



Academy
Oldbury

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Hire of School Premises Policy

Status: Approved

Review: 2024

“The Academy believes that inclusive practice is central to developing quality teaching and learning. As such, we endeavour to provide a supportive framework that responds to pupils’ needs and overcomes potential barriers for individuals and groups of pupils and to ensure that pupils of all abilities and needs are fully included in the life of the school. The ethos of this statement underpins all of Oldbury Academy’s policies.”

Contents

1. Aims and scope	2
2. Areas available for hire	2
3. Charging rates and principles	2
4. Application process.....	3
5. Terms and conditions of hire	3
6. Safeguarding	4
7. Monitoring arrangements.....	4
Appendix 1: Hire request form.....	5
Appendix 2: Hire Charges	9

1. Aims and scope

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, following government guidelines and the school's risk assessment(s)

2. Areas available for hire

2.1 Available areas

The school will permit the hire of the following areas:

- Sports hall
- Dance Studio
- Playing fields
- Community room

3. Charging rates and principles

3.1 Rates

The rates for hiring out different areas are listed in the table in appendix School . 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 24 hours' notice.

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 24 hours' notice. If less notice than this is given, the licensee shall not be entitled to a 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 Application Form For Hire of School Premises and read the Risk Assessment School Facilities – Hire of Premises, see Appendix 3 of this policy, and read the terms and conditions of hire set out in section 5.

The completed form should be submitted to the **Community Manager**. Approval of the request will be determined by the **School Business Manager**.

If the request is approved, payment, in line with the schedule shown in appendix 2, will need to be paid no later than the date of the agreed session. Payment may be by cash, cheque or BACS payment (there are some additional requirements regarding BACS transactions). Details of how to submit payment will be given in the confirmation letter.

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.
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.
9. The hirer must take out its own public liability insurance with a reputable insurer and shall provide a copy of the relevant insurance certificate when submitting the application to hire form.
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. The Hirer will be refunded for any cancellations made by the School.
14. Any cancellations by the hirer received with less than 24 hours’ 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 and not leaving any of their own equipment behind.
17. If cleaning of the area is needed the hirer will pay this **in addition** to the agreed cost for the hire
18. The hirer will clean their own equipment brought into the premises.
19. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior written agreement from the school.
20. 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.
21. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
22. The hirer will acquire all appropriate additional licences and qualifications for any activities they are running, including those required for use of any third party intellectual property.
23. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running.
24. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
25. The Hire of School Premises 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 a requirement of hire that hirers abide by the schools' 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.

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 will be required to have appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide copies of these policies on request to the school.

The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they will follow the safeguarding procedures for their organisation. If it is not possible to contact the organisation safeguarding lead, the matter should be raised with the Police.

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.

Any updates to this policy will be shared with the Local Governing Body.

Appendix 1:



Application Form For Hire of School Premises



Organisation Name:-	
Surname:-	
First:-	
Address:-	
Tel. No:-	
Email Address:-	
Confirmation and details of the safeguarding and child protection arrangements you have in place	

Purpose of the Booking

What activity will be taking place? *	
Age Of Participants? **	
Community Group? ***	
Number of expected participants	

- * Please note that if you are providing instruction to paying customers a copy of your Liability Insurance is required before the booking can take place.
- ** If participants are classified as a child or vulnerable adult, Oldbury Academy require a confirmation the hirer/group leaders have had the appropriate level of DBS checks. A copy of the certificate(s) will be required (It will be destroyed 3 months after the cessation or termination of the hire agreement).
- *** See the current hire charges, to see if you meet the criteria for a reduced rate.

Date(s)/Period of Use

	From	To	Weekly Use
Date			Yes
Time			No

Accommodation Required

	Please Tick	Please Tick
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Sports Hall		Dance Studio	
Playing Field		Community Room	
Tables/Chairs No: (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. If electrical, the item must have been PAT Tested in the last 2 years. (please detail equipment)	

Toilets and changing rooms are provided free of charge.

In consideration of this application being granted I agree to pay Oldbury Academy on demand, hiring fees in accordance with the scale of charges and regulations for Hire of School Premises, a copy of which has been supplied to me, and I undertake to comply with the said regulations.

I also agree to pay Oldbury Academy the amount of any damage which may be occasioned to the property of the School and to indemnify them from and against all actions, claims, demands, losses, costs, damages and expenses which may be brought or made against them by any person in respect of any injury or damage sustained by them in consequence of or arising out of the use of the said accommodations as a result of this application. I am over 18 years of age.

Please read the notes below before signing this form.

Signed:-

Date :-

Position In Organisation:-

A witness is required to confirm that the above details are accurate. This cannot be a relative and must be someone who has known you for at least two years.

Witness Signature:-

Witness Name:-

Witness Address:-

Notes of Guidance for Signatory

1. Only a Director can legally bind an incorporated company unless the company has by resolution appointed any other person, in which case a copy of the resolution should be attached.
2. Where a firm is run in partnership the signature of all the partners are required.
3. A member of a club committee can sign the form if so appointed by a resolution of the committee. If there is no such resolution the signature of all the committee are required.

Guidance for service users

On rare occasions service users may encounter difficulties with their booking, this might include:-

- *Bookings over lapping*
- *Trespassers*
- *Equipment unavailable*
- *Difficulties with other service users*

Incidents of this nature are very rare, but should you encounter any issues whilst on the premises, PLEASE ensure that in the first instance you inform the Duty Manager who is here to help and advice.

Please DO NOT attempt to resolve any difficulties yourself, our staff are always available to assist you.

What To Do Next

Please return this form to Mr S. Hayer (Community Programme Manager) or to the school office at:-

Oldbury Academy
Finance Officer
Pound Road
OLDBURY
West Midlands
B68 8NE

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 2

Letting/Hire Of School Facility 2023/24

		<u>Agreed</u>
Sports Hall (Peak - Monday through to Friday)	Peak	£30.00
	Weekends	£17.50
Dance Studio	Peak	£22.00
	Weekends	£15.00
Badminton Court Hire	Per Court	£7.50
Cricket Wicket (Session is 10.00 - 5.30 Saturdays/Sundays)	Per Match	£68.00
Playground/Netball/Muga	Per Hour	£15.00
Football Pitch - Large	Per Match	£50.00
Football Pitch - Junior	Per Match	£35.00
Football Pitch - Booking	Per Hour	£35.00
	To a maximum of £70 per day	
Classroom	Per Hour	£30.75
Chairs	Per Dozen (Vatable)	£2.20
Tables	Each (Vatable)	£1.15
Screen/Interactive Projector/Whiteboard	Per Letting	£15.00
Computer Link Projector	Per Letting	£24.00
Late Cancellation (24 hrs not given)	Per Letting	£14.00

Concessions Available :-

School Activities	FREE	
Trade Union Meetings	FREE	
School Sports Co-ordinator	50%	
Community Use (non O.A. students) ¹	25%	
Community Use (O.A. students min. 50% membership ^{2**}) and	50%	
Staff - Pupils engaged activities (O.A. students min. 50% membership ^{**})	50%	
Staff Own Activities	Full Fee	
Usage is more than 10 hours per week	10%	
All Others		Full Fee

All new hirers are expected to pay for 10 weeks as a block booking in advance (VATable). If not used no refund will be made. After the 10 week period vat will cease to be charged.

¹ Community Use (During the week) - is defined as non-profit making organisations. The Academy will define whether the criteria is met prior to confirming the booking. Further information will be requested if you believe you meet the criteria.

^{2 **} O.A. Student membership will require evidence of registration/attendance at time of booking.

Appendix 3



Risk Assessment School Facilities - Lettings

Location: Oldbury Academy, Pound Road, Oldbury, B68 8NE	Type of assessment: Risk Assessment of the Sports Facilities for Hire Purposes	Date of assessment:
Background: The Sports Facilities are hired out in line with the Oldbury Academy School Hire of Premises Policy. Hiring of the Sports Facilities is overseen by the Community Manager who will liaise with the hirer when the booking is made, he will make hirers aware of any health & safety issues, such as fire evacuation procedures. Any concerns should be raised at the earliest opportunity with the Community Manager or the Gym Staff on duty.		

Identifying Significant Hazards (Assessing the Risk)	Low - High (Rating the Risk)	Control Measures (Reducing the Risk)	Persons Responsible
General Those affected: Hirers, facility users, gym staff, school staff & pupils. Trampolines in sports hall	Low Low Medium Low	Only the areas of the school agreed in the letting arrangement should be used by the hirer. Hirers should not access any restricted areas. If school equipment is damaged or hirers notice damage to the facilities, they are using they should report this to the Community Manager/Duty Staff at the earliest opportunity. The trampoline area of the sports hall is not part of the letting arrangement so users should not be in this area unless specific consent has been given. Hirers and facility users should not move or interfere with the trampolines, nor should they place items on the trampoline for storage. Nobody should be in this designated area of the school. Any damage or hazards causing a health and safety concern should be brought to the immediate attention of the Health & Fitness Duty Staff/Community Manager.	Hirer / Health & Fitness Duty Staff. Hirer Hirer Hirer

Damage to school equipment or building.		The Community Manager should report damage to the relevant school staff at the earliest opportunity. The Community Manager/Duty Staff should cease activities if there are health & safety concerns brought to his attention that could cause injury to any person.	Community Manager / Duty Staff
Hirers Equipment	Low	Any equipment brought into school for the purpose of the letting must be removed immediately afterwards, unless express permission has been granted by the school to retain it onsite. Oldbury Academy will not accept any liability for any damages to equipment brought into school.	Hirer / Community Manager/ Head Teacher
Flammable or toxic materials or substances.	Low	Hirers should be aware of health & safety requirements, such as electrical overload, if electrical items are used. Any products of a flammable or toxic nature should not be brought into the school.	Hirer
Car Park	Low	Any products of a flammable or toxic nature should not be brought into the school. Car parking facilities are available free of charge. Parking is at owner's risk. CCTV and external lighting is fitted in numerous locations around the school.	Hirer
	Low	Vehicles parked in the Gym car park (accessed from the Wolverhampton Road) should not cause an obstruction for emergency vehicles.	Hirer/facility users
	Low	Signage is in place at various points on the car park/ vehicular access routes, indicating there is a 5mph speed limit and alerting drivers to the possibility of pedestrians also using those routes.	
Injury / First Aid	Low	It is the responsibility of the hirer to ensure that appropriate first aid arrangements are in place for their users.	Hirer
Those affected: Hirers, facility users	Low	Hirers should ensure they have their own first aid kit available, but there is a First Aid Box located in the Gym for emergencies. If any party is injured as a result of an accident relating to our premises, facilities or equipment, the hirer should notify the Community Manager/Duty Staff at the earliest opportunity. A health & safety incident form should be completed by the duty staff in this situation and passed to the School Operations Manager without delay.	Health & Fitness Duty Staff Hirer Health & Fitness Duty Staff
Fire	Low	For each new letting arrangement the Community Health & Fitness Manager will explain the fire procedure and show hirers the emergency escape routes.	Health & Fitness Manager
Those affected: Hirers, facility users	Low	In the event of a fire the alarm should be raised via the nearest call point. If a fire is identified the fire service should be called immediately. Mobile phones should be carried in case land lines are not accessible.	Hirer / Health & Fitness Duty Staff

Fire identified Fire alarm sounding	Low	Hirers should have their own emergency plan in place to ensure all users are escorted out of the building and accounted for. Hirers should keep a register of users. All users should go to the assembly point as identified by the Community Manager on the Gym Car Park. Hirers should account for their staff and users and accountability concerns should be raised with the Duty Staff asap. The Gym Staff will manage the emergency arrangements and call the emergency services if required. Gym staff will liaise with the site staff / fire service as necessary. No one can return to the building until the all clear is given. The Fire Service will advise the Health and Fitness staff on duty when/if it is appropriate to return to the building.	Hirer Health & Fitness Duty Staff
Blocked fire doors	Low	Hirers should ensure that fire exits are kept clear during all activities The school operates a NO SMOKING policy on the whole school site . The Sports Facility has smoke detection at various locations around the building.	Hirer / Health & Fitness Duty Staff
Smoking	Low		
Site Security Those affected: Hirers, facility users, Gym Staff	Low	Hirers should ensure they have the means to summon assistance close to hand and/or a mobile phone. There is a land line located in the Gym Office.	Hirer Hirer/ Health & Fitness Duty Staff
Unauthorised people on site	Low	Only areas agreed in the letting agreement will be left unlocked. All other external doors / windows will remain closed to prevent unauthorised access (fire escape routes/exits should not be locked). Gym Staff will monitor the area throughout the open period and check the building is clear at the end of the event. The facilities management company will lock up the building at the end of the session.	Site / Health & Fitness Duty Staff
Assess to restricted areas	Low	Any act of violence, physical aggression or verbal abuse against our staff is unacceptable and the school operates a Zero Tolerance Policy to such actions. Any facility user who is abusive to our staff will be asked to leave the premises immediately; hirers should make users aware of this policy.	Duty Staff / Hirer
Violence & Aggression	Low		
Activities Those affected: Hirers, facility users	Low	An adult who is appropriately qualified (in line with national governing body requirements) to teach & supervise the activities should be in charge throughout the period of hire. Hirers are responsible for completing risk assessments for their activities and for their own liability insurance. The Hirers and facility users will be responsible for putting away any school equipment they use, such as gym mats, in the delegated places at the end of a session. Duty staff can assist with this if help is required.	Hirer Hirer Hirer / facility users

Shower / Changing Rooms Those affected: Hirers, facility users, particularly children. Security, child protection, slips.	Low	Hirers/facility users are responsible for ensuring valuables are left in a safe & secure place.	Hirer
	Low	Damage to facilities or concerns about unauthorised persons should be reported to the Health & Fitness Duty Staff immediately.	Hirer / Health & Fitness Duty Staff
	Low	If showers are used care should be taken when walking around the changing rooms, children should be advised not to run around.	Hirer
	Low	Supervision of changing facilities is the responsibility of the Hirer.	
	Low	Children should be supervised at all times in the changing rooms and child protection issues, including DBS clearance where applicable, is the responsibility of the Hirer.	Hirer
	Low	Only the community changing rooms can be used by facility users, the changing rooms/showers at “Sam’s Gym” are only available for Gym Members over 16yrs of age.	Hirer / Duty Staff
Power Cut Those affected: Hirers, facility users, Gym Staff, Gym Members	Low	All fire doors on the electronic security control system will immediately release.	Site Manager / Health & Fitness Duty Staff
		There is emergency lighting in all areas of the Sports Block.	
		The alarm system has a battery back up so you would still be able to raise the alarm using the nearest call point.	
		There may be system noises (e.g. panel alarm, beeping etc) for the duration of the power cut which identifies that a power cut is in progress.	
		The sprinkler system does not have a generator back up so it will not be in service for the duration of the power cut.	
		The fire alarm system will automatically reset itself when the power comes back on.	
Completed: School Operations Officer / Community Manager	Review Date: Annually or as required		I confirm that this risk assessment has been shared with those using the premises and who would be affected by any hazard.
Signed:			