



# Premises hire policy and procedure (including the Hirers agreement and Terms and Conditions)

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## I. 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 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 Areas available with capacity and charging rates

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

Area	Capacity	Cost
Sports hall	300 People seated 40 People training dependant on activity	£30.00 Per Hour Monday to Saturday Sunday and Bank Holidays on Request
Drama Studio	32 People	£30.00 Per Hour Monday to Saturday Sunday and Bank Holidays on Request
Library	32 People, Seating Available	£30.00 Per Hour Monday to Saturday Sunday and Bank Holidays on Request
Classrooms	16 Tables and 32 Chairs Per Classroom, 32 People	£30.00 Per Hour Monday to Saturday Sunday and Bank Holidays on Request
Gymnasium	100 People seated 30 people training dependant on activity	£30.00 Per Hour Monday to Saturday Sunday and Bank Holidays on Request
Playing fields	Sports activity dependant	£30.00 Per Hour Monday to Saturday Sunday and Bank Holidays on Request

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Area	Capacity	Cost
Kitchen	5 People	£30.00 Per Hour Monday to Saturday Sunday and Bank Holidays on Request
Main hall	Maximum 220 people seated	£30.00 Per Hour Monday to Saturday Sunday and Bank Holidays on Request

### 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. The rates are reviewed on an annual basis and the school will give the hirer 28 days' notice in writing of a variation to the rate.

#### 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 may cancel the booking. The following refund schedule will be used:

- 15 days or more 90%
- 8 to 14 days 50%
- 0 to 7 days 0% (No refund)

#### 3.3 Review

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

#### 3.4 Ending the agreement

The school may end this agreement by giving the Hirer one month's written notice to expire at any time or by immediate notice if the Hirer breaches this agreement.

### 4. Privacy notice /maintaining a hirer register

Each school will maintain a hirer register, under the legal basis of Contract, from details provided on the Hirer Request Form, that includes;

- Hirer Name and contact details
- Date of hire/ first hire
- Current charges

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- Whether a key has been given

For hiring sessions during school operational hours OR where an organisation or an individual wish to provide a service or activity to children\*, we will also hold, under the legal basis, Legal Obligation;

- Letter of assurance with regards to Safer Recruitment and a DBS check
- Confirmation that hirer has followed Keeping Children Safe in Education and a copy of a Child Protection & Safeguarding policy

\*for example community groups, and sports associations

For hiring sessions that deliver directly to our pupils, and not under direct supervision of our staff we will hold, under the legal basis, Legal Obligation;

- A DBS number; and we will carry out a check and will be held on the school Single Central Record

This information is held for the booking plus one academic year.

## 5. Application process

Those wishing to hire the premises must 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 6, 7, 8, 9.

The applicant who signs the form must be over 21 years of age. Proof of age may be required.

The hirer must fill out and sign the hire request form and safeguarding statement (if applicable) and submit it to the school office or via email to:

office.4127@fitzharrys.oxon.sch.uk. Approval of the request will be determined by the Site Manager and the Senior Leadership Team.

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.

Payment must be made before the booking.

For a regular booking you will be invoiced at the end of every month. You will then be required to settle the account within 28 days.

We will also send on details of the emergency evacuation procedures and other relevant health and safety documents.

**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.**

## Linked documents

This policy and procedure must be used in conjunction with

- Premises Hire confirmation letter
- Premises Hire Charging Guidelines

You may also need

- Security and Key holder policy and procedure
- Asbestos Management Plan and Register

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## 6. 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 license 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 and shall provide of copy of the relevant insurance certificate no less than **10 days** before the start date of the licence. Where the hirer does not have their own insurance, this may be waived in exceptional circumstances on the basis that the Trust has Hirer's liability insurance. Written agreement must be given by the Headteacher for the hire of premises by a hirer without public liability insurance.
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 school will be refunded.

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13. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
14. The hirer must ensure that adequate supervision is available at all times and see that no unauthorised persons are permitted to enter the premises.
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. The hirer will make no alterations or additions to the premises.
18. Furniture or equipment belonging to the hirer may be left or stored on the premises if this has been agreed with the school in writing in advance and can be stored safely. Written agreement must be given by the Headteacher outlining any storage arrangements.
19. 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.
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 is responsible for acquiring all appropriate additional licenses for any activities they are running, where these are required. This includes but is not limited to use of any third-party intellectual property (unless the establishment owns an annual licence), food hygiene certification for the sale of food, and liquor licence for the sale of alcohol.
  - Leisure and Entertainment Licence: obtainable from the appropriate District Council
  - Liquor Licence: obtainable from the appropriate District Council
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. 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.
25. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
26. 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.

## 7. Safeguarding

The school is dedicated to ensuring the safeguarding of its pupils, and all children, at all times.

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We are required by Keeping Children Safe in Education that where **services or activity are provided by another body to children**, regardless of whether they are children who attend the school, we must seek assurance that the hirer concerned has appropriate safeguarding and children protection and procedures in place, that we can inspect. This will include assurances of following Safer Recruitment processes and appropriate level DBS checks. This information will be stored on our Hirer Register for the duration of the booking.

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 must seek assurance that the hirer concerned has appropriate safeguarding and children protection and procedures in place, that we can inspect. This will include assurances of following Safer Recruitment processes and appropriate level DBS checks. This information will be stored on our Hirer Register for the duration of the booking.

If you are hiring the premises to deliver sessions to our pupils, for example music lessons, after school clubs, and would not be under direct supervision of the school, we will require an Enhanced DBS check. This information will be stored on our Single Central Record for the duration of the booking.

## 8. Health and Safety

Any incidents and accidents must be reported as soon as possible and will be recorded in our Accident and Incident recording system.

Any breakages must be reported as soon as possible and made good or may be charged for.

If there is asbestos in the area you have hired, you will be informed of this.

School equipment may not normally be used, but this restriction may be waived in special circumstances. Where written agreement is given by the Headteacher for the use of school equipment, the hirer must accept responsibility for using it at their own risk. Any damage or faults must be reported as soon as possible and may be charged for or made good.

In addition:

- Alcohol may not normally be consumed on the Trusts premises, but this restriction may be waived in special circumstances. Where written agreement is given by the Headteacher for the consumption or sale of alcohol, the hirer must accept responsibility for compliance with the licensing laws where relevant.
- Smoking is prohibited on site.
- Emergency exits, fire extinguishers, alarm points are not to be obstructed.
- Adequate walkways are available to allow free and easy access and egress.
- No gas cylinders or canisters are used inside the premises or on school grounds.
- Combustible materials are not placed adjacent to heat sources.
- Equipment is used for the purpose for which it was designed.
- Electrical equipment brought in by the hirer is PAT tested and complies with the British standards then applicable.
- Flammable or hazardous substances are not to be used.
- No open fires, candles or unauthorised electrical equipment will be used on the Premises. Please note: where appropriate i.e. an established fire pit, controlled fire will be allowed based on a hirer completed risk assessment provided to the school, in advance.

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- Noise levels must be contained to a reasonable level at all times and particular attention must be given not to cause any nuisance or disturbance to neighbours.

## **9. Security and Key Holder**

If you have requested a key and/ or security codes to lock and unlock, and this permission has been granted, you must, in addition to this hirer agreement, complete a Key Holder form.

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## Hire request 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 **6, 7, 8 and 9 of this policy**. If you have any questions, please contact The Site Manager by email to: office.4127@fitzharrys.oxon.sch.uk

Name of applicant/organisation and company number (where applicable)	Click or tap here to enter text.
Applicant contact details	<b>Address:</b> Click or tap here to enter text. <b>Phone no:</b> Click or tap here to enter text. <b>Email address:</b> Click or tap here to enter text.
Preferred method of contact	Click or tap here to enter text.
Purpose/activity of organisation	Click or tap here to enter text.
Will you be providing a service or activity to children? <b>OR</b> Will your booking will be during school hours?	<i>If Yes, please attach your Safeguarding and Child Protection policy and procedure. In addition, please sign the safeguarding statement below.</i> Click or tap here to enter text.
Part of the premises requesting to be hired	Click or tap here to enter text.
Date and time of first hire	Click or tap here to enter text.
Is this a recurring request, or one off? If recurring, indicate the frequency and number of occurrences (e.g. weekly, 10 weeks)	Click or tap here to enter text.
Number of expected participants in the activity	Click or tap here to enter text.

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Will you be providing proof of Public Liability Insurance? Or would you wish to use the schools?	A copy must be provided to the school 10 days before the booking. Click or tap here to enter text.
Do you wish to use a fire pit or equivalent?	A completed risk assessment must be provided to the school 10 days before the booking. Click or tap here to enter text.
Will you be expecting to sell or consume alcohol?*	Click or tap here to enter text.
Are you expecting to play music or watch a film?*	Click or tap here to enter text.
Will you be expecting to sell food?*	Click or tap here to enter text.
Equipment you will be providing yourself*	<i>Electrical equipment brought onto site must be PAT tested.</i> Click or tap here to enter text.
Do you wish to use equipment belonging to the school? Please list:*	<i>Written confirmation will be provided as to what equipment, from the school, can be used.</i> Click or tap here to enter text.
Do you hope to hold a key and unlock and/ or lock up?	<i>If agreed by the school a key holder agreement will need to be entered into.</i> Click or tap here to enter text.

\*See Terms and Conditions

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

**Name** Click or tap here to enter text.

**Date** Click or tap to enter a date.

**Signature** Click or tap here to enter text.

Please return this form via email to office.4127@fitzharrys.oxon.sch.uk or to the school office at Fitzharrys School, Northcourt Road, Abingdon, OX14 1NP. 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.

**Will you be providing a service or activity to children, regardless of whether they are pupils at the school?**

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Yes/ No

**If Yes, please read the statement below and sign.**

*As the Hirer I will take responsibility for ensuring that all required safer recruitment checks are undertaken on any adult, employed or volunteer, using the School premises. This will include enhanced DBS checks on all those likely to have unsupervised contact with children and young people and a requirement that any allegation about inappropriate behaviour from any adult, employed or volunteering for the Hirer is referred to the Designated Officer for the Local Authority (LADO) within 24 hours and before taking any action.*

*As the Hirer I will take responsibility to safeguard and promote the welfare of all the children or young people for whom we provide a service.*

*As the Hirer I confirm that we have a Child Protection and Safeguarding policy in place, and have provided a copy with this booking form.*

*I undertake to uphold fundamental British values and will not seek to express or allow any individual in our organisation to express unlawful, radical or extremist views.*

**Name** Click or tap here to enter text.

**Date** Click or tap to enter a date.

**Signature** Click or tap here to enter text.

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