

PRINCEFIELD FIRST SCHOOL

POLICY ON LETTINGS/INSURANCE

At Princefield, we believe that the school buildings/field are part of the community and because of this feel that they should be available for use out of school time. However, they are provided essentially for education purposes and must not be let in such a manner that might prejudice their use for this purpose.

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:

- a.) Accidental bodily injury or illness (fatal or otherwise) to any person and/or
- b.) 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 and 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:-

- a.) 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)
- b.) 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
- c.) 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

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5. The policy will not apply in respect of the use of the premises for the following:
 - a.) meeting organised by political parties
 - b.) professional entertainment promotions
 - c.) commercial or business use
 - d.) hire of playground and playing fields **unless** as part of a hiring for the school buildings. 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 £5,000,000
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

GENERAL GUIDELINES AND CONDITIONS OF USE OF THE SCHOOL

1. USE OF THE SCHOOL KITCHEN

The Catering Contractor has sole use of the kitchens and equipment. Schools may only use the school kitchen for the purpose of preparing drinks and washing crockery but none of the equipment must be used.

2. JOINTLY PROVIDED FACILITIES

Some school facilities (such as Sports Halls and Swimming Pools) are provided jointly by the District Council concerned and the County Council. Where such facilities exist, the hiring arrangements are laid down within the approved Management Scheme.

3. CONDITIONS OF USE

School premises are provided essentially for educational purposes and must not be let in such a manner as to prejudice their use for this purpose. The Hirer shall accept the following conditions of use:-

- a.) The Governors shall determine, in advance, the duration of a letting and reserve the right to cancel should payment of the agreed charges be in arrears.
- b.) Apparatus, furniture or equipment belonging to the establishment shall only be used for their proper purposes. Hirers are reminded that equipment should only be used with the prior consent of the Headteacher.
- c.) The promoters of entertainment and functions to which the public are admitted on payment shall be responsible for completing to the

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satisfaction of the Governors 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 admissions shall be deemed to include admission by tickets or programmes or by any other method by which the making of a payment entitles a person to admission.

- d.) No entertainment or function to which the public are admitted shall be allowed unless the premises are licensed for the purpose under the by-laws of the Local Authority in whose area the premises are situated and all necessary regulations against fire are complied with.
- e.) The hiring body shall be responsible during the function or entertainment for which the premises are hired for ensuring:
 - i) all safety requirements and recommendations of any licensing authority are complied with
 - ii) any limitation on the number of persons admitted imposed by any licensing authority or the Governors are complied with
 - iii) suitably qualified persons are employed to be responsible for the supervision of the premises and the conduct of those attending so as to avoid personal danger and damage to the premises.
- f.) Permission shall not be granted for the use of an education establishment for the production of plays or music unless the promoters have given proof either that all royalties or fees for performing rights have been paid or that the publishers have been notified as the case may be.
- g.) Intoxicating liquor shall not normally be brought into, nor consumed at, educational establishments without the prior consent of the Governors.

Where such consent is given, it is on the understanding that the Hirer complies with the licensing laws.
- h.) The Hirer shall be aware that the whole of the school grounds both inside and outside of the buildings are a no smoking area.
- i.) The Hirer shall be responsible for reimbursing the full cost of any damage occasioned by users to premises, furniture, apparatus and equipment and will be required to indemnify the school against any liability at law in respect of any accident involving death or bodily injury to any person, or damage to or loss of any property, real or personal, and happening consequent upon, or in connection with, the use of the premises unless due to the negligence/default of the Governing Body, its servants or its agents. The Authority has a special insurance policy which will provide cover for the Hirer in certain cases. Full details of

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the policy, including conditions and exclusions can be found in the Third Party Hirers' Policy - Summary of Cover document. Where the Hirer is a political organisation, a professional entertainment promoter, or uses the premises on a commercial/business basis or is unable to satisfy the requirements of the Third Party Hirers' Policy then they will be required to obtain separate third party insurance cover on terms to be approved by the school.

- j.) The parking of vehicles on the school's premises shall be permitted in approved areas only on condition that persons bringing such vehicles on to the premises do so at their own risk and that they accept responsibility for any damage to the school's property or injury to any person, whether connected with the establishment or not, caused by such vehicles or their presence on the school's premises.
- k.) Any hiring of a playing field may be cancelled without notice if weather conditions or the state of the ground make it likely that unreasonable damage may result from use. Suitable footwear must be worn.
- l.) The hiring body shall comply with such additional conditions as the County Council, Headteacher or the Governors may require in writing, to be observed for a particular letting.
- m.) The hiring body shall give the school/Governors a copy of an up-to-date Criminal Records Bureau (CRB) Certificate.
- n.) **Princefield First School takes the safeguarding of children on its school grounds very seriously.** Any hiring body needs to ensure that they have appropriate systems in place to ensure that all reasonable checks and safeguards have been put in place. If any after school club provider have any concerns, then they should raise them with the schools designated teacher for child protection, which is Mrs Gallant (Headteacher) or the deputy designated teacher, Mrs Julie Binns.

LETTING CHARGES

	<u>Hourly rate</u>
Hall with cloakroom & toilet	£15.00 + 20% VAT
Janitors' Fees	£20.00 per event
After School Club Rate	7.50 + 20% VAT
Day /Week rates	By negotiation

With regards to Community Activities where Princefield children are involved, it has been pre-agreed by the Governing Body that a reduced rate can be charged

Reviewed: June 2015

Next Review: June 2017

**PRINCEFIELD FIRST SCHOOL
APPLICATION FOR HIRE OF SCHOOL**

1. Name of Hirer
2. Address of Hirer
3. Daytime Telephone Number..... Evening
4. Details of requirements: Room and area to be hired (tick relevant columns)

Hall		Library	Classroom		Playing field	Children's Centre
@ £15 pr hour		@ £15 pr hour	@ £ 15 pr hour		@ £15 per hour	£15 pr hour
Start date:				Start time:		
End date:				End time:		
Day of Week:				Number of Lettings		
Nature of Activity:						
Equipment / facilities requested:						
Equipment to be brought in by hirer:						
Age range of those attending:				Numbers attending:		

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.

*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.

*Public liability insurance is not being provided by the County Council's Third Party Hirer's Insurance Policy and I can confirm that I have arranged Public Liability Insurance in the name of the individual / organisation hiring the school premises for a limit of indemnity of at least £5,000,000.

***Copy of CRB Certificate attached**

***Delete as appropriate**

Signature of Applicant:

Full Name (in block letters) Date:

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

Agreed by

Position in School.....**Date**.....