

## Hire of School Premises Agreement 2023-24

## Safeguarding

If there are any Safeguarding issues that arise from the implementation of this policy, then they should be dealt with in accordance with the School's Safeguarding policy. Any safeguarding concerns should be referred directly to the School by telephone or in person for the attention of the Designated Safeguarding Lead along with any concerns relating to the Prevent Strategy.

## Equality

This policy should be read in conjunction with the School's Equality Policy. The general equality duty requires that, in the exercise of their functions, schools must have due regard to the need to eliminate unlawful discrimination, harassment, victimisation and other conduct prohibited by the Equality Act 2010. This school endeavours to advance equality of opportunity and foster good relations for all. The following conditions apply to the hire of the School Premises and should be read in conjunction with the school's Lettings Policy:

- 1. Hirer must designate a responsible named adult who will be on site during the hire period.
- 2. Under no circumstances must fireworks be let off anywhere on premises, property or grounds.
- 3. No alcohol or other illicit substances will be brought onto or consumed on school premises without the prior approval of the Governing Body.
- 4. Smoking is not permitted on the school premises, including the school grounds
- 5. No dogs will be allowed on school premises with the exception of assistance/therapeutic dogs without prior notification to the Governing Body.
- 6. The school premises will not be let for functions where a Temporary Events Notice is required, except in exceptional circumstances and with the prior consent of the Governing Body's Finance and Resources Committee.
- 7. The Hirer may not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and must indemnify Dorset Council against all sums of money which the Council may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire
- 8. If Music, whether live or recorded, is being played then a licence will need to be applied & paid for by the hirer. All music must finish by 11pm.
- 9. If complaints of excessive noise are received from nearby residents, music must be turned down.
- 10. All those attending any function should leave the School premises quietly and cause no disturbances to local residents.
- 11. The Hirer shall be responsible for ensuring the premises are left in a tidy condition and will be responsible for the collection of rubbish into bins provided for this purpose. Any exceptional cleaning required as a result of a letting will be chargeable to the Hirer. A £50 deposit is required against cleaning costs, to be refunded after function.
- 12. Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating the driving of nails or screws into fixtures forming part of the school fabric will be permitted. In the event of any damage to the premises or property the Authority shall make it good and the Hirer shall pay the cost of such reparation
- 13. Any breakages or damage to School property must be paid for in full.
- 14. The School accepts no responsibility for stolen or lost goods.
- 15. The School accepts no responsibility for damage to cars parked on School premises which are parked and left entirely at owner's risk.
- 16. Hirers are required to take out Third Party (Public Liability) Insurance within a minimum indemnity limit of two million pounds for any one occurrence to cover their legal liabilities for accidents resulting in injuries to persons, including participants in the hiring activity, and/or loss of or damage to property, including the hired premises, arising out of the letting of educational premises.
- 17. The Educational Authority/School will not be responsible for any injury to persons or damage to property arising out of the letting of educational premises unless such injury or damage results from the negligence or breach of statutory duty on the part of the Education Authority/School
- 18. 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.
- 19. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct
- 20. All persons hiring the school premises will be expected to conform to the relevant Health & Safety, Safeguarding and Prevent regulations

- 21. The Hirer undertakes to follow all government regulations and guidelines on the control and prevention of transmissible diseases
- 22. The Hirer can demonstrate that they have a current Child Protection Policy/Procedure in place.
- 23. The Hirer is responsible for ensuring that all groups are led by a person who can demonstrate that they have undergone recent, current and updated Safeguarding/Child Protection training.
- 24. The Hirer must comply with the following DC Legal Team requirement: "The Hirer is not to use or permit or suffer the school premises or any equipment at the premises to be used in any manner or for any purpose which facilitates, encourages or promotes extremism or terrorism or which allows access to or the dissemination of information in any form relating to extremism or terrorism or which causes, or might cause, the Governors to be in breach of any duty under the Counter-Terrorism and Security Act 2015 or guidance issued pursuant to that Act."
- 25. On no account may the Hirer use the premises of Sandford St. Martin's Church for its activities without the express prior authorisation from the Team Vicar or the Parish Office (parish.office@warehamchurches.org.uk).
- 26. Charges for hire of the School are: as per Lettings Policy.
- 27. Use of the premises for school functions will take priority over lettings. In the exceptional event that the school needs to cancel a letting we will endeavour to give 14 days' notice. The Hirer acknowledges that the letting may be cancelled as the result of government requirements as much notice as possible will be given in these circumstances.

Signed on Behalf of School.....

Signed on Behalf of Hirer.....

Dated.....

Deposit Paid.....



SANDFORD ST MARTIN'S CE (VA) PRIMARY SCHOOL

	Version: 4.0
Date adopted: November 23	
	<b>Review Cycle: Annual</b>
Last Reviewed: November 23	
	<b>31 Oct 2024</b> (with full Lettings' Policy)
Revision Ref:	
Author/Owner:	SBM/Headteachers/FRC (with SAC input for Safeguarding/PREVENT /Church Use)
Policy Type:	Other