



# Premises Hire Policy

(To be given to all prospective Hirers of the School Premises)

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| <b>Approved by:</b> | Finance & HR Committee | <b>Date:</b> 11 <sup>th</sup> March 2021 |
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| <b>Last reviewed on:</b> | January 2021 |
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| <b>Next review due by:</b> | March 2024 |
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## 1. Aims

We aim to:

- Make the school's premises and facilities available, 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
- 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:

- Hall
- Kitchen
- Classrooms
- Technical Room
- Meeting Room (foyer)
- Playing fields

### 2.2 Capacity and charging rates

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

| AREA       | CAPACITY | COST   |
|------------|----------|--|
| Hall       | 150      | £25 per hour + VAT   |
| Kitchen    | N / A    | £25 per hour (but £10 per hour if hired with another Area) all + VAT |
| Classrooms | 30       | £25 per hour + VAT   |

| AREA                 | CAPACITY | COST               |
|----------------------|----------|--------------------|
| Technical Room       | 30       | £25 per hour + VAT |
| Meeting Room (foyer) | 8        | £25 per hour + VAT |
| Playing Fields       | N / A    | £25 per hour + VAT |

### 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. We reserve the right to review rates periodically and to amend them, subject to a notice period of one month for regular hirers.

The school is obliged to charge VAT on its rates but hirers may be able to claim exemption from VAT provided that the proposed use conforms to all of the following conditions:

1. There must be a minimum of 10 lets to a school, club, association or an organisation representing affiliated clubs or constituent associations (such as a league).
2. Each period is for the same activity carried on at the same place (a different pitch, court or lane at the same sports ground or premises would count as the same).
3. The interval between each period is not less than one day and not more than 14 days.
4. Payment is made by reference to the whole series and is evidenced by written agreement (it does not have to be paid up front), and
5. The hirer has exclusive use of the facilities

#### 3.2 Cancellations

We reserve the right to cancel any agreed hiring with a minimum of one weeks' 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 72 hours' 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 the premises will be reviewed by the School Business Team 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 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 the school office. Approval of the request will be determined by the School Business 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. We will also send on details of the emergency evacuation procedures and other relevant health and safety documents, [including the Health & Safety Policy](#). 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.

A security bond of £100 will be required at the time the booking form (Appendix 1) is completed and forwarded to the School. This will be returned within 14 days of a single hire, following confirmation to the School's satisfaction that all Terms and conditions of hire have been met. For regular hire contracts, the security bond will be returned within 14 days of the last hire of the premises.

The bond must be paid at the time of the booking. This will be made via BACS payments to the School's bank account (details are on the Hire Request Form). **We regret that we are unable to accept cash.** All hire fees must be paid a minimum of one week before the hiring takes place.

Any refunds, such as the security bond, will be made to the hirer by BACS payments.

## 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 school is an alcohol, meat, fish and egg free zone and under no circumstances will the hirer allow consumption of these substances as a food or drink, or as an ingredient of food or drink.
3. 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.
4. 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.
5. The hirer shall not sub-licence any of the premises under the licence.
6. 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.
7. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the licence.
8. The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.
9. The hirer shall ensure that during the time that the premises are hired, activities are conducted in an orderly manner and under adult supervision, and that the right to use the premises is exercised quietly and in a manner unlikely to cause any annoyance or inconvenience or become a nuisance to the owners or occupiers of any adjoining or neighbouring property or to the public in general.
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 the school and, where requested by the school, shall provide of copy of the relevant insurance certificate no less than 10 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 the school in relation to the premises.
12. 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
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, 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.
14. Any cancellations by the hirer received with less than 72 hours' notice will not be refunded.
15. Any cancellations by the school made with at least one weeks' 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 school has been equipped with sensitive smoke alarms for your protection. NO smoking whatsoever is permitted on the premises. The use of disco smoke machines is prohibited as it can cause the alarm to trigger. Call-outs to reset the alarm will result in an additional charge.
19. Children are not allowed in the kitchen area.
20. The school does not accept any liability in respect of the parking or any vehicle within the area of the school curtilage. No vehicle shall be parked on or over any grass area.
21. 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.
22. 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.
23. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
24. The hirer must arrive on time to be admitted and leave by the departure time as booked. Failure to depart by this time will result in an immediate forfeiture of the security bond.
25. 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.
26. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running.
27. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
28. 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.
29. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
30. 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 are committed to equal opportunities for all, irrespective of race, gender, sexuality, disability or religion. We will monitor the impact of this.

Appendix 1, the Hire request form, follows on the next page.

## 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, which you can find in sections 2 and 5 of this policy. If you have any questions, please contact the School Business Team.

|   |   |
|---|---|
| Name of applicant/organisation and company number (where applicable)  |   |
| Applicant contact details   | Address:<br><br>Phone no:<br>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) |   |
| Additional equipment you will be providing yourself   |   |

I have made a payment to the School's Bank Account (sort code 40 19 15 account number 84289358) in respect of the £100 security bond payable.

Details and timings of the hire payments will be notified to me by letter should the School agree to this request.

I understand that the security bond will be forfeited in the event of the Terms & Conditions of Hiring being breached.

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 [L.Davey@akaalprimaryschool.org](mailto:L.Davey@akaalprimaryschool.org) or in paper form to the school office at Grange Avenue, Derby DE23 8DG.

We will be in touch to inform you if your application is successful, and if so, with details of the full cost and documents that may need to be shared.



## **Appendix 2: Confirmation of licence template letter**

(School's confirmation letter that the requested Hire arrangement has been agreed).

See separate Akaal Letter Headed template