



## **STRATFORD UPON AVON PRIMARY SCHOOL**

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### **Policy and Conditions for the Hiring of Educational of Educational Premises and Grounds out of normal hours**

#### **1. Introduction**

##### **1.1 General principles**

It is the policy of the Resources Group at Community Academies Trust to encourage and facilitate the public use of all educational premises.

Permission to use educational premises, with the exception of specialist accommodation referred to elsewhere, out of normal hours may be granted by governors /management committees 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 If the object of the use is for the personal profit of the hirer or any other person, the hirer must declare this when applying to use the premises. (School policies may contain additional information on use for business purposes.
- 1.1.3 School premises are usually not used during the last few days of the school holidays except for approved educational purposes (e.g. adult education classes) and as required by statute.
- 1.1.4 Hiring's of educational premises normally include toilet facilities, but do NOT include parking facilities unless specifically agreed at the time of booking.



## **1.2 Prevention of damage**

To avoid damage to property as a result of hiring, governors may stipulate that no types of footwear (e.g. outdoor footwear in gymnasias) likely to cause damage to floors are worn, and may require other similar preventive measures to be taken. Facilities are not to be used for activities other than those for which they are intended.

## **1.3 Withdrawal of facilities**

The object of the provisions of this scheme is to ensure the full use of the educational premises consistent with their use for normal day-to-day purposes, but it must be emphasised, particularly where premises are hired 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.

## **1.4 Hire of sports halls and gymnasias/large halls**

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

- 1.4.1 appropriate footwear shall be worn
- 1.4.2 hirers are to provide their own personal playing equipment (e.g. rackets, balls)
- 1.4.3 any sports hall equipment shall be stored tidily after use
- 1.4.4 where sports halls or gymnasias are hired for activities in which there is physical risk, the hirer is responsible for appropriate supervision. The Trust 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 Trust's right to issue directions on the use of educational premises, charges for use will be at the discretion of governors/management committees, except in the case of a hiring covered by statute (see section 4.5).

Governors/management committees may choose to offer free use or may set a charge which does not fully cover costs. However in the case of schools this would need to be on the understanding that the hiring is not subsidised from the school budget. Subsidies may be provided from income from other hiring's or sources, or may be met by grants from Local Authorities or others.

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. In the case of schools, 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 educational premises must be made on the official application form and in accordance with the procedures laid down by the education establishment and Resources Group.

#### **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/management committee or by a person empowered to act on their behalf. The governors/management committee 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 head of the establishment, in writing, of any occasion when the accommodation is not required, giving the appropriate period of notice. Some or all of the hiring fee may be forfeited.

#### **3.3 Hiring's are non-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 head of the establishment concerned or their representative including where necessary, arrangements for the erection and/or dismantling of staging. Wherever necessary, the caretaker 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 educational premises**

**4.1 The following conditions for the use of educational premises 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 governors, in consultation, if appropriate, with the relevant Head of Service: laboratories, home studies areas, and craft, design and technology areas.
- 4.1.2 Medical, dental inspection 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 can be used if available.
- 4.1.3 Alcohol shall not be sold or consumed on the premises of any educational establishments except at civic functions and other special functions for which the governors/management committee, in consultation if required with the Resources Group Head of Service, have granted approval. The hirer is responsible for obtaining licences to meet the requirements of the Licensing Act 2003.
- 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 in any area of the premises hired or in any areas of the grounds. Hirers must obtain approval and agree the area where smoking may be allowed prior to the hire and if allowed will supply a suitable receptacle in the smoking area and be responsible for removal of such and all/any cigarette debris at the end of the use.
- 4.1.6 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 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 10pm unless governors have specifically authorised a later time, in which case an additional charge may be made.
- 4.1.8 The hirer will indemnify the Council 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 Council'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. Where the hirer does not maintain a Public Liability Insurance Policy and has opted to be covered by the Council's Public Liability Hirer's Insurance Policy, the hiring charge will also include an element of insurance premium to provide Public Liability insurance cover on the hirer's behalf.
- 4.1.9 The hirer will supply details of the certificates confirming DBS checks of all services involving children or vulnerable people. This requirement will not apply if the hire is for family occasions only. If a hirer is not able to comply with the requirement in respect of CRB checks, governors may nevertheless consider permitting the hire to proceed if other criteria (at the governors' discretion) are fulfilled. Hirers will need to talk directly with the school in these circumstances. In all instances the decision to allow the hire of premises rests with the governing body of the school or management committee of educational establishment concerned.
- 4.1.10 If educational 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, Form A). The hirer will produce a copy of such permission or licence upon request by the Council;
- 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, alcohol or entertainment has been obtained or applied for;
- 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 any vehicles, on the premises, shall be permitted with prior agreement at the time of booking
- 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. They are 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.

#### 4.1.11 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. A school/centre must not be left without any supervision.

#### 4.1.12 Car parking

Hirers bring their own vehicles on to educational premises entirely at their own risk and permission MUST be obtained prior to the event from the head of establishment who may take advice from the appropriate Head of Service within Community Academies Trust. The hirer will be liable for the cost of making good any damage. (N.B. The insurance cover at paragraph 4.1.8 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 head of establishment.
- 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 head of establishment not less than four weeks before the scheme begins.
- 4.2.4 The head of establishment 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 head of establishment, 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 sports footwear, 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 of the school governors

### **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 catering staff must be in attendance and the hirer will be required to make a separate booking with the catering company.

### **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.)

#### **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).)

#### **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.)

#### 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.

### 4.5 Interpretation

"Educational premises" include schools, colleges, teachers' centres and youth centres.

"Governors" will normally be applicable to all schools and colleges; applications to use other educational establishments are to be referred to the head of service or centre, and the management committees in the case of youth and community centres.

"Trust" means Community Academies Trust and shall include any body or persons exercising duly delegated powers.

"Head of Service" means any officer responsible for strategic management within the relevant area or an officer nominated by them for the purpose of this policy and these conditions.

**NB:** This document relates to hiring's of educational premises only: governors and management committees do not have powers to enter into leases, licences or tenancy agreements – whether verbally or in writing.

**NB:** These procedures and conditions supersede all previous instructions relating to the hiring of educational premises and grounds.



## Stratford-upon-Avon Primary School

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