



Bradshaw Hall Primary School

Bradshaw Hall Primary School

Vernon Close,
Cheadle Hulme,
SK8 6AN

Date Reviewed:	Autumn 2021
Date Ratified & Adopted by the Governing Board:	Autumn 2021
Signed - Head Teacher	
Signed - Chair of Governing Board	
Next Review:	Autumn 2025
Comments:	

CONDITIONS OF HIRE POLICY



Bradshaw Hall Primary School

Conditions of Hire of School Premises

1. Definitions
- 1.1 'Governors' means the Governing Board of the School or its authorised representative.
- 1.2 'School premises' means the School's premises named in the application to hire form.
- 1.3 'hired area' means that part of the School premises to be used by the hirer described in the application to hire form.
- 1.4 'the hirer' means the person who has signed the application to hire form.
- 2 All applications for the hire of School premises must be made in writing on the prescribed form. Where a promoting organisation is named in the application for hire, that organisation and its members, shall be jointly and severally liable with the hirer. **IT SHALL BE THE RESPONSIBILITY OF THE HIRER TO ENSURE THAT THE CONDITIONS HEREUNDER ARE ADHERED TO BY ALL PERSONS MAKING USE OF THE PREMISES UNDER THE TERMS OF THE HIRE.**
- 3 The Governing Board reserves the right to refuse any application to hire premises without stating reasons for doing so.
- 4 Fees for hiring the school premises shall be in accordance with the scale of charges determined by the Governing Board, subject to revision from time to time by the Governing Board as it sees fit. Further charges may be levied if additional personnel costs are incurred by the hiring of the premises.
- 5 The hire fee shall be paid in full upon signing the application form except where prior to signing alternative arrangements are made for the payment of fees.
- 6 Where the hired area is only part of the School premises, access is strictly restricted to those rooms forming the hired area. The hirer shall be liable to pay such additional fees as the Governors may prescribe if a different area is used.
- 7 Access to and use of hired premises shall be strictly restricted to the hired area and to the hours stated in the Hire Agreement, (i.e. the hirer should not have access prior to or after the stated time) and the hirer shall be liable to pay such additional fees as the Governors may prescribe if the hired premises are used by the hirer outside the agreed times.
- 8 There shall be no variation to these conditions of hire without the prior agreement of the Governing Board.
- 9 At the end of the hire period and before leaving the premises, the hirer shall confirm the length of hire and area hired.
- 10 No copyright work shall be performed without the licence of the owner of the copyright and the payment of any appropriate fee.
- 11 The hirer shall indemnify the Governing Board against any infringement of copyright which may occur during the hiring.
- 12 The hirer shall not use the hired premises for any purpose for which a licence is necessary unless such licence is in force in respect of the premises.
- 13 The hirer shall strictly observe the conditions of any licence granted in respect of the hired premises and the hirer shall be deemed to have notice of any conditions attached thereto.
- 14 The hired premises shall not be used for the sale or display of goods or services, or for any public entertainment, without the prior written approval of the Governing Board.
- 15 Sporting activities will not take place inside the hired premises without the written approval of the Governors. In the event of the hirer breaching his condition the hire agreement shall be cancelled and the fees paid shall be forfeited.
- 16 No smoking will take place inside the hired premises except in those premises where there are areas where smoking is specifically permitted by the Governors.
- 17 No film or video shall be shown on the hired premises unless at least seven days' notice in writing, stating the title and subject matter of the film, has been given to the Headteacher, who acting on behalf of the Governors may require the hirer to give a preview of the film to such persons as directed.

- 18 The hirer is responsible for the health and safety of all persons using the hired premises. The hirer must therefore ensure, prior to the hiring, that the hired area and all access and egress thereto is suitable for the proposed use by the hirer and is safe for persons using the premises. The hirer must, prior to the hiring, be fully aware of the fire precaution procedures in existence for the hired areas, including identifying fire doors and emergency means of escape from the premises.
- 19 No bolts, nails, tacks, pins or other like objects shall be driven into any part of the hired premises nor shall any placards or other articles be affixed thereto.
- 20 The hirer shall be liable for all damage however and by whomever caused to the premises arising out of hiring and shall indemnify the Governors against all loss, damage and expense, whether direct or indirect, arising therefrom unless due solely and directly to the negligence of the Governing Board.
- 21 The hirer shall be liable for and shall indemnify the Governors against any expenses, liability, loss, claim or proceedings whatsoever arising under statute or of common law in respect of personal injury to or death of any other person whomsoever or damage to any property real or personal arising directly or indirectly from the hire of the premises unless due solely to the negligence of the Governing Board.
- 22 The Governors accept no liability for damage or loss of the possessions of the hirer or any person resorting to the hired premises howsoever arising.
- 23 The hirer shall not allow any animal to enter or remain in the hired premises without the written approval of the Headteacher.
- 24 The hirer, during the period of the hire, shall take all reasonable steps to ensure that no noise nuisance is created.
- 25 The hirer shall ensure that any vehicles connected with the hire, in any capacity, which are parked on the School site shall be arranged so as to ensure entry for emergency vehicles at all times.
- 26 The Governors may suspend or cancel any hiring of premises without stating the reason for so doing. If a hiring is cancelled any hire fee previously paid for the cancelled hiring shall be reimbursed to the hirer. Such reimbursement shall be the only liability that the Governors shall incur as a result of any cancellation or suspension.
- 27 There shall be no variations in the conditions of a regular Hire Agreement without approval of the Headteacher. Failure to comply with these conditions may incur additional charges.
- 28 The Headteacher on behalf of the Governors reserves the right of entry to the hired premises to any authorised officer of the Council discharging his official duties.
- 29 The hirer shall at the expiration of the hiring leave the premises in a clean and orderly state.
- 30 The 'hirer' shall make every attempt to ensure no damage is sustained to any flooring through the wearing of footwear likely to cause damage to floor surfaces.
- 31 The hire of premises does not include the use of any School equipment within the premises. No such equipment shall be hired out without the written approval of the Headteacher who may specify conditions and charge such fees in respect of such use as she/he sees fit.
- 32 When the kitchen at School is used, a member of the School Meals Service must be on duty in a supervisory role, and charge relating to the actual cost involved may be levied by the Client Manager, Education Division. The use of School crockery and cutlery is not permitted. The use of a kitchen means the use of ovens for warming purposes and the jobs for hearing purposes and sinks is allowed. The use of any other School equipment, including cutlery and crockery, is not permitted. No catering equipment other than cutlery, crockery and cooking utensils on hobs and in ovens may be brought in and used in the School Kitchen.
- 33 Any notice, demand or request by the Governors to the hirer shall be sent by ordinary prepaid post, addressed to the hirer at the address given on the application form and shall be deemed to have been received when the letter containing the same would be delivered in the ordinary course of the post.
- 34 The hirer shall not sub-let or assign the hired premises or any part thereof. Should he do or attempt to so do the Hire Agreement shall be cancelled and all fees paid forfeited.
- 35 This agreement may be determined at any time by either party giving to the other notice which is in all circumstances of a reasonable length of time. There is no need for either party to give reasons for terminating the agreement and in the event of terminating the agreement all fees paid shall be forfeited.



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Conditions of Hire of School Premises

I have read the above conditions and accept that they control the hire by me of the premises described in my application form.

On behalf of: Organisation
(BLOCK LETTERS)

Signed..... Date.....

Address:

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Contact Telephone Number:



Bradshaw Hall Primary School

APPLICATION FOR THE HIRE OF EDUCATIONAL PREMISES

This form should be completed and forwarded to the Headteacher at the School (not later than 21 days before the accommodation is required), together with one signed copy of the attached Conditions of Hire, otherwise your application cannot be accepted. The additional copy is for your retention.

ALL APPLICANTS MUST COMPLETE EITHER SECTION **A OR B AND C**

PREMISES AT WHICH ACCOMMODATION IS REQUIRED:				
A.	OCCASIONAL USE			
DAY(S)	Date(s)	Total time:	From	To
Preparation/changing time must be included in total time above.				
B.	REGULAR USE			

Day(s) required each week.	AUTUMN TERM (Please state dates required)	SPRING TERM (Please state dates required)	SUMMER TERM (Please state dates required)
		FROM	FROM
	TO	TO	TO
Total times required.	FROM	FROM	FROM
	TO	TO	TO

Preparation / changing time must be included in the total time above

C.	ACCOMMODATION REQUIRED (Signify by a tick in the block(s))				
Classroom(s) (State number of rooms required)	Hall	Kitchen	Classroom	Changing Area	Field
PURPOSE FOR WHICH ACCOMMODATION IS REQUIRED:					
Approximate number of people:					
Title of Organisation:					
Name and address of person to whom the invoice is to be sent.					
Name:		Position in Organisation:			
Address:					
Telephone - home:			Telephone - business:		
Signature of applicant:			Date:		
Please print name:					
Address:					
Telephone – home:			Business:		
Position in Organisation:					