



STUDLEY HIGH SCHOOL
AN ACADEMY TRUST SCHOOL – ALWAYS AIMING HIGHER

Lettings & Extended Academy Usage Policy

Review Period: Every 2 Years

Review By: Leadership Group & F&S

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Letting and Use of Premises Policy

POLICY AND CONDITIONS FOR THE HIRING OF EDUCATIONAL PREMISES AND GROUNDS OUT OF NORMAL HOURS

1 INTRODUCTION

1.1 General principles

It is the policy of the academy Governors to encourage and facilitate the community use of the academy premises.

Permission to use academy premises, out of normal hours may be granted by Governors / Headteacher subject to the following provisos:

- 1.1.1 The use will not, in their opinion, conflict with the educational functions of the academy or create any disturbance or inconvenience to the neighbourhood, or interfere with any existing hiring.
- 1.1.2 Where use of the academy premises is granted free of charge the object of the use should not be for the personal profit of the user or any other person, except that where such use is organised with the support of the school or parents' association and an appropriate percentage of any profit, negotiated prior to usage, is donated for the benefit of the academy.
- 1.1.3 Academy premises usage shall be controlled on behalf of the school by the Site Manager.
- 1.1.4 Hire charges for academy premises will be reviewed annually by governors.
- 1.1.5 Hiring's of academy premises will normally include toilet facilities and parking facilities (where available).
- 1.1.6 The term Hirer hereinafter should be taken in the context of a person or entity that is given permission to use the academy premises whether on a chargeable basis or as a user, free of charge.

1.2 Use of playing fields

Sports pitches may also be made available for properly supervised activities out of normal hours (particularly by organised youth groups and other similar bodies), at the discretion of governors, provided that the fields are in a fit state for such activities. In cases of doubt, the site manager should be consulted.

1.3 Prevention of damage

To avoid damage to property as a result of hiring, no outdoor footwear should be worn in the gym. Facilities should not be used for activities other than those for which they are intended.

1.4 Withdrawal of facilities

The object of the provisions of this scheme is to ensure the full use of educational premises consistent with their use for normal day-to-day purposes, but it must be emphasised, particularly where premises are hired or used free of charge on a regular basis, that any abuse of privilege may lead to the immediate withdrawal of the facilities granted. In special circumstances, governors / management committees may cancel a confirmed booking, but will endeavour to give reasonable notice.



1.5 Hire of sports halls and gymnasias / large halls

The use of academy halls, gymnasias and other facilities at academy / centres is subject to the following additional conditions:

- 1.5.1 appropriate footwear shall be worn;
- 1.5.2 hirers are to provide their own personal equipment (e.g. rackets, balls);
- 1.5.3 any sports hall equipment used (e.g. games posts and nets) shall be stored tidily after use;
- 1.5.4 when sports hall or gymnasias are hired or used for activities in which there is physical risk, the user is responsible for appropriate supervision. The academy is in no way liable for the standard of supervision provided. (See also section 4.1.8)

2 CHARGES FOR THE USE OF EDUCATIONAL PREMISES

Subject to the academy's right to issue directions on the use of its premises, charges for use will be at the discretion of governors/management committees.

Governors / Headteacher may choose to offer free use or may set a charge which does not fully cover costs. However, this would be on the understanding that the hiring was not subsidised from the Academy budget. Subsidies may be provided from income from other hiring's or sources, ie funding grants applied for and allocated to the academy community use budget.

In the case of free lettings voluntary contributions to the academy would be greatly appreciated.

Charges will not be relevant in the case of use associated with the corporate life of the educational unit, such as staff meetings, parents' meetings, governors' meetings and extra-curricular activities for pupils.

3 APPLICATION PROCEDURE, CONDITIONS OF BOOKING ETC.

Any application for the hire of educational premises must be made on the official application form and in accordance with the procedures laid down by the Governors of Studley High School. (Appendix 1)

3.1 Confirmation of booking

Educational premises will not be regarded as booked until the completed application form has been submitted and approved by the governors or by a person empowered to act on their behalf. The governors reserve the right to refuse any application without stating reasons. No public announcement of a function to be held in an educational establishment must be made until the booking has been formally confirmed.

3.2 Cancellation

The hirer must notify the Site Manager of the school, in writing, of any occasion when the accommodation is not required, giving the appropriate period of notice on the booking form. Some or all of the hiring fee may be forfeited.

3.3 Hiring's not transferable

Hirers are not allowed to transfer the hiring to any other person or organisation.



3.4 Consultation with head of establishment

Detailed arrangements for the use of the premises shall be made by the hirer with the site manager including where necessary, arrangements for the erection and / or dismantling of staging. Wherever, necessary, the site manager should also be consulted on the use of the hired accommodation. The hirer shall be responsible for ascertaining that the academy accommodation is suitable for the purposes required.

4 CONDITIONS FOR THE USE OF ACADEMY PREMISES

4.1 The following conditions for the use of academy premises by any hirer shall apply:

4.1.1 Intoxicants shall not be sold or consumed on the premises except at designated functions and other special functions for which the governors have granted a special dispensation. The hirer is responsible for obtaining licences to meet the requirements of the Licensing Act 2003.

4.1.2 Raffles, bingo, lotteries or the like, shall not normally take place on educational premises for money or prizes, Gambling in any form shall comply with relevant legislation.

4.1.3 Smoking is prohibited on the site, including the grounds.

4.1.4 No polish or similar materials shall be applied to floors. Educational premises must be left in satisfactory order for re-opening at the usual time. Where it is agreed that additional cleaning will be necessary (e.g. on a Sunday morning following a Saturday night function), then it is essential to determine the extra charges involved in consultation with the Site Manager, and advance notification of this should be given to the hirer. Any additional charge of this nature should be added to the cost of the hiring.

4.1.5 Meetings / functions shall finish so that the premises are vacated not later than 11.00pm unless governors have specifically authorised a later time, in which case an additional charge may be made.

4.1.6 The hirer will indemnify the Academy against all claims from third parties involving death, injury to persons and/or loss or damage to property and also for loss or damage to the Academy's premises being used. It is therefore essential that the hirer is covered by Public Liability Insurance to meet any claims which may arise as a consequence of the hiring agreement. A minimum cover of £5,000,000 is required to be maintained.

4.1.7 If academy premises are required for concerts or for dramatic, musical, film or any other public entertainments, or if visual aids are used, the hirer must ensure that:

- Copyrights are not infringed
- The hirer MUST be in possession of the necessary permission or licence before the hiring commences. The hirer will produce a copy of such permission or licence upon request by the Academy.
- No play shall be performed or film shown which is in any way offensive:
- In the case of film shows, only non-inflammable film is used;
- The provision of the Children and Young Persons Act 1933-69 (as amended), with regard to performances by children, have been, or will be observed;
- Any licence necessary under the Theatres Act 1968 and the Cinemas Act 1985 has been, or will be, obtained
- The parking of motorcycles, cars or lorries etc, on the school premises, where suitable accommodation is available, shall be permitted only on condition that persons bringing such vehicles on to the academy premises do so at their own risk, and that they accept responsibility for any damage or injury to the academy's property or to any persons, whether connected with the academy or not, caused by such vehicles on their presence on the academy premises:



- No nuisance is caused to nearby residents
- All electrical equipment brought onto site must be Portable Appliance Tested (PAT)

4.1.8 The hirer will supply details of the certificates confirming DBS checks have been made and cleared in respect of all services involving children or vulnerable people. The requirement will not apply if the hire is for family occasions only.

4.1.9 The following parts of the premises shall not be hired unless a special application has been made and permission granted by the governors, in consultation with the academy: laboratories, home studies areas and craft, design & technology areas.

4.1.10 Duties of site manager or site-assistants

The site manager/team is responsible for opening the premises at the agreed time and remaining there until the hirer or his representative arrives and for closing and securing the premises at the conclusion of the period of hire. He is responsible for cleaning and preparing hired accommodation for its normal use, except as provided in paragraph 4.1.4 above. The erection or dismantling of staging, or the removal of chairs and furniture from one part of the premises to another, except where required for educational purposes is not regarded as falling within the normal duties of the site team. In the rare event that these services are deemed necessary, the academy may levy additional costs to the hirer for the site team's extra time.

4.1.11 Security of premises

The hirer should notify the site manager/team if the function ends considerably earlier than expected; alternatively the hirer should leave someone in charge of the premises until the site manager arrives. **The academy must not be left without any supervision.**

4.1.10 Car Parking

Hirers bring their own vehicles on to the academy premises entirely at their own risk and shall under no circumstances take or park cars or trailers on grassed areas. If it is necessary to transport equipment on to fields by vehicle, **permission MUST be obtained prior to the event** from the Site Manager. The hirer will be liable for the cost of making good any damage. (N.B. The Insurance cover at paragraph 4.1.6 does not include this type of damage).

4.2 Community schemes and activities

For community schemes and activities (e.g. playgroups and holiday play schemes) the hire of educational premises is subject to the following additional conditions:

4.2.1 The accommodation to be used must be agreed beforehand with the **School Business Finance** Manager and site manager.

4.2.2 The hirer shall ensure adequate supervision of community schemes and activities by providing suitable leaders or organisers having regard to the number of children participating, their age and gender, and the nature of the activity being organised. The hirer shall comply with the provisions of the Childrens Act 1989. Particular supervision shall be exercised to prevent misuse of toilet accommodation.

4.2.3 Details of the arrangements proposed for the community scheme or similar activities shall be sent by the hirer to the **School Business Finance** Manager not less than four weeks before the scheme begins.



- 4.2.4 The site manager shall be responsible for deciding whether the sports fields are unfit for use in inclement weather.
- 4.2.5 A hirer must give notice as early as possible to the ~~School Business Finance~~ Manager, or to the site manager, if a session is to be cancelled.
- 4.2.6 When tennis courts are used, the hirer must ensure that players wear approved tennis shoes, without heels, soled in rubber or similar materials.
- 4.2.7 No animals shall be brought on to any part of the premises without prior approval by the Academy.

4.3 Use of Academy meals service kitchen

Academy meals service kitchens are not included in an ordinary hiring of school premises to organisations not connected with the academy.

If a hirer wishes to make use of the academy kitchen facilities, a catering assistant MUST be in attendance and hirer will be charged for the wages involved.

Signed: _____ Headteacher Date: _____

Signed: _____ Chair of Governors Date: _____¹

¹

APPENDIX 1

APPLICATION FOR THE USE OF STUDLEY HIGH SCHOOL PREMISES OUT OF ACADEMY HOURS

Please complete in BLOCK LETTERS and submit form to the main office at least 7 days before the period of hire is due to commence.

CLUB OR ORGANISATION DETAILS			
Address of Hirer:			
Postcode:			
Invoice Address:			
Postcode:			
CONTACT DETAILS			
Contact tel no:	Home:	Work:	Mobile:
Email address:			
Contact tel no:	Home:	Work:	Mobile:
Email address:			

FACILITIES REQUIRED (Please tick facilities required)			
<input type="checkbox"/> Hall	<input type="checkbox"/> Dining Room	<input type="checkbox"/> Changing Rooms	<input type="checkbox"/> Meeting Room
<input type="checkbox"/> Classroom	<input type="checkbox"/> Technology Room	<input type="checkbox"/> Music Practice Room	<input type="checkbox"/> Gym
<input type="checkbox"/> Kitchen			

BOOKING DETAILS (HIRE PERIOD)						
Facility e.g. Hall/dining room, gym, hall etc.	Activity e.g. meeting, martial arts, dance, etc.	Dates		Times		Approx nos attending
		From	To	From	To	

Studley high School, Crooks Lane, Studley, Warwickshire B80 7QX
Tel 01527 852 478 email cwilliams@studleyhighschool.org.uk
www.studleyhighschool.org.uk

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ADDITIONAL REQUIREMENTS (delete as necessary)			
Piano (in Hall)	Yes	No	
Chairs	Yes	No	No of chairs
Car Parking	Yes	No	No of spaces
Any other requirements:			

AGE CATEGORY (Tick box)	
<input type="checkbox"/> Junior (Under 16)	<input type="checkbox"/> Senior (Over 16)

PURPOSE OF HIRE (Tick box)				
<input type="checkbox"/> Social	<input type="checkbox"/> Training	<input type="checkbox"/> Performance	<input type="checkbox"/> Sale	<input type="checkbox"/> (Other Detail below)

CHARGES (Tick box)								
Will a charge be made to participants?	Yes	No	If YES, is charge for subscriptions, fundraising or profit?	Yes	No	Are the public to be admitted?	Yes	No
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>

HEALTH & SAFETY					
Do you have appropriate First Aiders within the club/organisation?	Yes	No	Do you have appropriate Public Liability insurance cover within the Club/Organisation (Please complete Insurance Declaration attached)	Yes	No
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>

QUALIFICATIONS
Sports instructors must have relevant and valid Governing Body qualifications / affiliations and adhere to any guidelines for the specific activity.

DISCLOSURE & BARRING SERVICE – CHECKS (Please attach copies as appropriate)

I confirm that the Club / Organisation have appropriate DBS checks issued within the past year for attending staff members	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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I, the Hirer, agree on behalf of my Club / Organisation to be bound by the terms & Conditions of Hire as laid down by Studley High School.
I have read and understood and agree to abide by the Academy Rules & Regulations.

Name Signature..... Date.....

PLEASE NOTE:
THAT THE ACADEMY IS CLOSED OVER CHRISTMAS / NEW YEAR AND ALL BANK HOLIDAY MONDAYS.

THE ACADEMY WILL ADVISE ALL HIRERS IN ADVANCE OF ANY DATES WHEN THE ACADEMY WILL NOT BE AVAIABLE DUE TO ACADEMY REQUIREMENTS.

HIRERS MUST ENSURE THAT THEY HAVE VACATED THE PREMISES FIFTEEN MINUTES AFTER THE HIRE PERIOD END.

TERMS AND CONDITIONS

Use of Academy premises

1. The Academy shall during the Hire Period permit the Hirer to use the Facility only for the Purpose of Hire stated in the Application.
2. Only the Hirer's own staff members may enter or use any part of the Academy premises, and the Hirer shall ensure that the Hirer's staff use the Facility only for the Purpose of Hire.
3. The Hirer shall ensure that the Facility hired is maintained in a clean, tidy and secure manner at all times.
4. The Hirer shall receive exclusive possession of the relevant Facility for the Hire Period. However, permission to hire the Facility is not the grant of a tenancy of any part of the premises, and the Academy retains full possession and control over such all Academy premises at all times. .
5. The Hirer will not alter or modify any part of any Academy premises without the written permission of the Academy.
6. The Hirer agrees to abide by the Academy's Policy and Conditions on the Hiring of Educational Premises and Grounds outside of Normal Hours, in full at all times

Indemnity

I hereby agree to indemnify Studley High School against all losses, liabilities, claims, costs, charges and outgoings of every description (including legal expenses), suffered by the Academy in respect of damage to its property arising from my Hire.

Insurance

1 I maintain a Public Liability Insurance Policy, the details of which are as follows:

Policy Number	Expiry Date	Indemnity Limit £
Name & Address of Insurance Company (please attach a copy of the cover confirmation)		

- 2 (i) I understand that there is an excess of £500 for each and every claim payable by me in the event of a claim for loss or damage to the Academy's property arising from my hire of the premises
- (ii) I understand the cover of the policy does **NOT** provide cover for sporting, after-school clubs and other such activities where professional skills and instruction are essential to organise and manage and I am / we are

required to make our own arrangements to provide cover for such activities and undertake to do so.

- (iii) I hereby undertake that in the event of claims arising during my hire of the Academy’s premises, I shall not admit liability to the claimant but immediately forward such claims with a brief report on the incident to the Finance Manager, Studley High School, Crooks Lane, Warwickshire B80 7QX.

DBS Checks

Anyone who owns, manages or works in a service dealing with children or vulnerable adults has to undergo a Disclosure and Barring Service check in accordance with the Safeguarding of Vulnerable Groups Act 2006. **You must ensure that you hold the appropriate and up to date certificates, where appropriate, and enclose a copy with your completed Application.**

Compliance with Applicable Laws

I also agree to comply with all obligations imposed by statute, regulation, bylaw or order made there under, relevant to the use by me of the Facility and Academy premises generally. In particular, and without prejudice to the generality of the foregoing, I agree to observe the requirements of the Theatres Act 1962, the Cinemas Act 1985 and the Copyright, Designs and Patents Act 1988 and to obtain, and produce on demand when requested to do so, all licenses necessary. I further agree to observe the requirements of the Licensing Justices.

Charges

I agree to pay the charges due, as notified to me by the Academy in writing (such charges to be based on the Academy’s standard rates from time to time). Payment will be expected within 14 days of receipt of the invoice issued by the Academy.

Capacity

I am over 18 years of age, and have full legal capacity (and, where acting on behalf of an organisation, requisite authority) to enter into these Terms and Conditions.

Signature:

Date: