



President Kennedy School Policy on Hiring/Letting of the School's Premises Out of School Hours

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1. Introduction

General Principles and Safeguarding

The School is keen to encourage and facilitate the public use of all its educational premises on site for community benefit and usage.

Permission to use these educational premises, with the exception of specialist accommodation, out of normal hours may be granted by governors/management committees subject to the following:

- The use will not, in their opinion, conflict with the educational functions of the premises, or create any disturbance or inconvenience to the neighbourhood, or interfere with any existing hiring.
- The use will be of benefit to Students, their families, Staff and the surrounding community.

The Futures Trust and President Kennedy School are committed to safeguarding and promoting the welfare of Children and Young People, and require all persons using the school premises to share this commitment. When an application for use is submitted, the school will assess the nature and level of the safeguarding checks that will be required and will inform the hirer.

It will be the responsibility of the hirer to provide the relevant information and any documentary evidence requested by the school. Use of the school premises will not be permitted if a hirer fails to provide the information or documents requested, and where a failure to meet requirements relates to attendees other than the hirer (or person responsible on behalf of a hiring organisation) attendees may be denied access to the premises.

Hirers must ensure that both they and the people they are responsible for act in accordance with the safeguarding policies and procedures of the school which will be made available to them.

2. Use of the School Grounds for Sports Activities

Sports pitches may be made available for properly supervised activities out of normal hours (particularly by organised youth groups and other similar bodies), at the discretion of governors, provided that the fields are in a fit state for such activities. This also applies to Netball and Tennis Courts.

3. Prevention of Damage

To avoid damage to property as a result of hiring, governors may stipulate that no types of footwear (e.g. outdoor footwear in gymnasias) likely to cause damage to floors are worn, and may require other similar preventive measures to be taken. Facilities are not to be used for activities other than those for which they are intended.

4. Withdrawal of facilities

The object of the provisions of this scheme is to ensure the full use of the educational premises consistent with their use for normal day-to-day purposes, but it must be emphasised, particularly where premises are hired on a regular basis, that any abuse of privilege may lead to the immediate withdrawal of the facilities granted. In special

circumstances, governors/management committees may cancel a confirmed booking, but will endeavour to give reasonable notice.

5. Hire of sports halls and gymnasia/large halls

The use of sports halls, gymnasia and other facilities at schools/centres is subject to the following additional conditions:

- appropriate footwear shall be worn;
- hirers are to provide their own personal playing equipment (e.g. rackets, balls);
- any sports hall equipment used (e.g. games posts and nets) shall be stored tidily after use;
- where sports halls or gymnasia are hired for activities in which there is physical risk, the hirer is responsible for appropriate supervision. The school is in no way liable for the standard of supervision provided.

6. Charges for the Use of Educational Premises

If the School chooses to hire the premises, charges for use will be at the discretion of Governors / Management Committee and will be displayed on the School's website.

Governors / Management Committees may choose to offer free use or may set a charge which does not fully cover costs. However, this would need to be on the understanding that the hiring is not subsidised from the school budget. Subsidies may be provided from income from other hiring's or sources, or may be met by grants.

Charges will not be relevant for use associated with day to day school business, such as staff meetings, parents' meetings, governors' meetings and extra-curricular activities for pupils. In this case, costs arising from these uses will be covered by the school's budget.

7. Application procedure, conditions of booking, etc.

Any application for the hire of the school must be made on the official School Lettings Application form and in accordance with the procedures laid down the school.

8. Confirmation of booking

The school premises will not be regarded as booked until the completed application form has been submitted and approved by the Governors / Management Committee or by a person empowered to act on their behalf. The Governors / Management Committee reserve the right to refuse any application without stating reasons. No public announcement of a function to be held at the school must be made until the booking has been formally confirmed.

9. Cancellation

The hirer must notify the Lettings Manager in writing, of any occasion when the accommodation is not required, giving the appropriate period of notice. Some or all of the hiring fee may be forfeited.

10. Hirings are not transferable

Hirers are not allowed to transfer the hiring to any other person or organisation.

11. Consultation with Lettings Manager

Detailed arrangements for the use of the premises shall be made by the hirer with the Lettings Manager and/or Facilities Manager, where necessary, arrangements for the erection and/or dismantling of staging. Wherever necessary, the Facilities Manager, or a member of the Site Services team, should also be consulted on the use of the hired accommodation. The hirer shall be responsible for ascertaining that the accommodation is suitable for the purposes required.

12. Conditions for the use of President Kennedy School

The following conditions for the use of the school premises by any hirer shall apply:

The following parts of the premises shall not be hired unless a special application has been made and permission granted by the Governors / Management Committee, if appropriate, with the relevant Head of Service:

- Laboratories
- Kitchen
- Design & Technology areas:

Alcohol shall not be sold or consumed on the premises of the school, except at civic functions and other special functions for which the Governors / Management Committee, have granted approval. The hirer is responsible for obtaining licences to meet the requirements of the Licensing Act 2003.

Raffles, bingo, lotteries or the like, shall not normally take place for money prizes. Gambling in any form shall comply with relevant legislation.

Smoking is not permitted in any area of the premises hired or any area of the school grounds.

No polish or similar materials shall be applied to floors. The school premises must be left in satisfactory order for re-opening at the usual time. Where it is agreed that additional cleaning will be necessary (e.g. on a Sunday morning following a Saturday night function), then it is essential to determine the extra charges involved and advance notification of this should be given to the hirer. Any additional charge of this nature will be added to the cost of the hiring.

Meetings/functions shall finish so that the premises are vacated not later than 9.30pm, unless Governors have specifically authorised a later time, in which case an additional charge may be made.

The hirer will indemnify the school against all claims from third parties involving death, injury to persons and/or loss or damage to property and also for loss or damage to the school's premises being used. It is, therefore, essential that the hirer is covered by Public Liability Insurance to meet any claims which may arise as a consequence of the hiring agreement. A minimum cover of £5,000,000 is required to be maintained. Where the hirer does not maintain a Public Liability Insurance Policy and has opted to be covered by the school's Public Liability Hirer's Insurance Policy, the hiring charge

will also include 10% of the invoice cost as insurance premium to provide Public Liability insurance cover on the hirer's behalf.

If the school's premises are required for concerts or for dramatic, musical, film or any other public entertainments, or if visual aids are used, the hirer must ensure that:

- copyrights are not infringed
- Note: The Hirer MUST be in possession of the necessary permission or licence before the hiring commences). The hirer will produce a copy of such permission or licence upon request by the school.
- the requirements of the Licensing Act 2003 where applicable, have been or will be met and a Premises Licence for any hire involving dancing, music, alcohol or entertainment has been obtained or applied for
- no play shall be performed or film shown which is in any way offensive
- the provision of the Children and Young Persons Act 2008 (as amended), with regard to performances by children, have been, or will be, observed
- any licence necessary under the Theatres Act 1968 and the Cinemas Act 1985 has been, or will be, obtained
- the parking of motorcycles, cars or lorries, etc., on the school premises, where suitable accommodation is available, shall be permitted only on condition that persons bringing such vehicles on to the school premises do so at their own risk, and that they accept responsibility for any damage or injury to the School's or other property or to any persons, whether connected with the school or not, caused by such vehicles or their presence on the school premises
- no nuisance is caused to nearby residents.

13. Duties of the Site Services Team

The Site Services Team is responsible for opening the premises at the agreed time and remaining there until the hirer or his representative arrives and for closing and securing the premises at the conclusion of the period of hire. He/she is responsible for cleaning and preparing hired accommodation for its normal use, except as provided in section 11 above. The erection or dismantling of staging, or the removal of chairs and furniture from one part of the premises to another, except where required for educational purposes, is not regarded as falling within the normal duties of the Site Services team. Where these services are necessary, the School may request an additional payment, the cost of which will be agreed prior to the booking and passed on to the hirer.

14. Security of premises

The hirer should notify the Site Services Team if the function ends considerably earlier than expected; alternatively the hirer should leave someone in charge of the premises until a member of the Site Services arrives. A school must not be left without any supervision.

15. Car parking

Hirers bring their own vehicles on to educational premises entirely at their own risk and shall under no circumstances take or park car or trailers on grassed areas. If it is necessary to transport equipment on to fields by vehicle, permission MUST be obtained prior to the event from the school who may take advice as deemed necessary. The hirer will be liable for the cost of making good any damage. (N.B. The insurance cover at section 12 does not include this type of damage.)

16. Community Schemes and Activities

For community schemes and activities (e.g. playgroups and holiday play schemes), the hire of school is subject to the following additional conditions:

- The accommodation to be used must be agreed beforehand with the school.
- The hirer shall ensure adequate supervision of community schemes and activities by providing suitable leaders or organisers having regard to the number of children participating and do their own Enhanced DSB and Barring checks.
- Details of the arrangements proposed for the community scheme or similar activities shall be sent by the hirer to the school not less than four weeks before the scheme begins.
- The school shall be responsible for deciding whether the sports fields are unfit for use in inclement weather.
- A hirer must give notice as early as possible to the school, if a session is to be cancelled.
- When tennis courts are used, the hirer must ensure that players wear approved sports footwear, without heels, soled in rubber or similar materials.
- No animals shall be brought on to any part of the premises without prior approval of the School.

17. Use of school meals service kitchens

School meals service kitchens are not included in an ordinary hiring of the school premises to organisations not connected with the school. If a hirer wishes to make use of school meals service kitchens/facilities, a member of the catering staff must be in attendance and the hirer will be charged for the wages involved.

18. Use of swimming pools

Currently under review.

19. Statutory use of educational premises

Candidates' meetings before elections

Candidates at parliamentary elections may use a suitable room in a maintained educational establishment in their constituency (or outside the constituency if there is no suitable room within the candidate's constituency which is reasonably accessible) for a public meeting. Such use must not interfere with the work of the school. Similar provision is made for candidates before County, District, Borough and Parish Council elections. (Representation of the People Act 1983, Sections 95 and 96.)

Polling station

The Returning Officer is entitled to use a room in any maintained educational establishment as a polling station for a parliamentary, local or European election. (Representation of the People Act 1983; Schedule 1 Part III rule 22 Local Elections (Principal Areas) Rules 2006; rule 17 European Parliamentary Elections Regulations 2004 regulation 5(1).)

Charges

Where the school premises are used for statutory purposes this must be rent and charge free excepting that the user is responsible for the cost of making good any damage done and to defray any expense incurred in making the accommodation available. Details of the schools current letting charges can be obtained from the school office.

Lettings procedure

Established External/ Community Provider:



New External/ Community Provider:

