

# Premises hire Policy



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Signed by:

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This policy sets out our approach to premises hire across Endeavour Schools Trust.

## **1. Aims and scope**

The Trust aims 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**

### **2.1 Available areas**

We will permit the hire of the following areas:

- School hall
- Meeting rooms
- Classrooms
- Playing fields
- Playgrounds
- Car parking areas

### **3. Charging rates and principles**

#### **3.1 Rates**

The rates for hiring out different areas are listed in the table in Appendix 2. The Trust 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 or trust.

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

#### **3.2 Cancellations**

The school reserves the right to cancel any agreed hiring with a minimum of 3 working days. 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 working days. A full refund will be issued if the correct notice is given.

#### **3.3 Review**

The revenue raised from hiring out will be reviewed by the Trust 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, together with the terms and conditions of hire, set out in section 5. A hire request form is included in appendix 1.

The hirer should fill out and sign the hire request form and submit it to the school office. Approval of the request will be determined by the headteacher in agreement with the CFO.

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 3.

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.

### **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 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. This includes implementing protective measures in line with the latest government guidance, or measures deemed necessary by the school's risk assessment (e.g. increasing ventilation and cleaning).
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 10 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. Any cancellations by the hirer received with less than 7 days notice, or in the case of cancellations relating to COVID-19 with less than 1 full days notice will not be refunded.
14. Any cancellations by the school made with at least 3 days notice or in the case of cancellations relating to COVID-19 giving 1 full days notice will be refunded.
15. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
16. 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.
17. The hirer will clean their own equipment brought into the premises.
18. 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.

19. 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.
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. This includes a risk assessment for COVID-19.
23. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
24. The hirer and the individuals participating are responsible for adhering to the latest government guidelines on COVID-19 at all times.
25. 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.
26. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
27. 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.

## **6. Safeguarding**

The 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.

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 the designated safeguard lead (DSL), or in their absence the deputy safeguard lead, as soon as reasonably practicable.

The hirer must comply with the Trust's Prevent agenda. By signing the hiring agreement, the hirer confirms that the principles of democracy, rule of law, individual liberty and mutual respect and tolerance of those with different faiths and beliefs are upheld.

It is the responsibility of the hirer, as the employer, to carry out DBS and other checks on its staff. The school will ask for written confirmation of DBS checks if there is a possibility of staff coming into contact with pupils at the school.

## **7. Monitoring arrangements**

We 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, such as where COVID-19 is no longer a risk.

Any updates to this policy will be shared with the broad.

## 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 and our rates of hire. If you have any questions, please contact the school office.

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

<b>provide this but will inform you where this is/is not possible)</b>	
<b>Additional equipment you will be providing yourself</b>	
<b>Confirmation and details of the safeguarding and child protection arrangements you have in place</b>	

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

Name \_\_\_\_\_ Date \_\_\_\_\_

Signature

\_\_\_\_\_

Please return this form via email to the school office or central team office. 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: Lettings costs & charges

The Trust will make charges that take account of Lettings Custodian\Caretaking costs, along with an amount to cover other items such as heating, lighting, maintenance, repairs and any related administrative costs.

The following charging levels for the central Trust facilities will ensure that all costs will be covered.

Central Trust Facilities				
Facilities	Per hour (for info only)	2 hours (min. letting)	Half Day/evening (3hrs)	Full Day (8hrs)
Conference Room with Smart Board  Up to 20 delegates	£30	£60  Inc. refreshments	£90  Inc. refreshments	£220  Inc. refreshments  Sandwich Lunch @ 3.00 per head

The following charging levels for school facilities may be subject to additional charges to cover letting custodian/cleaning costs.

School Facilities – Outside of normal school hours				
Facilities	Per hour (for info only)	2 hours (min. letting)	Half Day (4hrs)	Full Day (8hrs)
Dining Hall	£15.00	£30.00	£55.00	£110.00
Standard Classroom	£15.00	£30.00	£55.00	£110.00
Small Meeting Room  Up to 8 delegates	£20.00	£40.00  Inc. refreshments	£75.00  Inc. refreshments  Sandwich Lunch @ £3.00 per head	£150.00  Inc. refreshments  Sandwich Lunch @ £3.00 per head
Heating	£10.00	£10.00	£20.00	£40.00
PA System				£10.00
Chairs  (First 50 free)				£10.00  Per 50

### **STATUTORY USERS**

- Elections (Parish/District/County/General/Euro) – Actual costs only to apply.
- Parish Council **Business** meetings – charged at cost (Parish Council meetings other than business meetings can be charged on the same basis as for any other casual letting). (An Application form should be issued to the Parish Council).

## Appendix 3: Confirmation of licence template letter

You may want to delete this section when you publish a version of this policy online. This is for the benefit of the person who will administer the policy.

Dear [contact name]

Thank you for submitting your hire request form to us.

We're pleased to say the area you've requested is free 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 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 letting custodian fee]. We request full payment of the fee 2 weeks in advance of hire.

We'll also require you to submit to us:

- Proof of your public liability insurance

We've attached the following documents:

- Details of emergency evacuation procedures in the event of a fire/similar emergency
- Invoices for initial hire

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

You can contact the school office or central team office with any questions about hiring the premises.

The 'out of hours' contact for the hire is [Please insert details for letting custodian]

Kind regards,

[staff member]

## Appendix 4: Calculation of hiring charge

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(to be filed with a copy of Application form)

<b>Applicants:</b>		
<b>Dates/Days required:</b>		
<b>Time required:</b>	From:	To:
		<b>Charge</b>
A. <b>Lettings Custodian Costs</b> (including 25% on costs)		£
B. <b>Accommodation</b> (charges decided by the trust – see Appendix 2)		£
C. <b>Other Facilities</b> (playing fields, etc)		£
D. <b>Equipment:</b>		£
	• Chairs	£
	• Kitchen Facilities	£
	• Other	£
E. <b>Heating</b>		£
<b>Total:</b>		£

## Appendix 5: Lettings custodian duties

You may want to delete this section when you publish a version of this policy online. This is for the benefit of the person who will administer the policy.

For the purpose of these notes, the words 'Lettings Custodian' refer to any individual employee who undertakes lettings duties either paid or voluntarily.

### **A. Before the Letting**

- A1. The Lettings Custodian must be satisfied that approval for the letting has been given by the Headteacher/CFO, for instance, by confirming that the relevant lettings application form has been completed by the hirer.
- A2. The Lettings Custodian must also ensure that 'double bookings' are avoided, bringing such incidents to the attention of the Headteacher/CFO as soon as possible.
- A3. The accommodation requested must be made available to the hirer, at the time agreed. If chairs or other equipment have been requested, these too should be made ready for use, unless it has been agreed with the hirer that they will set out and put away equipment themselves.
- A4. The Lettings Custodian should check the accommodation to ensure that there is no damage/theft to the accommodation/equipment prior to the letting taking place.
- A5. Unless prior agreement has been reached, hirers will not generally be allowed to enter the premises before the stipulated time. If such agreements have been made, the Lettings Custodian should note the exact time of entry.

### **B. During the Letting**

- B1. The Lettings Custodian is not required to remain on site for the duration of the letting, unless prior approval from the Headteacher/CFO has been sought.

### **C. After the Letting**

- C1. The Lettings Custodian must ensure that the facilities have been left in a clean and tidy state by the hirer, ready for use by the trust. Should the premises not be left in a satisfactory

state by the hirer, then the Lettings Custodian may claim additional cleaning time, the cost of which will be passed on to the hirer.

- C2. The Lettings Custodian should ensure that all lights are switched off, windows/doors locked, the premises are totally vacated and secure (including the activation of security systems, where appropriate) after the letting. The Lettings Custodian should also check the trust accommodation/equipment again to ensure that no theft/damage has occurred during the letting.
- C3. If the hirer is still on the premises beyond the stipulated expiry time of the letting, the Lettings Custodian may claim up to the actual time the hirer vacated the premises.
- C4. The Lettings Custodian must also ensure that the premises were used by the stipulated hirer and that sub-letting of the premises has not occurred.

#### **D. General Notes**

- D1. A letting in the evening, weekend, or holiday time use of the trust premises must be approved by the Headteacher/CFO.
- D2. Where the Lettings Custodian is on duty during the letting, he/she may be required to undertake other duties at the discretion of the Headteacher/CFO.
- D3. The letting arrangement applies only to periods outside the Lettings Custodian's normal working time.
- D4. No hiring fees shall be paid directly to the Lettings Custodian.
- D5. The agreement recognises a commitment on the part of Lettings Custodian to undertake lettings. However, it is essential that reasonable notice is given and that the Lettings Custodian is allowed a reasonable number of free evenings in any week. It is essential that such matters be discussed by the Lettings Custodian and Headteacher, prior to the confirmation of any booking.
- D6. If a person other than a Trust Caretaker undertakes lettings duties, the care of the facilities used is returned to the Caretaker immediately upon the letting ending.