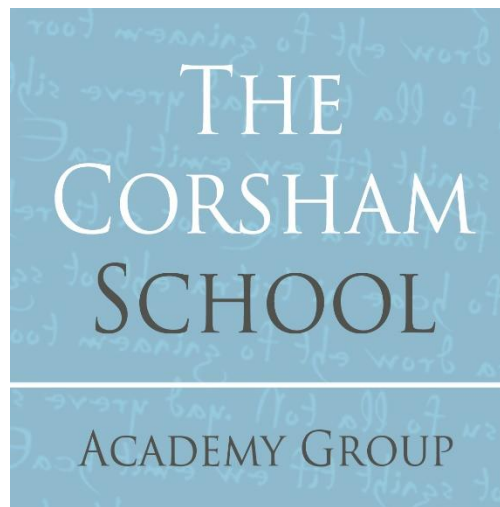


# Premises hire policy during COVID-19

The Corsham School Academy Group



<b>Approved by:</b>	Trustees Finance Committee (ratified by Board)	<b>Date:</b> 8 <sup>th</sup> Sept 2020 (15 <sup>th</sup> Sept 2020)
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## 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 (subject to availability):

- Sports halls & Gyms
- The Eatery & Kitchens
- Dance Studio
- Classrooms
- Playing fields
- Music Practice Rooms

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 Charging rates

All capacity numbers 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 rates for hiring each area are as follows:

FACILITY TO BE HIRED	Price per hour
S Block Hall (please indicate whole/half hall)	£35
S Block Gym	£30
The Eatery and kitchens	Price on request
Dance Studio	£30
ICT suites (T9,R21)	£30
School Fields	£30
H Block Gym	£35
Music practise room	£30

## 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 with a minimum of 10 days' notice. If a booking has to be cancelled due to a local lockdown or suspected/confirmed case on the premises we will endeavour to give you 5 days notice of the cancellation. This will be sent to you via the email address you detail on the Application Form.

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 10 days' notice. For Covid19 related cancellations i.e due to a local lockdown or if there's a suspected/confirmed case among the hiring group, the hirer will need to give a minimum of 5 days notice in order to be entitled to any appropriate refund.

### 3.3 Review

The 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.

## 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 Site Manager via [LCarter@corsham.wilts.sch.uk](mailto:LCarter@corsham.wilts.sch.uk) Approval of the request will be determined by The School Business 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.

The booking of all use of premises and facilities, by both internal and external agencies, beyond those detailed in the School Timetable and School Termly Calendar will be the responsibility of the Site Manager, who will maintain a Booking Diary for that purpose. It is the responsibility of all individuals organising events not scheduled in the School Timetable Calendar, to submit to the Site Manager a copy of the Internal Booking Request Form. Failure to submit a Booking Request Form 14 days in advance is liable to result in the premises or facilities requested not being available for use.

Upon the receipt of a Booking Request Form, the Site Manager will inform the person making the request that the Booking is confirmed or otherwise. Where requests are received from external agencies or persons not known to the school a deposit of 25% of the estimated final Invoice will be required before the booking can be confirmed.

The Site Manager will ensure the security and cleaning requirements of any booking. The Site Manager will safeguard the premises and facilities of the school by all reasonable means during any booking, and will immediately report to the Business Manager any damage caused.

Following the Booking, the Site manager will raise an Invoice for the hire charges plus any additional damage charges. The Term "damage" shall be deemed to include the causing of unreasonable cleaning requirements following any booking. Any Invoice not settled within 30 days of presentation will be the cause of debtor pursuit action by the Finance Manager, by legal means if necessary.

The Corsham School Academy reserves the right to amend the above process should the situation change due to Covid19 related restrictions.

## 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, this includes implementing COVID-19 protective measures in line with the latest government guidance.
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 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. Any cancellations by the school made with at least 10 days notice or in the case of cancellations relating to COVID-19 5 days' notice will be refunded.
14. Any cancellations by the hirer received with less than 10 days notice, or in the case of cancellations relating to COVID-19 with less than 5 days notice 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, in accordance with the Academy Covid19 cleaning standards, not leaving any of their own equipment behind.
17. The hirer will clean their own equipment brought into the premises, and ensure that all equipment is cleaned on changeover of classes if appropriate. The Academy will ensure the area of hire will be cleaned prior to the hirers use and will make available appropriate cleaning equipment for the hirer should the Academies cleaning staff be unavailable. In the case of the latter, the hirer will be responsible for cleaning the area of hire prior to the hiring commencing. The Hirer will be responsible for cleaning the area of hire at the end of each hire and cleaning equipment will be made available on the premises for this purpose.
18. 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
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 they are running. This includes a risk assessment for COVID-19.
23. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
24. The hirer and the individuals participating are responsible for adhering to the latest government guidelines on COVID-19 and social distancing at all times.
25. 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.
26. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.

27. 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 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 Site Manager, Mrs L Carter

<b>Contact Name</b>		
<b>Address</b>		
<b>Telephone</b>	<b>Mobile</b>	<b>Email</b>
<b>Purpose of hiring</b>		<b>No of people attending</b>
<b>Date required</b>	<b>Times from</b>	<b>Times to</b>

FACILITY TO BE HIRED	Number of hours	Price per hour	TOTAL
S Block Hall (please indicate whole/half hall)		£35	
S Block Gym		£30	
The Eatery and kitchens		Price on request	
Dance Studio		£30	

ICT suites (T9,R21)		£30	
School Fields		£30	
H Block Gym		£35	
Music practice room		£30	
<b>TOTAL</b>			<b>£</b>
Other/special requirements (Site Team to set up/clear chairs, staging etc. there will be an additional cost of £15)			
<ul style="list-style-type: none"> <li>○ Chairs</li> <li>○ Tables</li> <li>○ Staging</li> </ul>			
<b>TOTAL</b>			<b>£</b>
ICT Specialist support technician Yes/No (If yes please specify time required – this is an additional cost and subject to availability)			
<p><b>* Public Liability Insurance in the form of a certificate must be lodged with the school.</b></p> <p><b>* Extra charges will apply for the use of our kitchen facilities for food preparation/cooking.</b></p>			

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 the Site Manager at [LCarter@corsham.wilts.sch.uk](mailto:LCarter@corsham.wilts.sch.uk) or to the school office at The Corsham School, The Tynings, Corsham, Wiltshire, SN13 0DF 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.

## For Office use Only

### Appendix 2: Confirmation of licence template letter

You may want to delete this section when you publish a version of this policy on your website. This is for the benefit of the person who will administer the policy.

Dear [contact name]

Thank you for submitting your hire request form to us.

We're pleased to say the area you've requested is free 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 [insert amount, and where relevant, explain that this includes 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.

If there is any other paperwork you require to see when someone hires the premises, add it to the above paragraph.

We've provided with this confirmation details of emergency evacuation procedures in the event of a fire/similar emergency. Please make sure you're familiar with these before the date of hire.

If there are any other documents you want to submit and make sure the hirer is familiar with, add them to the above paragraph.

You can contact [named contact and details] with any questions about hiring the premises.

You may wish to have an additional 'out of hours' contact/contact details for when the hire is happening if the person is hiring the premises outside of school hours, unless you plan to have a member of staff on site to support with any issues.

Kind regards,

[staff member]