

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

Approved by **forbessolicitors.**

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Premises / Lettings Hire Policy

Mile Oak Queens Park Primary School

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Approved by:	<u>Governing</u> <u>Body</u> Governing Body	Date:	<u>November 2024</u>
Last reviewed on:	<u>November 2024</u> 40th December 2020 <u>1st December 2021</u>		
Next review due by:	<u>November 2026</u> 5 December 2022 <u>1</u>		

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1. Aims

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

2. Areas available for hire

2.1 Available areas

The school will permit the hire of the following areas:

- Infant Main and Junior Halls
- Classrooms
- The Hive with Kitchen
- Upper PlaygroundPlaying field

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2.2 Capacity and charging rates

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

AREA	CAPACITY	PUBLIC COMMUNITY COST	COMPANIES PROFITING FROM COMMERCIAL USE
Infant Main Hall	<p>Enter the capacity for the area here, clarifying the seating/standing difference where necessary TBC seated</p> <p>30075 general standing</p> <p>16980- 100 seated in rows</p> <p>33 sports activities TBC standing</p>	<p>£2016.00 per hour, with the allowance of a further 15 minutes to clear away</p>	<p>£40.00 per hour, with the allowance of a further 15 minutes to clear away</p>
Junior Hall	<p>32015 general standing</p> <p>222-100 seated in rows</p> <p>44 sporting activities</p> <p>Enter the capacity for the area here, clarifying the seating/standing difference where necessary TBC seated</p> <p>TBC standing</p>	<p>£2016.00 per hour, with the allowance of a further 15 minutes to clear away</p>	<p>£40.00 per hour, with the allowance of a further 15 minutes to clear away</p>
Hive	<p>75 general standing</p> <p>40 seated in rows</p>	<p>£20.00 per hour, with the allowance of a further 15 minutes to clear away</p>	<p>£40.00 per hour, with the allowance of a further 15 minutes to clear away</p>
Classrooms	<p>60 general standing</p> <p>10 sport activity</p> <p>Enter the capacity for the area here, clarifying the seating/standing difference where necessary TBC seated</p> <p>TBC standing</p>	<p>£2016.00 per hour, with the allowance of a further 15 minutes to clear away</p>	<p>£40.00 per hour, with the allowance of a further 15 minutes to clear away</p>

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AREA	CAPACITY	<u>PUBLIC COMMUNITY COST</u>	<u>COMPANIES PROFITING FROM COMMERCIAL USE</u>
<u>Playground</u> <u>Reception field</u>	<u>Identified based on presented risk assessment of planned event. TBC</u> <u>Enter the capacity for the area here, clarifying the seating/standing difference where necessary</u>	<u>£10.00 per hour (field Playground only with no changing facilities)</u>	<u>£20.00 per hour (Playground only with no changing facilities)</u>
<u>Playground Top</u>	<u>Identified based on presented risk assessment of planned event.</u>	<u>£10.00 per hour</u>	<u>£20.00 per hour</u>
<u>School Hire</u>	<u>Playground, Main Hall, Junior Hall, Hive, Burrow</u>	<u>£100 per day</u>	<u>£200 per day</u>
<u>Cleaning sur charge</u>	<u>Cost of cleaning the space after use.</u>	<u>£50 flat fee</u>	<u>£50 flat fee</u>

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3. Charging rates and principles

3.1 Rates

The rates for hiring out different areas are listed in the table in the section above. These are reviewed on an annual basis by the Governing Board and must take in to account the following:

- Caretaker cost of opening and locking up the building if required
- Cleaning of the school after use
- Heat/Light/Other electrical requirements
- Wear & Tear
- Insurance where applicable
- Profit element depending on local competition

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The QPSA may use the premises for running agreed school events in order to raise funds specifically for the school, as agreed by the Headteacher.

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The Governing Board agrees that the Headteacher has discretion to amend charges if the school or pupils would significantly benefit from the letting.

By prior agreement, the school will give consideration to waive hire charges, in lieu of a guaranteed number of free child places, where this is applicable.

Requirements:

The hiring party must provide evidence of:

- Public Liability Insurance
- A Risk Assessment where requested
- DBS Safeguarding checks where premises are being used where school children will be on premises, Children are part of the group for which the premises are being hired.

Payment

Payment will be made in advance, at the time where hiring is confirmed unless it is a long term let in which case invoices will be issued on a termly basis after the let takes place. Invoices should be paid within 7 days of issue. If there is damage, or the need for the caretaker or cleaners to work longer than expected after hiring, the Hirer will pay any subsequent account send to them after reeving communication from the school.

Caretaker

Axel is expected to prepare for the hiring, to do any necessary cleaning afterwards before the deep clean is applied by the cleaning company, and where the school requires. Axel to prepare keys and codes for the hirer. The hirer should sign a key holders declaration that only themselves and, if necessary, one other designated person retains the key and access code. On termination of hire the key must be returned and all codes must be changed. ~~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. 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 Governing Body and will be fed into the school's financial reporting, to ensure best value is being achieved

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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 [specific conditions governing the letting of school premises e terms and conditions of hire](#) set out in section 5 and Hire Agreement, appendix 2-5.

The hirer should fill out and sign the hire request form and submit it to the School Business Manager. 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 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, and where appropriate, first aid teach/coach.](#)

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.

[You should 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.](#)

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5. [Specific Terms and conditions governing the letting of school premises](#)

[General Conditions](#)

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[5.1 Applications for the use of school premises must be made to the Headteacher, and responsibility for their approval should be in accordance with the school's Scheme of Delegation. Ultimately this responsibility rests with the School Governors. The person signing the application will be deemed to be the Hirer, and must accept responsibility for ensuring compliance with these conditions.](#)

[5.2 A written Lettings Agreement will be issued for all Letting Arrangements \(appendix 2\) and must be signed by the individual or an authorised representative of the organisation responsible for the Letting. For regular Lettings Arrangements, these Agreements will be reviewed and re-issued every year.](#)

[5.3 The school reserves the right to cancel any letting if the accommodation is required for urgent official or academic business. In these circumstances, a refund will be made to the Hirer, but no other compensation will be offered.](#)

[The School reserves the right to forthwith cancel the agreement if, in the opinion of the School, damage may be caused to the Premises; or if by flood, tempest, storm, fire or other cause beyond the School's control the Premises is rendered unfit for use; or if the School considers it necessary to close the Premises for the purpose of executing urgent repairs or](#)

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alterations; or if, in the opinion of the School, it is in the public interest that the Premises should be closed for any reason.

5.4 The school Premises Manager is normally expected to prepare for lettings, to do any necessary cleaning afterwards and, in some cases where the school requires, be in attendance throughout the course of the letting. No payment should be made direct to the Premises Manager, since he/she/they will be paid by the school.

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5.5 No structural alterations to school premises, fixtures or fittings will be permitted and notices must be fixed only to the boards provided.

5.6 Suitable footwear must be worn so as not to damage the School floors. Nothing must be put on the floors that will change the property of the floor.

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5.7 Members of the public must not be admitted to the school premises after 10.00 pm.

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5.8 Alcoholic liquor must not be sold nor consumed on the school premises unless specific approval has been given in advance by the Headteacher. If approval is given to the sale or consumption of alcoholic liquor, the Hirer must obtain the necessary licence, which must be produced to the Headteacher before the Hire / Letting takes place.

5.9 Occupancy limits must not be exceeded – reference capacity and charging rates on page 3.

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5.10 If the Hirer is planning any activity that might involve animals, e.g. donkey rides at a Summer Fete, the impact of this should be considered as part of the Risk Assessment for the activity.

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The Hirer's Responsibilities

5.11 The Hirer must comply with the new smoke free legislation, which came into effect on 1st July 2007. Failure to comply may result in a fine for both the Hirer and the school.

Smoking is not allowed anywhere on the School premises.

5.12 The Hirer must produce event documentation to include a risk assessment and an emergency action plan of the Hire. This documentation must include details of health and safety issues relating to the nature of the hire including arrangements for first aid, supervision, communication, crowd control, equipment use, traffic management and emergency procedures, appropriate to the nature of the hire. The Hirer undertakes to follow any recommendations arising out of such Risk Assessment prior to the Hire. Further guidance on risk assessments is available from the HSE website. <http://www.hse.gov.uk/>

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5.13 Hirers will be informed, at the time the application is approved, of the charge for the use of

the facilities required.

Payment will be made in advance of the Letting. If there is any damage resulting from the Letting, or the need for caretakers/cleaners to work longer than expected after the letting, the Hirer will pay any subsequent account sent to him.

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5.14 Any intention on the part of the Hirer to cancel a letting must be notified to the Headteacher at least one week before the letting is due to take place. In the event of the Hirer failing to give at least one week's notice, no reimbursement of hiring fee will be made and if preparatory works have already been undertaken the Hirer will have to cover the actual costs of these.

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5.15 The Hirer must be in attendance at all times and must provide and exercise adequate supervision throughout the Hire to prevent:

(a) Damage to buildings, grounds, fixtures, fittings and equipment; and/or

(b) Excessive noise and/or nuisance to local inhabitants.

(c) Ensure that provisions for safety including recommendations identified through risk assessment are carried out.

The Hirer will meet the cost of making good any damage caused.

5.16 Hirers are responsible for arranging their own insurance for any legal liability associated with the hiring of the property. This includes third party claims for injury or loss, and damage to school property caused as a direct result of the hiring. In respect of public liability insurance cover the Hirer shall affect a policy with an absolute minimum indemnity limit of £5,000,000 in respect of any one incident. The Insurance Team now recommend that where the hirer is using the facilities for anything such as dance classes or sports, and therefore there is the potential for injury to third parties, that cover is for £10,000,000. The Hirer will provide the School with copies of the necessary insurance certificates, on request.

5.17 Any Hirer working with children must provide the school with a copy of their child protection policy, including details of their Designated Safeguarding Lead (DSL). The Hirer is responsible for Disclosure and Barring Service (DBS) checks for any of their staff / volunteers working with children and/or vulnerable adults.

5.18 The Hirer is responsible for providing a person/persons who is capable of administering First Aid. The Hirer is also responsible for ensuring that himself, his appointed representative and the person/s responsible for administering First Aid are aware of the location of First Aid facilities and an outside telephone. First Aid facilities (e.g. First Aid box) must be provided by the hirer.

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5.19 Public performances, entertainment, performance of music, singing or dancing to which members of the public are admitted are not permitted unless prior permission has been

obtained from the Headteacher who will determine that the School premises are adequately licensed for those purposes.

5.20 School premises must be left clean, tidy and in a safe condition after use. The cost of any additional cleaning found to be necessary will be met by the Hirer. The school reserves the right to undertake regular checks of the Hire of the Premises by the Hirer and any recommendations made by the school following such checks will be undertaken without delay by the Hirer. Failure to comply may result in termination of the hire arrangements.

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Fire Precautions

5.21 The Hirer will be provided with a copy of the schools Emergency Evacuation Plan.

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5.22 The Hirer must be in attendance at the scene of the activity during the whole time that the premises are open to the public and during this time an adequate number of competent attendants shall be on duty. The Hirer or his appointed representative shall not be engaged in any duty that will prevent his overall supervision of the Hire.

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5.23 The Hirer must ascertain and comply with any special fire precautions or requirements contained in music, singing and dancing, theatres, or any other licences appropriate to the intended use of the premises. A fire risk assessment must be completed to cover all activities that will take place for the duration of the hire to satisfy the requirements of current fire safety legislation. This must be made available to the responsible person of the building. Use of pyrotechnics and special affects are not permitted without express permission of the Headteacher, and are subject to specific risk assessment . Fire authority approval may also be necessary.

5.24 Seating, gangways and passages shall be provided as approved by the responsible person acting on behalf of the School.

5.25 All gangways, corridors, fire escape routes and external passageways intended for entrance and exit shall be kept entirely free from obstruction.

5.26 All exit doors must be accessible during the whole time the public are on the premises.

5.27 The Hirer must familiarise themselves with the position of a telephone for summoning assistance, fire alarm system, escape routes, operation of any door opening devices, the location of the assembly point and fire fighting equipment. Fire fighting equipment should only be used in life threatening situations and should only be used by trained people. The

responsible person for the site should be consulted on any additional equipment necessary where stage performances or exhibitions are intended.

Materials

- 5.28 Mats or other floor coverings shall be secured to prevent rucking, and any drapes over the exit doors shall be hung to prevent them trailing on the floor or obstructing the exits.
- 5.29 Flammable materials are not to be used for the decoration of the premises unless such materials have been rendered flame retardant and are maintained as such. No naked flames can be used (e.g. candles, tealights etc.)
- 5.30 No hazardous substance/s shall be brought onto school premises unless the Control of Substances Hazardous to Health Regulations have been complied with in terms of material safety data sheets, COSHH risk assessment, and necessary controls and training are in place.
- 5.31 No hazardous substances can be stored at the school by the Hirer. Only sufficient quantities required for the activity should be brought to the site and all hazardous materials should be removed at the end of the activity (including any waste.)

Temporary Electrical Installations

- 5.32 Any temporary electrical installation must only be carried out by a qualified electrician and must comply with the applicable recommendations and requirements of the following:
- (a) The Institution of Electrical Engineers Regulations for the electrical equipment of buildings – current edition and amendments;
 - (b) The British Standard Specification and Codes of Practice – current edition and amendments; or
 - (c) The Electrical Supply Regulations – current edition and amendments.
- 5.33 All temporary installations shall be disconnected from the permanent installation immediately after the completion of the Hire.
- 5.34 All portable electric items must have been PAT tested within the last 12 months and a visual inspection should be carried out before use.

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Additional Conditions Governing Letting of School Meals Kitchens or Sculleries

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When the kitchen or scullery is used, the Cook/supervisor or another member of the School Meals Staff must be in attendance throughout the letting, except when only tea or coffee is made and no cooking is involved. Hirers who wish to have permission to use the kitchen or scullery without a member of Schools Meals Staff present should approach the Head of the School when the letting application is made.

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If boilers, cooking ranges or hot cupboards are used, the member of the School Meals Staff present during the letting must be responsible for their use.

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5.35 Hirers will normally be expected to provide their own cutlery, crockery and condiments.

5.36 All equipment and sinks must be left clean and tidy after use.

5.37 No animals are allowed in the kitchen or scullery.

Additional requirements for the Hiring of External School Premises (eg. School Playing Fields and Playgrounds)

5.38 If there is any doubt as to the fitness of the ground the Hirer must consult the Headteacher who will make the final decision as to whether the ground may be used, before the letting takes place. In the event of the ground being deemed unfit for use immediately before a letting is due to take place, any letting charge already paid will be refunded, and any account due will be cancelled.

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5.39 Hirers must be responsible for ensuring that everyone taking part in the lettings activities on the school playing fields and playgrounds, and all spectators, are properly and adequately supervised. Casual spectators not connected with the letting must not be admitted. Participants must have reasonable fitness to allow them to undertake the activity safely.

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~~Stakes or similar must not be driven into the ground, unless permission has been specifically given.~~

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~~Vehicles must not be driven over or parked upon the playing field at any time, in order to avoid extensive damage to the grounds leaving them unavailable for educational purposes. Vehicles must not be parked upon playgrounds unless permission has been specifically given.~~

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5.40 Bonfires are not permitted without permission of the Headteacher. Use of pyrotechnics/ fireworks are not permitted without express permission of the Headteacher, and are subject

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to a specific risk assessment. Pyrotechnic/ firework displays should be undertaken by competent specialists and fireworks should be sourced from reputable suppliers. Fire authority approval may also be necessary.

~~No marking out of pitches may be done except by the authorised ground staff unless permission has been specifically given.~~

5.41 Playgrounds and playing fields must be left in a clean, tidy and safe condition after use.

5.42 Any loudspeakers must be moderated so as not to cause a nuisance.

~~Spiked boots/shoes must not be worn on any synthetic playing surface.~~

The Headteacher must be consulted in advance if there is any doubt about the interpretation of the above 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.

These terms and conditions have been checked as they appear below by Forbes Solicitors. If you make any changes to these terms and conditions, you are advised to have them checked again by your own legal support.

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 and 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.
9. 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.
10. 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

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~~6. — 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~~

~~11. — 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.~~

~~12. — 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.~~

~~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.~~

~~14. — The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.~~

~~15. — 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.~~

~~16. — 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.~~

~~17. — 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.~~

~~18. — The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.~~

~~19. — 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.~~

~~20. — The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running.~~

~~21. — The hirer shall comply with all applicable laws and regulations relating to its use of the premises.~~

~~22. — 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.~~

~~23. — This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.~~

~~24. — 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.~~

5.43 6. Safeguarding

6. Safeguarding

Mile Oak Queens Park Primary School is committed to safeguarding and promoting the welfare of children and young people.

Any organisation wishing to hire the school premises for the provision of activities for children and young people under the age of 18, including our school pupils, will be expected to provide proof of:

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- [Enhanced Disclosure and Barring Service \(DBS\) checks for working with children](#)
- [Details of the organisation's Designated Safeguarding Lead \(DSL\) and Policy](#)

~~For details of Mile Oak Primary School's Safeguarding Team and Policy, please refer to <http://www.mileoakschool.co.uk/brighton-hove/primary/mileoak/site/pages/keyinformation/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.~~



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Appendix 1: Hire request form – ~~Mile Oak~~Queens Park Primary School

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

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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 ~~4~~5 of this policy & [Hire Agreement, appendix 2](#). [Confirmation of the Hire will only be confirmed upon receipt of a signed Hire Agreement](#). If you have any questions, please contact ~~Lynne Szkolark~~Kelly Bassett, School Business Manager, telephone: 01273 294881~~[name and details of staff member responsible for premises hire]~~.

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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	

~~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: Hire Agreement – School Premises

~~Mile Oak~~Queens Park Primary School

School/Premises:

~~Mr L~~Lording

Headteacher: Mrs E

Gale:.....

Hirer:

Purpose of Hire:

Date(s) of Hire:

Hiring Fee:

This agreement is between the above named School and the above named Hirer for the purpose stated under the following conditions.

1. General

1.1 The Headteacher and the School Governors are responsible for approving the hiring of school premises ('the Hire') and applications in the first instance should be made to the Headteacher.



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- 1.2 If the School is required for urgent official or academic reasons the School reserve the right to cancel the Hire. Should this occur the Hirer will be reimbursed with the Hiring Fee.
- 1.3 No alterations must be made to the school structure, fixtures or fittings. Notices must only be fixed to notice boards provided.
- 1.4 Suitable footwear must be worn so as not to damage the School floors. Nothing must be put on the floors that will change the properties of the floor.
- 1.5 Members of the public must not be admitted to the school premises after 10pm.
- 1.6 Alcoholic beverages must not be sold or consumed on the premises unless the Headteacher has given specific approval. Should such approval be given the Hirer must obtain the necessary licence, which must be produced, to the Headteacher prior to the Hire.
- 1.7 The Hirer must comply with the new smoke free legislation, which came into effect on 1 July 2007. Failure to comply may result in a fine for both the hirer and the school. Smoking is not allowed anywhere on the School premises.
- 1.8 Occupancy limits must not be exceeded (*School to list occupancy limits of rooms used for hire.*)

2. Hirer's Responsibilities

- 2.1 The Hirer must produce event documentation to include a risk assessment and an emergency action plan of the Hire. This documentation must include details of health and safety issues relating to the nature of the hire including arrangements for first aid, supervision, communication, crowd control, use of equipment, traffic management and emergency procedures, appropriate to the nature of the hire. The Hirer undertakes to follow any recommendations arising out of such Risk Assessment prior to the Hire. Further guidance on risk assessments is available from the HSE website. <http://www.hse.gov.uk>
- 2.2 The School reserves the right to undertake regular checks of the Hire of the Premises by the Hirer and any recommendations made by the School following such checks will be undertaken without delay by the Hirer. Failure to comply may result in termination of the hire arrangements.
- 2.3 If the Hirer wishes to cancel the Hire it must be notified in writing to the Headteacher at least one week before the Hire is due. In the event of the Hirer failing to give such notice the Hiring Fee will be non-returnable. Any preparation work carried out for the Hirer will be paid for by the Hirer.
- 2.4 The Hirer must be in attendance at all times and must provide and exercise adequate supervision throughout the Hire to prevent:
- (d) Damage to buildings, grounds, fixtures, fittings and equipment; and/or
 - (e) Excessive noise and/or nuisance to local inhabitants.
 - (f) Ensure that provisions for safety including recommendations identified through risk assessment are carried out.
- The Hirer will meet the cost of making good any damage caused.

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2.5 Adequate insurance will be affected by the Hirer to cover the liability in respect of the Hire. In respect of public liability insurance cover the Hirer shall affect a policy with a minimum indemnity limit of £5,000,000 in respect of any one incident.

2.6 The Hirer will provide the School with copies of the necessary insurances on request.

2.7 In the event of any injury, damage or loss being sustained, suffered or incurred by the Hirer or any other person. The Hirer shall accept full responsibility and shall indemnify the School from all costs. Including claims, demands and expenses arising therefrom save where any injury, damage or loss or to any claim arising therefrom was caused by the negligence of the School, or any servant or representative of the School, in which circumstances, the School will indemnify the Hirer from all costs, claims, demands and expenses arising therefrom.

2.8 In the event of any damage done to or loss of property suffered or incurred by the Hirer the Hirer shall accept full responsibility therefor and shall indemnify the School from all costs, claims, demands and expenses arising therefrom save where any damage or loss or to any claim arising therefrom was caused by the negligence of the School or any servant or representative of the School in which circumstances the School will indemnify the Hirer from all costs, claims, demands and expenses arising there from.

2.9 The School will not be responsible for the safety of any goods or articles of any kind that may be brought into or left on the Premises by the Hirer and/or any of his servants or representatives while on the Premises for the purposes of the Hire.

2.10 The School reserves the right to forthwith cancel the agreement if, in the opinion of the School, damage may be caused to the Premises; or if by flood, tempest, storm, fire or other cause beyond the School's control the Premises shall be rendered unfit for use; or if the School considers it necessary to close the Premises for the purpose of executing urgent repairs or alterations; or if, in the opinion of the School, it is in the public interest that the Premises should be closed for any reason.

2.11 The Hirer is responsible for providing a person/persons who is capable of administering First Aid. The Hirer is also responsible for ensuring that himself, his appointed representative and the person/s responsible for administering First Aid are aware of the location of First Aid facilities and an outside telephone. First Aid facilities (e.g. First Aid box) must be provided by the hirer.

2.12 The Hirer or his appointed representative is responsible for reporting any accidents on the school's official accident report form, (HS2 Health and Safety Incident Report) and notifying the Headteacher / Caretaker as instructed. Copies of the necessary accident report forms shall be made available to the Hirer as necessary. Where appropriate, the school will provide a copy of the Incident Report form to Brighton and Hove City Council's Health, Safety and Wellbeing Team for necessary review and investigation.

2.13 The Premises must be left clean and tidy after use. The cost of any additional cleaning found to be necessary will be met by the Hirer.

2.14 Public performances, entertainment, performance of music, singing or dancing to which members of the public are admitted are not permitted unless prior permission has been obtained from the Headteacher who will determine that the School premises are adequately licensed for those purposes.

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2.15 The hirer is responsible for any waste generated by the activity of the hire and must dispose of it appropriately.

3. Security and Safeguarding of Children and Young People

3.1 Schools follow best practice in implementing a child protection policy including Disclosure and Barring Service (DBS) checks of adults who work with children in school. Therefore, any organisation hiring school premises, if working with children and young people, will be expected to provide written evidence that they also have a child protection policy and that adequate arrangements are in place to protect children and young people.

3.2 If the organisation does not have these measures in place, the School may decline to enter into a Hire Agreement.

4. Fire Precautions

4.1 The Hirer should be provided with a copy of the schools Emergency Evacuation Plan.

4.2 The Hirer must be in attendance at the scene of the activity during the whole time that the premises are open to the public and during this time an adequate number of competent attendants shall be on duty. The Hirer or his appointed representative shall not be engaged in any duty that will prevent his overall supervision of the Hire.

4.3 The Hirer must ascertain and comply with any special fire precautions or requirements contained in music, singing and dancing, theatres, or any other licences appropriate to the intended use of the premises. A fire risk assessment must be completed to cover all activities that will take place for the duration of the hire to satisfy the requirements of current fire safety legislation. This must be made available to the responsible person of the building. Use of pyrotechnics and special effects are not permitted without express permission of the Headteacher, and are subject to specific risk assessment. Fire authority approval may also be necessary.

4.4 Seating, gangways and passages shall be provided as approved by the responsible person acting on behalf of the School.

4.5 All gangways, corridors, fire escape routes and external passageways intended for entrance and exit shall be kept entirely free from obstruction.

4.6 All exit doors must be accessible during the whole time the public are on the premises.

4.7 The Hirer must familiarise themselves with the position of a telephone for summoning assistance, fire alarm system, escape routes, operation of any door opening devices, the location of the assembly point and fire fighting equipment. Fire fighting equipment should only be used in life threatening situations and should only be used by trained people. A nominated person should be responsible for using the fire fighting equipment, if necessary. The responsible person for the site should be consulted on any additional equipment necessary where stage performances or exhibitions are intended.

5. Materials

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- 5.1 Mats or other floor coverings shall be secured to prevent rucking, and any drapes over the exit doors shall be hung to prevent them trailing on the floor or obstructing the exits.
- 5.2 Flammable materials are not to be used for the decoration of the premises unless such materials have been rendered flame retardant and are maintained as such. No naked flames can be used (e.g. candles, tealights etc.)
- 5.3 No hazardous substance/s shall be brought onto school premises unless the Control of Substances Hazardous to Health Regulations have been complied with in terms of material safety data sheets, COSHH risk assessment, and necessary controls and training are in place and must be agreed by the Headteacher.
- 5.4 No hazardous substances can be stored at the school by the Hirer. Only sufficient quantities required for the activity should be brought to the site and all hazardous materials should be removed at the end of the activity (including any waste.)

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Temporary Electrical Installations

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- 5.5 Any temporary electrical installation must only be carried out by a qualified electrician and must comply with the applicable recommendations and requirements of the following:
- (d) The Institution of Electrical Engineers Regulations for the electrical equipment of buildings – current edition and amendments;
- (e) The British Standard Specification and Codes of Practice – current edition and amendments; or
- (f) The Electrical Supply Regulations – current edition and amendments.
- 5.6 All temporary installations shall be disconnected from the permanent installation immediately after the completion of the Hire.
- 5.7 All portable electric items must have been PAT tested within the last 12 months and a visual inspection should be carried out before use.

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6. Additional Requirements for the Hiring of External School Premises

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- 6.1 The Hirer must consult the Headteacher if there is any doubt about the condition of the ground. In the event of the ground being deemed unfit for use immediately before the Hire is to take place, the hire charge will be refunded.
- 6.2 The Hirer must ensure adequate supervision is exercised over everyone taking part in the Hire including spectators. Casual spectators not included in the Hire must not be admitted. Participants must have reasonable fitness to allow them to undertake the activity safely.
- 6.3 Stakes or similar must not be driven into the ground unless specific permission has been given.
- 6.4 Vehicles must not be driven over or parked on the playground unless prior permission has been obtained, weight restrictions assessed and all precautions have been taken to separate pedestrian and vehicular traffic. A limit of x [maximum no. to be determined by the school, as is practical] vehicles will be placed on any external Hire. Access and exits must be monitored

by the Hirer and/or his representative at all times to ensure safety of pedestrians and vehicular traffic.

6.5 Unless prior permission has been obtained, bonfires are not permitted. The use of pyrotechnics/ fireworks is not permitted without express permission of the Headteacher, and is subject to a specific risk assessment. Pyrotechnic/ firework displays should be undertaken by competent specialists and fireworks should be sourced from reputable suppliers. Fire authority approval may also be necessary.

6.6 Playgrounds must be left in a clean, tidy and safe condition.

6.7 Any loudspeakers must be operated at moderate volume so as not to cause a nuisance.

6.8 In relation to car boot sales or similar, the Hirer should take all reasonable steps to ensure that items sold on the School Premises are legal and appropriate for the Premises. It is the Hirer's responsibility to ensure that the name of the School is not brought into disrepute by the sale of illegal or inappropriate items. The Hirer should refer to the Headteacher for guidance on such items.

7. After the Hire

7.1 On completion of the Hire the Hirer must carry out an inspection of the Premises to ensure that:

- (a) all windows and doors are closed and secured;
- (b) the premises have been left clean, tidy and safe; and
- (c) there are no signs of a fire.

8. Termination

8.1 In the case of regular Hires, each party reserve the right to terminate this Agreement giving the other party one month's notice in writing.

8.2 In the event of a breach of the terms of this Agreement by the Hirer concerning public safety including any failure to implement the recommendations of the Risk Assessment of the Hire, the School may terminate this Agreement with immediate effect.

8.3 The School's decision to terminate under Clauses 8.1 or 8.2 shall not give rise to any claims for damages or otherwise by the Hirer.

9. Indemnity

10.1 The Hirer agrees and undertakes with the School to indemnify and keep the School indemnified from and against all actions proceedings costs claims and demands by third parties in respect of any damage or liability caused by or arising from the use or occupation of the School Premises by the Hirer.

In the event of difficulty during the Hire please contact:

Headteacher: Mrs E Gale

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~~Premises~~School Business Manager: ~~Mrs M Lawrance~~ ~~Mr Axel Toth~~

Please sign below to indicate you have read and accepted the above terms and conditions of Agreement and specific conditions governing the letting of school premises, pages 4 - 10.

Signed: _____

Hirer _____

Print Name: _____

Address: _____

Email address: _____

Telephone: _____

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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 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 [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]. 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.

If there is any other paperwork you require to see when someone hires the premises, add it to the above paragraph.

We've provided with this confirmation details of emergency evacuation procedures in the event of a fire/similar emergency. Please make sure you're familiar with these before the date of hire.

If there are any other documents you want to submit and make sure the hirer is familiar with, add them to the above paragraph.

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 support with any issues.

Kind regards,

[staff member]

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