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| --- |
| **Model policy** |

* Make this policy your own!
1. Insert your school name and logo where indicated on the next page
2. Read through the document and make changes as instructed in […] or yellow highlight. Delete the instructions as you go. **Note:** you don’t need to edit the contents list directly (see step 4)
3. When you have finalised your document, make a note of step 4 below and then delete this cover page. (Right-click on the blue border above this text and select ‘Cut’)
4. Refresh the contents list so that the page numbers are correct. (Right-click anywhere
on the contents list, click on ‘Update field’, then select ‘Update entire table’ and ‘OK’)
5. Save the document as normal
* Important:

All our policies take account of relevant requirements and good practice but are designed
for you to adapt to suit your context.

**Academies, including free schools:** please ensure, where applicable, that your adapted policy meets any relevant conditions in your funding agreement/articles of association, as these can vary.

To keep things simple we use the term **‘school’\*** as standard to mean the educational establishment that is adopting this policy.

Similarly, we use **‘governing board’** and **‘governor’\*** to mean the accountable body for
the school and the representatives on that body.

You are welcome to change these references to suit your context. In all cases you should ensure that roles and responsibilities meet requirements.

*\*Except in policies that apply only to academies, for example, or when explaining requirements for specific school types*



Premises hire policy

[Insert school name]

Delete and
replace with
school logo

|  |  |  |
| --- | --- | --- |
| **Approved by:** | [Name] | **Date:** [Date] |
| **Last reviewed on:** | [Date] |
| **Next review due by:** | [Date] |

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Please also refer to the Soutwark Guidance on **School premises hire** [here.](https://www.southwark.gov.uk/schools-and-education/school-management/school-premises-hire)

# 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)
* Add any other aims if you see fit

# 2. Areas available for hire

2.1 Available areas

The school will permit the hire of the following areas:

* Sports hall
* Library
* Classrooms
* Playing fields

Add any other areas applicable to the school premises.

2.2 Capacity and charging rates

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

| Area | capacity | cost |
| --- | --- | --- |
| Sports hall | Enter the capacity for the area here, clarifying the seating/standing difference where necessary | Enter the cost and unit here(e.g. per hour/per 30 minutes/per evening) |
| Library | Enter the capacity for the area here, clarifying the seating/standing difference where necessary | Enter the cost and unit here(e.g. per hour/per 30 minutes/per evening) |
| Classrooms | Enter the capacity for the area here, clarifying the seating/standing difference where necessary | Enter the cost and unit here(e.g. per hour/per 30 minutes/per evening) |
| Playing fields | Enter the capacity for the area here, clarifying the seating/standing difference where necessary | Enter the cost and unit here(e.g. per hour/per 30 minutes/per evening) |
| Add any other areas in this and subsequent rows as necessary | Enter the capacity for the area here, clarifying the seating/standing difference where necessary | Enter the cost and unit here(e.g. per hour/per 30 minutes/per evening) |

# 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.

Add if relevant:

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 [x 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 [x 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 [responsible person] 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 [insert the role of the school staff member who deals with hire requests, e.g. school business manager (SBM)].

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. 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 or reputational damage may occur.

Adapt the above paragraph with details of how you accept payment as you see fit. For example, you may wish to stipulate a deposit is paid and the full amount paid later, or require payment in full and up front.

# 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.

**Important**: our legal partners, Forbes Solicitors, have checked these terms and conditions for general compliance with requirements. However, they strongly advise you to seek independent legal advice before implementing your terms and conditions, especially the points on cancellations and offering refunds (points 13 and 14), and health and safety responsibilities, including cleaning (points 8 and 17). This is because terms and conditions should be specific to each of your individual contracts to make sure you are able to apply and enforce them. Not doing so risks opening your school up to substantial legal risk.

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:
	1. Any damage to the premises or school equipment;
	2. Any claim by any third party against the school; and
	3. 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 school made with at least [x days, in line with what you’ve put in section 3] notice will be refunded. You should seek independent legal advice on this.
14. Any cancellations by the hirer received with less than [x days, in line with what you’ve put in section 3] notice will not be refunded. You should seek independent legal advice on this.
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 [insert the hirer’s responsibilities in terms of cleaning, e.g. clean their own equipment brought onto the premises, and clean the premises after use]. Cleaning responsibility will rest with whoever you feel comfortable allocating this to. You should seek independent legal advice on this.
18. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior written agreement from the school.
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 will acquire all appropriate additional licences 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 it is 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.

# 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 [insert appropriate contact details of designated individual] 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).

# 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

Use the request form below for people or organisations wanting to hire your premises. Add to or amend the information as you see fit.

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 [name and details of staff member responsible for premises hire].

|  |  |
| --- | --- |
| 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 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 |  |
| Confirmation and details of the safeguarding and child protection arrangements you have in place |  |

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 [insert email address here] or to the school office at [insert address]. 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: Confirmation of licence template letter

You may want to delete this section when you publish a version of this policy on your website. 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 available 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 [enclosed terms and conditions/terms and 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 cleaning fee]. You can pay us by [insert payment method(s) and details here]. We request full payment of the fee by [insert date].

We’ll also require you to submit to us:

* Proof of your public liability insurance
* Specify any other documents you’ll require when someone hires the premises

We’ve attached the following documents:

* Details of emergency evacuation procedures in the event of a fire/similar emergency
* Specify any other documents you’ll want to make sure the hirer is familiar with (e.g. health and safety policy)

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

You can contact [named contact and details] with any questions about hiring the premises.

You may wish to have an additional ‘out of hours’ contact/contact details for when the hire is happening if the person is hiring the premises outside of school hours, unless you plan to have a member of staff on site to provide support with any issues.

Kind regards,

[staff member]