

## **Belham Spaces Community Use Policy**

### **1. Introduction**

The Trust regards the school premises ['Belham Spaces'] as a valuable community resource and welcomes the opportunity to enable those in the wider school community to benefit.

The school building is designed to be a stimulating, inspirational space for children's learning during the day, and a modern, welcoming place for local people to gather, play and learn in the evenings and weekends. The Trust believes passionately in the idea that learning never stops and that this continuation of education enriches the school and the wider community's experience.

Any community use will not interfere with the primary activity of the school – to provide a high standard of education for all our pupils.

### **2. Definition of community use**

Community use of Belham Spaces may be defined as 'any use of the school premises (building and/or grounds) by parties other than the School'.

Use of Belham Spaces for activities which fall within the usual life of the school, such as governor meetings, school performances, PTA events and extra-curricular activities of pupils supervised by school staff are not considered community use.

The School will not accept applications for community use that constitutes a birthday celebration, wedding reception or any other form of private party.

### **3. Management and administration of community use**

The Head of School is responsible for the management of lettings, in accordance with the Governing Body's policy. Where appropriate the Head of School may delegate all or part of this responsibility to other members of staff.

If the Head of School has any concern about whether a particular request for community use is appropriate, she will consult with the Governing Body to determine the issue.

An annual report on community use will be made to the Governing Body and will include information on users, finances, incidents and accidents and any lettings refused.

### **4. Charges and payment**

The Governing Body is responsible for setting charges for community use of Belham Spaces. A charge will be levied to cover the costs to the School of heating and lighting, staffing, administration, wear and tear and use of school equipment, plus a profit element. All monies received by the School in association with community use will be paid into the school budget. The Governing Body will ensure that the school budget does not subsidise non-school activities and that all costs are recoverable.

The specific charge levied for each booking will be reviewed no less than annually by the Governing Body, usually at the start of each financial year. Current charges will be provided in advance of any hire agreement.

Income and expenditure associated with community use will be regularly monitored and reported to the Governing Body.

#### **5. VAT**

The School is constrained by law to apply VAT to all transactions where this is appropriate. The use of spaces for non-sporting activities is exempt from VAT; spaces designed for sport and used for sporting activities are subject to VAT. The use of a space with the hire of equipment, including catering, is subject to VAT.

#### **6. Cancellations**

The School will seek to recover any cost incurred by the School which is unavoidable and results directly from the cancellation of a booking.

#### **7. Community use times, available facilities and equipment**

Belham Spaces will be available for community use during the hours of 6.30pm to 10pm Monday to Friday, and 9am to 10pm Saturday and Sunday, term time only. Different opening and closing arrangements will apply in the school holidays. It is possible for Hirers to use the main school hall, movement space, studio, makers room, training room and grounds. Hire of the school kitchen will be subject to specific minimum skills/training requirements and will require the presence of school catering staff at the hirer's cost. Any use of school equipment and any variation to these facilities and times will be subject to the approval of the Head of School.

#### **8. Insurance**

Anyone submitting a request to use Belham Spaces must prove that they have appropriate public liability insurance to cover all their legal liabilities.

The School may at its discretion waive the requirement to hold public liability insurance where the Hirer is an individual or small informal group of individuals who do not hold public liability insurance and who may find it difficult to obtain. This is only for community usage that is non-commercial and non-profit making. In these circumstances the Hirer will be covered under the School's own public liability insurance.

#### **9. Considering applications for community use**

Anyone seeking to hire Belham Spaces should contact the school by telephoning 020 8353 4290 or emailing [info@thebelhamprimaryschool.org.uk](mailto:info@thebelhamprimaryschool.org.uk) Details of charges and terms and conditions will be given, and a booking request form should be completed at this stage. The Head of School will decide on the application with consideration to:

- Interference with school activities
- Availability of the spaces and staff
- The school's Equal Opportunities, Health & Safety and Safeguarding Policies
- Any requirement for a Temporary Event Notice (TEN), taking into account the school's remaining number of TENs for the year

The Head of School has the right to refuse a request for a booking and no booking should be regarded as confirmed until the receipt of a Hire Agreement.

#### **10.Hire Agreement**

Once a booking has been approved, a Hire Agreement will be issued by email, along with a further copy of the terms and conditions. The School must be in receipt of a copy of the Hire Agreement signed by the Hirer prior to the date of the booking.

#### **11.ID check**

The Hirer must present documents confirming their identity before the booking can be confirmed. This must be either one document with name, photo and current address, e.g. driving licence, or one document with name and photo plus one with name and address, e.g. passport plus utility bill or bank statement (dated within the last 3 months). Original documents should be brought to the school office by the Hirer between the hours of 8am and 4.30pm Monday to Friday.

#### **12.Payment**

Payment for individual bookings will be required in full once a booking has been approved and an invoice issued to the Hirer. A deposit may also be due to cover against any damage or breakage to fixtures, fittings or equipment. Payment for a recurrent booking or course will be payable half-termly in advance. Payment can be made by bank transfer only and a receipt will be issued by email for all monies paid.

#### **13.Safeguarding**

The School's Safeguarding Policy must be consulted and followed when dealing with external organisations or individuals that work with children, young people or vulnerable adults. In such cases, assurance that the Hirer has appropriate safeguarding and child protection policies and procedures in place will be sought.

The School will ensure that any photographs where children are identifiable, and any documents containing the full names of children, are removed from public view prior to each hire period. Classrooms and any rooms containing sensitive data, including the personal details and photographs of pupils, parents and staff, will be locked prior to each hire period.

#### **14.Health and Safety**

The School will provide the Hirer with details of fire and emergency evacuation procedures and will ensure the means of access and exit are safe for the Hirer at the commencement of the booking. The School will have a designated emergency contact for each hire period and will provide the Hirer with the telephone number of the contact. The School will ensure that the Hirer is competent to use any equipment provided by the School and that all equipment is in a safe condition.

#### **15.Security**

The Head of School will determine the security risk for each booking and will agree the person to be responsible for the security of Belham Spaces before, during and after community use [the keyholder].

The keyholder will be present on site for the duration of the hire period and is responsible for ensuring all participants sign in and out of the building. At the end of the hire period the

keyholder will perform a full sweep of the building and ensure that all doors and gates are locked and alarmed.

#### **16.Complaints procedure**

A complaint about the School from someone hiring Belham Spaces should be dealt with by following the School's complaints procedure as detailed in the school's Complaints Policy. Complaints by a third party should be forwarded to the Hirer. If the Hirer does not have their own complaints procedure, the School will investigate the complaint using its own procedure.

#### **17.Review of policy**

The Local Governing Body will review the policy each year in the month of April.

## Appendix A

### Terms and Conditions of Hire

All terms and conditions set out below must be adhered to.

The 'Hirer' shall be the person making the application for community use, and this person will be personally responsible for payment of all fees or other sums due.

#### 1. Use and Access

- (a) The School permits the Hirer to access and use Belham Spaces at the times specified in the Hire Agreement.
- (b) The Hirer must present ID which matches the details on the Hire Agreement before the booking can be confirmed.
- (c) No facility must be sub-let or reassigned to or shared with any other organisation or individual.
- (d) The School retains the right to access Belham Spaces at all times during the hire period.
- (e) The Hirer shall be responsible for ensuring these terms and conditions are observed and for maintaining good order and supervision of behaviour during the hire period, ensuring that no nuisance arises to the occupiers of adjoining premises.

#### 2. Restrictions on Use

- (a) Belham Spaces shall not be used for any unlawful purpose and must only be used for the purpose for which it was hired.
- (b) The Hirer shall not make any alterations or addition to Belham Spaces and no interference is to be made with other parts of the school building or school property and equipment which do not form part of the Hire Agreement.
- (c) The whole of Belham Spaces is a non-smoking area, and smoking is not permitted within the building or grounds at any time.
- (d) Alcohol is not allowed on site unless prior permission is given by the School and, if to be sold, a licence or Temporary Event Notice (TEN) obtained by the Hirer.
- (e) No items of a flammable, dangerous or noxious nature may be brought onto the site, including fireworks, confetti or gas.
- (f) No food or drink may be stored, prepared, served or consumed within Belham Spaces without the direct permission of the School. If such permission is given, the Hirer will agree to any specific conditions or instructions in relation to the use of the kitchen facilities made by the School.
- (g) No betting, gaming or gambling is allowed within Belham Spaces without the permission of the School and the relevant licence from the licensing authority.
- (h) Dogs, other than guide dogs for the blind or other assistance dogs, shall not be allowed anywhere within Belham Spaces.

#### 3. Health and Safety

The Hirer shall ensure that:

- (a) The number of persons present during the hire period does not exceed the number agreed by the School and detailed on the Hire Agreement, and that any applicable adult/child ratios are adhered to.
- (b) They have, as far as possible, an accurate list of those present.
- (c) All proper safety precautions are taken for the protection of the users of the premises and equipment including adequate supervision.
- (d) They are aware of the fire exits and the fire and emergency evacuation procedures.

- (e) All exits and corridors are kept clear and unobstructed.
- (f) There are suitable first aid arrangements in place (the School does not provide first aid facilities for community use).
- (g) Any portable electrical equipment to be used has a current PAT test certificate.
- (h) They have access to a mobile phone at all times to cover any emergency event.
- (i) Any emergency, accident or serious incident that occurs during the hire period is reported to the School at the earliest opportunity by contacting the designated emergency contact.

#### **4. Safeguarding**

- (a) For any community use which involves working with children, young people or vulnerable adults, the Hirer must submit to the School evidence that appropriate policies and procedures are in place with regard to safeguarding. Any DBS checks required by the Hirer must be supplied to the School on request.
- (b) At an event where the number of children is likely to exceed 100, the Hirer must ensure that a sufficient number of adults are stationed to prevent more children being admitted, to control the movement of the children and to take all reasonable precautions for the safety of the children as required by the Children's and Young Person's Act 1933.

#### **5. Booking fee and deposit**

- (a) The booking fee (and deposit if applicable) is due and payable upon receipt of invoice, prior to the commencement of the booking. All monies must be paid by bank transfer.
- (b) For a recurrent booking or course, invoices will be issued and payable half-termly in advance.
- (c) The School reserves the right to require a deposit over and above the hire fee as a surety against damage or additional cleaning requirements or other expenses.

#### **6. Insurance**

- (a) Hirers are required to have public liability insurance for a minimum of £5 million to cover all their legal liabilities, and must provide the School with a copy of the schedule of insurance before the booking can be confirmed.
- (b) The School may at its discretion waive the requirement to hold public liability insurance where the Hirer is an individual or small informal group of individuals who do not hold public liability insurance and who may find it difficult to obtain. This is only for community usage that is non-commercial and non-profit making. In these circumstances the Hirer will be covered under the School's own public liability insurance.

#### **7. Indemnity**

The Hirer shall keep the school indemnified against all expenses, costs, claims, damage and loss arising out of the use of Belham Spaces by the Hirer from any breach of any of the Terms and Conditions.

#### **8. Property and equipment**

- (a) Any loss, theft or damage that occurs during the hire period in or to the building, equipment or school property will be the responsibility of the Hirer.
- (b) The School does not accept liability for any loss, theft or damage to property brought onto or left in any part of Belham Spaces.

- (c) No equipment belonging to the School, including telephones and photocopiers, may be used by the Hirer unless previously agreed with the School and detailed in the Hire Agreement.
- (d) The Hirer is liable for any damage, loss or theft of school equipment they are using, and for the equipment's safe and appropriate use.
- (e) The intention to use any electrical equipment must be declared at point of booking and included in the Hire Agreement.
- (f) The use of furniture is subject to agreement by the School. Furniture and fittings shall not be moved or removed.
- (g) Any equipment the Hirer intends to use should be brought into/removed from Belham Spaces within the time booked, as detailed in the Hire Agreement.
- (h) No screws, nails or drawing pins should be used in any part of Belham Spaces and Sellotape, Blu tack and glue must not be used on any surface.
- (i) Belham Spaces must be left in the same condition as before the commencement of the hire period, this includes the removal of all rubbish following the instructions of the School.

#### **9. Copyright legislation**

The Hirer has full responsibility for ensuring that any conditions imposed by copyright legislation are adhered to and that the proper licences are in place through the appropriate licensing authorities e.g. Performing Rights Society, Phonographic Performance Ltd, Copyright Licensing Agency.

#### **10. Cancellation**

- (a) The Hirer may cancel a booking at any time by contacting the School. If a booking is cancelled with more than one week's notice, the full booking fee and any deposit will be repaid. If less than one week's notice is given, 50% of the booking fee will be repaid. The Hirer will pay the full cost of the hire for bookings cancelled less than 24 hours before the commencement of the booking.
- (b) The School reserves the right to cancel the booking at any time without notice but will endeavour to give as much notice as possible. In such circumstances, the School will refund the booking fee (and any deposit), but will not be responsible for any loss or expenditure in relation to the booking which the Hirer may have incurred or be liable to pay.
- (c) This agreement will be cancelled immediately should the Hirer breach these Terms & Conditions at any time and no booking fee (or part thereof) shall be refundable.

#### **11. Advertising**

A draft copy of any marketing information proposed for distribution concerning the use of Belham Spaces, must be approved in advance by the School.

The Hirer consents to the School publishing information and, where applicable, contact details relating to the booking in order to market the Hirer's event or activity online, in print or by email. All data will be handled in compliance with legal requirements. Further information can be found in the school's GDPR Policy published on the school website [www.thebelhamprimaryschool.org.uk](http://www.thebelhamprimaryschool.org.uk).

## Appendix B

### Booking Request Form

Name of Hirer (person, company)	
Address of Hirer	
Contact telephone number	
Email address	

Purpose of hire					
Maximum number of attendees:	No. of adults:		No. of children:		Total attendees:
Single booking:	Date of booking:		Start time:		End time:
Block booking:	Frequency/days:				
	Start date:		Start time:		
	End date:		End time:		

*The hire period must cover the time you arrive to the time the last person vacates the premises.*

Space required:	<input type="checkbox"/> Main Hall	<input type="checkbox"/> Movement Space
<input type="checkbox"/> Studio	<input type="checkbox"/> Makers Room	<input type="checkbox"/> Training Room
<input type="checkbox"/> Kitchen	<input type="checkbox"/> Roof Terrace	<input type="checkbox"/> Playground
Use of school equipment		
Own equipment to be used		

*The school does not provide any warranty that the premises, facilities and equipment provided are suitable for the intended purpose of the hire. The hirer is required to satisfy themselves that their requirements are met and the facilities are fit for purpose.*

Will food or drink be served?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, please give details:		
Will alcohol be consumed?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, will the alcohol be served or sold?	<input type="checkbox"/> Served	<input type="checkbox"/> Sold

*If permitted by the school, the relevant licence/s must be obtained for all events that will involve the sale of alcohol, gambling or public entertainment*

I have read and accepted the terms and conditions and confirm that I am over the age of 18	
Signed (Hirer) .....	Date .....
Full name .....	
<b>SCHOOL USE ONLY</b>	
This request for hire is ACCEPTED / REJECTED    Date ID checked .....	
Signed (School) .....	Date .....
Name .....	Position .....

Appendix C

**Hire Agreement**

The Governing Body of The Belham Primary School permits the hiring of facilities within the School as set out below and on the Terms and Conditions of Hire:

Name of Hirer	
Address of Hirer	
Contact telephone number	
Facility to be hired	
Date(s) and times of hire	
Hire fee	
Deposit	
Nature of use	
Maximum attendance	
Use of school equipment	
Use of electrical equipment (Hirer's own)	
School emergency contact	
Any other information or arrangements	

Signed on behalf of the School .....

Print name ..... Date .....

The Hirer confirms that they have read and understood the Terms and Conditions of Hire and agrees to be bound by such from the commencement of this agreement.

Signed by the Hirer .....

Print name ..... Date .....