



Claremont Primary School

A hub of educational excellence and innovation,
supporting and valuing everyone

Premises Hire Policy

Responsible person	Julie Cook, School Business Manager
Responsible governor	Chair of Resources
Responsible governor team	Resources
Date approved	Summer 2023
Date of next review	Autumn 2024
Policy reference	Adapted from The Key and Kelsi

At Claremont we believe and recognise that the diversity of our community is one of our greatest strengths and assets. We are committed to ensuring that our pupils are treated fairly, and we have carefully considered and analysed the impact within this policy to promote equality of opportunity for all and we will use our position of influence as a school to work with all stakeholders to eliminate discriminatory barriers and ensure that our pupils have a sense of shared, common belonging and understanding

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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 without prior approval of the governing body via the resources committee
- 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
- Library
- Classrooms
- Playing fields

2.2 Capacity and charging rates

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

AREA	CAPACITY	COST
Main hall	Twelve folding tables available on request which seat 16 (pupils) per table.	£12.00 per hour
Library	Smaller area for approximately 15-20 people	£12.00 per hour
Classrooms	30-32 seats per classroom	£12.00 per hour
Playing fields	Main school field and Forest School available on request	£6.50 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/caretaking fee on top of the hiring rates.

3.2 Cancellations

We reserve the right to cancel any agreed hiring with a minimum of one weeks' notice, where possible but also recognise that on occasion no notice may be given due to circumstances outside of the control of the school.

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 five clear working days' to allow communication with all families attending the event. 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 Resources Committee 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 'Request for hire of Claremont Primary School' (Appendix B) and read the terms and conditions of hire set out in section 5. The hirer should fill out and sign the 'Request for hire of Claremont Primary School' form and submit it to the school office. Approval of the request will be determined by the Headteacher.

If the request is approved, the hirer will be issued with the 'Agreement Form' (Appendix C), signed by the Headteacher and accompanied with the 'Conditions of Use for a hire' (Appendix A). We will contact the hirer with details of how to submit payment which is by BACS transfer in advance of the booking. 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 and safeguarding arrangements. 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

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.
9. The hirer 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.
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; 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
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. Any cancellations by the school made with at least one weeks' notice will be refunded.
14. Any cancellations by the hirer received with less than five clear working days notice will not be refunded.
15. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency. A copy of the Emergency contact numbers (appendix D) must be held by the hirer and accessible at all times.
16. Smoking is NOT permitted in the building or any of the grounds of the school.
17. 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.
18. The hirer is responsible for providing First Aid provision for children and adults under their supervision. First Aid supplies must be provided by the hirer and made available by the hirer during the letting
19. The hirer is responsible for ensuring that they have a full list of attendees at the club along with details from the parents/carers of any medical conditions that may need management such as asthma, Epi Pen allergies etc
20. The hirer will remove all rubbish from the school premises and ensure the school is left as found with all materials and resources supplied by the hirer being removed at the end of the session (including any leaflets or literature which may be deemed inappropriate for young people). The premises needs to be returned to the original condition it was in, prior to the session (even if this includes cleaning) – the school cleaners are not responsible for this.
21. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior written agreement from the school.
22. 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.
23. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
24. The hirer will acquire all appropriate additional licences for any activities they are running, including those required for use of any third party intellectual property.
25. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running.
26. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
27. 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.

28. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.

29. 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 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 one of the schools designated safeguarding leads as soon as reasonably practicable.

- Senco: Mrs Clare Smith senco@claremont.kent.sch.uk
- Headteacher: Mrs Candi Roberts headteacher@claremont.kent.sch.uk
- Deputy Heateacher: Mrs Sarah Seddon sseddon@claremont.kent.sch.uk

7. 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 Resources Committee of the governing body.

Appendix A

Conditions of use for a hire

Claremont School is committed to an inclusive ethos and the general principle of equal opportunities for all members of the school community. We expect all hirers of the school to support this general principle.

Use of School premises for a hiring must be agreed in advance and confirmed in writing by both the hirer and the authorised representative of the school. The agreement will include the fee, appropriate VAT and any other charges payable. These are reviewed in advance of the second and succeeding years. It must be recognised that school use of the premises takes priority and that there may be occasions when arrangements have to be changed (where possible these will be advised at the time agreement is reached). Formal confirmation of bookings will be made termly when school requirements have been finalised.

If the hirer wishes to cancel a specific booking or set of bookings, five clear working days' notice must be given of the cancellation. If less than five days' notice is given, the whole of the fees will be charged by the school.

Damage or loss of any kind sustained to the premises, fixtures and/or fittings, furniture and/or other chattels therein arising out of or in connection with use of the school shall be made good at the expense of the hirer within one month by the hirer and to the satisfaction of the school.

The hirers are required to make arrangements for suitable insurance cover (currently a minimum of £5 million public liability) with a reputable company in respect of claims which might be made against them by a third party for accidental injury including death or accidental loss, or damage to property arising out of, or in consequence of, the letting and to cover the school, and must produce proof of the policy before the letting is contracted.

However, if non-commercial hirers are unable to provide insurance cover which meets the council's requirements, cover must be arranged through the KCC Hirers Liability Policy, for which a premium of 3.15% of the total hire charge will be levied in addition to the hire charge itself. The hirer will be responsible for the first £350 of each and every property damage claim.

It is the hirer's sole responsibility to supervise children that are attending the hirer's activity and to ensure that the activity is run properly and in a manner which does not bring the school into disrepute. The school reserves the right to cancel or suspend a hire for any reason with no notice.

It is the hirer's sole responsibility to control entry of all visitors at the external entrance allocated and to ensure that only those people known to them are allowed access to school premises. The entrance and any other external doors that are unlocked must be controlled by responsible adults at all time during the period of the hire. On completion of the hire a

check must be carried out to ensure that all windows and doors have been shut and secured, that the area is left in a good and clean condition and that all visitors have left the premises and that the premises are left secure and alarmed where applicable.

The hirer shall not cause or permit any nuisance or disturbance to other occupiers or hirers at the school, nor to occupiers of neighbouring properties.

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 is responsible for providing the school with a written & signed Risk Assessment prior to the commencement of the hire.

The hirer should be aware of the appropriate action to be taken in the event of fire or another emergency. They should know where extinguishers are located and how to use them, how to obtain assistance from the emergency services and the location of fire exits. A copy of Appendix D (Emergency Information) should be held by the hirer in charge and accessible at all times.

The hirer is responsible for providing First Aid provision for children and adults under their supervision. First Aid supplies must be provided by the hirer and made available by the hirer during the letting. The hirer is responsible for ensuring a full list of attendees to their club/activity is in place with clear instructions from the parent/carer as to any additional needs the child may have. All accidents or injuries must be reported to the school office as a courtesy.

The Health and Safety at Work, etc Act, 1974 (as amended) imposes duties not only on employers in respect of their employees but also on persons having control over places of work or places where plant or substances are used and on anyone who by virtue of a contract has an obligation in relation to such a place. The duties are to ensure so far as is reasonably practicable, that the facilities, the means of access to and egress from, are safe and without risk to health. (A copy of the school health and safety policy is available on request and hirers must comply with these.)

If agreement is given for the use of the school meals facilities/canteen, KCC regulations must be observed.

All rubbish, empty containers, crates, etc must be removed from the premises by the hirer immediately after the hire has taken place. All materials/resources supplied by the hirer must also be removed to ensure the facilities are left as found. This includes the removal of any literature or leaflets that would be deemed inappropriate for viewing by the children of the school. If the premises requires cleaning to return it to the condition it was found, then the hirer must undertake this immediately after the hire has taken place. Furniture and equipment are to be left as found unless other arrangements have been agreed with the School Office, Finance Assistant or caretaker.

Smoking is not permitted in the school building or on the school grounds.

The use of materials for preparing floors for dances and the wearing of shoes likely to damage floors, especially in the hall, is prohibited.

The premises shall not be used for any purpose other than that for which agreement has been granted nor shall any areas of, or furniture/equipment in, the school but not included in the hire agreement be used without express permission; in such cases an extra fee may be payable.

No public performance of a play, nor any cinematography exhibition, nor any public dancing, singing, music or other public entertainment of the like shall be performed in or close to the premises unless any necessary licence for the same shall first have been obtained from the appropriate authority and all necessary measures taken to fulfill the conditions of the licence. It may be that a School Public Performance Licence will cover the situation but this aspect must be cleared in advance.

To meet the requirements of the Copyright Designers and Patents Act 1988, any musical performances on the premises are to be notified to the Performing Rights Society Ltd. Where ballet, opera or choral works are to be performed advance permission must first be obtained from the Performing Rights Society Ltd.

The hirer must have written permission from the school before arranging for alcoholic drinks to be consumed on the premises. They are responsible for obtaining an appropriate "Occasional Permission Licence" from the clerk to the local magistrates' court if intoxicating liquor is to be sold during the hire.

Vehicles will only be allowed on the playing fields with special permission from the Head Teacher. No parking which restricts the caretakers' or emergency services access will be permitted. Parking on the roadway where double yellow lines are displayed is not permitted. Control of parking is the responsibility of the user. No responsibility can be taken by the school for any damage to vehicles sustained whilst in the school grounds.

It is the responsibility of the hirer to ensure that all adults attending the activity and in contact with children, have a current DBS certificate. Whilst the school is not responsible for ensuring all adults hiring or using the premises have DBS certificates, the school does reserve the right to request sight of the DBS certificates.

The following statement must be included on all advertisements, flyers and information given to club users:

"The school takes no responsibility for the internal operation of the club, its charges or its cancellations".

No landlord and tenant relationship shall be created

Appendix B



Claremont Primary School

REQUEST FOR HIRE OF CLAREMONT PRIMARY SCHOOL

This form to be completed by hirer and submitted to Headteacher before the first hire date

Name of Organisation:	
Name of applicant:	
Email address:	
Names of all Adults / Instructor(s) – DBS certificates are required for all adults involved with classes where children are attending.	
Address of applicant:	
Telephone number of applicant:	
Use to be made of premises:	
Maximum number of persons:	
Accommodation required	
Days:	
Dates:	<i>Please insert each date that you require the premises</i>
Times (including preparation time):	Start time: End time:
Furniture & Equipment requirements:	
Insurance: KCC Insurance will be applied to non-commercial hirers unless details of your insurance and a copy of the policy are supplied. £350 insurance excess payable by the hirer in the event of a claim. Commercial hirers must have their own public liability insurance covering £5,000,000.	
Caretaking requirements: (None or opening and closing only, for the duration of the letting)	
Date:	Signature of Applicant

Appendix C



Claremont Primary School

Agreement Form

Name and Address of Hirer:	
Hire of school facilities for:	

Further to your application, I am pleased to offer the following facilities:

Accommodation:	
Furniture/Equipment:	
Use to be made of facilities:	
Dates:	
Times:	
Charge per hour:	
Insurance:	
Caretaking:	
Contract: <i>Your use of the school facilities is subject to your agreeing to the 'Conditions of Use' as attached. Subject to your agreement would you please sign and return the copy of this letter as soon as convenient.</i>	
Signed Headteacher	Date

To:

Headteacher:	CLAREMONT PRIMARY SCHOOL
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I am satisfied with the details shown and confirm that we accept the conditions of use and have appropriate insurance cover / require KCC Insurance Cover @ 3.15% of hire charge. (Delete as appropriate)

Organisation		
Contact Name		
Address		
Signature		Date

Headteacher: Mrs C Roberts Claremont School Banner Farm Road Tunbridge Wells Kent TN2 5EB
Tel: 01892 531395 Fax: 01892 520185 admin@claremont.kent.sch.uk www.claremont.kent.sch.uk

Appendix D

PLEASE KEEP THIS INFORMATION FOR USE AT YOUR WEEKLY GROUP

EMERGENCY CONTACT NUMBERS

Please use these contact numbers in case of an emergency whilst on the school premises and you are not able to find a member of staff.

Caretaker	Lalo Fernandez Cortes	01892 532269	07544 992096
Headteacher	Candi Roberts	01892 531395	07990 804409
Deputy Headteacher	Sarah Seddon	01892 531395	07799 400270
Assistant Headteacher	Hannah Oliver	01342 326919	07956 660529
Chair of Governors	Chris Davidson	07771 867452	

SAFEGUARDING CONCERNS CONTACT NUMBER

If you have an immediate safeguarding concern regarding a pupil who takes part in your club that you need to discuss with a member of staff, please speak to:

Designated Safeguarding Lead	Clare Smith	01892 53139	07887 393320
Deputy Safeguarding Leads	Candi Roberts	01892 531395	07990 804409
	Sarah Seddon	01892 531395	07799 400270

HEALTH AND WELLBEING CONCERNS CONTACT NUMBER

If you would like to talk about a health or well-being concern of a child attending your club

SEnCo	Clare Smith	01892 53139	07887 393320
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PARENTAL/CARER CONTACT INFORMATION

It is essential that you keep a register of children who attend your club/activity and that you keep an up to date list of parent/carer contact information for use during your letting.

You must issue the school with a register of names of the children who attend your group.

NOTE

It is your responsibility to ensure the safety of the children attending your club/activity. All children must be dismissed from the main office reception area and into the care of a responsible person, parent or carer.