



Orleans Park

Policy	Premises Hire
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Committee	Date of Ratification	Review Date/term	Staff Responsible	Circulation
F&R	Summer 2023	Summer 2024	Operations Director	Whole staff Docs

The school has a detailed Risk Register which the Governing Body uses to monitor and measure the impact of its decisions as well as informing its planning.

The Risk Register also includes the School's Policy Statement for Risk and Opportunity Management To ensure that Risk Management permeates the working of the Governing Body, this policy is referenced in the Risk Register and the committee responsible for the policy should consider the "likeliness" and "impact" level for the appropriate risks.

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1. Introduction and Definitions

1.1 Aims and Scope

- Hire out Facilities in a way that is safe, within current legislation and following government guidelines, and where appropriate, to support community or commercial organisations
- The School will charge for Hirings to cover the costs of hire and, where

appropriate, raise additional funds for the school

- The School's delegated budget may not be used to subsidise Hirings
- No Hiring shall interfere with the school's primary purpose of providing a high standard of education to our students. Where there is a conflict between a Hiring and a school event priority will always be given to school events.

1.2 Definitions Hiring

Hiring	Any use (whether a charge is made or not) of any School Facility by any person, company institution or association which is not a use which is part of the delivery of the School's operations.
Facility	Any part of the School site whether external or part of the School Buildings which is available for hire
Hire Terms	The Terms and Conditions set out in the Hire Request Form at Appendix 1 of this Policy

1.3 Charges for a Hiring

The Governing Body is responsible for setting the charges for the Hiring of the school premises which are referred to in paragraph 3.1 of this Policy. These are reviewed on an annual basis by the Governors' Finance and Resources Committee

2. Areas available for hire

2.1 Available areas

The school will permit the hire of the following areas:

- Sports Hall/Gym
- The Attenborough Hall
- Large and Small Drama Studios
- Library
- Classrooms
- Playing fields/Astro turf area
- Tennis/Netball courts
- Main and overflow car parks
- Cricket nets

2.2 Capacity

The capacity of each area are as follows:

AREA	CAPACITY
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Sports Hall	1000 - 1200 seated persons
Large Drama Hall	120 seated persons
Small Drama Studio	50 seated persons
Classrooms	Small up to 20 seated persons. Large 30 - 35 seated persons
Playing Fields	Football 1 x large pitch, 1 x medium, 1 x small pitch
Astroturf	1 x 11 aside football pitch or 2X6 aside pitches
Gym/Dance Studio	30 people
The Attenborough	250 seated persons
Hall Car Parking	Main car park 65 vehicles Small car park 20
Tennis Courts/Netball courts	3 x courts X 3
Cricket nets	Up to 50 people
6th Form cafe	Up to 50 people
Main canteen area	

The School will not agree to any Hiring which exceeds the Capacity of any Facility shown above.

3. Charging rates and principles

3.1 Rates

The rates for hiring out different areas are to be listed on our website.

The Headteacher may decide that certain organisations or activities can Hire a Facility for a reduced rate, or free of charge, if this supports the core aims of the school.

Charges will be collected in advance in accordance with the Hire Terms

The charges must be paid in advance unless otherwise negotiated with the school. This will be done by Bank Transfer, details of which will be sent with the confirmation letter and invoice.

3.2 Cancellations

The Hire Terms contain the provisions which apply if Hirings are cancelled.

3.3 Review

The revenue raised from Hirings will be reviewed by the Headteacher and Finance Manager. This will be fed into the school's financial reporting to ensure best value is being achieved.

4. Application process

No Hiring will be permitted unless a Hire Request Form has been completed by the Hirer and returned to sgrobler@orleanspark.school (Premises Manager) by email. Approval of the request will be determined by the Premises Manager and/or the Operations Director.

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 and a risk assessment with the Hire Request Form.

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.

5. Safeguarding

We are dedicated to ensuring the safeguarding of our students at all times.

If a hirer wishes to come on site outside of their normal hiring times they should make an appointment with our Premises Manager (sgrobler@orleanspark.school).

It is the responsibility of the Hirers to ensure that safeguarding measures are in place while hiring out the space. We will therefore seek assurance that each hirer has appropriate safeguarding and child protection policies and procedures in place (including inspecting these as needed); and ensure that there are arrangements in place for the provider to liaise with the school or college on these matters where appropriate. We will ask Hirers working with children for confirmation that they have had the appropriate level of DBS check.

6. Defibrillators

The school has two defibrillators, one located at the bottom of the staircase outside of Room 22 (entrance behind the Reception block) and the other in the lobby of the Attenborough Building.

Appendix 1: Orleans Park School hire request form

Please return to sgrobler@orleanspark.school

Name of applicant/ organisation	
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Contact details	Contact name: Address: Phone no: Email address:
Type of activity	
Area of premises to be hired Date and time of first hire If recurring please indicate the specific dates you would like	
Time slots you would like to book Additional equipment requested	
Other requirements	

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

Name _____

Date _____

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.

Hire Terms

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. The Hiring of any Facility does not constitute a tenancy and constitutes a non-exclusive and time limited licence.

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 this licence.
5. The Hirer shall not use the Facility 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 Facility 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 Facility and the Hirer has no right to exclude the school from the Facility.
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 approved by the school with cover of not less than £2,000,000 or such higher figure as the School shall require and shall provide a copy of the relevant insurance certificate to Orleans Park School no less than 5 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 anywhere on the School Site, or do anything which may bring the School into disrepute or affect its reputation whether or not on the School Site, nor do any act or omission that may invalidate any insurance policy taken out by the school in relation to the School Site.
 11. The Hirer shall indemnify and keep indemnified the school from and against:
 - a. any damage to the Facility, School Site 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 School may cancel any Hiring if:
 - a. It appears to the School that the Hiring is in breach or will lead to a breach of the Hire Terms by the Hirer.
 - b. There has been any misrepresentation by the Hirer in completing this Form.
 - c. The School becomes aware that the Hiring raises Safeguarding issues.

- d. The Facility which is the subject of the Hiring is required by the School in order to carry out the delivery of the School's operations.
 - e. The Hiring becomes unlawful
(whether to school staff, students or the Hirer or any other user of the School Site)
 - g. Any cancellation will be communicated by email.
14. If the Hiring is cancelled by the School then the Hire Fee will be refunded unless the cancellation is by reason of circumstances falling within 13(a) or 13(b) in which case the Hire Fee (or a fair proportion of it) will be retained by the School unless the Facility is re-hired for the same time slot and at the same charge.
15. The Hirer may cancel the Hiring and have the Hire Charge refunded less an administration charge of £10 if:
- a. They give 10 days' notice of cancellation
 - b. The use of the Facility stated in this form becomes unlawful;
16. Any other cancellations by the Hirer will not be refunded
17. The Hirer must take notice of the School's Safeguarding Policy and if the use of the Facility involves persons under the age of 18 they must produce their own Safeguarding Policy for approval based upon DfE guidance in [Keeping children safe in out-of school settings](#). Any potential safeguarding risks should be reported immediately to our DSL agladstone@orleanspark.school
18. The Hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
19. The Hirer will leave the Facility in the condition it was found in, leaving the area clean and tidy and not leaving any of their own equipment behind.
20. The Hirer will clean their own equipment brought onto the School Site.
21. The Hirer shall not display any advertisement, signage, banners, posters or other such notices on the School Site without the prior written agreement from the school
22. If the Hirer breaches any of the terms and conditions the school reserves the right to terminate the licence and retain any charge already paid to the school, without affecting any other right or remedy available to the school under the licence or otherwise.
23. The Hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
24. 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.
25. The Hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running. A copy of the risk assessments must be submitted for approval by the School with this Form

- 26. The Hirer shall comply with all applicable laws and regulations relating to its use of the premises.
- 27. 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.
- 28. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales
- 29. 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.

CHECKLIST OF ENCLOSURES

Have you enclosed:

Enclosure	Yes Not needed
Standard Risk Assessment (not required for use of meeting rooms for non-physical activity).	
Indemnity Insurance Schedule	
Safeguarding Policy	
Copies of DBS certificates	

By signing below, I agree to the Hire Terms set out above. I understand that my application may be refused at the absolute discretion of the School and without reasons being given for it.

Name _____

Date _____

Signature _____

Please return this form via email to sgrobler@orleanspark.school. 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: Confirmation of hire letter

Dear

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 Hire Terms you have signed.

Based on the length of time and area requested, the full amount for the hire will be £_____

You can pay us by bank transfer:

Account Name: Orleans Park School

Account Number: 65579880

Sort Code: 08-90-34

The Co-operative Bank

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.

You can contact Seugnet Grobler (sgrobler@orleanspark.school) with any questions about hiring the premises.

Your evening and weekend contact is Eddie Ssegirinya (07715815797 or premises@orleanspark.school).

Kind regards

Seugnet Grobler