

SHERBORNE AREA SCHOOLS TRUST



Premises Hire Policy



Sherborne Area Schools Trust

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1. Aims and scope

SAST aims to:

- Make sure that the Trust’s premises and facilities can be used, where appropriate, to support community or commercial organisations.
- Allow the hiring of the premises consistently, and practically, across the SAST estate.
- Charge for the use of the premises to cover the costs of hire and, where appropriate, raise additional funds for the Trust to reinvest in school improvement.
- When facilitating the use of Trust premises for the benefit of the community but where a fee is not charged then the same conditions will apply
- Not let any hiring out of the premises interfere with the Trust’s primary purpose of providing education to its pupils.
- Hire out facilities in a way that is safe, following government guidelines and the Trust’s risk assessments.
- Managing the hiring of premises for hirers who may sublet

2. Areas available for hire

2.1 Available areas

The areas available for hire will differ from school to school, depending on the facilities available. However, in general SAST will permit the hire of the following areas:

- Sports halls
- Libraries
- Classrooms
- Playing fields
- Astro turf pitches
- Multi-Use Games Areas
- Drama studios / Theatres
- Community spaces

2.2 Capacity and charging rates

All capacity numbers below will be subject to the latest government guidance.

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

Area	Capacity	Cost
Sports Hall	250 for a seated event 100 for other activities	£30 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, if it supports the core aims of the school.

SAST may decide to impose an additional cleaning fee on top of the hiring rates, depending on the type of activity that is taking place.

3.2 Cancellations

SAST reserves the right to cancel any agreed hiring with a minimum of 7 days' 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 7 days' notice. If less notice than this is given, the licensee shall not be entitled to a refund.

3.3 Review

Regular or repeated hires will be reviewed regularly at least annually, hire charges may change due to market pressures, such as utility cost increases.

The revenue raised from hiring out will be reinvested for the benefit of the pupils and SAST Head of Finance will take all appropriate measures to ensure that best value is achieved.

4. Application process

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 in section 5.

The hirer should fill out and sign the hire request form and submit it to the school office, with all supplementary documentation provided. Approval of requests under £5000.00 per annum will be determined by the SAST school, approval of requests over £5000.00 per annum will be determined by the SAST CFOO.

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. All bookings will require a deposit paid in advance, and all funds should be paid to the Trust electronically. We will also send on details of the emergency evacuation procedures, lockdown procedures (when hiring during school hours) and other relevant health and safety documents. The hirer will also need to provide proof of its public liability insurance and safeguarding requirements

We reserve the right to decline any applications at our absolute discretion, in particular where the organisation does not uphold the values of the Trust, reputational damage may occur, or the activity does not adhere to the latest government safety advice.

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 Trust 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 Trust by this licence.
4. The hirer shall not sub-licence any of the premises under the licence without the express permission of SAST, Head of Finance.
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 Trust 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 7 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 Trust 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 Trust made with at least 7 days' notice will be refunded.
14. Any cancellations by the hirer received with less than 7 days' notice will not be refunded.
15. The hirer will read the emergency evacuation procedures lockdown procedures and be ready to follow them in the event of a fire or other similar emergency.
16. 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.
17. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior written agreement from the Trust.
18. If the hirer breaches any of the terms and conditions the Trust reserves the right to terminate the licence and retain any fees already paid to the Trust, without affecting any other right or remedy available to the Trust under the licence or otherwise.

19. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
20. 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.
21. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running.
22. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
23. The Trust's premises hire policy, the relevant hire request form submitted by the hirer, and the relevant hire confirmation letter issued by the Trust shall apply to and are incorporated in the licence.
24. This licence shall be governed, construed, and interpreted in accordance with the laws of England and Wales.
25. The Trust 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.
26. If the hire takes place during school hours there will not be sharing of school toilets
27. The hirer will follow all the safeguarding requirements listed at Section 6 below

6. Safeguarding

SAST is dedicated to ensuring the safeguarding of its pupils at all times. It is a requirement of hire that hirers abide by both the Trust's and 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 and procedures in place, which are listed below and provide copies where required to the school.

- Effective safeguarding policy in place
- Staff Behaviour Policy (Code of Conduct)

The following requirements should also be in place and the hirer needs to provide assurance to the school they are in place

- Be aware of and have training on specific safeguarding issues (including online that can put a child at risk of harm)
- Have clear procedures on what to do if there are concerns about a staff member, volunteer or another adult who may pose a risk of harm to children
- Appoint a Designated Safeguarding Lead (DSL), who has undertaken safeguarding and child protection training
- Provide parents and carers with a named individual (DSL) who they can raise safeguarding concerns with alongside the numbers of the local authority children services helpline
- Ensure you know how to make a contact/referral to the local authority children services should you have a concern about a child or young person
- Ensure you know how to report any allegations of harm by a adult in your setting to the Local Authority Designated Officer (LADO) and know when it is appropriate
- If the activity is an event open to the public on a regular basis like a club and a DBS is required for leader/coach this will need to be shown to SAST as the hirer.

Should the hirer need to contact the LADO then they will also provide the school with this information as soon as possible.

Ref: Department of Education Keeping Children Safe in Education statutory guidance and Department of Education After Schools clubs, Community activities and Tuition Safeguarding Guidance 2023

7. Monitoring arrangements

SAST 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.

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 sections 2 and 5 of this policy.

Name of applicant/organisation and company number (where applicable)	
Applicants 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	
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	
Confirmation and details of the safeguarding and child protection arrangements you have in place	

Hirer to please provide SAST school the following documents;

Hirers public liability insurance certificate
 Health & safety documentation, including risk assessments
 Hirers safeguarding policy and arrangements
 Hirers Code of Conduct for staff and volunteers
 Enhanced DBS check numbers, where required

SAST to provide hirer the following documents;

Designated Safeguarding Lead (DSL) contact
 Safeguarding Policy
 Fire evacuation procedures
 Lockdown procedures

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 Mrs Natalie Adams at the school office - office@sherborneabbey.dorset.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.

Appendix 2: Confirmation of licence template letter

Dear Mrs Adams,

Thank you for submitting your hire request form to Sherborne Area Schools Trust.

We're pleased to say 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 in our hire policy.

Based on the length of time and area requested, the full amount for the hire will be [details to be confirmed for each hirer & will include specifics such as, an additional cleaning fee]. You can pay us by [Agreed payment method(s) and details will be stipulated here]. 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

We've attached the following documents:

- Health & Safety Policy
- Details of emergency evacuation procedures in the event of a fire/similar emergency
- Safeguarding Policy
- Staff Behaviour (Code of Conduct)

Please make sure you're familiar with these before the date of hire.

You can contact Mrs Adams with any questions about hiring the premises.

Kind regards,