



Premises Hire Policy

Policy version control

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Person Responsible: Chief Operating Officer

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1. Aims

We aim to:

- This policy covers all schools within the 5 Dimensions Trust ("Trust")
- Make sure our 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 for its pupils
- Hire out facilities in a way that is safe, following government guidelines and the school's risk assessment(s)
- Create a meaningful partnership with our wider community

2. Premises and facilities available for hire

5 Dimensions Trust will permit the hire of a variety of areas across our schools. For further information regarding the schools and their available spaces visit 5dimensionstrust.schoolhire.co.uk.

2.1. Capacity and charging rates

Further information regarding availability, capacity, size of space, and charging rates can be viewed by clicking the links listed in 2.1.

2.2. Leadership and Training Centre (LTC)

The LTC is located at Shenley Brook End School and will permit the hire of the following areas:

- Training room
- Breakout room

2.2.1. Capacity and charging rates at the LTC

Further information regarding availability, capacity, size of space, and charging rates can be reviewed on the [LTC website](#).

3. Charging rates and principles

3.1. Rates

The rates for hiring out different areas are listed as detailed in section 2. 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 5 Dimensions Trust.

Partner rates apply to our agreed partnered clubs where a long-term agreement has been made.

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

3.2. Members of staff seeking to make a one-off booking of school premises may be offered a discounted hire rate at the discretion of the Headteacher. **Cancellations**

We reserve the right to cancel any agreed hiring with a minimum of seven 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.

Partnered clubs agree to a NO CANCELLATIONS policy (no refund will be issued if the club elects not to use an agreed for facility). This will not apply to any other bookings the club makes outside of the long-term agreement.

The Hirer of the premises can cancel any hire with a minimum of 30 days' notice. If less notice than this is given, the licensee shall not be entitled to a refund.

4. Application process

Those wishing to hire the premises please follow the relevant school or venue link as detailed in section 2. At this link you will be directed how to submit a booking, information regarding payments and deposits, and the payment process.

All hirers must read the terms and conditions of hire set out in section 5.

Approval of the request will be determined by the designated person responsible for lettings at that school.

We reserve the right to decline any applications at our absolute discretion, where the organisation does not uphold the values of the school, or reputational damage may occur. No person under the age of 18 will be accepted as a hirer.

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 the cancellation of future hires without a 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, provide a copy of the relevant insurance certificate no less than 10 days before the start date of the licence.
10. The Hirer must adhere to the Trust's ICT Acceptable Use Policy which will be acknowledged by signing and returning Appendix.
11. 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.
12. The Hirer shall indemnify and keep indemnified the school from and against:
 - a. any damage to the premises or school equipment; and
 - 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
13. 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.
14. Any cancellations by the Hirer received with less than 30 days' notice will not be refunded.
15. Any cancellations by the school made with at least seven days' notice will be refunded. This does not apply to partnered clubs.
16. The Hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
17. Hirers should inspect the spaces they are using on arrival and report any defects/concerns to the member of the site team on duty. Any damage caused to the premises during the period of hire will be the Hirer's responsibility and the school will invoice the Hirer for any additional costs of damage that occurred.
18. 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.
19. If extensive cleaning is required because of the Hirer's use of the premises an additional charge will be payable.
20. 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.

21. The Hirer should ensure that any music played or provided at the premises, or noise levels from activities do not cause a nuisance within the school, or the surrounding residential community.
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 licenses 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 may not sell, provide or allow to be sold on the premises any food, refreshments or goods, without obtaining written consent and are required to comply with all relevant legislation and licensing requirements.
27. The Hirer shall ensure that no alcohol is brought, sold or consumed on the premises. No application shall be made by or on behalf of the Hirer seeking any licence or permission to sell alcohol at the premises.
28. The 5 Dimensions Trust operates a non-smoking/vaping policy on its premises.
29. The Hirer shall comply with all applicable laws and regulations relating to its use of the premises.
30. The Trust's premises hire policy, the relevant hire request form submitted by the Hirer and the relevant hire confirmation issued by the school shall apply to and are incorporated in the licence.
31. This licence shall be governed, construed, and interpreted in accordance with the laws of England and Wales.
32. The Trust, its schools and Hirer irremovably 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 Trust is dedicated to ensuring the safeguarding of its pupils at all times. It is a requirement of hire that hirers abide by the Trusts' requirements in respect of safeguarding. Any failure from the Hirer in this respect will result in the hire being terminated.

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 has read and understands the Department for Education's guidance on [after-school clubs, community activities and tuition](#) which sets out the safeguarding arrangements that providers must have in place.

The Hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact the designated member of the site team as soon as reasonably practicable.

The Hirer understands that if a school receives an allegation relating to an incident where an individual or organisation is using our school premises for running an activity for children, we will follow our usual safeguarding procedures and inform our local authority designated officer (LADO).

At the time of booking, safeguarding information and procedures will be reviewed to ensure that any changes to government legislation, guidance, or best practice have been incorporated, and users will be required to confirm that they have read and understood the current safeguarding requirements.

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 Board of Trustees.

Appendix A: Checklist of safeguarding arrangements

The 5 Dimensions Trust is committed to safeguarding and promoting the welfare of all our students, staff, and onsite visitors. As part of our safeguarding procedures, we ensure that all staff working, volunteering or those who hire our facilities across our schools/academies have appropriate practices in place.

As a provider, you and your staff and volunteers have a duty of care toward the children and young people who attend your provision. This means by law that you must take reasonable steps to ensure the safety of the children and young people and to protect them from harm.

	Document	Attached (✓)
1	Public liability insurance certificate (minimum £5,000,000)	
2	Safeguarding and child protection policy	
3	Provide a list of staff and volunteers who have had relevant pre-employment checks: • Disclosure and barring service (DBS) checks • Verification of identity • References • Right to work	
4	A fire safety and evacuation plan	
5	First aid certificate for the person responsible for first aid, and if relevant paediatric first aid training where children aged 5 and under are attending.	
6	A risk assessment to demonstrate an evaluation of the activities taking place.	
The above documents must be uploaded to the school relevant school bookings system		

Further information and guidance about safeguarding:

[Child Protection & safeguarding policy \(relevant to the school\)](#)

[After-school, clubs, community activities, and tuition: safeguarding guidance for providers](#)

[Safeguarding guidance for providers](#)

[A leaflet on keeping children safe in sports clubs, tuition and other extra-curricular activities and clubs](#)

[Posters for your setting](#)

