

Princes Risborough School

Policies

Enjoy & Achieve



Appendix 1 to Lettings of School Premises and Equipment

Community Sports Centre (CSC)
Terms and Conditions of 'Private' Hire
(Policy Owner: Business Development Officer)

Ratified by PRS Governors
24th September 2015

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General Terms

1. This Appendix sits under the main PRS Lettings of School Premises and Equipment publication and refers solely to use of the Community Sports Centre (CSC).

1.1 In order to achieve the general objectives set by the *Governing Body* for the school it is recognised that the assets of the school should be used to raise money to assist in school activities. In addition it is recognised that the school plays an important part in the well-being of the local community and where possible the assets of the school should be used to assist in school activities. The CSC will play a pivotal role in fulfilling this purpose. The cost of maintaining the CSC during hire should be recovered and these costs will include:

- a. Providing on site supervision and management.
- b. Public liability insurance.
- c. Consumable materials, water and power.
- d. Any other cost item required by the let.
- e. A general contribution is to be made which includes a 25% mark-up element for the contribution to the school fund.

1.2 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.

1.3 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 to those individuals who previously have been given a lifetime ban.

1.4 All hire of facilities will be booked via the Business Development Officer (BDO) or a representative on the CSC Booking Form and recorded in the CSC booking system, other than in exceptional circumstances, as dictated by the BDO or a representative.

Indemnity and Insurance

2. Lettings are made on the agreement that the *Governing Body* are indemnified by the hirer against any loss, damage, costs and expenses during the use of the CSC premises by the hirer except where such loss, damage costs and expenses are directly attributable to the negligence of the employees of the *Governing Body*.

2.1 The hirer shall insure, 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.

2.2 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 let of the premises. Where a hirer is unable to provide details of current adequate public liability insurance cover (normally a private individual or independent group), they must pay a premium to be included on the schools third party 'Hirers' policy.

2.3 The hirer shall produce the policy of insurance and receipts for the current premium or premiums upon request by the BDO on behalf of the *Governing Body* within seven days of a request.

2.4 Neither the school nor the Local Authority shall be responsible for any injury to persons or damage to property arising out of the letting of the premises.

2.5 The hirer must not do or permit any act, matter or thing which would, or might, constitute an illegal or immoral activity affecting the school premises or which would, or might, impair whole or in part any insurance effected in respect of the premises from.

Disclosure and Barring Service (DBS) Checks

3. It may be necessary for the hirer to undergo a criminal records check via the Disclosure and Barring Service. If a particular letting involves contact with children and young people, it is the responsibility of the hirer, as advised by the school, to ensure that they have complied with the DBS Code of Practice and any relevant Buckinghamshire Safeguarding Children Board requirements to establish the requirement for DBS checks.

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

3.2 The hirer will be required to provide evidence that DBS checks have been completed on request.

Health and Safety

4. All conditions attached to the granting of the booking, licence, or other licences and the school's health and safety policy shall be strictly observed. 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. The Hirer is responsible for the effective supervision of the arrangements and activities in the premises during the period of hire and for the prevention of disorderly behaviour so as to ensure that no nuisance or annoyance arises to the occupiers of adjoining premises or neighbouring residents and shall behave reasonably at all times.

b. The school fire, emergency and evacuation procedures are to be abided by and it is the Hirer's and visitors responsibility to be aware of these procedures. The Hirer shall be required to take any precautions necessary to ensure the safety of those attending during the period of hire, including ensuring the means of escape from fire are not blocked or impeded. Evacuation procedures are held within the PRS Occurrences Register – available from duty Sports Administrator.

c. The Hirer is responsible for familiarising themselves with the procedure for evacuation of the premises, the escape routes, assembly points, and shall be familiar with the fire-fighting equipment available.

- d. Fire-fighting apparatus shall be kept in its proper place and only used for its intended purpose and if you have been trained in their use.
- e. The Fire Brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be reported immediately to the Executive Headteacher.
- f. The Hirer will immediately inform the school of any emergency, accident or serious incident that occurs on the CSC premises. This should be done in person and will require the Hirer speaking to the duty Sports Administrator (SA) immediately. The Hirer, after consultation with the duty SA via BDO and or Business Manager will be responsible for reporting, if necessary to the Health and Safety Executive, any incident that arises from activities that they have organised.
- g. Any activity, be it sports, performances, events or parties 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 without the consent of the *Governing Body*.
- i. No unauthorised heating appliances shall be brought or used in the premises.
- j. All electrical equipment brought into the building shall be subject to regular Portable Appliance Testing (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* disclaims all responsibility for all claims and costs arising out of or in any way relating to such equipment.
- k. Adequate supervision must be provided to maintain order and good conduct and, where applicable, the hirer must adhere to the correct adult/pupil ratios at all times when these are specified for particular activities, e.g. by national governing bodies of sports, scouts etc.

l. The Hirer must be responsible for everyone's Health and Safety, including the provision of a fully trained First Aid Officer, where appropriate, and furnish the school with a First Aid Needs Assessment if requested.

m. The school may ask hirers to provide additional risk assessments if the activity is not within the approved list of activities.

The 'Hirers' Responsibility

5. It is the Hirer's responsibility to ensure that all attendees are made aware of the relevant articles applicable to them for their Health and Safety. No part of the premises are to be used otherwise than for the purpose of the premises requested, nor are they to be used for any unlawful purpose or in any unlawful way.

5.1 The Hirer shall ensure that the premises are left in a clean and tidy condition at the end of the letting, using litterbins and recycling facilities, as appropriate.

5.2 The CSC and the school premises are a **no smoking area**. Any 'Users' caught smoking will possible face a ban from using the facility.

5.3 The 'Hirer' shall be responsible for any damage to the school property, equipment or buildings caused by them or their visitors. The Hirer must report any such damage to the school immediately. The Hirer shall repay to the school on demand the cost of reinstating or replacing any part of the premises or any of the property on the premises which shall be damaged, destroyed, stolen, or removed during the period of hire or prior or subsequent thereto, if in relation to, or by reason, of the hiring. Any such costs will be in addition to the specified lettings charges.

5.4 Furniture and 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. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the CSC 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

5.5 No food and drink may be prepared or consumed in any area of the CSC, other than the Terrace Café and in line with current food hygiene regulations.

5.6 The Terrace Café kitchen area is not available unless prior authorisation has been given from the Executive Headteacher and where a member of the school staff is in attendance to supervise.

The 'Hirer' must provide the school with a list of persons that will use these areas and copies of relevant Food Hygiene qualifications, and as such staff cost will be in addition to the specified letting charges. The 'Hirer' agrees to ensure that these areas are left in a clean and tidy condition at the end of the letting.

5.7 To adhere to any safety notices displayed and to observe all the regulations within the facility and surrounding areas.

5.8 Alcohol is **not allowed** within the CSC or anywhere on the school premises, without prior permission of the *Governing Body*.

5.9 To use lockers, to store any personal goods or clothing. 'Users' are responsible for all possessions whilst inside the CSC.

5.10 To ensure that any drinks taken into the facilities are contained in sealed plastic or metal containers.

5.11 To commence and finish their bookings at the times agreed. All bookings must end 5 minutes before the next booking commences to allow for equipment take down and set up.

5.12 To ensure that all participants are wearing clean footwear with non-marking soles.

5.13 To respect CSC staff at all times and not to disrupt or obstruct them from undertaking their normal daily tasks.

5.14 Hirers may not display any notices, emblems, decorations or signs without the prior consent of the BDO.

5.15 Hirers may not conduct any commercial activity of any kind within any of the CSC facilities without the prior consent of the BDO.

5.16 The school operates a zero tolerance policy of any form of abuse towards members of staff. Any 'User' who is verbally or physically abusive towards a member of staff will be banned from using the facilities and in some cases, the police will be called.

Accessible Facilities - Disabled Participants/Guests

6. The hirer is asked to inform CSC staff if any persons attending their booking have a disability that may require additional assistance in the event of an emergency evacuation. The CSC has the following facilities available for disabled participants and guests:

- a. Ramp to the main entrance.
- b. Separate toilet and shower.
- c. Lift to upper floor
- d. Dedicated emergency phones on lower and upper floors.

Payment

7. Payment for any booking will normally be requested by BACS, please use following bank details: Sort code: 30-98-56. Account No: 21742868. However, cheques will be accepted and should be written to: Princes Risborough Enterprises Ltd.

7.1 The Hirer will be liable for all unpaid bookings. The school may pursue debt collection if full payment is not received within the stated time of invoicing.

7.2 Block booking of the CSC is available. However, as the school is (currently) VAT registered there are certain conditions where charges can and can't be applied. All prices include VAT, unless you meet the HMRC regulations for Academies under [VAT Notice 742: land and property](#) Para 5 where, if you meet the criteria, you will receive a rate exclusive of VAT.

7.3 Unless otherwise agreed with the BDO, all payments or requests for payments are to be submitted at the time of booking.

7.4 Hire charges will be reviewed on a bi-annual basis; as will current block booking agreements. Current hire charges are currently set at a Full and Affiliate rate. Affiliate status is applied and assigned on a case-by-case basis by the BDO.

7.5 Any introductory offers or promotions are provided on a bespoke basis and should not be seen as a generic or long-term agreement. Affiliate rates are available and will be considered on a case by case basis.

Cancellations

8. The CSC reserves the right to cancel or change bookings without notice. This is normally only done when there is a risk to the safety of the hirer or other 'Users' or if there is a special event taking place or if the school requires use of the facility for an official function.

8.1 Any cancellation by the Hirer must be made by giving at least 72 hours' notice, bookings cancelled within 72 hours of the time of booking will be charged at the full rate. Cancellations made by the 'Hirer' within 7 days of the hiring will be charged at 50% of the full cost. Repeated cancellations by 'Hirers' who have made block bookings will see their bookings revoked.

8.2 If the CSC cancels a booking, no payment will be required for the booking unless the cancellation was made as a result of any 'Users' misconduct or breach of these terms.

8.3 A full price list is available to all those wishing to make a booking. Separate prices are charge for the following CSC elements: Sports Hall, Dance Studio and Terrace Café. Other school facilities are available for hire, but are not included within this agreement.

8.4 'Users' can only access those facilities included in the hire. Use of other facilities will be charged in tandem, unless agreed by the BDO.

**Business Development Officer
Princes Risborough School**

Amendment List				
Last Amendment Date	By Whom	Reasons for Amendment	Areas Amended	Policy Owner
24 th September 2015	Governing Body	New Document	Whole Document	Business Development Officer

