



Premises Hire Policy

Signed by:	
Head Teacher	Mrs Sarah Bitcon
Chair of Governors	Approval delegated to Head Teacher
Date Adopted	17 May 2023
Date Reviewed	-
Date of Next Review	Summer Term 2025

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1. Aims and scope

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
- Hire out facilities in a way that is safe, following government guidelines and the school’s risk assessment(s)

2. Areas available for hire

2.1 Available areas

The school will permit the hire of the following areas:

- School hall
- Classrooms
- Playing fields
- Kitchen

2.2 Capacity and charging rates

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

AREA	CAPACITY	COST
School hall	Seated: 150 Standing: 180 Exhibitions: 60	Price on application
Classrooms	30	Price on application
Playing fields	Dependent upon activity	Varies depending on event; price on application
Kitchen	4	Price on application

3. Charging rates and principles

3.1 Rates

The rates for hiring out different areas are listed in the table 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 7 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 7 days' notice in writing. If less notice than this is given, the hirer may be charged for any costs incurred.

3.3 Review

The revenue raised from hiring out will be reviewed by the Head Teacher 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 of this policy.

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 Head Teacher.

If the request is approved, we will contact the hirer to confirm the booking and also ensure any school arrangements are made for the date and time in question. School staff required to assist with the premises hire will be informed.

The hirer will also need to provide proof of its 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, reputational damage may occur, or the activity does not adhere to the latest government safety advice.

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.
9. The hirer must take out its own public liability insurance with a reputable insurer approved by the school and, where requested by the school, shall provide a copy of the relevant insurance certificate 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 school in relation to the premises.
11. 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.
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 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.

13. Any cancellations by the hirer received with less than 7 days' notice will not be refunded.
14. Any cancellations made by the school 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 shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior written agreement from the school.
18. 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.
19. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
20. The hirer will acquire all appropriate additional licences for any activities they are running, including those required for use of any third party intellectual property.
21. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running.
22. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
23. 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.
24. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
25. 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.

During the period of use:

- The hirer is responsible for the proper use of facilities and equipment. The hirer must take reasonable precautions to ensure that there is no damage.
- The premises must be left in a clean and tidy condition at the end of the session. Any damage or excessive cleaning resulting from use of the building will incur a cost to the hirer.
- Hirers are responsible for monitoring persons involved in their activity whilst on site so that in the event of an evacuation for any reason that all persons can be accounted for.
- Hirers must ensure that all persons engaged in their activity are aware of the fire exits and observe all health and safety regulations.

- Fire appliances must not be tampered with, or used other than for firefighting purposes. Fire exits and corridors must not be blocked.
- It is the responsibility of the hirer to provide first aid equipment and trained personnel for persons engaged in their activity onsite.
- The hirer is not permitted to use other parts of the premises other than the areas agreed, and at the times agreed.
- Smoking is not permitted anywhere on the site.
- The hirer is responsible for ensuring that any necessary licences for their event have been obtained.

6. Safeguarding

The school is dedicated to ensuring the safeguarding of its pupils at all times. It is a requirement of hire that hirers abide by the schools' 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), we 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 Head Teacher as soon as reasonably practicable.

7. Monitoring arrangements

We will review and update this policy every 2 years or when the guidance on which it is based changes or when this version of the policy otherwise stops being applicable. Any updates to this policy will be shared with the full governing board.

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 Mrs Sarah Bitcon, Head Teacher.

Applicant's Details	
Organisation name	
Name of applicant and position in organisation	
Applicant contact details	Address: Phone no: Email address:
Preferred method of contact	
Purpose/activity of organisation	
Facilities Required	
Part of the premises requesting to be hired	
Day(s) / Date(s)	
Time(s) from/until	
Is this a recurring request, or one off? If recurring, indicate the frequency and number of occurrences (eg weekly, 10 weeks)	
Estimated 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	
Safeguarding	
Where an external body is providing community or extra-curricular activities, Orchard Primary School will seek assurance that appropriate safeguarding and child protection policies and procedures are in place (including inspecting these as needed).	
Does the hire involve young people under the age of 18?	Yes / No
Does the organisation have documented safeguarding procedures including DBS checks for staff?	Yes / No / Not applicable
If yes, give the name and contact details of the responsible adult who oversees the safeguarding of those young people.	
Public Liability Insurance	
Do you have your own public liability insurance?	Yes / No If yes, please provide a copy of your liability insurance which covers the date(s) of the hire
Name of Insurer	
Policy Number	
Expiry Date	
Indemnity Limit (£)	
Declaration: By signing below, I agree to the terms and conditions set out in the school's premises hire policy.	
Print Name	
Signature	Date

Please return this form via email to office@orchardprimary.org.uk or to the school office at Orchard Primary and Preschool, Cherry Orchard, Pershore, Worcs WR10 1ET. 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.