

BOURNVILLE VILLAGE PRIMARY SCHOOL



LICENCE POLICY

Written by: Matthew Rogers

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Statutory/~~Non-Statutory~~* (**delete as appropriate*)

LA required document to achieve DfE Schools Financial Value Standard annual compliance.

Reviewed by: Buildings Committee

Approved by: Buildings Committee

Signed:	Chair of Committee:	Date:

Please read in conjunction with the following policies:

- Fire Safety and Evacuation Procedures
- Lone Worker Policy
- Health & Safety Policy
- Addendum to Licence Policy

Policy and Conditions for Granting Licence of School Premises and Grounds

1. Legal framework

1.1. This policy has due regard to all relevant legislation including, but not limited to, the following:

- The School Premises (England) Regulations 2012
- Health and Safety at Work etc. Act 1974
- The Health and Safety (First-Aid) Regulations 1981
- The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR)
- Counter Terrorism and Security Act 2015
- The General Data Protection Regulations (GDPR)
- Data Protection Act 2018
- Education Act 1996
- Keeping Children Safe in Education 2023

1.2. This policy has due regard to the following guidance:

- DfE (2015) 'Advice on standards for school premises'
- DfE (2020) 'Keeping children safe in education'
- DfE (2015) 'The Prevent duty'
- DfE (2023) 'After-school clubs, community activities, and tuition Safeguarding guidance for providers'

1.3. This policy operates in conjunction with the following school policies/documents:

- First Aid Policy
- Fire Safety Policy
- Health and Safety Policy
- Child Protection and Safeguarding Policy
- Surveillance and CCTV Policy
- Asbestos Management Plan
- Data Protection Policy

2. Definitions

For the purpose of this Policy, please note the following definitions:

2.1. "**Commercial Customer**" is any paying Hirer whose activities **do not** directly interact with pupils of Bournville Village Primary School. For the avoidance of doubt a Commercial Customer:

- 2.1.1. Does not constitute a Friend of BVP;
 - 2.1.2. Undertakes the Licence for a purpose which is separate from before or after school recreational activities;
 - 2.1.3. Their use is typically during evenings, weekends and/or during school holidays;
 - 2.1.4. Could constitute a commercial entity, a charity or an individual, who may or may not have links with BVP whether they have a pupil at BVP, are a member of staff or a governor;
 - 2.1.5. May provide extra-curricular tuition, training, youth organisations, instruction or activities to children without their parents' or carers' supervision or adults; and
 - 2.1.6. May seek to use the premises at BVP on a regular basis or one-off hire.
- 2.2. "**DPO**" means the school's data protection officer
- 2.3. "**Friends of BVP**" are any of the following:
- 2.3.1. A paying Hirer whose activities directly engage pupils of Bournville Village Primary School for the purposes of supporting before or after school activities or recreational activities specifically for BVP children and have been invited to host such activities by the school;
 - 2.3.2. The PTA; and/or
 - 2.3.3. The Friends of the Carillon
- 2.4. "**Hirer**" is an individual who represents a Friend of BVP or a Commercial Customer and enters into a Licence in accordance with the provisions of this Policy.
- 2.5. "**Licence**" is the use of the Premises by either a Commercial Customer or the Friends of BVP in accordance with this Policy.
- 2.6. "**KCSIE**" means Keeping Children Safe in Education 2023 or any subsequent variation to that policy or updated version of a Department for Education policy governing the safeguarding of children.
- 2.7. "**Premises**" means the part or parts of the school's grounds or buildings that are for hire under the provisions of each Licence and may vary from Licence to Licence.
- 2.8. "**PTA**" means the school's parent and teacher association.
- 2.9. "**SBM**" is the School Business Manager;

3. Licence Principles

- 3.1. Should the Head Teacher wish to let out any part or parts of its property to Friends of BVP, such a Licence is to be at the discretion of the Head Teacher;
- 3.2. Should the Head Teacher wish to let any part or parts of the school premises to a Commercial Customer:
 - 3.2.1. The approval of the governing board is required prior to entering into each new type of letting or variant of letting arrangement to a Commercial Customer. For example, should the Head Teacher wish to use parts of the school for the hire of children's parties, governing board approval for the use of the school for this purpose would be required prior to the first Licence of this nature, but the governing board would not need to approve each and every Hirer. Likewise, should there be a proposal to use part or parts of the school premises for adult education, the governing board would need to approve the principle, but not each provider.
 - 3.2.2. Once the premises use has been approved by the governing board in 3.2.1, the Head Teacher may use its discretion thereafter for each Licence of that specific nature;
- 3.3. Each and every Licence is made in accordance with the provisions of this Policy;
- 3.4. The costings of each Licence is made in accordance with the Addendum to the Licence Policy
- 3.5. A Licence may not interfere with the primary activity of the school, which is to provide a high-quality education and safe teaching environment; and
- 3.6. The Licence must be made in accordance with KCSIE and the school's safeguarding policy.
- 3.7 Use of any parts of the school property for activities such as staff meetings, parents' meetings, governing board meetings, out of school hours learning/study support activities or any other extended services which support the raising of attainment and achievement, fall within the corporate life of the school. Costs arising from these uses are, therefore, a legitimate charge against the school's delegated budget and do not require any formal Licence.

4. The Application Process

- 4.1. Anyone interested in hiring any part of the school's property must fill out the application form, a copy of which is at Appendix 1, either by paper form or electronically. If returning a paper form, please address this to the SBM.

- 4.2. If uncertain as to which part or parts of the school's property the applicant wants to hire, the applicant should contact the SBM, who will identify their requirements and clarify the facilities available and the associated costs.
- 4.3. All applicants must state the purpose of the hire, whether any of the school's equipment is to be used and whether it will be providing its own equipment.
- 4.4. If the applicant intends to use the Premises for use involving children, the application must be accompanied by a copy of the applicant's safeguarding policy, in accordance with the detail established in paragraph 8 of this Policy.
- 4.5. As set out in paragraph 3, the Head Teacher may approve any Licence to a Friend of BVP, but the governing board will need to review a new type of hire use for a Commercial Customer. The governing board have the right to refuse an application.
- 4.6. Once the Licence has been approved, a letter or email of confirmation will be sent to the Hirer, setting out the full details of the Licence and enclose a copy of this Policy/terms and conditions of the hire agreement, the front sheet of which is contained at Annexure 2. No Licence should be regarded as "booked" until approval has been given in writing by the Head Teacher or SBM.
- 4.7. The Hirer will be a named individual (irrespective of whether they represent a commercial or charitable organisation) and the agreement should be in their name, giving their permanent private address.
- 4.8. Each Licence is personal to the Hirer and is not assignable nor may it be sublet, and use of the Premises under each Licence may only be exercised by the Hirer and its employees and customers. If the school receives any evidence pertaining to plans to sub-let, all bookings that the Hirer has made will be cancelled.
- 4.9. The Hirer acknowledges that:
 - 4.9.1 A Licence granted pursuant to this Policy does not confer a right of exclusive possession in respect of any part of the school's property or the Premises; and
 - 4.9.2 Nothing in such a Licence is intended to create a tenancy.

5. Roles and responsibilities

5.1. The governing board is responsible for:

5.1.1. Agreeing fair prices annually before the start of each financial year for the use of the each of the Premises. Such costs will take into account:

- (a) The condition of the Premises and equipment available for hire; and

(b) The charging structure used by other local premises for similar use.

5.1.2 Assisting the Head Teacher and SBM where required to ensure all relevant policies are made available to Hirers.

5.1.3 Assessing any proposed new type of letting arrangement to a Commercial Customer in accordance with paragraph 3.2.1 of this Policy; discussing the proposal with the Head Teacher and SBM; and providing consent to such a new form of Licence only if the governors are satisfied that such a Licence is in the best interests of the school and does not undermine the school's primary functions and responsibilities.

5.1.4 Assisting the Head Teacher should they raise any concerns in relation to any activities of any of Hirer.

5.2 The Head Teacher is responsible for:

5.2.1 The overall management of each and every Licence; such as handling any queries from the Hirer; day to day management; collecting the hiring fee; and entering into the Licence documentation, in accordance with paragraph 4 of this Policy.

5.2.2 Communicating any relevant information to the Hirer, e.g. fire safety precautions in accordance with paragraph 10 of this Policy or cost alterations to long term Hirers in accordance with paragraph 6 of this Policy.

5.2.3 Vetting all applications from potential Hirers, whether Friends of BVT or Commercial Customers, which shall involve:

(a) Reviewing the applications and conducting a risk assessment to determine whether the arrangement would pose a risk to the primary activities of the school and its pupils;

(b) Establishing any safeguarding risks associated with such a licence in accordance with the provisions of paragraph 8;

(c) Checking the Hirer has the appropriate public liability insurance, where required, and obtaining a copy of that insurance policy prior to the Hirer using the Premises;

(d) Liaising with the DPO in relation to ensuring all appropriate checks have been made of the applicant in relation to paragraph 5.4 and 14; and

- (e) Assessing whether the school has capacity and relevant staff (such as the site manager) available to assist with the Licence for the relevant period of hire.
- 5.2.4 Ensuring that any Licence complies with the school's own lease requirements which may include seeking consent from Bournville Village Trust.
- 5.2.5 Acting as or appointing a site manager and ensuring they are aware of the provisions of this Policy and their responsibilities under this Policy and provide appropriate training where required.
- 5.2.6 Liaising with the governing board and seeking their approval prior to entering into a Licence with a Commercial Customer in accordance with the provisions of paragraph 3.2.1 of this Policy.
- 5.2.7 If the Head Teacher has any concerns or queries regarding the activities the Hirers are conducting, they will consult the governing board and reach a decision together.
- 5.2.8 The Head Teacher may delegate aspects of the management of Licences to other relevant members of staff, such as the site manager or the SBM.
- 5.2.9 Ensuring that the school has the correct insurance in place for hiring out the Premises.
- 5.2.10 Working with the site manager to ensure the Premises are fit for use in accordance with paragraphs 9-13 of this Policy.
- 5.2.11 Ensuring Hirers familiarise themselves with the relevant school policies and procedures, e.g. the Fire Safety Policy and the Asbestos Management Plan and Safeguarding.
- 5.2.12 Assessing whether the activities the Hirer is requesting could result in disrupting any asbestos and taking the relevant safety measures as a result in accordance with the provisions of paragraph 9 of this Policy.
- 5.2.13 In relation to safeguarding and the provisions of paragraph 8 of this Policy:
 - (a) Reviewing the relevant safeguarding checks carried out by the Hirer to ensure they comply with the school's policies.

- (b) Should the Hirer be a long term user of the Premises and they provide recreational activities involving children, ensuring that at the start of each academic year, the Hirer provides an annual safeguarding policy that is KCSIE compliant (or any variation or subsequent government policy regarding safeguarding of children).

5.2.14 Should the Premises be left by the Hirer in a condition that is unacceptable and not in accordance with the provisions of this Policy:

- (a) organising for the problem(s) to be remedied as soon as possible in the event of loss, damage or lack of cleanliness so as not to disrupt the running of the school;
- (b) seek to recover any associated costs from the Hirer whether via their insurance or directly;
- (c) where appropriate, notify the school insurers of the issue; and
- (d) at their discretion, terminate the Licence arrangement or take other action deemed appropriate in the circumstances.

5.3 The site manager is responsible for:

- 5.3.1 Working with the Head Teacher/SBM in relation to health and safety requirements for the Hirer in accordance with paragraph 9-10 of this Policy.
- 5.3.2 Ensuring the part or part of the premises subject to each Licence and the facilities and equipment to be provided for such Licence are clean and in a good working condition for each Hirer.
- 5.3.3 In accordance with paragraph 11 of this Policy, working with the Hirers to ensure high levels of security are maintained.
- 5.3.4 Showing the Hirers how to properly secure the Premises during and after use.
- 5.3.5 In accordance with paragraph 12 of this Policy, organising any repairs and/or replacement of equipment.
- 5.3.6 Notifying the Hirer of any known asbestos in the school in accordance with paragraph 9 of this Policy.

5.3.7 Ensuring the Hirer is made aware that CCTV cameras are installed within the school and ensure they have read the Surveillance and CCTV Policy.

5.3.8 In accordance with paragraph 11, following the end of a period of hire for each session (for example, at the end of that evening's hire period), checking that the relevant parts of the school are clean, fully equipped and secure.

5.3.9 If there is any concern following such checks:

(a) to notify the Head Teacher and/or SBM as soon as possible;

(b) to clean up where required; and

(c) secure the premises where required.

5.4 The DPO is responsible for:

In accordance with the requirements set out in Paragraph 14 of this Policy:

5.4.1 Being the main point of contact for data protection enquiries from current and potential Hirers of the school premises.

5.4.2 Ensuring that the statutory privacy information is provided to the Hirer.

5.4.3 Assisting the Hirer with any data breach investigation, where necessary.

5.4.4 Ensuring that the school's Privacy Notice for Third Parties is kept up-to-date, and that it is published on the school's website.

5.4.5 Ensuring that the Hirer's information is stored in accordance with the Data Protection Policy and with GDPR requirements.

5.5 Hirers are responsible for:

5.5.1 Complying with the application process set out in paragraph 4.

5.5.2 Ensuring the proper use of the Premises, facilities and equipment they have requested to use.

5.5.3 Ensuring all related visitors and volunteers have signed in during their period of hire and are aware of appropriate safety requirements, such as fire exits.

5.5.4 Obtaining adequate public liability insurance.

- 5.5.5 Providing the Head Teacher with proof that they hold a current and relevant insurance policy.
- 5.5.6 Taking the necessary steps to ensure there is no damage any part of the school or its contents, namely to any equipment or furniture, floors, walls or fittings or the building itself as a consequence of the Hirer's use and leaving the Premises in a clean and tidy condition.
- 5.5.7 Should the Hirer fail to do so, it will indemnify the school against all losses, damages, costs and expenses arising or incurred by the school as a result of the Hirer's failure, whether this is paid for directly by the Hirer or via their insurance and where applicable, in accordance with the provisions of paragraph 11 of this Policy.
- 5.5.8 Working with the site manager to ensure that the Premises are secure during and after use.
- 5.5.9 If providing recreational activities for children:
- (a) ensuring all staff and volunteers have read and comply with each Hirer's safeguarding policy and KCSIE (and any subsequent governmental policy regarding safeguarding of children).
 - (b) obtaining all necessary safeguarding checks for all activities involving children, e.g. DBS checks, verification of identity, right to work certificates and providing proof of this to the Head Teacher.
 - (c) Providing a copy of its current safeguarding policy to the Head Teacher in accordance with the application procedure in paragraph 4 and if a long term user of the school, provide up to date copies of safeguarding policies each academic year.
 - (d) Reading the school's safeguarding policies and procedures and ensuring they understand the rules and procedures detailed within.

6. Charges

- 6.1. The governing board is responsible for determining charges for any Licence of each part of the school property and the charging schedule is set out on the Addendum to Licence Policy.
- 6.2. These charges take into account the following:

- 6.2.1. The extent of the school property to be hired;
 - 6.2.2. Costs of services (e.g. heating and lighting);
 - 6.2.3. Costs of staffing, including “on-costs” (e.g. additional security or caretaking);
 - 6.2.4. Costs of administration;
 - 6.2.5. Costs of wear and tear;
 - 6.2.6. Costs of insurance;
 - 6.2.7. Costs of using the school’s equipment, if applicable;
 - 6.2.8. The frequency with which the Hirer wishes to use the Premises; and
 - 6.2.9. Profit element, if applicable.
- 6.3. Where there are multiple Licences taking place at the same time, the costs for services and staffing will normally be shared between the Hirers involved.
- 6.4. In relation to long term users of the school, the charge issued for each Licence will be reviewed annually by the governing board.
- 6.5. The review of charges will take place in the Spring term, for implementation in the beginning of the next financial year, taking effect from 1 April that year.
- 6.6. A charging tariff may be established to ensure that access is affordable for particular individuals and groups.
- 6.7. Payment of Licence Fee:
- 6.7.1. In the case of a one-off hire, the Hirer will be invoiced for the cost of the Licence as appropriate in accordance with the Addendum to Licence Policy.
 - 6.7.2. With regard to regular Hirers, the Head Teacher/SBM and the Hirer will come to a commercial agreement as to the frequency and amount of payment due, in accordance with the Addendum to Licence Policy.
 - 6.7.3. All Licences fees that are received by the school, can be paid by bank transfer into the school’s independent bank account. The SBM will provide the Hirer with the relevant bank details. The school may use these funds to offset against its expenses.
 - 6.7.4. The school may require a 10% deposit of the overall fee to be paid to the school to secure a booking.
 - 6.7.5. The remaining amount will be paid to the school on or before the requested booking date.

6.7.6. Hirers will provide the school with at least five days' notice before cancelling a booking. Should the Hirer fail to comply with this, the school will keep the Hirer's deposit.

6.7.7. If the whole fee has not been paid, the school reserves the right to refuse the Hirer entry to school property.

6.7.8. In the event any fees are outstanding after the Hirer has used the Premises, their organisation (or such individual depending in the nature of the Hirer) will be barred from using the school facilities until the full amount has been paid.

6.7.9. There will be a grace period of 30 days for payment to be made, after this period, if a payment hasn't been made, the school will seek additional legal advice for payment to be recovered.

7. VAT

7.1. In general, the licence of rooms for non-sporting activities is exempt of VAT, whereas sports licences are subject to VAT (although there are exemptions to this under certain circumstances). This is to be discussed between the Hirer and the Head Teacher/SBM on a case by case basis.

8. Safeguarding

8.1. Applicants submitting a Licence request involving working with children and/or young people will submit a signed copy of their current safeguarding policy which must be compliant with KCSIE and DfE 2023 Guidance on After-School Clubs, Community Activities, and Tuition Safeguarding Guidance for Providers (or any variation to that guidance).

8.2. Any such application will be vetted by the DSL and any concerns will be reported to the Head Teacher (and where appropriate the governing board) prior to approval.

8.3. When determining whether to approve an application; the Head Teacher (and where appropriate with regard to paragraph 3.2.1 of this Policy, the governing board) will consider the following factors:

8.3.1. Health and safety considerations

8.3.2. The school's duties with regards to the prevention of terrorism and radicalisation;

8.3.3. KCSIE; and

8.3.4. Whether the Licence is deemed compatible with the ethos of the school

8.4. An application will not be approved if the Hirer's purpose:

- 8.4.1. Is aimed at promoting extremist views.
 - 8.4.2. Involves the dissemination of inappropriate materials.
 - 8.4.3. Contravenes the statutory Prevent duty.
 - 8.4.4. Is likely to cause offence to public taste and decency (except where this is, in the opinion of the governing board, balanced or outweighed by freedom of expression of artistic merit).
 - 8.4.5. If any members of staff at the school have concerns regarding the purposes for which the Hirer is using the facilities, they should contact the Head Teacher immediately.
- 8.5. The Head Teacher will file an incident report form if they have reason to believe that the Licence has been used for political purposes not previously authorised, the dissemination of inappropriate material or any other purpose that contravenes the Prevent duty.
- 8.6. Where an individual group is found to be promoting views in contravention of the school's Prevent duty, the person or group is guilty of an offence, under the Education Act 1996, the school will contact the police or school security who will remove the person or group from the school premises.
- 8.7. All Hirers will read and review the school's Child Protection and Safeguarding Policy and KCSIE.

9. Asbestos

- 9.1. The school's Asbestos Management Policy will be available to Hirers.
- 9.2. The site manager will inform all Hirers of any asbestos-containing materials (ACMs).
- 9.3. When approving the applications to hire the premises, the site manager and the SBM will conduct a risk assessment to establish whether the requested purpose of use will disrupt any ACMs.
- 9.4. The only known ACMs on the school's premises is within encapsulated panels located on the inside of the electric meter cupboard doors in George Building (Ladies Staff Toilet). Access to this meter cupboard is restricted and locked.
- 9.5. The site manager will ensure that the Hirers have access to the school's asbestos management survey.
- 9.6. The site manager will ensure that the Hirers have access to the school's Asbestos Management Plan (AMP).
- 9.7. If the school finds that there has been, or may have been, an unplanned disturbance of asbestos, the following action will be taken:

- The Hirers will be informed by the Head Teacher/SBM immediately
- All activities will stop, and everyone will be evacuated from the affected area
- Staff, pupils and visitors will not be allowed to re-enter the affected areas until any necessary remedial action has been taken
- Items, including equipment, books, or personal belongings, will not be moved from the area
- Advice will be sought from an asbestos expert regarding remedial action

9.8. Unless the incident is minor, the school will notify the HSE, as this is a legal requirement under The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

9.9. Hirers should have procedures in place to deal with the unintended or unexpected release of asbestos.

9.10. Anyone who has come into contact with asbestos, and is concerned about their exposure, will be advised to contact their GP.

9.11. The school's AMP will detail the procedures for staff to follow in the event of an incident, and this will be communicated to all staff and Hirers.

10. Emergencies and health and safety

10.1. The site manager and Head Teacher/SBM will undertake relevant risk assessments before activities are carried out on the Premises to ensure the safety of the Hirer and any additional visitors.

10.2. In case of an emergency, the on-site telephones can be used to call the emergency services by dialling '9' to firstly obtain an outside line.

10.3. The site manager will check first aid kits daily to ensure their stock levels remain high and, where necessary, restock the first aid kits with the relevant items.

10.4. The site manager will show Hirers where first aid kits are should they be required.

10.5. A first aider (provided by the Hirer) will be on the Premises at all times.

10.6. Smoking is not permitted on the Premises or any part of the school property at any time.

10.7. The Hirer familiarises themselves with the school's Fire Risk Assessment and other relevant risk assessments before using the premises.

10.8. The Head Teacher will make copies of the school's Fire Evacuation Plan available to the Hirer on arrival at the school.

10.9. The Hirer will be shown the school's fire exits and evacuation points by the site manager on arrival.

10.10. The Hirer will be provided with a copy of the school's Health and Safety Policy and will be expected to act in accordance with it at all times.

11. Using the school

11.1. The Hirer may only use the Premises specifically permitted by the Licence, such as a specific hall or room, the appropriate entrance and toilets. The Hirer may not use the school kitchen unless this forms part of the Premises under that specific Licence.

11.2. The Hirer will liaise with the site manager to ensure the whole school property remains secure before, during and after use.

11.3. Hirers will be given an emergency contact number for the site manager in case of any security breach.

11.4. The whole of the school property (including access gates) are closed after 11:00pm to avoid any noise complaints from neighbouring residents.

11.5. The site manager will remain on the school property until 6:00pm to hand over control of the Premises to the first Hirer of the evening.

11.6. Keys/security codes will not be passed to any Hirer or other person without written permission from the Head Teacher and these will only be given in specific circumstances. If the Head Teacher has any concerns in relation to the provision of keys or security codes, then they should seek guidance from the governing board.

11.7. The site manager will return to the Premises before the last Hirer leaves, to ensure the whole of the school property is clean and secure ready for the next day.

11.8. The use of public announcement systems and loudspeakers must be agreed with the Head Teacher and site manager, this agreement must include a maximum noise level which is not to be exceeded.

11.9. The school's car park is available to Hirers during their time on the Premises and it may be shared with other Hirers; however, the governing board and school will not accept responsibility for any loss, damage or accident that may occur whilst the car park is in use.

11.10. Hirers will only use the car parking spaces allocated and, should any additional spaces be required, the site manager will find suitable spaces on the school grounds, if possible.

11.11. In the event of additional parking being required, the site manager will ensure the school premises remain accessible to the emergency services, should they be required.

- 11.12. Alcohol is sometimes permitted on the school's premises for consumption by adults (only with prior permission from the school's Head Teacher) during social events, for example, during school's hospitality evenings. Such alcohol consumption will be on a 'bring your own' basis as opposed to the Hirer selling alcohol on the Premises, which is prohibited. Non-alcoholic drinks may be available during such events.
- 11.13. Any damage to equipment (see paragraph 12 below), furniture or any part of the building (whether falling within the premises under the Licence or beyond that scope) will result in the Hirer being charged the cost of any repairs or replacements. This may result in the Hirer relying on its public liability insurance policy or paying directly. Any such payments are to be made to the school as promptly as possible. If there is a dispute as to whether the Hirer is liable for the loss or damage, or the value of the loss suffered by the school, the school may seek legal advice in relation to recovering the loss from the Hirer.

12. Equipment

- 12.1. Hirers will identify any equipment they require from the school and detail this in their application form. Hirers must seek permission from the Head Teacher or SBM to use any additional equipment once the form has been submitted.
- 12.2. The site manager will conduct an inventory of all the equipment that the Hirer requests, noting its condition. The site manager will review this inventory after the Hirer uses the equipment to ensure its proper use.
- 12.3. Furniture and fittings will not be removed or interfered with in any way unless permission has been granted by the site manager or the Head Teacher or SBM. Where permission has been granted, the site manager will oversee the move.
- 12.4. If a furniture move has been agreed, the Hirer will restore the premises back to its original state under the supervision of the site manager.
- 12.5. Any seating provided is limited to the number of chairs on the Premises.
- 12.6. Hirers are allowed to bring their own equipment on to the Premises; however, they will be required to acknowledge this in their application form.
- 12.7. The Hirer will ensure that any equipment that they provide meets the relevant health and safety standards.
- 12.8. The school cannot be considered responsible if any of the Hirer's equipment is damaged, stolen or lost whilst being used on the Premises.
- 12.9. CCTV systems will be used to monitor events and identify incidents taking place whilst the Premises are in use, in accordance with the school's Surveillance and CCTV Policy.
- 12.10. Hirers will report any stolen or missing equipment to the site manager immediately.

12.11. In the event of loss or damage to equipment, please see paragraph 11.13 of this Policy.

13. Kitchen Hire

13.1. [TO BE ADDED HERE].

14. Data protection

14.1. The school will adhere to the Data Protection Policy at all times.

14.2. The DPO will undertake the requisite due diligence to ensure that the Hirer is compliant with the relevant data protection legislation.

14.3. The DPO will provide Hirers with the statutory privacy information in the form of the Privacy Notice for Third Parties.

14.4. The DPO will ensure that the Hirer's information is processed in accordance with the GDPR and Data Protection Act 2018.

15. Monitoring and review

15.1. This policy is reviewed annually by the governing board and the Head Teacher.

15.2. The scheduled review date for this policy is annually during the Summer term.

15.3. Any changes made to this policy will be communicated to all relevant members of staff and all Hirers.

Appendix 1

BOURNVILLE VILLAGE PRIMARY SCHOOL

Premises Application Form

The school will process the data collected in this form in accordance with the GDPR and Data Protection Act 2018.

Named individual:	
Company name:	
Address (for invoicing purposes):	
Contact number:	
Email address:	
Deposit amount:	
Payment method:	
Requirements	
Date of hiring:	
Time of hiring:	
Room(s):	
Equipment needed:	

Details of any equipment you will be using on the premises:	
Purpose	
Details of the event:	
Will you be working with children and/or young people? If yes, have you attached a copy of your safeguarding policy?	
Start time:	
End time:	
Expected attendance:	
<p>By signing this document, I acknowledge that I have read, understood and agree to the terms of this Licence Policy.</p> <p>I acknowledge that my signature confirms all the details in this application form are correct.</p>	
Signed:	
Date:	

Appendix 2
BOURNVILLE VILLAGE PRIMARY SCHOOL
Hire Agreement

The school will process the data collected in this agreement in accordance with the GDPR and the Data Protection Act 2018.

BOURNVILLE VILLAGE PRIMARY SCHOOL

The Hirer:

Address:

.....

.....

Telephone:

Premises:

Specific nature of use:

Maximum attendance:

Details of any school equipment to be used:

Date(s) of hire:

Period(s) of hire:

Fee (specify per hour or per session): £[] per session. Total

The Head Teacher of Bournville Village Primary School agrees to grant a licence of the Premises to the Hirer on the date(s) and for the period(s) mentioned above, upon payment of the fee specified.

Bournville Village Primary School and the Hirer accept all the conditions of hire as set out in the attached Licence Policy/terms and conditions document.

The Hirer's attention is specifically drawn to the indemnities contained in the hire conditions, and the need to ensure that suitable insurance cover is in place for any loss, damage or injury.

Hirer's signature:	
Head Teacher/SBM signature:	