



Title of Policy: Hiring of School Premises

Subtext (if applicable):

Member of leadership team with lead responsibility for oversight and update of policy	DIL
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Policy and Conditions for the Hiring of Educational Premises and Grounds Out of Normal Hours

1. Introduction

1.1 General principles

It is the policy of the School to encourage and facilitate the public use of our premises. Permission to use the premises, with the exception of specialist accommodation referred to elsewhere, out of normal hours may be granted by the Head of School under this policy and authority is delegated to the School Business Manager, subject to the following provisos:

1.1.1 The use will not, in their opinion, conflict with the educational functions of the premises, or create any disturbance or inconvenience to the neighbourhood, or interfere with any existing hiring.

1.1.2 The object of the use is not for the profit of the hirer or any other person, except that (a) where such use is organised with the support of the school or parents' association and an adequate percentage of any profit is donated for the benefit of the school permission shall not be withheld, or (b) the hirer pays the full rate for any given hire period.

1.1.3 School premises are not used during the last few days of the school holidays except for approved educational purposes (e.g. adult education classes) and as required by statute.

1.1.4 Hirings of educational premises normally include toilet facilities, and parking facilities (where available).

1.1.5 Hiring of the premises for purposes that include the consumption of alcohol are inconsistent with the educational objectives of the school and hirings of this nature are not permitted, except as stated in the policy section 4.1.3.

1.2 Use of playing fields

Sports pitches may also be made available for properly supervised activities out of normal hours (particularly by organised youth groups and other similar bodies), at the discretion of governors, provided that the fields are in a fit state for such activities. In cases of doubt the Facilities Manager should be consulted.

1.3 Prevention of damage

To avoid damage to property as a result of hiring, governors may stipulate that no types of footwear (e.g. outdoor footwear in gymnasia) likely to cause damage to floors are worn, and may require other similar preventive measures to be taken. Facilities are not to be used for activities other than those for which they are intended.

Any damage caused to the premises is the responsibility of the hirer and will be charged at cost accordingly, in accordance with section 4.1.8.

1.4 Withdrawal of facilities

The object of the provisions of this scheme is to ensure the full use of the educational premises consistent with their use for normal day-to-day purposes, but it must be emphasised, particularly where premises are hired on a regular basis, that any abuse of privilege may lead to the immediate withdrawal of the facilities granted. In special circumstances, the School Business Manager may cancel a confirmed booking, but will endeavour to give reasonable notice.

1.5 Hire of sports halls and gymnasia/large halls

The use of sports halls, gymnasia and other facilities at schools/centres is subject to the following additional conditions:

1.5.1 Appropriate footwear shall be worn;

1.5.2 Hirers are to provide their own personal playing equipment (e.g. rackets, balls);

1.5.3 any sports hall equipment used (e.g. games posts and nets) shall be stored tidily after use;

1.5.4 where sports halls or gymnasia are hired for activities in which there is physical risk, the hirer is responsible for appropriate supervision. The School is in no way liable for the standard of supervision provided (See also section 4.1.8.)

2. Charges for the use of educational premises

Subject to the School's right to issue directions on the use of educational premises, charges for use will be at the discretion of the School Business Manager, except in the case of a hiring covered by statute (see section 4.5). The School Business Manager may choose to offer free use or may set a charge which does not fully cover costs. However this would need to be on the understanding that the hiring was not subsidised from the school budget. Subsidies may be provided from income from other hirings or sources, or may be met by other grants. Charges will not be relevant in the case of use associated with the corporate life of the educational unit, such as staff meetings, parents' meetings, governors' meetings and extra-curricular activities for pupils. Costs arising from these uses will be covered by the school's budget.

3. Application procedure, conditions of booking, etc.

Any application for the hire of educational premises must be made on the official application form and in accordance with this policy.

3.1 Confirmation of booking

Educational premises will not be regarded as booked until the completed application form has been submitted and approved by the School Business Manager or by a person empowered to act on their behalf. The School Business manager reserves the right to refuse any application without stating reasons.

No public announcement of a function to be held in an educational establishment must be made until the booking has been formally confirmed.

3.2 Cancellation

The hirer must notify the establishment, in writing, of any occasion when the accommodation is not required, giving the appropriate period of notice. Some or all of the hiring fee may be forfeited.

3.3 Hirings not transferable

Hirers are not allowed to transfer the hiring to any other person or organisation.

3.4 Consultation with head of establishment

Detailed arrangements for the use of the premises shall be made by the hirer including where necessary, arrangements for the erection and/or dismantling of staging. Wherever necessary, the Facilities Manager should also be consulted on the use of the hired accommodation. The hirer shall be responsible for ascertaining that the accommodation is suitable for the purposes required.

4. Conditions for the use of educational premises

4.1 The following conditions for the use of educational premises by any hirer shall apply:

4.1.1 The following parts of the premises shall not be hired unless a special application has been made and permission granted by the governors: laboratories, home studies areas, and craft, design and technology areas.

4.1.2 Medical or dental inspection rooms shall not be used by any outside individuals or bodies for any purpose whatsoever.

4.1.3 Intoxicants shall not be sold or consumed on the premises of any educational establishments except at civic functions and other special functions for which the governors/SLT, have granted a special dispensation. The hirer is responsible for obtaining licences to meet the requirements of the Licensing Justices.

4.1.4 Raffles, bingo, lotteries or the like, shall not normally take place on educational premises for money prizes. Gambling in any form shall comply with relevant legislation.

4.1.5 The School is a non-smoking site.

4.1.6 No polish or similar materials shall be applied to floors. Educational premises must be left in satisfactory order for re-opening at the usual time. Where it is agreed that additional cleaning will be necessary (e.g. on a Sunday morning following a Saturday night function), then it is essential to determine the extra charges involved in consultation with the Facilities Manager, and advance notification of this should be given to the hirer. Any additional charge of this nature should be added to the cost of the hiring.



4.1.7 Meetings/functions shall finish so that the premises are vacated not later than 10pm unless a later time is authorised, in which case an additional charge may be made.

4.1.8 The hirer will indemnify the School against all claims from third parties involving death, injury to persons and/or loss or damage to property and also for loss or damage to the premises being used. It is, therefore, essential that the hirer is covered by Public Liability Insurance to meet any claims which may arise as a consequence of the hiring agreement.

4.1.9 If the letting is to incorporate any kind of specialist service, such as offering holistic therapies, or activities that require professional competence in the instructor, such as keep fit or karate training, then the hirer is responsible for maintaining their own professional indemnity insurance.

4.1.10 If educational premises are required for concerts or for dramatic, musical, film or any other public entertainments, or if visual aids are used, the hirer must ensure that:

- copyrights are not infringed;
- Note: the hirer must be in possession of the necessary permission or licence before the hiring commences. The hirer will produce a copy of such permission or licence upon request;

- the requirements of the Licensing Justices, where necessary, have been or will be met;

- no play shall be performed or film shown which is in any way offensive;
- in the case of film shows, only non-inflammable film is used;
- the provision of the Children and Young Persons Act 1933-69 (as amended), with regard to performances by children, have been, or will be, observed;
- any licence necessary under the Theatres Act 1968 and the Cinemas Act 1985 has been, or will be, obtained;
- the parking of motorcycles, cars or lorries, etc, on the premises, where suitable accommodation is available, shall be permitted only on condition that persons bringing such vehicles on to the school premises do so at their own risk, and that they accept responsibility for any damage or injury to the property or to any persons, whether connected with the school or not, caused by such vehicles or their presence on the premises;
- no nuisance is caused to nearby residents.

4.1.11 Duties of school site team

The school site team is responsible for opening the premises at the agreed time and remaining there until the hirer or his representative arrives and for closing and securing the premises at the conclusion of the period of hire. The opening/closing procedure may be undertaken by a third party company nominated by the school on a contractual basis. He/she/they is/are responsible for cleaning and preparing hired accommodation for its normal use, except as provided in paragraph 4.1.6 above. The erection or dismantling of staging, or the removal of chairs and furniture from one part of the premises to another, except where required for educational purposes, is not regarded as falling



within the normal duties of a site team member. Where these services are necessary, the caretaker is entitled to additional payment, the cost of which will be passed on to the hirer.

4.1.12 Security of premises

The hirer should notify the school site team if the function ends considerably earlier than expected; alternatively the hirer should leave someone in charge of the premises until the relevant school official arrives. The school must not be left without any supervision.

4.1.13 Car parking

Hirers bring their own vehicles on to educational premises entirely at their own risk and shall under no circumstances take or park car or trailers on grassed areas. If it is necessary to transport equipment on to fields by vehicle, permission must be obtained prior to the event from the head of establishment who may take advice from the Facilities Manager. The hirer will be liable for the cost of making good any damage. (N.B. The insurance cover at paragraph 4.1.8 does not include this type of damage.)

4.2 Community schemes and activities

For community schemes and activities (e.g. playgroups and holiday play schemes), the hire of educational premises is subject to the following additional conditions:

4.2.1 The accommodation to be used must be agreed beforehand with the head of establishment,

4.2.2 The hirer shall ensure adequate supervision of community schemes and activities by providing suitable leaders or organisers having regard to the number of children participating, their age and sex, and the nature of the activity being organised. The hirer shall comply with the provisions of the Children Act 1989. Particular supervision shall be exercised to prevent misuse of toilet accommodation.

4.2.3 Details of the arrangements proposed for the community scheme or similar activities shall be sent by the hirer to the School Business Manager not less than four weeks before the scheme begins.

4.2.4 The School Business Manager shall be responsible for deciding whether the sports fields are unfit for use in inclement weather, but in cases of doubt, the Facilities Manager shall be consulted.

4.2.5 A hirer must give notice as early as possible to the head of establishment, or to the caretaker, if a session is to be cancelled.

4.2.6 When tennis courts are used, the hirer must ensure that players wear approved tennis shoes, without heels, soled in rubber or similar materials.

4.2.7 No animals shall be brought on to any part of the premises without prior approval by the School Business Manager.



4.3 Use of school meals service kitchens

School kitchens are not included in an ordinary hiring of educational premises to organisations not connected with the school.

4.4 Use of swimming pools - not applicable

4.5 Statutory use of educational premises

4.5.1 Candidates' meetings before elections

Candidates at parliamentary elections may use a suitable room in a maintained educational establishment in their constituency (or outside the constituency if there is no suitable room within the candidate's constituency which is reasonably accessible) for a public meeting. Such use must not interfere with the work of the establishment. Similar provision is made for candidates before County, District, Borough and Parish Council elections. (Representation of the People Act 1983, Sections 95 and 96.)

4.5.2 Polling station

The Returning Officer is entitled to use a room in any maintained educational establishment as a polling station for a parliamentary, local or European elections. (Representation of the People Act 1983; Schedule 1 Part III rule 22 Local Elections (Principal Areas) Rules 1986; rule 17 European Parliamentary Elections Regulations 1986 regulation 5(1).)

4.5.3 Parish councils and parish meetings

A room in any maintained educational establishment may be used at all reasonable times upon reasonable notice for meetings of the parish council and for parish meetings and for meetings convened by either the Chairman of the Parish Council or Parish Meeting. This must not interfere with the use of the room for educational purposes (Local Government Act 1972, Section 134.)

4.5.4 Charges

Where educational premises are used for statutory purposes, a charge to cover expenses is payable and specified by the School Business Manager. The user is also responsible for the cost of making good any damage.

4.6 Interpretation

'Educational premises' include schools, colleges, teachers' centres and youth centres. 'Governors' will normally be applicable to all schools and colleges; applications to use other educational establishments are to be referred to the head of service or centre, and to management committees in the case of youth and community centres.

Note: This document relates to hirings of educational premises only: governors and SLT do not have power to enter into leases, licences or tenancy agreements - whether verbally or in writing.

Note: These procedures and conditions supersede all previous instructions relating to the hiring of educational premises and grounds.