

Galley Common Infant School Hiring/Lettings Policy

General Principles

It is the policy of the Warwickshire Education Committee to encourage and facilitate the public use of all educational premises.

The hiring of the school premises by the community is welcomed, subject to the following conditions:

- Use of the premises for school functions will take priority over lettings
- The Governing Body will set charges for lettings guided by these principles:
 - Lettings to the Friends of Galley Common will be free of charge
 - Lettings to community groups will be charged at cost, to cover caretaking, energy, wear and tear, administration
 - Lettings to all other hirers will be charged at a rate determined by the Governing Body
- Income derived from lettings will be retained by the school
- The school premises will not be let to individuals or organisations if there is reason to believe that the name of the school will be brought into disrepute or where the use would conflict with the educational functions of the premises
- The school premises will be let for functions where a Public Entertainment Licence is required, the licence must be presented to the Head Teacher
- Decisions as to whether to permit ongoing lettings will be made by the Governing Body and will be reviewed annually at the end of the academic year. The Head Teacher will make decisions with regard to short term lettings. If the Head Teacher believes a letting should not be permitted he/she will report the reasons to the Governing Body
- All persons hiring the school premises will be expected to conform to the relevant Health and Safety regulations and any specific instructions given by the school
- The hiring will include the use of toilet facilities and parking facilities
- All hirers must carry sufficient Third Party Liability Insurance to satisfy Local Education Authority requirements as stated on the Application Form

Use of the Sensory Garden

Currently the sensory garden is used out of hours only by Galley Common Childcare. However, the sensory garden could be made available for properly supervised activities out of normal hours at the discretion of the Governors, provided that the sensory garden is in a fit state for such activities. The hirer will be liable for making good any damage.

Prevention of Damage

To avoid damage to the property as a result of hiring, Governors stipulate that no types of footwear likely to cause damage to the floors, (eg. tap shoes,

stilettoes, etc) are worn. The school premises are not to be used for activities other than those for which they are intended.

Withdrawal of Facilities

The object of the provisions of this Policy is to ensure that the use of the school premises is consistent with their use for normal day-to-day purposes, but it must be emphasised, particularly where premises are hired on a regular basis, that any abuse of privilege may lead to the immediate withdrawal of the facilities. In special circumstances, for example, where the premises are needed for school events, the Head Teacher or Governors may cancel a confirmed booking, but will endeavour to give reasonable notice.

Hire of the School Hall

The use of the school hall is subject to the following additional conditions:

- Appropriate footwear shall be worn;
- Hirers are to provide their own playing equipment; any electrical equipment needs to be PAT tested as stated in the Health and Safety Policy;
- Where the hall is hired for activities in which there is a physical risk, the hirer is responsible for appropriate supervision. The Local Education Authority or School is in no way liable for the standard of supervision provided.

Charges for the use of the School Premises

Charges for use will be at the discretion of the Governors, except in the case of a hiring covered by statute, ie. candidates' meetings before elections; use of the school as a Polling Station; Parish Councils & Parish Meetings. (See the paragraph on 'Statutory Use of Educational Premises'.)

Governors may choose to offer free use or may set a charge which does not fully cover costs. However, this would need to be on the understanding that the hiring was not subsidised from the school budget. Subsidies may be provided from income from other hirings or sources, or may be met by grants from the Authority's community use budget.

Charges will not be relevant in the case of use associated with the corporate life of the school, such as staff meetings, parents' meetings, governors' meetings and extra-curricular activities for pupils. Costs arising from these uses will be covered by the school's budget.

Details of items covered by the hire will be included on the confirmation of booking letter.

Application procedure, conditions of booking

Any application for the hire of the school premises must be made on the official Warwickshire County Council 'Application for the use of Educational

Premises out of normal hours' Form A (please see Appendix 1) and in accordance with the procedures laid down by the County Council. This form should be completed, along with a risk assessment, and returned to the school not less than 21 days before the date when the premises are required.

Consultation with the Head Teacher

Detailed arrangements for the use of the school premises shall be made by the hirer with the Head Teacher or her/his representative. Wherever necessary, the Head Teacher will consult with the caretaker on the use of the hired accommodation. The hirer shall be responsible for ascertaining that the accommodation is suitable for the purposes required.

Confirmation of booking

The school premises will not be regarded as booked until the completed application form (see Appendix 2) has been submitted and approved by the Governors or by a person empowered to act on their behalf, ie. the Head Teacher. The Governors reserve the right to refuse any application without stating reasons. No public announcement of a function to be held on the school premises must be made until the booking has been formally confirmed in writing.

Cancellation

The hirer must notify the Head Teacher or the Administration Officer, in writing, of any occasion when the school premises is not required, giving the appropriate period of notice – 2 weeks. All of the hiring fee will be forfeited if less than 2 weeks notice is given.

Payment of Hiring Fees

All fees should be paid to the school following the half termly invoice from the Administration Officer. As of March 2023 the hire fees for the Hall will be £20 per hour.

Hirings are not transferable

Hirers are not allowed to transfer the hiring to any other person or organisation.

Insurance

The hirer will indemnify the Council against all claims from third parties involving death, injury to persons and/or loss or damage to property and also for loss or damage to the school premises being used. It is, therefore, essential that the hirer is covered by Public Liability Insurance to meet any claims which may arise as a consequence of the hiring agreement. Where the hirer does not maintain a Public Liability Insurance Policy and has opted

to be covered by **the Council's Public Liability Hirer's Insurance Policy**, the hiring charge will also include an element of insurance premium to provide Public Liability insurance cover on the hirer's behalf.

Further conditions for the use of the School Premises

The following additional conditions for the use of the school premises by any hirer shall apply:

- Hirers will ensure that users of the building are made aware of the fire procedures.
- Hirers will ensure that intoxicants shall not be sold or consumed on the premises, unless an Entertainments Licence has been granted.
- Raffles, bingo, lotteries or the like, shall not normally take place on the premises for money prizes. Gambling in any form shall comply with relevant legislation.
- This is a no smoking or vaping site and so smoking and vaping is prohibited at all times.
- The premises must be left in satisfactory order for re-opening at the usual time. Where it is agreed that additional cleaning will be necessary, then it is essential to determine the extra charges involved in consultation with the Caretaker, and advance notification of this will be given to the hirer. Any additional charge of this nature will be added to the cost of the hiring.
- Failure to leave the building in a satisfactory condition for opening will incur an additional cleaning cost without notice.
- Meetings/functions will finish so that the premises are vacated not later than 10pm, unless the Governors have specifically authorised a later time, in which case an additional charge may be made.
- If the school premises are required for concerts or for dramatic, musical, film or any other public entertainments, or if visual aids are used, the hirer must ensure that:
 - Copyrights are not infringed; the hirer must be in possession of the necessary permission or licence before the hiring commences. The hirer will produce a copy of such permission or licence upon request by the Council;
 - The requirements of the Licensing Justices, where necessary, have been or will be met;
 - No play shall be performed or film shown which is in any way offensive;
 - The provision of the Children and Young Persons Act 1933-69 (as amended), with regard to performances by children, have been, or will be, observed;
- No nuisance is caused to nearby residents, this includes the need for sensible parking.

Duties of the Caretaker or Authorised Personnel

The caretaker, or her/his representative, is responsible for opening the premises at the agreed time and remaining there until the hirer or his/her named representative arrives and for closing and securing the premises at the

conclusion of the period of hire. He/she is responsible for cleaning and preparing hired accommodation for its normal use. The erection or dismantling of staging, or the removal of chairs or furniture from one part of the premises to another, except where required for educational purposes, is not regarded as falling within the normal duties of a caretaker. Where these services are necessary, the caretaker is entitled to additional payment, the cost of which will be passed on to the hirer.

The caretaker or other authorised personnel will ensure that any hirer has his/her contact number and will check the condition of the building prior to the hirer leaving the premises, reporting to the Head Teacher if it is left in an unsatisfactory condition.

The caretaker will complete supply sheets which will be processed by the school and the school's budget will be debited with the caretaker's fees.

Security of the Premises

The hirer should notify the caretaker or authorised personnel by telephone if the function ends considerably earlier than expected; alternatively the hirer should leave someone in charge of the premises until the relevant person arrives. The school must not be left without any supervision.

Car parking

The parking of cars in the car park shall be permitted only on condition that persons bringing such vehicles on to the school premises do so at their own risk, and that they accept responsibility for any damage or injury to the property or to any persons, whether connected with the school or not. Under no circumstances shall hirers park cars or trailers on grassed areas. If it is necessary to transport equipment on to the field by vehicle, permission must be obtained prior to the event from the Head Teacher. The hirer will be liable for making good any damage.

Community Schemes and Activities

For community schemes and activities, (eg. playgroups and holiday play schemes), the hire of the school premises is subject to the following additional conditions:

- The accommodation to be used must be agreed beforehand with the Head Teacher.
- The hirer shall ensure adequate supervision of community schemes and activities by providing suitable leaders or organisers having regard to the number of children participating, their age and sex, and the nature of the activity being organised. Hirers will need to ensure that, when working with children, leaders are police checked where necessary.
- Details of the arrangements proposed for the community scheme or similar activities shall be sent by the hirer to the Head Teacher not less than four weeks before the scheme begins.

- A hirer must give notice as early as possible to the Head Teacher, or to the caretaker, if a session is to be cancelled.

Use of the School Kitchen

The use of the school kitchen is not included in an ordinary hiring of the premises to organisations not connected with the school. If a hirer wishes to make use of the kitchen, he/she will need to contact the Head Teacher and an additional fee will be charged.

Statutory Use of Educational Premises

- **Candidates' meetings before elections**
Candidates at parliamentary elections may use a suitable room in a maintained educational establishment in their constituency for a public meeting. Such use must not interfere with the work of the school.
- **Polling Station**
The Returning Officer is entitled to use a room in any maintained educational establishments as a polling station for a parliamentary, local or European election. At present Galley Common Infant School is not used as a polling station.
- **Parish Councils and Parish Meetings**
A room in a maintained educational establishment may be used at all reasonable times upon reasonable notice for meetings of the parish council and for parish meetings and for meetings convened by either the Chairman of the Parish Council or Parish Meeting. This must not interfere with the use of the room for educational purposes.
- **Charges**
Where educational premises are used for statutory purposes, a charge to cover expenses is payable and specified by the County Council. The user is responsible for the cost of making good any damage.

Hirer's Pack

Upon a request for information with regard to hiring the school premises, the potential hirer will be given a pack which will include:

- The Galley Common Infant School Hiring Policy
- A copy of Form A – The Application for Hiring Educational Premises
- A copy of the school's Health and Safety Policy which includes the fire procedures

Review

In the light of the Government's 'Extended Services' initiative, this policy will be reviewed annually initially.

Date

Approved by Governors January 2006, updated every 2 years thereafter

Reviewed March 2021

Reviewed March 2023

K Middleton

Guidance for this policy taken from:

Warwickshire County Council Policy and Conditions for the Hiring of Educational Premises and Grounds Out of Normal Hours.

Appendix 1 Warwickshire County Council Application for the use of Educational Premises Out of Normal Hours – Form A

Appendix 2 Letter of confirmation of booking

Warwickshire County Council Application for Hire of School Premises Out of School Hours

ALL applications should be forwarded to the head of the establishment in which accommodation is required at least 14 DAYS before the hiring is due to take place. To hire swimming pools, Form B must be completed

Part I - HIRER (Please complete in block letters)

Premises/School:
Name of Hirer:
Name of Organisation:
Name and Address for Invoice:
Daytime Telephone No.:

Part II - HIRING DETAILS (Please tick appropriate box)

<input type="checkbox"/> EITHER: Single Hiring:		
	Date of Hire	
	Start Time:	End Time:
<input type="checkbox"/> OR: Multiple Hiring:		
	Date of first hiring:	Date of last hiring:
	Start Time:	End Time:
	Total No. of hiring's	

Part III - ACCOMMODATION - including use of kitchen. Specify clearly and accurately as only officially authorised accommodation will be available at time of use.

Rooms/hall/gym area etc. required:	
Purpose of hire (social/training/sale):	Approx. numbers:
If entertainment/music/dancing do you need a Temporary Event Notice ⁺ ? Y / N	+ (See website of local authority on licencing, you are advised not to apply until booking confirmed) Will alcohol be consumed? Y / N Will alcohol be sold ⁺ ? Y / N
Participants: all children? Y / N	If yes state ages: All adults/mixed: Y / N
Will chairs be required? Y / N	If so how many? (Caretaker time chargeable):
Piano required?(if available) Y / N	Will a charge be made to participants?: Y / N
Are public to be admitted? Y / N	The charge is for? (subs/fundraising/profit/fees)

Part IV - GROUNDS AND EXTERNAL AREAS – Vehicles are not permitted on grassed areas. Car boot sales on hard surfaces only is allowed. Any damage will be chargeable including clearing and disposing of litter left behind.

Pitch required (cricket, football):	
Hard surfaces (playground, car park): - Playgrounds are not designed for car parking. Check with Headteacher whether you can use it for this purpose.	
Nature of use (sports/sale/fete):	
Approx. setting and clearing up times to be added:	
Will access be required the next day for clearing up purposes? Y / N	Time? (to be agreed):

Part V Safeguarding and Disclosure and Barring Service (DBS) check

Applies if your use involves children and/or vulnerable adults and is not a family occasion/event, e.g. birthday party

Name of Organiser	DBS certificate no.
Name of staff/helpers	DBS certificate no.
Name of staff/helpers	DBS certificate no.
Name of staff/helpers	DBS certificate no.
Name of staff/helpers	DBS certificate no.

If more people involved please provide a separate list attached to this application.

If purpose of hire is childcare provision for children under 8, complete the following:

List policies and procedures in place for the safeguarding of children and to comply with Childcare (Disqualifications) Regs 2009 (Copies may be requested prior to confirmation of hire)	
Are procedures in place to gather sufficient and accurate information on whether staff in a relevant childcare setting is disqualified by association?	

PLEASE READ AND SIGN BOTH DECLARATIONS AT PART VI AND VII OVERLEAF AND PASS FORM TO THE HEAD OF ESTABLISHMENT. Forms received without signatures will be returned.

Part VI - INSURANCE COVER To comply with condition 4.1.8 of the Policy, Terms and Conditions

I hereby indemnify Warwickshire County Council for any claims made against the Council and also for any claims of the Council in respect of damage to its property arising from its use during my hire.

* Please delete whichever is not applicable:

*(a) I maintain a Public Liability Insurance Policy the details of which are as follows:

Policy Number: _____ Expiry Date: _____ Indemnity Limit £ _____

Name and Address of Insurance Company: _____

*(b) (i) I wish to be covered by the Council's Public Liability Hirers' Insurance Policy during the period of hiring and agree to pay the premium cost in addition to the hiring charge.

(ii) I understand that there is an excess of £100.00 for each and every claim payable by me in the event of a claim for loss or damage to the Council's and Third Party property arising from my hire of the premises.

(iii) I understand the cover of the policy does not provide cover for sporting, after-school clubs and other such activities where professional skills and instruction are essential to organise and manage and I am/we are required to make our own arrangements to provide cover for such activities and undertake to do so.

(iv) I hereby undertake that in the event of claims arising during my hire of the County Council's premises I shall not admit liability to the claimant but immediately forward such claims with a brief report on the incident to the WCC, Claims Team, Law & Governance, Resources Group, PO Box 9 Shire Hall, Warwick CV34 4RR, through the headteacher or manager of the establishment.

Signature _____ Date _____

Part VII - DECLARATION (Please read before signing and tick boxes that apply to your declaration)

I have received a copy of the Conditions for the Hiring of Educational Premises and Grounds out of Normal Hours and agree to be bound by them. I also agree to comply with all obligations imposed by statute, regulation, byelaw, order or licensing relevant to the use by me of the premises and grounds. In particular, and without prejudice to the generality of the foregoing, I agree to observe the requirements of any entertainment, performance and music and alcohol Licences, Copyrights, Designs and Patents and to obtain, and produce on demand when requested to do so, all licences necessary and with particular regard to the requirements of the Licensing Act 2003. ⁺ (Note, if you are selling alcohol, performing/providing music/dance etc a Temporary Event Notice will need to be produced)

I certify that **SOME/ALL*** adults working with children or vulnerable adults in an eligible role have undergone the necessary DBS checks as per certificate numbers provided.

I provide/manage childcare for children under the age of 8 years and confirm appropriate policies and procedures are in place, including accurate information on disqualification by association to ensure children are safeguarded and to comply with The Childcare Act 2006 and Childcare (Disqualification) Regs 2009.

I agree to pay the charges due as required, and hereby certify that the premises and grounds will be used only for the purpose stated.

I have read and understood Part VI - Insurance Cover and:

Either: I attach official evidence of my Public Liability Insurance Policy

Or: I wish to be covered by the Council's Public Liability Hirers' Insurance Policy.

I am over 18 years of age.

Signature _____ Date _____

It is confirmed that the accommodation requested is available on the date(s) requested, the Head is informed, and the hiring approved *(including specific agreement for adults without DBS checks) by or on behalf of the Governors. The applicant has been informed accordingly.

Date: _____ Clerk to Govs/Head/Business Manager

*please delete whichever does not apply

Amended January 08, April 11, October 11
Last Amended April 15

Appendix 2

Confirmation of Hire on: (Date)

Premises:

Organisation/Purpose:

Name of Hirer/Representative:

Dear Hirer,

Your hiring application for the above date and premises has been approved subject to the receipt of payment of £..... by The payment can be made by cheque made payable to Warwickshire County Council. Payment should be made direct to the school by the date shown above.

NB. If payment is not received by the specified date, the premises will not be made available to you.

Your attention is drawn to the Galley Common Infant School Hiring Policy. Please ensure that you are familiar with this document as well as our Health and Safety Policy, including the section on what to do in the event of a fire.

Yours sincerely,

Mrs K Middleton – Head Teacher, on behalf of the Governing Body

Lettings Details:

Accommodation	Purpose of hire	Day & dates	No. of weeks	Times	No. of Hours

Charging Details:

Accommodation: £.....

Caretaking charge £.....

Total: £.....

eg. cleaning, electricity, water, photocopier, staffing costs, premises cost each year, rent? Disabled toilet access for Nursery etc

This policy is based on the Warwickshire County Council 'Policy and Conditions for the Hiring of Educational Premises and Grounds Out of Normal Hours'.

Note: This policy relates to hirings of educational premises only; governors do not have the power to enter into leases, licences or tenancy agreements – whether verbally or in writing.