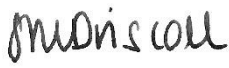





Premises Hire Policy

NAMED PERSON	Emma Windsor
ATTACHED COMMITTEE	Finance, Resources, Audit and Risk

LAST REVIEW DATE	November 2022
REVIEW CYCLE	1 Year
NEXT REVIEW DATE	November 2023

Mrs S Driscoll – Chair of Governors	Mr F Murphy – Head Teacher
Signed: 	Signed: 
Date: 12.12.2022	Date: 12.12 2022



SIR THOMAS FREMANTLE SECONDARY SCHOOL

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Premises Policy

1. Aims and scope

The school aims 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 staffing and, where appropriate, raise additional funds for the school
- Not let any hiring out of the premises interfere with the school's primary purpose of providing education to its pupils
- Hire out facilities in a way that is safe, following government guidelines

2. Available areas for hire

The school will permit the hire of the following areas:

- Sports hall
- School Hall
- Ground Floor classrooms
- MUGA/Astro
- Dance Studio
- Food Technology Room

3. Charging rates and principles

3.1 Rates

The rates for hiring out different areas are listed in the table at the end of the booking form and the definitions of the different rates are below:

- Non-profit community or charity organisations can hire the premises and will be charged a charity/community hourly rate which is a slightly reduced rate, for example community football teams or the local church.
- Commercial rates are charged to hirers who hire the premises as part of their business and are a registered company.

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

3.2 Cancellations

We reserve the right to cancel any agreed hiring with a minimum of 48 hours' 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 48 hours' 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 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 fill out the application to hire school premises request form, which you can find in appendix 1 of this policy, and read the terms and conditions of hire set out in section 5 and return to the School Finance email. Approval of the request will be determined by the Business Manager.

If the request is approved, we will contact the hirer with details their booking and invoices will be sent to hirers on a monthly basis, we require payment to be made within 14 days of receipt of the invoice. The hirer will also need to provide proof of its public liability insurance.

We reserve the right to decline any applications at our absolute discretion, in particular where the organisation does not uphold the values of the school, 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 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 licence 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 school premises request form.
6. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the licence.

7. The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.
8. The hirer shall be responsible for all matters relating to health and safety and shall be responsible for those in attendance during the specified time.
9. The hirer must take out its own public liability insurance with a reputable insurer approved by the school and, where requested by the school, shall provide a copy of the relevant insurance certificate no less than 10 days before the start date of the hire.
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 48 hours notice will be refunded.
14. Any cancellations by the hirer received with less than 48 hours notice, or in the case of cancellations relating to COVID-19 with less than 24 hours' 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 behind.
17. The hirer will clean their own equipment brought into the premises, and clean the premises after use.
18. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior written agreement from the school.
19. If the hirer breaches any of the terms and conditions the school reserves the right to terminate the licence and retain any fees already paid to the school, without affecting any other right or remedy available to the school under the licence or otherwise.
20. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
21. The hirer will acquire all appropriate additional licences for any activities they are running, including those required for use of any third party intellectual property.
22. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running. This includes a risk assessment for COVID-19.

23. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
24. The school's premises hire policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation letter issued by the school shall apply to and are incorporated in the licence.
25. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
26. The school and the hirer irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising from this licence.

6. Safeguarding

The school is dedicated to ensuring the safeguarding of its pupils at all times. It is a requirement of hire that hirers abide by the schools' requirements in respect of safeguarding. Any failure from the hirer in this respect will result in the hire being terminated.

It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space.

If there is a chance that those hiring the premises will come into contact with pupils, for example if the hire occurs during school hours, or when pupils may be present in the school (during after school clubs or extra-curricular activities), we will ask for confirmation that the hirers have had the appropriate level of DBS check.

The hirer will be required to have appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide copies of these policies on request to the school.

The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact headmaster@sirthomasfremantle.org 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. If you have any questions, please contact School Finance at mandy.putman@sirthomsfremantle.org

SIR THOMAS FREMANTLE



APPLICATION TO HIRE SCHOOL PREMISES

Please return to: facilityenquiries@sirthomasfremantle.org AND mandy.putman@sirthomasfremantle.org (School Finance)

Name of Applicant:				
Address of organisation:				
Contact Telephone Number:				
Contact Email Address:				
Activity of Organisation:				
Details of facilities Requested (Hall Classroom, Grounds etc)				
For regular bookings	Start date:	Day:	Start Time:	Finish Time:
For one off bookings	Date:		Start Time:	Finish Time:
<i>(please allow time for your preparation and clearing up)</i>				
Use of School Equipment (please specify your request: e.g. Tables, Chairs)				
Details of any Electrical Equipment to be brought in				
Max No. of Participants:		Age Range of Participants:		
No. of Supervising Adults:				
Relevant Qualifications of Adults:				
Where relevant have DBS checks been carried out? When? By Whom? Please list details below:				

Dates during the year when the Hall will be unavailable due to school use or closure will be issued at the beginning of the school year in September or as soon as it is known. These dates may be subject to change, but prior notice will always be given if the premises become unavailable due to unforeseen circumstances.

The Applicant confirms that adequate and appropriate insurance cover is in place for the activity to be carried out (*see Terms and Conditions for further details*).

The Applicant confirms that arrangements are in place with reference to First Aid (*see Terms and Conditions for further details*).

The Applicant undertakes to comply with the regulations regarding the use of own electrical equipment (*see Terms and Conditions for further details*).

For any organisation hiring the facilities for activities involving young people and/or vulnerable adults, the school require sight of any DBS certificates along with proof of identification of all supervising adults. Certificate will not be copied by the school but the certificate numbers will be recorded centrally.

Any other relevant information

I confirm that I am over 18 years of age, and that the information provided on this form is correct. I confirm that I am authorised to book this facility on behalf of the organisation shown on the proposal form.

I confirm that I have read and agree to the Terms and Conditions of lettings at Sir Thomas Fremantle School.

<i>Name of Hirer (please print)</i>	
<i>Signature of Hirer</i>	
<i>Date:</i>	

HIRE AGREEMENT – HIRE OF PREMISES AT SIR THOMAS FREMANTLE SCHOOL

The Governing Body of Sir Thomas Fremantle School (hereafter known as STFS), Buckingham Road, Winslow, Bucks. MK18 3GH agrees the following letting:

The Hirer:			
Address:			
Telephone:			
Area(s) of the School to be used:			
Specific Nature of Use:		Maximum Attendance:	
Details of any School Equipment to be used:			
Date(s) & Times of Hire:			
Fee :	£		
Insurance charge - (if details of own insurance not provided)	£		
Balance due by:	2 weeks from date of invoice		

The Governing Body agree to hire the premises to the Hirer on the date(s) and for the period(s) mentioned above, upon payment of the Fee. The Hirer accepts all the conditions of hire as set out in the attached Terms and Conditions document.

Signed (on behalf of STFS)		Date:	
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INDICATIVE LETTING CHARGES – SCHOOL PREMISES

AREA	INDICATIVE CHARGES (<i>Hourly Rate</i>)	
	Charity / Sports / Community Group	Affiliated Team ¹ / Commercial / Other
Main Hall	30	37.50
Conference Room ²	25	32.50
Dance Studio	35	42.50
Food Room	35	42.50
Sports Hall	35	42.50
All-weather (Half)	30 An additional £5 per hour to be charged if flood lights are used	37.50 An additional £5 per hour to be charged if flood lights are used
All-weather (Whole)	40 An additional £5 per hour to be charged if flood lights are used	47.50 An additional £5 per hour to be charged if flood lights are used
Tennis / Netball Court	20	27.50
MFL Classroom	20	27.50
MFL Classroom	20	27.50
MFL Classroom	20	27.50
MFL Classroom	20	27.50

All classrooms are equipped with LED Digital Screens which may be used by hirers. The projector and screen in the main hall may also be used.

¹*The School reserves the right to seek evidence of affiliation to a nationally recognised sports body.*

All rates are indicative and subject to negotiation.

**** Please contact us for insurance charges if you are not able to provide a copy of your own policy.**