CAMBRIAN

Nurturing Growth - Inspiring Minds

Premises Hire Agreement Policy and Procedure

(including Terms and Conditions)

V1.2

This document applies to all academies and operations of Cambrian Learning Trust.

www.cambrianlearningtrust.org

Document Control			
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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
- Ensure that hiring out of the premises complies with Keeping Children Safe in Education and our safeguarding and child protection policies, procedures and principles
- Hire out facilities in a way that is safe, following government guidelines and the school's risk assessment(s)

Areas available to hire

Available areas

The school will permit the hire of the following areas:

- School hall
- Classrooms
- Playing fields

Capacity and charging rates

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

Area	Capacity	Cost
School Hall	Standing = 198 people Seated = 99 people	£35 per hour

Area	Capacity	Cost
Classrooms	£30 - seated	£30 per hour

Playing fields	N/A – discussion on application, variable depending on even	£35 per hour

Charging rate and principles

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 rates are reviewed on an annual basis and the school will give the hirer 28 days' notice in writing of a variation to the rate.

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

Cancellations

We reserve the right to cancel any agreed hiring with a minimum of 5 days' notice. A full refund will be issued if we do cancel a hire, except for the circumstances outlined in the next paragraph.

As part of our duty of care under Keeping Children Safe In Education (KCSIE), we need to seek assurance that any hirer has appropriate safeguarding and child protection policies in place, where necessary. These safeguarding requirements are a condition of hire and failure to comply with this at any point prior to, or during, the hire will lead to termination of agreement with immediate effect and without refund.

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 10 days' notice, in writing, and will be provided a full refund. If less notice than this is given, the licensee shall not be entitled to a refund.

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.

Ending the agreement

The school may end this agreement by giving the Hirer one month's written notice to expire at any time or by immediate notice if the Hirer breaches this agreement.

Privacy notice / maintaining a hirer register

Each school will maintain a hirer register, under the legal basis of Contract, from details provided on the Hirer Request Form, that includes:

- Hirer Name and contact details
- Date of hire/ first hire
- Current charges
- Whether a key has been given

For all hiring sessions we will also hold, under the legal basis, Legal Obligation:

- Confirmation that hirer has followed Keeping Children Safe in Education and a that a copy of their Child Protection & Safeguarding policy has been provided.

For hiring sessions during school operational hours we will also hold, under the legal basis, Legal Obligation:

- Confirmation of a DBS check

For hiring sessions that deliver directly to our pupils, and not under direct supervision of our staff we will hold, under the legal basis, Legal Obligation:

- A DBS number; and we will carry out a check and will be held on the school Single Central Record

This information is held for the booking + one academic year.

Application Process

Those wishing to hire the premises must 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 sections below.

The applicant who signs the form must be over 21 years of age.

The hirer must 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 the Office 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 need to provide proof of their public liability insurance, alongside relevant safeguarding information (see terms and conditions in the following sections).

Depending on the nature and size of the event, we may decide that an appropriate risk assessment is carried out by the hirer and shared with the school before the hirer uses the premises.

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 or where safeguarding does not meet our expectations.

We require payment in full and up front.

Linked documents

This policy and procedure must be used in conjunction with:

- Keeping Children Safe in Education
- After-school clubs, community activities, and tuition - safeguarding guidance for providers
- Health and Safety at Work Act 1974
- Management of Health and Safety at Work Regulations 1999
- Occupiers Liability Act 1984
- Oxfordshire Safeguarding Children's Board Child Protection Procedures,
- Child Protection and Safeguarding Policy
- Premises Hire (Letting) confirmation letter
- Premises Hire (Letting) Charging Guidelines (internal use only)

You may also need:

- Security and Key holder policy and procedure

- Asbestos Management information for your premises

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” and “licensee” means the person or entity identified in the relevant hire request form.
2. “We”, “us” and “our” means the Cambrian Learning Trust (the “Trust”)
3. The hirer shall be age 21 or over.
4. The hirer must not represent or otherwise be connected with any organisation with an extremist or unlawful background, nor shall any hirer use the premises to discuss or promote any extremist or unlawful ideology or activity.
5. 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.
6. 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.
7. The hirer shall not sub-licence any of the premises under the licence.
8. 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.
9. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the licence.
10. The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.
11. All persons hiring the school premises will be expected to conform to relevant Health and Safety regulations and will be required to follow the instructions of the Headteacher or other authorised school personnel at all times.
12. The hirer shall be for those in attendance during the specified time and must take out its **own public liability insurance** with a reputable insurer and shall provide of copy of the relevant insurance certificate no less than **10 days** before the start date of the licence.

    Where the hirer does not have their own insurance, this may be waived in exceptional circumstances on the basis that the Trust has Hirer’s liability insurance. Written agreement must be given by the Headteacher for the hire of premises by a hirer without public liability insurance.

13. 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.
14. 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
15. 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.
16. Any cancellations by the hirer received with less than 10 days' notice will not be refunded.
17. Any cancellations by the school made with at least 5 days' notice will be refunded. This is with the exception of the safeguarding point below.
18. The hirer will confirm in writing that they follow the Keeping Children Safe in Education guidance and will provide a copy of their Child Protection & Safeguarding policy prior to the hire. These safeguarding requirements are a condition of hire and that failure to comply with this at any point prior to, or during, the hire will lead to termination of agreement with immediate effect and without refund. There may be exceptions to the need for a Safeguarding Policy – consult with the premises for more information.[1] In these cases safeguarding remains the responsibility of the hirer.
19. 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 must ensure that adequate supervision is available at all times and see that no unauthorised persons are permitted to enter the premises.
21. 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.

[1] Examples of hirers who might be exempt from providing a Safeguarding Policy: a fitness instructor hiring the gym for adult-only classes, a parent hiring a room for a one-off birthday party.

22. 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.
23. The hirer will make no alterations or additions to the premises.
24. Furniture or equipment belonging to the hirer may be left or stored on the premises if this has been agreed with the school in writing in advance and can be stored safely. Written agreement must be given by the Headteacher outlining any storage arrangements.
25. 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.
26. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
27. The hirer is responsible for acquiring all appropriate additional licenses for any activities they are running, where these are required. This includes but is not limited to use of any third-party intellectual property (unless the establishment owns an annual licence), food hygiene certification for the sale of food and liquor licence for the sale of alcohol.
    a. Leisure and Entertainment Licence: obtainable from the appropriate District Council
    b. Liquor Licence: obtainable from the appropriate District Council
28. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running.
29. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
30. 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.
31. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
32. 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.

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.

As part of our duty of care under Keeping Children Safe In Education (KCSIE), we need to seek assurance that our hirers will abide by the school's requirements in respect of safeguarding. Hirers need to have appropriate safeguarding and child protection policies in place where necessary (consult with the premises to find out circumstances for exemption). These safeguarding requirements are a condition of hire and failure to comply with these will lead to termination of agreement with immediate effect.

We require the following information from all hirers running sessions for children, in advance of the hire, and we will confirm receipt of this on our Hirer Register.

- Written confirmation that the Keeping Children Safe in Education guidelines have been adhered to
- A copy of the hirer's safeguarding and child protection policy

If you are hiring the premises during school operational hours, we will also require the following information from you, in advance of the hire, and we will confirm this on our Hirer Register.

- Confirmation of an enhanced DBS check

If you are hiring the premises to deliver sessions to our pupils, for example music lessons, after school clubs, and would not be under our direct supervision, we will require the following information from you, in advance of the hire, and we will add this to our Single Central Record (SCR).

- Enhanced DBS numbers to carry out a check

The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact Mrs Michelle Rooke, Headteacher, mrooke@snc.cambrianlt.org, as soon as reasonably practicable.

The hirer understands that if our school receives an allegation relating to an incident where an individual or organisation is using our school premises for running an activity for children, we will follow our usual safeguarding procedures and inform our local authority designated officer (LADO).

Health and Safety

Any incidents and accidents must be reported as soon as possible and will be recorded in our Digital Accident Book.

Any breakages must be reported as soon as possible and made good or may be charged for.

If there is encapsulated asbestos in the area you have hired, you will be informed of this.

School equipment may not normally be used, but this restriction may be waived in special circumstances. Where written agreement is given by the Headteacher for the use of school equipment, the hirer must accept responsibility for using it at their own risk. Any damage or faults must be reported as soon as possible and may be charged for or made good.

In addition:

- Alcohol may not normally be consumed on the Trusts premises, but this restriction may be waived in special circumstances. Where written agreement is given by the Headteacher for the consumption or sale of alcohol, the hirer must accept responsibility for compliance with the licensing laws where relevant.
- Smoking and vaping is prohibited on site.
- Emergency exits, fire extinguishers, alarm points are not obstructed.
- Adequate walkways are available to allow free and easy access and egress.
- No gas cylinders or canisters are used inside the Premises or on School grounds.
- Combustible materials are not placed adjacent to heat sources.
- Equipment is used for the purpose for which it was designed.
- Electrical equipment brought in by the hirer is PAT tested and complies with the British standards then applicable.
- Flammable or hazardous substances are not to be used.
- No open fires, candles or unauthorised electrical equipment will be used on the Premises. Please note: where appropriate i.e. an established fire pit, controlled fire will be allowed based on a hirer completed risk assessment provided to the school, in advance.

- Noise levels must be contained to a reasonable level at all times and particular attention must be given not to cause any nuisance or disturbance to neighbours.

Security and Keyholding

If you have requested a key and/ or security codes to lock and unlock, and this permission has been granted, you must, in addition to this hirer agreement, complete a Keyholder agreement.

Premises Hire (Letting) 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 this policy. If you have any questions, please contact Mrs Jo Warren, Office Manager, officesn@snc.cambrianlt.org or 01235 763858

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 requiring to be hired	
Date and time of first hire	
Is this a recurring request, or a one off? If recurring, indicate the frequency and number of occurrences (e.g. weekly, 10 weeks)	
Number of expected participants in the activity	
Will you be providing proof of Public Liability Insurance? Or would you wish to use the schools?	*A copy must be provided to the school 10 days before the booking.*
Will you be providing a Safeguarding Policy / relevant DBS documents?	*If not, you need permission from the school, who will confirm that you have an exemption. If yes, a copy must be provided to the school 10 days before the booking.*
Do you wish to use a fire pit or equivalent?	*A completed risk assessment must be provided to the school 10 days before the booking.*
Will you be expecting to sell or consume alcohol?*	

Will you be expecting to play music or watch a film?*	
Will you be expecting to sell food?*	
Equipment you will be providing yourself*	*Electrical equipment brought onto site must be PAT tested*
Do you wish to use equipment belonging to the school? Please list*	*Written confirmation will be provided as to what equipment, from the school, can be used.*
Do you hope to hold a key and unlock and/or lock up?	*If agreed by the school a key holder agreement will need to be entered into.*

* See Terms and Conditions

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 the school office at officesn.snc.cambrianlt.org 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.