



Bladon C of E Primary School

## Hiring of Premises Policy (P01)

Date: January 2018

Review Date: January 2021

Authorised by:

Approved by:

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(Tracey Fletcher, Head Teacher)

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(Ray Banks, Chairman of Governors)

Bladon C of E Primary School Hall is available for hire for after- school clubs and activities from 3pm - 5pm Monday to Friday, and for community purposes between the hours of 6pm - 10pm Monday to Friday and 9am - 6pm on Saturdays, subject to the following terms and conditions

### Booking Arrangements (1-4):

1. Bladon C of E Primary School premises are owned by Oxfordshire County Council and all applications for the use of the Hall must be made to the Head through the Office Manager on the attached form, and must be accompanied by the appropriate payments in advance of the date on which the premises are required. The Office Manager may be contacted by telephone: 01993 811192 or by email at: office.3146@bladon.oxon.sch.uk
2. No booking will be confirmed unless payment is made in full at the time of the application although in the case of certain regular bookings arrangements can be made for payment at agreed intervals. Payments are not returnable if the hire is approved by the School and is not then used, but may be credited towards subsequent lettings.
3. The use of the premises shall not be granted for any purpose that may appear questionable or undesirable or which interferes in any way with the operational activities of the School.
4. The School may refuse requests for use of the Hall during the last two weeks of the Christmas, Easter and Summer terms when it is likely to be in use for School productions. The School also reserves the right to cancel a booking on as much notice as is reasonably practical in the event of an unforeseeable circumstance. In such event the hirer's payment will be refunded in full.

### Extent of Premises Hired (5-8).

5. The hirer shall have the use of the Hall, and the School's toilet facilities but shall not enter the remainder of the School.
6. The Hall holds up to a maximum of 230 people and this number must **not** be exceeded in order to comply with Health & Safety requirements.
7. The hirer *may*, but **only** if prior permission has been granted, use the kitchen adjoining the Hall for the purposes of preparing soft drinks, tea and coffee, and for putting out previously prepared cold food. In this event the hirer must supply its own cutlery, cups and plates. No kitchen equipment may be used other than the sink and the electric water urn. It is imperative that the kitchen be left in the same condition in which it is found and any costs incurred in remedying any damage or inadequate cleaning will be deducted from the holding deposit. (See paragraph 15 below).
8. Parking, or use of the playground for the event itself, is at the sole discretion of the School and will be considered on an individual basis.

### Practical Arrangements (9-12)

9. The Hall must be opened and closed by the Caretaker or other person designated by the School. For the purposes of this contract the Caretaker shall not be deemed to be working for the County Council in the course of her ordinary employment, but instead pursuant to a separate contract of employment.
10. If the Hall is used after dark when the lights are on the hirer must ensure that all blinds are drawn in order to minimise the impact of light shining directly into adjoining residents' houses.

11. The times of hiring must be strictly adhered to and access to the premises for preparatory work or clearing up after the event must be allowed for in the overall hiring period. The premises **must** be vacated by 10pm at the very latest during weekdays and 6pm on Saturdays and allowance for this made in the timings of events. In the event of late vacation the School will retain the full holding deposit (see paragraph 15 below).

12. The School undertakes to hand over the premises in all good faith in a sound and safe condition to the hirer. Any deficiencies shall be reported to the hirer beforehand. After use, the hirer shall communicate any previously unreported deficiencies or hazards to the School.

### **Hirer's Responsibilities (13- 22):**

13. **Child Protection and Safeguarding.** Where the hirer intends to offer a service to children they must specifically undertake to ensure that all staff and volunteers providing or offering that service on behalf of the hirer work to the standards outlined through the publication and guidance 'Keeping Children Safe in Education (2015)' and are familiar with and agree to follow the expectations of both this guidance and the local area procedures produced through the Oxfordshire Safeguarding Children's Board.

14. Bladon Primary School has the right to request sight of the hirer's child protection/safeguarding policy and require the hirer to sign a declaration confirming that these policies and procedures will be followed in full.

15. It shall be the responsibility of the hirer to satisfy him/herself that the premises, furniture, fixtures and fittings are fit for his/her purpose. The hirer shall be responsible for assessing all risks entailed in the proposed activity on the premises.

16. The hirer must ensure that adequate supervision is available at all times and see that no unauthorised persons are permitted to enter the premises. All means of escape, security and fire precaution measures, instructions and notices must be adhered to during the hire. Attention should be drawn to the emergency evacuation notices posted.

17. The hirer shall take good care of, and shall not cause or allow any damage to be done to any part of the hired premises, to any fittings, equipment or other property in them and shall make good and pay for any such damage (including accidental damage) caused by any act or neglect of himself, his servants, agents or any person on the hired premises by reason of the use of the hired premises by them. A holding deposit of £100 shall be paid on confirmation of the booking and in the event of any such damage will be retained in full or part as required. The hirer shall remain liable for any excess costs.

18. The laying of any composition or other preparation on floors is prohibited.

19. No screws, nails, blue-tack, sellotape, drawing pins or similar shall be driven into/attached to the premises or furniture and no placards shall be fixed to any part of them. The hirer of the premises shall prevent anyone sitting or standing on the window sills, or standing on chairs, tables or equipment.

20. The hirer agrees to pay the additional fee (which requires a 10% surcharge on the hiring fee and which is included in the total charge) for public liability insurance arranged by Oxfordshire County Council, who undertake to effect policies of insurance providing the hirer with indemnity for all sums up to a maximum of £5,000,000 which the hirer becomes legally liable to pay as compensation arising out of accidental bodily injury and/or illnesses to members of the public or accidental loss or damage caused to property, not owned by the hirer, which arises out of the use of premises. There is an excess payable by the hirer for each claim. The policy does **not** cover equipment owned by the hirer which is used at their own risk.

21. Where public liability insurance cover has not been arranged by Oxfordshire County Council, the hirer confirms that insurance cover in respect of both the hirer's liability to the public and their liability to the Council under the terms of this hire has been arranged with a limit of £5,000,000. A copy of the Certificate of Insurance must be provided to the Head of the School before the hire takes place.

22. The piano, TV screen or drum kit must **not** be used, or moved, without the consent of the Head. Other furniture, fixtures and fittings shall not be disturbed unless by prior arrangement. The hirer will make good or reimburse the cost of any repairs or replacements necessitated by failure to adhere to this condition. Such costs will be retained from the holding deposit and the hirer will remain liable for any additional cost remaining.

23. Any electrical equipment brought into the School may only be used with an RCD circuit-breaker plug.

24. The hirer must leave the premises clean and tidy and in the condition in which it found them. The cost of any further cleaning required will be deducted from the holding deposit. All rubbish must be bagged and removed from the premises on vacation.

### **Licences (23-24):**

25. Alcohol may not normally be consumed on the premises or in the School grounds, but this restriction may be waived in special circumstances. Where agreement is given for the consumption of alcohol, the hirer must accept responsibility for compliance with the licensing laws and must produce the licence obtained to the Head of the School prior to the event. Failure to do so will entitle the Head to refuse use of the premises.

26. If the premises are to be used for dance, concert or stage performance, the hirer must obtain a necessary licence unless the School obtains a licence. The hirer must similarly produce the licence to the Head prior to the event, and failure to do so will entitle the Head to refuse use of the premises. The appropriate licences for both

entertainment and alcohol are obtained from West Oxfordshire District Council.

**General Conditions(25-29):**

**27.** Smoking on School premises is prohibited; there shall be no smoking either inside or outside the Hall, the School, on the footpaths or in the playground. Notices shall be displayed at all meetings and activities open to the public (including FOBS functions) specifically forbidding smoking on the premises.

**28.** No adverts or publicity material promoting smoking shall be displayed on County Council premises. Non observance of restriction may lead to termination of the hiring without further notice. Any sums paid by the hirer shall be forfeited in such case.

**29.** No dogs are allowed on or around the premises, i.e. within the Hall, the School, the footpaths or the playgrounds.

**30.** The hirer shall undertake not to infringe any copyright and shall undertake to indemnify the Council against all proceedings, actions, claims and demands which may be taken or made against the Council for any alleged infringement of any copyright.

**31.** The loss, damage or theft of property belonging to the hirer or those on the premises during the period of hire shall not be the responsibility of the School unless it can be shown that the School has been negligent in its responsibilities.