



THE MISBOURNE

LETTINGS POLICY

Date approved by Governing Body: March 2017

Signed by Chair of GB: P Brown

Review Date: March 2018



2.1 INTRODUCTION

The Governing Body is committed to making every reasonable effort to ensure the school building and grounds (premises) are available for community use. However, it must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils. Any request for the use of school premises will be looked at with the demands on staff time, cost of utilities and effect on school organisation all borne in mind.

2.1.1 Definition of a Hiring

A hiring may be defined as 'any use of the school premises by either a community group or a commercial organisation', regardless of whether a hiring fee is charged.

2.1.2 Charges for a Hiring

The governing body is responsible for setting the charges for the hiring of the school premises.

2.2 APPLYING TO USE THE SCHOOL

Application to use the school premises should be made to the Finance Manager and the Application Form should be filled in at least 21 days before the event.

The Finance Manager will consult with the School Business Manager to resolve any conflicting requests for the use of the premises, with school functions always receiving priority.

The Headteacher is responsible for the management of lettings, in accordance with the school's policy, but the Headteacher may delegate all or part of this responsibility to other members of staff, whilst retaining overall responsibility.

If the School Business Manager/Headteacher has any concern about the appropriateness of a particular request for a letting, he/she will consult with the Chairman of Organisation Committee who has the authority to determine the issue on behalf of the governing body. The governing body has the right to refuse an application and no letting should be regarded as 'booked' until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been confirmed in writing (see appendix 1 for Hire Agreement)

2.3 HOURS OF OPENING

Facilities at the school are normally available for the use of outside hirers between the hours of 6.00 p.m. and 9.30 p.m. on weekdays, 9.00 a.m. and 11.00 p.m. on Saturdays and 9.00 a.m. and 6.00 p.m. on Sundays. In exceptional cases, these hours may be extended on application to the Finance Manager for consultation with the appropriate staff in school.

2.4 MAXIMUM CAPACITY

The school hall has a maximum capacity of 200 seated or 250 dancing (these figures include helpers and performers), and on no account shall these figures be exceeded. There is disabled access to the School hall via a ramp and disabled toilet and washroom facilities in the English block that links to the hall.

2.5 HIRE AGREEMENT (Appendix 1)

Once a hiring has been approved, a letter will be sent to the hirer, confirming the details of the letting, along with a copy of the terms and conditions and the hire agreement.

The hire agreement needs signing and returning to the school before the hiring can take place. It should be signed by a named individual and the agreement should be in their name, giving their permanent private address.

The hire agreement (with the terms and conditions of hire of the school premises attached thereto) will be signed in duplicate by the hirer and on behalf of the Governing Body.

The named individual applying to hire the premises will be invoiced termly for the sessions used.

All hiring fees will be paid into the school's bank account to offset the costs of services, staffing etc.

2.5.1 Termination of Hire Agreement

The Headteacher, or the Chairman of the governing body, has the immediate power to terminate any hire agreement relating to the hire of the school premises, in accordance with the terms and conditions of the model agreement attached.

2.6 COMPLAINTS

Any complaints arising from a hiring agreement will be dealt with using the school's complaints procedure, a copy of which is available from the School Office, or the hirer own complaints policy, depending on the nature of the complaint. It will be at the Headteacher's discretion which complaints procedure is followed.

3.0 TERMS AND CONDITIONS OF HIRE OF THE SCHOOL PREMISES

These terms and conditions must be complied with.

The “hirer” shall be the named individual on the hire agreement and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

3.1 STATUS OF THE HIRER

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 of creating any tenancy between the school and the hirer.

3.2 DISCLOSURE BARRING SERVICE (DBS) CHECKS

The school will seek to ensure the suitability of adults working with children on the school site at any time. The school will ensure that community users organising activities for children are aware and understand the need for compliance with the school’s child protection guidelines and procedures. It may be necessary for the hirer to undergo a criminal records check via the Disclosure Barring Service (DBS). If a particular letting involves contact with children and young people, it is the responsibility of the hirer, as advised by the Headteacher, to ensure that they have complied with the DBS Code of Practice and any relevant Buckinghamshire Safeguarding Children Board requirements to establish the requirement for DBS checks.

When there is a requirement for DBS checks to be undertaken, the Hirer must keep appropriate records in line with the DBS Code of Practice and report to the school any safeguarding concerns which may arise.

The Hirer will be required to provide evidence that DBS checks have been carried out on request.

In line with the “Keeping Children Safe In Education” Act 2016, where the premises is being let for activities involving under 18s, the checklist must be completed by the hirer, and The Misbourne shares it’s policies as necessary.

3.3 INDEMINITY AND INSURANCE

Lettings are made on the agreement that the County Council and Governing Body are indemnified by the hirer against any loss, damage, costs and expenses during the use of the school premises by the hirer except where such loss, damage costs and expenses are directly attributable to the negligence of the employees of the County Council or the governing body.

The hirer shall insure with a reputable insurance office approved by the County Council, against such funds as the hirer may become liable to pay as compensation, arising out of bodily injury or illness (fatal or otherwise) to any person and/or costs, fees, expenses, loss or damage caused to property or the premises by any act or neglect of himself, his servants, agents or any person resorting to the premises by reason of the use of the premises by the hirer.

Unless specifically agreed by the County Council, the insurance cover shall provide a limit of indemnity of not less than £5,000,000 (five million pounds) in respect of any one incident and to include liability for the premises including liability for fire and explosion risks arising from the hire of the premises.

The hirer shall produce the policy of insurance and receipts for the current premium or premiums upon request by the Headteacher, governing body within seven days of a request.

Neither the school nor the Local Authority shall be responsible for any injury to persons or damage to property arising out of the letting of the premises.

3.4 STATUTORY REQUIREMENTS

The hirer must not do or permit any act, matter or thing which would, or might, constitute an illegal or immoral activity affecting the school premises or which would, or might, vitiate in whole or in part any insurance effected in respect of the premises from time to time.

3.5 LICENSES AND PERMISSIONS

The hirer shall be responsible for obtaining any public licences necessary in connection with the booking and should confirm with the school the licences they hold.

Permission or licence must be obtained from the copyright owner, the owner of the sound recordings (if appropriate) and the publisher for any public performance of music, musicals, operas, or stage plays. The borrowing of music scores or plays from a local library does not constitute permission to perform.

Regulated entertainment, public music, singing and dancing can only take place on premises which have a Premise's Licence authorising entertainment, or by applying for a Temporary Event Notice

The Headteacher must be given at least four weeks notice of a stage play production. The Hirer must obtain a Temporary Event Notice from the local Licensing Authority. The requirement is for the notice to be received by the Licensing Authority and the Police a minimum of 10 **working** days before the planned event but not including the day of the delivery of the notice or the day of the event.

For more information on licensing please contact your District Council:

Aylesbury Vale - Tel: 01296 585 560, or email:
licensing@aylesburyvaledc.gov.uk

Wycombe – Tel: 01494 421222 or email: licensing@wycombe.gov.uk

Chiltern – Tel: on 01494 732140, no email specified.

It is the responsibility of any hirer to ensure that all copyright licences have been obtained to cover planned activities.

To identify the relevant licences, please visit:

http://www.npw.uk.com/wp-content/uploads/2015/06/Copyright_Licensing_In_Schools.pdf for a copy of their helpful leaflet: 'A Guide to Copyright Licensing in Schools-Where to start...'

Hirers are reminded that it is illegal to photocopy music or plays without the express permission in writing of the copyright holder except in certain circumstances. Any infringement of this is liable to prosecution.

The hirer 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.

3.6 PUBLIC SAFETY

All conditions attached to the granting of the licence, stage play or other licences and the school's health and safety policy shall be strictly observed. Nothing shall be done which will endanger the users of the building, or invalidate the policies of insurance relating to it and its contents. In particular:

- a) obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be available for free public access and exit at all times;
- b) the emergency lighting supply must be turned on during the whole time the premises are occupied, and must illuminate all exit signs and routes;
- c) fire-fighting apparatus shall be kept in its proper place and only used for its intended purpose;
- d) the Fire Brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Headteacher;
- e) the hirer is responsible for familiarising his/herself with the procedure for evacuation of the premises, the escape routes, assembly points, and shall be familiar with the fire-fighting equipment available;
- f) performances involving danger to the public shall not be permitted;

- g) highly flammable substances shall not be brought into, or used, in any part of the premises. No internal decorations of a combustible nature (e.g. polystyrene, cotton, hay, etc) shall be undertaken or erected without the consent of the governing body;
- h) no unauthorised heating appliances shall be used on the premises;
- i) all electrical equipment brought into the building shall be subject to regular PAT testing and certification provided in evidence. The intention to use any electrical equipment must be notified on the hire application form. The governing body and County Council disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment.
- j) adequate supervision must be provided to maintain order and good conduct, and, where applicable, the hirer must adhere to the correct adult/pupil ratios at all times when these are specified for particular activities, e.g. by national governing bodies of sports, scouts etc.

3.7 The Hirer's Responsibilities

The hirer must inform the school of any fault, damage or other problems with the premise or equipment encountered during the hiring.

No part of the premises are to be used otherwise than for the purpose of the premises requested.

No part of the premises requested are to be used for any unlawful purpose or in any unlawful way.

3.7.1 Own Risk

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.

3.7.2 First Aid Facilities

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

3.7.3 Furniture and Fittings

Furniture or fittings shall not be removed or interfered with in any way. Nor shall they be re-arranged except by prior agreement and will be subject to reinstatement at end of each session of use. 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.

Hall floors are used by children for physical education and no substance is to be applied to floors to prepare them for dancing or any other activity. No footwear liable to damage floors may be worn in school buildings. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the building.

3.7.4 Food and Drink

No food and drink may be prepared* (see note below) or consumed on the property without the direct permission of the Headteacher in line with current food hygiene regulations.

3.7.5 Kitchen/Food preparation*, Facilities and Equipment

Third parties shall only be permitted to share use of kitchens and/or equipment where a member of the school's staff is available to supervise such use and subject to reimbursement of the resultant staff costs.

A 'Slip Kitchen' - where only a kettle and washing up facilities are available, can be used by a hirer without supervision.

3.7.6 Intoxicating Liquor

No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the permission in writing of the Headteacher/governing body, whose written consent must also be obtained prior to seeking any Temporary Event Notice for the sale of alcoholic liquor from the local Licensing Authority. All evidence of intoxicating liquor must be removed from the premises at the end of the hiring.

3.7.7 Smoking

The whole of the school premises, which includes the grounds, is a non-smoking area, and smoking is not permitted.

3.7.8 Betting, Gaming and Lotteries

Nothing shall be done on, or in relation to, the premises in contravention of the law relating to betting, gaming and lotteries, and the persons or organisations responsible for functions held in the premises shall ensure that the requirements of the relevant legislation are strictly observed.

3.7.9 Nuisance/Disturbance

Hirers and organisers of events in the school premises are responsible for ensuring that the noise level of their functions does not interfere with the other

activities within the building nor to cause inconvenience for the occupiers of nearby houses or property.

The hirer must comply with the school's arrangements for disposal of any rubbish or waste materials.

Except in the case of trained guide-dogs for the blind and hearing dogs for the deaf, animals shall not be permitted on the school premises.

3.7.10 Rules

The hirer shall comply with any rules and regulations which the Governing Body shall make from time to time.

3.7.11 Charges and Cancellations

The hirer acknowledges that the charges are as set out in the hiring agreement including any review arrangements specified. The letting may be cancelled, provided that in each circumstance at least 28 day's notice when utilising inside facilities.

Dates during the year when the space will be unavailable due to school use or closure will be issued at the beginning of the school year in September. These dates may be subject to change, but prior notice will always be given if the premises become unavailable due to unforeseen circumstances.

When hiring the school field notification will be made by the school 24 hours before any hiring if the field is deemed unusable (i.e. water logged and not fit for the activity planned).

It is the hirer's responsibility to notify people appropriately of any changes in dates or venues at least a week in advance.

The Misbourne undertakes to ensure suitable arrangements are in place in regard to the safeguarding children and child protection. The school reserves the right to terminate the contract if you fail to have these arrangements in place.

The governing body and the Local Authority will not accept any responsibility for any loss, or other expenses however incurred by the hirer, in the event of a cancellation by the governing body of the letting as a result of circumstances beyond its control (including, without prejudice to the generality of the same, industrial action by its employees, or others, oil shortage, failure of electricity/gas supply). The decision of the governing body, or the Local Authority, as to whether a letting should be cancelled shall be binding on the hirer.

3.7.12 Sub-Letting

The hirer shall not sub-let the premises, underlet or share possession with any other parties.

3.7.13 Storage Ancillary to the Hiring

The permission of the governing body/Headteacher must be obtained before goods or equipment are left or stored on the premises, except that the Headteacher is authorised to grant permission for the overnight storage of goods and equipment brought to the school for a particular event.

3.7.14 Loss of Property

The governing body and the Local Authority cannot accept responsibility for damage to, or the loss or theft of, hirer's property and effects. It is the responsibility of the hirer to make his/her own insurance arrangements if required.

3.7.15 Car Parking

Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the School. **In particular the Hirer must ensure that access to the school by emergency vehicles is not obstructed or delayed.** Where parking accommodation is available, this must be used, and users of the school should avoid undue noise on arrival and departure.

3.7.16 Toilet Facilities

Access to the designated school's toilet facilities is included as part of the hire arrangements.

3.7.17 Right of Access

The governing body reserves the right of access to the premises during the hiring for emergency or monitoring purposes. (The headteacher or members of the governing body from the Organisation committee may monitor activities from time to time.)

3.7.18 Vacation of Premises

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

3.7.19 Complaints

Any complaints arising from a hiring agreement will be dealt with using the school's complaints procedure, a copy of which is available from the School

Office, or the hirer own complaints policy, depending on the nature of the complaint. It will be at the Headteacher's discretion which complaints' procedure is followed.

APPENDIX 1 – HIRE AGREEMENT



HIRE AGREEMENT

1. The Governing Body of **The Misbourne, Misbourne Drive, Great Missenden, Bucks, HP16 0BN**
2. The Hirer:
Telephone:
3. Areas of the School to be Used: [as more particularly identified on the plan annexed hereto]
4. Specific Nature of Use:
5. Maximum Attendance:
6. Details of any School Equipment to be Used:
7. Date(s) of Hire:
8. Period(s) of Hire: as above
9. Fee (*specify per hour or per session*):
Specify any review as appropriate £
Confirm if additional costs for caretaking/ cleaning are to be met £
10. Caretaker/ Security arrangements:
11. The Governing Body agree to hire the premises to the Hirer on the date(s) and for the period mentioned above, upon payment of the Fee
12. The Hirer accepts all the conditions of hire as set out in the attached Terms and Conditions document

13. The Hirer's attention is specifically drawn to the indemnities contained in the hire conditions, and the need to obtain suitable insurance cover for any loss, damage or injury

If you are hiring the facilities for activities involving under 18's, The Misbourne has a duty of care to ensure that children onsite are safeguarded under the "Keeping Children Safe in Education" Act 2016. Therefore, please answer the following questions:

We have a child protection policy *	Yes /No
We have a code of conduct for staff (including the abuse of trust under the Sex Offences Act for children over 16 but under 19)*	Yes /No
We (including any staff working with you) know the procedures we they think a child is being abused	Yes /No
We have a copy of the DfES booklet, "What to do if you're worried a child is being abused – Summary"	Yes /No
We have an approved procedure in the event of a child protection allegation being made against a member of staff?	Yes /No
<p>We have robust practices in place which meet the safer recruitment guidance set out by the Safer Recruitment Consortium including:</p> <ul style="list-style-type: none"> • We have obtained a DBS certificate on all staff or volunteers working with children (including transporting as part of the activity) • Staff or volunteers have not had a break of 3 months or more • Job interviews have been carried out for all staff and volunteers • A minimum of 2 satisfactory references have been received (from previous employers where possible) which address the individual's suitability to work • Individual identity and qualification checks have been satisfactorily completed 	Yes /No
We have made appropriate arrangements for first aid and other emergencies	Yes /No

*that is compatible with the school’s policy.

If you have answered “No” to any of the above questions we can supply our school policies which you are able to personalise to suit your requirements.

Signatures of hirer

..... (date)

..... (date)

For and on behalf of the School and Governing Body

TERMS AND CONDITIONS OF HIRE OF THE SCHOOL PREMISES

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3.7.12 Sub-Letting

The hirer shall not sub-let the premises, underlet or share possession with any other parties.

3.7.13 Storage Ancillary to the Hiring

The permission of the governing body/Headteacher must be obtained before goods or equipment are left or stored on the premises, except that the Headteacher is authorised to grant permission for the overnight storage of goods and equipment brought to the school for a particular event.

3.7.14 Loss of Property

The governing body and the Local Authority cannot accept responsibility for damage to, or the loss or theft of, hirer's property and effects. It is the responsibility of the hirer to make his/her own insurance arrangements if required.

3.7.15 Car Parking

Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the School. **In particular the Hirer must ensure that access to the school by emergency vehicles is not obstructed or delayed.** Where parking accommodation is available, this must be used, and users of the school should avoid undue noise on arrival and departure.

3.7.16 Toilet Facilities

Access to the designated school's toilet facilities is included as part of the hire arrangements.

3.7.17 Right of Access

The governing body reserves the right of access to the premises during the hiring for emergency or monitoring purposes. (The Headteacher or members of the governing body from the Organisation committee may monitor activities from time to time.)

3.7.18 Vacation of Premises

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

3.7.19 Complaints

Any complaints arising from a hiring agreement will be dealt with using the school's complaints procedure, a copy of which is available from the School Office, or the hirer own complaints policy, depending on the nature of the complaint. It will be at the Headteacher's discretion which complaints' procedure is followed.