Leesland C of E Federation

Lettings Policy

"Two Schools, One Vision"

Approval By:	Resources Committee
Review Frequency:	3 Years
Last Reviewed:	January2025
Next Review Due:	Spring 2028

Review Approved (signature): EXECUTIVE HEADTEACHER

ON BEHALF OF GOVERNORS

Date Approved: 28th January 2025

(based on Hire of Hampshire County Council premises guidance October 2017)

*Through our Core Christian values, we aim to create an environment in which everybody feels **loved** enough to aspire to greatness, **respected** enough to build a community, and **gracious** enough to include everyone in our journey to achieve a bright future.*

Rationale

The Governing Body of Leesland C of E Federation believe that the schools within the federation are here to serve the local community. As such, where the hiring of the premises supports the high-quality education of Leesland children, or where there it does not inhibit such education, the schools will make every effort to enable the use of the premises wherever practical and subject to the schools' own requirements. It is important to note that the school does not employ site staff with a specific remit for community/commercial hirings.

Aims

- To enable activities and provision to enhance the curriculum for Leesland pupils
- To provide high quality childcare provision outside of the school day
- To enable high quality activities for children and young people from the local area
- To provide a community base for local activities which support the Federations Core Christian values of Love, Grace and Respect.

Management and Administration of Lettings

The Head of School has overall responsibility for the management of lettings. This responsibility has been delegated to the Federation Business Manager, whilst the still retains overall responsibility for the lettings process.

Organisations /individuals wishing to hire the school premises should approach the Federation Business Manager who will identify their requirements and clarify the facilities available. A hiring application form [appendix A] should be completed at this stage. The Federation Business Manager will also enclose a copy of Conditions of Hire [appendix B]

The Executive Headteacher has the right to refuse an application, and no letting should be regarded as 'booked' until approval has been given in writing. No public announcement of any activity or

function taking place should be made by the organisation or individual until the booking has been formally confirmed.

Once a hiring has been approved, a letter of confirmation will be sent to the hirer, setting out full details of the hiring. The organisation/individual applying to hire the premises will be invoiced for the cost of the hire in accordance with the Governing Body's current scale of charges. It is expected that payment will be made in advance for all bookings from individuals and from organisations where a long term agreement is not in place with the Federation.

Income and expenditure associated with school premises hiring will be regularly monitored to ensure that at least a "break even" situation is being achieved. For long term hiring, application forms should be reconsidered on an annual basis.

Insurance

Hirers of Leesland C of E Federation premises must provide copies of their own Public Liability Insurance up to £10million. In certain, limited circumstances however, Hampshire County Council does recognise that some individuals will not have or be able to acquire Public Liability Insurance for the period of the facility hire/loan and therefore the County Council, as agent for the hirer, has effected an extension of the current Insurance Policy to cover the liability for non-commercial hirers only. The Policy is in the name of 'Hirers of County Council Premises'. 'Premises' include buildings, grounds and building contents.

When Hampshire County Council facilities are hired or loaned to an external organisation or individual it is therefore important to ascertain if they are a "commercial" or "non-commercial" hirer. This may seem complicated as we class "commercial" hirers to include not-for profit organisations and charities. Please find examples of each below which should help you to clarify the hire type.

Commercial hirers include:

- Businesses, including small businesses and independent/self-employed traders
    - Including Karate clubs, Dance instructors/classes, Weightwatchers/Slimming World etc., Exercise classes
- Charities and Clubs
    - i.e. Save the Children, Royal British Legion, Darby and Joan
- Not-for-profit organisations
    - Including Guides, Scouts, Brownies, Rainbows, PTA, "Friends of" societies, Women's Institutes, Parish Councils.

A useful 'rule of thumb' to ascertain if the hirer is considered commercial is whether the activity organiser is charging a fee/subscription for the activity. If they are they are classed as a commercial hirer.

All the above would hold their own Public Liability Insurance and the period of their hire/activity in the School premises would be run under their Insurance. The above hirers will need to ensure that they complete the Hirers Agreement (copy below) as this also lays out the Terms and Conditions of hire and range of facilities they are allowed to access. Leesland C of E Federation also require a copy of their Public Liability insurance to ensure it meets the minimum you require (this is determined by completing a Risk Assessment for the hire and activity the company/individual is undertaking). Hampshire County Council would usually request that they hold a minimum £10 million Public Liability insurance limit for high-risk activities and a minimum of £5 million Public Liability cover for low risk activities; however the Executive Head Teacher has the authority to reduce the minimum requested if the activity is deemed to be very low risk. The Insurance Team cannot give further advice regarding Risk Assessments and the level of Indemnity required for specific activities, for further guidance in relation to Contract Risk Assessments and Health & Safety please contact the Children's Services Health & Safety Team: cshst@hants.gov.uk

Non-Commercial hirers would include:

- Private individuals
    - Including parents of pupils hiring the hall for a private birthday party
- Private groups
    - Including non-organised groups such as groups undertaking non-club/group affiliated 5-a-side football match

All of the above would not be expected to hold commercial Public Liability Insurance and can be insured under the extension of Hampshire County Council's Public Liability Insurance. This is activated by their signing the Hire Agreement and the insurance cover is in place for the duration of the hire, under the provision of the lettings regulations and whilst they are the hirer of the premises. Again they must sign the Hire Agreement and receive a copy of the Hire Terms and Conditions. It might be worth highlighting to the event organiser that this cover does not include Personal Accident (cover for participants in the activity if they are injured as a result of a pure accident and there is no negligence on the part of the hirer or the School). If they feel that cover is required for these elements they will need to arrange separate commercial insurance.

Child Protection Guidelines

Aim

Leesland C of E Federation takes seriously its responsibility to protect and safeguard children and vulnerable adults. We share a commitment to:

- Check the suitability of adults in care of, or working with, children and vulnerable adults;
- Have clear procedures and lines of communication;
- Work closely with parents and other organisations;
- Ensure that staff, course leaders and volunteers are properly trained.

Sometimes allegations are made against staff, course leaders or volunteers. These will be investigated thoroughly and fairly. The following guidelines include advice about good practice intended to reduce the risk to children and vulnerable adults and to provide safeguards for supervising adults against unfounded allegations of abuse.

Guidance

All persons responsible for providing activities for children up to the age of 18 and vulnerable adults should be aware of Hampshire County Council's Child Protection procedures and guidance which is available from the school. Members of local or national associations should conform to their advice about child protection (e.g. Pre-school Alliance, Football Association, etc.). Such community organisations usually provide model policies, helpful practical guidance and can often assist with disclosure applications to the Disclosure and Barring Services (DBS).

All user groups which have a child protection policy should provide a copy to the school's Community Office. Ideally a minimum of two adults should be supervising all activities with children and vulnerable adults and should be present throughout. Ideally, there should be a male and female adult for mixed gender groups. If there is only one adult available, another adult must be present on the school site who can be called upon in an emergency.

Leaders or persons responsible for the activities must ensure that children and vulnerable adults are always under the supervision of appropriately qualified persons, who have relevant checks from the DBS. Unqualified helpers, or helpers without a DBS check, should never be left to work alone or without supervision. All organisations should comply with the current HCC or DfES advice with regard to the need to check the suitability of staff, course leaders and volunteers, as advised by the school.

The parents of all children participating in activities should be asked to complete a consent form and provide any medical information and contact details for use in an emergency. Any suspicions of child

abuse or allegations against a member of staff, course leader, volunteer or other adult should be taken seriously and dealt with in line with existing procedures as advised by the school. These should be reported to a member of the Federation's Designated Safeguarding Lead team. Should school staff not be available at the time, the person suspecting abuse or receiving an allegation against someone else should contact the Local Authority Designated Officer (LADO) immediately for advice.

Out of school hours, child protection referrals will be received by Social Care's Out of Office (Emergency) Service, which may be contacted via the Police. Decisions about whether to inform parents will be made in accordance with HCC procedures, with the involvement of the Allegations Officer, during office hours, or if unavailable, in collaboration with Social Care or the Police. The Headteacher or Designated Safeguarding Lead should be informed of any referral to Social Care or the Allegations Officer as soon as possible after the event. The person suspecting abuse or receiving an allegation against another should make an accurate record including the known facts, any suspicions or allegations, the date and time of the incident, the names of any others involved and details of those informed. This information should be provided to the Headteacher or the Designated Safeguarding Lead.

All staff, course leaders, supervisors and volunteers should be advised:

- Not to spend time alone with children or vulnerable adults away from another adult unnecessarily.
- Not to take children or vulnerable adults alone in cars or to their own home.
- Not to photograph or video children or vulnerable adults without the written consent of parents or carers.
- Not to take photographic equipment, including mobile phones, into any area where children or vulnerable adults will be in a state of undress.
- Not to use inappropriate or suggestive language.
- Not to touch children or vulnerable adults except as appropriate in some coaching or training situations.

It is the responsibility of all persons hiring the school's facilities for the provision of activities for children or vulnerable adults to adhere to these guidelines and they must undertake to ensure that all supervisors and helpers also understand and follow the Child Protection Guidelines.

Conditions of Hire

1. STATUS OF THE HIRER

1.1 The hire agreement is personal to the Hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the school or of creating any tenancy between the Governing Body or the Local Authority who owns the Premises ('Local Authority') and the Hirer.

2. PRIORITY OF USE

2.1 The Head of School/Executive Headteacher will resolve conflicting requests for the use of the Premises, with priority at all times being given to School functions.
2.2 In the event of any conflict arising in relation to the use of the Premises where the school requires the use of the premises, the school shall use reasonable endeavours to provide the Hirer with alternative accommodation.

3. ATTENDANCE

3.1 The Hirer shall ensure that the number of persons using the premises does not exceed the number permitted for the area hired.

4. PUBLIC SAFETY

4.1 The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping all gangways, passages and exits clear.
4.2 The Hirer shall be responsible for providing adequate supervision to maintain order and appropriate conduct at all times.
4.3 The Hirer shall take all necessary precautions to protect the public, school pupils and staff from any harm arising from any actions taken whilst on the Premises or the Hirer use of it.
4.4 The Hirer must not do or allow anything that cause a nuisance or annoyance disturbance inconvenience injury or damage to the school, or other users of the school or neighbouring premises.
4.5 The Hirer shall ensure that its staff behave in a responsible manner consistent with its presence on a school site and ensure compliance with Health, Safety and Welfare legislation in relation to the Hirer's use of the Premises.

5. PERMITED USE

5.1 The premises are only to be used for the purpose/s laid out in the application form.
5.2 The Hirer is not permitted to use the premises during the week surrounding the public holidays of Christmas Day and Boxing Day.
5.3 A childcare provider must meet and comply with the requirements of the special conditions annexed to this agreement.
5.4 Any adults working with the school's pupils must be appropriately qualified and meet the requirements of clause 24 of this agreement.

6. DAMAGE, LOSS OR INJURY

6.1 The Hirer shall pay the cost of any loss or damage to the school or any property arising from the hiring.
6.2 The Hirer warrants to the Governing Body that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired Premises, arising out of the hiring. The minimum limit for this insurance cover is £10 million. The Hirer must produce the appropriate certificate of insurance cover before the hiring of the premises can be confirmed.
6.3 Neither the Governing Body, the school, nor the Local Authority, will be responsible for any injury to persons or damage to property arising out of the hiring of the premises and the Hirer shall

indemnify the School, Local Authority, Governing Body (as appropriate) in the event of any claim for loss, damage or injury arising out of and or in connection with the hire.

7. FURNITURE AND FITTINGS

7.1 School property, furniture and fittings shall not be removed or interfered with in any way.
7.2 No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the School fabric, are permitted.

8. SCHOOL EQUIPMENT

8.1 Use of School equipment must be agreed in advance of the hire period. This includes the use of the photocopier and IT equipment.
8.2 Responsible adults must supervise the use of any equipment and ensure its safe return. The hirer shall be liable for any damage, loss or theft of School equipment caused as a result of its actions, and the hirer shall be responsible for the equipment's (School's or otherwise) safe and appropriate use.

9. ELECTRICAL EQUIPMENT

9.1 Any electrical equipment brought by the hirer onto the school site must have a certificate of safety from a qualified electrical engineer. The intention to use any electrical equipment must be notified on the application to hire.
9.2 Noise levels must be contained to a reasonable level at all times and after 11pm no noise shall be audible in any of the neighbouring houses and flats.

10. CAR PARKING FACILITIES

10.1 Subject to availability, car parking facilities may be used by the Hirer and other adults using the Premises. Parking shall be for the purpose and times specified in this Hire agreement and not at any other times. Between 8am and 4.30pm on a school day, this excludes the staff car park at the front of the Junior School.

11. TOILET FACILITIES

11.1 Access to the School's toilet facilities is included as part of the hire arrangements.

12. FIRST AID FACILITIES

12.1 There is no legal requirement for the School to provide first aid facilities for the Hirer. It is the hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports hiring. The exception to this is at the swimming pool where a basic first aid kit is provided and checked regularly.
12.2 Use of the School's resources is not available, apart from at the swimming pool.

13. FIRE REGULATIONS & SAFETY

13.1 The School shall arrange for a member of staff before the Hire Period of the Premises to explain the fire procedures to the Hirer and shall inform the Hirer of any changes to the fire procedures during the Hire Period.
13.2 A written copy of the School's fire evacuation procedures will be issued to the Hirer.
13.3 No open fires or candles shall be used on the School premises without the express consent of the Executive Headteacher/Head of School. Where such consent is given, it is the responsibility of the Hirer to ensure that all fire safety regulations are met and that the appropriate risk assessments are undertaken. The School reserves the right to request copies of the relevant risk assessments.
13.4 To avoid the risk of damage to the School or surrounding land, the Hirer shall not release or permit anyone under its control to release balloons, Chinese or sky lanterns (Sky Lanterns) or anything of a similar nature whatsoever near or at the Premises.

13.5 The hirer must keep an up to date register of all persons onsite at all times. In the case of children, young people and vulnerable adults, the hirer will be responsible for ensuring appropriate collection from the school site by a responsible adult. Where appropriate, the hirer will seek written consent from a parent/carer that the child, young person or vulnerable adult may be released from the school site alone. The welfare of patrons and safeguarding must remain a priority at all times. Please refer to child protection guidelines from page 4.

14. FOOD AND DRINK

14.1 No food or drink may be prepared or consumed on the Premises without prior arrangement (at the time of hire) with the School.
14.2 Where the Hirer caters food within the Hire Period, the Hirer shall observe all relevant health and safety, food health and hygiene legislation and regulations. The School shall have the right to observe the preparation and service of food.
14.3 All litter must be placed in the bins provided.

15. SMOKING

15.1 The whole of the School premises (including the outdoor grounds of the School) is a non-smoking area, and smoking is not permitted anywhere on the School site. This includes the use of E-Cigarettes and all 'vaping' equipment.

16. ALCOHOL

16.1 Alcohol must not be consumed on the School premises and grounds except with the prior written approval of the School.

17. **GAMBLING**

17.1 No sweepstake, raffle, tombola, lottery or other form of gambling is to be permitted to take place on the Premises without the prior written consent of the School.

18. ANIMALS

18.1 Animals are not permitted to enter the School or its grounds (except for service dogs) without the prior written consent of the School.

19. OTHER RESTRICTIONS ON USE

19.1 The Hirer shall not permit the Premises to be used for any political purposes.
19.2 The Hirer shall not permit any person who it allows onto the Premises who is or becomes drunken or disorderly to remain upon any part of the School premises and grounds.
19.3 The Hirer shall not permit the Premises to be used for any unlawful purposes or in an unlawful way.

20. COPYRIGHT OR PERFORMING RIGHTS

20.1 The Hirer shall not, during the occupancy of the Premises, infringe any subsisting copyright or performing right, and shall indemnify the Local Authority and the Governing Body against all sums of money which they may have to pay by reason of an infringement of copyright or performing right occurring during the Hire Period covered by this agreement.

21. TRANSFER OR SUB-LICENCING

21.1 The Hirer shall not transfer this hire agreement or sub-licence the Premises to another person(s).

22. CHARGES

22.1 The Federation will at least cover all costs incurred by any letting. In the case where lettings are sought by the school in line with school improvement priorities, any charges may be waived. Consistency will be ensured in charges made, whilst acknowledging the Federation aims for its pupils and the local community.

22.2 There will be a review of charges annually. Please see separate document for current charges.

23. LICENCES

23.1 The Hirer is responsible for obtaining all necessary licences, consents and/or permissions which may be required from any source in connection with this hiring and the activity stated in these terms and inspection of such licences may be requested by the School prior to hiring.

24. DISCLOSURE AND BARRING SERVICE CLEARANCE

24.1 Where the Hirer is involved in Regulated Activities as defined in the Safeguarding Vulnerable Groups Act 2006, (as amended), the Hirer shall ensure that all individuals engaged in the provision of the Service and or activities are subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service ("DBS") including a check against the adults' barred list or the children's barred list, as appropriate. The Hirer shall ensure that such checks are carried out in advance of the Hire Period.

25. VARIATION OF SCALES OF CHARGES AND CANCELLATIONS

25.1 The Hirer acknowledges that the charges may be increased from time to time. The School will review the charges to be made on a regular basis.

25.2 The hiring may be cancelled by the Hirer or the School provided that at least one calendar months' notice is given, unless an alternative agreement is in place.

25.3 It is the Hirer's responsibility to notify interested parties in writing (where appropriate) of any changes in dates or venues at least a week in advance of the Hire Period.

25.4. The School reserves the right to cancel any hiring without notice in the event of unforeseen circumstances.

25.5 The School will not be liable for any financial or any other loss in the event of cancellation due to unforeseen circumstances or should the Premises or part of them, becomes unusable for any reason.

25.6 The School reserves the right to cancel any hiring without notice if

(i) the Hirer has failed to disclose information concerning the proposed hiring, or

(ii) there are reasonable grounds to conclude that the Conditions of Hire may be breached

(iii) there are reasonable grounds to conclude that incorrect or untrue information has been given as part of the hire application

26. SECURITY

26.1 If the hirer is provided with keys to the premises, keys should not be passed to any other person without direct permission of the Head of School or Executive Headteacher.

26.2 The hirer shall take all necessary action to ensure the security of the school premises and to comply with all reasonable requirements and instructions by the school for the proper running of the school. In this respect the hirer shall maintain regular and frequent contact and liaise with the Head of School, Executive Headteacher or Business Manager to ensure that all such requirements/instructions are met.

27. RIGHT OF ACCESS

27.1 The School reserves the right of access to the premises during any hiring and members of the Senior Leadership Team or members of the Governing Body may monitor activities from time to time.

28. CONCLUSION OF THE HIRING
28.1 The hirer shall, at the end of the hire period, leave the premises in a tidy condition, and ensure all equipment is returned to the correct place of storage. If this is not adhered to, the Hirer may incur an additional cost.

29. VACATION OF PREMISES
29.1 The hirer shall ensure that the premises are vacated promptly at the end of the hire period.

30. PROMOTIONAL LITERATURE/NEWSLETTERS
30.1 In the event the hirer wishes to distribute information a draft copy of any information to be distributed to participants or through the school must be sanctioned by the Executive Head Teacher a week prior to any such distribution by the hirer.

31. SPECIAL CONDITIONS
31.1 The hirer shall comply with the special conditions (if any) attached to this Agreement.

32. COMPLAINTS
32.1 Any complaint relating to the hiring of the premises should be in writing to the Executive Head Teacher who will investigate and respond.

33. HIRER WHO IS A CHILDCARE PROVIDER
33.1 If the hirer is a childcare provider it shall comply with the special conditions as set out in this agreement. [see Appendix B]

34. BREACH OF CONDITIONS AND TERMINATION
34.1 The school shall be entitled to terminate the hire agreement with immediate effect in the event of;
(i) a breach by the hirer of any conditions in the hire agreement which has not been remedied (if capable of remedy) within 14 days of notice of the breach by the school
(ii) the hirer becomes insolvent, or is declared bankrupt, or is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debt

35. BEHAVIOUR
35.1 The hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated. The hirer shall at all times provide an adequate number of supervisors for any activity and those supervisors shall be present throughout the hiring period. The Hi hirer rer shall be liable for damage caused by unruly or inappropriate behaviour. The hirer must pro-actively manage disorderly behaviour using their organisations behaviour policy. This must be aligned with the Federation Core Christian Values and the principles of the Federation behaviour policy.
35.2 It is the hirer's responsibility to ensure that all those attending are made aware of their responsibilities, and the County Council's and Hirer's insurance arrangements.
35.3 The School reserves the right to exclude individuals or companies that it considers undesirable or inappropriate. The Head of School/Executive Headteacher reserves the right to require a representative to be in attendance for the preservation of good order and safety, and to recover from the Hirer any additional expense incurred as a result of this condition. If the school's representative considers the behaviour of the Hirer, its guest/delegates or third-party contractors to be unreasonable, then the representative may cancel and/or terminate the event with immediate effect and the School shall not be obliged to refund any part of the Hire charge.

SPECIAL CONDITIONS

1. MISCELLANEOUS – parking arrangements, food consumption, use of school facilities, Hirer's property etc.
2. Any conditions relating to Premises, School keys and responsibilities for locking.
3. Conditions relating to hire of a swimming pool
4. Before and after school clubs protocol
5. Conditions relating to Child Care Providers

Special Conditions [1]
Miscellaneous

1.1 Car parking may be available for both schools in the car park off Whitworth Close, adjacent to the Junior School swimming pool. The staff car park at the front of the Junior School is for school staff use only during the usual working day. Hirers are not permitted to use this car park between the hours of 8am and 4.30pm on school days in term time without permission from the Executive Headteacher or Head of School. At all times, consideration must be given to the safety of and respect for children, local residents and school staff/visitors when parking on or near the schools.

1.2 Food consumption – the preparation and serving of food must be approved of as part of the letting agreement and all precautions taken in line with health and safety to ensure the safe preparation and serving of that food.

1.3 The use of school equipment must be agreed with the school prior to use. There may be an additional charge for this use.

1.4 Hirer's property – the school nor its staff shall be responsible for property belonging to the hirer and brought onto site. The hirer shall retain responsibility for any items brought into school by themselves or their group.

Special Conditions [2]
School keys and responsibility for locking

2.1 A key holder will usually be paid overtime to unlock and lock the premises for a hire outside of the usual school opening hours. This overtime charge will be included in the hire fee.

2.2 If the hirer is a current member of school staff, they may become a temporary key holder if not so already. This will be dependent on governor and the staff member's agreement to undergo relevant training. Temporary key holders will only be authorised by the Executive Head Teacher and Chair of Governors.

Special Conditions [3]
Swimming Pool

3.1 Access to the pool must be limited to members of the hiring group. The hirer will be notified of the maximum number of persons who may at any time be in the water and the number of lifeguards required. The hirer must adhere strictly to these directions. The hirer must provide adults with current and recognised qualifications to personally supervise all activities in the water. The hirer shall be responsible for providing appropriately qualified lifeguards. For further guidance the hirer must consult the regulations described in the HCC document 'Safety in Physical Education', a copy of which may be obtained from the Head of School in either school.

There are additional conditions, guidance and procedures relating to the use of the swimming pool. These must be read and understood prior to the use of the swimming pool.

Special Conditions [4]
Before and After School Club Protocol

4.1 Attendance registers for ALL clubs will be kept in BOTH school offices, ideally via Arbor, or on a system which both the provider and Leesland C of E federation are confident that safeguarding requirements are met.

4.2 Club leaders will ensure that any unexpected absences are reported to the office of the school in which the club is being held as a matter of urgency, and at within at least 10 minutes of the club start time.

4.3 Office staff will then follow this process (stop when the child is located):

- Check all club registers (for both schools) to check the child is not at another club
- Ask a colleague in each school to walk the site to try and locate the child as urgently (take mobile phone with them to alert office when child found).
- Contact child's parent/emergency contact (within 10 minutes of being informed child not at club)
- Contact police.
- Follow Federation protocol for missing child:
    - Mobilise staff to search school, site and local area for child (in pairs, with mobile phone and office contact number).
    - Do not 'chase' or run after a child who is fearful or running away as this could send them further away and put them in danger of busy roads.
    - Speak kindly and calmly to the child – no 'telling off' - our first priority is their safety and welfare.
    - Keep in regular contact with the school office.
    - Follow advice from SLT/ emergency services as required.
    - SLT will liaise with parents/carers and emergency services as appropriate.

Special Conditions [5]
Child Care Provision

<u>Before and After School Childcare Provision</u>

1. Summary

The Provider must:

- Deliver out of school childcare that is "good" or "outstanding";
- Initially deliver up to 35 places for children
- Be registered with Ofsted
- Provide a flexible service to meet the community needs
- Sign the Hire agreement with the school for the use of the premises;
- Involve the local community in the delivery of the services.

2. Quality requirements

3.1 The provider must fulfil the registration requirements of Ofsted through meeting the Early Years Foundation Stage and Childcare Register

4.4 The provider must work with the school and be prepared to meet with representatives from the school to discuss services and work together to ensure the successful transition of those children who attend the out of school provision

5. Monitoring

5.1 The provider must attend monitoring meetings with the school's representative as required / requested. The meetings will take place as required but will be on a termly basis in the first year with a higher frequency in the first months if required

5.2 The monitoring meetings will include

- Number of children on roll
- Staff structure with names and qualifications
- Income and expenditure report
- Development plan

- Ofsted outcome (when appropriate)

TERMINATION CLAUSES FOR BEFORE AND AFTER SCHOOL CLUBS
(Child Care Provision)

34. BREACH OF CONDITIONS AND TERMINATION

34.1 If at any time the hirer has committed a breach of the hire agreement which is capable of remedy then the school may serve a warning notice on the hirer specifying the nature of the breach and the actions that the hirer is required to take in order to remedy the breach within a specified time scale (the Warning Notice).

34.2 Within 7 days of receipt of a Warning Notice the hirer shall be required to provide the school with an action plan in writing setting out details and remedies of the breach as required by the Warning Notice.

34.3 During the Warning Notice period the school shall monitor the hirer until such time as the hirer has demonstrated, to the reasonable satisfaction of the school that it has rectified and remedied the breach in accordance with the Warning Notice.

33.4 If the hirer fails to comply with a Warning Notice or has committed a breach which is incapable of remedy the school may give notice in writing terminating the hire agreement ("Termination Notice") with immediate effect. A Termination Notice shall take effect 4 weeks from its date.

33.5 The school shall be entitled to terminate the hire agreement with immediate effect in the event the hirer becomes insolvent, or it is declared bankrupt, or is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due.

The hirer has read and understood the terms and conditions of hire and agree to abide by the aforementioned terms and conditions in this agreement.

Authorised Signature_____
Print name_____
On behalf of _____

Signed on behalf of the School_____
Designation_____
Date _____

LEESLAND C of E FEDERATION

C of E (Controlled) Infant School
Whitworth Road, Gosport PO12 3NL
02392 583872

C of E (Controlled) Junior School
Gordon Road, Gosport PO12 3QF
02392 580962

APPLICATION FOR HIRE OF SCHOOL FACILITIES

The application should be sent to the school and should normally be made at least 14 days before hiring is required.

Name and address of applicant (to whom correspondence can be sent)

……

……. Post Code …….

Telephone number…….. E-Mail address …….

Declaration

1. Where necessary, I enclose
   - a copy of my public liability insurance up to £10 million (see insurance section of policy);
   - a copy of my organisation's complaints procedure;
   - a copy of my safeguarding & child protection policy;
   - contact details for my organisation's governing body or equivalent.
   - a copy or copies of any appropriate qualifications held by person(s) running the activities
   - a copy of all staff/volunteer DBS checks and other documentation linking to their suitability to work with children
2. I have read both the federation's child protection and safeguarding policies, shared these with any volunteers/staff that are involved in the letting, and confirm that the policies and procedures have been understood by all. Procedures within these policies will be followed. Where appropriate, they align with any and all policies and procedures within our organisation.
3. I accept that an additional charge may be made in respect of damage caused to the building or property through negligence or wilful intent.

4. I understand that there will be a minimum charge unless there is a concurrent hirer.
5. I agree to the payment conditions.
6. I am over 18.

Signed …….…… Date ……..……..…

Name in full ……..

A copy of this booking form will be returned to you as confirmation or otherwise of the letting. It is not an invoice.

Name ……..

Address……

…… Postcode ……..

Approval is given/not given to your application to hire ……..

at Leesland CE (Controlled) Junior School on ……...

The charge will be £ ……. ph starting at ……. am/pm and finishing at …….…… am/pm,

unless the minimum charge applies or the period of letting exceeded. An invoice for the actual

charge will be issued after the hire.

Signed …….. Date ……

Charge per session