

Lettings

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1. Aims

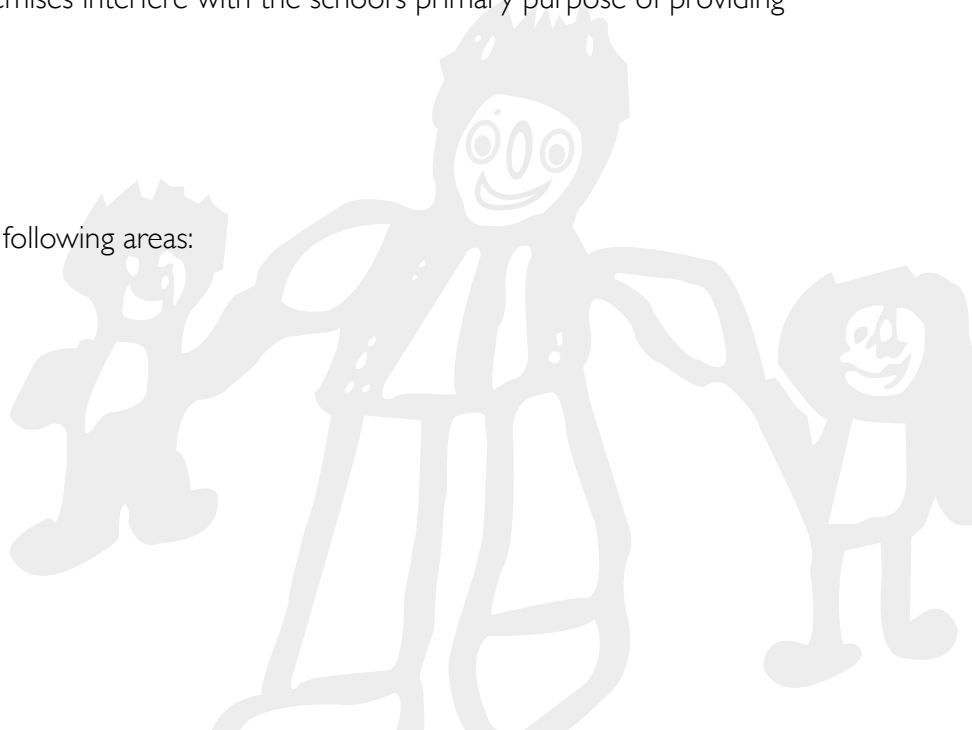
We aim to

- Make sure that 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 and raise additional funds for the school. Exceptions to this would be at the discretion of the Headteacher
- Not let any hiring out of the premises interfere with the school's primary purpose of providing education to its pupils

2 Available areas

The school will permit the hire of the following areas:

- School hall
- Hydrotherapy Pool
- Astroturf area
- Meeting rooms



| Area | Capacity | Cost |
|----------------------------|---|-----------------|
| School Hall | 30 (Appropriate ratios of adults to children are the responsibility of the hirer) | £20 per hour |
| Hydrotherapy Swimming Pool | The maximum bather load for a private hire must be predetermined with the Pool Manager. This number must not be exceeded. Bather Loads can be reduced at any time at the discretion of the lifeguard on duty. A risk assessment will be completed by the Pool Manager prior to the agreed booking. | £57.00 per hour |
| Astroturf Area | 30 (Appropriate ratios of adults to children are the responsibility of the hirer) | £25 per hour |
| Meeting rooms | Various room sizes and layouts available | £20 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 reserve the right to decide that certain organisations or activities can use the premises for a reduced rate, or free of charge at the school's discretion.

3.2 Cancellations

We reserve the right to cancel any agreed hiring of rooms or outside facilities with a minimum of 30 days notice. Hiring of the hydrotherapy pool may be canceled with immediate effect if pool conditions are unsuitable. 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.

The hirer of the premises can cancel any hire with a minimum of 30 days notice. If less notice than this is given, the hirer shall not be entitled to a refund.

3.3 Review

The revenue raised from hiring out will be reviewed by the Joint Headteacher and will be fed into the school's financial reporting, to ensure best value is being achieved.

4. Application process

Those wishing to hire the premises should contact the school office to arrange an initial visit to view the premises with a member of staff. At this meeting hirers will be provided with a copy of the Lettings Policy. Hirers should read the terms and conditions of hire set out in section 5.

The hirer should fill out and sign the hire request form and submit it to the school office. The hirer will also need to provide proof of their public liability insurance (£10 million cover) and, when children will be using the premises, a completed safeguarding declaration form.

Approval of the request will be determined by the school's Site Manager in conjunction with the senior leadership team.

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. Where keys and a fob are to be issued, or where otherwise necessary, the hirer will be required to meet with the Site Manager prior to the initial hire review the parts of the premises that will be in use. If the hirer is to have access that is not supervised by school staff, a fob/keys may be issued alongside instructions for arming and disarming the school alarm system for the area in use. In these instances, the hirer will be required to sign the unsupervised access agreement proforma that can be found in appendix 4.

We will also provide details of the emergency evacuation procedures and other relevant health and safety documents.

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.

5. Terms and conditions of hire

The following terms and conditions must be adhered to in the hiring of the school premises. Any breach of these terms will result in cancellation of future hires without refund.

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 hirer.
3. The hirer shall occupy the part(s) of the premises agreed upon as a non-exclusive licence 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. 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 and must take out its own public liability insurance with a reputable insurer approved by the school and, where requested by the school, shall provide of copy of the relevant insurance certificate no less than 10 school days before the start date of the licence.
9. 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.
10. 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; and
 - 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

11. 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.
12. Any cancellations by the hirer received with less than 30 days notice will not be refunded.
13. Any cancellations by the school for premises, with the exception of the Hydrotherapy Pool, made with at least 30 days notice will not be refunded.
14. In the event of the Hydrotherapy Pool water being polluted, making it unsafe for swimming, Frank Wise school have the right to cancel a booking at any time with immediate effect due to health and safety reasons.
15. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
16. 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.
17. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without the prior written agreement from the school.
18. 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.
19. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
20. When hiring the school Hydrotherapy Pool, the hirer must follow the Normal and Emergency Operating Procedures, under the guidance of the Lifeguard.
21. For Hydrotherapy Pool hire, the hire fee will include the provision of a Lifeguard who holds a current National Pool Lifeguard Qualification. The Lifeguard will remain on poolside throughout the session and will be responsible for preventing accidents where possible, educating bathers, enforcing rules and controlling any emergency situations.
22. The Pool Manager will ensure that all staff complete regular training sessions and that training records are maintained and kept up-to-date.
23. In the event of an emergency arising the Lifeguard will follow the procedures set out in the Pool's Emergency Action Plan. It is the hirer's responsibility to cooperate with the Lifeguard to ensure that the Emergency Action Plan can be carried out effectively. This may involve having to evacuate the premises to the safe assembly point on the astroturf.
24. It is the hirer's responsibility to ensure that all bathers in their party have the relevant permission form parents / guardians for photography and/or filming to take place. However, the overall decision can be at the discretion of the Lifeguard on duty.
25. Hirers of the Hydrotherapy Pool must be familiar with the pool plan which can be found in appendix 3.
26. The hirer will acquire all appropriate additional licenses for any activities they are running, including those required for use of any third-party intellectual property.
27. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running.

28. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
29. 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.
30. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
31. 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

We are dedicated to ensuring the safeguarding of its pupils at all times.

It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space.

We will request that any hirer working with children completes our safeguarding declaration which can be found in appendix 2.

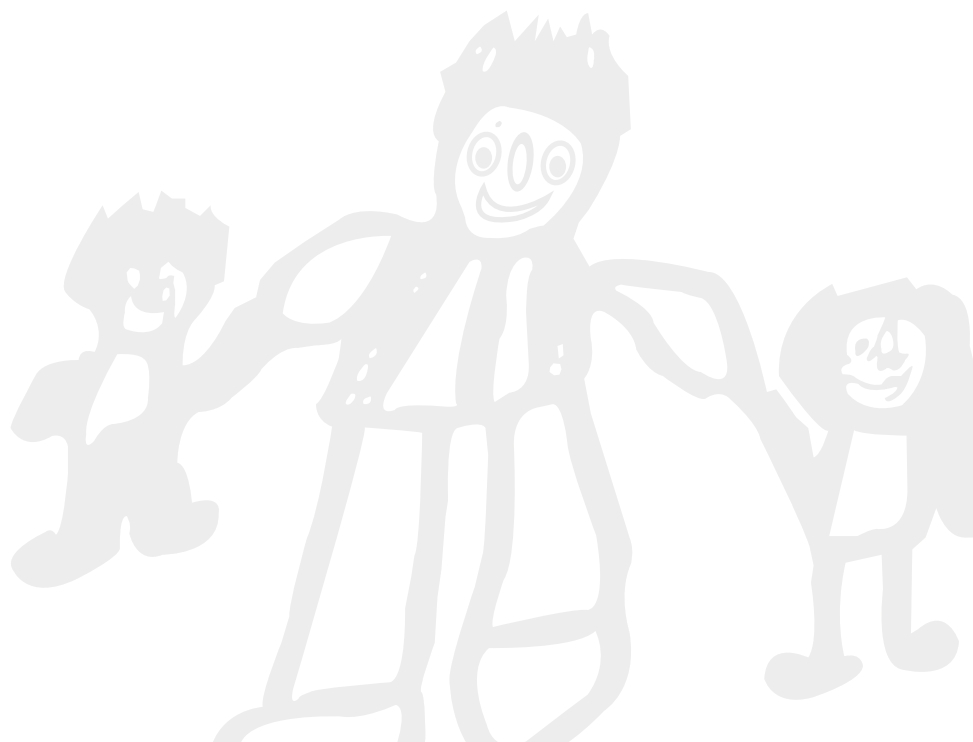
If there is a chance that those hiring the premises will come into contact with pupils, for example if the hire occurs during school hours, or when pupils may be present in the school (during after school clubs or extra-curricular activities), we will ask for confirmation that the hirers have had the appropriate level of DBS check.

Reviewed by: Simon Knight

Date: January 2023

Approved by Governors:

Date: January 2023



Appendix I: Hire request form

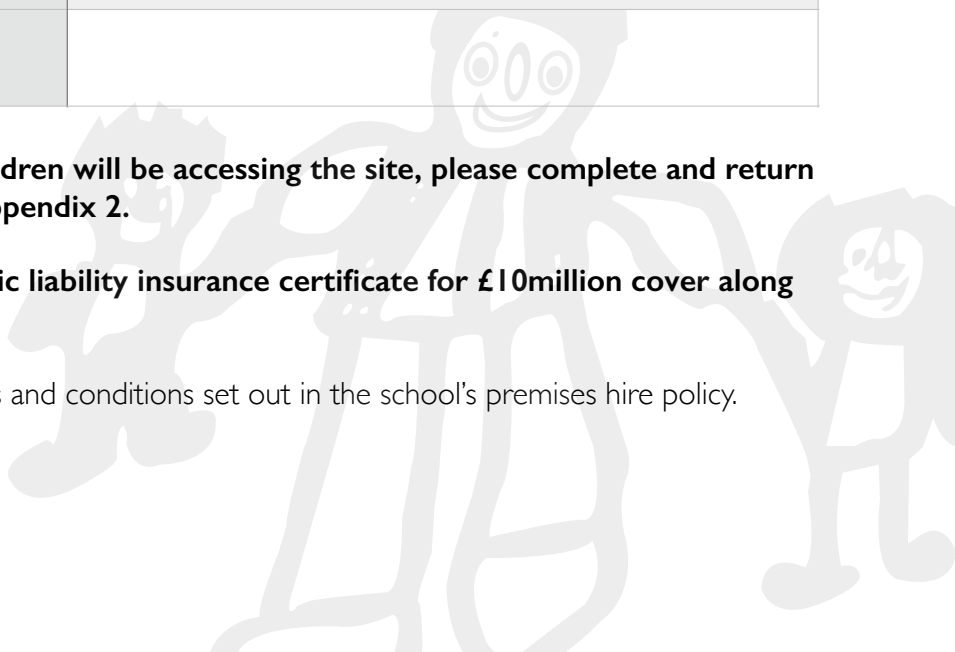
Before filling out a request form, please familiarise yourself with our terms and conditions for the hire of our premises and our rates of hire, which you can find in sections 2 and 5 of this policy. If you have any questions, please contact Chris Aherne, Site Manager: 01295 263520 or email chris.aherne@frankwise.oxon.sch.uk

| | |
|---|--------------------------------------|
| Name of Applicant/organisation and company number (where applicable) | |
| Applicant contact details | Address Phone Number Email |
| Preferred method of contact | |
| Purpose / Activity of organisation | |
| Part of the premises requesting to be hired | |
| Date and time of first hire | |
| Is this a recurring request, or one off? If recurring, indicate the frequency and number of occurrences (e.g. weekly, 10 weeks) | |
| Number of expected participants in the activity. | |
| For Hydrotherapy Pool, type of user (adult / children, ability) hirer or company name. | |
| Additional equipment you will require from the school (please note we may not always be able to provide this but will inform you where this is/is not possible) | |
| Additional equipment you will be providing yourself | |

For hire arrangements where children will be accessing the site, please complete and return the safeguarding declaration in appendix 2.

Please return a copy of your public liability insurance certificate for £10million cover along with this form.

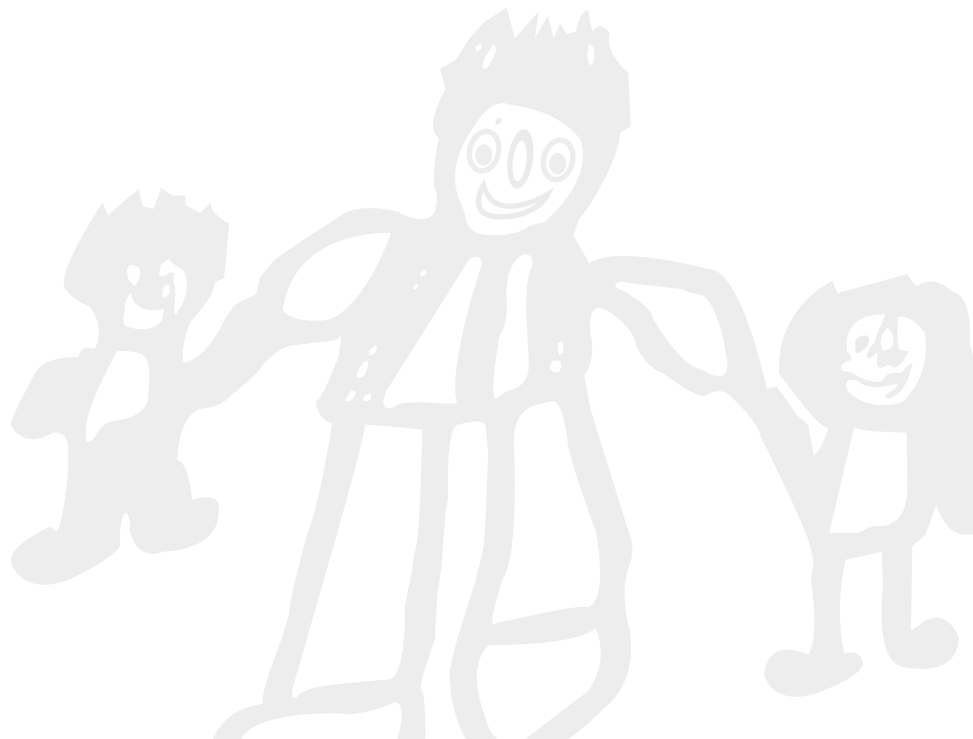
By signing below, I agree to the terms and conditions set out in the school's premises hire policy.



Name _____ Date _____

Signature _____

Please return this form via email to chris.aherne@frankwise.oxon.sch.uk or to the school office at Frank Wise School, Hornbeam Close, Banbury, Oxfordshire. OX16 9RL. We will be in touch to inform you if your application is successful, and if so, details of the full cost and documents that will need to be shared.



Appendix 2: Safeguarding declaration

Frank Wise School is committed to safeguarding and promoting the welfare of children and young adults and expects all staff, volunteers, visitors and any agencies using the school premises to share in this commitment.

To this end, it is our duty to ensure that anyone using the school site for the purpose of working with and or supporting children and young adults follows rigorous Safeguarding procedures.

We would therefore ask that you read the checklist below and sign to confirm that you do have the following things in place and / or carry out these procedures:

- A Designated Safeguarding Lead is in post and has been suitably trained
- An up-to-date and effective Child Protection & Safeguarding Policy
- All employees to read your Child Protection & Safeguarding Policy
- All employees to undertake Safeguarding training
- Clear process on what to do if an employee has a concern about a child or young person
- The taking up of at least two references for new employees
- Proof of identity checks on new employees
- DBS Check (with Barred List) for all employees
- Prohibition Order Checks
- Overseas checks (where appropriate)

Company / Business Name: _____

Owner / Manager of the Business: _____

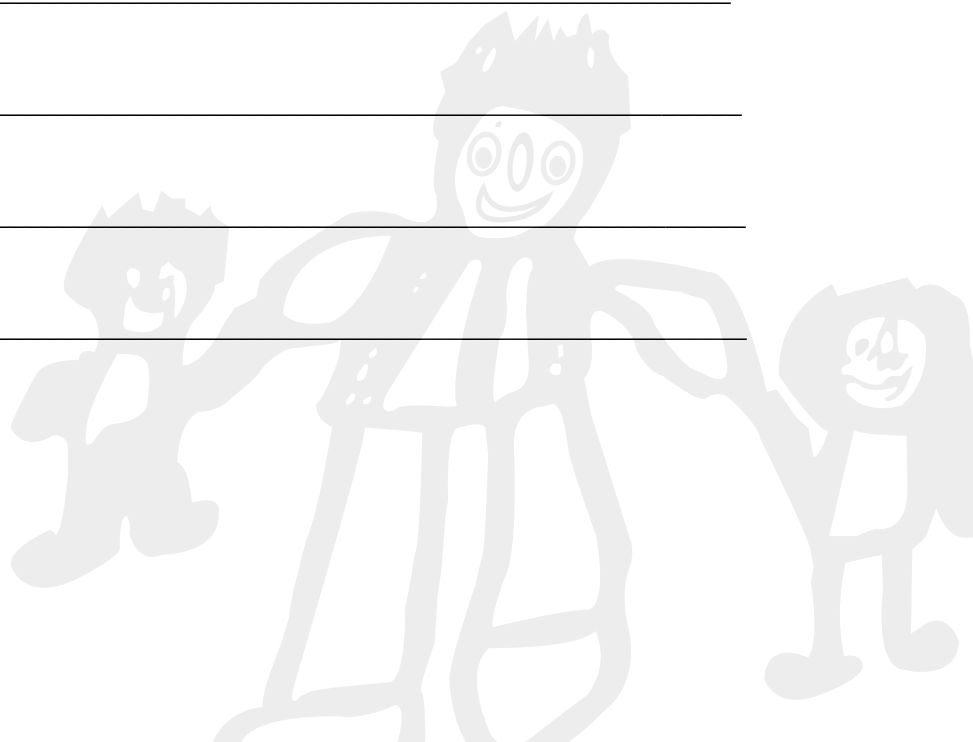
I hereby confirm that I have read the information above and can verify that my company does carry out all of the specified checks:

Name: _____

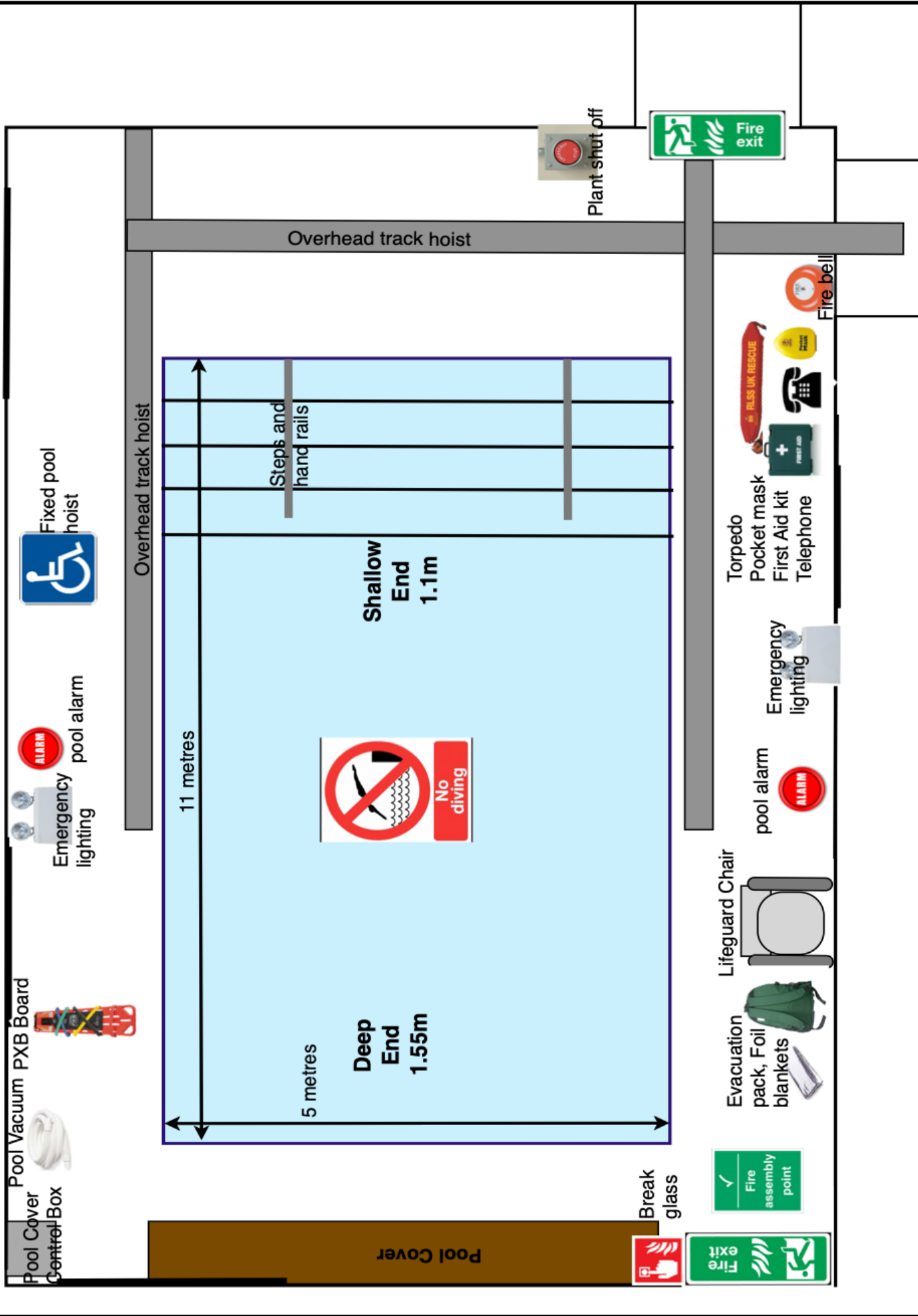
Role: _____

Signature: _____

Date: _____



Hydrotherapy Pool Plan



Appendix 4 – Unsupervised hirer access to the school site

Issue of keys and fobs to those hiring the school premises

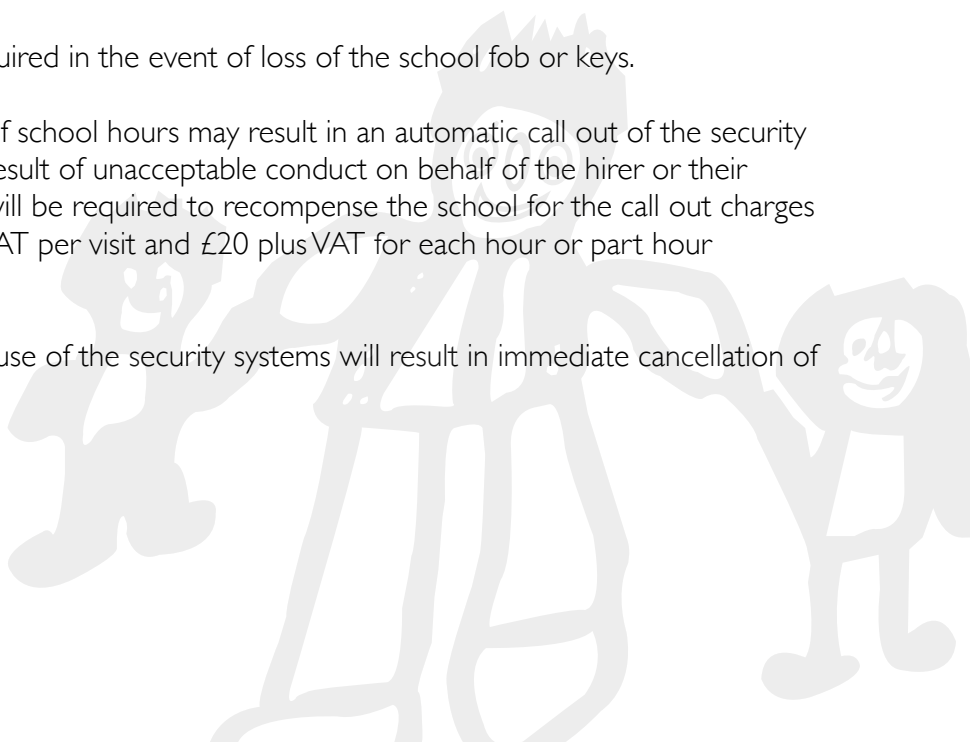
| | |
|--|--|
| Name of applicant/organisation. | |
| Person responsible for the keys / fob. | Name: Address: Phone number: Email address: |
| Frank Wise staff member issuing the keys / fob. | Name: Signature: Date: |
| Responsible person receiving the fob on behalf of the hirer. | Name: Signature: Date: |
| £50 deposit for fob received. | Date: |

Please note:

A penalty charge of £100 will be required in the event of loss of the school fob or keys.

Activating the school alarm outside of school hours may result in an automatic call out of the security system providers. If this occurs as a result of unacceptable conduct on behalf of the hirer or their customers / service users, the hirer will be required to recompense the school for the call out charges incurred. This is currently £30 plus VAT per visit and £20 plus VAT for each hour or part hour thereafter.

Any breach of school security, or misuse of the security systems will result in immediate cancellation of the hire agreement.



Appendix 5 – Fire Safety

Prior to commencing any letting, the responsible person is required to arrange to meet with the school's Site Manager (Chris Aherne), in order to be shown the fire assemble point, be provided with an opportunity to hear the Fire Alarm, read the Fire Action Information sheet.

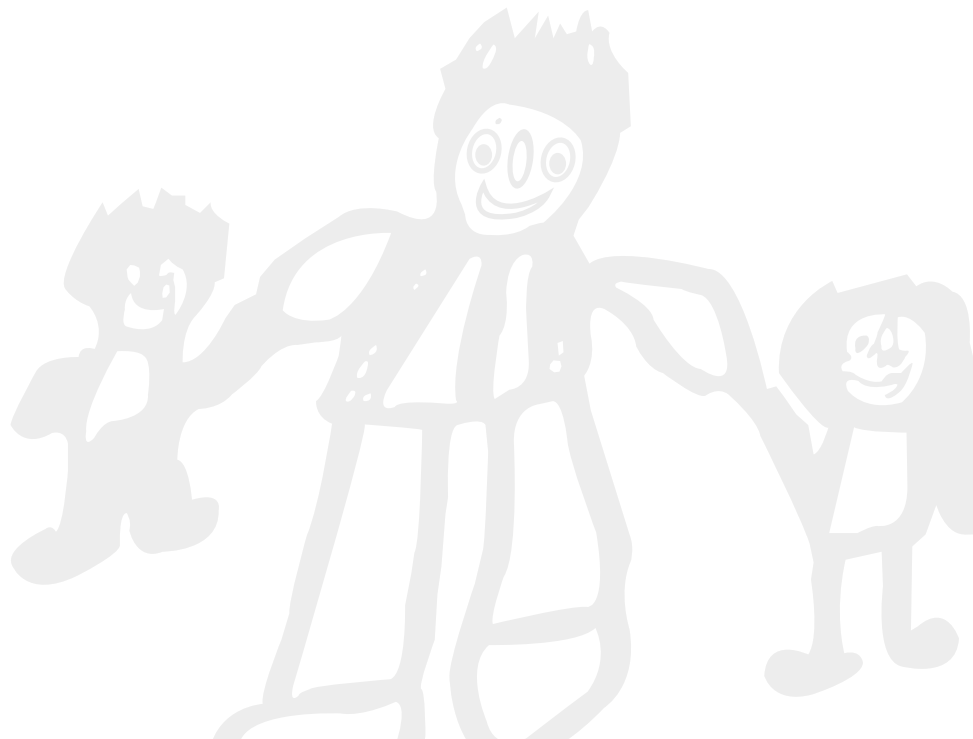
Upon completion of this Fire Safety briefing the responsible person must sign the following statement and ensure that they are confident, through information sharing, rehearsal or a full evacuation drill, that they can safely evacuate the building or spaces being used in the event of a fire.

I the undersigned understand the Fire Safety requirements expected of me for the duration of each letting and will ensure that, through a combination of information sharing, rehearsal or full evacuation drill, I am confident in my ability to safely evacuate the building in the event of a fire.

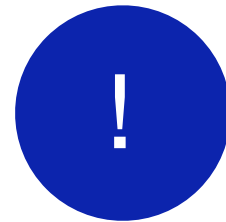
Name:

Signature

Date:



External Hirer's Fire Action Information



1. Operate the nearest Fire Alarm
2. Phone 999
3. Only tackle the fire with the correct fire extinguishers and without taking any risks
4. Evacuate the building and meet on the signed assembly point (Astro Turf Pitch)
5. Conduct a register of participants to ensure all are accounted for
6. Inform Thames Security Management - 08443 328 936

1. Do not collect personal belongings
2. Do not use lifts
3. Do not return to the building unless instructed to do so