



HILBRE HIGH SCHOOL HUMANITIES COLLEGE

HIRE OF PREMISES POLICY

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| Author: | Jane Doyle |
| Name of Committee approved: | Full Board |
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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 students.
- 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
- Gymnasium
- Drama studio G13/ G32
- Dance Studio
- Main Hall (dining areas available if required)
- Classrooms
- Playing fields

2.2 Capacity and charging rates

The following factors will be taken into account when considering the charges for hire:

Heating and lighting, cleaning, administration, caretaking, equipment hire, wear and tear.

| AREA | CAPACITY | COST |
|------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| Sports hall | Enter the capacity for the area here, clarifying the seating/standing difference where necessary | £35.00 per hour weekdays £38.00 per hour weekends |
| Main Hall | Enter the capacity for the area here, clarifying the seating/standing difference where necessary | £25.00 per hour weekdays £28.00 per hour weekends |
| Gymnasium | Maximum capacity seating 250 chairs (more add benches in dining room available) Maximum capacity standing only 400 | £23.50 per hour weekdays £25.00 per hour weekends |
| Playing fields | Dependent on the activity | £30.00 per hour weekdays £30.00 per hour weekends |
| Badminton Courts Tennis Courts outside x 6 Main Drama Theatre- G32 Dance & Drama Studio Orienteering | 4 adults per court 4 adults per court 50 seated, 70 standing Dance – 20 standing Drama- 30 seated, 50 standing | £14.00 (week) £15 (weekend) £18.00 (week) £20.00 (weekend) £23.50 (week) £25.00 (weekend) £23.50 (week) £24.00 (weekend) £40.00 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.

3.2 Cancellations

We reserve the right to cancel any agreed hiring with a minimum of 7 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 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 Board of Trustees annually 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 School business manager and the Senior Finance 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 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.
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 together with the completed hire application form.
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 5 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 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.

17. The hirer will clean away all their own rubbish, litter, waste, clean their own equipment and remove any waste packaging resulting from their own activities. An additional premises cleaning fee may be charged by the school if deemed necessary due to any cleaning requirements caused by the hire of facilities and nature of the activity. The school reserves the right to make an additional charge to the hirer in such circumstances.
18. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior written agreement from the school.
19. 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.
20. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
21. 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.
22. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running.
23. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
24. 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.
25. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
26. 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

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.

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 will be required to provide copies of these policies to the school's Designated safeguarding Lead for checking..**

The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact the school's DSL (Assistant Head teacher DWH) as soon as reasonably practicable.

7. Monitoring arrangements

We will review and update this policy when the guidance on which it is based changes or when this version of the policy otherwise stops being applicable.

Any updates to this policy will be shared with the full Board of trustees.

Appendix 1: 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, which you can find in sections 2 and 5 of this policy. If you have any questions, please contact School Finance Office Mrs Amanda Duckers -Senior Finance 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 | |
| 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 | |
| Number of children below the age of 14 years who will be attending the session? If there will be children on site, what will the ration of supervision be per adult / children? Will there be any | |

| | |
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| <p>children on site below the age of 5 years?</p> <p>If there will be children on site, do you have a designated safeguarding lead suitably qualified (Level 3)</p> <p>Confirmation and details of the safeguarding and child protection arrangements you have in place- copies will be required</p> | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|

By signing below, I agree to the terms and conditions set out in the school's premises hire policy and to abide by all the Child Safeguarding requirements set down by the Board of Trustees. Failure to provide any necessary proof of assurance; will result to this request not being approved.

Name _____ Date _____

Signature _____

Please return this form via email to financeoffice@hilbre.wirral.sch.uk or to the school finance office at Hilbre High School. 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 available 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 and conditions already provided to you.

Based on the length of time and area requested, the full amount for the hire will be.... You can pay us by **Bacs**. 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

➤ If dealing with children of the age 5 year up to 14 years then we will need:

Safeguarding Policy

Risk Assessment

Designated Safeguarding Lead name and proof of qualification

First Aider qualification

Adult to child ratio

We've attached the following documents:

- Details of emergency evacuation procedures in the event of a fire/similar emergency
- Health & Safety Specify any other documents you'll want to make sure the hirer is familiar with (e.g. health and safety policy)

Please make sure you're familiar with these before the date of hire.

You can contact the school finance office with any questions about hiring the premises if during the school day – 0151 625 5996 Out of Hours contact name.

There will be a school appointed lettings Officer on site for the duration of your hire period after school hours.

Kind regards,