



Premises Hire Policy

Section	Title	Page
1	Aims and scope	3
2	Areas available for hire	3
3	Charging rates and principles	3
4	Application process	4
5	Terms and conditions of hire	4
6	Safeguarding	6
7	Monitoring arrangements	6
	Appendix 1 – 3 rd Party Hire Agreement	7
	Appendix 2 – Confirmation of licence template letter	8

Version History

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Date	Author	Version	Comment
September 2024	GM		New Policy

1. Aims and scope

The Enquire Learning Trust aims to:

- Make sure our schools' premises and facilities can be used, where appropriate, to support community or commercial organisations, in accordance with the articles of association of the Trust.
- 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 Trust's, and the school's, primary purpose of providing education to its pupils.
- Hire out facilities in a way that is safe, following government guidelines and relevant risk assessments.

2. Areas available for hire

2.1 Available areas

We will permit the hire of the following areas:

- Sports hall
- Library
- Classrooms
- Playing fields

2.2 Capacity and charging rates

The capacity and rates for hiring each area which be specific to each academy site.

3. Charging rates and principles

3.1 Rates

The academy or Trust, depending on who has responsibility for deciding 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 or Trust.

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

3.2 Cancellations

The school reserves the right to cancel any agreed hiring with a minimum of 7 days, except in the case of an emergency or events beyond an academy's control.

A full refund will be issued if the school does cancel a hire. Neither the school nor the Trust shall 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 14 days notice or a minimum of 28 days notice for bookings of four weeks or more.

3.3 Review

The revenue raised from hiring out will be reviewed by the Principal and will be fed into the school's financial reporting to the trust, to ensure best value is being achieved.

4. Application process

Those wishing to hire the premises should contact the relevant school office to request a hire request form, together with the terms and conditions of hire, set out in section 5. A hire request form is included in **Appendix 1**.

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 Business Manager and where necessary the Trust Central Team.

If the request is approved, the school will contact the hirer with details of how to submit payment and make arrangements for the date and time in question. The school 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. A model approval letter is included in **Appendix 2**.

The school reserves the right to decline any applications in its 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 trust, and shall not be entitled to set off any amount owing to the Trust against any liability, whether past or future, of the Trust 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 trust 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 trust will result in the immediate termination of the licence.
7. The Trust 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 Trust, shall provide of copy of the relevant insurance certificate to the Trust no less than 10 days before the start date of the licence.
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 Trust in relation to the premises.

Commented [GM1]: Needs to tie in with scheme of delegation

11. The hirer shall indemnify and keep indemnified the Trust from and against:
 - a. Any damage to the premises or trust equipment;
 - b. Any claim by any third party against the trust; 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 Trust 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 Trust by the hirer under the licence.
13. Any cancellations by the hirer received with less than 14 days notice or 28 days notice for bookings of 4 weeks or more notice will not be refunded.
14. Any cancellations by the school made with at least 7 days notice will 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 the prior written agreement from the Trust.
19. If the hirer breaches any of the terms and conditions, the trust reserves the right to terminate the licence and retain any fees already paid to the Trust, without affecting any other right or remedy available to the trust 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 licenses 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 they are running.
23. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
24. The premises hire policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation letter issued by the trust 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 Trust 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 Enquire Learning Trust is dedicated to ensuring the safeguarding of its pupils at all times. It is a requirement of hire that hirers abide by the Trust's 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), the school 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 Mrs Tins Storr (Principal) as soon as reasonably practicable.

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

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 Board of Trustees.

Appendix 1: 3rd Party Hire Agreement

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 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 support with any issues.

Kind regards,

[staff member]