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learners  
today,  
leaders  
tomorrow

## Whitchurch Primary School & Nursery Hiring of Education Premises Agreement

### INTRODUCTION

The Governing Body is committed to making every reasonable effort to ensure the school buildings and grounds ("the premises") are available for community use. Where there is a conflict between a 'hiring' and a school event priority will always be given to school events. The school premises are provided essentially for educational purposes and the promotion of its vision. The premises must not be let in such a manner as to prejudice this purpose.

The use of the premises owned by the Local Education Authority is permitted under the following conditions, which may change from time to time. Any reference to the Department of Education Services includes the Governing Body and the Head teacher of the school. The Lettings Manager, on behalf of Whitchurch Primary School & Nursery, is acting as an agent of the Governing Body.

### Definition of a Hiring

A hiring may be defined as: 'any use of the premises by either a community group or a commercial organisation, regardless of whether a hiring fee is charged'. It must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

### GENERAL CONDITIONS

Enquiries to use the school premises should initially be made with either the Premises Manager or the Business Manager.

The Head teacher acting on behalf of the Governing Body 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 concerned until the booking has been confirmed in writing. The name of the school should not be associated with any booking without the written approval of either the Premises Manager or the Business Manager.

The Hirer and Guarantor, who both must be over the age of 18 years, are required to sign the application form.

Payment for the hire must be paid no later than 15 days prior to the date of proposed use; remittances to be sent to Whitchurch Primary School & Nursery via [finance@whitchurchprimary.harrow.sch.uk](mailto:finance@whitchurchprimary.harrow.sch.uk)

The hirer shall be entitled to cancel the proposed letting and the return of any appropriate fees paid to Whitchurch Primary School & Nursery if written notice is received no later than 7 days prior to the proposed date of letting. If written notice is received by the school less than 7 days prior to the proposed date, the letting fee shall not be refunded. An administration fee may be charged for cancellation(s). If the school cancels any letting the fee shall be refunded in full.

### TERMINATION OF AGREEMENT

The Head teacher or the Chair of the Governing Body, has the immediate power to terminate any hire agreement relating to the hire of the school premises, in accordance with the terms and conditions of the agreement.

The School reserves the right to:

- Cancel the letting at any time without reason and, in such event, shall not be liable for damages or otherwise in respect of such cancellation.
- Cease the letting if the hirer fails to comply with the fire and health & safety regulations.
- Cease the letting immediately if the hirer breaches the Conditions of Use
- For long term lets the school will require a notice period of 4 weeks.

### TERMS AND CONDITIONS OF HIRE OF THE SCHOOL PREMISES

- The hirer shall not assign or sublet the premises or any part of the premises.
- No adaptations, modifications or additions may be made to any part of the electrical installations without prior written consent by the school. Any alterations and additions, as may be authorised shall, be carried out in accordance with the directions and to the satisfaction of the school and shall be reinstated forthwith at the expense of the hirer to the school's satisfaction.
- No additional staging, curtaining or scenery may be erected without prior written consent by the school, and any such, alterations and additions as may be authorised shall be carried out in accordance with the directions and to the satisfaction of the Head teacher and shall be reinstated forthwith at the expense of the hirer to the school's satisfaction. All curtaining or scenery shall be rendered non-flammable. Stage scenery and other effects must neither be brought on the school premises nor taken away while the premises are in normal use. Storage facilities are not viable. Any property not removed by the hirer may be removed by the School at the hirer's own risk. The cost of such removal, together with the School's charges, will be recoverable from the hirer.
- Bills of announcement of meetings or any form of advertising of forthcoming events taking place in the school may only be displayed on the School premises only by prior written agreement with the Head teacher.
- All public announcements of any functions or event for which the hiring is made and all admission tickets and other documents issued in connection therewith shall contain in a conspicuous position the name and address of the hirer and the purpose of the event.
- The Site Manager/Assistant Site Supervisor is the Council Officer supervising your letting.
- The "Hirer" shall be the named individual on the hire agreement and this person and/or their organisation will be responsible for payment of all fees or other sums due in respect of the letting.
- 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 to them or of creating any tenancy between the school and the Hirer.
- The Premises Manager/Assistant Site Supervisor is responsible for making sure before and at the end of the letting that the premises are open at the agreed time as stated on the application form or subsequently approved by the School.
- The hirer must insure the preservation of law and order and take all reasonable steps to prevent injury, loss or damage to any person or property on all occasions and at all time during the entire hire period
- The hirer must arrange for an adequate number of responsible stewards to be present throughout the period of hire to assist in the preservation of order. At no time during the hiring may the number of persons present exceed the maximum stated in the application form or stipulated in the acceptance.

- The hirer is responsible for arranging any first aid provision for their organisation's members whilst on the premises.
- When permission has been granted to enable the premises to be used for the purpose of a youth organisation, Safeguarding Policies must be in place and the responsibility is of the third party hiring the premises. No member of the organisation may enter the premises unless the hirer is present in person on the premises and members of the organisation may remain on the premises only as long as the hirer is present on the premises.
- Where the hirer must be registered with Ofsted, the hirer must meet regularly with a nominated member of the school staff or governing body to discuss standards. Following an inspection by Ofsted where standards are judged below 'Good' or if the nominated representative from school feels that the provision is unsatisfactory, the Governing Body or Head teacher has the right to terminate the lettings agreement.
- Authorised Officers of the School may enter the premises at any time for any reason during the period of hire.
- The hirer is responsible for the area of the premises hired and access and egress routes for the period of hire.
- It is the responsibility of the hirer to ensure that the accommodation used is left in a clean, neat and tidy condition. If in the opinion of the Premises Manager the premises are not left clean, the Premises Manager / Assistant Site Supervisor will clean the premises and the cost will be recovered from the hirer and or the paid 'refundable' deposit retained by the school.
- When classrooms are hired for use, the hirer will be responsible for ensuring that pupil's property, work including displays and school equipment is not interfered with in anyway.
- Any damage, litter or disorder upon your arrival to the premises should be reported to the Premises Manager.
- Storage facilities shall only be provided with prior agreement with the school and may incur an additional cost.
- When specifying the time required on the application form, the hirer must include the preparation time and clearing up time required on each end.
- The premises may normally be used only between:
  - Term Time: 3.30pm to 5.30pm for After School Clubs Monday – Friday inclusive
  - School Holidays: 8.00am to 5.30pm Monday to Sunday
  - Out of School Hours: 6.00pm to 11.30pm Monday – Sunday inclusive
- The School's code of conduct for staff forbids employees from accepting cash from individuals or organisations. Please ensure that no such offers are made to council staff as refusal to accept may cause offence. Any small gifts of appreciation may be passed to the appropriate member of staff via the Head teacher
- No intoxicating liquor shall be included in the refreshments provided for any function held at the school, without prior permission of the Head teacher and the application form signed duly requesting this permission.
- The Hirer shall not sell intoxicating Liquor on the premises.
- Any property not removed by the hirer. The cost of such removal, together with the School's storage charges, will be recovered from the hirer.
- The Premises Manager / Assistant Site Supervisor on duty is the School's Officer supervising your letting
- The Premises Manager / Assistant Site Supervisor on duty is responsible for making sure before and at the end of the letting that:
  - The premises are open at the agreed time as stated on the application form or subsequently approved by the School.
  - Unlock the room (s) to be hired and check that the accommodation is in a safe and satisfactory condition for the organisation to use.
  - To ensure the security of the site at all times while the letting is taking place.
  - To check the premises before and at the end of your letting (With a representative from the group) for damages and to ensure that the premises have been left in a clean and tidy condition.

- To ensure, as far as practical, that users of the site do not behave in a manner likely to cause injury to themselves or others or in damage to the building or contents.
- In the event of an emergency, telephone for assistance (e.g. ambulance, etc.) and assist the organisation(s) on the school site.
- To remain on the school premises throughout the duration of the letting.

The Premises Manager / Assistant Site Supervisor is not permitted to change the start or finish time of the letting or to change the Conditions of Hire without first advising the Head teacher.

## HEALTH AND SAFETY

- The hirer must make her/himself aware of the school's health and safety policy and must not interfere with or misuse anything which is provided in the interests of health, safety or welfare.
- Permission to use the premises will not be granted if in the opinion of the School it is likely that the occupation would create unreasonable disturbance or inconvenience to the residents in the neighbourhood or interferes with any existing occupation or with the school activities.
- No exceeding maximum capacity of each room or halls.
- Keep fire exit doors clear at all times.
- Use of electrical equipment must have a valid PAT-TEST certificate.
- No open flames etc. allowed
- Persons in charge of activities should ensure they are briefed in advance about positions of escape routes, firefighting equipment and emergency drills to ensure the safe evacuation of the building.
- Highly flammable substances shall not be brought into, or used, in any part of the premises. No internal decorations of a combustible nature (e.g. polystyrene, cotton, hay, etc.) shall be undertaken or erected.
- The Fire Brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Premises Manager and/or Business Manager.
- The Hirer or another designated person must take the responsibility of Fire Warden.
- It is the responsibility of the Hirer to make their own first aid arrangements, such as the provision of a first aid kit, and the provision of first aid training for supervising personnel, particularly in the case of sports lettings. There is no legal requirement for the school to provide first aid facilities and use of the school's resources is not permitted.

### Intoxicating Liquor

No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the permission in writing from the Business Manager, whose written consent must also be obtained prior to seeking any Temporary Event Notice from the Local Authority for the sale of alcoholic liquor. All evidence of intoxicating liquor including, inter alia, crates and bottles, must be removed from the premises at the end of the hiring.

### Smoking

Smoking is not permitted on any of the school premises. This includes all of the school grounds.

### Betting, Gaming and Lotteries

Nothing shall be done on, or in relation to, the premises in contravention of the law relating to betting, gaming and lotteries, and the persons or organisations responsible for functions held in the premises shall ensure that the requirements of the relevant legislation are strictly observed.

### Nuisance/Disturbance

Hirers and organisers of events in or at the school premises are responsible for ensuring that the noise level of their functions does not interfere with the other activities within the building nor to cause inconvenience for the occupiers of nearby houses or property. The Hirer must comply with the school's arrangements for disposal of any rubbish or waste materials. Except in the case of trained guide-dogs for the blind and hearing dogs for the deaf, animals shall not be permitted anywhere on the school premises including the school playing fields.

## ADDITIONAL FACILITIES

- Chairs and furniture may not be removed from classrooms or staffrooms without written permission of the Head teacher. Chairs located in halls are included in the hiring charge. Chairs must not be removed from the School for use on playing fields or playgrounds unless prior written approval has been obtained from the school. School PE apparatus located in the halls does not form part of the letting and thus is strictly out of bounds.
- Design Technology, food technology rooms, workshops, staffrooms, classrooms and other specialist rooms are not generally available for the use by hirers, exceptions may be made at the Head Teacher's discretion.
- The School must be advised if food is to be brought on to the premises. Cooking is not permitted, but food may be reheated in the school's microwave ovens with the school's prior written agreement. No other equipment belonging to the school such as pans, cutlery or plates may be used or moved. No portable cooking equipment is allowed on the premises.
- The use of school facilities, such as audio visual equipment, computer equipment, etc. is not permitted unless prior written approval is granted by the school.
- If use of the playgrounds or football court is required you must book this facility and state your reason for use. A charge will be made for this use.
- The use of playground equipment is not permitted, without prior written permission from the Business Manager.

## COPYRIGHT AND PUBLIC PERFORMANCES LICENCES

- The requirements in connection with the issue of Licences for public dancing, music or any public entertainment must be strictly fulfilled. A copy of the licensing regulations can be obtained from the Department of Education Services.
- It is the hirer's responsibility to ensure they have the correct licences and permissions required for the use of music and performances. These must be produced when requested by the school.
- The Hirer will indemnify the school and LA against any action brought about by failure to obtain the necessary licence(s).

The following categories of letting may require a licence.

- The Theatre licence
- Copyright/Royalty licence
- Cinematography licence
- Music, Singing and Dancing

Hirers are reminded that it is illegal to photocopy music or plays without the express permission in writing of the copyright holder except in certain circumstances. Any infringement of this is liable to prosecution. The Hirer shall indemnify the Governing Body against all sums of money which the school may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

## Administration Fee

- In the event of an amendment, alteration or cancellation to the hire agreement, by the hirer for the day of hire an administration fee of £15 may be charged by the School.

## Deposit

A deposit of £200 for one off lets (£500 for regular long term lets) will be requested for lettings and is payable upon the signing of the lettings agreement. If you no longer require to hire the premises your £200 (£500 for regular long term lets) deposit will be returned in full by cheque.



### School's Absolute Discretion

The school reserves the right to impose any additional requirements to any hirer that they consider appropriate in connection with the hiring. If for any reason the school is not satisfied regarding this or any of the above requirements then they reserve the right to cancel any hiring and there shall be no liability to the Hirer other than to refund any hiring fee or deposit paid.

### INDEMNITY AND INSURANCE

- The Hirer will be responsible for ensuring that they have adequate insurance appropriate to the activities organised.
- The School has arranged adequate insurance for its property and public liability insurance against injury, loss or damage caused to third parties or their property.
- Public liability insurance must also be arranged by hirers to protect them against claims of this nature, which may be made against them by the school or the third parties.
- Where the hirer is an individual or a non-profit making organisation, hirer's public liability insurance cover is available through the Council's Lettings Officer. Commercial organisations will be required to provide evidence of such cover at the time of application.
- The Hirer will be entirely responsible for the proper use of facilities and must take all reasonable precautions to ensure that there is no damage to the fabric of the building, furniture and fittings or any school equipment.
- The school shall not be responsible for any injury to persons or damage to property arising out of the letting of the premises
- The Hirer shall indemnify the Local Education Authority when signing the application form against any claim for bodily injury or loss of damage to property (real or personal) whether belonging to the LA or to any other person if the said loss, damage or injury is either caused by the negligence of the user or by the negligence of any other person using the premises hired with the permission of the Hirer.
- The effect of the above is that the Hirer will be liable to indemnify the LA for any damage which is caused when the premises are being used for a function for which they are let. However, it is only operative if the damage etc. is caused by the negligence of the user or any other person using the premises with the Hirer's permission

### Damage

The hirer agrees to pay Whitchurch Primary School & Nursery on demand the cost of repairing or cleaning up of all areas used and making good any loss or damage (fair wear and tear excepted) arising out of or incidental to the hiring.

### Security

Areas of the school not included in the letting will be secured where possible. Hirers are to ensure all members of their party do not access areas, which are not part of the letting agreement. This will not in any way impede your use of the agreed areas or your emergency escape from the premises.

### Right of Access

The Governing Body reserves the right of access to the premises during the hiring. (The Business Manager or members of the Governing Body from the Premises committee may monitor activities from time to time).

### SAFEGUARDING, CHILD PROTECTION, RISK ASSESSMENTS AND CHECKS

Safeguarding and promoting the welfare of children is everyone's responsibility. Everyone who comes into contact with children and their families and carers has a role to play in safeguarding children. Schools are particularly important as they are trusted establishments, in a position to identify concerns early, provide help for children, and prevent concerns from escalating. All school staff have a responsibility to provide a safe environment for children. We include within this responsibility a need to understand the risks to young people on our site outside of core school times, including where premises are being hired to third parties.

## HARROW INSPECTION UNIT (UNDER 8'S TEAM)

### Guidelines about the Registration of Day Care

- The purpose of these guidelines is to provide advice and information to people who are considering opening a Day Care facility in the London Borough of Harrow. The Registration and inspection Unit (Under 8's Team) is responsible for carrying out this duty. The legislation for the Registration of Day Care is set out in Children Act 1989.
- If you have children under the age of 8 who attend classes run by your organisation and they are in your care in non-domestic premises for 2 hours or more per day you must by law be registered.

## APPLICATIONS BY EXTERNAL ORGANISATIONS PROVIDING ACTIVITIES FOR CHILDREN AND YOUNG PEOPLE

- To ensure that all organisations who use the premises comply with the guidelines recommended by the Local Safeguarding Children Board and Department of Education (DoE), details below are some requirements we expect all organisations to be able to answer and provide evidence of, where requested
- The point of contact for access to the file of professional and character references of all staff that have contact with children.
- A Child Protection Policy which includes specific arrangements for dealing with the event of a child being uncollected after the activity finishes.
- Copies of DBS checks on all staff before they are left unsupervised with children.
- A record of appropriate qualifications and registrations held by staff.
- Registration details with an appropriate registered body as applicable

## PREVENT DUTY 2015

Schools and Academies are expected to pay due regard to the Prevent Duty 2015. Whitchurch Primary School & Nursery will not intentionally hire or lease the school's premises or facilities to groups that have extreme ideologies, viewpoints or links. If we do have concerns relating to the "Prevent Duty" about any group or individual using our premises and facilities or applying to do so, we shall immediately report this activity to 101, Children's social care or Adult services or through any other official reporting routes available to us.

## DBS CHECKS

If a particular letting involves contact with children and young people under 18, it is the responsibility of the Hirer to ensure and be able to fully demonstrate that they have complied with the Disclosure and Barring Service (DBS) Code of Practice. The Hirer specifically undertakes to ensure that all of its staff and volunteers providing or offering a service on behalf of the Hirer are subject to a valid enhanced disclosure check undertaken through the DBS including a check against the adults' barred list or the children's barred list, as appropriate. A copy of the DBS registration for the event organiser will be requested for lettings involving children under the age of 18. When there is a requirement for DBS checks to be undertaken, the Hirer must keep appropriate records for all adults in line with the DBS Code of Practice and report to the Head of the school any safeguarding concerns which may arise. The Hirer must be able to provide evidence that DBS checks and other safeguarding requirements detailed have been carried out for all relevant adults on request. Whitchurch Primary School specifically reserves the right to terminate this agreement with immediate effect if the Hirer does not have in force the appropriate arrangements with regards to the safeguarding of children in their care. The Hire Agreement includes an Annual Safeguarding Declaration, Appendix 1, which must be signed by the Hirer.

Hirers must have and must provide evidence of first aid training, public liability insurance and any other insurance that Whitchurch Primary School & Nursery reasonably considers necessary.

## Annual Safeguarding Declaration

All hirers who offer regulated activities in school must complete an Annual Safeguarding Declaration Form (Appendix 1) stating that they have read and will abide to the schools safeguarding policies, Keeping Children Safe in Education 2018 Part 1, Part 5 and Annex A and understand their responsibilities in that regard.

**SCALE OF CHARGES:**

Hirers will be charged an hourly rate. Not part thereof:

Facilities	Regular Bookings During School Hours Monday - Friday 3.30pm-5.30pm Per Hour	Occasional Hire Monday – Sunday Out of School Hours Per Hour (Minimum of 3 hours)	Regular Bookings Monday – Sunday Out of School Hours Per Hour (Minimum of 3 hours)
Small Hall	£30	£60	£55
Large Hall	N/A	£75	£70
Use of Staging	N/A	£55 one off charge	
Classrooms	£20	£30	£25
Meeting Room	£25	£45	£40
Playground	£20	£35	£30
Football Court	£20	£35	£30
Music Room	£20	£30	£25
Media Hub	£30	N/A	N/A
Music Studio	£20.00	£30.00	£25.00

**Whitchurch Primary School & Nursery  
Premises Hirers Agreement Form**

Name of Hirer .....

Main Contact .....

Address of Hirer .....

Mobile No .....

Email .....

Name of Organisation .....

Activity of Organisation .....

Address .....

Type of Function .....

Date(s) of Event (s) .....



Start Time

Finish Time

.....

.....

Frequency

.....

Estimated Number of persons to be on the premises:

Adults .....

Children .....

The Start and Finish Time you have stated will be the time you arrive/depart. You may not start or continue your function outside these times. If you are hiring the premises regularly during school hours please provide us with your term dates along with this booking form.

Facilities required (please tick below)

School Hall (small)		School Hall (large)	
Classrooms (indicate how many)		Meeting Room	
Playground		Football Court	
Music Room		Media Hub	
Music Studio			

Agreement

The Hirer confirms that adequate and appropriate insurance cover is in place for the activity to be carried out (see Terms and Conditions for further details) and has attached a copy to this document

The Hirer agrees to all hire charges as outlined by the School and to comply with the Terms and Conditions of Hire of the School Premises as per the School’s Hiring of Premises Policy

The Hirer confirms that he/she is over 21 years of age, and that the information provided on this form is correct.

Signed: ..... (The Hirer)

Date: .....

The School agrees to the hire based upon the above information provided by the Hirer and in accordance with the Terms and Conditions of hire of the School Premises as per the School’s Hiring of Premises Policy

Signed: ..... (on behalf of the School)

Date: .....

ANNUAL DECLARATION FORM

At Whitchurch Primary School and Nursery we strongly promote the need for vigilant awareness of safeguarding issues. It is important that all staff have appropriate training and induction so that they understand their roles and responsibilities and are confident about carrying them out. Staff, pupils, parents and governors should feel secure that they could raise any issues or concerns about the safety or welfare of children and know that they will be listened to and taken seriously. This will be achieved by maintaining an ethos of safeguarding and promoting the welfare of children and young people and protecting staff and hirers. This is supported by clear behaviour, anti-bullying and child protection policies, appropriate induction and training, briefing and discussion of relevant issues and relevant learning in line with current legislation and guidelines.

In line with this ethos, the school may require hirers who have regular (4 or more days hire in a 30 day period) unsupervised access to young people to be checked through arrangements with the Disclosure and Barring Service. We will advise you separately if this applies to your booking.

All hirers who hire the premises and are involved in the supervision or training of under 18's/vulnerable people whilst using the school site are required to read the school's Child Protection Policy and Child Protection Procedures on an annual basis. Any hirers who regularly work at Whitchurch Primary School & Nursery are also required to read Keeping Children Safe in Education 2018. Links to these policies and documents are on our school website.

Once you have read them please sign and return the safeguarding declaration form to the Premises Manager or email [office@whitchurchprimary.harrow.sch.uk](mailto:office@whitchurchprimary.harrow.sch.uk)

Name of Hirer	
Organisation	
Description of Activity you will be using the site for	
Does this Activity involve supervision of young people (under the age of 18)	
Date	

I confirm that I have received, read and understood the following:

1. Whitchurch Primary School & Nursery Child Protection Policy on the website.
2. Keeping Children Safe in Education 2018 Part 1, Annex A & Part 5 on the school website.
3. Code of Conduct for Staff and Volunteers on the school website.

I understand my responsibilities and confirm I will follow the Child Protection Procedures should I have any concerns about a child.

Signature.....

Print Name..... Date.....