



PREMISES HIRE POLICY

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Reviewed by:	Operations Manager
Approved by:	Local Governing Body

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1. Aims and scope

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
- Hire out facilities in a way that is safe, following government guidelines and the school's risk assessment(s)

2. Areas available for hire

2.1 Available areas

The school will permit the hire of the following areas:

- Sports hall
- Playing fields

2.2 Capacity and charging rates

All capacity numbers below will be subject to the latest government guidance. The maximum capacity and rates for hiring each area are as follows:

AREA	CAPACITY	COST
Sports hall	60 people	Dependant on use and time of day/evening
Main hall	185 people	Dependant on use and time of day/evening
Playing fields	n/a	£10 per hour

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.

We may decide to impose an additional cleaning fee on top of the hiring rates. The hirer will be made aware of the cost of the cleaning should it be deemed necessary due to the nature of the hire.

3.2 Cancellations

We reserve the right to cancel any agreed hiring with a minimum of 7 days' notice. The Academy reserves the right to cancel without notice in exceptional circumstances. In such circumstances the hire fee will be refunded in full.

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 7 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 Operations Manager 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 I 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 the Operations Manager.

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 its public liability insurance.

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, reputational damage may occur, or the activity does not adhere to the latest government safety advice.

Our terms are full payment at least 7 days prior to the booking/event. Payment can be made by cheque or BACS payment.

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.
9. The hirer 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.
10. 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.
11. 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
- 12. 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.
- 13. Any cancellations by the school made with at least 7 days' notice will be refunded.
- 14. Any cancellations by the hirer received with less than 7 days' notice will not be refunded.
- 15. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
- 16. The hirer will read the academy's Child Protection and Safeguarding Policy and adhere to all safeguarding procedures within.
- 17. The hirer will ensure that all persons within the group likely to have contact with children have been subject to enhanced Disclosure and Barring Service checks.
- 18. 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.
- 19. The hirer will clean the premises at the end of the hire period and leave it in the same clean state found at the start of the hire period.
- 20. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior written agreement from the school.
- 21. 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.
- 22. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
- 23. The hirer will acquire all appropriate additional licences for any activities they are running, including those required for use of any third party intellectual property.
- 24. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running.
- 25. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
- 26. 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.
- 27. The academy will use onsite CCTV to monitor events and identify incidents occurring during the hire period.
- 28. Keys or swipe cards will not be passed on to any other hirer or other person.
- 29. Hirers will be given an emergency contact number in the case of an emergency or security breach.
- 30. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
- 31. 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. Health and Safety

6.1 Risk assessments

The Hirer will be required to provide a copy of their own risk assessment detailing how they will be operating within the guidelines provided by the Government for their activity. They must ensure the legality and competency of person(s) carrying out the activities and using equipment. The risk assessment will be kept on file and the hirer should inform the school of any updates to this document.

The Site Manager and Operations Manager will carry out risk assessments for the suitability of the site and will share these with the hirer.

The hirer must be able to evidence that all staff/coaches are appropriately qualified and that all qualifications are up to date.

6.2 First aid

The hirer must ensure that any accidents during the period of the hire are recorded with the Operations Manager, even in the case of unattended hires.

- At least one member of the group should be a qualified first aider
- It is the hirer's responsibility to provide their own first aid kit and supplies to attend to injuries
- The hirer must notify the Operations Manager at the first opportunity in the event of a serious accident and then complete the academy's F-45 Accident and Incident Notification.

6.3 Fire procedure

In line with our fire evacuation plan, the hirer should ensure:

- They keep a register of people in their group
- Familiarise themselves with the fire evacuation plan, fire evacuation routes, and fire assembly point.
- Ensure they have made sufficient arrangements to evacuate those less mobile in their group
- Share the evacuation plan and assembly point with others in their group

In the event of a fire, the fire alarm will sound, and the premises evacuated immediately via the nearest fire exit and the group should make their way to the nearest assembly point. There they should await further instructions from the school leadership team/site team. The group should not re-enter the building until instructed to do so.

6.4 Equipment

It is the responsibility of the hirer to ensure that their instructors/leaders have been fully trained in the use of any equipment to be used during the hire.

The group shall ensure that any electrical appliances brought onto the premises are in safe working order, are used in a safe manner and have been tested in accordance with current safety portable appliance testing requirements, with a successful PAT test in the last 12 months.

Hirers wishing to prepare food and drink should seek permission from the academy in advance. The hirer must evidence food and drink will be prepared in line with current food and hygiene regulations. Furniture and fittings shall not be removed or interfered with in any way, unless permission has been granted in advance of the hire. In the event of any damage to premises or property arising from the hire, the hirer shall pay the full cost of any repair or replacement required.

6.5 Disposal of waste

The hirer must comply with the school's arrangements for disposal any rubbish or waste materials.

6.6 Animals

Except in the case of trained guide dogs for the blind and hearing dogs for the deaf, animals are not permitted on the school premises.

6.7 Smoking

The site is a no smoking site. Smoking (including the use of e-cigarettes) is not permitted on the academy site. Open fires and flames are not permitted.

6.8 Alcohol

The Licensing Act 2003 controls the sale and supply of alcohol. Alcohol is not permitted to be bought, sold or consumed on any part of the premises without the explicit consent of the Principal/governing body. Written consent must also be obtained from the Principal/governing body prior to seeking any Temporary Event Notice (TEN) for the sale of alcoholic liquor from the local Licensing Authority. All evidence of alcohol must be removed from the premises at the end of the hire.

6.9 Vehicles and bikes

The car park is available to hirers and their group for the hire period. However, the academy will not accept responsibility for any loss, damage or accident that may occur.

The bike rack is available to hirers and their group for the hire period. However, the academy will not accept responsibility for any loss, damage or accident that may occur.

All users should vacate the car park promptly at the end of the hire period.

7. Safeguarding

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

All hirers and their group will be provided with a copy of the academy's Child Protection and Safeguarding Policy.

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

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

The hirer will be required to have appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide copies of these policies on request to the school. They shall ensure that where the hiring involves activities aimed predominantly at children that they themselves and those persons likely to have contact with children have been subject to enhanced Disclosure and Barring Service checks. The academy reserves the right to require the hirer to produce evidence that enhanced DBS checks have been carried out on all person and to review child protection policies and procedures and to impose any additional requirement they consider appropriate in connection with the booking. If, for any reason, the school is not satisfied, then the school reserves the right to reject/cancel the hire.

The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact:

- Julie Swatton, Operations Manager – jswatton@wgacademy.org.uk /01465 405200 extension 2009, and/or
- Teresa Pendleton, DSL – tpendleton@wgacademy.org.uk /01476 405200 extension 1028

An application for hire will not be approved if it is deemed to:

- Promote extremist views
- Involves the dissemination of inappropriate materials
- Contravenes the statutory Prevent duty
- Is likely to cause offence to public taste and decency

The Principal will file an incident report form if they have reason to believe that the letting has been used for political purposes not previously authorised, the dissemination of inappropriate material or any other purpose that contravenes the Prevent duty.

Where an individual group is found to be promoting views in contravention of the trust's Prevent duty, the person or group is guilty of an offence, under the Education Act 1996, the Academy will contact the police/school security who will remove the person or group from Academy premises.

All hirers will read and review the Academy's Child Protection and Safeguarding Policies.

Children under the age of 18 years must be supervised/chaperoned at all times. Children and adults must remain within the areas hired.

No photos or videos shall be shown or taken within the academy premises without the academy's prior consent.

The hirer must sign a key agreement (appendix 3) prior to the hire and must not pass keys or swipe cards to any other hirer or person.

8. Complaints

When handling complaints lodged against hirers, the academy reserves the right to take action depending on the nature of the complaint in the following stages:

- Verbal warning – will be issued to hirer about their conduct and they will be warned that repeated offences will result in the hire being suspended pending review
- Second verbal warning and written first warning – the letter will detail the academy's zero-tolerance towards the inappropriate behaviour.
- Final written warning – the hire will be cancelled for a period of two months and will only be reinstated following an apology in writing and review of the hire by the Principal/governing body.

9. Monitoring arrangements

We will review and update this policy when the guidance on which it is based changes or two-yearly, whichever is the soonest.

Appendix I: Hire request form

Before filling out a request form, please familiarise yourself with our terms and conditions for the hire of our premises and our rates of hire. If you have any questions, please contact Julie Rickerby, Operations Manager.

Name of applicant/organisation and company number (where applicable)	
Applicant contact details	Address: Phone no: Email address:
Preferred method of contact	
Purpose/activity of organisation Please attach evidence of qualifications	
Part of the premises requesting to be hired	
Date and time of first hire	
Is this a recurring request, or one off? If recurring, indicate the frequency and number of occurrences (e.g. weekly, 10 weeks)	
Number of expected participants in the activity	
Additional equipment you will require from the school (please note we may not always be able to provide this but will inform you where this is/is not possible)	
Additional equipment you will be providing yourself	
Will you be working with children?	

If yes, confirmation and details of the safeguarding and child protection arrangements you have in place. Please also attach a copy of your Child Protection Policy and evidence of staff who have enhanced DBS clearance	
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By signing below, I agree to the terms and conditions set out in the school's premises hire policy.

Name _____ Date _____

Signature _____

Please return this form via email to jrickery@wgacademy.org.uk. We will be in touch to inform you if your application is successful, and if so details of the full cost and documents that will need to be shared.

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 terms of the academy's Premises Hire Policy.

Based on the length of time and area requested, the full amount for the hire will be [insert amount, and where relevant, explain that this includes an additional cleaning fee]. 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
- Proof of safeguarding, DBS clearance, policies and training
- Proof of qualifications and training relevant to your hire
- A copy of your risk assessment

We've attached the following documents:

- Details of emergency evacuation procedures in the event of a fire/similar emergency
- Child Protection Policy
- Health and Safety Policy
- Whole school risk assessment and risk assessment specific for the area of your hire

Please make sure you're familiar with these before the date of hire. You can contact me with any further 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 provide support with any issues.

I would be grateful if you could please sign and return a copy of this letter to confirm you are in acceptance of the terms of this hire as per our Premises Hire Policy.

Yours sincerely

Julie Swatton
Operations Manager

.....

I confirm that I am in acceptance of the terms of the hire of: **INSERT DETAILS OF AREA HIRED, DATE, COST ETC.**

By signing this agreement, I acknowledge that I have read, understood and agree to the terms of the Academy's Premises Hire Policy.

Signed
Name
Date

Appendix 3

I confirm that I have accepted the keys to for the purpose of access to (please specify):

- Playing fields
- Car park
- Other, please specify areas

I understand that the loss of these keys will result in the need to replace the external gate lock and keys, the cost of which will be up to £250, and for which I will assume liability.

I confirm that these keys will be used to access the areas stated above and will only be used by myself for the purpose detailed below:

.....

I confirm that I understand that I should not pass these keys to any other hirer or person and should a second set be required for my hiring group I should apply for and complete a second key agreement form.

By signing this agreement, I acknowledge that I have read, understood and agree to the terms of the Academy's Premises Hire Policy.

SIGNED (person receiving keys).....

NAME.....

DATE

SIGNED (person distributing keys)

NAME.....

DATE