



Potton Primary School

Premises Hire Policy

Date Policy Last Reviewed: October 2024

Signed by:

J Watts

Headteacher

Date: 1.10.24

B Sonnen

Chair of Governors

Date: 20th November 2024

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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 premises to cover the costs of hire and, where appropriate, raise additional funds for the School
- Not let any hiring out of premises interfere with the School's primary purpose of providing education to its children
- Hire out facilities in a way that is safe, following government guidelines and the School's risk assessment(s)

2. Areas available for hire

2.1 Available areas

The School will permit the hire of the following areas:

- Sports Hall (The Branches Gym)
- School Hall (The Roots Hall and/or The Branches Hall)
- Playing Fields (The Roots and/or The Branches)

2.2 Capacity

The maximum capacity for hiring each area are as follows:

AREA	CAPACITY
Sports Hall (The Branches Gym)	150
School Hall (The Roots and/or The Branches)	The Roots – Seating 150 The Roots - Standing 180 The Branches – Seating 200 The Branches –Standing 250
Playing Fields (The Roots and/or The Branches)	

3. Charging rates and principles

3.1 Rates

The rates for hiring out different areas are available on request from the school office and they can be contacted either by phone on 01767 260034 or by email at office@pottonprimary.co.uk. 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.

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

3.2 Review

The revenue raised from hiring out will be reviewed by the Headteacher 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 can be found 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 the Headteacher and Office Manager.

If the request is approved, we will contact the hirer with payment details and make arrangements for the dates and times in question. Details of the emergency evacuation procedures and any other relevant health and safety information will be discussed with the caretaker at the time of arrival of the first booked hire. The hirer will also need to provide proof of 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.

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 school premises will not be let to individuals or organisations if there is reason to believe that the name of the School will be brought into disrepute. Decisions whether to permit lettings will be made by the Governing Body. If the Headteacher believes a letting should not be permitted a report will be made to the Governing Body giving reasons.

Cancellations

3. The School reserves the right to cancel letting arrangements, without notice if necessary. This will be done only in exceptional circumstances. Use of the playing fields or football pitches may be cancelled at any time should we consider that they are unfit for use. When a letting is cancelled by the School an alternative letting will be offered if possible and an adjustment made to the letting fee if appropriate e.g. if the alternative is in less suitable or smaller premises.

A 50% cancellation charge will be levied if less than one weeks' notice is given by the hirer on cancellation of a booking and the full amount will be charged if less than 24 hours' notice of cancellation.

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.

Smoking:

4. Smoking and vaping is prohibited within any part of the school buildings and grounds.

Removal of rubbish and cleaning

5. Hirers must ensure that premises and grounds are left in the condition they were found in, leaving the area clean and tidy and not leaving any of their own equipment behind. All litter and waste materials should be removed and, where items of furniture have been moved, they are put back in position at the end of the letting. A further charge may be levied if additional cleaning is required.

Public Liability

6. The hirer will be responsible for arranging personal accident insurance and 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. Potton Primary School and the Local Authority cannot accept any responsibility for loss or damage to personal effects.

Fixtures and Fittings

7. Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required. Hirers will be held responsible for any damage to premises or property which occurs during or as a result of their use.

Supervision

8. Hirers must ensure full supervision is provided during lettings especially on playing fields and in specialist technical areas as the School and the Local Authority will not be responsible for any claims which may arise as a result of negligence on the part of the hirers or their supervisors.

Public Safety

9. The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct, and - where applicable - the Hirer must adhere to the correct adult/pupil ratios at all times. The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approval given. 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. Members of the party must not enter other rooms or areas other than those allocated.

First Aid

10. There is no legal requirement for the school to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. Use of the school's resources is not available.

Fire and Accident Procedure

11. In the event of fire immediately dial 999 for the Fire Brigade. Evacuate all personnel to a safe place. Check your register, await Fire Brigade. Immediately thereafter telephone the Site Agent or his designated substitute. In the event of an accident – follow First Aid procedures; telephone 999 for Ambulance. Immediately thereafter telephone Site Agent or his designated substitute. Obtain names and addresses of at least two witnesses where possible. If accident has occurred whilst utilising the Schools equipment do not move or touch the equipment until a School representative has examined it.

Payment of Invoices

12. The hirer will pay all fees relating to the hiring of the premises, grounds and equipment within fourteen days of the date of the invoice. Failure to comply with the conditions above will result in the refusal of future requests to hire premises and grounds. 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.

Alcohol Consumption

13. No alcohol must be served or consumed on the premises.

Additional Terms

14. 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.

15. The hirer shall not sub-licence any of the premises under the licence.
16. 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.
17. Any additional uses of the premises not agreed in writing by the School will result in the immediate termination of the licence
18. The School shall retain control, possession and management of the premises and the hirer has no right to exclude the School from the premises.
19. 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.
20. 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.
21. 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.

22. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior written agreement from the School.
23. 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.
24. 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.
25. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running
26. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
27. 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.
28. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
29. 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 children 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 children, for example if the hire occurs during school hours, or when children 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 if applicable.

The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact the Headteacher via **head@pottonprimary.co.uk** as soon as reasonably practicable.

7. Monitoring arrangements

We will review and update this policy when the guidance on which it is based changes or when this version of the policy otherwise stops being applicable.

Any updates to this policy will be shared with the full governing board.

Appendix 1: Hire request form

Before filling out a request form, please familiarise yourself with our terms and conditions for the hire of our premises and our rates of hire, which you can find in sections 2 and 5 of this policy. If you have any questions, please contact the Office Manager via **office@pottonprimary.co.uk**

Name of applicant/organisation and company number (where applicable)	
Applicant contact details	Address: Phone no: Email address: Invoice address if different from above:
Preferred method of contact	
Purpose/activity of organisation/details of event <small>(no alcohol, smoking or vaping permitted on the premises)</small>	
Area to be hired	
Date and time access to school required <small>(to include preparation time and time for cleaning afterwards)</small>	

<p>Is this a recurring request, or one off? If recurring, indicate the frequency and number of occurrences (e.g. weekly, 10 weeks)</p>	
<p>Number of expected participants in the activity</p>	
<p>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)</p>	
<p>Additional equipment you will be providing yourself</p>	
<p>Confirmation and details of the safeguarding and child protection arrangements you have in place if applicable.</p>	

DECLARATION BY HIRER:

I acknowledge that I have received a copy of the terms and conditions governing this letting and understand them.

I agree to abide by them and to pay the sum in accordance with the Terms and Conditions.

I agree to provide public liability verification with this form and once expired I will provide the renewal certificate with immediate effect.

Date:.....

Signature of Hirer:

.....

Please return this form via email to office@pottonprimary.co.uk . We will be in touch to inform you if your application is successful, and if so details of the full cost.

Appendix 2: Confirmation of licence template letter

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, 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
- Safeguarding Policy if applicable

You can contact the Office Manager via office@pottonprimary.co.uk with any questions about hiring the premises.

Out of Hours Contact Details:

Jason Clarke, Site Agent

jclarke@pottonprimary.co.uk

Kind Regards,

Miss J Watts

Headteacher of Potton Primary School