



## **Premises Hire Policy**

**Applicable to all SJBCA Schools – Bishop Milner Catholic College, St Chad’s Catholic Primary School and St Joseph’s Catholic Primary School.**

**Approved by Directors: December 2019**

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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:

- Sports hall
- 3G artificial pitch
- Classrooms
- Playing fields
- Dance studio
- Main hall
- Changing rooms

### 2.2 Capacity and charging rates

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

AREA	DURATION	COST
Sports hall (BMCC)	Full Hall – 1 hour	£40
	Full Hall – 1 hour / 10-week block	£30
	Half Hall – 1 hour	£20
	Badminton Court – 1 hour	£10
3G artificial pitch (BMCC)	Full Pitch – 1 hour	£35
	Full Pitch – 1 hour / 10-week block	£30
Multi Use Games Area (MUGA) (St Josephs)	Full Pitch – 1 hour	£20
Changing Rooms (BMCC)	Male / Female – 1 hour	£10
Classrooms	1 hour	£12
	Per Day	£50
Playing fields	1 hour	£20
Dance Studio	Full Studio – 1 hour	£25

AREA	DURATION	COST
Main hall	Full hall – 1 hour	£30
	Plus retractable seating (BMCC only)	£15
	Plus lighting / sound desk (BMCC only)	£15

Any additional requests outside of this charging grid will be provided as price on application.

### 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 working days. 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 working 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 MAC Strategic Director 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 and sign the hire request form and submit it to the school office. Approval of the request will be determined by the Senior Operations Manager.

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.

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 a 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 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 7 working days' notice will not be refunded.
13. Any cancellations by the school made with at least 14 working 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. Where the school is not familiar with the organisation, references may be requested prior to approval of venue hire.
18. 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.
19. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
20. 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.
21. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running.
22. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
23. 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.
24. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.

25. 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.

#### Use of Facilities

1. During normal school hours visitors should report to reception. Out of school hours visitors are required to report to the duty caretaker at the venue.
2. Visitors are not permitted to enter any area or room, or to use any facilities or equipment other than those connected with the use of the facilities outline in this agreement. The facilities booked may only be used at the times and for the purposes agreed by the school. Unless the school gives prior consent, the hirer may not invite onto school premises persons other than the members of the hirer's party.
3. Only indoor footwear with non-marking soles will be permitted in the sports hall. Soles must be clean.
4. Only the recommended footwear shown on the signs for the 3G can be worn, the school reserves the right to cancel the letting if the correct footwear is not worn.
5. **NO** food and drinks (other than water) are to be taken into the Sports Hall/3G.
6. Hirers are **NOT** permitted to enter the sports hall storeroom without permission.
7. The school reserves the right to end any game or cancel any booking which in its opinion is not being conducted properly, or breaches any of the booking conditions.
8. All relevant floor protections must be used at all times if deemed necessary by the duty caretaker.

#### Parking of Vehicles

1. Under no circumstances will the school accept responsibility for loss of, or damage to, any car or other vehicle which, in connection with the function, is brought or left within the school grounds. The hirer shall ensure that no car or other vehicle is allowed to be parked in any unauthorised position and that any instructions given by any of the school staff in regards to parking of vehicles are strictly observed.

#### Smoking

1. Smoking is not permitted within the school grounds, inside buildings or in the front lay by.

#### Prohibitions

2. All hirings are subject to the following prohibitions:
  - a. No alterations or additions shall be made by the Hirer to the lighting, heating, seating, gangways, fittings, fixtures or other arrangement of the accommodation without the written express consent of the school.

#### Right of Entry

3. Any duly authorised officers of the school on duty shall at all times have free ingress and egress to and from the hired area.

#### Accidents

1. In the event of an accident the Hirer is responsible for administering First Aid (see item 36) and summoning the appropriate emergency service. In addition, and as soon as practicable, the hirer must contact the relevant school, or if the school reception is closed then the Duty Caretaker, whose contact details will be provided at the time of hire

and advise them of the incident. Any accident that occurs on school property **MUST** be reported at the time of the event, or as soon after as is practicable. An accident report form must be completed. It is the hirer's responsibility to report any RIDDOR incident in accordance with current legislation.

#### First Aid

1. It is the sole responsibility of the hirer to ensure adequate First Aid provision for their booking. Determined by the type of activity taking place, this would include suitable and sufficiently trained First Aiders, First Aid supplies and a suitable method of contacting emergency services.

## **6. Safeguarding**

1. The relevant school Safeguarding Policy (available on the school's website) applies during term time which imposes responsibilities on the school with respect to young persons and vulnerable adults and how they are protected. The school insists that all hirers fully adhere to this policy but they must also ensure that:
  - a. They have in place appropriate policies and procedures for safeguarding;
  - b. Their staff have received appropriate training in safeguarding and child protection; and
  - c. The organisation is compliant with its legal duties to undertake safer recruitment vetting checks on their staff, including those staff who will be responsible for the children during the period of hire.
  - d. It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space.
  - e. 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.

## APPENDIX A

### APPLICATION FOR THE HIRE OF PREMISES AS PART OF THE ST JOHN BOSCO CATHOLIC ACADEMY BY EXTERNAL ORGANISATIONS FOR ACTIVITIES PROVIDED FOR CHILDREN AND YOUNG PEOPLE (under the age of 18)

St John Bosco Catholic Academy is committed to ensuring that all organisations that use their premises (schools and other Children's Services premises) comply with the guidelines recommended by the Local Safeguarding Children Board and also as set out by the Department of Education (DfE).

Detailed below are a set of questions which we expect all organisations to be able to answer and provide evidence where requested. If you/your organisation will have children or young people (under the age of 18) attending your classes/activities you must complete and sign the following, before the school can accept your booking.

#### Name and Address of Organisation/Applicant:

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<b>Name of school lettings requested at</b>	<b>Bishop Milner Catholic College</b> <input type="checkbox"/> <b>St Chad's Catholic Primary School</b> <input type="checkbox"/> <b>St Joseph's Catholic Primary School</b> <input type="checkbox"/>
<b>Part of the premises requesting to be hired</b>	
<b>Date and time of first hire</b>	
<b>Is this a recurring request, or one off? If recurring, indicate the frequency and number of occurrences (e.g. weekly, 10 weeks)</b>	

<b>Number of expected participants in the activity</b>	
<b>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)</b>	
<b>Additional equipment you will be providing yourself</b>	

**List 99 Check (document required)**

I authorise the school to carry out a List 99 check and have provided a document stating my full name and date of birth (ie: passport/driving licence).

*(List 99 is a list of people whose employment with children is prohibited by the Secretary of State for Department for Children, Schools & Families).*

**DBS (document required)**

I enclose a copy of my current DBS clearance form.

(Disclosure and Barring – this is a statutory check as required under the School Staffing (England) Amendment) (No2) Regulations 2006.

**Child Protection:**

The organisation has specific arrangements in place for dealing with situations where children are not collected after the activity. These are:

The organisation keeps the following records and registers of all children attending the activity:

The organisation keeps the following records of all staff and tutors who have contact with children on this site:

The organisation has a trained first aider in attendance at all times and suitable first aid equipment – YES/NO  
(delete as appropriate)

**Insurance:**

The organisation had Public Liability Insurance (usually insured up to £5m). Please give details of the insurance cover (insurer, date of policy, etc.):

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Tel No: \_\_\_\_\_

Email Address: \_\_\_\_\_

**THIS COMPLETED FORM WILL BE HELD BY THE SCHOOL AND MAY BE SUBJECT TO INSPECTION BY OFFICERS OF DUDLEY METROPOLITAN BOROUGH AND OFSTED**

This form must be returned to:

Please return this form via email to the relevant school. 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.

Senior Operations Manager  
Bishop Milner Catholic College  
Burton Road  
Dudley  
West Midlands  
DY1 3BY

Principal  
St Chad's Catholic Primary School  
Catholic Lane  
Sedgley  
West Midlands  
DY3 3UE

Principal  
St Joseph's Catholic Primary School  
Hillcrest Road  
Dudley  
West Midlands  
DY2 7PW