

LDST PREMISES HIRE POLICY

OUR TRUST'S PRAYER

Heavenly Father,
Let peace, friendship and love grow in our schools.
Send the Holy Spirit to give
excellence to our learning,
love to our actions and
joy to our worship.
Guide us to help others,
so that we may all
Learn, Love and Achieve, Together with Jesus.

Amen

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1. Aims and scope

Our Trust aims to:

- Make sure our schools' premises and facilities can be used, where appropriate, to support community or commercial organisations, in accordance with the articles of association of our Trust
- 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 our trust's, and the school's, primary purpose of providing education to its pupils/students
- Hire out facilities in a way that is safe, following government guidelines and relevant risk assessments

2. Areas available for hire

The following section should be adapted depending on the areas you have available for hire.

2.1 Available areas

The school will permit the hire of the following areas:

- Hall
- Library
- Playing fields

2.2 Charging Rates and Capacity

The rates for hiring each area can be applied as follows:

AREA	COST/CAPACITY
Hall	Weekdays: £15.00 per hour (minimum booking of 2-hours) Weekends: £20.00 per hour (minimum booking of 2-hours) Capacity: 120 (seated)
Library	£25.00 per session (2-hours) Capacity: 30 (seated)
Grounds	£15.00 per hour (minimum booking of 2-hours)

There may be additional charges in order to pay for a keyholder to open and close the premises if the hirer is not a key holder. All capacity numbers will be subject to the latest government guidance and local guidance (eg managing respiratory infections such as COVID-19).

2.3 All charges are shown exclusive of VAT. Where VAT is required it will be charged at the relevant rate.

3. Charging rates and principles

3.1 Rates

The rates for hiring out different areas are listed in the table in the section above. The school 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 school may decide to impose an additional cleaning fee on top of the hiring rates.

3.2 Cancellations

The school reserves the right to cancel any agreed hiring at short notice if circumstances make the use undesirable.

A full refund will be issued if the school does cancel a hire. Neither the school nor our Trust shall 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 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 Headteacher/School Business Manager and will be fed into the school's financial reporting to our Trust, to ensure best value is being achieved.

4. Application process

Those wishing to hire the premises should contact the relevant school office to request a hire request form, together with the terms and conditions of hire, set out in section 5. A hire request form is included in appendix 1.

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 Debbie Pearce.

If the request is approved, the school will contact the hirer with details of how to submit payment and make arrangements for the date and time in question. The school 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. A model approval letter is included in appendix 2.

The school reserves the right to decline any applications in its absolute discretion, in particular where the organisation does not uphold the values of the school, or reputational damage may occur.

Payment arrangements will be set with Debbie Pearce, Office Manager.

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 our Trust, and shall not be entitled to set off any amount owing to our Trust against any liability, whether past or future, of our Trust 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 our Trust 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 our Trust will result in the immediate termination of the licence.
7. Our Trust 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. This will include implementing protective measures in line with the latest government guidance, or measures deemed necessary by a risk assessment (eg increasing ventilation and cleaning – management of respiratory infections).
9. The hirer is the responsible person in connection with accident reporting and administering first aid including the provision of first aid equipment. The hirer is to provide first aid certificates to demonstrate up to date training. Any accidents/incidents must also be reported to the school within 24hrs.
10. The hirer must take out its own public liability insurance with a reputable insurer approved by the school and, where requested by our Trust, shall provide a copy of the relevant insurance certificate to our Trust 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 our Trust in relation to the premises.
12. The hirer shall indemnify and keep indemnified our Trust from and against:
 - a. Any damage to the premises or trust equipment;
 - b. Any claim by any third party against our Trust; 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, our Trust 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 our Trust by the hirer under the licence.
14. Any cancellations by the hirer received with less than 10 days notice will not be refunded.
15. Any cancellations by the school will be refunded (see 3.2 for further detail).
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 hirer will clean the area they use including the toilets if used.
19. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without the prior written agreement from our Trust.
20. If the hirer breaches any of the terms and conditions our Trust reserves the right to terminate the licence and retain any fees already paid to our Trust, without affecting any other right or remedy available to our Trust under the licence or otherwise.
21. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
22. 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.
23. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running. This includes a risk assessment for managing respiratory infections (eg COVID-19).
24. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
25. The hirer and the individuals participating are responsible for adhering to the latest government guidelines (for example management of respiratory infections such as COVID-19) at all times.
26. The premises hire policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation letter issued by our Trust shall apply to and are incorporated in the licence.
27. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
28. Our Trust 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

Our Trust is dedicated to ensuring the safeguarding of its pupils/students at all times. It is a requirement of hire that hirers abide by our Trust's 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/students, for example if the hire occurs during school hours, or when pupils/students may be present in the school (during after school clubs or extra-curricular activities), the school will ask for confirmation that the hirers have had the appropriate level of DBS check. The school will also request evidence that safer recruitment checks (eg right to work in the UK, identity) have taken place.

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 will be required to provide evidence that staff with Designated Safeguarding responsibility have received current training and in accordance with the latest government guidelines and statutory regulations.

The hirer is responsible for the correct ratio of child to adult and procedures for waiting with children until parents pick them up.

The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact the Headteacher as soon as reasonably practicable.

7. Monitoring arrangements

We will review and update this policy when the guidance on which it is based changes.

Any updates to this policy will be shared with the Board of Directors and schools will be expected to share school specific updates or amendments (as highlighted) with the Governing Body.

Appendix 1: Hire request form

[The request for below is for other people/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 (contained in our Premises Hire Policy). If you have any questions, please contact Debbie Pearce.

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 LDST Premises Hire Policy.

Name _____ Date _____

Signature _____

Please return this form via email to d.pearce@ldst.org.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.

Appendix 2: Confirmation of licence template letter

Dear...

Thank you for submitting your hire request form to us.

We're pleased to say the area you've requested is free 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 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 – eg safeguarding/child protection policies, inclusion, data protection policy, DBS assurance letter, designated safeguarding lead (evidence that training is current and in line with latest guidance and statutory requirements), evidence of safer recruitment checks (right to work in the UK, identity, qualified for the activity), complaints policy, behaviour policy, risk assessments (incl management of respiratory infections eg COVID-19))...

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, premises management documents (shown on-site before hire begins), complaints policy, school behaviour policy, school safeguarding child protection policy, management of respiratory infection risk assessment ...)

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.

Kind regards

[individual with responsibility at school]