



Staploe Education Trust

# Premises Hire Policy

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## 1. Aims and scope

Staploe Education Trust aims to:

- Make sure our schools' premises and facilities can be used, where appropriate, to support community or commercial organisations, in accordance with the Articles of Association of the Trust
- 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 trust's, and the school's, primary purpose of providing education to its pupils
- Hire out facilities in a way that is safe, following government guidelines and relevant risk assessments

## 2. Areas available for hire

### 2.1 Available areas

We will permit the hire of the following areas:

- Halls
- Gyms
- Classrooms

- Playing fields

And in addition at Soham Village College

- Performing Arts Centre
- The Isle
- Drama Studio
- Changing Rooms

## 2.2 Capacity and charging rates

The capacity and rates for hiring each area are outlined in [Appendix 1](#).

## 2.3. Parking

Car parks are situated as follows:

Soham Village College	Parking is available at both the Sand Street and College Close entrances of the premises
The Shade Primary School	There is a car park at the main entrance
The Weatheralls Primary School	There is a car park at the main entrance
Kennett Primary School	On-street parking

If your activity involves many cars, you are advised to contact the police for advice.

All vehicles are parked at the owner's risk. The Trust and school's take no responsibility for theft or damage to vehicles while parked on the premises.

## 3. Charging rates and principles

### 3.1 Rates

The rates for hiring out different areas are listed in the table in [Appendix 1](#). The Trust, 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 or Trust.

We may decide to impose an additional cleaning fee on top of the hiring rates.

### 3.2 Cancellations

The Trust/school reserves the right to cancel any agreed hiring with a minimum of 14 days' notice. This is at the discretion of the headteacher of each school and/or the Operations Director of the Trust, for any reason outside their control.

A full refund will be issued if the Trust/school does cancel a hire. Neither the school nor the Trust shall 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.

### **3.3 Review**

The revenue raised from hiring out will be reviewed by the Executive PA and will be fed into the school's financial reporting to the Trust, to ensure best value is being achieved.

## **4. Application process**

Those wishing to hire the premises should complete a hire request form, which you can find in [appendix 2](#), together with 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 school office. Approval of the request will be determined by the Headteacher of each school and communicated to the hirer by the following:

Soham Village College	Cover, Visits and Lettings Officer
The Shade Primary School	School Office
The Weatheralls Primary School	School Office
Kennett Primary School	School Office

If the request is approved, the school will contact the hirer to make arrangements for the date and time in question. An invoice will be raised for the full amount of payment, inclusive of room, equipment and any additional cleaning fees. The school will also share 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.

The Trust/school reserves the right to decline any applications in its absolute discretion, in particular where the organisation does not uphold the values of the school or Trust, or reputational damage may occur.

## **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 Trust/school, and shall not be entitled to set off any amount owing to the Trust/school against any liability, whether past or future, of the Trust/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 Trust by this licence.
4. Access to kitchen areas is restricted to adults over the age of 18 years.

5. The hirer shall vacate the premises by the time stated on the application form, otherwise additional charges may be incurred by the hirer.
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 licence.
9. The Trust shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.
10. 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
11. Any equipment brought onto the school premises and used must be safe and meet the standards of any statutory requirements regarding its serviceability, control and use. Any electrical equipment brought onto site must have a certificate of safety, which must be shown to the duty site team
12. The hirer must take out its own public liability insurance with a reputable insurer approved by the school and, where requested by the Trust, shall provide a copy of the relevant insurance certificate to the Trust no less than 14 days before the start date of the licence
13. Smoking, including electronic items are not permitted in any of the school buildings or grounds. The Trust's Smoking policy, which is available on our website, must be observed
14. 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 Trust in relation to the premises
15. The hirer shall indemnify and keep indemnified the Trust from and against:
  - a. Any damage to the premises or Trust equipment;
  - b. Any claim by any third party against the Trust; 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
16. 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 Trust 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 Trust by the hirer under the licence.
17. The hirer must obtain a Temporary Event Notice if they plan to: sell or supply alcohol; supply alcohol to a club member, or to guests of members of a club; hold regulated entertainment; provide late-night refreshment. If a Temporary Event Notice is required for any activity on school premises this should only be applied for with prior permission of the person named in section 4.

18. Be responsible for obtaining the licence of the owner of the copyright of any dramatic or musical work intended to be performed or sung, and must indemnify the Trust and school against any infringement of copyright.
19. The hirer will appoint a person to carry out regular (at least every hour) monitoring of noise levels and keep appropriate monitoring records (see [appendix 3](#)). They should do this by monitoring noise levels outside the premises and take appropriate measures to reduce and control noise emissions if considered likely to disturb neighbouring properties.
20. Any cancellations by the hirer received with less than 14 days, notice, will not be refunded.
21. Any cancellations by the Trust/school made with at least 14 days, will be refunded.
22. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
23. The hirer must make suitable arrangement for first aid.
24. The hirer will inform the duty site team member immediately of any accidents/incidents.
25. The hirer will inform the school of any hazards identified during the hire.
26. The hirer will leave the premises and school equipment in the condition it was found in, leaving the area clean and tidy and not leaving any of their own equipment behind.
27. The school will undertake normal cleaning before and after hire. If any additional expense becomes necessary as a consequence of the use of the premises, the hirer will be responsible for any such expense and charged accordingly.
28. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without the prior written agreement from the Trust.
29. If the hirer breaches any of the terms and conditions, the Trust reserves the right to terminate the licence and retain any fees already paid to the Trust, without affecting any other right or remedy available to the Trust under the licence or otherwise.
30. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
31. The hirer will acquire all appropriate additional licenses for any activities they are running, including those required for use of any third party intellectual property.
32. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running.
33. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
34. The premises hire policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation letter issued by the Trust shall apply to and are incorporated in the licence.
35. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
36. The Trust 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. Category of User

**Scale 1:** Lettings to Private Organisations or Individuals.

**Scale 2:** Statutory Use, Community Users & Charities

- a. Statutory Use: e.g. Parliamentary elections; meetings of candidates for Parliamentary elections; County Council; District Council & Parish Council elections; Parish meetings and Parish Council meetings.
- b. Surgeries held by MP's or Councillors
- c. Use by District Councils for Civic Receptions on one occasion per year.
- d. Use by Community Users (i.e. individuals and organisations who are regular users of the school).

**Scale 3:** Partner Groups

- a. Staploe Education Trust charges our partners marginal costs only to cover staff, cleaning and utility costs. Our partners are identified as having a mutually beneficial relationship with the school(s) such as to raise income, educate our pupils or offer our pupils extra-curricular opportunities. The Operations Director will make a decision of whether a group adequately meets this criteria before they are made a partner of the school. A list of partner groups is kept by the Trust's Finance department.

## 7. Safeguarding

The Staploe Education Trust and its schools are dedicated to ensuring the safeguarding of its pupils at all times. It is a requirement of hire that hirers abide by the Trust and school's 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.

The hirer must provide evidence that they have the appropriate level of DBS check for their staff or volunteers involved in the activity they are running if it involves children aged 18 or younger, or vulnerable adults. This confirmation must also be provided if the activity will be on school premises during school hours or when pupils may be present in the school (during after school clubs or extra curricular activities).

A current copy of the hirer's safeguarding and child protection policy must be provided to the school prior to agreement of the hire of any school premises ensuring that there are arrangements in place to liaise with the school on matters where appropriate. This safeguarding and child protection policy must meet the expected standards of the Trust. It is the headteachers responsibility to assure the Trust Board that the hirer is following their safeguarding and child protection policy and procedure, and that these are appropriate.

If the Trust Board are not satisfied that safeguarding requirements are being complied with they this will lead to termination of the hire agreement.

## **8. Monitoring arrangements**

We will review and update this policy every three years. This review may be brought forward as required by the Trust to reflect changes in supporting advice/guidance.

## Appendix 1: Hire Charges and Room Capacity

Soham Village College

Monday – Friday until 9.00pm

Venue	Room Capacity	Scale One (£/Hr)	Scale Two (£/Hr)	Scale Three (£/HR)
Lodeside Hall Beechurst Hall	200 seated 100 standing	30.00	15.00	Free of Charge
Lodeside Gym Beechurst Gym	30	28.00	14.00	FOC
Performing Arts Theatre (PAC)	150 seated	30.00	15.00	FOC
Classroom	25-30 seated	17.00	8.50	FOC
The Isle	25-30 seated	20.00	10.00	FOC
Drama Studio	25-30 seated	28.00	14.00	FOC
Sports Pitch (per game)	n/a	30.00	15.00	FOC
Sports Pitch & Changing Rooms (per game)	n/a	40.00	20.00	FOC
Tennis / Netball Court		15.00	7.50	FOC

**Soham Village College, Saturday until 10.00pm – Sunday until 9.00pm**

<b>Venue</b>	<b>Room Capacity</b>	<b>Scale One (£/Hr)</b>	<b>Scale Two (£/Hr)</b>	<b>Scale Three (£/HR)</b>
Lodeside Hall Beechurst Hall	200 seated 100 standing	43.00	19.50	32.50 opening & 32.50 locking up
Lodeside Gym Beechurst Gym	30	36.00	18.00	32.50 opening & 32.50 locking up
Performing Arts Theatre (PAC)	150 seated	39.00	19.50	32.50 opening & 32.50 locking up
Classroom	25-30 seated	20.00	10.00	32.50 opening & 32.50 locking up
The Isle	25-30 seated	30.00	15.00	32.50 opening & 32.50 locking up
Drama Studio	25-30 seated	36.00	18.00	32.50 opening & 32.50 locking up
Sports Pitch (per game)	n/a	39.00	19.50	32.50 opening & 32.50 locking up
Sports Pitch & Changing Rooms (per game)	n/a	50.00	25.00	32.50 opening & 32.50 locking up

**At a weekend the minimum charge for premises hire is scale three for any booking.**

**The Weatheralls Primary School and The Shade Primary School**

Venue	Room Capacity	Monday – Saturday until 9.00pm Scale (£/Hr)
Classroom	25-30 seated	20.00 first hour 15.00 for each additional hour
Hall	150 for dances where the only seating is provided around the perimeter  100 for receptions where tables and chairs are used	27.00 first hour  20.00 for each additional hour
Playing Field	n/a	25.00 per half day

## Appendix 2: 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. If you have any questions, please contact the person named in section 4.

<b>Name of applicant/organisation and company number (where applicable)</b>	
<b>Applicant contact details</b>	Address:  Phone no: Email address:
<b>Preferred method of contact</b>	
<b>Purpose/activity of organisation</b>	
<b>Name of school and part of the premises requesting to be hired</b>	
<b>Date and time of first hire</b>	
<b>Is this a recurring request, or one off? If recurring, indicate the frequency and number of occurrences (e.g. weekly, 10 weeks)</b>	
<b>Number of expected participants in the activity</b>	
<b>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)</b>	

<b>Additional equipment you will be providing yourself</b>	
<b>Confirmation and details of the safeguarding and child protection arrangements you have in place</b>	

By signing below, I agree to the terms and conditions set out in the premises hire policy.

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

Signature \_\_\_\_\_

Please return this form via email to the school office. 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.

# Appendix 3: Noise Monitoring Form



## Noise Monitoring Form

Group/Faculty: \_\_\_\_\_

Event: \_\_\_\_\_

Date: \_\_\_\_\_

<b>Time</b>					
<b>Noise Level Acceptable? Y/N</b>					
<b>Notes</b>					

Name of Monitor \_\_\_\_\_

Signature \_\_\_\_\_