



**WINCHCOMBE SCHOOL**

**Premises Hire Policy**

**Effective Date: September 2020**

**Reviewed:**

**Review Date: Sept 2021**

**Review Committee: Resources**

**This Policy was reviewed and adopted by the Full Governing Body**

<b>Adopted</b>		
<b>Signature</b>		<b>Headteacher</b>
<b>Signature</b>		<b>Chair of Governors</b>
<b>Date</b>		

Contents	Page
Aims and scope	3
Areas available for hire	3
Charging rates and principles	4
Application process	4
Terms and conditions of hire	5
Safeguarding	8
Monitoring arrangements	8
Appendix 1 Application Form	9
Appendix 2 Covid-19 cleaning risk assessment	11

## 1. Aims and scope

This version of our policy applies while COVID-19 remains a risk.

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, within current legislation and following government guidelines

## 2. Areas available for hire

### 2.1 Available areas

The school will permit the hire of the following areas:

- Sports Centre
- Multipurpose Space
- Playing fields for football /Rugby/Rounders
- Main Hall
- Tennis/Netball courts
- Dance Studio
- General Classroom

The type of activities allowed in these areas will depend on latest national and local government guidance on COVID-19, including on protective measures and social distancing.

### 2.2 Capacity and charging rates

All capacity numbers below will be subject to the latest government guidance and local guidance on COVID-19, including protective measures and social distancing for the activity that is taking place.

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

AREA	CAPACITY	COST
Sports Centre	Sports available; Netball Court, tennis court, 4 badminton courts, basketball, volley ball, 5 A Side, Handball, indoor hockey, cricket nets.	£32 whole Court £17 ½ court £9 per badminton court
Multi Purpose space	270 Standing	£25 per hour
Main Hall	420 Standing/300 Seated	£25 per hour

AREA	CAPACITY	COST
Dance Studio	30 Standing	£25 per hour
Football/Rugby or Rounders pitch/ Grass areas	N/A	£35 per 80/90mins Match £20 per hour
Tennis/Netball courts	N/A	£15 per hour (£20 with floodlights)
General Classroom	32 seated	£15 per hour

### 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.

Payment terms are monthly paid in advance.

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 with a minimum of 7 days' notice. In the case of a School closure due to a confirmed/suspected case of Coronavirus or due to local lockdown or utilities issues (e.g no water/electricity) the School will endeavour to give the organisation as much notice as possible but this may be as little as 24 hours in exceptional circumstances

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 7 days' notice. Should the cancellation be as a result of a suspected/confirmed case of coronavirus of one or more of the hirers, or as a result of local lockdown, then refunds will be considered on a case by case basis.

#### 3.3 Review

The revenue raised from hiring out will be reviewed by the Business Manager 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 [lettings@winchcombeschool.co.uk](mailto:lettings@winchcombeschool.co.uk) the school office addressed to Finance Office for approval. Approval of the request will be determined by the Business Manager or in their absence the Premises Manager

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 their 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. He/She must be over 18 years of age and shall be responsible for all payments and terms of hire
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. In these conditions (unless the context otherwise requires) the expression "the Main Hall" means the Main Hall only. Specific rooms need mentioning. "The Sports Centre" means the Sports Centre and the accompanying changing and shower facilities and the sports bookings will relate to the relevant pitch booked unless specified otherwise. "The Premises" means the whole school site to include playing fields, hard standing areas, paths and drives, fences and all buildings both internally and externally.
4. The Governors and Business Manager reserve the right to reject as they see fit any application or part thereof for the hire of any facilities and reserve the right to alter charges or fees at any time without prior notice other than by publication in the scale of charges
5. 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.
6. The hirer shall not sub-licence any of the premises under the licence.
7. 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.
8. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the booking/licence.
9. No copyright dramatic or musical work shall be performed or sung without the licence of the owner of the copyright and all such licences shall be produced on request to the Business Manager. The Hirer shall indemnify the School against any infringements of the copyright which may occur during the hiring
10. The conditions attached to all licences and regulations in force including the preparation and sale of food music and dancing licences for the premises shall be duly observed. The Hirer shall be deemed to have had notice of all such conditions. In particular the Governors' Premises Licence requires all indoor activities to start no earlier than 10.00am and to finish by midnight and the Hirer agrees to abide by this restriction.
11. The sale or supply of excisable liquor may be permitted in accordance with the Governors' Premises Licence upon application to the Business Manager. Use of the Governors' licence is subject to an additional payment of £25. The Hirer must undertake to comply with all conditions as would be required by a Temporary Event Notice issued by Tewkesbury Borough Council and to complete our separate Licensing agreement form.

12. In accordance with The Health Act 2006 the School's buildings and vehicles are non-smoking/vaping areas and the Hirer is responsible for ensuring this requirement is strictly enforced.
13. The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.
14. 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. This includes implementing COVID-19 protective measures in line with latest Government guidance
15. The hirer must take out its own public liability insurance (minimum value of £5 million) with a reputable insurer approved by the school and, where requested by the school, shall provide of copy of the relevant insurance certificate no less than 7 days before the start date of the licence. Failure to produce satisfactory evidence of such insurance may result in cancellation at any time of the hiring by the Business Manager in which case any unused deposit will be returned but the hiring fee may not be returned. In this event the return of any unused deposit shall be the limit of the School's Governing Body liability
16. 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.
17. 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
18. 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.
19. Any cancellations by the school made with at least 7 days notice or in the case of cancellations relating to COVID-19 will be refunded.
20. Any cancellations by the hirer received with less than 7 days notice, or in the case of cancellations relating to COVID-19 with less than 24 hrs, notice will not be refunded.
21. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
22. No decoration or advertising matter shall be displayed inside or outside any part of the facility without the previous consent in writing by the Headteacher or the Business Manager
23. All scenery costumes and stage equipment used for stage performances or the like must be fire-proofed in accordance with the requirements of the regulations in force at the time
24. The Hirer shall not move or alter or add to any furniture or equipment or electrical or heating or lighting systems at the premises without the prior agreement of the Business Manager or the Headteacher. If permission is granted for the Hirer to bring their own electrical equipment into the school site such permission will only be granted if the item(s) have been subjected to satisfactory portable electrical safety testing.

25. 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.
26. The hirer will be responsible for cleaning any of their equipment stored on School premises. They will be required to clean all surfaces handled by the hirers in accordance with the attached Covid-19 cleaning risk assessment (Appendix 2) It states: Use a virucidal or anti bac spray to clean all “touch” surfaces such as door handles, push plates, light switches, electrical sockets, key safe and keys, taps, toilet cistern handles, bannisters and any other items touched by the hirer’s.
27. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without the prior written agreement from the school
28. 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.
29. The Governors shall not be liable for any loss due to any Government restriction or act of God which may cause the facility to be closed temporarily or the hiring to be interrupted or cancelled nor for any loss due to any breakdown of machinery failure of supply of electricity leakage of water or fire save to the extent such loss is attributable to the negligence of the Governors.
30. The Hirer shall be responsible for the effective supervision of the facility, including the effective control of children, the orderly and safe admission and departure of persons to and from the facility and the orderly and safe clearance of the facility in case of emergency.
31. The Hirer shall provide such number of attendants and stewards as may be necessary to secure the observance and performance of the foregoing clause of this condition. The Hirer will be responsible for meeting the requirements of the Health and Safety at Work Act 1974 in all respects and, in particular, Section 8 of this Act, which states that no person shall intentionally interfere with, or misuse anything which is provided in the interests of health, safety or welfare. If the Headteacher or his authorised agent specify any additional requirements the Hirer shall agree to meet such requirements
32. The Hirer shall ensure that no person brings any dogs, or any other pets into the school site without the prior permission of the Headteacher or Business Manager. Permission will be given for a guide dog but regard to Health & Safety matters must also be given by the Hirer.
33. All hirers must read the school’s Health and Safety Policy which will be provided upon acceptance of the booking.
34. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
35. 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.
36. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running. This includes a risk assessment for COVID-19.
37. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
38. The hirer and the individuals participating are responsible for adhering to the latest government guidelines on COVID-19 and social distancing at all times.
39. 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.

40. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
41. 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.
42. In the case of emergency the Site Manager should be telephoned on 07388 822664 or in his absence the Business Manager on 07919114958.

## **6. Safeguarding**

The school 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.

## **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, such as where COVID-19 is no longer a risk.

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 the facilities team on [lettings@winchcombeschool.co.uk](mailto:lettings@winchcombeschool.co.uk) or 01242 602233

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	<input type="checkbox"/> Dance Studio <input type="checkbox"/> Multipurpose space <input type="checkbox"/> General Classroom <input type="checkbox"/> Sports Centre <input type="checkbox"/> Grass areas or pitch (Please outline requirement) <input type="checkbox"/> Main Hall <input type="checkbox"/> Tennis/Netball courts							
Additional Equipment?	<i>Do you require equipment from the school (please note we may not always be able to provide this but will inform you where this is/is not possible).</i>							
Block Booking	<input type="checkbox"/> Block booking <input type="checkbox"/> One off booking							
Date and time <i>For block bookings please provide us with two preferred options to allow us to organise bookings.</i>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="3" data-bbox="485 1765 1434 1839">First choice:</td> </tr> <tr> <td data-bbox="485 1839 807 1957">Start date:</td> <td data-bbox="807 1839 1110 1957">End date:</td> <td data-bbox="1110 1839 1434 1957">Number of sessions:</td> </tr> </table>		First choice:			Start date:	End date:	Number of sessions:
First choice:								
Start date:	End date:	Number of sessions:						

	Second choice:		
	Start date:	End date:	Number of sessions:
Number of expected participants in the activity <b>Please note:</b> these numbers must adhere to latest government guidance on social distancing			

By signing below,

- I agree to the terms and conditions set out in the school's premises hire policy.
- I have provided a copy of our indemnity insurance
- I have provided a copy of risk assessment

Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

Please return this form via email to [lettings@winchcombeschool.co.uk](mailto:lettings@winchcombeschool.co.uk) or to the school office at:

Winchcombe School

Greet Road

Winchcombe

GL54 5LBe 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: Risk Assessment

Brief Description of Activity			Assessor	Date	Ref No	
Lettings during Covid 19			Pete Hagger	15/09/20	RA22	
Hazard <i>What could cause harm from this activity?</i>	Effect <i>What harm could be caused?</i>	Person/s at risk <i>Who might be harmed eg Staff, students etc?</i>	Control measures <i>List the measures we will be taking to minimise the risk identified, e.g. appointing competent persons, training, use of personal protective equipment etc</i>	Are these measures adequate Y/N	Residual risk <i>The residual risk after the control measures are in place</i>	
Risk of infection	Contract Covid 19	Hirer's Staff Pupils	<p>All Hirer's will have a copy of the School's Policy regarding Lettings during Covid-19 and will be aware of the terms and conditions of hire</p> <p>Each letting group will act as a "bubble". Please ensure all members of the bubble remain with their group and do not interact with others on site.</p> <p>We recommend that hirer's use face covering when accessing shared spaces (e.g. toilets).</p> <p>Where a letting is indoors, we advise that windows are opened to increase ventilation.</p> <p>Hirer's must bring their own antibacterial hand sanitiser for use during their letting.</p> <p>Any equipment used must be pre-agreed with the School. Equipment must not be shared between 'bubbles'.</p> <p>When this equipment use is agreed, hirer's must bring appropriate cleaning materials to disinfect the items used at the end of their session.</p> <p>Anyone who falls within the clinically vulnerable or extremely clinically vulnerable group will be advised to stay at home.</p> <p>In addition to this, anyone who has displayed symptoms within the last seven days, or lives with someone who has displayed symptoms within the last fourteen days, must not attend the site.</p> <p>All hirer's are to remain alert to the symptoms of COVID-19 and take the following action should they develop either a fever, a persistent cough or lose their sense of smell and taste whilst on site.:</p> <p>The individual must leave the School site immediately. If they are awaiting collection, they must wait outdoors in isolation from others.</p> <p>The Hirer must report this incident to the School immediately via phone or email</p> <p>The rest of their 'bubble' will be expected to self-</p>	Y	Low	

			isolate for 14 days and will not be able to visit the School during this time. The areas used by this bubble will be blocked off until a deep clean can be undertaken.		
General Cleaning	Contract Covid 19	Hirer's Staff Pupils	Hirer's will clean the areas used in accordance with School policy and will include: Use a virucidal or anti bac spray to clean all "touch" surfaces such as door handles, push plates, light switches, electrical sockets, key safe and keys, taps, toilet cistern handles, bannisters and any other items touched by the hirer's. Do not spray cleaner directly on to electrical equipment and fittings. Spray first onto a cloth and wipe down Cleaning products will be available in all rooms.	Y	Low

<b>Assessors Statement:</b> Having reviewed the hazards and risks, the level of risk and the key risks, I believe that if the control measures identified are applied Winchcombe School will, so far as is reasonably practicable, have met the requirements of this assessment.	Name: P Hagger Position: Premises Manager Signature:
Date Completed:	Assessment Review Due date:
15 Sept 2020	Sept 2021