ST GEORGE'S CofE INFANT AND PRESCHOOL
HIRING AND LETTINGS POLICY

Date of last review: September 2025 Date of next review: September 2028

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

Available Areas

The school will permit the hire of the following areas:

- School hall
- KS1 Classrooms
- Preschool
- Playing fields
- Other areas may be discussed on a case by case basis

Facilities at the school are normally available for the use of outside hirers between the hours of 4.00 pm - 10.00 p.m. on weekdays, and 8am - 3pm on weekends. In exceptional cases, these hours may be extended on application to the Headteacher. School events have priority bookings.

Charging Rates and Principles

Rates

The rates for hiring out are set at 30/h and shall be reviewed yearly. 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.

Cancellations

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

Review

The revenue raised from hiring out will be reviewed by the Finance Officer and will be fed into the school's financial reporting, to ensure best value is being achieved.

Application process

Application to use the school premises should be made to the Headteacher, and the Application Form should be filled in at least 21 days before the event.

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 below.

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 Headteacher.

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. Payment must be made in full within 7 days of an invoice being issued.

If the Headteacher has any concern about the appropriateness of a particular request for a letting, he/she will consult with the Chair of Governors, who has the authority to determine the issue on behalf of the governing body. The governing body has the right to refuse an application and no letting should be regarded as 'booked' until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been confirmed in writing. 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.

Hire Agreement

Once a hiring has been approved, a letter will be sent to the hirer, confirming the details of the letting, along with a copy of the terms and conditions and the hire agreement.

The hire agreement needs signing and returning to the school before the hiring can take place. It should be signed by a named individual and the agreement should be in their name, giving their permanent private address.

The hire agreement (with the terms and conditions of hire of the school premises attached thereto) will be signed in duplicate by the hirer and on behalf of the Governing Body.

The named individual applying to hire the premises will be invoiced **in advance** for the cost of the letting.

All hiring fees will be paid into the school's bank account to offset the costs of services, staffing etc.

Termination of Hire Agreement

The Headteacher, or the Chairman of the governing body, has the immediate power to terminate any hire agreement relating to the hire of the school premises, in accordance with the terms and conditions of the model agreement attached.

Complaints

Any complaints arising from a hiring agreement will be dealt with using the school's complaints procedure, a copy of which is available from the School Office, or the hirer's own complaints policy, depending on the nature of the complaint. It will be at the Headteacher's discretion which complaints procedure is followed.

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 of copy of the relevant insurance certificate no less than 7 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 one terms notice will not be refunded.

13. Any cancellations by the school made with less than one terms 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.

25. PUBLIC SAFETY All conditions attached to the granting of the licence, stage play or other licences and the school's health and safety policy shall be strictly observed. Nothing shall be done which will endanger the users of the building, or invalidate the policies of insurance relating to it and its contents. In particular:

    a) obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be available for free public access and exit at all times;

    b) the emergency lighting supply must be turned on during the whole time the premises are occupied, and must illuminate all exit signs and routes;

    c) fire-fighting apparatus shall be kept in its proper place and only used for its intended purpose;

    d) the Fire Brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Headteacher;

    e) the hirer is responsible for familiarising his/herself with the procedure for evacuation of the premises, the escape routes, assembly points, and shall be familiar with the fire-fighting equipment available;

    f) performances involving danger to the public shall not be permitted;

    g) highly flammable substances shall not be brought into, or used, in any part of the premises. No internal decorations of a combustible nature (e.g. polystyrene, cotton, hay, etc) shall be undertaken or erected without the consent of the governing body;

    h) no unauthorised heating appliances shall be used on the premises;

    i) all electrical equipment brought into the building shall be subject to regular PAT testing and certification provided in evidence. The intention to use any electrical equipment must be notified on the hire application form. The governing body and County Council disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment.

    j) adequate supervision must be provided to maintain order and good conduct, and, where applicable, the hirer must adhere to the correct adult/pupil ratios at all times when these are specified for particular activities, e.g. by national governing bodies of sports, scouts etc.

26. The Hirer's Responsibilities The hirer must inform the school of any fault, damage or other problems with the premise or equipment encountered during the hiring. No part of the premises are to be used otherwise than for the purpose of the premises requested. No part of the premises requested are to be used for any unlawful purpose or in any unlawful way.

27. Own Risk It is the hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

28. First Aid Facilities It is the responsibility of the hirer to make their own first aid arrangements, such as the provision of a first aid kit, and the provision of first aid training for supervising personnel, particularly in the case of sports lettings. There is no legal requirement for the school to provide first aid facilities and use of the school's resources is not available.

29. Furniture and Fittings Furniture or fittings shall not be removed or interfered with in any way. Nor shall they be re-arranged except by prior agreement and will be subject to reinstatement at end of each session of use. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted. In the event of any damage to premises or property arising from the letting, the hirer shall pay the cost of any reparation required. Hall floors are used by children for physical education and no substance is to be applied to floors to prepare them for dancing or any other activity. No footwear liable to damage floors may be worn in school buildings. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the building.

30. Food and Drink No food and drink may be prepared* (see note below) or consumed on the property without the direct permission of the Headteacher in line with current food hygiene regulations.

31. Kitchen/Food preparation*, Facilities and Equipment Third parties shall only be permitted to share use of kitchens and/or equipment where a member of the school's staff is available to supervise such use and subject to reimbursement of the resultant staff costs. A 'Slip Kitchen' - where only a kettle and washing up facilities are available, can be used by a hirer without supervision.

32. Intoxicating Liquor No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the permission in writing of the Headteacher/governing body, whose written consent must also be obtained prior to seeking any Temporary Event Notice for the sale of alcoholic liquor from the local Licensing Authority. All evidence of intoxicating liquor must be removed from the premises at the end of the hiring.

33. Smoking The whole of the school premises, which includes the grounds, is a non-smoking area, and smoking is not permitted.

34. Betting, Gaming and Lotteries Nothing shall be done on, or in relation to, the premises in contravention of the law relating to betting, gaming and lotteries, and the persons or organisations responsible for functions held in the premises shall ensure that the requirements of the relevant legislation are strictly observed.

35. Nuisance/Disturbance Hirers and organisers of events in the school premises are responsible for ensuring that the noise level of their functions does not interfere with the other activities within the building nor to cause inconvenience for the occupiers of nearby houses or property. The hirer must comply with the school's arrangements for disposal of any rubbish or waste materials. Except in the case of trained guide-dogs for the blind and hearing dogs for the deaf, animals shall not be permitted on the school premises.

36. Rules The hirer shall comply with any rules and regulations which the Governing Body shall make from time to time.

37. Sub-Letting The hirer shall not sub-let the premises, underlet or share possession with any other parties.

38. Storage Ancillary to the Hiring The permission of the governing body/Headteacher must be obtained before goods or equipment are left or stored on the premises, except that the Headteacher is authorised to grant permission for the overnight storage of goods and equipment brought to the school for a particular event.

39. Loss of Property The governing body and the Local Authority cannot accept responsibility for damage to, or the loss or theft of, hirer's property and effects. It is the responsibility of the hirer to make his/her own insurance arrangements if required.

40. Car Parking Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the School. In particular, the Hirer must ensure that access to the school by emergency vehicles is not obstructed or delayed. Where parking accommodation is available, this must be used, and users of the school should avoid undue noise on arrival and departure.

41. Toilet Facilities Access to the designated school's toilet facilities is included as part of the hire arrangements.

42. Right of Access The governing body reserves the right of access to the premises during the hiring for emergency or monitoring purposes. (The Headteacher or members of the governing body from the Resources committee may monitor activities from time to time.)

43. Vacation of Premises The hirer shall ensure that the premises are vacated promptly at the end of the hiring session. The hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult.

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 policies and 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 and ask them to read our school Child Protection Policy. All relevant school policies can be accessed online on schools website.

All hirers must:

- have appropriate safeguarding and child protection policies and procedures in place in line with Keeping Children Safe in Education 2023 (KCSIE) and any amendments. A copy of these may be requested, by the governing body or Headteacher, which must be produced within seven days.
- have a staff behaviour policy (sometimes called a code of conduct) for any hired staff
- be aware of and have training on the specific safeguarding issues (including online) that can put children at risk of harm

- appoint a designated safeguarding lead (DSL) (sometimes called a Safeguarding Lead or Welfare Officer) who has undertaken safeguarding and child protection training (including online)
- provide parents or carers with a named individual (such as a DSL or another named member of staff) so they can raise safeguarding concerns
- if you're a lone provider, give parents or carers the contact details of your Buckinghamshire Council's children's service or the NSPCC helpline number
- know the referral route into children's social care
- report any allegations of harm to a child to both your local authority designated officer (LADO or Designated Officer) and the police as soon as reasonably practicable
- know if the legal duty to prefer to the Disclosure and Barring Service applies to you and ensure you make referrals when appropriate

Suitability of staff and volunteers

All hirers must:

- make sure staff and volunteers have had relevant pre-employment checks for example (DBS check, verification of identity, references, right to work)
- have regular performance reviews in place to check the suitability and training requirements of staff and volunteers after their appointment
- Ensure DBS is provided to school (and subsequent updates) in line with schools SCR

Governance

All hirers should have:

- a clear complaints procedure

Where hirers employ other staff or volunteers, they should have:

- an effective whistleblowing policy
- a clear staff behaviour policy (code of conduct)
- a clear line of accountability for safeguarding which runs throughout your organisation including at the most senior level
- a clear record of the safeguarding training provided to staff and the schedule of refresher training

Health and Safety

All hirers must:

- consider the suitability and safety of the setting for employees, children and young persons, taking steps to reduce and risks identified
- have a fire safety and evacuation plan
- have paediatric first aid training where children aged 5 and under are attending the provision (unless you're exempt from registration with Ofsted)
- have first aid training and a first aid kit to hand as well as awareness of what to do in an emergency where children aged over 5 are attending

- have more than one emergency contact number for each child
- make sure you know of any medical concerns or allergies

We ask that the hirers meet any external visitors arriving at the front door and escort them back to the front door at the end of the session to ensure people unknown to the school and the children are not able to freely access other areas of the school not used by the hirers.

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 this policy. If you have any questions, please contact office@st-georges.bucks.sch.uk

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 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

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@st-georges.bucks.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.