

# HAYES MEADOW PRIMARY SCHOOL



## **Terms and Conditions for the hire of the school premises:**

All terms and conditions set out below must be adhered to. The 'hirer' shall be the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

## **Priority of Use and Access**

The Governing Body reserves the right to access the premises during any letting. The Headteacher or members of the Governing Body from the Premises and Safety Committee may monitor from time to time.

The Headteacher will decide conflicting requests for the use of the premises, with priority at all times being given to school functions.

The responsibility of making sure the accommodation is suitable for the needs of all users, is the responsibility of the hirer and not the school, to comply with the Disability Equality Scheme. Access to the school's toilet facilities is included as part of the hire arrangements.

The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and given approval. The Hirer shall not sub-let the premises to another person. Subject to availability, car parking facilities may be used by the hirer and other adults involved in the letting. The hirer will include this in the 'Lettings Request Form'.

## **Status of the Hirer and Safeguarding of Children and Young People.**

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background. The hire agreement is personal to the Hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or creating any tenancy between the school and the Hirer.

The Hirer must give their details with the agreement in their name, with their permanent private address or named senior personnel, contact details, full business address and any registered Charity/ Company registration numbers.

Persons may have to undergo, at the discretion of the Governing Body, a criminal record check via the DBS. If a particular letting involves contact with the school's pupils, all personnel involved must be checked in accordance with DCFS and Staffordshire Safeguarding Children's Board guidance.

These checks must be made by prior arrangement with the Headteacher, with at least half a term's notice in advance to ensure that the checks can be carried out in time. Any adults working with the school's pupils must be appropriately qualified. Sports coaches must follow the LEAs guidelines for working in schools.

The Hirer shall be responsible for the prevention of overcrowding and for keeping clear all gangways, passages and exits.

Where partnership activities take place a responsible identified lead is to be established who takes full responsibility for leadership, lettings application, finance, safeguarding and all aspects of risk management between all parties.

### **Policies**

The Hirer will be given copies and adhere to school policies eg. Lettings, complaints, equality disability and health and safety.

### **Charges and Cancellations**

Hire charges are reviewed annually and the current charge is set out in the Hire Agreement. The Hirer acknowledges that the charges given may be increased from time to time and that the letting may be cancelled, provided that in each circumstance at least 28 days notice is given either way. It is the Hirer's responsibility to notify all involved in writing of any changes in dates or venues at least a week in advance.

### **Behaviour**

The hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated.

### **Conclusion of the letting/ Contract termination**

The Hirer shall, at the end of the hire period, leave the accommodation in a reasonably tidy condition, all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional cost will be charged.

### **Copyright or Performing Rights**

The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the Local Authority against all sums of money which the LA may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement. Schools are responsible for the management and documentation records.

### **Damage, Loss or Injury**

It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk. The Hirer should adequately supervise the event and be responsible for any consequences arising from the event, and liability insurance is therefore recommended.

The Hirer warrants to the governing body that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons and /or loss of or damage to property, including the hired premises arising out of the letting.

### **Furniture and Fitting**

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the premises.

### **Electrical Equipment**

Any electrical equipment brought by the Hirer onto the school site MUST comply with the LA code of practice for portable electrical appliance equipment. Equipment must either have a certificate of safety from a qualified electrical engineer or be inspected by the LA. The intention to use any electrical equipment must be notified on the application.

### **First Aid Facilities**

There is no legal requirement for the school to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit. The use of school resources is not available.

### **Food, Smoking, Drink and Drugs**

No food or drink may be prepared or consumed on the property without the direct permission of the Governing Body, in line with current food hygiene regulations. All litter must be placed in the bins provided. No intoxicants/ unlawful drugs shall be brought onto or consumed/ used on the premises. The whole school premises are a non-smoking area and smoking is not permitted.

### **School Equipment**

The can only be used if requested on the initial application form, and if its use is approved by the Headteacher. Responsible adults must supervise the use of any equipment which is issued and ensure its safe return. The Hirer is liable for any damage, loss or theft of school equipment they are using.

### **Security**

The Governors will hire and pay for a person to be responsible for the security of the premises before, during and after the hire and for the cleaning of the premises. This cost will be included in the charge for the letting. Keys should not be passed to any other person without direct permission of the governing Body of the school.

### **Vacation of Premises**

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult.

In the event of an emergency, occupants must leave the school by the nearest exit and assembly on the car park. The Hirer must have immediate access to participants emergency contact details and

the use of a telephone. Hirers are responsible for familiarising themselves with emergency exits and must ensure that participants are aware of evacuation procedures.

### **Leaving of Premises**

The Hirer must make arrangements for uncollected children and any permission from parents on arrangements for being taken off premises. The Hirer is also responsible for transportation arrangements, transport safety checks, DBS checks of volunteers, appropriate adult: child ratios and supervision arrangements.

### **Promotional Literature/ Newsletters**

A draft copy of any information to be distributed to participants or through the school must be sanctioned by the Headteacher a week prior to distribution by the Hirer.

Date Agreed by Governors: September 2023

Review date: September 2024