



**Burnside College**  
**Hiring of Premises Policy**  
**2022**

Reviewed by: DPW - Feb 2022  
Adopted by Governors - Mar 2022

## **HIRING OF PREMISES POLICY**

### **1.1 Introduction:**

The Governing Body is committed to making every reasonable effort to ensure the school buildings and grounds ("the premises") are available for hire for lettings permitted by the school in compliance with the Terms and Conditions specified within this policy. Note, where there is a conflict between a letting and a school event, priority will always be given to the school event.

#### **1.1.1 Definition of a letting:**

A letting may be defined as:

*'any use of the premises by either a community group or a commercial organisation, regardless of whether a fee is charged'.*

It must not interfere with the primary activity of the school, which is to provide a safe and high standard of education for all its students.

#### **1.1.2 Charges for a Letting**

The Governing Body is responsible for setting charges for the hiring of school premises.

Charges are reviewed on an annual basis by the Finance, Facilities & Compliance sub-committee.

### **1.2 Applying to use the school premises:**

An application to use the school premises should be made to the Director of Support Services, to whom the Headteacher has delegated responsibility. An Administrator will produce a weekly schedule of lettings, which is approved by the Director of Support Services.

If either the Headteacher or Director of Support Services has a concern about the appropriateness of a particular request, they will consult with the Chair of the Finance, Facilities & Compliance sub-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 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 written approval from the Director of Support Services.

### **1.3 Letting Agreement:**

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

The letting agreement must be signed and returned to the school before the letting can take place. It should be signed by a named individual 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 letting agreement (with the terms and conditions of hire of the school premises, attached thereto) will be signed in duplicate by the hirer and by the Director of Support Services on behalf of the Governing Body.

In the case of 'one-off' bookings, the named individual applying to hire the premises will be invoiced in **advance** for the cost of the letting.

Multiple bookings are invoiced for blocks of ten or more sessions at a time, invoices being sent out towards the end of each time period.

### **1.3.1 Termination of Letting Agreement**

The Headteacher, or the Chair of the Governing Body, has the immediate power to terminate any letting agreement relating to the hire of school premises, in accordance with the terms and conditions of the agreement attached.

## **2.0 Terms and Conditions of Hiring School Premises:**

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

### **2.1 Status of the Hirer**

Lettings will not be made to persons under the age of 21, or to any organisation or group with an unlawful background or which espouses views of a distasteful or violent nature. (See 1.2).

The letting agreement is personal to the hirer only, and nothing in it would 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.

### **2.2 Disclosure and Barring Service (DBS) Checks**

It is necessary for the hirer to undergo a criminal records check via the DBS (previously CRB) if a particular letting involves contact with children and young people. It is the responsibility of the hirer to demonstrate that they have complied with the DBS Code of Practice and any relevant safeguarding requirements. The number and date of the DBS/CRB certificate for the event organiser will be required where lettings will involve children under the age of 18.

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 school any safeguarding concerns which may arise.

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

### **2.3 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.

The hirer shall arrange sufficient and adequate insurance with a reputable insurance office 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.

The hirer shall produce the policy of insurance and receipts for the current premium or premiums upon request by the Director of Support Services 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 from direction, instruction or participation in the activity to which the letting relates.

### **2.4 Statutory Requirements:**

The hirer must not do anything or permit any action which would, or might, constitute an illegal or immoral activity or which would, or might, invalidate in whole or in part any insurance effected in respect of the premises.

### **2.5 Licenses and Permissions**

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

Permission or license 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 License authorising entertainment, or by applying for a Temporary Event Notice. It is the responsibility of any hirer to ensure that all copyright licenses 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.

## **2.6 Public Safety**

In respect of the hiring of the premises for any form of public entertainment, nothing shall be done which will endanger any users of the building or the general public, or invalidate the policies of insurance relating to the premises and its contents.

In particular:

1. 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;
2. The emergency lighting supply must be turned on during the whole time the premises are occupied, and must illuminate all exit signs and routes;
3. Fire-fighting apparatus shall be kept in its proper place and only used for its intended purpose;
4. The Fire Brigade shall be called to any outbreak of fire and details of the occurrence shall be given to the Director of Support Services by way of a written report within 24 hours of the incident occurring;
5. The hirer is responsible for familiarising her/himself with the procedure for evacuation of the premises, the escape routes, assembly points, and shall be familiar with the fire-fighting equipment available;
6. The hirer is responsible for communicating the information in 2.6.5 above to anyone attending the event or activity;
7. Performances involving danger to the public shall not be permitted;
8. Highly flammable substances shall not be brought into, or used, in any part of the premises.
9. No internal decorations of a combustible nature (e.g. polystyrene, cotton, hay, etc) shall be undertaken or erected without the consent of the Director of Support Services;
10. No unauthorised heating appliances shall be used on the premises;
11. 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.
12. Adequate supervision must be provided to maintain order and good conduct, and, where applicable,
13. The hirer must adhere to the correct adult/child ratios at all times when these are specified for particular activities, e.g. by national governing bodies of sports and youth organisations etc.

## **2.7 The Hirer's Responsibilities**

The hirer must inform the Director of Support Services, or her representative, of any fault, damage or other problems with the premises or equipment encountered during the hiring. This should be provided in writing within 24 hours of the occurrence.

The premises are only to be used for the purpose requested.

The premises are not to be used for any unlawful purpose or in any unlawful way.

It is the responsibility of the hirer to ensure that no other areas of the premises are accessed, other than those specifically agreed for the purposes of the letting.

### **2.7.1 Own Risk**

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

### **2.7.2 First Aid Facilities**

It is the responsibility of the hirer to make their own first aid arrangements, such as the provision of a suitably qualified first aider, 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.

### **2.7.3 Furniture and Fittings**

Furniture or fittings shall not be removed or interfered with in any way. Nor shall they be re-arranged except by prior agreement and will be subject to reinstatement at the end of each session of use. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted.

In the event of any damage to premises or property arising from the letting, the hirer shall pay the cost of any preparation required. The school reserves the right to pass on to the hirer any costs incurred in making good damage caused during a letting.

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 or removed before re-entering the building.

### **2.7.4 Food and Drink**

No food and drink may be prepared or consumed on the property without the direct permission of the Director of Support Services in line with current food hygiene regulations. Where food is served the hirer may 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.

### **2.7.6 Intoxicating Liquor and Illegal Drugs**

No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the permission in writing of the Director of Support Services, 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.

Possession, supply and use of illegal drugs is not permitted and evidence of such will lead to termination of the hire agreement. It is the responsibility of the hirer not to engage in illegal drug or substance use or expose participants of the activity to illegal drug or substance use.

### **2.7.7 Smoking**

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

### **2.7.8 Betting, Gaming and Lotteries**

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

### **2.7.9 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.

### **2.7.8 Rules**

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

### **2.7.9 Charges and Cancellations**

The hirer acknowledges that the charges are as set out in the annexe to the hiring agreement including any review arrangements specified.

The Governing Body may cancel without notice any letting for which payment has not been received.

Where a letting is cancelled by the hirer without reasonable cause, for example, weather conditions or illness, the Governing Body reserves the right to charge in full.

The Governing Body may cancel a letting giving 28 calendar 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 offer alternative accommodation or a full refund.

The Governing Body will not accept 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, personnel absence, 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 confirmed 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 reinstatement.

#### ***2.7.10 Sub-Letting***

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

#### ***2.7.11 Storage Ancillary to the Letting***

The written permission of the Director of Support Services must be obtained before goods or equipment are left or stored on the premises. The school accepts no liability for items left on the premises.

#### ***2.7.12 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.

#### ***2.7.13 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.**

Disabled parking bays are provided only for those with a disabled parking permit.

Users of the school should avoid undue noise on arrival and departure. Consideration must be given to residents when parking outside of the school grounds taking care not to block driveways or obstruct traffic flow.

#### ***2.7.14 Toilet Facilities***

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

Where an event or activity involves children under the age of 10, any toilet breaks for them should take place as an orderly group which must be continually supervised, between the activity room and the toilets, by a responsible adult.

#### ***2.7.15 Right of Access***

The Governing Body reserves the right of access to the premises during the hiring for emergency or monitoring purposes.



### **2.7.16 Vacation of Premises**

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

### **2.7.17 Complaints**

Any complaints arising from a hiring agreement should be directed to the Director of Support Services.

### 3.0: Application to Enter into a Hire Agreement for Facilities at Burnside College

Name of Applicant:

Address:

Telephone Number:

Email Address:

Name of Organisation:

Activity of Organisation:

Area to be Hired:	Main Hall	Sports Hall (half)	Sports Hall (full)
	Gymnasium	Lecture Theatre	Climbing Wall
	Classroom	Meeting Room	Library
	3G Pitch	Tennis Courts	Playing Field
	Other (please specify)		

Dates Requested:

Times Requested:                      Start time:                      Finish Time:  
*(please allow time for your preparation and clearing up)*

Frequency:

Use of School Equipment:

Electrical Equipment to be brought on site:

Are you obtaining a license for the sale of alcohol?:  
*(the license must be available for inspection)*

Maximum Number of Participants:

Age Range of Participants:

Number of Supervising Adults:

Relevant Qualifications of Supervising Adults:

Confirmation of DBS Checks:

DBS Holder's Name	DBS Number	Issue Date	DBS Checked by

Details of insurance cover held:

Any other relevant information:

The Applicant confirms that adequate and appropriate insurance cover is in place for the activity to be carried out (*see Terms and Conditions 2.3 for further details*).

The Applicant confirms that arrangements are in place with reference to First Aid (*see Terms and Conditions 2.7.2 for further details*).

The Applicant undertakes to comply with the regulations regarding the use of own electrical equipment (*see Terms and Conditions 2.6.10 & 2.6.11 for further details*).

The Applicant undertakes to comply with the Terms and Conditions of Hire of the School Premises

***I confirm that I have read and agreed to the Terms and Conditions specified in the Hiring of Premises Policy.***

*Signed:*

*Full Name (block capitals):*

*Date:*

*(Please complete and return to the school at least 21 days before the event)*