



WIDDEN PRIMARY SCHOOL

Premises hire policy



REVIEWED BY:

Lou Kulisewa (Business Manager)

DATE APPROVED BY THE FULL GOVERNING BODY:

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REVIEW CYCLE:

Annually

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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:

- Main hall
- Studio hall
- Classrooms
- Playing field
- Outside hard standing sports area

2.2 Capacity and charging rates

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

AREA	CAPACITY	COST
Main hall	Fire Exit Capacity Total 250 persons. Safe Occupancy Capacity: Standing 250 persons. Assembly/dance hall 250 persons. Seating only 150 persons. Tables and seating, depending on how many tables and chairs 50-100 persons.	Term time weekday evenings: £30 for the first hour and £10 for each subsequent hour. Weekends and school holidays: £70 for the first hour and £10 for each subsequent hour.
Studio hall	Fire Exit Capacity Total 100 persons. Safe Occupancy Capacity: Standing 100 persons. Assembly/dance hall 100 persons. Seating only 75 persons. Tables and seating, depending on how many tables and chairs 30-60 persons.	Term time weekday evenings: £20 for the first hour and £10 for each subsequent hour. Weekends and school holidays: £60 for the first hour and £10 for each subsequent hour.
Classrooms	Year 6 room 21 and 22.Totals for each room. Fire Exit capacity 30 persons. Safe Occupancy Capacity: Classroom set up 30 persons. Year 5 Rooms E1 and E4 Totals for each room. Fire Exit capacity 30 persons. Safe Occupancy Capacity: Classroom set up 30 persons.	Term time weekday evenings: Set of two classrooms, £30 for the first hour and £10 for each subsequent hour. Weekends and school holidays: Set of two classrooms, £60 for the first hour and £10 for each subsequent hour.
Playing field and outside hard standing sports area		Weekends and school holidays: £80 for the first hour and £10 for each subsequent 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.

3.2 Cancellations

We reserve the right to cancel any agreed hiring with a minimum of 21 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 21 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, sign the hire request form, and submit it to the school office. The School Business Manager will determine approval of the request in conjunction with the Headteacher.

EMAIL: admin@widden.gloucs.sch.uk.

TEL: 01452 520571

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. Payment must be made in full at least 21 days prior to the hire date. Details of the emergency evacuation procedures and other relevant health and safety documents will be included within the hire agreement. The hirer will also need to provide proof of their public liability insurance. If the hirer does not have their own public liability insurance, 10% of the fee will be added.

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 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 21 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. All vehicles have access to the car park and no other areas of the school grounds. The School cannot accept liability for valuables or possessions that are lost or damaged in any way on or off the School premises.
12. No smoking is permitted anywhere on the school site at any time.
13. No intoxicating liquor shall be included in the refreshments available at any functions.
14. No muddy footwear is to be worn inside the school building at any time.
15. When classrooms are hired, the Hirer is responsible for ensuring Widden's pupils' property, work or equipment is not interfered with in any way, and no classroom resources are available for the Hirer's use.
16. The School prohibits the use of fireworks, candles or any form of naked flame during the hire.
17. 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.
18. Any cancellations by the hirer received with less than 21 days notice will not be refunded.
19. Any cancellations by the school made with at least 21 days notice will be refunded.
20. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency. Furniture should not be moved into the corridors and should not block any fire exits.
21. 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 or rubbish behind and not use the schools waste disposal bins.
22. 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.
23. 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.

24. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
25. 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.
26. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running.
27. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
28. The school's premises hire policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation issued by the school shall apply to and are incorporated in the licence.
29. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
30. 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 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.

7. Fire evacuation procedures

In the event of a fire, the fire brigade will need to know:

- Are all persons accounted for?
- The location of the fire.
- The best route to the fire.

If you detect a fire, do not put yourself at risk but activate the alarm by breaking the glass on a red fire call point. A continuous bell will sound and the fire alarm monitoring station will be alerted. The assembly point is on the Key Stage 1 playground, situated at the front of the school.

Instructions:

- All personnel must evacuate the building.
- Do not go through the building to the assembly point (school playground at front of school building).
- Do not re-enter the building until the all clear is given.

Each let should appoint a responsible person to be in charge in the event of an emergency. This responsible adult must ensure all members are registered and checked to be safe at the assembly point. Fire evacuation routes must be followed. Organisers must ensure no fire exit or corridor is blocked. Organisers are responsible for the safe conduct and behavior of all persons connected with the hiring and their car parking arrangements so as to avoid any obstruction for emergency services.

8. Health and safety guidance

The hirer must inform the school at the earliest possible opportunity following any accident that occurs on the site.

The hirer should inform the school at the earliest possible opportunity if any defect in the structure or fittings of the building is found or any defect in any equipment provided is found.

Access to a telephone will not normally be provided so hirers should make suitable arrangements to allow them to make contact with the emergency services if required. The nearest local phone points are situated at ASDA or beside the GL1 Leisure Centre building on Eastgate Street.

The hirer is responsible for ensuring that facilities and access for disabled persons are suitable for the purpose of the proposed event.

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 school on 01452 520571

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 times of hire request	
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. NB: Any electrical equipment brought on to the	

premises must have up to date PAT tested certificates.	
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By signing below, I agree to the terms and conditions set out in the school's premises hire policy.

Name _____ Date _____

Signature _____

Please return this form via email to EMAIL:admin@widden.gloucs.sch.uk or to the school office at: Widden Primary School, Sinope Street, Gloucester, GL1 4AW. 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 will be provided to the hirer.

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 free 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 [enclosed terms and conditions/terms and conditions already provided to you].

Based on the length of time and area requested, the full amount for the hire will be [insert amount]. You can pay us by [insert payment method(s) and details here]. 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 there is any other paperwork you require to see when someone hires the premises, add it to the above paragraph.

We've provided with this confirmation details of emergency evacuation procedures in the event of a fire/similar emergency. Please make sure you're familiar with these before the date of hire.

If there are any other documents you want to submit and make sure the hirer is familiar with, add them to the above paragraph.

You can contact the School Business Manager, Lou Kulisewa, on 01452 520571 with any questions about hiring the premises.

Out of hours office contact: Lou Kulisewa – 07772323215

Between letting hours Nigel Foster Site Manager mobile: 07863936864 or Lou Kulisewa mobile: 07772323215

Kind regards,

[staff member]