



**HILLVIEW**  
SCHOOL FOR GIRLS

**LETTINGS AND USE OF MINIBUS  
POLICY**

## CONTENTS PAGE

### **LETTINGS**

Policy Objectives	3
Suitable Hirers	3
General	3
Variations	3
Management of Lettings	4

### **MINIBUS**

Policy Objectives	4
Legislative Background	4
Management of Minibus	5
Guidance on the use of the Minibus	5
Equipment/Documents to be carried in the vehicle	6

### **PROCEDURES**

#### **LETTINGS**

Appendix A - Application form for bookings	8
Appendix B - Terms and conditions of hire of facilities	11
Appendix C - Hire charges	15

#### **MINIBUS**

Appendix D - General advice to the driver	16
Appendix E - Management responsibilities for the minibus	18
Appendix F - Driver responsibilities	19
Appendix G - Driver defect report	21

# LETTINGS

## 1. Policy Objectives

The trustees adopt and endorse the following principles:

- (i) that school premises represent a significant capital investment and should be fully utilised and are a valuable community resource;
- (ii) that educational usage of education premises constitutes a natural priority;
- (iii) that a profit margin would be welcome when derived from private or commercial usage but is not the objective when hired for Statutory use or facilitating education activity by Designated or Community users.

## 2. Suitable Hirers

2.1 It is intended that the school's facilities and grounds should only be let to local organisations and groups. All organisations proposing to utilise the school's facilities must complete an application form for booking and be issued with the Terms and conditions of hire of facilities (Appendix A and B).

2.2 The Business Manager must initially approve all lettings to new organisations or groups and for new activities.

2.3 Once approval has been given the organisation may then book the facilities as and when required with the Finance Assistant subject to the school's timetable of events.

## 3. General

3.1 The trustees recognised that it would be impossible for them to personally vet every applicant or organisation who wish to make use of the school premises. Accordingly they have delegated the authority to accept applications for hire to the Headteacher and/or Business Manager.

## 4. Variations

4.1 No member of staff (except the Headteacher and Business Manager, making a commercial decision) is allowed to vary the terms and conditions from which the school premises are hired to either individuals or organisations nor to deviate from the trustees published charging policy. (Appendix C).

4.2 All formal hiring of the school's premises, including those for which no charge is made, shall be properly documented. **All hirers must complete an application form for bookings and receive a copy of the terms and conditions of hire.** The hire agreement is a contract which the trustees may enforce at law.

## **5. Management of the Lettings**

5.1 The Business Manager shall be responsible for ensuring that the lettings are managed in accordance with this policy. The Finance Assistant will assume day-to-day responsibility for the management of the Bookings Diary and will ensure that charges are invoiced in a timely manner. The Finance Assistant will ensure that the accounts are settled. Failure to pay will result in the use of the facilities being withdrawn.

## **MINIBUS**

### **6. Policy Objectives**

The aim of this policy is to promote the safe and legal use of the school minibus. It is intended to benefit the passengers, staff involved in using the minibus and other road users. It will also help to maintain the asset in prime condition.

### **7. Legislative Background**

7.1 The minibus has 16 passenger seats and all are forward-facing and fitted with three-point seatbelts. In this, and other construction standards, the vehicle complies with the Road Vehicles (Construction and Use) Regulations 1986

7.2 The use of school minibuses, where any charge is made, classes the vehicle as a Public Service Vehicle. Under normal circumstances, a licence to operate such a vehicle will be required. However, permits issued under Section 19 of the Transport Act 1985 allow certain organisations, such as schools, to charge for transport services without a licence. Such charges must be made on a non-profit basis and the permit entitles the school to transport members of the school or students, staff and helpers of another school or college.

7.3 The minibus may be used by members of staff for private use on condition that the school has no requirement for its use.

- The member of staff pays a hire fee of £45 per day or part day.
- The member of staff has received appropriate training for driving the minibus
- The member of staff reimburses the cost of diesel used and is responsible for any fines or damage.
- The hire has been approved by the Business Manager or the Headteacher.

7.4 The school has completed a written Risk Assessment with regard to the operation of the minibus and in this respect complies with the Management of Health and Safety at Work Regulations 1992.

## **8. Management of the Minibus**

8.1 The management and administration of the minibus will fall under the control of the HR Manager.

8.2 A booking system will operate for use of the minibus. It is not intended that any one department will have an automatic priority for use. Bookings must be made via the online booking form at least 48 hours in advance of the trip or in the case of multiple bookings, when the dates are confirmed.

8.3 On the day of the journey (or the day before if an early start or weekend visit is intended) the driver should obtain and sign for the keys from the HR Manager and complete both the Driver defect report. (Appendix G). Drivers will also be responsible for ensuring that the vehicle has sufficient fuel (diesel) for the proposed journey. Petty cash can be obtained from the office if required.

8.4 A Fuel Card is available to be used at an appropriate garage to obtain diesel. All transactions must include the mileage and be signed for by the driver. All receipts for fuel must be handed to the Finance Assistant on return.

8.5 On completion of the journey, the keys should be returned promptly to the HR Manager, together with details of the return mileage and the condition of the vehicle. Drivers are responsible for ensuring the cleanliness of the vehicle and that the vehicle is free from litter.

8.6 Charges for the use of the minibus will only arise on journeys that would normally invoke a fee payable by parents. In this respect, the aims of the School Charging Policy will be adhered to.

8.7 The Site Manager has specific responsibilities with regard to the management of the minibus and these are shown in Appendix E to this policy.

## **9. Guidance on the Use of the Minibus**

9.1 All drivers will have specific responsibilities to ensure the safety of the minibus and the passengers in their charge. These are shown in Appendices D & F to this policy.

9.2 Any member of staff wishing to drive the minibus must meet the following criteria:

- minimum age of 21 years
- have held a full driving licence including categories B-D for at least two years
- have satisfactorily completed the school's chosen testing and assessment process and be included on the school's current approved list of drivers
- you are providing your services on a voluntary basis

9.3 All new drivers who have qualified since January 1997 must arrange to have completed an accredited course for new minibus drivers.

9.4 On all journeys over 20 miles an adult escort, other than the driver, over 18 years of age and with the ability to control/care for pupil passengers, should be carried. This ruling may only be waived with the prior, written permission of the Headteacher.

9.5 Drivers will be expected to conform to the following maximum speeds:

motorways	60 mph
dual carriageways	50 mph
other roads	40 mph or speed limit if lower

9.6 The RoSPA Code of Practice on Minibus Safety recommends time limits for drivers. All drivers will not exceed the following maximum driving times:

If no other school duties on day of journey - 5 hrs or 220 miles  
In conjunction with school duties on day of journey - 2.5 hrs or 120 miles

9.7 Breaks will be taken after at least every two hours of driving and these will be at least twenty minutes in duration.

9.8 Any driver of the minibus assumes in law the responsibility for the vehicle being serviceable and that the vehicle conforms with the relevant requirements of the Road Traffic Act. In order to check that the vehicle is safe the driver must complete a pre-journey check list, an example of which is shown in Appendix 4 to this policy.

9.9 The school's HR Manager keeps a record of all qualified drivers and will arrange appropriate tests for new drivers as well as refresher courses as necessary.

## **10. Equipment/Documents to be carried in the vehicle**

- i) All minibuses must carry at least one fire extinguisher which complies with BS5423. These will either contain:
- Water with a minimum test fire rating of 8A or,
  - Foam with a minimum test fire rating of 8A or 21B or,
  - Contain, and marked to indicate that it contains, Halon 1211 or Halon 1301, with a minimum test rating of 21B.

- ii) First Aid Kit.

All minibuses must carry a first aid kit comprising:

- Ten antiseptic wipes, foil packed

- One conforming disposable bandage (not less than 7.5cm wide)
  - Two triangular bandages
  - One packet of 24 adhesive dressings
  - Three large sterile unmedicated ambulance dressings (not less than 15.0cms x 20.0 cms)
  - Two sterline eye pads, with attachments
  - Twelve assorted safety pins
  - One pair of rustless blunt ended scissors
  - Sterile Gloves
- iii) A Dashcam (dashboard camera) is fitted to the vehicle and this should be kept connected at all times for the protection of the driver in the event of an accident.

**PROCEDURES - LETTINGS**  
**Appendix A**



**HILLVIEW**  
**SCHOOL FOR GIRLS**

**Hillview School for Girls**  
**Application Form for Booking**

Please return completed form to Claire Lulham, Finance Assistant,  
either by post or email to [lulhamc@hillview.kent.sch.uk](mailto:lulhamc@hillview.kent.sch.uk)

**ORGANISATIONAL DETAILS**

Name of club/organisation	
Responsible Officer of club/organisation	
Postal address (for billing)	
Telephone number	
Email	
Person supervising hire on site	
Telephone number	

**DETAILS OF HIRE**

<b>Purpose of hire</b>			
<b>Once only booking or on-going</b>			
<b>Dates/times required</b>			
From		To	
Start time		End time	
Access time		Leave site	
<b>Facility required</b>	<b>Rate per hour</b>	<b>Hours required</b>	



<b>Equipment required (Please specify)</b>	
--	--

**INSURANCE (Details of Public Liability Insurance, minimum coverage £5 million)**

For all regular/block bookings your organisation must have Public Liability Insurance (£5M) that is valid for the period of the hire (NB - this is not the same as Employer Liability Insurance).

Insurance company	
Policy number	
Start date of policy	
Expiry date of policy	
Copy of insurance certificate provided	

**Please send evidence of your Public Liability Insurance certificate to the school along with your Safeguarding and Booking form.**

**Bookings cannot be confirmed or go ahead until this has been received.**

**DECLARATION**

<b>By signing this agreement, and ticking the boxes, I (the Hirer) agree to the booking arrangements.</b>	
I acknowledge that I have read, understood and accept the Terms and Conditions of hire from Hillview School for Girls as seen on the Hillview School for Girls website.	<input type="checkbox"/>
I agree to pay the fees set out herein within 10 working days from date of invoice.	<input type="checkbox"/>
My organisation is responsible for ensuring persons are trained in First Aid	<input type="checkbox"/>
My organisation is responsible for ensuring all staff hold a current DBS check if working with children or vulnerable adults.	<input type="checkbox"/>
My organisation complies with GDPR requirements to protect staff and client personal information.	<input type="checkbox"/>
I acknowledge that I have read, understood, completed, and returned the Lettings Safeguarding Form to Hillview School for Girls and agree that my organisation implements and oversees appropriate safeguarding measures.	<input type="checkbox"/>

I agree to notify to school if the person who hired the facilities on behalf of the organisation changes and/or if staff and volunteers change.

**SIGNED ON BEHALF OF HIRING ORGANISATION**

Signed		Print name	
Position		Date	

**SIGNED ON BEHALF OF HILLVIEW SCHOOL FOR GIRLS**

Signed		Print name	
Position		Date	

## **Appendix B**

Definitions: (a) A Hillview School for Girls representative means any person authorised by the Headteacher.  
(b) The “facilities” means the Dance Studio, Drama Studio, Hall, Sports Hall, Sports Grounds, Netball Courts, Tennis Courts and Classrooms.

### **Terms and Conditions of Hire of Facilities within Hillview School for Girls**

#### **The Hire**

Use of School premises for a letting must be agreed in advance and only confirmed once the School has received a fully completed, signed booking form and lettings safeguarding form. The agreement will include the fee and any other charges payable. Charges shall be agreed at the time of the booking and are subject to an annual review and may be altered. The Hirer agrees to pay all fees within 10 working days of receipt of an invoice.

The use of premises must not interfere with the proper working of the School and that School use of the premises takes priority when necessary. There may be occasions when arrangements need to be changed. The use of premises is limited to the accommodation hired and necessary facilities within the times agreed.

The Hirer will under no circumstances sub-contract any of their activities or responsibilities under these terms and conditions to a third party. No landlord and tenant relationship shall exist.

The Lettings Policy is available on the School website.

#### **Cancellation**

If the hirer wishes to cancel/amend a specific booking or set of bookings, one terms notice must be given of the cancellation/amendment, in which case the school will not charge a cancellation/amendment fee. If a booking is cancelled/amended with less than 5 working days’ notice given of the booking the whole of the fee may be charged by the school. When regular weekly/monthly bookings have been made, cancellation/amendment will result in a negotiated fee according to the opportunities available for re-letting the facility.

Although extremely unlikely, the School reserves the right to cancel or amend any letting with immediate effect. The School will not be responsible/liable for any additional expenses incurred by the hirer, however, in the event of the accommodation becoming unavailable due to circumstances outside the School’s control, no charge will be made. The hire will be cancelled if the hirer has failed to disclose material information concerning the proposed hiring or there are reasonable grounds to

conclude that the conditions of hire may have been breached. In this event a refund will be at the discretion of the School Trustees.

## **Insurance**

All individuals, groups or organisations hiring the School property must have Public Liability Insurance with a minimum limit of indemnity of five million pounds for any one incident to cover claims arising out of negligence that may be made against them by a third party for accidental injury including; death or accidental loss, damage to property arising out of, or in consequence of, the letting and to cover the school. This applies irrespective of whether the Hirer is a commercial or non-commercial undertaking. Proof of cover must be supplied before the letting will be agreed.

## **Conduct**

The Hirer shall be responsible for ensuring that their users and spectators act in a responsible manner when entering or exiting the premises and during the hire period. Hirers shall not cause any nuisance to Hillview staff, other users of the site, the local neighbourhood, or members of the public. This includes the use of offensive language and undue levels of noise.

The school operates a strict no smoking and no alcohol policy in all areas of the site at all times and the Hirer is expected to action this and comply. No dogs or any other animal will be brought onto the school site at any time, and it is the Hirer's responsibility to action this.

## **Hire of Premises and Equipment**

The use of the facilities and all equipment is permitted entirely at the Hirers' own risk and the School will not be liable for any personal injury to any Hirer or for any consequential loss. The Hirer shall indemnify Hillview School for Girls against all claims, actions, or proceedings in respect of death or injury to any person, or damage or loss of property belonging to any person arising out of the hire and use of the facilities and site.

Any damage to equipment or premises, or missing equipment must be reported to the Site Staff before the Hirer leaves the site. Any damage resulting from misuse of equipment or premises must be paid for on demand. The amount of such damage shall be certified by the Chairman of the Board of Trustees, whose decision will be final.

The Hirer will ensure that all users wear appropriate footwear which will not cause damage to floor coverings/surfaces. Any damage to surfaces as a result of inappropriate footwear will be the responsibility of the Hirer.

No nails or screws shall be driven into walls, floors, ceilings, furniture, or fittings. Placards should not be affixed to any part of the premises. Any alteration to the school's lighting or heating systems is strictly forbidden.

School furniture (other than chairs/desks in the hired accommodation) and equipment shall not be moved, except by prior arrangement.

After use, the Hirer must leave the premises in a clean, tidy, and safe condition. All the Hirer's property should be removed, appliances and lighting switched off, windows/doors shut. Should the facility not be left in a clean and tidy state, the School reserves the right to bring in the necessary cleaning staff and charge their costs to the Hirer.

It is the Hirer's sole responsibility to control entry of all visitors at the external entrance allocated and to ensure that only those people known to them are allowed access to school premises. The entrance and any other external doors/gates that are unlocked must be controlled by responsible adults at all times during the period of the letting.

No function or class should extend beyond the hiring period unless special arrangements have previously been agreed with the School, failure to do so will be subject to an additional hourly charge.

No equipment or personal belongings may be left on the school premises unless written prior agreement has been obtained and then only at the owners risk.

The premises shall not be used for any purpose other than that for which agreement has been granted nor shall any areas of, or furniture/equipment in, the school but not included in the letting agreement be used without express permission; in such cases an extra fee may be payable.

### **Health and Safety**

The Hirer should familiarise themselves with the appropriate action to be taken in the event of fire or another emergency. They should know where extinguishers are located and how to use them, how to obtain assistance from the emergency services and the location of fire exits and this should form part of the Hirer's risk assessment. The Hirer is responsible for ensuring all corridors and fire escapes are clear and free from obstruction during the period of hire. The Hirer is also responsible for signing in and monitoring persons on site, so that in the event of a fire evacuation all persons can be accounted for.

The Hirer is responsible for providing first aid equipment and trained personnel and appropriate communications to contact the emergency services if required. Additionally, to familiarise themselves with the locations of defibrillators around the school site. The School will provide the Hirer with contact details of our site staff and confirmation of our address should the need to phone emergency services arises.

The Hirer may not bring onto the premises their own electrical appliances without prior approval from the Site Team nor bring onto site any flammable or explosive materials.

## **Standards and Safeguarding**

The Hirer and employees, if supervising children or vulnerable adults, will have a current DBS (Disclosure and Barring Service) check. Confirmation of which must be ticked on the booking form. If children are present, adults must directly supervise them at all times and be familiar with the Government guidance on '[Keeping Children Safe in Out-of-School Settings](#)'. The School's policy on Child Protection is available on the website and should be viewed as a matter of course.

## **Licences**

The Hirer shall obtain the necessary licence from the appropriate authority for undertaking any of the following activities within Hillview School for Girls: performance of a play, cinematography exhibition, public dancing, singing, films, playing music or other public entertainment. All the necessary measures should be taken to fulfil the conditions of the licence and if a Temporary Event Notice is required, this must be established in advance. The Hirer indemnifies the School against any breach of these conditions.

## **Parking**

Car parking is permitted in designated areas on the School premises, subject to availability.

Vehicles should not be allowed on the playing fields and no parking which restricts the caretakers' or emergency services access will be permitted. Parking on the roadway where double yellow lines are displayed is not permitted. Control of parking is the responsibility of the Hirer. No responsibility can be taken by the school for any damage to vehicles sustained whilst in the school grounds. Any damage or theft to cars is entirely at the owners' risk.

## **Lost Property**

The School accepts no responsibility or liability for the damage or loss of equipment or personal belongings which occur during the period of hire and between periods of hire for regular Hirer's.

## **Termination of contract**

In the case of regular Hires, each party reserves the right to terminate this Agreement giving the other party one term's notice in writing. In the event of a breach of the terms of this Agreement by the Hirer or concerning public safety including any failure to implement an adequate risk assessment of the Hire, the School may terminate this Agreement with immediate effect. The School's decision to terminate under the above conditions shall not give rise to any claims for damages or otherwise by the Hirer.

## Appendix C

### HIRE CHARGES (Private User)

#### Theatre

<b>WEEKDAY</b>	<b>Per Hour</b>
Without Technician	£35.00
With Technician	£55.00
<b>SATURDAY</b>	
Without Technician	£45.00
With Technician	£65.00
<b>SUNDAY</b>	
Without Technician	£45.00
With Technician	£65.00

All prices are exclusive of VAT.

### PERFORMANCES

All performance charges include:

- One (four-hour) free technical session.
- Venue Management support during performances
- Provision of venue's own fully trained FOH team
- Full use of light and sound equipment
- Printing of tickets
- Get-in and get-out (fit-up and strike) sessions

<b>PERFORMANCES</b>	
One Night	£450
Two Nights	£750
Three Nights	£950
Four Nights	£1050
Additional Technical Session	£150

<b>ROOMS AVAILABLE FOR LET</b>	<b>Per Hour</b>
Sports Hall	£30
Dance Studio	£25
School Hall	£30
Classroom	£20
ICT Room	£25
Netball Court	£30
Tennis Court	£30

# **PROCEDURES - MINIBUS**

## **Appendix D**

### **GENERAL ADVICE TO THE DRIVER**

In addition to the Rules of the Highway Code the driver should:

- Be satisfied that the vehicle is in a roadworthy condition before and throughout the journey.
- Be clear about the route to be followed.
- Ensure that all students are wearing seat belts and remain seated whilst the minibus is in motion.
- If the minibus is not full to capacity with passengers, ensure that the rear seats of the vehicle are left unoccupied.
- Park so that students alight on the footway and not on the carriageway.
- If students have to exit by the rear of the minibus, then ensure that an adult supervises this operation.
- Instances of indiscipline must not be tolerated. Offenders should be firmly dealt with at the time so that they are left in no doubt as to the unacceptable nature of their behaviour. The Head Teacher, or senior member of staff, should be kept fully informed about any serious instances of indiscipline.
- Ensure that you know how to use the fire extinguisher.
- Ensure that there is no smoking or vaping in the vehicle.
- Ensure that no alcohol is consumed by anyone involved in the journey prior to, or during the course of the journey.

### **CODE OF CONDUCT FOR STUDENTS**

- Do not rush or push when entering or leaving the vehicle.
- Find a seat quickly and quietly. If the minibus is not full to capacity, leave the rear seats of the vehicle unoccupied.
- Place any luggage where it will not block access to the doors at the rear and sides of the vehicle.
- Wear seat belts.



- Only speak to the driver when he/she is not driving or in an emergency. Remember – excessive noise, loud radios etc. can distract the driver.
- Wait until the vehicle has stopped before getting up to leave.
- Make sure that you have all your belongings when you leave the bus.
- Do not drop litter.
- If the vehicle breaks down, or is involved in an accident, follow the instructions given to you by the driver.
- Behave sensibly and safely at all times.

### **STUDENTS WITH SPECIAL EDUCATIONAL NEEDS**

- Adequate supervision, including the use of escorts, should be provided for all journeys.
- Drivers and escorts will be made aware of any disability a student has, and any difficulty he/she might have as a result.

## **Appendix E**

### **MANAGEMENT RESPONSIBILITIES FOR THE MINIBUS**

- To ensure only those people on the approved list of drivers drive the minibus.
- Check the minibus regularly against the agreed checklist.
- Ensure that the minibus is regularly serviced with a reputable organisation and to maintain service records and obtain a valid MOT certificate.
- Ensure that the vehicle is appropriately insured including cover for all third party liabilities.
- Ensure a full set of documentation is kept in the vehicle including check sheets and accident forms.
- Ensure that the vehicle is checked at a garage within 24 hours after being involved in an accident.
- Ensure that the small tool kit, replacement light bulbs, first aid kit and fire extinguisher are available within the vehicle.
- Ensure a full Breakdown /Rescue service is available with details of contact telephone numbers and are kept in a prominent place on the Minibus.
- Ensure a school mobile telephone is made available to the driver for emergency use only.
- Keep the interior and exterior of the vehicle clean and tidy.

## Appendix F

### DRIVERS' RESPONSIBILITIES FOR THE MINIBUS

- May only drive the minibus if they are on the current authorised driver list, which is updated at the start of each academic year.
- Report any convictions, endorsements or medical conditions which may impair driving ability to the Headteacher immediately.
- Check the safety of the vehicle against the pre-journey checklist before setting off.
- Report any defects in the Record Sheet and in person to the HR Manager.
- Respond immediately to a vehicle defect which may cause an infringement in the law.
- If involved in an accident complete the official accident form. Follow the Highway Code at all times.
- Never admit liability for an accident.

*In the case of a breakdown or accident, ensure the Emergency services are contacted without delay.*

- Ensure that gangways and doorways are kept clear at all times.
- Ensure all passengers wear seat belts.
- Take personal responsibility for all traffic offences.
- Not engage in activities which may distract attention from driving especially the use of hand held mobile phones.
- Not drive in convoy.
- Ensure that the minibus is not overloaded, nor carries more than the permitted number of passengers at any one time.
- Ensure that the minibus is used strictly according to the terms of this policy.
- Ensure that the minibus is returned with the same amount of diesel as present on departure.
- A list of students who are taking the trip must be handed into the school office prior to journey.

- In line with the main school policy smoking is not permitted by anyone at any time in this vehicle.
- Flammable substances must not be carried in this vehicle (ie gas canisters, petrol cans etc) except with prior agreement with the DFA.
- The consumption of alcohol in this vehicle is forbidden as is the carriage of open containers of alcohol.

## Appendix G

### DRIVER DEFECT REPORT (to be completed before the journey)

<b>Driver's Name:</b>	<b>Date:</b>
<b>Vehicle Registration Number:</b>	<b>Mileage:</b>

Daily/Shift Checklist (tick or cross)			
Fuel / Oil Leaks		Lights	
Mirrors		Tyres	
Wipers		Oil/Coolant	
Washers		Indicators	
Steering		Doors	
Seat Belts		Horn	
Excessive Engine Exhaust Smoke		Registration Plates	
Warning Lights		Condition of Body Work	

<b>Defects Found</b>
<b>Action Taken</b>

**Name:**

-----

**Signature:**

-----

---

**Date:** -----

## Review of Policy

The trustees will review the policy every third year but the scale of hire charges for the forthcoming year will be reviewed and updated annually in July.

### **Hillview Trustees' Premises Management Policy**

Main compiler:	Alison Newman
Date of approval by trustees:	July 2003
Latest Update	February 2024
Consulted:	Site, Building and Finance Staff
Anticipated review date:	February 2025
DDA Quality Check	