

# PREMISES HIRE POLICY



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## 1. Aims and scope

- 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.
- Not let any hiring out of the premises interfere with the school's primary purpose of providing education to its pupils
- Hire out facilities in a way that is safe, following government guidelines and the school's risk assessment(s)

### 2. Areas available for hire

The school will permit the hire of the following areas:

Main Hall

Sports Hall

Theatre

New Gym

Drama Studio

**Dance Studio** 

Athletics Track Area

9 Aside Grass Football Pitch

Canteen Sitting Area



Area	capacity	cost
Main Hall	26x12 meters capacity of 200 standing – 450 seating in an assembly layout	£70 Per Hour
Sports Hall	33x18 meters	£50 per hour
Theatre	20x15 meters capacity 230 seated	£70 per hour
New Gym	21x12 meters	£40 per hour
Drama Studio	13x9 meters	£40 per hour
Dance Studio	13x9 meters	£40 per hour
Athletics Track Area	400m long, 8 lanes	£30 per hour
9 Aside Grass Football Pitch	73x45 meters	£45 per hour
Canteen Sitting Area	18x21 meters, capacity 252 seats – mobile dining benches	£50 per hour

### 3. Charging rates and principles

#### 3.1 Rates

The rates for hiring out different areas are listed in the table in the section above.

We may decide to impose an additional cleaning fee on top of the hiring rates.

#### 3.2 Cancellations

The Venue reserves the right to cancel a Booking at any time without notice and without assigning any reason but would endeavour to give as much notice as possible.

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.

In the event of the Hirer wishing to cancel a one-off Booking, then a minimum of 7 days' notice must be given. If less than 7 days' notice, the Venue reserves the right to keep up to 50% of the cost of the Booking.

In the event of the hirer wishing to cancel a block-booking (being a Booking with 10+ sessions), then the same terms apply, however if more than 3 cancellations of sessions within a block-booking are made within any 3-month period, the Venue reserves the right to refuse any further changes to the Hirer's Booking(s), actioning no further refunds for cancelled sessions.



### 4. Application process

Those wishing to hire the premises should complete the online booking form, which you can find on School Hire and read the terms and conditions of hire set out in section 5.

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 and complete a related party declaration form (appendix 1).

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.

A list of hirers will be shared with Trustees on a termly basis.

#### 5. Terms and conditions of hire

- 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. No hirer should expect, nor will be given, preferential treatment by the school due to entering into a hiring contract with the school.
- 9. 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.
- 10. The hirer must take out its own public liability insurance with a reputable insurer approved by the school and shall provide a 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 the school in relation to the premises.
- 12. 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.
  - 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, 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.



- 14. Any cancellations by the school made with at least 7 days' notice will be refunded
- 15. Any cancellations by the hirer received with less than 7 days notice will not 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 is responsible for ensuring that the premises are left in the same clean condition as they were found. All rubbish and any equipment brought onto the premises must be cleaned and removed after use.
- 19. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior written agreement from the school.
- 20. 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.
- 21. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
- 22. 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.
- 23. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running.
- 24. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
- 25. 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.
- 26. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
- 27. 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 to the school.

The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact the Lettings manager through the designated booking platform (School Hire) as soon as reasonably practicable.

The hirer understands that if our school receives an allegation relating to an incident where an individual or organisation is using our school premises for running an activity for children, we will follow our usual safeguarding procedures and inform our local authority designated officer (LADO).



### 7. Health and Safety Conditions

#### For the duration of the period of hire the Hirer must ensure the following:

- 1. Normal emergency procedures are followed.
- 2. A first aid kit is provided.
- 3. No equipment on the Premises is used without prior written consent from the Venue.
- **4.** Familiarity with emergency equipment, such as fire extinguishers, alarms, mobile telephone and first aid facilities.
- 5. An emergency evacuation procedure is established. This will detail who will be responsible for taking control, calling emergency services and where to assemble. Consideration must be given to the needs of disabled participants. Evacuation practice must be undertaken on a half-termly basis.
- **6.** Facilities and equipment (if made available) are used in a responsible manner, an orderly way and for the purposes for which they are hired and do not compromise the safety of the Hirer and/or their clients, the Venue or the equipment.
- 7. Alcohol is not consumed or sold on the Premises.
- 8. Smoking is not permitted on or on any part of the Premises.
- 9. Emergency exits, fire extinguishers, alarm points are not obstructed.
- 10. Adequate walkways are available to allow free and easy access and egress.
- 11. No gas cylinders or canisters are used inside the Premises.
- 12. Combustible materials are not placed adjacent to heat sources.
- 13. Equipment is used for the purpose for which it was designed.
- 14. Any electrical equipment brought on site must be PAT tested and comply with the British standards then applicable.
- 15. Flammable or hazardous substances are not to be used.
- 16. No open fires, candles or unauthorised electrical equipment will be used on the Premises.
- 17. Noise levels must be contained to a reasonable level at all times.
- 18. Furniture, instruments or equipment belonging to the Hirer may only be left or stored on the Premises if this has been agreed with the Venue in advance and can be stored safely.
- 19. The Premises must be vacated on time, left secure, and left in a clean and tidy condition at the end of the Hire Period. If the school is left unsecured this could lead to the termination of the contract.
- **20.** The hirer is responsible for the behaviour of all participants involved in the session. Any antisocial, threatening or violent behaviour by participants may result in the booking being cancelled with immediate effect at the discretion of the centre management.

### 8. Insurance, Liability and Indemnity

The Venue strongly recommends the Hirer takes out its own insurance to cover any activities which are physically demanding or at a higher risk of possible injury. Copies of such insurance documents must be provided to the Venue.

The Hirer agrees and undertakes to indemnify the Venue and keep the Venue indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from this Hire Agreement.

The Venue gives no warranty that the Premises possesses the necessary consents for the use specified in the Hire Agreement.

The Venue gives no warranty that the Premises are physically fit for the use specified in the Hire Agreement.



#### The Venue is not liable for:

The death of, or injury to the Hirer, its employees, customers or invitees to the Premises.

Damage to any property of the Hirer or that of the Hirer's employees, customers or other invitees to the Premises.

Any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Hirer or the Hirer's employees, customers or other invitees to the Premises.

#### Nothing in this clause shall limit or exclude the Venue's liability for:

Death or personal injury or damage to the Premises caused by negligence on the part of the Venue or its employees or agents.

Any matter in respect of which it would be unlawful for the Venue to exclude or restrict

### 9. 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.



## Appendix 1

### Townley Grammar School Trust for Education Declaration of Related Party Interests 2025/26



Form for completion by New Hirers

Do you hold any directorships, trusteeships, partnerships, senior employments in businesses, or any trusteeships or councillorships in other educational institutions?	Yes/No	
Name of company/organisation		
Nature of company/organisation		
Position held within organisation		
Nature of interest (including any shareholding)		
Do any of your close family members (parents, children, siblings, partner or spouse) hold memberships, trusteeships or partnerships in businesses, or trusteeships or councillorships in other educational institutions?	Yes/No	
Please give details of company/organisation, family member and position held		
Do any of your close family members hold memberships, trusteeships or employment within Townley Grammar School Trust?	Yes/No	
Please give details of family member, and position held		
I declare that the information supplied above is	-	
written approval from TGS trustees prior to my related party organisation entering into any financial transaction with Townley Grammar School Trust		
Name (please print)	Signature	
Position held	Date	