

Conditions of Hiring of School Premises

Applications for Hire

1. Each application should normally be made in writing to the head teacher giving at least 21 days notice for a weekday letting occurring outside school hours and at least one calendar month's notice for a letting on a Saturday. All hiring fees are invoiced by the school and paid in advance; admission to school is only on production of the official permit. All payments must normally be made one week before the date of the letting and admission to school premises will be granted only on production of the official permit and receipt for payment of fee.
2. A single application form is acceptable to cover a series of bookings of up to one term, subject to the availability of premises on the dates required, which should be clearly stated. Contact details must be clearly indicated. Payments for a series of lettings must be made monthly in advance.
3. Facilities may be hired outside school hours in accordance with hire details.
4. It is the responsibility of hirers to satisfy themselves that the accommodation and furnishings requested are suitable for the purpose required.
5. Any additional requirements and requests should be made clear on the application form for the hire of facilities. This includes the use of P.E equipment, toys, books and other equipment in school, such as audio-visual items, beyond that normally expected to be included in the hire.

Alterations and Cancellations

1. Notification of any cancellation or alteration of a hiring must be given by the hirer, in advance, to the school, **as soon as possible prior to payment but no less than one week prior to the booking by which time payment will normally have been received. . Refunds made earlier than one week prior to the booking will incur a 5% administration charge. Cancellations by the hirer after payment has been made and less than one week prior to the booking will not normally be refunded.**
2. Notification of any cancellation or alteration is one term for the hire of the pool and other long-term lettings. This applies to both the school and the hirer, with the exception of emergency situations.
3. **The school reserves the right to refuse or cancel a letting or close the facility at its own discretion in which case any payments received will be refunded in full.**
4. If food from an external provider is ordered and the letting is cancelled by the hirer less than 48 hours before the letting, the hirer shall be responsible for the cost of the

food and payment will be charged accordingly (See Appendix A). Cancellations for a Monday need to be made by Thursday.

Use of Premises, Equipment and Furnishings

1. Hirers are not permitted to use and must not enter accommodation other than that which is stated on the permit.
2. Furniture may not be moved without the consent of the head teacher or her representative. Permission must be obtained at the time of hiring. If additional furniture is required which is not available at the school, it may be possible to arrange delivery, but any expenses involved must be borne by the hirer.
3. No school gymnastic apparatus, other than sports mats may be used without the specific consent of the head teacher because of the possibility of damage to premises and equipment.

No footballs may be kicked in the sports hall due to the risk of damage to premises and equipment.

The use of large inflatables are not permitted anywhere within the school site.

4. Decorations and advertising matter are not permitted without special permission from the school. Notice boards, supplied by the hirer, may be displayed in the entrance to the school for 24 hours before the commencement of the letting. Any fixings of these noticeboards must be agreed by the head teacher. Some events advantageous to the school may be advertised on the outside noticeboard, with the agreement of the head teacher.
5. Toilet accommodation will be made available to persons hiring the school premises at no extra charge. Parking facilities, where available, are at owner's risk and are free of charge.
6. With regard to the use of the showers and toilets, normal facilities such as hand washing items are included in the hire but not towels, nappies, wipes, shower gels and shampoos nor items stored in changing and shower facilities belonging to school staff and to children who attend the school. We request that showers are handled with care and are placed in the holders after use.
7. All equipment brought into the school for the purpose of the letting must be removed immediately afterwards unless specifically agreed by the school, for example, when items are stored by the school for regular bookings.
8. The local authority prohibits:
 - (a) The use on floors of any matter, such as polishes, chalk;
 - (b) Any gambling on school premises with the exception of licenced raffles organized by the school;
 - (c) Screws or nails or similar articles being driven into any part of the local authority's property;

- (d) The sale or consumption of intoxicants otherwise than as authorised in writing by the local authority, in which case it shall be the responsibility of the hirer to satisfy the requirements of the licensing laws;
- (e) Loitering at the entrances to schools, corridors or playgrounds;
- (f) Smoking in all local authority buildings including this school and also within the school grounds.

Damage and Breakages

1. The local authority grant facilities for the public use of school premises on the express condition that those responsible for hiring the room will give an undertaking that the meetings will be conducted with propriety and will hold themselves liable for any damage incurred. All breakages and damage must be reported to the head teacher or office staff.
2. The persons responsible for the conduct of the meetings, dances or other functions must take precautionary measures at every meeting to avoid damage to school property. Stiletto heels should not be worn in the hall and hirers should ensure that only soft soled footwear is worn. All hirers are expected to leave the premises in a clean and tidy state.
3. Any damage arising from the hiring of school premises will be repaired by the school or local authority and charged against the party or person hiring the school premises in question. This applies also to damage caused by children.

Health, Safety, Insurances and Licensing

1. Those responsible for hiring school premises must indemnify the local authority, that is, Sandwell Metropolitan Borough Council, from and against all actions, claims, demands, losses, costs, damage and expenses which may be brought or made by any person in respect of injury or damage sustained by them in consequence of or arising out of the use of school premises.
2. Use of the car park is entirely at the own risk of the driver and passengers. The school cannot be held responsible for damage, accident or injury however caused. Taking vehicles onto or parking on grassed areas is strictly forbidden, only parking on hard surfaces is allowed within the car park itself. Parking on the bays by the main entrance is not allowed and should be kept clear – these are used in the event of the need for an ambulance or other essential vehicles when access by the school is required. No parking is allowed on the hard surface in front of the entrance to the school.
3. Hirers are responsible for obtaining their own insurances, including public liability insurance. There are notices in the school building concerning this. The school will require copies of hirers' public liability insurance and CRB clearances for events involving children.

Groups or other organisations hiring the premises are expected to produce a child protection / safeguarding policy or else accept and adhere to the policy of the school, a copy of which will be provided for them..

Parents using the school for birthday parties are not expected to provide public liability insurance for the event as the local authority insurance would provide cover for injury as a result of any negligence regarding the premises. However, parents using the school are responsible for the conduct of those whom they invite and are responsible for any consequences of inappropriate conduct which results in damage, accident or injury. Parents are not expected to provide CRB clearances but are deemed responsible for the children in their care.

There is additional information for parents using the school facilities for birthday parties, including the pool and soft play room.

4. The school is not responsible for the quality and safety of food and drink brought into the premises by hirers.
5. Where the premises are used for a public performance the person hiring the school will be responsible for satisfying the requirements of the appropriate licensing provision.
6. Permits for the use of sports halls, swimming pool, sports pitch and any other part of the school premises in which it is proposed to engage in physical activities, will be issued only when a person, appropriately qualified to teach and supervise the activity, will be in charge throughout the period of hire.
7. A qualified life-saver must be present at the side of the baths throughout the whole period of hire of a swimming bath. Evidence of up to date life saving qualifications will be required. Legal liability should cover a minimum of £5m. There is additional documentation regarding health and safety procedures for the pool to which the hirer must agree and adhere.
8. Prior to any letting for the hire of school premises involving the participation in martial arts or similar activities being accepted; copies of the following must be provided for the school:
 - (a) details of affiliation to the relevant body;
 - (b) legal liability cover, including public liability insurance cover, for a minimum of £5 million; and
 - (c) licences held by all coaches.Acceptance of such lettings are subject to the confirmation of the above by the local authority.
9. Any equipment or materials which may constitute a danger to the hirer, or other persons or the premises may not be brought into the school (e.g. inflammable or toxic materials, substances or equipment). The school will not hire out facilities to fencing, air rifle and pistol clubs or any other clubs involving weapons.

10. All equipment brought into the school for the purpose of the letting must be removed immediately afterwards. Exceptions may be made for the storage of small quantities of items used by regular bookings.
11. Electrical equipment brought into the school should not be used on the premises unless it has been PAT (Portable Appliance Testing) tested. This can be arranged through contacting the site manager.
12. The school will request to see and receive copies of relevant certificates for sports activities of any kind.
13. There is additional documentation regarding health and safety and other requirements relating to the hire of the school premises by parents for birthday parties (Appendix I) and for the hire of the pool (Appendix J).
14. Hirers should report any suspicious incidents to the police immediately.
15. Admission shall be given to representatives of the local authority, or any representative of the police, ambulance or the fire service at any time during which the premises are open, provided clear identification is presented to the site manager or receptionist on duty.
16. The number of persons admitted to the premises must not be more than the building or part thereof can properly accommodate. The hirer is responsible for ensuring that any activity does not restrict the use of passages, exits, etc.
17. On entering the building the hirer must examine the fire regulations posted at the fire alarm point nearest to the accommodation to be used and ensure that these are understood.
18. The hirer is responsible for informing all delegates or attendees of the fire procedures and fire assembly point.
19. Admission during the period of hire should be given to any representative of the local authority, police, fire service or members of the governing body.

The site manager and key holders are expressly instructed by the local authority to ensure that hirers observe the regulations set out above.

Agreement and acceptance to the above conditions of hire:-

Signed by the hirer:-

Date:-