



# St Joseph's Catholic Primary School & Nursery

## Premises Hire Policy

**Our family at St Joseph's Learns, Loves and grows with God at the Centre**

To be reviewed and ratified by Governing Body	3 <sup>rd</sup> March 2023
Next Revision (Please highlight as appropriate)	3 yearly
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The Governing Body recognises the role of the School within the community and welcomes the use of the School's premises for a variety of community and leisure purposes and the opportunity to enable others to benefit. However, the overriding aim is to support the School in providing the best possible education for its pupils, and any lettings of the premises to outside organisations will be considered with this in mind. The Governing Body reserves the right to make a charge for the use of the School premises. The charge may vary according to the category of the letting as laid out in this policy.

## **1. Aims**

We aim to:

- Make sure the School's premises and facilities can be used, where appropriate, to support community or commercial organisations in accordance with the terms and conditions of this policy.
- 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:

- Sports Halls
- Conference Rooms
- Classrooms
- Playgrounds
- School Car Park
- All buildings including Library & Little Gems building

### **2.2 Types of Lettings**

The use of the School premises is divided into the following categories:

- Community Lettings (i.e. of benefit to the local community).
- Commercial (intended to raise funds for the School).
- School subsidised lettings (can be subsidised by external sources such as grants, other lettings or can be funded from delegated budget if they can be shown to be providing educational value).

The Governing Body reserves the right to disapprove without reason any request made to hire of the School premises.

Use of the premises for activities such as staff meetings, parents meeting, Governing Body meetings and extra-curricular activities of pupils supervised by School staff, fall within the corporate life of

the School. Costs arising from these uses are therefore a legitimate charge against the School's delegated budget.

The Governing Body is responsible for determining the use of School premises and may apply whatever charges it thinks fit to those hiring the premises, provided the actual costs are covered, and impose such lettings terms and conditions as it sees fit, subject to the financial and other regulations of the London Borough of Islington ('the Council') and applicable law.

### **3. Charging rates and principles**

#### **3.1 Rates**

Various elements are taken into account in calculating a suitable charge that will cover costs incurred and allow a profit for the School. In setting charges the School investigates costs set by other local alternative providers to gauge the competitiveness of the proposed charge. It is within the School's discretion to allow certain organisations or activities to use the premises for a reduced rate, or free of charge if it supports the core aims of the School. If the School is not open for repair /maintenance work during holiday periods or weekends, a supplement will be levied on all categories of letting to cover the extra cost of caretaking/cleaning incurred by the School outside the standard School week.

#### **3.2 Cancellations**

We reserve the right to cancel any agreed hiring and 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 14 days notice. If less notice than this is given, the Hirer shall not be entitled to a refund.

### **4. Application process**

Applicants wishing to use the School premises may be asked to provide information on the use to be made of the facilities requested, including on the following matters:

- a. *Is the proposed function and the organisation involved compatible with the School?* e.g. any function for commercial or political purposes (see reference to elections below, section 5.e.), or a large social function.
- b. *Would the letting cause any nuisance or disturbance to the School's neighbours?* e.g. increased car parking in residential streets, noise nuisance from a social function. Consideration will be given to agreeing a time limit for the closing of functions, especially where the noise of people going home might cause disturbance to neighbours.
- c. *Do safety considerations apply depending on the nature of the function and any equipment that may be used?* e.g. martial arts classes should have an organiser that is accredited by the recognised national Body for the sport; or if any sound equipment is to be installed for a function, a properly qualified person should do this. Safety considerations may also apply for the numbers of people expected to attend.

- d. *Does the proposed function require a public entertainment's licence?* A licence is not usually necessary where a function is not open to the public i.e. where it is held for School students, former students, parents and friends, or for members of a club only. However, a licence is required for music, dancing, plays or films open to the public, whether or not an entrance fee is paid. Before a licence is issued the premises are inspected to make sure they are safe and have proper fire protection for the proposed function.

### **Other Considerations**

- a. The School kitchen is not let to external users and the School does not let the premises for parties or similar functions.
- b. Equipment: The School will consider whether School equipment can safely be made available and the use reflected in the charge. Gym equipment should not be used unless a suitably qualified or experienced instructor is available.
- c. Car boot sales:
- i. The School may wish to consider holding car boot sales run by, for example, the Parent's Association to raise School funds, or to let the School grounds to an outside organisation that holds such sales, for a fee. Planning permission is required if car boot sales are held on more than 14 occasions in a year. Potential damage to hard surfaces is taken into account.
  - ii. Following the Council's Trading Standards Service requirements, a register of names and addresses of all stall holders whether in trade or not will be kept with a note of the type of goods sold. If an outside organisation is running the sale, registrations of stall holders will be one of the hiring conditions.
- d. Car parking: School playgrounds are generally not constructed to be suitable for parking and damage may occur from the weight of vehicles or from oil spillage. In the Islington scheme of local management maintenance responsibilities, Schools are liable for all repairs to hard surfaces. Planning permission is required for such use on more than 28 occasions in a year.
- e. Elections: Candidates in Parliamentary and local elections may request use of School accommodation to hold election meetings during an election. The candidate may be charged only to cover the costs. Advice will be obtained from the Returning Officer.

Those wishing to hire the premises should fill in the hire request form (appendix 1) and confirm compliance with the terms and conditions of hire set out in section 5.

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 Head of School.

If the request is approved, we will contact the Hirer with details of how to submit payment which is made in full and upfront unless by prior agreement 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. We reserve the right to decline any applications at our absolute discretion.

## **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 licence 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 a copy of the relevant insurance certificate no less than 10 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 14 days notice will not be refunded.
13. Any cancellations made by the School 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 in which 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 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 terms of this 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.

## **6. Safeguarding**

The Schools and Governing Body are committed to safeguarding and promoting the welfare of children and young people. The responsibility for ensuring that safeguarding measures are in place for the duration of any hire rests with the Hirer rather than the School. Hirers providing services to children must have policies, procedures & DBS in place to ensure children's safety and these must be supplied to the School upon request. The School reserves the right to make enquiry into the Hirer's safeguarding policy and practice, and will require that the Hirer ensures a high standard of safeguarding and minimizes potential risks.

The Hirer must comply with the School's Safeguarding Policies (Available on the School's website) including British Values statements and policy and the PREVENT policy. By signing the hiring agreement, the Hirer confirms that the principles of democracy, rule of law, individual liberty and mutual respect and tolerance of those with different faiths and beliefs are upheld.

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 confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact the schools designated safeguarding lead or deputy safeguarding lead via the school office ([office@st-josephs.islington.sch.uk](mailto:office@st-josephs.islington.sch.uk) or 02072721270) or the Premises Manager, via the number provided at the time of letting, as soon as reasonably practicable.

## **7. Particulars**

1. Security of the Premises - Entrance to the School will be via the Main Office Entrance, which will be opened by the School at an agreed time. For security reasons, the School keys will not be available to the Hirer. It will be the responsibility of the Hirer to ensure that the School premises are secure during the time they are in use, i.e. ensure that the Main Entrance is locked when all members of the group are inside.
2. A Public Entertainments licence must be obtained for music, dancing, plays or films. For enquiries and advice related to licensing, please contact Islington Licensing direct. The Governing Body will decide whether alcohol can be served or sold and if confirmed /agreed the Hirer is responsible for ensuring an appropriate licence is obtained. Unconsumed liquor, bottles, cases, glasses and similar articles must be removed from the premises immediately after the function has ended.
3. The Hirer will be responsible for the proper use of the School facilities (specialist equipment is not generally available e.g. projectors, interactive whiteboards, ICT equipment, audio equipment, cookers etc., unless special arrangements have been made) and must take all reasonable precautions to ensure that there is no damage to the fabric of the buildings: furniture and fittings, or School equipment.
4. The Hirer will be responsible for making good any damage done to the premises and property.
5. Any precautions required to ensure the users safety when using equipment are the responsibility of the Hirer. This includes, for example, the provision of information and training in the use of the equipment.
6. In all cases, the Hirer must ensure that risks associated with the activity are properly controlled throughout the hire period and that the premises are returned to the control of the School in satisfactory condition.
7. All mains powered electrical equipment brought onto the premises must be safe and evidence may be required that it has a valid test and inspection certificate (the certificate should be less than one year old for earthed equipment, or less than 4 years old for double insulated equipment). Lower voltage equipment must also be safe and in good condition.
8. The Hirer is advised that they cannot rely on the School's risk assessments for any activities carried out during the letting and must complete their own risk assessments, a copy of which must be held by the School.
9. Hirers are responsible for acquainting themselves with the Fire and Safety regulations and relating to the area of the premises in use. These will be clearly displayed in each of the designated areas. It is the responsibility of the Hirer to provide first aid equipment and trained personnel. They must also carry out their own fire drills and organise their own fire procedure.
10. Fire exits must not be blocked or locked, nor should furniture, equipment, or other obstructions be placed in corridors during the hiring.



11. The Hirer must use only that area of the building hired and must observe any instructions given by the School concerning the area available. Any furniture or equipment moved by the Hirer should be returned to its original position at the end of each session.
12. Designated adult only and children only toilets are available and should be used accordingly.
13. The School reserves the right to have a representative present at any function/hiring to inspect the proceedings at any time, and to terminate any entertainment or meeting that is considered not to be properly conducted or liable to cause offence.
14. The Hirer will be responsible for ensuring that the group has adequate insurance appropriate to the activities organised.
15. The School reserves the right to levy an additional charge to cover any additional cleaning that may be required after an event, the cost of repair of damage to the School fabric or equipment, or the cost of replacement of any items of School equipment if uneconomical to repair as decided by the Governing Body
16. For security reasons, the Hirer will not have access to the School telephone. Hirers should consider acquiring a mobile telephone for use in an emergency.
17. Smoking is not permitted anywhere in the School building or grounds.
18. Animals, other than Guide Dogs, are not permitted anywhere on the School premises.
19. No combustible materials are to be used within the School, except with the express approval of the Governing Body.
20. In the event of an incident, fire or near miss:
  - a. The School must ensure that the School Incident Report forms are made available to the Hirer, who, in turn, must ensure one is completed correctly and that an investigation is undertaken.
  - b. A review of the risk assessment for the activity will be required. If the Hirer has produced a risk assessment then the Hirer is responsible for undertaking the review and informing the School of any findings that may be relevant.
  - c. Schools are NOT responsible for undertaking risk assessments for Hirer's activity(ies).
24. In the event of a fire:
  - a. The Hirer will call the Fire Service (if School staff are not present and supporting the activity).
  - b. All users will evacuate the building via the nearest fire exit and muster at the designated point.
  - c. Hirers /users must not re-enter the building until the all clear has been given. The Fire Service will give this information to Hirers and users.



## 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 policy. If you have any questions, please contact Louise Palmer via the office email – [office@st-josephs.islington.sch.uk](mailto:office@st-josephs.islington.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	
*Hirers providing services to children or who will come into contact with children must provide confirmation and details of the safeguarding and child protection arrangements you have in place.	

By signing below, I agree to the terms and conditions set out in the School's Premises Hire Policy.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

\*Note: If individuals are NOT engaging in regulated activity, the school will undertake a risk assessment and use their professional judgement and experience when deciding whether to request an enhanced DBS with barred list check. Under no circumstances should anybody in respect of whom no checks have been obtained be left unsupervised with children. Individuals who have frequent and intensive contact with children (frequent is once a week or more, intensive is four days a month or overnight) will be required to obtain an enhanced DBS disclosure with barred list check.

**Please return this form to [office@st-josephs.islington.sch.uk](mailto:office@st-josephs.islington.sch.uk) or to the School office. 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.**