

St Agnes C.E. Primary School

Premises hire policy

Approved by:	Governing Body	Date: February 2024
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Last reviewed on:	--
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Next review due by:	July 2025
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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
- Small hall
- Playground
- Community room
- Classrooms
- Roof terrace

2.2 Capacity and charging rates

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

AREA	CAPACITY	COST
Main hall	Sports events - 30 people Party/seating - 100 people	£80 per hour Can be negotiated
Small hall	15 people	£40 per hour
Playground	150 people	as standalone - £80 per hour as an add-on to other room use - £40 per hour

AREA	CAPACITY	COST
Community room	20 people	£50 per hour
Classrooms	30 people	£70 per hour
Roof terrace	40 people	as standalone - £60 per hour as an add-on to other room use - £40 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.

We may decide to impose an additional cleaning fee on top of the hiring rates.

Usual hire time: Monday - Friday: 4pm - 9pm

Weekends - 9am - 2pm

3.2 Review

The rePremises raised from hiring out will be reviewed by the Headteacher and the school business manager (SBM) 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.

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 SBM and facilities manager (FM).

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.

Payments must be paid in full and upfront via: school account

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

Agreed terms

5.1 Interpretation

In this Contract, the following definitions apply:

Charges: the charges payable by the Hirer for the hire of the Premises and the supply of the Services, as set out in the Hire Details.

Contract: the contract between the Hirer and the School for the hire of the Premises and supply of the Services in accordance with the Hire Details, [and] these Premises Hire Conditions [and any Schedules or documents referred to therein].

Deposit: the deposit to secure the booking, as stated in the Hire Details

Event: the event or function for which the Hirer is hiring the Premises, as specified in the Hire Details.

Hire Period: the period of time agreed for the hire of the Premises as described in the Hire Details, to include any period of time to set up and clear the Premises.

Services: the supply of any additional services or equipment, at the Event as specified in the Hire Details.

Premises: the property, or area or rooms within the property, to be hired by the Hirer, as specified in the Hire Details.

5.2 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time. A reference to legislation or a legislative provision includes all subordinate legislation made from time to time under that legislative or legislative provision.

5.3 Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

5.4 A reference to **writing** or **written** includes email.

6. Confirmation of hire

6.1 Premises bookings shall be held provisionally for 5 calendar days following initial inquiry, or if such time is not available before the date of the Event, for a maximum of 24 hours. After this time, the School reserves the right to release the provisional booking [without notice to the Hirer.

6.2 This Contract shall come into effect on the date of the Contract [or the date that the Deposit has been paid to the School in cleared funds by the Hirer, if later]. Until that time, bookings for hire will be treated as provisional.

7. Supply of services

7.1 The School shall provide or supply the Services, as agreed, to the Hirer during the Hire Period, subject to any specific timings agreed in writing by the parties before the Event.

7.2 In supplying the Services, the School shall:

- (a) perform the Services with reasonable care and skill;
- (b) use reasonable endeavours to perform or provide the Services in accordance with the service description set out in Schedule 1;
- (c) comply with all applicable laws, statutes, regulations from time to time in force;

7.3 The Hirer must not use any third-party caterers or bring (or permit guests to bring) any food or drink (including alcoholic drinks) into the Premises without the prior written consent of the School.

8. Licence and use of Premises

8.1 Subject to 8, the School grants the Hirer a right for the Hire Period to enter and use the Premises for the Event in accordance with the terms of this Contract. The Hirer acknowledges that:

- (a) the Hirer shall have the right to enter and use the Premises as a licensee only and no relationship of a landlord and tenant is created between the School and Hirer by this agreement; and
- (b) the School retains control, possession and management of the Premises and the Hirer has no right to exclude the School from the Premises. The School reserves the right to enter the Premises at all times during the Hire Period, including to supply the Services.

8.2 The Hirer agrees and undertakes:

- (a) not to use the Premises other than for the Event;
- (b) not to do or permit to be done anything on the Premises which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the School or to any other Hirers of the School, or any owner or occupier of neighbouring property;
- (c) to comply (and ensure that its staff and agents comply) with the terms of this Contract and any [written] instructions or notices from the School, and use reasonable efforts to ensure that any guests or other persons present at the Event so comply;
- (d) to permit the School to search all containers, bags, boxes and equipment coming into or leaving the Premises, including those brought onto the Premises by guests during the Hire Period;
- (e) not to cause or permit to be caused any damage to the Premises, including any furnishings, equipment or fixtures at the Premises;
- (f) not to smoke or permit smoking (including e-cigarettes) anywhere in the Premises;
- (g) not to fix any bolts, nails, tacks, screws, adhesives, tape or other such fixing devices to the walls or fabric of the Premises;
- (h) not to display any advertisement, signboards, flag, banner, placard, poster, signs or notices at the Premises without the prior written consent of the School;
- (i) not to alter, move or interfere with any lighting, heating, power, cabling or other electrical fittings or appliances at the Premises, or install or use additional heating, power, cabling or other electronic fittings or appliances without the prior written consent of the School;
- (j) to leave the Premises in a clean and tidy condition and to remove the Hirer's decorations, displays and any other Hirer equipment from the Premises at the end of the Hire Period;
- (k) to ensure that all guests leave the Premises by the agreed end time
- (l) not to bring or permit to be brought any animal onto the Premises without the prior written consent of the SCHOOL, with the exception of assistance dogs within the meaning of the Equality Act 2010]

8.3 Car parking facilities are not available for guests at the Premises.

8.4 The Hirer shall ensure that the guests behave in a responsible and safe manner at the Event, and the School reserves the right to remove or request that the Hirer remove guests that do not do so from the Event and the Premises.

9. Guest numbers

9.1 The Hire Details indicate the number of guests attending the Event.

10. Charges and payment

10.1 The Hirer shall pay the Charges in accordance with points 2, 3 and 10

10.2 The School shall invoice the Hirer for the Deposit, which shall be payable by the Hirer within 7 days of the date of the Contract.

10.3 The School shall issue an invoice for the Charges, which shall be payable by the Hirer no less than 5 Business Days before the Event.

10.4 If the Hirer fails to make any payment due to the School under the Contract by the due date for payment, then, without limiting the School remedies under 8, the Hirer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgement. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

10.5 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

11. Liability

11.1 The School has obtained insurance cover in respect of its own legal liability for individual claims but the Hirer is responsible for making its own arrangements for the insurance of any excess loss. It is recommended that the Hirer obtains insurance cover in respect of all risks which may be incurred by the Hirer, arising out of the Event.

11.2 The restrictions on liability in this 7 apply to every liability arising in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution, deliberate fault or otherwise.

11.3 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by negligence; and
- (b) fraud or fraudulent misrepresentation.

11.4 Subject to 7.3, the School shall not be liable for:

- (a) the death of, or injury to, the Hirer or that of the Hirer's employees, contractors or any other guests or invitees to the Premises; or
- (b) damage or theft of any property of the Hirer or that of the Hirer's employees, contractors or other guests of invitees to the Premises[, except to the extent that such damage or theft arises from the negligence of the School].

11.5 Subject to 7.3 and 7.4, 7.6 specifies the types of losses that are excluded: excludes specified types of loss.

- (a) loss of profits
- (b) loss of sales or business;

- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill; and
- (g) indirect or consequential loss.

12. Cancellation

12.1 The School may cancel the Contract with immediate effect by giving the Hirer [or Hirer's authorised representative] notice in writing including, but not limited to, the following circumstances:

- (a) the Hirer fails to pay any amount due under the Contract on the due date for payment;
- (b) the Hirer commits a material breach of any term of the Contract;
- (c) the Hirer takes or has taken against it any step or action towards its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors, applying to court for or obtaining a moratorium under Part 1A Insolvency Act 1986, being wound up (whether voluntarily or by order of the court), being struck off the register of companies, having a receiver appointed to any of its assets, or its entering a procedure in any jurisdiction with a similar effect to a procedure listed in this 8.1(c);
- (d) the Hirer suspends or ceases, or threatens to suspend or cease, carrying on business;
- (e) the Hirer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy;
- (f) the Hirer is unable to perform its obligations in connection with the Contract pursuant to 10.1

12.2 The Hirer may cancel the Contract by notice in writing to the SCHOOL or SCHOOL's authorised representative.

12.3 If the Contract is cancelled under [8.1(a), 8.1(b), 8.1(c), 8.1(d), 8.1(e) or] 8.2, the SCHOOL will use reasonable endeavours to re-book the Premises but reserves the right to charge a cancellation fee. Any sums already received by the SCHOOL (including any Deposit) under this Contract will be deducted from the cancellation fee. The cancellation fee shall be:

Cancellation before the date of the Event	Cancellation fee
More than 4 weeks but less than [8] weeks before the date of the event	10% of the Charges
Less than 4 weeks before the date of the event.	50% of the Charges

13. Data protection

13.1 Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all applicable data protection and privacy legislation in force from time to time in the UK including the Data Protection Act 2018 (and regulations made thereunder), the retained EU law version of General Data Protection Regulation ((EU) 2016/679), the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

14. General

14.1 Force majeure. Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance shall be extended accordingly. If the period of delay or non-performance continues for four weeks, the party not affected may terminate this agreement by giving ten day's written notice to the affected party.

14.2 Assignment

- (a) The Hirer shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without the School's prior written consent.
- (b) The School may at any time assign, transfer, charge, subcontract, or deal in any other manner with any or all of its rights under the Contract.

14.3 Entire agreement

- (a) The Contract constitutes the entire agreement between the parties.
- (b) Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in the Contract.

14.4 Variation.

No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

14.5 Waiver

- (a) A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- (b) A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the future exercise of that or any other right or remedy.

14.7 Severance.

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted.

14.8 Governing law.

The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales.

14.9 Jurisdiction.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

15. 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.

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 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 Shoab Uddin – head@st-agnes.manchester.sch.uk 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).

16. 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:

Premises hire agreement

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, of this policy. If you have any questions, please contact Kane Green – k.green@st-agnes.manchester.sch.uk

Date:	
Booking No:	
Hirer:	
Hirer's address:	
Hirer's representative:	Name: Title: Email: Telephone:
Event:	
Date of event:	
Hire Period:	
Premises:	
Number of guests:	
Additional services or equipment:	ADDITIONAL SERVICES AND/OR EQUIPMENT TO BE PROVIDED BY THE SCHOOL, as further detailed in Schedule 1
Deposit:	£
Charges:	£
Schedule:	Schedule 1: Services [and equipment

This Contract is made up of the following:

- (a) The Hire Details.
- (b) The Premises Hire Conditions.
- (c) The Schedule specified in the Hire Details.

If there is any conflict or ambiguity between the terms of the documents listed in paragraph 1, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

This Contract has been entered into on the date stated at the beginning of it.

Signed
by.....

for and on behalf of
.....

Signed
by.....
for and on behalf of St Agnes CE Primary School

Please return this form via email to the school office at admin@st-agnes.manchester.sch.uk

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: Schedule 1 - Services and equipment

Equipment supplied by school

This is to be reviewed based on requirements of Hirer.