

# St James CE Primary School



## Premises Hire Policy

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**Owner:** CEO

**Category:** Public

**Next review:** 07/24

**Approver:** Trust Board

**Type:** Local

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### In this document:

- “the Trust” means the [Vale Academy Trust](#), its schools and its other operations and settings.
- “we”, “us” and “our” means the Trust.

### 1. Scope of this policy:

This Premises Hire Policy is primarily designed to cover the hire of school premises outside of normal school hours and other Trust premises outside of normal business hours.

For other arrangements, for example when a person or organisation wishes to use school/Trust premises on a full-time basis, or otherwise frequently during normal school/business hours, a discussion must first be held with the CEO of the Trust in order to ensure that an appropriate contract is in place. Such discussions must take place when first setting up the arrangements and before each renewal.

### 2. Aims

As part of the Trust we aim to:

- Make sure our premises and facilities can be used, where appropriate, to support community or commercial organisations
- Allow the hiring of the premises without using our budget to subsidise this
- Charge for the use of the premises to cover the costs of hire and, where appropriate, raise additional funds
- Not let any hiring out of the premises interfere with the Trust’s primary purpose of providing education
- Ensure that hiring out of the premises complies with [Keeping Children Safe in Education](#) and our safeguarding and child protection policies, procedures and principles

### 3. Areas available for hire

#### 3.1 Available areas

We will permit the hire of the following areas:

- School hall
- Classrooms
- Playing fields
- MUGA

#### 3.2 Capacity and charging rates

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

AREA	CAPACITY	COST
	Enter the capacity for the area here, clarifying the seating/standing difference where necessary	Enter the cost and unit (e.g. per hour/per 30 minutes/per evening) here
School/community hall	Standing = 198 people Seated = 99 people	Indicative charge £30 per hour £20 per half hour (but variable charge dependent on event and numbers)
Classrooms	30	Variable charge dependent on event and number
Playing fields	Variable dependent on event	Variable charge dependent on event
MUGA	Variable dependent on event	Variable charge dependent on event

### 4. Charging rates and principles

#### 4.1 Rates

Indicative rates for hiring out different areas are listed in the table above. We may vary our fees subject to our caretaking and other support costs which can be affected by staff availability, time of year, day of week, time of day etc. The final rate will be confirmed before a hirer is asked to commit.

We may decide that certain organisations or activities can use the premises for a reduced rate, or free of charge, if it supports the core aims of the Trust. Decisions of this nature will be made by the headteacher in the case of a school, or the Chief Executive of the Trust for other settings. Decisions of this nature will be subject to review by the Local Governing Body or the Trust Board, as appropriate for the setting.

#### 4.2 Cancellations

We reserve the right to cancel any agreed hiring with a minimum of 3 days notice. A full refund will be issued if we do cancel a hire. We 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 of 14 days notice. If less notice than this is given, the licensee shall not be entitled to a refund.

### **4.3 Review**

The revenue raised from hiring out will be reviewed by the Headteacher and will be fed into our regular financial reporting, and be subject to review by the Local Governing Body or the Trust's Board, as appropriate, to ensure best value is being achieved.

## **5. Application process**

Those wishing to hire the premises should fill out the hire request form, which you can find in appendix 1 of this policy, and read the terms and conditions of hire set out in section 5.

The hirer should fill out and sign the hire request form and submit it to school Office. Approval of the request will be determined by the Headteacher.

If the request is approved, we will contact the hirer with details of cost and how to submit payment, and make arrangements for the date and time in question. We will also send on details of fire and emergency evacuation procedures, first aid and other relevant health and safety documents. The hirer will also need to provide proof of their public liability insurance.

Depending on the nature and size of the event, we may decide that an appropriate risk assessment is carried out before the hirer uses the premises.

We reserve the right to decline any applications at our absolute discretion, in particular where the organisation does not uphold our values, or where reputational damage may occur.

When bookings are made, we require payment in full and up front, unless alternative arrangements have been made.

## **6. Terms and conditions of hire**

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

1. The "hirer" and "licensee" means the person or entity identified in the relevant hire request form.
2. "We", "us" and "our" means the Vale Academy Trust (the "Trust").
3. The hirer shall be age 18 or over.
4. The hirer must not represent or otherwise be connected with any organisation with an extremist or unlawful background, nor shall any hirer use the premises to discuss or promote any extremist or unlawful ideology or activity.
5. The hirer shall pay the full amount as stipulated by us, and shall not be entitled to set off any amount owing to us against any liability, whether past or future, of ours to the licensee.
6. 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 us by this licence.
7. 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. The hirer shall not sub-hire or use the School Facility or allow the School Facility to be used for any unlawful purpose or in any unlawful way, nor do anything or bring anything into the School Facility which

may endanger the same or render invalid any insurance policies of the School Facility.

8. Any additional uses of the premises not agreed in writing by us will result in the immediate termination of the licence.
9. We shall retain control, possession and management of the premises and the hirer has no right to exclude us from the premises.
10. 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 and must take out its own public liability insurance with a reputable insurer approved by us and, where requested by us, shall provide a copy of the relevant insurance certificate no less than 14 days before the start date of the licence.
11. 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 us in relation to the premises.
12. The hirer shall indemnify and keep the Trust indemnified from and against:
  - a. any damage to the premises or equipment;
  - b. any claim by any third party against us; 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
13. 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, we 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 us by the hirer under the licence.
14. Any cancellations by the hirer received with less than 14 days notice will not be refunded.
15. Any cancellations we make with at least 3 days notice will 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 shall not display any advertisement, signage, banners, posters or other such notices on the premises without our prior written agreement.
19. If the hirer breaches any of the terms and conditions we reserve the right to terminate the licence and retain any fees already paid to us, without affecting any other right or remedy available to us under the licence or otherwise.
20. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
21. 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.
22. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running.
23. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.

24. This premises hire policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation letter issued by us shall apply to and are incorporated in the licence.
25. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
26. We 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.

## **7. Safeguarding**

We are dedicated to ensuring the safeguarding of all children in our care or those using our premises.

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

The hirers shall ensure that they have adequate and up to date child protection policies and procedures in place including but not limited to an adequate safeguarding policy when your booking attendees include children and/or vulnerable adults, and ensuring adequate supervision of these children and vulnerable adults at the School Facility. These policies and procedures must be robust and take into account usage of the School Facility by other bookings with adult attendees. They must also ensure that they and any and all other persons likely to have contact with the children and vulnerable adults during their booking have obtained enhanced Disclosure and Barring Service checks, and all other necessary checks, prior to the event taking place.

## Appendix 1: Hire request form

Before filling out a request form, please familiarise yourself with our terms and conditions for the hire of our premises, our rates of hire, and safeguarding principals, which you can find in sections 3, 6 and 7 of this policy. If you have any questions, please contact the office:

[office@stjamesce.vale-academy.org/](mailto:office@stjamesce.vale-academy.org/) 01235 868232

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	
Are you age 18 or over	Yes or No
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 us (please note we may not always be able to provide this but will inform you where this is/is not possible)	
Additional equipment you will be providing yourself	

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

Name (in CAPITALS): \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Please return this form via email to [office@stjamesce.vale-academy.org](mailto:office@stjamesce.vale-academy.org). We will be in touch to inform you if your application is successful, and if so details of the full cost and documents that will need to be shared.