

# **HIRE OF PREMISES POLICY**

**October 2024**

# GRESHAM PRIMARY SCHOOL

Headteacher: Ms Karen Steele

## POLICY FOR HIRE OF PREMISES

### SCALE OF CHARGES

The current scale of charges is shown below. The charges for accommodation include the provision of normal lighting, cleaning and the use of such seating as may be already in the rooms.

### HIRE OF SCHOOL PREMISES – CHARGES with effect from 1<sup>st</sup> September 2024

	Per hour charge – minimum hire of 2 hours  Monday – Saturday	Per hour charge – minimum hire of 2 hours  Sunday	All day charge – up to 6 hours  Monday - Friday	All day charge – up to 6 hours  Saturday & Sunday	Per pupil charge per week or per session.
Hall with use of toilets	£45	£55	£160	£175	N/A
Field and playground area with use of toilets	£45	£55	£160	£175	N/A
Extra curricula clubs run by external providers (during or after school)	N/A	N/A	N/A	N/A	£1.75

Hire is per full hour or 6 hour day, or part thereof, except by prior agreement with the Headteacher.

Hirers are advised that HEATING will only be provided on payment of the pre-arranged hire charge to include provision of heating.

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## CONDITION AND REGULATIONS FOR HIRING PREMISES

1. Enquiries for premises shall be made to the Headteacher and applicants are advised to make arrangements to view the school to ascertain the suitability of the premises for the purpose of hire.
2. The hirers must make agreed payments to the school in advance and within agreed timescales or entry to the school will be refused.
3. The hirers must communicate with the school and parents/carers when sessions need to be cancelled.
4. The hirers must fulfil the club session agreement in full or make refunds and /or offer extra sessions to parents/carers.
5. There is a cancellation notice period of 4 weeks from the hirer to the school. Any agreement in place must be honoured within this time period.
6. All applications for hiring must be made on the form supplied. No use of the premises by the hirer shall commence until permission authorising use has been issued. Permission to use the premises is personal to the hirer who may not, therefore, assign it or sub-let the use of premises.
7. A hiring shall be for a minimum of two hours although additional hours may be permitted on payment.
8. The school reserves the right to limit the number of people admitted to the premises depending on the type and size of accommodation hired.
9. Hirers should state the number of chairs required (may be subject to availability of suitable size furniture).
10. If the use of a piano is required, this fact must be stated on the application form and will be at the discretion of the school. Pianos are not to be moved.
11. Special subject, teachers' rooms, staff rooms and offices are not available for hire.
12. The school may cancel the hiring as respects any period of hire in the event of the premises being required for educational or maintenance purposes.
13. The premises will not normally be available for hire on Bank Holidays.
14. All hiring is subject to the hirer or the authorised representative occupying and vacating the premises at the stated times. In the event of the hirer not arriving within half an hour of the commencing time, the school will be secured and the letting considered to be cancelled. In this event, no money will be refunded. In the case of youth organisations, a responsible adult must be in charge for the period of the hire. If the hiring finishes earlier than the time stated, a responsible person must remain on the premises until the Caretaker arrives to lock the school. It will be necessary for the hirer to sign the Caretaker's letting sheet to confirm that the hiring has been completed within the terms of the agreement.

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15. No smoking or gambling will be permitted.
16. Nails, tacks, screws, etc. shall not be driven into any part of the walls, floors, ceilings or fittings and no preparation shall be used on the floor. No alteration or addition to the electrical installation shall be made and no equipment or apparatus is to be connected to it.
17. No desks or fixed furniture in any room shall be disturbed or moved nor shall any furniture or apparatus be introduced without written permission of the school.
18. No furniture, instruments or equipment belonging to the hirer may be left or stored on the premises.
19. Notices must not be exhibited on any part of the premises.
20. Use of the premises will not be granted for the following activities and any hiring is subject to the condition that the premises will not be used for such activities:
  - (a) On Sundays, any use except for religious purposes or such other specially approved activities. NB the use of playing fields may be permitted in certain circumstances.
  - (b) For political purposes or the teaching of party politics.
  - (c) Showing of films for public exhibition.
  - (d) The supply, or offering to supply, any items of an offensive or indecent nature, or any firearms, ammunition, or replicas of such items.
  - (e) For a firework display, unless the person responsible is in possession of the Council's "Guide to Organising a Safe Firework Display". (Copies available from Environmental Health and Trading Standards Department, Bernard Weatherill House.)
21. The hirer shall obtain Public Liability Insurance cover for the planned event with a minimum of £1,000,000 (for a non-hazardous occupation) indemnity. The school cannot accept liability for any claim which may arise if the hirer fails to provide proof of cover.
22. The hirers shall undertake to see that the premises are used in an orderly way and for the purposes only for which they are expressly hired. They shall reimburse the school the cost of making good any damage to school property arising from the hiring, however caused.
23. In addition to the specified scale of charges, the school may, particularly in the case of kitchen hire, require a deposit to be paid to secure the reparation of any damage which may be occasioned. Such deposits shall be returned to the hirer following the letting less any amount the school may deduct for repairing damage caused.
24. The school does not undertake any responsibility for the loss or damage to any goods or effects belonging to the hirer and/or members of the organisation, associations or clubs, or to any person present, whether by fire or other reason, nor for any injury to any person or persons attending the premises from whatever cause, (except in the case of such injury, the negligence of the school) neither will the school accept any responsibility for any breakdown, leakage, fire or accident rendering necessary any closure of the premises nor any interruption of the hiring or any repairs or renewals consequent on any such breakdown, leakage, fire or accident.
25. The person or persons hiring the premises for the purpose of an entertainment for children or any entertainment to which children will be admitted, shall accept full responsibility for the

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arrangements made, under the provisions of Section 12 of the Children and Young Persons Act 1933 or any statutory re-enactment thereof. Section 12 states:

“Where there is provided in any building an entertainment for children, or an entertainment for children at which the majority of the persons attending are children, then, if the number of children exceeds one hundred, it shall be the duty of the person providing the entertainment to station and keep stationed wherever necessary a sufficient number of adult attendants, properly instructed as to their duties, to prevent more children or other persons being admitted to the building, or any part thereof, than the building or part can properly accommodate, and to control the movement of the children and other persons admitted while entering and leaving the building or any part thereof, and to take all reasonable precautions for the safety of the children.”

26. The premises are not licensed for public entertainment and the collection of money for admission cannot be permitted. The entertainments that are permitted in the premises under the terms of the hiring cannot therefore be advertised to the general public. All safety precautions must be observed at all times.
27. No intoxicants may be brought on to the premises without the authority of the Headteacher.
28. Hirers shall submit such returns as may be required by the Performing Rights Society Ltd. in respect of music performed **by any means**. Appropriate forms may be obtained from the Society.
29. The school reserves the right to refuse without explanation any application; and to cancel any hiring at any time without written notice. On the termination of the hiring under this condition, the school shall return to the hirer all or part of any money paid but shall not be under any liability for any loss or damage arising out of such termination.
30. Failure to comply with these terms and conditions in any part may render the hirers ineligible for further hiring.
31. The school reserves the right of entry to the premises hired at all times of such officers as they deem necessary for the proper supervision of the premises.
32. No gratuity is to be paid to the Caretaker or cleaner who are the employees of the school.
33. The use of the premises for election meetings under the Representation of the People Act will only be granted when the necessary insurance cover (£1,000,000) has been obtained.
34. The premises are not registered for the purposes of competitive bidding under Part VI of the Greater London Council (General Purposes) Act 1984. Accordingly, the hirer shall not use or permit the use of the premises for the sale of goods by way of competitive bidding within the meaning of that Act, unless
  - (a) the goods sold or intended to be sold are not “prescribed articles” within the meaning of that Act, that is to say plate, plated articles, linen, china, glass, books, prints, furniture, jewellery, articles of household or personal or ornament, or any musical or scientific instrument or apparatus; or
  - (b) the sale is for the purpose of assisting funds of any voluntary organisation whose activities are not carried out for the profit and the whole, or substantially the whole, of the proceeds of the sale are devoted to the funds of the organisation.

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35. The following items shall not be brought onto the premises in any circumstances:
- (a) Obscene articles. The terms “obscene” and “articles” shall bear the same definition as that contained in the Obscene Publications Acts 1959 and 1964. Any other items which the Headteacher may, from time to time, identify.
  - (b) Firearms or ammunition or imitation firearms or ammunition. The terms “firearms”, “ammunition”, and “imitation firearms” shall bear the same definition as those contained in the Firearms Act 1968 and 1982.
36. Any persons hiring the premises must be over 18 years, this also includes any assistant’s helping run clubs/tutor pupils.

**Confirmation the Policy for Hire of Premises in respect of Gresham Primary School has been agreed, approved and ratified by the Governing Body:**

Signed by:

Chair of Governors: Kim Durling

Date:

Headteacher: Karen Steele

Date:

Approved at the Governing Body Meeting on:

Date:

Minute reference:

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## APPENDIX 1 HIRE OF SCHOOL PREMISES AGREEMENT

Applicants should complete and return this form and retain the attached list of Conditions and Regulations (Appendix 3).

Applications should be submitted to the Headteacher, Gresham Primary School at least three months before the premises are required.

Name	
On behalf of (company name)	
Date(s) required	
Exact time required:	From:                      am/pm – To:                      am/pm
Description of accommodation and facilities required (outdoor and indoor)	
Will a charge be made for admission? If so, how much?	
Purpose for which accommodation/facilities required	
Anticipated attendance (In the case of social activities, please give a brief description of proposed event)	
Name of organisation or society under whose auspices the function is arranged	

We require two references as part of our due diligence checks. Previous hire of premises agreement held or someone that has known you for at least 2 years. By providing the details below you are consenting to the check.

### 1) Reference

Company name/referee	
Relationship to applicant	
Address	
Email	
Telephone	

### 2) Reference

Company name/referee	
Relationship to applicant	
Address	
Email	
Telephone	

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## APPENDIX 1 (continued) HIRE OF SCHOOL PREMISES AGREEMENT

We are required to undertake social media checks / internet search on your name / company name as part of our due diligence checks. By providing the details below you are consenting to the check.

Company name	
Social media type(s) i.e. Facebook, Instagram	
Social media username(s)	

**I agree to accept the responsibility for the arrangement of the above named function and have read and undertake to observe the attached conditions and regulations of hire.**

**I agree to make the agreed payment when booking accommodation (before the date required) or access will be denied.**

Name	
On behalf of (company name)	
Position held in organisation	
Address	
Contact details Telephone and email address	
Signed	
Date	

Agreement approved by (School Representative):

Name	
Position	
Date	



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## APPENDIX 2

### HIRE OF SCHOOL PREMISES AGREEMENT FOR AFTERSCHOOL CLUBS AND OTHER ACTIVITIES

Applicants should complete and return this form and retain the attached list of Conditions and Regulations (Appendix 3).

Applications should be submitted to the Headteacher, Gresham Primary School at least three months before the premises are required.

Club name	
Club type	
The club will start and finish (date)	
The club start time and finish time	
How many weeks the club will be running	
Number of children attending	

We require two references as part of our due diligence checks. Previous hire of premises agreement held or someone that has known you for at least 2 years. By providing the details below you are consenting to the check.

#### 1) Reference

Company name/referee	
Relationship to applicant	
Address	
Email	
Telephone	

#### 2) Reference

Company name/referee	
Relationship to applicant	
Address	
Email	
Telephone	

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### HIRE OF SCHOOL PREMISES AGREEMENT FOR AFTERSCHOOL CLUBS AND OTHER ACTIVITIES

We are required to undertake social media checks / internet search on your name / company name as part of our due diligence checks. By providing the details below you are consenting to the check.

Company name	
Social media type(s) i.e. Facebook, Instagram	
Social media username(s)	

**I agree to pay Gresham Primary School £1.75 per child per session for the duration of the course / term and fulfil the club session agreement in full or make refunds and /or offer extra sessions to parents /carers**

Name	
On behalf of (company name)	
Position held in organisation	
Address	
Contact details Telephone and email address	
Signed	
Date	

Agreement approved by (School Representative):

Name	
Position	
Date	

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## APPENDIX 3

### TERMS AND CONDITIONS

Where clubs and activities are run at Gresham Primary School by anyone not directly employed by school and where the organiser makes a charge for attendance, the Governing Body have set the following terms and conditions:

- An agreement will be made between the Headteacher and the organiser of the club or activity
- A charge will be made for the use of the premises and paid within the agreed timescales. The charge will be decided before the start of the club or activity and could be fixed charge for hire of specific areas of school, or a charge per child, per week for each club of activity
- Where payments are made to the organiser of the club or activity the school will invoice the organiser
- Where payments are made to school the organiser will invoice school
- Organisers must complete a register of children attending and must let the school office have a list on the first day of club or activity
- Administrative officers will check registers on a daily basis to mark in where children are absent from school, or where parents have informed school that their child will not be attending a club or activity
- Organisers agree to take the register at the beginning of each session, and must let the office know immediately if a child is missing
- Organisers are responsible for seeing children off at the end of sessions and must ensure that they stay until all children are collected
- Organisers must ensure that they know whether children are to be collected from school after the club or activity, or will walk home alone
- Organisers must inform a member of the office staff of dates and times for the club or activity, and give notice (if possible) of dates when the club or activity will not run

**I/We agree to the above policy and terms of conditions for running a club or activity at Gresham Primary School.**

Print Name	
Name of Club	
Signed	
Date	

## APPENDIX 4

### SAFEGURDING & CHILD PROTECTION

As a provider of extra-curricular activities at Gresham Primary we would like to draw your attention to our policies and procedures regarding:

- Safeguarding & Child Protection
- Whistleblowing
- Health and Safety
- GDPR

You will find these policies on our website or you can request a paper copy from the office. A copy of Keeping Children Safe in Education can also be found on our website. You should ensure you familiarise yourself with part 1 of this document.

Please note that the following people are trained and named as holding the safeguarding roles below;

Designated Safeguarding Lead – Tracey Butler Kemp

Deputy Designated Safeguarding Leads – Julie Gough & Karen Steele

If something is disclosed to you and/or you need advice on matters of child protection then please speak with Ms Steele in the first instance.

As a provider of a regular activity in school, it is your responsibility to ensure that you, and anyone you employ has an up-to-date and clear DBS. You should bring proof of this as well as photographic ID on our first visit.

Whistleblowing – This policy is designed to ensure that if you become aware of malpractice or mistreatment of individuals by any member of staff or visitor to the school, you are duty bound to report it to those outlined in the policy.

We take the safeguarding of children and adults seriously and as such we expect that all policies are adhered to. Please sign the attached slip and return to Becky Broder on your next visit.

Yours sincerely

Ms Karen Steele  
Headteacher

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## APPENDIX 5

### EXTERNAL EXTRA CURRICULAR ACTIVITY PROVIDER SAFEGUARDING CHECK

I am aware of the need to follow all policies pertaining to safeguarding, whistleblowing and health and safety and agree that I, and anyone I employ, agree to abide by the above policies.

I also confirm that I have read the Safeguarding Leaflet for Visitors and will abide by the information set out in this leaflet. I confirm that I will abide by the following:

- On arrival I will report to the reception desk and sign in on the Sign In App tablet and sign out when leaving.
- I will display my visitor badge at all times.
- I will report to a class teacher or a safeguarding officer anything a child tells me which is concerning.
- I will treat anything I hear or see in school as being in confidence and will not discuss anything that occurs in school, outside of school.
- I am aware I must take a register of the class promptly and for any children who are absent I must check their whereabouts with their parents (the school office will note on the register with any children who are absent from school but as the office is not manned after school you are responsible for being able to contact parents).
- I am aware that if any child is not picked up after the club it is my responsibility to contact the parents and to ensure I have a contact number to enable this to happen.
- I am aware not to share door codes.
- I will not use mobile phones or other devices to take any pictures of the children in school without permission.
- I am aware of the school's Fire Evacuation procedures.
- Due to GDPR I am aware that information must be kept securely (Please refer to GDPR policy on website)
- I confirm I have a current and up to date first aid certificate.

Print Name	
Name of Club	
Signed	
Date	