BLACK HORSE HILL
INFANT SCHOOL

LETTINGS
POLICY

Approved by Committee 4th November 2020

Approved by Full Governing Body 19th November 2020

Signed A Cowan **(Chair)**

Signed J Morris **(Headteacher)**

WIRRAL

Health and Safety Team

POLICY GUIDANCE:

A MANAGEMENT GUIDE TO EXTENDED SERVICES IN AND AROUND SCHOOLS

GUIDANCE ON THE LETTING OF SCHOOL PREMISES
Version 2

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A MANAGEMENT GUIDE TO EXTENDED SERVICES IN AND AROUND SCHOOLS

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A MANAGEMENT GUIDE TO EXTENDED SERVICES IN AND AROUND SCHOOLS

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Extended Services In and Around Schools
Guidance on the Letting of School Premises

1 *INTRODUCTION*

This guidance looks at the different types of insurance schools should consider in developing extended services and outlines the risk management and insurance considerations for different models of delivering extended services. These notes assume that the school is procuring a full range of insurance covers via the Risk & Insurance traded service offering from Wirral Council.

2 *WHAT IS AN EXTENDED SCHOOL?*

A key way of delivering Every Child Matters outcomes, an extended school works with the local authority, local providers and other schools to provide access to a core offer of integrated services:

- A varied range of activities including study support, sport and music clubs combined with childcare in primary schools.
- Parenting and family support
- Swift and easy access to targeted and specialist services
- Community access to facilities including adult and family learning, ICT and sports grounds.

These will often be provided beyond the school day but not necessarily by teachers or on the school site.

3 *BACKGROUND*

Many schools have been delivering extended services directly or through third party providers for a number of years. Increased activity on a school site can bring with it additional risks which need to be managed effectively. It can also have insurance implications. Whatever model is used for delivering extended services - i.e. by the governing body or a third party - it will be necessary for schools to check that the appropriate insurance and risk management arrangements are in place. All parties involved need to be clear about accountability. The key is to consider what might go wrong; what legal liabilities each party might have, and what arrangements can be put in place to cover these risks.

4 *PROJECT LIABILITIES AND INSURANCE*

The types of insurance that need to be considered in relation to extended service projects are:

4.1 *Occupiers' Liability:*

This is the duty of care owed by the owners/occupiers of a site to both lawful and unlawful visitors to the site. In general claims for breaches of this duty by the school or the Council are covered under the Council's Public Liability insurance policy. ~~b~~But some extended services may need to be declared to the insurers in advance for cover to be effective. However, where any part of a site is occupied by a third party provider, this form of liability should be covered by that organisation's Public Liability insurance.

4.2 Public liability:

All third party providers operating on school sites need to obtain their own Public Liability insurance to cover any claims for injury or loss that arise from negligence in the delivery their activities. Governing bodies are covered by the Council's policy for any educational related activities that they directly manage, providing that they have taken reasonable care to identify and implement adequate risk controls.

4.3 Employers' liability:

All third party providers employing staff need their own Employers' Liability insurance with a minimum level of indemnity of £10m, schools should ensure that this cover is checked. However, where governing bodies are engaging staff directly, but the Council is the actual employer, those staff are covered by the Council's Employers' Liability insurance policy. (Staff employed by Voluntary Aided schools are covered by the individual Employers' Liability insurance policies arranged by the Authority). The Council's policy will also cover any volunteers used by a governing body in directly providing an extended service, providing that those volunteers are under the supervision and control of a Council employee.

4.4 Property

The buildings used to provide extended services will generally continue to be covered under the Council's existing property insurance, but the Council might need to charge an additional premium to the governing body or third party provider to reflect the increased property risk to the site. If the extended service is being run from separate accommodation to the main school building (e.g. in a mobile classroom), the school should consider requiring the provider to arrange its own property insurance. In any event, a proposal to allow a third party provider to deliver extended services should be reported to the Risk and Insurance team.

4.5 Motor vehicle

To be considered where transport is part of an extended services project (i.e. transport is provided to enable people to get to and from the school).

4.6 Money

To be considered if there is a cash charge for any activity. Money which is the property of the school will be covered by the Council's Money insurance provided that it is stored within a locked safe and the amount does not exceed the limit for which the individual safe is insured. Foundation schools that do not currently buy back into the LA insurance programme will need to check with their insurers what cover they have for money. Cash belonging to third parties should be insured by them

4.7 Insurance

It is the responsibility of the governing body to ensure that adequate insurance arrangements are in place to cover the risk of any claims arising from the delivery of extended services. Where those services are being provided by third parties, it is the school's responsibility to ensure that the third party has the recommended minimum levels of cover in place.

5 INSURANCE ARRANGEMENTS REQUIRED FOR EACH DELIVERY MODEL

The insurance arrangements required for each delivery model of extended services provision are as follows:

5.1 Direct Management by the Governing Body

Governing bodies running services direct will be covered under the Council's Public Liability and Employers' Liability insurance, providing that they can demonstrate to the authority that they have adequate controls in place to minimise the risks arising from these services. However, as the Council is largely self-insured for liability insurance, the authority reserves the right to make an additional charge to schools, in reflection of the increased risk, as a contribution to its Insurance Fund, out of which any claims will need to be paid.

Property will also be covered under the Council's corporate insurance policy. Voluntary aided schools will also need to check that their governors' building insurance policy extends to the use of the building for extended services. Foundation schools that do not currently buy back into the Local Authority insurance programme will need to check with their insurers for both liability and property coverage.

5.2 Delivery by an Independent Organisation Set up by the Governing Body Management by a Voluntary Management Committee

Even where voluntary management committees are set up with school staff and governors, if the independent organisation has its own legal identity, it must have liability insurance in its own name to protect itself. The suggested minimum level of indemnity for Employers' Liability is £10m; for Public Liability it is £5m.

Property will be covered under the Council's corporate insurance policy. However, if an independent organization is to occupy a building insured by the Council the Risk and Insurance team must be informed. Voluntary aided schools will also need to check that their governors building insurance policy extends to the use of the building for extended services. Foundation Schools will need to check with their insurers for both liability and property coverage.

5.3 Management by a Limited Company set up by the Governing Body

The limited company will need to arrange its own Public Liability and Employers' Liability insurance. The suggested minimum level of indemnity for Employers' Liability is £10m; for Public Liability it is £5m.

Property will be covered under the Council's corporate insurance policy. However, if an independent organization is to occupy a building insured by the Council the Risk and Insurance team must be informed Voluntary aided schools will also need to check that their governors' building insurance policy extends to the use of the building for extended services. Foundation schools will need to check with their insurers for both liability and property coverage.

5.4 *DELIVERY BY AN EXTERNAL PROVIDER*

5.4.1 Management by a Third Party Provider

The written agreement with the third party provider must contain clauses on indemnity and insurance. Clauses on insurance should state the minimum levels required by the school. The suggested minimum limit of indemnity for Employers' Liability is £10m; for Public Liability it is £5m.

With regard to property insurance, community and voluntary (controlled) schools have two options in respect of any accommodation for which the third party provider is the sole user:

- either the third party arranges cover (this option may be suitable if the service is being run from separate accommodation); or
- the buildings continue to be covered under the Council's blanket policy with a premium recharge included in the rental. (Where this option is chosen, schools must advise the Risk and Insurance team).

If the third party arranges its own property cover, the minimum requirement is for the sum insured to reflect the full cost of re-instatement and the policy should cover the full range of commercial perils.

These choices are also available to voluntary aided schools. However, there the second option is being considered, the school should consult the Risk and Insurance Team over the premium recharge.

Foundation schools will need to check with their insurers for advice on property insurance.

5.4.2 Voluntary Unincorporated Groups

It is unlikely that unincorporated community groups, e.g. meetings of parent and toddlers, will have liability insurance. In these cases, schools will need to ensure that they have carried out a robust Risk Assessment as it is possible that any legal action arising as a result of these activities could be made against the Council. It is important that the Risk Assessment should cover important health and safety issues such as adherence to the school's No Smoking policy, awareness of the school's fire evacuation procedures, the availability of a first aider and whether all adults have been CRB checked where appropriate (e.g. where children are being left in the care of any adults other than their own parents).

5.4.3 Checking Insurance Arrangements of External Providers

Where third party providers (including voluntary management committees made up of school staff) are providing extended services on the school site, the governing body should require the provider to provide annual **written** evidence of:

- The name of the insurance company providing the liability insurance cover. The cover should be with a reputable insurer. If any doubts exist regarding the standing of the insurer, the school should refer this to the Risk and Insurance Team.
- The limits of indemnity cover on the policies. The governing body should check that these meet the minimum levels stated above.
- The commencement and expiry dates of the policies. The commencement date should precede the date that the activity is due to begin. The expiry date of the policies should be noted and the governing body should require the third party provider to confirm that cover has been renewed and that the premiums have been paid.
- The level of excess on the policies. If the policies have a high excess, the governing body should be satisfied that the third party provider will have sufficient funds to afford any excesses that it may have to meet on claims.
- Any exclusion or restriction clauses on the policies. If any of the exclusions give the governing body cause for concern, they should refer these to the Risk and Insurance Team.

5.4.4 For the purposes of this Letting Policy, there is a variety of H&S legislation that places the onus on any Owner or Landlord or person in control of any property (building or open space) regarding a duty of care to persons not in their employ but whom are on their property.

- To ensure the Owner or Landlord or person in control of any property (building or open space) that they can demonstrate that due diligence was applied in allowing any organised externally controlled activity took place; the following table is an *aide memoire* of topics that should be considered before any permission is given whether for payment, reward or not.
- Please consider the list of subjects under the Topic category and any explanatory notes under the Why column. It may be on reflection some or most are not applicable but this list serves to assist Head Teachers / Business Managers in deliberating on

the level of scrutiny required of any external provider. A pragmatic approach should be adopted to ensure the risk benefits are considered against the potential levels of danger.

- Further assistance can be obtained from Jeanne Fairbrother Wirral Borough Council H&S Team on 0151 606 2211

Lettings aide memoire	
Topic	**Why?**
H&S Policy	Demonstrate approach to safety and compliance with legislation.
Risk assessment (specific not generic)	This demonstrates that they have an understanding of their role and compliance with legislation.
Accident reporting process	Ensure that: a) any accidents or near misses are reported b) they/we ensure that we are updated on any incidents for the information of the venue, Health & Safety and Risk & Insurance are updated.
Method statement	A method statement may be required for complex activities such as setting up equipment or the roles and responsibilities involved.
Training qualifications / competence	To ensure they are competence to do task offered. If a bouncy castle or Marquee has the ground been assessed?
Previous recommendations	This is helpful to show a history of delivery and successful outcome.
Service records of any equipment (including hand held or ropes and bouncy castles/ inflatables)	There is a legal requirement for such service records on any equipment. Including tools, mechanical or ropes to abseil. Good management of service records and availability demonstrates a positive approach to the management of any equipment. Inflatables/bouncy castles - Provision and Use of Work Equipment Regulations (PUWER) require that all work equipment, and that includes inflatable play, must be tested by a competent person regularly (usually once a year).PIPA and ADIPS only inspection schemes recognised by HSE
First Aid trained	The provision of first aid does not need explaining however any certificates provided should be within date.
Insurance /Indemnity certification	The production and examination of insurance documents must take place to ensure they are in date.
Access control to event **a) Book attendee's into and out of event.** **b) emergency contact numbers etc**	This is crucial when dealing with young person's so as to retain some element of control and avoid them simply walking off site. Contact numbers for all obvious reasons.
Use and the control of generators / fuel & electrical equipment	It must be demonstrated that they are within a service schedule/date. A plan is produced to manage a) Any fire risk b) evacuation procedure

	c) low level firefighting knowledge and equipment
Staffing Levels	There are ratio's available for adults to children taking part. The provider must ensure that there is sufficient to supervise students and retain overall control.
Safety equipment required (Worn)	Any equipment provided such as hats, gloves or any other safety clothing.
Induction to site and school policy and procedures	Ensure all third parties receive a full, formal induction to the site including fire procedures, first aid and accident reporting

6 RISK MANAGEMENT

6.1 *Risk Assessment*

- Schools should always ensure that a written Risk Assessment has been completed before delivering extended services on school premises and that actions identified as being required to control risks is being taken.
- Schools will need to complete their own Risk Assessment for the security of the buildings for when the third party provider is on site.
- Additionally risk assessment for the activities are required as follows:

Organiser of activity	Responsibility for Risk assessment
Activity organised by governing body	School to carry out risk assessment for activity
Activity carried out by third party	Third party to provide a risk assessment to school prior to event

The school should check that all significant risks associated with the provision of the extended service activities are included in the Risk Assessment, together with the appropriate risk control measures that will be in place to minimise those risks. **Copies of all risk assessments should be retained in compliance with the Council's corporate retention policy.**

If there is a cash charge for the activity, the school should ensure that sound financial procedures are in place for the handling and banking of cash receipts, as with any other cash that is handled or secured on the school premises. This is particularly important if the activity is managed directly by the governing body or with school staff involvement.

6.2 *Fire Safety*

As with any activity on a school site, fire safety procedures should always be followed in the provision of extended services. Key points to note are as follows:

- if any building work is to be undertaken that may affect the means of escape in the event of fire, a fire safety risk assessment should be carried out;
- when parts of the school are open for evening or weekend use, schools and organisers should make sure the necessary escape routes are open;
- fire exits should be clearly signposted;
- at least one of the users in each activity group needs to be aware of the fire drill and means of escape from the building; the school activity group or third party provider must provide a fire risk assessment to include the activities they will be carrying out which may impact on fire safety within the building
- schools need to check that any equipment brought into the school will be properly used, has been electrically tested by a suitably qualified person, is compatible with school equipment and electrical services and complies with safety requirements;

- Where public performances take place, escape routes will need emergency lighting. Fire doors should be operational. Attendants may be required in order to prevent overcrowding and keep gangways clear - they should also be familiar with the fire drill and escape routes;
- When members of the public attend stage or film shows on school premises, a public entertainment, theatre or cinema license may be required from Council. Such a license will provide conditions on the number of people present, the type and layout of seating, and requirements in relation to emergency lighting and the marking of emergency exits. Advice on whether a license is necessary will be available from the Council's Licensing Section on 691 8043.
- Where activities are being provided by non-school staff such as a third party provider, the school should make sure that they know the establishment's emergency procedures and, if there is no member of staff present at the time of the activity, ensure the providers have access to a telephone. If, for security reasons, you do not want to give access to an office, the provider should be asked to bring a mobile phone.

6.3 *Other Health & Safety Risks*

Schools may need to develop revisions to health and safety policies as part of their planning for any extended services activities. Under the Health and Safety at Work Act 1974, the employer is responsible for the health and safety of its employees, and also for the health and safety of non-employees who are on the premises or who are affected by the employer's undertakings. This would include those participating in extended services activities.

Management responsibility for the school premises will remain with the governing body both during and outside school hours. The only exception is where a transfer of control agreement or trust deed specifically delegates control of the premises to an external or service provider.

The employer is required to have a health and safety policy in place. Schools are required to develop their own more detailed health and safety policies taking account of their particular circumstances. When offering additional activities and services which may affect the health and safety of staff and others, new Risk Assessments should be carried out to address the reasonably foreseeable risks to staff, pupils, visitors and users of the premises.

Where schools permit others to use their premises they should make them aware of their health and safety duties and of any specific health and safety issues (for example hazards on the premises, asbestos register) as well as first aid arrangements and accident reporting.

7. RELATED FACTSHEETS

Department for Education
https://www.gov.uk/government/collections/extended-schools

For larger outdoor events please refer to the "Organising outdoor events in Wirral an essential guide" on WESCOM

Further Resources

Further information is available from the following sources:

Health & Safety Section 0151 606 2211/ 2216/2377/2364

Model Risk Assessments are available on Wescom, Health & Safety SLA, Model Risk assessments.

Facilities Management Team Helpdesk	666 5624

Risk and Insurance Management Team	
Mike Lane	666 3413
Simon Hutchinson	666 3313

8. MODEL LETTINGS POLICY

A model policy for schools wishing to let out the school premises

The governors have agreed to the letting of the school premises where possible, provided that any letting must not be detrimental to the school or its pupils.

Guidelines

- All lettings will be at the discretion of the governing body or its representatives, who may refuse lettings if they consider it in the interests of the school to do so.
- Lettings after midnight will not generally be permitted.
- All hirers must comply with the terms and conditions of the Hiring Facilities.
- All hirers must be aged over eighteen.
  All hirers must secure insurance cover for the letting, including for public liability. (See 5.4.2. Voluntary Unincorporated Groups for exceptions)
- All school buildings and associated premises are non-smoking areas.
- The school is not responsible for any loss of or damage to vehicles parked on its premises or their contents.
- The school playing fields will not be let unless in a suitable condition to be used.
- Details of current letting charges are available from the school office.

Charges

- All charges will be subject to periodic review by the governing body.
- The calculation of charges will include consideration of the real costs of heat, light, sewerage and water and the cost of caretaking for the event.
- All lettings to charitable and community groups are made without profit.
- Other charges are agreed by the governing body and may include an element for profit above actual costs.

The Application Process

- The hire submits two copies of the application form which sets out the time and date of the proposed hiring and the precise definition of the premises and facilities to be hired, including changing rooms for sporting events, lavatories and kitchens.
- The application is considered by (*insert name of committee)* or Headteacher on its behalf and a decision is made whether to permit the hire.
- The caretaker is informed. If the caretaker is not able to service the hiring, a key holder will be identified, who will receive payment at the same rate as the caretaker.
- One copy of the application form is returned to the applicant with a letter of confirmation setting out the terms of hire, including insurance requirements.
- An invoice is issued prior to the letting and must be paid in advance.
- A receipt is issued.

9. APPLICATION TO HIRE EDUCATIONAL PREMISES

Applications to hire educational premises are required to be made by completing this form and returning it to the following address at least 10 days before the period of hire required:

Mrs J Morris
Headteacher
Black Horse Hill Infant School
Saughall Massie Road
West Kirby
Wirral
CH48 6DR

Premises Required (e.g. pitch, classroom, hall, etc)
Date and Time Required (for single booking) Date Start time Finish time:
Dates and Times Required (for regular/block booking) Start date End date Frequency of use Start time Finish time:
Purpose of Hire
Number of persons the hirer intends will be using the premises during the period of hire
Details of Hirer/Organisation Name of Hirer/Organisation Contact address Telephone number If an organisation, name of person representing the organisation
Please also complete the details required overleaf

Does the hirer have public liability insurance to cover the hiring? If yes, please complete the following: Name of insurer: Policy number: Amount of insurance cover provided: Date of expiry of policy:
Is the hirer intending to sell any foods, goods or refreshments at the premises? (If yes, please refer to clause 14 of the Terms and Conditions of Hire)
Does the hirer have any specific requirements? (e.g. the provision or setting out of chairs/tables etc)

Signature of Hirer/Authorised representative of the Hirer

_____

Name in full _____ **Date**_____

10. TERMS AND CONDITIONS OF HIRING FACILITIES

School Responsibilities

For the duration of the letting period schools will be responsible for ensuring the following provision:

1. Adequate means of escape in an emergency adequate equipment available for the use should an emergency situation arise. This should include: fire extinguishers, first-aid kit, access to telephone.

2. Adequate heating, lighting and ventilation. This should include external lighting where required.

3. Safe equipment and premises.

4. Individual arrangements should detail which equipment should be used and which not.

5. Assistants available on call to deal with defects to school plant or equipment to ensure premises are secured. Sufficient information given to hirers on operation of plant, equipment and emergency facilities. (This will include, for pool hire, copies of normal and emergency procedures).

6. Arrangements are in place to ensure the security of the premises at the end of the letting period if appropriate.

7. In addition to the above provisions, schools must ensure that hirers will have adequate supervision in attendance during letting periods. For swimming sessions this will require evidence of valid life-saving qualifications being produced.

8. Schools will be required to carry out periodic monitoring of hire activities to ensure compliance with hire conditions.

Hirers Responsibility

Once you have signed this contract you agree to all the terms and conditions listed below. It is important that you read these terms and conditions carefully and that you make sure you understand the terms and conditions fully. After you have signed this terms and conditions form you should return it to the school office along with your booking form as soon as possible.

If you have booked a facility via telephone, fax or e-mail, this will not be confirmed until you return both a completed and signed booking and terms and conditions form.

1. **Contractual Agreements**
   The times and dates that you request will be considered and where possible granted, if the facilities or the times that you requested are not available then the school will contact you the hirer to discuss alternative options. The time that you are allocated is to be adhered to. As the hirer or person in charge of the group you must ensure that all members of the group arrive on time or as near to the time as possible and must leave on time. Failure to leave after ten minutes into the next hour will result in a penalty charge of £20.00 being charged to the hirer or the person in charge of the group. Continued failure to leave the facilities on time will result in the termination of the contract.

2. **Damage to School Property**
The hirer shall be liable to the Headteacher for improper use of any facilities. If the hirer causes any damage to property then the hirer will be liable to pay for all charges and expenses incurred in the process of rectifying the damage.

All hirers must have adequate and suitable Public Liability Insurance and this is the responsibility of the hirer and not the school/Local Authority. The school reserves the right to refuse admission to any hirer.

3. Health and Safety

Fire Alarm and Evacuation Procedures
For the duration of the letting the hirer will be responsible for ensuring familiarity with emergency equipment such as fire extinguishers, alarm call points, telephones and first-aid facilities. An emergency evacuation procedure is established. This will detail who will be responsible for taking control, calling emergency services and where to assemble. Consideration should be given to the needs of individuals with special needs.

For safety and fire prevention reason, no garlands or decorations are used other than those agreed in advance with the School Representative, which must not be of a combustible nature.

Guidance
School to give details of Fire Safety Procedures.

Lighting and Electrical Safety
During the period of hire, the Hirer shall ensure that

- No lighting, heating, power or other electrical fittings or appliances in the premises are altered, moved, or in any way interfered with.
- No additional lights or extensions from the existing electric light fittings are used without the previous consent of the School Representative.
- Electrical appliances brought onto the premises have been tested for electrical safety (Portable Appliance Test Certificates may be required for inspection by the school).

Security
All entrances and exits must be kept clear at all times. Do not open fire exits as this poses a security risk.

Guidance
The school should give details of existing security measures. E.g.: controlled access, CCTV, gates, fencing etc.

4. **Alterations, Advertising and Care of Premises**

1. No bolts, tacks, screws, bits, pins, or other like objects shall be driven into any part of the premises by the hirer no shall any placards or other articles be fixed to any part of the premises
2. No advertisements of any type are to be displayed inside or outside the premises by the hirer without the prior approval of the School Representative.

3. No alterations shall be made to the premises by the hirer, either in construction, arrangement of public accommodation, lighting, heating, seating, fixtures, fittings, exits or otherwise without the prior written approval of the School Representative.
4. Footwear likely to damage the floors is not to be worn. Damage caused to any surface through inappropriate footwear will result in additional charges being incurred by the hirer to pay for the damage caused.

5. **Facility Tariffs and Charges**

The tariffs and charges for the hiring of the facilities are made in accordance with the Governing Body of the school. Additional charges may be incurred by the hirer if malicious damage has been caused. We have been advised by the Local Authority that all hirers must take out Public Liability Insurance.

6. **Smoking, Drugs and Alcohol**

Smoking is strictly prohibited in the school and external grounds. If a hirer or any member of the hirer's group wishes to smoke they must go outside the grounds using only open entrance/exit doors and not fire exit doors. Cigarettes must be properly extinguished and disposed of. Drug taking is strictly prohibited and any incident that occurs will result in the immediate termination of the hirer's contract, unless the hirer can prove that the drugs are for medical reasons. Alcohol consumption is strictly prohibited and any incident that occurs will result in the immediate termination of the hirer's contract.

7. **Staff**

The school and the LA will not tolerate any verbal, physical or mental abuse towards its staff. Staff at school may at times inspect the facilities to make sure that all terms and conditions are being complied with and do not need to give any advance warning. If school staff feel the terms and conditions are being breached you will be informed. Failure to further comply after this point will result in the immediate termination of your contract.

8. Prevention of Nuisance

1. The hirer shall ensure that any music played or provided at the premises, or noise levels from functions or activities taking place on the premises, do not cause a nuisance either within the School or to surrounding premises or any nearby residential accommodation.
2. The hirer must ensure that cars belonging to their patrons are not parked so as to cause an obstruction at the entrance to, or exits from, the school and do not obstruct or delay access to the School by emergency vehicles.
3. The hirer shall take all reasonable measures to ensure that cars belonging to patrons do not obstruct the public highway outside of the school or access to adjacent private property and that undue noise is not caused on arrival or departure.
4. The hirer shall comply with any requirements of the School with regard to parking of vehicles.

9. Equal Opportunities

The hirer must not discriminate, or permit others acting on his behalf to discriminate, in any of its activities held in the premises.

10. **Payment**

You as the hirer are responsible for payment of the facilities you are hiring.

Guidance
The school should give details of invoicing, payment dates, methods of payment and penalties for late payments.

11. **Cancellation**
The hirer may cancel their booking at any time, but must give a minimum of one months notice prior to the cancellation. A minimum of 48 hours notice should be given for cancellation of a particular date or individual session. A charge may be made in respect of inconvenience cause to the caretaking staff if no notification is received by this time.

12. **Licences and Permissions**
The hirer is responsible for any licences and permission they may need for example advertising. The school will not be held responsible for the hirer breaching any licences or permission agreements.

13. Food Refreshments and the Sale of Goods
The hirer may not sell or allow to be sold on the premises any food, refreshments or goods without first obtaining the written consent of the Governing Body.
The hirer shall, if selling food, refreshments or goods on the premises, comply with all relevant legislation

14. **Lost Property**
The hirer or the person in charge of the group has a responsibility to ensure that no personal or group property is left at the school. However, if this occurs the school will retain the item for a maximum of seven days, after which the item will be disposed of unless you contact the school to arrange collection.

15. **Equipment**
No school equipment other than that specified at the time of letting is used. School furniture shall not be moved by the hirer except by arrangement with the caretaker or person holding custodianship for the time being e.g. relief caretaker.

16. **Litter**
Litter and property belonging to the hirer is to be removed by the hirer at the end of the period of hire. Any costs incurred in removing these items will be paid by the hirer.

17. **Other**
If you have more than one booking please note that each booking is treated as a separate booking. Parking in the car park is free of charge and you and any members of your group leave vehicles at your own risk. The school will not be held responsible for any loss or damage to vehicles or any contents you leave in it.

Please ensure you have read and fully understood these terms and conditions. Signing this terms and conditions form will indicate to the school that you fully understand and comply with all the terms and conditions stated. You may wish to keep a copy for your records. Please forward the original signed copy to the school with your completed applications.

Signed:_____ Date:_____

Print Name:_____

On behalf of:_____ (Club/Group/Activity)

11. HIRE AGREEMENT FOR EDUCATIONAL PREMISES

The hirer is required to sign and return one copy of this Hire Agreement to the following address:

The Headteacher
Black Horse Hill Infant School
Saughall Massie Road
West Kirby
Wirral
Merseyside
CH48 6DR

Please note that until such time as the signed Hire Agreement is received by the School, together with any deposit or payment required, there is no firm booking with the School for the hire. This means that the School is free to accept alternative bookings for the Premises without any obligation to the Hirer, and accepts no responsibility whatsoever for any costs incurred by the Hirer in anticipation of the hiring proceeding. Following receipt of the signed Hire Agreement by the School, cancellation of the hiring shall be governed by the School's Terms and Condition of Hire.

Premises
Date and Time Period of Hire (for single booking) Date Start time: Finish time:
Date and Time of Period of Hire (for regular block booking) Start date: End date: Frequency of use: Start time: Finish time:
Purpose of Hire
Maximum Capacity permitted in the premises
Hirer /Organisation **Hirer's Authorised representative if an organization**
Cost of Hiring
Deposit Required
Date for Payment of Cost of Hiring/Deposit
Any additional sum required as security (to be refunded to the Hirer following expiration of the period of hire if all obligations have been complied with

Insurance Details **Insurer** **Policy number**
Details of any consents given by the Governing Body regarding sale of foods, goods or refreshments
Specific requirements of the hirer agreed and noted by the school

I confirm that I have the Black Horse Hill Infant School Lettings Terms and Condition of Hire that have been supplied to me. I agree that this hiring is governed by those Terms and Conditions of Hire and I agree to observe and perform the requirements of the Hirer as set out in the Terms and Conditions of Hire.

Signature of Hirer/Authorised representative of the Hirer _____

Name in full _____ **Date** _____