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Hire of Premises Policy

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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)

The school outsources Co-ordination of all Lettings to Wolverhampton City Council’s School Lettings Team in the Facilities Management Department. They:

- Manage all calls from prospective hirers and liaise with the school to arrange use of accommodation outside of normal school hours.
- Set up contracts, raise invoices, monitor use and ensure income is collected and credited correctly.
- Collate information for directed lettings and ensure schools are recompensed accordingly.
- Advise schools of yearly increase in letting charges.
- Advise and support schools on issues that may arise from letting their premises.
- Ensure up to date public liability insurance documents are available on request (where applicable).
- Confirm lettings income received per annum and comparisons to previous years is held by the Lettings Officer and is available on request.
- Ensure all hirers have an up-to-date DBS check where appropriate.
- Review Full Terms and Conditions annually and provide them to all hirers.
- Provide a Guideline of Charges to all customers on request.

2. Areas available for hire

2.1 Available areas

The school will permit the hire of the following areas:

- School Hall (KS1 and KS2)

3. Charging rates and principles

3.1 Rates

The rates for hiring each area are as follows:

| AREA | COST |
|-------------|---------------------------------|
| School Hall | Weekdays 3:30 – 6:30 - £30ph |

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

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 48 hours notice and must be forwarded to the Lettings Officer - louise.chambers@wolverhampton.gov.uk so a credit note may be raised if the Hirer has paid in advance, otherwise normal charges will apply. 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 headteacher, Miss T Challenor, 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 contact Wolverhampton City Council's School Lettings Team (Louise Chambers - louise.chambers@wolverhampton.gov.uk) to fill out the hire request form and read the terms and conditions of hire set out in Appendix 1.

Approval of the request will be determined by the headteacher, Miss T Challenor.

If the request is approved, WCC School Lettings team will contact the hirer with details of how to submit payment and make arrangements for the date and time in question. They 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.

Dovecotes Primary School reserves 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 as set out in Appendix 1 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.

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 school's Designated Safeguarding Lead, Mis Tracy Challenor, 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).

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.

**TERMS AND CONDITIONS FOR HIRE OF SCHOOL PREMISES
(INDOOR AND OUTDOOR SPORTS OR NON-SPORT FACILITIES)**

This Hire is between you (the 'Hirer') and Wolverhampton City Council who will be referred to in this document hereafter as the City of Wolverhampton Council.

1. The Hirer must
 - a. pay the invoice sent from the City of Wolverhampton Council in full within 28 days of the date of the invoice;
 - b. subject to Clause 16, pay the hire charges whether or not the hire is actually exercised on a particular occasion;

Where the Hirer fails to pay in accordance with this Clause, the City of Wolverhampton Council have the discretion to terminate the agreement and rebook the dates otherwise reserved for the Hirer. Administration costs arising out of non-payment will be charged to the Hirer at a cost of £15.00.

2. The Hirer may be liable to pay VAT on bookings where;
 - a. The hire of indoor and outdoor facilities does not exceed 10 bookings ("bulk bookings")
 - b. is a one-off booking for an outdoor pitch
 - c. is a one-off booking for the hire of a room where the Hirer will be bringing their own equipment or
 - d. the Hirer is a private company and hires the premises for the use of swimming lessons

Where the hire was previously thought to be exempt from VAT but is later found liable to pay such, the Hirer will be invoiced and must pay that VAT for the period of the agreement in accordance with Clause 1.

3. Where the Hirer exercise bulk bookings of the premises they must ensure the hire occurs not less frequently than ONCE a fortnight.
4. All bulk bookings must not exceed the term of one year ending on the 31st August of each year.

5. The Hirer shall not assign the benefit or burden of the agreement or any part thereof sub-let any part of the premises.
6. The Hirer shall;
 - a. repay the City of Wolverhampton Council on demand the cost of reinstating, repairing or replacing any part of the premises or any property which is damaged, destroyed, stolen or removed during the period of hire. Such costs shall be certified by City of Wolverhampton Council whose certificate of costs shall be final.
 - b. indemnify the City of Wolverhampton Council against all claims, demands, actions or proceedings in respect of:
 - i. any infringement of copyright or the unauthorised playing, performance, or use of any sound recording or any sound recording reproduction equipment or any other apparatus occurring during the period of hire in the premises.
 - ii. any damage to or loss of property in the premises belonging to any person.
 - iii. the death or injury of any person which arose from an accident or occurrence in connection with the hire of the premises. All Hirers are required to have in place their own public liability insurance at the required level of £5 million limit of liability, prior to the hire of any facility. A copy of the insurance certificate will be provided on demand within 7 days to the Lettings Officer.
7. Where the City of Wolverhampton Council have made a claim in respect of third party property damages, the City of Wolverhampton Council shall on demand recover £250 from the Hirer to recover the excess for such claim.
8. The Hirer must inform the City of Wolverhampton Council of any abnormal use to which it is intended or of any risks inherent in the hiring.
9. The premises must be left clean and tidy after each occasion during the period of hire and left in the same condition as at the start of the hiring, failing which the Hirer shall pay City of Wolverhampton Council such reasonable charge for putting the premises in such good order and condition.
10. The Hirer is responsible for ensuring that any third-party persons present at the premises for the purpose of the hire comply with these terms and conditions.
11. Smoking is prohibited in or around the premises and is the responsibility of the Hirer to ensure this condition is complied with by those attending the premises in connection with the hire.

12. The Hirer must: -

- a. keep the premises clear of obstruction.
- b. familiarise themselves with the fire evacuation procedure and fire exits and to ensure that all members of their group are made aware of the location of the fire exits.
- c. ensure that they have access to a mobile telephone in the event of an emergency.
- d. ensure that a person who is trained in first aid is present at all times.
- e. ensure that they carry out their hire with adequate provisions to ensure the safety of all persons in the premises.
- f. at all times hold responsibility for ensuring that they have the correct equipment for the use of the premises.

13. No person shall in any part of the premises:

- a. bring any article of any flammable or explosive character, or any article producing an offensive smell, or any oil, electric or gas or other engine.
- b. bring, place or erect any permanent furniture fitting, erection or structure.
- c. place or fix any additional or decorative lighting or any decoration, shrubs, plants or similar things without the prior written consent of the City of Wolverhampton Council.
- d. place, fix or exhibit any advertisement in or upon any part of the premises without the written consent of City of Wolverhampton Council.
- e. move furniture or equipment except within the room hired for the requirement of the use of the premises in compliance with Clause 9.
- f. place nails, screws or other fixing must not be affixed to any part of the premises or furniture.
- g. The use and release of sky lanterns/Chinese lanterns and the lighting of fires is strictly prohibited on all sites.

14. If required by the City of Wolverhampton Council, the Hirer must arrange for a fireman to be approved by the Chief Fire Officer of Wolverhampton to be in attendance during the period of hire.

15. If you intend to use any electrical equipment during your hire, you must ensure that it complies with the 'Code of Practice for In-service Inspection and Testing of Electrical Equipment 4th Edition.

16. Reasonable notice of cancellation is not less than 48 hours and must be forwarded to the Lettings Officer - louise.chambers@wolverhampton.gov.uk so a credit note may be raised if the Hirer has paid in advance, otherwise normal charges will apply.
17. School use takes precedence over the Hirer's use of the premises. The City of Wolverhampton Council will provide the Hirer with reasonable notice where possible and of any occasion when the premises will not be available.
18. Educational buildings will be unavailable to hire on bank holidays, statutory holidays and during elections.
19. Caretakers or other employees of the City of Wolverhampton Council or other authorised persons shall be allowed unimpeded access throughout all parts of the premises during the period of the hire.
20. It is the Hirers' responsibility to be in attendance at all times during the use of hire facilities and to ensure the lettings sheet provided is signed.
21. It is the responsibility of the Hirer to ensure that DBS checks are taken of all their employees (paid and unpaid) and ensure that they have complied with the DBS Code of Practice. The Hirer must when requested provide copies of the DBS check certificates for all their employees to the Lettings Officer prior to the commencement of the Hire with an ongoing obligation imposed on the Hirer to inform the Lettings Officer of any concerns at the earliest convenience from them arising.
22. By agreeing to these terms the Hirer has consented and confirms it has obtained the consent of those employees (paid and unpaid) for the City of Wolverhampton Council to share information regarding the DBS checks with the school, statutory agencies and the Police if required to allow for the City of Wolverhampton Council to fulfil their responsibilities to safeguard young people and adults at risk.

Use of Outdoor Sports Facilities

23. Football Nets

Where it is compulsory for football teams to use goal nets they should ensure that these nets are provided by themselves in their own interests. Teams will be responsible for both erecting and taking down nets within their allocated time of hire.

24. Fixtures

A list of forthcoming matches should be submitted to the Lettings Officer louise.chambers@wolverhampton.gov.uk monthly to ensure these are booked and no other

hirer can use the facility. Any alterations should be notified immediately as they are made. Failure to do so may result in a charge being incurred.

25. Fitness of Ground

City of Wolverhampton Council will advise clubs of cancellations due to adverse weather conditions but the officially appointed referee may decide to call off a match when frost bound or other impeding weather conditions prevail or any other circumstances where it is considered reasonable for the City of Wolverhampton Council to deem the ground not fit for use.

Use of Indoor Sports Facilities

26. Swimming Pools

Two qualified lifesavers to the level required by the Royal Life Saving Society must be in attendance where swimming pools are used. Hirers must adhere to the minimum safety requirements for teacher to pupil ratios.

27. Lettings relating to Gymnasia/Sports Halls

The only ball allowed shall be a Melton cloth ball or such other ball as may be approved in advance by the City of Wolverhampton Council. Only non-marking soled training shoes/plimsolls shall be worn.

28. Judo/karate Clubs etc.

All such clubs providing instruction in martial arts shall present a current certificate of registration for examination and confirmation that a qualified instructor will be in attendance at all sessions prior to the commencement of hire. All clubs to be affiliated to the appropriate karate association.

The City of Wolverhampton Council reserves the right to amend these terms and conditions as necessary.