



**Broxbourne CE Primary School, EYFS & Extended
Schools**

Premises Hire Policy

Ratified by Governors	July 2024
Date for Review	July 2026
Signed - Chair of Governors	
Signed - Headteacher	

Contents

1. Aims and Scope.....	2
2. Areas available for hire.....	2
3. Charging Rates and Principles.....	3
4. Application Process.....	4
5. Terms and Conditions of Hire.....	5
6. Safeguarding.....	7
7. Equality and Diversity.....	8
8. Insurance.....	8
9. Key Holders.....	8
10. Monitoring Arrangements.....	9
11. Appendix 1: Application for Hire Form.....	10
12. Appendix 2: Confirmation of Hire Form.....	12
13. Appendix 3: Service Level Agreement for Regular Hirers.....	13
14. Appendix 4: Personnel.....	14
15. Appendix 5: Lettings Indemnity Form.....	15
16. Appendix 6: Hirers Check List.....	16

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:

- Main Hall
- Classrooms
- Field

2.2 Capacity and charging rates

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

AREA	CAPACITY	COST
Main Hall	180 people	Weekdays £20 per hour
		Weekends £25 per hour
Classrooms	40 people	Weekdays £15 per hour
		Weekends £20 per hour
Field	200	Weekdays £20 per hour
		Weekends £25 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 or support of the community.

An additional £10 booking fee will be applied to one-off hirings.

The length of the hire should include enough time for the hirer to set up and tidy / clean the hired area, eg 30 minutes at the start and after the finish of the event.

'One-off' hirers are requested to pay 10% of the hire charge at the point of booking by way of a deposit to secure the booking, together with a returnable deposit of £200. Invoices for casual hire balances are one month prior to the event taking place and full payment is expected no less than 10 days before the date of the hire. Failure to make payment will result in the hiring being cancelled and the deposit forfeited.

The £200 deposit will be returned within one week of the satisfactory completion of the hire, providing that there is no damage or undue cleaning required as a result of the hire.

The 10% deposit will not be returned in the event of a cancellation by the Hirer (except in exceptional circumstances).

For regular hirings, invoices will be raised by the treasurer monthly with payment due within 30 days of the date of the invoice.

On a termly basis the Treasurer reports and reviews all invoices over 30 days old. Statements are issued to the outstanding hirers requesting payment and details of all chasing letters and responses retained on file. (Please refer to the School's policy regarding the Debt Recovery.) Failure to pay outstanding invoices within 30 days of issue may result in future bookings being cancelled.

We may decide to impose an additional cleaning fee on top of the hiring rates should the hirer vacate any area in an unacceptable condition.

An additional fee of £25 may also be charged if rubbish is left on the premises, including in the school paladins.

An additional charge of £2 per hour after 6 pm on weekdays and £5 per hour at weekends, is required if heating is required.

If the premises are not fully vacated by the time given for the function to end, a surcharge will be made for extra time.

Regular hirers of the field may be required to independently hire toilet facilities to be placed on the school field as directed by the school.

Afterschool Clubs/Activities

A service level agreement is to be completed at the beginning of each academic year between the Hirings Supervisor and each club/activity organiser.

The Hirings Supervisor and Treasurer will check to ensure all safeguarding and insurance policies are up to date and a copy will be retained on file by the Hirings Supervisor/Treasurer.

3.2 Cancellations

We reserve the right to cancel any agreed hiring with a minimum of 14 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 14 days notice. If less notice than this is given, the hirer shall not be entitled to a refund.

3.3 Review

The revenue raised from hiring out will be reviewed by the Governing Body Treasurer and will be fed into the Governors' financial reporting at the first Governing Body Meeting of each term, to ensure best value is being achieved.

3.4 Changes in Charges

The Governors reserve the right to change the charges for use of the accommodation at any time prior to the hiring, including after the acceptance of the application form and 10% initial payment, after giving one month's notice in writing of their intention to do so. Once the Governors have given notice of a proposed increase, the Hirer shall be entitled to terminate the hiring by notice in writing within one week of receiving the notice of the change, and any deposit paid shall be refunded.

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 Hirings Supervisor and the Headteacher in consultation with the School Diary and the Governing Body.

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. Health and Safety information is included within the Terms and Conditions of Hire and Evacuation procedures are on display in every area and room of the school.

Insurance: The hirer will also need to provide proof of its public liability insurance. In the case of private one-off hires, this is covered by the School's 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, and shall neither enter the premises before, nor leave them after, the times stated on the application 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. No exits may be blocked, nor chairs or obstructions placed in corridors or fire appliances removed or tampered with. The Agent will make the Hirer aware of the locations of emergency exits, assembly points and the locations of the fire-fighting equipment. The Agent will provide an emergency contact for the period of the letting to the Hirer. It is the Hirer's responsibility to make the users of the facilities aware of the emergency procedure.
9. The hirer will follow the emergency evacuation procedures in the event of a fire or other similar emergency. The Hirer will be responsible for supervising all those persons who are participating in the activity, and must have adequate emergency procedures in place (eg mobile phones, first aid facilities etc), and keep a list of attendees. Hirers should familiarise themselves with the Fire Exit location(s) and meeting point(s). If there are disabled room users, then prior to the commencement of room usage, they should ascertain a means of escape available to them in the event of a fire or emergency. In the event of an evacuation of the site the assembly point detailed in the instructions and displayed in the hired space. Evacuation from the hall is Assembly Point 1 (Main Entrance Gate) and with numbers over 90, additionally Assembly Point 2 (Edge of back playground). All hirers have been provided with a site induction and instructions on emergency procedures. Hirers are responsible for ensuring their participants are aware of the assembly point.
10. 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 2 weeks before the start date of the licence.
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.
12. Smoking anywhere in the school and its grounds is not permitted.
13. The hirer shall indemnify and keep indemnified the school from and against:
 - a. Any damage to the premises or school equipment; including interference with the gas system, pipes, electrical wiring, switches or other installations of the school;
 - 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
14. 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.
 15. Any lights or other electrical apparatus which shall be connected to the electrical installation in the premises shall have been PAT tested within the previous 12 months and electrical plugs and sockets shall not be overloaded.
 16. The Governors shall not be responsible for any loss due to any breakdown of machinery, failure of supply of electricity or gas, leakage of water, fire, government restriction, requirement of the Local Authority or act of God which may cause the premises to be temporarily closed or the hiring to be interrupted or cancelled.
 17. Any cancellations by the school made with at least 14 days' notice will be refunded.
 18. Any cancellations by the hirer received with less than 14 days' notice will not be refunded.
 19. All scenery and costumes used for stage performances and the like must be fireproofed.
 20. 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.
 21. The hirer will be expected to leave the premises clean, tidy and as they found them.
 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. 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.
 24. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
 25. Consideration must be given to local residents with regard to noise and car parking.
 26. The Hirer shall not use any loudspeaker system or other equipment outside the premises without having obtained the prior written consent of the Governors.
 27. 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. Examples of this are:

- **Copyright:** It is the responsibility of the Hirer to ensure that he/she complies with all the requirements of the law referring to copyright and ensuring the appropriate licences (including returns to the performing Rights Society 01733 312712).
- **Public Performances etc:** If the nature of the function for which the premises are used is the public performance of a play, music, dancing or any other activity for which a licence is required, it is the Hirer's responsibility to ensure that an appropriate licence is secured and that the Hirer complies with its conditions.

Forms of application for an Entertainment Licence may be obtained from the respective Borough Council or District Council offices, allowing 28 days' prior notice.

- **Alcoholic Drinks:** If alcoholic drinks are to be served at a function:
 1. The Hirer must inform the school of this at the time of booking the accommodation.
 2. The Hirer must also inform the local Chief Officer of Police at least one week before the event.

3. No person may be admitted after 10:00 pm.
 4. Adequate supervision must be provided at both the main entrance and all other doors, including fire exits.
 5. If alcoholic drinks are to be sold, it is the Hirer's responsibility to ensure that an appropriate licence is obtained and that there is compliance with its conditions
 6. In order to obtain a Drinks Licence the Hirer should contact a Local Magistrate (giving at least 2 months' notice) or ask a Publican to obtain a licence (giving at least 6 weeks' notice)
 7. The Hirer's attention is particularly drawn to the legal prohibitions on supplying alcohol to persons under 18 years of age.
28. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running.
29. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
30. 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.
31. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
32. 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 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.

There should be no photographic images taken of any of the School's displays or children's images on display.

Where the premises are being used for a service that relates to contact with children the staff concerned (whether volunteers or paid workers) are subject to the policies of Hertfordshire County Council's Safeguarding Board and the legal rules and procedures defined by The Safeguarding Vulnerable Groups Act 2006 and any subsequent Acts pertinent to the service provided. All DBS requirements should be up to date in accordance with policy and available to the school upon request.

If there is a chance that those hiring the premises will come into contact with pupils, (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 Mr Paul Miller, DSL or Miss Chloe Clifford, DDSL 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).

7. Equality and Diversity

The School is committed to ensuring Equality and Diversity. Accepting this booking means that you will agree to these terms and conditions and be responsible for ensuring that everyone using these premises at your event is aware of this responsibility. This includes all key protected equality strands.

8. Insurance

Regular hirers and one off commercial or other non personal hirers are required to provide their own insurance.

The school hirers public liability insurance is only suitable for one off personal hires.

The cover available is for a limit of indemnity of £5 million for any one occurrence and the hirer will be responsible for the policy excess of £500 for each and every claim.

The insurance does not cover any claim for personal injury or damage arising from the use of the School:

- for meetings organised by political parties
- for commercial or business use

Any accident or incident that may give rise to a claim under this insurance should be reported to the school office as soon as possible and no later than 48 hours after the hirer becomes aware. The School will then notify the RPA's insurance section.

9. Key Holders

Key holders need to be limited to long term hirers to reduce the risk of theft and or arson occurring in the school, if theft and or arson occurs without forcible entry or exit the school would not be insured for the damage or loss.

If the hirer is a long term hirer, a signed agreement would need to be in place detailing who the key holders are, the key holder's responsibilities, the importance of locking up correctly, their responsibilities for returning the keys if they leave and a contact number will need to be provided for a member of the senior management team for them to call if necessary.

If the hirer is a one off hirer and not a long term hirer they **should not** be a key holder.

Guidelines for Key holders:

- Keys holders should be kept to a minimum where possible.
- Ensure keys are returned when a hirer leaves.
- Hirers of the School need to be let in by a school staff member or governor if they are a one off hirer.
- The School then needs to be locked up by a staff member or governor at the end of the hiring if they are a one off hirer.
- A staff member/governor does not need to be on site for the duration of the hiring.
- Rooms with valuable items in, such as IT Suites need to be locked or secured wherever possible. If an item was stolen i.e. a laptop without forcible entry or exit there would be no cover in place for this item.
- Where possible restricted access should be given.
- If possible where the hirer is unknown or it's a hiring where the numbers vary a head count should be undertaken in and out.
- It is recommended that key holders should be 18 years of age.

10. 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 2 and 5 of this policy. If you have any questions, please contact Janet Boguzas via the School Officer.

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	
Part of the premises requesting to be hired	Hall Classroom Field
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	
Is heating required (see Section 3.1 for rates)	
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	
Confirmation and copy of of the safeguarding and child protection arrangements you have in place	
Insurance Details including copy of insurance certificate	

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

Name _____ Date _____

Signature _____

Please return this form via email to office@broxbourne-pri.herts.sch.uk or to the school office at Broxbourne CE Primary School, Mill Lane, Broxbourne, Herts, EN10 7AY. 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 hire template letter

You may want to delete this section when you publish a version of this policy on your website. This is for the benefit of the person who will administer the policy.

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
- A copy of your Safeguarding Policy and Procedures

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 provide support with any issues.

Kind regards,

[staff member]

Appendix 3: Service Level Agreement for Regular Hires

JB to source

Appendix 4: Personnel

Chair of Governors	-	Jackie King
Governors' Lettings Supervisors	-	Janet Boguzas & Jo Davidson
Treasurer to Governing Body	-	Adam Watson
Headteacher	-	Paul Miller
Deputy Headteacher	-	Chloe Clifford
School Manager	-	Lorraine Luckhurst

Appendix 5: LETTINGS INDEMNITY FORM

INSURANCE COVER – to comply with the conditions of the hiring agreement.

Please complete Sections 1 or 2 and Sections 3 and 4:

1. I maintain a Public Liability Insurance Policy and have provided the school with a copy of the current insurance certificate. ☐
2. I wish to be covered by Broxbourne CE Primary School's Public Liability Hirers Insurance Policy during the period of hire and agree to pay the premium cost ??? of the hire with the hire charge. ☐
3. I understand that there is an excess payable by me of £500 relating to each and every claim for loss or damage to Broxbourne CE Primary School's property arising from my hire of the premises ☐
4. I hereby undertake that in the event of claims arising during my hire of Broxbourne CE Primary school's premises I shall not admit liability to the claimant but immediately forward such claims with a brief report on the incident to the Chair of Governors, Broxbourne CE Primary School, ☐

Signature _____ Date _____

DECLARATION - Please read before signing:

Any licenses necessary and the Theatres Act 1968 and the Cinematograph Acts 1909 and 1952 have been or will be observed and any requirements of the Licensing Justices, where necessary, have been or will be met. I agree to pay the charges due as required and hereby certify that the premises and grounds will be used only for the purpose stated:

Signature :..... Date:

NAME (BLOCK CAPITALS)

Mr/Mrs/Miss

For School Use Only:

It is confirmed that the accommodation required is available for the time and date(s) requested.

Signature: Date:

Broxbourne CE Primary School

Appendix 6: Hirer's Checklist

Contact the school for clarification of any of the points made below

- Thoroughly read the Terms and Conditions of the Hire Agreement
- Sign the Application to Hire form confirming your full compliance with the terms and conditions of hire and return it to the school
- Check you are covered by the school's Insurance Scheme for Hirers – if not you will have to provide your own Public Liability Cover as a condition of hire
- If you are providing your own insurance, send a copy of your cover note to the school before the hire period
- If alcoholic drinks are being provided you must:
 - inform the school at the time of booking
 - If drink is being sold, obtain a Drinks Licence from a Local Magistrate (giving at least 2 months' notice) or ask a Publican to obtain a licence (giving at least 6 week's notice)
 - Notify the local police one week before the event
 - Ensure no alcohol is supplied to persons under 18
 - Ensure no one is admitted to the function after 10.30 pm

Nb Licensees are responsible for running the bar and its conduct.

- If you are arranging a Public Performance such as a play, concert or dance and in the event of tickets being sold at the door or paid for at the door:
 - Obtain an Entertainments Licence from your local District or Borough Council well in advance of the event allowing a minimum of 28 days. For further clarification, please contact your District or Borough Council.
 - Ensure copyrights are not infringed and all appropriate returns are made to the Performing Rights Society.

Ensure that all your activities including pre-publicity of the event conform to statutory fair trading controls (contact Trading Standards Department 01707 294429 for further details).

Maximum Capacity for school functions

The maximum occupancy of the school hall is 180 for functions.

The maximum occupancy of the classrooms is 40.

The maximum occupancy of the field is 200.