



Thongsley Fields Primary & Nursery School

Premises Hire Policy

Premises

Version: 2

Reviewed: January 2024

Approved: Resources Committee

Date: Spring 2024



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1. Aims and scope

This policy aims to ensure that:

- the school's premises and facilities can be used, where appropriate, to support community or commercial organisations.
- the school's premises can be hired without using the school's delegated budget to subsidise this.
- charges for the use of the premises cover the costs of hire and, where appropriate, can be used to raise additional funds for the school.
- any hiring of the school's premises does not interfere with the school's primary purpose of providing education to its pupils.
- the school's premises and facilities are hired in a way that is safe, follows government guidance, Trust principles and the school's risk assessment(s).

2. Areas available for hire

2.1. Available areas

The school may permit the hire of the following areas:

- Large Hall
- Small Hall
- Community Rooms (Bluebell and/or The Hive)
- Classrooms
- Library
- Forest School areas
- Playing Field
- Playground(s)

2.2. Capacity and charging rates

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

AREA	CAPACITY	COST (UNTIL AUG 2023)	REVISED COST (FROM SEPT 2024)
Large Hall	50 people (dependent on activity) Maximum capacity is 200 (e.g. for a seated, presentation type event)	£15 per hour	£16 per hour
Small Hall	30 people (dependent on activity) Maximum capacity is 100 (e.g. for a seated, presentation type event)	£12 per hour	£14 per hour

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AREA	CAPACITY	COST (UNTIL AUG 2023)	REVISED COST (FROM SEPT 2024)
Community Rooms (Bluebell and/or The Hive)	Maximum capacity 15 (e.g. for small dance groups requiring space to move) Maximum capacity 25 (e.g. for seated activities)	£10 per hour	£12 per hour
Classrooms	Maximum capacity 30	Not currently let	£12 per hour
Library	Dependent on activity	Not currently let	£12 per hour
Forest School areas	Dependent on activity	Not currently let	£12 per hour
KS1/KS2 Playgrounds, Playing Field (with or without access to toilets)	Dependent on activity	Not currently let	£12/£14 per hour

3. Charging rates and principles

3.1 Rates

The rates for hiring out the different areas of our school are listed in the table in the section above. We may decide that certain organisations or activities can use the premises for a reduced rate, or sometimes free of charge, if it supports the core aims of the school.

We may also decide to impose an additional cleaning fee on top of the hiring rates.

3.2 Cancellations

We reserve the right to cancel any agreed hiring with a minimum notice of 7 days.

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 notice of 7 days. If less notice than this is given, the licensee shall not be entitled to a refund.

Longer term, regular periods of hire are subject to a 4 week notice period.

3.3 Review

The revenue raised from hiring the school's premises will be reviewed by the Office Manager and Headteacher to ensure best value is being achieved. All revenue will be reported in the school's financial records.

4. Application process

Those wishing to hire the premises should contact the school office in the first instance to discuss their requirements. Prospective hirers will be asked to complete and sign a hire request form which can be found in appendix 1 of this policy or separately using this link. The school's terms and conditions of hire, set out in section 5, **must be read before submitting the above form.**

Approval of the hire request will be determined by the Headteacher in liaison with the school's Office Manager and caretaker.

If the request is approved, the school will contact the hirer with details of how to submit payment(s) and make arrangements for the hire on the date(s) and time(s) agreed. Details of the school's emergency evacuation procedures and other relevant health and safety documents are available on the school's website. The hirer is responsible for ensuring that these documents are read and clearly understood prior to the date or period of hire.

Hirers are also responsible for providing proof of suitable public liability insurance at least 10 working school days prior to the date or period of hire.

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 or reputational damage may occur.

5. Terms and conditions of hire

The following terms and conditions must be adhered to when hiring the school premises. Any breach of these terms will result in cancellation of current and any future hires without refund.

- The "hirer" means the person or entity identified in the relevant hire request form.
- The hirer shall pay the full amount as stipulated by the school, 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.
- 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.
- The hirer shall not sub-licence any of the premises under the licence.
- 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.
- Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the licence.
- The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.
- 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.

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- The hirer must take out its own public liability insurance with a reputable insurer approved by the school and shall provide a copy of the relevant insurance certificate no less than 10 working school days before the start date of the licence.
- 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.
- The hirer shall indemnify and keep indemnified the school from and against:
 - any damage to the premises or school equipment;
 - any claim by any third party against the school; and
 - 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.
- 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.
- Any cancellations by the school made with at least 7 days' notice will be refunded.
- Any cancellations by the hirer received with less than 7 days' notice will not be refunded.
- Longer term, regular periods of hire are subject to a 4 week notice period.
- The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
- 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 without prior written agreement from the school.
- The hirer will ensure that any equipment brought onto the school premises is clean and in a good, safe working condition. Hirers are responsible for ensuring that the premises are left clean and tidy after use.
- The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior written agreement from the school.
- 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.
- The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
- 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.
- The hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running.
- The hirer shall comply with all applicable laws and regulations relating to its use of the premises.

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- The school's premises hire policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation letter issued by the school shall apply to and are incorporated in the licence.
- This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
- The school 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.

6. Safeguarding

The school is dedicated to ensuring the safeguarding of its pupils at all times. It is a requirement of hire that hirers abide by the schools' 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 effective safeguarding measures are in place while hiring the school premises.

If there is a chance that those hiring the premises will be in 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), we will ask for confirmation that the hirers (including all adults using the school premises as part of the hire) 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 no less than 10 working school days before the start date of the licence and/or on request by the school.

The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, the hirer will contact the school's Safeguarding Team using the details available on the school's website, as soon as reasonably practicable and no less than 24hrs from occurrence.

The hirer understands that if the school receives an allegation relating to an incident where an individual or organisation is using our school premises for running an activity for children, we will follow our usual safeguarding procedures and inform our Local Authority Designated Officer (LADO).

7. Monitoring arrangements

The school will review and update this policy when the guidance on which it is based changes, or when this version of the policy otherwise stops being applicable.

Any updates to this policy will be shared with the school's Local Advisory Board.

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Appendix 1: Hire request form

Before completing a request to hire our premises, please familiarise yourself with our terms and conditions and rates of hire which you can find in sections 2 and 5 of this policy. If you have any questions, please contact the school office in the first instance.

Name of applicant/organisation and company number (where applicable)	
Applicant contact details	Address: Phone no: Email address:
Preferred method of contact	
Purpose/activity of organisation	
Part of the premises requesting to be hired	
Date and time of first hire	
Is this a recurring request, or one off? If recurring, indicate the frequency and number of occurrences (e.g. weekly, 10 weeks)	
Number of expected participants in the activity	
Additional equipment you will require from the school (please note we may not always be able to provide this, but will inform you where this is/is not possible)	

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Additional equipment you will be providing yourself	
Confirmation and details of the safeguarding and child protection arrangements you have in place	

By signing below, I agree to the terms and conditions set out in the school's premises hire policy.

Name _____ Date _____

Signature _____

Please return this form via email to the school office. We will contact you as soon as possible to inform you if your application is successful, and if so, details of the full cost and documents that will need to be shared.