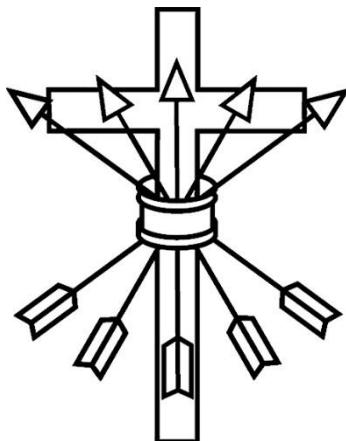


WADDESDON CHURCH OF ENGLAND SCHOOL



PREMISES HIRE POLICY

“I have come so that they may have life and have it to the full.”

John 10:10

STATUS OF POLICY:	Part of Financial Procedures
BASED ON:	The Key Model Policy (Reviewed Feb 25)
COMMITTEE RESPONSIBLE:	F & P
LMT APPROVAL:	16.01.26
REVIEW DATE:	Spring Term 2029

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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)
- All applicants seeking to hire the premises shall be treated on an equal basis regardless of sex, race, disability, religion or belief, sexual orientation or gender reassignment. Governors will, however, reserve the right to refuse applications where the purpose of the hiring will come into conflict with the School's Trust Deed or the ethos of the school.

2. Areas available for hire

2.1 Available areas

The school will permit the hire of the following areas:

- Sports hall
- All Weather Pitch
- Playing Fields/Green Pitches
- Changing facilities
- Main Hall
- Library
- Classrooms
- Board Room
- Information about other school facilities is available on application to the Site Manager

2.2 Hours of Opening

Facilities at the school are normally available for the use of outside hirers between the hours of 6p.m. and 9p.m. on term time weekdays only. In exceptional cases these hours may be extended on application to the Site Manager

2.3 Capacity and charging rates

Please contact the school for the maximum capacity and rates for hiring each area. On no account must the stated capacities be exceeded.

3. Charging rates and principles

3.1 Rates

The rates for hiring out different areas are available from the school. 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.

Hire costs are payable half-termly in advance for block bookings, and in advance for all other lettings.

The charges made for the use of the premises will normally be inclusive of all payments for the caretaker or other staff employed by the school.

The school must be left tidy after use. Should the premises require more than half an hour cleaning/caretaking time after the letting, Hirers will be charged at the full extra cost. No allowance has been made for this in the quoted total charge given.

The Hirer shall accept full responsibility for re-imbursement to the school for any additional staffing costs resulting from the use of the premises or grounds by the Hirer and the cost of reinstating, repairing or replacing any part of the accommodation or any property in or upon the accommodation which is damaged, destroyed, stolen or removed during the letting. The Hirer shall undertake to accept as final and conclusive the decision of the Governing Body as to the fact of any such loss, injury or destruction and as to the amount of such expenses.

3.2 Cancellations

We reserve the right to cancel any agreed hiring with a minimum of 5 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.

Areas of the School used for examinations (Hall, Library and Sports hall) are likely to be unavailable or cancelled at short notice during the summer term.

The hirer of the premises can cancel any hire with a minimum of 14 days' notice. If less notice than this is given, the licensee shall not be entitled to a refund.

The Headteacher, or Chair of the Governing Body, shall have immediate power to terminate any agreement relating to the hire of the school premises or grounds if it is considered that the hirers have in any way damaged the buildings or any part of the premises including fittings, fixtures or furniture, or have subjected them to undue wear and tear or are in any way guilty of a breach of the hiring agreement. Such termination will not release the Hirer from any obligations or affect any rights or remedies that the Governing Body may have.

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. 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 site manager. Approval of the request will be determined by the Headteacher.

If the request is approved, we will contact the hirer with details of how to submit payment and make arrangements for the date(s) and time(s) in question. We require payment in full and up front. 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. The right to refuse any application for the use of the premises or grounds is reserved to the Governing Body or the Headteacher acting on its behalf, which may do so without giving written reasons for the refusal.

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-lodge 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 (see section 7) 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 5 days notice will be refunded.
14. Any cancellations by the hirer received with less than 14 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 their own equipment brought into the premises, and clean the premises after use.
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 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 Mr James Sturla, Designated Safeguarding Lead for Waddesdon Church of England School as soon as reasonably practicable.

It is a condition of hiring the premises that hirers have in place a policy on child protection and that the premises are not used for meetings which might promote extremism.

7. Safety requirements

All conditions attached to the School's Health & Safety Policy must be strictly observed. Nothing shall be done which will endanger the users of the building, or invalidate the policies of insurance relating to it and to its contents. In particular:

- a. Obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be available for free public access and egress at all times;
- b. The emergency lighting supply must be turned on during the whole time the premises are occupied, and must illuminate all exit signs and routes;
- c. Fire fighting apparatus must be kept in its proper place and only used for its intended purpose;
- d. The fire brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Headteacher;
- e. Performances involving danger to the public shall not be permitted;
- f. Highly inflammable substances shall not be brought into, or used, in any part of the premises. No internal decorations of a combustible nature (e.g. polystyrene, cotton, hay etc) shall be undertaken or erected without the consent of the Governing Body;
- g. No unauthorised heating appliance shall be used on the premises;
- h. The First Aid Box shall be readily available to all users of the premises. Information about the location of these boxes will be provided to the hirer at the time of booking. The Headteacher shall be informed immediately of any accident or injury occurring on the Premises and shall provide a written report of the incident.
- i. All electrical equipment brought into the building shall comply with the Electricity at Work Regulations 1989. The Governing Body disclaim any responsibility for all claims and costs arising out of or in any way relating to such equipment.

8. Supervision

The Hirer and persons in charge or on duty shall have been informed of the procedure for evacuation of the premises and shall be familiar with the fire-fighting equipment available.

9. Intoxicating liquor and food

No intoxicating liquors are permitted to be brought, sold or consumed on any part of the premises without the express permission in writing of the Governing Body, whose written consent must also be obtained prior to seeking any Occasional Licence or Permission for the sale of alcoholic liquor.

No food or drink of any kind may be brought into the Sports Hall or onto the All Weather Pitch.

10. No Smoking

There is strictly no smoking in any part of the site or buildings.

11. Betting, Gaming, and lotteries

Nothing shall be done on or in relation to the premises or grounds in contravention of the law relating to betting, gaming and lotteries, and the persons or organisations responsible for functions held on the premises shall ensure that the requirements of the relevant legislation are strictly observed.

12. Other licenses and permissions

Permission or licence must be obtained from the copyright owner, the owner of the song recordings (if appropriate) and the publisher for any public performance of music, musicals, operas or stage plays. The borrowing of music scores or plays from a local library does not constitute permission to perform.

The onus is on the hirer to make application to obtain the appropriate licence from the local council ensuring such application is made in sufficient time before the performance.

It is the responsibility of any user which uses recorded music in its activities to check if it requires a licence from Phonographic Performances Ltd (PPL) and, if so, to obtain one.

Any user performing live music is responsible for checking whether a Performing Rights Society (PRS) licence is required. Details must be kept of the works performed.

Public music, singing and dancing can only take place on premises which have an entertainment licence which the Hirer must obtain from the District or Borough Council.

Hirers are reminded that it is illegal to photocopy music or plays without the express permission in writing of the copyright holder save in certain circumstances. Any infringement of this is liable to prosecution.

13. Storage

The permission of the Governing Body must be obtained before goods or equipment are left or stored at the school, except that the Site Manager is authorised to grant permission for the overnight storage of goods and equipment brought to the school for a particular function or event.

14. Loss of property

The Governing Body cannot accept responsibility for damage to, or the loss or theft of, hirers' property and effects.

15. Car Parking

Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the school. In particular the Hirer must ensure that access to the school by emergency vehicles is not obstructed or delayed. Where parking accommodation is provided and available, this must be used, and users of the school should avoid undue noise on arrival or departure.

16. Nuisance

- a. Litter shall not be left in or about the school premises
- b. Except in the case of trained guide dogs for the blind and hearing dogs for the deaf, animals shall not be permitted on the school premises
- c. Hirers and organisers of events on the school premises are responsible for ensuring that the noise level of their functions does not interfere with other activities within the building nor to cause inconvenience for the occupiers of nearby homes and premises.

17. Block Bookings and VAT

Bookings should be made in a block of 10 booking in order not to attract VAT. Bookings more than 3 months in advance will only be accepted provisionally. The Governors reserve the right to refuse any application or to terminate a booking with reasonable notice.

18. Care of premises

Premises are let as they stand and no alterations or additions shall be made to lighting, heating, seating, gangway, fittings, fixtures or other arrangements of the accommodation except with the express permission of the Letting Officer.

Any special arrangements, for example for seating, must be requested in the application and any additional costs incurred by the school paid for by the Hirer.

No bolts, screws, nails, locks or adhesives, shall be driven into or used on any part of the premises other than for materials displayed on boards provided specifically for that purpose.

Hall floors are used by children for physical education and no substance is to be applied to floors to prepare them for dancing or any other activity. No footwear liable to damage floors may be worn in school buildings.

19. Special Rules for use of the Sports Hall

The following additional special rules will apply to the use of the Sports Hall:

Correct footwear to be worn – Non Marking trainers

No Astro turf trainers

No muddy or dirty footwear

No chewing gum

No Glass

Strictly no food or drink permitted

Caretakers should be present when moving equipment

20. Special Rules for use of the all-weather pitch

The following additional special rules will apply to the use of the All Weather Pitch:

Correct footwear to be worn – **NO BLADES**

No muddy or dirty footwear

No chewing gum

No glass

No animals

No vehicles except maintenance vehicles

Caretakers should be present when moving equipment

21. INDEMNITY AND INSURANCE

Lettings are made on the understanding that the Governing Body is indemnified by the Hirer against any loss, damage, costs and expenses during the use of the school premises by the

Hirer except where such loss, damages, costs and expenses are directly attributable to the negligence of the employees of the Governing Body.

The Hirer shall insure with a reputable insurance office approved by the Governing Body, (who will take the advice of the school's insurers in this respect) against such funds as the Hirer may become liable to pay as compensation, arising out of bodily injury or illness (fatal or otherwise) to any person and/or costs, fees, expenses, loss or damage caused to property or the premises by any act or neglect of himself, his servants, agents or any person resorting to the premises by reason of the use of the premises by the Hirer.

Unless specifically agreed by the School, the insurance cover shall provide a limit of indemnity of not less than £2,000,000 in respect of any one incident and to include liability for the premises including liability for fire and explosion risks arising from the hire of the premises.

The Hirer shall produce the policy of insurance and receipts for the current premiums upon request by the Site Manager, Headteacher or Governing Body within seven days of a request.

The Hirer must ensure such fire, health and safety and other precautions as are required by the Governing Body are properly implemented and observed. The Hirer must complete an Accident Report Form in respect of any accident occurring during a letting and report it to the Headteacher as soon as possible.

22. 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 governing board.

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 the Site Manager or the Finance Officer.

Name of applicant	
Name of organisation	
Position in organisation	
Company/Charity number (where applicable)	
Applicant contact details	<p>Address:</p> <p>Phone no:</p> <p>Email address:</p>
Alternative contact (in case of Emergencies)	<p>Name:</p> <p>Position in organisation:</p> <p>Address:</p> <p>Phone no:</p> <p>Email address:</p>
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, and an additional charge may apply)	
Additional equipment you will be providing yourself	
Confirmation and details of the safeguarding and child protection arrangements you have in place	
Details of your public liability insurance	<p>Policy Number:</p> <p>Renewal Date:</p> <p>Please enclose a copy of your Certificate</p>

By signing below, I agree to the terms and conditions set out in the school's premises hire policy and that the information supplied above is correct to the best of my knowledge and belief.

Name _____ Date _____

Signature_____

Approved Headteacher's signature

Date _____

Please return this form via email to mgreenwood@waddesdonschool.com or mhammond@waddesdonschool.com. 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.