



Conditions of Hire and Application for hire of facilities at St Nicholas

1 – Acceptance of Conditions

The hiring of accommodation/facilities/premises is permitted only on the conditions outlined in the following regulations. Application and acceptance of hire is deemed to be acceptance of these conditions.

2 – Compliance with Conditions

The Hirer (the person or body to whom the hire is granted) shall be responsible for compliance with these conditions.

3 – Applications

Applications for the hire of premises should normally be made at least 3 weeks in advance, by completing the Application for Hire form. In general, reservations will not be accepted for dates more than twelve months in advance, except for special events such as those needing extensive preparations.

4 – The Hirer shall satisfy themselves that the facilities to be hired are suitable for their purposes.

5 – The use of the premises must not interfere with the running of the school, or impair its efficiency. In particular the Hirer acknowledges that they will not have exclusive use of the site.

6 – Halls

- (a) No school games or equipment may be used without permission and gymnastic equipment can only be used when an adult with recognised qualifications for the proposed activity is personally supervising at all times. For safety reasons, this condition is also applied to other activities with young people.
- (b) The Hirer shall visually check that all equipment and facilities are in good order before use.
- (c) Use of the projector and/or laptop is permitted. It is the responsibility of the Hirer to arrange an appropriate induction from a member of school staff prior to use of the equipment.

Litter must be removed from the facility at the end of the hire session.

7 – Multi-Use Games area and playgrounds

- (a) – These facilities should be used for their intended purpose only – i.e. participation in formal and informal play and sport
- (b) – The multi-use games area shall be hired, together with access to toilets and changing accommodation at the school. The Hirer shall not have access to other parts of the school.
- (c) – The playground and hard courts may have indicative markings for sports like netball. No additional marks shall be made to the sports or hard court areas by the hirer.
- (d) – Litter must be removed from the facility at the end of the hire session.



8 – Catering Facilities

- (a) The Hirer must agree to the contractual, hygiene and health and safety obligations set out by the school.
- (b) The payment of the deposit must be made 10 days prior to hire This is in addition to any separate charges levied by the school for the use of any school facilities used in conjunction with the hire of the catering premises.

9 – School Equipment

No use may be made of apparatus including but not limited to the stage fittings, pianos, etc without specific permission.

10 – Fabric and fittings

- (a) The fabric and fittings (including electrical installations) and contents of the premises shall not be interfered with in any way.
- (b) Only authorised persons shall use steps or ladders.
- (c) No nails or screws shall be driven into the walls, floors, ceilings, furniture or fittings and no placards shall be affixed to any part of the premises.
- (d) The School's furniture (other than chairs in the hired accommodation) and equipment shall not be moved except by prior arrangement.
- (e) Official exit ways must be kept clear at all times.
- (f) Any alteration or addition to the School's lighting or electrical heating systems is strictly forbidden, except with the written consent of the Executive Headteacher. Consent may be subject to conditions, which the Hirer will be required to observe.
- (g) The Hirer shall, at the end of the hire period, leave the accommodation in a reasonable tidy condition, all equipment being returned to the correct place of storage.

11 – The Hirer is responsible for the safeguarding and safe keeping of all items belonging to the Hirer, its guests/delegates or third parties engaged by it. The School accepts no responsibility for such items.

12 – Storage

Storage facilities cannot usually be provided. When Hirers are permitted to leave equipment on the premises, they do so entirely at their own risk.

13 – Hirer's property

- (a) Furniture and apparatus required may be brought on the premises at the Hirer's own risk.
- (b) Hirers shall not bring on to the premises, without the prior consent of the school, any article of an inflammable or explosive nature, nor any article producing an offensive smell, nor any other substance, apparatus, or article of a dangerous nature.

14 - The Hirer shall indemnify the establishment against all claims for damages, compensation and/or costs in respect of:



(a) – bodily injury or illness to Third Parties and/or

(b) – damage to Third Party property caused by or arising out of or being incidental to the Hirer’s use of the premises.

15 The Hirer shall be responsible for loss or damage to the establishment’s premises and contents.

16 The Hirer shall affect adequate insurance in respect of the liabilities and the loss or damage referred to respectively in Conditions 14 and 15 above (See Appendix 1 for explanatory notes on insurance and if it applies to your hire)

17 – Refusal of Hire

The school may refuse an application to hire the premises if:

(a) – The premises are required by the School

(b) – There has been any damage to the property, or breach of these conditions during previous use of the premises by the hirer

(c)– For any other reason the Executive Headteacher or Head of School deem it necessary or expedient to refuse the application

18 Cancellation by the school

The school reserves the right to cancel any hiring without notice, if:

i – the accommodation will be unavailable for the hire period or

ii – the Hirer has failed to disclose material information concerning the proposed hiring, or

iii – there are reasonable grounds to conclude that the Conditions of Hire may be breached to a material extent

(a) In the event of (i) all hiring fees will be refunded to the Hirer including when an alternative space is offered and used by the Hirer, but the School shall have no further liability to the Hirer.

(b) In the event of (ii) and (iii), any refund of hiring fees shall be at the discretion of the School.

19 Cancellation by the Hirer

The Hirer must give at least 1 week notice of cancellation to the School’s Office. If any shorter period of notice is given, the school reserves the right to charge the full hire costs.

20 Payment of Charges

The hirer shall pay the hiring fees, at the rates and times set out in Appendix 4 of this document.

21 Invoicing



- (a) The hirer acknowledges that in the event that the Hirer cancels the hiring there will be a cancellation fee payable as set out in the attached schedule and any refund of monies already paid will be at the discretion of the school.
- (b) All hire charges must be paid within 14 days of the invoice being issued. The School reserves the right to cancel the booking if the hire charges are not paid within the 14 day period and withhold the deposit.
- (c) The school reserve the right, on proper notification, to invoice the Hirer for any charges arising from excessive cleaning time incurred as a result of the Hirer failing to leave the accommodation in a reasonable condition, or for repair of the premises or equipment damaged by the Hirer, or resulting from the Hirer failing to vacate the premises by the time stipulated in the hire form.
- (d) In the event that the accommodation Hired is not in a suitable state for use at the time of hire (eg not clean), the Hire fee may be refunded by the School, providing the Hirer alerts a member of School staff at the time of Hire, who will authorise the decision to refund the Hiring fee. The Hirer will be notified in writing of this decision within 5 working days.
- (e) The Hirer shall, if so demanded, pay at the time of booking a refundable deposit to be held by the school against costs unavoidably incurred as the result of insufficient notice of cancellation of booking, any damage caused by the Hirer, or additional cleaning required as a result of the premises not being left in a reasonably tidy condition. The proportion of the deposit to be retained will be decided by the School and their decision will be final.
- (f) Use of the kitchen facilities and equipment is at the School's discretion and requires a £100 deposit.

22 Statutory requirements

1 – All statutory requirements, including those relating to health and safety and public entertainments, must be strictly fulfilled by the Hirer. Film, music, dancing, indoor sporting events and stage events may be considered to be regulated entertainment and, as such, are licensable activities which require authorisation from the local licensing authority. For all regulated entertainment, it is the Hirer's responsibility to inform the local licensing Authority and obtain the appropriate license. This applies if tickets are distributed, or if admission is open to all.

2 – No musical works in the repertoire of the Performing Rights Society may be performed in public on the premises unless the Hirer has obtained the permission of the society. No copyright material may be delivered or performed unless the consent of the owners of the copyright has been obtained by the Hirer. The Hirer must indemnify the School against any action for breach of copyright.

23 Attendance and Behaviour

- (a) – The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approved.
- (b) – The hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are evacuated. The Hirer shall at all times



provide an adequate number of supervisors for any activity and those supervisors shall be present throughout the hiring period. The Hirer shall be liable for damage caused by unruly or inappropriate behaviour.

(c)– It is the Hirer’s responsibility to ensure that all those attending are made aware of their responsibilities and St Nicholas and Hirer’s insurance arrangements.

24 The School reserves the right to exclude individuals or companies that it considers undesirable or inappropriate. The Executive Headteacher reserves the right to require a representative to be in attendance for the preservation of good order and safety and to recover from the Hirer any additional expenses incurred as a result of this condition. If the Executive Headteacher representative considers the behaviour of the Hirer, its guests/delegates or third party contractors to be unreasonable, then the representative may cancel and/or terminate the event with immediate effect and the School shall not be obliged to refund any part of the Hire charge.

25 Alcohol

- (a) In no circumstances shall alcoholic drinks be available at any function without prior written consent of the School. Permission will be granted only in exceptional circumstances.
- (b) Applications must be made in writing at the time the Hirer applies for the use of the premises.
- (c) If permission is granted for alcoholic drinks to be sold it will be the responsibility of the Hirer to ensure that a Temporary Event Licence is obtained from the local Licensing Authority.
- (d) The Hirer agrees to comply with all conditions and limitations attached to the Temporary Events Notice he/she obtains.

26 The School reserves the right to require sight of a Temporary Event Notice prior to the letting.

27 Gambling

The premises may not be used for games of chance, other than bingo, unless specific permission has been granted by the School.

28 Emergency evacuation procedures

- (a) Hirers shall familiarise themselves with the fire precautions in force on the premises and with the means of evacuation in the event of a fire or any other threat to safety.
- (b) The Hirer is responsible for ensuring that persons attending are made aware of the evacuation procedures.
- (c) Fire and other exits must be kept clear at all times.

29 Smoking

There is a strict no smoking policy in force on the School site.

30 Site/lettings staff



The site and lettings staff are instructed by the governors to ensure that the conditions of hire are fully complied with. All reasonable instructions given by the site and lettings staff on duty must therefore be followed.

31 Use of the premises is limited to the accommodation hired and necessary facilities such as toilets. Car parking is permitted in designated areas at the premises subject to availability.

32 Right of Access

The School's staff and governors, and their agents reserve the right of access to the premises during the letting.

33 The Executive Headteacher or his/her representative reserves the right to suspend or withdraw use of the school by an individual or group with immediate effect on the following grounds:

- I. Causing intentional damage to the school, its equipment, or any personal belongings of other users
- II. Violent threatening or abusive behaviour to a member of staff or other users
- III. Theft of any property belonging to the School or other users
- IV. Disruptive behaviour which is interfering with the activities of others
- V. Behaviour which puts at risk the health, safety or well-being of others
- VI. Non-compliance with or breach of licensing laws
- VII. Behaviour which is deemed to be offensive and/or results in complaints from users
- VIII. Refusal to follow reasonable directions from the caretaker or other members of the school's staff
- IX. Non-payment of school invoices
- X. Any other behaviour which is considered inappropriate to the smooth and efficient operation of the School, or against the interests of all users

34 The Hirer may not sub-let the hire of the School.

35 Safeguarding arrangements – professional hirers (e.g. companies or groups charging for attendance)

Updates in Keeping Children Safe In Education 2023 (KCSIE) require schools to procedure for responding to safeguarding concerns about other organisations or individuals using the school site is clearly set out. Therefore, St Nicholas requires professional hirers to complete a 'Compliance Statement' (appendix 5) ensuring the school that the hirer has:

- (a) Appropriate safeguarding and child protection policies in place
- (b) The hirer has undertaken appropriate pre-employment checks for all staff and volunteers, such as the appropriate level of criminal records checks (Disclosure and Barring Service (DBS) checks), including a 'children's barred list' check where relevant for the role.
- (c) Conducted their own risk assessment based on the organisation's activities and that they will provide first aid supplies that relate to the risk assessment – if not agreed to be provided by the school.



For lettings agreed to happen outside of normal school hours the school will provide a contact number for a Designated Safeguarding Lead to use in the event of an allegation being made when using the school premises.

In the event an allegation/concern is reported by the hiring organisation to the school they should follow their own safeguarding policy and procedures, which should include informing the LADO in certain circumstances. The hiring organisation should, as part of their own procedure, notify the LADO where necessary. The school will also make contact with the hiring organisation and LADO to confirm that this has happened.

36 Safeguarding arrangements – non-professional/ registered (e.g for birthday parties)

The school does not require non-professional/ registered hirers to sign a compliance agreement. However, the lead individual is expected to familiarize themselves with the school's safeguarding procedures and adapt them accordingly. By signing and agreeing to this agreement, you acknowledge that you have read and understood the school's child protection policy. If you have any inquiries about this policy, please arrange a meeting with a member of the safeguarding team before submitting your application.

For lettings agreed to happen outside of normal school hours the school will provide a contact number for a Designated Safeguarding Lead to use in the event of an allegation being made when using the school premises.

In the event an allegation/concern is reported by the hiring organisation to the school they should follow the school's safeguarding policy and procedures, which include informing the LADO or police in certain circumstances. The school will also make contact with the hiring organisation and LADO/ police to confirm that this has happened.

Appendix 1 - Hirer's Insurance – Indemnity Clause

In accordance with the terms of hiring it is customary to require persons/organisations to accept responsibility for damage to the premises and its equipment and for the Third Party claims involving injury to persons and/or damage to property.

The extension for Hirers Liability from our membership of the Risk Protection Arrangement (RPA - Section 4 – Third Party Public Liability of the RPA Membership Rules) will provide indemnity to a person or group of individuals or an organisation who would not be expected to have their own public liability insurance.

For example, it would not be the intention of the RPA to provide cover for liabilities of large groups or organisations who are hiring the premises such as a football/swimming club who should provide evidence of such insurances to the school.

We would not expect groups of friends getting together to play a sport or families hiring the hall for functions to have their own Public Liability insurance. Our RPA membership have no specific list of what is or isn't covered. Therefore we ask businesses and organisations to provide evidence of appropriate cover but would not expect this from family hires or ad hoc community/ friend groups to provide this.



Appendix 2 – Health and Safety Out of Hours (after 3.30pm, weekends and School holidays)

- 1 - All visitors, including volunteers, are responsible for the safety of themselves and others. Their actions must not in any way jeopardise the safety of others. Any hazards must be dealt with as soon as possible, all reasonable steps taken to minimise risk by removing and isolating the hazard and be reported to the Site Manager.
- 2 – All Visitors including volunteers, must be responsible for ensuring that no dangerous chemical substances or appliances are used in any way on the site in a manner likely to constitute a danger either to themselves or to others. Furthermore, all visitors, including volunteers must check with the Site Manager or Office Manager if they are unsure whether any substance or appliance may constitute a hazard. COSHH regulations must be adhered to at all times.
- 3 – All visitors, including volunteers, must be fully aware of the fire procedures and competent in carrying out their duties in the event of an emergency.
- 4 – Whilst on site all visitors, including volunteers, must adhere to the no smoking policy.
- 5 – First aid kits and reporting are the responsibility of the Hirer. For all major injuries or incidents, a copy of the first aid report must be submitted to the School Office.

Appendix 3 – Fire Procedures Out of Hours (after 3.30pm, weekends and School holidays)

EVACUATION PLAN

- 1 – Fire will be indicated by a continuous ringing of the alarm bell.
- 2 – All persons should leave the buildings by the nearest exit, leaving all personal belongings
- 3 – All persons should move quietly to the designated assembly areas. Staff or other adults in charge of any pupils should gather them in the appropriate assembly area and take the register for their group.
- 4 – The designated member of staff in charge should contact the Site Manager or given school contact as soon as is practical.
- 5 – Once the building has been cleared, the person in charge of fire safety will determine whether people can return to their activity or will need to leave the site.
- 6 – If the fire brigade has been called, the Site Manager and/or other staff member will ascertain the location of the fire and meet the fire brigade at the main gate, with the School keys, and will assist them as required.



Appendix 4 – Letting Charges 2023/2024

Table of charges (per hour) for use of St Nicholas’s facilities by regular groups.

Charges £ per hour	Level 1	Level 2	Level 3
Hall (including use of projector and laptop)	17	22	28
Classroom (including use of interactive white board)	9	14	17
Library	9	14	17
2 Playgrounds used together	17	22	28
1 Playground or outside area	9	14	17

Lettings will be in 30 minute blocks and charged pro-rata. Eg a classroom for 30 minutes would be charged at £4.50 for Level 1 users

Level 1 - Groups of children made up of children from St Nicholas*, Non profit-making community Groups of children under 18, elderly or disabled

Level 2 - Other community groups (eg local neighbourhood watch)

Level 3 - Commercial organisations or any groups finishing after 6pm term time or at weekends

* Groups including children from other schools, would need to be discussed with the school admin team to establish charging level

School holiday charges – for hires that are 3 hours or more a 10% discount will be applied during the school holidays. Please note that the hire time will include time required for set up and pack away. E.g. if your session starts at 9am and you plan to set up from 8:30am your charge will start from 8:30am. With prior approval and based on availability, one booking can accommodate two spaces. In such instances, the least expensive facility will be complimentary. For example, if a holiday club utilises the hall and one playground, charges will only apply for the hall.

Please note that daily cleaning services are not provided during school holidays. We anticipate hirers to maintain cleanliness by conducting end-of-day cleaning to a reasonable standard, including spot cleaning spillages, sweeping, and surface wiping. Upon arrangement, the school may arrange cleaning services, with charges directly billed to the hirer.

Admin Charges

For an initial set-up of booking(s), a £10 admin charge will apply for level 2 and 3 users only

For any bookings which require staff to attend to lock up out of hours (finishing after 6pm term time, or at any time on weekends) a £40 admin fee will be charged to cover staff costs

For any Level 1 groups which are part of our school clubs leaflet and who don't hire any of the School’s facilities, an admin only fee of £6 per week will be charged to cover the marketing and admin costs incurred.



Appendix 5 – compliance statement

Company logo/ name

Compliance Statement ...(year)...

Company name is committed to safeguarding the welfare of children and young people. As part of this commitment, all staff that come into schools are rigorously vetted; a process which includes the use of enhanced DBS disclosures.

All staff will carry photographic identification which should be presented on arrival at school to confirm their identity. If you have any concerns regarding whether an individual is a genuine ***Company name*** employee or have any concerns regarding child protection, then please do not hesitate to contact ***company lead/ manager/ owner***

All staff are made aware of safeguarding requirements through policy, procedure and training. The personnel and payroll database includes addresses, dates of birth, start dates and dates of when the relevant checks have been carried out. Verification of identity, permission to work in the UK, medical checks and the disqualification by association checks are all carried out at interview.

Name: Date:

Job Title/Position in company:

Notes:

Company/individual will need to add company logo (if they are not a company then they must add a lead name)

Company/ individual will need to attached referenced policies or links to the policies

If a regular hire the Company/ individual will need to 'mugshot' staff overview with staff names, roles and company logo for display in the office

If the company/ Individual cannot provide these, they need to speak to DSL/ Office Manager



Application for Hire of facilities at St Nicolas's Church Schools

Declaration.

I have read and accept the school's conditions or hire, and agree to abide by these and any special conditions communicated to me.

1. I agree to indemnify St Nicholas Church School against any accidents or damage to St Nicholas School property or injury to persons which may be incurred as a result of the hiring unless caused by the negligence or breach of statutory duty of St Nicholas. Hirers should have their own insurance OR be covered by our membership of RPA (see Appendix 1) to cover themselves against claims for personal injury or damage to/loss of property of any negligent person running the activity, their servants or agents whilst on school premises.

Please tick:

My business or organisation has it's own public liability insurance and I will provide evidence of this insurance before the hire commences

My hire is covered by the schools Risk Protection Arrangement (RPA)

2. I have understood the school's safeguarding procedures and have completed a compliance statement and the safeguarding briefing (as appropriate as stated in this agreement – section 35 and 36) as part of these procedures, or the planned activity does not require this as the school will not be handing responsibility for children over to me as part of the hiring agreement.
3. I accept that an additional charge may be made in respect of damage caused to the building or school property through negligence or wilful intent.
4. I agree to the payment conditions
5. I am over 18.

Signed _____ Full Name _____ Date _____

A copy of this form will be returned to you as confirmation or otherwise of the letting. It is NOT an invoice.

Hirer Name _____ Address _____

_____ Reason for Hire _____

Facility/Room Required _____ Regular or One-Off hire? _____

Date(s) Required - Day of week _____ Start Time _____ End Time _____

First Session Date _____ Last Session Date _____ Number of Sessions _____

At St Nicholas Church School



School to Complete:

Approval is given/not given to your application to hire _____

At St Nicholas Church School

On (date/time) _____

Or for multiple sessions, from _____ to _____ inclusive.

Your Hire is charged at Level ____ for ____ sessions, and the total cost will be £ ____ .

The total cost is made up of hire cost of £ ____ per session, admin cost of £ ____ per session, plus deposit charge £ ____ . An invoice for the charge will be issued at a later date.

Notes/Further Information _____

Documents received:

- Insurance documents (cross out if not required – refer to Appendix 1))
- Compliance statement and relevant paperwork (cross out if not required – refer to 35 and 36)

Name of contactable Designated Safeguarding Lead (DSL) during the period of the hire

Name _____

Phone Number _____