

Cavendish Church of England Primary School



Terms and Conditions for Hire and Use of School Premises

This Policy should be read in conjunction with the
Events Policy, Health, Safety and Welfare Policy, Equality Act and Prevent Duty Action Plan

Signed: On behalf of Governing Body	
Signed: Headteacher	
Date:	Summer Term 2023
Date to be Reviewed:	Summer Term 2024

Our Vision

In our school our Christian vision shapes all we do.

Challenge, Creativity, Compassion: Create a pure heart in me – Psalm 51:10

Our School Vision Statement reflects this commitment as children and staff are taught to challenge inequality, prejudice, bullying and harm; to respond with compassion and sensitivity to individual need and to respect the rights of all individuals to be safe and nurtured within God's world.

We encourage children to respond creatively to internal and external challenges in life, with compassion for others, including consideration for creation and the planet itself. Thus we show how to live justly and with a pure heart, reflecting the teachings of Jesus and God's love within our school environment.

1 AVAILABILITY

- a. Lettings are made on the basis that the school premises may not be used to support prejudice, intolerance or extremism. Risk Assessments are required for each body using the school premises. Whilst on site, organisations are expected to follow school fire and emergency procedures. A telephone is made available for emergencies. Electrical equipment may not be brought into school with PAT testing/explicit Risk Assessment being authorised by school. No hazardous substances may be brought on site. Organisations must agree to hold a fire evacuation practice in conjunction with the Headteacher
- b. Educational buildings and facilities are generally available when not required by the Local Education Authority for the purposes of Primary, Secondary, Special, Further and Adult Education, or the provision of a Youth Service.
- c. Use of these premises is subject to various conditions, regulations and charges, ie,

Charity Events

Charity events arranged by the school are organised through the PTFA, School Council or Governing Body.

Charities to be supported must fit in with school values and ethos, and may not have links to extremism in any format.

Supporting activities or hired entertainment must be authorised, and safeguarding checks, insurance and suitability to work in school grounds with children will meet school's expectations.

Full risk assessments must be submitted at least two weeks in advance and the risk assessment package submitted for approval via County Evolve.

Where the school is approached for use of site, equipment, or utilities, this will only be given where the fundraising event can be supported by the school's ethos, as use of materials implicitly suggests condoning if not actual support of the event.

Lettings

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The school will only let to groups and societies without links or intent to promote extremism. The lettings form constitutes written agreement that the school premises will not be used to support or promote extremist viewpoints or those against British Values.

The person with responsibility for the letting must meet with school staff for health and safety, safeguarding and Prevent duties to be discussed.

Publicity Materials

Any promotional event materials including leaflet distribution must be approved by the Headteacher, prior to distribution. The school will not distribute materials or promote events which are in conflict with the school's values and ethos. Whilst the school may distribute events /clubs which are of interest to children, it will not support purely commercial distribution.

Any leaflets left for distribution will be done so on the basis that the school's decision for disseminating is final.

2. APPLICATION

- a. Application forms, available from the school, should be submitted to the school secretary at the school.
- b. Applications will be considered on their merits, taking into account: considerations such as the preservation of law, order, public safety and the availability of other suitable local accommodation, particularly that provided at public expense and where caretakers are required to supervise. Where an unincorporated Association wish to have school buildings and facilities, an officer of the Association must make the application personally.
- c. If your application is accepted it will become a firm booking only on receipt of your completed and signed application form, paid deposit of 25%, when you have spoken to the Headteacher, and you have been sent confirmation of the booking.
- d. The person signing the application form will be considered the user. In signing the application form the user not only acknowledges receipt of the Regulations and Conditions of Use but is also deemed to agree to ensure compliance with them.
- e. Any application will be scrutinised to ensure that the building's use does not in any way promote extremism, intolerance, radicalisation or any behaviours identified in the Prevent Strategy.
- f. Applicants by applying agree not to use the building for any meetings which undermine British values and British laws.

3 GENERAL CONDITIONS

a. Cancellation

Cancellations should be made at least twenty-four hours before the proposed use, although the user will still be liable for a standard charge of 25%. Regular users should note the cancellation and subsequent non-payment for one session in a series could result in VAT implications

In exceptional circumstances it may be necessary for the school to cancel a booking, in which case the deposit will be returned. As much notice as possible will be given, generally not less than seven days, and where possible alternative accommodation will be offered. The Local Education Authority and school governors will accept no liability in respect of communications

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incurred by the user due to such cancellation.

b. Charges

Letting fees are reviewed regularly and are charged by the school. In certain circumstances payment in advance may be required

c. Alcoholic drinks

Express approval by the School Governors is required if alcoholic drinks are to be sold or even consumed on the premises. **THE SELLING OF ALCOHOL REQUIRES A LICENCE.** It is the responsibility of the hirer to obtain the licence and a copy must be provided for the school

Unconsumed liquor, bottles, bottle cases, glasses and similar articles must be removed from the premises immediately after the function has ended. See also: Use of Halls, etc.

d. Insurance

IT IS THE RESPONSIBILITY OF THE USER TO EFFECT ADEQUATE PUBLIC LIABILITY INSURANCE.

- i. The school has in place a Hirers' Liability insurance policy which covers accidental injury to anyone (other than an employee of the hirer), accidental damage to the hired premises and its contents and accidental damage to any other property not belonging to, nor in the custody or control of the hirer. Full details of this insurance are available on request.
- ii. The hirer will be entirely responsible for the proper use of facilities and must take all reasonable precautions to ensure that there is no damage to the fabric of the building, furniture and fittings or any school equipment
- iii. The hirer shall indemnify the Local Education Authority and the Governors when signing the application form against any claim for bodily injury or loss, of damage to property (real or personal) whether belonging to the Authority or to any other person if said loss, damage or injury is either caused by the negligence of the hirer or by the negligence any other person using the premises with his permission.
- iv. Parent Teacher Associations also need to ensure that adequate insurance arrangements have been effected – the National Federation of PTAs, 1 White Avenue, Northfleet, Gravesend, Kent offers literature including sections on insurance, and individual school PTA may wish to contact them directly for information in respect of benefits available through membership. See also the range of insurance offered through the County Treasurer.

Organisations should also consider whether staff and helpers should be protected by personal accident insurance/employers liability etc.

e. Cleaning

The hirer is responsible for ensuring that premises are left in a clean and tidy condition, including replacing any furniture that may have been moved. Any additional expense incurred by the school in the moving and replacement of furniture and equipment, or extra cleaning that may be necessary, in returning the premises to a satisfactory condition shall be recharged to the hirer.

THE HIRER MUST INFORM THE SCHOOL OF ANY INCIDENTS, ACCIDENTS OR INJURIES THAT TAKE PLACE ON THE SCHOOL PREMISES.

f. Use of facilities

- i The hirer will be responsible for the proper use of facilities (specialist equipment is not generally available e.g. projectors, TV and video equipment, etc., unless special arrangement have been made) and must take all reasonable precautions to ensure that there is no damage to the fabric of the buildings, furniture and fittings and school equipment; the hirer shall be responsible for making good any damage to premises and property. No changes to fixtures or fittings should be made to property. No changes to fixtures or fittings should be made to the fabric without prior approval.
- ii. The hirer must use only that part of the building hired and must observe any instructions given by the Headteacher concerning the area available. The hirer is not entitled to use or enter the premises at other than the agreed times, unless prior arrangements have been made with the School.
- iii. The hirer shall be responsible for ensuring that good order is kept on the premises and approaches thereto, immediately before, during and immediately after the agreed period of use. The school reserves the right:
 - to have a representative present at any function
 - to inspect the proceedings at any time
 - to put a stop to any entertainment or meeting not properly conducted or liable to cause offence.
- iv. The hirer shall be deemed to be the nominated responsible person to be in charge of, and upon the premises at all times during the period of the letting. The nominated responsible person must comply with the following conditions: -
 - a. Up to 100 persons – 2 stewards
 - b. One extra steward for each additional 50 persons or part thereof.

Such stewards shall be made fully aware of the position of exits and fire fighting equipment, and be able to give full assistance in evacuation of the premises in the case of any emergency. Such stewards should be readily identifiable to members of the public in the event of such an emergency.

- v. Hirers should acquaint themselves with Fire and Safety regulations and procedures relating to the premises in use.

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- vi. The user shall be responsible for ensuring that First Aid is available as appropriate and has access to a mobile phone in case of emergencies.
- vii. **SMOKING IS NOT ALLOWED ON SCHOOL PREMISES, INCLUDING THE GROUNDS.** All visitors are expected to follow the school Health & Safety Policy.

4. METHODS OF PAYMENT

- a. An invoice will be sent from the school and payment should be made within 30 days. Cheques should be made payable to Suffolk County Council.
- b. For one off events payment may be asked for in advance.
- c. If payment is made in cash, the payer should ensure that a receipt is obtained; if a receipt is required for payment by cheque, this will be provided on request.
- d. **VAT**
 - i. The prices quoted in the Scale of Charges are all inclusive of VAT at the current rate where applicable.

6. REGULATIONS AND CONDITIONS FOR USE OF THE MAIN HALL.

- a. These regulations and conditions are in addition to the General Conditions.
- b. Scenery, costume and drapes used for stage performances or the like must be fireproofed. Advice on fireproofing may be obtained from the County Architect, St Edmund House, Rope Walk, Ipswich. The school may cancel or postpone the booking, at any time, on the advice of the County Fire Officer.
- c. No exits may be blocked or chairs or obstructions placed in corridors. Fire appliances must not be tampered with or removed other than for fire fighting purposes.
- d. The user shall not exceed the licensed seating and/or dancing capacity of the premises, which are as follows: -
 - i. All persons seated at tables - 50 maximum
 - ii. Dancing and refreshments - 50 maximum
 - iii. Dancing only - 50 maximum
 - iv. All persons closely seated - 70 maximumSee 7(a) and 7(b)

7. THE USER IS RESPONSIBLE FOR ENSURING THAT ANY NECESSARY LICENCES REQUIRED FOR A PARTICULAR EVENT HAVE BEEN OBTAINED.

a. Theatre Licence

No stage play shall be performed unless a Theatre Licence has been obtained from the St Edmundsbury Borough Council. No booking will be confirmed unless such a licence has been obtained. The hirer must observe any conditions attached to such a licence.

b. Public Entertainment Licence

Functions requiring that the premises shall be licensed for music, singing and dancing or entertainments of a like shall only be held if such a licence is in force.

c. Performing Rights Licence

- i. No copyright, dramatic or musical work shall be performed or sung without the licence of the owner of the copyright. The hirer shall indemnify the Authority and the Governors against any infringement of copyright that may occur during the letting.
- ii. A Performing Rights Society Licence is held to cover the Authority's educational premises where entertainments are given, to which a charge for the admission is made. This licence does not cover every piece of work and the hirer must ensure that, where the Performing Rights Society does not hold a copyright any royalties due have been paid.
- iii. A hirer is required to provide at the end of each week, by post, on forms obtainable free from the Society, a list of all the musical works, whether published in manuscript, performed at the premises vocally, instrumentally, or electronically, or entertainments for which a charge for admission is made. The form should be returned direct to the Performing Rights Society Ltd., 29/33 Berners Street, London, W1P 4AA.

d. Justices Licences

- i. Alcoholic drinks shall only be brought on the premises if they are directly provided by the hirer, or provided by the holder of a licence granted by the Justices for the function for which approval has been given.
- ii. The selling of alcoholic drinks requires a licence.

See General Conditions (3)

e. Cinematography Licence

Users wanting to regularly put on cinematography shows, unless in possession of the relevant certificate from H M Customs and Excise should apply to the St Edmundsbury Borough Council for a licence.

f. General

If any works are necessary to comply with regulations in connection with the above licences, the user shall discuss detailed proposals with the school, and may be required to pay all or any charges for such works.

CHARGES AS AT April 2023

The following charges are at the discretion of the Headteacher and can be waived if it is viewed as in the best interests of the school e.g. fund raising events.

Weekday rates

1. Voluntary and charitable organisations – charge per hour

School hall	£5.00
Classroom	£3.50
School grounds	£5.00

2. Private and commercial hirers – charge per hour

School Hall	£15.00
Classroom	£10.50

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School grounds £15.00
Minimum booking 2 hours

Weekend rates

Same as weekdays plus any additional caretaking fees incurred

Hire of the School hall entitles the hirer to the use of the kitchen. This must be left clean as found.

No part of the premises may be hired while the school is in session.

Covid-19 Addendum

Private hire and use of the school building is reviewed in line with the Covid-19 Risk Management of school. Depending on Government guidelines regarding relaxation of public control measures, any subsequent letting may require an additional cost to cover deep clean and sanitising of the room and equipment after the letting has taken place and before the room is used again by the school.

Any hirer may need to submit a Covid-19 management Risk Assessment and agree to abide by school systems for safe management, depending on school risk measures in place at the time.