



Lindow Community Primary School

School Policies

Control Sheet

Policy: **Premises Management**

Policy Type: **Statutory**

Author: **Headteacher**

Owner: **Headteacher**

Approved by: **Governing Body**

Reviewed: **Annually**

Policy: Premises Management

1. Introduction

The Governing Body regards the school buildings and grounds ('the premises') as a community asset and will make every reasonable effort to enable them to be used. However, all third-party users will be expected to meet all costs incurred by the school in making the premises available for hire.

Given that the overriding aim of the Governing Body is to support the school in providing the best possible education for its pupils, no hiring of the premises to outside organisations will be allowed that might compromise this aim.

The purpose of this policy is to:

- provide clear guidance on the hire of school premises
- enable safe access to the school site and premises
- promote the use of school facilities by the wider community
- safeguard the interests of the school and of Cheshire East Council

This policy supersedes all previous policies relating to the hire of school premises.

2. Definition of a Hiring

A hiring is defined, for the purposes of this policy, as 'any use of the school buildings and grounds by parties other than the school'. It must not interfere with the educational activities of the school.

Use of the premises for activities such as staff meetings, parents' meetings, Governing Body meetings, Parent Teacher Association (PTA) meetings and events, and, extra-curricular activities of pupils supervised by school staff, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school's delegated budget and do not require a hire agreement. The use of the school for any other activities outside the normal school day (i.e. 9.00am to 3.30pm) must be with the prior agreement of the Headteacher and, as appropriate, subject to the completion of all necessary risk assessments and provision of relevant insurance cover and statutory licences, copies of which must be submitted to the Headteacher prior to the commencement of the activity.

3. Conditions of Hire

3.1 Hiring Process

Organisations or individuals seeking to hire the school premises must in the first instance approach the Headteacher who will identify their requirements and clarify the facilities available. A **School Premises Hire Request Form**, available from the School Office, should be completed at this stage.

On receipt of the School Premises Hire Request Form, the Headteacher will determine if the hiring can be accommodated. The Headteacher may consult with the Governing Body (or delegated Finance & Resources Committee) to assess the potential risks and solutions associated with the proposal and determine if the proposal is appropriate for the school.

The Headteacher and/or Governing Body has the right to refuse an application, and no hiring should be regarded as confirmed until approval has been given in writing by the Headteacher. No public

announcement of any activity or function taking place should be made by the individual or organisation concerned until the booking has been confirmed in writing.

All terms and conditions set out below and in the hire agreement must be adhered to. The 'hirer' shall be the organisation or individual making the application to hire the school premises, and they will be responsible for ensuring compliance with this policy and the hire agreement.

3.2 Hiring Agreement

Following the submission of the School Premises Hire Request Form, and where the hiring can be accommodated by the school, the applicant will be required to enter into a School Premises Hiring Agreement and provide the school with the required documentary evidence, at least seven days prior to the date of the hire or commencement date for repeat bookings. All documentation required from the applicant will be checked and verified by the Headteacher. No hiring will take place until the signed agreement and accompanying documentation has been received by the school and the hire charge paid in accordance with the Governing Body's current Scale of Charges (see paragraph 3.20). Repeat bookings will be invoiced in advance on a termly basis.

The Headteacher, in consultation with the Governing Body / Finance & Resources Committee, may exceptionally agree variations to the Scale of Charges on a case by case basis. Any variation is wholly within the school's discretion and will be made without prejudice to any future hiring to that party or another.

Any hire agreement entered into is personal to the hirer only and nothing contained within it is intended to have the effect of giving exclusive possession of any part of the school to them, or of creating any tenancy or lease between the school and the hirer. The Headteacher will consult the Governing Body / Finance & Resources Committee in all cases where the request to use the school runs the risk of creating a tenancy or lease.

3.3 Hire Period

The agreed hire period will be set out in the hire agreement. Repeat/regular hiring arrangements must be reviewed and renewed every 12 months. Unless a new agreement is made between the hirer and the school, the hiring will automatically cease after 12 months.

3.4 Status of the Hirer

Hiring arrangements will not be made with persons under the age of 18, or to any organisation or group with an unlawful or extremist background (the Governing Body's discretion is absolute in the latter regard).

At the discretion of the Governing Body, it may be necessary for the hirer to undergo a criminal record check via the Disclosure and Barring Service (DBS). If a hiring involves contact with children and/or young people, it is the responsibility of the hirer, as advised by the Headteacher, to ensure they have complied with the relevant Cheshire East Council and school policies. These checks must be made by prior arrangement with the Headteacher, with at least half a term's notice in advance to ensure that the checks can be carried out in time.

Any adults working with the school's pupils (for example, at an after-school sports club) must be appropriately qualified. No person for whom a DBS check is required, but which has not been completed and provided to the Headteacher prior to the start of the hiring, will be allowed to participate in the purpose of the hiring.

3.5 Priority of Use

The Headteacher will resolve conflicting requests for the use of the premises, as appropriate, consulting with the Governing Body / Finance & Resources Committee, with priority at all times being given to school functions. The school's decision in these matters will be final.

3.6 Attendance and Public Safety

The hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approval given. The hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits.

3.7 Nuisance/Disturbance

The hirer is responsible for ensuring that the noise level of their activity does not interfere with the other activities within the premises or cause inconvenience or disturbance to the occupiers of nearby properties. The hirer shall be responsible for providing adequate supervision to maintain order and good conduct, including as people arrive and leave the premises, to minimise any nuisance caused to the school's neighbours.

3.8 Own Risk

It is the hirer's responsibility to ensure all those attending are made aware of the fact that they do so in all respects at their own risk. Hirers must also make themselves aware of and conform to the school's Health and Safety policy and associated risk assessment processes. These are available on request from the School Office. It is the hirer's responsibility to complete a risk assessment and provide the school with a copy prior to any use of school premises.

3.9 Damage, Loss or Injury

The hirer will warrant to the Governing Body that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the hiring. The minimum limit for this insurance cover is £5 million. The hirer must produce the appropriate certificate of insurance cover before the hiring can be confirmed.

Neither the school, nor Cheshire East Council will be responsible for any injury to persons or damage to property arising out of the hiring of the premises. The hirer is responsible for any damage caused to the school's property, whether accidental or malicious, during any activity. The hirer is advised to ensure that appropriate damage insurance is in place as the hirer will be liable for meeting the full cost of any damages arising from its hire.

Neither the school, nor Cheshire East Council will be responsible for any consequential loss to the hirer for any cancellation by the school of a hiring.

3.10 Furniture, Fixtures and Fittings

Furniture, fixtures and fittings shall not be altered, removed or interfered with in any way. 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 hiring, the hirer shall pay the cost of any reparation required.

3.11 School Equipment

Responsible adults must supervise the use of any of the school's equipment which is issued and ensure its safe return. The hirer is liable for any damage, loss or theft of school equipment they are using, and for the equipment's safe and appropriate use.

3.12 Licences

School premises will not be hired for any activity requiring entertainment and/or alcohol licences.

The hirer will indemnify the school if their activities contravene any licensing requirements.

3.13 Electrical Equipment

Any electrical equipment brought by the hirer onto the school premises must comply with the Cheshire East code of practice for electrical equipment. Equipment must either have a certificate of safety from a qualified electrical engineer or be inspected by Cheshire East Council. The intention to use any electrical equipment must be notified on the application.

3.14 Car Parking Facilities

Subject to availability, car parking facilities may be used by the hirer and other adults involved in the hiring. Vehicles must not be parked on paths, verges, lawns or other access routes to the school or restrict access to the school and its facilities. In particular, the hirer must ensure that access to the school by emergency service vehicles is not obstructed or delayed. A charge may be levied on the hirer to make good any damage caused to kerbs, paths, verges, lawns, etc. because of inappropriate parking. Vehicles are left entirely at owners' risk.

3.15 First Aid Facilities

There is no legal requirement for the school to provide first aid facilities for the hirer. It is the hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports related hiring. Use of the school's resources is not available, except for the defibrillator and fire blanket (see 3.21 below).

3.16 Fire Regulations

A written copy of fire evacuation procedures will be made available to hirers. Hirers must agree to take responsibility for ensuring users are aware of fire evacuation and fire prevention procedures. The advice will specifically relate to emergency evacuation procedures, fire alarm points and fire-fighting equipment, assembly points and roll call of personnel, location of telephone and how to summon the Fire Brigade and emergency services.

3.17 Food and Drink / Intoxicating Liquor / Smoking

The hirer accepts full responsibility for any food and/or drink prepared on the premises and is responsible for the clearing up and disposal of any rubbish generated.

No intoxicants shall be brought on to, or consumed on, the premises.

The whole of the school premises is a non-smoking area, and smoking is not permitted at any time.

3.18 Copyright or Performing Rights

The hirer shall not, during the hiring of the premises, infringe any subsisting copyright or performing right, and shall indemnify the Local Authority and/or the Governing Body against all sums of money that they may have to pay due to an infringement of copyright or performing right occurring during the period of hire.

3.19 Sub-Letting

The hirer shall not sub-let the premises to any other person or organisation.

3.20 Scale of Charges

Hire charges are reviewed annually by the Governing Body and the charges (applicable from 1st September 2017) are set out below.

Hire Period	School Hall	Studio Room	Playing Fields
per hour (<i>plus set up and clean up time</i>)	£25	£20	£20
per session (<i>i.e. morning, afternoon or evening</i>)	£50	£40	£40
Whole day	£90	£70	£70

- *Any hirer providing an after-school club activity or other children's activity may qualify for a discount of up to 15% for weekly repeat hire or 30% for multiple daily repeat hire*
- *Registered charities in the local community may apply for more preferential rates*
- *To enquire about hiring other facilities please apply to the School Office*

The hirer acknowledges that the charges are as set out in the hiring agreement, including any review arrangements specified. The school reserves the right to review its charges on an annual basis each July, with any change being applicable to all existing and new hiring with effect from 1st September.

These charges are exclusive of any charge that might be levied in connection with:

- tidying and/or cleaning of the school premises and/or facilities when not left as found;
- travel and time costs incurred in opening and securing the school; and
- any cleaning / tidying or other deposits levied on hirers.

3.21 Defibrillator and Fire Blanket

These items may both be used in appropriate circumstances.

3.22 Cancellation

Any hiring agreement may be cancelled by either party by giving at least 28 days' notice to the other. It is the hirer's responsibility to notify interested parties in writing (where appropriate) of any changes

in dates and/or venues at least one week in advance. The school reserves the right to cancel any hire period if the premises are required for urgent official or educational reasons.

3.23 Right of Access

The Governing Body reserves the right of access to the premises during any hiring. The Headteacher, Site Manager and/or members of the Governing Body may monitor activities from time to time. Any recommendations made by the school following such checks should be undertaken without delay by the hirer. Failure to comply may result in cancellation of the hire agreement.

The hirer has no right of access to the school kitchen or any other parts of the school except those explicitly stated in the hire agreement. The hirer is responsible for ensuring that all participants in the activity conform to this requirement.

3.24 Conclusion of the Hiring

The hirer shall, at the end of the hire period, leave the premises in a reasonable and tidy condition, and return all equipment to its original location. If this condition is not adhered to, an additional charge may be made.

3.25 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.

If the hirer has been given keys, or other means of access to the school premises, the hirer is responsible for ensuring that the premises are fully secured at the end of the hire period and for the safe return of keys to the school. If this condition is not adhered to, an additional charge may be made.

3.26 Appeals Procedure

If a hirer has a hiring application rejected or agreement withdrawn, they have a right to appeal to the Governing Body. The appeal should be made in writing and will be presented at the next full meeting of the Governing Body. The hirer will be informed of any action and/or decision taken by the Governing Body. The Governing Body's decision is final.

3.27 Complaints Procedure

If a hirer is dissatisfied with any aspect of the service it has received they should at the earliest opportunity attempt to resolve this with the Headteacher. Every effort will be made to resolve disputes between the parties quickly and effectively.

In the event of a dispute, the complainant must submit their complaint in writing to the Headteacher. Where the Headteacher has failed to satisfy the complainant, the Governing Body (or a committee or an individual governor where delegated to do so) may review the case. The decision of the Governing Body will be final.