

1. Policy Statement

- 1.1 Trustees regard the school buildings and grounds as community assets and will make every reasonable effort to enable them to be used as much as possible. However, the over-riding aim of the Trustees is to support the school in providing the best possible education for its pupils and any letting of the premises will be considered with this in mind.
- 1.2 Each school's delegated budget (which is provided for the education of its pupils) will not be used to subsidise any lettings by community or commercial organisations. Each school will levy a charge to meet any additional costs incurred by the school in respect of any lettings of the premises. As a minimum, the actual cost to each school of any use of the premises by an outside organisation, must be reimbursed by the hirer to the school's budget.
- 1.3 Any letting must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

2. Types of Lettings

2.1 School related use

Use of the premises for activities such as staff meetings, parents' meetings, Trustee meetings, FSA activities and extra-curricular activities of pupils supervised by school staff, fall within the corporate life of the school. Also in this group are those individuals/organisations which provide extra-curricular activities exclusively for pupils of the school which are deemed by the Executive/Headteacher to enhance the educational provision of the school. Costs arising from these users are therefore a legitimate charge against the school's delegated budget and a charge will not normally be made to these users. However, the co-operation of these groups will be sought in keeping these costs to a minimum.

2.2 After School Club Use

Currently, use of each school's premises is made by Fun Club who provide before and after school care.

2.3 Community Use

Lettings by outside, non-school related users, such as local community, public, charitable or similar organisations. The basis for the charge for these users is the scale of charges determined and approved annually by the Finance Committee. In exceptional circumstances the school may apply an alternative charging structure with the prior agreement of the Finance Committee. The school is entitled to charge the Parish Council an amount to cover costs if they wish to use the school for any meeting.

2.4 Commercial Use

Commercial or private functions such as dance or keep fit classes and non-related parties. The basis for the charge for these users is the scale of charges agreed annually by the Finance committee. In

exceptional circumstances the school may wish to recommend an alternative charging structure for agreement by the Finance Committee.

2.5 Elections

Candidates in parliamentary and local elections have the right to use schools for public meetings – as long as the school does not have a function of its own booked for the same time. The Returning Officer may use the school premises at any time for an election – European, Parliamentary or local government.

When the school is being used as a Polling Station, voters must have a totally separate entrance, which is not used by anyone involved in the school during that day. In addition, the booths are set up in the hall and so the hall cannot be used that day for lunches. In practice this means that the school has to be closed to pupils on that day. If the election date can be predicted in advance of the school calendar being set for the year, then the school should take Election Day as one of its Inset days. If not, then the LEC representatives will declare an unavoidable closure – though the teachers are still expected to be in school on that day.

Charges will be the standard rate paid by the Returning Officer.

3. Records

3.1 A specific member of the admin team is designated as the main point of contact for all lettings. All applications for lettings are maintained in the lettings file in chronological order and entered into the Lettings Diary. The bookings checklist is followed for each booking to ensure that all steps are completed.

3.2 A numbered invoice is issued to all users of school facilities for which a charge is levied. Payment is to be made direct to Weaver Trust Limited. An official receipt is to be issued for all monies received.

3.3 The Hirer is required to complete a School Premises Hiring Agreement, prior to the use of the school premises. (See current Hiring Conditions below)

3.4 For details on the applicability of VAT on lettings, please refer to the Weaver Trust's Manual of Internal Procedures.

4. Catering Facilities

4.1 If the Hirer wishes to make use of the main school kitchen, then they should request this prior to use and an additional charge may be incurred and advised in advance.

5. Review

This policy will be reviewed every two years, unless changes occur that determine an earlier review.

Approved by:

Chair of Trust

Headteacher

Date:

The Hirer should retain the Hiring Conditions and return the Hiring Application to the Headteacher

SCHOOL PREMISES HIRING AGREEMENT – HIRING CONDITIONS

1. In this Agreement:
 - 1.1 “the Owners” means Weaver Trust Limited
 - 1.2 “the Agent” means the Headteacher.
 - 1.3 “the Hirer” means the person signing the application form and in addition any organisation for whom he/she is stated in such form to be representing. The liability under this Agreement of such person and such organisation shall be joint and several.
 - 1.4 “the School Premises” means the above-mentioned School or any part of it
2. The Hirer shall:
 - 2.1 Not permit more than the number of persons stated in the application form to be in the School Premises at any one time.
 - 2.2 Not use the School Premises or the relevant part thereof other than for the purposes and at the times stated on the application form.
 - 2.3 Accept that this Agreement is personal to the Hirer and any organisation which he/she represents and is not assignable and no other person or organisation shall be permitted to use or share the School Premises under the terms of this Agreement. It constitutes permission only to use the School Premises and confers no tenancy or other right of occupation on the Hirer.
 - 2.4 Not permit any animals to be brought onto or kept on the School Premises.
 - 2.5 comply with and observe the School’s no-smoking policy on all parts of the School Premises including its grounds (not just in that part of the School Premises hired under this Agreement).
 - 2.6 Indemnify and keep the Owners indemnified against all personal injury claims damage to the School Premises and/or damage or loss of any property on the School Premises occurring in relation to the hiring or while persons are entering or leaving the School Premises pursuant to the hire however and by whomsoever caused and shall obtain public liability insurance cover in a minimum sum of £5m for the period of hire. A copy of such insurance cover must accompany the application form and be submitted to the Agent at least 48 hours before the hiring.

The only exception to the above insurance requirement is if the Hirer is an individual person hiring for sole use, or a loose-knit group using the building for the benefit of the community. In these circumstances the Agent can exempt the Hirer from the need to have Public Liability insurance, providing risk management controls are in place. For the loose-knit community groups a risk assessment must be completed by the hirer for the activity itself and submitted to the Agent with the application form.

- 2.7 Accept that the Owners shall not be responsible for any loss, theft or damage to any property arising out of the hiring nor for any loss, damage or injury which may be suffered by or be done or happen to any person using the School Premises during or in relation to the hiring arising from any cause whatsoever or for any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction, requirement of the Local Authority or Act of God which may cause the School Premises to be temporarily closed or the hiring to be interrupted or cancelled and the Hirer shall indemnify the Owners against any claim which may arise out of the hiring or which may be made by any person using the School Premises during or in relation to the hiring in respect of any such loss, damage or injury.
- 2.8 Accept that the use of the School Premises is in common with the Owners and any other persons authorised by them and the right at any time to enter the School Premises and remain on the premises during the hiring is reserved to the Owners and the Agent.
- 2.9 Shall ensure that at all times good order is kept on the School Premises.
- 2.10 Not use school equipment without the Agent's specific consent. Any telephone calls on the school 'phone must be paid for unless they are genuine emergency calls.
- 2.11 Accept that the Owners or the Agent may put a stop to any activity on the School Premises which in their opinion is not properly conducted or which may infringe the Hirer's obligations set out in this Agreement and shall be entitled to cancel the booking whether before or during the hiring without notice or refund of any fees paid.
- 2.12 Ensure that no bolts, nails, screws, bits, pins, spikes or other objects shall be driven into the fabric or furnishings of the School Premises nor shall any articles be affixed thereto.
- 2.13 Ensure that no structural alterations whatsoever shall be made to the School Premises.
- 2.14 Ensure that no footwear shall be worn which could damage the surface of any floor. Any marks from black shoes must be removed at the end of each hiring/session of use.
- 2.15 Leave the School Premises in a clean and orderly state at the end of the hiring or each session of use.
- 2.16 Ensure that all property brought onto the School Premises during each hiring is removed on the expiration of the hiring or each session of use. The Owners shall not be responsible for any property left behind and reserve the right to charge extra while it is on the School Premises.
- 2.17 Ensure that no slogans, advertisements, flags, emblems or decorations shall be displayed outside the School Premises whether affixed to the same or free standing and the Hirer shall remove any slogan, advertisement, flag, emblem or decoration displayed inside the School Premises if in the opinion of the Agent it shall be unlawful, unseemly, libellous or expose the School Premises to an undue risk of fire or is likely to lead to a disturbance or is otherwise regarded as inappropriate.
- 2.18 Ensure that no exits are blocked or chairs or obstructions are placed in corridors or fire appliances are removed or tampered with and the Hirer shall ensure that users of the School Premises are aware of

the locations of emergency exits and fire-fighting equipment. The Hirer shall co-operate in fire drills from time to time.

- 2.19 Ensure that any lights or other electrical apparatus which shall be connected to the electrical installation in the School Premises shall be properly insulated and fused and electrical plugs and sockets shall not be overloaded. All must be fully electrically tested and comply with the current Electricity at Work Regulations. No unauthorised heating appliances shall be brought onto the School Premises or used in them.
- 2.20 Ensure that the playground is not used for parking other than with the specific consent of the Agent.
- 2.21 Comply with all conditions attached to any music or dancing licence and any theatre licence for the School Premises. A copy of each such licence may be seen on application to the Agent and the Hirer shall be deemed to have had notice of all such conditions and shall indemnify the Owners against all losses, costs, damages and expenses resulting from any failure to comply with the same.
- 2.22 Strictly comply with all legal requirements regarding the sale and consumption of alcoholic liquor, the performing of plays and the exhibition of cinematograph films and shall not infringe any copyright subsisting under the Copyright Act 1956. The Owners or the Agent shall be entitled to require proof that the provisions of this clause have been complied with 48 hours before the hiring. All legal requirements of Gaming and Lottery legislation shall similarly be observed without infringement.
- 2.23 Ensure that all scenery and costumes used for stage performances and the like are fire-proofed.
- 2.24 If the hiring includes the use of the School kitchen ensure compliance with all such conditions as the Owners or the Agent may prescribe at the time of the hiring.
- 2.25 Ensure that nothing shall be done on the School Premises which shall endanger other users or invalidate any insurance cover relating to the School Premises.
- 2.26 Ensure that any activities involving children comply with all relevant legislative, local Children's Services, local authority and OFSTED requirements as are appropriate including the necessity of obtaining DBS disclosure checks on all adults in attendance for the Hirer's activities when children are on the School Premises.
- 2.27 Ensure that payment is made by cheque to "Weaver Trust Limited and sent to the Agent 7 days in advance of the hiring. The Hirer will have no right to use the School Premises until full payment is received. In the event of cancellation howsoever caused the question of any refund shall be at the absolute discretion of the Agent.
- 2.28 Comply with any guidance on acceptable/unacceptable behaviour produced by the Agent or other representative of the Owners and provided to the Hirer
- 2.29 At all times during the hiring comply with the School's security fire and health and safety arrangements as brought to the Hirer's attention and ensure that any specific instructions in relation to site security are carried out in accordance with such instruction

- 2.30 The Hirer must be responsible at his/her own expense for carrying out his/her own risk assessment with regard to the hiring
- 2.31 The hirer must be made aware that some children have severe nut allergies, and the school must be left completely nut free after any event
- 2.32 The school will not provide any first aid or other equipment which is the hirer's responsibility
- 3. This hiring agreement may be terminated by either party giving to the other one month's notice in writing, such notice from the Hirer to be served on the Agent for the time being or his/her successor and such notice served by the Owners or the Agent to be served on the Hirer or the Hirer's representative at the address stated in the Hiring Application form.

Notice to have immediate effect may be served by the Owners or the Agent in the event of mis-use, damage caused to property, fixtures and fittings or damage to persons or other fundamental breach of these terms and conditions.