



# Hiring of Premises Policy

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|--|-------------------------|
| <b>Policy holder:</b>                    | <i>Business Manager</i> |
| <b>To be reviewed by policy holder:</b>  | <i>Every 3 years</i>    |
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## 1 Introduction

The Governing Body 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 events.

### 1.1 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 the school, which is to provide a high standard of education for all its pupils.

### 1.2 Charges for a Hiring

The Governing Body is responsible for setting the charges for the hiring of the school premises. These are reviewed on an annual basis by the Governors’ Business & Enterprise Committee. Penair School’s current hiring fees can be found in appendix 4.

## 2 Applying to use the school

Enquiries to use the school premises should initially be made with the Lettings Officer who will discuss such with the school’s Business Manager to whom the Head has delegated responsibility for the management of lettings, in accordance with the school’s policy.

If the Head has any concern about the appropriateness of a particular request for a letting, he will consult with the Chairman of the Business & Enterprise 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. The name of the school should not be associated with any booking without the written approval of the Business Manager.

## 3 Hire agreement

Once a hiring has been approved, this document, The Hiring of Premises Policy will be sent to the applicant confirming the details of the letting. The terms and conditions of the policy 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 Business Manager on behalf of the Governing Body.

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 the 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 Lettings Officer in advance. A fee may be payable for such depending upon the extra time involved for caretaking staff etc.

A deposit payable by the Hirer may be required by the School in relation to obligations under Clause 2.8. In the event of breach of such obligations by the Hirer, the deposit becomes non-refundable and 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.

## **4 Termination of contract**

The Head, 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 agreement attached.

## **5 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.

## **6 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 and/or their organisation will be responsible for payment of all fees or other sums due in respect of the letting.

### **6.1 Status of 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 (see 1.2).

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.

## 6.2 Safeguarding, Child Protection , Risk Assessment and Checks

Safeguarding and promoting the welfare of children is **everyone's** responsibility. Everyone who comes into contact with 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.

## 6.3 DBS Checks

If a particular letting involves contact with children and young people under 18, it is the responsibility of the Hirer to ensure and be able to fully demonstrate that they have complied with the Disclosure and Barring Service (DBS) Code of Practice .The Hirer specifically undertakes to ensure that all of its 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.

A copy of the DBS registration for the event organiser will be requested for lettings involving children under the age of 18 - see Appendix 3.

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

The Hirer must be able to provide evidence that DBS checks and other safeguarding requirements detailed in Appendix 3 have been carried out for all relevant adults on request.

Penair School specifically reserves the right to terminate this agreement with immediate effect if the Hirer does not have in force the appropriate arrangements with regards to the safeguarding of children in their care. The Hire Agreement includes an Annual Safeguarding Declaration, Appendix 2, which must be signed by the Hirer.

Hirers must have and must provide evidence of first aid training, public liability insurance and any other insurance that Penair School reasonably considers necessary.

### 6.3.1 Update service

For information only: We recommend organisations discuss with their employees and volunteers at the time they carry out the DBS check whether they would be willing to register with the update service (for volunteers this is free and for employees this costs the individual £15 per year (August

2018 prices)). This will enable the organisation to carry out checks for free and get an instant update on certificate status.

### **6.3.2 *Hirers that are Individuals***

Individuals that have not subscribed to the update service to allow the school to check their DBS status will need to provide a DBS certificate that has been carried out within the last 12 months.

Some individuals may be affiliated with a sporting body or other association through which they will be able to apply for the DBS checks. Please note that the school can only accept current DBS checks from individuals made through a sporting body or other such association affiliated to the hire which were issued within the calendar year.

Where there is more than 3 months since the individual attended the school site an updated check will be required. It is strongly recommended that such individuals subscribe to the Update Service to ensure their DBS check can be confirmed to remain valid by the school, where a 3 month gap in attending the school site occurs.

## **6.4 Risk Assessment**

Where a third party hires the school premises outside of school hours, the responsibility for ensuring safeguarding measures are in place rests with the third party. However we also require that those who intend to offer activities taking place under the hire agreement to be subject to an initial Penair School Safeguarding Risk Assessment. **The risk assessment** determines the level of checks that each hirer is required to complete before a hire can be confirmed.

### **6.4.1 *Hires taking place during the school day***

Where a let takes place during the school day (for example a lunchtime club for pupils) all Hirers will be subject to our visitor procedure and MUST sign in and out at reception where they will receive a lanyard that must be displayed at all times.

We must confirm whether the school holds a valid DBS check for the individuals.

- If the school holds details of your valid DBS, that individual will be issued with a lanyard, confirming that they can be on site unsupervised.
- If the school does not hold details of your valid DBS they will be issued with a lanyard confirming that they can be on site but should be supervised at all times. Hirer's will be required to confirm this understanding.

### **6.4.2 *Hires outside the school day that do not involve under 18's***

If the hire does not involve the teaching, training, instructing, caring or supervision of under 18's no checks are required.

#### ***6.4.3 Hires outside the school day that do involve under 18's / vulnerable people where there are no more than 4 separate days hire in a period of 30 days***

Hirers will need to sign an annual declaration (appendix 2) and Appendix 3, confirming that they have:

- Received copy of Keeping Children Safe in Education 2018 Part 1,Part 5 and Annex A
- Read and understood the contents of this documents

#### ***6.4.4 Hires outside the school day that do involve under 18's / vulnerable people where there are 4 or more separate days hire in a period of 30 days***

This type of hire is 'Regulated Activity'. In addition to signing the declaration in Appendix 2 Hirers will be subject to the additional safeguarding checks outlined in Appendix 3

Hirers must also ensure that they have complied with all relevant [Cornwall & Isles of Scilly Safeguarding Children Board](#) requirements.

### **6.5 Penair School Clubs**

Some hirers offer regulated activity exclusively to Penair School students in the form of student clubs. In addition to the checks outlined in Appendix 3 these hirers will also need to produce annually to the Headteacher's PA the following documents before commencing any extracurricular clubs:-

- Child Protection Level 1 Certificate (including PREVENT training) date within the last 3 year (any new certificate can be provided through the school for a charge (price at August 2018 - £25). This training will be logged on our Child Protection Training Register
- Annual Risk Assessment regarding Activities carried out

In addition to the checks outlined in Appendix 3, Hirers running Penair School clubs are advised that the individuals for which we receive evidence of DBS checks (via Letters of Assurance, New DBS Check or DBS check via the update service) will be recorded on the School's Single Central Record. These hirers must therefore also provide the school with a form of photographic ID for those individuals together with evidence of the above checks.

## **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 of the above 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.



## **8 Requirements for Hirers undertaking ‘Regulated Activity’**

### **8.1 Hirers that are Organisations:**

#### ***8.1.1 Letters of Assurance***

Hirers who intend to send employees / volunteers to Penair School in order to carry out regulated activity with young persons and/or Penair School students on their behalf should ensure that those persons likely to have contact with children have been subject to a Child’s Workforce Enhanced DBS check. All such hirers must complete, for each employee, the attached Letter of Assurance (Appendix 3) confirming that this has occurred and is clear and return this to the School before any hiring arrangement can commence.

Where an employee for which you have provided a Letter of Assurance has a period of 3 months or more break in service with you, you agree to carry out a new DBS check and provide a revised Letter of Assurance for that employee prior to them attending DCGS site.

If a Hirer has any persons over 16 years of age assisting on their programme and they do not have a valid DBS check, the main provider of the activity will have absolute responsibility to ensure that those persons are not left unattended for any reason for the duration of their time on the school premises. If any hirer has such person’s attached to their hire then please complete Appendix 3 and return to the School at the time of application.

When an individual has content and/or does not have a clear DBS check in place, this must be discussed with the school immediately so that a further risk assessment can take place. The school reserves the right not to admit that individual onto its premises.

### **8.2 All Hirers**

#### ***8.2.1 Annual Safeguarding Declaration***

All hirers who offer regulated activities in school must complete an Annual Safeguarding Declaration Form (Appendix 2) stating that they have read and will abide to the schools safeguarding policies, Keeping Children Safe in Education 2018 Part 1,Part 5 and Annex A and understand their responsibilities in that regard

## **9 Indemnity and Insurance**

Lettings are made on the agreement that the Governing Body is 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 school/Governing Body.

The Hirer shall insure with a reputable insurance office approved by the Governing Body, 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 Governing Body, 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 Lettings Officer or Governing Body within seven days of a request. No booking will be confirmed until proof of insurance cover has been provided.

The school shall not be responsible for any injury to persons or damage to property arising out of the letting of the premises.

## 10 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.

## 11 Licences 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 Premises Licence authorising entertainment, or by applying for a Temporary Event Notice

The Lettings Officer 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 Cornwall Council on 0300 1234 212

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

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 Governing Body against all sums of money which the school may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

## 12 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. A copy of the policy is available from the school website. 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 Business Manager.
- e) the Hirer is responsible for familiarising him/herself with the procedure for evacuation of the premises, escape routes, assembly points and shall be familiar with the fire-fighting equipment available (see 2.7.1).
- f) the Hirer is responsible for communicating the information in 2.7.1 to anyone attending the event or activity;
- g) performances involving danger to the public shall not be permitted;
- h) 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.
- i) no latex materials, including balloons, may be brought onto the premises
- j) no unauthorised heating appliances shall be used on the premises;
- k) all electrical equipment brought onto the premises 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 disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment.

- l) adequate supervision must be provided to maintain order and good conduct, and, where applicable, the Hirer must adhere to the correct adult/minor ratios at all times when these are specified for particular activities, e.g. by national governing bodies of sports, scouts etc.

## 13 Emergency Evacuation Procedure

**It is recommended that the Hirer familiarise themselves with the following, sharing with all under their control as Hirer:**

- Anyone discovering a fire should immediately sound the nearest fire alarm. In the case of a child they should then inform the nearest adult.
- The alarm signal is a continuous siren or bell. The function of the alarm is to warn every person in the building that a state of emergency has arisen and that the drill procedure should be put into operation at once.
- Whenever the fire alarm sounds in school, please do not assume that this is a drill and does not affect you, please exit the school in a safe, orderly and efficient manner and congregate at the assembly point.
- The evacuation should be carried out quietly in order that any instructions given can be heard.
- To avoid fire spreading, if possible, windows as well as doors should be closed. However the closing of windows and doors should not unduly delay the evacuation of the building or present a health or safety risk. Adults must assess the situation and use their discretion.
- On reaching a staircase people should descend in single file using one side of the staircase only

### **Assembly Point**

This is the **tennis courts**. Once at the assembly point the caretaker will come to you as soon as possible and let you know when it is safe to return or what action needs to be taken.

### **Roll Call**

The Hirer/club organiser or another designated person must take the responsibility of Fire Warden. Once at the place of assembly a roll call or count must be taken and it is the responsibility of the Warden to have an up to date list of all attendees. Should anybody be missing the Fire Brigade/Caretaker on duty must be informed immediately.

If danger to life is present the Fire Brigade will search for missing persons. Nobody will be allowed to re-enter a building. In the case of a drill permission to re-enter the building is given by the Caretaker on duty.

### **Notices**

Fire Instruction Notices are located at each fire alarm point.

Where people with hearing difficulties are present on the premises it will be necessary to make provision for alerting them in the event of fire.

## **Attacking the Fire**

Circumstances will dictate as to whether fire-fighting operations should be attempted; the important thing is that **FIREFIGHTING MUST ALWAYS BE SECONDARY TO LIFE SAFETY.**

## **14 The Hirer's responsibility**

The Hirer must inform the school's Lettings Officer 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.

The 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.

### **14.1 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.

### **14.2 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 permitted.

### **14.3 Furniture and Fittings**

Furniture or fittings shall not be removed or interfered with in any way. Nor shall they be rearranged except by prior agreement and will be subject to reinstatement at end of each session of use. (If available, the caretakers may be able to help, but this is still the Hirer's responsibility). 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. The school reserves the right to pass on to the Hirer any costs incurred in making good damage caused during a letting. 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.

#### **14.4 Food and Drink**

No food and drink may be prepared\* (see note below) or consumed on the property without the direct permission of the Business Manager in line with current food hygiene regulations. Where food is served the Hirer will be asked to provide food preparation certificates for the relevant personnel.

No nuts or food containing nut products should be brought onto the school premises.

#### **14.5 Kitchen/Food preparation\*, Facilities and Equipment**

Third parties shall only be permitted to share use of the school's kitchens and/or equipment where they can demonstrate that the personnel involved have appropriate qualifications. The kitchen must be left in the same condition as found with special attention paid to cleanliness and hygiene.

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

#### **14.6 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 Business Manager, whose written consent must also be obtained prior to seeking any Temporary Event Notice from the Local Authority for the sale of alcoholic liquor. All evidence of intoxicating liquor including, inter alia, crates and bottles, must be removed from the premises at the end of the hiring.

#### **14.7 Smoking**

Smoking is not permitted on any of the school premises. This includes all of the school grounds.

#### **14.8 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.

#### **14.9 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.

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

### **14.10 Rules**

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

### **14.11 Charges and Cancellations**

Charges are always specified in writing to the Hirer including any review arrangements..

The Governing Body may cancel without notice any letting for which payment has not been received. This may be a single event or, for multiple lettings, the first in the series for which payment has not been received.

The letting may be cancelled by the Hirer, provided that in each circumstance at least two months notice is given. Cancellations made less than two months before the event date will be charged in full.

For bookings made on a regular basis, i.e. at least ten bookings per term, the following notice period will be required for 'one off' cancellations: Over 72 hours, no cancellation charge, 48 – 72 hours, 50% charge and less than 48 hours, 100% charge.

The Governing Body may cancel a letting giving 28 days notice. In such circumstances any deposit or other payment received for the cancelled event will be refunded. In exceptional circumstances where the requirements of a school activity necessitates the cancellation of an event with less than 28 days notice the Governing Body may at its sole discretion offer an alternative date to hire or issue a full refund.

The Governing Body 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 inclement weather, failure of electricity/gas supply, health and safety issues relating to factors beyond the control of the Governing Body). The decision of the Governing Body as to whether a letting should be cancelled shall be binding on the Hirer. Notification of any cancellation shall be in writing and may be by email, fax or recorded delivery letter.

Where the premises are not left in their original condition the Hirer will be responsible for paying any costs associated with full re-instatement.

## 14.12 Sub-Letting

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

## 14.13 Storage Ancillary to the Hiring

No goods or equipment should be left or stored on the premises without express permission from the School in writing. The school accepts no responsibility for items left on the premises.

## 14.14 Loss of Property

The Governing Body 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.

## 14.15 Car Parking

The Hirer is responsible for providing sufficient adults to supervise the parking and traffic movement of vehicles on site. 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.** Users of the school should avoid undue noise on arrival and departure.

## 14.16 Toilet Facilities

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

## 14.17 Right of Access

The Governing Body reserves the right of access to the premises during the hiring. (The Business Manager or members of the Governing Body from the Business & Enterprise may monitor activities from time to time).

## 14.18 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.

## 14.19 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 website.



## Appendix 1 - Booking form

### PENAIR SCHOOL LETTING FORM

This form should be sent to reach the school at least fourteen days before the premises are required. **Application (to be completed by the Applicant)**

I hereby apply for the use of the following accommodation (please tick):

|                  |  |                   |  |                |  |                        |  |
|------------------|--|-------------------|--|----------------|--|------------------------|--|
| Main Hall        |  | Classroom         |  | Grass Pitch    |  | Video                  |  |
| Sports Hall      |  | Lecture Theatre   |  | Playing Field  |  | Television             |  |
| Gymnasium        |  | All Weather Pitch |  | Cricket Nets   |  | Multi-Media Projector  |  |
| Drama/ Main Hall |  | Library           |  | Netball Courts |  | Computer/PC Facilities |  |
| Health Centre    |  | Dining Room       |  |                |  |                        |  |

Please state precisely the activity to be undertaken:

- Will there be music and dancing? YES/NO
- Will alcohol be consumed? YES/NO

#### **Insurance**

The Hirer confirms that adequate and appropriate insurance cover is in place for the activity to be carried out (see Terms and Conditions 2.4 for further details) and has attached a copy to this document

The Hirer agrees to all hire charges as outlined by the School in appendix 4 and to comply with the Terms and Conditions of Hire of the School Premises as per the School's Hiring of Premises Policy

#### **In the Case of a Recurring Let**

| DAY | DATE | START | FINISH | TOTAL HOURS | PRICE | ROOM |
|-----|------|-------|--------|-------------|-------|------|
|     |      |       |        |             |       |      |
|     |      |       |        |             |       |      |
|     |      |       |        |             |       |      |
|     |      |       |        |             |       |      |
|     |      |       |        |             |       |      |

I hereby make application for the use of the accommodation and facilities stated above and, upon such application being granted, I undertake to pay, in advance, the letting fee and other charges in respect thereof.

**THE LETTING FEE WILL BE:**.....

I understand that the society or organisation named below and its members will be liable for any damage that they may cause to the premises and for any injury that they may cause to themselves or others.

Child protection – Safeguarding Children in Education

Please note that Penair School requires **written** assurances from all organisations/persons using its facilities that they have appropriate policies and procedures in place in regard to safeguarding children and child protection. **Please attach copies of your procedures for volunteer recruitment, CRB checks, etc.**

I therefore confirm our organisation's/my adherence to our sport's national governing body Child Protection Policy/the good practice guidelines contained within the Cornwall Council document "Working Together Sharing Good Practice" delete as appropriate (copy available from the school on request)

I confirm that I have read and understood the enclosed Terms & Conditions and User Information sheet, and will ensure that all people attending the letting are aware of and abide by the conditions and arrangements contained therein.

**I declare that I am aged 18 years or over.**

**N.B. Please note that the School Governors have declared the School premises (including grounds) to be a no smoking area.**

Signature of Applicant: .....

Full name of Hirer: .....

Address: .....

.....

..... PostCode:.....

Telephone Number: .....

Email: .....

Name Society or Organisation:.....

The School agrees the hire based upon the above information provided by the Hirer and in accordance with the Terms and Conditions of hire of the School Premises as per the School's Hiring of Premises Policy

Signed.....(on behalf of the School) Date.....

## Appendix 2 – Annual Declaration Form



### ANNUAL DECLARATION FORM

At Penair School we strongly promote the need for vigilant awareness of safeguarding issues. It is important that all staff have appropriate training and induction so that they understand their roles and responsibilities and are confident about carrying them out. Staff, pupils, parents and governors should feel secure that they could raise any issues or concerns about the safety or welfare of children and know that they will be listened to and taken seriously. This will be achieved by maintaining an ethos of safeguarding and promoting the welfare of children and young people and protecting staff and hirers. This is supported by clear behaviour, anti-bullying and child protection policies, appropriate induction and training, briefing and discussion of relevant issues and relevant learning in line with current legislation and guidelines.

In line with this ethos, the school may require hirers who have regular (4 or more days hire in a 30 day period) unsupervised access to young people to be checked through arrangements with the Disclosure and Barring Service. We will advise you separately if this applies to your booking.

All hirers who hire the premises and are involved in the supervision or training of under 18's / vulnerable people whilst using the school site are required to read the school's Child Protection Policy and Child Protection Procedures on an annual basis. Any hirers who regularly work at Penair School are also required to read Keeping Children Safe in Education 2018. Links to these policies and documents are below. Please can you click and read each policy.

Once you have done this please sign and return the safeguarding declaration form to the Lettings Officer – Luke Withecombe : [finance@penair.cornwall.sch.uk](mailto:finance@penair.cornwall.sch.uk)

|   |  |
|---|--|
| Name of Hirer   |  |
| Organisation  |  |
| Description of Activity you will be doing on site                                 |  |
| Does this Activity involve the supervision of young people (under the age of 18?) |  |
| Date  |  |

I confirm that I have received, read and understood the following:

- Keeping Children Safe in Education 2019 Part 1, Annex A [linked here](#), Part 5 [linked here](#)
- DFES booklet 'What to do if you are worried a child is being abused' [Linked here](#)

I understand my responsibilities and confirm I will follow the Child Protection Procedures should I have any concerns about a child.

Signature: .....Print name.....

Date: .....

## Appendix 3 – Letter of Assurance

**PLEASE PROVIDE THIS LETTER ON YOUR ORGANISATIONS HEADED PAPER**

Dear Sir/Madam,

### **Safeguarding and Safer Recruitment: Letter of Assurance**

In accordance with the requirements of the DfE guidance *Keeping Children Safe in Education* and the *Childcare Disqualification Requirements – Disqualification under the Childcare Act 2006*, I can confirm that [organisation name] has undertaken all the necessary safeguarding, safer recruitment and vetting and barring checks for all [organisation name] employees who visit [name of school]. This includes Enhanced DBS Disclosures for eligible roles undertaking Regulated Activity.

*Safeguarding Training and awareness – please input details here as appropriate for your organisation*

I can also confirm that [organisation name] has read and will comply with the 'Code of Conduct'.

Yours sincerely

*[Name and position of person responsible for and authorised to provide this information]*

*Organisation Name*

## Appendix 4 – Price list

### Lettings Price list

|                 | p/hour | p/half day or session | p/full day |
|-----------------|--------|-----------------------|------------|
| Main Hall       | £22    | £44                   | £88        |
| Dining Hall     | £22    | £44                   | £88        |
| Lecture Theatre | £22    | £44                   | £88        |
| Bwyva Centre    | £22    | £44                   | £88        |
| Library         | £22    | £44                   | £88        |

| Astroturf      | p/hour | p/half day or session | p/full day |
|----------------|--------|-----------------------|------------|
| Full pitch     | £40    | £80                   | £160       |
| Half pitch     | £30    | £60                   | £120       |
| Grass pitch    | £20    | £40                   | £80        |
| Flood lighting | £10    | £10                   | £10        |
| Sports Hall    | £25    | £50                   | £100       |
| Gymnasium      | £22    | £44                   | £88        |