

Premises hire policy

The William Hogarth School



Approved by:

Full governing Body

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Contents

1. Aims and scope	2
2. Areas available for hire.....	2
3. Charging rates and principles.....	3
4. Application process.....	4
5. Terms and conditions of hire	5
6. Safeguarding	6
7. Monitoring arrangements	7
Appendix 1: Hire request form.....	8
Appendix 2: Confirmation of licence template letter	10

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)
 - Support the community cohesion of the local area
 - Maintain the good name and reputation of the school
 - Maintain good relations with the school's neighbours

2. Areas available for hire

2.1 Available areas

Designated areas within the school are available for hire unless required by the school. Lettings are available outside of school hours during the week and all day in the school holidays. Lettings can be booked on Saturdays and Sundays but are quoted on application.

The school will permit the hire of the following areas:

- School hall
- School Dining Hall
- School Kitchen
- Library
- Classrooms

- Playground
- Ball Park

2.2 Capacity and charging rates**

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

AREA	CAPACITY	COST
School Hall	200 standing 150 seated	£60 / hour £450 / day (8 hours)
Dining Hall	200 standing 150 seated	£60 / hour £450 / day (8 hours)
School Kitchen	10 standing	£200 / day
Library	30 standing 20 seated	£50 / hour £175 / half day £250 / day (8 hours)
Classrooms	50 standing 30 seated	£50 / hour £175 / half day £250 / day (8 hours)
Playgrounds	120	£50 / hour £300 / day (8 hours)
Ball Park	60	£50 / hour £300 / day (8 hours)

Free car-parking (in the gated carpark areas only) may be available – please confirm details when booking.

Lettings are only available from 1700 - 2100 Monday to Friday (Term Time).

Holiday lettings: 0800 - 1800 Monday to Friday

Saturday lettings: 0900 – 1800

Sundays lettings are only available on selected dates (please request availability with the school office).

These are quoted on application.

**Negotiated discounted rates may be agreed on the basis of multiple rooms or block bookings over a period of time. These will include any incremental costs incurred by school (e.g. overtime for caretaker or additional cleaning). The Headteacher with prior agreement of the Chair of Governors is delegated the discretion and responsibility to sign-off any discounted rates – this will be minuted together with the agreed period the discount applies to. A copy of the written agreement, noting the negotiated terms and discount period, with the hirer will be maintained for audit trail purposes.

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.

If the school finds it necessary to cancel a booking, as much notice as possible will be given, generally not less than 5 working days and, where possible, alternative accommodation will be offered. If this is not possible, a refund will be made. The LA and the school will accept no liability in respect of commitments incurred by the Hirer due to such cancellations. If any of the requirements of the booking are breached (such as persistent late payment – see clause 13) the school will cancel the booking and no refund will be provided.

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 days without charge.

Cancellations should be made in writing at least 2 weeks before the proposed letting, otherwise the hirer will still be liable for the following charges: Less than 2 weeks' notice but more than 1 week – 50% of the rental. Less than 1 weeks' notice – 100% of the rental charge. Should the space be successfully re let, deposit fees will be refunded in full.

3.3 Review

The revenue raised from hiring out will be reviewed by the headteacher and will be fed into the school's financial reporting to governors, 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 at least two weeks before the first day of the proposed letting. In the case of block bookings, four weeks' notice should be given. The person signing the application form will be considered to be the Hirer.

Approval of the request will be determined by the Headteacher. All applications will be considered on their merits with due consideration to the Equal Opportunities Act 2010 and DFE Safeguarding Legislation. The decision to permit a letting will take into consideration the suitability of the activity, availability of the space and likelihood of damage or nuisance.

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 or reputational damage may occur.

Letting fees are reviewed annually by the Governing Body. When the letting has been confirmed, payment must be made to the school prior to the use of the premises. In the case of a regular booking, payment will be required at the end of each term and an invoice will be sent to the Hirer.

Deposit

A deposit will be charged of £200 to secure the booking and will be held against damage and additional cleaning required. In certain instances, see 3.2 above, the deposit may be returnable.

Late payment charges

Where hire charges are paid by invoice (long term commercial lets), the school reserves the right to charge interest at the prevailing Bank of England base rate plus 8% per annum for late payment and in appropriate

cases (for example persistent late payment) to cancel the contract (subject always to any contractual terms that may have been separately agreed).

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.
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 working days before the start date of the licence.
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. We reserve the right to cancel any agreed hiring with a minimum of 7 days notice. Any cancellations by the school made with at least 7 days notice will be refunded.
14. Any cancellations by the hirer should be made in writing. Notice of cancellation received with less than 1 week's notice (7 days) 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 ensure the premises are tidy and free of rubbish at the end of the hire period.
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. This may incur an additional charge.
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 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.

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. The school's Child Protection Policy and procedures must be consulted and adhered to when external organisations are working with children and young people whilst hiring any part of The William Hogarth School.

The policy can be viewed on the school website at:

<https://www.williamhogarthschool.co.uk/our-school/policies>

a) At an event where the majority of attendants are children and the number of children in exceeds 100, the hirer must ensure that a sufficient number of adults are stationed to prevent more children or other persons being admitted, to control the movement of the children and other persons and to take all other reasonable precautions for the safety of the children. This is a requirement of the Children's and Young Person's Act 1933.

b) If requested the Hirer must also provide evidence of criminal record checks for all staff and others working closely with children or for adults using the school premises at a time when school pupils or other young people may be on site.

c) if requested the Hirer must provide details of qualifications, relevant registrations, and references as well as other safeguarding information.

d) The William Hogarth School is committed to supporting the Government's Prevent Strategy and will comply with its duty to prevent people being drawn into terrorism and to counter extremism. The William Hogarth School will identify risk and work with local partners to prevent radicalisation and terrorism. We will not hire or let the school to any individual or group that we feel would be in conflict with our duty under the Prevent Strategy. The William Hogarth School expects all hirers and their representatives to share this same commitment.

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 Avril Stockley on 07974194994 as soon as reasonably practicable.

The hirer understands that if our 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).

Health and Safety

- a) All electrical equipment brought in by the school must have a current Portable Appliance Test Certificate.
- b) If using the kitchen (when specific permission has been granted only) The hirer must strictly ensure that entry is restricted to adults only.
- c) The school will notify the hirer of any known hazards in advance of the commencement of the letting.
- d) The school will ensure that means of access and egress are maintained clear and unobstructed. The hirer is required to maintain this during the letting.
- e) The hirer must be aware of the fire drill detailed in Appendix 3
- f) The hirer will have a working mobile telephone for emergency use
- g) The hirer has suitable first aid equipment in place.
- h) The hirer must ensure that the number of persons using the premises do not exceed the number agreed by the school.

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 full 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 Rachel Henry, school office, 02089944782 / admin@hogarth.hounslow.sch.uk .

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 time of first hire	
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	
Confirmation and details of the safeguarding and	

child protection arrangements you have in place	
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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 admin@hogarth.hounslow.sch.uk. 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.

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 available 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 [£ . This includes / does not include an additional cleaning fee]. 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
- Specify any other documents you'll require when someone hires the premises

We've attached the following documents:

- Details of emergency evacuation procedures in the event of a fire/similar emergency
- Specify any other documents you'll want to make sure the hirer is familiar with (e.g. health and safety policy)

Please make sure you're familiar with these before the date of hire.

You can contact Rachel Henry, school office, 02089944782 or admin@hogarth.hounslow.sch.uk with any questions about hiring the premises.

Kind regards,

Appendix 3: Fire Drill Arrangements

To instruct all persons in the fire and evacuation drill:

The person discovering the fire will operate the nearest fire alarm.

On hearing the fire alarm occupants walk calmly through an emergency exit and assemble in the front playground if in the main building or in the car park to the rear of the Children's Centre if in the smaller single storey building.

Do not stop to collect your belongings.

Close doors as you leave the building.

Phone the emergency services.

Phone the emergency contact number (0208 583 2222).

Do not depart until the emergency services have arrived.