



Downham Market Academy

Venue Hire Policy

November 2024

Approved by: [Name] Date: [Date]

Last reviewed on: [Date]

Next review due by: [Date]

1. Areas available for hire

1.1 Available areas

The school will permit the hire of the following areas:

- Sports hall
- Classrooms
- School fields
- MUGA
- Drama Studio

Other areas of the school may be available to hire following discussion. These will be considered on a case-by-case basis.

1.2 Capacity and charging rates

The maximum capacity and rates for hiring each area are as follows:

AREA	CAPACITY	RATE
Sports Halls Hall 1 Hall 2	Seated: 120 people Standing: 200 people	£25/hour Larger events may incur increased costs depending on the event (to be discussed prior to booking being agreed)
Classrooms	30 people	£25/hour
School fields	By agreement with Shaun Rippon (Assistant Headteacher)	£25/hour Larger events may incur increased costs depending on the event (to be discussed prior to booking being agreed)
Multi Use Games Area (MUGA)	60 people	£25/hour
Drama Studio	30 people	£25/hour

All school facilities are normally closed and not available for hire at weekends. Requests for weekend hire will be considered on a case-by-case basis if duty site supervision is available. Such hires are likely to be at a higher rate than shown in the table above.

2. Charging rates and principles

2.1 Rates

The rates for hiring out different areas are listed in the table in the section above. We may decide that certain organisations or activities can use the premises for a reduced rate, or free of charge, if it supports the core aims of the school.

We may decide to impose an additional fee on top of the hiring rates if additional cleaning of the areas hired is required before or after the planned activity, or if additional work is required for the hire, such as the hire and setting out of chairs for a planned performance.

When more than one area is booked at the same time, by the same hirer (such as if three classrooms were to be hired for the same period of time), a reduced rate per area may be available. This will be discussed prior to the booking being agreed.

2.2 Cancellations

We reserve the right to cancel any agreed hiring, when possible, with a minimum of 28 days' notice. Notice for such cancellations will be provided by email. Cancellation within 10 days may be required for unforeseen circumstances (such as an emergency closure of the school site) and in these circumstances, notification will be provided through a phone call.

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 28 days' notice. If less notice than this is given, the hirer shall not be entitled to a refund. Notification of the cancellation of a premises hire should be provided in writing or by sending an email to lettings@dma.tela.org.uk.

2.3 Yearly Review

The rates for hiring out different areas will be reviewed on a yearly basis, with revised rates implemented from January of each year. Any changes to rates of hire will be communicated to hirers by email, with at least 2 months notice.

2.4 Car Parking

Car parking is not included in the rates of hire and parking charges for hirers and participants attending will need to be paid at the rate advertised on the boards in the car park.

3. Application process

Those wishing to hire the premises should fill out the hire request form and read the terms and conditions of hire set out in section 4.

The hirer should fill out and sign the hire request form and submit it to the school office. Approval of the request will be determined by a member of the Senior Leadership Team with responsibilities for site lettings.

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, if applicable.

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, reputational damage may occur, or the activity does not adhere to the latest government safety advice.

4. 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 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. 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.
9. The hirer must take out its own public liability insurance with a reputable insurer approved by the school and, where requested by the school, shall provide a copy of the relevant insurance certificate no less than 14 days before the start date of the licence.
10. 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.
11. 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
12. 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.

13. Any cancellations by the school will be made with at least 28 days notice.
14. Any cancellations by the hirer will be received with at least than 28 days notice
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 will clean their own equipment brought into the premises, and as far as reasonably possible, ensure the area of premises hired is clean and tidy after use.
18. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior written agreement from the school.
19. 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.
20. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
21. 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.
22. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running.
23. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
24. 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.
25. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
26. 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.

5. 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 on request to the school.

The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall inform the school via email (lettings@dma.tela.org.uk) as soon as reasonably practicable. Concerns raised will be reviewed by a member of the senior leadership team who will pass concerns raised on to the designated safeguarding lead as appropriate.

6. Duty Site Supervisor Responsibilities

The Duty Site Supervisor (caretaker) is the Academy's representative and is responsible for making sure that, before, during and at the end of the letting, the following are adhered to:

1. The premises are unlocked at the agreed time as stated on the Application for Hire Form and subsequently agreed by the Academy
2. The premises are in a safe and satisfactory condition for the Hirer
3. The premises remain secure during the let by regular patrolling and monitoring of the entrance(s) being used.
4. The premises are checked before and at the end of the let (with a representative of the Hirer) for damage and to ensure that they have been left in a neat, clean and tidy condition
5. Where the same accommodation is hired by more than one group on the same day, the accommodation is checked between each letting.
6. As far as practical, users of the site do not behave in a manner likely to cause injury to themselves and/or others, or to result in damage to the Academy or its contents
7. In the event of an emergency, appropriate assistance (eg ambulance) is summoned. In the event of a fire alarm being triggered, ensuring that all persons follow the fire instructions in clearing the building.
8. Duty Site Supervisors do not have authority to change any aspect of these terms and conditions.
9. Duty staff will do their best to ensure your event runs smoothly. On rare occasions things can go wrong. If they do we will do our best to put things right in a friendly and helpful manner.
10. Our staff will treat you with respect and courtesy. We ask that our staff are treated the same way and are not insulted, abused or threatened.

7. Additional facilities

No additional staging, curtains, decorations or scenery may be erected without the Academy's consent, which will only be given if all of these items are rendered non-flammable and removed at the end of the let.

Storage facilities cannot normally be provided.

The use of sticky tape on any surface is prohibited.

Chairs and furniture may not be removed from their existing locations without the Academy's consent.

No adaptations, modifications or additions may be made to any part of the electrical installations in the Academy.

Use of the Academy's facilities, such as audio visual equipment, computers and photocopiers is not generally allowed however, applications will be considered on an individual basis.

8. Insurance Cover

Public Liability insurance (PLI) must be in place to protect the Hirer against injury, loss or damage caused to third parties or their property.

The Hirer must indemnify the Academy in the minimum sum of £2 million against all public liabilities and evidence of cover must be provided before the let takes place.

If the hirer cannot provide evidence of adequate cover, the hire will not be permitted

9. Copyright and Public Performances Licences

The requirements in connection with the issue of licences for public dancing, music or any public entertainment must be strictly fulfilled. A Hirer who is organising entertainment for children must have regard to the requirements of Section 12 of the Children and Young Persons Act 1993.

No musical works in the repertoire of the Performing Rights Society may be performed in public on the premises except on payment to the Society of the appropriate fee. It is the responsibility of the Hirer to ascertain whether works to be performed are in the repertoire of the Society.

No lecture, play or opera, drama, musical or other work in which copyright subsists shall be delivered or performed on the premises unless the consent of the owner of the copyright has been previously obtained. No performance of any recording no disc or tape etc., in which any copyright subsists shall be given on the premises unless the previous consent of Phonographic Performance Ltd has been obtained by the Hirer. The Hirer must make his/her own enquiries as to the existence of any copyright.

The Hirer shall indemnify and keep indemnified the Academy from and against all costs and claims and demand, which may be made for any breach or infringement of copyright.

10. Evacuation Procedure

The Hirer must ensure they and anyone attending their event are familiar with the Evacuation Procedure in the event of an emergency.

The Hirer should appoint a responsible person to be in charge in the event of any emergency. This responsible adult must ensure all members are registered and checked to be safe at the assembly point.

The fire evacuation routes are displayed and must be followed. If any person is missing, they are responsible for advising the Duty Site Supervisor immediately.

In the event of an emergency: Leave by the nearest exit and walk by the quickest route round the outside of the buildings to the assembly point at the rear of the academy. Do not re-enter the building as a short cut to reach the assembly point.