

WOODBIDGE HIGH SCHOOL

CONDITIONS FOR THE HIRING  
OF THE SCHOOL PREMISES

LETTINGS POLICY: Guidance for Schools

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*The form captures the essential information needed by the school to make a decision on whether to accept or reject a booking; however the school will seek clarification directly from the applicant on any aspect which remains unclear.*

<u>APPENDIX B: Terms and Conditions</u> .....	pages 7-9
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*All hirers will receive a copy of this document prior to their booking commencing, which includes the terms and conditions. When returning the booking form the applicant must sign their acceptance to these terms and conditions.*

<b><u>APPENDIX C: Lettings’ Checklist for Hirer (as discussed with the member of site staff on duty)</u></b>	pages 10-11
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1.1 INTRODUCTION

The Finance and General Purposes Committee of the Governing Body, at their meeting on 6<sup>th</sup> February 2019, adopted the policy set out below.

The school recognises that its premises are a valuable resource within the community and welcomes the opportunity to enable others to benefit.

1.2 DEFINITION OF A SCHOOL LETTING

**A letting is defined as ‘any use of the school building and grounds by parties other than the school’. Use of the premises for activities such as staff meetings, Governing Body meetings, parents’ evenings/meetings, or where pupils are supervised by school staff, are considered school-related and do not require a letting agreement.**

1.3 MANAGEMENT OF LETTINGS

The Governing Body has delegated the responsibility for lettings to the Head teacher. The Head Teacher has delegated this responsibility to the School Business & Finance Manager on a day-to-day basis.

A record of lettings will be kept by the School Business & Finance Manager and will include information on users, finances, incidents, accidents, enquires and any lettings refused.

## 1.4 SAFEGUARDING

The school's child protection policy must be consulted and followed when dealing with external organisations that work with children or young people. The school is required to ensure that the 'responsible person' on site provides a proof of ID and personal address. In the case of youth groups (under the age of 18), documentation must also include satisfactory proof of a current DBS clearance and the completion of the school's safeguarding children declaration form. Hirers' personal safeguarding information is recorded centrally and retained securely, as necessary. The school reserves the right to take up appropriate references concerning hirers prior to approving a hiring agreement.

### Radicalisation:

Woodbridge High School recognises that protecting pupils from radicalisation and identifying and reporting the potential for or realisation of radicalisation is part of our holistic approach to safeguarding pupils against any threat to their health, safety and wellbeing. Our Anti-radicalisation policy (see separate school policy) sets out our beliefs, strategies and procedures to protect pupils from being radicalised or exposed to extremism. In line with this, we ensure all our lettings are appropriately vetted and any activity onsite is sufficiently quality assured as is deemed reasonable.

## 1.5 CONSIDERING APPLICATIONS FOR LETTINGS

The School Business & Finance Manager will decide on the approval of the application to hire having considered to:

- Interference with school activities, priority at all times should be given to school functions.
- The availability of facilities.
- The availability of staff to open and close the premises.
- The school's child protection policy and associated documentation (*please refer to 1.4*), and health and safety policy (*please refer to 1.8*).
- Health and safety considerations in relation to the number of users, type of activity, qualifications of instructors etc.
- Adequacy of management procedures (i.e. caretaking supervision) in place during the hire.
- The appropriateness of the letting and whether it is deemed compatible with the ethos of the school.

## 1.6 CHARGES

The applicant is required to pay the applicable charges in full, on receipt of the school's invoice, prior to the date of the hire. The hiring is considered to be booked on receipt of a deposit, which is requested via a school invoice in advance of the letting.

The Governing Body or those with delegated powers (i.e. the School Business & Finance Manager) are responsible for setting charges for each area available for hire. Annual charging rates are set in respect of the hiring of the main hall, sports hall and outside pitch. The cost of hiring in respect of other areas of the school is related to the volume of lettings being undertaken at the time (if any) in respect of the main hall, sports hall and outside pitch.

As a minimum, the school should achieve full cost recovery. Apportioning costs may be difficult and therefore estimates of associated variable elements can be used. The list below is not exhaustive.

Premises Management	Cost of staffing (including on costs) for additional security, caretaking, opening and locking premises. This charge will vary depending on staffing hours needed.
Administration	Administrative costs incurred by the school in managing lettings. <i>Example: one off admin charge of £10</i>
Equipment Hire	Use of school equipment to cover wear and tear. The charge can vary depending on the type of equipment or number of units required. <i>Example: £20 to cover wear and tear of gym equipment, chairs or tables etc</i>
Cleaning	If additional cleaning is required, the school can ask the cleaning contractor for a quote. This charge will vary depending on the extra cleaning hours needed. <i>Example: Additional ½ hour @ standard hourly rate</i>  Additional cleaning costs may be applicable for the hire of kitchen facilities. The School Business & Finance Manager will make a decision as to whether extra cleaning will be undertaken by the contractor after the hire and prior to commencing with normal school meal

	activities. This may remain a requirement even if the kitchen is cleaned thoroughly by the Hirer.
Heating/ Lighting	This can be calculated from known annual energy costs, and an estimate of the percentage of the school used for letting. The charge can be set higher in winter months to reflect the additional heating.
Insurance	Where appropriate, hirers will be charged for public liability insurance providing £10m indemnity limit as part of the booking fee unless proof of adequate equivalent insurance can be provided to the school. (Please refer to 1.7 for more information.)
Profit	This depends on whether the school intends to raise funds for the school.
VAT	Letting sports facilities are subject to VAT in some cases. In general, this applies to those hirings where there are bookings of less than ten occasions within any one block of bookings. Also where an extra and separate charge is made for the hire of equipment e.g. pianos, furniture, staging, lighting, etc. The hire of halls or rooms are not subject to VAT unless equipment is provided such as nets, bats and balls in which case it is vatable. The school must record the VAT element of any income.
Deposit	In the cases of one-off hall/room bookings, the school requests a deposit as well as a lettings fee as a surety against damage to the premises or equipment or the premises being left in an unacceptable condition incurring additional costs for cleaning, caretaking or other expenses.

## 1.7 INSURANCE

The Third Party Hirers' Liability Policy covers the hirer against any claim made for injury and or damage to third parties as well as damage to the hired building as a direct result from the hire. This policy is designed to cover hirers for low risk one-off type hires such as a parent hiring a hall for a birthday party or a regular meeting/gathering for discussion purposes.

The Third Party Hirers' Liability Policy is not designed to cater for any private activity groups or sports clubs, which are run on a commercial basis. Such groups should be asked to produce evidence of their own public liability insurance cover for a minimum of £10m for more hazardous activities (i.e. karate or gymnastics). They should also produce evidence of their employers' liability cover should this be applicable.

## 1.8 HEALTH AND SAFETY

Under the Health and Safety at Work etc Act 1974 the employer is responsible for the health and safety for employees and others who are on the premises.

1.8.1 The school will follow the health and safety guidance below for all lettings:

- Prior to the commencement of the letting (the initial letting if it is a block booking), the member of the site staff on **duty will provide the hirer with the school's 'Health and Safety Checklist' to read and sign. A copy is then retained** by the Site Manager and the School Business & Finance Manager.
- The school and the hirer must ensure that the premises are suitable for the intended use.
- The school and the hirer must agree the extent of the use of premises and equipment.
- The school will ensure that the hirer is competent to use any equipment provided by the school and that all equipment is in a safe condition.
- Electrical equipment provided by the hirer must have been previously inspected prior to being brought onto the school site, and deemed to be fit and safe for purpose. This is the responsibility of the hirer.
- The school will ensure that the means of access and egress are safe for the hirer. The hirer must ensure that this is maintained during the letting.
- The school will advise the hirer of any known hazards prior to their letting commencing and will request that the hirer notify the school of any hazards during the letting.
- The hirer must ensure that the kitchen is restricted to authorised persons only (i.e. no children).
- The school will provide the hirer with details of emergency procedures e.g. action to be taken on discovering a fire, fire evacuation etc.
- A telephone must be made available by the hirer for emergency calls. The caretaker supervising the letting may make a landline available to the hirer for use in an emergency or ensure that the hirer has access to a mobile.

- The school may agree for the hirer to use **the school's** first aid equipment, including its defibrillator. However, there is a requirement for hirers to bring their own first aid equipment to the letting and the hirer must make suitable arrangements for the administration of first aid in respect of those attending the letting.
- A 'LBR Accident and Incident Form' must be completed by the hirer in the event of an accident or incident occurring on the premises.
- **The school's site manager/caretaker will check that the premises have been left in a safe condition ('left as found') and will ensure that the hirer adheres to the principle of leaving the condition of the premises as found.**

1.8.2 In addition to the above, the school will follow the health and safety guidance below for all repeat lettings:

- The hirer must have regard to the national standards of qualification, experience and competence of instructors/supervisors/coaches for sporting and other activities e.g. FA football coaching dance, karate, etc, qualifications.
- The school may require the hirer to provide a risk assessment specific to the letting.
- The school will give consideration to the appropriateness of a hirer undertaking a periodic fire drill.
- **The member of site staff on duty will ensure that the hirer is familiar with the school's fire evacuation procedures.**
- The hirer is responsible for ensuring that a Personal Emergency Evacuation Plan (PEEP) is drawn up if advised that anybody attending their session that has a physical or mental impairment which would affect their ability to evacuate in an emergency.
- The hirer must keep a register during their letting for use in an emergency evacuation.

## 1.9 HIRE OF KITCHEN FACILITIES

A hire application which includes the use of the kitchen for food storage, production, assembly or service **MUST** be discussed with the school meal contractor before being approved. Use of the kitchen involves 'low-risk' **activities only**, such as the simple heating of pre-heated food and the provision of basic refreshments. The school does not provide **facilities for the actual cooking of food products as this would contravene the school's food health and safety procedures.**

All areas of the kitchen must be cleaned and left tidy after use; however, the school meal contractor may request that their staff conduct another clean prior to commencing with normal food handling activities, at an additional cost.

The school and the school canteen contractor are not liable for any person that falls ill as a result of food brought onto the premises by the hirer during the letting period. If a hirer uses the services of a caterer, the school **MUST** be provided with a copy of his/her hygiene certificate in advance of the hiring.

## 1.10 LICENSING ACT 2003 - ALCOHOL, MUSIC, PERFORMANCE OF DANCE, PLAYS AND LATE NIGHT REFRESHMENT

A licence for any of the above activities is not necessary where a function is not open to the public. Thus weddings, private parties, or similar events are not licensable. Any event where tickets are sold (i.e. a public event) or where any alcohol is sold (or is provided inclusive of a ticket price), requires a licence. This will normally be a Temporary Event Notice (TEN) which the hirer or the school must submit to the Council's Licensing service. In such circumstances, the licence holder must remain on site for the complete duration of the letting period.

## 1.11 GAMBLING ACT 2005

A hire application which involves gambling activities must be referred to **the Council's Licensing Service for advice** on how to proceed. No application should be accepted without express permission from the Licensing Service.

## 1.12 POLICY REVIEW

The Finance and General Purposes Committee will review this policy and its appendices every three years.

## 1.13 FURTHER GUIDANCE

Further guidance on the following aspects can be found in the terms and conditions (APPENDIX B):

Attendance, Use and Access	<b>Hirer's Equipment / Car Parking</b>	Employers Liability Insurance
Health and Safety	School Equipment	Indemnity
Supervision of Children	Public Entertainment	Advertising

Working with Children	Liquor Licence	Smoking/ Use Of Explosive Substances
Charges / Cancellations	Gambling	Food and Drink
Condition and Damage	Public Liability Insurance	

**APPENDIX A: Sample Booking Form**

**WOODBIDGE HIGH SCHOOL**

**London Borough of Redbridge**

**Application Form for hire of Education Premises:**

Purpose of Hiring: \_\_\_\_\_ (Private/Public Activity)

Date of proposed hiring: \_\_\_\_\_

Proposed hours of hire: From: \_\_\_\_\_ To: \_\_\_\_\_

Details of accommodation/facilities required:

**WYNNDALE HALL/PITCH/SPORTS HALL/ CANTEEN/KITCHEN**

Please state number of tables \_\_\_\_\_ and chairs \_\_\_\_\_ required

\_\_\_\_\_

Will a charge be made for admission? Yes/No

If hire is for purpose of fundraising, where will proceeds be donated to?

Will there be alcohol at the function: Yes/No

Will the function be advertised and if so in what manner? \_\_\_\_\_

Total number to attend \_\_\_\_\_ Number under 18 years: \_\_\_\_\_

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All leaders are to provide DBS (CRB) details (if there are children below the age of 18 involved in the letting), a current proof of address and a copy of photo ID (passport, driving licence). If this information is not forthcoming, we reserve the right to refuse access to the site. The specialised sound and lighting systems are not included in the hire of the Wynndale Hall.

## Declaration

I hereby make application for the use of the accommodation and facilities stated above and upon such application being granted, I undertake to pay in advance the fees and charges in respect thereof and to comply with the conditions contained in the Lettings Regulations. I declare that I am over 18 years of age and that no personal profit will be made from the hiring. *Please note: all bookings require a refundable deposit of £200.00 which we reserve the right to retain in the event of any damage or a lengthy overrun of time.* The premises must be vacated by 11.00 pm prompt on Saturdays and 5.00 pm prompt on Sundays.

Full name of applicant (block letters) \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Society: \_\_\_\_\_

Address: \_\_\_\_\_ Tel: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

e-mail \_\_\_\_\_ Mob: \_\_\_\_\_

For enquiries, please contact Frank Gordon, School Business and Finance Manager (tel. 020-8506-5563) or Bob Singh, Premises and Facilities Manager (tel. 07944 745537) Please return this form, with the £200.00 deposit to the Finance Office, Woodbridge High School, St Barnabas Road, Woodford Green, Essex IG8 7DQ.

## TERMS AND CONDITIONS

*All terms and conditions set out below must be adhered to and the Hirer shall comply with any reasonable instructions given by the school. The Hirer, who must be over 18 years old, shall be the person making the application for a letting and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.*

### USE AND ACCESS

The premises shall only be used for the purpose and times agreed by the school. For Saturday evening hall hire agreements, all persons must vacate the premises by 11.00pm, at the very latest, or at the end of the hire period, whichever is sooner.

The hirer shall only have access to those rooms or parts of the building(s) applied for in the application and subsequently agreed by the School Business & Finance Manager.

No facility must be sub-let, or reassigned to any other organisation or individual.

The school retains the right to access the premises at all times during the letting period.

The Hirer shall be responsible for the preservation of good order for the duration of the letting until the premises are vacated and to ensure that no nuisance arises to the occupiers of adjoining premises.

### HEALTH AND SAFETY

The Hirer shall ensure that:

- the number of persons present during the letting does not exceed the number agreed by the school (in the case of the main hall, this is 250 people maximum, unless otherwise agreed by the School Business & Finance Manager in advance of the booking);
- all doors and corridors giving egress from the hired premises are kept unfastened and unobstructed;
- all proper safety precautions are taken for the protection of the users of the premises and equipment including adequate supervision;
- they are familiar with the fire and emergency evacuation arrangements, e.g. the actions to be taken in the event of a fire; the position of emergency call points, fire extinguishers, exit routes and that they have conveyed this information to all members of their group;
- the location of the nearest emergency telephone is known;
- there are suitable first-aid arrangements in place;
- the hired premises are left in a safe and secure condition and in a clean and tidy state;
- in the event of an accident or incident the school are informed at the earliest opportunity.

### SUPERVISION OF CHILDREN

At an event where the majority of attendants are children and the number of children in attendance exceeds 100, the Hirer must ensure that a sufficient number of adults are stationed to prevent more children or other persons being admitted, to control the movement of the children and other persons and to take all other reasonable precautions for the safety of the children. **This is a requirement of the Children's and Young Person's Act 1933.**

### WORKING WITH CHILDREN

For any letting which involves working with children and/or young people, the Hirer must submit to the school a signed copy of the school's **safeguarding children declaration** form and, if requested, a signed copy of the **Hirer's Child Protection Policy**. Upon request, the Hirer must also provide evidence of criminal record checks (DBS) for the **'responsible person'** on site during the letting. The **'responsible person'** then has responsibility, in safeguarding terms, for other colleagues supporting the supervision of the letting. Upon request, the Hirer must provide details of qualifications, relevant registrations and references as well as other safeguarding information.

### CHARGES

Where a deposit is required, the school will raise an invoice for £200 at least one month in advance of the hiring, which is payable at least 14 days before the event. If the premises are not vacated by the end of the hiring period, a penalty charge of the appropriate hourly rate will be levied for each hour after the end of the hiring period.

### CANCELLATIONS

If a hall booking is cancelled within 14 days of the letting, the school will retain the £200 deposit. If a booking cancelled between one month and 14 days prior to the letting, 50% of the deposit will be retained by the school. If a Hirer cancels a booking and provides the school with at least one month's notice of this, there is no financial charge made to the hirer.

The school has the right to refuse any application or withdraw permission for any letting at any time but will endeavour to give as much notice as possible; no payment, other than a refund of the paid hire fee and deposit, will be made. However, the school retains the right to

cancel a letting at short notice if circumstances dictate e.g. late unavailability of premises due to school activities taking place, maintenance work needing to be undertaken on the site, etc.

Should the Hirer be in breach of the terms and conditions at any time, the school can terminate the agreement immediately and any paid hire fee and deposit will not be refunded.

#### CONDITION AND DAMAGE

The Hirer will keep the premises in a clean and tidy condition and all equipment is to be returned to the correct place of storage. No food, rubbish or other belongings of the Hirer should be left on the premises. Waste refusal sacks should be used and disposed of following the instructions of the school. The use of furniture is subject to agreement by the school and may attract an additional charge. No furniture or fittings shall be removed or interfered with. No fittings or decorating which require drilling or nails into fixtures, which are part of the school fabric, are permitted. The Hirer must report any damage occurring to the premises as soon as practical but no later than 72 hours following the hire. Any damage that occurs during the hire will be the responsibility of the Hirer and if the deposit does not cover in full the cost of making good any such damage, the Hirer shall pay the extra cost.

#### HIRER'S EQUIPMENT / CAR PARKING

The school does not accept liability for any loss or damage for any equipment bought or left on the premises, or theft or damage to vehicles parked in any car park provided. Vehicles must be parked in the designated parking areas only.

#### SCHOOL EQUIPMENT

No school equipment will be used without direct permission from the school. The Hirer is liable for any damage, loss or theft of school equipment that is used and ensuring its safe return. The use of the school public address system and any other electronic equipment such as lighting, televisions or speakers is not allowed unless directly authorised by the school. Depending on availability, the school may be able to provide personal support to a function, on a paid basis which will incur an additional charge, in the form of technical help from a technician (for example) employed by the school.

#### PUBLIC ENTERTAINMENT

As the premises does not have a Public Entertainment Licence, the Hirer will be responsible for obtaining such a licence or Temporary Event Notice (TEN) if required.

#### ALCOHOL / LIQUOR LICENCE

Alcohol is not allowed to be sold or served on the premises unless permission is given by the school. If permission is granted to sell alcohol, a licence or Temporary Event Notice (TEN) must be obtained by the Hirer.

#### GAMBLING

No gambling is allowed without written permission from the school and relevant licence from the licensing authority.

#### COPYRIGHT LEGISLATION

The Hirer has full responsibility for ensuring that any conditions imposed by copyright legislation are adhered to and that the proper licence(s) are in place and to complete the returns required by the Performing Rights Society, Phonographic Performance Limited, The Copyright Licensing Agency Limited and all other similar bodies.

#### PUBLIC LIABILITY INSURANCE

Where requested by the school, the Hirer must hold public liability insurance for a minimum of £10m for more hazardous activities, a copy of which must be supplied to the school.

#### EMPLOYER'S LIABILITY INSURANCE

Where requested by the school, the Hirer must hold employers liability insurance for a minimum of £10m indemnity in accordance with compulsory legal requirements.

#### INDEMNITY

The Hirer agrees to indemnify the London Borough of Redbridge and the school against all damages and/or losses reasonably incurred by the local authority or the school arising from the breach by the Hirer of any of the terms of this agreement.

#### ADVERTISING

The school must approve of all advertising and posters concerning the use of the premises. On request by the Hirer, the school will give consideration to the advertising of lettings on its website and/or to students and staff, as it deems appropriate..

#### SMOKING/ USE OF EXPLOSIVE SUBSTANCES

The whole school premises is a non-smoking area, and smoking is not permitted within school buildings or on school grounds at any time.

The use of explosive substances, fireworks, confetti, gas or any hazardous materials is expressly forbidden without the direct permission of the school.

PORTABLE ELECTRICAL ITEMS:

Electrical items (such as microphones, music equipment, sounding, lighting, etc) brought in for use during a letting by a hirer MUST be in a safe condition. For example, be recently Pat tested. The school accepts no responsibility for the safety of electrical items used by the hirer.

INFLATABLE OBJECTS:

The school does not permit use on the premises of 'inflatables' such as 'bouncy castles' and other such objects.

KITCHEN / FOOD AND DRINK

No food or drink may be stored, prepared/cooked, served or consumed on the premises without the direct permission of the school.

Applications for the use of kitchen facilities should be made using the standard application form. If such an application is approved, the Hirer will agree to any specific conditions or instructions in relation to the use of the kitchen facilities made by the school.

**WOODBIDGE HIGH SCHOOL:**

LETTING OF EDUCATIONAL PREMISES – HEALTH AND SAFETY CHECKLIST

(To be completed by the responsible person on site on behalf of the hirer, in conjunction with the member of the school premises team on site).

Name of Establishment: Woodbridge High School

Date of Letting.....Times: from .....to.....

Name of Responsible Person .....

Please Tick

- Limits on accommodation/out of bounds area
- Location of fire extinguishers
- Location of fire call points
- Location of first aid box
- Telephone access (site staff mobile number for emergency use) and location of the member of the site team on duty
- Location of emergency exits and where there is access for the attendance of an ambulance (if required on site during the letting)
- Location of toilets (young children to be accompanied by an adult)
- Smoking restrictions (non-smoking site)
- Person in charge of group to arrange procedure for emergency evacuation and of people with disabilities
- Person in charge to inform person on duty of any incidents/ damage when leaving the site
- For a youth group, the hirer has provided the school with appropriate DBS (was known as CRB) information, proof of address and personal ID documentation concerning the responsible person on site. For an adult

group, the proof of address and personal ID of the responsible person has been provided to the school.

The person on duty has explained the above items to me.

Signed..... Date .....

Print Name.....

Group.....

**Site Manager and School Business & Finance Manager to retain a copy of this document**

**Policy Reviewer: School Business & Finance Manager**

**Approval: `Conditions for the Hiring of the School Premises' document approved by the F&GP Committee on 6<sup>th</sup> February 2019**

**Date of Next Review: Summer term 2022**

