



Campion School

Hiring of Academy Facilities Policy

Dated: February 2016 (adopted via Governors Resources Committee [08/03/2016](#))
Review (as required) or February 2019

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

1. Introduction

1.1 General Principles

It is the policy of the directors to encourage and facilitate the public use of school premises.

Permission to use the premises, with the exception of specialist accommodation referred to elsewhere, out of normal hours may be granted by the directors / Headteacher / Business Manager subject to the following provisos:

- 1.1.1 The use will not, in their opinion, conflict with the educational functions of the premises, or create any disturbance or inconvenience to the neighbourhood, or interfere with any existing hiring.
- 1.1.2 The object of the use is not for the personal profit of the hirer or any other person, except that where such use is organised with the support of the school and is perceived by the directors / Headteacher as being of benefit to the local school community.
- 1.1.3 School premises are not generally used during the school holidays except for approved educational purposes or pre-arranged exceptional events and as required by statute.
- 1.1.4 Hiring of school premises normally includes toilet facilities and parking facilities (where available).

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 the Headteacher / Business Manager, provided that the fields are in a fit state for such activities.

1.3 Prevention of damage

To avoid damage to property as a result of hiring no types of footwear (e.g. outdoor footwear in gymnasias) likely to cause damage to floors are worn. If necessary other measures may need to be taken to prevent damage depending on the nature of the activities taking place. Facilities are not to be used for activities other than those for which they are intended.

1.4 Withdrawal of facilities

Any abuse of privilege may lead to the immediate withdrawal of the facilities granted. In special circumstances, the Headteacher / Business Manager may cancel a confirmed booking, but will endeavour to give reasonable notice.

1.5 Hire of sports hall, gymnasium, assembly hall

The use of the sports hall, gymnasium, assembly hall and other facilities at school 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 playing 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 where the sports hall or gymnasium are hired for activities in which there is physical risk, the hirer is responsible for appropriate supervision. Champion School is in no way liable for the standard of supervision provided. (See also section 4.1.8.)

2. Charges for the use of school premises

Subject to Champion School's right to issue directions on the use of its premises, charges for use will be at the discretion of the Headteacher / Business Manager, including in the case of a hiring covered by statute (see section 4.4).

The Headteacher / Business Manager may choose to offer free use or may set a charge which does not fully cover costs. However this would need to be on the understanding that the hiring was not subsidised from the school budget. Subsidies may be provided from income from other hirings or sources.

Charges will not be relevant in the case of use associated with the corporate life of the school, such as staff meetings, parents' meetings, directors' meetings and extra-curricular activities for pupils. Costs arising from these uses will be covered by the school's budget.

3. Application procedure, conditions of booking, etc.

Any application for the hire of school facilities must be made on the official application form and in accordance with the procedures laid down by the school. All applications should be made, in the first instance, to the Lettings Administrator.

3.1 Confirmation of booking

Facilities will not be regarded as booked until the completed application form and associated certificates (insurance / DBS checks etc.) have been submitted and approved by the Headteacher / Business Manager or by a person empowered to act on their behalf. The Headteacher / Business Manager reserve the right to refuse any application without stating reasons. No public announcement of a function to be held on the school's premises must be made until the booking has been formally confirmed.

3.2 Cancellation

The hirer must notify the Lettings Administrator of the establishment, in writing, of any occasion when the accommodation is not required, giving an appropriate period of notice. Some or all of the hiring fee may be forfeited.

3.3 Hiring not transferable

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

3.4 Detailed Arrangements

Detailed arrangements for the use of the premises shall be made by the hirer with the Headteacher / Business Manager or his representative including where necessary, arrangements for the erection and/or dismantling of staging. Wherever necessary, the Site Team should also be consulted on the use of the hired accommodation. The hirer shall be responsible for ascertaining that the accommodation is suitable for the purposes required.

4. Conditions for the use of the school

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

- 4.1.1 The following parts of the premises shall not be hired unless a special application has been made and permission granted by the directors, in consultation with the subject leader: laboratories and craft, design & technology areas.
- 4.1.2 Medical rooms and rooms/facilities provided for specific disabled children shall not be used by any outside individuals or bodies for any purpose whatsoever. General disabled toilet facilities will be made available.
- 4.1.3 Alcohol shall not be sold or consumed on the school site.
- 4.1.4 Raffles, bingo, lotteries or the like, shall not normally take place on educational premises for money prizes. Gambling in any form shall comply with relevant legislation.
- 4.1.5 Smoking is not permitted on any part of the school site at any time. It is the hirer's responsibility to ensure that any person associated with their booking abides by this condition.
- 4.1.6 No polish or similar materials shall be applied to floors. School 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), it is essential to determine the extra charges involved and advance notification of this should be given to the hirer. Any additional charge of this nature will be added to the cost of the hiring.
- 4.1.7 Meetings/functions shall finish so that the premises are vacated not later than 8.00 p.m. unless the Headteacher has specifically authorised a later time, in which case an additional charge may be made.
- 4.1.8 The hirer will indemnify the school 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 school'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 £10,000,000 is required to be maintained. The school cannot provide such insurance for the hirer as part of their booking. Evidence of the hirer holding such insurance, by means of a copy certificate, will be required at the point of an application being made.
- 4.1.9 The hirer will supply details of the certificates confirming Criminal Record Bureau / DBS checks have been made and cleared in respect of all services involving children or vulnerable people. This requirement will not apply if the hire is for family occasions only.
- 4.1.10 If the school's 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 (see standard form of hire). The hirer will produce a copy of such permission or licence upon request by the school.
- the requirements of the Licensing Act 2003 where applicable, have been or will be met and a Premises Licence for any hire involving dancing, music or entertainment has been obtained or applied for.
- no play shall be performed or film shown which is out of context with the ethos and/or views of the directors / the school;
- 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's premises, where suitable accommodation is available, shall be permitted only on condition that persons bringing such vehicles on to the school premises do so at their own risk, and that they accept responsibility for any damage or injury to the school's property or to any persons, whether connected with the school or not, caused by such vehicles or their presence on the school's premises;
- no nuisance is caused to nearby residents.

4.1.11 Duties of caretakers

The caretaker 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/she is responsible for cleaning and preparing hired accommodation for its normal use, except as provided in paragraph 4.1.6 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 a caretaker. Where these services are necessary, the caretaker is entitled to additional payment, the cost of which will be passed on to the hirer.

4.1.12 Security of premises

The hirer should notify the caretaker if the function ends considerably earlier than expected; alternatively the hirer should leave someone in charge of the premises until the caretaker arrives. The school must not be left without any supervision.

4.1.13 Car parking

Hirers bring their own vehicles on to school 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 Headteacher / Business Manager. The hirer will be liable for the cost of making good any 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 Headteacher / Business 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 sex, and the nature of the activity being organised. The hirer shall comply with the provisions of the Children 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 Headteacher / Lettings Administrator not less than four weeks before the scheme begins.
- 4.2.4 The Headteacher / Business Manager / Site Manager shall be responsible for deciding whether the sports fields are fit for use in inclement weather.
- 4.2.5 A hirer must give notice as early as possible to the Headteacher, Lettings Administrator or to the caretaker, 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 Headteacher / Business Manager.

4.3 Use of school meals service kitchens

School meals service kitchens are not included in an ordinary hiring of educational premises to organisations not connected with the school. If a hirer wishes to make use of school meals service kitchens/facilities, a member of the school's catering service staff must be in attendance and the hirer will be charged for the wages involved.

4.4 Statutory use of educational premises

4.4.1 Candidates' meetings before elections

Candidates at parliamentary elections may use a suitable room in a maintained educational establishment in their constituency (or outside the constituency if there is no suitable room within the candidate's constituency which is reasonably accessible) for a public meeting. Such use must not interfere with the work of the establishment. Similar provision is made for candidates before County, District, Borough and Parish Council elections. (Representation of the People Act 1983, Sections 95 and 96.) The Academy directors will adhere to this principle wherever possible.

4.4.2 Polling station

The Returning Officer is entitled to use a room in any maintained educational establishment as a polling station for a parliamentary, local or European election. (Representation of the People Act 1983; Schedule 1 Part III rule 22 Local Elections (Principal Areas) Rules 1986; rule 17 European Parliamentary Elections Regulations 1986 regulation 5(1).) The Academy directors will adhere to this principle wherever possible.

4.4.3 Parish councils and parish meetings

A room in any maintained educational establishment may be used at all reasonable times upon reasonable notice for meetings of the parish council and for parish meetings and for meetings convened by either the Chairman of the Parish Council or Parish Meeting. This must not interfere with the use of the room for educational purposes (Local Government Act 1972, Section 134.) The Academy directors will adhere to this principle wherever possible.

4.4.4 Charges

Where educational premises are used for statutory purposes this must be rent and charge free excepting that the user is responsible for the cost of making good any damage done and to defray any expense incurred in making the accommodation available. The Academy directors will adhere to this principle wherever possible.

Note: These procedures and conditions supersede all previous instructions relating to the hiring of the educational premises and grounds known as Campion School.

Issued by:

The directors

Campion Academy Trust t/a Campion School

Updated February 2016