

BLACKROD PRIMARY SCHOOL



Hire of Premises Policy

Approved by:

HR Finance H&S Committee

Autumn Term 2023

Next review due by:

Autumn Term 2024

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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:

- Hall
- Modular Building
- Classrooms
- Playing fields
- Forest Area

2.2 Capacity and charging rates

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

AREA	COST
Hall	£25 per hour Saturday Sunday £22 week days
Modular Building	£25 per hour Saturday Sunday £22 week days
Playing fields	£300 per annum per team
Forest School Area	£25 per hour Saturday Sunday £22 week days

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 at a reduced rate, 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 1 week notice.

If required a full refund will be issued on cancellation. 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 10 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 School Business 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 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 Headteacher/ School Business Manager.

If the request is approved, we will contact the hirer with details of how payments are made 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:

1. Public Liability insurance.
2. Safeguarding Policies and Procedures
3. DBS clearances (if required)
4. Risk Assessments

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

Our terms and conditions are set out in the Hire of Premises / Indemnity form attached to this policy. They must be adhered to in the hiring of school premises. Any breach of these terms will result in cancellation of future hires without refund.

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 shall provide copies of these policies on request to the school.

The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact our School Designated Safeguarding Lead (DSL) as soon as reasonably practicable. The contact details are displayed around School.

The hirer understands that if our school receives an allegation relating to an incident where an individual or organisation is using our school premises for running an activity for children, we will follow our usual safeguarding procedures and inform our local authority designated officer (LADO).

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 adopted by the governing board.

Appendix 1:



HIRE OF PREMISES APPLICATION

Please complete and return to School:

NAME OF ORGANISATION

NAME & ADDRESS OF APPLICANT

WHEN REQUIRED

eg

All Year /12 weeks

TIMES

Start Date:	Day(s)	Start Time	Finish Time

ANTICIPATED NUMBER OF PERSONS ATTENDING/ NUMBER OF TEAMS

DETAILS OF ACTIVITY

Please tick requirement(s)

Hall	Modular Build	Sports Field	Forest Area
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Please specify

Other:

Signed _____ Date _____

Office use only:

The use of the facilities above is agreed subject to the conditions outlined on the attached indemnity form and receipt of relevant documentation.

The application must be signed and returned to the Headteacher prior to booking.

CHARGES	PER HOUR	PER ANNUM

+ VAT where applicable.

Signed _____ Headteacher Date _____

BLACKROD PRIMARY SCHOOL

INDEMNITY FORM

I have read the School's Hire of Premises Policy for the use and hire of facilities at **Blackrod Primary School** and in consideration of you allowing us the use of the above named facility and of all necessary accessories on:

Timings	Start date	Regular days	Start time	Finish time

I/We hereby agree to indemnify you except in the case of accident, loss or damage caused by the negligent act or default of the Governing Board insofar as this cannot be required under the provisions of the Unfair Contract Terms Act 1977, from and against all actions, proceedings, damages, expenses, costs, claims and demands by any person or persons using, visiting or frequenting any part of the said facilities used by me/us during the above stated date/time for and in respect of any loss of property or damage or injury to person or property howsoever arising out of the use of the said facility by me/us.

Hirer's Name:	
Name of Organisation:	
Position:	
Hirer's Address / Contact Number	
Hirer's signature:	
Date:	
Witness' Name: (if signing on behalf of an organisation)	

Witness' Address / Contact Number	
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Definitions

In these regulations:

"Facility": any part of the school site.

"Governing Board": means the Governing Board of the School.

"Hirer": means the person signing the Application Form for the hire of accommodation and/or facilities in the school. Where a promoting organisation is named in the Application for Hire that organisation shall also be considered the Hirer and shall be jointly and severally liable thereon with the person who signs the form.

"School": means the School.

General Conditions

1. The charge for hiring the facility shall be according to the scale of charges set by Governing Board in the Hire of Premises Policy.
2. The Hirer shall indemnify the Council against any claim for or in respect of accident to loss of or damage sustained by any person or property on the School premises during such time as the School premises are in use by the Hirer, except in the case of accident, loss or damage caused by the negligent act or fault of the servant of the Governing Board acting as such or insofar as this cannot be required under the provisions of the Unfair Contract Terms 1977.

Signing the indemnity form is a condition of hire and no access to facilities is permitted until an indemnity form has been signed by the Hirer.

N.B. Indemnity means protection or insurance against injury, loss or damage. By signing this form you will be agreeing to compensate the Council for any injury, loss or damage suffered as a result of your actions. You may therefore wish to take out some public liability insurance in connection with the hiring.

3. Any damage done to the premises, fittings, fixture, toilets, accessories, or any other property of the School during the time it is used by the Hirer and not arising from the act or default of the servant of the Governing Board or a servant thereof shall be made good at the expense of the Hirer. Such damage must be reported to the School Site Manager before leaving the

premises. If a key Holder an email should be sent to the School office with full details of the damage. **lettings@blackrod.bolton.sch.uk**

4. The Governing Board reserve the right at all times to refuse or restrict entry to the School or any part of it. It also reserves the right to specify on what days and at what times entry to the School and the use of its facilities and equipment will be available, to declare facilities or equipment unfit for use and to decide opening and closing times of the School and each facility within it. The Governing Board further reserve the right to evict from the School any person refusing to comply with the Regulations, misbehaving themselves or in any way causing danger or annoyance to other persons.
5. The Hirer shall not use the facilities for any purpose other than that specified in this agreement.
6. The Hirer shall not sublet or allow other persons to use the facilities hired.
7. The Hirer acknowledges that the Governing Board through the Site Manager or any other authorised officer to enter upon the School and/or activity area at any time during the period of hiring and cancel the hiring forthwith in the event of the breach of any of the conditions written here or if they are of the opinion that the hiring is likely to be or is of an objectionable or undesirable character and may return any booking fee paid by the Hirer but in that event the Governing Board shall not be liable to pay any compensation to any person in respect of the cancellation.
8. The Hirer is responsible for maintaining acceptable standards of behaviour and noise levels both inside and in the immediate vicinity of the facility being used.
9. The Hirer must not place any advertisement in breach of any Act or other Statutory Regulation of Parliament or these Regulations. All posters and handbills advertising functions in the School must be of good standard and be approved by the School given in writing beforehand before being exhibited or distributed.
10. The Hirer must comply at all times from the time of signing the application form to the end of the period of hire with all statutory and other legal requirements and must not do or suffer any act to be done which may be or is illegal or unlawful.
11. Control of admission to an activity is the Hirer's responsibility throughout the period of hire. The Hirer must ensure adequate supervision to avoid disturbance.
12. The figures quoted by the Fire Officer for attendance at the School must not be exceeded.
13. The Hirer must ensure the presence of suitable persons to carry out proper supervision for all elements of safety.
14. The Hirer shall not during the period of hiring unless expressly authorised:
 - bring any food or drink or any dangerous or obnoxious substance into the School premises.

- bring or permit to remain in the premises any dog, except for Guide Dogs for the Blind or Hearing Dogs for the Deaf, or other animal.
 - sell or supply to other persons any goods of any description whatsoever.
 - permit gaming or any unlawful act to take place during the period of hire.
15. The Hirer will ensure that the accommodation and equipment used are left in a clean, tidy and orderly condition at the end of the period of use.
16. The Hirer must be satisfied that the facility and associated equipment is in good order prior to the commencement of any activity. Should there be cause for concern, it should be brought to the attention of the School Site Manager or equivalent.

Exits & Gangways

17. The Hirer shall ensure that all fire exit doors and gangways shall be kept free at all times of any impediment or blockage by chairs, tables or any other equipment.

Times

18. The activity for which any part of the School is hired shall commence and end at such times as may have been agreed beforehand. The proposed times of commencement and ending shall be stated in the application form and are to include preparation and clearing time.

Parking of Vehicles

19. Under no circumstances will the Governing Board accept any responsibility for the loss or damage to any vehicle or any article left there which may be brought or left within the precincts of the School. Vehicles may only be left in authorised areas and must not block fire exits, cause obstruction or impinge upon the safety of others.

Alterations, Fittings and Decorations

20. No alterations or additions shall be made by the Hirer to the lighting, heating, seating, gangways, fittings, fixtures or other arrangements in the School nor shall they provide any decorations, flags, emblems or posters without the consent of the School given in writing beforehand. No electrical wiring or electrical equipment or fastenings will be permitted to be fixed to any part of the building. The Hirer must not bring into the School any furniture, fittings, temporary erection, plant or equipment, except with the prior written consent of the Governing Board.

Broadcasting

21. The Hirer must not transmit or broadcast or permit to be transmitted a broadcast by telegraph, telephone, radio or any other means, any function except with the previous consent of the Governing Board given in writing beforehand.
22. If arrangements are to be made for broadcasting, relaying or televising any function, the consent of the Governing Board must first be obtained, and the School reserves the right to take part in any negotiations, to be a party to the terms and conditions of any agreement reached, and to share in any income and publicity derived.

Photography

23. No photographs or video film may be taken in the School for commercial purposes or press or public reproduction without the consent of the Governing Board given in writing beforehand.

Copyright

24. The Hirer shall indemnify the Governing Board against all claims, demand actions and proceedings in respect of any infringement of copyright or as a result of any unauthorised performance or by the use of record apparatus or contrivance at the School by themselves or their agents.

Cinematograph Exhibitions

25. In the event of the Hirer using any music and other equipment at the function, the Hirer shall be responsible for the payment of any fees which may hereby become due to Phonographic Performance Limited and the Performing Rights Society Limited or any other persons, and shall indemnify the Governing Board against any claim and liability arising thereon.
26. No cinematograph exhibitions shall be given in the School without the consent of the Governing Board given in writing beforehand and any such exhibition, if approved, will be subject to the provision of the Cinematograph Acts 1909 and 1952. The Hirer shall indemnify the School in all respects in the event of a claim being made against the Governing Board with any contravention.

Termination

27. Upon any breach of these conditions by the Hirer, the School may terminate the hiring forthwith both as to the hiring on the occasion of the said breach and as to any further hiring by the same Hirer, and if the period of hiring has not expired on the breach, the Hirer shall be liable to pay the School the full amount payable under these conditions.

Bookings

28. Bookings may be provisionally accepted by telephone but only after receipt of the appropriate insurance documentation will the letting be confirmed in writing. Hirers failing to take up such bookings will be required to pay any such cancellation charges as determined by the Governing Board.

The Governing Board reserve the right to alter charges, availability of facilities and to cancel bookings without notice.