

Premises hire policy

Germander Park School



**Approved by: Standards
and Progress Committee**

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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 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

2. Areas available for hire

2.1 Available areas

The school will permit the hire of the following areas:

- Sports hall
- Meeting Room
- Library
- Playing fields

2.2 Capacity and charging rates

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

AREA	CAPACITY	COST
Sports hall	100 people	£25.50 per hour £13.50 per hour for community and long term bookings Bookings after 6pm and weekends will incur further changers for locking up and opening of the school @ £26 for 1 hour.
Library	20 people	£13.50 per hour

AREA	CAPACITY	COST
Small field	80 People	£25.50 per hour £13.50 per hour for community and long term bookings Bookings after 6pm and weekends will incur further charges for locking up and opening of the school @ £26 for 1 hour.
Meeting Room	10 People	£13.50 per hour

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. Charges will be rounded up and charged on an hourly basis.

A Security £50 deposit for one off bookings- This will be returned within 1 week provided the hall have been left in a reasonable condition

3.2 Cancellations

We reserve the right to cancel any agreed hiring with a minimum of 3 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.

Use of school premises for school functions will take priority over lettings.

The hirer of the premises can cancel any hire with a minimum of 2 days for long-term booking and 1 week for one off bookings. 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 resource committee 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 Verity Stobart Headteacher.

If the request is approved, we will contact the hirer and send an invoice for payment, which will need to be made by an online payment. Long-term booking will be invoiced monthly. Payment for ad-hoc booking will

need to be made 2 weeks in advance. 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 a copy of the relevant insurance certificate no less than 14 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 7 days for one off bookings and 2 days for long-term booking notice will not be refunded.
13. Any cancellations by the school made with at least 3 days notice will be refunded.
14. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency. Fire exits must not be obstructed
15. 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.

16. 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.
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.
19. 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.
20. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are 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.

6. Safeguarding

The school is 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 had the appropriate level of DBS check.

Child protection and safeguarding policies will need to be provided before the event where appropriate

7. General information

1. With the exception of guide dogs, no animals will be allowed on the premises
2. Germander Park School has a policy of no smoking in their buildings or within the school grounds and this MUST be adhered to at all times
3. No betting, gaming or lotteries shall take place on the premises except that allowed by law and the hirer shall obtain any licence or certificate required, prior to booking the premises for such use. A copy of the licence will be given to the school prior to the event. The hirers shall ensure compliance with all the relevant legislation, orders and regulations, including that relating to music, singing and dancing and this sale and supply of food and drink. The consumption of alcohol in or around the premises is prohibited at any time and under any circumstances. The Hirer is responsible for ensuring alcohol is not consumed in or around the building by the function attendees whilst the event is taking place.

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 2 and 5 of this policy. If you have any questions, please contact Terri Maxfield on, terri.maxfield@germanderpark.com.

Name of applicant/organisation and company number (where applicable)		Send Invoice to :
Applicant contact details	Address:	Phone no: Email address:
Preferred method of contact		
Purpose/activity of organisation		
Part of the premises requesting to be hired	Hall <input type="checkbox"/> Library <input type="checkbox"/> Field <input type="checkbox"/> Meeting room <input type="checkbox"/>	
Date and time of first hire	Date:	Start: Finish: Time should include setting up and clearing away
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	Adults:	Children:
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	No. of Chairs - No. of Tables -	
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Application are only accepted from persons over 18 years of age

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

Name _____ Date _____

Signature _____

It is Germander Park School's requirement that bookings are covered by Public Liability Insurance (£2 million) and accidental damage (Please attach a copy of your policy). If you do not have this, please confirm with the Administration Assistant in the School Office and we will add 10% to the hire charge for insurance. (not available for long-term bookings)

This application is not a confirmation of booking. A letter to this effect will be forwarded to you when your application is agreed and this letter will state the final cost of the hire.

Applications are only accepted from persons over 18 years of age

All monies must be paid within the timescale stated on your invoice prior to the lettings date (this will be forwarded to you following the confirmation of booking)

Child protection and safeguarding polices will need to be provided before the event were appropriate

Please return this form via email to terri.maxfield@germanderpark.com or to the school office at 1 Germander Place, Conniburrow, Milton Keynes MK14 7DU. 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: 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 free 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]. 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.

If there is any other paperwork you require to see when someone hires the premises, add it to the above paragraph.

We've provided with this confirmation details of emergency evacuation procedures in the event of a fire/similar emergency. Please make sure you're familiar with these before the date of hire.

If there are any other documents you want to submit and make sure the hirer is familiar with, add them to the above paragraph.

You can contact Terri Maxfield on terri.maxfield@germanderpark.com 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]