



Lonsdale School Lettings (Hiring of School Premises) Policy

Policy agreed by SLT: March 2021

Policy agreed by Governors (Resources) March 2021

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This document based upon the Hertfordshire CC Premises manual (revised October 2020) and should be read in conjunction with the Lonsdale Health & Safety Policy

Introduction

The Lonsdale Governing Board is committed to making every reasonable effort to ensure the school buildings and grounds (“the premises”) are available for community use. Where there is a conflict between a ‘hiring’ and a school event priority will always be given to school event.

Definition of a Hiring

A hiring may be defined as:

“Any use of the premises by either a community group or a commercial organisation, regardless of whether a hiring fee is charged.”

It must not interfere with the primary activity of Lonsdale School, which is to provide high quality education for all our pupils.

Charges for a Hiring

The Governors’ Resources Board sets and reviews annually the charges for the hiring of the school premises.

The Governors reserve the right to change the charges for use of the accommodation at any time prior to the hiring, including after the acceptance of the application form and 10% initial payment, after giving one month’s notice in writing of their intention to do so. Once the Governors have given notice of a proposed increase, the Hirer shall be entitled to terminate the hiring by notice in writing within one week of receiving the notice of the change, and any deposit paid shall be refunded.

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Section 1

1 Applying to hire facilities at Lonsdale School:

Hirers Aide-mémoire

- **Application:** Sign the Application to Hire form confirming your full compliance with the terms and conditions of hire. Return the form to the Lonsdale Facilities Manager
- **Insurance:** Provide evidence of your own Public Liability Cover as a condition of Hire. This should be for a minimum limit of indemnity of £5 million¹.
- **Staff:** Be aware that your staff managing the entrance/exit door may have to handle challenging situations.
- **Alcohol:** If alcoholic drinks are to be served at a function: Guidance can be found at <https://www.gov.uk/guidance/alcohol-at-charity-meetings-and-events>
 - The Hirer must inform the school of this at the time of booking the accommodation.
 - No person may be admitted after 10:00 pm.
 - Adequate supervision must be provided at both the main entrance and all other doors, including fire exits.
 - If alcoholic drinks are to be sold, it is the Hirer's responsibility to ensure that an appropriate licence is obtained and that there is compliance with its conditions.
 - The Hirer's attention is drawn to the legal prohibitions on supplying alcohol to persons under 18 years of age.
- **Public performance:** Guidance - <https://www.stevenage.gov.uk/business-and-licensing/licensing>
If the nature of the function for which the premises are used is the public performance of a play, music, dancing or any other activity for which a licence is required, it is the Hirer's responsibility to ensure that an appropriate licence is secured and that the Hirer complies with its conditions.
Forms of application for an Entertainment Licence may be obtained from Stevenage Borough Council allowing 28 days' prior notice²
- **Catering:** If you are using kitchen facilities, discuss your catering requirements with the Facilities Manager prior to the hiring.
- **Swimming Pool:** Hiring the swimming pool or other part of the premises for sporting or other physical activities entails the Hirer accepting the obligation of securing safe conditions and proper supervision by appropriately qualified persons.
When the pool is hired Lonsdale School will provide the hirer with the swimming pools Normal Operating Procedure (NOP), Emergency Action Procedures (EAP)³ and personalised Conditions of Hire and Application for Hire documentation, in order to determine the appropriate rescue arrangements for the session, competence requirements of instructors/lifeguards, maximum bather loads and safe working procedures⁴.
- **Smoking** is not permitted on any of the school premises. This includes all of the school grounds.

¹ If this is for a "one off" non-commercial hire the hirer may be covered by the school's public liability policy

² School will advise on the maximum capacity for the function following Hertfordshire CC guidance ("Fire Capacity Calculation")

³ Template to be found in Hertfordshire County Council's 'Safe Practice in School Swimming'

⁴ HSE guidance on 'Managing Health and Safety in Swimming Pools – HSG179' can be downloaded from <http://www.hse.gov.uk/pubns/books/hsg179.htm>

The Hirer's Responsibility

- The Hirer must inform the Facilities Manager, in writing, of any fault, damage or other problems with the premises or equipment encountered during the hiring.
- No part of the premises are to be used other than for the purpose requested.
- No part of the premises requested are to be used for any unlawful purpose or in any unlawful way.
- The premises used must be left exactly as found with litter put into bins and furniture returned to its original position. School reserves the right to pass on to the Hirer any costs incurred in making good, returning the premises to its pre-hiring state (e.g. moving furniture back to position), any damage, cleaning up and /or breakages caused during a letting.
- The Hirer must undertake their own risk assessments for Health & Safety purposes.

Equalities and Diversity

Lonsdale School is committed to ensuring Equality and Diversity. Confirming the booking means that you will agree to these terms and conditions and be responsible for ensuring that everyone using these premises at your event is aware of this responsibility. This includes all key protected equality strands.

Section 2

Lettings

2.0 Terms and Conditions

Hirers and their users should remember that the building is primarily intended for educational purposes. Premises should be treated with care and respect⁵.

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

2.1 Use of Facilities

- The Hirer must use only that area of the building hired and must observe any instructions given by the school concerning the area available.
- The Hirer will be responsible for the proper use of the school facilities (specialist equipment is not generally available e.g. projectors, TV and media equipment etc., unless special arrangements 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, or school equipment. The Hirer will be responsible for making good any damage to the premises and property. Any precautions required to ensure the users’ safety when using equipment are the responsibility of the Hirer. This includes, for example, the provision of information and training in the use of the equipment. In all cases, the Hirer must ensure that risks associated with the activity are controlled throughout the hire period and that the premises are returned to the control of the school in a clean and satisfactory condition.
- All mains powered electrical equipment brought onto the premises must be safe and evidence may be required that it has a valid test and inspection certificate (the certificate should be less than one year old for earthed equipment, or less than 4 years old for double insulated equipment). Lower voltage equipment must also be safe and in good condition.
- The Hirer must be advised that they cannot rely on the school’s risk assessments for any activities carried out during the letting and must complete their own risk assessments, a copy of which must be held by the school.
- Users should acquaint themselves with the Fire and Safety regulations⁶ and procedures relating to the area of the premises in use. They must also carry out their own fire drills and organise their own fire procedure. Fire exits must not be blocked.
- It is the responsibility of the Hirer to provide first aid equipment and trained personnel.
- The Hirer is required to take out Public Liability Insurance, and to let the school have a copy of the cover note OR policy in advance of the hiring, unless they are entitled to purchase cover through the school’s Hirers Liability Insurance policy⁷
- The Hirer is responsible for ensuring that good order is kept on the premises and within the immediate environs of the school, and that the premises are left in a clean and tidy condition. Any furniture or equipment moved by the Hirer should be returned to its original position at the end of each session.
- Smoking is not permitted on any of the school premises. This includes all of the school grounds.
- School reserves the right to levy an additional charge to cover:
 - any additional cleaning that may be required after an event
 - the cost of repair of damage to the school fabric or equipment
 - the cost of replacement of any items of school equipment if uneconomical to repair.

⁵ School premises cannot be hired for the purposes of an 18th or 21st Birthday party. All potential birthday parties will be scrutinised before a letting is agreed. Further detail see School’s Absolute Discretion point 2.7

⁶ A copy of the Lonsdale fire procedures is included with the Hirer’s lettings document

⁷ School Hirers public liability insurance (applies to schools that are insured via the County Council and have opted to take this cover).

2.2 Hire Agreement

Once a hiring has been approved, the hire agreement will be sent to the applicant confirming the details of the letting. The document's terms and conditions must be adhered to.

The hire agreement must be signed by both parties (the Hirer and the School) before the hiring can take place. It should be signed by a named individual ('the Hirer') and the agreement should be in their name, giving their permanent private address or in the case of a company that company's registered address.

The hire agreement will be signed in duplicate by the Hirer and the Facilities Manager on behalf of the Governing Board.

The named individual applying to hire the premises will be invoiced **in advance** for the cost of the letting.

All hiring fees will be payable to Lonsdale School.

If the Hirer has specific set-up requirements (e.g. setting up rows of chairs, room configuration, car parking assistance etc.), this should be discussed with the Facilities Manager in advance. A fee may be payable for such depending upon the extra time involved for site staff.

A 10% pre-hire charge is payable by the Hirer and would be deducted from the final invoice. Such monies may be retained by the School to cover any costs incurred in making good, returning the premises to its pre-hiring state (e.g. moving furniture back to position), any damage, cleaning up and /or breakages caused during a letting etc. If the deposit proves insufficient to cover such costs, the School retains the right to recover any excess from the Hirer.

2.3 Termination of Contract

- If the Governors are required by prior arrangement or by law to provide accommodation for any person or purpose, the right is reserved to cancel at any time any conflicting arrangement for the hiring of any or all of the accommodation or services, even if the hiring has previously been confirmed by the Governors.
- The Governors reserve the right to terminate any letting without notice where complaints are received as to the use of the premises by the Hirer.
- The letting shall automatically be terminated by any breach of the conditions contained herein.
- The Governors and County Council also reserve the right to terminate any letting at any time prior to, or during, the hiring where it is considered that the use of the premises is likely to occasion a risk of disorder or damage or injury to persons or property.
- In the event of any cancellation or termination of a hire by the school for the reasons above or for any other reason (e.g. failure in the heating arrangements), a proportionate part of the payment (or in the case of cancellation before the hire starts, the whole payment) representing the payment for the unexpired period of the letting shall be refunded to the Hirer. Any such refund shall be accepted in full satisfaction of any loss or damage caused by the cancellation and the Governors and County Council shall have no further liability in that respect.

2.4 Complaints

Any complaints arising from a hiring agreement will be dealt with using the school's complaints procedure, a copy of which is available on the school website www.lonsdale.herts.sch.uk

2.5 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 or of any background that could be deemed to cause reputational damage to the school

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.

2.6 Safeguarding

Safeguarding and promoting the welfare of children is **everyone's** responsibility. Everyone who meets children and their families and carers has a role to play in safeguarding children.

Schools are particularly important as they are trusted establishments, in a position to identify concerns early, provide help for children, and prevent concerns from escalating. All school staff have a responsibility to provide a safe environment for children. We include within this responsibility a need to understand the risks to young people on our site outside of core school times, including where premises are being hired to third parties.

DBS Checks⁸

If a particular letting involves contact with children and young people under 18, and is not a private event, it is the responsibility of the Hirer to ensure and be able to demonstrate that they have complied with the Disclosure and Barring Service (DBS) Code of Practice. The Hirer specifically undertakes to ensure that all staff and volunteers providing or offering a service on behalf of the Hirer are subject to a valid enhanced disclosure check undertaken through the DBS including a check against the adults' barred list or the children's barred list, as appropriate.

Lonsdale School specifically reserves the right to terminate this agreement with immediate effect if the Hirer does not have in force the appropriate arrangements for the safeguarding of children in their care.

2.7 School's Absolute Discretion

The school reserves the right to impose any additional requirements to any hirer that they consider appropriate in connection with the hiring. If for any reason the school is not satisfied, regarding this or any other requirements then they reserve the right to cancel any hiring and there shall be no liability to the Hirer other than to refund any hiring fee or deposit paid.

2.8 Statutory Requirements

The Hirer must not do anything or permit any action 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.

2.9 Health and Safety

The hirer is responsible for complying with relevant health and safety legislation including any specific regulations relating to their event/activity.

The school's risk assessment is on the school's website [Lonsdale School - Risk Assessment](#). Hirers are required to complete their own risk assessment and to send this to the school prior to the booking confirmation, and to comply with any further actions identified therein.

The Hirer will be responsible for supervising all those persons who are participating in the activity, and must have adequate emergency procedures in place (e.g. first aid facilities), and keep a list of attendees. Hirers should familiarise themselves with the Fire Exit location(s) and meeting point(s). If there are "special needs" room users, then prior to the commencement of room usage, they should ascertain a means of escape available to them in the event of a fire or emergency⁹.

In the event of an evacuation of the site, the assembly point is the front of school. All hirers will have been received a site induction and instructions on emergency procedures by the Lonsdale Facilities Manager. Hirers are responsible for ensuring their participants are aware of the assembly point and the need to maintain social distancing following an evacuation.

2.10 Own Risk

It is the Hirer's responsibility to ensure that all those attending are aware of the fact that they do so, in all respects, at their own risk.

⁸ See Appendix: DBS Letter of assurance

⁹ Fire Instruction Notices are located at each fire alarm point. Please note that the assembly point for Hirers may be different to that listed on notices around the building

2.11 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. The use of the school's resources is not appropriate.

2.12 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.

2.13 Nuisance/Disturbance

Hirers and organisers of events in or at 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 as determined by the school's Facilities Manager

2.14 Cancellations

By the Hirer

- Cancellations **should** be made in writing at least 24 hours before the proposed letting, otherwise the Hirer will still be liable for the standard charges. In the event of a cancellation being made at the appropriate time, the school will credit the Hirer for a free booking the following term, if applicable, or refund the fee if no further bookings are required.

By School

- If school finds it necessary to cancel a booking, as much notice as possible will be given, generally not less than 24 hours and, where possible, alternative accommodation will be offered. If this is not possible, a refund will be made. The School and the LA will accept no liability in respect of commitments incurred by the Hirer due to such cancellations.

2.15 Sub-Letting

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

2.16 Storage ancillary to the Hiring

No goods or equipment should be left, or stored on the premises, without express permission, in writing, from the School.¹⁰

Lonsdale School accepts no responsibility for items left on the premises and if deemed a fire risk will be disposed of in an appropriate manner..

2.17 Loss of Property

The Governing Board 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.

2.18 Car Parking

The Hirer is responsible for providing sufficient adults to supervise the parking and traffic movement of vehicles on site. Cars should not be parked in a manner that causes an obstruction at the entrance to, or exits from, Lonsdale School.

In particular, the Hirer must ensure that access to the school building or grounds by emergency vehicles is not obstructed nor delayed.

Users of the school should avoid undue noise on arrival and departure.

¹⁰ It is important to note that there may be an additional charge for storing a significant amount of equipment.

2.19 Toilet Facilities

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

2.20 Right of Access

The Governing Board reserves the right of access to the premises during the hiring. The Facilities Manager or School Governors may monitor activities from time to time.

2.21 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.

Letter of Assurance

Name of employer	
Name of employee	
Role of employee	

DBS	
DBS Certificate Number	
Date of DBS Certificate	
Level of DBS (please tick)	<ul style="list-style-type: none"> • Basic • Standard • Enhanced
Authority i.e. Hertfordshire County Council	
DBS Barred List (please tick)	<ul style="list-style-type: none"> • Children • Adults
Photographic ID provided	

- I confirm that this organisation complies fully with the DBS Code of Practice: www.dbs.gov.uk
- I confirm that all appropriate vetting procedures (including appropriate ID checks, confirmation of address and proof of right to work in the United Kingdom) have been carried out and that the above named employee has a DBS Enhanced Certificate (including a Barred List Check) if required, a Certificate of Good Conduct if required (where an employee has lived abroad in the previous 5 years) and qualifications required for the role.
- I agree to advise the School (as appropriate) of any concerns we may have about the above named employee and any information on any of the above vetting checks
- I confirm that the above named employee will adhere to the School's / Council's safeguarding policies

I declare that the above DBS Certificates /Prohibition Order/Childcare (Disqualification) Regulations 2009 Checks /Qualifications – as appropriate – have been obtained and that any information about the above individual has been shared and discussed with the School. I shall contact the School immediately if there is any information on any future relevant DBS Certificates /Prohibition Order Checks/Childcare Disqualifications Checks (as appropriate) received in respect of the above employee.

The School reserves the right to terminate the existing contract/arrangements if the above organisation has not completed any relevant vetting checks as detailed above. Please note that it is your responsibility to update the school with any personnel changes to the information provided here.

Signed _____

Position in Company _____

Name (please print) _____

Date _____