

# St Margaret Mary's Catholic Infant School

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## USE OF SCHOOL BUILDINGS FOR NON SCHOOL ACTIVITIES.

Chair of Governors:	C Ferguson	
Signature:	<i>C. B. Ferguson</i>	Date: 01/11/2017
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# **Knowsley Metropolitan Borough Council**



*Knowsl@y Council*

## **CHILDREN AND FAMILY SERVICES**

### **USE OF SCHOOL BUILDINGS FOR NON SCHOOL ACTIVITIES**

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○ **Use of School Buildings for Non School Activities**

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## Section 1 – Background

### Why every school needs a policy

A formal agreement with the hirer, a transparent charging structure and approval process is required to ensure that school governors protect the school whilst ensuring a pricing policy is affordable for community usage and appropriate for private sector charging. This is in line with the Model Financial Procedures and the Corporate Charging Policy.

Adherence to the policy will be regularly audited, therefore fully implementing this policy will contribute favourably to FMSiS assessments and consequently Ofsted reviews. Consequently, all schools from all sectors are expected to accord with the terms of the policy.

This policy does not cover new schools built through Private Finance Initiatives (PFIs). There are separate policies with PFI providers to cover Non Schools Activities.

### What form of hiring does this policy cover?

This policy is intended to provide guidance in respect of any hiring of premises, playing fields, car parks, hard standing or co-location by third parties and which is outside of the core functions of the school eg separately constituted before and after school clubs, private nursery provision and all forms of private usage.

### What are the key issues which this policy addresses?

The key issues addressed by this policy are:

- Explaining the difference between co-location and regular or short term hiring (see Section 1);
- Explaining the need for school governors and staff to complete a statement of pecuniary interest to ensure transparency in the decision making process (see Section 1);
- Setting out the process for approval of requests for co-location and regular or short term hiring (see Sections 2 and 3);
- Explaining the impact on the school's budget of school governors deciding not to charge full market rent when approving applications for accommodation and awarding grant aid (see Sections 1, 2 and 3);
- Explaining what risk assessment protocols are required to be undertaken before non-school related activity takes place at a school (see Section 4).

### What is Co-location?

Co-location is the term generally used when an outside organisation or individual occupies part of the school premises over a prolonged period of time. The occupation by such parties must be by written agreement. The type of agreement will depend on the circumstances and advice from the Asset Management section of the Directorate of Regeneration and Neighbourhoods ('the Asset Management Section') **must** be sought when any such occupation is being considered. The Asset Management Section will recommend the most appropriate form of occupation agreement for the circumstances.

Where other directorates of the Council occupy part of the school building, an interdepartmental agreement must be entered into. This is not a formal legal document but it will clearly spell out the duties of both directorates and should include location or floor plans. Approval to the arrangement can be obtained under delegated powers and are arranged through the Asset Management Section.

For short but continuous periods of occupancy of between say 1 week to 12 months, licences can be used. Licences are comparatively brief documents that spell out the duties of the 'licensee' with a defined period of occupancy eg use of a gymnasium for a sports tournament. Negotiations must be conducted through the Asset Management Section as the Council's estate manager and valuer and the agreed terms incorporated into a delegated authority report granting approval to the granting of the licence.

### **What constitutes regular or short term hiring?**

Regular or short term hiring is for part of a day or an evening on a daily, weekly, fortnightly or monthly basis or alternatively one off occurrences. What makes this type of occupation different is that the space is available for hiring/usage by others as well as by the host school. The accommodation is not occupied exclusively by the hirer.

### **What are concessions / Grant Aid?**

It is recognised that the true market rent payable for the use of school premises would in many instances be unaffordable to potential users of the school for non school activities. Charging full market rent could be in some instances in direct contradiction to the policy of greater use of school premises for non school activities. Governors may at their discretion choose to grant concessions for organisations using school premises which have the practical effect of either waiving or reducing the rent which would be due to the school from that organisation. A notional rent figure (peppercorn rent) can be granted by Governors to organisations delivering services on behalf of schools, KMBC or the wider Knowsley Partnership. Any decision not to charge market rents must be taken in accordance with the Council's Corporate Charging Policy, with appropriate rationale explained for granting a concession. Service charges based on floor area or other intelligence such as Eco Warrior information must always be charged for co-location, either with or without a rent element.

Any decision by School Governors not to charge a market rent must be recorded in minutes and formally agreed. Any such decision should be made in accordance with normal protocols including statements of pecuniary interest from any attendees. In addition, a pro-forma must be completed (see Annex 1) to justify and explain the rationale for deciding not to charge a full market rent. This is directly in alignment with the Council's Corporate Charging Policy. The pro-forma must be sent to the Executive Director of Children's Services for an assessment of financial impact relating to allocation of funding to schools. Any subsidy of third parties cannot be funded in law via the Dedicated Schools Grant (Education Act, section 2).

Sections 2 and 3 explain further how this would impact on the school's budget. In relation to 'co-location premises' only, in the event that school Governors felt unable to agree to grant a concessions to any organisation, that organisation could be referred to the LA who will assess whether discretion to grant a concession can be financed through the LA.

### **Premises Manager/Key Holder arrangements**

For site specific advice on the human resource implications of extending premises activities please contact your Link Human Resource Officer.

### **Statement of pecuniary interest**

All staff and governors of schools must complete a statement of pecuniary interest form attached as Annex 2 to this policy. Nil returns are also required. The member of staff or governor must also then declare an interest at any meeting where an organisation is being discussed with which s/he is associated and shall play no part in any decision making process in relation to the approval of any application by an organisation to use any part of the school for non school activities or for grant aid (discussed further in Sections 2 and 3 below).

### **Diocesan arrangements**

The Governors have liased with the Liverpool Archdiocese regarding adoption of this guidance as all buildings are owned by these agencies.

## **Section 2 – Co-location**

### **Steps to be taken to when surplus space is identified**

Where a request for accommodation is made to a school by an outside individual or organisation to occupy part of the school, the following steps must be taken:

1. The Headteacher to consider whether or not the accommodation is surplus to the school's requirements.
2. If the requested accommodation is surplus, the Headteacher is to consider whether the proposed use is acceptable and compatible with the running of the school and safeguarding procedures.
3. If there is no conflict and the proposed use is acceptable, the Headteacher should report the request to the school Governors who should either approve or reject the request.
4. Where the school Governors approve the proposed occupation, a report is to be produced by the Headteacher for the Executive Director of Children's Services to consider the wider implications and ensure the accommodation is not required by the Directorate of Children' Services or other directorate of the Council.
5. The Executive Director of Children's Services is to consider whether or not consultation is necessary with Members of the Council at this stage.
6. On confirmation from the Governors that there are no objections to the request for accommodation the Premises and Health & Safety Committee is to be instructed by the school Governors to negotiate the terms of occupation with the prospective occupiers.
7. If all of the necessary approvals are obtained the Governors Premises and Health & Safety Committee will instruct the Head of Legal Services to prepare the legal documentation and will produce any plans which may be required.
8. Once the legal documentation has been completed and any monies due are received, the prospective occupier may take possession of the premises and the Governors Premises and Health & Safety Committee will advise the relevant Council Divisions such as Business Rates, Commercial Rents and Insurance.

### **Effect on the school floor area and Individual School Budget**

The total floor area is used to calculate a small proportion of the school's budget covering expenditure such as energy costs. The surplus floor area relating to the occupied part of the building by a third party will be removed from the Section 52 calculation as it will no longer be required for educational purposes. Therefore schools will receive less funding. This needs to be taken

into consideration when Governors are deciding not to charge market rents to tenants. The 'minimum guarantee' will dampen the effect but not stop it completely.

Wherever possible, the use of the Eco Warrior system should be employed to accurately recover energy costs from third parties.

### Calculation of Service Charge

All co-located premises, can on arrangement, have a charge calculated by the Asset Management Section based on the full market value for that premises and the services to be included within such arrangements. Service Charges to third party occupants will be based on the proportion of floor area used in relation to the total floor area of the school building, or other means such as the information available for the Eco Warrior system here applicable. Costs should be recoverable from the tenant on this basis, relating to occupancy during normal opening hours e.g. 8am to 5pm. For periods where the tenant is the sole occupier of the building, whilst incurring operational costs, the full cost for such periods should be recovered accordingly. Consideration must be given to the following to enable the Asset Management Section to fully cost the occupancy.

Populate only the boxes identified unless you need to add further explanation

Off Peak Eg 8am to 5pm			Breakdown of Service Charge
Additional attributable salaries (may often be nil)			
Floor area of school in metres squared	Floor area of required provision	= % of additionality	Caretaker salary when required to perform maintenance on building, transport equipment, etc
<input type="text"/>	<input type="text"/>		<input type="text"/>
Clerical Officer or Administrators estimated % of time taken on non school activities	% of total time attributable to this activity		Clerical Officer or Administrators salary if required to escort visitors, sort mail, photocopying, telephone messages etc
<input type="text"/>	<input type="text"/>		<input type="text"/>
			0
Headteachers estimated % of time taken on non school activities	% of total time attributable to this activity		Headteachers salary if taking an active role in co-location arrangements
<input type="text"/>	<input type="text"/>		<input type="text"/>
			0
Heating and lighting that is additional to the requirements of the school under normal operation	ie has the heating been isolated in the past?		Please insert a description of how any calculation was derived
<input type="text"/>	<input type="text"/>		<input type="text"/>
			0
Use of equipment, cleaning, catering,	Will this continue or		<input type="text"/>



window cleaning	separate arrangements made?	<input style="width: 100%;" type="text"/>	0
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**Plus activities undertaken outside of school core hours - Peak Time**

Additional number of hours for caretaker on site for year	Cost per hour £	Total additional caretaking costs	% attributable to this activity*	
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	0	<input style="width: 100%;" type="text"/>	0

**Heating and lighting that is additional to the requirements of the school under normal operation**

	% attributable to this activity*	<i>Please insert a description of how any calculation was derived</i>	
<input style="width: 100%;" type="text"/>	0%		0

Total service charge for the period xx to xx	
Plus VAT if chargeable	@ 20.00%
Total Payable	_____

\* If more than one activity is taking place at the same time the additional costs will be shared.

Cleaning contracts can be taken out directly with the Council's Directorate of Neighbourhood Delivery (DND)) and do not form part of this calculation.

Trade Waste can be taken out directly with DND and does not form part of this calculation.

This covers KMBC's insurance liability but the tenant/licensee of the co-located premises are required to obtain their own insurances.

The consensus for 'core school hours' is that it should apply between 8am to 5pm for 39 weeks of the year, based on a survey conducted in May 2005. This is classed as 'off peak time' when activities are already taking place within the school and economies of scale should be achieved. 'Peak times' must take into consideration the general usage of the premises thereby covering all costs.

It is suggested that schools consider running activities in clusters where possible to reduce premises and employees costs.

**Concessions / Grant Aid**

Any increased use of school premises is likely to result in additional premises costs being incurred eg heating, lighting etc. As these additional premises costs are not covered by the school's delegated budget, they must be recovered either:

- directly from the hirer; or
- subsidised from private sector income.

Governors must therefore take into account the following when considering an application for concession/grant aid:

- Long term repairs and maintenance are considered and a contingency reserve established (provision account) to save an element of income from areas of the school no longer within the school budget share calculation;
- Charging decisions should be consistent with corporate policies and priorities and school objectives;
- Concessions should be targeted at people assessed as being in need of a service and should take account of their (including organisations) ability to pay. Ability to pay should be assessed through analysis of financial returns/accounts where appropriate or financial information;
- The efficient administration of charges should be explicitly considered; and
- Charges and discount/concession schemes will be reviewed on a yearly basis to ensure that they are still appropriate.

The above consideration should be recorded formally using normal protocols including declarations of interest and the decision by the governing body (or other group with delegated authority) must be formally minuted. Any decision to permit grant aid / concessions requires the completion of the pro-forma at Annex 1. This should then be sent to the Executive Director of Children's Services to allow an assessment of impact on allocation of funding to be considered.

### **Administration of Income**

The most efficient way to administer income due to the school is through a yearly charge. Regard must be given to the organisations ability to pay and therefore half yearly or monthly payments in advance can be authorised as an alternative by the Headteacher.

Invoices sent to organisations must show where VAT is due and provide a breakdown of calculation. VAT is not chargeable to KMBC establishments as they operate the same VAT number. Annex 3 provides an example invoice pro-forma.

All income must be paid into a subjective code beginning with '9' through the school budget account. A periodic transfer to the provision account can be requested through the LA to save towards long term repairs and maintenance.

Useful contacts regarding this section either by e-mail or telephone are:

Andrew Tonkiss, Asset Management, DRN, 443 2356  
Breeda McQuillan, Children's Centres, DCS, 443 5992  
Ann Bodell, Childcare Quality Assurance, DCS, 443 5646  
Ian Hughes, DCS, Assets 443 5614  
Rob Alcock, DCR, Finance 443 5650

## **Section 3 – Regular or short term hire**

### **Calculation of hire charge**

The hire charges must cover costs incurred for regular or short term hire. Under the Scheme for Financing Schools the Governing Body of each establishment must set its own scale of hire charges and, in line with the Corporate Charging Policy, it is recommended that hire charges levied are:

- calculated using historic and forecast projections of usage and overheads to cover all school costs including an allowance for repairs and maintenance;
- approved by Governors;
- applied consistently within the boundaries of grant aid (explained further below); and
- reviewed on an annual basis.

Consideration must be given to letting the maximum number of facilities at the same time to produce a more cost effective service. Services can cross subsidise, therefore an event for the community that coincided with a private sector event can be heavily grant aided up to 100%.

Asset Management can, on request, establish the full market value for the premises. Consideration must be given to establishing a differing peak and off peak charge.

### **Concession / Grant Aid**

Any increased use of school premises is likely to result in additional premises costs being incurred. As these additional costs are not covered by the school's delegated budget, they must be recovered either directly from the hirer or subsidised from private sector income.

The calculation used on page 5 and 6 will assist in establishing the basic marginal cost to recover. Consideration must also be given to recouping an element for both short term and long term repairs and maintenance costs.

### **Steps to be taken in relation to regular or short term hires**

The following steps must be taken:

1. The Headteacher to consider the appropriateness of request for regular or short term hire and approve or reject.
  - If request approved, school administrator to send the hire letter (attached as Annex 4), Standard Booking Form (attached as Annex 5)

and the Standard Conditions of Hire (Attached as Annex 6) to the organisation requesting the hire. The Independent Safeguarding Authority vetting & barring scheme comes in to force in Autumn 2008. A requirement of this scheme is that anyone working on a school site with access to children is required to become a member of the scheme.

- On return of the completed Standard Booking Form, the school site manager or administrator must complete the School Checklist Form (attached as Annex 7) and provide relevant Health and Safety awareness for each hirer.
- In the event that any item on the School Checklist Form has not been completed the Headteacher must ensure that it is done before the hire takes place.
- The completed School Checklist Form **must** be retained by the school as evidence that all checks have taken place before a hire takes place.

### **Administration of income**

On receipt of the completed Standard Booking Form it is recommended that a 50% deposit be placed. The full value of the booking is then payable 8 days before the event.

Invoices sent to organisations must show where VAT is due and provide a breakdown of calculation. VAT is not chargeable to KMBC establishments as they operate the same VAT number.

Annex 3 provides an example invoice pro-forma. The final section of the pro forma must be amended for local cheque book schools to request that cheques are made payable to the schools bank account not KMBC.

All income must be paid into a subjective code beginning with '9' through the school budget account. A periodic transfer to the provision account can be requested through the LA to save towards long term repairs and maintenance.

### **VAT - Exceptions to standard rating**

#### **Sports & Physical Recreation**

Single lets of sports facilities for 24 hours or a more continuous period, to the same person, are exempt from VAT provided the person to whom they are let has exclusive control of them throughout the period

Series of lets – the supply may be exempt for a series of sports facilities sessions provided the following conditions are satisfied:-

- a) the series consists of 10 or more sessions, and
- b) each session is for the same activity;
- c) each session is in the same place;
- d) the interval between each session is at least a day and not more than 14 days;

- e) the series is paid for as a whole and there is written evidence to support this, which must include evidence that payment will be made in full for the series whether or not the right to use the facility is exercised on all occasions. Such evidence would be a formal agreement, exchange of letters or an invoice issued in advance requiring payment for the sessions specified on the invoice.
- f) The facilities are let out to a school, club, association or an organisation for an affiliated club; and
- g) The person has exclusive use of them during the sessions.

If optional extras, i.e. a supply of staff is made, such supplies must be treated according to normal VAT rules.

**Room Hire** - *Please note that Customs are prone to changing the rules on this.*

Hire of room including tables & chairs	Exempt
Including tables, chairs and tea & coffee	Exempt (except where a separate charge is made)
Including tables, chairs, flipchart and overhead projector	Exempt (except where a separate charge is made)
Including tables, chairs and hire of kitchen for food preparation	Exempt
Hire including catering supplied by the authority (school)	Room Hire – Exempt Catering – Standard Rated
Room hire together with access to a bar where bar is operated by the authority, who account for VAT on the takings	Exempt

### **Licensing Act 2003**

Under the Licensing Act 2003 the Council is responsible for the regulation of various ‘licensable activities, and licences are required for the following;

- sale of alcohol and;
- provision of “Regulated Entertainment” (explained below).

(Other Licensable Activities are the sale of alcohol in respect of Members Clubs, and the provision of late night refreshment – food and soft drinks after 11pm. It is assumed for the purposes of this note that they are unlikely to apply to schools)

Your school may carry out one or more of these activities already, and should be appropriately licensed to do so. However, even if you do not hold licences for such activities now, please note that under the new Act your school may need to be licensed.

## **Sale of Alcohol**

A Premises Licence will be granted to the school itself (or more accurately “the proprietor of the educational establishment”), rather than to an individual. Such licences will be granted on a permanent basis and will run until revoked or surrendered.

The Act permits premises (including schools) to carry out more than one of the Licensable Activities. This means that if your school sells alcohol and carries out Regulated Entertainment (which is discussed below), both activities will be covered by the new Premises Licence.

As mentioned, the Premises Licence is not all the school needs if selling alcohol. The Act places responsibility on individuals for the sale of alcohol and therefore the school must nominate a Designated Premises Supervisor (DPS) to be the point of contact for the various enforcement agencies including the Licensing Authority, the Police and the Fire Service.

The DPS must hold a Personal Licence which authorises that person to sell alcohol. The Personal Licence holder does not have to be present on the premises at all times providing he/she has authorised others to sell alcohol in his/her absence. The Personal Licence is valid for 10 years and does not tie an individual to specific premises – a bar manager or otherwise will be able to move freely between venues if needs be.

## **Regulated Entertainment**

Regardless of whether or not alcohol is available, schools must be licensed if they intend to carry out Regulated Entertainment. This includes any of the following activities carried out to any extent for members of the public or a section of the public or for a fee charged with a view to profit:

- performance of a play;
- performance of a dance;
- performance of live music;
- an indoor sporting event.

If the public is not invited and invitations are to a private audience only (such as parents and friends) then a licence may not be required. The distinction between public and private events is not made clear in the Act and time will tell which events will fall into which category. As a general rule, if your event is open to the public (i.e. people other than parents, teachers, pupils and their friends are allowed to attend) and is advertised rather than by invitation only, it will be classed as Regulated Entertainment.

To carry out the activity the school will need to obtain a Premises Licence (which it may already need if it is selling alcohol). However, unlike the position with alcohol, the Premises Licence is all that is required to carry out the activity.

If the number of performances at the school will be less than 12 a year then a school may consider applying for a temporary licence for each event rather

than a permanent Premises Licence. A temporary licence allows no more than 499 people to attend an individual event. In the vast majority of cases this will more than likely prove to be the best option for schools. The Licensing Service will provide further details of how and when to apply.

Schools are exempt from a fee required to obtain a Premises Licence in connection with Regulated Entertainment. The exemption, however, does not apply if the school is also selling alcohol.

Please consider what type of activities you currently have, or would like to have, and if you are unsure whether a licence is required then contact the Licensing Team.

### **Further advice and assistance in relation to insurance**

It is a requirement of any regular or short term hire that the hirer takes out appropriate public liability insurance relating to the activity being carried out. While it is the responsibility of the hirer to take out insurance to a level which is appropriate to the activity being carried out, the Council recognises that it may be difficult for the hirer to obtain such insurance. It may be that in certain limited circumstances (eg use of a room for short meetings only) the school governors decide that the level of risk is low and the cost of obtaining insurance is disproportionately high so that the requirement for insurance can be waived. Before any such decision is made the school shall consult with the Council's insurance section.

### Important Note

If a decision is taken to waive the insurance requirement, this will not waive an individual's personal responsibility for any legal liability for injury or damage. Without insurance they could find themselves at personal financial risk.

[In the event that the hirer is having difficulty in obtaining insurance, the Council's insurers, Zurich Municipal, do operate a community insurance scheme and can be contacted on [0845 725 4910]. Under no circumstances, however, should the school approve or advocate the use of the Council's insurers. Any decision to use Zurich Municipal must be made exclusively by the hirer.]

Useful contacts for this section either by e-mail or telephone are:

Rob Alcock, DCS, Finance 443 5650  
HR Business Units, DCR, CRB Checks 443 3059  
Carlo Markevics, DFIST, Insurance 443 5404  
Michelle Byrne, DCR, VAT 443 3901  
Ian Rushton, DCR, Licensing 443 3933  
Jemma Jones, DCR, Legal Section 443 3794

## Section 4 – Risk Assessment Protocols

### Introduction

It is important that an officer is given responsibility to ensure that areas have been assessed, hazards made safe, areas secured and visitors briefed of relevant safety precautions before a hire/co-location can take place. The following pages are for consideration for each of the areas that are intended to be used by third parties. The risk assessment protocols within this section are lengthy and will not apply in all instances. The proforma (attached at annex 8) is to note the relevant risk and control measures required for hires/co-location. Consideration must also be given to amending the schools Emergency Procedures Sheet to be displayed prominently or given to each hirer.

### Car Parks

Under the Health and Safety at Work Act 1974 employers are required to provide safe access to and egress from the place of work, and to ensure that measures are taken to minimise the risks to the health and safety of anyone affected by the Company's (or in this case, the school's) activities.

The Management of Health and Safety at Work Regulations 1999 state that where there are risks involved, employers are required to undertake an assessment of these risks. The significant findings of the assessment should be written down, and the effectiveness of the control measures reviewed.

Section 17 of the Workplace (Health, Safety and Welfare) Regulations 1992 states that workplaces must be organised so that pedestrians and vehicles can circulate in a safe manner, pedestrians and vehicles should be sufficiently separated, and vehicle routes must be suitably indicated.

Identified risk	Suggested control measure
moving vehicles	<ul style="list-style-type: none"><li>• prohibit vehicle entry into school grounds, physical barriers, speed bumps</li><li>• segregate pedestrians and vehicles – physically or by time restrictions;</li><li>• clear speed limit signs,</li><li>• staff supervision</li></ul>
vehicles reversing	<ul style="list-style-type: none"><li>• one-way system</li><li>• prohibit pedestrians</li><li>• prohibit vehicles</li><li>• clear warning signs</li><li>• staff supervision</li></ul>



parked vehicles blocking view	<ul style="list-style-type: none"> <li>• note vehicles which regularly park blocking the view</li> <li>• verbal warnings and warning letters –</li> <li>• record dates and recipients</li> <li>• yellow hatching</li> <li>• notices</li> <li>• bollards</li> <li>• induction brief to staff</li> </ul>
vehicles parked on pavements	<ul style="list-style-type: none"> <li>• note vehicles which regularly park on pavements</li> <li>• verbal warnings and warning letters – record dates and recipients</li> <li>• yellow hatching</li> <li>• notices</li> <li>• bollards/rails</li> </ul>
unsupervised children	<ul style="list-style-type: none"> <li>• children to be restricted to pedestrian</li> </ul>
delivery vehicles	<ul style="list-style-type: none"> <li>• deliveries to be during lesson times</li> <li>• separate entrance for deliveries</li> <li>• dustbins to be remote from playground</li> <li>• code of practice sent to suppliers</li> <li>• clear direction signs</li> <li>• speed limit</li> <li>• audio reversing sound/reverse camera</li> </ul>
children on pushbikes	<ul style="list-style-type: none"> <li>• specific routes for children on bikes</li> <li>• cyclists to dismount</li> <li>• where children from outside the school use the playground for riding bikes, block off routes</li> <li>• bikes must not be stored where they cause an obstruction</li> <li>• security</li> </ul>
children taking shortcuts across car park	<ul style="list-style-type: none"> <li>• specific pedestrian routes</li> <li>• prohibition on crossing car parks;</li> <li>• Is it quicker for children to cross the car park? – if so, can the routes be rearranged?</li> </ul>
Vehicles parked in front of fire exits	<ul style="list-style-type: none"> <li>• yellow hatching;</li> <li>• notices;</li> <li>• bollards;</li> <li>• Site Manager to control area</li> <li>• Identify vehicles/brief</li> </ul>

## **Visitors**

Under the Health and Safety at Work Act 1974 employers are required to ensure that measures are taken to minimise the risks to the health and safety of anyone affected by the Company's (or in this case, the school's) activities.

The Management of Health and Safety at Work Regulations 1999 state that where there are risks involved, employers are required to undertake an assessment of these risks. The significant findings of the assessment should be written down, and the effectiveness of the control measures reviewed.

<b>Identified risk</b>	<b>Suggested control measure</b>
security	<ul style="list-style-type: none"><li>• all visitors to sign in and be given badges on show</li><li>• all strangers without badges must be challenged, however respectable they look</li><li>• registers of everyone present to be kept at reception</li><li>• Staff member to be present during classes out of hours</li><li>• signing-out procedure to be followed</li><li>• signing-in/out procedure to be monitored</li><li>• entry control</li></ul>
fire	<ul style="list-style-type: none"><li>• induction for all visitors to include emergency procedures – walkabout</li><li>• designated fire officer (from school) to ensure that all registers are collected</li><li>• designated person from each group to bring register</li><li>• clear escape route signs</li><li>• smoke alarms to be installed</li><li>• clear instructions on fire safety – use of equipment, cookers etc.</li><li>• fire drills to be held when groups are in the building</li></ul>
access for pushchairs	<ul style="list-style-type: none"><li>• pavements, pedestrian routes to be wide enough for pushchairs</li><li>• where children are removed from pushchairs, these are to be stored where they do not cause obstruction ie fire exit routes</li><li>• pushchair access restricted to suitable areas</li><li>• access routes to be level, with doors easily opening</li></ul>

contractors	<ul style="list-style-type: none"> <li>• all contractors to be CRB vetted before order is issued where appropriate</li> <li>• all contractors to be issued with code of practice <b>before</b> coming on site</li> <li>• where possible, contractors to work out of school hours is site security is maintained</li> <li>• Site Manager in charge of contractors</li> <li>• Site Manager to ensure that hazardous items are not left around by contractors, during and after the work.</li> </ul>
First aid	<ul style="list-style-type: none"> <li>• first aid box to be provided and checked</li> <li>• emergency information provided at induction</li> <li>• training</li> </ul>

### **First Aid**

Under the Health and Safety at Work Act 1974 employers are required to ensure that measures are taken to minimise the risks to the health and safety of anyone affected by the Company’s (or in this case, the school’s) activities.

The Management of Health and Safety at Work Regulations 1999 state that where there are risks involved, employers are required to undertake an assessment of these risks. The significant findings of the assessment should be written down, and the effectiveness of the control measures reviewed.

The Health and Safety (First-Aid) Regulations 1982 require employers to provide adequate and appropriate first-aid facilities and an adequate number of “suitable persons” to administer first aid.

<b>Identified risk</b>	<b>Suggested control measure</b>
general classroom activity	<ul style="list-style-type: none"> <li>• first aid box available</li> <li>• name of first aider and location of first aid box clearly displayed</li> <li>• source of running water to be available</li> <li>• number of first aiders should be adequate for a first aider to be present at all times, allowing for absence through sick leave, out-of-school activities etc.</li> <li>• eye wash station</li> </ul>
DT (primary schools)	<ul style="list-style-type: none"> <li>• when sharp tools are being used, first aid box to be in the classroom</li> <li>• eye wash station</li> </ul>

science labs	<ul style="list-style-type: none"> <li>• trained first aider to be present at all times</li> <li>• first aid box in science area</li> <li>• fresh running water or eyewash to be available</li> <li>• all substances used must be accompanied by COSHH sheet detailing first aid requirements</li> <li>• any relevant medical information on pupils to be kept in secure place in prep room.</li> <li>• all requirements (3 above) must be provided</li> <li>• means of calling assistance immediately must be provided</li> <li>• PPE for use and spillage to be provided</li> <li>• sharps box to be provided</li> <li>• staff training</li> </ul>
PE – indoors	<ul style="list-style-type: none"> <li>• where the gym is in a separate building, first aid box and first aider to be in the building when it is in use</li> <li>• means of calling assistance immediately must be provided</li> <li>• where the gym is in a separate building, access for emergency vehicles to be kept clear and marked</li> </ul>
PE – outdoors	<ul style="list-style-type: none"> <li>• first aid kit to be on hand</li> <li>• first aider to be on hand</li> <li>• means of communication provided</li> <li>• access for emergency services to be maintained</li> </ul>
workshops/art rooms	<ul style="list-style-type: none"> <li>• trained first aider to be present at all times</li> <li>• first aid box in workshop area</li> <li>• fresh running water or eyewash to be available</li> <li>• all substances used must be accompanied by COSHH sheet detailing first aid requirements</li> <li>• all requirements (4 above) must be provided</li> <li>• means of calling assistance immediately must be provided</li> </ul>

visitors	<ul style="list-style-type: none"> <li>• first aid arrangements to be included in induction</li> <li>• first aid box to be provided in rooms occupied regularly by visitors and checked</li> </ul>
special needs schools	<ul style="list-style-type: none"> <li>• adequate trained first aiders available</li> <li>• means of raising the alarm immediately</li> <li>• suitable first aid box available</li> <li>• suitable lifting assistance available</li> <li>• fresh running water available</li> <li>• PPE to be provided, including gloves</li> <li>• Hepatitis injections to be made available to staff</li> <li>• Information provided on conditions</li> </ul>
out-of school visits	<ul style="list-style-type: none"> <li>• first aid kit and first aider to be provided</li> <li>• where appropriate, first aid arrangements to be identified before the visit takes place</li> <li>• means of communication</li> </ul>

### **Gyms**

Under the Health and Safety at Work Act 1974 employers are required to provide safe work equipment and a safe place of work, and to ensure that measures are taken to minimise the risks to the health and safety of anyone affected by the Company's (or in this case, the school's) activities.

The Management of Health and Safety at Work Regulations 1999 state that where there are risks involved, employers are required to undertake an assessment of these risks. The significant findings of the assessment should be written down, and the effectiveness of the control measures reviewed.

<b>Identified risk</b>	<b>Suggested control measure</b>
damaged floors	<ul style="list-style-type: none"> <li>• floors to be inspected daily by Site Manager</li> <li>• floors to be included in monthly report</li> <li>• mark/guard against access if required</li> </ul>
slippery floors	<ul style="list-style-type: none"> <li>• spillage procedure to be clear to all staff</li> <li>• spillage equipment to be available</li> <li>• where the gym is also the dining hall, named members of staff/kitchen staff in charge of checking that the floor is clean after lunch</li> <li>• Site Manager or Head Teacher to check condition of floor after lunch</li> <li>• PE teacher to check floor before each class</li> </ul>

carrying equipment, benches etc	<ul style="list-style-type: none"> <li>• in primary schools, replace heavy wooden benches with lighter alloy ones.</li> <li>• no equipment to be carried without supervision</li> <li>• staff to be trained in manual handling techniques</li> <li>• use equipment supplied ie trolleys</li> </ul>
storage of equipment	<ul style="list-style-type: none"> <li>• designated storage place for each piece of equipment so that other items do not need to be pulled out for access</li> <li>• equipment should not block or interfere with electrical installations, switches etc</li> <li>• adequate lighting in storage area</li> <li>• clear labelling</li> </ul>
damaged equipment	<ul style="list-style-type: none"> <li>• annual check by competent persons and taken out of service if necessary</li> <li>• system for reporting defects</li> </ul>
slips, trips and falls	<ul style="list-style-type: none"> <li>• first aid kit and trained first aider available, particularly if gym is in a separate building</li> <li>• no equipment to be lying around when not actually in use</li> </ul>
falls from heights	<ul style="list-style-type: none"> <li>• no climbing without supervision</li> <li>• restricted number of pupils at heights at any one time</li> <li>• no children on stage without supervision</li> </ul>
poor ventilation	<ul style="list-style-type: none"> <li>• condition of windows included in monthly report</li> </ul>
fire	<ul style="list-style-type: none"> <li>• suitable fire extinguisher to be available</li> <li>• where the gym is in a separate building, clear fire notices to be provided</li> <li>• fire doors to be checked daily</li> <li>• where the gym is used after hours, premises to be checked by Site Manager or nominated person before they are vacated</li> <li>• equipment should not block fire exits at any time</li> <li>• instruction given to supervisors</li> </ul>

### **Fire Doors**

Under the Health and Safety at Work Act 1974 employers are required to provide safe access to and egress from the place of work and to ensure that measures are taken to minimise the risks to the health and safety of anyone affected by the Company's (or in this case, the school's) activities.

The Fire Precautions (Workplace) (Amendment) Regulations 1999 require employers to ensure that there are suitable fire escape routes and exits, which

can be opened easily and the section 18 (e) Workplace (Health, Safety and Welfare) Regulations 1992 state that doors and gates which can be pushed from either side must be “of such a construction as to provide, when closed, a clear view of the space close to both sides.” While the regulations quoted refer to employees, it is unlikely that in a school the need for safety cannot be extended to include children. The level of risk from doors in the situations assessed must be weighed up against the level of risk from fire spreading.

The Management of Health and Safety at Work Regulations 1999 state that where there are risks involved, employers are required to undertake an assessment of these risks. The significant findings of the assessment should be written down, and the effectiveness of the control measures reviewed. This unit is designed to assess the risks presented by doors which are too heavy for small children to open, or which have vision panels too high for small children or children in wheelchairs.

Identified risk	Suggested control measure
doors too heavy for small children to open	<ul style="list-style-type: none"> <li>• replace doors</li> </ul>
fire doors which have to be jammed open due to heat	<ul style="list-style-type: none"> <li>• take regular measurements of temperature in classrooms</li> <li>• check windows open properly</li> <li>• provide alternative air flow</li> <li>• ensure heaters are not on too high</li> <li>• check that fire doors are essential in this position</li> </ul>
fire doors which are jammed open to allow movement of children	<ul style="list-style-type: none"> <li>• check that fire doors are essential in this position</li> <li>• check that the doors are shut again when children have passed</li> <li>• nominated person (Site Manager?) to check regularly that doors are shut</li> <li>• use of release systems</li> </ul>
fire doors which jam open on damaged floor	<ul style="list-style-type: none"> <li>• repair floor</li> <li>• check fire door is not damaging the floor – if so re-align door</li> <li>• check door is still fire proof</li> <li>• check that floor cleaners are not damaging the floor – if so replace/repair them</li> </ul>
doors with vision panels too high	<ul style="list-style-type: none"> <li>• lower vision panels</li> <li>• replace door</li> </ul>
doors do not open wide enough for wheelchairs	<ul style="list-style-type: none"> <li>• special handles for wheelchair users</li> <li>• replace door</li> </ul>

### **Mobile Classrooms**

Under the Health and Safety at Work Act 1974 employers are required to provide a safe place of work, and safe access to and egress from the place of work and to ensure that measures are taken to minimise the risks to the health and safety of anyone affected by the Company's (or in this case, the school's) activities.

The Workplace (Health, Safety and Welfare) Regulations 1992 makes further specifications, in particular that workplaces are properly ventilated, of a reasonable temperature, with windows which open easily and without endangering people, and that toilets are readily accessible

While mobile classroom units were designed and intended to be temporary, many have been in use for some years. They should be as safe as permanent structures. If the cost of control measures is considered too high for temporary structures these should then be replaced with permanent structures. Leaving hazards uncontrolled because the situation is "temporary" places children and staff at risk over several years.

The Management of Health and Safety at Work Regulations 1999 state that where there are risks involved, employers are required to undertake an assessment of these risks. The significant findings of the assessment should be written down, and the effectiveness of the control measures reviewed.

<b>Identified risk</b>	<b>Suggested control measure</b>
Fire Bell cannot be heard	<ul style="list-style-type: none"><li>• Ensure additional fire alarm bell is installed and linked to main building system</li><li>• Visual strobe fitted</li></ul>
Inadequate fire extinguishers	Ensure appropriate fire extinguishers are installed and marked
Inadequate storage space	<ul style="list-style-type: none"><li>• Store bulk of equipment in main school.</li><li>• Ensure that escape routes do not become obstructed</li><li>• Re-assess regularly</li></ul>
Space below where fires can be lit	Daily checks to ensure space is clear through good housekeeping
Combustibles allowed to accumulate in space below unit	<ul style="list-style-type: none"><li>• Never allow combustibles to be stored in space below.</li><li>• Daily checks</li></ul>



Windows do not open easily	If windows cannot be opened, ensure that the room is ventilated by other means.
Toilet facilities are distant/children have to cross unsafe areas unaccompanied	Set up procedure to ensure that children will never be unaccompanied in unsafe areas eg consider Saniflo systems

### **Playgrounds**

Under the Health and Safety at Work Act 1974 employers are required to ensure that measures are taken to minimise the risks to the health and safety of anyone affected by the Company's (or in this case, the school's) activities.

The Management of Health and Safety at Work Regulations 1999 state that where there are risks involved, employers are required to undertake an assessment of these risks. The significant findings of the assessment should be written down, and the effectiveness of the control measures reviewed.

<b>Identified risk</b>	<b>Suggested control measure</b>
uneven surface	<ul style="list-style-type: none"> <li>• Repair or resurface</li> </ul>
metal pipes etc sticking out	<ul style="list-style-type: none"> <li>• resurface</li> <li>• remove pipes</li> <li>• concrete over</li> </ul>
broken glass	<ul style="list-style-type: none"> <li>• glass to be removed daily by hand</li> <li>• industrial vacuum cleaner</li> <li>• system of checking that glass is removed daily</li> <li>• PPE provided</li> <li>• waste container</li> <li>• sharps policy</li> <li>• identify cause</li> </ul>
debris at perimeter	<ul style="list-style-type: none"> <li>• regular checks</li> <li>• record of persistent source of debris</li> <li>• legal representation</li> </ul>
bushes which have to be out of bounds	<ul style="list-style-type: none"> <li>• removal of bushes</li> <li>• move fencing</li> </ul>
public access	<ul style="list-style-type: none"> <li>• legal representation</li> <li>• fence off right of way</li> </ul>

playground equipment	<ul style="list-style-type: none"> <li>• maintenance agreement with suppliers</li> <li>• daily checks – with checklist</li> <li>• checks at beginning of day and before each use</li> <li>• record of checks (at least weekly)</li> <li>• staff supervision</li> <li>• user numbers restricted according to manufacturer's instructions</li> <li>• place damaged equipment out of use</li> </ul>
bins	<ul style="list-style-type: none"> <li>• cleaning regime</li> <li>• covers to be on</li> <li>• bins to be secured to stop them being moved</li> <li>• bins should not be against buildings</li> <li>• bins should be placed where dust carts can reach them without endangering pupils</li> </ul>
gates and fencing	<ul style="list-style-type: none"> <li>• check for corrosion, sharp edges, loose hinges etc.</li> </ul>

### **Fire**

Under the Health and Safety at Work Act 1974 employers are required to ensure that measures are taken to minimise the risks to the health and safety of anyone affected by the Company's (or in this case, the school's) activities. The Fire Precautions (Workplace) (Amendment) Regulations 1999 specify that not only the employer, but also the person in control of a workplace, must ensure that the workplace complies with requirements.

The Management of Health and Safety at Work Regulations 1999 state that where there are risks involved, employers are required to undertake an assessment of these risks. The significant findings of the assessment should be written down, and the effectiveness of the control measures reviewed.

<b>Identified risk</b>	<b>Suggested control measure</b>
People impaired hearing/vision impaired mobility	<ul style="list-style-type: none"> <li>• Appoint staff to assist these people</li> <li>• training</li> </ul>

<p>Hazards chemicals flammables gases electrics combustibles accumulated combustibles near electrics smoking permitted items in stairwells area rarely used room within room</p>	<ul style="list-style-type: none"> <li>• Check COSHH assessment</li> <li>• Remove or substitute if possible</li> <li>• Store in own clearly labelled container</li> <li>• Store in small quantities</li> <li>• Keep containers closed when not in use</li> <li>• Keep store locked</li> <li>• Keep store well lit</li> <li>• Store should be well ventilated</li> <li>• No source of ignition</li> <li>• Install smoke alarm in unoccupied areas</li> </ul>
<p>Fire detection smoke detector alarm button</p>	<ul style="list-style-type: none"> <li>• Ensure smoke detectors are checked regularly and cleaned</li> <li>• Ensure alarm is on an escape route, is checked once a week and is audible in every part of the building</li> </ul>
<p>Means of escape alternative routes routes clearly identified doors checked daily doors open in direction of travel doors open easily fire doors kept shut no combustibles on route no obstructions on route wheelchair/pushchair access staircase: no slips/trips</p>	<ul style="list-style-type: none"> <li>• Identify alternative routes</li> <li>• Clearly mark escape routes</li> <li>• Ensure wide enough for wheelchairs</li> <li>• Check daily to ensure no obstructions or combustibles on route</li> <li>• Regular checks to ensure doors open easily and in direction of travel</li> <li>• Daily checks for slip/trip hazards</li> </ul>
<p>Extinguisher clearly marked suitable handle 1m above ground on escape routes securely fixed to wall within 30m max. staff trained in use</p>	<ul style="list-style-type: none"> <li>• Clearly mark all extinguishers</li> <li>• Ensure that they are suitable for the area in which they are placed</li> <li>• Position securely to wall 1m above ground within 30m</li> <li>• Train staff in use of fire extinguishers and procedures following use</li> </ul>
<p>Responsibilities visitors LINC/mother+toddler mobile units help with wheelchairs calling fire brigade records sweeping</p>	<ul style="list-style-type: none"> <li>• Identify Fire Marshals</li> <li>• Ensure that everyone is aware of their responsibilities</li> <li>• Train appropriate personnel</li> <li>• Have regular fire drills and alarm tests</li> </ul>

Useful contacts regarding this section either by e-mail or telephone are:  
George Smith, DCS, Health and Safety 443 3294  
Alison Wooding, DCS, Healthy and Safety 443 3294  
Carlo Markevics, DCR, Insurance 443 5404

**Decision by Governing Body Not to Charge Market Rent for Third Party Use of School Premises**

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**Name of School .....**

**Name of Third Party Organisation.....**

**Nature of business/activity of Third Party .....**

**Estimated value of subsidy.....**

**Reason for granting the subsidy.....**

**Benefits for the School? Community?.....**

**Are there any potential conflicts of interest? How have these been addressed?**

**Has a risk assessment been carried out? Have identified risks been mitigated?**

**Does the third party organisation carry its own insurance cover?**

**Date approved by Governing Body.....**

**Minutes of Governing Body Meeting Attached? If not why?**

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***A copy of this decision proforma should be sent to the Executive Director of Children's Services for evaluation BEFORE any formal decision is communicated to the Third Party organisation.***

## DECLARATION OF PECUNIARY INTERESTS

**Name:**

**Status: Governor**

**Complete either statement A or B**

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### Statement A

I have read the document entitled **Register of Pecuniary or Business Interests (Disclosure of Interests)** and I declare that I do not have any interest(s) which may conflict with my duties as a governor/employee of the School.

I agree that in the event of any interest(s) arising after making this declaration, I will declare to the Governing Body any such interest(s) and will complete and submit to the Headteacher a further Declaration of Interests form.

**Signed:**..... **Date:** .....

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### Statement B

I have read the document entitled **Register of Pecuniary or Business Interests (Disclosure of Interest)** and I declare that I have the following interest which may conflict with my duties as a governor/employee of the School:

1. ....
2. ....
3. ....

If necessary, continue on separate sheet of paper.

I agree that in the event of any further interest(s) arising after making this declaration, I will declare to the governing body any such interest(s) and will complete and submit to the clerk a further Declaration of Interests form.

**Signed:**..... **Date:** .....

## **REGISTER OF PECUNIARY OR BUSINESS INTERESTS**

### **(Disclosure of Interests)**

**The governing body and school staff have a responsibility to avoid any conflict between business and personal interests and the interests of their school. To assist in achieving this responsibility and to meet legal requirements, all schools maintained by the LEA must maintain a Register of Pecuniary or Business Interests.**

Disclosures of interests should include not only interests of individual governors and staff, but also interests of relatives, personal associates or any other person known to the governor or member of staff who may exert influence.

#### **The following procedures should be followed: -**

- At the first meeting of the governing body in the new academic year all governors must make a declaration of interests.
- Declarations are to be made in writing.
- The Clerk to Governors will be responsible for maintaining the Register of Interests.
- The Register of Interests may consist of a written document, or a computer database, or the Declaration of Interests forms held in a suitable binder/file. If a written/printed document or a computer database is used it must contain all information provided in the Declaration of Interests forms.
- The Register of Interests should be available to authorised officers of the LEA and all governors and parents.
- Governors must declare to the governing body any interests arising after making their annual declaration and must complete and submit a further Declaration of Interests form.

#### **The following interests should be declared:**

### **EMPLOYMENT, OFFICE, TRADE, PROFESSION OR VOCATION**

Individuals should list every employment that must be declared for income tax purposes, including the nature of job and employer.

#### **14 CONTRACTS**

A description of all contracts, which are not fully discharged. For example, contracts for the supply of goods, services or works to the school.

#### **15 INTERESTS IN COMPANIES AND SECURITIES**

All companies or other bodies that (to the persons knowledge) are active in the school's area and in which they have a substantial interest.

An individual has a substantial interest if they own (or have a beneficial interest in) shares or other securities in the company with a nominal value of £25,000 or more than one hundredth of the companies issued shares or securities.

A company or body is active in the school's area if it has land or business in that area.

**Any other interest** that in the view of any reasonable person may influence decisions made by a governor or member of staff on behalf of the school.



**Hire Letter** – to be sent with Standard Conditions of Hire & Standard Booking Form

**School Logo / Letter headed Paper**

Dear Sir/Madam

Thank you for your recent enquiry into hiring \_\_\_\_\_ at \_\_\_\_\_ School. Please find enclosed the following documents for information and completion.

**Standard Conditions of Hire (for consideration)**  
**Standard Booking Form (for completion and return)**

In order for the application to be processed please complete and sign the Standard Booking Form and return to \_\_\_\_\_ thereby formally placing the booking and agreeing to the terms of the Standard Conditions of Hire.

Please note that, subsequent to booking confirmation, it will not be possible to offer a refund on the grounds of cancellation by hirers without written agreement from the school at least 8 days before the date of the booked event.

If you have any queries regarding this matter please contact myself on the number below.

Yours faithfully

School Administrator



<b>Standard Booking Form</b>				<i>School Logo</i>			
<b>Name of School</b>							
<b>Date of Booking</b>		<b>From</b>				<b>To</b>	
<b>Time of Booking</b>		<b>From</b>				<b>To</b>	
<b>Name of Hirer</b>							
<b>Signature</b>							
(denotes confirmation of terms stipulated in the Standard Conditions of Hire)							
<b>Address</b>							
<b>Contact Tel. Number</b>							
<b>Organisation</b>							
<b>Purpose of Hire</b>							
<b>Rooms Required</b> – note if times used differ from above please state times each room is being booked for. Use continuation sheet if more than 3 are being used		1.		<b>Time From:</b>		<b>Time To:</b>	
		2.		<b>Time From:</b>		<b>Time To:</b>	
		3.		<b>Time From:</b>		<b>Time To:</b>	
<b>Hire Fees</b>		<b>Total Cost</b>		£		<b>Deposit Paid</b>	
				£		<b>Balance Due</b>	
<b>Deposit Paid On</b>		/ /		<b>Balance Paid on</b>		/ /	
<b>Copy of Public Liability Insurance enclosed - circle as appropriate</b>				<b>Yes</b>		<b>No</b>	
				<b>Comment</b>			
<b>Equipment To Be Used (Council)</b> use continuation sheet if necessary		1.					
		2.					
		3.					
		4.					
		5.					

# **Directorate of Children's Services**

## **Standard Conditions of Hire**

### **Knowsley Metropolitan Borough Council Schools**

If the hirer is in any doubt as to the meaning of the following, the school should immediately be consulted. For the purpose of this document reference to the council is to Knowsley Metropolitan Borough Council and includes the Executive Director of Children's Services or his nominated officer. Note that this document contains nine (9) pages. If any pages are missing or incomplete you are advised not to complete Standard Booking Form.

#### **1. Supervision**

- 1.1 The hirer will during the period of this hiring agreement, be responsible for supervision of the premises, the fabric and the contents; their care, safety from damage however slight and the behaviour of all persons using the premises whatever their capacity; including proper supervision of car parking arrangements so as to avoid obstruction of the highway.
- 1.2 The hirer is responsible for ensuring that appropriately qualified persons are in attendance at all times whenever necessary for the purpose of the activity of the hire.

#### **2. Use of the premises**

**Note:** For the purpose of this agreement the definition of "premises" includes both buildings, and where applicable, outdoor recreation or sports pitches which are hired out under the conditions of this agreement, where such premises are owned or managed by the school and/or the council.

- 2.1 The hirer shall not use the premises for any purpose other than that described in the booking form and shall not sub-hire or use or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption or sale of alcoholic liquor on the premises without written permission of the school.
- 2.2 Where the school deems it necessary the hirer may be required to meet with its representative at the premises to discuss matters such as emergency procedures, risk assessments, first aid requirements, car parking arrangements, use of equipment, monitoring and maintenance of appropriate numbers of people at the venue, etc and any other matters as necessary.
- 2.3 Where the hire includes the hirer or persons under the hirer's supervision using school equipment as part of the booking agreement

those persons must use such equipment in the manner specified in the manufacturer's guidance documents / manuals, access to which will be provided by the school. The hirer must report any failure, damage to or loss of any equipment belonging to the school to the relevant officer of the school.

- 2.4 All booking times must consider and include preparation time and clearing up / away time. Where the hirer exceeds the agreed booking time they will incur additional charges relevant to the fees for those room(s) to the amount of one additional hours fee for the first hour or part thereof of time exceeded, continued and repeated into the second and subsequent hours or parts thereof until the hire is completed. Unless you have asked for and been given approval in advance to an extension of hours by an authorised officer of the school, the hire will only be permitted at the venue between the start and end times shown on the booking form.
- 2.5 At the discretion of the school a minimum number of school staff may be specified relevant to the nature of the activities of the hire and the numbers of people attending and the venue itself. Where this requires attendance of additional staff over and above the typical allocation for that facility on that particular day and time such costs will be added to the standard booking fees. Where such additional costs are to be levied the hirer will be notified of the amounts at the time of booking.
- 2.6 The hirer will at all times where relevant ensure that the hire does not interfere with other users or groups attending the school at the same time and that due consideration to others is given, having particular regard to the character of the area.

### 3. **Regulations**

- 3.1 The hirer shall comply with all the conditions and regulations made in respect of the premises by the fire authority, local authority, local magistrates' court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment.
- 3.2 You must ensure that hire activities are conducted in accordance with English law. Without limiting this obligation, the hirer's attention is drawn to obligation to adhere to: -
  - 3.2.1 The Race Relations Act 1976  
This Act makes it illegal to discriminate on racial grounds. The activity must ensure that every individual is treated fairly irrespective of their race, religion or nationality.
  - 3.2.2 The Race Relations Amendment Act 2000  
This Act extends the Race Relations Act 1976 act to the police and other public authorities. The hirer must ensure that the Race

Relations Act 1976 act is followed by everyone organising the hire activity in taking any measures to supervise or safeguard the hire activity.

3.2.3 The Public Order Act 1986 (and in particular Part III)

Part III of this Act makes it illegal to commit any act or use any words so as to incite or stir up of racial hatred. Hirers must not permit at their activity the use of any words or behaviour, or the display or distribution of any written material which is likely to incite racial hatred.

3.2.4 The Human Rights Act 1998

The act gives effect to the rights and freedom guaranteed under the European Convention on human rights. Hirers must ensure that in carrying out their activity that they do not act in any way that is incompatible with those human rights.

3.2.5 The Crime And Disorder Act 1998

Any acts committed which are racially aggravated or which result in crime or disorder, are an offence under the act. Hirers must ensure that their activities do not engage in any activities that are likely to result in crime or disorder or anti-social behaviour.

3.2.6 The Occupiers Liability Acts 1957 And 1984

For the purpose of the Occupiers Liability Acts 1957 and 1984, the hirer undertakes to act as the occupier of the premises for the duration of the event. The two acts make the occupier liable for injury suffered by any persons or damage resulting to goods due to the state of the premises or things done or omitted to be done there. The hirer must ensure that in organising and running their activity they do not cause injury to any person or goods.

3.2.7 The Licensing Act 2003

If alcohol is to be sold or entertainment to take place during this hire prior agreement from the school must be sought as the school will require a Premises License. Clarification must also be sought to who will be required to hold the Personal License.

3.3 All conditions and regulations made in respect of the premises can be inspected on request. The hirer will at all times assist school staff in the execution of their duties where compliance with school protocols requires their involvement. Such things will include the completion of accident / incident report forms, notification of damages, participation in actual or simulated evacuations / fire drills, etc.

3.4 Health and hygiene - the hirer shall, if preparing or selling food observe all relevant food health and hygiene legislation and regulations.

3.5 The hirer will not bring onto the premises any substances that are highly flammable, toxic, explosive, corrosive, poisonous, or similar

materials (including substances stored under pressure), or any other substances which may affect the health and safety of persons using the facility, without permission from the school and then only where all licenses, regulations and appropriate safety measures have been undertaken. The hirer maintains responsibility for monitoring the actions of participants in the hire activity under their charge to ensure no such materials are brought onto the premises by them during the course of the hire.

**Explicitly, the discharge of fireworks is strictly prohibited – failure to comply with this regulation will result in the instant termination of the hire agreement and the closure of all activities there.**

- 3.6 The hirer understands and accepts and agrees to comply with the regulations under which school staff are instructed to deliver private hire services through it's facilities.
- 3.7 Accidents and dangerous occurrences - the hirer must report all accidents involving injury to the public to the site manager designated by the school as soon as possible. Any failure of equipment either that belonging to the school or brought in by the hirer must be reported to the site manager designated by the school as soon as possible. The hirer is responsible for the behaviour of all persons using the premises as part of their activity and must pay the school for any damage they do. Recovering this cost from the persons who actually did the damage will be the hirer's responsibility.
- 3.8 Animals - the hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed in advance by the school. And no animals whatsoever are to enter the kitchen at any time.
- 3.9 Compliance with The Children Act 1989 - the hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Children Act 1989 and that only fit and proper persons have access to the children. Specifically those working with unsupervised access to children must satisfy the school that satisfactory disclosures have been obtained for such persons via the Criminal Records Bureau (CRB).

The hirer is required to provide written confirmation that any and all persons employed or used by the organisation, paid or unpaid, who are required to do so in relation to the activities to be undertaken as part of the private hire, have a CRB disclosure at an appropriate level, which is less than 2 years old at the date of application for the private hire, which has been assessed and accepted by a person or persons in authority from your organisation, who deems them suitable to work in a position of trust. At the discretion of the school, your application for private hire may be refused by failure to comply with this condition.

Written confirmation of the above should include your organisation's name and full address, the names of each person required to hold a disclosure, the level they hold, and the date they received it.

As an individual cannot apply for a CRB check personally the school can undertake the check and charge the applicant for this service. The certificate is then transferable to other venues for a period of two years.

Where your organisation's activities as part of the private hire do not require persons employed or used by the organisation, paid or unpaid, to hold a CRB disclosure you are required to confirm this in writing also.

- 3.10 The hirer shall ensure that the minimum of noise is made on arrival and departure.
- 3.11 The hirer must, if requested, produce for inspection any health and safety documents, such as risk assessments, site plans and method statements.
- 3.12 The hirer must get permission for use of a loudspeaker or similar sound-amplifying device from the authorised school officer, in advance of the hire date.
- 3.13 The hirer must give a list of the names of all stallholders and the types of stall they will run to the authorised officer of the school, in advance of the hire date.
- 3.14 The hirer must give a list of any speakers, which also lists the topic each will address, to the authorised officer of the school, in advance of the hire date.
- 3.15 The hirer must not permit any stall or speaker for which approval has not been given to take part in the hire activity at the venue. If the hirer allows such stall or speaker the school may shut down the hire activity without paying the hirer any compensation.

#### **4 Decorations and Advertising**

- 4.1 No alterations to the structure, fittings, decorations or furnishings of the premises are to be made.
- 4.2 The hirer must obtain approval from the school for any advertising / promotional literature in relation to the hire prior to its distribution. The school retains the right to request alteration to such materials necessary to comply with any relevant conditions and regulations, failure to comply may result in termination of this agreement. The hirer shall not permit fly posting or any form of unauthorised

advertisements for any event taking place at the premises and shall indemnify the school accordingly against all action claims and proceedings arising from any breach of this condition.

4.3 To this end no photographs, placards, bills, advertisements or notices are to be displayed inside or outside any part of the premises except with the previous written consent of the school and then only in such positions as may be separately approved.

4.4 In respect of 4.3 above no photographs, placards, bills, advertisements or notices are to be affixed to any wall or fence in or enclosing the event area, to or upon any tree or plant, to or upon any part of any building barrier or railing, or any seat or any other fixture, signpost, lamppost or ornament, in or near the premises and which belongs to the school or the council.

4.5 The hirer must not permit fly posting or any form of unauthorised advertisements for their hire activity. The hirer must pay the school the full cost of all action, claims, legal proceedings or works the school has to have done arising from any breach of this condition.

## **5 Electrical Equipment**

5.1 No lighting, heating, power or other electrical fittings or appliances in the premises are to be altered, moved or interfered with in any way.

5.2 No additional lighting, heating power or other electrical fittings or appliances are to be installed or used without the prior written consent of the school. All electrical equipment provided by the hirer for use in the premises must comply in all respects with:-

The Electricity At Work Regulations 1989.

British Standard BS 7671 of 1992. (institute of electrical engineers wiring regulations 16<sup>th</sup> edition) and all revisions and amendments thereto.

All appropriate test certificates must be produced for inspection.

5.3 The school reserves the right to refuse permission to connect any item of equipment to the premises' fixed wiring system without reason being given.

## **6 Indemnity**

6.1 The hirer shall indemnify the school for the cost of repair of any damage done to any part of the premises including the contents of the premises which may occur during the period of the hiring as a result of the hiring.

- 6.2 The hirer shall indemnify the school in respect of any claim or action arising out of any breach of copyright in respect of any performance of any literary, dramatic or musical work, which takes place or is given on the premises during the period of the hiring.

## **7 Entry to Premises**

- 7.1 The hirer shall permit the school to enter the premises at any reasonable time without prior notice to ascertain whether the terms of this agreement have been complied with or for any other lawful purpose.

## **8 Termination**

- 8.1 Should the hirer fail to observe or perform the provisions of this agreement the school reserves the right to terminate the agreement immediately and the hirer may be required to immediately vacate the premises. Such termination shall not release the hirer from the obligations to the school in respect of this hire agreement and the school shall be entitled to retain for its own use any deposit paid or sue for the balance of monies owing.

## **9 Injury To Persons And Loss Of Property**

- 9.1 The school will not be liable for the death of or injury to any person attending the premises for the function the subject of the hiring or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the hirer in the exercise of the rights granted by the agreement except where such death, injury or loss is due to the negligence of the school.
- 9.2 The school will not, under any circumstances, accept responsibility or liability in respect of any damage to or loss of any goods, articles or property of any kind, brought into or left at the premises either by the hirer for his own purposes or by any other person, or left or deposited with any officer or employee of the school.

## **10 Cancellation By Hirer**

- 10.1 Cancellation by the hirer must be given to the school no less than eight days prior to the hire date. Where notice of cancellation is given less than eight days prior to the hire date, any refund or waiver of the hire fee paid or due shall be at the sole discretion of the school.

## **11 Requirements At End Of Hiring Period**



- 11.1 The hirer must ensure that the premises are vacated at the agreed time on the booking form. If additional time is required the hirer should seek approval from the school at least 48 hours before the hire date.
- 11.2 The hirer shall be responsible for leaving the premises and the surrounding area in a clean and tidy condition, properly secured and any contents temporarily removed from their usual positions properly replaced, otherwise the school shall be entitled to make an additional charge. The hirer shall ensure that all property brought into the premises is removed immediately after each use.

## **12 Cancellation By School**

- 12.1 The school reserves the right to cancel this hiring agreement at any time by giving notice in writing to the hirer at the address given on the booking form, whenever it is of the opinion that the continuance of the hiring would not be in the interests of the good management of the premises, or is detrimental to the core values and diversity policy of the council or the school, or in the event of the school, the government, the council or other public body requiring the use of the premises for any matter of special importance.
- 12.2 In the event of the premises or any part thereof being rendered unfit for the use for which it has been hired the school shall not be liable to the hirer for any resulting loss or damage whatsoever.

### **13 Obligations Of The School**

- 13.1 The school shall provide at its own expense for the cleaning, heating and lighting of the premises but shall not be responsible for any failure or defects.

### **14 Payment Provisions**

- 14.1 The hirer shall pay to the school a deposit of 50% of the hiring fee at the time of booking the premises. The balance of the fees and any other sums due will be paid not less than 8 days before the commencement of the hiring period.

- 14.2 The deposit shall be returnable if:

- The premises are, in the opinion of the school, unfit for use by the hirer on the date of commencement.

or

- The hirer gives notice to the school not less than 8 days before the date of commencement of the hiring period that they wish to cancel the hiring and the school is able to effect an alternative hiring. Otherwise the school will be entitled to retain the deposit and charge the balance of the whole of the hire fee.

### **15 Insurance**

- 15.1 The hirer must provide proof that they are insured at the time of acceptance of the booking and prior to commencement of the hire, the minimum requirement is:

Public liability cover - £2million

- 15.2 A copy of the current insurance certificate, or written confirmation of cover, from the hirer's insurer or broker, must be provided by the hirer. Copies of such documents will be held at the premises.

- 15.3 If proof of insurance cannot be provided, the hire shall be terminated immediately.

- 15.4 The hirer must obtain all licences required by law for the hire activity, such as for example public entertainment licence. The fact that the school has signed these terms and conditions does not mean that the school or the council also grants the hirer any licences which the hirer has, by law, to apply to the council for and the hirer must do this separately.

For School Use Only:		<i>Tick</i>
<b>Checklist</b> Place tick opposite item when completed	1. Hirer received copy of Standard Conditions of Hire	
	2. Hirer received copy of completed Booking Form	
Where an item has not been completed you must ensure it is done so <b>before</b> the booking goes ahead. Seek guidance from the Headteacher or LA if query arises	3. Hirer received copy of Emergency Procedures Sheet specific to each school/site	
	4. Hirer received copy of relevant users manuals / guides for any School equipment to be used as part of hire	
	5. Hirer has been informed of maximum attendance numbers for each room to be used (where relevant)	
	6. School received copy of Public Liability Insurance Certificate / cover letter from broker	
	7. School have received copy of electrical test certificates where relevant (enter "N/A" if not relevant)	
	8. Advertising materials seen and verified	
	9. Arrangements for the inspection of equipment and rooms have been made.	
	10. All requirements relating to the Licensing Act 2003 have been adhered to.	
	11. Hirer / School Pre Use meeting required (Yes / NO). If no why?	
	12. If Pre-Meet with Hirer is advised enter date here Ensure a note is made of any pre-meeting, items discussed and the names of those present.	
13. Hirer Cancellation Date <i>i.e. the date 8 days prior to the hire after which cancellation may result in the hirer still being required to pay the hire fee in full or in part (see Standard Conditions of Hire item 10.1)</i>		
School rep completing this Form		
Designation		
Date Completed		
Notes: <i>include name, address &amp; telephone number of person attending on the date / time of hire designated as the person responsible on the day of the event should the Hirer not be present on the day.</i>		



