

The Friary School

PREMISES HIRE POLICY

Introduction

The school regards its buildings and grounds as a community asset and makes every reasonable effort to enable them to be used as much as possible.

However, the overriding aim of the school is to provide the best possible education for our students. Consequently, any hiring of the premises will be considered with this in mind.



Definition of Hire

A hire may be defined as “any use of the school buildings or grounds by parties other than the school and our partners. This may be a community group (such as local music group or football team) or commercial organisation (such as sports provider or a local branch of ‘Weight Watchers’)”.

Types of Hire

The legal agreement to be used is affected by the nature of the hire. Our school will determine which of the below is the most appropriate agreement given the circumstances:

Hire Contract

This will be used for the majority of hires except where conditions for a Licence to Occupy or Lease apply (see below).

Licence to Occupy

This will be for agreements where the hiring organisation will be granted sole use of the facility for more than 8 hours per week, on a regular basis, during term time, over a period of 12 months or more, and where the school maintains the right to use the facility when not occupied by the hiring organisation.

Lease

This will be for agreements where the hiring organisation will be granted sole use of the facility for the duration of the agreement; Eg - renting our theatre, a private counsellor (not linked to the school) renting a room in the school, etc.

All hirer agreements will require the approval of the School Finance Manager.

All income from hires will be paid to the school and will be treated as unrestricted funds.

Practical Arrangements

To ensure that the hire remains compatible with the school’s needs the following conditions form an essential aspect of the Premises Hire Policy:

The duration of the hire shall fall within a timeframe that is acceptable to the school

Access to the building is not normally available before 5.30pm on school days nor beyond 10.00pm at night.

Applications

All correspondence and applications for the hire must be made directly to the school via Jacqui Archer School Finance Manager via the following

<https://forms.office.com/e/AHKvxCWUC9>

All applications are subject to approval.

No hire will be regarded as booked until an appropriate application form has been completed, along with a hire agreement signed by both parties.

A hire confirming the agreement will be sent to the hirer, along with copies of the Terms and Conditions Agreement as confirmation of the booking.

The hirer is expected to contact the school to make arrangements to finalise the specific requirements of the hire.

This will involve a site visit to complete an Induction Check List.

Hirer

The hirer must be over 18 years of age and shall be the person who will sign the application form.

The hirer will be responsible for the payment of fees in respect of the hiring and for the observance and performance in all respects of the conditions and stipulations contained in the hire agreement.

The hire agreement is personal to the hirer and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or creating any tenancy between the school and the hirer.

Fees & Charges

The school is responsible for setting charges for the hire of the school premises.

The scale of charges will be reviewed regularly and details of charges will be provided in advance of any hire arranged.

For the purpose of charging, the school will determine which category any particular individual, organisation or group belongs and whether any discounts or subsidies can be provided.

The basis of charging will be determined by the purpose for which a hire is arranged.

The minimum hire period will be one hour.

The school reserves the right to require a deposit over and above the hiring charge as security against damage to the premises (including any equipment) and against the premises being left in an unacceptable condition which necessitates the school incurring additional cost for cleaning, caretaking or other expenses.

It is the hirers responsibility to ensure that gates and doors are locked at all times whilst on the premises and at the end of the hire period. Failure to do this will result in either a fine (2 occasions £50.00) or cancellation of the agreement should this not be adhered to (3 occasions).

The school will seek to recover any costs incurred by the school that are unavoidable and result directly from the cancellation of a hire.

The hire fee shall be paid in full upon signing the Hire Agreement together with any returnable deposit required by the school.

Duration of the Hire

The school shall determine in advance the duration of a hire.

Cancelling of Hiring

The school reserves the right to refuse any application without stating reasons for so doing.

The right is reserved to cancel any hiring, without notice, where the school considers it necessary for any cause outside their control.

Hired Area

Access is strictly restricted to the hired area and to any toilet facilities, entrances, exits and corridors as directed by school.

School staff reserve the right to enter the hired area at all times on producing evidence of their identity.

Hired School Equipment

Apparatus, furniture or equipment belonging to the school shall only be used for its proper purposes, when booked in advance, whilst hirer's own equipment should only be used with prior consent.

An overnight storage facility for hirer's own equipment may be made available by the school though this will depend on capacity. Events that would involve hirers' stage equipment and scenery remaining in place over a number of days cannot normally be accommodated during term time.

Care of School Premises

The hirer is responsible for everyone who is on the school premises for the activities they are organising and, generally, for everyone who comes onto the school premises which are under the hirer's control at the stated times.

The hirer is responsible for ensuring that they comply with all the terms of the hire agreement.

No notices or placards shall be affixed to, lean upon or to be suspended from any part of the school premises. No bolts, nails, tacks, screws, pins or other similar objects shall be driven into any of the walls, floors, ceilings, furniture and fittings. The hirer shall ensure that no persons using the permitted area use footwear or other equipment which may damage the floor surfaces, building or facilities. The wearing of stubs and blades is forbidden in the Sports Hall.

The use of tables and chairs is forbidden in the Sports Hall, without prior consent from the School Finance Manager.

Intoxicating Liquor

Intoxicating liquor shall not be brought into or consumed at the school without the prior consent of the school. Consent will only be given where the hirer complies with the Licensing Laws and provides evidence of such to the school.

Smoking & Vaping

There shall be no smoking or vaping on the school premises on the grounds of fire security and the potential for damage to floors and furniture.

Public Entertainment & 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 school all formalities in connection with the use of the premises for that purpose.

No entertainment or function to which the public are admitted shall be allowed unless the premises are licensed for the purpose under the by-laws of the Local Authority and all necessary regulations are complied with.

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

- all safety requirements and recommendations of any licensing authority are complied with
- any limitation on the number of persons admitted imposed by the school 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 & 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 fails to do so then any permission previously granted by the school to use the premises shall be immediately cancelled. The school shall have the right to recover fees, charges or any other payments referred to in these regulations.

The hirer shall indemnify the school 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 least one week before the hire.

Gaming

No gaming is allowed except in accordance with the conditions of the Gaming Act 1968, Section 41.

A copy of these conditions is available from the Local Magistrates Court during the normal hours of business and the hirer shall be deemed to have knowledge of the contents whether or not they have availed themselves of the opportunity of inspection.

Use of Equipment

The hired area does not include the use of any equipment except where specifically agreed and will be subject to any fees deemed appropriate by the school.

The hirer must do everything reasonable to avoid loss, damage or breakage to the school's property whilst the school's premises are under the hirer's control.

Any loss, damage or breakage must be reported as soon as is practical to the School Finance Manager.

The school will be entitled to charge the hirer for any such loss, damage or breakage on terms to be approved by the school.

Insurance

The hirer shall be responsible for reimbursing the full cost of any damage caused by users to premises, furniture, apparatus and equipment and will be required to indemnify the school against any liability in law in respect of any accident involving death or bodily injury to any person, or damage to or loss of any property (real or personal), in connection with the use of the premises unless due to the negligence of the school.

The hirer must indemnify the school in the minimum sum of £5,000,000 against all public liabilities and evidence must be provided before the hire takes place.

The Public Liability Insurance must be taken out in the name of the hirer/organisation and not in the name of an individual. If the hirer cannot provide evidence of adequate cover the hire will not be permitted.

Parking Vehicles

The parking of vehicles on the school's property shall be permitted in the school's main car park, and only on condition that persons bringing such vehicles onto the premises do so at their own risk.

Disabled parking is available on site adjacent to the school's main car park.

Equally, they must accept responsibility for any damage to the school's property or injury to any person whether connected with the establishment or not.

Use of Playing Fields

Any hiring of a playing field may be cancelled without notice if weather conditions or the state of the ground make it likely that unreasonable damage may result from use.

It is expected that suitable footwear must be worn at all times.

Use of Sports Hall, Dance Studio & Synthetic Pitch

Any hire of the sports hall, dance studio or the synthetic pitch must be attributed to a named hirer who then takes on the responsibility for fulfilling the conditions of the hire.

Any hiring must be made on a termly basis and charges should be paid in advance.

CCTV is installed on the school premises to monitor hiring of the facilities.

Any school equipment put out by hirers must be removed at the end of the hire period and put back in the community store cupboard.

Any hiring of the synthetic pitch may be cancelled without notice if weather conditions are unsuitable. School permission must have been given for hirers to store their equipment in the community store cupboard.

The hirer is responsible for closing any windows, doors or gates that they open. Failure to do this will result in either a fine (2 occasions £50.00) or cancellation of the agreement should this not be adhered to (3 occasions).

All hirers must have left the sports facility building and site by 9.45pm. This will also require the closing of doors and the locking of pedestrian gates in readiness for the building being locked up for the night.

Any late departures resulting in call outs or alarm activations will be charged a one-off fee of £50.

During exam periods in the summer (typically 5-6 weeks) the sports hall will not be available for hire.

The hirer will be advised of any other exam periods prior to any hire agreement.

Failure of any hirer to abide by the above conditions may result in the cancellation of a hire.

Health & Safety

Hirers of the school premises are required to give due attention to their own Health & Safety and to the Health & Safety of others.

In case of accident or emergency, please contact the Emergency Call-Out on 07903 620142.

Prior to the hire taking place it is important that the hirer is aware of the following Health & Safety arrangements:

- It is the responsibility of the hirer to make their own arrangements for the provision of First Aid Facilities.
- It is the responsibility of the hirer to familiarise themselves with emergency exit routes which are signed throughout the school building and implement a fire risk assessment.
- Working at Heights is not permitted unless evidence of training is provided to the School Finance Manager in advance.

The hire of any specialist equipment in the school, if permitted under the hire arrangements, may only be used by an adult in the following circumstances:

- If prior approval has been given by the school (via the hire arrangement).
- If the hirer has been appropriately trained, or is able to demonstrate to the school prior knowledge, understanding and competence in its use.
- After making a visual safety check of plugs and connections and the condition of the equipment.
- Once the appropriate equipment hire fee has been paid.
- The hirer must not bring any chemicals on to the school site, as all chemicals require a COSHH form.

Equipment brought into school may only be used in the following circumstances:

- If prior approval has been given by the School Finance Manager.
- If the hirer can confirm that it meets the appropriate safety standard and that its condition has been thoroughly checked in line with the regulations governing the periodic testing of portable electrical appliances.
- If the hirer can demonstrate competency in its use.
- After making a visual safety check of plugs and connections and the condition of the equipment.

Safeguarding and DBS Checks

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, and consideration should be given to the fact that all hiring of the facilities are on a shared site with the Leisure Centre. All safeguarding measures should be put into place to consider this.

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 Enhanced DBS check.

The hirer will be required to have appropriate safeguarding policies in place, including safeguarding, child protection, and risk assessments. The hirer 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 Jacqui Archer (School Finance Manager) jarcher@friaryschool.co.uk as soon as reasonably practicable.

The hirer understands that if the 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).

Miscellaneous

The school kitchen and kitchens are not normally available for hire.

The hirer shall not sub-let the school facilities to any third party.

The cost of hire will be provided by the School Finance Manager following on from completion of the Hire Application Form. The following factors determining the cost:

- Area of school to be hired
- Length of hire agreement
- Any direct costs associated with the hire; Eg - heating, lighting, power, cleaning, caretaking, wear and tear, equipment used, etc

Reviewed By	Full Governors	Implementation Date	Jan 2024	Review Date	Jan 2026
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