Lady Joanna Thornhill (Endowed) Primary School

Learning for the Head, Heart and Hand

Premises Hire Policy

We want to ensure your needs are met. If you would like this document in any other format, please contact us: office@ladyj.kent.sch.uk

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Reviewer	Rachael Foster, Headteacher
Chair of Governors	James Coumbe

This policy will be reviewed at least annually and/or following any updates to national and local guidance and procedures.

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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 additional fees to cover caretaker costs of opening and closing 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)
- Raise income for the school

2. Areas available for hire

2.1 Available areas

The school will permit the hire of the following areas:

- School hall
- Performing Arts Studio
- The Hub (meeting space)

Keys to the premises will be held by the Site Manager and designated key holders. They are the only persons authorised to use them.

2.2 Capacity and charging rates

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

AREA	CAPACITY	COST	ADDITIONAL FEE
School hall	Capacity 450 people (usually children seated on the floor) 300 adults seated on chairs These capacities are approximate as it depends on the activity involved	£25.00 per hour (minimum fee of £37.50)	£15.00 per hour Cost of Site Manager to open and lock the school 15 minutes either side of the hirer's actual meeting time, for preparation and closure of the school If it is deemed that the Site Manager is required on site for the duration of the meeting, the hourly rate will be applied for the time required.

AREA	CAPACITY	COST	ADDITIONAL FEE
Performing Arts Studio	80 - 120 people Please note, footwear must be removed for all events held in the Performing Arts Studio	£25.00 per hour	£15.00 per hour Cost of Site Manager to open and lock the school 15 minutes either side of the hirer's actual meeting time, for preparation and closure of the school If it is deemed that the Site Manager is required on site for the duration of the meeting, the hourly rate will be applied for the time required.
The Hub (meeting space)	20 people seated around board table	£25.00 per hour	£15.00 per hour Cost of Site Manager to open and lock the school 15 minutes either side of the hirer's actual meeting time, for preparation and closure of the school If it is deemed that the Site Manager is required on site for the duration of the meeting, the hourly rate will be applied for the time required.
Learning Pod 2	6 people seated around a table Piano available	£6.00 per hour Where lessons are provided to Pupil Premium children, the fee is waived.	£15.00 per hour Cost of Site Manager to open and lock the school 15 minutes either side of the hirer's actual meeting time, for preparation and closure of the school If it is deemed that the Site Manager is required on site for the duration of the meeting, the hourly rate will be applied for the time required.
Playground		£10.00 per hour	£15.00 per hour Cost of Site Manager to open and lock the school 15 minutes either side of the hirer's actual meeting time, for preparation and closure of the school If it is deemed that the Site Manager is required on site for the duration of the meeting, the hourly rate will be applied for the time required.

3. Charging rates and principles

3.1 Rates

The rates for hiring out the school hall 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 hirer is expected to adhere strictly to the agreed times.

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

3.2 Cancellations

We reserve the right to cancel any agreed hiring with a minimum of 10 working 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 10 working 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 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. No bookings are confirmed more than 4 months in advance, although provisional bookings may be made at any time. School and PTA (Friends' Association) events have priority. A diary is kept covering all school, PTA and outside use of the premises and grounds after school, in evenings, at weekends and in holidays.

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.

If the request is approved, we will contact the hirer with details of how to submit a BACS 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 need to provide proof of its public liability insurance and copies of risk assessments. Payment is required in advance of the booking, by the date given on the confirmation of hire letter.

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 offset 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. Lettings do not include any kind of refreshments, but the school can make an urn available for groups to provide their own refreshments.
9. 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.
10. It is the hirer's sole responsibility to control entry of all visitors at the external entrance allocated and to ensure that only those people known to them are allowed access to school premises. The entrance and any other external doors that are unlocked must be controlled by responsible adults at all times during the period of the letting. On completion of the letting, a check must be carried out to ensure that all windows have been shut and secured and all visitors have left the premises.
11. The hirer shall not cause or permit any nuisance or disturbance to other occupiers or users at the school or to occupiers of neighbouring properties.
12. The hirer must take out its own public liability insurance (currently a minimum of £5 million for each and every claim for public liability) with a reputable insurer in respect of claims which might be made against them by a third party for accidental injury, including death or accidental loss, or damage to property arising out of, or in consequence of, the letting and to cover the school. The reputable insurer must be approved by the school and a copy of the relevant insurance certificate must be provided to the school before the letting is agreed.
13. 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.
14. The hirer must have written permission from the school before arranging for alcoholic drinks to be consumed on the premises. Under The Licensing Act 2003 the hirers are responsible for Temporary Event Notices (TENs) to the borough council and local police. Alcoholic drink may not be brought onto the premises while students are present and are to be cleared from the premises when the event ends.
15. No public performance of a play, cinematography exhibition, public dancing, singing, music or other public entertainment of the like shall be performed in or close to the premises unless any necessary licence for the same shall first have been obtained from the appropriate authority and all necessary measures taken to fulfil the conditions of the licence. TENs are required not only for any sale/supply of alcohol, but also for regulated entertainment (eg. live and recorded music and performance of dance) and late night refreshments.
16. 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
17. 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.

18. Any cancellations by the school made with at least 10 working days' notice will be refunded.
19. Any cancellations by the hirer received with less than 10 working days' notice will not be refunded.
20. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency. They should know where extinguishers are located, how to obtain assistance from the emergency services and the location of fire exits.
21. Vehicles should not be allowed on the playing fields and no parking which restricts the caretakers' or emergency services access will be permitted. Control of parking is the responsibility of the hirer. No responsibility can be taken by the school for any damage to vehicles sustained whilst in the school grounds.
22. 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. Post letting checks are made by the Site Manager and reported to the School Business Manager.
23. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior written agreement from the school.
24. 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.
25. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
26. The use of materials for preparing floors for dances and the wearing of shoes likely to damage floors, especially in the hall, is prohibited.
27. Footwear must be removed for all events held in the Performing Arts Studio.
28. The premises shall not be used for any purpose other than that for which agreement has been granted nor shall any areas of, or furniture/equipment in, the school not included in the letting agreement be used without express permission; in such cases an extra fee may be payable.
29. 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.
30. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running. All risk assessments must be shared with the school 10 working days ahead of the planned event. The hirer must ensure that any controls are complied with.
31. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
32. 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 hire agreement.
33. This agreement shall be governed, construed and interpreted in accordance with the laws of England and Wales.
34. 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 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 hirer 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 measures in place, including safeguarding and child protection, and shall provide information regarding these measures 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 Headteacher headteacher@ladyj.kent.sch.uk as soon as reasonably practicable.

The hirer understands that if our school receives an allegation relating to an incident where an individual or organisation is using our school premises for running an activity for children, we will follow our usual safeguarding procedures and inform our local authority designated officer (LADO).

The Safeguarding section of this policy must be read in conjunction with the school's Child Protection and Safeguarding Policy.

The use of school premises by other organisations

Where our school facilities or premises are rented/hired out to organisations or individuals (for example to community groups, sports associations, and service providers to run community or extra-curricular activities) we will ensure that appropriate arrangements are in place to keep children safe.

- Where those services or activities are provided under the direct supervision or management of our school staff, our existing arrangements for child protection, including the Child Protection policy, will apply.
- Where services or activities are provided separately by another body using the school facilities/premises, the headteacher and governing body will seek assurance that the provider concerned has appropriate safeguarding and child protection policies and procedures in place (including inspecting these as needed); and ensure that there are arrangements in place for the provider to liaise with the school on these matters where appropriate. If this assurance is not achieved, an application to use premises will be refused.

Safeguarding requirements will be included in any transfer of control agreement (such as a lease or hire agreement), as a condition of use and occupation of the premises. Failure to comply with this will lead to termination of the agreement.

Site security

All members of staff have a responsibility for maintaining awareness of buildings and grounds security and for reporting concerns that may come to light.

Appropriate checks will be undertaken in respect of visitors and volunteers coming into school as outlined within national guidance. Visitors will be expected to sign in and out via the office visitors log and to display a visitor's badge whilst on site.

Any individual who is not known or identifiable on site should be challenged for clarification and reassurance. Children must report concerns to a member of staff.

The school will not accept the behaviour of any individual (parent or other) that threatens school security or leads others (child or adult) to feel unsafe. Such behaviour will be treated as a serious concern and may result in a decision to refuse access for that individual to the school site.

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.
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 the School Business Manager sbm@ladyj.kent.sch.uk.

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 of hire	
Is this a recurring request, or one off? If recurring, indicate the frequency and number of occurrences (e.g. weekly, 10 weeks)	
Name and contact details of person responsible for event (including setting up, clearing away)	
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	
Confirmation and details of the safeguarding and child protection arrangements you have in place	
Confirmation that all risk assessments undertaken by you will be shared with the school 10 working days ahead of the event(s)	

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 sbm@ladyj.kent.sch.uk or to the school office at office@ladyj.kent.sch.uk. 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.