

**LETTINGS POLICY
(HIRING OF SCHOOL PREMISES)
(TERMS AND CONDITIONS)
FOR
THE BUCKINGHAM SCHOOL
A SPECIALIST SPORTS COLLEGE**



Named Person: SCHOOL BUSINESS MANAGER
Attached Committee: FINANCE & RESOURCES

Adopted: MAY 2012
Reviewed: JULY 2019
Review Cycle: 1 YEAR
Next Review Date: JULY 2020

Lettings Policy (Hiring of School Premises) Terms and Conditions

Introduction

The Buckingham School has much to offer the local community in terms of access and use of premises. The School welcomes the letting of premises by the local community and is able to provide a range of additional 'services'/resources to meet specific requirements of the Hirer.

The School is a central part of the local community/neighbourhood and will actively seek to develop and support community partnerships.

Monitoring, Evaluation & Review

The Governing Body will review this policy annually and assess its implementation and effectiveness. The policy will be widely promoted and published throughout the School's website www.buckinghamschool.com

Venue Tariff/Lettings Charges

The following principles are applied by the Governing Body when setting the Hire Charges for use of premises at the School by bona fide, non profit making community groups, Governing Body, Parents and Staff Associations, Local Authority provision and "directed" use:

- Registered voluntary, non-profit making local community groups will be charged at cost or less to cover staffing, energy, wear & tear, administration etc. If the Hire Charge is less than the actual costs incurred, such use must be subsidised by income already received from other lettings: There must be some overall net income.
- The Youth Services and providers of Adult Learning will pay an agreed fee for a range of services throughout the year, taking into account reciprocal services (i.e. the Hire Charge may be free, if activities are open to The Buckingham School students at no charge)
- Local Authority use of the School as a Polling Station will be charged on the basis of 'all additional costs' incurred by the School
- Lettings to the Governing Body, Parents and Staff Associations are provided free of charge. The management of such lettings will endeavour to ensure that there is concurrent use of premises to offset costs incurred.

Terms and Conditions of Hire of the School Premises

1. The Governing Body is responsible for the agreement of any terms and conditions relating to the proposed letting of premises

Use of premises for School functions take priority over all other hire of premises. The School premises will not be available for hire if there is any reason to believe that any individual or organisation involved in the letting may bring the School's name into disrepute. If any member of staff believes a letting should not be permitted s/he must report their concerns to the Governing Body.

Application for hire of facilities/Services at the School must be made to Main Reception who will identify level of service and accommodation requirements in conjunction with the Site Manager and Finance Assistant.

The School reserves the right to cancel any hire Agreement and will undertake to fully refund any deposit/part payment in respect of "Hire Costs". The management reserves the right at all times to refuse or restrict access to the School.

These terms and conditions for the hire of premises at THE BUCKINGHAM SCHOOL, LONDON ROAD, BUCKINGHAM MK18 1AT, form the basis of a contract for the hire of premises and must be signed by an individual/ Elected Officer on behalf of a constituted organisation or commercial business Limited by guarantee with appropriate delegated authority/consent. All terms and conditions must be complied with.

2. Status of the Hirer

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.

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background.

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.

The Hirer shall not use the facilities for any other purpose other than that specified in the "Agreement to Hire." The Hire of Facilities is for access to, and use of an agreed room or area of the School. All other areas are restricted and "Hirers" are requested to have consideration and respect at all times for other users of the premises. The "Hirer" is responsible for ensuring that all participants or those members of the public directly associated with the "Hire" do not enter areas within the School that do not form part of, or direct access to the "Hire" facility.

The Hirer will ensure that accommodation and equipment used is left in a clean, tidy and safe condition at the end of the period of use.

The Hirer shall not, unless expressly authorised:

- Sell or supply to other persons any goods of any description whatsoever
- The Hirer shall ensure that no gaming or unlawful act is permitted during the period of hire/function.

The Hirer acknowledges the right of the School to enter the area of hire at anytime during the letting of premises and furthermore, reserves the right to terminate a "Hire" where the "Hirer" is in breach of any of the stated terms and conditions of the "Hirer's Agreement".

3. Disclosure and Barring Service (DBS) Checks

It may be necessary for the Hirer to undergo a criminal records check via the Disclosure and Barring Service (DBS) 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 Board requirements to establish the requirement for DBS checks.

When there is a requirement for DBS checks to be undertaken, 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 DBS checks have been carried out on request.

4. Indemnity and Insurance

Lettings are made on the agreement that the County 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 County Council or the Governing Body.

The Hirer shall insure with a reputable insurance office approved by the County 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 the County 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 and the Governing Body within seven days of a request.

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.

As an alternative to asking each organisation to separately arrange public liability and accidental damage insurance, the school buys into the County's insurance package which has a Hirer's policy available offering public liability cover at £5 million with premiums based on 10% of the lettings fee. For organisations that do not have their own insurance or where their insurance has elapsed the 10% charge is automatically added to their lettings fee.

5. 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.

6. Licenses and Performance Permissions

The Hirer shall be responsible for obtaining all 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 Premises 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 Aylesbury Vale District Council: Tel: 01296 585560 or email: licensing@aylesburyvaledc.gov.uk

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

7. 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. All individuals and/or organisations hiring any part of the School premises must conform to all relevant Health and Safety legislation and familiarise themselves with the School's Policy Statement A Risk Assessment statement detailing relevant Health and Safety issues should accompany any application for letting.

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 via the Site Management Office with the procedure for evacuation of the premises, the escape routes, assembly points, and shall be familiar with the fire-fighting equipment available; the Hirer will also be required to sign a copy of The Buckingham School's Health & Safety Policy and Emergency Evacuation and Lockdown Procedures. The Hirer is responsible for recording that all members of the public associated with the hire of facilities have vacated the premises in the event of an emergency.
- 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) the use of candles and other open/naked flames is strictly prohibited;
- j) 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 Bucks County Council disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment.

- 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.

8. The Hirer's Responsibilities

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

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

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

9. 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.

10. 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.

11. 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.

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. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the building.

12. 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.

13. Kitchen/Food Preparation*, Facilities and Equipment

Third parties shall only be permitted to share use of kitchens and/or equipment where a member of the school's staff is available to supervise such use and subject to reimbursement of the resultant staff costs.

A "Slip Kitchen" - where only a kettle and washing up facilities are available, can be used by a Hirer without supervision.

14. 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.

15. Smoking

The whole of the school premises, which includes the grounds, is a non-smoking area, and smoking is not permitted.

16. 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.

17. 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.

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.

18. Rules

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

19. 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 where possible at least 28 days' notice either way is given. It is the Hirer's responsibility to notify attendees of any changes in dates or venues. The School reserves the right to cancel at short notice due to unforeseen circumstances or urgent school events.

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.

The "private" hire of premises requires payment in full of any "Hire Costs" relating to the use of premises. In addition, the School reserves the right to ask all Hirers for a surety deposit of £250 which is fully refundable after the hire subject to there being no additional costs or damages.

Lettings and Bookings Identity Cards

Hirers will be accessing the school site using their own **registered identity card**. These cards will allow the Hirer to access the site at specified hours only, and ensure safeguarding and GDPR compliance. If the card is misplaced, lost or stolen it must be reported immediately. Replacement of cards will be charged to the Hirer at a cost of £10 per card. At the end of the hire agreement, Hirers must return cards to the School.

20. Sub-Letting

The Hirer shall not sub-let the premises, underlet or share possession with any other parties.

21. 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.

22. 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.

23. 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.** Where parking accommodation is available, this must be used, and users of the school should avoid undue noise on arrival and departure.

24. Toilet Facilities

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

25. 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 Finance, Health & Safety Committee may monitor activities from time to time.)

26. 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.

27. 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's own complaints policy, depending on the nature of the complaint. It will be at the Headteacher's discretion which complaints' procedure is followed.


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Adopted: May 2012
Reviewed: July 2019
Next Review Date: July 2020

Mr Matthew Watkins
Chairman
Governing Body

Signed: 

Date: July 2019