

Premises Hire Policy

St Thomas Aquinas Catholic Multi-Academy Trust



St Thomas Aquinas
Catholic Multi-Academy Trust

Approved by:	Trust Board	Date: 23/05/2019
Last reviewed on:	23/05/2019	
Next review due by:	22/05/2021	

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1. 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 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

2. Areas available for hire

2.1 Available areas

Possible areas which a School will permit the hire of:

- Sports hall
- Hall/ Hall plus kitchen
- Library
- Classrooms
- Playing fields
- Swimming pool

2.2 Capacity and charging rates

All Schools will have an itemised list of the areas in their School available for hire, the capacity for the area (clarifying the seating/standing difference where necessary) and the cost and unit (e.g. per hour/ per 30 minutes/ per evening).

3. Charging rates and principles

The premises are hired on the basis that they will not be used for any purpose which is contrary to the teachings of the Catholic Church or which could cause offence. At all times the Catholic nature of the premises must be respected. Any breach of this provision will mean that the use of the premises is withdrawn. Schools should record the lettings and any refusals to let as a result of the policy.

3.1 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.

3.2 Cancellations

We reserve the right to cancel any agreed hiring with a minimum of 10 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 10 days notice. If less notice than this is given, the licensee shall not be entitled to a refund.

3.3 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 pay the deposit and the full amount paid later on or if a payment in full up front is required, 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 their 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 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 and must take out its own public liability insurance with a reputable insurer approved by the School and, where requested by the School, shall provide of copy of the relevant insurance certificate no less than 10 days before the start date of the licence.
9. 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.
10. 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
11. 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.
12. Any cancellations by the Hirer received with less than 10 days notice will not be refunded.
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.
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 shall not display any advertisement, signage, banners, posters or other such notices on the premises without the prior written agreement from the School.
16. 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.
17. The Hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.

18. 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.
19. The Hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running.
20. The Hirer shall comply with all applicable laws and regulations relating to its use of the premises.
21. 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.
22. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
23. 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. Safeguarding

We are 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.

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 read the School's safeguarding policy and have had the appropriate level of DBS check.

Appendix 1: Hire of Premises 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 2 and 5 of this policy. If you have any questions, please contact the School office.

Name School: _____

Name Organisation: _____

Name, address and telephone number for the person responsible for the hiring:

Purpose of Hire: _____

Schedule of Accommodation required

Date	Time		Total Time	Rooms Required (please list)	Total Cost	Receipt No.
	Start	End	Hrs:Mins			
					£	
					£	
					£	
					£	

Deposit received/ payable £

Payment received/ payable £

Date(s) of payment of deposit/ balance:

Special arrangements agreed:

The Hiring Agreement and 'Conditions of Hire' can be found below. Users and Hirers should read these in full.

Application to hire School premises should be made to the School.

The Hire Agreement will not be binding until accepted and signed by the St Thomas Aquinas Catholic Multi-Academy Trust. The School or the Trust may decline the request to hire the Premises at any time at their sole discretion.

I request the hire of the Premises on the date(s) and times and for the purpose set out above.

Declaration on behalf of the Hirer:

I have read and agree to observe and perform the provisions of Premises Hire Policy and the Hire Agreement, including the terms and conditions set out in the 'Conditions of Hire'.

I am over 18 years of age and duly authorised to enter into this Agreement on behalf of the Hirer.

Signed by: _____ *Hirer* Date: _____

Print name: _____

St Thomas Aquinas Catholic Multi-Academy Trust permits the Hirer to use the Premises as set out above subject to the terms and conditions contained in the 'Conditions of Hire' attached. The Hire Agreement will not be binding until accepted and signed by the Trust. The Trust may decline the request to hire the Premises at any time at their sole discretion.

Signed by: _____

Please return this form via email to the School office. 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.

Appendix 2: Hiring Agreement, Conditions of Hire and Indemnity

ST THOMAS AQUINAS CATHOLIC MULTI-ACADEMY TRUST

The premises may not be used for any purpose which is contrary to the teachings of the Catholic Church or which could cause offence. Any breach of this condition will mean that the use of the Premises is withdrawn.

All our School buildings and premises are No Smoking.

Responsibilities of the School:

To inform the Hirer of any significant health and safety risks to them and the preventative and protective control measures in place and measures taken for the benefit of the safety of all occupants.

To provide the Hirer with appropriate instructions and relevant information regarding actions to be taken in the event of a fire and any preventative measures that need to be maintained by the Hirer.

Responsibilities of the Hirer:

1. The use of the Premises shall be confined to the purpose identified in the Hire Agreement. The Hirer shall satisfy themselves that the Premises are suitable for the intended purpose.
2. The Hirer shall not use the Premises or allow the Premises to be used for any unlawful purpose or in any unlawful way nor do anything or cause any nuisance or inconvenience to neighbouring properties or bring anything onto the Premises which may endanger the same or render invalid any insurance policies in respect thereof.
3. It is the responsibility of the Hirers to ensure that safeguarding measures are in place while hiring the premises.
4. 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 read the School's safeguarding policy and have had the appropriate level of DBS check.
5. Car parking is permitted in the Premises car park subject to availability and the Hirer is responsible for supervising car parking arrangements so as to avoid obstruction of the highway and emergency exits.
6. To co-operate with the School and its representatives to comply with all health and safety requirements and prohibitions imposed upon them by the School and the Trust or under all relevant health and safety laws. You must inform the School of any significant risks that may be introduced as part of the hire, i.e. additional equipment brought onto the premises, the number, age and ability of people in attendance.

7. Nothing of an inflammable or explosive nature may be brought onto the Premises.
8. To provide the School with the names of responsible person(s) and to ensure that person or persons are present at all times throughout the duration of the hiring.
9. To ensure that the only activities that take place on the premises are as stated herein and defined in the undertaking and that the activities forming part of the undertaking remain within the part of the premises for which the hiring takes place.
10. To be familiar with the emergency procedures including fire safety arrangements and ensure users of the premises are aware as necessary. Also to ensure a suitable means of contacting the emergency services in the event of an emergency.
11. To ensure that all instructions as provided by the School or the Trust either written or verbally are followed.
12. Not to interfere with or misuse anything provided in the interests of health, safety or welfare.
13. The Hirer shall permit School or Trust staff to enter the premises at all times during the Hirer period.
14. The Hire Agreement is personal to the Hirer who may not sub-let or share possession of any part of the Premises.
15. The Hirer will be responsible for all actions and omissions of any suppliers of services (including external caterers or other suppliers of services) for the event taking place.
16. The Hirer shall ensure that caterers and persons used for supply of refreshments are required to observe food hygiene regulations and any other reasonable requirements of the local Environmental Health Officer
17. To ensure the health, safety and welfare of persons involved or attending the School as part of the undertaking as far as is reasonably practicable.

The Hirer also agrees to:

18. Indemnify the School against the consequences of any unauthorised performance of a copyright work during the period of the use of the School and to complete the returns by the Performing Rights Society.
19. The Hirer shall ensure that, at the Hirer's expense all licences, consents, permission or agreements necessary when using the Premises for any particular purpose are obtained and in force during the hire period.
20. The Hirer shall ensure that all forms of permitted gambling will conform to all statutory and other current gaming regulations and coded of practice in force.

21. To pay the hire fee in full 28 days before the date of hire, or immediately upon signing the Hire Agreement if the hire period is within the next 28 dates. If the payment is not made by the due date, then the Trust and/or the School reserve the right to cancel the hiring. Cancellation fees may be payable in the event of a cancellation.

22. During the period of hiring, the Hirer shall be held responsible for all damages, losses, claims and costs arising out of the use of the premises, and shall indemnify the Trust and the School for any claims arising from accidents, whether fatal or otherwise, to any employee or agent of the Trust and to any member of the public and to any third parties, caused as a result of the hiring, except where due to negligence of the Trust, its servants or agents. Written evidence of public liability insurance must be provided prior to the date of the first hiring which covers the period of hire and which confirms a limit of indemnity of at least £2M.

23. To adhere in full to the following regulations: -
- (a) No preparation may be applied to the floors
 - (b) Intoxicants shall not be brought on to the premises.
 - (c) No interference with School equipment
 - (d) No interference with a central heating apparatus shall be allowed.
 - (e) The premises shall be vacated at the time stated.
 - (f) The premises shall be vacated in a clean and tidy condition.

24. The Trust and/or the School may cancel any hiring, if in their opinion, the organisation for which the premises are hired engage in activities, or have adopted policies, which are in opposition to the Trust's policies or which, in the absolute discretion of the School or the Trust, are of a discriminatory or racial nature, regardless of the stated reason for hiring the premises. In such an event the Trust and School shall incur no liability to the Hirer whatsoever, other than the return of any fee paid in respect of such cancelled engagement.

25. If the Hirer cancels the hiring of the premises for any of the dates, then the School will be entitled to retain the whole of the hire fee paid in respect of the cancelled hiring. If notice of the cancellation of a hiring is received by the School at least 14 days before the hiring was to take place, then the School may at its absolute discretion repay the Hirer an amount not exceeding 90% of the hire fee.

As the responsible person for the event/function, etc. you have legal duties with regards to the safety of those persons assisting or attending the event.

Before the event or function you should be aware of:

- What fire protection systems are present
- How a fire will be detected
- How people will be warned if there is a fire
- What staff should do if they discover a fire
- How the evacuation of the premises should be carried out
- Where people should assemble after they have left the premises and procedures for checking whether the premises have been evacuated

- Identification of key escape routes and exits, how people can gain access to them and escape to a place of safety
- Arrangements for fighting fire
- Specific arrangements, if necessary, for high fire risk areas
- How the fire and rescue service and any other necessary services will be called
- Procedures for meeting the fire and rescue service on their arrival and notifying them of any special risks, e.g. the location of highly flammable materials
- What instruction employees or helpers need and the arrangements for ensuring that this training is given
- Limitation on numbers of people – seating arrangements must include sufficient gangways for emergency evacuation
- Any chains and padlocks which need removing from fire exits, etc.
- Exit doors which are required to be in the open position are secure; and no fire doors are wedged open
- Checking that all escape routes are clear of obstructions and combustibles

Before the event or function you should decide:

- The arrangements for fighting fire
- The arrangements for means of escape for disabled persons
- The duties and identity of staff who have specific responsibilities if there is a fire
- The arrangements for the safe evacuation of people identified as being especially at risk, such as contractors, those with disabilities, children, members of the public and visitors
- How you will proceed if life safety systems are out of order, e.g. fire-detection and alarm systems, or smoke control systems
- Who will be responsible for calling the fire and rescue service and any other necessary services
- Who will meet the fire and rescue service on their arrival and notifying them of any special risks, e.g. the location of highly flammable materials; and
- Your plans to deal with people once they have left the premises, especially children

At the start of the event or function you should notify all those present about:

- The emergency warning signal
- Who is supervising and how to identify them
- Location of exits and escape routes
- Taking only valuables immediately to hand but not to go to collect other belongings
- The location of muster points; and
- What will happen after that (e.g. re-entry to the building)
- The no smoking laws

During the event or function you should ensure that:

- Escape routes and exits do not become blocked
- Noise levels cannot drown out the fire alarm; and
- If necessary, the number of persons in your premises is limited or controlled
- No flames are lit
- Rooms do not become overcrowded
- The no-smoking laws are adhered to