PREMISES HIRE POLICY AND APPLICATION TO HIRE SCHOOL PREMISES.

St. Bernard's High School

Approved by:	Governing Body	**Date:**	June 2025
Last reviewed on:	June 2025		
Next review due by:	[Date]		

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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:

- Sports hall
- Classrooms
- Gym
- Tennis/Netball Courts
- Dining Hall
- Dining Hall Extension
- Drama Studio
- Dance Studio

3. Charging rates and principles

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3.1 Rates

AREA	COST – MONDAY - FRIDAY	COST – SATURDAY	COST - SUNDAY
Sports hall	£35.00 per hour – Adult Sports use £25.00 per hour – Children's sports use	£45.00 per hour	£70.00 per hour
Classrooms	£22.00 per hour	£25.00 per hour; must be a minimum of 2 classrooms	£35.00 per hour; must be a minimum of 2 classrooms
Gym	£25.00 per hour	£40.00 per hour	£60.00
Tennis/Netball Courts	£18.00 per hour	£40.00 per hour	£50.00
Dining Hall	£35.00 per hour	£45.00 per hour	£60.00
Dining Hall Extension	£20.00 per hour	£40.00 per hour	£50.00
Drama Studio	£35.00 per hour	£45.00 per hour	£55.00
Dance Studio	£35.00 per hour	£50.00 per hour	£60.00

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

3.2 Cancellations

We reserve the right to cancel any agreed hiring with a minimum of 7 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.

The hirer of the premises can cancel any hire with a minimum of 7 days' 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 School 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 hire request form, which you can find in appendix 1 of this policy, please 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 klg@stbernards.southend.sch.uk. Approval of the request will be determined by the Facilities Manager.

If the request is approved, we will contact the hirer with an Invoice, which must be paid in full before the letting.

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.

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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 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 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 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. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency. Details of the emergency evacuation procedures are show in the Terms and conditions of hire. Our health and safety policy can be found on the school website. www.stbernardswestcliff.org.uk.
14. 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.
15. The hirer will clean their own equipment brought onto the premises, and clean the premises after use.
16. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior written agreement from the school.
17. 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.
18. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.

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19. 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.
20. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running.
21. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
22. 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.
23. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
24. 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.
25. Where in relation to a hiring, the Hirer is in breach of any of these conditions the Governors may, without notice, cancel any other hiring in favour of the Hirer which relates to the same or any other accommodation, and may do so without being held liable to pay compensation for any loss sustained as a result of or in any way arising out of cancellation of the hiring.
26. Intoxicating liquor shall not be sold, supplied or consumed on school premises except by the approval of the Head Teacher and subject to any necessary license having been obtained by the Hirer.
27. The right is reserved to refuse to grant a hiring without giving a reason.
28. The school is a "no smoking and no chewing gum" area.
29. A defibrillator is held in the medical room at the bottom of the ramp from the front entrance and also in the corridor of BH1 – These are available for use if necessary and "talks you through" when used.
30. The following are not permitted, real flame, fireworks, firearms, pyrotechnics, knives
31. Groups/Clubs – The Governors shall not be liable for any injury (including injury resulting in death) or damage to or loss of property whatsoever which shall or may occur to or be sustained by the Hirer, his/her assistants or agents or others entering on the premises in the exercise, or purported exercise, of hiring (except such injury or damage as may occur by reason of the neglect of the Governors or their servants or agents acting within the scope of their authority)
    The hirer will indemnify and keep the Governors, their servants and agents from and against all claims and liability in respect of such injury or damage and all actions proceedings costs damaged and expenses in regard thereto and also from and against all liability claims, demands, proceedings, costs, damages and expenses in respect of injury to persons whomsoever (including injury resulting in death) and damage to or loss of property whatsoever which may arise out of, or in consequence of, the exercise or purported exercise of the hiring (except as aforesaid).
32. Groups/Clubs The Hirer shall make good any wilful or avoidable damage to the school premises which can be attributed to his/her use of the premises. The Hirer shall not be responsible for any fire damage to the property occurring otherwise than from the act, neglect or default of the Hirer, his/her servants, or agents. In the event of any such damage, the Governors may make it good and the Hirer by the acceptance of the hiring subject to these conditions, will thereby be deemed to have undertaken to pay the cost of such reparation as certified by or on behalf of the Governors.
33. The Hirer shall not infringe any subsisting copyright or performing right, and hereby indemnifies the Governors against all the sums of money which they may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire.
34. Governor's reserve to themselves and their officials the right to enter the premises hired at all times on producing evidence of their identity.
35. No nails, tacks, screws etc shall be driven into, or adhesives fixed to, any wall, floors, ceilings, furniture or fittings. No preparation shall be used for polishing the floors except by prior agreement with the Premises Manager. If additional cleaning or attendance costs are incurred, an extra charge may be made.
36. The wearing of footwear which might cause damage to floors is not permitted.

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37. The Hirer shall vacate the premises by 9pm, unless written authority from the head Teacher (showing times of the extension) has been obtained, and shall leave the premises, fixtures, furniture and other property therein in as good order as they were at the time of entry and in as clean a condition as the particular use will allow.
38. The Hirer shall ensure that caterers, contractors and others supplying or serving refreshments or providing decorations, etc, comply with all current legislation relating to food hygiene, health, welfare and safety matters and remove from the school premises all their articles and property by 9pm on the day of the hire (unless a later time is agreed in writing by the school) and shall observe and carry out any instructions which may be given to them in this connection.
    Any article or property belonging to the Hirer, or any contractor or other person left on the school premises after the hour named above may be removed by the Governor's and the cost shall be paid by the Hirer.
39. School furniture shall not be removed except by arrangement with the Premises Manager.
40. Any alteration or addition to the electrical lighting or heating system is forbidden.
41. Groups/Clubs The Hirer shall insure against his/her liabilities for accidents resulting in injury to persons, (including injury resulting in death) or damage to or the loss of property arising from the use of the premises including the liability.
42. The Premises hired shall not be used for any activity for which a license for the premises is required to be granted under any of the under-mentioned Acts, unless such a license has been so granted in respect of the premises:

    - The Theatres Act, 1968
    - The Cinematograph Acts, 1909 to 1982
    - The Local Government (Miscellaneous Provisions) Act 1982
    - The Sunday Entertainments Act, 1932

    If the Hirer commits a breach during the hiring of any of the conditions attaching to such licence, or of any, including these, regulations, then, without prejudice to the right of the Governing Body acting by itself or through any other appropriate body on its behalf, to enforce any liabilities already incurred by the Hirer under these conditions, the Governors reserve the right themselves or acting as aforesaid to determine the hiring, if still continuing, for with, to forfeit all sums paid by the Hirer and to refuse to grant any further applications from him/her for the hire of the school premises.
43. The Hirer shall not use the premises or permit them to be used for gaming or wagering other than lawful gaming carried on in accordance with the provisions of the Gaming Act 1998.
44. It is the responsibility of the hirer to keep a list or attendance register of all individuals in their group on the day of hiring and to make their members aware of the existence and positions of fire exits.

    In the event of the fire alarm activating (a continuous siren sound) all individuals must evacuate the building, via the nearest fire exit, to the main playground(tennis courts) alongside the Bernadine Hall.

    Hirers must be able to account for all members in their group. Any missing persons should be reported to the Caretaker on duty. On no account should anyone re-enter the building until they have been told it is safe to do so by the Fire Officer in attendance or the Caretaker on duty.

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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 Mrs Collis email: dac@stbernards.southend.sch.uk 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).

Please confirm that you are aware of the school's policy on Child Protection and Safeguarding, a copy of which can be found on the schools website: www.stbernardswestcliff.org.uk

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, which you can find in sections 3 and 5 of this policy. If you have any questions, please contact Karen Getty – klg@stbernards.southend.sch.uk

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	

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Which area are you requesting to hire?	
Date and time of hire	
Is this a recurring request, or one off? If recurring, indicate the frequency and number of occurrences (e.g. weekly, 10 weeks)	
Number of expected participants in the activity	
Equipment you will be providing yourself	
Confirmation and details of the safeguarding and child protection arrangements you have in place	
If the hire involves work with children and/or vulnerable adults, have all supervisors/volunteers been DBS checked?	
Please confirm that you are aware of the school's policy on child protection and safeguarding, a copy of which can be found on the school's website: www.stbernardswestcliff.org.uk	
Is the function/hiring to be public or private?	
Will there be an admission charge?	
Will there be singing/music?	
Will there be dancing?	
Will there be a theatrical performance?	

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Is the hiring likely to be a fund-raising event?	
If a surplus is expected, how is this be to be used?	
Is this a charitable event?	
Please give details of any proposed actions/performance involving scenery, decorations, pulsing light, eye safe lasers, or any potential hazardous actions.	
If the letting will involve sporting or gymnastic activities, please give the name and qualification of the person in charge.	
Please provide a copy of your Public Liability Insurance.	
Applicants signature.	

Facilities Required:

Heating (1st October to 30 April only)	
Chairs (Insert No. required)	
Tables (Insert No. required)	
Stage	
Other	

By signing below, I agree to the terms and conditions set out in the school's premises hire policy.

Name _____ Date _____

Signature _____

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Please return this form via email to klg@stbernards.southend.sch.uk or to the school office at office@stbernards.southend.sch.uk. 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.

For use by the school:

	DATE	SIGNED
Head Teacher approval		
Senior Caretaker approval		
Senior Caretaker – Overtime hours required and rate.		
Proposed charge		
Invoice sent		
Payment Received		
Facilities Manager – Confirmation letter sent.		

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