



**Leicestershire  
Traded Services**

## **Badgerbrook Primary School Hiring Policy**



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## **Introduction**

The governors recognise the value of making the school available for hiring where possible, provided that any hiring is not detrimental to the school or its pupils. The purpose of this policy is to ensure that any group or person hiring the school does so in a manner that is safe and acceptable.

This policy and the subsequent hiring process follows the advice provided by Leicestershire County Council

All hiring will be at the discretion of the governing body or its representatives who may refuse a hiring if they consider it is in the interests of the school to do so.

## **Aim**

To ensure that the process of hiring is consistent, fair and equitable.

## **Delivery**

### **The governing body will:**

- Ensure that relevant governors are conversant with the guidance issued by Leicestershire County Council, to ensure effective process and practice.
- Set the scale of charges in line with advice taken Leicestershire County Council.
- Provide any hirer with full information, a hiring request form, an indemnity and conditions for hire document (*Appendix A*) and an up to date list of charges (*Appendix F*). The application form must be completed and the indemnity signed in respect of all hirings whether a charge is made or not. Completion of the form is essential and enables the County Solicitor to take proceedings in the event of wilful damage or failure to pay the hiring fee etc. For regular hiring, (e.g. sporting activities over a season) only one application form per term is required. The application will be renewed termly.
- Ensure that hirers are aware of their responsibilities for example: emergency procedures, child protection, health and safety, insurance etc.
- Review the hiring policy in line with the three-year policy review cycle, review charges annually and make any changes as necessary.
- Delegate the responsibility to the Headteacher to decide whether the attendance of the Premises Officer is required at a hiring, taking account of issues like health and safety, security, and the nature of the activity.
- Not allow the hiring of its premises to any organisation which may have racist objectives or policies.
- Not allow the hiring of premises to any organisation that goes against the ethos and standards of the school.
- Have relevant monitoring and evaluation procedures in place to ensure the policy works effectively.

## Administration Procedures

- The Headteacher is responsible for the management of hirings, in accordance with the Governing Body's policy. If there is concern about whether a particular request for a hiring is appropriate she will consult with the Chair of the Governing Body.
- The Administration team are responsible for the administration of all hirings.
- The Premises Officer is responsible for the security of the building and for reporting any mis-use of the premises.
- All hirers must complete the hiring request form, which sets out the time and date of the proposed hiring and the precise definition of the premises and facilities to be hired, including changing rooms for sporting events, toilets and kitchens.
- The person signing the hiring form (then known as "the Hirer") is responsible for all aspects of the hire.
- By signing the hiring form, the person signing acknowledges and agrees to adhere to all aspects and conditions of the school's hiring policy.
- All applications will be considered by the Headteacher as the representative of the Governing Body and takes the decision to permit the hire.
- If the Premises Officer is not able to service a hiring, a key holder will be identified, who will receive payment at the same rate as the Premises Officer.
- Confirmation of the agreement will be given to the hirer setting out the terms of the hire, including insurance requirements.
- The hirer will be invoiced for the cost of the letting, in accordance with the Governing Body's current scale of charges, which must be paid in advance unless otherwise agreed by the Governing Body.
- A receipt will be issued.

## LEICESTERSHIRE COUNTY COUNCIL

## THE GOVERNORS OF BADGERBROOK PRIMARY SCHOOL

## INDEMNITY AND CONDITIONS OF HIRE FOR SCHOOL PREMISES

1. The Hirer shall be responsible for obtaining any licences and for completing any returns that may be required by the Performing Rights Society, Phonographic Performance Limited, The Copyright Licensing Agency Limited and all other similar bodies in connection with the hiring and the Hirer shall indemnify the Leicestershire County Council and the Governors against the consequences of the Hirer's failure to do so.
2. The Hirer agrees to pay the hiring fee or any balance not less than 14 days before the hiring is to take place. This will be invoiced by the school and paid by BACS – BACS details are shown on the invoice. If payment is not made by the due date or if any of these conditions of hire is not complied with then the Governors reserve the right to cancel the hiring.
3. During the period of hiring, the Hirer shall be responsible for all damages, losses, claims and costs arising out of their use of the premises and shall indemnify the County Council and the Governors from and against any expense liability loss claim or proceedings including claims for personal injury to or the death of any person whatsoever arising out of the course of or caused as a result of the hiring except where due to the negligence of the County Council or the Governors or their respective servants or agents.
4. The Governors may cancel any hiring if, in their opinion, the organisation hiring the premises (or on behalf of has racist aims or policies (regardless of the stated reason for the hiring of the premises). In such event neither the County Council nor the Governors shall incur any liability to the Hirer whatsoever other than to return any hiring fee paid by the Hirer in respect of such cancelled hiring.
5. If the Hirer cancels the hiring of the premises for any of the dates specified in the application to hire form or booking confirmation, then the Governors will be entitled to retain the whole of the hiring fee paid in respect of the cancelled hiring, provided always that if notice of the cancellation of a hiring is received by the Governors at least 14 days before the hiring was to take place then the Governors may, at their absolute discretion, repay to the Hirer an amount not exceeding 90% of the hiring fee.
6. The Hirer is required to have adequate Public Liability Insurance in place for the use of any Leicestershire County Council Premises. The hirer should tick the box on the Health & Safety/Insurance sheet (*Appendix E*) to confirm that they hold Public Liability Insurance through a reputable provider and supply a copy of their insurance certificate along with the confirmation sheet and the hiring request form.
1. The Hirer agrees that if any provision of this hiring is or becomes illegal or invalid, it shall not affect the legality and validity of the other provisions and that if the Governors choose not to enforce any provision this will not constitute a waiver of their right to do so in future.
9. To comply in full with the following conditions and with the Special Conditions in Clause 10 below (if any):
  - i) The Hirer shall ensure that the number of persons attending their hiring/function is reasonable having regard to the intended use and the type of persons likely to attend

and in any event is within any maximum limits determined by the fire risk or health & safety assessment for the premises;

- ii) The Hirer acknowledges that they have been supplied with Health and Safety Information for the premises to be hired and that as responsible persons they must carry out their own fire risk assessment for the premises hired and provide the Governors with a copy;
- iii) No preparation is to be applied to the floors of the premises and any spillages or any damage to the premises or injury to any person occurring during the course of the hiring, must be reported to the Premises Officer/school as soon as possible. Any accident or injury must be recorded and the Hirer shall co-operate fully and assist the Governors in that connection;
- iv) There must be no interference with school equipment during the hiring and any furniture moved must be replaced and the premises must be left in a clean and tidy condition and clear of all rubbish. Interference with any fixed installation or the removal of any fire or safety notices or equipment is not permitted;
- v) No adjustment or interference with the central heating system is allowed;
- vi) The premises shall be vacated at the end of the hiring time specified in the application to hire form or booking confirmation or at such later time as may be permitted by the Governors;

10. Special Conditions applicable to the hiring:

Public Entertainment/Licensing (See Appendix D)

Public (regulated) entertainment shall not take place on the premises nor shall intoxicants be brought onto the premises whether for sale or otherwise without the prior written approval of the Governors which may be given subject to the following conditions:

- i) The consumption of alcohol without sale may be permitted subject to the Governors being satisfied that excessive quantities of alcohol will not be made available;
- ii) The sale of alcohol will not be permitted.

Child Protection

The Hirer shall ensure that where a hiring involves activities aimed predominantly at children, and/or the activity is positively supported by the school for the attendance of children, they have appropriate child protection policies and procedures in place and that they themselves and those persons likely to have contact with children have been subject to enhanced Disclosure and Barring Service checks. The Governors reserve the right to require the Hirer to produce evidence that enhanced DBS checks have been carried out on all persons and to review child protection policies and procedures and to impose any additional requirement they consider appropriate in connection with the hiring. If for any reason the Governors are not satisfied, then they reserve the right to cancel any hiring and there shall be no liability to the Hirer other than to refund any hiring fee or deposit paid.

## General

The Governors may cancel any hiring if the premises or any part thereof are rendered unfit or become unavailable due to unforeseen circumstances or are required for School/Education Curriculum purposes or are required for use as a Polling Station for a Parliamentary or Local Government election or by-election and there shall be no liability to the Hirer other than to refund any hiring fee or deposit paid for the cancelled hiring.

The Hirer must not do or allow anyone attending their hiring to do anything on the premises which is or may become a nuisance to the Governors, the School or other hirers or to the occupiers of adjoining or neighbouring premises. The Hirer shall be responsible for requiring any person causing such a nuisance to leave the premises. It is the Hirer's responsibility to ensure that the minimum of noise is made on arrival and departure.

The Hirer acknowledges that they do not have exclusive rights to occupy the School premises and that there may be other hirings taking place.

The hiring is personal to the Hirer and/or the organisation that they represent and they agree that they will not sublet any hiring without the written agreement of the Governors.

The Hirer must not use the premises for any auction sale, trade, business or manufacture without the written agreement of the Governors or for any illegal or immoral act or purpose and the Governors reserve the right to cancel with immediate effect any hiring where such use is taking or is intended to take place without refund of the hiring fee paid.

The Hirer shall ensure that any electrical appliances brought onto the premises and used there shall be in safe working order, be used in a safe manner and have been tested in accordance with current safety testing requirements.

The Hirer shall ensure that no animals (including birds) except guide dogs are brought onto the premises other than with the written agreement of the Governors.

All school buildings and associated premises are non-smoking areas.

All vehicles parked on the school premises are parked at the owner's risk and no liability is accepted for damage to such vehicles or their contents.

All persons hiring the school premises will be expected to conform to the relevant Health & Safety regulations.

It is the responsibility of the Hirer to ensure that their members of staff have been fully trained in the use of any equipment to be used during the letting and that at least one has an up to date first aid certificate.

Lettings after 10.00pm will not generally be permitted.

No stiletto or any type of thin heel is to be worn. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the premises.

No Bouncy Castles or similar are allowed on the premises. Any balls used within the building should be soft foam only.

## Health & Safety Information

Thank you very much for showing an interest in hiring our facilities. To ensure your time spent on our premises is a happy and safe one, we would like to draw your attention to the following health and safety issues that become your responsibility during the hire period:

1. It is your responsibility to produce your own risk assessment, to take account of the activities you and your participants will be undertaking. You should submit a copy of your risk assessment with your hire form.
2. We will expect you to familiarise yourself with the following:
  - Fire alarm points. (Use these to sound the alarm if necessary, you should also make a phone call to the emergency services).
  - Fire evacuation procedures, routes, refuge point and assembly point.
  - Contact telephone number for the Premises Officer.
  - Hirers should have their own first aid kit available.
  - Toilet access.
  - Drinking water access.
  - Entrance and Exit access.
3. In accordance with the premises Fire Evacuation Plan, you will be required to:
  - Keep a register of people in the building and people who leave early.
  - Familiarise all participants with the position of a phone, fire alarm points, fire evacuation routes, fire refuge point and fire assembly point.
  - Ensure you have made specific arrangements to evacuate wheelchair bound participants from the building.
  - You are also advised to carry out a practice evacuation of the premises to highlight any causes for concern.
4. Whilst we will endeavour to maintain the building and equipment to very high standards, if you have cause for concern about the state of the building or equipment, please ensure you report it immediately to our Premises Officer so that the issue(s) can be rectified as soon as possible. Should you or any of your participants be involved in an accident on the site, you must inform the Premises Officer who may require you and/or your participants to complete an accident form.

## Equality Act 2010

On 1 October 2010 nearly all parts of the discrimination legislation were repealed and replaced by the provisions of the Equality Act 2010. In the main, this Act mirrors the provisions of the previous legislation, however in some instances the duties created are wider than before.

Therefore, care needs to be given to ensure that the provisions of the Equality Act are being complied with.

### Rights of Access to Non-Educational Services

The Equality Act states that service providers must not discriminate against disabled people by:

- Refusing to provide or deliberately not providing any service which is provided to other members of the public (or a section of the public);
- Providing a lower standard of service;
- Offering a service on less favourable terms, by terminating the provision of the service or subjecting them to any other detriment;
- Failing to make adjustments to any practice or policy or procedure which makes it impossible or unreasonably difficult for disabled persons to make use of the services;
- Failing to make adjustments to a physical feature (e.g. one arising from the design or construction of a building or the approach or access to premises) which makes it impossible or unreasonably difficult for disabled persons to make use of a service;
- Refusing to give any hiring or permission to occupy premises to disabled persons;
- Making any such arrangements on terms which are discriminatory

The legislation also places restrictions on the above matters where any action or omission is deemed to be harassment or victimisation.

Where a public function is being exercised that is not the provision of a service to the public or a section of the public you must not do anything that constitutes discrimination, harassment or victimisation.

### Provision of Non-Educational Services

The provision of non-educational services is covered by the new requirements and the following activities should generally be regarded as non-educational for the purposes of the Equality Act 2010 and complying with Part 3 as to the provision of services:

- Governor's meetings with parents;
- Admission and exclusion appeal hearings;
- Evening classes, parent's evenings;
- Fund raising events organised by the PTA, e.g. car boot sales or dances;
- Use of school sports facilities by the local community;
- Hiring of the school accommodation to members of the public;
- Leisure time activities for children or adults without any element of any educational development

Responsibility for complying with the rights of access rests with the service provider. In the case of hirings this could be:

- The governing body;
- The Local Authority;
- The Parent Teacher Association;
- A local club or association which has hired premises from the school.



## **The SEN and Disability Act 2001**

The SEN and Disability Act 2001 came into force from September 2002 and in essence extended the requirements of the Disability Discrimination Act to pupils and students coming in to school for educational reasons. Such pupils had previously been excluded from the requirements of the Disability Discrimination Act: The Act placed 2 key duties on schools in the provision of education. The first one was to prepare and develop an Accessibility Plan by April 2003. This is required to address 3 distinct elements of planned improvements in access for disabled people which cover the environment, the curriculum and the provision of information. The second is a duty not to discriminate in the provision of education or educational services unless there are no reasonable measures which can be taken to avoid that discrimination.

As stated above, as of 1 October 2010 the majority of the Disability Discrimination Act (including the amendments introduced by the SEN and Disability Act) and other discrimination legislation was replaced by the Equality Act 2010, however the duties created by previous legislation, both those set out above and elsewhere within the discrimination legislation, still continue in the Equality Act 2010.

The Equality Act goes further than this and places a duty not to discriminate, harass or victimise in relation to the access of a benefit, facility or service.

The Equality Act continues the previous obligations to make reasonable adjustments in relation to a disabled person.

The Equality Act covers all the different strands of discrimination that were previously set out in legislation and provides protection from discrimination on grounds of sex, race, sexual orientation, disability, religion or belief, age, gender reassignment and marriage and civil partnership. Whilst disability may be the most usual heading that will arise in relation to the hiring and community use of premises, consideration should be given to all of these areas of discrimination.

## Appendix D

### Alcohol and Entertainment on School Premises

The Licensing Act 2003 now controls the sale and supply of alcohol, the provision of regulated entertainment and the provision of late night refreshment.

#### Licensable activities are:

- i) the sale by retail of alcohol;
- ii) the supply of alcohol by or on behalf of a club to or to the order of a member of a club;
- iii) the provision of regulated entertainment;
- iv) the provision of late night entertainment.

#### Regulated entertainment includes:

- i) the performance of a play;
- ii) an exhibition of a film;
- iii) an indoor sporting event;
- iv) boxing or wrestling entertainment;
- v) a performance of live music;
- vi) any playing of recorded music;
- vii) a performance of dance;
- viii) entertainment of a similar description to live music, recorded music or dance; but the entertainment or entertainment facilities must be for the public or a section of the public or for members or guests at a club or if not any of those then for consideration and with a view to profit.

A **Premises Licence** authorises the holder of the licence to use the premises for the licensable activities and in accordance with the detailed operating conditions.

**Personal Licences** authorise individuals to supply alcohol or authorise the supply of alcohol in accordance with a premises licence.

A **Club Premises Certificate** provides authorisation for qualifying clubs to use club premises for qualifying club activities.

The grant of premises licences and club certificates is through the local authority (District Council) for the area in which your school is situated, and for personal licences it is the Council for the area in which the applicant is normally resident.

#### Permitted Temporary Activities

Small scale temporary events are permitted and may be carried out in accordance with a temporary event notice given under the Act.

There are formal requirements and procedures to be followed to authorise such temporary events at which alcohol will be sold or supplied and/or other licensable activities will take place, the most notable of which are as follows:

- i) notice in the prescribed form and containing the prescribed information must be given to the local authority and police by the premises user a minimum of 10 working days before the day on which the event period begins;
- ii) the event must be of less than 96 hours' duration;
- iii) there must be more than 24 hours between events using the same premises or having the same premises user;
- iv) there can be a maximum of 12 events at the same premises in any one calendar year;
- v) the premises can be used on no more than 15 days in any calendar year;
- vi) no more than 500 persons are to be allowed on the premises at the same time;
- vii) where the supply (sale) of alcohol is involved the notice must make it a condition of using the premises that such supplies are made under the authority of the premises user who can hold 5 events in any calendar year (50 if a personal licence holder).

### **Note**

The information provided is not exhaustive and is intended as a guide only. If you are unsure what restrictions may apply to the intended booking or for a function you intend to promote, then you should seek appropriate advice from the Licensing Officer at the District Council in which your school is located or from the Learning Environment Team or the County Solicitor.

The application form for the hire of premises provides for the provision of regulated entertainment and/or the consumption of alcohol if the Governors agree and it sets out suggested conditions (see clause 10 – Special Conditions).

If alcohol is to be consumed, then you should consider the nature of the function and whether or not the alcohol is to be sold to the persons attending i.e. by the operation of a bar. If alcohol is to be sold (and sale includes most devices intended to avoid the need for a formal licence including tickets for a dinner which includes wine or similar) then it will be necessary for the premises to be licensed.

You should also be satisfied that the quantities of alcohol available will not be excessive and that the number of persons attending the function is reasonable and within any maximum limits determined by your fire risk assessment for the premises having regard to the intended use and the type of persons likely to attend.

If your premises are not already licensed for the sale of alcohol and other regulated activities then the alternatives are for the Hirer, perhaps in consultation with you, (or possibly for the school itself) to arrange to give a temporary event notice. If your school holds a premises licence then the supply of alcohol may be through your own personal licence holder if they are to run the bar or through some other personal licence holder, but if the latter then the original personal licence should be inspected and a copy taken for your records.

If regular events are to be held at your school, then you may wish to consider applying for a premises licence as it would simplify the running of a bar and other regulated activities. This could require changes to your Planning Permission and advice should therefore be sought from the Learning Environment Team before proceeding.

## Hirings

**Health & Safety/Public Liability Insurance – Confirmation Form**

Please complete the form below and return it with your hire forms and risk assessments

Name of organisation: .....

Name of Person in Charge: .....

Address: .....

.....

Telephone Number: ..... Mobile: .....

Email Address: .....

No	Issues/Items	Tick to indicate you have received information and/or instruction about these issues/items
1	Fire alarm points	
2	Fire evacuation procedures	
3	Evacuation routes	
4	Assembly point	
5	Location of a telephone (in school hours)	
6	Contact number for Premises Officer	
7	Location of the first aid kit	
8	Toilet access	
9	Drinking water access	
10	Entrance and exit access and security systems	
11	Information about reporting damaged or faulty building infrastructure and/or equipment	
12	Information about reporting accidents	

I confirm (Please tick the boxes and sign the form):

I have been made fully aware of my health and safety responsibilities for the hire of facilities at Badgerbrook Primary School

At least one person in charge of the hiring has an up to date first aid certificate

By ticking the box above the Hirer acknowledges that they hold an up to date first aid certificate and a copy of the certificate has been provided to Governors

I/We have Public Liability Insurance

By ticking the box above the Hirer acknowledges that they hold Public Liability Insurance through a reputable provider and a copy of the insurance certificate has been provided to the Governors.

I and all my staff or representatives are eligible to work in the UK and have the relevant teaching/coaching qualifications

By ticking the box above the Hirer confirms that all the relevant checks have been completed.

Where the hiring involves activities aimed predominantly at children and/or the activity is positively supported by the school for the attendance of children:

Those persons likely to have contact with children have been subject to enhanced Disclosure and Barring Service checks

By ticking the box above the Hirer confirms that all appropriate safeguarding checks have been made.

Signature of person in charge: ..... Date: .....

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## Badgerbrook Primary School

*Lettings charges are based on five categories. These categories are for general guidance. The Governors may, at their discretion, add further users within the appropriate categories.*

### Group A Use

*The following qualify for free letting:*

- a) All school events (parent consultations, governor's meetings, performances, fundraising etc)
- b) Friends of Badgerbrook - the use of the building, either for functions or meetings as they work towards raising money for the benefit of the school.
- c) Organisations or individuals providing music tuition for Badgerbrook pupils at our request.

### Group B Use

A charge of **£17.50** will be made to organisations providing activities for Badgerbrook pupils only, at our request, finishing before 6pm.

The Governing Board of Badgerbrook have considered the charges rates for After School Clubs to be changed to show that regardless of the rate/s charged by any club using the school facilities these club/s ***must in the best interests of the school pay a letting fee.*** This decision has been thought through carefully and due to rising costs of utilities, costs of cleaning and costs related to the Premises Officer's duties the Governing Board feel they have no alternative but to amend the Hiring Policy to include this clause.

### Group C Use

The following scale of charges will be applied to individuals, groups and commercial organisations hiring the premises for the delivery of their business:

Weekdays		Termly	One off
Hall	Letting finishing before 10pm (unattended)		
	1 hour	£33.11	£35.31
	2 hours	£39.27	£41.47
	3 hours	£45.43	£47.63
	4 hours	£51.59	£53.79
Hall	Letting finishing before 10pm (Premises Officer in attendance)		
	1 hour	£53.20	£56.21
	2 hours	£79.45	£81.65
	3 hours	£105.70	£107.90
	4 hours	£131.95	£134.15
Changing Rooms/Single classrooms (unattended)			
	1 hour	£27.30	£29.30
	2 hours	£30.10	£32.10
	3 hours	£32.90	£34.90
	4 hours	£35.70	£37.70
Football Pitches		£22.99	£25.19

***Charges need reviewing yearly to cover the any increase-costs in utilities, cleaning, and premises officer.***

