

East Bridgford St Peter's C. of E. Academy Premises Hire Policy



“Together in Achievement”

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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 activities
- 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
- Make sure that the facility of wraparound care is available for all pupils

2. Areas available for hire

The school will permit the hire of the following areas:

- School hall (Capacity is 300 when empty / 170 adults with stage or seating)
- Classroom/Maddison Room (for wraparound care)

3. Charging rates and priority usage

3.1 Priority Usage

The Governors have adopted the following categories of priority user:

- **Statutory users**
- **Designated users** – The governing body has delegated their power to determine designated status to the Head teacher who will exercise discretion on their behalf and determine applications. The outcome of such decisions shall be reported to the governing body each term. The Head Teacher will arrange for a list of approved organisations to be maintained. This does not preclude the Head teacher from referring sensitive applications to the full governing body at his/her/their discretion.
- **Private users**

3.2 Charging

Statutory users	No charge
Designated users	£12 per hour, or part thereof. Discounts may be available at the discretion of the Head Teacher e.g. for community groups
Private users	£25 per hour plus caretaker's fee if required

Governors will review rental agreements and charges annually.

3.3 Cancellations

We reserve the right to cancel any agreed hiring with a minimum of 10 days' notice. A full refund will be issued if we do cancel the 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.

Cancellation of any letting should be received 10 days' prior to the booking. The normal charge shall be made if the school has not been notified with adequate notice.

3.3 Review

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

4. Method of Application

Those wishing to hire the premises should fill out the 'Application for use of premises', (appendix 1) and read the terms and conditions of hire. Applications for lettings should be made to the school office.

All hirers must state the purpose of the hire. The purpose of each application for hire will be checked.

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. Conditions of hiring

The hirer shall not use the premises for any purpose other than that agreed upon in the licence, as set out in the application for lettings form.

Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the licence.

The hirer will comply with the terms & conditions of hiring which are issued with the 'Application for use of premises'.

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.

The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.

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. The hirer will complete the lettings register confirming date and times of entry (Appendix 3). This can be found at the reception desk in the lettings folder and should remain for office staff to check and file the following working day.

The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency. The hirer will arrange with the Site Manager to carry out two fire drills annually.

It is the responsibility of the hirer to make their own first aid arrangements, such as provision of a first aid kit, and the provision of first aid training for supervising personnel.

The hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running.

There shall be no smoking/vaping permitted in or around the school, no animals brought onto the premises and nothing which could be considered as being inconsistent with the primary purpose or ethos of the school.

The hirer shall observe the maximum capacity rules of the part of the premises being hired and not allow this to be breached.

It is considered essential that all electrical equipment being used on school premises be PAT tested.

The hirer is responsible for arranging 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 of the licence.

The hirer shall meet the cost of making good all damage caused to premises or other property and shall indemnify both the school and against all costs, charges, claims and demands for injury, loss or damage to persons or property.

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.

It is the hirer's duty and responsibility to respect the rights and property of the school's neighbours and ensure that good behaviour is maintained at all times.

The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior written agreement from the school.

The hirer will, at all times, respect school property and equipment and 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.

The hirer will acquire all appropriate additional licences for any activities they are running. This will include, as applicable, licences for the sale and consumption of alcohol, compliance with copyright legislation and gaming and lotteries licence

The hirer shall comply with all applicable laws and regulations relating to its use of the premises.

The school's lettings policy and the relevant 'Application for use of premises' form submitted by the hirer apply to and are incorporated in the licence.

6. Safeguarding including preventing terrorism and radicalisation

The hirer shall ensure that where a letting involves children, they have appropriate safeguarding and child protection policies and procedures in place.

It is the responsibility of the hirer to ensure all persons who have contact with children, have been subject to Enhanced Disclosure and Barring Service (DBS) checks.

The school reserves the right to require the hirer to produce evidence that enhanced DBS checks have been carried out on all persons and to review their safeguarding policies and procedures.

The hirer should provide the following information with the 'Application for use of premises' form:

- The ratio of adult instructors supervising children
- The qualifications of those instructors are appropriate for the activity undertaken
- Details of enhanced DBS and Barred list check for all adults in regulated activity with children
- Proof of identity of all adults
- Copy of current safeguarding policy
- Safeguarding lead

If for any reason the school is not satisfied, they reserve the right to cancel any letting and there shall be no liability to the hirer other than to refund any hiring fee or deposit paid.

All bodies, organisations or individuals using / leasing the school premises for private lettings / activities must be aware of their safer working responsibilities and emergency contact numbers.

Emergency contacts for social care

To report a safeguarding concern during the day (including school holiday periods) please contact the **MASH on 0300 500 80 90**

For out of office hours

Monday to Thursdays between 4.30pm - 8am

4pm Friday to 8.30am Monday, or Bank Holidays please phone our **Emergency Duty Team on 0300 456 4546**.

If a person is in immediate danger call 999.

Emergencies could include:

- You suspect a child is being abused
- You suspect a vulnerable adult is being abused
- You come across someone who seems to be having a mental health crisis

All hirers should also read the school's safeguarding policies and procedures ([see the school website](#)), ensuring that they understand them fully prior to the commencement of any booking.

The school complies with the Prevent Duty and will not hire school premises or facilities to groups that have extreme ideologies, viewpoints or links.

The hirer must not use, permit or allow rooms/site to be used for any extremist or terrorist activities or for the dissemination of extremist views or materials. Any suspicion of the above could be reportable under the statutory Prevent duties/current legislation.

Whistleblowing

Please refer to the [ASPIRE Whistleblowing policy](#).

The NSPCC helpline is available for free advice and support on 0808 800 5000/ help@NSPCC.org.uk if you have concerns about how child protection issues are being handled.

Appendix 1: Application for Use of Premises

Before filling out a request form, please familiarise yourself with our terms and conditions for the hire of our premises (see section 5 and appendix 2) and our rates of hire (see section 3). If you have any questions, please contact Kate Buckley (School Business Manager) on 01949 20226.

Name of applicant/organisation and company number (where applicable)	
Applicant contact details	Address: Phone no: Email address:
Purpose/activity of organisation	
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	

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 along with requested safeguarding information (*see section 6*) via email to office@st-peters.notts.sch.uk or to the school office at St. Peter's C of E Academy, Kneeton Road, East Bridgford, Nottinghamshire, NG13 8PG. 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: Terms & Conditions

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.
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 10 days' notice will not be refunded.
13. Any cancellations by the school made with at least 10 days' notice will be refunded.
14. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
15. 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.

16. 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.
17. 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.
18. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
19. 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.
20. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running.
21. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
22. 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.
23. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
24. 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.



Appendix 3: Lettings Register

Premises Please ensure the premises (including toilets) are left in a clean and tidy condition.	
Security Please remember to close windows, switch off lights and close doors behind you. Make sure when you leave that the exterior doors are securely locked and the alarm is set.	
Signed	
Name (please print)	
Date	
Time in	Time out

Please leave this form at the school office