

Premises hire policy

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PURPOSE	Policy to determine the academy's policy on the hiring of school premises and charging of such.
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1. Aims

We aim to:

- Make sure the school's premises and facilities can be used, where appropriate, to support community or commercial organisations
- Allow the hiring of the premises without using the school's delegated budget to subsidise this
- Charge for the use of the premises to cover the costs of hire and, where appropriate, raise additional funds for the school
- Not let any hiring out of the premises interfere with the school's primary purpose of providing education to its pupils

2. Areas available for hire

2.1 Available areas

The school will permit the hire of the following areas:

- School hall
- Library
- Drama studio
- Classrooms
- Playgrounds
- Ceramic / DT areas
- Sports pitches

2.2 Capacity and charging rates

The capacity and rates for hiring each area are as follows:

AREA	CAPACITY	COST
School hall	Capacity for events in this area is 240	Hire rate is £18.50 per hour
Library	Capacity for this room is 140	Hire rate is £15.00 per hour
Classrooms	Capacity for this room is 30	Hire rate is £15.00 per hour
Sports pitches		£25.00 per fixture
Drama Studio	Capacity for this room is 120	Hire rate is £15.00 per hour
Ceramic / DT rooms	Capacity for these specialized rooms is 24	Please contact school to discuss requirements and hire charges
Playgrounds		Hire rate is £8.00 per hour
Insurance (if no policy is held by hirers)		Additional 12% of total booking
Weekends and unsociable hours		After 9.00 p.m. +£15.00 per hour Saturdays +50% Sundays +100%
Cleaning after event		Please contact school to discuss requirements and charges
Catering requirements		Please contact school to discuss requirements and hospitality charges
Refundable deposits		These are requested for licensed events to the value of £150 and are refunded immediately upon inspection of the premises after the hire.

3. Charging rates and principles

3.1 Rates

The rates for hiring out different areas are listed in the table in the section above. We may decide that certain organisations or activities can use the premises for a reduced rate, or free of charge, if it supports the core aims of the school.

3.2 Cancellations

We reserve the right to cancel any agreed hiring with a minimum of 14 days notice. A full refund will be issued if we do cancel a hire. The school shall not be liable for any indirect or consequential losses, including (without limitation) any loss of profits, loss of business or the loss of any revenue arising out of the cancellation of any hire.

The hirer of the premises can cancel any hire with a minimum of 3 days notice. If less notice than this is given, the licensee shall not be entitled to a refund.

3.3 Review

The revenue raised from hiring out will be reviewed by the governing body and will be fed into the school's financial reporting, to ensure best value is being achieved.

4. Application process

Those wishing to hire the premises should fill out the hire request form, which you can find in appendix 1 of this policy, and read the terms and conditions of hire set out in section 5.

The hirer should fill out and sign the hire request form and submit it to the school office. Approval of the request will be determined by the Director of Business & Finance.

If the request is approved, we will contact the hirer with details of how to submit payment and make arrangements for the date and time in question. We will also send on details of the emergency evacuation procedures and other relevant health and safety documents. The hirer will also need to provide proof of their public liability insurance (minimum £5,000,000 cover).

We reserve the right to decline any applications at our absolute discretion, in particular where the organisation does not uphold the values of the school, or reputational damage may occur.

5. Terms and conditions of hire

The following terms and conditions must be adhered to in the hiring of the school premises. Any breach of these terms will result in cancellation of future hires without refund.

1. "Hirer" means the person or entity identified in the relevant hire request form.
2. The hirer shall pay the full amount as stipulated by the school, and shall not be entitled to set off any amount owing to the school against any liability, whether past or future, of the school to the licensee.
3. The hirer shall occupy the part(s) of the premises agreed upon as a non-exclusive licensee and no relationship of landlord and tenant is created between the hirer and the school by this licence.
4. The hirer shall not sub-licence any of the premises under the licence.
5. The hirer shall not use the premises for any purpose other than that agreed upon in the licence, as set out in the hire request form.
6. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the licence.
7. The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.
8. The hirer shall be responsible for all matters relating to health and safety and shall be responsible for those in attendance during the specified time and must take out its own public liability insurance with a reputable insurer approved by the school and, where requested by the school, shall provide a copy of the relevant insurance certificate no less than 10 days before the start date of the licence.

Any portable electrical equipment to be used must have a current PAT test certificate.

The hirer must ensure they are aware of the fire exits and the fire and emergency evacuation procedures. The hirer is required to take any precautions necessary to ensure the safety of those attending during the hire period, including ensuring the means of escape from fire are not blocked or impeded.

The hirer will immediately inform the school of any emergency, accident or serious incident that occurs during the hire period by telephoning the school emergency contact. The hirer is responsible for reporting any incident to the Health and Safety Executive.

9. The hirer shall not conduct, nor permit or suffer any other person to conduct, any illegal or immoral act on the premises, nor any act that may invalidate any insurance policy taken out by the school in relation to the premises.

10. The hirer shall indemnify and keep indemnified the school from and against:
 - a. any damage to the premises or school equipment;
 - b. any claim by any third party against the school; and
 - c. all losses, claims, demands, fines, expenses, costs (including legal costs) and liabilities, arising directly or indirectly out of any breach by the hirer of the licence or any act or omission of the hirer or any person allowed by the hirer to enter the premises
11. Save that nothing in the licence shall exclude or limit either party's liability for personal injury or death arising from the negligence of either party or any other liability that cannot be excluded by law, the school shall not be responsible for any losses of a direct or indirect nature, and its maximum liability to the hirer shall not exceed the total fees paid or to be paid to the school by the hirer under the licence.
12. Any cancellations by the hirer received with less than 3 days notice will not be refunded.
13. Any cancellations by the school made with at least 14 days notice will not be refunded.
14. The hirer will leave the premises in the condition it was found in, leaving the area clean and tidy and not leaving any of their own equipment behind. A refundable deposit may be requested for some events and may be withheld if, after inspection, the premises is not in the condition it was found in prior to hire.
15. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without the prior written agreement from the school.
16. If the hirer breaches any of the terms and conditions the school reserves the right to terminate the licence and retain any fees already paid to the school, without affecting any other right or remedy available to the school under the licence or otherwise.
17. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
18. The hirer will acquire all appropriate additional licenses for any activities they are running, including those required for use of any third party intellectual property.
19. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running and providing the school with a copy.
20. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
21. The school's premises hire policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation letter issued by the school shall apply to and are incorporated in the licence.
22. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
23. The school and the hirer irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising from this licence.

6. Safeguarding

We are dedicated to ensuring the safeguarding of its pupils at all times.

Hirers providing services to children must have policies and procedures in place to ensure children's safety and any Risk Assessments and DBS certificates required by the hirer must be supplied to the school upon request.

At an event where the number of children is likely to exceed 100, the hirer must ensure that a sufficient number of adults are stationed to prevent more children being admitted, to control the movement of the children and to take all reasonable precautions for the safety of the children as required by the Children's and Young Person's Act 1933

If there is a chance that those hiring the premises will come into contact with pupils, for example if the hire occurs during school hours, or when pupils may be present in the school (during after school clubs or extra-curricular activities), we will ask for confirmation that the hirers have had the appropriate level of DBS check.

Appendix 1 – Booking form for premises hire

(Please use BLOCK CAPITALS)

Name of Hirer (person, body, association, limited company)							
Address of Hirer							
Contact Number(s)							
Email Address							
Purpose of Hire							
Attendees		Total No		No. Adults		No. Children	
Single Booking		Date of booking		Start time		End time	
Block Bookings		Frequency / Days					
		Start Date				Start time	
		End Date				End Time	
<i>Booking times must allow sufficient time for preparation and clearing away before and after the event.</i>							
Facility Required		School Hall <input type="checkbox"/>			Library <input type="checkbox"/>		
Classroom <input type="checkbox"/>		Sports Pitches <input type="checkbox"/>			Drama Studio <input type="checkbox"/>		
Ceramic / DT rooms <input type="checkbox"/>		Playground <input type="checkbox"/>					
Equipment Required							
Other arrangements							
<i>The school does not provide any warranty that the Premises, facilities and equipment provided are suitable for the intended purpose of the hire. The hirer is required to satisfy themselves that their requirements are met and the facilities are fit for purpose.</i>							
Will refreshments be served?				Yes <input type="checkbox"/>	No <input type="checkbox"/>		
Will alcohol be consumed?				Yes <input type="checkbox"/>	No <input type="checkbox"/>		
If yes, will the alcohol be served or sold?				Served <input type="checkbox"/>	Sold <input type="checkbox"/>		
<i>If permitted by the school, the relevant licence must be obtained for all events that will involve the sale of alcohol, gambling and public entertainment.</i>							
I have read and accept the terms and conditions of hire and I confirm that I am over the age of 18							
Signed (Hirer):							
Full Name:							
Date:							

You will be sent confirmation of whether this application has been accepted or rejected by post or email. No letting will be regarded as booked until the deposit and booking fee is received in full and the hire agreement has been signed by the hirer and school.

Please return this form to: Miss G Barrett, Bridgnorth Endowed School, Northgate, Bridgnorth WV16 4ER

gbarrett@bridgnorthendowed.co.uk

(School Use Only)

This application for premises hire is: ACCEPTED / REJECTED

Signed:

Position:

Date:

Evidence of own insurance cover supplied and approved	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
If no , include Schools insurance cover	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Does the hire involved working with children / young people	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
If yes , has the school followed their safeguarding procedures	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Deposit required for this event	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

Appendix 2: Confirmation of licence template letter

Dear [contact name]

Thank you for submitting your hire request form to us.

We're pleased to say the area you've requested is free on the date(s) and time(s) of your request and we'd be happy to grant a non-exclusive licence to you to use the area for the purpose set out in your request form, subject to the enclosed terms and conditions/terms and conditions already provided to you.

Based on the length of time and area requested, the full amount for the hire will be [insert amount]. You can pay us by [insert payment method(s) and details here]. We request full payment of the fee by [insert date]. We'll also require you to submit to us proof of your public liability insurance and that any electrical equipment to be used has been tested by an approved electrical contractor.

For this hire you are required to pay a refundable deposit of £150.00, please refer to terms and conditions number 14.

We've provided with this confirmation details of emergency evacuation procedures in the event of a fire/similar emergency. Please make sure you're familiar with these before the date of hire. You will provide the school with copies of your event risk assessment at least 10 days prior to the booking (remember consideration needs to be given to first aid and emergency evacuation designated personnel).

You can contact Miss Gemma Barrett, gbarrett@bridgnorthendowed.co.uk with any questions about hiring the premises.

You may wish to have an additional 'out of hours' contact/contact details for when the hire is happening if the person is hiring the premises outside of school hours, unless you plan to have a member of staff on site to support with any issues.

Kind regards,

[staff member]