



# St Peter's Catholic High School & Sixth Form Centre

## Policy Document – Premises Hire Policy

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### Aims and scope

The Governing Body of St Peter's Catholic High School & Sixth Form Centre 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
- Hirers to adhere to the values of the school, exercised through the development of respectful, caring and professional relationships and inclusive behaviour that demonstrates integrity, maturity and good judgement
- Hire out facilities in a way that is safe, following government guidelines and the school's risk assessment(s)

### Areas available for hire

The school will permit the hire of the following areas:

- 3G Pitch
- Astro turf
- Sports hall
- Pavilion
- Changing rooms
- Gym
- Fitness suite
- Grass pitch
- Tennis/netball courts
- Main hall
- classrooms

## 3. Charging rates and principles

### 3.1 Rates

The rates for hiring out can be provided by emailing [sportshub@sphs.uk.com](mailto:sportshub@sphs.uk.com).



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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 booked period or hire period and to end a hire period at any stage.

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 subject to the following cancellation fees,

- Within 7 days before the hire period, 100% of the total hiring fee to be paid
- Between 8 and 14 days before the hire period, 50% of the total hiring fee to be paid
- Between 15 and 28 days before the hire period, 20% of the total hiring fee to be paid
- For a cancellation 29 days or more before the hire period, no cancellation charge will be incurred

### 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.

The hirer should fill out and sign the hire request form and submit it to [sportshub@sphs.uk.com](mailto:sportshub@sphs.uk.com). 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 its 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.

## 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.



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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 approved by the school and a copy of the insurance must be submitted with the booking 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. Any cancellations by the school will be refunded.
14. Any cancellations by the hirer will be subject to our cancellation procedure – see cancellations 3.2



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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. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior written agreement from the school.
18. 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.
19. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
20. 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.
21. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running.
22. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
23. 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.
24. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
25. 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.



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The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact the school's designated safeguarding lead, as soon as reasonably practicable.

### **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 full governing board.



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Please refer to the school's child protection/safeguarding policies for guidance on any safeguarding/child protection issues that this policy may highlight. The school's child protection/safeguarding policies can be found on the school's website. The Gloucestershire Safeguarding Children's Executive policy can be found at [www.gscb.org.uk](http://www.gscb.org.uk)



## Safeguarding Children:

### Over 18s

St Peters High School has a duty of care to ensure that unsuitable people are prevented from working with children and vulnerable adults. As part of our commitment, certain requirements are in turn passed on to clubs/groups hiring our facilities

### Under 18s & Vulnerable adults

St Peters RC High School has a duty of care to ensure that unsuitable people are prevented from working with children and vulnerable adults. As part of our commitment, certain requirements are in turn passed on to clubs/groups hiring our facilities.

In accordance with the requirements of the DfE guidance 'Keeping Children Safe in Education' please confirm your organisation has under taken all the necessary safeguarding, safer recruitment and vetting and barring checks for all its employees. This includes Enhanced DBS Disclosure for eligible roles undertaking Regulated Activity.

**Please indicate correct statement and sign:**

*I can confirm that persons under the age of 18 or vulnerable adults DO ATTEND our club/group and we have undertaken the all the requirements as detailed above.*

*I can confirm that persons under the age of 18 or vulnerable adults DO NOT ATTEND our club/group and we have undertaken the all the requirements as detailed above.*

Signed		Print Name:	
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### Public Liability Insurance:

We require all our hirers to have Public Liability Insurance. The club/organisation must ensure that at least £5 Million of public liability insurance is in place during the hire period.

**Please attach a copy of your valid insurance certificates.**

*By signing this agreement, you accept and agree to all our Term and Conditions and St Peter's School Lettings Policy.*

Signed:		Print Name:	
Position:		Date:	

### PRIVACY AND DATA PROTECTION POLICY

St Peter's High School will process your personal data under the lawful basis of fulfilling a contract. We will use personal data about our current customers, for the purposes of administering bookings, invoicing, access control, providing services to customers such as maintaining facilities, and internal administration such as training, detection and prevention of crime. We will never pass your details on to third parties. Once our contract has ended with you the financial records of your contract will be kept securely for 7 years and then shredded and disposed of securely.

## TERMS AND CONDITIONS FOR FACILITY HIRE

- All hirers are required to have signed the St Peter's booking form and send a copy of their Public Liability Insurance.
- In signing the St Peter's booking form, hirers accept and acknowledge that it is the responsibility of the hirer to check that the facilities are safe to use.
- In adverse weather and St Peter's stays open it is the responsibility of the hirer to conduct their own risk assessment before use.
- Any damages or breakages occurring or found at the start of a session must be reported to a member of the site team or by emailing [sporthub@sphs.uk.com](mailto:sporthub@sphs.uk.com)
- Misconduct and unexplained damages will result in withdrawal of use of the facilities and potentially additional charges.
- The school has the right to cancel a booking for school needs. The school will give prior warning of such an event by emailing the hirer in advance.
- It is the hirers responsibility to pass on any information to their coaches and teams.
- All weekday lettings to vacate premises by 10pm
- All weekend lettings to vacate premises by 6pm (extensions are possible if advance notice is given)
- Unless by prior agreement, all one-off and short-term lettings to make payment in full before letting commences.
- One off booking's incur VAT unless a registered charity. Evidence may be requested.
- Block booking (10 or more booking with no more than 14 days between each booking VAT is not charged.) will be invoiced monthly/Quarterly. We do require prompt payment of invoices; your booking will become at risk if invoices are not paid.
- Please note: if your invoices are exempt of VAT, they become vatable if you cancel and the 10-week booking rule is broken. This means that it might be cheaper for you not to cancel the booking and still pay for it, rather than being invoiced for the VAT on the entire booking
- One month's cancellation notice is required for block bookings.
- All lettings must be adequately supervised by responsible adults.
- Where activities involve young persons, the club, organisation or event holder must have a Safeguarding policy and appropriate DBS clearance for at least one leader attending the booking.
- No Smoking or consuming of Alcohol or drug taking is permitted anywhere on the school grounds.
- Only correct footwear must be worn as required by the pitch or floor surface.
- It is the hirers responsibility to ensure the facilities are left in a clean and tidy condition after use.
- The Premises Hire Policy can be found on St Peter's website under Finance policies.