

# **Elmgrove Primary School and Nursery** **Community Use Plan**

Date Reviewed: January 2024  
Next Review: January 2025

## **Preface**

### **Safeguarding**

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

It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space.

If there is a chance that those hiring the premises will come into contact with pupils, for example if the hire 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 hirers have had the appropriate level of DBS check.

The hirer 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 hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact Harrow Children's Services as follows:

Children & Family Services Children's Access Team:

**Golden Number: 020 8901 2690**

Fax: 020 8861 1816

*Civic 1, 2nd Floor, NW*

*Station Road, Harrow, HA1 2XY*

Download:

[Harrow Referral Form](#)

Emergency Duty Team operates out of hours:

Tel. 020 8424 0999

Always call 999 in an emergency

Please also contact [safeguarding@elmgrove.harrow.sch.uk](mailto:safeguarding@elmgrove.harrow.sch.uk) as soon as reasonably practicable to inform us a safeguarding concern has presented.

The hirer understands that if our school receives an allegation relating to an incident where an individual or organisation is using our school premises for running an activity for children, we will follow our usual safeguarding procedures and inform our local authority designated officer (LADO).

### **Equality**

The school is committed to providing all staff, pupils, parents, visitors and members of the wider community using the sites with equality of opportunity regardless of their age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation. All policies are screened for their impact

on equality and issues are addressed if they arise. Elmgrove Primary School and Nursery will provide special consideration on an individual basis if anyone is considered to have a specific special need. This policy, and its associated procedures and protocols, is based on these key principles.

## **Introduction**

Elmgrove Primary School and Nursery is a maintained school which sits in the heart of the Harrow community. Its vision is to be a learning hub for its pupils, staff and local, national and global community both physically and virtually. As such it is keen to promote the community use of the school facilities.

## **Rationale for Community Use**

Making the school accessible to the community helps to raise our pupil's motivation, and improves links with the community. We aspire to the highest standards and expectations with a view to inspiring and nurturing lifelong learners. Support from our stakeholders is a crucial factor in improving community learning and attainment and combatting social exclusion.

Elmgrove Primary School and Nursery wishes to be a centre for adult learning, community sports and leisure and events which will support and strengthen our communities and business partnerships.

Elmgrove Primary School and Nursery wishes to enable the community to have a wider range of choice for sporting activities to encourage sport and fitness amongst both young people and the wider community.

Elmgrove Primary School and Nursery wishes to contribute to the goals of Harrow District for sport and leisure opportunities.

Elmgrove Primary School and Nursery wishes to increase its income from lettings to provide more learning opportunities for its students and the local community.

## **Community Use Plan**

The schools buildings in Kenmore Road, Harrow, provide a range of amenities, which it is intended, will be available at various points during the evenings and at weekends and holidays.

Most facilities are available, subject to them not being used by pupils and staff, for community use in line with any planning permissions granted:

These include:

- The halls
- Sports Pitches, including the MUGA pitch
- Classrooms

Priority for use of the facilities will be made as follows:

- Use for students and school events
- Community Users i.e. Non-profit making registered charities and organisations wishing to hire facilities for the benefit of local residents
- Other registered charities/group users
- Private individuals/company users

## **Consultation and Community Involvement**

Elmgrove Primary School and Nursery wishes to consult with and involve the community

and interested groups in developing the Elmgrove Primary School and Nursery Community use Plan.

Elmgrove Primary School and Nursery will send a representative to the Harrow Sports and Leisure meetings as appropriate.

The school will publish reports on a regular basis of any consultation that has taken place.

### **Community Use and Charging**

Elmgrove Primary School and Nursery will publish on its website and through local media the range of sport and leisure facilities available.

Elmgrove Primary School and Nursery will agree a Hirer's Pack for community use that will be published each September and will be reviewed on an annual basis by the Full Governing Body

Elmgrove Primary School and Nursery will ensure its prices are no greater than for similar local authority run facilities in Harrow (see attached appendix with hirers pack for the current year).

### **Scale of Charges**

In arriving at their scale of charges, Elmgrove Primary School and Nursery will follow the following principles:

Community users will receive a predetermined discount on the commercial rates in line with local authority run facilities.

Other users will be charged on a commercial basis in line with Harrow local authority facilities.

There will be parity of treatment for similar users.

Overall the cost of letting school facilities will be recovered from users.

For the purpose of charging, the Business Manager and Headteacher have delegated powers to determine to which category any particular individual or organisation belongs. The basis of charging will be determined by the purpose for which a letting is arranged.

The scale of charges when determined will become Appendix A to this policy statement.

### **Targets**

To contribute to the overall sport and leisure provision in Harrow.

To increase participation in sports and leisure amongst the local community through ensuring that facilities are booked and used to maximum capacity.

To work with local sports clubs to ensure that facilities required are available for teams and individuals to improve their skills.

### **Hours of Availability**

- Monday to Friday 9.00 am – 6.30 pm where this does not impinge on the education of pupils
- 3.30pm and 6.30pm on weekdays during term time
- 8.00am and 10.00pm on Saturdays and Sundays, subject to availability
- 8.00am and 3.30pm during school holiday's, subject to availability

**The school buildings will not be available for use on Bank Holidays.**

## **Variations**

No member of staff is allowed to vary the terms and conditions on which the school premises are hired to either individuals or organisations, or to deviate from the Elmgrove Primary School and Nursery published Hirer's Pack without the joint agreement of the Full Governing Body.

## **Lettings Documentation**

All formal hiring of the school premises, including those for which no charge is made shall be properly documented. All hirers must complete a Lettings Agreement, and are to receive a copy of the Conditions of Hire. The Lettings Agreement is a contract that may be enforced in law.

## **Financial Matters**

Any profits from the use of the facilities will be used to maintain and further enhance community facilities at the school. Accounts will be audited by the Business Manager. The Business Manager will scrutinise termly reports on the accounts in respect of community use.

## **Value Added Tax**

The school is required by law to apply Value Added Tax to all transactions where this is appropriate.

## **Minimum Charges and Deposits**

The minimum hire period will be four (4) hours.

Elmgrove Primary School and Nursery reserves the right to require a deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition, necessitating the incurrence of additional cost for cleaning, caretaking or other expenses.

## **Cancellations**

Governors will seek to recover any costs incurred by the school which are unavoidable and result directly from the cancellation of a letting. Details of the charges will be shown in the scale of charges in Appendix A.

## **Payment Methods**

Elmgrove Primary School and Nursery is mindful of its responsibilities in safeguarding the school from bad debt. Therefore payment may be required at the time of booking. The school's preference is payment by bank transfer. In all cases where cash or cheques are paid over, then an official receipt must be issued.

## **Security**

Elmgrove Primary School and Nursery insists upon continuous site/lettings manager presence to ensure that the hiring does not leave the school vulnerable to theft or damage.

## **Conditions of Hire**

The use of the premises has to be restricted to the use and accommodation specified in the hire agreement. The hirer should take all precautions to prevent any damage. Some

footwear in particular can cause damage to floors and persons wearing such footwear will not be permitted to enter the premises. The hirer is required to pay for any breakages, losses or damage to property arising out of the letting.

Nominated Representatives of the school must be given free access to the hired premises for the purpose of inspection. The school also reserves the right to cancel any letting, in which case a proportion of the charges will become refundable.

The Hirer will be expected to hold a minimum public liability insurance of £5m. The school will not be responsible for any injury to persons or damage to property arising out of the hiring of the premises unless such injury or damage results from the negligence or breach of statutory duty on the part of the school.

The sub-letting or sharing of the premises is prohibited.

### **Public Safety**

The Hirer shall be responsible for the prevention of overcrowding such as would endanger public safety and for keeping clear all gangways, passages and fire exits.

The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct.

The charge for accommodation includes the use of furniture only within the room. In the event of the hirer requiring additional furniture a separate charge will be made according to circumstances.

Special preparations, such as those required for the purpose of dancing, must not be applied to the floors without specific approval. The Site/lettings manager can advise.

Licenses are generally required for:

Performing plays.

'Public dancing, music or other public entertainment 'of a like kind' under the Local Government (Miscellaneous Provisions) Act 1982.

Games of bingo.

Hirers should ascertain whether or not a license is required for these uses, or for any other use to which the premises are to be put, and, if so, to obtain and ensure full compliance with the necessary license. The premises are not already licensed.

Intoxicating liquor is not permitted to be sold to the public or supplied on educational premises.

When commercial sound recordings (gramophone records, tape recordings, CDs or digital music) are publicly used, an application for a license to use such recordings must be submitted to Phonographic Performance Limited, Evelyn House, 62 Oxford Street, London W1N 0AN. Application forms may be obtained from them on request.

Under the conditions of the Performing Rights Society, hirers of educational establishments are required to furnish details directly to the Society of 'all musical works, whether published or in the manuscript, performed at the premises locally, instrumentally or mechanically, at entertainments for which a charge is made'. A form can be provided that should be completed and forwarded directly to the Performing Rights Society Limited immediately after the letting has taken place.

### **Community Sports Users**

Where a community sports group has booked a regular hiring and requires specific

equipment in order to facilitate that activity which is not easily portable, the school will make every reasonable effort to provide on-site storage depending on space available. Major equipment owned by the school for sporting activities will be provided, but peripheral equipment must be provided by the hirer e.g. badminton nets will be provided, however racquets and shuttlecocks will not.

### **Risk Assessments**

Elmgrove Primary School and Nursery will provide risk assessments for each area along with school equipment which is being let. The hirer must ensure that they read the risk assessment and that it is communicated to those using the space.

### **Fire and Emergency Evacuation**

Should the fire alarm sound, it is the hirer's responsibility to evacuate those in the hired space, removing them to a muster point and to take a register to ensure that the entire group is evacuated from the building. The hirer should then report the results of the register to the person in charge of the building.

All hirers must take instruction regarding fire and emergency evacuation from the person in charge of the building. It is the hirer's responsibility to ensure that those for whom they are responsible are familiar with evacuation procedures and fire exits.

### **First Aid**

The school takes no responsibility for First Aid provision. Hirers are required to provide details of their own First Aid cover at events.

### **Non-Smoking**

The school adheres to government legislation and is a non-smoking environment. Hirers using the school premises must adhere to these regulations and are not allowed to smoke within the school building or its surrounding grounds.

PLEASE NOTE: Individuals or organisations that breach these regulations will be subject to a fixed penalty fine of £50 or up to £200 on summary conviction.

### **Telephones**

There is no access to public telephones. It is the responsibility of the hirer to provide a phone for emergencies.

### **Cleaning Costs**

The hirer must ensure that the premises are left litter free and in the condition in which they were let. Cleaning arrangements for lettings are covered in the school cleaning contract. However the hirer may be subject to additional charges if the conditions of the premises are left in an unreasonable state and the school incurs additional charges from their cleaning contractor.

### **School MUGA Pitch**

The hirer must ensure that the use of the MUGA will not prejudice its use for normal purposes. Full supervision by a responsible adult must be undertaken whilst being used.

### **Parking**

Some parking facilities are available at the school. The school asks that if insufficient

parking is available, hirers are considerate to our local community and do not park in such a way to cause offence to our local residents. The school takes no liability for any cars parked in the school carpark and therefore parking is done so at the owners own risk.

### **Litter**

The hirer is responsible for leaving the school facilities litter free and fit for the main purpose of teaching and learning.

### **Behaviour**

Hirers of all facilities are responsible for the behaviour of those present and full supervision by a responsible adult is imperative. No adults/juniors should be allowed access to any other areas of the school building/premises other than those specified in the Hirer's Pack. Children and young people under the age of 18 must be supervised by the hirer and the conditions of use must be explained to them.

### **Management**

The Headteacher will have overall responsibility for the management of the facilities. Day to day management of Community Use is delegated to school staff members with that function as part of their role.

### **Review of the Community Use Plan**

This plan will be reviewed with Headteacher and Business Manager on an annual basis.

### **Monitoring, Evaluation and Review**

Regular meetings between the staff members responsible for Community Use and the Business Manager will take place.

Regular meetings will take place to monitor use of these facilities. A report will be given termly to Resources Committee.

The Headteacher and Business Manager will review this policy annually and assess its implementation and effectiveness.

# Elmgrove Primary School and Nursery

## HIRERS' INFORMATION PACK



Kenmore Avenue, Harrow, HA3 8LU

2023-2024

(This Policy will be reviewed annually **Next review June 2023**)



## **HIRE OF EDUCATION PREMISES**

Dear Hirer

With reference to your recent enquiry, please find enclosed a 'Lettings Pack' for hire of the school premises. Enclosed in this pack are the following:

1. Conditions of Use
2. Rules & Expectations
3. Code of Conduct for Astro turf
4. Evacuation Procedures
5. Complaints Procedure
6. Occupancy Information
7. Hire of Dining Hall & Kitchen
8. Hire Charges
9. Application Form
10. Hirers Public Liability Insurance Cover
11. Directions of the School

Please pay particular attention to the 'Conditions of Use', 'Rules & Expectations', 'Evacuation Procedures' and 'Public Liability Insurance Cover' and ensure you have cascaded this information to members in your organisation/party.

Please return the **Application Form, Public Liability Insurance cover (if applicable or copy of the PLI certificate) duly completed, together with £200 refundable deposit** for the attention of Finance Office at the school address. These should be returned as soon as possible and not less than 28 days prior to the initial hire date.

It is important that you indicate the exact dates and times you require, as the need for clarification may result in delay or loss of letting.

On confirmation of the booking a final invoice will be sent to you and total payment must be received in **full** by the School 21 days prior to use. If this is not adhered to; the school reserves the right to cancel the booking. This will be for the total amount of your booking and will include 10% Hirers Liability Insurance (if applicable).

On completion of your event and if the school deems the premises have been left in a completely satisfactory state the £200 refundable deposit paid initially will be refunded to you by cheque. **It is the responsibility of the hirer to provide their own methods of waste disposal. (eg. Black bags which are essential and must be removed from the premises by the hirers).** If the premises are not left in a clean, neat and tidy condition or have not been vacated at the correct 'hire time' the £200 deposit, or a percentage thereof, will be retained by the School.

If you wish to amend or cancel your booking, you should where possible, give at least 7 school working days notice. Where administration costs have been incurred the school will retain the whole or part of the deposit.

On occasions it may be necessary for the school to cancel a booking at short notice. It is realised that this can be a great inconvenience so every effort will be given to notify you as soon as possible should such a situation occur.

Thank you for choosing to make your booking with Elmgrove Primary School.

Yours sincerely

**LONDON BOROUGH OF HARROW**  
**HIRING OF EDUCATION PREMISES**

**CONDITIONS OF USE**

The use of Education premises owned by the Local Authority is permitted for community use 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. The Lettings Administrator is acting as an agent of the Schools Governing Body.

**GENERAL CONDITIONS**

Elmgrove Primary School and Nursery wishes to be a centre for adult learning, community sports and leisure and events which will support and strengthen our communities and business partnerships.

1. The Hirer who must be over 18 years of age must sign the Application Form. Both the Hirer and Guarantor, who must both be over the age of 18 years, must sign the Insurance Cover.
2. Payment for hire must be made not later than 21 days prior to the date of proposed use, if this is not adhered to; the school reserves the right to cancel the booking. Remittances to be sent and cheques made payable to Elmgrove Primary School.
3. The hirer is entitled to cancel the proposed letting and to the return of any appropriate fees paid to the School if written notice is received by Elmgrove Primary School at least seven school days prior to the proposed date of letting. If written notice is received less than seven school days before the proposed date, the letting fee will not be refunded. If the School cancel any letting, the fee will be refunded.
4. The School reserves the right to:
  - a) Cancel the letting at any time without reason and, in such event, will not be liable for damages or otherwise in respect of such cancellation.
  - b) Cease the letting if the hirer fails to comply with the Evacuation Procedures and the Health and Safety regulations 1995
  - c) Cease the letting immediately if the hirer breaches the Conditions of Use or Rules and Expectations.
5. The hirer shall not assign or sublet the premises or any part of the premises. Nor will the hirer sell any tickets to permit entry to the premises
6. Authorised Officers of the School or Council may enter the premises at any time for any reason during the period of hire.
7. Smoking is not permitted in **any** part of the school building or associated grounds.
8. Any form of abuse to members of staff or other members of the community will not be tolerated and the school reserves the right to cancel the letting without further notice.
9. The hirer or their associated guest should report any breakages or damage to school property of any kind to the site staff.

10. The hirer is responsible for the area of the premises hired and access and egress routes for the period of hire.
11. 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 Site Manager the premises are not left clean, the Site Manager will clean the premises and the cost will be recovered from the hirer and/or the 'refundable deposit' will be retained by the school.
12. When classrooms are hired the hirer will be responsible for ensuring that Elmgrove Primary students' property, work and school equipment is not interfered with in anyway.
13. Any damage, litter or disorder upon your arrival to the premises should be reported to the Site Manager on site and later to the School Business Manager.
14. When you specify the time required on the application form, please include the preparation and clearing up time you require.
15. The premises may normally be used between: -  

9.00 am – 6.30 pm where this does not impinge on the education of pupils. More specifically the community will have access between 3.30pm and 6.30pm on weekdays during term time, 9.00am and 9.00pm on Saturdays and Sunday, subject to availability.

**The school buildings will not be available for use on Bank Holidays.**

This is in line with the school's Community Use Agreement.

16. 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 school staff as refusal may cause offence. Any small gifts of appreciation may be passed to the appropriate member of staff via the Headteacher or School Business Manager.
17. **Intoxicating liquor**
  - a). Hirers may only provide for this to be served with the express permission of the Headteacher.
  - b). Hirers are **not** to sell at any time intoxicating liquor on the school premises.
18. No adaptations, modifications or additions may be made to any part of the electrical installations without the previous consent in writing of Elmgrove Primary 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 the electric installations must be restored at the expense of the hirer to their original condition before the premises are vacated and to the School's satisfaction.
19. No additional staging, curtaining or scenery may be erected without the previous consent in writing of Elmgrove Primary 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 School and shall be removed before the premises are vacated at the hirer's expense and to the School's satisfaction. All curtaining and/or scenery must be non-flammable. Stage scenery and other effects must not be brought on to the School premises nor taken away while the premises are in normal use. Storage facilities are not available. Any property not so removed by the hirer may be removed by the School at the hirer's risk. The cost of such removal and, where appropriate, the School's storage charges will be recoverable from the hirer.
20. Publicity or any form of advertising of forth coming events due to take place at the school may only be displayed on School premises with the agreement of the Headteacher.

21. All public announcements of any function or event 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.

**SITE MANAGER AND LETTINGS MANAGER DUTIES  
IN CONNECTION WITH LETTINGS**

22. The Site Manager or Lettings Manager is the School's Officer supervising your letting.
23. The Site Manager or Lettings Manager is responsible for:
- a) ensuring that the premises are open at the time agreed by the hirer and the School
  - b) unlocking the room(s) to be hired and checking that they are in a safe and satisfactory condition for the letting
  - c) ensuring the security of the site at all times while the letting is taking place, regularly patrol the premises and monitoring the entrance(s) being used. All other entrances will be kept locked and made suitable for means of escape purposes only
  - d) checking the premises the end of your letting (with a representative from the group) for damage and to ensure that the premises have been left in a clean and tidy condition.
  - e) ensuring that the accommodation is checked in between each letting
  - f) ensuring as far as practicable, that users of the site do not behave in a manner likely to cause injury to themselves or others or result in damage to the buildings or contents
  - g) in the event of an emergency, telephoning for assistance (e.g. ambulance, etc) and assisting the organisation(s) on the school site
  - h) remaining on the school premises throughout the duration of the letting

**IMPORTANT NOTE**

24. The Site Manager is not allowed to change the starting or finishing time of a letting or to change any of the Conditions of Hire without first advising/consulting the Headteacher.

## **HEALTH AND SAFETY**

25. There will be **NO SMOKING** on the School Premises.
26. 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 interfere with any existing occupation or with school activities. This is in line with the school's community use agreement.
27. The hirer must secure the preservation of law and order and take all reasonable steps to prevent injury, loss, or damage to any person or property at all times during the hire.
28. In the event of unforeseen alerts such as fire or bomb, the appropriate services must be contacted immediately e.g. police, fire or ambulance services.
29. The hirer must arrange for an adequate number of 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.
30. Because of the Schools Insurance policy and Fire Safety Regulations, the school does not permit hirers to use naked flames of any sort e.g. candles (birthday cake candles are permitted), divas or havans on site at anytime.
31. **The hirer should take a register of attendees and this information should be kept for each individual activity and evening attendance. This list must include the number of adults as well as the number of children on site.**
32. **Regular hirers should ensure procedural housekeeping occurs termly, such as practice fire drills and the information on assembly point should be made known to their particular group members. The assembly point must be outside the building nearest to the area of the school premises they are using, as indicated on the 'Escape Plans'. The escape plans are located in every classroom and community hiring areas. The school uses the playgrounds as their assembly point and hirers are welcome to use these as well.**
33. Information should be kept by the hirer indicating the dates and times of practice fire drills and any outcomes requiring action, which should be passed onto the school to action where necessary.
34. The hirer is responsible for being first aid compliant by arranging any first aid provision for their organisation's members whilst on the premises and should have a fully stocked **1<sup>st</sup> Aid Kit**.
35. Where permission has been granted to enable the premises to be used for the purposes of a youth organisation no member of the organisation may enter the premises unless the hirer or his/her deputy is present on the premises. Members of the organisation may remain on the premises only as long as the hirer or his/her deputy is present.

## **ADDITIONAL FACILITIES**

36. The use or movement of school piano is allowed only on application to and at the direction of the School who must be satisfied that any movement will be carried out by specialist piano removers at the hirers expense.
37. Chairs and furniture may not be removed from classrooms or community areas without prior permission of the Headteacher. Chairs located in halls are included in the hiring charge.

38. The staffroom and other specialist rooms are not normally available for use by the general public and any such use will be granted only in exceptional circumstances at the discretion of the Headteacher who will ensure that such use, if granted, does not impair the efficiency of these rooms or their normal purpose.
39. The School must be advised if food will be brought on to the premises.
40. The use of school facilities, such as audio visual equipment, computer equipment, Interactive Whiteboards, Overhead Projectors etc is not allowed.
41. The use of School playgrounds for car parking by hirers is subject to the approval of the School. The parking of vehicles will not be permitted on any service road or approach drive where such parking would impede the easy passage of emergency services or obstruct resident's driveways.
42. The use of a preparation or material for the purpose of preparing a floor for dancing is not allowed as they can make the floor dangerous for normal use.

### **PARKING**

43. All vehicles are parked at the owner's risk and Elmgrove Primary School and Nursery or Harrow Council does not accept liability for any disputes, loss, consequential loss, or damage.
44. Elmgrove Primary School reserves the right to remove or clamp any vehicles which obstruct access for emergency vehicles or if not parked in a marked space.
45. Anybody parking in the environs of Elmgrove Primary School should park in legitimate spaces only and respect the needs of local residents.
46. The marked disabled parking spaces are strictly reserved for authorised disabled badge holder persons and vehicles.
47. The school does not enforce/manage parking outside of school hours and it is for those persons responsible for hiring our premises to manage this.
48. The Hiree is responsible for any damage caused by him/herself or by said vehicle to the Owner's property and/or articles in excess of normal use and wear and tear.

### **Safeguarding**

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

It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space.

If there is a chance that those hiring the premises will come into contact with pupils, for example if the hire 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 hirers have had the appropriate level of DBS check.

The hirer 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 hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact Harrow Children's Services as follows:

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Fax: 020 8861 1816

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The hirer understands that if our school receives an allegation relating to an incident where an individual or organisation is using our school premises for running an activity for children, we will follow our usual safeguarding procedures and inform our local authority designated officer (LADO).

### **Anti-Radicalisation**

Elmgrove Primary School and Nursery takes pride in our multi-cultural community. We believe that all children can be encouraged to do their best and succeed. Each child is valued as an individual and we work with parents and carers to foster self-confidence, self-discipline and mutual respect.

As a school we recognise that safeguarding against radicalisation is no different from safeguarding against any other vulnerability. At Elmgrove Primary School all staff are expected to uphold and promote the fundamental principles of British Values, including democracy, the rule of law, individual liberty and mutual respect, and tolerance of those with different faiths and beliefs. In formulating this policy, the Governors have taken account of the guidance from the Department for Education (DfE) which calls for all public bodies to make explicit their preventative measures to minimise the threat of extremism in their setting, including the Schools' Responsibilities, published by HM Government, effective from 1<sup>st</sup> July 2015.

The school expects that anyone hiring the facilities will work in accordance with this. Where there is evidence to show that this is not the case, any agreement will be terminated with immediate effect.

### **INSURANCE COVER**

**Please ensure you indicate on your application form the accommodation that you wish to hire for insurance purposes.**

49. Public Liability Insurance must be arranged by hirers to protect them against claims for injury, loss or damage caused to third parties or their property which may be made against them, with a minimum amount of cover provided to be no less than GBP 5 million. Where the hirer is an individual or a non-profit making organisation, hirer's Public Liability

Insurance cover is available through Harrow Council. Forms are enclosed for your use. Commercial organisations will be required to provide evidence of such cover at the time of application.

### **COPYRIGHT AND PUBLIC PERFORMANCES LICENCES**

50. The requirements in connection with the issue of licences for public dancing, music or any public entertainment must be strictly fulfilled. Details of licence requirements and licence applications are available on the government's GOV.UK website. A hirer who is organising entertainment for children must have regard to the requirements of Section 12 of the Children and Young Persons Act 2014.
51. No musical works in the repertoire of the Performing Rights Society may be performed in public on the premises except on payment to the Society of the appropriate fee. It is the responsibility of the hirer to ascertain whether works to be performed are in the repertoire of the Performing Rights Society. Please contact them directly.
52. No lecture, play, opera, dramatic, musical or other work in which a copyright subsists shall be delivered or performed on the premises unless the consent of the owner of the copyright has been previously obtained by the hirer and all the necessary fees paid. No performance of any recording on disc or tape, etc in which any copyright subsists shall be given on the premises unless the previous consent of Phonographic Performance Limited, or other owner of the copyright has been obtained by the hirer and all necessary fees paid. The hirer must make their own enquiries as to the existence of any such copyright as aforesaid and contact them directly.
53. The hirer and guarantor shall indemnify and keep indemnified the School, from and against all costs and claims and demands, which may be made against the School for any breach or infringement of copyright.

### **ADMINISTRATION FEE**

54. 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 £30 may be charged by the School.

### **DEPOSITS**

55. A deposit will be requested for all lettings.
56. The deposit will not be returned should a breach of any term or condition or cancellation of the letting by the hirer or organisation. The School reserves the right to retain the deposit for any damage, loss, cancellation, amendment or alteration.

### **DAMAGE**

57. The hirer agrees to pay to the School on demand the cost of repairing or making good any loss or damage (fair wear and tear to the School's furniture, fixtures and fittings) arising out of or incidental to the hiring.

### **HIRE CHARGES**

58. The hire charges are set out in the accompanying schedule. Hire charges are updated annually and agreed by the governing body. A discount of 25% is available to Elmgrove Primary School staff, only.



## **Rules and Expectations for Hiring at Elmgrove Primary School**

### **Kindly help us to look after our School**

#### **General**

1. Children or students attending the school site must be supervised at all times.
2. No running in corridors
3. Walk on the left-hand side
4. No food or drink to be consumed in classrooms
5. All litter to be placed in bins or recycle bins
6. Absolutely no chewing gum anywhere on the school site

#### **Classrooms**

- Under no circumstances are Interactive Whiteboards to be touched or written on
- Tables & chairs should not be moved and should be left in the same positions
- Windows with automatic opening should not be touched
- No children or students in rooms without a member of your staff

#### **Large Hall**

- No activities using balls or heavy equipment
- Clear up spillages and place waste in black bins provided
- No bicycles

**Hiring organisations or visitors to the school who are unable to adhere to the rules or the school's expectations will be asked to leave the site and their bookings cancelled, without refunds.**

## **FIRE OR OTHER EMERGENCY PROCEDURE**

### **ANYONE DISCOVERING A FIRE OR OTHER EMERGENCY SHOULD:**

1. Activate the nearest fire alarm.
2. Supervise the fast, safe and orderly evacuation of all staff, students and visitors in the vicinity.
3. If the fire or emergency is blocking an escape route, send someone to divert others towards alternative exits.
4. If it is possible and safe to do so, confine a fire by closing doors and windows in the vicinity.
5. If the fire is small and not too dangerous, a member of staff familiar with the use of fire extinguishers/blankets etc. may attempt to put it out. If not immediately successful, that staff member must vacate the area as quickly as possible.

### **ASSEMBLY POINT**

**In the front and Courtyard playground of the school.**

### **DUTIES OF THE RESPONSIBLE PERSON**

1. Direct the visitors in your care to vacate the building immediately in a quiet, orderly manner.
2. Visitors may take with them any small valuables if these are immediately to hand but no time must be lost gathering up other possessions and no bulky or heavy articles may be carried.
3. The responsible person must check that **classrooms and toilets** are vacant, then follow the last person out of the room and **close the door**.
4. Other responsible adults with no other fire or emergency responsibilities must accompany the visitors, helping to keep order on the way to the assembly point.
5. The route taken from the classroom or office should be by the route shown on the escape plan (or via the nearest route, staircase or fire escape that appears to be free of fire or other safety hazards).
6. Once outside the building the route taken should be well away from the walls of the building to avoid shattered glass, falling debris etc.

### **LIFT**

In an emergency the lift should not be used as it will automatically go to the ground floor. If you have a person with a disability within your group, please take them to the nearest space with a disabled 'refuge area' call point. These are to be found on the landings by the staircases. If the fire brigade is called **they are to be notified immediately** of the person in the refuge area. The fire brigade will be able to speak and reassure them via the call points in these areas.

## INFORMAL AND FORMAL COMPLAINTS PROCEDURE

### COMPLAINTS

As with any establishment some difficulties, disagreements or dissatisfactions are inevitable from time to time. Some may be relatively trivial, although annoying, while others could be of much greater significance.

Whether it is concern over a booking, remark made, another organisation, school premises issue or any incident, it is important that your concern is treated with courtesy and as promptly as possible.

In all cases the aim should be to resolve any difficulties quickly and amicably, keeping the very best interests of the members central to any decisions and actions taken.

### INFORMAL APPROACH

- ❖ The “golden rule” for all parties involved is not to over-react but to seek further background information and to listen carefully to each other’s point of view.
- ❖ It is always best practice to settle a complaint informally and closest to the point of dispute, preferably with the Site Staff on duty.
- ❖ If this is not possible, you may wish to refer the matter to the School Business Manager. This should involve communication (written or oral) within five school working days.
- ❖ If you are still unhappy with the outcome, you should raise this matter formally in writing to the Headteacher.

Most complaints are resolved informally but if you are still unhappy, you can make a formal complaint.

### MAKING A FORMAL COMPLAINT

- ❖ Such a complaint should be in writing and addressed in the first instance to the Headteacher. Once such a formal letter of complaint is received, the contents will be shared with the party/ies concerned to enable an informed response to be made. An acknowledgement of your letter should be received within five working days.
- ❖ Depending upon the nature of the complaint, enquiries will be made in order to ascertain the facts of the case and to decide the appropriate action to be taken. You will be advised of the action taken in writing.
- ❖ This process will be carried out as quickly as possible but please be patient as in a large and busy school detailed enquiries may take some time. The aim will be to respond in writing within fifteen working days.
- ❖ You may, of course, wish to have an appointment with the Headteacher and any such meeting will be arranged within ten working days to the mutual convenience of all concerned.

## Occupancy Information

The following information is provided for Hiring of Elmgrove Primary School Facilities

<b>Space</b>	<b>Area (m<sup>2</sup>)</b>	<b>Occupancy</b>
<b>Large Hall</b>	216 m <sup>2</sup>	477 children maximum seated on the floor
<b>Small Hall</b>	153 m <sup>2</sup>	333 children maximum seated on the floor
<b>Classrooms</b>	62 m <sup>2</sup>	32 (28 students, 1 teacher & 1 T/A)

Important figures

A person standing or sat on the floor needs 0.45m squared of space

A person seated with a physical disability needs 1m squared of space

The number of people in the above areas must not exceed the numbers specified there.

# Elmgrove Primary School

## HIRE CHARGES: Jan. 2023 – Aug. 2024 (To be reviewed June 2023)

Occasional Hire (Minimum 4 Hours)	2023/2024
Large Hall/Playground	£90 per hour
Small Hall/MUGA	£65 per hour
Classroom	£50 per hour
Car Park – (the car park is hired without supervision and is subject to no liability of the school during the hire or out of hire if terms and conditions of the hire are breached)	56 spaces £280 per day up to 10 hours

Regular Annual Hire (Minimum 10 weeks block booking).	2023/2024
Large Hall/Playground	£55 per hour
Small Hall/MUGA	£40 per hour
Classroom	£30 per hour

**Please Note – Arrival and Departure times must be strictly observed and Elmgrove Primary School expects that hirers will be off their booked areas at their allocated booked time. Bookings should allow and include any set up and clear up times**

**The premises must be left in a clean, neat and tidy condition and all rubbish to be removed from site.**

## APPLICATION FOR THE USE OF EDUCATION PREMISES

# Elmgrove Primary School

This application must be returned to the Finance Office at Elmgrove Primary School and Nursery, Kenmore Road, Harrow HA3 8LU.

Payment must be made 21 days before the proposed event.

<b>Name of Applicant</b>	
<b>Name of Organisation</b>	
<b>Address</b>	
<b>Telephone No. (Daytime)</b>	
<b>Mobile No.</b>	

<b>Date of Event</b> <small>(Regular Hirers must complete number of dates required)</small>	
<small>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.</small>	
<b>Start Time</b>	
<b>End Time</b>	
<b>Type of Function</b> <small>(Please tell us what will take place on the hired premises with no more than 2000 characters)</small>	
<b>Estimated number of persons on the premises</b>	<b>Adults</b> ----- <b>Children</b> -----

### Accommodation Required

(Please indicate numbers where appropriate)

Large Hall	
Dining Hall	
Classroom	

<b>Additional Facilities Required:</b>
--

<b>Do you hold Public Liability Insurance?</b>	<b>Yes.....</b>	<b>No.....</b>
<p><b>If No:</b> Then you will be charged via the Harrow Council one-off insurance scheme  <b>If Yes:</b> Then a copy of your organisation's own Public Liability Insurance must be attached with this application.  Please indicate date insurance expires.....  Please refer to our 'Conditions of Use'.</p>		
<b>Will any charge be made for admission?</b>	<b>Yes.....</b>	<b>No.....</b>
<p><b>If YES :</b> You must apply to Harrow Council (Licensing Department) for a <b>Temporary Event Notice</b> (you will to need apply at least 10 working days before your event). Live &amp; Recorded music, Display of Dancing will require a Temporary Event Notice. <b>A copy of this notice must be provided to Elmgrove Primary School before your event can take place.</b></p>		
<p><b>For Regular Hirers - Will all persons be bona fide members of the organisation?</b>  <b>Yes..... No.....</b> If <b>NO</b> : Please refer to our 'Conditions of Use' within the hire pack.</p>		

**Regular hirers of Elmgrove Primary School Premises:**

Please note; 'One off Booking' e.g. requests for Christmas parties or annual events, tournaments etc - you are entitled to a maximum of **TWO** events per calendar year at 50% discount of our 'Occasional Hire' rates. This is outside your regular booking slots. This discount applies between 9am-5pm Saturday and 9am-1pm Sunday. Outside these hours the 'Occasional Hire' rate will apply.

**ALCOHOL is not permitted to be sold on the premises at any time and cannot be consumed on the premises without permission of the Headteacher.**

**A If you wish to bring alcohol into the premises for the sole use of your private function please indicate in the box by** ✓

I will **not** allow underage drinking to children under 18 years during the hire, on the School premises.  
In the event of any verbal or physical abuse to any member of the Elmgrove Primary School Staff by any persons attending my function, I understand that the School reserves the right to cease the letting and take legal proceedings.

I hereby acknowledge that I have read and understand the 'Conditions of Use' which I have retained and are available to leaders within my party, which solely govern the provision of all services supplied by the Authority and I agree to be bound by such conditions.

**Elmgrove Primary School reserves the right to cease the letting immediately if the hirer breaches the 'Conditions of Use'.**

**Signature:**.....

**SMOKING IS NOT ALLOWED ON SCHOOL PREMISES**

I wish to book Elmgrove Primary School premises as above and enclose a £200 refundable deposit. I understand that my deposit in full or part thereof will be retained by the school if the premises are not left in a satisfactory condition or not vacated at the correct allocated hire time. I further agree to remove any rubbish in regard to my function from the school.

I agree to return my completed application form together with Public Liability form (or copy of insurance cover), and RH1 (*if applicable*) by the stipulated deadline to confirm my booking. I understand if the appropriate forms are not received I may lose my booking slot.

**Please make cheque payable to 'Elmgrove Primary School'**

**Name (please print clearly)** .....

Signature ..... Date: .....

**THE GUARANTOR MUST BE A RESPONSIBLE PERSON AND BE OVER  
THE AGE OF 18 YEARS**

**Name of Contact during function if different from above:**

Name: .....

Tel No: .....

Mobile No: .....