

Premises Hire Policy

St Mary & St John Primary School



**Approved by: Finance,
Staff & Premises
Governors**

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Contents

1. Aims	2
2. Areas available for hire	2
3. Charging rates and principles	3
4. Application process.....	3
5. Terms and conditions of hire	4
6. Safeguarding	5
Appendix 1: Booking form	6
Appendix 2: Safeguarding Checklist	8

1. Aims

We aim to:

- Make sure the school's premises and facilities can be used, where appropriate, to support community or commercial organisations
- 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 school's primary purpose of providing education to its pupils

2. Areas available for hire

2.1 Available areas

The school will permit the hire of the following areas:

- Sports hall – one large hall, one smaller hall
- Classrooms
- Food Tech Room
- Music Room
- Playing fields/playground

2.2 Capacity and charging rates

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

AREA	CAPACITY	COST
Sports hall - large	16m x 11m	£30.00 per hour
Sports hall - small	12m x 7m	£20.00 per hour
Classrooms	Various sizes – capacity 30-40 people	£15.00 per hour
Food Tech Room	For cookery, 12-15 people	£15.00 per hour
Music Room	4-5 people	£10.00 per hour
Playing fields/playground	Various – large school field and various outdoor areas	From £15.00 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. 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 school.

3.2 Cancellations

We reserve the right to cancel any agreed hiring with a minimum of 5 days notice. 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 of 5 days notice. If less notice than this is given, the licensee shall not be entitled to a refund.

3.3 Review

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

4. Application process

Those wishing to hire the premises should fill out the hire booking 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 booking form and submit it to the school office. Approval of the request will be determined by Kristy Bailey, School Business Manager.

If the request is approved, we will contact the hirer with details of how to submit payment and make arrangements for the date and time in question. We 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.

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 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 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.
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 school 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 school will result in the immediate termination of the licence.
7. The school 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 and must take out its own public liability insurance with a reputable insurer approved by the school and, where requested by the school, shall provide of copy of the relevant insurance certificate no less than 5 days before the start date of the licence.
9. 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.
10. The hirer shall indemnify and keep indemnified the school from and against:
 - a. any damage to the premises or school equipment;
 - b. any claim by any third party against the school; 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
11. 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.
12. Any cancellations by the hirer received with less than 5 days, notice will not be refunded.
13. Any cancellations by the school made with at least 5 days, notice will be refunded.
14. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
15. 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.
16. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without the prior written agreement from the school.
17. 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.

18. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
19. 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.
20. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running.
21. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
22. 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.
23. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
24. 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 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), we will ask for confirmation that the hirers have had the appropriate level of DBS check.

We require that all hirers complete and return to the school office, the safeguarding checklist (see appendix 2).

Appendix 1: Hire booking form

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, which you can find in sections 2 and 5 of this policy. If you have any questions, please contact Kristy Bailey, School Business Manager.

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 hire (number of hours)	
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)	
Additional equipment you will be providing yourself	

Do you have your own public liability insurance? YES/NO

If not, we will charge you 10% of the total hire cost and you will be covered by Oxfordshire County Council's insurance whilst using the school premises.

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 finance@ssmj.oxon.sch.uk or to the school office at Meadow Lane, Oxford OX4 1TJ. 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.

Appendix 2: Safeguarding Checklist

NAME OF ORGANISATION

All lettings are required to have a Child Protection Policy. In order for the school and its Governors to be certain that the appropriate safeguarding procedures are in place for any activities that take place on site that are not run by the school staff, it is necessary that the person(s) using the premises provide evidence of every item in the checklist below. This evidence will be checked by the School Business Manager before any such activity can proceed. Long term lettings will need to provide updated evidence each year at the start of the new academic year upon request from the School Business Manager.

CHECKLIST OF MAIN SAFEGUARDS TO HAVE IN PLACE :

DOES YOUR GROUP HAVE?	YES	NO	ACTION NEEDED & WHEN
A child protection policy and a procedure for what to do if there are concerns about a child's welfare			
A certificate proving that at least one member of staff has received Safeguarding training			
A rigorous recruitment and selection process for paid staff and volunteers that work with children			
A written code of behavior which outlines good practice when working with children			
A training plan and regular opportunities for all those with contact with children to learn about child protection			
A whistle blowing policy – an open and well-publicised way for adults and young people to voice any concerns about abusive or unethical behaviour			
Information for young people and parents/carers about the child protection policy and where to go for help			
Guidance on internet use : new technology safety, guidance on use of photographs, video, digital equipment and websites, including chat rooms			
Policies on bullying and processes for dealing with complaints and taking disciplinary action where necessary			
A certificate proving that at least one adult present has an OFSTED recognised 'Paediatric First Aid' qualification if the letting involves persons under the age of 11 being on site.			

Signed (and name): Date:

CHECKED BY SCHOOL BUSINESS MANAGER