


PADGATE ACADEMY

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 padgateacademy

Principal: Mr A McMillan Bsc (Hons)

LETTINGS & COMMUNITY USE POLICY May 2024

DATE APPROVED BY GOVERNING BODY	14 th May 2024
SIGNATURE OF CHAIR OF GOVERNING BODY	Carole Owen
SIGNATURE OF ACADEMY PRINCIPAL	Adam McMillan
NEXT REVIEW DATE	May 2025





Table of Contents

1. INTRODUCTION	3
2. AREAS FOR HIRE	3
3. CHARGING RATES AND PRINCIPLES	3
4. APPLICATION PROCESS	4
5. TERMS & CONDITIONS.....	4



1. INTRODUCTION

At Padgate Academy, we strive to foster community engagement and optimise the use of our facilities while maintaining our core focus on providing quality education. Our policy aims to:

- Facilitate the use of school premises by community or commercial organisations.
- Ensure that hiring does not burden the school's budget.
- Implement fair charges for premises usage to cover costs and potentially raise additional funds.
- Safeguard the primary educational mission of the school.
- Ensure all hiring is conducted safely, in compliance with legislation and government guidelines.

2. AREAS FOR HIRE

The school will permit the hire of the following areas:

- Sports Hall
- Astroturf
- Hard Court
- Grass Pitch
- Gymnasium
- Drama Studio
- Dance Studio
- Classrooms
- Library

3. CHARGING RATES AND PRINCIPLES

Rates

All bookings are fully managed by an external company partner – School Hire. Any enquiries should be made to them via the website. A full list of rates is available from School Hire via the website.

Cancellations

We reserve the right to cancel any agreed hiring with immediate notice. We will endeavour to give as much notice as possible should this be the case. 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 7 days' notice. If less notice than this is given, the licensee shall not be entitled to a refund.

Review

The revenue raised from hiring out will be reviewed annually by the Business & Operations Manager 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 visit the School Hire website. A link can be found on our Academies website: <https://padgateacademy.schoolhire.co.uk> or alternatively call 01925 822632. The hirer will be required to agree to the terms and conditions of contract in section 5 of this policy. Payment is made via the website and the hirer will also need to provide proof of its public liability insurance. 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, the premises have not been respected or reputational damage may occur.

5. TERMS & CONDITIONS

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.

6. "Hirer" means the person or entity identified in the relevant hire request form.
7. The hirer shall pay the full amount as stipulated by School Hire, 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.
8. 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.
9. The hirer shall not sub-licence any of the premises under the licence.
10. 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.
11. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the licence.



12. The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.
13. 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.
14. The hirer must take out its own public liability insurance with a reputable insurer approved by School Hire and, where requested, shall provide a copy of the relevant insurance certificate no less than 7 days before the start date of the licence.
15. 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.
16. 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
17. 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.
18. Any cancellations by the school made with at least 14 days notice will be refunded.
19. Any cancellations by the hirer received with less than 48 hours notice, will not be refunded.
20. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
21. 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. This includes returning goal posts to their original position.
22. The hirer will ensure the area used is left in a clean and tidy condition (all litter to be removed)
23. The School Hire Calendar is split into 2 windows- September to March and April to August. Bookings for September will open in July for existing customers and will open to the General public from August.



24. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior written agreement from the school.
25. 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.
26. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
27. 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.
28. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running.
29. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.

By adhering to these terms, both Padgate Academy and the hirer ensure a mutually beneficial and safe hiring arrangement.