



Inspire Learning, Ignite Curiosity

## **Marlow C of E Infant School Policy on the Hiring of School Premises 2022-23**

***Then God said, "Let us make humankind in our image, in our likeness"***

***Genesis 1:26***

### **Rationale**

At Marlow Church of England Infant School our vision is to inspire learning and ignite curiosity, within a welcoming Christian and spiritual community. We embrace the uniqueness of everybody and are inclusive of all. Our values of respect, kindness, perseverance, forgiveness, thankfulness and service guide all that we do and our aim is for every child to feel nurtured, supported and safe.

Our belief is that every individual is created in God's image and therefore is precious and valuable. We believe in treating everybody with respect and dignity because we acknowledge everyone's God given value and unique identity.

We aim to achieve this by providing children with the opportunity to work towards achieving their full potential by:

- Embracing the uniqueness of everybody and be inclusive of all
- Empowering all to be enthusiastic learners
- Ensuring that every child feels nurtured, supported and safe
- Enriching learning through progressive teaching methods and technology
- Being responsible to and for society
- Being good citizens of the planet

As a school we support the rights of children and these rights are encompassed in UN Convention of the Rights of the Child. This policy focuses on helping to realise *Article 19: "All children have the right to be protected from being hurt and mistreated, in body or mind"* and *Article 28: All children have the right to a good quality education"*.

### **1 INTRODUCTION**

The Governing Body welcomes the use of the school's facilities by groups within the local community. This will generate income, which will be used to benefit the education of pupils at Marlow Church of England Infant School. Provided there is no detriment to the primary purpose of the school and the welfare of local residents, facilities can be made available for extra-curricular clubs run for the benefit of the pupils

### 1.1 Aims of the Lettings Policy

- To safeguard the needs of the pupils within the school above consideration of potential lettings at all times.
- To provide a fair system for determining lettings
- To maintain a safe and secure environment for all users of the site
- To ensure the school is well maintained, clean, tidy and ready for use at all times.
- To maintain a good reputation for the school within the community by ensuring high standards of behaviour by those using the premises during lettings.
- To offer extra provision for children to attend camps and clubs during the holiday breaks.

### 1.2 Definition of a Hiring

A hiring may be defined as 'any use of the school premises by either a community group or a commercial organisation', regardless of whether a hiring fee is charged. It must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

### 1.3 Charges for a Hiring

The Governing Body is responsible for setting the charges for the hiring of the school premises. These charges will be reviewed annually.

## 2 APPLYING TO USE THE SCHOOL

Application to use the school premises should be made to the Headteacher, and the application form should be filled in at least 21 days before the event.

The Headteacher will resolve any conflicting requests for the use of the premises, with school functions always receiving priority.

The Headteacher is responsible for the management of lettings, in accordance with the school's policy, but the Headteacher may delegate all or part of this responsibility to other members of staff, whilst retaining overall responsibility.

If the Headteacher has any concern about the appropriateness of a particular request for a letting, he/she will consult with the Chairman of F&P committee, who has the authority to determine the issue on behalf of the Governing Body. The school foundation and values will be considered when considering the appropriateness of a booking. The Governing Body has the right to refuse an application and no letting should be regarded as 'booked' until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been confirmed in writing.

### 2.1 Hire Agreement

Once a hiring has been approved, the details of the letting will be confirmed and a copy of Lettings policy and the hire agreement sent to the hirer.

The hire agreement needs signing and returning to the school before the hiring can take place. It should be signed by a named individual and the agreement should be in their name, giving their permanent private address.

The hire agreement (with the Lettings policy) will be signed in duplicate by the hirer and on behalf of the Governing Body.

The named individual applying to hire the premises will be invoiced **in advance** for the cost of the letting. Regular hirers will be invoiced on a termly basis for the cost of their booking.

All hiring fees will be paid into the school's bank account to offset the costs of services, staffing etc... Cheques will be made payable to Buckinghamshire Council Receipts Account or a direct electronic payment can be made quoting 3044933210 in the reference field.

The Site Team will be sent a weekly communication from the Administration Officer itemising the hirers expected in the coming week where these are in addition to the regular hirer timetable.

## **2.2 Termination of the agreement**

The Headteacher, or the Chairman of the F&P Committee, has the immediate power to terminate any hire agreement relating to the hire of the school premises, in accordance with the terms and conditions of the model agreement attached.

## **2.3 Complaints**

Any complaints arising from a hiring agreement will be dealt with using the school's complaints procedure, a copy of which is available on the school website from the school office, or the hirer's own policy, depending on the nature of the complaint. It will be at the Headteacher's discretion which complaints procedure is followed.

## **3.0 TERMS AND CONDITIONS OF HIRE OF THE SCHOOL PREMISES**

These terms and conditions must be complied with.

The "hirer" shall be the named individual on the hire agreement and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

### **3.1 Status of Hirer**

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background (as determined by the Headteacher and/or the Chair of the F&P Committee).

The hire agreement is personal to the hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of creating any tenancy between the school and the hirer.

### **3.2 Arrangements for safeguarding children**

The Governing Body takes its safeguarding responsibilities seriously and this extends not only to pupils that attend Marlow Church of England Infant School but to all children who use the school facilities.

This means that the Governing Body will make its best endeavours to ensure the suitability of adults working with children on the school site at any time.

In order to carry out these responsibilities, the Governing Body require any hirer\* to undergo a criminal record check via the Disclosure & Barring Service (DBS). This DBS check needs to be recent and issued within the last 12 months of any new hire commencing. After this, and as long as the hirer has a continuous letting with the school, DBS checks will be required to be updated every 3 years.

If a particular letting involves contact with children and young people, it is the responsibility of the hirer, as advised by the Headteacher, to ensure that they have complied with the DBS Code of Practice and any relevant [Buckinghamshire Safeguarding Children Partnership](#) requirements to establish the requirement for DBS checks for all adults working with children during the hire.

When there is a requirement for these additional DBS checks to be undertaken (where the letting involves adults working with children), the hirer must keep appropriate records in line with the DBS Code of Practice and report to the school any safeguarding concerns which may arise.

The hirer will be required to provide evidence that any DBS checks detailed above have been carried out.

Any hirer of the school's facilities is required by the Governing Body to adhere to the Buckinghamshire Council procedures for [Managing Allegations Against Staff](#) where necessary, the suspension of adults from school premises

The school must have sight of the up to date **Child Protection Policy** of any organisation hiring the school's facilities where the letting involves children. The school will need to know who the Designated Safeguarding contact is and have an outline of the procedures the hirer has in place for handling a safeguarding concern.

\* The only exception to these DBS requirements are:

1. Where the letting involves children is for one off children's parties organised by parents of children attending school. It is the responsibility of these parents to ensure that helpers or people they hire for parties are suitable to work/help with children.
2. For those hirers with a history of hiring from the school for a hire period of not less than 12 months, where the letting does not involve contact with children and does not take place when there are children on site, the hirer is not required to complete a new DBS check each time they enter into a new hire agreement provided that 1) the hire has had a DBS check completed previously and ii) DBS checks are updated every 3 years. It is the sole responsibility of the hirer to ensure that any adult taking their place on a temporary basis (eg in the case of illness) is a suitable replacement and the hirer will be liable for the action or inaction of any such replacement.

### **3.3 Indemnity and Insurance**

Lettings are made on the agreement that the Buckinghamshire Council and Governing Body are indemnified by the hirer against any loss, damage, costs and expenses during the use of the school premises by the hirer except where such loss, damage costs and expenses are directly attributable to the negligence of the employees of the Council or the Governing Body.

The hirer shall insure with a reputable insurance office approved by the Council, against such funds as the hirer may become liable to pay as compensation, arising out of bodily injury or illness (fatal or otherwise) to any person and/or costs, fees, expenses, loss or damage caused to property or the premises by any act or neglect of himself, his servants, agents or any person resorting to the premises by reason of the use of the premises by the hirer.

Unless specifically agreed by Buckinghamshire Council the insurance cover shall provide a limit of indemnity of not less than £5,000,000 (five million pounds) in respect of any one incident and to include liability for the premises including liability for fire and explosion risks arising from the hire of the premises.

The hirer shall produce the policy of insurance and receipts for the current premium or premiums upon request by the Headteacher, Governing Body within seven days of a request.

Where the hirer does not hold their own insurance policy it is possible for this to be provided by the school and will be charged in addition to the hiring charge, for instance, for non-commercial hirers eg. private parties or functions. All hirers should ensure that the owners of equipment brought into the School, eg. Bouncy castles, discos, display stands etc... are adequately insured. The use of this equipment should be stipulated on the application form.

Neither the school nor the Local Authority shall be responsible for any injury to persons or damage to property arising out of the letting of the premises.

### **3.4 Statutory requirements**

The hirer must not do or permit any act, matter or thing which would, or might, constitute an illegal or immoral activity affecting the school premises or which would, or might, vitiate in whole or in part any insurance effected in respect of the premises from time to time.

### **3.5 Licences and Permissions**

The hirer shall be responsible for obtaining any public licences necessary in connection with the booking and should confirm with the school the licences they hold.

Permission or licence must be obtained from the copyright owner, the owner of the sound recordings (if appropriate) and the publisher for any public performance of music, musicals, operas, or stage plays. The borrowing of music scores or plays from a local library does not constitute permission to perform.

Regulated entertainment, public music, singing and dancing can only take place on premises which have a Premise's Licence authorising entertainment, or by applying for a Temporary Event Notice

The Headteacher must be given at least four weeks notice of a stage play production. The hirer must obtain a Temporary Event Notice from the local Licensing Authority. The requirement is for the notice to be received by the Licensing Authority and the Police a minimum of 10 **working** days before the planned event but not including the day of the delivery of the notice or the day of the event.

For more information on licensing please contact Buckinghamshire Council:

Wycombe – Tel: 01494 421222 or email: [licensing@wycombe.gov.uk](mailto:licensing@wycombe.gov.uk)

It is the responsibility of any hirer to ensure that all copyright licences have been obtained to cover planned activities.

To identify the relevant licences, please visit:

<http://www.licensing-copyright.org/leaflet.htm> for a copy of their helpful leaflet: 'A Guide to Copyright Licensing in Schools-Where to start...'

Hirers are reminded that it is illegal to photocopy music or plays without the express permission in writing of the copyright holder except in certain circumstances. Any infringement of this is liable to prosecution.

The hirer shall indemnify the Local Authority against all sums of money which the LA may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

### **3.6 Public Safety**

All conditions attached to the granting of the licence, stage play or other licences and the school's health and safety policy shall be strictly observed. Nothing shall be done which will endanger the users of the building, or invalidate the policies of insurance relating to it and its contents. In particular:

- a) obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be available for free public access and exit at all times;
- b) the emergency lighting supply must be turned on during the whole time the premises are occupied, and must illuminate all exit signs and routes;
- c) fire-fighting apparatus shall be kept in its proper place and only used for its intended purpose;
- d) the Fire Brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Headteacher;
- e) the hirer is responsible for familiarising his/herself with the procedure for evacuation of the premises, the escape routes, assembly points, and shall be familiar with the fire-fighting equipment available;

- f) performances involving danger to the public shall not be permitted;
- g) highly flammable substances shall not be brought into, or used, in any part of the premises. No internal decorations of a combustible nature (e.g. polystyrene, cotton, hay, etc) shall be undertaken or erected without the consent of the Governing Body;
- h) no unauthorised heating appliances shall be used on the premises;
- i) all electrical equipment brought into the building shall be subject to regular PAT testing and certification provided in evidence. The intention to use any electrical equipment must be notified on the hire application form. The Governing Body and Buckinghamshire Council disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment.
- j) use of school equipment, eg) photocopiers, laminators, exercise mats, is not permitted unless requested for and approved on the application form.
- k) adequate supervision must be provided to maintain order and good conduct, and, where applicable, the hirer must adhere to the correct adult/pupil ratios at all times when these are specified for particular activities, e.g. by national governing bodies of sports, scouts etc.

### **3.7 The Hirers responsibilities**

The hirer must inform the school of any fault, damage or other problems with the premise or equipment encountered during the hiring.

No part of the premises are to be used otherwise than for the purpose of the premises requested.

No part of the premises requested are to be used for any unlawful purpose or in any unlawful way.

#### **3.7.1 Own Risk**

It is the hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk. Health and safety is everyone's responsibility and the hirer is responsible for checking that the surfaces and equipment are safe for the particular event or sport being undertaken. Appropriate footwear should be worn where appropriate. If any hazards are spotted they should be reported to the Headteacher.

#### **3.7.2 First Aid Facilities**

It is the responsibility of the hirer to make their own first aid arrangements, such as the provision of a first aid kit, and the provision of first aid training for supervising personnel, particularly in the case of sports lettings. There is no legal requirement for the school to provide first aid facilities **and use of the school's resources is not available.**

#### **3.7.3 Furniture and Fittings**

Furniture or fittings shall not be removed or interfered with in any way. Nor shall they be re-arranged except by prior agreement and will be subject to reinstatement at end of each session of use. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted. In the event of any damage to premises or property arising from the letting, the hirer shall pay the cost of any reparation required.

The school furniture, i.e. tables and chairs, are located in the Hall Store and are to be returned and stored correctly. Instructions and photographs are displayed detailing correct storage procedures.

Hall floors are used by children for physical education and no substance is to be applied to floors to prepare them for dancing or any other activity. No footwear liable to damage floors may be worn in school buildings eg) football or rugby boots, high heels, metal tip shoes or tap shoes. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the building.

### **3.7.4 Food and Drink**

No food and drink may be prepared\* (see note below) or consumed on the property without the direct permission of the Headteacher in line with current food hygiene regulations.

### **3.7.5 Kitchen/Food preparation\*, Facilities and Equipment**

Third parties shall only be permitted to share use of kitchen equipment if this has been requested and invoiced as part of the hire agreement.

The staff room where hot water, drinks and washing up facilities are available, can be used by a hirer without supervision. Any coffee, tea, milk or other such beverages must be supplied by the hirer.

No cleaning materials are to be brought into school without approval, e.e. bleaches or acidic substances.

### **3.7.6 Cleaning**

In all circumstances, the premises should be left in a condition so the facility is clean and ready to be used by a subsequent hirer. Brooms and mops are available in the cupboard for this purpose. All rubbish must be disposed of **in the bins** in the store next to the school bungalow. These are labelled so it is clear to users which materials are disposed of in which bin.

Failure to undertake this to an adequate standard will result in the forfeit of the damage waiver deposit (see 3.7.20).

If on arrival the premises are in an unsatisfactory state, the hirer must contact the Site Manager on 07487 606506 Mark

Barlow

### **3.7.7 Intoxicating Liquor**

No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the permission in writing of the Headteacher/Governing Body, whose written consent must also be obtained prior to seeking any Temporary Event Notice for the sale of alcoholic liquor from the local Licensing Authority. All evidence of intoxicating liquor must be removed from the premises at the end of the hiring.

### **3.7.8 Smoking**

The whole of the school premises, which includes the grounds, is a non-smoking area, and smoking or vaping is not permitted in accordance with the School smoking policy.

### **3.7.9 Betting, Gaming and Lotteries**

Nothing shall be done on, or in relation to, the premises in contravention of the law relating to betting, gaming and lotteries, and the persons or organisations responsible for functions held in the premises shall ensure that the requirements of the relevant legislation are strictly observed.

### **3.7.10 Nuisance/Disturbance**

Hirers and organisers of events in the school premises are responsible for ensuring that the noise level of their functions does not interfere with the other activities within the building nor to cause inconvenience for the occupiers of nearby houses or property.

The hirer must comply with the school's arrangements for disposal of any rubbish or waste materials by removing all rubbish into the bins in the store next to the school bungalow. These are labelled so it is clear to users which materials are disposed of in which bin.

Except in the case of trained guide-dogs for the blind and hearing dogs for the deaf, animals shall not be permitted on the school premises.

### **3.7.11 Rules**

The hirer shall comply with any rules and regulations which the Governing Body shall make from time to time.

### **3.7.12 Charges and Cancellations**

The hirer acknowledges that the charges are as set out in the hiring agreement including any review arrangements specified. The letting may be cancelled, provided that in each circumstance at least 28 days notice either way is given. In the absence of this notice period, the Governing Body reserve the right to charge the full fee as they will have been given insufficient time to find alternative hirers and will have suffered a loss of income.

The Governing Body and the Local Authority will not accept any responsibility for any loss, or other expenses however incurred by the hirer, in the event of a cancellation by the Governing Body of the letting as a result of circumstances beyond its control (including, without prejudice to the generality of the same, industrial action by its employees, or others, oil shortage, failure of electricity/gas supply). The decision of the Governing Body, or the Local Authority, as to whether a letting should be cancelled shall be binding on the hirer.

### **3.7.13 Sub-Letting**

The hirer shall not sub-let the premises, underlet or share possession with any other parties. This includes sharing security arrangements to enable another user to access the premises and act on behalf or instead of the hirer without prior permission.

### **3.7.14 Storage Ancillary to the Hiring**

The permission of the Governing Body/Headteacher must be obtained before goods or equipment are left or stored on the premises, except that the Headteacher is authorised to grant permission for the overnight storage of goods and equipment brought to the school for a particular event.

### **3.7.15 Loss of Property**

The Governing Body and the Local Authority cannot accept responsibility for damage to, or the loss or theft of, hirer's property and effects. It is the responsibility of the hirer to make his/her own insurance arrangements if required.

### **3.7.16 Car Parking**

Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the School. **In particular the hirer must ensure that access to the school by emergency vehicles is not obstructed or delayed.** Parking accommodation is available in the car park behind Gweneth Court and this must be used and not the school car park or residential roads. Users of the school should avoid undue noise on arrival and departure. Hirers are to make their groups aware that children remain on the school site until 6pm and ensure extra care of any vehicles before this time.

**Permission to load and unload equipment on the School site (by the hirer only) inside the school gates must be requested on application with times specified.** The school gates must be kept closed at all other times to prevent others from using the car park.

### **3.7.17 Toilet Facilities**

Access to the designated school's toilet facilities is included as part of the hire arrangements.

### **3.7.18 Right of Access**

The Governing Body reserves the right of access to the premises during the hiring for emergency or monitoring purposes. (The Headteacher or members of the Governing Body from **F&P committee** may monitor activities from time to time).

### **3.7.19 Vacation of Premises**

The hirer shall ensure that the premises are vacated promptly at the end of the hiring session. The hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. On vacation the hirer is responsible to ensure all windows and doors are secure



prior to leaving and that full instructions are adhered to for setting the alarms. Both main and side gates are to be closed on departure.

### **3.7.20 Damage Waiver**

A separate £100 deposit cheque may be taken against any damage to the premises. Once it has been confirmed that no damage has occurred, typically a few days after the event, the cheque will be destroyed.

This will not usually apply to regular hirers.

### **3.7.21 Complaints**

Any complaints arising from a hiring agreement will be dealt with using the school's complaints procedure, a copy of which is available from the school office, or the hirer own complaints policy, depending on the nature of the complaint. It will be at the Headteacher's discretion which complaints' procedure is followed.

**This policy was adopted on: 9<sup>th</sup> February 2022**

## 4.0 Application to enter into hire agreement with the Governing Body of Marlow Church of England Infant School

Name of Applicant: .....

Address:.....

.....

Telephone Number:.....

Email Address.....

Name of Organisation:.....

Activity of Organisation:

.....

Details of Premises Requested – tick as appropriate:

Hall		£20/hour
Classroom (specify number)		£10/hour
Key stage (Central lobby)		£15/hour
Kitchen		£10/hour
Playground		£20/hour
Field		£20/hour

For block bookings: day of week requested:	For individual bookings: date requested:
1 <sup>st</sup> choice:	1 <sup>st</sup> choice:
2 <sup>nd</sup> choice:	2 <sup>nd</sup> choice:
3 <sup>rd</sup> choice:	3 <sup>rd</sup> choice:
Start time:	Start time:
Finish time:	Finish time:

*(Please allow time for your preparation and clearing up. Finish time to be no later than 10.30pm)*

For block bookings dates required for this term:.....

Indemnity Insurance documentation enclosed: Yes/No

*(a charge will be made to cover if this is not provided)*

Use of School Equipment (please specify your request):.....

Details of any Electrical Equipment to be brought on site:.....

Has it been PAT tested? Yes/No

Details of any other equipment to be brought on site:.....

Loading/Unloading of equipment required? Yes/No Approximate Times:.....

Maximum Number of Participants: .....

Age Range of Participants:.....

Number of Supervising Adults:.....

Relevant Qualifications of Supervising Adults.....

Child Protection policy/arrangements enclosed Yes/No

*(Hire will not go ahead until adequate evidence of child protection arrangements are provided where required)*

Have DBS checks been carried out? When? By Whom? Please list details

.....  
.....

*Dates during the year when the Hall will be unavailable due to school use or closure will be issued at the beginning of the school year in September. These dates may be subject to change, but prior notice will always be given if the premises become unavailable due to unforeseen circumstances.*

The Applicant confirms that arrangements are in place with reference to First Aid *(see the Lettings Policy for further details)*.

The Applicant undertakes to comply with the regulations regarding the use of own electrical equipment *(see Lettings Policy for further details)*.

The Applicant confirms public licenses are held in connection with sound recordings, music, musicals, operas or stage plays.

The Applicant confirms awareness of the cleaning and disposal of rubbish policy. If this is not fulfilled to an adequate standard any damage waiver may be forfeited to cover professional cleaning.

Any other relevant information

.....  
.....

***I confirm that I am over 18 years of age, that I agree to the terms of the Lettings Policy and that the information provided on this form is correct***

Signed: .....

Date: .....

## 5.0 Hire Agreement with The Governing Body of Marlow Church of England Infant School

1. The Hirer:.....  
 Address:.....  
 Telephone:.....
2. Areas of the School to be Used:.....
3. Specific Nature of Use:.....
4. Maximum Attendance:.....
5. Details of any School Equipment to be Used:  
 .....
6. Date(s) of Hire:.....
7. Period(s) of Hire:.....
8. Fee (*specify per hour or per session*): £ .....  
 Specify any review as appropriate £ .....  
 Confirm if additional costs for caretaking/ cleaning/heating are to be met £ .....  
 Confirm in Indemnity Insurance fee is required £.....  
 Confirm if damage waiver is required (separate cheque) £.....
9. Site Manager/ Security arrangements.....
10. The Governing Body agree to hire the premises to the hirer on the date(s) and for the period( s) mentioned above, upon payment of the total Hire Fee £
11. The hirer accepts all the conditions of hire as set out in the attached Terms and Conditions document
12. The hirer's attention is specifically drawn to the indemnities contained in the hire conditions, and the need to obtain **suitable insurance cover** for any loss, damage or injury.
13. The hirer's attention is specifically drawn to the requirement **not to share security arrangements** to enable another user to access the premises and act on behalf or instead of the hirer without prior permission.
14. The hirer's attention is specifically drawn to the **cleaning requirements** stipulated in 3.7.6 and the arrangements for a damage waiver in 3.7.20.

### **Signatures of hirer and on behalf of the Governing Body**

.....  
 (Headteacher on behalf of Governing Body)

.....  
 (Hirer)

# APPENDIX 1 – Map with fire points (see inside main lobby of school)

