



# **Thistly Meadow Primary School LETTING OF SCHOOL PREMISES POLICY 2018-19**

**Approved by Governors (date) .....**

**Signed on behalf of the Governing Body .....**

**Chair of Governors**



## 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 will follow the advice provided in the LCC Children and Young People's Service Administrative Memorandum No.17 – Hiring and Community use of Premises. 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.

To ensure that the process of hiring is consistent, fair and equitable the governing body will:

- Ensure that relevant governors are conversant with Admin Memo 17 and all its appendices to ensure effective process and practice.
- Set the scale of charges with advice taken from the above memorandum but reserves the right to charge fees outside of this scale for commercial events if it considers it appropriate, in line with other similar venues in the locality.
- Provide any hirer with; full information, application form and an up to date list of charges.
- Ensure that hirers are aware of their responsibilities for example: emergency procedures, child protection, health and safety etc.
- Review the hiring policy and charges annually and make any changes as necessary.
- Delegate the responsibility to the head teacher to decide whether the attendance of a 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
- Hirers will be required to renew their indemnity to hire forms on an annual basis.

## Leicestershire County Council

### Application to hire premises

School Name .....

Name of Applicant.....

Address .....

Telephone: (Day)..... (Evening).....

If applying on behalf of an organisation state:

Name of organisation:.....

Position of hirer: .....

Object/Aims of Organisation: .....

Purpose for which premises is required: .....

I wish to apply to hire the premises as detailed in the Schedule below for the purpose shown above and in consideration of the hiring being granted I undertake on behalf of both myself and of the organisation I represent to observe the conditions of hire and indemnify the Leicestershire County Council and the Governors as set out in the Indemnity and Conditions of Hire for School Premises annexed hereto a copy of which has been supplied to me.

Signed: .....

Name: ..... Date: .....

Schedule of Accommodation required										For School Use	
Date	Large Hall	Hall	Anticipated number attending hiring	Classrooms	Playground	Playing pitch	Time of Letting From To		Hours	Table	Amount Payable

**RECEIPT OF PAYMENT**

Name of Hirer: .....

Date of Letting:.....Cost of Letting:.....

Payment received Signed..... Date.....

Plus VAT \_\_\_\_\_

Total

## LEICESTERSHIRE COUNTY COUNCIL

### The Governors of Thistly Meadow 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 Governors against the consequences of the Hirer's failure to do so.
2. To pay the hiring fee or any balance not less than 28 days before the hiring is to take place. Cheques should be made payable to LCC Thistly Meadow and crossed. 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 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 by, or on behalf of which, the premises are hired has racist aims or policies regardless of the stated reason for the hiring of the premises. In such event 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 Thistly Meadow Primary School premises. An additional charge of 10% of the Hiring Fee plus 5% Insurance Premium Tax or a charge of £5 plus 5% Insurance Premium Tax whichever is the greater, will be incurred to all letting charges to cover the Hirer for the Public Liability Insurance. If you already have Public Liability Insurance or are covered by another policy please tick the box below:

I/We already 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 your insurance certificate to be provided to The Governors. Once a copy has been received ONLY then will the additional fee be waived.***

8. 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) Fires and stoves must be left safe with the minimum of fire burning and no adjustment or interference with any 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:

*(select/delete as necessary).....*

11. Public Entertainment/Licensing

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 use of the premises for the sale of alcohol and for various types of public entertainment is subject to the requirements of the Licensing Act 2003. If the sale of alcohol and/or the provision of any regulated entertainment is proposed to take place on the premises then it must be under the authority of a Premises Licence granted by the District or Borough Council. Such a licence may already be in force for the premises and for the purpose of the hiring but otherwise a Temporary Event Notice must be given as provided by the Act;
- iii) Where the sale of alcohol is intended then the control of the premises and the sale and supply of the alcohol must take place under the authority of a Personal Licence Holder

who will be the Designated Premises Supervisor for that purpose. The Personal Licence Holder must produce their original licence to the Governors who will retain a copy for their records;

- iv) The Hirer shall be responsible for establishing to the satisfaction of the Governors whether or not the proposed hiring will require to be licensed and for obtaining, at their

own expense, the necessary authority for the hiring to proceed. If the hiring is required to be licensed then the Governors shall be entitled to require the Hirer to produce evidence that Temporary Event Notices have been given and the necessary authority obtained failing which the hiring will not take place.

## 12. 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 Criminal Record Bureau checks. The Governors reserve the right to require the Hirer to produce evidence that enhanced CRB 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.

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

It is the responsibility of the Hirer to ensure that their 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.



# Hirings

## 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. We will supply you with a generic risk assessment for the facilities you have hired, however it is your responsibility to amend these risk assessments, to take account of the activities you and your participants will be undertaking. You should submit a copy of your amended risk assessments with your hire form.

2. We will expect you to tour the premises prior to our final agreement to hire the facilities. During this visit we will familiarise you with the following:

- Fire alarm points. (Use these to sound the alarm if necessary – this will automatically alert the emergency services and start a continuous fire alarm – you should also make a phone call to the emergency services in case the automatic system fails).
- Fire evacuation procedures, routes, refuge point and assembly point.
- Location of a telephone.
- Premises Officer contact telephone number.
- Toilet access.
- Drinking water access.
- Entrance and Exit access
- Security systems (if appropriate)

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.
- Provide your own First Aid kit.
- Familiarise all participants with the position of 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 or to the fire refuge point.
- 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.

## Hirings

### Health & Safety Information – Confirmation Form

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

Name or organisation: .....

Name of person in charge.....

Address: .....

.....

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

Email Address: .....

No	Items	Tick to indicate you have received information and/or instruction about these issues/items
1	Facilities Risk Assessments(s)	
2	Fire Alarm Points	
3	Fire evacuation procedures	
4	Evacuation routes	
5	Refuge Point	
6	Assembly Point	
7	Location of a telephone	
8	Premises Officer contact number	
9	Toilet access	
10	Drinking water access	
11	Entrance and Exit access and security systems	
12	Information about the requirements of the Fire Evacuation Plan	
13	Information about reporting damaged or faulty building infrastructure and/or equipment	
14	Information about reporting accidents	

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

Signature of person in charge: .....

Name: .....Date: .....

## **Appendix A**

### **Equality Act 2010**

On 1 October 2010 nearly all parts of the discrimination legislation was 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 by 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, parents 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 LA;
- 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 schools 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 the 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.

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 of the different strands of discrimination that were previously set out in legislation and provides protection from discrimination on the 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.

Version	Date	Comment
V5 (LCC)	Date created: 18/9/18 Review date: Sept 2019	A Gordon

## Appendix B

### Hire of School Premises Recommended Scale of Charges Administrative Memorandum No 17 (Revised October 2016)

	Premises	Caretaking		Heating/ Lighting	Admin
		Attended	Unattended		
<b>Table I - UP TO 4 HOURS FINISHING BEFORE 10 PM</b>					
Large Hall (in excess of 3000 sq. ft.)	21.46	30.23	20.15	30.23	6.61
Hall, Gym *Craft Rooms	10.68	Flat	Flat	15.09	Flat
Single Classrooms, Changing Rooms	5.44	Rate	Rate	7.55	Rate
Additional Classroom	5.11	Charge	Charge	7.55	Charge
Playground only	0			0	
<b>Table II - WEEKDAYS - UP TO 2 HOURS FINISHING AFTER 10 PM</b>					
Large Hall (in excess of 3000 sq. ft.)	10.79	30.23	20.15	15.09	6.61
Hall, Gym *Craft Rooms	5.31	Flat	Flat	7.55	Flat
Single Classrooms, Changing Rooms	2.71	Rate	Rate	3.69	Rate
Additional Classroom	2.58	Charge	Charge	3.69	Charge
Playground only	0				
<b>Table III - SATURDAYS - UP TO 4 HOURS FINISHING BEFORE 10 PM</b>					
Large Hall (in excess of 3000 sq. ft.)	21.08	45.33	30.23	30.23	6.61
Hall, Gym *Craft Rooms	10.68	Flat	Flat	15.09	Flat
Single Classrooms, Changing Rooms	5.44	Rate	Rate	7.55	Rate
Additional Classroom	5.11	Charge	Charge	7.55	Charge
Playground only	0			0	
<b>Table IV - SATURDAYS - UP TO 2 HOURS AFTER 10 PM</b>					
Large Hall (in excess of 3000 sq. ft.)	10.79	30.23	20.15	15.09	6.61
Hall, Gym *Craft Rooms	5.31	Flat	Flat	7.55	Flat
Single Classrooms, Changing Rooms	2.71	Rate	Rate	3.69	Rate
Additional Classroom	2.58	Charge	Charge	3.69	Charge
Playground only	0			0	
<b>Table V - SUNDAYS - UP TO 2 HOURS</b>					
Large Hall (in excess of 3000 sq. ft.)	10.79	30.23	20.15	15.09	6.61
Hall, Gym *Craft Rooms	5.31	Flat	Flat	7.55	Flat
Single Classrooms, Changing Rooms	2.71	Rate	Rate	3.69	Rate
Additional Classroom	2.58	Charge	Charge	3.69	Charge
Playground only	0			0	
<b>Table VI - PLAYING FIELD STANDARD RATE</b>					
Football Pitches */Hockey */Cricket	18.10	Not	Not	Not	6.61
Netball*	4.91	Applicable	Applicable	Applicable	Flat
Tennis Courts (per hour)*	1.96				Rate
Athletics Meetings	28.72				Charge
General Activities* (incl. Athletics heats)	28.72				
<b>Table VII - WEEKDAYS RATES FULL DAY FINISHING BEFORE 10 PM, PER 4 HOUR BLOCK</b>					
Large Hall (in excess of 3000 sq. ft.)	17.60	30.23	20.15	30.23	6.61
Hall, Gym *Craft Rooms	10.68	Flat	Flat	15.09	Flat
Single Classrooms, Changing Rooms	5.44	Rate	Rate	7.55	Rate
Additional Classroom	5.	Charge	Charge	7.55	Charge
Playground where no other accommodation is required	0			0	

\*Liable to current rate of VAT at 20%