

GOODYERS END PRIMARY SCHOOL

HIRING POLICY

This document is to enable the Governing Body of the school to ensure the effective management of the hiring and letting of school property and to meet all necessary legislation for use of a public building.

Adopted by the Governing Body:

Signed:

Chair of Governors

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Headteacher

Date: Summer 2015

Date of next review: Summer 2016

**Developed by Goodyers End Primary School
from a WCC model policy**

Adopted by Governing Body	Summer 2015
Review date	Summer 2016

This policy has links with the following policies:
Charging and Remissions policy
Finance and Administration policy
Security policy

1.0 AIMS

To encourage and facilitate the public use of the school building and grounds out of school hours.

To maximise the opportunities offered to the pupils and the community in an efficient and cost effective way.

2.0 CONDITIONS FOR THE HIRING OF SCHOOL PREMISES AND GROUNDS OUT OF SCHOOL HOURS

The Governors would encourage the use of the school premises out of school hours to endorse and facilitate the promotion of educational and social opportunities for the personal and social development of people in our local community.

Whilst all uses of the accommodation will be considered the Governors retain the right to refuse an application for hire, without having to state reasons and if necessary in consultation with the Strategic Director for People Group (SDPC) or other relevant advice.

The Governors authorise/delegate the responsibility for agreeing all applications for hiring of school premises to the Head teacher in the first two categories of use listed under 4.1 and 4.2 below. All applications in category listed 4.3 will be referred to the Governing Body before approval.

The Terms and Conditions laid down by the SDPC apply in all cases and in which the following conditions are also met:

- All hirers must provide evidence that they maintain public liability insurance.
- The school and grounds are designated non-smoking areas.
- The accommodation and the hours of hire submitted on the application form and agreed by the school must be observed or extra costs will be incurred. All additional costs charged are pro-rata the cost agreed.

Rates for hiring are determined by the Governors and are reviewed annually (see section 4 and Appendix 2). Energy costs will be raised in line with inflation.

Governors may consider a separate charge for one-off hires in order to cover initial costs of booking.

All hirers will be supplied with a copy of the school's Hiring Policy, Warwickshire County Council's Terms and Conditions of Hire of School Premises Out of School Hours (see Appendix 1) and application Form A. These documents shall be deemed to be included in and form part of the hiring agreement.

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Hirers, other than social, personal or family events, will have a written complaints procedure, which may be requested as part of the booking confirmation.

All adults working with or in charge of children and vulnerable adults are required to have current Disclosure and Barring Service clearance. Hirers will provide details of DBS certificate(s). If in the event of a hirer not being able to provide evidence of DBS clearance on all adults involved in the hiring, Governors will consider whether the hiring can still proceed.

Car parking is only allowed in designated parking areas. Additional parking may be allowed in certain circumstances and only by express permission of the Governors.

The school and grounds may not be hired before 8.00 am and after 11.00 pm unless express permission of the governors is sought.

The school and grounds will not be available to the community or for hire on certain days, eg Bank Holidays. This will be determined by express permission of the Governors.

All accidents on school premises must be reported to the school at the earliest opportunity. An accident report form is required to be completed.

All users of the school premises are required to follow all Fire Safety and Health and Safety guidelines and procedures. The school's Health and Safety and Security Policies are available on request.

3.0 ROLES AND RESPONSIBILITIES

The Governors will:

- agree and review the school's hiring policy
- determine the charges for hiring school premises
- give final approval for hiring.

The School will:

- work within the agreed hiring policy
- confirm hiring
- ensure access
- process invoices
- process Site Manager's claims for fees.

The school's budget will be credited with the hiring income and debited with Site Manager's fees.

The Hirer will:

- work within the conditions of the hiring policy at all times
- ensure appropriate public liability insurance.

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4.0 CHARGING

4.1 Free lettings

No charge will be made for Parent Association functions.

Certain lettings will be free, at the discretion of the Governing Body where organised by a non-profit making group and offering a service to the local community, eg Neighbourhood Watch, Children's Centre.

NB: The school budget is not allowed to incur unrecovered costs for community lettings and therefore any additional expenses incurred for out of hours lettings of this type will need to be passed on to the hirer, eg Site Manager overtime, heating.

4.2 Reduced rate lettings (see Appendix 2)

Certain lettings will be at a subsidised rate, at the discretion of the Governing Body where organised by a profit making group but offering a direct service to the children and parents at Goodyers End, eg play schemes, extra-curricular clubs.

Rates will be agreed in advance between the school and the hirer.

4.3 Full rate unattended lettings or those falling within the normal opening hours

	Weekdays and Saturdays	
	First Hour	Subsequent Hour (or part thereof)
PLAYING FIELDS	£21.00	£5.50
PLAYGROUND	£21.00	£5.50
LOWER HALL	£26.25	£8.80
UPPER HALL	£27.50	£9.45
CLASSROOM	£21.00	£5.50
ADDITIONAL ROOM	£5.25	£3.30

Sunday and Bank Holiday lettings will be charged at the above rates plus 20%

5.0 INSURANCE

All hirers will be expected to hold appropriate public liability insurance cover. The school will require a copy of the relevant certificate prior to any letting taking place.

6.0 MONITORING AND EVALUATION

- Resources Committee to be kept up to date with any changes to arrangements.
- Resources Committee to monitor lettings and usage of premises and consider cost effectiveness.
- Hiring Policy and hire costings to be reviewed annually at the end of the Summer Term for changes to be implemented at the beginning of the following academic year.

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WARWICKSHIRE COUNTY COUNCIL POLICY AND CONDITIONS FOR THE HIRING OF EDUCATIONAL PREMISES AND GROUNDS OUT OF NORMAL HOURS

General Principles

It is the policy of the Education Committee to encourage and facilitate the public use of all educational premises. Permission to use educational premises out of normal hours may be granted by governors subject to the following provisos:

The use will not, in their opinion, conflict with the educational functions of the premises, or create any disturbance or inconvenience to the neighbourhood or interfere with any existing hiring.

The object of the use is not for the personal profit of the hirer or any other person, except that where such use is organised with the support of the school or parents' association and an adequate percentage of any profit is donated for the benefit of the school or where a recognised body is providing facilities for the local community.

School premises are not used during the last few days of the school holidays except for approved educational purposes (eg adult education classes), childcare facilities or as required by statute.

Hirings of educational premises normally include toilet facilities and parking facilities (where available).

Use of playing fields

Sports pitches may also be made available for properly supervised activities out of normal hours (particularly by organised youth groups and other similar bodies) at the discretion of the governors, provided that the fields are in a fit state for such activities. In cases of doubt the LA should be consulted.

Prevention of damage

To avoid damage to property as a result of hiring, governors may stipulate that no types of footwear (eg outdoor footwear in gymnasia) likely to cause damage to floors are worn, and may require other similar preventive measures to be taken. Facilities 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 scheme is to ensure the full use of educational premises 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 granted. This discretion would be at the discretion of the Head, and appeals against its decision may be made to the Governing Body. In special circumstances, governors/management committees may cancel a confirmed booking, but will endeavour to give reasonable notice.

Hire of sports halls and gymnasia/large halls

The use of sports hall, gymnasia and other facilities at schools/centres is subject to the following additional conditions:

- appropriate footwear shall be worn
- hirers are to provide their own personal playing equipment (eg racquets, balls)

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- any sports hall equipment used (eg games posts and nets) shall be stored tidily after use
- where sports halls or gymnasia are hired for activities in which there is physical risk, the hirer is responsible for appropriate supervision. The Authority is in no way liable for the standard of supervision provided.

Charges for the use of educational premises

Subject to the Authority's right to issue directions on the use of educational premises, charges for use will be at the discretion of governing body, except in the case of a hiring covered by statute (section 2.19).

Governors may choose to offer free use or may set a charge which does not fully cover costs. However, in the case of schools 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 educational unit, such as staff meetings, parents' meetings, governors' meetings and extra-curricular activities for pupils. In the case of schools, costs arising from these uses will be covered by the school's budget.

Application procedure, conditions of booking, etc.

Any application for the hire of educational premises must be made on the official application form and in accordance with the procedures laid down by the Local Authority.

Confirmation of booking

Educational premises will not be regarded as booked until the completed application form has been submitted and approved by the governors or by the Headteacher as the person empowered to act on their behalf. The governors reserve the right to refuse any application without stating reasons. No public announcement of a function to be held in an educational establishment must be made until the booking has been formally confirmed.

Cancellation

The hirer must notify the head of the establishment, in writing, of any occasion when the accommodation is not required, giving the appropriate period of notice. Some or all of the hiring fee may be forfeited.

Transfer of hirings

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

Consultation with head of establishment

Detailed arrangements for the use of the premises shall be made by the hirer with the head of the establishment concerned or his representative. Wherever necessary, the caretaker should also be consulted on the use of the hired accommodation. The hirer shall be responsible for ascertaining that the accommodation is suitable for the purposes required.

Conditions for the use of educational premises

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

- Intoxicants shall not be sold and will only be allowed with the permission of the Headteacher.

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- Smoking is not permitted in the school building or on the school site.
- Raffles, bingo, lotteries or the like, shall not take place on educational premises for money prizes. Gambling in any form shall comply with relevant legislation.
- No polish or similar materials shall be applied to floors. Educational premises must be left in satisfactory order for re-opening at the usual time. Where it is agreed that additional cleaning will be necessary (eg on a Sunday morning following a Saturday night function) then it is essential to determine the extra charges involved in consultation with the Caretaking Services Manager and advance notification of this should be given to the hirer. Any additional charge of this nature should be added to the cost of the hiring.
- Meetings/functions shall finish so that the premises are vacated not later than 10.00 pm unless governors have specifically authorised a later time, in which case an additional charge may be made.
- 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 Council's 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. The hiring fee will include an element to provide this insurance cover on the hirer's behalf 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.

Public Entertainment

If educational 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 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, any licence necessary under the Theatres Act 1968 and the Cinemas Act 1985 has been, or will be, obtained
- the parking of motorcycles, cars or lorries etc, on the Education Committee's premises, where suitable accommodation is available, 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 Committee's property or to any persons, whether connected with the school or not, caused by such vehicles or their presence on the Committee's premises
- no nuisance is caused to nearby residents.

Duties of Caretakers

The caretaker, or his/her representative (appointed by Head, Assistant Heads or Governing Body), is responsible for opening the premises at the agreed time and remaining there until the hirer or his representative arrives and for closing and securing the premises at the conclusion of the period of

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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 and 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.

Security of premises

The hirer should notify the caretaker if the function ends considerably earlier than expected; alternatively the hirer should leave someone in charge of the premises until the caretaker arrives. A school/centre must not be left without any supervision.

Car Parking

Hirers bring their own vehicles on to educational premises entirely at their own risk and shall under no circumstances take or park cars or trailers on grassed areas. If it is necessary to transport equipment on to fields by vehicle, **permission MUST be obtained prior to the event** from the head of establishment who may take advice from the Grounds Maintenance (Client Services) Manager. The hirer will be liable for the cost of making good any damage.

Community schemes and activities

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

- The accommodation to be used must be agreed beforehand with the head of establishment.
- 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. The hirer shall comply with the provisions of the Children Act 1989. Particular supervision shall be exercised to prevent misuse of toilet accommodation.
- Details of the arrangements proposed for the community scheme or similar activities shall be sent by the hirer to the head of establishment not less than four weeks before the scheme begins.
- The head of establishment shall be responsible for deciding whether the sports fields are unfit for use in inclement weather, but in cases of doubt, the Grounds Maintenance (Client Services) Manager shall be consulted.
- A hirer must give notice as early as possible to the head of the establishment or to the caretaker, if a session is to be cancelled.
- No animals shall be brought on to any part of the premises without prior approval by the Governing Body. This is with the exception of specially trained dogs or dogs under training for the use of disabled persons.

Use of school meals service kitchens

School meals service kitchens are not included in an ordinary hiring of educational premises to organisations not connected with the school. If a hirer wishes to make use of school meals service kitchens/facilities, a member of the DSO (County Caterers) staff must be in attendance and the hirer will be charged for the wages involved.

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Statutory use of education premises

Candidates` meetings before elections

Candidates at parliamentary elections may use a suitable room in a maintained educational establishment in their constituency (or outside the constituency if there is no suitable room within the candidate's constituency which is reasonably accessible) for a public meeting. Such use must not interfere with the work of the establishment. Similar provision is made for candidates before County, District, Borough and Parish Council elections. (Representation of the People Act 1983, Sections 95 and 96)

Polling Station

The Returning Officer is entitled to use a room in any maintained educational establishment as a polling station for a parliamentary, local or European election. (Representation of the People Act 1983; Schedule 1 Part III rule 22 Local Elections (Principal Areas) Rules 1986; rule 17 European Parliamentary Elections Regulations 1986 regulation 5(1).)

Parish councils and parish meetings

A room in any 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. (Local Government Act 1972, Section 134)

Charges

Where educational premises are used for statutory purposes, a charge to cover expenses is payable and specified by the Local Authority. The user is also responsible for the cost of making good any damage.

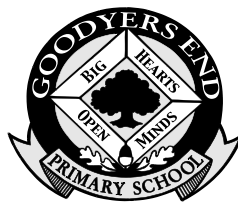
GLOSSARY OF TERMS

- "Educational premises" include schools, colleges, teachers` centres and youth centres.
- "Governors" will normally be applicable to all schools and colleges; applications to use other educational establishments are to be referred to the head of service or centre, and to management's committees in the case of youth and community centres.
- "Authority" means the Warwickshire County Council and shall include anybody or persons exercising duly delegated powers.

Note: This document relates to hirings of the school only: governors do not have power to enter into leases, licences or tenancy agreements - whether verbally or in writing.

Note: County advice has been taken in the writing of this policy and it is in line with County Guidelines.

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GOODYERS END PRIMARY SCHOOL

Increases in Historical Subsidised Letting Fees from September 2009

	Prior to September 2008	September 2008	From September 2009	From September 2011 5% Increase	From September 2012	From September 2013 5% increase	From September 2014	From September 2015
Skamps	£3 per hour	£3.30 per hour	£3.30 per hour Agreed £100.00 per week for Summer and Autumn breaks – to be reviewed	£3.46 per hour £105 per week for Summer and Autumn breaks – to be reviewed	£3.46 per hour £105 per week for Summer and Autumn breaks – to be reviewed	£3.63 per hour £110 per week for Summer and Autumn breaks – to be reviewed	£3.63 per hour	£3.63 per hour
Sporting Dreams	£4.00 an hour for Upper hall, field and toilets, plus reduction in costs to our families	£4.00 an hour for Upper hall, field and toilets, plus reduction in costs to our families	£5.00 an hour for Lower hall, field and toilets. £8.00 for lower hall, field, classrooms and toilets.8.15 am – 4.15 pm Plus reduction in costs to our families	£5.25 an hour for Lower hall, field and toilets. £8.40 for lower hall, field, classrooms and toilets.8.15 am – 4.15 pm Plus reduction in costs to our families	Full price lettings from now on			

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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, bylaw, 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, August 12, October 13

Last Amended April 15