



Premises Hire Policy and Procedures

June 2024

Date policy last reviewed:

June 2024

INTRODUCTION

The Governing Board of Coldfall Primary School is keen to see that our School buildings and grounds are used for the benefit of the whole School and local community. This document outlines the school's policy regarding premises hire. It sets out the facilities available, space, the charges, and the responsibilities of the School and of the hirers when the School premises are hired.

The overall Premises Hire Policy for the school is the responsibility of the Governing Board; however, decisions regarding lettings and charges are at the discretion of the Head Teacher. Hire to the Friends of Coldfall is free of charge.

In deciding whether or not to let our School premises we will have regard to the nature of the proposed event or function, the likelihood of any damage being caused to the School grounds and buildings or neighboring premises, and any nuisance that may arise, as a result of accepting the booking.

The final decision as to whether or not to accept a booking lies with the Governing Board/School.

All applications for the hire of the Premises must be made in writing on the attached Application Form. Where a promoting organisation is named in the application form, that organisation and its members shall be jointly and severally liable with the Hirer. IT SHALL BE THE RESPONSIBILITY OF THE HIRER TO ENSURE THAT THE CONDITIONS SET OUT BELOW ARE ADHERED TO BY ALL PERSONS MAKING USE OF THE PREMISES UNDER THE CONDITIONS OF HIRE.

Contents

Premises Hire Policy and Procedures	1
INTRODUCTION.....	2
CONDITIONS OF HIRE.....	3
1. Definitions.....	3
2. Fees.....	3
3 Termination and Cancellation.....	3
4 Conditions, regulations and licenses.....	4
5 Hired Area	5
6 Health and Safety.....	7
7 Safeguarding.....	8
8 Cancellations	9
9 Declaration and Insurance Indemnity.....	9

CONDITIONS OF HIRE

1. Definitions

1.1 In this document:

- “the Hirer” means the person(s) signing the application form and in addition any organisation for whom they have stated in such form that they are acting. The liability under the hiring agreement of such person and such organisation shall be joint and several.
- “the Premises” means those parts of the buildings and grounds of the School which have been made available for hire.
- “the School” means Coldfall Primary School, Coldfall Avenue, London, N10 1HS, acting through the Site Manager, School Business Manager or other person duly authorised by the Head Teacher or the Chair of Governors.
- “the Hired Areas” means the various parts of the Premises available for hire, as set out in the application form.

2. Fees

- 2.1 Fees for hiring the Premises are set out in the attached Schedule of Fees and are in accordance with the scale of charges determined by the Governing Board, subject to revision by the Governing Board from time to time. A deposit of 50% of the total cost to be paid at the time of booking.
- 2.2 Large functions will require a deposit of £200 that must be paid at the time the booking is accepted. This deposit is kept as a security retainer. The balance of the hire charge shall be paid at least 28 days prior to the date of hire. In the event of an application for hire being made less than 28 days prior to the date of hire, payment in full must accompany the completed Application form plus the £200 retainer. The £200 will be returned to the hirer within one week after the event has taken place.
- 2.3 In the event of School property being damaged during the hire of the facility, the School will use all/part of the £200 to repair any damaged equipment/furniture.
- 2.4 All regular Hirers must provide a copy of their public liability insurance.

3 Termination and Cancellation

- 3.1 In the event of the Hirer failing to observe and perform or failing to cause to be observed and performed any of the conditions set out in this policy the School may, without prejudice to any right of action which it may have against the Hirer and, in respect of regular bookings, after having given notice in writing to the Hirer of the breaches of the conditions, immediately terminate the booking.
- 3.2 Hiring Agreement. In these circumstances the Hirer shall forfeit to the School any deposit or other payments made and any payments due to be made by the Hirer shall be paid and the Hirer shall have no claim against the School for any damage or loss sustained or otherwise in consequence of such termination.
- 3.3 In the case of regular lets, the School reserves the right to cancel a booking due to School open evenings, performances and essential works. Where possible, a minimum of four weeks' notice of cancellation will be provided. If the School cancels a booking, there will be no charge for the cancelled session.

4 Conditions, regulations and licenses

- 4.1 If, during the period of hiring, any authorised member of staff who may be present is of the opinion that any of these conditions have not been complied with or that disorder, damage to property or an illegal act has taken place or is threatened, that person may summarily terminate the hiring by oral notice to the Hirer, or (in his/her absence) to any person or persons apparently in control of the proceedings, whereupon the premises shall be vacated forthwith. The police will be immediately notified if there has been a serious breach or if the request to vacate is not promptly adhered to.
- 4.2 The Hirer shall be liable for all damage howsoever and by whomever caused to the Premises arising out of the hiring and shall indemnify the School against all loss, damage and expense, whether direct or indirect, arising wherefrom unless due solely and directly to the negligence of the School. The School shall be the sole judge of the damage done and the amount thereof.
- 4.3 There shall be no variation to these conditions of hire without the prior agreement of the School.
- 4.4 Alcohol may not be sold by the hirer on the Premises during the period of the hire.
- 4.5 The Hirer shall be responsible for obtaining any licenses or copyright permits or other permissions required from the Performing Rights Society or otherwise and for the observance of the same.
- 4.6 The Hirer shall indemnify and keep indemnified the School against all claims, demands, actions or proceedings in respect of any infringement in relation to the

paragraphs above in particular in respect of any infringement of copyright due to any unauthorised performance or use of copyright material at or upon the Premises.

- 4.7 The School will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any property, articles or things whatsoever placed or left on the Premises by the Hirer or for the Hirer's use or purposes, including any damage or loss by fire.
- 4.8 No film or video shall be shown on the Premises unless at least seven days' notice in writing is given stating the title, BBFC classification and the subject matter of the film.
- 4.9 All music and other audio/audio-visual material must be suitable and age appropriate, and must not be of an offensive nature
- 4.10 Any furniture required must be agreed with the Site Manager at least 14 days before the hire.

5 Hired Area

- 5.1 When the Hired Area is only part of the Premises, access is restricted to those rooms forming the Hired Area and rooms required for access. A description of which areas are accessible to the Hirer will be included in each booking agreement.
- 5.2 When hiring the outdoor areas such as the MUGA or school playing field, access to other parts of the school is prohibited. This includes the wooded area, foundation stage building/play area.
- 5.3 Access to the Hired Area shall also be restricted to the hours stated and agreed on the lettings form (i.e. the Hirer will not have access prior to or after the stated time). The Hirer shall be liable to pay additional fees as prescribed by the School if the Hired Area is used by the Hirer outside the agreed times.
- 5.4 The Premises shall not be used for the sale or display of goods or services, or for any public entertainment, without the advance written approval of the School.
- 5.5 Sporting activities will only take place inside the main hall and outdoor hired areas.
- 5.6 No bolts, nails, tacks, pins or other like objects shall be driven into any part of the Premises nor shall any placards or other articles be affixed to it.
- 5.7 No slogans, advertisements, flags, emblems or decorations shall be attached to

the outside of the Premises whether affixed to the same or free standing, without the prior written approval of the School.

- 5.7 The Hirer shall remove any slogans, advertisements, flags, emblems or decorations displayed by them inside or outside the Premises if, in the opinion of the School, it is unlawful, unseemly or libellous or exposes the Premises to an undue risk or fire or is likely to lead to a disturbance or breach of the peace.
- 5.8 The Hirer shall not use the Premises or allow the Premises to be used for any unlawful purpose or in any unlawful way, or in any way that could be deemed to bring the School into disrepute.
- 5.9 The School has limited spaces in the school car park available for use by the Hirer. The entrance to the car park is from Everington Road. No vehicles can be brought into the School playground areas except for disabled access or loading/unloading by agreement with the Site Manager. No movement of vehicles can occur anywhere in the School premises once an event has commenced (other than in the car park).
- 5.10 The Hirer shall not allow any animal to enter or remain in the hired premises without the prior written approval of the School.
- 5.11 The Hirer, during the period of hire, shall take all reasonable steps to ensure that no noise nuisance is created.
- 5.12 The Hirer shall at the end of the period of hire leave the Premises in a clean and orderly state.
- 5.13 The hire of the Premises does not include the use of any School equipment within the Premises. No such equipment shall be hired out without the prior written approval of the Head Teacher who may specify conditions and charge such fees in respect of such use as she/he sees fit.
- 5.14 Hired times are split into two categories and are as followed: Monday-Friday from 6pm and Weekends.
- 5.15 The Hirer shall not sublet or assign the Premises or any part thereof. Should he or she do or attempt to so do the Hire Agreement shall be cancelled and all fees paid forfeited.
- 5.16 Where the Hirer may want to book large events, for example 200 people or more, the hirer must contact the Site Manager in advance to discuss further. The Site Manager will advise the hirer of the process and other requirements such as a Risk Assessment, which will need to be completed and approved at least 14 working days in advance (a Risk Assessment template is provided).

5.17 The Hirer must satisfy itself as to the requirements at all times and bears responsibility for such satisfaction. For the guidance of doubt any advice provided by the Site Manager is for guidance only and the Site Manager will not hereby assume any liabilities for same.

6 Health and Safety

- 6.1 No smoking is permitted inside the Premises or within the school grounds.
- 6.2 The Hirer shall comply in all respects with the requirements of all statutory authorities including the directions issued by the School and with the provisions of the Health and Safety at Work Act 1974, the Children and Young Persons Act 1933 and all other statutory instruments or rules which affect or govern the type of function being held at the premises.
- 6.3 Subject to section 7 in this policy the satisfactory Hirer shall comply in all respects with the requirements of safeguarding children, which may include the School obtaining references and / or Disclosure and Barring Service (criminal records) checks on the Hirer and its representatives or users.
- 6.4 Any equipment supplied by the Hirer shall be safe and fully operational. The School reserves the right to inspect (and to levy an additional charge for so doing) and remove any equipment found to be faulty and/or unsafe or dangerous.
- 6.5 It shall be the responsibility of the Hirer to familiarise themselves with the location of all entrances and exits to and from the Premises including all fire and emergency exits and muster points and the location of any firefighting equipment. The Hirer shall ensure that all entrances and exits are free of obstruction and can be safely used and that there are no obvious fire hazards on the premises.
- 6.6 The Hirer shall not bring or allow into the premises any articles or substance of an inflammable, explosive, dangerous, noxious or offensive nature.
- 6.7 No unauthorised heating, candles or lighting appliances shall be used on the premises without the previous written consent of the School.
- 6.8 There shall, in addition to the Hirer, be a minimum of two named competent attendants none of whom shall be less than 18 years of age on duty on the premises to assist people entering and leaving, where there are up to 200 persons present. If more than 50% or more expected to be present are under the age of 16, the number of attendants shall be not less than 2 for every 100, or part of 100, people. All persons on duty shall have been instructed as to their essential responsibilities in the event of fire or other emergencies, including attention to disabled persons, the location and use of the firefighting equipment

available, and how to call the Fire Brigade and evacuation procedures (outlined by the School staff prior to hiring)

- 6.9 The Hirer is responsible for the Health and Safety of all persons using the Premises. The Hirer must therefore ensure, prior to the hiring, that the Hired Area and all access and egress there to is suitable for the proposed use by the Hirer and are safe for persons using the premises.
- 6.10 The Hirer shall be responsible for the provision of all firstaid equipment as required for the hire.
- 6.11 The Hirer shall comply with all the conditions and regulations, made in respect of the Premises by the Fire Authority and the School particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.

7 Safeguarding

- 7.1 The Hirer shall ensure that **where a hiring involves adults working directly with children**, they have appropriate safeguarding policies and procedures in place and that they, themselves and those persons likely to have contact with children, have been subject to Enhanced Disclosure and Barring Service checks. A copy of the hirer's safeguarding policy must be provided to the School before the booking is agreed. The Head Teacher reserves the right to require the Hirer to produce evidence that enhanced DBS checks have been carried out on all persons and to impose any additional requirement for safeguarding they consider appropriate in connection with the hiring. If for any reason the Head Teacher is not satisfied, the School reserves the right to cancel any hiring and there shall be no liability to the Hirer other than to refund any hiring fee or deposit paid. The hirer will be required to provide evidence that DBS checks have been carried out upon request. Any safeguarding-related allegations against organisations or individuals who have hired the School premises will be managed in line with the school's Allegations of Abuse Against Staff Policy.
- 7.2 The Hirer is responsible for reading the School's safeguarding policy prior to the date of hire and to acknowledge that they have understood the content when signing this user agreement/the user agreement, even if they are not hiring the premises for use by or with children (in compliance with KCSIE 2023). The School's safeguarding policy can be found on the school website:
<https://www.coldfall.haringey.sch.uk/wp-content/uploads/2023/10/Child-Protection-and-Safeguarding-Policy-2023.pdf>
- 7.3 The Hirer confirms that, should any safeguarding concerns present themselves during the hire of the premises, they shall contact the School's Designated

Safeguarding Lead, Mr Descrettes via email:

safeguarding@coldfall.haringey.sch.uk as soon as reasonably practicable.

7.4 The Hirer must be familiar with and conform to the School's Equalities Statement held on the school website and available from the following link:

<https://coldfallprimary.ovw6.devwebsite.co.uk/site/data/files/key-information/policies/DA8B3A38D63AD1845AB1FBB4004F5F3E.pdf>

7.5 The Hirer must be familiar with and conform to the School's Health and Safety Policy.

<https://coldfallprimary.ovw6.devwebsite.co.uk/site/data/files/key-information/policies/4F57DFBAB402B80B6499A4D902FBBDDDB.pdf>

8 Cancellations

8.1 The Site Manager must be notified of any cancellation at least 4 weeks prior to the date of hire. However, notification at the earliest possible time is appreciated.

8.2 Where notification is given to the Site Manager at least 4 weeks prior to the date of the hire, the booking charge will be refunded in full apart from an administration fee of £10.

8.3 Where notification is given to the school between 2-4 weeks prior to the arranged date of the hire, the Hirer is entitled to a 50% refund only less an administration fee of £10.

8.4 Where notification of cancellation is given less than 2 weeks prior to the arranged date of the hire, the Hirer is not entitled to any refund.

9 Declaration and Insurance Indemnity

I have read and agreed to be bound by the standard conditions of Hire.

I am over 18 years of age.

I am aware and agree that if permission to hire the Premises is granted, such permission does not vest in or confer upon the Hirer any tenancy of or right to exclusive possession or occupation of the premises or any part thereof, nor any right, licence or liberty other than as expressly granted.

I acknowledge that Haringey Council has effected a policy of insurance in respect of use of Education premises which, subject to its terms and conditions, applies to:

- the legal liability of the Hirer in respect of claims by third parties for injuries or damage occurring during and in direct connection with the hire up to a limit of £2,000,000 in respect of any one incident.
- the contractual liability of the Hirer for accidental damage to the premises and contents therein in accordance with the standard conditions of hire up to a limit of £500,000 for any one incident, with an excess of £50.00 for

each and every claim. PROVIDED THAT immediate notice in writing shall be given to the London Borough of Haringey Council, Insurance Section, 10 Station Road, London N22 4TR of any damage, accident or proceedings and that no repudiation of liability shall be made to any third party.

I agree to indemnify and keep indemnified the Council from and against all loss, damages, expenses or charges which the Council may sustain or incur in respect of any other matter arising out of the hiring of the premises, or the conditions relating thereto in so far as the same are not covered by the said policy of insurance effected by the Council or the obligation to give notice of any accident, damage or proceedings as afore said is not fulfilled by the Hirer, and to pay the Council at its offices on demand all such sums as may be payable by reason of this indemnity.

APPLICATION FORM FOR THE HIRE OF SCHOOL FACILITIES

Thank you for booking Coldfall Primary School for your function. By signing this application form you agree to the terms and conditions outlined in the Coldfall Premises Hire Policy Document

Name of Individual/Organisation making application:

Name of authorised representative (if applicable):

Main Contact Address:

Contact Details: Tel.....Email.....

Nature Of Booking.....
Requested DayRequested Date/s.....Times.....

Facilities Required (Tick)

Multiple spaces will incur additional charges

- Main Hall
- School Field
- Lower Hall
- MUGA (Multi Use Games Area)
- Classroom
- Training Room

Approximate Number of people attending: Adults.....Children.....

Will you be having an entertainer? **Yes/No**. Description/Theme

Equipment Required & Amount:

- Chairs
- Tables
- Other

- I have read and accepted the terms and conditions for lettings set out in the policy.
- Signed
-

Payment detailsBank: **Lloyds**
Account Name: Coldfall Primary
School Account No: 05472849
Sort Code: 30-99-86

Please use reference: Hire followed by your surname

Please return to : G.Goodey@coldfall.haringey.sch.uk or by hand in to the school office FAO Glenn Goodey

Lettings Price list May 2024

Monday to Friday after 6pm

Insurance:

Small meetings: £1 per session

Weddings, birthday parties, discos, etc. £5 per session

Area/Room	Price per hour	Regular Let
Main Hall	£60	£40
Lower hall	£50	£30
School Field	£60	£40
MUGA	£45	£40
Classroom	£35	£30

On Saturdays and Sundays, there is a minimum hire requirement of 3 hours, which includes both the setting up and tidying up process

Insurance:

Small meetings: £1 per session

Weddings, birthday parties, discos, etc. £5 per session

Area/Room	Price per hour (Sat/Sun)	Regular Let (Sat/Sun)
Main Hall	£60	£60
Lower hall	£50	£50
School Field	£60	£40
MUGA	£45	£45
Classroom	£35	£35

Safeguarding Checklist

NAME OF ORGANISATION

All lettings are required to have a Child Protection Policy. In order for the school and its Governors to be certain that the appropriate safeguarding procedures are in place for any activities that take place on site that are not run by the school staff, it is necessary that the person(s) using the premises provide evidence of every item in the checklist below. This evidence will be checked by the School Business Manager before any such activity can proceed. Long term lettings will need to provide updated evidence each year at the start of the new academic year upon request from the School Business Manager.

CHECKLIST OF MAIN SAFEGUARDS TO HAVE IN PLACE :

DOES YOUR GROUP HAVE?	YES	NO	ACTION NEEDED & WHEN
A child protection policy and a procedure for what to do if there are concerns about a child's welfare			
A certificate proving that at least one member of staff has received Safeguarding training			
A rigorous recruitment and selection process for paid staff and volunteers that work with children			
A written code of behavior which outlines good practice when working with children			
A training plan and regular opportunities for all those with contact with children to learn about child protection			
A whistle blowing policy – an open and well-publicised way for adults and young people to voice any concerns about abusive or unethical behaviour			
Information for young people and parents/carers about the child protection policy and where to go for help			
Guidance on internet use : new technology safety, guidance on use of photographs, video, digital equipment and websites, including chat rooms			
Policies on bullying and processes for dealing with complaints and taking disciplinary action where necessary			
A certificate proving that at least one adult present has an OFSTED recognised 'Paediatric First Aid' qualification if the letting involves persons under the age of 11 being on site.			

Signed (and name): Date:

CHECKED BY SCHOOL BUSINESS MANAGER