Premises hire policy

Redbrook Hayes Primary School, part of the Central Co-operative Learning Trust.

Approved by:	Lucy Turner	**Date:**	September 2024
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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 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

2. Areas available for hire

2.1 Available areas

The school will permit the hire of the following areas:

- Hall
- Classrooms
- Playing fields

2.2 Conditions of Hire

Intoxicating liquor

Intoxicating liquor shall not be brought into nor consumed on school premises without the prior consent of the Governing Body. Where such consent is given, hirer must comply with the Licensing Laws and provide evidence of such to the Governing Body.

Smoking

Smoking is not permitted on the school campus inside or out.

Dogs

No dogs are allowed anywhere on the school campus, inside or out.

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Public Entertainment and other Licences

The promoters of entertainment and functions to which the public are admitted on payment shall be responsible for completing to the satisfaction of the Governors all formalities in connection with the use of the premises for that purpose. Where the Chief Fire' Officer or Licensing Authority require additional facilities for the purpose of a letting (such as "Exit" sign and emergency lighting) which are not already installed, it shall be the responsibility of the Hirer to provide such facilities of an approved type and method of installation.

Payment for admission shall be deemed to include admission by tickets or programmes or by any other method by which the making of a payment entitles a person to admission.

No entertainment or function to which the public are admitted shall be allowed unless the premises are licensed for the purpose under the bye-laws of the Local Authority in whose area the premises are situated and all necessary regulations against fire are compiled with.

The hirer shall be responsible during the function or entertainment for which the premises are hired for ensuring:

- all safety requirements and recommendations of any licensing authority are complied with;
- any limitation on the number of persons admitted imposed by any licensing authority or the Governors are complied with;
- suitably qualified persons are employed to be responsible for the supervision of the premises and the conduct of those attending so as to avoid personal danger, and damage to the premises.

Copyright and Performing Rights

No copyright work shall be performed without the licence of the owner of the copyright and the payment of any appropriate fees.

The hirer shall comply with all the provisions of the Copyright, Designs and Patents Act 1988. If the hirer shall fail to do so any permission previously granted by the Governing Body to use the school premises shall be immediately cancelled and the Governing Body shall have the right to recover fees, charges or any other payments referred to in these Regulations.

The hirer shall indemnify the Governing Body from and against all actions, proceedings, costs, claims or demands whatsoever, arising out of the performance of Copyright Works on school premises.

The hirer shall, immediately after any performance or function at which music has been performed or songs sung, complete, sign and return to the Performing Right Society a Performing Right Society Limited form obtainable from the Performing Right Society Limited, 29-33 Berners Street London W1P 4AA.

If it is proposed to play a copyright record or tape in public, application for a licence so to do must be made to Phonographic Performance Ltd, 103 James Street, London W1R 3HG

Evidence that the necessary licences have been obtained must be supplied to the school at one month before the letting.

Gaming

No gaming is allowed except in accordance with the conditions of the Gaming Act 1968, Section 41 when gaming is carried on at an entertainment promoted for raising money to be applied for purposes other than private gain. A copy of these conditions is open for inspection in the Local Magistrates Court during the normal hours of business and the hirer shall be deemed to have knowledge of the contents thereof whether or not he has availed himself of the opportunity of inspection.

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Areas and charging rates

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

AREA	CAPACITY – where applicable	COST
Hall	Rectangular Hall with wooden floor Staging, seating and tables available if needed	£20.00 per hour
Classrooms	Maximum of 30 people	£12.00 per hour
Playing fields / playground areas	N/A	£50.00 per day

There is a daily rate of £50 per area. This is from 8.30am until 3.30pm. Any additional hours requested will be charged at the hourly rate. If more than one area is requested (e.g. Hall and playing fields) for longer than one day, then this will include covering the cost of all three areas as it will mean that we will not be able to hire out the third space.

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.

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 14 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 headteacher and will be fed into the school's financial reporting, to ensure best value is being achieved.

3.4

For longer hire agreements, there will be an initial fee required in case of damages to school property. This will be determined by the headteacher depending on who is hiring the facility and for how long.

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4. Application process

Those wishing to hire the premises should fill out the hire request form, which you will find attached to your email. Please ensure you 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 headteacher.

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 their public liability insurance. Public liability insurance must have a minimum limit of £2,000,000.

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.

The hirer will be invoiced in advance of the hire with payment made no less than 5 days before the hire occurs.

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 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 of 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

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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 14 days' notice will not be refunded.
13. Any cancellations by the school made with at least 7 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 licenses 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.

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 should have undertaken appropriate pre-employment checks for all staff and volunteers, such as the appropriate level of criminal records checks (Disclosure and Barring Service (DBS) checks), including a 'children's barred list' check.

The hirer should have conducted their own risk assessment based on the organisation's activities and that they will provide first aid supplies that relate to the risk assessment – if not provided by the school.

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

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Mrs Lucy Turner – Designated Safeguarding Lead, lturner@redbrookhayes.co.uk – within 24 hours of the incident occurring. The school may contact the LADO or any other relevant agency in relation to any incident, if this is appropriate.

If the hirer fails to comply with these conditions, the lease will be terminated.

Please return the hire form via email to:

Lisa Hallows – Office Manager – office@redbrookhayes.co.uk or to the school office at Redbrook Hayes Primary School, Talbot Road, Brereton, Rugeley, WS15 1AU

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.

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