



Orleans Primary School

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Conditions for hire of the school premises updated January 2020

The person signing the hire agreement is deemed to be "the Hirer" and will be responsible for the observance of the conditions as detailed below and ensuring order.

Safeguarding

Prior to the date of the first letting the school must be given a copy of each Hirer's Safeguarding Policy and must be given the date that their staff have had safeguarding training.

The school will conduct our own checks on prospective hirers to determine that they are not promoting extremist groups. If the school has any suspicions then these will be escalated to the Local Authority.

If a particular letting involves contact with the school's pupils or other young people then -

- Any organisation submitting a lettings request involving working with children and/or young people must submit written evidence to the school that appropriate policies and procedures are in place with regard to safeguarding children and child protection and provide evidence to the school of criminal record checks for all staff and others working closely with children. Outside agencies running clubs must sign the schools 'Safeguarding Agreement' and return it to the school prior to the commencement of the club.
- The Governing Body will ensure that there are arrangements in place to liaise with the school on these matters.
- The Governing Body may require criminal records checks (DBS) relating to staff and other adults using school premises at a time when school pupils or other young people may be on site.
- The Governing Body will require evidence of appropriate qualifications for hirers using facilities for specific activities.
- Where the activity is for example an after-school sports club, sports coaches must also follow the Local Authority Guidelines for Working in Schools.

Lost Property

It is the responsibility of the club provider to clear all items left at the end of the letting and ensure that pupils leave the hall with the personal belongings that they came in with. Any items left should be put into the lost property container in the playground.

Complaints

All club providers must have a complaints policy, a copy of which must be shared with the school. Club providers agree to inform the school if they receive any complaints about the quality of their provision so that the school is aware and can monitor if necessary.



Richmond upon Thames
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Attendance

The Hirer shall be responsible for ensuring that the number of persons using the premises does not exceed that for which the application was made and approval given.

Behaviour

The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated.

Public Safety

The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct, and - where applicable - the Hirer must adhere to the correct adult/child ratios at all times. The Hirer shall be informed of the maximum number of attendees for each venue at the time of hire application.

In the event of an emergency, all occupants must leave the school by the nearest exit and assemble at the venue area as advised to them by the hirer (as detailed in the terms and conditions of hire document). The Hirer is responsible for familiarising themselves with emergency exits and must ensure that participants are aware of emergency evacuation procedures and assembly points. It is good practice to carry out emergency evacuation drills at suitable intervals. The Hirer must, at all times whilst participants may be on site, have immediate access to participants' emergency contact details, and have access at all times to a mobile phone.

It should be noted that the school carries out a Fire Alarm Test every Monday at 4.00pm.

Own Risk

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

Damage, Loss or Injury

The Hirer warrants to the Governing Body that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. The minimum limit for this insurance cover is £2 million. The Hirer must produce the appropriate schedule of insurance cover before the letting can be confirmed.

Neither the school, nor the Local Authority, accepts responsibility for loss, damage, accident or injury to persons or property and the Hirer shall indemnify the school against all loss and damage to property and equipment and injury or death of people.

Period of hire

The Hirer is responsible for ensuring that time for all preparation and clearing up is provided for in any booking. Where preparation or clearing up takes place outside of the specified times for a booking, an additional charge may be incurred.

Charges

Hire charges are reviewed annually and current charges are set out in the Hire Agreement. The Hirer acknowledges that the charges given may be increased from time to time.

Payment for letting

The person applying to hire the premises will be invoiced for the cost of the letting in accordance with the Governing Body's current scale of charges. Payment must be received by the school no

later than 7 days prior to the commencement of the letting. The Hirer will be subject to an administration fee for late payment, again, in accordance with the Governing Body's current scale of charges. Cheques should be made out to "Orleans Primary School" and sent to the School Business Manager.

Permission/Cancellations

The school reserves the right to refuse permission for use of the premises without giving a reason. The school reserves the right to cancel any permission to use premise at any time for any reason the school deem necessary or if it requires the premises for another purpose, or if any damage has been caused to the premises or there have been any breaches of law. No compensation shall be paid to the Hirer or any other person for the cancellation. Any fees paid will normally be returned unless the cancellation is due to damage.

If 28 days written notice is given by the Hirer that they no longer require use of the school premises for which a hire agreement exists, the hiring fee will be returned minus any costs incurred by the school. The school reserves the right to charge the full fee if 28 days notice is not given.

Long term lettings

Long term lettings agreements will be for a maximum period of twelve months and subject to review after six months. The school reserves the right to terminate at the six-month review. In the event of termination, no compensation will be payable to the Hirer.

Sub-letting

The Hirer shall not sub-let the premises to another person.

Copyright or Performing Rights

The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the school or Local Authority against all sums of money which the school or Local Authority may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

Licences

The licensing requirements for public entertainments must be strictly complied with. For further details contact the licensing section of the Housing, Health and Consumer Services Department on 0208 891 7859.

Entertainments for children must have regard to the requirements of section 12 (1 and 2) of the Children and Young Persons Act 1933 which covers the obligation to provide stewards to restrain the amount of children to the levels that the building can accommodate, to control the behaviour and movement of the children and to take reasonable safety precautions, and the penalties for failure to do so.

The Hirer is responsible for obtaining the necessary licenses from the Magistrates Court for the consumption and sale of alcohol.

School premises are not licensed for gaming for the purposes of section 13 of the Finance Act 1968.

Security

The caretaker is the authorised representative of the school and he is empowered to enforce the conditions of hire and to refuse entry to or require persons to leave the premises.

All fire escape doors, fire exits and entrances to any school premises must be kept clear at all times and not tied, secured or bolted in any way whilst the hall is in use.

The main external blue gates must be kept shut from 3.45pm onwards, and the main internal glass security doors must not at any point be wedged open.

The school office is staffed from 8am to 4.30pm, Monday to Friday.

Right of Access

Right of access of all parts of the school premises at all times is reserved to the school staff or any authorised Local Authority officer or other person authorised by the school or Local Authority.

Furniture and Fittings

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.

No alterations to the electrical installations may be made without permission and any alterations must be to the satisfaction of the Local Education Authority and reinstated at the hirer's expense.

No alteration to the building structure or furnishings or the erection of additional staging, scenery or curtaining may be made without permission from the school. All such curtaining and scenery must be non-flammable.

No movement or alterations to the tuning of pianos may be made without the consent of the school and will be carried out only by professionals.

No preparation or material shall be applied to floors to make them suitable for dancing as it causes a safety hazard at other times.

School Equipment

This can only be used if requested on the initial application form, and if its use is approved by the Headteacher. Responsible adults must supervise the use of any equipment that is issued and ensure its safe return. The Hirer is liable for any damage, loss or theft of school equipment they are using, and for the equipment's safe and appropriate use. Use of the schools resources, including telephones and photocopiers, is not included in a letting arrangement unless expressly agreed at the time of the letting. It should not be assumed that the school office may be available during the time of the letting and it is recommended that the Hirer has access to a mobile phone to cover the event of an emergency.

Hirer's Equipment

The Hirer should state on the hire agreement any equipment he/she intends to bring into school. They are responsible for ensuring the suitability of the equipment and for ensuring that it is in good order.

Any electrical equipment brought by the Hirer onto the school site must have a certificate (Portable Appliance Test) of safety from a qualified electrical engineer. The intention to use any electrical equipment must also be notified on the application.

Any of the Hirer's own equipment should be brought into and removed from school within the time booked.

Car Parking Facilities

There are currently no available car parking facilities for use by the Hirer or any other adults/visitors involved in or attending the letting. The Hirer and all adults/visitors involved in or attending the letting must find suitable parking within the local area. The school takes no responsibility for any parking fines that may occur as parking in the local area is entirely at the Hirer's own risk.

Toilet Facilities

Access to the school's toilet facilities is included as part of the hire arrangements. Adults must use the adult toilets and children must use the children's toilets.

First Aid Facilities

There is no legal requirement for the school to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, which may include the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. It is recommended that the Hirer has access to a mobile phone at all times throughout the letting to cover any emergency event.

Conclusion of the Letting

The Hirer shall, at the end of the hire period, leave the accommodation in a reasonably tidy condition, all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional charge may be made.

Vacation of Premises

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children taking part in an activity until a responsible adult collects them.

Smoking

The whole of the school premises is a non-smoking area, and smoking is not permitted within school buildings or on school grounds at any time.

Suitable footwear

Suitable footwear should be used by all persons on the school premises at all times.

Promotional Literature/Newsletters

A draft copy of any information proposed for distribution which contains any reference to the school must be sanctioned by the Headteacher (or delegated officer) at least one week prior to proposed distribution by the Hirer. Publicity for events shall not be displayed on school notice boards or other parts of the building without permission from the Headteacher.

Name of club

I confirm that I have read and agree to the Orleans Primary School Conditions for Hire
January 2020

Signature	
Name of signatory	
Date signed	
Signed on behalf of the school	