



Premises Hire Policy

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I. 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

2.Areas available for hire

2.1 Available areas

The school will permit the hire of the following areas:

- Sports hall
- Dance Studio
- Classrooms
- Secondary MUGA

2.2 Capacity and charging rates

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

AREA	DIMENSIONS	COST
Sports Hall	32.7m x 18.1m	£45 per hour
Dance Studio	12.1m x 10.0m	£22 per hour
Classrooms	7.8m x 7.6m	£16 per hour
Secondary MUGA	31.4m x 16.5m per section	£40 per hour

All rates are exclusive of VAT unless stated otherwise.

Areas can be booked in blocks of 30 minutes with a minimum booking of 1hr per session.

3. Charging rates and principles

3.1 Rates

The rates for hiring out different areas are listed in the table in the section above. It is possible 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

Bohunt Horsham reserves the right to cancel any booking at short notice in the interest of the education of the students or for any other circumstances beyond our control. The hirer will be contacted and a 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 must give at least 7 days notice to cancel a hire in order to receive a full refund. If the hirer cancels with less than 7 days, but more than 48 hours notice, a 50% fee will be incurred. If less than 48 hours notice 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 Headteacher and will be included in the school's financial reporting, to ensure best value is being achieved.

4. Application process

Those wishing to hire the premises should make a booking request via bohunthorsham.schoolhire.co.uk. The hirer will need to provide proof of its public liability insurance and a risk assessment at the time of making the booking request.

We reserve the right to decline any booking requests at our discretion, in particular where the organisation does not uphold the values of the school, or where reputational damage may occur.

Bookings are paid for using a payment card. Any one off bookings are required to be paid upfront and in full.

For block bookings, the hirer has the choice of paying in full or making split payments, payable every 30 days for the following 30 days' worth of sessions.

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 booking request.
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. In the event that the Hirer cancels the hiring, the following fees shall be payable by the hirer:
 - a. Less than 7 days but more than 48 hours' notice of cancellation - 50% of fees
 - b. Less than 48 hours' notice of cancellation - no refund
4. 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 Bohunt Horsham by this licence.
5. The hirer shall not sub-licence any of the premises under the licence.
6. 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.
7. The use of the premises must not interfere with the safety and primary function of the school or impair its efficiency.
8. The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.
9. 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. A copy of the relevant insurance certificate must be provided at the time of the booking request.
10. 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.

11. 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;
 - 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
 - d. bodily injury or illness to third parties
 - e. damage to third party property caused by or arising out of or being incidental to the hirer's use of the premises
12. 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.
13. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
14. 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. All appliances switched off and lighting extinguished. Any litter/rubbish must be removed from the school site by the hirer. Bohunt Horsham reserves the right to recover from the hirer any additional expenses incurred as a result of non-compliance with this condition.
15. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior written agreement from the school.
16. If the hirer breaches any of the terms and conditions, Bohunt Horsham reserves the right to terminate the licence and retain any fees already paid to the school, without affecting any other right available to the school under the licence or otherwise.
17. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
18. Due to the legislation introduced on the 1st July 2007, it is illegal to smoke in all public enclosed or substantially enclosed areas and workplaces. Smoking is not permitted anywhere on the school site

including the school grounds. A fine of £35 per person will be imposed on those not adhering to this policy.

19. Bohunt Horsham does not hold licences for (a) public dancing, music or any other public entertainment and (b) public performance or plays. 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 it is running and providing a copy of this at the time of making a booking request.
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 booking request submitted by the hirer and the relevant hire confirmation 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

Bohunt Horsham 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 co-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 if working with under-18s and/or vulnerable adults, including safeguarding and child protection, and shall provide a copy of their policy when making a booking request.

The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact safeguarding@bohunthorsham.com as soon as reasonably practicable.