



# Wood Green School Facilities Terms and Conditions of Hire

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## 1. Definitions

1. In these conditions 'the School' shall mean Wood Green School.
2. 'Hirer' shall mean the Person and/or Group named in the hire agreement at ANNEX A
3. 'The Governing Body' shall mean the board of School Governors or the sub-committee of Governors overseeing the operation and procedures of the School facilities outside of the academic use.
4. 'The Senior Member of Site Staff' is delegated by the Governing Body via the Headteacher to oversee the daily operation of the school facilities as defined by their terms of employment.
5. 'School staff' shall mean any person currently employed by the Governing Body carrying out their duties in line with the expectations of their role.
6. 'Site staff' shall mean any person currently employed by the Governing Body and acting on behalf of the Senior Member of Site Staff in line with their expected duties.
7. School site refers to any area within the boundary fencing of the School including fields, car parks and playgrounds.
8. DPS refers to the Designated Premises Supervisor. A legal requirement under the licensing act 2003.

## 2. Conditions of Hire

1. The Hirer must complete and return the Hire of Facilities and Safeguarding Forms (ANNEX A) prior to the use of the School facilities. On approval the Hirer will be sent confirmation of the booking.
2. The hirer must be at least 18 years of age.
3. The hirer must not sub-let the facilities to another person or organization.
4. Hire of facilities will not be approved to any organization with an unlawful or extremist background.
5. Where the person requesting the booking does so on behalf of an organisation, that organisation shall also be considered the hirer and shall be jointly and severally liable with the person who signs the form.

## 3. Safeguarding

1. The Hirer undertakes to ensure that all staff and volunteers providing or offering a service on behalf of the organisation will be made aware of the Local Safeguarding Children's Board child protection procedures and the DFE guidance (2018) Keeping Children Safe in Education. Specifically, the Hirer will undertake responsibility for ensuring that all required recruitment checks and training are undertaken on any adult using Wood Green School premises. This should include enhanced DBS checks on all those likely to have unsupervised contact with children and young people and a requirement that any allegation about inappropriate behavior from any adult, employed or volunteering for the Hirer, is referred to the Local Designated Officer for investigation. He hirer must provide available, up to date safeguarding policies and procedures. The schools designated safeguarding team can be reached via the schools reception on **01993 702355** or **WGSSafeguarding@wgswitney.org.uk** Further information on the schools safeguarding can be found at **wgswitney.org.uk/safeguarding**
2. The Governors specifically reserve the right to terminate this agreement with immediate effect if the Hirer does not have the appropriate arrangements referred to in 3.1 and/or does not follow the appropriate guidance and procedures outlined. In such circumstances termination of the agreement will be without prejudice to any existing liability of the Hirer to the School under this hire agreement and the Governors will not be liable for any loss, financial or otherwise incurred by the hirer.

#### 4. Insurance

1. A copy of the Certificate of Liability for not less than £5 million is to be returned with the Facilities Hire and Safeguarding Form and will be kept for the duration of the hire period.
2. The School can arrange for the hire to be covered by Acer Trust – Wood Green School Public Liability at an additional cost of 10% of the total hire cost.

#### 5. Health and safety

1. The Hirer assumes responsibility of health and safety for all its staff, members, visitors and spectators for the duration of the hire.
2. The Hirer must ensure a log of all persons in the venue is recorded for registering should an emergency situation arise.
3. The Hirer must arrange with the Senior Member of Site Staff an annual full emergency evacuation.
4. All evacuations, whether planned or not must be recorded in the schools fire manual.
5. The Hirer must report any concerns over fire evacuation, safety or damage at the earliest possible time to the Senior Member of Site Staff.
6. It is important that all staff, students, visitors and volunteers understand the following should an emergency situation arise: **If the need arises, listen and act on any instructions given by the Senior Member of Site Staff and/or Site staff.**

#### 6. Agreed Times

7. The facility booked will be available for occupancy between the times agreed on the booking form in ANNEX A
  1. Please ensure enough time is allowed to setup, clear away before and after use of the facilities, and is included in the times requested.
  2. Occupancy of the school site for longer than the agreed times can result in additional charges applied to cover cost associated with operating the facilities.
8. At the end of the agreed time the Hirer and members must leave the site promptly.

#### 7. Areas of Use

- i. The agreed areas of use are as detailed in the hire agreement at ANNEX A
- ii. Including, all circulation areas related to access of the agreed areas, associated welfare facilities, routes designated for emergency access.
- iii. Areas are to be left as found with all furniture and equipment returned to the original position.
- iv. No food or drinks other than water is to be consumed in the areas with the exception of the hall.

#### 8. Supervision

- i. It is the responsibility of the Hirer to supervise attendees throughout the period of hire.
- ii. If Site staff discover an attendee misbehaving or in an area they should not be they will ask politely for the person to return to the agreed areas and report the incident to the Hirer. Incidents will be reported to the Senior Member of Site Staff on the first possible opportunity for reasons of monitoring this agreement.

- iii. The Hirer must remain on site until the final attendee is either collected or leaves the School site.

## **9. Storage**

- i. No storage is provided for the hirer
- ii. 'Lost property' will only be retained for 14 days after which the school reserves the right to dispose as it sees fit.
- iii. Any items of lost property or unauthorised items stored incurring cost onto the school for disposal will be recharged to the hirer.
- iv. The school reserves the right to charge storage for any unauthorised items or equipment kept on site.

## **10. Equipment**

- i. The Hirer use any School owned equipment agreed prior and outlined in the hire agreement at their own risk and liability. The control and instruction is the responsibility of the Hirer.
- ii. Any portable electrical equipment brought in by the hirer must be tested in compliance with the electricity safety at work portable appliance act 1989.

## **11. Vehicles and Car Parks**

- i. All vehicles are brought onto the school site at the owners own risk. The School cannot accept any liability for any damage or theft caused as a result of using the School site.
- ii. The Hirer is expected where reasonably practical to ensure
  - 1. Vehicles on site do not wait with engines running.
  - 2. Vehicles do not cause obstruction to any part of the site.
  - 3. Vehicles use marked parking bays.

## **12. Spectators, Visitors, Parents and Guests**

- i. During the period of hire, no spectators under the age of 16 years will be permitted unless accompanied and supervised at all times by a responsible adult who is not engaged with the activity for which the facility is being hired.

## **13. Damage**

- i. The Hirer will be liable for any damage caused to the buildings, property, grounds or equipment through inappropriate behavior, misuse or vandalism.

## **14. Licensable Activities**

- 1. Certain activities and events are governed by the Licensing Act 2003 such as performing live music to an audience and regulated entertainment.
  - ii. Any events that are governed by the Licensing act must be agreed in writing at least 60 days prior to the event.
  - iii. If uncertainty exists over an event then reference to the Schools License Policy should be made, a copy is available on request. Further clarification can be sought from the School's DPS

## **15. General Terms and Conditions**

- 1. Animals must not be brought on to or kept on the School site by the Hirer without prior consent

or approval of the School. Exception is given in the case of guide dogs and dogs that assist under disability laws.

2. Booking times - The facility booked will be available for occupancy between the times stated on the booking form in ANNEX A. Please ensure enough time is allowed to setup and clear away before and after use of the facilities. Occupancy of the School site for longer than the booked times may result in additional charges.
3. The Hirer are not permitted to enter or use any part of the School site or equipment other than those connected to the facilities hired.
4. The School does not allow the use of its name or logo in reference to the activity without prior written consent.
5. The Governing Body reserves the right for any authorised members of the School staff to enter any part of the hired premises at any time for the purpose of inspection.
6. No smoking is permitted on any part of the School site including the outside spaces.
7. Eating and drinking (except water) is not permitted within any venue unless agreed prior to the period of hire.
8. The Hirer will be responsible for ensuring that any coaches/instructors employed or associated with the booking are suitably qualified/experienced to perform their duties/responsibilities in accordance with the national governing body of the appropriate discipline. Examples of such suitability may include; level of qualification, number of years of experience, governing body affiliation etc.
9. The Hirer will be responsible for completing enhanced disclosure for all staff, instructors or volunteers assisting with the group as laid down in current DBS/DfE regulations.
10. The Hirer agree to make good any loss or damage to the premises or equipment resulting from the hire.
11. The site is hired by other users throughout the year. It is important that
12. Vehicles on site do not cause an obstruction to other users
13. Attendees do not disturb other hiring groups.

## **16. Agreement Duration and Scheduled Use**

1. This agreement will run for the duration as stated on the hire agreement.
2. Additional use outside of this agreement must be requested at least 28 working days prior to the required date.
3. Variation on timings outside of this agreement must be requested at least 28 days prior to the required date.
4. Additional dates and/or variations on timings will be given full consideration by the School and any possible implications on the operation of the School.
5. Only on formal agreement from the School of accepting additional dates and/or variation on timings will the request be deemed agreed. Until this time the assumption must be that it has not been agreed.
6. In instances where a space becomes unavailable, an alternative will be offered where possible. Flexibility will be required by the Hirer at key times of the year (i.e. examination periods)
7. The timing of hire will be as stated on the hire agreement.
  1. The premises will not be accessible outside of these times.
  2. The timings are to include for provision of setting up and clearing away.
  3. Where reasonable practical the Hirer is to advise students, parents and staff not to turn up outside of the agreed timings.

## **17. Prices and Payment**

8. Prices for the facilities are subject to change, charges are based on the prices which apply when the facilities or services are requested.
9. Where any failure on the part of the hirer to observe these conditions causes the School to incur additional expenditure then the hirer shall be liable to pay such additional sums.
10. Payment is to be made within 30 days from the invoice date.
11. Late payments may be subject to additional charges.
12. The cost of hiring the School facilities is reviewed annually.

## **18. Cancellation**

- i. The School reserves the right to cancel any bookings as a result of weather conditions or for any reason related to other use of the facilities on the day of the booking or soon after. The School will endeavor to notify the hirer of cancellations by giving as much notice as possible.
- ii. The hirer must give one week's notice of cancellation, which must be received in writing or via email
- iii. Bookings will be cancelled if for two sessions running the group does not attend without notice being given.

## **19. Contact and Complaint Procedure**

- i. The duty member of the Site staff is contactable during the period of hire via mobile number **07554 321 523**.
- ii. If you have a complaint against the facilities or services provided by the School or about any arrangements relating to the event you should contact the Lettings Coordinator on 01993 702 355 or [k.king@wgswitney.org.uk](mailto:k.king@wgswitney.org.uk) Complaints must be made within three days of the incident. The Senior Member of Site Staff is contactable during normal office hours, at other times a voicemail service operates.

## WOOD GREEN SCHOOL FACILITIES HIRE

<b>Name of hiring Organisation/Individual Hirer:</b>					
<b>Name and address of person in charge:</b>					
<b>Telephone number (day):</b>					
<b>Email:</b>					
<b>Type of use:</b>	Public Event <input type="checkbox"/>	Club Meeting <input type="checkbox"/>	Exercise Class <input type="checkbox"/>		
	Personal Event <input type="checkbox"/>	Other <input type="checkbox"/>			
<b>Appointed Health &amp; Safety Rep and contact details:</b>	Name:				
	Telephone number:				
<b>Days and dates of requested hire:</b>	Monday <input type="checkbox"/>	Tuesday <input type="checkbox"/>	Wednesday <input type="checkbox"/>	Sunday <input type="checkbox"/>	
	Thursday <input type="checkbox"/>	Friday <input type="checkbox"/>	Saturday <input type="checkbox"/>		
	Dates from:				
	Until:				
<b>Facility requested:</b>	<b>Start time(s)</b>	<b>End time(s)</b>	<b>No. of sessions</b>	<b>Session duration</b>	<b>Charge (£)</b>
<b>Total:</b>					
<b>Public Liability Insurance (if required 10% of the Hire Charge less VAT)</b>					
<b>VAT (charged on bookings of less than 10 sessions, in line with current rules)</b>					
<b>Total hire charge:</b>					



## SAFEGUARDING/CHILD PROTECTION



Name of Group/activity:

Date and time of activity:

Contact name:  Telephone:

Venue hired:

The Governing body of Wood Green School agree to transfer control of the premises for the agreed use by the Hirer named above.

The Hirer undertakes responsibility to ensure all staff and volunteers providing a service on behalf of them will be made aware of the Local Safeguarding Children's Board child protection procedures and the DFE guidance (2020) Keeping Children Safe in Education.

Specifically, the Hirer will undertake responsibility for ensuring that all required recruitment checks are undertaken on any adult using Wood Green School premises. This should include enhanced DBS checks on all those likely to have unsupervised contact with children and young people and a requirement that any allegation about inappropriate behaviour from any adult, employed or volunteering for the Hirer, is referred to the Local Designated Officer for investigation.

Name of Hirer's representative:

On behalf of (name of organisation):

Accept responsibilities to safeguard and promote the welfare of all the children or young people for whom we provide a service.

I/we accept the requirement to follow the guidance and procedures outlined above and in Wood Green School - Terms and Conditions of Hire. I/we have also read the safeguarding section of Wood Green School web site and safeguarding policy.

I/we agree to provide a copy of our Child Protection Policy on request of the Governing body of Wood Green School.

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I/we confirm that all adults have read the Child Protection Document on the School Web Site and are aware of who to contact.

I/we confirm that all adults either employed or being used on a voluntary basis to provide services

On behalf of (name of organisation):

have been through the appropriate recruitment checks (identified in the 'Keeping Children Safe in Education' DFE publication 2020)

Name of Hirer's representative:

On behalf of (name of organisation):

Make this declaration to confirm that we agree to and accept the expectations of this agreement outlined above and in Wood Green School - Facilities, Terms and Conditions of Hire (3) Safeguarding.

Signed:

On behalf of (name of organisation):

Date:

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