



The Henry Box School
Founded 1660

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HIRING OF SCHOOL PREMISES

Conditions of Hire

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1. Introduction

The MILL Academy Trust (the Trust) regards its school buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible; however the overriding aim of the Trust is to provide the best possible education and opportunities for its students, and any hire of school premises to outside organisations will be considered with this in mind.

At The Henry Box School (the School) the Headteacher delegates responsibilities relating to the hiring of school premises to the School Business Manager.

The School's budget (which is provided for the education of its students) will not be used to subsidise any hire arrangements to any outside organisations, including charities and not-for-profit organisations. A charge will be levied to meet the additional costs incurred by the School in respect of any hire agreement.

2. Definition of a Hire

A hire may be defined as "any use of the school premises (buildings or grounds) by either a community group, or a commercial organisation or an individual". Use of the school premises for activities such as staff meetings, parent meetings, Trustee or Governor meetings and extra-curricular activities of students supervised by school staff, fall within the category of school life and not a "hire".

3. Types of Hire

Single hires are those where an individual, group or organisation wishes to hire premises/facilities on a one-off basis. Continuous hires are those that fund for a number of weeks or terms. All hires are subject to a formal hire agreement and follows the same principles, regardless of whether they are a single or continuous hire.

The school will **not** make a hire agreement with the following:

- to persons under the age of 21;
- any organisation or group with an unlawful or extremist background or intent.

The school reserve the right to refuse to make a hire agreement with the following:

- any individual, organisation or group who are unwilling or unable to demonstrate adequate safeguarding arrangements where the hire involves activities with children or vulnerable adults;
- any individual, organisation or group that abuses/vandalises the school premises/facilities during a hire and/or causes a public nuisance or disturbance;
- any individual, organisation or group that consistently fails to pay for the hire in accordance with the invoices issued by the school;
- any organisation intending to carry out or promote gambling on the school premises.

4. Hire Agreement

All hires (even those where no charge is made) must be subject to a hire agreement, this details the terms of the hire and will be signed by both the school and the hirer. A hire will only be confirmed as accepted when a signed hire agreement is in place. Any amendment to a hire agreement will require a new agreement, detailing the new terms, to be signed.

The “Hirer” shall be the named individual on the Hire Agreement and this person and/or their organisation will be responsible for payment of all charges and for abiding by any other conditions in respect of the hire, for example obtaining performance or liquor licences, ensuring safeguarding arrangements and arriving/leaving by the specified times.

The hire agreement is personal to the Hirer only and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of creating any tenancy between the school and the Hirer.

5. Charges for a Hire

The school is responsible for setting the charges for the hiring of the school premises, in accordance with the principles set out by the Trust from time to time. All income generated from the hire of the premises will be retained within the school’s budget as an additional income stream to fund school activities.

Hire charges are payable **in advance** of the hire and are levied to cover:

- Cost of utilities/services – such as heating, lighting, water
- Cost of staffing including staff on-costs – such as additional caretaking hours or cleaning time
- Cost of administration – such as the dealing with the hire process, liaising with hirers and processing invoices and payments
- Use of equipment included in the hire – such as sports nets and equipment, performance sound and lighting systems, microphones, musical instruments, kitchen facilities, washroom supplies
- Cost of “wear and tear” replacements (for continuous hires) – such as replacing broken or worn out sports equipment

Where there are multiple hires taking place at the same time in the same school building, the costs of services and staffing will be shared between the hirers involved, wherever possible.

The school reserves the right to invoice additional charges to the Hirer to cover expenses relating to damages, breakages, vandalism or thefts which occur during the course of the hire (other than regular wear and tear).

The Trust is currently VAT exempt and therefore VAT is not chargeable on hire charges. The VAT status of the Trust may change in the future and therefore the Trust reserves the right to make a VAT charge when it is legally required to do so. The Trust will give at least a term’s notice to Hirers of the date when VAT becomes chargeable.

6. Termination of a Hire Agreement

The Trust and/or the school has the power to terminate any hire agreement with a hirer where:

- the hirer is unwilling or unable to demonstrate adequate safeguarding arrangements where the hire involves activities with children or vulnerable adults;
- the hirer abuses/vandalises the school premises/facilities during a hire and/or causes a public nuisance or disturbance;
- the school becomes aware that the hirer is using the school for illegal, unlawful or extremist activities;
- the hirer, any member of the hirer’s organisation, or a participant in the hirer’s activities verbally or physically abuses a member of school staff;
- the hirer fails to pay for the hire in accordance with the invoices issued by the school.