



POLICY STATEMENT

PREMISES HIRE

APPROVED BY GOVERNORS	September 2026
TO BE REVIEWED BY	September 2027

FAIRLANDS PRIMARY SCHOOL

PREMISES HIRE POLICY

1. Aims and scope

Fairlands Primary School, working as part of The Claxton Trust, aims to:

- Make sure our schools' premises and facilities can be used, where appropriate, to support community or commercial organisations, in accordance with the articles of association of the trust
- 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 trust's, and the school's, primary purpose of providing education to its pupils
- Hire out facilities in a way that is safe, following government guidelines and relevant risk assessments

2. Areas available for hire

2.1 Available areas

We will permit the hire of the following areas:

- Lower Hall
- Upper Hall, including Stage
- Classrooms
- Playing fields
- Multi-Use Games Area (MUGA)
- Dining Room (without Kitchen facilities)

2.2 Capacity and charging rates

All areas are routinely available for hire from 8.30am - 7pm each weekday.

Bookings after 7pm and at weekends will need to include exceptional arrangements for securing the premises at the end of the booking. This may include additional staffing costs and will be arranged with the hirer prior to the booking starting.

The capacity and rates for hiring each area are as follows.

Day rates are calculated at approximately 3.75 times the hourly rate.

AREA	CAPACITY	COST (£)
Lower Hall	172m.sq Maximum capacity seated on folding chairs: 150	Rate per hour: 25.00 Rate per day: 93.75
Upper Hall, including Stage	249m.sq Maximum capacity seated on folding chairs: 200 Stage, audio system & lighting rig	Rate per hour: 25.00 Rate per day: 93.75
Classrooms / Family Room	50m.sq Maximum capacity seated on folding chairs: 30	Rate per hour: 17.50 Rate per day: 65.00
Playing Fields	Please contact us for a site visit to establish whether we can accommodate your requirements.	Rate per hour: 20.00 Rate per day: 75.00
Multi-Use Games Area (MUGA)	Please contact us for a site visit to establish whether we can accommodate your requirements.	Rate per hour: 20.00 Rate per day: 75.00
Dining Room (without Kitchen facilities)	115m.sq Please contact us for a site visit to establish whether we can accommodate your requirements.	Rate per hour: 20.00 Rate per day: 75.00

3. Charging rates and principles

3.1 Rates

The rates for hiring out different areas are listed in the table in the section above.

The school or trust reserves the right to 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 or trust.

We may decide to impose an additional cleaning fee on top of the hiring rates if the premises are not left in a suitable condition.

3.2 Cancellations

The school reserves the right to cancel any agreed hiring with a minimum of 7 days' notice.

A full refund will be issued if the school does cancel a hire. Neither the school nor the trust shall 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 2 days' notice, otherwise the hirer will still be liable for the standard charges. In the event of a cancellation being made at the appropriate time, the school will credit the hirer for a free booking the following term, if applicable, or refund the fee if no further bookings are required.

3.3 Review

The revenue raised from hiring out will be reviewed by the local governing body and will be fed into the school's financial reporting to the trust, to ensure best value is being achieved.

4. Application process

Those wishing to hire the premises should contact the school office via finance@fairlands.herts.sch.uk to introduce themselves and arrange return of the hire request form (appendix 1).

General terms and conditions of hire are set out in section 5, although individual activities may require additional terms and conditions, which will be specified in the email confirming the booking.

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, the school will write to the hirer with details of how to submit payment and plan for the date and time in question. The school will also send on details of the emergency evacuation procedures and other relevant health and safety documents, including the safeguarding policy which the hirer must adhere to. The hirer will also need to provide proof of their public liability insurance.

The school reserves the right to decline any applications in its absolute discretion, including 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, and who confirms the booking via email.
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 trust against any liability, whether past or future, of the trust 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.
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 trust 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 trust, shall provide of copy of the relevant insurance certificate to the trust 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 trust in relation to the premises.
11. Alcoholic drinks must not be sold or consumed on the premises.
12. Smoking is not permitted anywhere in the school building or grounds.

13. Animals, other than guide dogs, are not permitted anywhere on the school premises as part of a letting.
14. The hirer shall indemnify and keep indemnified the trust from and against:
 - a. Any damage to the premises or trust equipment;
 - b. Any claim by any third party against the trust; 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
15. 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 trust by the hirer under the licence.
16. There are a variety of licences that may be required for distinct types of function. The onus is on the hirer to ensure which are necessary and must produce documentary evidence before the letting takes place. The hirer will indemnify the school and the trust against any action brought about by failure to obtain the necessary licences.

The following categories of letting may require a licence:

 - theatre licence
 - copyright/royalty licence
 - cinematography licence
 - music, singing, and dancing
17. Any cancellations by the hirer received with less than 2 days' notice will not be refunded.
18. Any cancellations by the school made with at least 7 days' notice will be refunded.
19. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
20. 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.
21. It will be agreed in advance which toilet facilities are to be used.
22. The hirer shall not display any advertisement, signage, banners, posters, or other such notices on the premises without the prior written agreement from the trust.
23. 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.
24. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
25. 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.
26. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running.

27. 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 four years old for double insulated equipment). Lower voltage equipment must also be safe and in good condition.
28. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
29. The 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.
30. This licence shall be governed, construed, and interpreted in accordance with the laws of England and Wales.
31. The trust and the hirer irrevocably agree that the courts of England and Wales shall have exclusive authority to settle any dispute or claim arising from this licence.

6. Safeguarding

Fairlands Primary School, and The Claxton Trust, are dedicated to always ensuring the safeguarding of pupils. It is a requirement of hire that hirers abide by the trust's 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.

All hirers will be given a template safeguarding policy, amended with information relevant to the hirer, which they will need to adopt whilst they are on our premises. The hirer should have other appropriate safeguarding policies in place, including health and safety, and must provide copies of these policies on request to the school.

The school will ask for confirmation that the hirers have had the appropriate safeguarding checks, including:

- Enhanced DBS checks
- Children's barred list check

The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall report these to the Robert Staples (Designated Senior Leader) via email head@fairlands.herts.sch.uk as soon as possible.

7. Complaints

Any complaints made against the school in relation to the booking will be dealt with using our normal complaints procedures which can be found on the school website.

Any complaints received by the school about the hirer will be communicated to the hirer promptly for them to deal with in line with their own complaints policy.

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

8. Monitoring arrangements

We will review and update this policy on an annual basis, in line with our normal policy monitoring schedule.

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.

Please return this form via email to finance@fairlands.herts.sch.uk at least two weeks before the booking and we will respond to let you know the outcome of your application.

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 (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	
Confirmation and details of the safeguarding and child protection arrangements you have in place	

Appendix 2: Confirmation of licence template letter

Subject: Confirmation of Licence for Third-Party Hirer at Fairlands Primary School

Dear [Company Contact Name]

Thank you for submitting your hire request form to us.

We're pleased to say the area you've requested is available 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 terms and conditions in the attached Premises Hire Policy.

In relation to your specific hiring, there are also these additional terms and conditions:

- [additional terms and conditions if there are any]

Based on the length of time and area requested, the full amount for the hire will be [insert amount] and where relevant, explain that this includes an additional cleaning fee].

We will send you an invoice for each hire monthly. You can pay us by bank transfer – the details will be included on the invoice. We request full payment of the fee within 28 days of the date of the invoice. VAT is not charged on lettings.

We need to ensure we meet our statutory safeguarding obligations under the Department for Education's guidance, *Keeping Children Safe in Education*. This requires us to verify that appropriate checks are in place for all individuals working on our school premises.

To comply with this guidance, we kindly request the following information:

- **Confirmation that you have obtained Enhanced DBS checks for all staff who may be on site at Fairlands Primary School.**
- **Confirmation that you have checked the Children's Barred List for all relevant staff.**

In addition, we require the following documentation:

- **A list of the full names of all staff members who may be sent to Fairlands Primary School.**
- **A copy of your current Public Liability Insurance certificate.**

I have attached the template Safeguarding Policy which you are required to adopt whilst you are on our premises. I have updated it to include key information, such as the name of your main contact for safeguarding matters.

- **Please confirm that you have adopted this Safeguarding Policy and that this has been read and understood by all relevant staff prior to them coming on site.**

This is an annual process. We will contact you each year to confirm that these checks and documents are up to date. If you are aware of any changes throughout the year, such as a change to the name of your DSL, please let us know.

You can contact finance@fairlands.herts.sch.uk with any questions about hiring the premises. Outside of school working hours, you can contact us on 07970 731154.

To confirm the booking, please respond to this email clearly stating that: *"I agree to the terms and conditions set out in the premises hire policy and the confirmation email."*

Please do not hesitate to contact me if you have any questions.

Yours sincerely,

[Your Name]