



Conditions of Hire for Elmlea Schools Facilities

General

- Elmlea Schools, being Elmlea Infant Schools and Elmlea Junior School, is part of Russell Education Trust.
- These Regulations apply within the framework of the RET Lettings Policy which is available on the Elmlea Schools website.
- These Regulations apply to the letting of all Elmlea Schools premises.
- Where use of the school facilities is required by Act of Parliament these Regulations apply only to the extent that they are not inconsistent with the provision of the Act concerned.

Definitions

- **School:** Elmlea Infants and Junior Schools.
- **Facilities:** The premises or grounds hired for the function as described on the letting form.
- **Function:** The purpose for which the premises have been hired as stated on the letting form.
- **Hirer:** The person letting the premises. When an individual signs on behalf of an organisation, they shall be jointly and severally responsible with the organisation for the hire charge and any other associated costs incurred by the school as a result of a breach of these regulations.
- **Letting Form:** The form provided by the School for the letting of premises

Procedure

1. All prospective Hirers must complete the Lettings Form. Failure to do so will result in the letting not being approved and access to the premises being denied
2. The Hirer must personally sign the Lettings Form and not assign or sublet the Premises.
3. In signing the Lettings Form, the Hirer confirms they have read the Regulations, agreed to abide by them and accept responsibility for use of the Premises and the conduct of those attending at the Premises.

Applications for Letting of Premises

4. The Lettings Form must be received by the School at least 21 days before the proposed date of use.
5. Where the proposed date falls within the school holidays, the Lettings Form must be received at least 21 days before the end of term.
6. Applications will only be accepted for a maximum period of one year between the first day of September of one year and the last day of August of the following year.
7. When giving details of the length of time the Premises are required the Hirer must state the access and exit times, allowing for any preparatory and clearing up time. The minimum period and charge of hire will usually be 2 hours. The hirer should have due respect for lettings that may precede or follow. The Hirer can only use the Premises during the time stated on the Lettings Form.

Risk Assessments

8. The Hirer must provide risk assessments to the Lettings Administrator not less than 10 days before the hire of the Premises.
9. The Hirer shall carry out all risk assessments necessary for the purposes for which the Premises are let.
10. If the Hirer is not competent in carrying out any risk assessment, the Hirer must seek support/advice from the School Business Manager.

Payment

11. A 10% non-returnable deposit is payable and must be submitted with the Lettings Form, for regular lettings this may be waived.
12. A £50 refundable deposit is payable for one off/occasional letting to cover any possible damage cause during the use of the premises.
13. All charges must be paid as follows:
 - (a) for regular lettings on terms to be agreed but in any event on or before the first letting.
 - (b) for casual lettings payment must be received a minimum of 14 days before the proposed date of use;



14. Any application made for hire of the Premises within 14 days of the hire date, the hire charge must be paid in full before the booking is accepted.
15. All payments must be made payable to Elmlea Schools.

Insurance

16. It is the responsibility of the Hirer to effect all insurance required to cover their liabilities and to obtain public liability insurance cover of £5 million for their use of the school premises. A copy of the insurance certificate must be provided to the School with the lettings booking form.
17. The Hirer must produce evidence of insurance to the School before the letting commences and before written approval is given. A copy of the relevant insurance certificate will be retained on file.

Charges

18. The School will review annually applications for charges for regular lettings.
19. Charges will be made at the rates determined by the School and shall be liable to change without notice to the Hirer.
20. In the event of an incorrect charge being quoted, the School reserves the right to charge the correct rate.
21. The School reserves the right to vary or waive the requirements of the regulations on charges.
22. Where applicable VAT will be charged at the current rate in addition to the letting fee.

Approval/Refusal of lettings

23. The School reserves the right to refuse to let to unsuitable hirers.
24. The School will not display political favour considering applications from political parties.
25. All lettings (including any variation in the terms of the lettings) shall not be approved or charge confirmed until approval or confirmation is given in writing by the School.
26. The School reserves the right to refuse any application, or at any time, any agreement for hire made in consequence of any application. The School is not obliged to give a reason of such refusal or termination. Any fees paid will be refunded or an alternative date offered, except in the case of misconduct.
27. The Premises must not be used without a current written lettings approval. Any person who uses all or part of the facilities or the School without authorisation will be charged at the appropriate rate and may be refused permission to use the School facilities in the future.

Cancellation

28. The School reserves the right to cancel a booking, and will endeavour, where possible, to provide a minimum of 21 days written notice of cancellation.
29. The Hirer shall give the school a minimum of 21 days written notice of a cancellation.
30. Where a cancellation is made at any time within 21 days of the hire date the full hire charge will become due and payable by the Hirer.

Special Conditions

31. The School reserves the right to impose Special Conditions in respect of any letting, series of lettings or class of lettings to protect the School's employees. The Special Conditions will be notified in writing to Hirers before giving written approval and before any deposit is paid.
32. Special Conditions may include any requirement considered by or on behalf of the School to be desirable, including exclusion or admission of any person, persons or class of person or of any animal, animals or equipment, the giving of bonds or the effecting insurance.
33. Where facilities booked by the Hirer prove not to be available during the letting, the School will consider applications for ex gratia refunds of a proportionate part of the letting charge, providing that no refund shall be given for facilities not included in the letting charge.

Legal Requirements

34. The Hirer shall ensure that any activities for children under 8 years of age comply with the Children Act 2004 and that only fit persons who have passed the appropriate Disclosure Barring Service checks have access to the children. Checks also apply where children and young people under 19 years of age and vulnerable adults are taking part in activities. The School retain the right to request written confirmation that the Hirer and

associate persons hold a current DBS check where appropriate. The Hirer must provide a copy of the DBS check and Child Protection Policy relating to their Function on request.

35. The Hirer must comply with the Schools Health and Safety Policy a copy of which is available on the Elmlea Schools website.
36. If a licence in respect of all activity in the Premises is required, the Hirer must ensure they hold the relevant licence(s).
37. The Hirer must comply with the legal requirements concerning consumption of intoxicating liquor, music singing and dancing licences, theatre licences and copyright.
38. Where a licensed bar is used during a Function, the Hirer must ensure that the correct licence is obtained and approved by the relevant authority. Pre-approval must be sought from the School prior to submitting the licence application. The conditions attaching to any licence relating to a Function must be observed.
39. The Hirer must ensure that in relation to the Premises, nothing is done in contravention of the law relating to gaming, betting and lotteries and be responsible for observance of the requirements of the relevant legislation.
40. Clubs that are using the premises on a regular basis, must provide the School with details of the regular club supervisors enhanced DBS checks. If this is not already in place the hirer must pay for a DBS application to be made through the School.
41. The Hirer must comply with any legislation in force at the time of the letting. The Hirer shall comply with section 12 of the Children and Young Persons Act 1933, as amended by the Licensing Act 2003. That is to say where any play or entertainment is provided at which the majority of persons attending are children, if the number exceeds 100, it shall be the duty of the Hirer to station and keep stationed wherever necessary, a sufficient number of adult attendants, properly instructed as to their duties, to prevent more children or any other persons being admitted to the Premises or to any part of it than can be safely accommodated there and to control the movement of the children and other persons admitted whilst entering and leaving the Premises and to take all reasonable precautions of the safety of the children.
42. The Hirer will to the best of their endeavours ensure the requirements of the Equalities Act 2010 be observed at all times throughout the lettings.
43. The Hirer is specifically forbidden to use or to allow the use of the Premises or any part of the School for any illegal or immoral purposes and shall not carry on any activities so as to cause a nuisance or annoyance for other users of the Premises or neighbouring or adjoining Premises.
44. A no smoking policy applies at all times in all parts of the School premises including the grounds and car parks. The Hirer must ensure that all users of the Premises comply with this policy.
45. No person under the age of 21 is entitled to hire the Premises.
46. No animals/dogs are allowed on the premises including the grounds and car park.

Electrical Appliance Safety

47. The Hirer should ensure that any electrical appliances brought by them onto the Premises shall be safe and in good working order. The Hirer must hold a current PAT Certificate and provide a copy of that Certificate prior to the letting.
48. Any electrical appliances used by the Hirer are to be used in a safe manner in accordance with the Electricity at Work Regulations 1989.

Health & Safety

49. The Hirer must ensure they know the position of the fire extinguishers and emergency exits in the Premises, or the nearest available fire extinguishers and emergency exits.
50. Before the start of the letting the Hirer must check the following items:
 - (a) All fire exits and see they are unlocked and all escape routes are free of obstruction;
 - (b) That fire doors are not wedged open;
 - (c) Exit signs are illuminated;
 - (d) That no obvious fire hazards are present.
51. All means of exit from the Premises must be kept free from obstruction. Fire safety appliances must not be removed or tampered with in any way.
52. The emergency lighting supply and illuminated exit signs must not be tampered with in any way.

Outbreak of Fire

- 53. The fire brigade must be called to any outbreak of fire, however small. Details of any outbreak must be given to the School Site Manager or School Business Manager as soon as possible.
- 54. Hirers must have access to a mobile telephone.
- 55. The Hirer is responsible for the safety of those persons attending the function and will ensure that in the event of a fire or emergency the procedures set out below are applied.

Fire and Emergency Procedures

- 56. Any person discovering a fire should raise the alarm by using the nearest call point.
- 57. If the alarm is raised within the Premises or any other part of the School is in use the following procedures will apply:
 - (a) All staff and visitors must leave the building immediately using the nearest fire exit door. The last person is to close the doors behind them if possible;
 - (b) Do not stop to collect personal belongings;
 - (c) Do not use the lift;
 - (d) Follow the green and white exit sign and make your way to the designated assembly point;
 - (e) A member of staff or, if not present, the Hirer to telephone 999 and notify the emergency services;
 - (f) Nobody to re-enter the building until authorised to do so by the fire authority;
- 58. Fire action notices detailing the above procedure are located throughout the School.

Condition of Premises

- 59. Whilst the School gives no guarantee as to the fitness, suitability or condition of the Premises at the commencement of the letting, all reasonable efforts will be made to see that the Premises are in a reasonable condition.

Damage Loss or Accident

- 60. The School shall not be liable for loss due to break down of machinery, failure of supply of electricity or gas, leakage of water, fire, government restriction or act of God that may cause the Premises to close or the hire to be interrupted or cancelled.
- 61. The School shall not accept any responsibility for the loss of or damage to any car or other vehicle which is brought or left on the School premises.

Supervision

- 62. The Hirer must ensure that at least one responsible adult (and where appropriate sufficient responsible adults) is present and able to supervise at all times during the letting.
- 63. The Hirer accepts responsibility for being in charge of the Premises at all times when members of the public are present.
- 64. The Hirer is responsible for ensuring that all the regulations governing the letting agreement are met including in particular those relating to management of the Premises and supervision of all present.
- 65. The Hirer shall at all times maintain good order and shall ensure that no undesirable person is permitted to enter, remain or otherwise make use of the Premises.
- 66. The Hirer is responsible for ensuring that no one shall trespass on any part of the Premises not covered by the letting agreement. Should any trespasser activate the security system the Hirer shall pay any charge levied on the School.
- 67. All instructions given to the Hirer about parking vehicles must be observed.
- 68. Parking is prohibited on the concrete paths, service roads or grass areas of the school.
- 69. The car park is not available to hirers unless a specific arrangement is in place. Hirers must ensure that all associated users are aware that the car park is not available.
- 70. No cars are to be driven on to playing fields or grass areas. Failure to comply with this regulation will result in an immediate warning.
- 71. The Hirer must ensure that cycles are not ridden on footpaths or on grassed areas around the School.
- 72. Admissions to dances, concerts or similar events must be ticket only. The Hirer must keep a written record of the number of persons admitted to the Premises and leaving the Premises so that the number of people present in the building at any time can be established. The written record shall be made available for

inspection by all appropriate bodies including the police, any authorised officer of the fire brigade, the licensing authority and the local governing body.

73. If the Premises are let for the purposes of a private party, admission shall be by invitation only.
74. The Hirer must provide sufficient adult supervision in order to maintain good order both inside and outside the Premises.
75. The Hirer must provide suitable security on the door to ensure control of entry and good conduct of the event.
76. Anyone providing music must ensure that the volume is kept to a reasonable level and must not cause any interference with any other activities in the School or inconvenience for local residents.
77. The Hirer is responsible for notifying the police authorities and local residents of any function which may cause inconvenience or temporary disruption, for example, unsociable hours or increased traffic.

School Authorised After School Clubs - Safeguarding

78. The Executive Headteacher is the Designated Safeguarding Lead (DSL). Should you have any concerns you must report them to her immediately.
79. Strictly no photography of children without prior written parental permission.
80. The hirer must ensure that enough responsible adults are present and able to supervise the number of children attending their club and the hirer must take all other reasonable precautions to ensure the safety of the children at all times during the letting.
81. Hirers of the facility relating to "Authorised School After School Clubs" must ensure that a Club register is taken to ensure that all children expected to be on site are accounted for. The club must report without delay to the relevant school office if a child is absent without explanation, so this can be followed up. The schools have a published Missing Children Procedure which the "Authorised School After School Clubs" must follow. Children not arriving for registration must be reported to the school office as soon as possible after the club registration has taken place, so that the Missing Children Procedure can be implemented. It is the responsibility of the club leader to contact parents if children are not collected at the end of a club session. Club leaders must remain on site with the child/children until they are collected by their parent/carer. Club leaders must ensure that they maintain up to date contact details.
82. All adults responsible or working for School authorised after school clubs must sign in and out at the relevant school office.
83. No parking in the school car parks or on the premises including the playgrounds/playing fields at any time, without prior agreement, by adults working for the school clubs.
84. Staff toilets may be used by adults.
85. Children's toilet facilities must not be used by adults.
86. A 'No Nut Policy' applies to Authorised After School Clubs due to children with allergies.
87. The hirer must be familiar with the current edition of the DFE's Keeping children Safe guidance.
88. The hirer will manage the suspension of adults where necessary from the School premises, following an allegation against someone they employ.

Explosive and Flammable Substances

89. The Hirer shall ensure that:
 - a) Flammable substances are not brought onto or used in any part of the Premises;
 - b) No internal decorations of a combustible nature, e.g. polystyrene, cotton, shall be used.
 - c) No smoke machines, lasers, strobes, real flames, firearms, special effect equipment, pyrotechnics or lighted candles (save for small candles on a birthday cake) shall be used, without prior discussion with the named school and permission from the School Business Manager.

Equipment and Accommodation

90. The Hirer must clear away all rubbish and leave the Premises in the condition in which they were found.
91. In the event of any damage or defects caused to the Premises or equipment in the Premises, the Hirer must notify the School Business Manager in writing.
92. If there is another Hirer letting the Premises immediately afterwards, that Hirer should also be informed of the damage and defect.

93. The Hirer shall make good or pay for all damage (including accidental damage) to the Premises, fixtures, fittings, specialist equipment or content and any loss of content.
94. Any desks, furniture or equipment in the Premises must not be interfered with without the prior approval of the School Business Manager.
95. Standing on seats, furniture, windowsills etc. is not permitted. Fittings, fixtures or decorations of any kind are not permitted, other than purely temporary arrangements that require no nails, screws or other fixed devices that would damage or disfigure part of the Premises.
96. Chalk, resin or polishing materials may not be used on floors.
97. Lighting equipment and sound systems the following applies: The lighting arrangements and sound systems of the Premises must not be supplemented or altered, without prior discussion with the appropriate member of staff and permission from the School Business Manager. Specialist equipment such as a public address system must not be installed by the Hirer except with the written approval of the School Business Manager.
98. If the Hirer wishes to install any specialist equipment, the Hirer must give the School Business Manager a minimum of 14 days' notice together with written details of the equipment that the Hirer wishes to install.
99. Specialist rooms and equipment, including gymnastic equipment, public address systems, stage lighting and pianos are not included in the letting agreement unless specifically mentioned in the Letting Form and approved in advance by the School Business Manager.
100. Before the School Business Manager gives approval of the use of any specialist rooms and equipment, the Hirer must give details of the name(s) and qualifications of the person or persons using the rooms and equipment. If the School Business Manager gives approval, the Hirer is responsible for the proper use of the specialist use and equipment.
101. The School does not provide first aid facilities for the Hirer, or guarantee access to a telephone for calling assistance during lettings. Hirers must make their own arrangements in this respect.
102. All accidents causing injury and incidents with potential for injury must be reported via the HSE Accident Book – Elmlea Junior School a copy if in the main school office in the wall holder, Elmlea Infant School a copy is held in the Deputy Headteacher's room. The form should be removed from the book and given passed to the School Business Manager as soon as possible after the event and no later than 24 hours after the accident occurred. An accident investigation form will also be required. Hard copies of these are held with the accident book.
103. The School does not undertake to provide suitable chairs or seats for use by the Hirer.
104. Any furniture provided by the Hirer must be removed immediately after the end of the letting.

Vacation of the Premises

105. The Hirer shall ensure the Premises are vacated by all people attending the Function within the time specified within the Letting Form. The Hirer shall ensure that any articles taken to the Premises are removed at the end of the function. If the articles are not removed, the School reserves the right to charge the Hirer for each day, or part of a day, until the articles are removed. Failure to remove articles at the end of the function, in the event causing significant disruption to the School will be charged a sum to reflect the inconvenience to the School.
106. After using the premises, the Hirer shall carefully check there are no apparent fire risks and all doors and windows are closed and secured.

Catering Facilities

107. Where catering facilities are available the following special conditions apply:
 - (a) A separate charge will be made to use the school catering facilities in addition to charges for the letting of the Premises;
 - (b) A member of the School's contracted catering staff must be present whilst the catering facilities are being used. The requirements of that member of staff must be obeyed unless specific permission for sole use or the kitchens has been given by the School within the letting agreements. The Hirer is responsible for the proper use of the facilities if approval is given. Any application to use these facilities must specify the name and qualifications of the person(s) using the equipment;
 - (c) There must be no smoking in any kitchen by any person handling food or catering equipment;
 - (d) The catering companies or school tea towels must not be used;
 - (e) The kitchen and equipment must be left as clean as it is found;

- (f) School crockery and cutlery must not be used except by special permission of the Catering Company;
- (g) Tables must be covered before use and washed after use;
- (h) Any other special conditions that may be specified by the Catering Company and School Business Manager.

Grounds and Playing Fields

- 108. The following regulations apply to the School grounds and Playing Field.
- 109. Any applications to use the Playing Fields will be considered by the School. Charges for the use of the Playing Fields will be calculated pursuant to the charging guidelines.
- 110. The School is responsible for the final approval of letting of the Playing Fields.
- 111. The School do not give any guarantees to the standard of any of the Playing Fields nor of the maintenance or improvement of this standard during the season. The Hirer shall be deemed to be aware of the state of any of the Playing Fields upon submitting the application and the application will be deemed to be for the particular Playing Fields as seen.
- 112. The School Business Manager shall decide whether any of the Playing Fields is fit for use and their decision shall be final.

Compliance with Regulations

- 113. If the Hirer fails to comply with any of these Regulations whether intentionally or not, such failure may be deemed by the School Business Manager to be just cause for the immediate cancellation of any letting or fees for letting.
- 114. If facilities prove not to be available during the letting, the School Business Manager will consider applications for refunds of a proportionate part of the letting charge. No refunds will be given for facilities not included in the letting charge.
- 115. In case of dispute, the School's decision as to any refund will be final.

APPENDIX 1 – SCHEDULE OF CHARGES FOR ELMLEA SCHOOLS

DATE CHARGES LAST REVIEWED: SEPT 2025 (previously May 2024)

All prices are based on one hour or part thereof.

Elmlea Infant or Junior School Hall, Junior School Studio, ICT Suite or classroom
Charities, Youth Groups, Approved After School Clubs for Pupils of Elmlea Schools, Parents of Current and Ex Pupils. <ul style="list-style-type: none">£17.50 per hour£37 per hour at weekends, Bank Holidays
<u>Commercial Organisations</u> <ul style="list-style-type: none">£24 per hour£50 per hour at weekends, Bank HolidaysOr as agreed separately with the organisation / company.
Junior School Sports Field
For all categories, the Sports Field will be hired out at a rate of £24 per hour
Infant or Junior School Quad
For all categories, the Quad will be hired out at a rate of £17.50 per hour
A £50 refundable deposit will be required by one off/occasional hirers to cover possible damage to premises or equipment

Accessibility - If there are questions relating to accessibility around the school or you require any specific accessibility arrangements please contact the School in advance and discuss.

Notes

- The use of toilets is included in the charge when hiring the building.
- All prices are exclusive of VAT.

APPENDIX 3 – INFORMATION FOR HIRERS

ELMLEA SCHOOLS Registered Office : Elmlea Junior School, The Dell, Westbury on Trym, Bristol BS9 3UU			
SCHOOL : Elmlea Infants' School ADDRESS: Elmlea Avenue, Westbury on Trym, Bristol BS9 3UU		SCHOOL: Elmlea Junior School ADDRESS: The Dell, Westbury on Trym, Bristol BS9 3UF	
SCHOOL CONTACTS	NAME	Post	CONTACT PHONE NUMBER (During working hours)
	Becca Hine	Headteacher	0117 3772266 Email: becca.hine@elmleaschools.org.uk
	Melika Kanani	Lettings Administrator	0117 3772266 Email: melika.kanani@elmleaschools.org.uk
	Sally White	Business Manager	0117 3772266 Email: sally.white@elmleaschools.org.uk
	Steve Forbes	Caretaker	0117 3772352 Email: steve.forbes@elmleaschools.org.uk
	Jay O'Driscoll	Caretaker	0117 3772266 Email: jay.o'driscoll@elmleaschools.org.uk

EMERGENCY NUMBERS WILL BE ISSUED PRIOR TO THE LETTING

Emergency Action	Evacuate the building when pulsing alarm sounds
ON DISCOVERING A FIRE Break the glass on the nearest fire alarm call point Call Emergency Services 999	
ON HEARING THE ALARM Leave the premises by your nearest exit route Do not stop to collect personal belongings Do not attempt to tackle the fire unless trained and safe to do so Make you way to the assembly point Do not re-enter the any building until authorised to do so by the Fire and Rescue Service	
CONTACTING THE EMERGENCY SERVICES If calling the emergency services, the school's address and postcode is detailed above.	
Give exact location in the school:	Infant School entrance. In Elmlea Avenue

	Junior School entrance. The end of the School Drive is opposite Brainsfield.
<p>Elmlea Infant School – Send someone to the car park entrance on Elmlea Avenue to meet them and ensure the school gates are open.</p> <p>Elmlea Junior School - Send someone down to the bottom of the school drive, to meet them on The Dell and to ensure the school gates are open.</p>	
<p>The school evacuation / grab bag is held in the school office and includes details of the school plans and services to be provided to the emergency services</p>	