Premises Hire Policy

Approved by:	Trust Executive
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1. Aims and scope

The aims of this policy are to:

- Make sure our schools' premises and facilities can be used, where appropriate, to support community or commercial organisations, in accordance with the articles of association of the trust
- 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 trust's, and the school's, primary purpose of providing education to its pupils
- Hire out facilities in a way that is safe, following government guidelines and relevant risk assessments

2. Areas available for hire and charges

2.1 Available areas

We will permit the hire of the following areas:

- School hall
- MUGA and Playground

2.2 Capacity and charging rates

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

AREA	CAPACITY	COST
School hall	60 Seated 100 Standing	£25 per hour
MUGA and Playground	100	£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. These rates are prepared and approved by the School Finance Lead and the Chief Financial Officer for the Trust.

The headteacher will consider all enquiries and the levels of costs involved before granting a booking. The headteacher will account for any additional costs that may be incurred as a result of the lettings, such as overtime to premises staff, additional cleaning fees etc. If the additional costs are greater than the income due, then the letting will not be approved.

3.2 Cancellations

The school reserves the right to cancel any agreed hiring with a minimum of 7 days' notice apart from extenuating circumstances beyond School's control.

A full refund will be issued if the school does cancel a hire. Neither the school nor the trust shall 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.

3.3 Review

The specific charges levied will be reviewed annually by the Chief Financial Officer in conjunction with the Trust Executive Team.

The revenue raised from hiring out will be reviewed by the Headteacher and Finance and will be fed into the school's financial reporting to the trust, to ensure best value is being achieved.

4. Application process

Those wishing to hire the premises should contact the relevant school office to request a hire request form as set out at appendix A.

The hire request form should be completed together with the terms and conditions of hire as set out at Appendix B and submitted to the school office. Approval of the request will be determined by the Headteacher.

The school's business or finance manager or other designated person with responsibility for lettings shall ensure that a Lettings Agreement (Appendix A) and Terms and Conditions (Appendix B) are completed by the Hirer.

The school reserves the right to decline any applications in its absolute discretion, in particular where the organisation does not uphold the values of the school, or reputational damage may occur.

If the request is approved, the school will contact the hirer with details of how to submit payment and make arrangements for the date and time in question. The school will also send on details of the emergency evacuation procedures and other relevant health and safety documents. The hirer will also need to provide proof of their public liability insurance. A model approval letter is included in Appendix C.

5. Safeguarding

The Great Learners Trust is dedicated to ensuring the safeguarding of its pupils at all times. It is a requirement of hire that hirers abide by the trust's requirements in respect of safeguarding. Any failure from the hirer in this respect will result in the hire being terminated with immediate effect.

It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space.

If there is a chance that those hiring the premises will come into contact with 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), the school will ask for confirmation that the hirers have had the appropriate level of DBS check.

The hirer will be required to have appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide copies of these policies on request to the school.

The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact [insert appropriate contact details of designated individual] as soon as reasonably practicable.

The hirer understands that if the school or trust receives an allegation relating to an incident where an individual or organisation is using the school premises for running an activity for children, the school will follow its usual safeguarding procedures and inform the local authority designated officer (LADO).

In addition to the above, the school may also request for confirmation and/or information for regular or frequent hires as follows:

- A list of the names and addresses of adults regularly attending and a lone working policy where applicable
- Adults regularly attending have been DBS cleared and can be evidenced upon request
- Where relevant, the organisation has Ofsted registration

6. Monitoring arrangements

The application of this policy is monitored by GLT's Estates and Facilities Director in conjunction with GLT's central team and headteachers.

Copies of all hirer paperwork will be retained in a central location by each school for at least six-years plus current year. Please refer to GLT's records retention policy.

This policy will be reviewed by the central team and any updates to this policy will be shared with the Trust Board and local governing boards.

All relevant persons are required to familiarise themselves with the workings of this policy as part of initial implementation and every twelve-months thereafter as an ongoing requirement.

7. Links to other policies

- Health and Safety Policy
- School Risk Assessment Policy
- Records Retention Policy
- Asbestos Management Plan

Appendix A - Application for the Hire of Facilities

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. If you have any questions, please contact the headteacher via the school office: office@gkglt.co.uk

Please note: Applications to hire educational premises are required to be made by completing this form and returning it to the School at least 7 days before the period of hire required.

Name of Hirer/Organisation: Company/Organisation Number: Contact address: Tel number: Email: Website: **Name of person responsible for the Hire/Organisation** Name: Phone: Mobile:
Purpose/activity of organisation:
Facilities required for hire: Sport/Activity undertaken: Number of expected participants:
Day(s) of Hire: Start time: Finish time: No. of Hours: Frequency of hire (delete as appropriate) Daily / Weekly / Monthly / Other Period of hire: (DD/MM/YY) Start date: End date:
Safeguarding Children and Young Adults Definition – Any hire that is attended by children or young adults under the age of 18 years. Children and Young Adults will attend and/or participate in the hire? **Yes/No (delete as appropriate)** **Hire will not be confirmed without declaration of DBS checks if applicable.** **Please provide confirmation and details of the safeguarding and child protection arrangements you have in place:**
Named person responsible for Health and Safety during hire period: **Contact number during session:**

First aid certificate: enclosed/to follow (delete as appropriate)
Is the Hirer intending to sell any foods, goods, refreshments or alcohol at the Premises? **Yes / No (delete as appropriate)** **(If yes, see terms and conditions of hire)**
Will the Hirer conduct public entertainment? Yes / No (delete as appropriate) If yes, the hirer/organisation may be required to apply for and submit copies of PPL, MCPS or PRS licences.

All sections of the form must be completed and returned to the school. The school contact details are:

office@gkglt.co.uk

Hirers are required to note the following:

- The terms and conditions are an integral part of this agreement, as found under Appendix B of the Lettings Policy. Hirers must satisfy themselves that they are fully aware of them, and by signing they undertake to observe and perform the requirements as set out therein;
- Until such time as the signed hire agreement is received by the school, together with any deposit or payment required, there is no firm booking with the school for the hire. This means that the school is free to accept alternative bookings for the facilities without any obligation to the hirer.

Payment terms

- Payment is required in advance of the booking, no later than 7 days prior to the start date
- Payment must be made by BACS transfer to the school's designated account:

  (*insert school bank sort code and account details here*)
- When making payment, please quote the invoice number followed by the school name as reference
- Cash payments are not accepted

Declaration of hirer

I acknowledge and agree to the following:

- I have received and read a copy of the terms and conditions governing hire and understand them
- I understand the school may update its policy and booking terms during the period of my letting, and I will be notified of any changes
- I agree to abide by the school's policy and booking terms and to pay all sums due in full
- I agree to pay for the cost of reinstatement for any damage to property caused as result of this hire
- I understand that I must return all keys on the agreed date of my final booking
- I confirm that I am authorised signatory for the organisation affecting the hire and that I am duly empowered to enter into this agreement

Signature of hirer/authorised representative of the Hirer: ..……

Print Name:……..

Date:…….

Appendix B

Terms and Conditions of Hire for Great Kimble C of E School

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.

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 trust, and shall not be entitled to set off any amount owing to the trust against any liability, whether past or future, of the trust 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 trust 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 trust will result in the immediate termination of the licence.

7. The trust 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.

9. The hirer must take out its own public liability insurance with a reputable insurer approved by the school and, where requested by the trust, shall provide of copy of the relevant insurance certificate to the trust no less than 7 days before the start date of the licence.

10. 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 trust in relation to the premises.

11. The hirer shall indemnify and keep indemnified the trust from and against:

a) Any damage to the premises or trust equipment;

b) Any claim by any third party against the trust; 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 trust 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 trust by the hirer under the licence.

13. The school reserves the right to cancel any letting if the accommodation is required for urgent official or school business. In these circumstances, every effort will be made to advise the hirer as soon as possible

14. Any cancellations made by the school will be refunded/rescheduled in conjunction with the hirer.

15. Any cancellations by the hirer received with less than 7 days notice will not be refunded.

16. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.

17. 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.

18. The hirer will clean the premises after use.

19. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without the prior written agreement from the trust.

20. Images, recordings or any other media taken of the facilities for print, visual or social media must first be approved by making an application to the school's representative

21. No smoking, including vaping and/or the use of e-cigarettes are allowed on the premises.

22. If the hirer breaches any of the terms and conditions, the trust reserves the right to terminate the licence and retain any fees already paid to the trust, without affecting any other right or remedy available to the trust under the licence or otherwise.

23. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.

24. Hirers are responsible for the safety and security of the areas that they operate in and for instructing and restricting access to non-hire areas.

25. 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.

26. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running.

27. All portable electrical items used on the premises, must be tested and certified as compliant with current Portable Appliance Testing regulations.

28. If the hirer intends to organise a public performance or entertainment, or performance of music, singing or dancing to which members of the public are to be permitted, hirers must consult the school's representative in advance to ensure that the school's premises are adequately licensed for the purpose before submitting an application.

29. Alcohol must not be sold or consumed on the premises unless specific approval has been given by the headteacher or their nominated representative **(Insert name).** If approval is given for the sale or consumption of alcohol liquor, the responsibility for obtaining the necessary licence rests upon the hirer

30. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.

31. The premises hire policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation letter issued by the trust shall apply to and are incorporated in the licence.

32. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.

33. The trust 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 licence

Signature of hirer/authorised representative of the Hirer: ..……

Print Name:……..

Date:…….

Appendix C

Model template for approval of hire Great Kimble C of E School.

Dear [contact name]

Thank you for submitting your hire request form to us.

We're pleased to say [insert area] you've requested is available on the date(s) and time(s) of your request and we'd be happy to grant a non-exclusive licence to you to use the area for the purpose set out in your request form, subject to the enclosed terms and conditions/terms and conditions already provided to you.

Based on the length of time and area requested, the full amount for the hire will be [insert amount and where relevant, explain that this includes an additional cleaning fee if applicable]. You can pay us by [insert payment method(s) and details here]. We request full payment of the fee by [insert date].

We'll also require you to submit to us:

- Proof of your public liability insurance
- Specify any other documents you'll require when someone hires the premises

We've attached the following documents:

- Details of emergency evacuation procedures in the event of a fire/similar emergency
- Specify any other documents you'll want to make sure the hirer is familiar with (e.g. health and safety policy)

Please make sure you're familiar with these before the date of hire.

You can contact [named contact and details] with any questions about hiring the premises.

You may wish to have an additional 'out of hours' contact/contact details for when the hire is happening if the person is hiring the premises outside of school hours, unless you plan to have a member of staff on site to support with any issues.

Kind regards,

[staff member]