



ST IVO SCHOOL

Hire Policy for Letting St Ivo School Premises

Approved: January 2016, Governors Premises Committee

Next review due: January 2018

Letting out the school to the general public is an initiative of the Governing Board of St Ivo School (company number 07732319) whose registered office is at St Ivo School, High Leys, St Ives, Cambs PE27 6RR.

The primary purpose of St Ivo School Premises is to provide accommodation for educational, welfare and leisure activities for our students, their families and the local community of St Ives. The requirements of these groups are paramount. However, we acknowledge the need to generate income for the benefit of the school and we are keen to encourage the use of the School Premises by groups from elsewhere and, for community and leisure purposes, by local businesses.

This policy is an attempt to balance the competing needs of all these groups and to make the conditions of letting clear to all potential users.

HIRE OF ST IVO SCHOOL Premises

Hire Agreement – short term hire only

1 CLASSIFICATION OF CHARGES

1.1 The rates will vary for different types of groups and for different times.

1.2 There are 2 rates of hire.

- Individuals and groups affiliated to St Ivo School, educational activities and local community groups. (A)
- Commercial organisations (B)

1.3 The classification of any particular hirer is at the discretion of the Governing Board, after consultation with the school's Director of Finance and Resources and the Premises Manager. In the case of any dispute about classification then the hirer should appeal to the Chair of the Governors Premises committee whose decision will be final.

2. CONDITIONS OF HIRE

- 2.1 Applications for the hire of any of the listed hireable rooms in the building or outside areas must be on the enclosed form, Appendix 1 or Appendix 2, as appropriate.
- 2.2 The person by whom the application is signed shall be considered to be the hirer unless the application is signed on behalf of an organisation, in which case that organisation shall be the hirer and shall be jointly and severally liable under these conditions with the person who signs the form.
- 2.3 The scale of charges and hours of hiring are set out on the enclosed sheet. Appendix 3.
- 2.4 A deposit of 20% of the total charges is due with the application and the balance must be paid 10 days before the hire date.
- 2.5 Applications may not be made earlier than 53 weeks before the date of hiring and are taken in the order in which they are received.
- 2.6 In the event of a revision of charges after the date of application and before a hiring is confirmed by the School the hirer shall pay the revised charges.
- 2.7 The School has the absolute right to refuse any application for hire, particularly those which may in the opinion of the Governors cause public disorder or nuisance, offend decency or perpetuate racism, sexism and the like.
- 2.8 The School shall not be liable for any direct or indirect loss or damage sustained by the hirer due to any breakdown of equipment, failure of the supply of electricity, leakage of water, fire or Act of God which may cause the Premises to be temporarily closed or any other event or circumstance outside the School's reasonable control.

3. CANCELLATIONS

- 3.1 The hirer may cancel a booking upon giving fourteen days' notice.
- 3.2 If the building or the room hired is not re-let on the date or dates in question the deposit will be forfeited.
- 3.3 If a hiring is cancelled within fourteen days of the date of hiring, the hirer will pay the balance of the charges that are due.
- 3.4 The School reserves the right by notice to the hirer to terminate the hiring at any time for reasons outside its control and to return to the hirer any monies paid by way of deposit but the School shall not be under any liability to the hirer for any loss or damage they may sustain out of such a termination.

4. FACILITIES AVAILABLE

4.1 Rooms for hire

Classroom
Meeting room (leys)
Meeting Room (KEEP)
Dance Studio/Performance area
Large Hall
Gym
Lodge
Computer suite
Field
Tennis Court
Dining Hall

4.2 Outdoor facilities for hire

Multi Use Games Area
Playing field
Car Park

- 4.3 Changing rooms are available free of charge when using the halls or outdoor sports facilities.
- 4.4 Cooking and Kitchen facilities are not available and are not provided. Hirers will be required to provide their own refreshments.

5. LICENCES/LEGALITIES

- 5.1 No excisable liquor shall be sold unless the relevant licence or permission under the Licensing Act 2003 or any subsequent legislation has been obtained by the hirer or on his behalf and the hirer shall ensure that any conditions attached to such licence or permission are complied with.
- 5.2 Licensed events will require a Temporary Events Notice (TEN). Applications for a TEN must be made to Huntingdonshire District Council, the cost to be met by the hirer.
- 5.4 The hirer shall not use the premises or any part thereof for a performance for which copyright subsists without the consent of the owner of the said copyright or in any manner infringe any subsisting copyright.
- 5.5 The School premises may not be used for betting or gaming.

5.6 The hirer shall be expected to comply with the licensing requirements of the Performing Rights Society.

5.7 The premises are subject to the normal Sunday Trading laws for the time being in force and only restricted items may be sold on a Sunday. Details of these may be obtained from Huntingdonshire District Council.

6. HIRER'S RESPONSIBILITIES

6.1 No nail or fastening of any kind shall be driven or put into or on to any wall, partition, pillar or other fittings or furniture.

6.2 No animals, other than assistance dogs, shall be brought into the School premises except with the prior permission of the Premises Manager.

6.3 Electrical equipment must not be brought into the premises unless
a) the arrangement has been approved in advance with the hirer and
b) the equipment has been checked and has a current certificate to confirm that it complies with the Electricity at Work Regulations for the time being in force.

6.4 The hirer is responsible for inspecting and certifying the safety of non-electrical equipment brought on to the premises by them or their invitees or their agents.

6.5 The hirer shall repay to the School on demand the cost of reinstating or replacing or repairing any part or parts of the premises, including any of the furniture and fittings therein contained, which shall be damaged, destroyed, stolen or removed as a result of the negligence or deliberate act of the hirer or the hirer's guests or invitees, employees or agents during the period of hire.

6.6 The hire agreement is personal to the hirer, and the hirer shall not assign the benefit of the hiring.

6.7 The hirer shall indemnify the School, its Governors and its employees against all claims, demands, actions or proceedings in respect of any loss of or damage or injury to any person or property which shall occur while such person or property is in or upon part of the premises or arise from any accident or occurrence which happens while such person is in or upon any part of the premises or in respect of any loss or damage suffered or sustained by any person by reason of use of the premises by the hirer.

- 6.8 The cloakrooms will be in the care and custody of the hirer, who must provide their own attendants and be responsible for any loss that may occur.
- 6.9 The hirer shall arrange insurance to cover the terms of indemnity set out in clauses 6.5 and 6.7 above and produce for inspection written confirmation from the insurance company or broker concerned.
- 6.10 [If no suitable insurance has been arranged by the hirer, the hirer may, on payment of an additional 15% of the facilities hire fee, effect this insurance through a policy arranged by the Governors. Please indicate clearly on the hire application form if this option is to be taken up. This policy carries an excess of £100 for each and every claim for damage to the premises or contents caused other than by fire or explosion. **This cover is not available for commercial hirers or profit-making organisations.**
- 6.11 All areas used are to be left in a clean and tidy condition at the end of the function. All rubbish must be removed from the premises and disposed of by the hirer. Cleaning equipment such as brooms, vacuum cleaners and mops will be provided but the hirer will be required to supply their own rubbish bags and detergents.
- 6.12 The wearing of footwear of any kind that is liable to cause damage to the flooring in any part of the School is prohibited.
- 6.13 When the premises are hired for the purposes of auction sales, horticultural shows, arts and crafts activities or other events of a like nature the hirer must protect the floor with a suitable covering.
- 6.14 If the hirer runs a club or group that involves children or vulnerable adults, the hirer and its staff / helpers must have had the necessary checks carried out by the Disclosure and Barring Service (DBS).
- 6.15 All functions held in the School must end by 11.00pm and the premises vacated by 11.30pm on the day of hiring. The hirer must ensure that its guests and other invitees and its employees do not cause any nuisance or disturbance to neighbouring residents when using or leaving the School premises.

7. EMERGENCY CONTACT DETAILS

- 7.1 In the event of an emergency during the period of hire, the hirer should contact the person specified at the time of booking.
- 7.2 Hirers should have access to a mobile phone in case of an emergency.

8. HEALTH AND SAFETY

- 8.1 No smoking is permitted within the School premises or in the grounds.
- 8.2 Users of premises are reminded of their responsibilities under the Health and Safety at Work Act 1974.
- 8.3 No persons shall intentionally interfere with or misuse anything provided in the interests of health, safety or welfare in line with the relevant statutory provisions.
- 8.4 Hirers will be responsible for their own individual groups with regard to first aid. Hirers must make sure there is a register taken of all people attending the class or event.

9. FIRE INSTRUCTIONS

- 9.1 The Premises Manager will instruct the hirer where the fire exit doors and fire equipment are located before the activity starts and where to assemble should the fire alarm sound. The hirer then has the responsibility for making members of his/her group aware of the instructions.

10. VEHICLE PARKING AND RESTRICTIONS

- 10.1 Parking of vehicles is restricted to the designated parking area(s) as stipulated from time to time by the School.
- 10.2 The speed limit within the School grounds is 5mph.
- 10.3 The School reserves the right to restrict vehicle movements or parking on grassed areas if weather conditions are likely to cause damage to the surface.
- 10.4 Bicycles must be stored in the designated storage areas and not left against the perimeter railings.
- 10.5 All vehicles and cycles are parked at the owner's risk.

11. GENERAL

- 11.1 The hire confers on the hirer only a licence to use the School premises for the duration and permitted purpose of the hire. The School reserves for its Governors, employees and agents a right of entry to every part of the premises at all times during the period of the hire.
- 11.2 The School may, by prior arrangement, allow a hirer reasonable time to clear up and remove property either at the end of the hiring or on the

following morning but in any event the premises must be clear of all property by 8.00am on the date after a hiring. The School will not be responsible for the safe custody of property remaining on the premises and will have no liability for the loss of or damage to such property, however caused.

- 11.3 The hirer must not do in or near the premises any act or thing which may cause St Ivo School, or its Governors to incur or become liable to pay any penalty damages, compensation, costs, charges or expenses.
- 11.4 The hirer must comply in all respects with the provisions of any statutes and other obligations imposed by law applicable to the hirer's use of the premises.

12. SCALE OF FEES AND CHARGES

- 12.1 These are shown in Appendix 3.
- 12.2 Revisions of charges will be made with from 1st September each year.

13. OTHER RELEVANT POLICIES OF THE GOVERNING BODY

- 13.1 The Health and Safety Policy

14. MONITORING AND EVALUATION

- 14.1 The Premises and Finance Committees of the Governing Board will receive reports from the Director of Finance and Premises Manager on a termly basis of the schedule of use of the School premises, the numbers of groups involved and the net profit from such activities.
- 14.2 Issues that require intervention by the Director of Finance, Premises manager or the Chair of the committees will be noted, together with details of the action taken and the outcome.
- 14.3 The Finance Committee and the Premises Committee will consider whether the use of the School's premises is achieving the purposes set out at the start of this policy.
- 15.4 The policy will be reviewed annually.

**APPENDIX 1 - HIRE OF ST IVO PREMISES
BOOKING APPLICATION FORM**

Single Booking

| | | |
|--|--|---|
| Name of Hirer: | | Tel No: |
| Organisation: | | Date of Proposed Hire: |
| Rooms required: (please list) | | Outdoor area required: (please List) |
| | | |
| Hours of Hire (including setting up and clearing away) | From: | To: |
| | From: | To: |
| If any of the following are required, please indicate: | Tables (how many): Chairs (how many): | Room set up needed (Yes/No) If yes attach layout () |
| Nature of function: | | |
| Approximate number attending: <i>(NB: See conditions of hire for limits on numbers):</i> | | |
| Name and Address to whom invoice should be sent: | | |
| Access for deliveries: Date/Times | To: | From: |
| <p>Insurance <i>(Please read notes 6.5 and 6.7 of the conditions of hire):</i></p> <p>I have already arranged insurance cover with the school users association. YES/NO</p> <p>I have arranged my own insurance cover, the policy number of which is as follows:</p> <p>..... with<i>(name of company)</i></p> <p><i>(A copy of the certificate of insurance must be provided to the Premises Manager).</i></p> <p>I wish the school to arrange insurance cover and add 15% to the total account. YES/NO</p> | | |
| <p>I certify that I am not less than 18 years of age, and I have read the agree to be bound by the conditions of hire relating to the letting of the school for the time being in force, that I accept responsibility for observance of the regulations, and agree to pay on demand the letting charge.</p> <p>I hereby indemnify the Governing Body against all claims in respect of injury, loss or damage (including damage to the school premises) arising from this letting. In requiring this undertaking the Governing Body do not seek to absolve themselves or any employees from the liability as owner/occupiers of the premises.</p> | | |
| <p>A deposit of 20% of the total cost of hire is required with this application, and the balance paid and cleared with the school 10 days before the day of the hire</p> | | |

Signed: **Date:**.....

**APPENDIX 2 - HIRE OF ST IVO PREMISES
BOOKING APPLICATION FORM**

Block Booking

| | | |
|--|--|--|
| Name of Hirer: | | Tel No: |
| Organisation: | | Date of Proposed Hire: |
| Rooms required: (please list) | | Outdoor area required: (please List) |
| | | |
| Hours of Hire (including setting up and clearing away) | From: | To: |
| | From: | To: |
| If any of the following are required, please indicate: | Tables (how many): Chairs (how many): | Room set up needed (Yes/No) If yes attach layout () |
| Nature of function: | | |
| Approximate number attending: (NB: See conditions of hire for limits on numbers): | | |
| Name and Address to whom invoice should be sent: | | |
| Access for deliveries: Date/Times | To: | From: |
| <p>Insurance (Please read notes 6.5 and 6.7 of the conditions of hire):</p> <p>I have already arranged insurance cover with the school users association. YES/NO</p> <p>I have arranged my own insurance cover, the policy number of which is as follows:</p> <p>..... with(name of company)</p> <p>(A copy of the certificate of insurance must be provided to the Premises Manager).</p> <p>I wish the school to arrange insurance cover and add 15% to the total account. YES/NO</p> <p>I certify that I am not less than 18 years of age, and I have read the agree to be bound by the conditions of hire relating to the letting of the school for the time being in force, that I accept responsibility for observance of the regulations, and agree to pay on demand the letting charge.</p> <p>I hereby indemnify the Governing Body against all claims in respect of injury, loss or damage (including damage to the school premises) arising from this letting. In requiring this undertaking the Governing Body do not seek to absolve themselves or any employees from the liability as owner/occupiers of the premises.</p> <p>A deposit of 20% of the total cost of hire is required with this application, and the balance paid and cleared with the school 10 days before the day of the hire</p> | | |

Signed: **Date:**.....

Appendix 3 SCALE OF CHARGES April 2015

| Room Hire | Commercial (£/hour) | Community (£/hour) |
|--|---------------------|--------------------|
| Classroom | £20 | £15 |
| Meeting room (for 15 people, Leys) | £20 | £15 |
| Meeting room (for 25 people, Keep) | £30 | £25 |
| Dance studio (performance area) | £25 | £19 |
| Large Hall (seats 300 concert style) | £40 | £26 |
| Gym | £40 | £26 |
| Lodge | £20 | £14 |
| Computer Suite | £50 | £40 |
| Field/Car park | £30 | £25 |
| Tennis court (6 available) | £25 | £20 |
| Dining Hall Conference Area (available weekends only and some evenings) | | |
| 150 cafe style | £150 per half day | £150 per half day |
| 200 concert style | £350 per full day | £225 per full day |
| Site Officer's time | | |
| Saturday | £38 | £28 |
| Sunday | £44 | £34 |
| Standby time – on call up to 4 hours | £24 | £24 |
| Standby time – on call between 4 and 8 hours | £45 | £45 |

School normal opening times (term time only)

Monday to Wednesday 8.00am to 9.30pm
 Thursday to Friday 8.00am to 6.30pm

Other times available by prior arrangement with the Premises Manager on 01480 375434

| | |
|-----------------------|--|
| One off bookings | Payment to be received in advance |
| Regular bookings | Bookings for ten weeks or more will be invoiced at regular Intervals throughout the term |
| Insurance if required | 15% |
| Insurance excess | £100 if claim is required |