

Premises Hire/Lettings Policy

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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, within current legislation and following government guidelines

2. Areas available for hire

2.1 Available areas

The school will permit the hire of the following areas:

- Outside space including MUGA
- Canteen
- Specific areas /rooms within the school where reasonable, e.g. ICT suite

2.2 Capacity and charging rates

Capacity will be taken into account for all lettings to ensure safety.

	Canteen evenings after 6pm and weekend (Charge per hour)	MUGA evenings and weekends (inc use of canteen toilets) (Charge per hour)	Other rooms/areas of school
Community/Charity/Parents:	£38	£25	Price to decide based on requirements
Private individuals:	£48	£31	Price to decide based on requirements
Commercial Organisations:	£88	£41	
Deposit	A deposit of £150.00 is payable per booking		

Parking is included in these rates for a reasonable number of vehicles.

Set up /cleaning time should be accounted for within the rental period.

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. Our pricing structure is based on similar local facilities and the school may also exercise flexibility in setting charges for long term/large scale users.

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

3.2 Deposit

The school reserves the right to require a deposit over and above the lettings charge, as a surety against damage to the premises, including any equipment, or the premises being left in an unacceptable condition incurring additional costs for cleaning, caretaking or other expenses.

Deposits must be paid immediately within 72 hours of the submission of the booking form. Failure to pay the deposit within this time will result in the letting becoming void. Please note that the standard damages deposit will be £150, payable in advance.

3.2 Cancellations

We reserve the right to cancel any agreed hiring with a minimum of 14 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. In the event of unexpected lockdown which mean the event can't place, payments received will be repaid in full.

Cancellation by the hirer, the school must be notified in writing of any cancellation. Where notification has been received at least 4 weeks prior to the date of the letting, the fee will be refunded in full - apart from a set administration charge of £10 which will be retained to cover administrative costs.

Where notification has been received between 2 and 4 weeks prior to the date of the letting, the hirer will be entitled to a 50% refund only. Where notification of cancellation is received less than 2 weeks prior to the date of the letting, no refund will be given.

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 read the terms and conditions of hire set out in section 5 and fill out the hire request form.

Request forms should be submitted to the school office. Approval of the request will be determined by the School Business Manager.

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 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, reputational damage may occur, or the activity does not adhere to the latest government safety advice.

Please note the following important items:

- The school is a non-smoking site
- The school has no alcohol licence. Alcohol shall not be sold or supplied on educational premises without the consent of the school and the obtaining by the hirer of the relevant licence.

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 of 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 school made with at least 14 days' notice.
14. Any cancellations by the hirer received with less than 14 days' notice will not 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 or rubbish behind.
17. The hirer will clean the area as appropriate to return it to the state it was hired in. Cleaning can be requested for a fee. Areas not left clean will be professionally cleaned and the cost of this cleaning will be charged to the hirer.
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 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 they are 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 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.

Appendix One

Application for hire of School premises

Applicant's Name:	
Applicant's Address:	
Contact telephone number:	
E mail address:	
Organisation Name:	
Date(s) Required:	
Times required:	

Details of your public liability insurance (if applicable)

Company:	
Renewal date:	
Policy No.	

Signature of Applicant:	
Print Name:	
Do you have a child at Belmont? (please specify)	

Agreement for Indemnity

This agreement for Indemnity is made on

between.....

(hereinafter called 'The Hirer') of the one part and the Governors of Belmont Primary School
(hereinafter called 'The School') of the other part.

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 messages@belmont.hounslow.sch.uk or to the school 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.