

# Larkmead School Abingdon

## Premises Hire Policy

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**Review period:** 12 Months

**Owner:** CEO

**Category:** Public

**Next review:** October 2024

**Approver:** Trust Board

**Type:** Local

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### **In this document:**

- “the Trust” means the [Vale Academy Trust](#), its schools and its other operations and settings.
- “we”, “us” and “our” means the Trust.

### **1. Scope of this policy:**

This Premises Hire Policy is primarily designed to cover the hire of school premises outside of normal school hours and other Trust premises outside of normal business hours.

For other arrangements, for example when a person or organisation wishes to use school/Trust premises on a full-time basis, or otherwise frequently during normal school/business hours, a discussion must first be held with the CEO of the Trust to ensure that an appropriate contract is in place. Such discussions must take place when first setting up the arrangements and before each renewal.

### **2. Aims**

As part of the Trust, we aim to:

- Make sure our premises and facilities can be used, where appropriate, to support community or commercial organisations.
- Allow the hiring of the premises without using our budget to subsidise this
- Charge for the use of the premises to cover the costs of hire and, where appropriate, raise additional funds!
- Not let any hiring out of the premises interfere with the Trust's primary purpose of providing education.
- Ensure that hiring out of the premises complies with [Keeping Children Safe in Education](#) and our safeguarding and child protection policies, procedures and principles

### **3. Areas available for hire:**

Annex B list our facilities and equipment we have to offer for hire.

## **4. Charging rates and principles**

### **4.1 Rates**

Indicative rates for hiring out different areas are listed in Appendix 2 We may vary our fees subject to our caretaking and other support costs which can be affected by staff availability, time of year, day of week, time of day etc. The final rate will be confirmed before a hirer is asked to commit.

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 Trust. Decisions of this nature will be made by the headteacher in the case of a school, or the Chief Executive of the Trust for other settings. Decisions of this nature will be subject to review by the Local Governing Body or the Trust Board, as appropriate for the setting.

### **4.2 Cancellations**

We reserve the right to cancel any agreed hiring with a minimum of 15 Working days. A full refund will be issued if we do cancel a hire. We 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 15 working days. If less notice than this is given, the licensee shall not be entitled to a refund.

### **4.3 Review**

The revenue raised from hiring out will be reviewed by the Senior Finance Officer and will be fed into our regular financial reporting and be subject to review by the Local Governing Body or the Trust's Board, as appropriate, to ensure best value is being achieved.

## **5. Application process**

Those wishing to hire the premises should fill out the booking 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 booking form and submit it to the **Site Manager**, email : [lettings@larkmead.vale-academy.org](mailto:lettings@larkmead.vale-academy.org) Approval of the request will be determined **Site Manager** who deals with hire requests,

If the request is approved, we will contact the hirer with details of cost and how to submit payment and make arrangements for the date and time in question. We will also send on details of fire and emergency evacuation procedures, first aid and other relevant health and safety documents.

The hirer will need to provide proof of their public liability insurance alongside relevant safeguarding information (see Terms and Conditions point 24 and Safeguarding section).

Depending on the nature and size of the event, we may decide that an appropriate risk assessment is carried out before the hirer uses the premises.

We reserve the right to decline any applications at our absolute discretion, in particular where the organisation does not uphold our values, or where reputational damage may occur.

## 6. Terms and conditions of hire

The following terms and conditions must be adhered to in the hiring of the premises. Any breach of these terms will result in cancellation of future hires without refund.

1. The “hirer” and “licensee” means the person or entity identified in the relevant hire request form.
2. “We”, “us” and “our” means the Vale Academy Trust (the “Trust”).
3. The hirer shall be age 18 or over.
4. The hirer must not represent or otherwise be connected with any organisation with an extremist or unlawful background, nor shall any hirer use the premises to discuss or promote any extremist or unlawful ideology or activity.
5. The hirer shall pay the full amount as stipulated by us and shall not be entitled to set off any amount owing to us against any liability, whether past or future, of ours to the licensee.
6. The hirer shall occupy the part(s) of the premises agreed upon as a non-exclusive license and no relationship of landlord and tenant is created between the hirer and us by this 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. The hirer shall not sub-hire or use the School Facility or allow the School Facility to be used for any unlawful purpose or in any unlawful way, nor do anything or bring anything into the School Facility which may endanger the same or render invalid any insurance policies of the School Facility.
8. Any additional uses of the premises not agreed in writing by us will result in the immediate termination of the licence.
9. We shall retain control, possession and management of the premises and the hirer has no right to exclude us 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 and must take out its own

public liability insurance with a reputable insurer approved by us and, where requested by us, shall provide of copy of the relevant insurance certificate no less than [10 days] before the start date of the licence.

11. 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 us in relation to the premises.
12. The hirer shall indemnify and keep the Trust indemnified from and against:
  - a. any damage to the premises or equipment.
  - b. any claim by any third party against us; 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.
13. 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, we 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 us by the hirer under the licence.
14. Should the hirer wish to cancel any hire arrangements, the following refunds or credits for future bookings shall apply.

| Period of Notice | Refund Amount |
|------------------|---------------|
| 15 days or more  | 100%          |
| 8-14 days        | 50%           |
| 0-7 days         | No refund     |

15. Any cancellations we make with at least 15 days' notice will be refunded.
16. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
17. 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.
18. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without our prior written agreement.
19. If the hirer breaches any of the terms and conditions we reserve the right to terminate the licence and retain any fees already paid to us, without affecting any other right or remedy available to us 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 licenses 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.
23. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
24. The hirer will provide the school's Designated Safeguarding Lead (DSL) with the name of the designated DSL, date training undertaken, confirmation of staff who have completed safeguarding training, confirmation (number) of Enhanced Disclosure and Barring Service checks and confirmation of any other checks needed.

25. This premises hire policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation letter issued by us 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. We 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.

## **7. Safeguarding**

We are dedicated to ensuring the safeguarding of all children in our care or those using our premises.

It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the premises.

In keeping with Keeping Children Safe in Education 2023, the hirers shall ensure that there is a qualified Designated Safeguarding Lead. The hirers should also ensure they have adequate, and up to date child protection policies and procedures in place including, but not limited to, an adequate safeguarding policy when the booking attendees include children and/or vulnerable adults. They must also ensure adequate supervision of these children and vulnerable adults at the School Facility. These policies and procedures must be robust and take into account usage of the School Facility by other bookings with adult attendees.

The hirer must ensure that appropriate training is undertaken by all persons working with children and vulnerable adults and that it is reviewed regularly.

The hirer must also ensure that they and any and all other persons likely to have contact with the children and vulnerable adults during their booking have obtained enhanced Disclosure and Barring Service checks, and all other necessary checks, prior to the event taking place.

## **8. Driving and parking responsibility**

Hirers are expected to drive safely and responsibly while entering and exiting the school premises. Courteous and considerate parking is essential to maintain the safety and accessibility of the school site. If the school's parking facilities are at full capacity, hirers should make reasonable efforts to find suitable parking areas near the school, ensuring that they do not obstruct driveways, access routes, or neighbouring properties. The school reserves the right to take appropriate action in cases of parking violations or unsafe driving practices.

## **Annex A: Hire Booking form.**

Before filling out a request form, please familiarise yourself with our terms and conditions for the hire of our premises, our rates of hire, and safeguarding principals, which you can find in sections 3, 6 and 7 of this policy. If you have any questions, please contact Site Manager by email: [Lettings@larkmead.vale-academy.org](mailto:Lettings@larkmead.vale-academy.org)

## BOOKING FORM

- I have arranged public liability insurance cover for a minimum of £5,000,000. I enclose a copy of the certificate of insurance and/or licence (if applicable).
- I have read and undertake to observe Larkmead School's and Vale Academy Trust general conditions of letting and health and safety precautions and to be responsible for making good any loss or damage to the premises or equipment of the school due to its use by me. I will ensure that the premises are left in good order.
- I am aware that facilities I have booked will be open 10 minutes before the hire and closed 10 minutes following hire. However, I am aware that any occupation by me before or after the time for which I have made the booking will incur an additional retrospective charge at the appropriate rate. I therefore agree to allow for any setting up and clearing up time in the period I have booked.
- I can confirm safeguarding measures are in place while hiring out the premises and I have followed in with **Keeping Children Safe in Education 2023**, i shall ensure that there is a qualified Designated Safeguarding Lead. I have also ensured adequate, and up to date child protection policies and procedures in place including, but not limited to, an adequate safeguarding policy when the booking attendees include children and/or vulnerable adults.

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

|   |  |
|---|--|
| <b>Name:</b>  |  |
| <b>Signature: (not required if sending by e-mail)</b> |  |
| <b>Date:</b>  |  |

Please return this form via email to [letting@larkmead.vale-academy.org](mailto:letting@larkmead.vale-academy.org) 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.

## Annex: B

### AVAILABLE FACILITIES AND LETTING CHARGES

| Facility  | First Hour | Subsequent Hours |
|---|------------|------------------|
| Changing facilities/showers   | £22:00     | £11.00           |
| Performance Studio  | £30:00     | £16.00           |
| Dance Studio  | £33:00     | £22.00           |
| General Classroom   | £25:00     | £15.00           |
| Gymnasium/Sports Hall   | £30.00     | £22.00           |
| Stage Area  | £6.00      | £6.00            |
| Library   | £30.00     | £22.00           |
| Main Hall (without stage)   | £30.00     | £22.00           |
| Meeting Room 1 (for up to 10 persons) <sup>1</sup>                                | £20.00     | £10.00           |
| Music Performance Room (MPR)  | £24.20     | £14.00           |
| Netball Court – per court (including posts) <sup>3</sup>                          | £10.00     | £7.00            |
| Tennis Court – per court  | £10.00     | £7.00            |
| Floodlighting   | £15.00     | £15.00           |
| Restaurant Area   | £22.00     | £11.00           |
| Sports Field (per pitch) – includes toilet but not shower facilities <sup>3</sup> | £20.00     | £11.00           |
|   |            |                  |

| Equipment <sup>2</sup>                                      | Per Booking/Day |
|---|-----------------|
| Set of Badminton Posts/Net                                  | £4.50           |
| Chairs (each)   | £0.10           |
| Tables  | £0.40           |
| Restaurant Servery  | £20.00          |
| Stage Blocks  | £30.00          |
| Dance Matting per Roll                                      | £5.00           |
| Storage Space (per M <sup>3</sup> per month) * if available | £7.50           |
|   |                 |
|   |                 |

## Annex C

\*Other equipment that is not listed above may be available on request.



## **EVACUATION OF LARKMEAD SCHOOL IN THE EVENT OF AN EMERGENCY ALARM BEING SOUNDED OUT OF SCHOOL HOURS<sup>3</sup>**

### **Prior to Occupation of School Facilities**

1. All occupants or visitors to the school are to familiarize themselves with the emergency evacuation routes in advance of occupying any areas of the site and are to ensure that emergency evacuation routes are kept clear. The fire evacuation alarm is sounded with a continuous ringing of the school bell.

### **Upon Discovery of a Fire**

2. Any person discovering a fire is to:
- a. Sound the alarm.
  - b. Call the fire brigade 999.
  - c. Evacuate the immediate area.
  - d. Once evacuated, inform the Duty Site Supervisor (0791221282 or 07816142221) of the location of the fire.

### **During Evacuation**

3. Leave the premises quietly and quickly and gather on the school sports field opposite the Main School Reception.
4. Group leaders (for lettings etc.) are to confirm the whereabouts of all persons for whom they are responsible in readiness for reporting to the Fire Service.

### **Once Evacuation is Complete**

5. The Duty Site Supervisor is to interrogate the fire alarm reporting system to determine whether the alarm is genuine or a false alarm.
- a. If a Real Fire. Direct the fire service to the location of the fire.
  - b. If a False Alarm. Identify the fire call point which has been activated, reset the alarm and inform the Fire Service and evacuees of the situation.

### **Practice Evacuations (Fire Drills)**

6. Fire drills may take place outside of normal school hours.

To: Larkmead School Site Staff

From (Name of Letting): \_\_\_\_\_

## **Annex D LETTINGS - BUILDING/SERVICES FAULT REPORT**

Whilst using the school's facilities I identified the following fault with the building or equipment to which I had access:

Room:

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Fault identified: (eg. Lighting, heating, table, chair etc):

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

**For School Use**

Entered onto fault reporting system by (initials): \_\_\_\_\_

On (date): \_\_\_\_\_