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**Benthal Primary School**

**School Hire of Premises Policy**

 19th June 2018

**A. Introduction**

The Governing Board of Benthal Primary School is keen to see the school’s premises and grounds used for the benefit of the whole community for a range of reasonable and acceptable purposes including but not limited to: cultural events, festivities and learning.

The school’s prime purpose is to provide the best possible education for its pupils. The school wishes to be at the hub of our community promoting equality of opportunity in an overall inclusive and accessible environment and this Policy is designed to give access to our facilities whilst keeping with our commitments towards our pupils and community, and also sets out the:

1. Facilities that are made available to our community;

2. Charges for the hiring of the school’s premises;

3. Responsibilities of the Governing Board; and

4. Responsibilities of the Users/Hirer.

Our lettings policy operates within the framework of the London Borough of Hackney’s Equal Opportunities Policy as adopted by the school and the Governing Board without prejudice.

**B. Considering Applications for Hiring of the School**

The Governing Board has delegated the responsibility for the hiring of school premises to the Head Teacher**.** Where appropriate the Head Teacher may delegate all or part of this responsibility to other members of staff.

The Head Teacher will consider the hiring of the School’s premises from any person(s) able to comply with this policy and in deciding whether or not to hire the School’s premises, and will have regard to the following:

* the likelihood of any damage being caused to the premises, or neighbouring premises, and any nuisance that may arise, as a result of accepting the booking, including parking in the immediate area;
* the interference with school activities;
* the availability of facilities and relevant premises staff;
* the school’s Health & Safety and Child protection policies;
* the specific health and safety issues with regard the number of users, qualifications of instructors, type of activity and so forth;
* the adequacy of management procedures during the Hire Period;
* the appropriateness of the hiring and if it is considered to be consistent with the ethos of the school;

The Head Teacher will not hire the School’s premises to organisations or person(s) that encourage racial discrimination and/or disharmony between persons of different religious and or racial groups or are otherwise involved in activities prejudicial to good race relations and strong communities including but not limited to the duty to have due regard to the need to prevent people from being drawn into terrorism.

**C. Safeguarding**

The Head Teacher will ensure that those undertaking activities on school premises that require the hirer to employ staff or use volunteers to work with, or provide services for children, regardless of whether they attend the school or not i.e. supplementary schools; theatre groups; sports activities; cubs and scouts etc. have produced and implemented appropriate safeguarding policies and procedures.

Where the letting is to an individual (i.e. a self-employed tutor) the school will follow the same safe recruitment procedures as if the individual concerned were a member of the school staff, regardless of whether the children to whom they provide a service attend the school or not.

a) It is an obligation of the hirer to confirm that:

* Where required Criminal Records Bureau (CRB) or Disclosure and Barring Service (DBS) checks have been carried out on all persons over the age of 16 who work, either in a paid or voluntary capacity, with vulnerable people (children, young people or adults) on the activity or activities it undertakes on the school premises and that these checks demonstrate that they are safe to do so. The Hirer is responsible for ensuring compliance with the CRB/DBS ‘Code of Practice’ and relevant Hackney Local Safeguarding Children Board requirements.
* There are policies and procedures in place to address any concerns raised in respect to the welfare or safety of children and young people (e.g. signs of potential abuse are exhibited) and that staff and volunteers will act upon any concerns without delay.
* Staff and volunteers are aware of how and to whom they should refer to should any concerns arise and that such information is detailed within their safeguarding policy.

b) The hirer shall be required to provide evidence of the above at the request of the Governing Board of the school, the Headteacher, or the Council.

c) The hirer is responsible for supervising any children participating in the activity or activities it undertakes on the school premises until they are collected by a responsible adult from the school premises

d) The hirer must make clear in any advertisement for the service/activity offered on school premises that the school does not endorse, have involvement or responsibility for the service/activity being provided other than *emergencies including fire safety.*

The following activities fall within the corporate life of the school and therefore, the costs arising from the following uses are charged against the school’s delegated budget:

* Governing Board meetings and committees;
* Extra-curricular activities for pupils organised by the school;
* School performances;
* Parents’ meetings;
* Events organised by the PTA (Friends of Benthal) in conjunction with the senior leadership team

The school and the Governing Board reserve the right to require a reference before any booking is accepted and/or decline a booking or application for the hire of the school’s premises. The Head Teacher (on behalf of the school) and the Governing Board in consultation with the appropriate local authorities and in line with health and safety requirements will have the final decision.

Please ensure that you have fully read and understood this policy documentation attached before submitting your application.

**D. Charges**

The scale of charges are set by the governors and reviewed annually. The charge for 2018/2019 will be **£25** per hour. A security deposit of **£50** to cover potential damage(s) will also be applicable; this deposit will be returned after the event subject to no damages.

The applicable charges are required to be paid, in full within 14 days before hire. The hiring of the school will not be considered booked until both the security deposit and 20% of the hire charge has been paid. Payment in instalments may be available for block bookings. A **£200** clean-up charge may be applied after the event if the school has not been left in an acceptable state. Please contact the School Office for more details.

**E. Hiring Times, Available Facilities and Equipment**

The facilities and equipment which are available for hire at the following times, are as follow:

* **Main Hall – Available for up to 10 hours community use from 9am to 10pm. This includes set up time and cleaning up time.**
* **School Kitchen – Available for up to 10 hours community use from 9am to 10pm. This includes set up time and cleaning up time.**

The school reserves the right to vary the facilities available for hire and/or times when these will be available for hire.

**F. Insurance and Public Liability**

JLT Specialty Ltd, The St. Botolph Building, 138 Houndsditch, London, EC3A 7AW. Tel: 020 7528 4000. Policy Number: Y096936QBE0118A.

**G. Cancellation**

Notice of cancellation must be given to the school at least **14** days prior to the event/hire. Bookings cancelled within 14 days of an event will incur charges to cover administration costs. Changes to the booking must also be made at least **14** days prior to the event/hire to provide enough time for approval/rejection of the change.

**H. Personal Property**

Benthal Primary School will not be liable for any damage, injury or loss of property, brought to or left in the school premises by persons using the premises.

**I. Statutory Requirements, Licenses and Permissions**

The Hirer shall adhere to all laws relating to Health and Safety, Equal Opportunities, sale of alcohol and other items, Public Entertainment and noise nuisance. The Hirer shall obtain any license and permission necessary for the event, with or without a paying audience.

**J. Hiring Agreement**

Applicants should complete an ***Application for Lettings Form*** and submit this to the Head Teacher for consideration. Once a hiring has been approved, a letter of confirmation will be sent to the hirer, enclosing a copy of the Hiring Agreement.

The Hiring Agreement should then be signed and returned to the school. The school must be in receipt of these signed documents before a hiring takes place.

The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the School’s current scale of charges. Payment will be sought in advance in order to reduce any possible bad debts and a deposit to cover potential damage may be charged. An official receipt will be issued for all payments received.

The income and expenditure relating to lettings will be clearly recorded by the school and reported under the guidelines for Financial Management in Schools.

The Head Teacher on behalf of the Governing Board has at all times the right to refuse an application, and no hiring should be regarded as booked until approval has been given in writing and payment received in full. The reason for refusals will be recorded at the bottom of the application for lettings form and explained to the enquirer further if requested.