



# Premises Hire Policy

Policy adopted	September 2021
SLT Member Responsible	K. Jones
To be reviewed	Annually
Date of last review	N/A
Date of next review	September 2026
To be approved at meeting of Governing Body:	
Headteacher	Vivienne Qurrey
Chair of Governors	Tracey Knight

**Approved by:**

**Date:**

**Last reviewed on:**

February 2024

**Next review due by:**

February 2026

# Contents

1. Aims.....	3
2. Areas available for hire.....	3
3. Charging rates and principles.....	4
4. Application process.....	4
5. Terms and conditions of hire.....	4
6. Safeguarding.....	8
Appendix 1: Hire request form.....	9

---

## 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:

- Sports hall
- Gym
- Classrooms
- Old Chapel

### 2.2 Capacity and charging rates

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

AREA	CAPACITY	COST
Sports Hall		£50 per hour £200 per day
Gym		£45 per hour £180 per day
Classrooms		£35 per hour £115 per day

AREA	CAPACITY	COST
Old Chapel		£45 per Hour £180 per day
School New Hall		£45 per hour £180 per day

## 3. Charging rates and principles

### 3.1 Rates

The rates for hiring out different areas are listed in the table in the section above. We may decide that certain organisations or activities can use the premises for a reduced rate, or free of charge, if it supports the core aims of the school.

The Governors reserve the right to vary the hiring fee at any time up to 28 days before the date of the event for which the accommodation has been hired, whether the previously notified fee has been paid or not. Any additional fee involved must be paid before the hire takes place.

### 3.2 Cancellations

We reserve the right to cancel any agreed hiring with a minimum of **2 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.

Cancellations by hirers will be accepted on the basis that if 14 days or more notice is given then 50% of the full fee will be payable, and, if less than 14 days, then the full fee will be payable.

Provisional bookings will be reserved for 7 days from the receipt of the enquiry

### 3.3 Review

The revenue raised from hiring out will be reviewed by the Business Manager 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 you can find 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 Business Manager

If the request is approved, we will contact the hirer with details of how to submit payment and make arrangements for the date and time in question. We will also send on details of the emergency evacuation procedures and other relevant health and safety documents. The hirer will also need to provide proof of their public liability insurance.

We reserve the right to decline any applications at our absolute discretion, in particular where the organisation does not uphold the values of the school, or reputational damage may occur.

## 5. Terms and conditions of hire

The following terms and conditions must be adhered to in the hiring of the school premises. Any breach of these terms will result in cancellation of future hires without refund.

1. "Hirer" means the person or entity identified in the relevant hire request form.
2. The hirer shall pay the full amount as stipulated by the school, and shall not be entitled to set off any amount owing to the school against any liability, whether past or future, of the school to the licensee.
3. The hirer shall occupy the part(s) of the premises agreed upon as a non-exclusive licensee and no relationship of landlord and tenant is created between the hirer and the school by this licence.
4. A deposit of £100 will be payable at the time the full fee is due. Appropriate deductions will be made if the premises are not vacated at the time specified on the booking form or if damage is caused to furniture, fittings or equipment. The outstanding balance will be refunded to the hirer within 14 days after the date of the event.
5. The hirer, who must be over 18 years of age, will be required to pay the full fee no later than 28 days before the event takes place.
6. Failure to comply with the safeguarding arrangements in section 6 would lead to immediate termination of any agreement
7. School kitchens may be used by the hirer or a catering contractor who is approved by the Governing Body, subject to the payment of a fee and compliance with the specific conditions set out elsewhere for their use.
8. No items likely to cause damage to the floors, walls or other finishes, such as barrels, bottles, cases, etc. shall be brought into school accommodation without the hirer having taken adequate protective measures.
9. The hirer shall not sub-licence any of the premises under the licence.
10. 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.
11. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the licence.
12. The Governors shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.
13. 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.

14. 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.
15. The Governors will not be responsible for any loss of property, injury to persons or any other claim sustained during the period of hire, except insofar as any loss or injury may be caused by, or any claim result from, any act or default of the School or of any employee of the Governors acting in the performance of his duties as such employee.
16. 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
17. 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.
18. Cancellations by hirers will be accepted on the basis that if 14 days or more notice is given then 50% of the full fee will be payable, and, if less than 14 days, then the full fee will be payable.
19. The Governors may, at any time, cancel any booking, in which case the hirer will be reimbursed the full amount paid. The Governors will not be held responsible for the loss of any estimated income or actual expenses arising from such cancellations. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
20. The hirer shall at all times permit access to the premises and services by the employees of the Governors. Access must also be given at all times to police officers, and Environmental and Consumer Services Officers if the premises are in use for a licensed event.
21. The Governors will not be responsible for any loss to the hirer due to breakdown of machinery, failure of supply of gas, water or electricity, leakage of water or fire (except insofar as any such loss may be caused by any act or default of the Governors or any employee) or due to any Government restrictions or Act of God, which may cause the premises to be closed or the hiring to be interrupted or cancelled.
22. No copyright dramatic or musical work shall be performed without the license of the owner of the copyright and all such licenses shall be produced on demand to the School or any duly authorised officer of the Governors. The hirer shall indemnify the Governors against any infringement of copyright which may occur during the hiring. All Performing Rights Society conditions must be adhered to where musical works are being performed.
23. The hirer shall, upon request, provide for approval a copy of the programme of any entertainment to be given by the hirer. Once approved, the entertainment provided must conform to the programme (if the programme is not approved, and cannot subsequently be varied as necessary, the hirer will be allowed to cancel the hiring on payment of the appropriate fees as set out in paragraph 7 above).

24. The Governors will normally have a representative in attendance during the period of a letting to ensure compliance with these conditions and that person will be invested with the power to terminate a letting immediately if circumstances so demand.
25. It is the responsibility of the person in charge of the hire to arrange appropriate first aid cover during the course of the event. First aid boxes are available from the School's representative on duty, if required.
26. At the beginning of each event, the person in charge of the hire must instruct the attendees with regard to the fire evacuation procedures (on hearing the alarm signal of a continuously ringing bell, all occupants of the building should use the fire exits and proceed to the assembly point, on the enclosed hard courts at the rear of the School) and the location of fire call points and fire exits.
27. Any accident or incident must be reported using the School's procedures and documentation.

The Governors' representative in attendance, or other duly authorised officer of the Governors, will also have the authority to control the volume of sound caused by musical equipment.

In the event of a hire being terminated because of failure to comply with any of these conditions, all sums paid by the hirer will be retained and the Governors will reserve the right not to accept any further requests to hire accommodation.

28. The hirer, or the responsible person whose name and address must have been supplied to the Governors before the date of the hiring, must be in attendance at the premises throughout the period of the hire.

The hirer shall be responsible for maintaining order throughout the period of the hire and shall ensure that events are properly supervised, with sufficient stewards, if so required.

The hirer should ensure that the use of the premises does not cause a nuisance to local inhabitants. For evening lettings, the hirer must provide to the Governor's representative on site the name of a person to supervise their guests' departure from the car park at the end of the event.

29. 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.
30. 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.
31. 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.
32. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
33. 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.
34. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running.
35. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
36. 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.
37. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
38. The school and the hirer irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising from this licence.

## 6. Safeguarding

The school is dedicated to ensuring the safeguarding of its pupils at all times.

It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space. The Governors will ensure that appropriate arrangements are in place to keep children safe.

Hirers must have the enhanced DBS and will be entered onto the School's Single Central Record. Hirers must also have the appropriate safeguarding and child protection policies in place and a copy must be sent to Mrs L Austin who will forward it to the School's DSL. Hirers must ensure that there are arrangements in place to liaise with the school on these matters where appropriate. The School should also ensure safeguarding requirements are included in any transfer of control

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.

Hirers must have a Designated Safeguarding Lead appointed. Hirers must ensure that there is a regular review of employees and volunteers. If an allegation is made against a member of their staff, SHOM procedures need to be followed including contacting the LADO (Local Authority Designated Officer).

**Appendix 1: Hire request form**

**THE GOVERNING BODY**

**SACRED HEART OF MARY GIRLS' SCHOOL**

**St. Mary's Lane, Upminster, Essex, RM14 2QR**

**Telephone: 01708 222660**

**Fax: 01708 226686**

Please reply to Mrs. K. Jones

To be completed by the person responsible for Payment in respect of the Hire.

DATE(S)	TIMES FROM - TO	AREA(S) REQUIRED	PURPOSE OF HIRE	NO OF CHAIRS REQUIRED?	WILL ALCOHOL BE CONSUMED?

**Further Information/Details**

I wish to book the accommodation indicated and agree to the conditions of hire. I will pay the appropriate charge to "Sacred Heart of Mary Girls' School" at least 28 days before the function otherwise the booking will be cancelled. The Governors reserve the right to let the premises and their decision upon any application shall be final and given without reason.

Signature of Applicant: .....

Full Name (in Block Letters): .....

Address: .....

.....

Telephone No: .....

Society or Organisation: .....  
(if applicable)

Date: .....

---

I confirm the hiring as above, the fee for which will be:

Total Hire Charge: £ (Inclusive of £100 refundable deposit)

Signed: ..... Business Manager