



Bordon Junior School



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LETTINGS POLICY

Use of School and Hire Agreement

In general the school is pleased to consider requests for using the premises as long as it does not interfere with the smooth running of the school. All requests will be considered as they occur, taking the following into account:-

1. The economic viability of the letting.
2. The availability of the required accommodation.
3. The purpose of the letting.
4. The Site Manager's opinion and willingness to oversee.

Lettings of benefit to the school and/or the Community will be encouraged.

1. Conditions of Hire

In these conditions:

'School' means the school identified at the head of this Hire Agreement.

'County Council' means Hampshire County Council.

'Hirer' means the person or body to whom the hire is granted.

'Headteacher' the Headteacher of Bordon Junior School

'Governing Body' the individual appointed governors of the School and collectively known as the Governing Body.

The Appendices form an integral part of this Hire Agreement.

2. Acceptance of conditions

The hiring of Bordon Juniors premises is permitted only on the conditions outlined in this Hire Agreement.

3. Compliance with conditions

The Hirer shall be responsible for compliance with these conditions.

4. CRB/DBS Checks

Where the hire involves access to children:

The Hirer shall provide to the Governing Body no later than at the time of the Application:

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- (i) The names of all personnel who shall be supervising the activities, and
- (ii) Evidence of Criminal Record Bureau clearance of all personnel who will be supervising the activities.

All supervising personnel must hold a valid CRB/DBS Enhanced disclosure certificate unless otherwise agreed with the Governing Body.

The Hirer shall be responsible for keeping current and up to date the CRB/DBS checks and the CRB Enhanced disclosure certificate on the supervising personnel.

The Hirer shall notify the School in writing in advance of any changes to the personnel supervising the activities.

5. Applications

Applications for the hire of Bordon Junior School premises should be made at least three weeks in advance. In general, reservations will not be accepted for dates more than twelve months in advance, except for special events such as those needing prior preparations.

The Hirer shall satisfy himself that the facilities to be hired are suitable for his purposes.

The use of the premises must not interfere with the proper working of the School or impair its efficiency. In particular the Hirer acknowledges that it will not have exclusive use of Bordon Junior School site.

6. Sports hall

Only suitable footwear should be worn in the sports hall. No School games equipment may be used without permission and gymnastic equipment can only be used when an adult with recognised qualifications for the proposed activity is personally supervising at all times. For safety reasons, this condition also applies to other activities with young people. For further guidance the Hirer should consult the regulations described in the HCC document 'Safety in Physical Education' available on request at the School.

7. Grass Sports Pitches and Hard Court Multi-Use Games Areas

- (i) These facilities should be used for their intended purposes for the participation in formal and informal play and sport.
- (ii) The grass sports pitches and hard court multi-use games areas shall be hired, together with access to toilets and changing accommodation at the School. The Hirer shall not have access to any other parts of the School.
- (iii) The grass sports pitches shall have a limited playing capacity. The School reserves the right to restrict use of the grass sports pitch to protect it during inclement weather; when damaged or under repair; when waterlogged; or to fit in with the School curriculum or School demands.
- (iv) Litter must be removed from the premises at the end of the hire session.

8. School equipment

No use may be made of apparatus such as stage fittings, pianos etc., without specific permission from the Headteacher.

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9. Fabric and fittings

The fabric and fittings (including electrical installations) and contents of the premises shall not be interfered with in any way. No treatment shall be given to prepare a floor for dancing and the wearing of stiletto heels is prohibited.

Only authorised persons shall use steps or ladders. No nails or screws shall be driven into the walls, floors, ceilings, furniture or fittings, and no placards shall be affixed to any part of the premises. The School's furniture (other than chairs in the hired accommodation) and equipment shall not be moved except by prior arrangement. Official exit ways must be kept clear at all times. Any alteration or addition to the School's lighting or electrical heating systems is strictly forbidden, except with the written consent of the Headteacher, such consent may be subject to conditions, which the Hirer will be required to observe. The Hirer shall, at the end of the hire period, leave the accommodation in a tidy condition with all equipment being returned to the correct place of storage.

The Hirer is responsible for the safe guarding and safe keeping of all items belonging to the Hirer, its guests/delegates or third parties engaged by it. The School accepts no responsibility for such items.

10. Storage

Storage facilities cannot usually be provided. When Hirers are permitted to leave equipment on the premises, they do so entirely at their own risk.

11. Hirer's property

Furniture and apparatus required may be brought on to the School premises at the Hirer's own risk. The Hirer shall inform the Headteacher in advance of bringing onto the Premises any required furniture or apparatus. Hirers shall not bring on to the premises any article of an inflammable or explosive nature, nor any article producing an offensive smell, nor any other substance, apparatus, or article of a dangerous nature.

12. Indemnity

The Hirer shall indemnify the School and Hampshire County Council against all claims for damages, compensation and/or costs in respect of:-

- (i) bodily injury or illness to Third Parties, and / or
- (ii) damage to Third Party property caused by or arising out of or being incidental to the Hirer's use of the premises.

The Hirer shall be responsible for loss or damage to the School's premises and contents therein and the property of the Hampshire County Council.

The Hirer shall effect adequate insurance in respect of the liabilities and the loss or damage referred to within this Agreement. See Appendix A for explanatory notes on insurance.

13. Refusal of hire

The Governing Body may refuse an application to hire the premises if:-

- (i) The premises are required by the School
- (ii) There has been any damage to the property or breach of these conditions during previous

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use of the premises by the Hirer.

(iii) For any other reason the Governing Body deem it necessary or expedient to refuse the application

No compensation shall be payable by the Governing Body by reason of such a decision.

14. Cancellation by the Governing Body

The School reserve the right to cancel any hiring without notice if:-

- (i) the premises will, due to circumstances outside their control, be unavailable for the hire period or
- (ii) the Hirer has failed to disclose material information concerning the proposed hiring, or
- (iii) there are reasonable grounds to conclude that this Agreement may be breached to a material extent.

Apart from exceptional circumstances, the Governing Body will give at least two weeks' notice to the Hirer, should it become necessary to cancel or postpone a hire.

15. Cancellation by the Hirer

The Hirer must give at least four weeks' notice in writing of cancellation to the Head Teacher. If any shorter period of notice is given, the Governing Body reserve the right to pass on to the Hirer any costs unavoidably incurred or to impose a cancellation charge.

16. Payment of charges

The Governing Body reserve the right, on proper notification, to invoice the Hirer for any charges arising from excessive cleaning time incurred as a result of the Hirer failing to leave the School premises in a reasonable condition, or for repair of the School premises or equipment damaged by the Hirer, or resulting from the Hirer failing to vacate the School premises by the time stipulated in the hire form.

17. Statutory requirements

All statutory requirements, including those relating to health and safety and public entertainments, must be strictly fulfilled by the Hirer. Film, music, dancing, indoor sporting events and stage events may be considered to be regulated entertainment and, as such, are licensable activities which require authorisation from the local licensing authority. For all regulated entertainment, it is the Hirer's responsibility to inform the local Licensing Authority and obtain the appropriate licence. This applies if tickets are to be sold at the door or advertised to the public, but also if tickets are offered to friends and neighbours or even if admission is free and open to all.

No musical works in the repertoire of the Performing Rights Society may be performed in public on the premises unless the Hirer has obtained the permission of the Society. No copyright material may be delivered or performed unless the consent of the owners of the copyright has been obtained by the Hirer. The Hirer must indemnify the school and the County Council against any action for breach of copyright.

18. General Conditions

Your use of the school's Premises

- a) The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approved.

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- b) The School's premises are made available to you strictly for the purposes specified. You must make sure that no-one uses the School's premises for any other purpose while under your control, without the School's prior written consent.
- c) You are only allowed to use the parts of the School's premises specified (together with any necessary access to and from the School's entrance as agreed). You must make sure that no-one trespass on any other part of the School's premises.
- d) You are only allowed to use the School's premises during the times specified. You must make sure that no-one arrives earlier, or leaves later, than the stated times.
- e) You are responsible for everyone who is on the School's premises for the activities you are organising and, generally, for everyone who comes on to the parts of the School's premises which are under your control at the stated times. You must ensure that they comply with all the terms of this Agreement.
- f) You will work with the school to ensure that you comply with the School's child protection policy and such other policies as the school requires.
- g) You acknowledge that the School has a responsibility to ensure safety and security on the School site and will comply with all reasonable instructions from school staff in this respect. You will ensure that any windows, doors or other access points opened or unsecured by you or your employees shall be firmly closed at the conclusion of the activity.
- h) Where you are entrusted with keys to the School premises you will:
 - nominate one key holder and one reserve key holder
 - ensure that the key holder does not lend, pass to any other person (except when necessary to reserve key holder) or copy the keys
 - ensure that whenever you leave the School premises, the premises are left secure
 - Indemnify the School against any loss or damage which may be suffered as a result of any failure to comply with this clause including but not limited to costs of replacing keys and locks in the event that the keys are lost.
- i) You agree that there shall be no discrimination by you against any person with respect to opportunity for employment or conditions of employment, because of age, culture, disability, gender, marital status, race, religion or sexual orientation.
- j) You shall comply with the provisions of the Disability Discrimination Act 1995.
- k) You must comply with the provisions of the Race Relations Act 1976 and the Race Relations (Amendment) Act 2000 and shall ensure that you perform your responsibilities with due regard to the need to eliminate unlawful racial discrimination, and to promote equality of opportunity and good relationships between different racial groups.
- l) You shall, at all times, be responsible for and take all such precautions as are necessary to protect the health and safety of all employees, volunteers, service users and any other persons involved in your activities on the school premises and shall comply with the requirements of the Health and Safety at Work Act 1974 and any other Act or Regulation

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relating to the health and safety of persons.

- m) You will ensure that staff are appropriately qualified and there is available at all times a qualified First Aider. If food is to be provided on the premises then you will ensure that all food handlers have received food hygiene training in accordance with the Food Safety (General Food Hygiene) Regulations 1995. You will ensure that appropriate risk assessments are undertaken and reviewed in respect of your activities.
- n) You will inform the School as soon as possible of any accident or any incident or complaint concerning Health and Safety or child protection issues.
- o) You will provide all the materials and equipment for your activities. All purchases shall be in your name and payment shall be made directly by you.
- p) You must comply with all site regulations which the School issue from time to time for users of, and visitors to, the School's premises. The School reserves the right to issue further regulations from time to time about the use of the School's premises. These may be general or they may be specific to your use and control of parts of the School's premises.

19. Alcohol

In no circumstances shall alcoholic drinks be available at any function without prior written consent of the Governing Body. Applications for the sale of alcoholic drinks must be made in writing at the time the Hirer applies for the use of the School premises. If permission is granted for alcoholic drinks to be sold it will be the responsibility of the Hirer to ensure that Temporary Event Notice is obtained from the local licensing authority. The Hirer agrees to comply with all conditions and limitations attached to the Temporary Event Notice he obtains.

The Governing Body reserves the right to require sight of a Temporary Event Notice prior to the letting.

20. Gambling

The School premises may not be used for games of chance, other than bingo, unless specific permission has been granted by the Governing Body.

21. Emergency evacuation procedures

Hirers shall familiarise themselves with the fire precautions in force on the School premises and with the means of evacuation in the event of a fire, bomb warning or any other threat to safety. The Hirer is responsible for ensuring that persons attending are made aware of the evacuation procedures. Fire and other exits must be kept clear at all times.

22. Smoking

No smoking is allowed on the School site.

23. Site Manager

The Site Manager is instructed by the Governing Body to ensure that this Agreement is duly complied with. All reasonable instructions given by the Site Manager on duty must therefore be followed by the Hirer.

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Use of the School premises is limited to the accommodation hired and necessary facilities such as toilets. Car parking is permitted in designated areas at the premises subject to availability and prior consent from the Head Teacher.

24. Right of access

The Governing Body and its agents reserve the right of access to the School premises during the Hire period.

The Headteacher and/or her representative reserve the right to suspend or withdraw use of the School premises by an individual or group with immediate effect on the following grounds:

- (i) causing intentional damage to the School, its equipment or any personal belongings of other users
- (ii) violent, threatening or abusive behaviour to a member of School staff or other users
- (iii) theft of any property belonging to the School or other users
- (iv) disruptive behaviour which is interfering with the activities of others
- (v) behaviour which puts at risk the health, safety or well-being of others
- (vi) non-compliance with or breach of licensing laws.
- (vii) behaviour which is deemed to be offensive and / or results in complaints from users
- (viii) refusal to follow reasonable directions from the Site Manager or other members of the School's staff
- (ix) non-payment of School invoices
- (x) any other behaviour which is considered inappropriate to the smooth and efficient
- (xi) operation of the School, or against the interests of all users

Following the suspension, the Hirer will be given reasons in writing and will be offered the opportunity to appeal to the Governing Body of the School, whose decision will be final

The Hirer may not assign or sub-let the hire of the School premises.

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APPENDIX A

HIRER'S INSURANCE – INDEMNITY CLAUSE

In accordance with the Conditions of Hire, the Hirer accepts responsibility for damage to the School premises and its equipment and for the Third Party claims involving injury to persons and / or damage to property.

A INJURY TO PERSONS OR PROPERTY

1 The Hirer shall indemnify the School and Hampshire County Council against all claims for damages, compensation and / or costs in respect of:

- (i) bodily injury or illness to Third Parties, including the County Council's servants and agents and / or
- (ii) damage or loss to Third Party property caused by, or arising out of, or being incidental to the Hirer's use of the premises.

2 The Hirer shall effect adequate insurance to cover this liability with a minimum limit of indemnity of

- (i) £10 million for commercial hiring's except where otherwise agreed
- (ii) £5 million for non-commercial hiring's

B DAMAGE TO PREMISES AND EQUIPMENT

1 The Hirer shall be responsible for the loss of, or damage to the premises and contents therein, which is the property of the School and /or Hampshire County Council, except when loss or damage to the premises or contents are as a result of the negligence of the School or Hampshire County Council.

2 The Hirer shall effect adequate insurance to cover this liability with a minimum limit of indemnity of

- (i) £10 million for commercial hiring's except where otherwise agreed
- (ii) £5 million for non-commercial hiring's

Hirers must produce evidence that the required insurance cover is in place at least 7 days before the event.

NON-COMMERCIAL HIRERS

Due to difficulties experienced by non commercial hirers in arranging Public Liability Insurance with a Limit of Indemnity of at least £5 million (the lowest limit acceptable for use of Hampshire County Council premises) the County Council has arranged for the following policy, and Hirers who cannot produce evidence of Public Liability insurance, must as a condition of the proposed hiring, take out the Hirer's Insurance arranged by Hampshire County Council, (provided they do not fall within the definition of the exclusions listed below).

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HAMPSHIRE COUNTY COUNCIL – ON BEHALF OF NON-COMMERCIAL INDIVIDUALS AND ORGANISATIONS HIRING COUNTY COUNCIL SCHOOLS, COMMUNITY COLLEGES, EDUCATION CENTRES AND OTHER HAMPSHIRE COUNTY COUNCIL PROPERTIES

OPERATIVE CLAUSE

The indemnity will cover individual Hirers for their legal liability for injury / illness to third parties and / or loss / damage to their property, and loss or damage to the premises and contents hired, including such liability that may be imposed on the Hirer under the terms of the Hire Agreement.

LIMITATIONS

For loss / damage caused other than by Fire or Explosion, cover is subject to an Excess of £100

Damage resulting from Fire or Explosion is limited to £5 million

EXCLUSIONS

Political Meetings and Professional Entertainment Promotions

Commercial, business or trade hiring

NOTE

This is a public liability insurance policy. It does not provide cover for:
Employers Liability – If the Hirer has employees the Hirer must provide this cover.
Professional negligence of the hirer – if the Hirer is providing a professional service they must take out this cover for themselves.
Personal Accident – cover for participants in the Hirers activity where they have been injured as a result of a pure accident and there is no negligence on the part of the hirer.

For and on behalf of Bordon Junior School :

Signed:

Name : **Date :**

For and on behalf of.....

Signed:

Name : **Date :**

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APPENDIX B AGREEMENT TO HIRE

On behalf of the Governing Body of Bordon Junior School we agree			
To allow			
To use			
Class Room.....		School grounds <input type="checkbox"/>	Hall <input type="checkbox"/>
.....		Field <input type="checkbox"/>	
Toilets adult: <input type="checkbox"/>			
Children <input type="checkbox"/>			
Other:			
Date.....			
Time (to include for set up and shut down)			
From		To	
Commencement Date (if more than one session)			
For the purpose of			
<i>Maximum number of Adults</i>			
<i>Maximum number and ages of children</i>			
Charges			
The charge for the use of the premises is			
Names of adults with responsibility for the letting:			
1.			
2.			
Named First Aider			

Signed on behalf of the governing body.....

The agreed Responsibility for locking the school will be

Sign

Print.....

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APPENDIX C

APPLICATION TO HIRE

APPLICANT (organisation):			
PURPOSE OF HIRE:			
Spaces required:			
Classroom <input type="checkbox"/> School grounds <input type="checkbox"/> Hall <input type="checkbox"/>			
Other:			
Day and date:			
From		To	
Maximum number of Adults:			
Maximum number and ages of children:			
Public Liability Insurance with: Please attach a copy of insurance certificate			
Names of adults with responsibility for the letting:			
1.			
2.			

Signed on behalf of the applicant:

Name of organisation:

Signed:

Name:

Position within organisation:

This policy is reviewed annually by the governing body in line with the policy review schedule.