



Achieving together in faith

Holy Cross Catholic Multi-Academy Company

Lettings and Premises Hire Policy

Template Policy

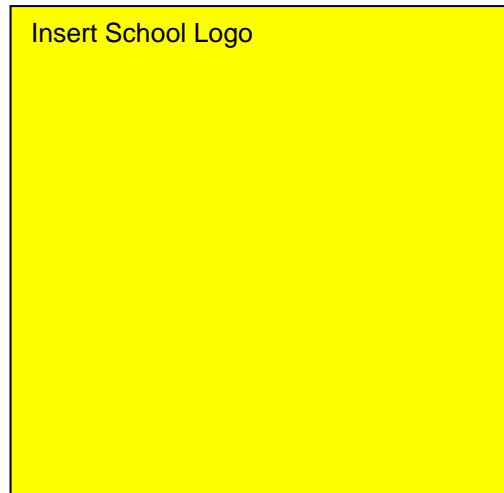
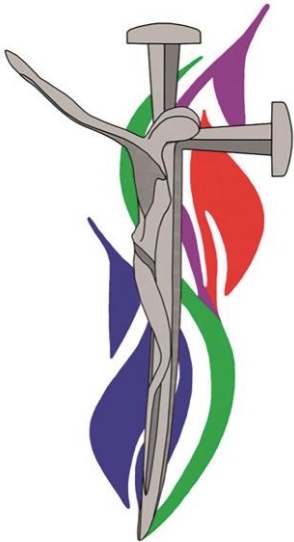
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Holy Cross MAC Premises Hire Policy

at

[Insert school name]



Approved by: **[Name]** Date: **[Date]**

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Next review due by: **[Date]**

Document Control:

Version History

Version	Status	Date	Author	Department	Summary of Changes
1.0		Sep 2021	M.Alcott	HCCMAC, Central Team	Creation of Policy inline with Keeping Children Safe in Education
1.0		May 2024	M.Alcott	HCCMAC, Central Team	Policy reviewed, no change. Policy template changed to three yearly review cycle unless legal or statutory changes.
1.0	Approval	01/05/24		Resources 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

Add any other aims if you see fit.

2. Areas available for hire

2.1 Available areas

The school will permit the hire of the following areas:

- Sports hall
- Library
- Classrooms
- Playing fields

Add any other areas applicable to the school premises

2.2 Capacity and charging rates (see also Appendix 1 - Room Capacity Calculator for Lettings)

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

AREA	CAPACITY	COST
Sports hall	Enter the capacity for the area here, clarifying the seating/standing difference where necessary	Enter the cost and unit (e.g. per hour/per 30 minutes/per evening) here
Library	Enter the capacity for the area here, clarifying the seating/standing difference where necessary	Enter the cost and unit (e.g. per hour/per 30 minutes/per evening) here
Classrooms	Enter the capacity for the area here, clarifying the seating/standing difference where necessary	Enter the cost and unit (e.g. per hour/per 30 minutes/per evening) here

AREA	CAPACITY	COST
Playing fields	Enter the capacity for the area here, clarifying the seating/standing difference where necessary	Enter the cost and unit (e.g. per hour/per 30 minutes/per evening) here
Add any other areas in this and subsequent rows as necessary	Enter the capacity for the area here, clarifying the seating/standing difference where necessary	Enter the cost and unit (e.g. per hour/per 30 minutes/per evening) here

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.

3.2 Cancellations

We reserve the right to cancel any agreed hiring with a minimum of [x 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 [x 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 [responsible person] 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 2 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 [insert relevant school staff member who deals with hire requests].

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 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.

You should adapt the above paragraph with details of how you accept payment as you see fit. For example, you may wish to stipulate a deposit is paid and the full amount paid later, or require payment in full and up front.

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.

These terms and conditions have been checked as they appear below by Forbes Solicitors. If you make any changes to these terms and conditions, you are advised to have them checked again by your own legal support.

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 [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 [x days, in line with what you've put in section 3] notice will not be refunded.
13. Any cancellations by the school made with at least [x days, in line with what you've put in section 3] 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.
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.

The hirer must inform the school in writing of the safeguarding arrangements that are in place.

The hirer agrees to the safeguarding arrangements being audited by the school or the MAC at any time.

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), the hirer will confirmation with the School that the hirers have had the appropriate level of DBS check.

Failure to comply with safeguarding arrangements will result in the termination of any hire/lettings agreement in place.

Further DFE guidance (DATE) is available via the following link:

<https://www.gov.uk/government/publications/keeping-children-safe-in-out-of-school-settings-code-of-practice/keeping-children-safe-during-community-activities-after-school-clubs-and-tuition-non-statutory-guidance-for-providers-running-out-of-school-settings>

Appendix 1

Room Capacity Calculator for Lettings

These calculations use relevant guidance from Building Bulletin 100 and DCLG Guidance for Fire Risk Assessment.

You can calculate room capacity either using meters squared or based on the number of fire exits. Guidelines state that the lowest capacity figure should be used.

The figures used to calculate capacity are as follows:

Standing persons: 0.45m² per person

Seated persons: 1.00m² per person

Halls used for sports: 5.00m² per person

The calculation should take into account the space occupied by furniture and equipment.

To calculate the capacity using fire exits, add up the total number of exits, and subtract 1 from the total. If escape route doors are too close to one another and are likely to be simultaneously disabled by the same fire (e.g. within 45° of each other) then they should be classed as one exit and it may be necessary to discount them both from your calculation.

1 fire door = 60 persons max

2 fire doors = up to 600 persons

3+ fire doors = more than 600

There are 2 worked examples below which use both methods to calculate capacity for a variety of uses, and then the capacities are determined based upon the lowest figure from the 2 calculations:

Examples:

	Size (m ²)	Available space m ²	Total capacity (no seating) (x0.45m)	Suggested capacity (all seated) (x1.00m)	50/50 mix of seated/standing	Capacity for sports activities	Capacity based on number of fire exits
Hall 1	13.20 x 8.50	112.20	249	112	180	22	600 (3-1 fire exits = 2 exits)
Hall 2	16.80 x 7.60	127.68	284	127	205	25	60* (2-1 fire exits = 1 exit)

*For any room with only 1 useable fire exit the maximum occupancy is 60 persons.

Hall 1: 180 (there are 2 useable fire exits of suitable sizes, but the room itself is too small)

Hall 2: 60 (the room has a larger capacity than Hall 1, but the lack of fire exits limits the number of people)

There may be local mitigating factors that could be used to justify a slightly increased capacity, but these would need to be clearly outlined in any fire evacuation plan.

Appendix 2: Hire request form

Use the request form below for people or organisations wanting to hire your premises. Add to or amend the information as you see fit.

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 [name and details of staff member responsible for premises hire].

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	
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	

<p>note we may not always be able to provide this but will inform you where this is/is not possible)</p>	
<p>Additional equipment you will be providing yourself</p>	
<p>Please confirm in detail what Safeguarding arrangements are in place to ensure children's safety whilst on the school site</p>	

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 **[insert email address here]** or to the school office at **[insert address]**. 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 3: Confirmation of licence 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 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.

Please inform us immediately of any changes to your safeguarding arrangements.

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 [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 support with any issues.

Kind regards,

[staff member]