

# Foxdell Primary School

## Lettings/Premises Hire Policy

FINANCE

Date	Review Date	Author	Approved by & Date
Sep 24	Sep 25	CR & The Key	F&P 02.12.24

### 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
- Hire out facilities in a way that is safe, following government guidelines and the school's risk assessment(s)

### Areas available for hire

The school will permit the hire of the following areas:

#### Junior Site:

School hall                      Sports hall  
Multi-Purpose Room          Family Room  
MUGA                              Playing fields  
Playground

#### Infant Site:

School hall  
  
  
  
Playground

### Capacity and charging rates

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

AREA	CAPACITY (APPROX)	COST
Sports hall (Jnr)	100 standing	£30 per hour weekdays £55 per hour weekends
School hall (Inf & Jnr)	100 standing 80 seated	£30 per hour weekdays £55 per hour weekends
Multi-purpose Rm (Jnr)	30 seated	£25 per hour weekdays £45 per hour weekends
Family Room (Jnr)	20 seated	£25 per hour weekdays £45 per hour weekends
Playground (Inf & Jnr) Playing fields / MUGA (Jnr)	N/A	£30 per hour weekdays £55 per hour weekends

A retainer of £100 must be paid in advance IN CASH 7 days prior to the event. This will be returned to the hirer in full if no damage has been incurred to school premises during the event.

## **Charging rates 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.

We reserve the right to impose an additional cleaning fee on top of the hiring rates.

### **Advanced bookings**

Bookings must be made at least one month in advance.

### **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 hirer shall not be entitled to a refund.

### **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.

## **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 email it to [admin@foxdellprimary.uk](mailto:admin@foxdellprimary.uk). 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. 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 its public liability insurance.

**Payment must be made in full by BACs, 7 days prior to the event at the latest.**

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.

## **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. The hirer is responsible for ensuring that all necessary licenses are in place and that satisfactory first aid cover is provided.
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 **7 days** before the start date of the licence.
10. The school will not permit lettings that promote or support: racism, sexism, ageism, homophobia or any other type of discriminatory behaviour, or groups associated with political or religious radicalisation or extremism, or those whose presence would otherwise be incompatible with the schools ethos and policies.. Youth groups without the leadership of responsible adults, hire for parties, dances, discos or weddings, events which would be open to the public (fetes etc) are also not permitted to take place on school premises.
11. 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. Events involving members of the general public may require the attendance of a member of the Lettings Team throughout, and will be charged accordingly.
12. 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
13. 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.
14. All events shall conclude not normally later than 9pm and the premises shall be cleared and vacated immediately thereafter.
15. Any cancellations by the school made with at least 7 day notice will be refunded.
16. Any cancellations by the hirer received with less than 7 days notice will not be refunded
17. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
18. Car parking is subject to availability. All car parking areas must be stewarded in a proper controlled manner. All access points must be kept clear to allow access for emergency vehicles.
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. No smoking is permitted and no alcohol can be consumed or brought onto either of the school sites.
21. The hirer will clean their own equipment brought onto the premises. The school also reserves the right to request the hirer to clean the premises after use if it is deemed necessary and only by prior arrangement.
22. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior written agreement from the school.
23. Please note that in the Sports Hall, food and drink are not permitted to be consumed and the wearing of stiletto shoes or black soled (marking) trainers is strictly forbidden due the risk of permanent damage to the sports hall flooring.

24. 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.
25. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
26. 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.
27. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running.
28. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
29. 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.
30. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
31. 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 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.

Where a hirer is providing services or activities to children we will seek assurance that the hirer has appropriate safeguarding and child protection policies and procedures in place. Copies must be made available on request to the school. A discussion between the organisation and the school regarding safeguarding arrangements may be necessary.

**Further information can be found on the Lettings page on the Foxdell Primary School website.**

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 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).

## **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.

## **Complaints Procedure**

The hirer should contact the school if they have any concerns or problems regarding their use of the school premises. The school is governed by Luton Borough Councils complaint procedure which is available on the school website.

## 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. If you have any questions, please contact the Premises Manager.

Name of applicant	
Name of organisation	
Applicant contact details	Address:  Phone no: Email address:
Preferred method of contact	
Purpose/activity of organisation	
Organisations website	
Part of the premises requesting to be hired	
Date and time of first 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	
Additional equipment you will require from the school (please note we may not always be able to provide this, but will inform you where this is/is not possible)	
Additional equipment you will be providing yourself	

Will children (under 18yrs) be in attendance?	
If yes,	
Confirmation and details of the safeguarding and child protection arrangements you have in place (Please attach a copy of your organisations policy and procedures)	
Confirmation that the responsible adults involved with your organisation or group have completed a DBS check. (you may be asked to provide evidence of this and this may be recorded on the schools SCR register)	

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

- have enclosed a copy of organisations public liability insurance cover
- have enclosed a copy of organisations safeguarding policy and procedures
- can confirm that all responsible adults involved with the organisation have completed a DBS check (if children are attending)

Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

Please return this form via email to [admin@foxdellprimary.uk](mailto:admin@foxdellprimary.uk) with the above documents.

We will be in touch to inform you if your application is successful, and if so, details of the full cost, how payment should be made and any other documents that will need to be shared.