

**Pinewood School Academy Trust
Premises Hire Policy**

Resources	Resources Committee	Effective From	Apr 2024
Review Frequency	1 Year	Effective Until	Apr 2027
Version	2.1		

What does this Policy cover?

This policy covers the arrangements and procedures relating to the letting of specific areas of the school to community groups and private individuals for use for activities, clubs and other events.

Who should read this policy and what are its aims?

Intended Audience: Staff, Trustees, Parents/Carers, Community

Key aims of this policy:

- To make sure the school's premises and facilities can be used, where appropriate, to support the community or commercial organisations.
- To ensure that the school premises are used for the benefit of the local community.
- Allow the hiring of the premises without using the school's budget to subsidise the hire
- 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.

Introduction

Pinewood acknowledges section 42 of the Education Act 1986 that the use of the school premises at all times other than during the school day is under the control of the Governing Body of this school.

Pinewood recognises that the school premises are a valuable resource within the community and therefore we are very keen that they are used for the benefit of the local community. We will let the school premises to groups or individuals in the community for:

- educational use that will benefit the school.
- social or community use.
- commercial or private use.

Pinewood will not let to any group that promotes or supports racism, sexism, ageism, homophobia or any other type of discriminatory behaviour or whose presence would otherwise be incompatible with the school's ethos and policies. Also, before letting the school premises we will have regard to the likelihood of any damage being caused to the premises or any nuisance that may arise as a result of accepting the booking.

Definitions

Terms refers to the terms set out in the terms and conditions of hire.

The Trust means Pinewood School Academy Trust, a company incorporated and registered in England and Wales with company number 0914878.

The Hirer refers to the group/person identified as Name of Hirer in the Hire Agreement.

Hire Period refers only to those days, dates and times outlined in the Hire Agreement.

The Premises refers to the accommodation hired, as set out in the Hire Agreement, at Pinewood School, Hoe Lane, Ware, Herts. SG12 9PB

Fees refers to the rates published in section "Capacity and Fees"

Annual Renewal All Hire Agreements are valid for one calendar year.

Safeguarding

Pinewood is dedicated to ensuring the safeguarding of its pupils at all times. 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 specifically undertakes to ensure that all of its staff and volunteers providing or offering a service on behalf of the Hirer are subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service including a check against the adults' barred list or the children's barred list, as appropriate.
- The Trust specifically reserve the right to terminate this agreement with immediate effect if, in the opinion of the Trust, the Hirer does not have in force the appropriate arrangements with regards to the safeguarding of children in their care. The Hire Agreement includes a Safeguarding Declaration.
- Hirers must have and must provide evidence of first aid training, public liability insurance and any other insurance that the Trust reasonably considers necessary.

Areas available for hire

The school will permit the hire of the following areas:

- Main hall (Sports / Production Hall)
- Drama Studio
- Classrooms
- Dining Hall / Group Activity Area - with kitchen
- Dining Hall / Group Activity Area - no kitchen use
- Outdoor Multi-use Games Area (MUGA)
- School field

Capacity and fees

The hiring rates for each area will be reviewed annually. One term's notice will be given should any increase to rates be applied.

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

AREA	CAPACITY	COST	
		WEEK DAY	WEEK END
Sports / Production Hall	373 standing or seated on the floor. 168 seated in chairs	£30.00 per hour	£30.00 per hour
Drama Studio	100 seated, 100 standing.	£30.00 per hour	£30 per hour
Classroom	30 seated, 30 standing	£20.00 per hour	£20.00 per hour
Dining Hall / Group Activity Area & Kitchen	320 standing, 198 seated (dining room only)	£40.00 per hour	£40.00 per hour
Dining Hall / Group Activity Area Only	320 standing, 198 seated.	£30.00 per hour	£30.00 per hour
Food Tech classroom	30 seated, 30 standing	£25.00 per hour	£25.00 per hour
Outdoor Multi-use Games Area (MUGA)	200 standing	£25.00 per hour	£25.00 per hour
School Field	450 standing	£35.00 per hour	£35.00 per hour

Charging principles

The rates for hiring out different areas are listed in the table in the section above. The Trust may decide at its discretion, 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 or books multiple resources together.

The Hirer agrees to pay to the Trust the fee stated in the Hire Agreement.

The fee may be varied by the Trust at any time. The Trust will give one term's notice in writing of a variation to the fee. If the hirer does not wish to accept the fee variation then it may give 28 days'

notice in writing (before the Trust notice runs out) to end the Hire Agreement and in the intervening period the then current fee will continue to apply.

The Hirer shall be liable for and must make arrangements for the payment of, any tax or royalties chargeable in respect of the purposes for which the premises hired is used by the Hirer.

Payment for invoiced hire costs must be made within 30 days of the date of invoice. The Trust reserves the right to cancel future hire if payment is not received within this period.

The Trust reserves the right to cancel any agreed hiring with a minimum of 14 days' notice. A full refund will be issued if this occurs. 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' notice. If less notice than this is given, the licensee shall not be entitled to a refund.

Revenue raised from hiring out will be reviewed by the School Business Manager and will be fed into the school's financial reporting, to ensure best value is being achieved.

Change of Contact Person

The Hirer agrees to notify the Trust in advance if the contact person is to change and to provide the name of the new contact person. If the transfer of contact person does not correspond with a renewal of Hire Agreement, the new contact person will be required to countersign the current Hire Agreement to demonstrate they agree to these Terms and Conditions.

Termination

The Trust may end this Hire Agreement by giving the Hirer one month's written notice to expire at any time or by immediate notice if the Hirer breaches any term of the Hire Agreement.

The Hirer may end this Hire Agreement at any time by giving one month's written notice to the Trust.

Termination of this Hire Agreement shall not affect the rights of either party in connection with any breach of any obligation under this Hire Agreement which existed at or before the date of termination.

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 under "Terms & Conditions of Hire" below.

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 School Business Manager and Headteacher. 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 need to provide proof of their public liability insurance and a copy of their updated safeguarding policy, annually.

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.

Health & Safety

It is the Hirers responsibility to ensure that:

- Normal emergency procedures are followed.
- A first aid kit is provided. It is the hirers responsibility to ensure there are qualified first aid staff on site for the duration of the hire period.
- No equipment on the premises is used without prior written consent from the Trust.
- Familiarity with emergency equipment, such as fire extinguishers, alarms, mobile telephone and first aid facilities is required.
- An emergency evacuation procedure is established. This will detail who will be responsible for taking control, calling emergency services and where to assemble. Consideration must be given to the needs of disabled participants. Evacuation practice must be undertaken on a half-termly basis.
- Facilities and equipment (if made available) are used in a responsible manner, an orderly way and for the purposes for which they are hired and do not compromise the safety of the Hirer and/or their clients, the Trust or the equipment.
- Alcohol is not consumed or sold on the premises without prior written consent from the Trust and the Hirer having obtained any necessary temporary licence and providing a copy of the same to the Trust before the commencement of the Hire Period.
- Smoking is not permitted on or in any part of the premises.
- Emergency exits, fire extinguishers, alarm points must not be obstructed.
- Adequate walkways are available to allow free and easy access and egress.
- No gas cylinders or canisters are used inside the premises.
- Combustible materials are not placed adjacent to heat sources.
- For the duration of the period of hire the Hirer must ensure the following:
 - Electrical equipment is PAT tested and complies with the British standards then applicable.
 - Flammable or hazardous substances are not to be used.
- No open fires, candles or unauthorised electrical equipment will be used on the premises.
- Noise levels must be contained to a reasonable level at all times.
- Furniture, instruments or equipment belonging to the Hirer may be left or stored on the premises if this has been agreed with the Trust in advance and can be stored safely.
- The premises must be vacated on time at the end of the Hire Period and left in a clean and tidy condition.

Insurance, Liability, and Indemnity

The Trust strongly recommends the Hirer takes out its own insurance to cover any activities which are physically demanding or at a higher risk of possible injury. Copies of such insurance documents must be provided to the Trust.

The Hirer agrees and undertakes to indemnify the Trust and keep the Trust indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from this Hire Agreement.

The Trust gives no warranty that the premises possesses the necessary consents for the use specified in the Hire Agreement.

The Trust is not liable for:

- The death of, or injury to the Hirer, its employees, customers or invitees to the premises.

- Damage to any property of the Hirer or that of the Hirer's employees, customers or other invitees to the premises.
- Any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Hirer or the Hirer's employees, customers or other invitees to the premises.
- Nothing in this clause shall limit or exclude the Trust's liability for:
- Death or personal injury or damage to the premises caused by negligence on the part of the Trust or its employees or agents.
- Any matter in respect of which it would be unlawful for the Trust to exclude or restrict liability.

Damage to Property

The Hirer undertakes either to make good or to reimburse the Trust for the cost of making good (as the Trust directs) any damage to the premises caused by the Hirer, their staff, visitors or clients and the Hirer indemnifies the Trust for all damage and loss suffered as a result of the hiring.

If the premises hired are left in a state which requires additional cleaning above that normally allowed, the Hirer may be subject to an additional charge.

Security

The Trust agrees to make arrangements for the premises to be opened and locked after each Hire Period and the Hirer agrees to notify the Trust or their authorised representative where any session is to start late or end early.

Where keys are issued to a hirer, their safekeeping it is the responsibility of the hirer. Any costs incurred due to loss of keys are the responsibility of the hirer and will be charged by invoice.

Temporary Unavailability of premises by the Trust

The Trust may give verbal notice to the Hirer that the premises are temporarily unavailable in the following instances:

- Where the premises are closed for any reason.
- Where the premises are in the Trust's opinion unsafe to be used by the Hirer.
- Where there are emergency circumstances which require the use by the Trust of the premises.
- Where the premises is in use for a scheduled school event

Access and Car Parking

The staff car park may be used by the Hirer if the Hire Period is outside of usual school business hours. Other areas may also be used for parking subject to prior agreement with the School Business Manager.

Nuisance

The Hirer must not (and must ensure that any person entering the premises during the Hire Period does not) cause any nuisance or disturbance to the Trust or neighbours.

Additions and Alterations

The Hirer will make no alterations or additions to the premises.

The Hirer shall not treat or apply any substance whatsoever to the floor or any part of the floor of the premises.

Assignment and Sub-hiring

This Hire Agreement is personal to the Hirer and the Hirer must not assign or sub-hire the whole or any part of the premises or allow any third party to occupy them.

Notices

Any notice given under this Hire Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service to the relevant party as follows:

- To the Trust at: Pinewood School, Hoe Lane, Ware, Hertfordshire, SG12 9PB for the attention of the School Business Manager
- To the Hirer at: [ADDRESS] and marked for the attention of [NAME OR POSITION].
- Or as otherwise specified by the relevant party by notice in writing to each other party.

Other

The Trust may vary the Terms and Conditions of this Hire Agreement by giving the Hirer 28 days' notice in writing of the variation. If the Hirer does not wish to accept the variation then it may give 28 days' notice in writing (before the Trust notice runs out) to end the Hire Agreement and in the intervening period the then current terms will continue to apply.

The Hirer must comply with any regulations and rules that the Trust makes and notifies to the Hirer from time to time governing the Hirer's use of the premises.

No illegal, indecent or immoral activity is permitted and no betting, gambling or gaming is permitted on the premises.

The license granted under this Hire Agreement is not intended to create the relationship of landlord and tenant. The Trust retains control, possession and management of the premises and the Hirer has no right to exclude the Trust from the premises.

A person who is not a party to this Hire Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Hire Agreement.

Appendix 1: Hire request form

Please complete the hire request form below if you would like to hire our premises.

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 7 of this policy. If you have any questions, please contact the School Business Manager.

Name of applicant / organisation and company number (where applicable)	
Applicant contact details	Address: Phone no: Email address:
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	

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@pinewood.herts.sch.uk or to the school office at Pinewood School, Hoe Lane, Ware, Herts SG12 9DH.

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.

Revision History			
Date	Version	Modified by	Notes
16-Apr-24	2.1	Ed Uncle	Modified Rates
Mar 2020	2.0	Angie Peacock	Baseline version