# Twin Oaks Premises hire policy

The school where everyone is valued and all succeed.

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|---|---|
| Governing Body with Responsibility | Resources |
| Agreed by Governors on | November 2025 |
| Chair's Signature | Gavin Kennedy |
| Staff Member Responsible for Review | SBM |
| Date for Review | November 2027 |

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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
- 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)
- The School building is still the property of the Local Authority but the governors have delegated responsibility and a legal duty of care with regard to implementing proper health and safety, security arrangements in line with the Health and safety at work act 1974 and ensuring proper financial procedures are in line with regulations laid down by Local authority and financial conduct authority.
- Administration and control of the School's lettings is undertaken by the School Business Manager and Premises Manager in conjunction with the Headteacher on behalf of the Governors.

## 2. Areas available for hire

### 2.1 Available areas

The school will permit the hire of the following areas:

- School Hall
- Board Room
- Classrooms
- MUGA

### 2.2 Capacity and charging rates

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

| AREA | CAPACITY |
|---|---|
| School Hall | 228M$^{2-}$ Maximum 150 |
| Board Room | 37.5M$^{2-}$ Comfortably can seat 14 around a large Board room table. |
| Classrooms | Typically, 55M$^{2}$ |
| MUGA | 777M$^{2-}$ Big enough for adult 5-A-Side |

# 3. Charging rates and principles

## 3.1 Rates

The rates for hiring out different areas are listed in the document School Premises Hire Charges. 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.

We may decide to impose an additional cleaning fee on top of the hiring rates and will charge for time overruns (£40 per half an hour).

A returnable deposit will be charged to confirm the booking and acts as an indemnity against damage which may be done to the premises and also to ensure that the time limit of the hire is not exceeded.

## 3.2 Cancellations

We reserve the right to cancel any agreed hiring at any time prior to the date of the letting without payment of compensation but a full refund will be issued. The school will try to limit any cancelations however the facilities maybe needed in connection with the school's statutory duties and outside of their control.

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 school may at its discretion retain up to 25% of the full hire charge.

## 3.3 Review

The revenue raised from hiring out will be reviewed by the School Business Manager 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 and 2 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 School Business Manager (SBM).

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 on details of the emergency evacuation procedures and other relevant health and safety documents. The hirer will also need to provide proof of its public liability insurance.

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 or reputational damage may occur.

The deposit must be paid to confirm the booking and the hiring charge must be paid at least a week before the booking. One hour will be added to the booking to allow for set up and clearing up of the premises.

# 5. Terms and conditions of hire

**Acceptance of Conditions**
The hiring of premises is permitted only on the terms and conditions outlined in the following terms and conditions of hire. Acceptance of the hire agreement is deemed to be acceptance of these terms and conditions. All Hirers are provided with a copy of these terms and conditions which must be retained for reference.

**Compliance with Conditions**
The Hirer (the representative of the body to whom the hire is granted) is responsible for compliance with these terms and conditions. Any change to the person responsible for the hire should be agreed with the School Business Manager in writing before the period 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 must be at least 18 years of age.
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 license 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 (minimum £2m) 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.
10. If the hirer is an individual who does not have public liability insurance then they can can 'buy into' Lewisham's insurance cover for 'one off' events such as a birthday party or a wedding reception. The school will provide details to the hirer.
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;
    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 school will be refunded.
15. Any cancellations by the hirer received with less than 14 days' notice the school may at its discretion retain up to 25% of the full hire charge.
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. 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.
18. The school decide to impose an additional cleaning fee on top of the hiring rates and will charge for time overruns (£40 per half an hour).
19. 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 School Business Manager (SBM). The hirer will need to book an additional half an hour each side of the booking for setting up and clearing away.
20. School equipment can only be used if requested on the Hire Request Form and its use must be supervised and returned safely. The Hirer is responsible for any damage, loss or theft of school equipment.
21. Smoking, vaping and alcohol are not permitted on the school premises including the outside areas.
22. The hirer and their visitors must not cause a nuisance to both other users of the school and the school's neighbours. Any such behaviour will result in the immediate cancellation of the booking with no refund and the cancellation of any future bookings.
23. The hirer will clean tidy up after themselves and either take all rubbish away or agree with the school premises manager where it can be left.
24. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior written agreement from the school.
25. 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.
26. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.

27. 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.
28. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running.
29. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
30. The school's premises hire policy, the relevant hire request form submitted by the hirer and the relevant declaration of hire confirmation letter 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 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.
33. Safeguarding. It is a requirement of hire that hirers abide by the schools' requirements in respect of safeguarding. Any failure from the hirer in this respect will result in the hire being terminated. 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. It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space. The hirer should contact the school if appropriate on any safeguarding matters.

## Appendix 1: Hire request form

Name of Hirer/Organisation……

Address ……

……...

Post code…….....  Telephone number…….

Email Address ……..…….

Purpose of letting:……

Number of persons attending……..……..……..

Age of attendees ……...……

**Date of Hire** …….

**Time of Hire** (an extra half an hour each side will be added to the booking for payment):

Start…….……...(am/pm)-Finish……...……..….(am/pm)

**Repeat Lettings:**

| | |
|---|---|
| Weekly ☐ | Bi-Monthly ☐ |
| Termly ☐ | Monthly ☐ |
| Quarterly ☐ | Half Yearly ☐ |
| Annually ☐ | |

**Accommodation required at Premises please tick in box:**

| | |
|---|---|
| Hall ☐ MUGA Pitch ☐ Board Room ☐ | |
| Tables ☐<br>Number of Tables Required:<br>……..<br>Chairs ☐ No of chairs …… | Classroom: ☐<br>Number of Classrooms Required:<br>……..<br>(Only available in School closure periods) |
| Equipment needed…….. | |
| **Total cost of Letting:** £_____ | |

## Appendix 2: Declaration of hire agreement

I have read and accept the Terms and Conditions of Hire (as per the schools premises hire policy) and that they control the hire by me of the premises as described on the Hire Request Form.

Date……..

Name of applicant ……

Address

……

……

Post code…… Telephone Number……..

I declare that I am 18 years of age and that the letting(s) will be under adult supervision throughout.

Signed on behalf of Organisation (where applicable)……

Please return this application form to the Schools office. Once the School Business Manager has agreed to the use of hire, they will contact you to confirm if the application is successful and an invoice will be sent.

**School to Complete**

Deposit paid on return of application form: Yes/ No

Deposit Received: (Date)_____Receipt Number: _____

Name of Premises Staff available to assist use of hire:

……

Has the appropriate safeguarding and insurance documentation been received……..

School representative signed ..... (Premises Manager)

Date…….

School representative signed ..... (SBM)

Date…….

Booking is not confirmed until receipt of the refundable deposit

Appendix Three- Lewisham insurance application form

# INSURANCE FOR HIRING SCHOOLS, COUNCIL BUILDINGS & OPEN SPACES

## Details of School/Building/Open Space

Name & Address of School/Building/Open Space : ……

Twin Oaks Primary School, Scawen Road, London SE8 5AE

Telephone Number : …0208 692 4321……..

Contact Name : ……Kirsty Pearce, School Business Manager……..

## Details of Hirer

Name of Hirer : …….

Address of Hirer : …….

……..

Telephone Number : ……Email……

Purpose of Hire : …….

Date of Hire : …… Duration of Hire : …….

I confirm that I do not have the appropriate liability insurance cover for the event for which I am hiring the School and I wish to be included in the Council's insurance for the period of the hire.

**Signature of Hirer : …….. Print Name : ……..**

**Date : ……..**

**This Section to be completed by School or Council Officer**

Confirmation of acceptance

**Signature of Officer: …… Print Name : ……..**

**Position Held : …….. Date : ……..**

**ONCE COMPLETED PLEASE EMAIL THIS FORM TO mark.woodley@lewisham.gov.uk**