Broadmayne First School and Nursery Premises Hire Policy and Letting Agreement

Approved by:	Governing Body	**Date:** June 2025
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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
- 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, within current legislation and following government guidelines

2. Areas available for hire

2.1 Available areas

The school will permit the hire of the following areas:

- School hall
- Classrooms
- Playing field
- Playground
- Woods
- Secret Garden
- Swimming pool

The type of activities allowed in these areas will depend on latest national and local government guidance on public health.

The staff toilets will be available for lettings of the Hall and should be left clean and tidy after each session.

Toilets are **not** included in the booking for the Playground and Playing field unless agreed previously with the hirer.

2.2 Capacity and charging rates

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

AREA	CAPACITY	COST
School hall	Dependent on hirer's activity and risk assessment.	£20 per hour
Classrooms	Dependent on hirer's activity and risk assessment.	£20 per hour
Playing fields	Dependent on hirer's activity and risk assessment.	£15 per hour
Playground	Dependent on hirer's activity and risk assessment.	£15 per hour
Woods	Dependent on hirer's activity and risk assessment.	£20 per hour
Secret Garden	Dependent on hirer's activity and risk assessment.	£15 per hour
Larger areas of the school (eg hall + classrooms + outside area)	Dependent on hirer's activity and risk assessment.	£100 per day
Swimming Pool	15	£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. If a hirer wishes to use several areas of the school, the school will negotiate an overall rate for this with the hirer.

We may decide to impose an additional cleaning fee on top of the hiring rates.

3.2 Cancellation

We reserve the right to cancel any agreed hiring with a minimum of 24 hours notice. We will always try to give at least 48 hours notice of cancellation, but this may not always be possible, for instance in the event of a catastrophic failure in facilities or closure of parts of the school due to a public health concern. If this circumstance should occur we will attempt to contact the hirer by telephone and email.

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 48 hours notice. Exceptions to this include if the hirer has to cancel a booking due to a local lockdown.

3.3 Review

The revenue raised from hiring out will be reviewed by the headteacher and the Finance Committee of the governing board, 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 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. 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 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 and any relevant risk assessments. The school requires payment in full at least 24 hours before the hire of the premises is due to take place.

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, 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 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, and any relevant risk assessments, as requested.
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 48 hours notice will be refunded.
14. Any cancellations by the hirer received with less than 48 hours 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.
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. Furniture and fittings must not be removed or interfered with in any way. No fittings or decorating of any kind necessitating the driving of nails or screws into fixtures forming part of the school fabric will be permitted. In the event of any damage to premises or property the school shall make it good and the Hirer shall pay the costs of such reparation.

18. The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify Broadmayne First School against all sums of money which the school may have to pay by reason of an infringement of copyright or performing right occurring during the period covered by this agreement.

19. Since the school is in a residential area, any noise/music level must be reasonable and not disturb the residents of the adjacent properties. If an event continues after 20:30, then the level of music/noise must be reduced. Please leave the school quietly, especially after an evening event.

20. The hirer will clean their own equipment brought onto the premises and clean the premises after use, paying particular attention to high touch areas.
21. 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
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 they are running.
26. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
27. The hirer and the individuals participating are responsible for adhering to any government guidelines relating to public health.

28. 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.
29. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
30. 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 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 extracurricular activities), we will ask for confirmation that the hirers have had the appropriate level of DBS check.

7. Monitoring arrangements

We will review and update this policy on a yearly basis, or whenever guidance changes.

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. If you have any questions, please contact Sally Foyle in the school office, on 01305 852471 or via email on office@broadmayne.dorset.sch.uk

Name of applicant/organisation and company number (where applicable)	Maddison Douch
Applicant contact details	Address: 3 St Martins Close, Broadmayne, DT2 8DG Phone no: 07983771276 Email address: maddisondouch@yahoo.co.uk
Preferred method of contact	phone - 07983771276
Purpose/activity of organisation	Singing lessons
Part of the premises requesting to be hired	Music room
Date and time of first hire	26th of February
Is this a recurring request, or one off? If recurring, indicate the frequency and number of occurrences (e.g. weekly, 10 weeks)	Every week except the 5th of March

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Number of expected participants in the activity **Please note:** these numbers must adhere to latest government guidance on social distancing	3-5
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	Small speaker, Mac book and a microphone

By signing below, I agree to the terms and conditions set out in the school's premises hire policy.

Name Maddison Douch_____ Date 20/02/26

Signature Maddison Douch_____

Please return this form via email to the school office at office@broadmayne.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.