

CUMMERSDALE SCHOOL

CONDITIONS OF HIRE

TO BE ATTACHED TO THE 'HIRE OF PREMISES/FACILITIES BOOKING FORM'

General Conditions

- The person signing the Booking Form shall be considered the 'Hirer' and must be over 18 years of age.
- The person/organisation requesting the hire (the Hirer) has the responsibility to provide evidence of Public Liability Insurance (£5 million minimum¹) for the hire period.
- Where the Governors/Proprietor hire or rent out school facilities/premises to a provider (e.g. to community groups, sports associations, and service providers to run community or extra-curricular activities) we are required to ensure that appropriate arrangements are in place to keep children safe.
- When services or activities are provided by the Governing Body/Proprietor, under the direct supervision or management of the school staff, the school's arrangements for child protection will apply. However, where services or activities are provided separately by another body this is not necessarily the case. The school will therefore seek assurance that the body concerned (Hirer) has appropriate safeguarding and child protection policies and procedures in place (including inspecting these as needed) and will ensure that there are arrangements in place to liaise with the school on these matters where appropriate.
- The safeguarding requirements expected by the Governing Body/Proprietor are set out below as a condition of use and occupation of the premises. Failure to comply with these requirements would lead to termination of the agreement.
- The Governing Body/Proprietor will take appropriate action to ensure that the school is not hired out or otherwise let to external agencies who use the premises to deliver messages of, or support for, extremism or radicalisation.
- The premises will only be used for the event described on the Booking Form.
- The Hirer will be responsible for ensuring that all activities take place in a safe manner.
- The school will provide a clean and tidy room, all heating and lighting, use of toilet facilities and cloakrooms, furniture as specified and, if the hiring includes use of the kitchen, cooking equipment, crockery and cutlery.
- For safety and hygiene reasons, children under 14 are not permitted in the kitchen.
- The behaviour and safety of persons on the premises for this booking are the responsibility of the Hirer.
- The Hirer is also responsible for ensuring that access to restricted parts of the school not forming part of the hire is not permitted and that there are sufficient 'stewards' to prevent access to the school premises by any unauthorised third parties.
- A qualified person must be present during all sessions that are considered to be of a hazardous nature, e.g. karate, gymnastics, judo etc. or where the club/organisation is a youth group. It is the responsibility of the Hirer to check the qualifications of those supervising such activities and to establish that Disclosure and Barring Service (DBS) Disclosures (at the appropriate level) are held by all relevant persons.
- The Hirer is responsible for the adequacy, suitability and safety of all equipment brought onto the premises. No unauthorised electrical equipment shall be used on the school premises.
- Noise levels must be contained to a reasonable level at all times and after 10.30 pm no noise shall be audible in any of the neighbouring properties.
- No betting, gambling or gaming is permitted on the school premises.
- It is the responsibility of the Hirer to obtain any necessary licences for the sale of alcohol or the provision of public entertainment.
- The Hirer must ensure that nothing is brought or stored on the school premises which may be offensive, noxious, illegal or dangerous and that may cause damage to the premises or any other facilities or affect the health and safety of any person.
- The Hirer accepts that the Governors/Proprietor may at any time terminate or postpone any single or all bookings at its own discretion and any liability of the Governors for any loss in respect of the termination or postponement shall be limited to the return or any paid deposit only.

Health and Safety

The Hirer:

- must consider the suitability and safety of the setting for employees and take steps to reduce any risks identified;
- should have first aid training and/or a first aid kit to hand as well as awareness of what to do in an emergency (e.g. call 999 if a child is having an asthma attack);

¹ Minimum Public Liability insurance requirements should be discussed with the school's insurers and may be different depending on the risks associated with the activity.

- must have a fire safety and evacuation plan;
- should have more than one emergency contact number for each child (where unaccompanied children are present), where reasonably possible, and know of any medical concerns or allergies.

The school has a comprehensive Health and Safety Policy and its building is well maintained and regularly inspected to ensure that standards remain high. If you have any concerns about the Health and Safety of our site, it is your duty to inform the Head teacher Mr Jones so that we can take appropriate action. We appreciate your support. The Head teacher can be contacted by phone during the period of hire – 07787 502588. School phones may not always be available, and you must ensure you have a mobile phone to summon medical assistance.

Safeguarding and the protection of children (where unaccompanied children are present)

In order to ensure the protection of children for the duration of the activity, the following conditions are expected of the Hirer. Unaccompanied means children unaccompanied by their parent/carer/other appropriate adult known to the child:

The Hirer:

- must have a Child Protection Policy in place, including procedures for dealing with safeguarding incidents which are communicated to and understood by all event staff/volunteers;
- should have awareness of and training on the specific safeguarding issues that can put children at risk of harm (e.g. abuse and neglect, child on child abuse, extremism and radicalisation);
- should have procedures in place in relation to pupil use of mobile phones and other digital technology which mirrors the school rules;
- should have clear procedures on what to do if they have concerns about a staff member, volunteer or other adult who may pose a risk of harm to children;
- should appoint a Safeguarding Lead (SL), who has undertaken safeguarding and child protection training and who can liaise with the host school in the event of a safeguarding concern being raised;
- should provide parents with the name of the SL so they can raise safeguarding concerns, or if you are a lone provider provide the contact details of your local authority's children's services: Cumberland Safeguarding Hub 0333 240 1727 or the NSPCC helpline number (0808 800 5000);
- should have contact details for the SL (within the Hirer organisation) and the Local Authority Designated Officer (LADO) (0300 303 3892) and know the local referral route into children's social care (Cumbria Safeguarding Hub 0333 240 1727);
- should hold details of the school Designated Safeguarding Lead (DSL) where the premises are provided by the school in order to liaise with them on child protection issues affecting the school/schools where the children normally attend;
- should ensure staff and volunteers have had relevant pre-employment checks (e.g. DBS check (at the appropriate level), verification of identity) or, if you are a volunteer or self-employed, checked if the organisation contracting your services, can apply for a DBS check on your behalf;
- should have regular performance reviews in place to check the suitability and training requirements of staff and volunteers after their appointment;
- should have a clear complaints procedure;
- should have an effective whistleblowing policy/procedure.

Damage to the School Building or School Property

- The Hirer will pay for all damage caused to any school property including but not limited to fixtures/fittings/sports and any other equipment as a result of the hiring.
- The Hirer is responsible for ensuring that all areas are left clean and tidy as found. This includes all outside areas as well as indoor areas. If this is not found to be the case the Hirer will be charged a penalty sum to cover costs of any repairs or cleaning required.
- The School will **NOT** accept responsibility for any loss of or damage to any property owned by any person using the premises during the period of the hire. Property shall be brought on to the premises at the sole risk of the owner.

Site Security

- During the period of hire, the person responsible (the Hirer), must be vigilant in ensuring that people do not attempt to enter parts of the school that are not included in the hire agreement.
- As people are leaving the building during or at the end of a hire period, the Hirer or other designated person must be present at the front exit, to prevent anyone from entering through the remote operated door as people are leaving.
- The Hirer must ask all those attending the event/activity to ensure that they do not take any action that could jeopardise the security of the building.

Parking Arrangements

- Where car parking is required, the Hirer must undertake the proper stewarding and control of the parking area. The Hirer must maintain safe entry and exit from the premises, provide and maintain clear access for emergency vehicles and service vehicles and observe any 'no parking' restrictions.

- The car park gates will not be locked during your hire period, to enable those wishing to leave by car to do so. The school is not responsible for any damage to, or theft from cars parked in the car park, and those attending the event/activity should be informed of this by the Hirer, as part of the introductory Health and Safety information.

Fire Safety

- You will be given a map of the school showing the emergency exits from the room/s you are hiring, clearly marked.
- On entry to the building for the event/activity, the Hirer must make themselves aware of the position of the emergency manual call points; and the nearest emergency exit from the room(s) they are hiring.
- You must have identified in advance, the person who would act as a Fire Warden: i.e. the person who would make sure that all those attending the event/activity had left the common areas, toilet areas and the room(s) you are hiring, via an emergency exit; and that someone had activated the Fire Alarm.
- All final exit routes from the building have an emergency manual call point. The Hirer should prepare and familiarise themselves in advance by walking the most obvious emergency exit route from the room(s) hired to that route's final exit point and noting the position of the call point.
- Fire Extinguishers are positioned at each final exit point. **You are not expected to use a Fire Extinguisher in the event of a fire although you can tackle a small fire if you have been trained to do so and can do so without putting yourself or others at risk.**
- At the start of your hire period, you must ask each person to sign an attendance sheet which has the person's name clearly written, the purpose of the event/activity and the date of the hire.
- Before proceeding with your event, you must give basic fire safety information to those present as follows:
 - Point out the emergency evacuation exits, signposted in white on a green background.
 - In the event of a fire, the alarm will sound – it sounds like a siren .
 - You should leave the building by the nearest fire evacuation route/exit and gather at the designated Assembly Point in the playground.
- If you need to leave the building in the event of an emergency and the alarm has not sounded, then the alarm should be activated using the nearest Emergency Call Point on your way out of the building.
- Telephone the Fire and Rescue Service providing the following information:
 - Your name
 - The name of School/Setting
 - School/Setting address and postcode CA2 6BD
 - Contact telephone number
 - Details of the fire (if known)
- Undertake a head count and use the 'Attendance' sheet to identify that all persons have been accounted for. If anyone is found to be missing this must immediately be reported to the Fire and Rescue Service on arrival.
- Under no circumstances should anyone re-enter the building until the 'all clear' has been given by the attending Fire Service Officer.
- Once all persons have evacuated the building and Fire and Rescue Services have been summoned, contact must be made with the Head teacher 0787502588.
- The school No Smoking Policy MUST be adhered to at all times both inside the building and on school grounds.
- No naked flames (open fires or candles) are permitted without the express permission of the Head teacher and production of a suitable and sufficient risk assessment which identifies how risks will be managed.

First Aid and Accidents

- The Hirer should have a fully charged mobile phone on their person so that in an emergency, the appropriate emergency services can be summoned.
- The Hirer is responsible for First Aid provision during the hire period.
- There should be a competent person who is trained and available to give First Aid. A basic First Aid kit will be available in the staffroom.
- Any incident or accident must be reported, in the first instance, to the Head teacher.

Welfare Arrangements

- You will be made aware of the nearest adult /pupil toilets to the room(s) you are hiring.
- There are facilities available for disabled persons. The Hirer will be shown its location during the initial hire meeting. Its location is marked on the plan of the school showing emergency exits.

- Only adults preparing food/refreshments are permitted access to the kitchen, where an agreement has been made. Kitchen regulations must be adhered to at all times.
- If you are using kettles or the staffroom kitchen area etc., to make drinks, we ask you to take proper care for your own health and safety. Please mop up all spills carefully, at once, so that there can be no risk of slipping.
- There will be a 'wet floor' sign in the staff toilet, which you may use if needed.
- No alcoholic drinks may be consumed or brought onto the premises unless written permission has been applied for and received from the Governing Body. No alcoholic drinks may be sold without the necessary license, and this must be shown in advance to the Governing Body – it will be the responsibility of the Hirer to obtain all necessary licences.

During Emergency Situations

Temporary variations to these conditions of hire may be required in the event of an emergency e.g. local or large scale public health incidents, severe weather etc. This may result in additional controls being implemented by the school and imposed on the Hirer. These could include for example:

- implementing more rigorous cleaning regimes;
- provision of hand sanitiser and tissues etc.;
- provision of additional waste facilities (for tissues etc.);
- ensuring adequate ventilation when indoors;
- potentially restricting numbers permitted to attend;
- restrictions on use of certain facilities or equipment;
- restrictions on certain activities;
- changes needed to fire evacuation procedures and assembly points;
- the 'Hire' being cancelled altogether by the school.

Each Hirer will be notified in advance of any temporary variations we have in place at the time of the 'Let' (where applicable).

The Hirer's signature on the Hire of Premises/Facilities Booking Form confirms his/her agreement of the above conditions of booking and all other aspects of our school Hire Procedures.