

CHELLINGTON CHURCH OF ENGLAND FEDERATION



Happiness Through Wisdom

"Gold there is, and rubies in abundance, but lips that speak knowledge are a rare jewel."

Proverbs 20:15

**St. Lawrence VA Primary School /
Christopher Reeves VA Primary School**

Use of School Premises Policy

December 2022

Review Date: December 2024

Statement of Federation Philosophy

The Chellington Federation Church of England Federation is a Christian learning environment at the heart of its communities. We promote care and respect, and expect high standards in all aspects of Federation life.

As a Church of England Federation, the schools promote a friendly, caring, family ethos where everyone works as a team to support each other across all areas of school life thus encouraging Happiness through Wisdom - "There is gold and a multitude of rubies; but the lips of knowledge are a precious jewel." Proverbs 20:15

In each school, we aim to build communities clearly based on Christian values. At Christopher Reeves, the whole community is encouraged to 'Live our Values' being strong and courageous to follow God's love and stand steadfast. "Be strong and courageous, do not be afraid, do not be discouraged, for the Lord, your God, will be with you wherever you go." Joshua 1:9

At St Lawrence we encourage all children to 'Let Their Light Shine' through the core values of hope (Letting our light shine gives us hope for the future.), courage (We have courage to Let our Light Shine.) and perseverance (When we persevere our light can shine). "Let your light shine before others, that they may see your good deeds and glorify your Father in heaven." Matthew 5: 14-16

This policy, and its associated procedures and protocols, is based on these key principles.

Aims and scope

We aim to:

- Make sure the school's premises and facilities can be used, where appropriate, to support community or commercial organisations
- Allow the use of the premises without using the school's delegated budget to subsidise this
- Not let any use of the premises interfere with the school's primary purpose of providing education to its pupils
- Allow others to use the facilities in a way that is safe, following government guidelines and the school's risk assessment(s)
- Allow third party providers to use the school premises to run activities for pupils who attend the school.

Areas available for use

Available areas

The school will permit the hire of the following areas:

- School hall
- Library
- Classrooms
- Playing fields
- Playground

The clubs which are run by outside agencies and are only available to pupils of the school. The club providers set maximum limits for each activity they provide. They must provide the school with the maximum number of children they can accommodate on each activity they offer.

Charging rates and principles

Christopher Reeves Primary School does not make a charge for hire of the school hall but asks for a voluntary donation to be made to offset the costs of heating / electricity / cleaning etc.

Rates

The Wrap around care and external club providers are permitted to use the premises free of charge, if it supports the core aims of the school.

We may decide to impose an additional cleaning fee on top of the hiring rates.

Cancellations

We reserve the right to cancel any agreed hiring with a minimum of one week's notice. A full refund will be issued if we do cancel a hire. The school shall not be liable for any indirect or consequential losses, including (without limitation) any loss of profits, loss of business or the loss of any revenue arising out of the cancellation of any hire.

The user of the premises can cancel any hire with a minimum of one week's notice.

Review

The revenue raised from hiring out will be reviewed by the School Business Manager and will be fed into the school's financial reporting, to ensure best value is being achieved.

Application process

Those wishing to use the premises should fill out the hire request form, which you can find in appendix 1 of this policy, and read the terms and conditions of hire set out below.

The user should fill out and sign the hire request form and submit it to the school office. Approval of the request will be determined the School Business Manager.

If the request is approved, we will contact the user with details of how to submit payment and make arrangements for the date and time in question. We will also send on details of the emergency evacuation procedures and other relevant health and safety documents. The user will also need to provide proof of its public liability insurance.

We reserve the right to decline any applications at our absolute discretion, in particular where the organisation does not uphold the values of the school, reputational damage may occur, or the activity does not adhere to the latest government safety advice.

Terms and conditions of hire

The following terms and conditions must be adhered to in the use of the school premises. Any breach of these terms will result in cancellation of future use without refund.

User means a person or organisation that uses the premises either paid, unpaid or makes a donation to the school / federation.

1. "User" means the person or entity identified in the relevant hire request form.
2. The user shall pay the full amount as stipulated by the school, and shall not be entitled to set off any amount owing to the school against any liability, whether past or future, of the school to the licensee.
3. The user shall occupy the part(s) of the premises agreed upon as a non-exclusive licensee and no relationship of landlord and tenant is created between the user and the school by this licence.
4. The user shall not sub-licence any of the premises under the licence.

5. The user shall not use the premises for any purpose other than that agreed upon in the licence, as set out in the hire request form.
6. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the licence.
7. The school shall retain control, possession and management of the premises and the user has no right to exclude the school from the premises.
8. The user shall be responsible for all matters relating to health and safety and shall be responsible for those in attendance during the specified time.
9. The user must take out its own public liability insurance with a reputable insurer approved by the school and, where requested by the school, shall provide a copy of the relevant insurance certificate no less than 10 days before the start date of the licence.
10. The user shall not conduct, nor permit or suffer any other person to conduct, any illegal or immoral act on the premises, nor any act that may invalidate any insurance policy taken out by the school in relation to the premises.
11. The user shall indemnify and keep indemnified the school from and against:
 - a. Any damage to the premises or school equipment;
 - b. Any claim by any third party against the school; and
 - c. All losses, claims, demands, fines, expenses, costs (including legal costs) and liabilities, arising directly or indirectly out of any breach by the user of the licence or any act or omission of the user or any person allowed by the user to enter the premises
12. Save that nothing in the licence shall exclude or limit either party's liability for personal injury or death arising from the negligence of either party or any other liability that cannot be excluded by law, the school shall not be responsible for any losses of a direct or indirect nature, and its maximum liability to the user shall not exceed the total fees paid or to be paid to the school by the user under the licence.
13. Any cancellations by the school made with at least a week's notice will be refunded.
14. Any cancellations by the user received with less than a week's notice will not be refunded.
15. The user will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
16. The user will leave the premises in the condition it was found in, leaving the area clean and tidy and not leaving any of their own equipment behind.
17. The user will clean their own equipment brought into the premises, and clean the premises after use.
18. The user shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior written agreement from the school.
19. If the user breaches any of the terms and conditions the school reserves the right to terminate the licence and retain any fees already paid to the school, without affecting any other right or remedy available to the school under the licence or otherwise.
20. The user shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
21. The user will acquire all appropriate additional licences for any activities they are running, including those required for use of any third party intellectual property.
22. The user is responsible for carrying out any risk assessments of the premises relating to the activities it is running. This includes a risk assessment for COVID-19.
23. The user will ensure parents are aware of the relative behaviour and safeguarding policies held by the organisation (user) and said organisation will ensure parents

accept these policies and understand that they are not policies of the school / federation.

24. The user shall comply with all applicable laws and regulations relating to its use of the premises.
25. The user and the individuals participating are responsible for adhering to the latest government guidelines on COVID-19 at all times.
26. The school's Use of Premises policy, the relevant use request form submitted by the user and the relevant use confirmation letter issued by the school shall apply to and are incorporated in the licence.
27. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
28. The school and the user irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising from this licence.

Safeguarding

The school is dedicated to ensuring the safeguarding of its pupils at all times. It is a requirement of use that users abide by the schools' requirements in respect of safeguarding. Any failure from the user in this respect will result in the hire being terminated.

It is the responsibility of the users to ensure that safeguarding measures are in place while using the space.

If there is a chance that those using the premises will come into contact with pupils, for example if the use occurs during school hours, or when pupils may be present in the school (during after school clubs or extra-curricular activities), we will ask for confirmation that the users have had the appropriate level of DBS check.

The user will be required to have appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide copies of these policies on request to the school.

The user confirms that, should any safeguarding concerns present themselves during the use of the school premises, they shall contact the Executive Headteacher as soon as reasonably practicable.

Review

This policy was reviewed and agreed in full by the Governing Body:

Confirmation:

This policy has been reviewed and agreed by the Governing Body on 15th December 2022 and will be renewed in December 2024.

If you require a hard copy of this policy, please contact the school office.

Appendix 1: Use of School Premises request form

Before filling out a request form, please familiarise yourself with our terms and conditions for the use of our premises which you can find in sections 2 and 5 of this policy. If you have any questions, please contact St Lawrence Primary School office or Christopher Reeves Primary School office.

Name of applicant/organisation and company number (where applicable)	
Applicant contact details	Address: Phone no: Email address:
Preferred method of contact	
Purpose/activity of organisation	
Part of the premises requesting to be used	
Date and time of first use	
Is this a recurring request, or one off? If recurring, indicate the frequency and number of occurrences (e.g. weekly, 10 weeks)	
Number of expected participants in the activity	
Additional equipment you will require from the school (please note we may not always be able to provide this but will inform you where this is/is not possible)	
Additional equipment you will be providing yourself	
Confirmation and details of the safeguarding and child	

protection arrangements you have in place	
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By signing below, I agree to the terms and conditions set out in the school's premises use policy.

Name _____ Date _____

Signature _____

Please return this form via email to admin@crls.org.uk / admin@st-lawrenceschool.co.uk or to the school office at Christopher Reeves Primary School or St Lawrence Primary School. We will be in touch to inform you if your application is successful, and if so details of the full cost and documents that will need to be shared.

Appendix 2: Safety Checklist for approving the user

Before we decide to allow the use of our premises to a person or group, we will consider the following:

The schools' ethos and values

Is the group or person we're allowing to use the premises appropriate?

We will check that your user has appropriate:

- Insurance
- Licensing
- Health and safety training and procedures (including risk assessments)
- Safeguarding checks, policies, and training
- Adult-to-child ratios
- Registration (for instance, external providers' looked after children under age 5 need to be registered with Ofsted)

Appendix 3: Confirmation of licence template letter

Dear [contact name]

Thank you for submitting your hire request form to us.

We're pleased to say the area you've requested is free on the date(s) and time(s) of your request and we'd be happy to grant a non-exclusive licence to you to use the area for the purpose set out in your request form, subject to the [enclosed terms and conditions/terms and conditions already provided to you].

Based on the length of time and area requested, the full amount for the use will be [insert amount, and where relevant, explain that this includes an additional cleaning fee]. You can pay us by [insert payment method(s) and details here]. We request full payment of the fee by [insert date].

We'll also require you to submit to us:

- Proof of your public liability insurance
- Specify any other documents you'll require when someone uses the premises

We've attached the following documents:

- Details of emergency evacuation procedures in the event of a fire/similar emergency
- Specify any other documents you'll want to make sure the user is familiar with (e.g. health and safety policy)

Please make sure you're familiar with these before the date of use.

You can contact [named contact and details] with any questions about hiring the premises. You may wish to have an additional 'out of hours' contact/contact details for when the use is happening if the person is using the premises outside of school hours, unless you plan to have a member of staff on site to provide support with any issues.

Kind regards,
[staff member]