

Fishergate Primary School

Hire of Facilities (Lettings) Policy

1.0 Aims of the Policy

The Governors of Fishergate School wish to encourage community use of the school's facilities when they are not required for school use. This Policy, which compliments the Charging and Remissions Policy, describes the arrangements the Governing Body has approved to facilitate this aim and should be read in conjunction with the School's Rules of Hire (Letting). The school will seek to treat both Hirers and prospective Hirers fairly.

2.0 Guidelines

- 2.1 All prospective hirers are required to complete an Application Form (see Appendix 1) in advance of their event. When an organisation wishes to hire school facilities the first named contact on the Application Form will be deemed to be the hirer.
- 2.2 All hirers are expected to respect school property and to comply with
 - the school's general Rules of Hire (see Appendix 2), a copy of which will be supplied with the Application Form;
 - safeguarding requirements as detailed in Keeping Children Safe in Education 2025 (see Appendix 3)
 - the School's conditions of Hire relating to specific facilities and/or equipment; and any other legal requirements.
- 2.3 Governors have delegated to the Headteacher the authority to refuse an application for hire, the purpose of which is
 - deemed to be incompatible with the ethos of the school, and/or
 - likely to have a detrimental effect on the school's good relationship with its neighbours.
- 2.4 In the event of a letting being refused the prospective hirer may appeal, in writing, to the Chair of Governors whose decision will be final.
- 2.5 Prospective hirers wishing to sell and/or consume alcohol during the period of hire must declare this on their application and are responsible for applying to the Licensing Authority for the appropriate approval.
- 2.6 Hirers are required to comply with the Health and Safety as well as the Safeguarding provisions set out in the Rules of Hire and staff must inform the Headteacher at the earliest opportunity of any incidents reported to them by hirers.

3.0 Hire Charges

- 3.1 Charges will be made according to the facility being hired, the length of time it is hired and the category of the letting as determined by its purpose namely -
 - Internal School Use
 - Directed Use
 - Community and/or Charitable
 - Commercial
- 3.2 Internal School Use includes Governors' meeting and Parents' Association events for which no charge will be made.
- 3.3 The School recognises the Local Authority may from time to time direct the use of school premises for such purposes as Adult and Community Education classes, Youth Organisation meetings or as a Polling Station. Compensation for such use will be by negotiation between the School and the Local Authority.
- 3.4 In setting charges for community and /or charitable purposes the Governing Body will seek to recover only the additional variable costs incurred in hiring out school facilities. Such variable costs may include energy, water and sewerage, repairs and maintenance, cleaning, caretaking, and domestic supplies. We consider community groups to be: provided for the good of the public, non-profit-making and run by volunteers.
- 3.5 Hire charges for commercial purposes will be based on those for community and /or charitable purposes plus a premium to be agreed by governors.
- 3.6 Governors have delegated to the Headteacher the authority to decide on the category of each letting.
- 3.7 Should a hirer disagree with the category into which their letting is placed they may appeal, in writing, to the Chair of Governors whose decision will be final.
- 3.8 Any change in charges will -
 - be notified to regular users at least one month in advance of implementation.
 - apply to occasional and one off lettings taking place after the implementation date and booked after the date of the Governors' meeting at which the change was approved.
- 3.9 In exceptional circumstances the Governing Body will consider, on a case by case basis, the remission of charges in part or in full upon receipt of a written application. Their decision will be final.

4.0 Management

- 4.1 Governors have delegated day-to-day managerial responsibility for the hire of school facilities (lettings) to the Headteacher in accordance with the Governing Body's policy. Where appropriate, the Headteacher may delegate all or part of this responsibility, such as security or administration, to other appropriate members of staff whilst still retaining overall responsibility.
- 4.2 School staff will be consulted where it is proposed to hire out their rooms and are asked to inform the Headteacher if any problems occur arising from this use.
- 4.3 An annual report of lettings will be made to Governors and include information on hirers, finances, incidents and accidents, enquiries and any applications that were refused.
- 4.4 Governors will review this policy annually in the Spring Term.

Appendix 1 – Application Form for the Hire of School Facilities

Fishergate Primary School

Fishergate
York
YO10 4AP

01904 555335
fishergate.primary@york.gov.uk

APPLICATION FOR HIRE OF SCHOOL FACILITIES

Please see the Rules of Hire
attached.

Please complete all details clearly
Hirer's details

Name of person or organisation:		Please specify the age group for your activity and state whether male / female / mixed:	
Type of activity:			
	Details for invoice	Details of 1 st contact	Details of 2 nd contact
Title			
Surname			
Forename			
Address			
Post Code			
Home Phone			
Mobile Phone			
Email address			

Facility to be Hired – please tick

Classroom A (1.5 hour booking)					
School Hall (1.5 hour booking)					

Times & Dates – Please complete both options in case your first choice is not available

	Start Time	Finish Time	Day of the Week	Start Date	End Date
1 st choice					
2 nd choice					

I understand this is a request form and the booking is not confirmed until I have received confirmation from the School. I understand that, under City of York Council insurance rules, all hirers using the facilities are required to have their own liability insurance to at least £5m (see Rule 22 for further information). I accept and understand all the Rules of Hire of the School supplied with this form.

Name	Signature	Date

This page is intentionally left blank.

Appendix 2 - Rules of Hire (Letting)

GENERAL

1. Anyone using the facilities without prior booking arrangements with the School is trespassing.
2. The Hirer (s) shall:
 - 2.1 comply with all reasonable instructions and requests of the School;
 - 2.2 ensure that the part of the premises and any equipment used is left in a clean, tidy and orderly condition at the end of use;
 - 2.3 refrain from any conduct which is unseemly or which might cause annoyance, offence or danger to other users of the premises. The School will not tolerate abuse to its staff or other customers. In the event of any in your party causing offence, that person will be asked to leave the premises and your booking may be cancelled without refund;
 - 2.4 ensure all children under 16 are fully supervised at all times by responsible adults;
 - 2.5 park all vehicles, including bicycles and mopeds, in the designated parking areas and are left at the owners' risk. Under no circumstances should any vehicle, including bicycles or mopeds, be taken onto the School grounds beyond the designated parking areas;
 - 2.6 ensure all refreshments are consumed in areas designated by the School;
 - 2.7 provide First Aid equipment appropriate to their activity and ensure a suitably trained First Aider is on duty during the let.
3. The Hirer (s) shall NOT:
 - 3.1 Sub-let the facility.
 - 3.2 Permit smoking in any part of the School. The entire School is a non-smoking site including the grounds
 - 3.3 Move equipment or furniture without prior permission.
 - 3.4 Leave the premises unattended. A named person on the Booking Form will therefore be expected to be on the School premises at all times throughout the duration of the letting.
 - 3.5 Use the facility for any other purpose than that specified on the booking form
 - 3.6 Bring onto the premises or consume any dangerous, obnoxious or illegal substances.
 - 3.7 Bring any animals, except dogs supporting those with disabilities, into the School or its grounds.
 - 3.8 Sell or supply to other users any goods of any description whatsoever without the School's prior permission.
 - 3.9 Put up any posters, flags, emblems or other interior decorations without the School's prior permission.

SAFEGUARDING

4. All hirers must ensure that those adults in charge of children and/or vulnerable adults have undergone the appropriate DBS check and have appropriate qualifications and experience to their roles. An Enhanced DBS check is normally required. However, if the hirer's planned activity is regular (e.g. once a week or more) or involves an overnight event, then an Enhanced DBS with a Children's Barred List check is required. DBS disclosure numbers and date must be made available to the School on request.
5. All hirers for whom the purpose of the hire is to provide regular activities for children and/or vulnerable adults must have written safeguarding and child protection policies and procedures and these must be made available to the school on request.
6. The responsibility for permitting photography at an event is entirely at the hirer's discretion. As a result of current concerns about child protection issues, the Institute of Sport and Recreational Management have issued guidelines on 'Photographing of Children in sports centres/swimming pools'. A copy of this is available on request and it is our recommendation that these guidelines are followed. The City of York Council and the School take no responsibility for the misuse of any photographs taken at your event.

ADMISSION

7. The School may refuse the admission of any person without giving a reason for so doing and may similarly require any person to leave the facility.

FEES & CHARGES

8. Details of fees and charges may be obtained from the School Office.
9. The School reserves the right to alter fees or charges and availability of the facility.
10. Any casual bookings must be paid for in full before using the facilities.

Invoices for regular bookings must be paid according to the Terms stated on the invoice, except in circumstances approved by the School in advance of using the facilities.

Fishergate Primary School – Rules of Hire (Letting) continued

BOOKINGS & CANCELLATIONS

11. The School reserves the right to cancel bookings, when possible, with appropriate notice.
12. In exceptional circumstances the School reserves the right to cancel a booking without prior notice; for example if a sports pitch is unfit for use or the Hall is required for external examinations. The Hirer may not claim compensation.
13. A period of 7 full days notice in writing is required from the hirer to cancel any regular booking. For casual bookings, at least 24 hours notice is required. If less notice is given, the School reserves the right to retain/charge up to 50% of the hire fee.

LICENCES

14. The hirer will observe all regulations applicable to any on-licence music, dancing and entertainment in operation at the School.
15. If copyright work is to be performed, the hirer must obtain a licence from the owner of the copyright and submit a copy with the booking form. The hirer shall indemnify the City of York Council against any infringement of copyright occurring during the letting.

HEALTH & SAFETY

16. The hirer should ensure that all members of their party are fully aware of the School's fire regulations and evacuation procedure. Information is available from the School Office. The Hirer is required to nominate one of the contacts given on the Application Form to be the Fire Marshall who will, in the event of an emergency, take full responsibility for their party.
17. Use of the facilities and any equipment provided is entirely at the hirer's own risk and hirers must ensure full supervision is provided throughout the letting. Hirers are advised to check facilities and equipment before use and report any defects to a member of the School staff.
18. All electrical equipment brought onto the site by hirers must be PAT tested and within testing expiry date.
19. Clothing suitable for the activity being undertaken must be worn at all times. Casual clothing, such as jeans, will not be permitted for sporting activities.
20. Users are required to change into appropriate non marking footwear before their activity commences. No studded or bladed footwear is permitted indoors and on artificial pitches.
21. City of York Council or the School will not be held liable for any accident or injury arising due to the actions of customers using the facilities and the hirer shall indemnify the City of York Council or the School against all actions, claims, demands, losses and liability in respect of any breaches of its obligations under this hire agreement.
22. All accidents should be reported immediately to a member of the School staff, if available, and a written report of the incident must be submitted within 24 hours to the School office. In the event of an injury requiring First Aid treatment, the First Aider on duty has the authority to stop the activity while the casualty is dealt with. In these circumstances no refunds or extra time will be given.

INSURANCE

23. City of York Council insurance rules state that individual clubs or groups using the facilities should have their own liability insurance to at least £5m. Third party insurance cover is readily available through most insurance brokers, or may be available through affiliation to a recognised governing body. A copy of the insurance certificate must be given to the School office in advance of using the facilities. Private individuals wishing to hire school premises may be able to purchase insurance cover through the City of York Council. Please contact the School office for further information.

PERSONAL PROPERTY

24. The City of York Council or the School does not accept responsibility or liability for any damage to or loss of any articles of personal property placed or left in any part of the School.

DAMAGE & BREAKAGES

25. Hirers are responsible for reimbursing the School for the cost of repairing any damage to premises and/or equipment caused during or as a result of their letting.

The above general rules should be read in conjunction with the school's regulations and/or conditions of hire relating to specific facilities and/or equipment. If applicable, these are available from the School office.

Appendix 3 Safeguarding Information for Hirers

Fishergate Primary School is committed to safeguarding and promoting the welfare of children and vulnerable adults. All organisations and individuals hiring school facilities share a responsibility to help keep everyone safe. Please note that we are a smart phone free school and would ask that you do not allow the use of smart phones during your sessions.

Who is responsible?

- The School retains overall responsibility for safeguarding on its premises.
- The Hirer is responsible for safeguarding children and/or vulnerable adults taking part in their activity during the period of hire.

What hirers must do

If your activity involves children or vulnerable adults, you must:

- Have your own written safeguarding and child protection policy and procedures
- Ensure staff and volunteers have an Enhanced DBS check where required. If your letting will meet the criteria for a Regulated Activity (for example, it takes place regularly e.g. once a week) then an Enhanced DBS with Children's Barred List check will be required.
- Ensure children are fully supervised at all times by suitable adults
- Ensure staff are appropriately trained and experienced for their role

The School will request to see safeguarding documentation before the letting begins.

Reporting safeguarding concerns

If a safeguarding concern, allegation, or disclosure arises during your letting:

1. Report it immediately to the School's Designated Safeguarding Lead (DSL) or the Headteacher
2. Follow your own organisation's safeguarding procedures

Do not investigate concerns yourself.

Photography and filming

- Hirers are responsible for deciding whether photography or filming is permitted
- Parental or carer consent must be obtained before photographing or filming children
- The School is not responsible for the misuse of images taken during a letting

Supervision and conduct

- Children under 16 must be supervised at all times
- Behaviour must be appropriate and safe
- Areas of the school not included in the letting must not be accessed