

## **Policy & Procedure**

# Newcroft

Primary Academy



# **Hiring Policy 2019**

This policy is reviewed every three years and was agreed by the Governing Body of Newcroft Primary Academy in Summer 2019

Signed: \_\_\_\_\_ Chair of Governors

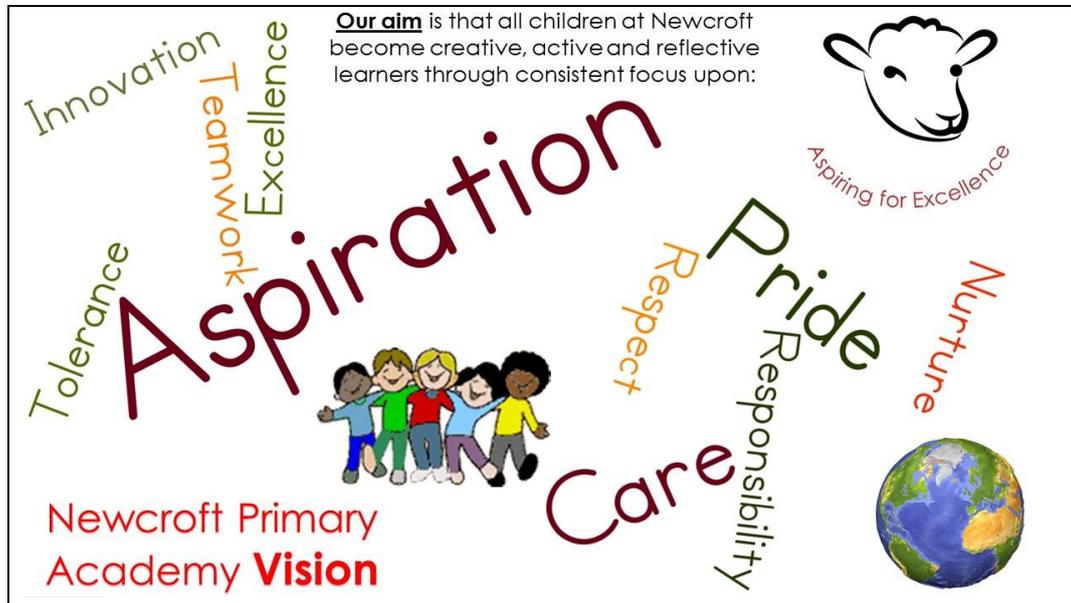
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## **Non-Statutory Policy**

# Newcroft Primary Academy

## Hiring Policy

### Aims and Vision



### 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
- All hiring will be at the discretion of the Head Teacher and Governing Body or its representatives who may refuse a hiring if they consider it is in the interests of the school to do so

### Aim

- To ensure that the process of hiring is consistent, fair and equitable

## Delivery

### 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 in line with advice taken from the above memorandum
- 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

Appendices to this policy include:

|            |   |  |
|------------|---|--|
| Appendix A | - | <b>Equality Act 2010</b>   |
| Appendix B | - | <b>Alcohol and Entertainment on School Premises</b>                        |
| Appendix C | - | <b>Permitted Temporary Activities</b>                                      |
| Appendix D | - | <b>Scale of Charges for the Hire of School Premises – for all lettings</b> |
| Appendix E | - | <b>Hirer Forms (for regular block booking)</b>                             |
| Appendix F | - | <b>Hirer Forms (for one-off Events)</b>                                    |

### Equality Act 2010

Under the Equality Act 2010 it is unlawful for service providers to treat disabled people less favourably because they are disabled. The service provider must not indirectly discriminate against a disabled person unless there is a clear reason to do so.

Also service providers must not treat a disabled person unfavourably because of something connected with their disability, unless there is a clear and fair reason. For this form of discrimination, the service provider must know or should reasonably have been expected to know that the person is disabled.

A service provider must not harass a disabled person in relation to access to everyday services. There is protection from discrimination against:

- people with a disability
- people who are associated with a disabled person
- people who are wrongly believed to be disabled

Service providers have to make reasonable adjustments for disabled people in the way they deliver their services. This is so that a disabled person is not put at a substantial disadvantage compared to non-disabled people in accessing the services.

Examples of reasonable adjustments could include:

- installing an induction loop for people who are hearing impaired
- providing disability awareness training for staff who have contact with the public
- providing larger, well-defined signage for people with impaired vision
- putting in a ramp at the entrance to a building which has steps

What is considered a reasonable adjustment for a large organisation, like a bank, may be different from a reasonable adjustment for a small local shop. It is about what is practical in the service provider's individual situation and what resources the business may have. They will not be required to make adjustments that are not reasonable because they are unaffordable or impractical.

## Hirings

**Alcohol and Entertainment on School Premises**

The Licensing Act 2003 now controls the sale and supply of alcohol, the provision of regulated entertainment and the provision of late night refreshment. Licensable activities are:

- i) the sale by retail of alcohol;
- ii) the supply of alcohol by or on behalf of a club to or to the order of a member of a club;
- iii) the provision of regulated entertainment;
- iv) the provision of late night entertainment.

Regulated entertainment includes:

- i) the performance of a play;
  - ii) an exhibition of a film;
  - iii) an indoor sporting event;
  - iv) boxing or wrestling entertainment;
  - v) a performance of live music;
  - vi) any playing of recorded music;
  - vii) a performance of dance;
  - viii) entertainment of a similar description to live music, recorded music or dance;
- but the entertainment or entertainment facilities must be for the public or a section of the public or for members or guests at a club or if not any of those then for consideration and with a view to profit.

A Premises Licence authorises the holder of the licence to use the premises for the licensable activities and in accordance with the detailed operating conditions;

Personal Licences authorise individuals to supply alcohol or authorise the supply of alcohol in accordance with a premises licence;

A Club Premises Certificate provides authorisation for qualifying clubs to use club premises for qualifying club activities.

The grant of premises licences and club certificates is through the local authority (District Council) for the area in which your school is situated, and for personal licences it is the Council for the area in which the applicant is normally resident.

### **Permitted Temporary Activities**

Small scale temporary events are permitted and may be carried out in accordance with a temporary event notice given under the Act.

There are formal requirements and procedures to be followed to authorise such temporary events at which alcohol will be sold or supplied and/or other licensable activities will take place, the most notable of which are as follows:

- i) notice in the prescribed form and containing the prescribed information must be given to the local authority and police by the premises user a minimum of 10 working days before the day on which the event period begins;
- ii) the event must be of less than 96 hours duration;
- iii) there must be more than 24 hours between events using the same premises or having the same premises user;
- iv) there can be a maximum of 12 events at the same premises in any one calendar year;
- v) the premises can be used on no more than 15 days in any calendar year;
- vi) no more than 500 persons are to be allowed on the premises at the same time;
- vii) where the supply (sale) of alcohol is involved the notice must make it a condition of using the premises that such supplies are made under the authority of the premises user who can hold 5 events in any calendar year (50 if a personal licence holder).

#### Note

The information provided is not exhaustive and is intended as a guide only. If you are unsure what restrictions may apply to the intended booking or for a function you intend to promote then you should seek appropriate advice from the Licensing Officer at the District Council in which your school is located or from the Learning Environment Team or the County Solicitor.

The application form for the hire of premises provides for the provision of regulated entertainment and/or the consumption of alcohol if your Governors agree and it sets out suggested conditions (see clause 10 – Special Conditions).

If alcohol is to be consumed then you should consider the nature of the function and whether or not the alcohol is to be sold to the persons attending i.e. by the operation of a bar. If alcohol is to be sold (and sale includes most devices intended to avoid the need for a formal licence including tickets for a dinner which includes wine or similar) then it will be necessary for the premises to be licensed.

You should also be satisfied that the quantities of alcohol available will not be excessive and that the number of persons attending the function is reasonable and within any maximum limits determined by your fire risk assessment for the premises having regard to the intended use and the type of persons likely to attend.

If your premises are not already licensed for the sale of alcohol and other regulated activities then the alternatives are for the Hirer, perhaps in consultation with you, (or possibly for the school itself) to arrange to give a temporary event notice. If your school holds a premises licence then the supply of alcohol may be through your own personal licence holder if they are to run the bar or through some other personal licence holder, but if the latter then the original personal licence should be inspected and a copy taken for your records.

If regular events are to be held at your school then you may wish to consider applying for a premises licence as it would simplify the running of a bar and other regulated activities. This could require changes to your Planning Permission and advice should therefore be sought from the Learning Environment Team before proceeding.

| <b>HIRE OF NEWCROFT SCHOOL PREMISES - Scale of Charges</b>   |          |                                |                    |  |
|--|----------|--------------------------------|--------------------|--|
| Lettings are for events attended by any members of the general public – this will be most lettings. Agreement is at the discretion of the Head teacher<br><b>All Lettings are in units of 2 hours</b><br><b>All figures below relate to 'term-time'. Lettings outside of term time are subject to availability</b> | Premises | Caretaking                     | Heating & Lighting | Admin  |
| <b>TABLE I – Mon to Thurs up to TWO HOURS FINISHING BEFORE 9 PM</b>  |          |                                |                    |  |
| School Hall  | 10.00    | £14.00 unattended<br>flat rate | 10.00              | 5.00<br>Flat Rate<br>(one off fee<br>annually) |
| Classroom Base   | 10.00    |                                | 10.00              |  |
| Playground and/or Field only   | 0.00     | £28.00 attended                | 0.00               |  |

**Worked examples:**

2 hours M-Th will be charged:

£10.00 Premises

£10.00 Heating and lighting

£14.00 unattended fee

Or

£28.00 attended fee

TOTAL: Attended fee: £48.00 Unattended fee: £34.00

# Newcroft Primary Academy

# **HIRERS'** **BOOKING FORMS** *Regular Block Bookings*

APPLICATION TO HIRE PREMISES – **Regular Blocked Booking**

Name of Applicant.....

Address .....

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

Email Address .....

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 Symphony Learning Trust 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: .....(Please Print) .....

Date: .....

**Regular Slot for the letting (term time only)**

Day..... Start time ..... End time .....

|  |                              | <b>Areas to be Used (Please Tick)</b> |             |           |                    |            |       |
|--|------------------------------|---------------------------------------|-------------|-----------|--------------------|------------|-------|
|  | Anticipated Number of Guests |                                       | School Hall | Classroom | Other Indoor Space | Playground | Field |
|  | Under 18                     | 18 and over                           |             |           |                    |            |       |
|  |                              |                                       |             |           |                    |            |       |

**Name and contact details of responsible person**  
hiring the premises \_\_\_\_\_

*The responsible person nominated above is responsible for controlling admission to the event, for clearing the room of people after the event and will be the liaison person for the Premises Officer (or other person responsible for locking the building)*

**For Office Use Only**

|                      | £ | £ | £ | VAT |             |
|----------------------|---|---|---|-----|-------------|
| Premises             |   |   |   |     |             |
| Caretaking           |   |   |   |     |             |
| Heating and Lighting |   |   |   |     |             |
| Admin                |   |   |   |     |             |
| Totals               |   |   |   |     | Final Total |

**Public Liability from Hirer? Yes / No**

**RECEIPT OF PAYMENT**

SIGNATURE OF HIRER:.....

DATE OF LETTING.....COST OF LETTING.....

PAYMENT RECEIVED BY..... DATE: .....

SIGNED:.....

# **IMPORTANT**

Only if hirers provide two fire marshals with fluorescent jackets can **dry ice, smoke machines, bubble machines or fog machines** be used during functions. A full risk assessment must be carried out and the fire alarm can be 'zoned off' in the areas in use (this is the responsibility of the Premises Officer). Without fire marshals, **dry ice, smoke machines, bubble machines or fog machines** cannot be used as they interfere with the building alarm systems. *If hirers wish to use any of the above, this must only be done with the approval of the Head teacher.* It is then the responsibility of the hirer to inform all members of the attending public of their use.

I wish to use \_\_\_\_\_ at our event.

I have the permission of the Head teacher \_\_\_\_\_ signed (Head teacher)

I will ensure that the following two named Fire Marshalls understand their responsibilities and will not be under the influence of alcohol during the event.

**Name of Fire Marshall 1** \_\_\_\_\_ **Signed** \_\_\_\_\_

**Name of Fire Marshall 2** \_\_\_\_\_ **Signed** \_\_\_\_\_

Flourescent jackets can be provided by the Premises Officer and must be returned following the event.

**Hirer's**

**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:

.....

Tel No. (mobile):

Home (if no mobile):

Email Address:

.....

**Tick to indicate you have received information and/or instruction about these issues/items**

| No | Issues/Items  | Tick | Additional Comments? |
|----|---|------|----------------------|
| 1  | Facilities Risk Assessments(s)  |      |                      |
| 2  | Fire Alarm Points   |      |                      |
| 3  | Fire evacuation procedures  |      |                      |
| 4  | Evacuation routes (exits)   |      |                      |
| 5  | Refuge/Assembly Point   |      |                      |
| 6  | Contact Details for Premises Officer  |      |                      |
| 7  | First Aid Kit (to be provided by hirer)   |      |                      |
| 9  | Toilet access   |      |                      |
| 10 | Drinking water access   |      |                      |
| 11 | Entrances   |      |                      |
| 12 | Reporting damaged or faulty building infrastructure and equipment to Premises Officer |      |                      |
| 13 | Reporting accidents or near misses to Premises Officer                                |      |                      |

I have been made fully aware of my health and safety responsibilities for the hire of facilities at Newcroft Primary Academy

Signature of person in charge:

.....

Date:

.....

## Newcroft Primary Academy

| <b>HIRE OF NEWCROFT SCHOOL PREMISES - Scale of Charges</b>  |          |   |                    |   |
|---|----------|---|--------------------|---|
| Lettings are for events attended by any members of the general public – this will be most lettings. Agreement is at the discretion of the Head teacher<br><b>All Lettings are in units of 2 hours</b><br>All figures below relate to 'term-time'. Lettings outside of term time are subject to availability | Premises | Caretaking  | Heating & Lighting | Admin                                       |
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| Classroom Base  | 10.00    |   | 10.00              |   |
| Playground and/or Field only  | 0.00     |   | 0.00               |   |

**Worked examples:**

2 hours M-Th will be charged:

£10.00 Premises

£10.00 Heating and lighting

£14.00 unattended fee

Or

£28.00 attended fee

TOTAL: Attended fee: £48.00    Unattended fee: £34.00

## **HIRE OF PREMISES AGREEMENT – for Regular Block Bookings**

### **1. Introduction**

1.1 The purpose of this statement is to record the agreement about the use of premises which has been reached by Newcroft Primary Academy and the Hirer: XXXXXXXXXXXXXXXX

This Statement has been drawn up jointly by both parties and is intended to cover the relationship between Newcroft Primary Academy and the Hirer for the management and operation of service activities within school premises.

### **2. Date of Statement**

This Statement will come into effect on the date of school signature on the agreement.

### **3. Period of Statement**

This Statement shall come into effect when signed by both parties and shall continue in force until terminated by either party.

### **4. Parties to the Statement**

The Governing Body of Newcroft Primary Academy and XXXXXXXX

### **5. Definitions**

**The School – Newcroft Primary Academy**

**The Service -** XXXXXXXXXXXXXXXX

**The Premises -** The land and buildings known collectively as Newcroft Primary Academy

**School Core Time –** 8.00am to 6.00pm weekdays during term time.

**Term Time –** School core time, excluding school holidays and other times when the school is not in normal session.

**School Holidays –** Those periods outside of school term time.

**Service staff role()** – The person appointed by the service to manage and monitor the interface between the school and the hirer.

**School staff role –** The person appointed by the Governing Body of the school to manage and monitor the interface between the school and the service

**Financial Year –** 1<sup>st</sup> September in one year to 31<sup>st</sup> August in the next year.

**Academic Year** – Running beginning September to end August each year

## 6. Aims and Objectives

The parties are aiming to:-

- a) Make the most effective and efficient use of available resources through an integrated approach to use of premises
- b) Support the learning objectives of the school and local community,

## 7. Access and Premises

7.1 The Hirer will have access to the main school car park although there are not any reserved spaces. There are designated disabled spaces at the Premises and these may be used by disabled employees or visitors attending the school or the service. The only time that disabled parking may be restricted is when the school holds its termly Parents Evenings This is due to Health and Safety issues surrounding emergency vehicle access to the grounds.

7.2 Subject to an **annual review, which shall be held at a time to be agreed between the parties**, and any unforeseen circumstances, the Hirer (and specific members of the public) shall have access during the specific hours, the dates and times agreed between the two parties outside of school hours.

### 7.3 Full Closures

**During some evenings, weekends and School Holidays, the school premises staff are not on site so some dates may accrue overtime to attend to opening hours. The school shall invoice the service for the overtime at the current rates.**

7.4 By prior arrangement with the school, the service may decide to open on closure dates when the school staff are not in attendance. Any additional overtime costs incurred by opening for the service would be invoiced to the service, using the current overtime costs applicable.

7.5 There may be times during unforeseen emergencies that the school shall have to close the Premises. The individual circumstances surrounding each event will be discussed with the hirer at the earliest opportunity and when necessary, the school may also be expected to close to the public when such events happen.

7.6 Cleaning of rooms used by the hirer will be undertaken by the school.

7.7 The school shall have full responsibility for all repairs and maintenance required to be carried out on the Premises including the rooms used by the Service.

## **8. Staffing**

8.1 The hire of grounds will not normally require school staff to be in attendance apart from unlocking and locking the gates.

## **9. General Security**

9.1 The school shall be responsible for ensuring the general security and physical safety of the site, its staff and contents. This shall include the maintenance, operation and necessary renewal of appropriate systems other than any specialised systems installed by the service. Any staff on site should at all times be responsible for the Health and Safety of themselves and any persons they are responsible for.

## **10. Insurance**

The school shall be responsible for ensuring the insurance of its own staff and assets and of the overall school site. The Hirer shall be responsible for insurance for their members and their possessions/equipment.

## **11. Income**

11.1 All income shall be invoiced and recorded by the school.

### COMMUNICATION FOR EMERGENCIES

12.1 The service shall have its own means of communication for emergency use.

## **13 Representation and Communication**

13.1 The School Business Director shall be the first point of contact between the Hirer and the school.

## **14 Financial**

The service and the school shall agree an fee for the use of premises in line with the agreed schedule and approval by the Governing Body (using the school's Scale of Charges).

14.1 This fee will cover all costs and expenses of the hirer in using the Premises or grounds

Once the annual sum is agreed by the parties, the School shall issue invoices to the service for the agreed sum.

All income shall be invoiced and recorded by the school. The school will raise invoices for the hiring periods and the hirer will make payment to Newcroft Primary Academy.

## MONITORING OF SERVICE

15.2 A meeting between the head teacher and the School Business Director shall be set up annually to review the joint arrangements.

## 17. Dispute/Termination

17.1 Any dispute concerning the operation of this Statement shall be referred in the first instance to the Head teacher. If the matter is not resolved to the satisfaction of the parties it shall be referred to the Chair of Governors.

17.2 Termination of this Agreement may be proposed by either party at any time.

18. The Hirer is required to have adequate Public Liability Insurance in place for the use of any Newcroft Primary Academy premises.

19.

### **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 school.***

## 19. Signatures

For the School : \_\_\_\_\_ (Signed)

\_\_\_\_\_ (Name)

\_\_\_\_\_ (Date)

For the Hirer : \_\_\_\_\_ (Signed)

\_\_\_\_\_ (Name)

\_\_\_\_\_ (Date)

# Newcroft Primary Academy

# **HIRERS'** **BOOKING FORMS** *One-Off or Infrequent* *Bookings*

**APPLICATION TO HIRE PREMISES – One-off or Infrequent Bookings**

Name of Applicant.....

Address .....

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

Email Address .....

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 Symphony Learning Trust 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: ..... Date: .....

**Areas to be Used (Please Tick)**

| Date of Event | Anticipated Number of Guests |             | School Hall | Classroom | Other Indoor Space | Playground | Field |
|---------------|------------------------------|-------------|-------------|-----------|--------------------|------------|-------|
|               | Under 18                     | 18 and over |             |           |                    |            |       |
|               |                              |             |             |           |                    |            |       |

**Name and contact details of responsible person for hiring premises**

\_\_\_\_\_

*The person nominated above is responsible for controlling admission to the event, for clearing the room of people after the event and will be the liaison person for the Premises Officer (or other person responsible for locking the building)*

**Event Times**

**Preparation time** – From \_\_\_\_\_ to \_\_\_\_\_

**Event times** – From \_\_\_\_\_ to \_\_\_\_\_

**For Office Use Only**

|                      | £ | £ | £ | VAT |             |
|----------------------|---|---|---|-----|-------------|
| Premises             |   |   |   |     |             |
| Caretaking           |   |   |   |     |             |
| Heating and Lighting |   |   |   |     |             |
| Admin                |   |   |   |     |             |
| Totals               |   |   |   |     | Final Total |

**Public Liability from Hirer? Yes / No**

**RECEIPT OF PAYMENT**

SIGNATURE OF HIRER:.....

DATE OF LETTING.....COST OF LETTING.....

PAYMENT RECEIVED BY..... DATE: .....

SIGNED:.....

# IMPORTANT

Only if hirers provide two fire marshals with fluorescent jackets can **dry ice, smoke machines, bubble machines or fog machines** be used during functions. A full risk assessment must be carried out and the fire alarm can be 'zoned off' in the areas in use (this is the responsibility of the Premises Officer). Without fire marshals, **dry ice, smoke machines, bubble machines or fog machines** cannot be used as they interfere with the building alarm systems. *If hirers wish to use any of the above, this must only be done with the approval of the Head teacher.* It is then the responsibility of the hirer to inform all members of the attending public of their use.

I wish to use \_\_\_\_\_ at our event.

I have the permission of the Head teacher \_\_\_\_\_ signed (Head teacher)

I will ensure that the following two named Fire Marshalls understand their responsibilities and will not be under the influence of alcohol during the event.

**Name of Fire Marshall 1** \_\_\_\_\_ **Signed** \_\_\_\_\_

**Name of Fire Marshall 2** \_\_\_\_\_ **Signed** \_\_\_\_\_

Flourescent jackets can be provided by the Premises Officer and must be returned following the event.

**Hirer's**

**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:

.....

Tel No. (mobile):

Home (if no mobile):

Email Address:

.....

**Tick to indicate you have received information and/or instruction about these issues/items**

| No | Issues/Items   | Tick | Additional Comments? |
|----|--|------|----------------------|
| 1  | Facilities Risk Assessments(s)                                       |      |                      |
| 2  | Fire Alarm Points  |      |                      |
| 3  | Fire evacuation procedures   |      |                      |
| 4  | Evacuation routes  |      |                      |
| 5  | Refuge Point   |      |                      |
| 6  | Assembly Point   |      |                      |
| 7  | Contact Details for Premises Officer                                 |      |                      |
| 8  | Location of the First Aid Kit  |      |                      |
| 9  | Toilet access  |      |                      |
| 10 | Drinking water access  |      |                      |
| 11 | Entrances and Exits  |      |                      |
| 12 | reporting damaged or faulty building infrastructure and/or equipment |      |                      |
| 13 | reporting accidents or near misses                                   |      |                      |

I have been made fully aware of my health and safety responsibilities for the hire of facilities at Newcroft Primary Academy

Signature of person in charge:.....

Date:.....

## Newcroft Primary Academy

### Hiring the School Buildings

#### **Additional Notices Applying to the Hire and Use of the Buildings**

##### Important Safety Notice

In order to protect the premises and users from possible exposure to dangers, hirers must consult with the Head teacher (through the Premises Officer) if intending to use any of the following at any function:

- **Strobes**
- **Lasers**

There must be clear signs on entry to and around the building if permission is given.

Only if hirers provide two fire marshals with fluorescent jackets can **dry ice, smoke machines, bubble machines or fog machines** be used during functions. A full risk assessment must be carried out and the fire alarm can be 'zoned off' in the areas in use (this is the responsibility of the Premises Officer). Without fire marshals, **dry ice, smoke machines, bubble machines or fog machines** cannot be used as they interfere with the building alarm systems. *If hirers wish to use any of the above, this must only be done with the approval of the Head teacher.* It is then the responsibility of the hirer to inform all members of the attending public of their use.

**The use of foam or fireworks is not allowed under any circumstances**

**Newcroft Primary Academy is a no smoking site**

##### **Capacity**

The maximum numbers of persons permitted to be present is fixed by fire regulations and is as follows:

School Hall – **120**

**The Governing body reserves the right to refuse any booking**

**A security deposit is required for all one-off. It is returnable subject to deduction of costs for breakages or other damage**

## Hiring / Lettings

### 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.
  - You will need to contact the emergency services from your own mobile phone.
  - The Premises Officer's contact telephone number.
  - First Aid Kit to be provided by the Hirer. Toilet access.
  - Drinking water access.
  - Entrance and Exit access and security systems.
3. In accordance with the premises Fire Evacuation Plan, you will be required to:
  - 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.
5. During a function, hirers should ensure that the public, particularly children are kept inside the building as much as possible. Otherwise, this may lead to accidents or complaints and hirers could face an accusation of negligence.

## SYMPHONY LEARNING TRUST

### THE GOVERNORS OF NEWCROFT PRIMARY ACADEMY

#### 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 Newcroft Primary Academy against the consequences of the Hirer's failure to do so.
  2. To pay a non-refundable deposit of **£25** of the hiring fee on the making the booking.
  3. To pay the hiring fee or any balance not less than 21 days\* before the hiring is to take place. Payments should be made to **Newcroft Primary Academy, preferably by bacs**. 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.
  4. 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 School 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 School or their respective servants or agents.
  5. 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 neither 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.
  6. 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.
  7. The Hirer is required to have adequate Public Liability Insurance in place for the use of any Newcroft Primary Academy premises.  
 **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 School.***
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:

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 (or DBS) checks. The Governors reserve the right to require the Hirer to produce evidence that enhanced CRB (or DBS) 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.

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 or Principal.

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 has 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.