



Policy and Conditions for the Hiring of Educational Premises and Grounds out of normal hours

Review Cycle: 2 Years – Spring Term

Review By: Leadership Team, Finance, Risk & Audit Sub-Committee

Contents:

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Policy and Conditions for the Hiring of Educational Premises and Grounds Out of Normal Hours

1. Introduction

1.1 General Principles

It is the policy of the Academy to encourage and facilitate the public use of all educational premises.

We aim to:

- Make sure the school 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 assessments

Permission to use educational premises, with the exception of specialist accommodation referred to elsewhere, out of normal hours may be granted by governors/management committees subject to the following provisions:

- 1.1.1 The use will not, in their opinion, conflict with the educational functions of the premises, or create any disturbance or inconvenience to the neighbourhood, or interfere with any existing hiring.
- 1.1.2 The object of the use is not for the personal profit of the hirer or any other person, except that where such use is organised with the support of the Academy or parents' association and an adequate percentage of any profit is donated for the benefit of the Academy, permission shall not be withheld.
- 1.1.3 Academy premises are not used during the last few days of the school holidays except for approved educational purposes (e.g. adult education classes) and as required by statute.
- 1.1.4 Hirings of educational premises normally include toilet facilities and parking facilities (where available).

1.2 Use of playing fields

Sports pitches may also be made available for properly supervised activities out of normal hours (particularly by organised youth groups and other similar bodies), at the discretion of governors, provided that the fields are in a fit state for such activities. In cases of doubt, the Site Manager should be consulted.

1.3 Prevention of damage

To avoid damage to property as a result of hiring, governors may stipulate that no types of footwear (e.g. outdoor footwear in gymnasia) likely to cause damage to floors are worn, and may require other similar preventive measures to be taken. Facilities are not to be used for activities other than those for which they are intended.

1.4 Withdrawal of facilities

The object of the provisions of this scheme is to ensure the full use of the educational premises consistent with their use for normal day to day purposes, but it must be emphasised, particularly where premises are hired on a regular basis, that any abuse of privilege may lead to the immediate withdrawal of the facilities granted. In special circumstances, governors/management committees may cancel a confirmed booking, but will endeavour to give reasonable notice.

1.5 Hire of sports halls and gymnasia/large halls

The use of sports halls, gymnasia and other facilities at schools/centres is subject to the following additional conditions:

- 1.5.1 Appropriate footwear shall be worn;
- 1.5.2 Hirers are to provide their own personal playing equipment (e.g. rackets, balls);
- 1.5.3 Where sports halls or gymnasia are hired for activities in which there is physical risk, the hirer is responsible for appropriate supervision. The Academy is in no way liable for the standard of supervision provided (see also section 4.1.8)

2 Charges for the use of education premises – (Appendix 2)

Subject to the Academy's right to issue directions on the use of education premises, charges for use will be at the discretion of governors/management committees, except in the case of a hiring covered by statute (see section 4.5)

Governors/management committees may choose to offer free use or may set a charge which does not fully cover costs. However, this would need to be on the understanding that the hiring was not subsidised from the Academy budget. Subsidies may be provided from income from other hirings or sources, or may be met by grants from the Academy community use budget.

Charges will not be relevant in the case of use associated with the corporate life of the educational unit, such as staff meetings, parents' meetings, governors' meetings and extra-curricular activities for pupils, costs arising from these uses will be covered by the Academy's budget.

3. Application procedure, conditions of booking etc.

Any application for the hire of education premises must be made on the official application form and in accordance with the procedures laid down by the Academy (**Appendix 1**).

3.1 Confirmation of booking

Educational premises will not be regarded as booked until the completed application form has been submitted and approved by the governors/management committee or by a person empowered to act on their behalf. The governors/management committee reserve the right to refuse any application without stating reasons. No public announcement of a function to be held in an educational establishment must be made until the booking has been formally confirmed.

3.2 Cancellation

The hirer must notify the head of the establishment, in writing, of any occasion where the accommodation is not required, giving 1 weeks' notice. Some or all of the hiring fee may be forfeited.

3.3 Hirings not transferable

Hirers are not allowed to transfer the hiring to any other person or organisation.

3.4 Consultation with the head of establishment

Detailed arrangements for the use of the premises shall be made by the hirer with the head of the establishment concerned or their representative including where necessary, arrangements for the erection and/or dismantling of staging. Wherever necessary, the Site Supervisor should also be consulted on the use of the hired accommodation. The hirer shall be responsible for ascertaining that the accommodation is suitable for the purposes required.

4. Conditions for the use of education premises

4.1 The following conditions for the use of education premises by any hirer shall apply:

4.1.1 "Hirer" means the person or entity identified in the relevant hire request form.

4.1.2 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.

4.1.3 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.

4.1.4 The hirer shall not sub-licence any of the premises under the licence.

4.1.5 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.

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

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

4.1.8 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.

4.1.9 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.

- 4.1.10 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.
- 4.1.11 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
 - d) All claims from third parties involving death, injury to persons and/or loss or damage to property and also for loss or damage to the Academy's premises being used. It is therefore essential that the hirer is covered by Public Liability Insurance to meet any claims which may arise as a consequence of the hiring agreement. A minimum cover of £5,000,000 is required to be maintained.
- 4.1.12 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.
- 4.1.13 Any cancellations by the school made with at least 1 week's notice will be refunded, after deducting any costs the academy has incurred in advance of the event.
- 4.1.14 Any cancellations by the hirer received with less than 1 week's notice will not be refunded.
- 4.1.15 The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
- 4.1.16 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.
- 4.1.17 The hirer will clean their own equipment brought onto the premises and clean the premises after use.
- 4.1.18 The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior written agreement from the school.
- 4.1.19 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.
- 4.1.20 The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
- 4.1.21 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.
- 4.1.22 The hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running.
- 4.1.23 The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
- 4.1.24 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.
- 4.1.25 This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
- 4.1.26 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.
- 4.1.27 The following parts of the premises shall not be hired unless a special application has been made and permission granted by the governors, in consultation with the Academy: laboratories, home studies areas, and craft, design & technology areas.
- 4.1.28 Medical rooms and rooms/facilities provided for specific disabled children shall not be used by any outside individuals or bodies for any purpose whatsoever. General disabled toilet facilities will be made available.
- 4.1.29 Alcohol shall not be sold or consumed on the premises of any educational establishments except at civic functions and other special functions for which the governors/management committee, in consultation with the Business Manager, have granted approval. The hirer is responsible for obtaining licences to meet the requirements of the Licensing Act 2003.

- 4.1.30 Raffles, bingo, lotteries or the like, shall not normally take place on educational premises for money prizes. Gambling in any form shall comply with relevant legislation.
- 4.1.31 Smoking is not permitted anywhere on Site, including the grounds.
- 4.1.32 No polish or similar materials shall be applied to floors. Educational premises must be left in satisfactory order for re-opening at the usual time. Where it is agreed that additional cleaning will be necessary (e.g. on a Sunday morning following a Saturday night function), then it is essential to determine the extra charges involved and advance notification of this should be given to the hirer. Any additional charge of this nature will be added to the cost of the hiring.
- 4.1.33 If educational premises are required for concerts or for dramatic, musical, film or any other public entertainments or if visual aids are used, the hirer must ensure that:
 - a) Copyrights are not infringed;
 - b) Note: The hirer MUST be in possession of the necessary permission or licence before the hiring commences. The hirer will produce a copy of such permission or licence upon request by the Academy;
 - c) The requirements of the Licensing Act 2003 where applicable, have been or will be met and a Premises Licence for any hire involving dancing, music, alcohol or entertainment has been obtained or applied for;
 - d) No play shall be performed or film shown which is in any way offensive;
 - e) The provision of the Children and Young Persons Act 1933-69 (as amended), with regard to performances by children, have been or will be observed;
 - f) Any licence necessary under the Theatres Act 1968 and the Cinemas Act 1985 has been, or will be, obtained;
 - g) The parking of motorcycles, cars or lorries etc., on the Academy's premises, where suitable accommodation is available, shall be permitted only on condition that persons bringing such vehicles on to Academy premises do so at their own risk, and that they accept responsibility for any damage or injury to the Academy's property or to any persons, whether connected with the Academy or not, caused by such vehicles or their presence on the Academy's premises;
 - h) No nuisance is caused to nearby residents;
 - i) All electrical equipment brought onto site must be Portable Appliance Tested (PAT).

4.1.10 **Duties of Site Team**

The Site Team, consisting of the Site Supervisor, Caretaker and School Business Manager are jointly responsible for opening the premises at the agreed time and remaining there until the hirer or their representative arrives and for closing and securing the premises at the conclusion of the period of hire.

4.1.11 **Security of premises**

The hirer should notify the appropriate member of the Site Team if the function ends considerably earlier than expected; alternatively, the hirer should leave someone in charge of the premises until the Site Team member arrives. The Academy must not be left without any supervision.

4.1.12 **Car Parking**

Hirers bring their own vehicles on to Academy premises entirely at their own risk and shall under no circumstances take or park car or trailers on grassed areas. If it is necessary to transport equipment on to fields by vehicle, permission MUST be obtained prior to the event from the Site Manager. The hirer will be liable for the cost of making good any damage (**N.B.** The insurance cover at paragraph 4.1.8 does not include this type of damage).

4.2 **Community schemes and activities**

For community schemes and activities (e.g. playgroups and holiday play schemes), the hire of educational premises is subject to the following additional conditions:

- 4.2.1 The accommodation to be used must be agreed beforehand with the head of establishment.
- 4.2.2 The hirer shall ensure adequate supervision of community schemes and activities by providing suitable leaders or organisers having regard to the number of children participating, their age and sex, and the nature of the activity being organised. The hirer shall comply with the provisions of the Children Act 1989. Particular supervision shall be exercised to prevent misuse of toilet accommodation.
- 4.2.3 Details of the arrangements proposed for the community scheme or similar activities shall be sent by the hirer to the head of establishment not less than four weeks before the scheme begins.
- 4.2.4 The head of establishment shall be responsible for deciding whether the sports fields are unfit for use in inclement weather, but in cases of doubt, the Site Manager shall be consulted.
- 4.2.5 A hirer must give notice as early as possible to the head of establishment, or to the Site Supervisor, if a session is to be cancelled.
- 4.2.6 Where tennis courts are used, the hirer must ensure that players wear approved tennis shoes, without heels, soled in rubber or similar materials.
- 4.2.7 No animals shall be brought on to any part of the premises without prior approval by the Academy.

4.3 Use of academy meals service kitchen

Academy meals service kitchens are not included in an ordinary hiring of education premises to organisations not connected with the Academy. If a hirer wishes to make use of academy meals service kitchens/facilities, a member of the catering provider staff must be in attendance and the hirer will be charged for the wages involved.

5. Safeguarding

The school is dedicated to ensuring the safeguarding of all its pupils at all times. It is a requirement of hire that hirers abide by the school's 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 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.

6. Monitoring

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 body.

Signed: _____

Chair of Governors
Mr M Dean

Signed: _____

Headteacher
Mrs S Mellors

Date: _____

(Ratified by the Full Governing Body on 6th February 2024)

APPENDIX 1**APPLICATION FOR THE USE OF ALCESTER ACADEMY PREMISES OUT OF ACADEMY HOURS**

Please complete in BLOCK CAPITALS and submit form to the main office at least 7 days before the period of hire is due to commence

CLUB OR ORGANISATION DETAILS			
Address of Hirer:			
Post Code:			
Invoice Address:			
Post Code:			
CONTACT DETAILS			
Contact Tel No.	Home:	Work:	Mobile:
Email Address:			
Contact Tel No.	Home:	Work:	Mobile:
Email Address:			

FACILITIES REQUIRED (Please tick facilities required)			
Hall <input type="checkbox"/>	Dining Room <input type="checkbox"/>	Changing Rooms <input type="checkbox"/>	Meeting Room <input type="checkbox"/>
Classroom <input type="checkbox"/>	Technology Room <input type="checkbox"/>	Music Practice Room <input type="checkbox"/>	Gym <input type="checkbox"/>
Kitchen <input type="checkbox"/>			

BOOKING DETAILS (HIRE PERIOD)						
Facility e.g. Hall/Dining Room, Meeting Room, Classroom etc.	Activity e.g. Meeting, Martial Arts, Dance etc.	Dates		Times		Approx Numbers Attending
		From	To	From	To	

ADDITIONAL REQUIREMENTS (please delete as necessary)			
Piano (in hall)	Yes	No	
Chairs	Yes	No	Number of chairs
Car Parking	Yes	No	Number of spaces
Any other requirements:			

Alcester Academy, Gerard Road, Alcester, Warwickshire B49 6QQ

Tel: 01789 762285 Fax: 01789 400095

www.alcesteracademy.org.uk

AGE CATEGORY (Tick Box)	
Junior (Under 16) <input type="checkbox"/>	Senior (Over 16) <input type="checkbox"/>

PURPOSE OF HIRE (Detail)				
Social	Training	Performance	Sale	Other

CHARGES								
Will a charge be made to participants?	Yes	No	If YES, is charge for subscriptions, Fundraising or Profit?	Yes	No	Are the Public to be admitted?	Yes	No

HEALTH & SAFETY					
Do you have appropriate First Aiders within the Club/Organisation?	Yes	No	Do you have appropriate Public Liability Insurance cover within the Club / Organisation (Please complete Insurance Declaration attached)	Yes	No

QUALIFICATIONS
Sports Instructors must have relevant and valid Governing Body qualifications / affiliations and adhere to any guidelines for the specific activity

DISCLOSURE AND BARRING SERVICE – CHECKS (Please attach copies as appropriate)		
I confirm that the Club/Organisation have appropriate DBS checks issued within the past year for attending staff members	Yes	No

I, the Hirer, agree on behalf of my Club / Organisation to be bound by the Terms and Conditions of Hire as laid down by Alcester Academy. I have read and understood and agree to abide by the Academy Rules and Regulations.

Name..... Signature..... Date

PLEASE NOTE:

THAT THE ACADEMY IS CLOSED OVER CHRISTMAS / NEW YEAR, ALL BANK HOLIDAY MONDAYS AND THE TUESDAY AFTER A BANK HOLIDAY MONDAY.

THE ACADEMY WILL ADVISE ALL HIRERS IN ADVANCE OF ANY DATES WHEN THE ACADEMY WILL NOT BE AVAILABLE DUE TO ACADEMY REQUIREMENTS.

HIRERS MUST ENSURE THEY HAVE VACATED THE PREMISES FIFTEEN MINUTES AFTER THE HIRE PERIOD

TERMS AND CONDITIONS

Use of Academy premises

1. The Academy shall during the Hire Period permit the Hirer to use the Facility only for the Purpose of Hire stated in the Application.
2. Only the Hirer's own staff members may enter or use any part of the Academy premises, and the Hirer shall ensure that the Hirer's staff use the Facility only for the Purpose of Hire.
3. The Hirer shall ensure that the Facility hired is maintained in a clean, tidy and secure manner at all times.
4. The Hirer shall receive exclusive possession of the relevant Facility for the Hire Period. However, permission to hire the Facility is not the grant of a tenancy of any part of the premises, and the Academy retains full possession and control over such all Academy premises at all times.
5. The Hirer will not alter or modify any part of any Academy premises without the written permission of the Academy.
6. The Hirer agrees to abide by the Academy's Policy and Conditions on the Hiring of Educational Premises and Grounds outside of Normal Hours, in full at all times

Indemnity

I hereby agree to indemnify Alcester Academy against all losses, liabilities, claims, costs, charges and outgoings of every description (including legal expenses), suffered by the Academy in respect of damage to its property arising from my Hire.

Insurance

- 1 I maintain a Public Liability Insurance Policy, the details of which are as follows:

Policy Number	Expiry Date	Indemnity Limit £
Name & Address of Insurance Company		

- 2 (i) I understand that there is an excess of £500 for each and every claim payable by me in the event of a claim for loss or damage to the Academy's property arising from my hire of the premises
- (ii) I understand the cover of the policy does NOT provide cover for sporting, after-school clubs and other such activities where professional skills and instruction are essential to organise and manage and I am / we are required to make our own arrangements to provide cover for such activities and undertake to do so.
- (iii) I hereby undertake that in the event of claims arising during my hire of the Academy's premises, I shall not admit liability to the claimant but immediately forward such claims with a brief report on the incident to the Business Manager, Alcester Academy, Gerard Road, Alcester, Warwickshire B49 6QQ.

DBS Checks

Anyone who owns, manages or works in a service dealing with children or vulnerable adults has to undergo a Disclosure and Barring Service check in accordance with the Safeguarding of Vulnerable Groups Act 2006. **You must ensure that you hold the appropriate and up to date certificates, where appropriate, and enclose a copy with your completed Application.**

Compliance with Applicable Laws

I also agree to comply with all obligations imposed by statute, regulation, byelaw or order made there under, relevant to the use by me of the Facility and Academy premises generally. In particular, and without prejudice to the generality of the foregoing, I agree to observe the requirements of the Theatres Act 1962, the Cinemas Act 1985 and the Copyright,

Alcester Academy, Gerard Road, Alcester, Warwickshire B49 6QQ

Tel: 01789 762285 Fax: 01789 400095

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Designs and Patents Act 1988 and to obtain, and produce on demand when requested to do so, all licences necessary. I further agree to observe the requirements of the Licensing Justices.

Charges

I agree to pay the charges due, as notified to me by the Academy in writing (such charges to be based on the Academy's standard rates from time to time). Payment will be expected within 14 days of receipt of the invoice issued by the Academy.

Capacity

I am over 18 years of age, and have full legal capacity (and, where acting on behalf of an organisation, requisite authority) to enter into these Terms and Conditions.

Signature:

Date:

APPENDIX 2**ALCESTER ACADEMY****HIRE OF PREMISES**

	WEEKDAYS		SATURDAYS		SUNDAYS	
	F/RATE £	YOUTHS £	F/RATE £	YOUTHS £	F/RATE £	YOUTHS £
CLASSROOM						
First 2 hours	28.00	25.00	34.00	30.00	51.00	46.00
Each additional hour	10.50	9.50	9.50	7.70	10.50	9.50
SPECIALIST ROOM	e.g. computer					
2 hour session	46.00		46.00		54.00	
CHANGING ROOMS & SHOWERS						
First 2 hours	20.50	18.50	20.50	18.50	20.50	18.50
Each additional hour	10.50	9.50	10.50	9.50	10.50	9.50
HALL						
First 2 hours	46.00	41.00	51.00	46.00	54.00	48.00
Each additional hour	20.50	18.50	20.50	18.50	27.00	24.00
SPORTS HALL						
Per hour	39.00	35.00	41.00	37.00	46.00	41.00
PLAYING FIELD						
Per session	31.00	27.50	31.00	27.50	27.50	16.00