



# **HEALTH & SAFETY POLICY - PART 3**

# **LETTING ARRANGEMENTS**

| Approved by           |                    |  |  |  |  |
|-----------------------|--------------------|--|--|--|--|
| Name:                 | J. Gale            |  |  |  |  |
| Position:             | Acting Headteacher |  |  |  |  |
| Signed:               |                    |  |  |  |  |
| Date:                 | November 2024      |  |  |  |  |
| Proposed review date: | November 2025      |  |  |  |  |

## **REVIEW SHEET**

The information in the table below details earlier versions of this document with a brief description of each review and how to distinguish amendments made since the previous version date (if any).

| Version<br>Number | Version Description  | Date of Revision  |
|-------------------|--|-------------------|
| 1                 | Original   | May 2013          |
| 2                 | Minor revisions throughout   | May 2015          |
| 3                 | Minor revisions to ensure the school is not hired out or otherwise let to external agencies who use the premises to deliver messages of, or support for, extremism or radicalisation | June 2016         |
| 4                 | Minor changes  | June 2017         |
| 5                 | Minor changes to hire conditions   | July 2019         |
| 6                 | Change to minimum Public Liability insurance to £10m   | September 2019    |
| 7                 | Arrangements, 'Booking Form' (Appendix B) and 'Conditions of Hire' (Appendix C) updated to reflect changes as a result of the Coronavirus (Covid-19) pandemic                        | 01 September 2020 |
| 8                 | Minor updates to include information on the new NHS Test and Trace App and QR Codes.   | 25 September 2020 |
| 9                 | Minor updates to reflect National Restrictions and Local Tier 4 Restrictions   | 04 January 2021   |
| 10                | Minor updates as a result of revised Government guidance during Covid-19 pandemic  | 09 February 2021  |
| 11                | Minor updates as a result of revised Government guidance during Covid-19 pandemic  | 05 March 2021     |
| 12                | Minor updates to reflect Step 4 of lockdown easing – for use from 19/07/21.  | 08 July 2021      |
| 13                | Updates in light of Keeping Children Safe in Education, September 2021.  | 19 November 2021  |
| 14                | Updates in light of Covid Plan B in relation to NHS Covid Passes.  | 10 December 2021  |
| 15                | Updated to reflect revised DfE guidance in relation to general emergencies including local or large-scale public health incidents. Updates also to Appendix B & C.                   | April 2022        |
| 16                | Amended document heading to 'Hire of school facilities' procedures and wording amended throughout.   | September 2022    |
| 17                | Minor changes to text to account for updated LA details and links to the KAHub and other external websites   | September 2023    |
| 18                | Reviewed September 2024 Minor formatting changes, no changes to content.   | September 2024    |

## **CONTENTS**

| 1.  | Availability and Suitability of Premises         | .1  |
|-----|--|-----|
| 2.  | Exemptions                                       |     |
| 3.  | Indemnities                                      |     |
|     |  |     |
| 4.  | Local Conditions                                 |     |
| 5.  | Safeguarding arrangements                        |     |
| 6.  | Charges  | .2  |
| 7.  | Cancellations                                    | .3  |
| 8.  | Administration                                   | .3  |
| 9.  | Damage to the School Building or School Property | -   |
|     | Health and Safety                                |     |
| TU. | Meditii diiu Saiety                              | ٠.: |

Appendix A - Basic safeguarding checklist of requirements for all Hirers of school premises

Appendix B - Lettings Booking Form

Appendix C - Conditions of Hire

Appendix D - Lettings Register

Version No: **18** Last Review Date: **September 2024** 

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Last Review Date: September 2024

#### LETTING ARRANGEMENTS

Fairfield Primary School welcomes the opportunity to share the school with the community and it will be open for Letting on a regular basis, for a variety of purposes. The School reserves the right to use its facilities for its own use, giving reasonable notice. Letting charges will be used to support the budgetary costs of the school.

Our lettings arrangements operate within the framework of the school's Single Equality Scheme and Equality Objectives.

Each application for lettings will be treated individually, but with the following criteria being taken into consideration:

#### 1. Availability and Suitability of Premises

- Do we wish to let the premises?
- Is the booking an appropriate use of our building?
- Which parts of the premises should be let?
- What arrangements are needed for the opening and closing of the building?
- Can we ensure Security of the building?
- Will facilities for Disabled persons be required i.e. accessibility to buildings, toilet facilities etc.?
- Are 'letting' rooms suitable for community use? I.e. sufficient space, adequately heated and lit.
- Can access to facilities be gained without going through areas restricted to school use such as classrooms and staff areas?
- Is there sufficient external lighting to allow safe access and egress?

The school reserves the right for staff to enter the school premises and hall at all times. Lettings are entirely at the school's discretion as is the decision to refuse an application. Our Friends of Fairfield (PTA) are invited into school with their meetings co-ordinated and attended by school leaders and therefore follow school Policy/procedures; they are not considered as a 'letting'.

#### 2. Exemptions

- The school will not allow its premises to be let to persons or organisations that in the Governors' view, disturb the principles of community cohesion, or bring the school into disrepute.
- Lettings will not be made to persons under 18 years of age. The school will ask for evidence of adulthood where the person 'appears' not to be 18 years or older.
- Lettings will not be made to persons or organisations that do not provide evidence that they have Public Liability Insurance (£10 million Public Liability Insurance) unless the letting is to a private individual e.g. for a birthday party/anniversary etc.
- The Governing Board/Headteacher will take appropriate action to ensure that the school is not hired out or otherwise let to external agencies who use the premises to deliver messages of, or support for, hate crime, extremism or radicalisation.
- Lettings will not be allowed for political and/or religious meetings or for other purposes as specified by the Headteacher or Governing Board.

#### 3. Indemnities

- The Hirer shall indemnify the school and Learning for Life Trust against all actions, proceedings, claims and demands that might arise as a result of use of the premises by the Hirer, except where Occupiers Liability Legislation applies.
- The school and Learning for Life Trust shall be indemnified from and against all actions, proceedings, costs, claims or demands arising out of the performance copyright works on the school premises.

#### 4. Local Conditions

- No alcohol shall be brought or consumed on school premises or any part thereof except by recognised
  organisations. It is the responsibility of the Hirer, on behalf of the recognised organisation, to obtain any
  necessary license for the sale of alcohol.
- No alterations or additions to the electrical installations at the school may be made.
- No additional staging, curtaining or scenery may be erected without the previous consent in writing of the Headteacher and shall be returned to their original state immediately after use, at the expense of the

Last Review Date: September 2024

Hirer.

- Where any use involves the erection and/or dismantling of a stage, this will be carried out by the Hirer at his/her expense and at his/her own risk.
- All such curtaining or scenery shall be rendered non-inflammable. Stage scenery and other effects must neither be brought on to the school premises nor taken away while the school is in session except with the express permission of the Headteacher.
- Furniture, including chairs, must not be removed from the school premises nor for use either on the playing field or playground or in any other building outside the school unless prior permission has been applied for and granted by the Headteacher.
- No advertising may be placed in any area of the school premises without the direct permission of the Headteacher.
- Arrangements for the control of vehicular and pedestrian access to and around the school site must be considered having regard to the different activity periods associated with the various users/Hirers.
- The use of any preparation or material for the purpose of preparing a floor for dancing is not allowed, as this may make the floors dangerous for normal use. The safe condition of the floors shall be deemed acceptable to the Hirer after inspection and will remain the Hirer's responsibility during the letting.
- If the terms and conditions of hiring are contravened in any way, the Headteacher reserves the right to cancel any permission for further use and will inform the Hirer in writing. In such event, the Hirer will not be entitled to any compensation or refund of any payment made in respect of such use.
- It is the responsibility of the Hirer to ensure that any area of accommodation used in the course of the letting is left in the condition in which it was found and is maintained in a safe condition during the letting.

#### 5. Safeguarding arrangements

- When the Governing Board/Headteacher hire or rent out school facilities/premises to organisations or individuals (e.g. to community groups, sports associations, and service providers to run community or extra-curricular activities) we must ensure that appropriate arrangements are in place to keep children safe.
- When services or activities are provided by the Governing Board/Headteacher, under the direct supervision or management of the school staff, the setting's arrangements for child protection will apply. However, where services or activities are provided separately by another body this is not necessarily the case. The Governing Board/Headteacher/ DSL will therefore seek assurance that the body concerned has appropriate safeguarding and child protection policies and procedures in place (including inspecting these as needed); and ensure that there are arrangements in place to liaise with the school on these matters where appropriate. Appendix A provides a checklist for school use when checking the safeguarding arrangements of a Hirer/childcare provider. This checklist will also form part of the 'Conditions of Hire' agreement- Appendix C.
- The Hirer will be expected to show they have robust Safeguarding arrangements in place and that there is a named 'designated person' i.e. a Safeguarding Lead for referring Child Protection and safeguarding concerns. The Policies and procedures related to safeguarding and child protection should be robust enough to stand up to scrutiny in line with the expectations of the school. National organisations may have their own safeguarding policies and procedures and the school will satisfy themselves that the Hirer is compliant with the national guidance and is also aware of the local reporting procedures e.g. Safeguarding Hub and LADO reporting arrangements.
- The Governing Board/Headteacher/ DSL will also ensure safeguarding requirements are included in any transfer of control agreement (i.e. lease or hire agreement), as a condition of use and occupation of the premises; and that failure to comply with this would lead to termination of the agreement.

#### 6. Charges

- The charge for letting of the hall is £15.00 per hour (available in 0.5 and 1 hour slots)
- Charges for Lettings may be reduced or waived at the discretion of the Headteacher.
- The school must receive payment for Lettings seven days prior to the day of Letting. Cancellation of a booking may result in the loss of any payment made, depending on the circumstances of the cancellation – see below.

Last Review Date: September 2024

#### 7. Cancellations

- The Business Manager must be notified of any cancellation at least 4 weeks prior to the date of let. However, notification at the earliest possible time is appreciated.
- Where notification is given to the Business Manager at least 4 weeks prior to the date of the let, the booking charge will be refunded in full apart from any administration charge. Your custom will be welcomed again at any time in the future.
- Where notification is given to the school between 2-4 weeks prior to the arranged date of the let, the Hirer will be entitled to a 50% refund only.
- Where notification of cancellation is given less than 2 weeks prior to the arranged date of the Let, the Hirer will not be entitled to any refund.
- Where a cancellation is made by the school, the Hirer will entitled to a full refund. The school will
  endeavour to notify the Hirer at the earliest possible moment. However, no guaranteed period of notice
  can be offered. Regardless of when notification is given to the Hirer, the Hirer will not be entitled to any
  compensation.
- In the event of a large-scale public health emergency affecting the school or local community, all lettings may be suspended. This will be at the discretion of the Headteacher/Governing Board.

Please note: The above conditions apply for cancellation of total or part of a booking.

Where the Hirer makes a permanent cancellation during the course of a letting agreement, the Hirer will receive a refund for any outstanding sessions but no compensation will be available. The administration charge (if any) will still stand.

#### 8. Administration

Governors have adopted the following procedures:

- The Headteacher will make arrangements for the management and approval of lettings applications.
- All applications should be in writing and accompanied by evidence of third party indemnity insurance and, where relevant, appropriate Safeguarding Children Procedures.
- Credit facilities will not be given. All payments should be made in advance of the lettings.

#### 9. Damage to the School Building or School Property

- The school Headteacher/School Business Manager will inspect the building, and school property as part of his Lettings Duties, at the end of the letting.
- The Hirer is responsible for insuring their own staff and equipment and shall reimburse the school for any damage caused during the period of hire. Any damage caused must be reported to the Headteacher or School Business Manager.
- The Headteacher will estimate the costs of any damage and inform the organisation/individual as soon as possible.
- Advice will be sought from legal services if necessary.
- An invoice for the damages will be raised and sent as soon as an accurate figure can be obtained.
- The school will NOT accept responsibility for any loss of or damage to any property owned by any person
  using the premises during the period of the letting. Property shall be brought onto the premises at the
  sole risk of the owner.

#### 10. Health and Safety

- Appendix C attached to these Arrangements "Conditions of Hire", accompanies the Lettings Booking
  Form (Appendix B), which are sent out to all requests for a letting. It includes information on Site
  Security, Fire Safety, First Aid and Accidents and Welfare arrangements and other local conditions of use.
- Any incident or accident must be reported, in the first instance, to the Headteacher or School Business Manager and accidents recorded in the School Accident Book.
- The school reserves the right to require sight of risk assessments carried out by organisations using the School premises in advance of any Letting.

#### **During emergencies:**

• Temporary variations to these procedures and our conditions of hire may be required in the event of an

Last Review Date: September 2024

emergency e.g. local or large-scale public health incidents, severe weather etc. This may result in additional controls being implemented by the school and imposed on the Hirer or may even result in the 'Hire' being cancelled by the school.

These Arrangements will be reviewed in the light of any incidents that have arisen arising out of a new Letting to ensure that the Arrangements remain appropriate; that Health and Safety standards are met; that the Arrangements ensure adequate protection for the school grounds and building, and for school staff/pupils.

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Last Review Date: September 2024

## Basic safeguarding checklist of requirements for all Hirers of school premises

Note: All Hirers of the school premises must have regard to the DfE non-statutory guidance: Keeping children safe during community activities, after-school clubs and tuition: non-statutory guidance for providers running out-of-school settings.

| Safeguarding                        | out-or-school settings.  | Standards met |            |
|-------------------------------------|--|---------------|------------|
| requirement                         | Expected standards   | (Y/N)         | Checked by |
|                                     | <ul> <li>Must consider the suitability and safety of the setting for employees and take steps to reduce any risks identified;</li> <li>should have first aid training and/or a first aid kit to hand as well as awareness of what to do in an emergency (e.g. call 9 - 999 if a child is having an asthma attack);</li> <li>must have a fire safety and evacuation plan;</li> <li>should have more than one emergency contact number for each child, where reasonably possible, and know of any medical concerns or allergies.</li> <li>must have a child protection policy in place, including procedures for dealing with safeguarding incidents which are communicated to and understood by all staff members;</li> <li>should have awareness of and training on the specific safeguarding issues that can put children at risk of harm (e.g. abuse and neglect, child on child abuse, extremism and radicalisation, online safety, use of mobile phones and other digital technology etc. and impose appropriate rules around this);</li> <li>should have clear procedures on what to do if they have concerns about a staff member, volunteer or other adult who may pose a risk of harm to children;</li> <li>should appoint a Designated Safeguarding Lead (DSL), who has undertaken safeguarding and child protection training and who can liaise with the host school in the event of a safeguarding concern being raised;</li> <li>should provide parents with the name of the DSL so they can raise safeguarding concerns, or if you are a lone provider provide the contact details of your local authority's children's services Cumberland Safeguarding Hub 0333 240 1727 or the NSPCC helpline number (0808 800 5000);</li> <li>should have contact details for the DSL (within the provider organisation) and the local authority</li> </ul> |               | Checked by |
|                                     | designated officer (DO) (0300 303 3892) and know the local referral route into children's social care (Cumberland Safeguarding Hub 0333 240 1727);  • should hold details of the school DSL where the premises are provided by the school in order to liaise with them on child protection issues affecting the school/schools where the children normally attend.   |               |            |
| Suitability of staff and volunteers | should ensure staff and volunteers have had relevant pre-employment checks (e.g. DBS check, verification of identity) or, if you are a volunteer or self-employed, checked if the organisation   |               |            |

1

Appendix A

| Safeguarding requirement | Expected standards   | Standards met<br>(Y/N) | Checked by |
|--------------------------|--|------------------------|------------|
|                          | <ul> <li>contracting your services, can apply for a DBS check on your behalf;</li> <li>should have regular performance reviews in place to check the suitability and training requirements of staff and volunteers after their appointment.</li> </ul> |                        |            |
| Governance               | <ul><li>should have a clear complaints procedure;</li><li>should have an effective Whistleblowing Policy.</li></ul>  |                        |            |

| Policies/procedures viewed/copy received (where unaccompanied children are present)            |                               |  |  |  |  |  |
|--|-------------------------------|--|--|--|--|--|
| Policy/procedures  | Copy viewed/received – Yes/No |  |  |  |  |  |
| Child Protection/Safeguarding Policy and procedures (where unaccompanied children are present) |                               |  |  |  |  |  |
| Child Protection Training Certificates   |                               |  |  |  |  |  |
| Health and safety Policy and procedures  |                               |  |  |  |  |  |
| Risk Assessments (if applicable)   |                               |  |  |  |  |  |
| Confirmation of DBS certificates for those in Regulated Activity                               |                               |  |  |  |  |  |
| First Aid Certificates   |                               |  |  |  |  |  |
| Whistleblowing procedures  |                               |  |  |  |  |  |
| Complaints procedure   |                               |  |  |  |  |  |
| Events notification/licence (if applicable)  |                               |  |  |  |  |  |
| Insurance certificate/schedule (public liability)  |                               |  |  |  |  |  |

NOTE: Failure to comply with safeguarding or child protection requirements of the school may lead to the termination of the agreement.



## **Safeguarding: Lettings**



#### 1. Safeguarding Checks/Procedures

If the Hirer is working with children they must follow the guidance issued in Keeping Children Safe in Education.

It will be necessary for the hirer to undergo **an enhanced DBS check** if a particular letting involves contact with children and young people (throughout this document a child or young person is defined as anyone under the age of 18). It is the responsibility of the hirer, as advised by the Acting Headteacher (Mr. J. Gale), to ensure that they have complied with this requirement and any relevant Cumbria Safeguarding Children Partnership (CSCP) requirements for working with young people. When there is a requirement for DBS checks on associated staff to be undertaken, the Hirer must keep appropriate records in-line with current Safeguarding and Child Protection best practice and report to the school any safeguarding concerns which may arise.

The Hirer will be required to provide **evidence that DBS checks** have been carried out on request. They will also be expected to show they have **robust Safeguarding arrangements** in place and that **there is a named "designated person"** for referring Child Protection and Safeguarding concerns. The policies and procedures related to Safeguarding and Child Protection should be robust enough to stand-up to scrutiny in-line with the expectations of Fairfield Primary School. National organisations may have their own safeguarding policies and procedures that stand up to scrutiny and the school should satisfy themselves that the person responsible for the lease is fully aware of Cumbria's policies and procedures as well.

#### 2. First Aid

Where the hirer is providing sporting activity or coaching, valid and current **First Aid certificates** must be in place when school First-Aiders are not present.

#### 3. Public Liability Insurance

Moreover, a certificate of public liability insurance must also be in place for the provider. Coaches working for that provider must also be able to show evidence of public liability cover if that is a requirement of their role within the organisation that is hiring or letting the school's premises.

#### 4. A Meeting

As part of the **initial lettings meeting, a Safeguarding discussion will be held** (where appropriate) prior to the beginning of a lease, to allow a briefing on how to report a Child Protection concern in Cumbria and how to contact the LADO if there is a concern about the suitability of an adult to work with children, meeting the criteria outlined below –

- 1. Behaved in a way that has harmed a child, or may have harmed a child;
- 2. Possibly committed a criminal offence against or related to a child;
- 3. Behaved towards a child or children in a way that indicates they may pose a risk of harm to children.

The person or group that is responsible for the hire or letting will also be **given the link to the CSCP website and made aware of the contact numbers** for reporting a concern about a child:

Cumberland Safeguarding Hub: 0333 240 1727

#### www.cumbriasafeguardingchildren.co.uk

The school must also be made aware of any safeguarding concerns that become apparent during the course of the lease.

#### 5. PREVENT:

#### Appendix A

"Schools and Academies are expected to pay due regard to the Prevent Duty 2015 and as such should not hire or lease school premises or facilities to groups that have extreme ideologies, viewpoints or links. If a school becomes aware of a Prevent concern regarding a group or individual using their premises and facilities or applying to do so, they should report their concerns through 101, through Children's Social Care or Adult Services or through any other official reporting routes available to them."

#### 6. Meet the Safeguarding Team



Mr. J. Gale
Designated Safeguarding Lead



Mr. C. Steele Deputy Safeguarding Lead

Mrs. H. Birkett Deputy Safeguarding Lead







Mrs. C. Jones Safeguarding Governor

## Safeguarding... Everybody... Everyday

| Checklist:  |  |
|---|--|
| Enhanced DBS check  |  |
| Safeguarding Policy/procedures in place (including named DSL) |  |
| First Aid Certificate(s)                                      |  |
| Certificate of Public Liability Insurance                     |  |
| Attended Letting Meeting                                      |  |
| Provided with a copy of this document                         |  |

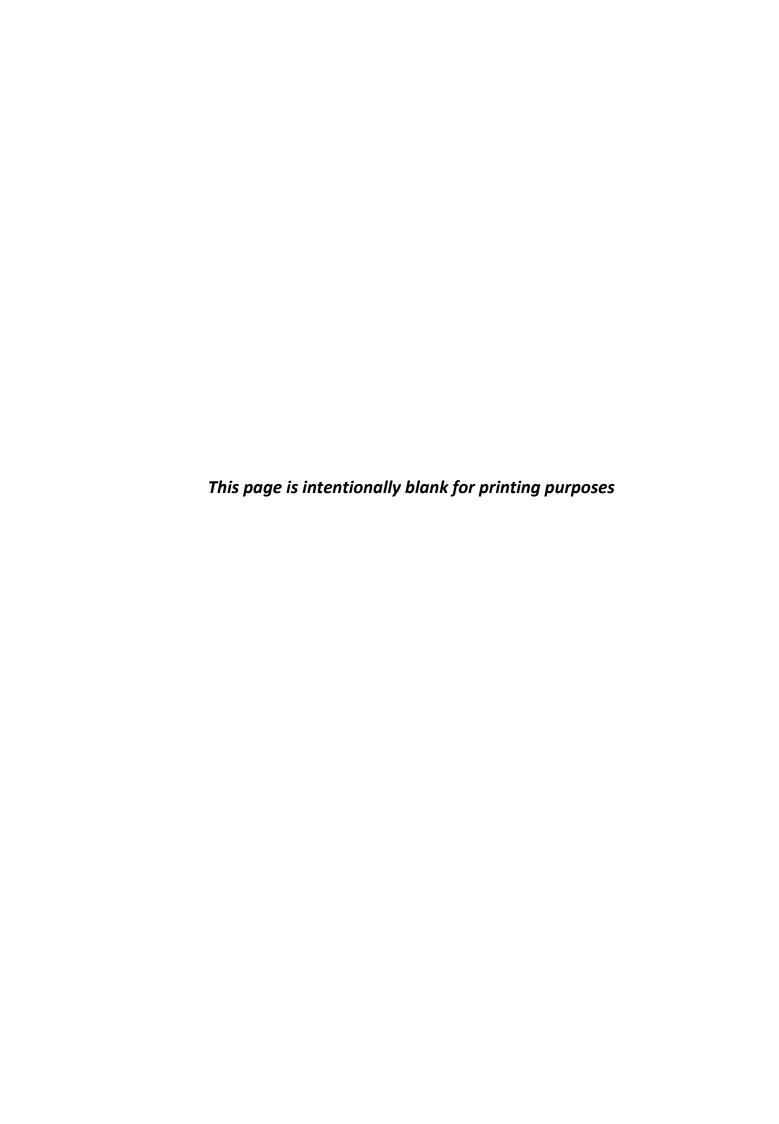
## **LETTINGS BOOKING FORM**

#### ATTACH 'CONDITIONS OF HIRE'

This form is to be completed by the person responsible, on behalf of the Hirers. It is understood that this person will be responsible for the payment of all charges relating to this booking and will ensure that all aspects of our Lettings Arrangements are adhered to at all times.

| adhered  |               |              | ed to at all times. |              |                 |    |                 |
|--|---------------|--------------|---------------------|--------------|-----------------|----|-----------------|
| ACCOMMODATION REQUIRED (i.e. hall, field, kitchen etc.)                                  | TIN           |              | DATE(S)             | TOTA<br>HOUR |                 |    | OTAL<br>OST (£) |
| (i.e. naii, jieia, kitchen etc.)   | FROM          | ТО           |                     | HOOK         | S HOOK          | CC | )31 (E)         |
|  |               |              |                     |              |                 |    |                 |
|  |               |              |                     |              |                 |    |                 |
|  |               |              |                     |              |                 |    |                 |
|  |               |              |                     |              |                 |    |                 |
|  |               |              |                     |              |                 |    |                 |
|  |               |              |                     |              |                 |    |                 |
|  |               |              |                     |              |                 |    |                 |
|  |               |              |                     |              |                 |    |                 |
| TOTAL COST   |               |              |                     |              |                 | £  |                 |
| Name of Hirer:   |               |              |                     |              |                 |    |                 |
| Address:   |               |              |                     |              |                 |    |                 |
| Contact Tel No.  |               |              |                     |              |                 |    |                 |
| Name of Organisation:  |               |              |                     |              |                 |    |                 |
| Purpose of Hire: (if fundraising, state where proceeds w                                 | ill be app    | lied)        |                     |              |                 |    |                 |
| Estimated No. of People present?   |               |              |                     |              |                 |    |                 |
| How many chairs will be required?  | Adul<br>Child | lt:<br>dren: |                     |              |                 |    |                 |
| How many tables will be required?  | Adul          | lt:          |                     |              |                 |    |                 |
|  | Child         | dren:        |                     |              |                 |    |                 |
| Any other equipment required (e.g. pro   | ojector)?     |              |                     |              |                 |    |                 |
| DECLARATION.   |               |              |                     |              |                 |    |                 |
| DECLARATION  |               |              |                     | Dublic Lieb  | :litlu          |    |                 |
| I apply for use of the above accommodation is approved I will pay in advance all letting |               |              |                     | Policy No.   | ility Insurance |    |                 |
| school schedule of charges and agree to co   |               |              |                     | Expiry Dat   | e:              | /  | /               |
| have attained the age of 18 years.   |               |              |                     | Level of Co  | over:           | £  |                 |
| Signed:  |               |              |                     | Date:        | 1               | /  |                 |
| FOR OFFICE USE ONLY  |               |              |                     |              |                 |    |                 |

| FOR OFFICE USE ONLY                            |             |                         |       |        |        |                          |  |   |   |
|--|-------------|-------------------------|-------|--------|--------|--------------------------|--|---|---|
| Cancellation Costs:                            | £           | Admin Costs (if any): £ |       |        |        |                          |  |   |   |
| Booking Confirmed (Date):                      | 1 1         | Invoice Sent / /        |       | /      |        | Payment Received (Date): |  | 1 | / |
| Suitable Covid-19 Risk Ass                     | Yes / No Ch |                         | hecke | ed by: |        |                          |  |   |   |
| Appropriate safeguarding arrangements in place |             | Yes / No                | 1     | C      | Checke | ed by:                   |  |   |   |



## **CONDITIONS OF HIRE**

#### TO BE ATTACHED TO THE 'LETTINGS BOOKING FORM'

#### **General Conditions**

- The person signing the Booking Form shall be considered the 'Hirer' and must be over 18 years of age.
- The person/organisation requesting the letting (the Hirer) has the responsibility to provide evidence of Public Liability Insurance (£10 million minimum) for the period of the Letting.
- Where the Governors/Headteacher hire or rent out school facilities/premises to a provider (e.g. to community groups, sports associations, and service providers to run community or extra-curricular activities) we are required to ensure that appropriate arrangements are in place to keep children safe.
- When services or activities are provided by the Governing Board/Headteacher, under the direct supervision or management of the school staff, the school's arrangements for child protection will apply. However, where services or activities are provided separately by another body this is not necessarily the case. The school will therefore seek assurance that the body concerned (Hirer) has appropriate safeguarding and child protection policies and procedures in place (including inspecting these as needed) and will ensure that there are arrangements in place to liaise with the school on these matters where appropriate.
- The safeguarding requirements expected by the Governing Board/Headteacher are set out below as a condition of use and occupation of the premises. Failure to comply with these requirements would lead to termination of the agreement.
- The Governing Board/Headteacher will take appropriate action to ensure that the school is not hired out or otherwise let to external agencies who use the premises to deliver messages of, or support for, extremism or radicalisation.
- The premises will only be used for the event described on the Booking Form.
- The Hirer will be responsible for ensuring that all activities take place in a safe manner.
- The school will provide a clean and tidy room, all heating and lighting, use of toilet facilities and cloakrooms, furniture as specified and, if the hiring includes use of the kitchen, cooking equipment, crockery and cutlery.
- For safety and hygiene reasons, children under 14 are not permitted in the kitchen.
- The behaviour and safety of persons on the premises for this booking are the responsibility of the Hirer.
- The Hirer is also responsible for ensuring that access to restricted parts of the school not forming part of the letting is not permitted and that there are sufficient stewards to prevent access to the school premises by any unauthorised third parties.
- A qualified person must be present during all session that are considered to be of a hazardous nature, e.g. karate, gymnastics, judo etc. or where the club/organisation is a youth group. It is the responsibility of the Hirer to check the qualifications of those supervising such activities and to establish that Enhanced Disclosures are held by all relevant persons.
- The Hirer is responsible for the adequacy, suitability and safety of all equipment brought onto the premises. No unauthorised electrical equipment shall be used on the school premises.
- Noise levels must be contained to a reasonable level at all times and after 10:30pm no noise shall be audible in any of the neighbouring properties.
- No betting, gambling or gaming is permitted on the school premises.
- It is the responsibility of the Hirer to obtain any necessary licences for the sale of alcohol or the provision of public entertainment.
- The Hirer must ensure that nothing is brought or stored on the school premises which may be offensive, noxious, illegal or dangerous and that may cause damage to the premises or any other facilities or affect the health and safety of any person.
- The Hirer accepts that the Governors/Headteacher may at any time terminate or postpone any single or all bookings at its own discretion and any liability of the Governors for any loss in respect of the termination or postponement shall be limited to the return or any paid deposit only.

#### **Health and Safety**

#### The Hirer:

- must consider the suitability and safety of the setting for employees and take steps to reduce any risks identified;
- should have first aid training and/or a first aid kit to hand as well as awareness of what to do in an emergency (e.g. call 999 if a child is having an asthma attack);
- must have a fire safety and evacuation plan;
- should have more than one emergency contact number for each child (where unaccompanied children are present), where reasonably possible, and know of any medical concerns or allergies.

The school has a comprehensive Health and Safety Policy and its building is well maintained and regularly inspected to ensure that standards remain high. If you have any concerns about the Health and Safety of our site, it is your duty to inform the Headteacher or School Business Manager so that we can take appropriate action. We appreciate your support. The Headteacher or School Business Manager can be contacted by phone during the letting – 01900 821133 or 07831378285. School phones may not always be available, and you must ensure you have a mobile phone to summon medical assistance.

#### Safeguarding and the protection of children (where unaccompanied children are present)

In order to ensure the protection of children for the duration of the activity, the following conditions are expected of the Hirer:

The Hirer:

- must have a Child Protection Policy in place, including procedures for dealing with safeguarding incidents which are communicated to and understood by all event staff/ volunteers;
- should have awareness of and training on the specific safeguarding issues that can put children at risk of harm (e.g. abuse and neglect, child on child abuse, extremism and radicalisation);
- should have procedures in place in relation to pupil use of mobile phones and other digital technology which mirrors the school rules:
- should have clear procedures on what to do if they have concerns about a staff member, volunteer or other adult who may pose a risk of harm to children;
- should appoint a designated safeguarding lead (DSL), who has undertaken safeguarding and child protection training and who can liaise with the host school in the event of a safeguarding concern being raised;
- should provide parents with the name of the DSL so they can raise safeguarding concerns, or if you are a lone provider provide the contact details of your local authority's children's services (Cumberland Safeguarding Hub 0333 240 1727) or the NSPCC helpline number (0808 800 5000);
- should have contact details for the SL (within the Hirer organisation) and the Local Authority Designated Officer (LADO) (0300 303 3892) and know the local referral route into children's social care (Cumberland Safeguarding Hub 0333 240 1727);
- should hold details of the school DSL where the premises are provided by the school in order to liaise with them on child protection issues affecting the school/schools where the children normally attend;
- should ensure staff and volunteers have had relevant pre-employment checks (e.g. DBS check, verification of identity) or, if you are a volunteer or self-employed, checked if the organisation contracting your services, can apply for a DBS check on your behalf;
- should have regular performance reviews in place to check the suitability and training requirements of staff and volunteers after their appointment;
- should have a clear complaints procedure;
- should have an effective Whistleblowing Policy/ procedure.

#### **Damage to the School Building or School Property**

- The Hirer will pay for all damage caused to any school property including but not limited to fixtures/fittings/sports and any other equipment as a result of the hiring.
- The Hirer is responsible for ensuring that all areas are left clean and tidy as found. This includes all outside areas as well as indoor areas. If this is not found to be the case the Hirer will be charged a penalty sum to cover costs of any repairs or cleaning required.
- No stiletto heels or similar objects are allowed in the hall area.
- The school will **NOT** accept responsibility for any loss of or damage to any property owned by any person using the premises during the period of the letting. Property shall be brought on to the premises at the sole risk of the owner.

#### **Site Security**

- The school has a Security Policy and the site security is very good. Entry to the school is via a remote operated door with an intercom that allows all visitors to be vetted. Once inside the secure entrance, further access can be gained only by a key fob. These security measures mean that your event is safe from gate crashers, or those persons you may know, but do not wish them to attend.
- During the period of hire, the person responsible (the Hirer), must be vigilant in ensuring that people do not attempt to enter parts of the school that are not included in the hire agreement.
- As people are leaving the building during or at the end of a Letting, the Hirer or other designated person must be present at the front exit, to prevent anyone from entering through the remote operated door as people are leaving.
- The Hirer must ask all those attending the Letting to ensure that they do not take any action that could jeopardise the security of the building.

#### **Parking Arrangements**

- Where car parking is required, the Hirer must undertake the proper stewarding and control of the parking area. The Hirer must maintain safe entry and exit from the premises, provide and maintain clear access for emergency vehicles and service vehicles and observe any 'no parking' restrictions.
- The car park gates will not be locked during your letting, to enable those wishing to leave by car to do so. The school is not responsible for any damage to, or theft from cars parked in the car park, and those attending the Letting should be informed of this by the Hirer, as part of the introductory Health and Safety information.

#### **Fire Safety**

- You will be given a map of the school showing the emergency exits from the room/s you are hiring, clearly marked.
- On entry to the building for the Letting, the Hirer must make themselves aware of the position of the emergency manual call points; and the nearest emergency exit from the room(s) they are hiring.
- You must have identified in advance, the person who would act as a Fire Warden: i.e. the person who would make sure that all those attending the letting had left the common areas, toilet areas and the room(s) you are hiring, via an emergency exit; and that someone had activated the Fire Alarm.
- All final exit routes from the building have an emergency manual call point. The Hirer should prepare and familiarise themselves in advance by walking the most obvious emergency exit route from the room(s) hired to that route's final exit point and noting the position of the call point.

- Fire Extinguishers are positioned points shown on the map. You are not expected to use a Fire Extinguisher in the event of a fire although you can tackle a small fire if you have been trained to do so and can do so without putting yourself or others at risk.
- At the start of your Letting, you must ask each person to sign an attendance sheet which has the person's name clearly written, the purpose of the Letting and the date of the Letting.
- Before proceeding with your event, you must give basic fire safety information to those present as follows:
  - Point out the emergency evacuation exits, signposted in white on a green background.
  - In the event of a fire, the alarm will sound it sounds like a continuous siren.
  - You should leave the building by the nearest fire evacuation route/exit and gather at the designated Assembly Point (in front of main entrance, on the higher level adjacent to the picnic benches).
- If you need to leave the building in the case of an emergency and the alarm has not sounded, then the alarm should be activated using the nearest Emergency Call Point on your way out of the building.
- Telephone the Fire and Rescue Service providing the following information:
  - Your name
  - The name of School/Setting: Fairfield Primary School
  - School/Setting address: Gallowbarrow, Cockermouth, Cumbria, CA13 0DX
  - Contact telephone number
  - Details of the fire (if known)
- Undertake a head count and use the 'Attendance' sheet to identify that all persons have been accounted for. If anyone is found to be missing this must immediately be reported to the Fire and Rescue Service on arrival.
- Under no circumstances should anyone re-enter the building until the 'all clear' has been given by the attending Fire Service Officer.
- Once all persons have evacuated the building and Fire and Rescue Services have been summoned, contact must be made with the Headteacher (07831378285/07450269933) or School Business Manager (07980169701)
- The school No Smoking Policy MUST be adhered to at all times both inside the building and on school grounds.
- No naked flames (open fires or candles) are permitted without the express permission of the Headteacher and production of a suitable and sufficient risk assessment which identifies how risks will be managed.

#### **First Aid and Accidents**

- The Hirer should have a fully charged mobile phone on their person so that in an emergency, the appropriate emergency services can be summoned.
- The Hirer is responsible for First Aid provision during the letting.
- There should be a competent person who is trained and available to give First Aid. A basic First Aid kit will be available in the emergency box (located in the corner of the hall).
- Any incident or accident must be reported, in the first instance, to the Caretaker or Headteacher and accidents recorded in the School Accident Book, held in the emergency box (located in the corner of the hall).

#### **Welfare Arrangements**

- You will be made aware of the nearest adult /pupil toilets to the room(s) you are letting.
- Facilities for Disabled persons are located in the accessible bathroom through the library to the rear of the building. The Hirer will be shown its location during the initial Lettings Meeting. Its location is marked on the plan of the school showing emergency exits.
- In an emergency, the occupant of the Disabled Toilet can summon help by pulling on the red cord. A buzzer will then sound, and a light will come one above the door. The alarm can be turned off by pressing the reset button on the right hand wall near the door. The door can be opened from the outside using a coin in the slot of the lock.
- Only adults preparing food/refreshments are permitted access to the kitchen, where an agreement has been made. Kitchen regulations must be adhered to at all times.
- If you are using kettles or the staffroom kitchen area etc., to make drinks, we ask you to take proper care for your own Health and Safety. Please mop up all spills carefully, at once, so that there can be no risk of slipping.
- There will be a Wet Floor sign in the school hall which you may use if needed.
- No alcoholic drinks may be consumed or brought onto the premises unless written permission has been applied for and received from the Headteacher. No alcoholic drinks may be sold without the necessary license, and this must be shown in advance to the Headteacher it will be the responsibility of the Hirer to obtain all necessary licences.
- No food or drink is allowed in any area except designated social areas unless prior written permission has been granted.

#### **During emergency situations**

Temporary variations to these conditions of hire may be required in the event of an emergency e.g. local or large-scale public health incidents, severe weather etc. This may result in additional controls being implemented by the school and imposed on the Hirer. These could include for example:

- implementing more rigorous cleaning regimes;
- provision of hand sanitiser and tissues etc.;
- provision of additional waste facilities (for tissues etc.);
- ensuring adequate ventilation when indoors;

- potentially restricting numbers permitted to attend;
- restrictions on use of certain facilities or equipment;
- restrictions on certain activities;
- changes needed to fire evacuation procedures and assembly points;
- the 'Hire' being cancelled altogether by the school.

Each Hirer will be notified in advance of any temporary variations we have in place at the time of the 'Let' (where applicable).

The Hirer's signature on the Lettings Booking Form confirms his/her agreement of the above conditions of booking and all other aspects of our school Lettings Arrangements.

|               | LETTINGS REGISTER |   |  |   |  |  |  |  |  |  |  |
|---------------|-------------------|---|--|---|--|--|--|--|--|--|--|
| Name of Hirer | Date of Letting   | Unaccompanied children present Yes / No | Policies/procedures viewed/received<br>(Where required - See Appendix A)<br>Yes / No | Policies checked by (Name and position) |  |  |  |  |  |  |  |
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