



Premises Hire Policy

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1.0	03/2020	Original format
2.0	03/2022	Addition of AGP section 2.2
3.0	05/2022	Addition of Netball Courts section 2.2
4.1	02/2023	Safeguarding update, section 6

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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)

2. Areas available for hire

2.1 Available areas

The school will permit the hire of the following areas:

- Main Sports hall
- Small Sports hall
- AGP
- Muga
- Netball courts

2.2 Capacity and charging rates

The rates for hiring each area are as follows:

AREA	COST
Sports hall*	£34.25 per hour
Gym/Small Sports hall*	£30.00 per hour
Muga*	£34.25 per hour
Netball courts*	£20.00 per hour
AGP*	Partner clubs £22.50 per hour per quarter pitch Community £25.00 per hour per quarter pitch Commercial £30.00 per hour per quarter pitch

*There is a minimum hire of ten sessions for all areas

Hire charges are subject to review every year.

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.

We may decide to impose an additional cleaning fee on top of the hiring rates.

3.2 Cancellations

We reserve the right to cancel any agreed hiring with no 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 but will be charged the full hire rate; the licensee shall not be entitled to a refund for any of the hireable areas.

3.3 Review

The revenue raised from hiring out will be reviewed by the SBM 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 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 finance/lettings admin assistant..

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 is required upfront and in full before the letting. 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.

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 and all associated parties who intend/will be onsite, must fulfill all the schools safeguarding requirements in order for the letting to be granted. Any breach will result in automatic cancellation of the hire.
3. 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. The School requires payment monthly in advance, if the hirer fails at any time to pay the School's charges in advance, the hire shall immediately be cancelled. Once booking confirmed by email the club is liable for full fees, no refunds or credits will be given for any unused sessions.
5. 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.
6. The hirer shall not sub-licence any of the premises under the licence.
7. 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.
8. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the licence.
9. The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.
10. 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. 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 five days before the start date of the hire.
11. 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.
12. 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
13. 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.
14. Any cancellations by the school will be refunded.
15. Any cancellations by the hirer will not be refunded.
16. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
17. 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.
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 hirer and the individuals participating are responsible for adhering to the latest government guidelines on COVID-19 at all times.
25. 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.
26. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
27. 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 the lettings assistant as soon as reasonably practicable.

Enhanced DBS certificates must be provided for all people attending site in relation to the letting, appropriate first aid certificates or equivalent must also be provided, along with evidence of safeguarding training. This process will be quality assured by the designated safeguarding lead at the school. No lettings will be approved until all safeguarding checks are completed satisfactorily. Information provided in relation to safeguarding will be subject to "spot checks"

If the letting is found in breach of any safeguarding protocol at any time, the letting will be cancelled with immediate effect.

7. 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, such as where COVID-19 is no longer a risk.

Any updates to this policy will be shared with the full governing board.

Waingels Academies Trust Hire Form

CONTRACTS ARE NOT ENTERED INTO WITH A CLUB OR OTHER SIMILAR BODY UNLESS IT HAS BEEN LEGALLY INCORPORATED. IF THE PREMISES ARE TO BE HIRED ON BEHALF OF A CLUB OR OTHER UNINCORPORATED BODY THE CONTRACTING PARTIES SHALL BE **THE GOVERNING BODY OF THE SCHOOL ("THE SCHOOL") AND AN INDIVIDUAL OFFICER OF THE CLUB**. THE HIRER SHALL BE LIABLE TO THE SCHOOL FOR ALL DEBTS AND LIABILITIES THAT SHALL ARISE UNDER THIS AGREEMENT.

IN CONSIDERATION OF Waingels Academies Trust AGREEING TO HIRE TO ME/US

MY/OUR NAME:

ADDRESS:

POST CODE:

TELEPHONE NUMBER:

DATES FROM: TO: TIMES FROM: TO:

DATES EXCLUDED:

IN ACCORDANCE WITH THE SCHOOL'S LETTINGS POLICY, CONDITIONS OF HIRE AND SCALE OF CHARGES (including the payment to the School of charges calculated in accordance with such policy), I/WE (otherwise referred to herein as the hirer, my/our, myself/ourselves, me/us) HEREBY AGREE:

1. that the School reserves the right to terminate the hire with immediate effect should it be found that any part of the School and/or its equipment has been damaged, stolen or used inappropriately or if as a direct consequence the hire of the premises impacts on the operational function of the School for its primary purpose;
2. Any inappropriate language or treatment of Waingels College staff the school will terminate the hire with immediate effect.

3. The School requires payment monthly in advance, if I/we fail at any time to pay the School's charges in advance, the hire shall immediately be cancelled. Once a booking is confirmed by email the club is liable for full fees, no refunds or credits will be given for any unused sessions.
4. I/we have read, understood, agree, shall observe, fulfil and comply with all the Conditions set out below:
 - a) VAT may be applicable in certain circumstances and for certain hiring's. I/we have enquired and established at the time of making the booking whether VAT is payable.
 - b) I/we will ensure that a responsible person will be present on the premises at all times during the full period of the hire. Where any hire/activity taking place involves children under the age of 18, all persons with a responsibility for organising, operating, supervising or coaching such hire/activity must have a DBS with no disclosures, failure to comply the school reserves the right to terminate the hire with immediate effect.
 - e) I/we accept full responsibility for damage to or theft of or from the School's property, over which I/we have control, occurring during the period of hire of the premises.
 - f) Any cleaning undertaken which, in the opinion of the officers of the School, is required as a result of the hiring and outside the scope of the agreed hire charge, will be charged to me at the appropriate rate.
 - g) The School accept no responsibility whatsoever for any loss of or damage to personal property, howsoever caused, brought into or left in the premises during or as part of the hire of the premises, unless such loss or damage arises as a direct result of the negligence of the School.
 - h) The School shall not be liable to the Hirer for any consequential loss.
 - i) If I/we discover any hazard(s) regarding access to or the use by me/us of the School premises or regarding the equipment to be used, whether before or during the hire of the premises, I/we shall immediately make a representative of the School aware of the hazard(s).
 - j) I/we agree that no equipment will be used without the prior written approval of an authorised representative of the School, as the case may be, and that the installation and use of my/our equipment will have been agreed by the an authorised representative of the School in advance of such use or installation and the use or installation will be carried out by trained and competent personnel.
 - k) I/we agree to familiarise myself/ourselves with the position of telephones, escape routes, fire alarms, fire fighting equipment and defibrillator.
 - l) I/we agree to read and ensure that I/we understand any notices regarding the procedures to be followed, and action to be taken, in the event of fire and I/we agree to ensure that that such information will be passed on by me/us to anyone using the premises during the period of hire.
 - m) I/we shall indemnify the School against any legal liability for loss, damage, demand or proceedings whatsoever, arising under statute or at common law, for damage to property, which shall include the hired premises, or personal injury to or death of any person, caused during or by circumstances arising from, related to or connected with the hire of the premises except where arising from the negligence of the School or its governing body.
 - n) I/we agree to effect Third Party/Public Liability Insurance against any legal liability for loss, damage, demand or proceedings whatsoever, arising under statute or at common law, for damage to property, which shall include the hired premises, or personal injury to or death of any person, caused during or by circumstances arising from, related to or connected with the hire of the premises on the following basis:
 - i) accidental bodily injury or disease, including death to third parties and in respect of damage to their property – **limit of indemnity not less than £5 million***;

- ii) accidental damage howsoever caused, including by fire, to the premises on hire – **limit of indemnity not less than £5 million***.
- p) No school facility may be sublet, or reassigned to any other organisation or individual nor assign or sublet any right or benefit under it without the prior written consent of an authorised representative of the school. If this is found the hire will be terminated with immediate effect.
- q) I/we agree to adhere to the Government and the individual sport governing bodies latest approved protocol/guidelines issued for outside/indoor team sports and group activities for Covid-19. Any breach of the guidelines/protocols the school reserves the right to terminate the hire with immediate effect. Any fine received by Waingels College will be the responsibility of the hirer to pay.
- r) Enhanced DBS certificates must be provided for all people attending site in relation to the letting, appropriate first aid certificates or equivalent must also be provided, along with evidence of safeguarding training. This process will be quality assured by the designated safeguarding lead at the school. No lettings will be approved until all safeguarding checks are completed satisfactorily. Information provided in relation to safeguarding will be subject to “spot checks” If the letting is found in breach of any safeguarding protocol at any time, the letting will be cancelled with immediate effect.

AUTHORISED SIGNATORY

NAME (block letters)

POSITION IN ORGANISATION:

DATE:

WITNESSED BY (signature):

NAME OF WITNESS (block letters):

ADDRESS OF WITNESS:

POST CODE:

POSITION IN ORGANISATION:

If applicable, the invoice in respect of payment for the hire may be forwarded to:

**** If the hirer is a firm this agreement must be signed by a partner of the firm. If the hirer is a limited company this agreement must be signed by a director or the secretary of the company. If the hirer is a club or similar organisation this agreement must be signed by an authorised officer of the club or organisation. This form must be returned to the School at least 7 days before the proposed date of the hire.**

Please return this form via email to milsmc@waingels.wokingham.sch.uk