KING EDWARD VI
ACADEMY TRUST
BIRMINGHAM

Hiring of School and Academy Premises Policy

Responsible Board/Committee	Academy Trust Board
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Publish Online	No
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Review Cycle	Annually This policy will not expire but will be reviewed as per its designated cycle. This policy remains effective whilst the review is taking place and will only become non-applicable once the updated version has been approved.
Next Review Date	May 2027
Version	1.3
School	King Edward Sheldon Heath Academy
LGB Adoption Date	18th June 2026

KING EDWARD VI ACADEMY TRUST BIRMINGHAM
POLICY ON THE HIRING OF SCHOOL AND ACADEMY PREMISES

Introduction

The Academy Trust is committed to making every reasonable effort to ensure the school and academy buildings and grounds (the premises) are available for community use. This commitment is delegated to the Local Governing Body (LGB) of each School or Academy. 'School' is used throughout this document but refers also to 'Academy'.

The LGB recognises that the responsibility for the premises rests with the King Edward VI Academy Trust Birmingham (the Academy Trust) and is therefore mindful to ensure that the hiring of premises is in accordance with any policies and procedures adopted by the Academy Trust, particularly those regarding safeguarding and child welfare. The Policy is reviewed annually following any changes to KCSIE, and any updates required are issued immediately, without the need for Governor review.

A hiring is defined as: 'any use of the premises by either a community group or a commercial organisation, regardless of whether a hiring fee is charged'. Hiring to an individual will be dependent upon evidence of adequate and satisfactory insurance coverage.

Hirings must not interfere with the primary activity of the School, which is to provide a high standard of education for all its pupils.

1. PROCESS FOR HIRING OF FACILITIES

Applying to Hire the School Premises

1.1 Enquiries to use the School premises should initially be made with the Lettings Officer at the School via email using leisure@kesh.kevibham.org , who will discuss this with the School's Facilities Manager to whom the Head has delegated responsibility for the management of hiring school facilities, in accordance with the policy.

1.2 If the Head has any concern about the appropriateness of a particular request for a hiring, they will consult with the Academy Trust Head of Finance, who has the authority to decide if the hiring should be accepted on behalf of the LGB.

1.3 The LGB has the right to refuse an application, and no hiring should be regarded as 'booked' until approval has been given in writing.

1.4 Where there is a conflict between a 'hiring' and a school event, priority will always be given to school events.

1.5 No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been confirmed in writing.

1.6 The name of the School should not be associated with any booking without written approval from the Head and Facilities Manager.

Hire Agreement

1.7 Once a hiring has been approved in principle for availability, this document (the Hiring of School and Academy Premises Policy), along with the Booking Form (Appendix A), will be sent to the applicant confirming the details of the hiring and the charging document as per 6.1.

1.8 The terms and conditions of the policy must be adhered to.

1.9 The hire agreement must be signed by both parties (the Hirer and the School) in duplicate before the hiring can take place, with a copy retained by both parties.

1.10 It should be signed by a named individual ('the Hirer'), and the agreement should be in their name, giving their permanent private address or, in the case of a company, that company's registered address.

1.11 The named individual applying to hire the premises will be invoiced for the cost of the hiring. The Academy Trust generates invoices at the beginning of each term to cover the cost of bookings made for that term. Payment is required within two weeks of receipt of the invoice. All fees will be payable in advance.

1.12 If the Hirer has specific set-up requirements (e.g. setting up rows of chairs, room configuration, car parking assistance, etc.), this should be discussed with the Lettings Officer in advance. Depending upon the extra time involved for site staff, an additional fee may be payable for this.

Termination of Contract

1.13 The Academy Trust, the Head, or the Chair of the LGB has the immediate power to terminate any hire agreement relating to the hire of the school premises in accordance with the terms and conditions of the agreement attached.

2. TERMS OF USE

Charges for a Hiring

2.1 The LGB is responsible for setting the charges for hiring the school premises. These are reviewed annually by the LGB , and current prices can be found below.

2.2 Charges for the hiring of premises are set to ensure that the costs incurred by the School in any such hiring are covered whilst allowing the School to generate additional funds.

2.3 Any additional funds are used to a) support the education of the students at the School and b) improve the premises for staff, students, and future hiring arrangements.

2.4 The LGB will not charge for usage of the facilities by local Primary Schools (local defined as Primary 'feeder schools')

2.5 The LGB reserve the right to amend the charging structure for hiring during the school year, giving two weeks' notice of any change in charges.

Charges and Cancellations

2.6 Charges are always specified in writing to the Hirer, including any review arrangements. The charge structure can be found in 2.16.

2.7 The School may require a deposit payable by the Hirer in relation to obligations under this policy. In the event of a breach of such obligations by the Hirer, the deposit becomes non-refundable, and the School may retain such monies to cover any costs incurred in returning the

premises to its pre-hiring state (e.g. moving furniture back to position), repairing any damage, cleaning up, etc. caused during a hiring. If the deposit proves insufficient to cover such costs, the School retains the right to recover any excess from the Hirer.

2.8 The LGB may cancel without notice any hiring for which full payment has not been received. This may be a single event or, for multiple hirings, the first in the series for which payment has not been received. The LGB may cancel a hiring, giving 28 days' notice. Any deposit or other payment received for the cancelled event will be refunded in such circumstances.

2.9 The Hirer may cancel the hiring, provided that at least two months' notice is given in each circumstance. Cancellations made less than two months before the event date will be charged in full.

2.10 For bookings made on a regular basis, i.e. at least ten bookings per term, the following notice period will be required for 'one-off' cancellations: Over 72 hours, no cancellation charge; 48 – 72 hours, 50% charge; and less than 48 hours, 100% charge.

2.11 In certain circumstances where school activity requirements necessitate cancelling an event with less than 28 days' notice, the LGB may, at its sole discretion, offer an alternative hire date or issue a full refund.

2.12 The LGB will not accept any responsibility for any loss or other expenses however incurred by the Hirer in the event of a cancellation by the LGB of the hiring as a result of circumstances beyond its control (including, without prejudice to the generality of the same, industrial action by its employees, or others, inclement weather, pandemic, crime, acts of God, acts or threats of terrorism, failure of electricity/gas/water supply, and health and safety issues relating to factors beyond the control of the LGB).

2.13 The decision of the LGB as to whether a hiring should be cancelled shall be binding on the Hirer.

2.14 Notification of any cancellation shall be in writing and may be by email or recorded delivery letter.

2.15 VAT will be applicable on the use of sports facilities, unless the Hiring comes under the specific rules for schools and affiliated sports clubs. In this case, the Hiring must be booked and paid in advance and must be for a minimum of 10 sessions, with no intervals of more than 14 days.

Current Pricing Structure

2.16 The following prices are correct as of 18th June 2026 and have been agreed upon by the LGB:

Venue	Rates (hourly) £	Additional Information
Sports Hall	£46	
School Hall	£102	Includes Spectator seating for 330 people
Drama Rehearsal Room	£31	
Grass Football Small sided	£25.50 per match	£291 per season
Grass Football 11 a side	£25.50 per match	£291 per season
Netball / Tennis court	£18.50 per court	
Dance Studio / Main stage	£41	
Fitness Suite	£25.50	
Dining Hall	£51	

3g Pitch Charges

	Full Pitch	Half Pitch	Quarter Pitch
FA Affiliated Youth Clubs	£95	£51	£28
Adult Use / Casual Bookings	£122.50	£66.50	£36

COMPLAINTS

Any complaints arising from a hiring agreement will be dealt with using the Academy Trust's complaints procedure, a copy of which is available on the school website**.**

3. TERMS AND CONDITIONS OF HIRE OF THE SCHOOL PREMISES

3.1 These terms and conditions must be complied with.

3.2 The Hirer shall be the named individual on the hire agreement, and this person and/or their organisation will be responsible for paying all fees or other sums due with respect to the hiring.

STATUS OF THE HIRER

3.3 Hirings will not be made to persons under the age of 21 or to any organisation or group with an unlawful or extremist background. This is in accordance with the relevant policies adopted by the Academy Trust.

3.4 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.

3.5 Hirings will not be made to any individual or organisation involved with or connected to the tutoring or coaching of children for the entrance test (the "11+ test") for selective schools.

DISCLOSURE AND BARRING SERVICE (DBS)

3.6 It may be necessary for the Hirer to submit proof that they have undergone a successful check under the Disclosure and Barring Service (DBS).

3.7 If a particular hiring involves contact with children and young people, it is the responsibility of the Hirer to ensure and be able to fully demonstrate that they have complied with the DBS Code of Practice and any relevant Safeguarding requirements. The Hirer is required to share their safeguarding and child protection policies and procedures with the School prior to any hiring.

3.8 A confirmation of the DBS registration for the event organiser will be requested for hirings involving children under the age of 18. The form to be completed is attached in Appendix B.

3.9 When there is a requirement for DBS checks to be undertaken, the Hirer must keep appropriate records for all adults in line with the DBS Code of Practice and report to the Designated Safeguarding Lead (DSL) at the School any safeguarding concerns which may arise. The DSL is Mrs Hopkins, who can be contacted at the School 0121 647 2471

3.10 The Hirer must be able to provide evidence that DBS checks have been carried out for all relevant adults upon request.

INDEMNITY AND INSURANCE

3.11 The Hirer shall indemnify and keep indemnified the School and Academy Trust from and against any and all loss, damage, or liability (whether criminal or civil) suffered and legal fees and costs incurred by the School and/or Academy Trust resulting from a breach of this Agreement by the Hirer including any act, neglect, or default of the Hirer, its officers, servants, agents, or guests and breaches in respect of any matter arising from the hire resulting in any successful claim by any third party.

3.12 The Hirer shall obtain and maintain throughout the Hire Period, with one or more reputable insurers, insurance policies that adequately cover its prospective liabilities in connection with this Agreement. The minimum coverage per claim shall be unlimited for death or personal injury, and £5 million per claim for damage to or loss of property in the case of a company or similar entity or £2 million in the case of an individual. This coverage shall be unlimited in aggregate unless otherwise agreed upon in writing by the School. The LGB may request indemnity of no less than £10,000,000 (ten million pounds) depending on the nature of the hiring and the activities undertaken.

3.13 The Hirer shall provide the policy of insurance and receipts for the current premium or premiums to evidence that valid and suitable insurance policies are in place. Failing to comply with this clause shall amount to a fundamental breach of this Agreement. No booking will be confirmed until proof of insurance coverage has been provided.

3.14 The Hirer shall not do or permit or allow to be done anything that might wholly or partly invalidate any insurance maintained by the School and Academy Trust in respect of the School or Academy Trust or which might increase the insurance premium for the School or Academy Trust. If the Hirer's proposed use increases any insurance premium payable, then the Hirer shall reimburse the School or Academy Trust that additional sum, and if the School's or Academy Trust's insurers impose any special terms, the Hirer shall be responsible for any costs relating to any increased risk management, health and safety issues, and any difference in the excess payable.

3.15 The Hirer shall indemnify and keep indemnified the School and Academy Trust from and against all claims, proceedings, actions, damages, legal costs (including, but not limited to, legal costs and disbursements on a solicitor and client basis), expenses, and any other liabilities arising from or incurred by the use of the Hirer, pursuant to performance of this Agreement, of any material which involves any infringement or alleged infringement of the intellectual property rights of any third party.

3.16 The Academy Trust shall indemnify the Hirer against claims for death and personal injury arising pursuant to the performance of this Agreement arising from the negligence of the School.

3.17 The School shall not be responsible for any injury to persons or damage to property arising from the hiring of the premises. The Hirer should ensure that they have sufficient personal liability cover for the activities run by the organisation. The Hirer must report all accidents involving injury to the public to the School Lettings Officer as soon as possible.

STATUTORY REQUIREMENTS

3.18 The Hirer must not do anything or permit any action which would, or might, constitute an illegal or immoral activity affecting the school premises or which would, or might, vitiate in whole or in part any insurance effected in respect of the premises from time to time.

3.19 Where applicable, the Hirer must demonstrate that they have complied with any relevant Safeguarding requirements and must share their safeguarding and child protection arrangements with the School prior to any hiring.

LICENCES AND PERMISSIONS

3.20 The Hirer shall be responsible for obtaining any public licences necessary in connection with the booking and should confirm with the School the licences they hold. Permission or licence must be obtained from the copyright owner, the owner of the sound recordings (if appropriate), and the publisher for any public performance of music, musicals, operas, or stage plays. Hirers are reminded that it is illegal to photocopy music or plays without the express permission of the copyright holder in writing except in certain circumstances. Any infringement of this may result in prosecution.

3.21 The borrowing of music scores or plays from a local library does not constitute permission to perform.

3.22 The Hirer shall indemnify the LGB against all sums of money the School may have to pay because of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

3.23 Regulated entertainment, public music, singing, and dancing can only occur on premises with a Premises Licence authorising entertainment or by applying for a Temporary Event Notice.

3.24 The Lettings Officer must be given at least four weeks' notice of a stage play production.

3.25 For any event that requires such, the Hirer must obtain a Temporary Event Notice from the local Licensing Authority. The requirement is for the notice to be received by the Licensing Authority and the Police a minimum of 10 working days before the planned event but not including the day of the delivery of the notice or the day of the event.

PUBLIC SAFETY

3.26 All conditions of the School's health and safety policy shall be strictly observed. A copy of the policy will be provided when the Hiring is confirmed.

3.27 Nothing shall be done that will endanger the users of the building or invalidate the insurance policies relating to it and its contents. In particular:

a) Obstructions must not be placed in gangways or exits nor in front of emergency exits, which must be available for free public access and exit at all times.

b) The emergency lighting supply must be turned on during the whole time the premises are occupied and must illuminate all exit signs and routes.

c) Fire-fighting apparatus shall be kept in its proper place and only used for its intended purpose.

d) The Fire Brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Facilities Manager.

e) The Hirer is responsible for familiarising him/herself with the procedure for evacuation of the premises, escape routes, and assembly points and shall be familiar with the fire-fighting equipment available.

f) The Hirer is responsible for communicating the information above to anyone attending the event or activity.

g) Performances involving danger to the public shall not be permitted.

h) Highly flammable substances shall not be brought into or used in any part of the premises. No internal decorations of a combustible nature (e.g. polystyrene, cotton, hay, etc.) shall be undertaken or erected.

i) No latex materials, including balloons, may be brought onto the premises.

j) No unauthorised heating appliances shall be used on the premises.

k) No intoxicating liquor other than that permitted under Section 4.

l) All electrical equipment brought onto the premises shall be subject to regular PAT testing and certification provided in evidence. The intention to use any electrical equipment must be notified on the hire application (booking) form. The LGB disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment.

m) Adequate supervision must be provided to maintain order and good conduct, and, where applicable, the Hirer must adhere to the correct adult/minor ratios at all times when these are specified for particular activities, e.g. by national governing bodies of sports, the scouting association, etc.

Signing in and Out

3.27 The person responsible for the Hiring must alert the site staff to their arrival on site and sign in on the form provided by the site staff.

3.28 At the end of the Hiring, the person responsible for hiring should sign out with the site staff using the form provided. In signing, assurance is being given that all participants in the Hiring have left the premises.

Emergency Evacuation Procedure

3.29 It is recommended that the Hirer familiarise themselves with the following information and share it with all under their control as Hirer:

- Fire Evacuation Procedures
- Emergency Lockdown Guidance for the venue that is being hired
- PIN Code for Defibrillator
- Policies that will be shared with the Hirer upon confirmation of the Hiring

1. THE HIRER'S RESPONSIBILITY

4.1 The Hirer is responsible for complying with the terms and conditions of the hiring as laid out in this policy.

4.2 The Hirer must inform the School's Lettings Officer in writing of any fault, damage, or other problems with the premises or equipment encountered during the hiring.

4.3 No part of the premises is to be used other than for the purpose requested.

4.4 No part of the premises requested is to be used for any unlawful purpose or in any unlawful way.

4.5 The premises used must be left exactly as found, with litter put into bins and furniture returned to its original position.

4.6 The School reserves the right to pass on to the Hirer any costs incurred in restoring the premises to its pre-hiring state (e.g., moving furniture back to its original position) and any costs related to damage, cleaning, and/or breakages caused during a hiring.

4.7 The Hirer must demonstrate that they have complied with the DBS Code of Practice and any relevant Safeguarding requirements. The Hirer is required to share their safeguarding and child protection policies and procedures with the School prior to any hiring.

4.8 The Hirer must undertake their own risk assessments for Health & Safety purposes.

First Aid Facilities

4.9 It is the responsibility of the Hirer to make their own first aid arrangements, such as the provision of a first aid kit and first aid training for supervising personnel, particularly in the case of sports hirings.

4.10 There is no legal requirement for the School to provide first aid facilities and use of the School's resources are not permitted except for the defibrillator located inside the Sports Pavillion Entrance. The PIN code will be confirmed by the Lettings Officer.

Furniture and Fittings

4.11 Furniture or fittings shall not be removed or interfered with in any way. Nor shall they be re-arranged except by prior agreement, and they will be subject to reinstatement at the end of each session of use.

4.12 No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted. If any damage to premises or property arises from the hiring, the Hirer shall pay the cost of any required reparation.

4.13 The School reserves the right to pass on to the Hirer any costs incurred in making good damage caused during a hiring. Hall floors are used by children for physical education, and no substance is to be applied to floors to prepare them for dancing or any other activity.

4.14 No footwear liable to damage floors may be worn in school buildings. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the building.

4.15 Where the premises are not left in their original condition, the Hirer will be responsible for paying any costs associated with full reinstatement.

Food and Drink

4.16 No food or drink may be prepared or consumed on the property without the direct permission of the Facilities Manager in line with current food hygiene regulations.

4.17 Where food is served, the Hirer will be asked to provide food preparation certificates for the relevant personnel.

4.18 No nuts or food containing nut products should be brought onto the school premises.

Intoxicating Liquor/Drugs

4.19 No intoxicating liquors are permitted to be bought, sold, or consumed on any part of the premises without the written permission of the Facilities Manager, whose written consent must also be obtained prior to seeking any Temporary Event Notice from the Local Authority for the sale of alcoholic liquor.

4.20 All evidence of intoxicating liquor, including crates and bottles, must be removed from the premises at the end of the hiring.

4.21 No intoxicating drugs are permitted to be brought onto or consumed on the premises. Any person thought to be under the influence of drugs will be refused admittance.

Smoking and Vaping

4.22 Smoking and vaping (using an electronic cigarette) are not permitted on any of the school premises. This includes the entirety of the school grounds.

Betting, Gaming and Lotteries

4.23 Nothing shall be done on, or in relation to, the premises in contravention of the law relating to betting, gaming, and lotteries, and the persons or organisations responsible for functions held in the premises shall ensure that the requirements of the relevant legislation are strictly observed.

Nuisance/Disturbance

4.24 Hirers and organisers of events in or at the school premises are responsible for ensuring that the noise level of their function does not interfere with the other activities within the building nor cause inconvenience for the occupiers of nearby houses or property.

4.25 The Hirer must comply with the school's arrangements for disposal of any rubbish or waste materials. Except in the case of trained guide dogs for the blind and hearing dogs for the deaf, animals shall not be permitted anywhere on the school premises, including the School playing fields.

Sub-Hiring

4.26 The Hirer shall not sub-let the premises, underlet, or share possession with any other parties.

Storage Ancillary to the Hiring

4.27 No goods or equipment should be left or stored on the premises without express permission from the School in writing. The School accepts no responsibility for items left on the premises.

Loss of Property

4.28 The LGB cannot accept responsibility for damage to, or the loss or theft of, Hirer's property and effects. The Hirer is responsible for making their own insurance arrangements if required.

Car Parking

4.29 The Hirer is responsible for providing sufficient adults to supervise the parking and traffic movement of vehicles on site. Cars shall not be parked so as to obstruct the entrance to, or exits from, the School. In particular, the Hirer must ensure that access to the School by emergency vehicles is not obstructed or delayed. Users of the School should avoid undue noise on arrival and departure.

Toilet Facilities

4.30 Access to the School's designated toilet facilities is included as part of the hire arrangements.

Right of Access

4.31 The LGB reserves the right of access to the premises during the hiring (the Facilities Manager or members of the site staff may monitor activities from time to time).

Vacation of Premises

4.32 The Hirer shall ensure that the premises are vacated promptly at the end of the hiring session. The Hirer is responsible for supervising any children taking part in an activity until a responsible adult collects them.

4.33 The contract, constituted by the booking form and King Edward VI Academy Trust Birmingham confirmation thereof, shall be subject to English law and shall be deemed to have been made in England. King Edward VI Academy Trust Birmingham - A Company Limited by Guarantee. Reg. No. 10654935. Registered Office: Foundation Office, Edgbaston Park Road, Birmingham B15 2UD.

Appendix A: Booking Form

Hire Agreement

28 DAYS NOTICE OF HIRINGS MUST BE GIVEN

A charge for the use of school accommodation will be made as agreed with the LGB and stated in the Hiring of School Premises Policy.

Before completing this form, hirers must contact the Lettings Officer to ensure suitable facilities are available and discuss costs and requirements.

PART 1: To be completed by the Hirer

Name of School: King Edward VI Sheldon Heath Academy
Address: Sheldon Heath Road, Sheldon, Birmingham B262RZ
Organisation requesting the Hire of Premises:
Contact Name and Address:
Contact Telephone Number and Email Address:
Purpose of the Hiring:

Confirmed requirements	**TIMES**	**DATES REQUIRED** **From: To:**
	From: To:	
	From: To:	
	From: To:	
	From: To:	
	From: To:	
	From: To:	
	From: To:	
	From: To:	
Does the hiring require the use of electrical equipment? Yes/No		
Please indicate the number of people who will be using the venue as part of this Hire agreement:		

In signing this agreement:

I undertake to comply strictly with the Hiring of School Premises Policy and the Terms and Conditions of Hire.

I confirm that the organisation has insurance coverage as detailed in the Hiring of School Premises Policy, and a copy of the proof of insurance is attached to this booking form.

I confirm that the appropriate checks have been undertaken if the booking involves adults working with children under 18 and/or vulnerable adults. I have demonstrated that I have complied with the DBS Code of Practice and the relevant Safeguarding requirements. I will share my safeguarding and child protection policies and procedures with the School in accordance with the Policy on the Hiring of School Premises and the Terms and Conditions of Hire.

Signed on behalf of the Hiring

Dated

Part 2: To be completed by the school/academy

Signed Hire agreement received	Insert Date:
Copy of Insurance Documentation received	Insert Date:
DBS and Vetting form received	Insert Date:
Safeguarding / child protection policies /procedures reviewed and approved by DSL/Head	Insert Date Reviewed:
Risk Assessment received	Insert Date:
Rate confirmed for hire per hour	Insert Date and Rate:

Signed by the Head/Facilities Manager

Dated

Appendix B: DBS Form

KING EDWARD VI Sheldon Heath Academy

Safeguarding Declaration: Hiring of School Premises

Name of Hiring Organisation:	
Name of Main Contact for the Organisation:	
Role within Organisation:	
Contact Number/email:	

Please complete the following declaration:

The hiring undertaken on the school site involves working with children under the age of 18 or vulnerable adults.

Yes No

If yes:

I confirm that the organisation has completed the appropriate safeguarding and vetting checks for all adults who are working with children and/or vulnerable adults. I have demonstrated that I have complied with the DBS Code of Practice and the relevant Safeguarding requirements. I have shared my safeguarding and child protection policies and procedures with the School.

Name (Please print):	
Signed:	
Date:	

Please return this form marked for the attention of Mr J Ashford – Facilities Manager