



**SHIRLEY COMMUNITY PRIMARY SCHOOL  
AND SHIRLEY PRE-SCHOOL**

**THE SHIRLEY CENTRE HIRE POLICY**

This is a Non-Statutory Policy

Date of Adoption	19th March 2015
Date of Last Review	11th July 2019 (Full Governing Body)
Date of Next Review	July 2021
Committee	Resources

The Shirley Centre is an initiative of the Governing Body of Shirley Community Nursery Primary School.

The primary purpose of the Shirley Centre is to provide accommodation for educational, welfare and leisure activities for our pupils, their families and the local community of East Chesterton. The requirements of these groups are paramount. However, we acknowledge the need to generate income for the benefit of the school and we are keen to encourage the use of the Centre by groups from elsewhere and by local businesses.

This policy is an attempt to balance the competing needs of all these groups and to make the conditions of letting clear to all potential users.

## **HIRE OF SHIRLEY CENTRE PREMISES**

### **Centre Hire Agreement – short term hire only**

#### **1 CHARGES**

1.1 The charge rates will vary for different types of groups and for different times.

1.2 There are 3 rates of hire.

- *Individuals and groups affiliated to Shirley Community Nursery and Primary School, educational activities and local community groups. (A)*
- *Not for profit organisations and registered charities (B)*
- *Commercial activities (C)*

1.3 The classification of any particular hirer is at the discretion of the Governing Body, after consultation with the school's Business Manager. In the case of any dispute about classification then the hirer should appeal to the Chair of the Resources Committee whose decision will be final.

1.4 The scale of charges and hours of hiring are as set out in Price List, attached to this document.

#### **2 CONDITIONS OF HIRE**

2.1 Applications for the hire of any of the listed hireable rooms in the building or outside areas must be made on the appropriate forms. These are attached to this document.

2.2 The person by whom the application is signed shall be considered to be the hirer unless the application is signed on behalf of an organisation, in which case that organisation shall be the hirer and shall be jointly and severally liable under these conditions with the person who signs the form.

2.3 A deposit of 50% of the total charges is due with the application and the balance must be paid 10 days before the hire date.

2.4 Applications may not be made earlier than 53 weeks before the date of hiring and are taken in the order in which they are received.

- 2.5 The governors reserve the right to amend hire fees at any time, irrespective of whether a hire contract has been entered into or not.
- 2.6 In the event of a revision of charges after the date of application and before a hiring is confirmed by the Governors the hirer shall pay the revised charges.
- 2.7 The Governors welcome any hirer who is able to comply with the School's policies such as Health and Safety, Safeguarding and Equalities and the final decision on compliance lies with the Governing Body. The Governors reserve the right to refuse any application for hire, or to cancel or alter any current hiring, to organisations or individuals, whose objectives are, in the opinion of the Governors, in conflict with the School's ethos or may cause public disorder, nuisance, offend decency, or perpetuate sexism, racism, homophobia and similar. The Governors' decision on this is final and no communication will be entered into.
- 2.8 The Governors shall not be liable for any loss due to any breakdown of equipment, failure of the supply of electricity, leakage of water, fire or Act of God that may cause the Centre to be temporarily closed.

### **3 CANCELLATIONS**

- 3.1 The hirer may cancel a booking upon giving fourteen days' notice.
- 3.2 If the building or the room hired is not re-let on the date or dates in question the deposit will be forfeited.
- 3.3 If a hiring is cancelled by the hirer within fourteen days of the scheduled date of hiring, the hirer will pay the balance of the charges that are due.
- 3.4 The Governors reserve the right to cancel the booking at any time without notice where circumstances beyond their control mean that the facilities are not available or in circumstances where para. 2.7 applies. In all other circumstances, the Governors will give 14 day's notice where it is possible to do so.

### **4 FACILITIES AVAILABLE**

#### **4.1 Rooms for hire**

Centre Hall	Seats 120
School Hall	Seats 120
Meeting Room 1 (Barnish)	30 max
Meeting Room 2	20 max
Centre Lounge	35 max
Activity Room 1	30 max
Activity Room 2	20 max

#### **4.2 Outdoor facilities for hire**

Multi Use Games Area

Playing field (Youth pitches only)

Car Park

4.3 Kitchen facilities are available free of charge for the preparation of light refreshments when using the indoor facilities.

4.4 If hirers intend to use the kitchen facilities they will be required to provide their own refreshments.

## **5 LICENCES**

5.1 No excisable liquor shall be sold unless the relevant licence or permission under the Licensing Act 2003 or any subsequent legislation has been obtained by the hirer or on his behalf and the hirer shall ensure that any conditions attached to such licence or permission are complied with.

5.2 Licensed events will require a Temporary Events Notice (TEN). This is available from Cambridge City Council, the cost to be met by the hirer.

5.3 The hirer shall not use the premises or any part thereof for a performance for which copyright subsists without the consent of the owner of the said copyright or in any manner infringe any subsisting copyright.

5.4 If any part of the premises is to be used for the purpose of gaming or games of chance of any description the hirer shall be responsible for securing that the provisions of the Gambling Act 2005 or any subsequent amending Act are fully observed and complied with.

5.5 The hirer shall be expected to comply with the regulations of the Performing Rights Society.

5.6 The premises are subject to the normal Sunday Trading laws for the time being in force and only restricted items may be sold on a Sunday. Details of these may be obtained from Cambridge City Council.

5.7 A licence is required for music, plays, films or dancing at events that are open to the public.

## **6 HIRER'S RESPONSIBILITIES**

6.1 No nail or fastening of any kind shall be driven or put into or on to any wall, partition, pillar or other fittings or furniture. The Centre has provided, at various points in the halls, a number of screws and hooks to which decorations may be fixed and the Site Manager will indicate these to any hirer.

6.2 No animals, other than assistance dogs, shall be brought into the Centre except with the prior permission of the Business Manager.

6.3 Without the prior agreement of the Governors the hirer shall not: place, affix or display, whether on, to, or nearby the Centre property, and whether permanently or temporarily, any signs, posters, banners or any other material whether it refers to the hirer and its activities or not. In the event that any such material is displayed the Governors reserve the right to remove the same without any further notice to the hirer.

6.4 Electrical equipment must not be brought into the premises unless the arrangement has been approved in advance and the equipment has been checked and has a current certificate to confirm that it complies with the Electricity at Work Regulations for the time being in force.

- 6.5 The hirer is responsible for inspecting and certifying the safety of non-electrical equipment brought on to the premises by them or their invitees or their agents.
- 6.6 The hirer shall not assign the benefit or burden of the hiring or sublet or share possession of the premises or any part thereof.
- 6.7 All areas used are to be left in a clean and tidy condition at the end of the function. All rubbish must be removed from the premises and disposed of by the hirer. Cleaning equipment such as brooms, vacuum cleaners and mops will be provided but the hirer will be required to supply their own rubbish bags and detergents.
- 6.8 The cloakrooms will be in the care and custody of the hirer, who must provide their own attendants and be responsible for any loss that may occur.
- 6.9 The wearing of footwear of any kind that is liable to cause damage to the flooring in any part of the Centre is prohibited.
- 6.10 When the premises are hired for the purposes of auction sales, horticultural shows, arts and crafts activities or other events of a like nature the hirer must protect the floor with a suitable covering.
- 6.11 If a club or group is run that involves children, the hirer and all their staff or helpers must have had the necessary checks carried out by the Disclosure and Barring Service (formerly CRB).
- 6.12 All functions held in the Centre must end by 9.45 p.m. and the premises vacated by 10.00 p.m. on the day of hiring. The attention of the hirer is drawn to the County and District By-Laws relating to excessive noise and public nuisance.

## **7 LIABILITY AND INSURANCE**

- 7.1 The hirer shall repay to the Governors on demand the cost of reinstating or replacing or repairing any part or parts of the premises, including any of the furniture and fittings therein contained, which shall be damaged, destroyed, stolen or removed as a result of the negligence of the hirer or their invitees, servants or agents during the period of hire.
- 7.2 The hirer shall indemnify the Governors and Cambridgeshire County Council against all claims, demands, actions or proceedings in respect of any loss, damage or injury caused by or to any persons which shall occur while such person is in or upon part of the premises or arise from any accident or occurrence which happens while such person is in or upon any part of the premises or in respect of any loss or damage suffered or sustained by any person by reason of use of the premises by the hirer.
- 7.3 The hirer must arrange insurance to cover the terms of indemnity set out in the above clauses and produce for inspection written confirmation from the insurance company or broker concerned.
- 7.4 Commercial hirers or profit-making organisations must have their own insurance cover and show the original certificate to the Business Manager at least 7 days before the letting commences. If satisfactory insurance is not produced, the booking will be cancelled. The school will take a copy of the hirer's certificate for the school's files.

7.5 For private hirers booking a non-commercial let, on payment of an additional 15% of the facilities hire, the school may be able to arrange insurance through the County Council.

7.6 If the County Council does not agree to insure a particular use of the facilities, then the hirer must obtain their own insurance. Failure to do so will mean the arranged booking will be cancelled.

## **8 EMERGENCY CONTACT DETAILS**

8.1 In the event of an emergency during the period of hire, the hirer should contact the person specified at the time of booking.

8.2 Hirers should have access to a mobile telephone during the duration of the hiring in case of an emergency.

## **9 HEALTH AND SAFETY**

9.1 No smoking is permitted within the Centre premises or in the grounds.

9.2 Users of premises are reminded of their responsibilities under the Health and Safety at Work Act 1974.

9.3 No persons shall intentionally interfere with or misuse anything provided in the interests of health, safety or welfare in line with the relevant statutory provisions.

9.4 Hirers will be responsible for their own individual groups with regard to first aid. However, all accidents must be recorded in the Shirley Centre Log Book that is located in the Centre's main kitchen.

## **10 FIRE INSTRUCTIONS**

10.1 The Site Officer will instruct the hirer where the fire exit doors, fire equipment, and emergency telephones are located before the activity starts and where to assemble should the fire alarm sound. The hirer then has the responsibility for making members of his/her group aware of the instructions.

## **11 VEHICLE PARKING AND RESTRICTIONS**

11.1 Parking of vehicles is restricted to the designated parking area(s) as stipulated from time to time by the Governors.

11.2 The speed limit within the Centre grounds is 5 m.p.h.

11.3 The governors reserve the right to restrict vehicle movements or parking on grassed areas if weather conditions are likely to cause damage to the surface.

11.4 Bicycles must be stored in the designated storage areas and not left against the perimeter railings.

11.5 All vehicles and cycles are parked at the owner's risk.

## **12 GENERAL**

- 12.1 The Governors reserve unto themselves and their officers, servants and agents a right of entry to every part of the premises at any time when duly authorised so to enter.
- 12.2 The Governors may, by prior arrangement, allow a hirer reasonable time to clear up and remove property either at the end of the hiring or on the following morning but in any event the premises must be clear of all property by 8.00am on the date after a hiring. The Governors do not undertake safe custody of property remaining on the premises.
- 12.3 The hirer must not do in or near the premises any act or thing that may cause the County Council, Shirley School, or the Governors to incur or become liable to pay any penalty damages, compensation, costs, charges or expenses.
- 12.4 The hirer must comply in all respects with the provisions of any statutes and other obligations imposed by law or any byelaws applicable to the hirer's use of the premises.

**13 WHO WAS CONSULTED ON THIS POLICY?**

- 13.1 The Governors have consulted with Cambridgeshire County Council, Cambridge City Council and the staff, children, parents and carers of Shirley Community Nursery and Primary School.

**14 OTHER RELEVANT POLICIES OF THE GOVERNING BODY**

- 14.1 The Health and Safety Policy
- 14.2 The Single Equality Statement
- 14.3 The Accessibility Policy
- 14.4 The Premises Management Policy
- 14.5 CCTV Policy

**15 MONITORING AND EVALUATION**

- 15.1 The Resources Committee of the Governing Body will receive reports from the Business Manager on a termly basis of the schedule of use of the Centre, the numbers of groups involved and the net profit from such activities.
- 15.2 Issues that require intervention by the Business Manager will be noted, together with details of the action taken and the outcome.
- 15.3 The Resources Committee will consider whether the use of the Centre's premises is achieving the purposes set out at the start of this policy.
- 15.4 The policy will be reviewed bi-annually.

**16 DATE ADOPTED BY THE RESOURCES COMMITTEE AS A DELEGATED RESPONSIBILITY OF THE GOVERNING BODY: 19 MARCH 2015**

**17 DATE FOR FULL IMPLEMENTATION: 19 MARCH 2015**

**18 DATE FOR REVIEW: JULY 2021**

**Signature of the Chair of the Governing Body .....**

## **PRICE LIST**

### **Social Events and Meetings**

**A** = Private individuals / local community groups / educational / groups affiliated to the school

**B** = Non commercial / not for profit organisations / charities

**C** = Commercial rate

	<b>Centre Hall</b>	<b>School Hall</b>	<b>Centre Lounge</b>	<b>Meeting Rooms</b>	<b>Activity Rooms</b>
	<b>£ per hour</b>	<b>£ per hour</b>	<b>£ per hour</b>	<b>£ per hour</b>	<b>£ per hour</b>
<b>A</b>	£21 (£26.25)	£42 (£47.25)	£21 (£26.25)	£26.25 (£31.50)	£26.25 (£31.50)
<b>B</b>	£31.50 (£36.75)	£52.50 (£57.75)	£31.50 (£36.75)	£26.25 (£31.50)	£26.25 (£31.50)
<b>C</b>	£52.50 (£57.75)	£85 (£89.25)	£42 (£47.25)	£42 (45 £47.25)	£42 (£47.25)

(Figures in brackets refer to weekend hourly charges)

### **Sports and Fitness Activities**

<b>Multi Use Games Area</b>		<b>Field</b>	
<b>£ per hour</b>	<b>£ per hour</b>	<b>£ per hour</b>	<b>£ per hour</b>
Adult	Under 16	Adult	Under 16
£21 (£26.25)	£10.50 (£15.75)	£21 (£26.25)	£10.50 (£15.75)

**Car Park (for Car Boot sales etc.)**      ££36.75 per hour

Caretaking and cleaning is included in the charges during normal school hours. The Centre will charge extra if additional cleaning or damage is incurred. If setting up for an event is required, a charge of £21 per hour will be made.

All groups have free use of a designated kitchen area for the preparation of drinks and light refreshments. The latter are not provided.

Discounts will apply for full-day and termly hire; please enquire for details.



**SHIRLEY CENTRE- HIRE OF PREMISES- BOOKING FORM**

<b>Name of Hirer</b>	<b>Contact No:</b>		
<b>Organisation:</b>	<b>Date(s) of hire:</b>		
<b>Address for Billing:</b>	<b>Description of Function/Event:</b>		
<b>Time of Hire: From-</b>	<b>To-</b>	<i>(n.b. this should include setting up and clearing away times.)</i>	
<b>Room(s) required:</b>		<p>These are the primary areas for hire. A limited number of other facilities may be available. Please enquire for further details.</p> <p>Please be advised that under no circumstances is alcohol permitted at events on site without the appropriate licencing. Please enquire for further details.</p>	
<b>Centre Hall</b>		<b>TOTAL HOURS:</b>	<b>Hrs          Mins</b>
<b>Barnish Room</b>		<b>COST PER HOUR:</b>	<b>TOTAL HIRE COST:</b>
<b>Centre Lounge</b>			
<b>Other</b>		<b>INSURANCE COST:</b>	
<b>School field/sports area</b>		<b>Deposit:</b>	<b>£          Rec'd:</b>
<b>Car Park</b>		<b>Balance:</b>	<b>£          Rec'd:</b>
<b>Facilities:</b>		<p><b>Access needed for deliveries:-</b> yes/no</p> <p><b>(please give details- extra charge £20.00 per hour)</b></p>	
<b>Tables</b>	<b>yes/no          number:</b>		
<b>Chairs</b>	<b>yes/no          number:</b>		
<b>Room set up (please attach layout)</b>	<b>yes/ no</b>		
<b>Insurance:</b> <i><b>All events require insurance cover. Please confirm that either:-</b></i>			
I have arranged insurance cover with the school users association		<b>YES</b>	<b>NO</b>
I have arranged my own insurance cover. Policy details are:-		<b>YES</b>	<b>NO</b>
Policy no. .... With .....(provider)			
<b>A COPY OF THE CERTIFICATE OF INSURANCE MUST BE PROVIDED TO THE SCHOOL BEFORE THE EVENT</b>			
I wish the school to arrange insurance cover at an additional cost of 15% of the hire cost, plus 12% government insurance tax on the premium amount only)		<b>YES</b>	<b>NO</b>
<p>I certify that I am over 18 years of age and I agree to be bound by the conditions of hire relating to my letting from the school for the time it is in force. I accept responsibility for observing the regulations and agree to pay the agreed letting fee.</p> <p>I hereby indemnify the Governing Body and Local Authority against all claims in respect of injury, loss or damage (including damage to the school premises) arising from this letting. In requiring this undertaking the Local Authority and Governing Body do not seek to absolve themselves or any employees from the liability as occupier/owner of the premises</p> <p>Signed.....          Date.....</p>			

**A deposit of 50% of the hire cost is required with the application, and the balance is to be paid and cleared by the school not less than 10 days before the day of hire**



This policy will be reviewed bi-annually

**Date approved by the Governing Body: 11th July 2019**

Signature of the Chair of the Governing Body .....

**Date:**