



NEALE-WADE
ACADEMY

Premises Hire Procedure

CONFIDENTIAL

DOCUMENT	<u>Premises Hire Procedure</u>
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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:

- Sports hall
- Gymnasium
- Classroom(s)
- Playing fields(s)
- Main Hall
- Tennis Court(s)/Badminton Court(s)/Netball Court(s)
- Synthetic pitch

2.2 Capacity and Charging rate.

Neale-Wade Academy Price List 2023/2024

A discount will be added for some facilities for bookings of 10 weeks or more. Hall and Astro hire is for the 1hour duration of the activity. Football pitch hire in the case of a football match is for the duration of the match.

Venue	Price is for 1 hour activity	Hourly booking rate	Discounted price.
Whole Sports Hall – Senior	£45:00	N/A	£40:00
Whole Sports Hall – Junior	£30:00	N/A	£25:00
Half Sports Hall – Senior	£30:00	N/A	£25:00
Half Sports Hall – Junior	£20:00	N/A	£15:00
Full Astro - Senior	£50:00	N/A	£45:00
Full Astro - Junior	£35:00	N/A	£30:00
Half Astro - Senior	£35:00	N/A	£30:00
Half Astro - Junior	£25:00	N/A	£20:00
Astro Full Floodlights	£17:00	N/A	£15:00
Astro Half Floodlights	£12:00	N/A	£11:00
Gym – Senior	£34:00	N/A	£28:00
Gym - Junior	£20:00	N/A	£15:00
Football Pitch 11 v11	£44:00	N/A	£40:00
Mini U7/U8 5v5	£12:00	N/A	N/A
Mini U9/U10 5v5	£14:00		N/A
Youth U11/U12 7v7	£16:00		N/A
Badminton Court - Senior	N/A	£10:00	N/A
Badminton Court – Junior	N/A	£8:00	N/A
Mobile floodlights	£8:00	N/A	N/A
Birthday Party Hire	N/A	£25:00	N/A
Classroom Hire	N/A	£25:00	N/A
Main Hall	£45:00	N/A	N/A
Tennis Courts now to be booked using this link: Membership and Pay as you Play on offer. https://clubspark.lta.org.uk/nealewadetenniscentre			
Gym Suite membership information to follow.			

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 require an additional cleaning fee on top of the hiring rates, fee to be discussed when relevant.

All payments must be made in advance via BACS to The Active Learning Trust

- Sort code 20-17-68
- Acc number – 53059073

Payments must be received 1 working day before the start of the booking.

Bookings of 10 weeks or over can be made monthly, first payment to be made before the start of the booking.

3.2 Cancellations

The Management reserves the right to refuse any application, or to cancel or terminate any booking. The Management will not as a result, incur any liability for breach of contract, or otherwise, or be held liable for any expenses incurred by the Hirer, either indirectly or directly for such refusal, cancellation, or termination.

The management will give prior notice where possible to the hirer if the facilities are to be used by the Academy for educational requirements. The hirer will be reimbursed if payment has already been received.

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.

A request for cancellation of a period of hire for a block booking must be made in writing at least 28 days in advance of the period of hire or any other period determined by the Management at the time of booking. If such notice is not received the full hire charge will be due if a replacement booking is not found. This means when completing your booking form at the start of the year if you have stated your session will be running 'September to May' then you will be billed as stated. This allows us to accurately plan the Sports Centres finances throughout the year.

The hirer of the premises can cancel 10 days prior to the session. If less notice than this is given, then you will not be entitled to a refund.

3.3 Review

The revenue raised from hiring out will be reviewed by Neale-Wade Academy/The Active Learning Trust 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 Sports Centre Supervisor. Approval of the request will also be determined by the Sports Centre Supervisor.

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 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 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 licence 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.
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. Some groups/organisations use Neale-Wade's insurance to cover their sessions, please ask for details.
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.
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.

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.
13. Any cancellations by the school will be notified as soon as possible and will be refunded.
14. Any cancellations by the hirer received with less than 10 days notice will not be refunded.
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.
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.
17. The hirer will clean their own equipment brought onto the premise and leave facilities in a reasonable standard.
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. This includes a risk assessment for COVID-19.
23. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
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.
25. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
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.
27. **First Aid-** Certain members of the Sports Centre Staff are First Aid qualified and First Aid boxes are located in the Sports Centre Office. However, there are times when facilities are hired out but not attended by a member of the Sports Centre staff. It is therefore the responsibility of the Hirer to provide their own first aid cover in the form of a qualified First Aider and First Aid kit, and ensure that a mobile phone is available from which emergency services can be summoned if required.
28. The Defibrillator can be found behind the Sports Centre Reception.
29. Exam schedule 2023/2024

Please understand that the dates attached can be changed at any time. The Sports Centre Supervisor will be in contact to remind you of exam dates and how this may affect your booking. Alternative booking spaces may be offered to continue your booking during exams. This will primarily effect Sports Hall hire. Draft dates are as follows:

- Friday 15th September 2023 – Tuesday 19th September 2023
- Friday 10th November 2023 – Friday 1st December 2023
- Monday 8th January 2024 – Friday 19th January 2024 (May not affect Sports Hall)
- Friday 3rd May 2023 – Friday 28th June 2023

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 gbrown@neale-wade.org as soon as reasonably practicable.

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.

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

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 bwatson@neale-wade.org.

Facility available booking times

Monday: 4:30pm-8:00pm

Tuesday: 4:30pm-8:30pm

Wednesday: 4:30pm-8:00pm

Thursday: 4:30pm-8:30pm

Friday: 4:30pm-8:00pm

Saturday: 09:00-17:00

Sunday: Closed. One off bookings can be arranged but this must be agreed between the Sports Centre Supervisor and Weekend Caretaker well in advance of your perspective date.

Premises must be vacated 15 minutes after closing time to allow for the management to secure the facilities and grounds. Management will not be responsible for any vehicles that are left on site after the site has been locked and secured.

Name of Club/Organisation/Individual hirer	
Applicant contact details	Address: Phone no: Email address:
Facility Required for Hire:	
Purpose of Activity/Organisation	
Date and time of session: Please take into consideration that your day or time of booking may not work with the Sports Centre schedule. If this is the case the Sports Centre Supervisor will contact you to amend and arrange an alternative outcome for your booking. Please add any extra information regarding the dates in your booking. For example: Will your session run during school holidays? Any dates that can be excluded or noted by management. If this is not made clear to the Sports Centre Supervisor, you may still be charged.	Day required: Time required: <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> Any Additional information to help us with your booking? (Extra equipment etc) - </div>

Please state the start date of your booking and the final date of your booking: (If you would like your booking to remain constant throughout the whole year please state "Sept 23 – Aug 24")	Session Start date: Final Session date:
Expected number of participants:	
Confirmation and details of the safeguarding and child protection arrangements you have in place (If necessary)	
<p>Please read below the following information that will need to be supplied before your first session:</p> <ol style="list-style-type: none"> 1. Lead coaching qualifications 2. If your session is identified of needing an external Risk assessment, then please provide. (Sports Centre Supervisor will ask if needed but please supply ASAP if possible) 3. Most private hire sessions are covered under public liability insurance possessed by the school, but we ask if you have any additional insurance that we have a copy to hand. <p>All information will be filed and copied. Any questions then please ask the Sports Centre Supervisor.</p>	

By signing below, I agree to the terms and conditions set out in the school's premises hire procedure.

Name _____ Date _____

Signature _____

Please return this form via email to bwatson@neale-wade.org. 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.