



PRESTFELDE

# Venue hire policy

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## Significant amendments

Date	Amendment	Initials

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## 1. Aims

We aim to:

- Make sure 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, where appropriate, raise additional funds for the school
- Not let any hiring out of the premises interfere with the school's primary purpose of providing education to its pupils

## 2. Areas available for hire

### 2.1 Available areas

The school will permit the hire of the following areas:

- Blackburn Chapel & Theatre
- Swimming Pool
- Gym
- Tennis Courts
- Music School
- Boarding House
- Dining Hall
- Cricket Pavilion
- Forest School

## 2.2 Capacity and charging rates

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

AREA	CAPACITY AND DETAILS	COST
Blackburn Chapel & Theatre	280 seated auditorium Jester PA system Projector Piano Green Room Foyer Toilets	£620 full day £310 half day  Charity and Mid-week hire: (Mon-Thurs) £150 per evening
Swimming Pool	22m x 9m pool Spectator seating Male & Female Changing Rooms Showers / Toilets Equipment	£77 per hour (commercial) £55 per hour (school to school rate)
Gym	Equipment No toilets Changing area not split into male / female	£45 per hour £60 for 4 hour session  Full day £120
Tennis Courts	Netball equipment Tennis nets	£35 per hour
Music School	Hall Piano Music Stands Seating Toilets	£55 per hour  Full day £165
Music School Practice Rooms	Practice Rooms Piano Music Stands Toilets	£25 per hour
Dining Hall	Tables Use of kitchen for hot & cold drinks Servery area	£30 per hour
Top field	Use of field Car park Toilets	£20 per 'session'

AREA	CAPACITY AND DETAILS	COST
Little Prestfelde Foyer	30 people Use of foyer Toilets and changing rooms	£25 per hour
Cricket Pavilion	Use of kitchenette Benches	£35 per hour (to include use of Highfield Lawn – does not include sports pitches)
Cookery classroom	Cookers Equipment	£55 per hour
Standard classroom	Tables Seats	£35 per hour £150 per day
Forest School	Covered outdoor classroom Outdoor compost toilet Mud kitchen Small forest area	£25 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 may decide that certain organisations or activities can use the premises for a reduced rate, if it supports the core aims of the school.

#### 3.2 Cancellations

We reserve the right to cancel any agreed hiring with a minimum of 48 hours' notice. 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. In the case of an emergency or identified risk a minimum notice period will not apply.

The hirer of the premises can cancel any hire in writing by email to [admissions@prestfelde.co.uk](mailto:admissions@prestfelde.co.uk) with a minimum of 14 days' notice. If less notice than this is given, the licensee shall not be entitled to a refund.

#### 3.3 Review

The revenue raised from hiring out will be reviewed by the Bursar 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 fill out the hire request form and 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 [admissions@prestfelde.co.uk](mailto:admissions@prestfelde.co.uk) Approval of the request will be determined by the Head of Marketing and Admissions.

If the request is approved in writing by email, 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, new hirers will require a H&S and Fire briefing from our Estates Manager. The hirer will also need to provide proof of their public liability

insurance and other relevant documents as requested. On occasions deposits will be requested at the time of booking.

We reserve the right to decline any applications at our absolute discretion, where the organisation does not uphold the values of the school, or reputational damage may occur.

In addition, if you have previously hired our venues, prior to the new hire period commencing we endeavor to ensure that all outstanding invoices have been paid. Where an invoice remains unpaid prior to the commencement of a new hire period we reserve the right to release previously hired session times to other interested hirers.

## 5. Terms and conditions of hire

The school will prepare a hire agreement with the hirer which will cover conditions such as safeguarding, insurance and liability and cancellation. It will include, but not be limited to the following terms and conditions:

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 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 5 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 observe that the premises hired is a school providing education to children in reminding patrons about their behaviour which will include, no smoking, no obscene language or behaviour, observing parking signs and speed notices.
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 hirer received with less than 14 days' notice will not be refunded.
14. Any cancellations by the school made with at least 48 hours' notice will be refunded unless because of an emergency.
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. Prior to the commencement of a new hire period, a H&S and fire safety briefing will be provided by our Estates Manager.
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 (no storage facility is available). The hirer will report any damages and breakages to the school immediately.
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. The schools address must not be used to advertise the hirers business.
18. Should the hirer be part of a franchise the franchise will not be sold with it connected to the school and the hirer must inform the school of any changes to the franchise and observe point 1.
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 licenses 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 they are running which must be shared with the school at least 1 week prior to the hire date.
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 email 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 license.
27. All previous hirers must ensure that prior to the new hire period commencing we endeavor to ensure that all outstanding invoices have been paid. Where an invoice remains unpaid prior to the commencement of a new hire period we reserve the right to release previously hired session times to other interested hirers.

## 6. Safeguarding

The school is dedicated to always ensuring the safeguarding of its pupils.

It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space. The hirer must provide a copy of their safeguarding policy to the school in advance of their hire.

If there is a chance that those hiring the premises will encounter 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. In addition, parking must be off site at the end of the school day between the hours of 1600 – 1800, no customers of a venue hire are allowed to park within the school grounds during this time.

## **7. Monitoring arrangements**

We will review and update this policy when the guidance on which it is based changes or when this version of the policy otherwise stops being applicable, such as where COVID-19 is no longer a risk.

Any updates to this policy will be shared with the full governing board.

## Appendix 1: 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 [admissions@prestfelde.co.uk](mailto:admissions@prestfelde.co.uk)

Name of applicant/organisation and company number (where applicable)	
Applicant contact details	Address:  Phone no: Email address:
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 <b>Please note:</b> these numbers must adhere to latest government guidance on social distancing	
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	
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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 [admissions@prestfelde.co.uk](mailto:admissions@prestfelde.co.uk) or to the Prestfelde School Office, London Road, Shrewsbury, SY3 9BF. 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.