



At St Mary's we champion every child to be the **best that they can be**. Our knowledge-led curriculum therefore endeavours to develop our children's **character**, **core skills**, **creativity** and sense of **community**.

Supported by our school's vision, ethos and position as a junior school, we believe that our specialist knowledge of the Key Stage 2 age range ensures **improving outcomes, opportunities and experiences for all our children**. To achieve this, we are aspirational for our pupils, instilling high expectations, the passion, perseverance and stamina to succeed.

Premises hire policy (Lettings)

Ely St Mary's CofE Junior School

Written/reviewed by: Rebecca Gilpin-Davies		Date: 27/4/24
Approved by: Local Governing Body	6.6.24	
Next review due by:	27/4/26 (or prior should changes occur in health and safety or safeguarding guidance)	
Revision Amendment Details	Version 2 – full policy rewrite.	
Related Documents & Guidance	ESM Educational visits policy ESM Visitor/volunteer policy ESM Charging and remissions policy ESM Safeguarding policy DEMAT Health and Safety policy DEMAT Privacy policy DEMAT Managing Allegations policy DEMAT Equality and Diversity policy KCSIE (Keeping Children Safe in Education) 2023	

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 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
- 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:

- Cafe
- Sports hall
- Theatre
- Playing fields
- Playground
- Classrooms (only those unused/not allocated to current classes)

2.2 Capacity and charging rates

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

AREA	FUNCTIONS	MAX CAPACITY	COMMERCIAL COST	COMMUNITY COST
Cafe	1) Breakfast and afterschool clubs 2) Community use	1) 32 2) 32	1-4 hours £30 per hour More than 4 hours within the same day £20 per hour	1-4 hours £20 per hour More than 4 hours within the same day £15 per hour
Large hall	1) Exercise classes 2) Community use of the hall	1) 30 2) 60 seated	1-4 hours £30 per hour More than 4 hours within the same day £20 per hour	1-4 hours £20 per hour More than 4 hours within the same day £15 per hour
Theatre	1) Exercise classes 2) Community use of the theatre	1) 15 2) 40 seated	1-4 hours £30 per hour More than 4 hours within the same day £20 per hour	1-4 hours £20 per hour More than 4 hours within the same day £15 per hour

AREA	FUNCTIONS	MAX CAPACITY	COMMERCIAL COST	COMMUNITY COST
Playing Fields	1) Car boot sales	1) 20 pitches	1-4 hours £15 per hour if no facilities access is needed i.e. toilets. £20 per hour if facilities are required and subject to site supervisor availability for lock up. For more than 4 hours in the same day: £10 per hour if no facilities access is needed eg toilets. £15 per hour if facilities are required and subject to site supervisor availability for lock up.	1-4 hours £10 per hour if no facilities access is needed i.e. toilets. £15 per hour if facilities are required and subject to site supervisor availability for lock up. For more than 4 hours in the same day: £5 per hour if no facilities access is needed eg toilets. £10 per hour if facilities are required and subject to site supervisor availability for lock up.
Playground	1) Exercise Classes 2) Car boot sales* *Please note as per T&Cs, any fuel/oil spills left by carboot sales must be cleared before end of hire.	1) 40 2) 20 pitches	1-4 hours £15 per hour if no facilities access is needed i.e. toilets. £20 per hour if facilities are required and subject to site supervisor availability for lock up. For more than 4 hours in the same day: £10 per hour if no facilities access is needed eg toilets. £15 per hour if facilities are required and subject to site supervisor availability for lock up.	1-4 hours £10 per hour if no facilities access is needed i.e. toilets. £15 per hour if facilities are required and subject to site supervisor availability for lock up. For more than 4 hours in the same day: £5 per hour if no facilities access is needed eg toilets. £10 per hour if facilities are required and subject to site supervisor availability for lock up.
Classroom	1) Community use of a classroom	1) 32 seated	1-4 hours: £20 per hour. For more than 4 hours in the same day: £15 per hour.	1-4 hours: £15 per hour. For more than 4 hours in the same day: £10 per hour.

AREA	FUNCTIONS	MAX CAPACITY	COMMERCIAL COST	COMMUNITY COST
Additional Fees (to be discussed and agreed before hire commences)	- Late Fees: Where hire overruns the agreed booking time, late fees will be charged in accordance with the hourly rate agreed at the time of booking to the nearest quarter of an hour. - Cleaning Fees: Should the hired areas require further cleaning before they can be used for their core purpose as a school, an additional cleaning fee of £15p/h will be charged. - Evening Lock Up Fees: To be agreed once times of hire and staff availability are known and confirmed.			

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.

We may decide to impose an additional cleaning fee on top of the hiring rates or where additional staff are required to lock up.

3.2 Cancellations

We reserve the right to cancel any agreed hiring upon giving fourteen days' notice in writing (unless the cancellation is unavoidable e.g. power outage). 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 fourteen days of the hiring. If less notice than this is given, the licensee shall not be entitled to a refund. If a hiring is cancelled within fourteen days of the date of the hiring, the hirer will pay the balance of the charges that are due.

3.3 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 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 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. Payments will be handled by our central finance team within the Diocese of Ely Multi Academy Trust (DEMAT) and must be made electronically (cash is not accepted).

We will also send on details of the emergency evacuation procedures and other relevant health and safety, and (where appropriate) safeguarding documents. 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 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. 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 reserves the right to cancel any hire with immediate effect should they become aware that the hirer and/or activity conducted on the premises poses a safeguarding risk or is in direct conflict with the school's core purpose and underpinning ethos and values.
8. The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.
9. 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), the hirer will provide evidence that they have had the appropriate level of DBS check.
10. 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.
11. 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 licence.
12. 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.
13. 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
14. 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.
15. Cancellations by the school will be refunded.
16. Any cancellations by the hirer received with less than 14 days notice will not be refunded.
17. Where hire overruns the agreed booking time, late fees will be charged in accordance with the hourly rate agreed at the time of booking, to the nearest quarter of an hour.
18. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
19. 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.
20. The hirer will clean their own equipment brought onto the premises, and clean the premises after use. Should the hired areas require further cleaning before they can be used for its core purpose as a school, an additional cleaning fee of £15p/h will be charged. The hirer will be notified of this in writing.
21. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior written agreement from the school.
22. 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.

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

6.1 No excisable liquor shall be sold unless the relevant licence or permission required under the Licensing Act 2003 or any subsequent legislation has been obtained by the hirer or on his behalf and the hirer shall ensure that any conditions attached to such licence or permission are complied with.

6.2 The premises are subject to the normal Sunday trading laws for the time being in force and only restricted items may be sold on a Sunday. Details of these may be obtained from the District Council Offices.

6.3 The school will be satisfied with the safeguarding policies and procedures of potential hirers. The lettings forms (appendices) will acknowledge this and ensure that the Head Teacher has signed to say they are satisfied with the arrangements in place. (Keeping Children Safe in Education)

7. 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 confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact the Headteacher (or another DSL) as soon as reasonably practicable.

The hirer will be required to have appropriate safeguarding staff and policies in place where the specified activity (or time of day) requires this, including safeguarding and child protection, and shall provide copies of these policies and lead contact details on request to the school.

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).

LADO Contact Details: Office hours – 01223 727967

Out of hours – 0345 0455203 or 01733 234724

8. 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.

9. Site Map

ELY ST MARY'S JUNIOR





Ely St Mary's C of E Junior School

High Barns, Ely, Cambridgeshire, CB7
4RB

Tel: 01353 662163

Email: office@esm.school

Website: www.elystmarys.org.uk

LETTINGS BOOKING FORM

Name:.....

Organisation:.....

Address:.....

Contact telephone number:.....

Email address:.....

Detail of hire (please outline use planned):

.....

Date(s) and time(s) required:.....

Nature of Function

Areas required:.....

Approximate attendance expected / age groups:.....

Please enclose the following with this form:

Public Liability Insurance certificate

Health and safety risk assessments including named first aiders

Safeguarding and child protection policy, including DBS (where applicable)

DECLARATION:

I testify that I / we am not less than 18 years of age, that I have read the regulations, terms and conditions governing the lettings of St. Mary's CE (Aided) Junior School contained in the "Lettings Policy" and currently in force and that I / we accept responsibility for the observance of these regulations and that I/we hereby indemnify the school against any loss or damage arising from this letting.

Signed:.....

Date:.....

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 available 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
- Specify any other documents you'll require when someone hires the premises

We've attached the following documents:

- Details of emergency evacuation procedures in the event of a fire/similar emergency
- Specify any other documents you'll want to make sure the hirer is familiar with (e.g. health and safety policy)

Please make sure you're familiar with these before the date of hire.

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 provide support with any issues.

Kind regards,

[staff member]