



SHOBNALL PRIMARY & NURSERY SCHOOL

ARRANGEMENTS FOR LETTINGS



SEPTEMBER 2020

Review:

September 2024

SHOBNALL PRIMARY & NURSERY SCHOOL
Hire of Shobnall School Premises Application Form



1. Name of Group:
2. Contact Name:
3. Address:
4. Daytime Tel. No: _____ Evening Tel No: _____
5. Details of requirements: Room and area to be hired (tick relevant box)

| Hall | Other Facilities | Toilet Facilities | Car Park |
|--|--------------------|---------------------------|-------------------------|
| Hire fee per hour: | Start date: | | Start time: |
| | End date:* | | End time: |
| Day of week: | | | No. of lettings: |
| Nature of Activity: | | | |
| Equipment / facilities requested: | | | |
| Equipment to be brought in by hirer: | | | |
| <small>NB Portable electrical appliances brought on to the premises must comply with British and/or European safety standards. If bringing electrical equipment on to the premises, it can only be used with an RCD adaptor, obtainable from the Site Supervisors. Please specify if an Adaptor is required.</small> | | | |
| Age range of those attending: | | Numbers attending: | |

Public Liability insurance - please tick one box

1. I can confirm that I have arranged Public Liability insurance in the name of the individual organisation hiring the premises for a limit of indemnity of at least £10,000,000. Public Liability insurance is **not** being provided by the County Council's third party Hirer's Insurance Policy. **(Please provide a copy)**
2. Public Liability insurance is being provided by the County Council's third party Hirer's Insurance Policy. I can confirm that I have read the Summary of cover and fully understand the insurance being provided including the policy conditions and exclusions which apply.

NOTE: No personal accident cover is available for any user of the building. No public phone available.

I hereby make application for the hire of the accommodation and facilities stated above and agree to abide by the Conditions of Use specified in the attached documentation

Signature of Applicant _____

Full Name (in block letters) _____ Date: _____

NOTE: The giving of false information on this Application for Hire may lead to the cancellation of the booking without notice.

Mission Statement

The information included in this document is to ensure that potential hirers of Shobnall School have all of the information required regarding the terms and conditions for use and are appropriately insured.

The following information is included in this document:

- a) General Guidelines and Conditions of Use
- b) Third Party Hirers' Insurance Policy – Summary of Cover
- c) Lettings Policy – Conditions of Use
- d) Lettings Application Form

Aims

- To ensure that school is hired in accordance with Local Authority guidelines.
- To ensure that the security of the school is not compromised
- To ensure that Local Authority guidelines will be adhered to in respect of fees and charges

General Guidance

The Authority has negotiated a special insurance policy which obviates the need for some individuals, and some organisations to obtain separate third party liability insurance cover which, for certain groups of hirers, may be expensive, relative to their limited finances. The Council's Insurers are insisting that this Policy is now based on their standard policy wording and that for the policy to operate, Shobnall School must enter into a formal Hire Agreement with all hirers of their premises. The Agreement must be based on the attached Hire agreement wording and must incorporate the Conditions of Use. In order to comply with the County Council's insurer's requirements Shobnall School must ensure that:

1. There is a Hiring policy in place;
2. All Hiring's are subject to a formal agreement between the Hirer and the service;
3. Hirers have read and understood the Conditions of Use, and have signed the hire agreement to confirm their acceptance of the Conditions;

It is important that both Shobnall School and Hirers understand when the Council's Third Party Hirers' policy will apply and when Hirers will need to provide their own Public Liability cover. Following on from the above, the Council's Third Party Hirers' policy will not apply in respect of the use of the premises for the following:

- Meetings organised by political parties
- Professional entertainment promotions
- Commercial or business use
- Hire of outdoor areas and playing fields unless as part of a hiring for the main building. Where only the outdoor areas or playing fields are hired separate Public Liability Insurance must be in place to protect any legal liability attaching to the hirer.

In addition it should be noted that the policy only applies whilst the individual / organisation is using Council premises. Where individual's / organisation's activities are excluded from the Policy, the hirer must have Public Liability Insurance in their own name with a Limit of Indemnity of at least £10,000,000. The recommended hiring's agreement requires Hirer's to confirm either that their activities fall under the County Council's Third Party Hirers' Policy or that they will provide their own cover. Shobnall School must ensure that it is clear which alternative applies to each letting. The Third Party Hirers' Insurance Policy – Summary of Cover should be shown to all prospective Hirers to determine whether or not they can take advantage of the County Council's Policy. The remaining documentation is recommended for use by the Service in ensuring there is a formal application / agreement for the hiring. When an application for the letting of a centre is approved the hirer is required to sign the Agreement to confirm that they will abide by the Conditions of Use and that they understand the Public Liability insurance position.

Insurance

Third Party Hirers' Insurance Policy – Summary of Cover

The policy will indemnify the Insured (the Hirer) against all sums which the Insured shall become legally liable to pay as compensation arising out of:

- Accidental bodily injury or illness (fatal or otherwise) to any person and/or
- Accidental loss of or accidental damage caused to third party property

Details of the policy cover are set out below:

1. Persons/Organisations Insured

Individuals and organisations which would not normally be expected to have their own Public Liability Insurance hiring premises owned by Staffordshire County Council

2. Occupations & Activities

The activities of the Insured (see above) at the premises owned by Staffordshire County Council

3. The intention of this policy is to protect the Hirer where a claim of negligence is made against them by a third party

4. The Insurer will indemnify the Hirer in respect of all sums which the Hirer may become legally liable to pay as damages and claimants' costs and expenses for:-

- accidental injury to any person (other than an employee of the Hirer if such injury arises out of and in the course of employment by the Hirer
- accidental damage to the premises or the contents of the premises subject to the liability of the insurer not exceeding £100,000 in any one claim in respect of legal liability which attaches to the Hirer solely by reason of the agreement that would not have attached in the absence of such agreement
- accidental damage to other property not belonging to nor in the custody or control of the Hirer or of any person in the Hirer's service occurring during the period of insurance arising out of the activities of the Hirer at the premises.

5. The policy will not apply in respect of the use of the premises for the following:

- Meetings organised by political parties
- Professional entertainment promotions
- Commercial or business use
- hire of outdoor areas and playing fields unless as part of a hiring for Shobnall School building. Where only the playground or playing fields are hired, separate Public Liability Insurance must be in place to protect any legal liability attaching to the Hirer.

6. The limit of indemnity under the policy is currently £10,000,000

7. The policy only applies whilst the individual/organisation is using Council premises

8. If any other insurance covers the same loss, damage or liability this insurance will not pay any amount covered by such insurance

Hiring's Policy - Conditions of Use

The premises are provided primarily for educational purposes and must not be used in such a manner that might prejudice their use for this purpose.

- Decision concerning the category into to which a Hiring falls rests with Shobnall School.
- Although, charges are inclusive of cleaning, the Shobnall School reserves the right to charge for additional cleaning if, following the activity, it deems that additional cleaning is necessary.
- The period of use agreed shall include sufficient time for the hirer, or Shobnall School, to prepare and re-instate the premises before and after the use. Charges will be made for the whole of the period of use including preparation and re-instatement.
- Prior to use, the specific approval of the Head Teacher must be obtained for the hirer to use any apparatus, tools or equipment belonging to the establishment.
- No refreshments shall be supplied from the kitchen except after consultation with the Head Teacher, for the premises.
- No entertainment or function to which the public are admitted shall be allowed unless the premises are licensed for the purpose under the Bylaws of the relevant Local Authority in whose area Shobnall School is situated and all necessary regulations regarding fire safety are complied with.
- The promoters of the entertainment and similar functions to which the public are admitted shall be responsible for completing to the satisfaction of Shobnall School, the Fire Authority and relevant Local Authority all formalities in connection with the use of the premises for that purpose. Where the Chief Fire Officer or Licensing Authority require additional facilities for the purpose of a letting (such as "Exit" sign and emergency lighting) which are not already installed, it shall be the responsibility of the hirer to provide such facilities of an approved type and method of installation.
- Payment for admission shall be deemed to include admission by ticket or programme or by any other method by which the making of a payment entitles the person to admission.
- Permission shall not be granted for the use of Shobnall School establishment for the production of plays or music unless the promoters have given proof to the Head Teacher for the premises either that all royalties or fees for performing rights have been paid or that the publishers have been notified as the case may be.
- Intoxicating liquor shall not normally be brought onto nor consumed on to Shobnall School premises. Subject to the prior consent of the officer responsible this prohibition may be relaxed on Friday and Saturday evenings and during holidays for special functions organised by such bodies as Parents Associations and Old Students and for functions arranged by other bodies where an alternative meeting place is not available providing that:

- The hirer complies with the licensing laws;
- The occasion is a private restricted function not open to the public;
- No liquor is delivered to the premises before the time of the commencement of the letting.
- On the advice of the County Playing Fields Officer, the officer responsible may refuse or cancel any hiring of a playing field, without notice, if weather conditions or the state of the ground make it likely that unreasonable damage to any persons or the ground may result from use. Suitable footwear must be worn.
- Applications will not be considered for the use of Shobnall School for;
 - committee rooms for candidates at elections
 - livestock shows
 - public meetings unless no alternative accommodation is available.
- Sub letting is not permitted.
- Smoking is not permitted any where within school grounds.

Indemnities:

- The hirer shall indemnify the County against any damage to the Council's premises or any damage to or loss of the Council's furniture, apparatus or equipment if such damage or loss occurs during, or arises from, the hiring of the premises by the hirer.
- Paragraph i) of this clause shall not apply to damage or loss resulting from fire or explosion, unless due, in part or whole, to the negligence of the hirer.]
- The parking of vehicles on Shobnall Primary & Nursery Schools property shall be permitted in approved areas, provided that persons bringing said vehicles on to the premises do so at their own risk and accept that they will be responsible for meeting the costs resulting from any damage to property or injury to any person, whether connected with the establishment or not, caused by such vehicles and their presence on the Shobnall School premises.
- Shobnall School reserves the right to terminate the hire agreement **at any time** subject to one month's written notice.

Applications

- All applications for the use of education premises should be made not less than 21 days before the desired date to the officer responsible who shall consult the local body and communicate the decision to the applicant.

Charges

All hire charges are payable in advance - £9 / hour is payable for use of school hall.

Related Policies and/or Procedures

Policy for Charging and Remissions

Gritting

Policy for Health & Safety

Security

September 2020

1. Close & lock all internal doors which do lock
2. Enter code into security camera alarm pad (beneath TV in reception)
3. Switch lights off in reception area and walk through double wooden doors
4. Enter code into burglar alarm key pad (beneath fire alarm panel)
5. Switch lights off in lobby area and walk out through white doors, locking behind you.

There is about a 2 minute delay to get off site before the security cameras are activated and approx. 30 seconds before the burglar alarm is set for the school.

Garrison = gate / padlock key / external store

Master key for all other doors

Fire alarm panel key is kept inside keysafe within the Medical Room (off reception area)

3 keys and locking up instructions received by:

Signed by _____

On behalf of _____

_____ will maintain the security of the school building at all times and will close / lock & alarm the school building everyday when they leave the premises, according to the above instructions.

Caretaking Service provided by G Taylor & Son, (Mr R Taylor contact numbers – 07725 731216) in the event of an emergency.