



Special Partnership Trust



## SPT THE HIRING OF PREMISES POLICY

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## SPT The Hiring of Premises Policy

**NB: This is a Trust Template Policy for schools to adopt and personalise to add school specific areas available for hire, capacity numbers and negotiate hire charges as appropriate.**

### 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

### Terms and Conditions for the Hiring of Special Partnership Trust Premises.

#### The Legal Position

There are legal responsibilities placed on both the school providing the facilities/premises and the organisation/individual hiring it. Some of these responsibilities can be negotiated by means of the hiring agreement but most are not transferable.

In general terms the organisation providing the facilities/premises has a duty, so far as is reasonably practical to provide safe:

- Facilities/premises
- Access to the facilities/premises for authorised users/visitors
- Fixed equipment (eg fixed machinery, electrical wiring, electric lighting, heating etc)

This will include providing:

- Parking facilities
- Even paths and steps
- Suitable external lighting during evening lettings
- Emergency evacuation routes

The organisation/individual hiring the facilities/premises has a duty so far as is reasonably practical to:

- Ensure the safety of those using the facilities during the hire
- Ensure the safety of other who may be affected

- Leave the facilities/premises in a safe condition

{It is recommended that the regulations below are included in any hiring agreement for SPT premises}

### **1. Applications**

All correspondence and applications for the hire of Special Partnership Trust premises must be made to the **Headteacher**. The Special Partnership Trust reserves the right to call for further particulars of any proposed hiring.

### **2. Hirer**

The hirer must be over 18 years of age and shall be the person by whom the application form of the application for the hiring is signed. Such person shall be responsible for the payment of the scale and other fees payable in respect of the hiring and for the observance and performance in all respects of the conditions and stipulations herein contained and on the part of the hirer to be observed and performed.

### **3. Right of entry**

The Special Partnership Trust reserves to their officials/staff, the right to enter at all times on producing evidence of their identity. The ticket takers, or stewards, are to be instructed accordingly by the hirer.

### **4. Cancelling of Hiring**

The right is reserved to cancel any hiring, without notice, where the Special Partnership Trust or its representatives consider it necessary for any cause outside their control. In the event of any hiring being cancelled, the amount of fee payable hereunder will be refunded to the hirer, but the Special Partnership Trust shall not be held liable or required to pay compensation for any loss sustained as a result of or in any way arising out of the cancellation of the hiring.

### **5. Risk Assessments**

Risk assessments must be carried out by the school providing the facilities/premises.

Risk assessments are required of the person/school/organisation letting the facilities/premises.

### **6. Preservation of Order**

The hirer is responsible for the preservation of good order during the hiring of the premises and for any damage that may be done to the property in consequence of the hiring or which would not have been done if the hiring had not taken place. No nails, tacks, screws, etc shall

be driven into any of the walls, floors, ceiling, furniture or fittings. It is a condition of the hiring that the wearing of stiletto heels by those using the premises, shall not be permitted. At any hiring to which members of the public are admitted, the hirer shall provide an adequate number of stewards who shall be present throughout the hiring. In the event of any such damage, the **Headteacher / Premises Supervisor** may make it good and the hirer, by the acceptance of the hiring subject to these regulations, will thereby be deemed to have undertaken to pay the cost of such repairs.

## **7. Alcohol**

Alcohol shall not be sold or consumed on school premises, unless written approval in advance has been obtained from the **Headteacher**, and the appropriate licence obtained from the licensing justices.

## **8. Licensing**

The premises hired shall not be used for cinematography exhibitions, public music or music and dancing, or stage play purposes for which a statutory licence is required granted by the licensing authority unless such a licence has been so granted in respect of the premises and the hirer shall strictly obey and observe all the requirements laid down in the licence.

## **9. Safeguarding Children and adults**

The school is dedicated to ensuring the safeguarding of its pupils at all times.

The hirer is responsible for ensuring that they have effective recruitment and vetting procedures for all staff working on the premises in order to safeguard and protect children, including undertaking, at its own expense, an Enhanced DBS check covering both adults and children for any staff who work with children or on the premises. The hirers should be aware and have policies and procedures in place to keep children safe and this includes the requirement for staff to be appropriately trained in relation to this policy. The hirer should monitor, review and up-date its policies and procedures in relation to safeguarding children on a continuous basis and should adhere to the KCSIE 23 guidance. There is a duty for schools to check this as a part of the letting agreement. The Special Partnership Trust's alternative provision checklist should be used to support the hirers risk assessment and policy checks.

The hirer must state in any correspondence or advertising to parents that the activity is not run by the Special Partnership Trust/School. The Special Partnership Trust/School does not endorse any of the clubs, groups or organisations who are party to this Agreement ('the Hirer') and prospective users should make such checks as are prudent to determine their suitability.

**The hirer must attach their child protection policy with this hiring.** The school must carry out a check to ensure the KCSIE guidance is being followed. A record of this check must be retained.

In order to be inline with safeguarding guidance if the school or setting receive an allegation relating to an incident that happened when an individual or organisation was using their school premises for the purposes of running activities for children (for example community

groups, sports associations, or service providers that run extra-curricular activities). As with any safeguarding allegation, schools and colleges should follow their safeguarding policies and procedures, including informing the LADO.

## 10. Catering services

The kitchen does not form part of the premises for hiring purposes. Hirers wishing to use the kitchen must inform the Headteacher/Premises Supervisor who will, where appropriate, make contact with the premises' catering contractor. All hirers who wish to use the kitchen to produce meals must arrange through the catering contractor for a member of their catering staff to be present throughout the hiring, and the hirer will be liable to meet the cost involved. This attendance is necessary in order to meet the obligations under the Health and Safety at Work etc Act 1974. Supervision is not required when the kitchen is being used solely for the making of beverages and/or the heating up of food. Any hirer must:

- Comply with all relevant legislation and, in particular, the Food Safety Act 1990 and Food Hygiene Regulations 1970 as amended in 1990 and 1991.
- Ensure that the premises and equipment are left "as found" and that the catering contractor's stocks of food and cleaning materials are not used.
- Not use refrigeration equipment.
- Not use light kitchen equipment except with the specific permission and agreement of the catering contractor to whom the equipment is on loan for the period of the catering contract.
- Be responsible for breakages, losses, damage, etc.
- Remove from the premises all rubbish and food waste.

## 11. Gaming

No gaming is allowed except in accordance with the conditions of the Gaming Act 1968 (as amended) and the Gaming (Bingo) Act 1985 when gaming is carried on as an entertainment promoted for raising money be applied for purposes other than private gain. A copy of these conditions will be available for inspection in the **premises office/Reception** during the normal hours of business and the hirer shall be deemed to have knowledge of the contents thereof.

## 12. Furniture and equipment

Furniture (other than chairs for use in halls) shall not be moved except by arrangement.

## 13. Copyright

A) The hirer shall comply with all the provision of the Copyright Act 1956. If the hirer fails to do so any permission previously granted by the **Headteacher** to use the premises shall be immediately cancelled and the **Headteacher** shall have the right to recover fees, charges or any other payments referred to in these regulations.

B) The hirer shall indemnify the Special Partnership Trust from and against all actions, proceedings, costs, claims or demands whatsoever, arising out of the performance of copyright works on premises.

#### **14. Electrical systems**

Any alteration or addition to the lighting or electrical heating systems is strictly forbidden, except with the written consent of the **Headteacher / Premises Supervisor**. Consent may be subject to conditions, which the hirer will be required to observe and, where necessary, the consent of the electricity undertakers.

#### **15. Stage and spot lighting**

If stage lighting and spotlights are required, it must be clearly stated on the application form. Any operation of the spotlights and dimmers must be carried out by a competent person. A separate charge on which VAT is levied may be made for the use of stage lighting.

#### **16. First Aid Arrangements**

The Trust is not legally obliged to provide first aid cover for individuals/organisations hiring its facilities. However, if one of the Trust's/School's identified first aiders was at the premises at the time of an accident, he/she would be expected to offer assistance and would be covered by the Trust's insurance policies.

It is recommended that, in normal circumstances, first aid cover is **not** included in the hiring of facilities.

#### **17. Unlocking/Lockup Up**

In all cases, an authorised member of staff should be present at the start and the end of each hiring to unlock and lock up the facilities/premises. In addition, this person should also check the condition of the facilities/premises at the start and the end of the hiring. Any damage or defects must be reported to the Premises Supervisor at the school.

#### **18. Fees and Charges**

Payment shall be made to the Special Partnership Trust

- A) The hirer shall pay to the **Headteacher** with, and in addition to, the scale charges appropriate to the hiring, such amount by way of deposit as may be determined by the **Headteacher**. In the event of damage occurring during the hiring, this deposit or the requisite part thereof, will be applied on account or in satisfaction, as the case may be, of any sum due from the hirer in respect of the cost of making good any damage which occurs during the hiring. Any balance not so applied will be returned to the hirer.
- B) The Special Partnership Trust reserves the right to refuse access to the premises hired if the whole of the fees have not been paid or if these regulations have not been complied with.

- C) The Special Partnership Trust also reserves the right to refuse to accept payment by cheque.

### **19. Payment of Charges**

All charges must be paid at the time of booking, and bookings may not be accepted later than fourteen days prior. Special arrangements may be made for payment for series bookings.

### **20. Cancellation/Postponement of Hiring**

Hirers will be allowed to cancel or postpone such bookings on the following conditions: if fourteen or more days notice is given, half fees may be payable, and, less than fourteen days, full fees may be payable, unless in either case the premises are re-booked.

### **21. Indemnity**

The hirer shall indemnify the Special Partnership Trust against all action, proceedings, claims and demands whatsoever which may arise as a result of the hiring.

### **22. Entertainment Programme**

The hirer, if called upon to do so by the Special Partnership Trust, shall furnish for approval a copy of the programme or any entertainment to be given during the hiring and in that event no entertainment shall be except in conformity with a programme which has been approved by the Special Partnership Trust. Failing approval of a programme, the hirer will be allowed to cancel the hiring without payment.

### **23. Children's Entertainment**

The following provisions of section 12 of the Children and Young Persons Act 1933, must be strictly complied with:

1. where there is provided in any building an entertainment for children, then, if the number of children attending the entertainment exceeds one hundred, it shall be the duty of the person providing the entertainment to station and keep stationed wherever necessary, a sufficient number of adult attendants, properly instructed as to their duties, to prevent more children or other persons being admitted to the building, or to any part thereof, than the building can properly accommodate, and to control the movement of the children and other persons admitted while entering and leaving the building or part thereof, and to take all other reasonable precautions for the safety of the children.
2. where the occupier of a building permits, for hire or reward, the building to be used for the purpose of an entertainment he/she shall take all reasonable steps to secure the observance of the provisions of this section.
3. if any person on whom any obligation is imposed by this section fails to fulfil that obligation, he/she shall be liable, on summary conviction, to a fine not exceeding, in

the case of a first offence, fifty pounds, and in the case of second or subsequent offence one hundred pounds, and also, if the building in which the entertainment is given is licensed under the Cinematography Act 1909 or under any of the enactment's relating to the licensing of theatres and of houses and other places for music or dancing, the licence shall be liable to be revoked by the authority by whom the licence was granted.

4. a constable may enter any building in which he/she has reason to believe that such entertainment as aforesaid is being, or is about to be provided, with a view to seeing whether the provisions of this section are carried into effect, and an officer authorised for the purpose by an authority by whom licences are granted under any of the enactments referred to in the last foregoing subsection shall have the like power of entering any building so licensed by that authority.

#### 24. Additional Regulations - Hire of Playing Fields/Open Spaces

A) No warranty is given by the Special Partnership Trust that the field or open space is fit for use proposed and the hirer must satisfy himself as to the field's suitability and take all reasonable precautions for the safety of all persons likely to use the field or open space during the period of hire.

B) the hirer shall be responsible for supervising the behaviour of all persons using the field and will not allow its use in such a manner as to be likely to cause nuisance or annoyance to the occupiers of neighbouring premises.

C) no lines are to be marked on the field or grassed area without the specific consent of the **Headteacher / Premises Supervisor**.

D) the hirer shall not allow the field or a part thereof to become fouled by dogs.

#### 25. No smoking policy

It is against the law to smoke in substantially enclosed spaces.

The Special Partnership Trust operates a no smoking policy and so smoking is not permitted on the premises.

The hirer of the building is required to abide by these regulations.

#### 26. Capacity figures for {School/Area – schools to add details based on the examples below}

Area	Seating Capacity	Standing Capacity	Cost
Classroom	[School to add]	[School to add]	£10 per hr (min 2 hrs) or £20 per session (3 hrs am or pm)





Library	[School to add]	[School to add]	£10 per hr (min 2 hrs) or £20 per session (3 hrs am or pm)
Dining Room	[School to add]	[School to add]	£10 per hr (min 2 hrs) or £20 per session (3 hrs am or pm)
Sports Hall	[School to add]	[School to add]	£10 per hr (min 2 hrs) or £20 per session (3 hrs am or pm)
Gym	[School to add]	[School to add]	£10 per hr (min 2 hrs) or £20 per session (3 hrs am or pm)
Playing Fields	[School to add]	[School to add]	£10 per hr (min 2 hrs) or £20 per session (3 hrs am or pm)
Residential Area/rooms	[School to add]	[School to add]	£33.34 per bed per night or an agreed price per block/area negotiated locally.
Other (to be specified by school)	[School to add]	[School to add]	To be agreed/negotiated locally.

{NB: the maximum capacity figures should be agreed with Cornwall Fire and Rescue Service - contact your local Fire Safety Officer for advice}

## 27. Health and safety

The Trust/school is responsible for ensuring that the means of access or egress are safe for the use of the hirer and that the plant or equipment used by the hirer is safe. If the hirer discovers a hazard, they should take action to make the site supervisor on duty aware of it. Hirers should familiarise people using the premises with fire and health and safety arrangements

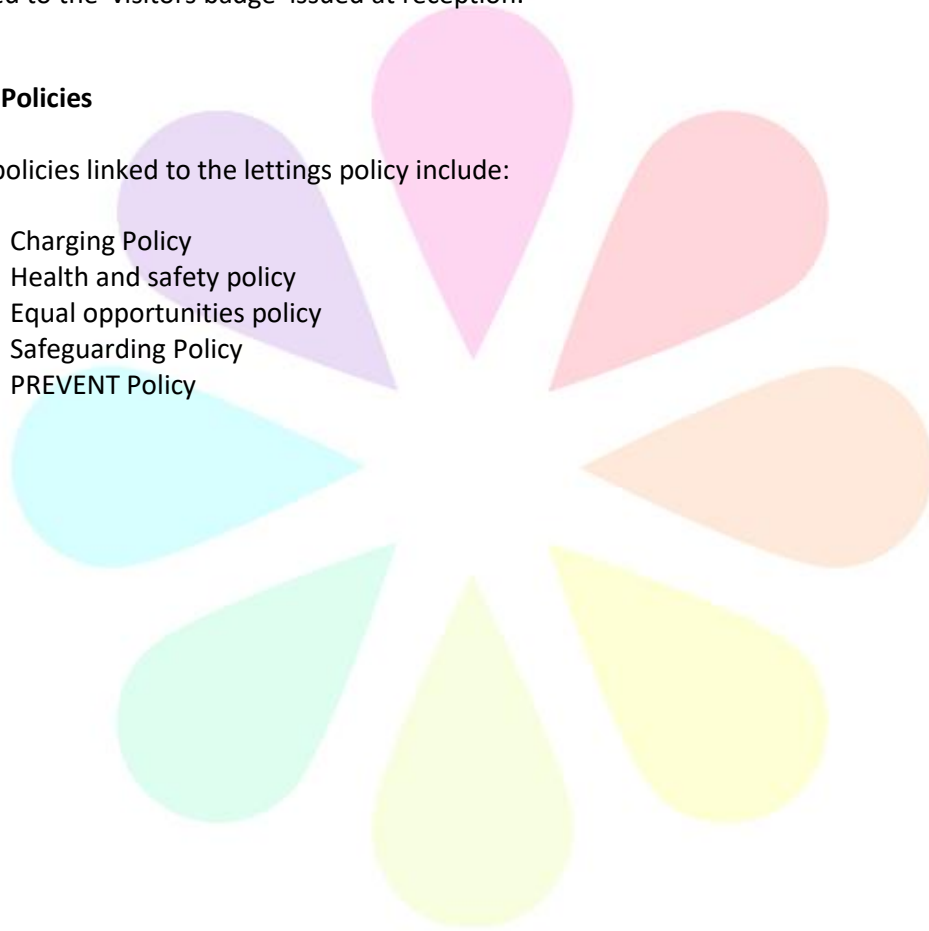
## 28. Fire regulations and exits

During the day visitors must comply with regulations as set out in the 'safety guidelines' attached to the 'visitors badge' issued at reception.

### Linked Policies

Other policies linked to the lettings policy include:

- Charging Policy
- Health and safety policy
- Equal opportunities policy
- Safeguarding Policy
- PREVENT Policy



**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.

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	
Area of the premises requesting to be hired	
Purpose of hire	
Date and time of proposed hire	Date/s:  Time/s:
Will access be required outside these times (eg. To set up or pack up)?	
Is this a recurring request, or one off? If recurring, indicate the frequency and number of occurrences (e.g. weekly, 10 weeks)	



Number of Adults expected to attend	
Number of children (under 16) expected to attend.	
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	

We will also require you to submit to us proof of your public liability insurance – with this application form.

Declaration: I hereby make application for the use of the accommodation and facilities stated above and upon application being granted, I undertake to pay, in advance (unless otherwise agreed) the charges in respect thereof and to comply with 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 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 and the booking.

Dear [contact name]

Thank you for submitting your hire request form to us.

We're pleased to inform you 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, and where relevant, explain that this includes an additional cleaning fee]. You can pay us by [insert payment method(s) and details here – further information/guidance is available via the Finance team]. 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 you have not already provided it with your application.

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. Please also find attached the Special Partnership Trust Hiring of Premises Policy, please note that the information within the policy constitutes the terms and conditions 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,

[Name ]

Headteacher [School]