

Hiring Agreement Policy Lettings Terms & Conditions

St Ambrose Barlow Catholic Primary School



St. Ambrose Barlow
Catholic Primary School

Approved by:
Jon Clinton
Headteacher

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Chair of Governors:
Oonagh Pickering

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1. Aims

- All lettings and hire agreements are subject to, and must comply with, the requirements of the Catholic Diocese and its Trustees (as owners of the school premises), including the Diocesan Trust Deed and any diocesan policies or directions issued from time to time. These requirements are binding on the school and on all hirers.
- Ensure the school's premises and facilities are available, where appropriate, to support community and commercial organisations.
- Permit hire of the premises without using the school's delegated budget to subsidise this.
- Set hire charges that cover the full cost of use and, where appropriate, generate additional income for the school.
- Ensure that any hire of the premises does not interfere with the school's primary purpose of providing education to its pupils.

2. Areas available for hire

2.1 Available areas

The school will permit the hire of the following areas:

Area 1 – The main hall and toilet block (KS2 toilets)

Area 2 – The playground and toilet block (KS1 toilets)

2.2 Capacity and charging rates

For health, safety and fire-regulation purposes, the maximum capacity for each area of the premises must never exceed the legal limits set out in the school's fire risk assessment and any other statutory guidance. These limits apply to all lettings and are binding on hirers and their guests. The school reserves the right to refuse or terminate a booking if the number of attendees is, or appears likely to be, above the permitted capacity.

3. Charging rates and principles

3.1 Rates

The standard rates for the hire of school facilities are set out below. These rates are reviewed annually by Local Governing Body and may be amended at the school's discretion.

Unless otherwise agreed in writing, payment in full is required in advance of the booking date. The school reserves the right to cancel any booking where payment has not been received by the stated deadline.

The usual rates for hiring facilities at St Ambrose Barlow Catholic Primary School are:

Playground – £10 per hour

School Hall – £10 per hour

Different rates may apply for regular block bookings, charitable organisations or community groups, at the school's discretion, provided that all lettings continue to cover costs and comply with this policy.

3.2 Cancellations

The Governing Body may cancel without notice any letting/hire for which payment has not been received. This may be a single event or, for multiple lettings, the first in the series for which payment has not been received.

The letting may be cancelled by the Hirer, provided that in each circumstance at least one month's notice is given. Cancellations made less than one month before the event date will be charged in full.

For bookings made on a regular basis, i.e. at least ten bookings per term, the following notice period will be required for 'one off' cancellations: Over 72 hours, no cancellation charge, 48 – 72 hours, 50% charge and less than 48 hours, 100% charge.

The Governing Body may cancel a letting/hire giving 5 days' notice. In such circumstances any deposit or other payment received for the cancelled event will be refunded. In exceptional circumstances where the requirements of a school activity necessitate the cancellation of an event with less than 5 days' notice the Governing Body may at its sole discretion offer an alternative date to hire or issue a full refund.

The Governing Body will not accept any responsibility for any loss, or other expenses however incurred by the Hirer, in the event of a cancellation by the Governing Body of the letting as a result of circumstances beyond its control (including, without prejudice to the generality of the same, industrial action by its employees, or others inclement weather, Pandemic, failure of electricity/gas supply, health and safety issues relating to factors beyond the control of the Governing Body,). The decision of the Governing Body as to whether a letting should be cancelled shall be binding on the Hirer. Notification of any cancellation shall be by email.

Where the premises are not left in their original condition the Hirer will be responsible for paying any costs associated with full re-instatement.

3.3 Review

The revenue raised from hiring out will be reviewed by the CFO 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 must complete the Premises Hire Request Form (see Appendix 1) and read the Terms and Conditions of Hire set out in Section 5 of this policy.

If the request is approved, St Ambrose Barlow Catholic Primary School will contact the hirer to confirm the booking, explain how to make payment, and finalise the date and time of the hire. St Ambrose Barlow Catholic Primary School will also provide the hirer with details of emergency evacuation procedures and any other relevant health and safety information.

The hirer must provide evidence of Public Liability insurance with a minimum cover of £5,000,000. Where the hire involves contact with children or young people under the age of 18, the hirer must provide appropriate Enhanced DBS documentation for relevant personnel; please refer to Section 6 – Safeguarding for further details.

The school reserves the right to decline any application at its absolute discretion, particularly where the proposed activity or organisation does not uphold the values of the school, or where there is a risk of reputational damage.

5. Safeguarding

The school is committed to ensuring the safeguarding and welfare of its pupils at all times. When the premises are hired out, it is the Hirer's responsibility to ensure that appropriate safeguarding measures are in place for the duration of the hire.

Where a letting involves contact with children or young people under the age of 18, the Hirer is responsible for ensuring, and being able to demonstrate on request, that they comply with the Disclosure and Barring Service (DBS) Code of Practice.

Safeguarding responsibilities of the Hirer

- The Hirer shall ensure that all individuals working with children and young people under 18 as part of the hiring arrangement have received appropriate and up-to-date safeguarding training.
- The Hirer will notify the school of the named Designated Safeguarding Lead (DSL) (or equivalent) for the activity, including their contact details, prior to the start of the hire period.
- The Hirer specifically undertakes to ensure that all of its staff, contractors and volunteers providing or offering a service on behalf of the Hirer are subject to a valid enhanced DBS check, including, where appropriate, a check against the children's barred list and/or adults' barred list, in line with statutory requirements and relevant safeguarding guidance.
- Where the hire involves work with children or young people, the Hirer must comply with the school's Child Protection and Safeguarding Policy and with current statutory guidance, including Keeping Children Safe in Education, as well as any diocesan safeguarding requirements notified to them.

Where DBS checks are required, the Hirer must keep appropriate records for all relevant adults in accordance with the DBS Code of Practice, and must report to the Headteacher any safeguarding concerns which may arise during the period of hire. A copy of the enhanced DBS certificate/registration details for the event organiser will be requested for lettings involving children under the age of 18

By signing below, I agree to the Hiring Agreement Policy and the Terms and Conditions set out in the school's Hiring Agreement Policy

Name _____

Signature _____

Date _____

Appendix 1: Hire request form & Emergency Plan and Risk Assessment

Before filling out a request form, please familiarise yourself with our terms and conditions for the hire of our premises and the Hiring Agreement Policy. Please return this form via email to enquiry@sab.bham.sch.uk or to the school office (841 Shirley Road, Hall Green, Birmingham, B28 9JJ) marking it for the attention of the Office Manager. St Ambrose Barlow Catholic Primary School 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.

Name of applicant/organisation and company number (where applicable)	
Applicant contact details	Address: Phone no: Email address:
Preferred method of contact	
Purpose/activity of organisation	
Part of the premises requesting to be hired	
If when you are hiring the premises children are participating please state here	
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	

Emergency plan and risk assessment for person hiring or holding an event		
As the responsible person for the event/function, etc. you have legal duties with regards to the safety of those persons assisting or attending the event. Please read and follow this.		
The fire alarm sound is		
This is how the fire alarm is activated:		
This is what you must do when discovering a fire:		
This is how the evacuation of the premises must be carried out:		
This is where the people you are responsible for must assemble when they have left the premises:		
This is what you must do when the fire brigade arrive:		
This is who you must inform of the situation as soon as possible after you have dealt with the emergency services: Name(s): _____ Contact details: _____		
This is the limit on the numbers of people you may have on the premises:		
This what to do if you smell gas:		
This is where the electrical isolation switch is:		
This is what you should do if the people you are responsible for require first aid:		
Before and during your use of our premises we require you to:		
<ul style="list-style-type: none"> <input type="checkbox"/> Check that the Premises are safe and suitable for your intended use <input type="checkbox"/> If your event is for or will include children, check that there are the necessary additional safeguards in place because of the increased risks associated with children at play <input type="checkbox"/> Nominate a responsible person to oversee safety for the event who knows our procedures <input type="checkbox"/> Have in place effective stewarding arrangements to suit the event <input type="checkbox"/> Have in place effective evacuation plans for the safe evacuation of all of your guests <input type="checkbox"/> Tell guests at the start of the event about the fire procedures and fire precautions <input type="checkbox"/> Ensure that all food hygiene/ food safety regulations are complied with in relation to any food served <input type="checkbox"/> Ensure all security devices, doors, gates and padlocks are properly secured when leaving the premises and that no security systems are tampered with 	<ul style="list-style-type: none"> <input type="checkbox"/> Check that all the exits are clear of obstructions and combustibles <input type="checkbox"/> Ensure the maximum occupancy level is not exceeded <input type="checkbox"/> Ensure that the fire fighting and emergency lighting equipment is not obstructed <input type="checkbox"/> Ensure that all equipment (whether it belongs to you or is hired) brought into the Premises is safe and if electrical is PAT tested. The Trustees accept no liability for any equipment brought in. <input type="checkbox"/> Notify us of any accidents hazards or damage which occur during your use of the Premises <input type="checkbox"/> Comply with any licensing requirements (e.g. in relation to alcohol, entertainment, cinema screenings, copyright and performing rights etc.) <input type="checkbox"/> Arrange appropriate public liability insurance and where appropriate employer's liability insurance <input type="checkbox"/> Evidence a safeguarding policy for children and or vulnerable adults 	
Signature of Headteacher	Print name	Date
Signature of Hirer	Print name	Date

Appendix 2: 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. No partnership or employment. Nothing in this license is intended to, or shall be deemed to, create any partnership, joint venture, or relationship of employer and employee between the school and the Hirer, nor authorise either party to make or enter into any commitments for or on behalf of the other.
3. 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.
4. 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 license.
5. The hirer shall not sub-license any of the premises under the license.
6. The hirer shall not use the premises for any purpose other than that agreed upon in the license, as set out in the hire request form.
7. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the license.
8. The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.
9. 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 and must take out its own public liability insurance with a reputable insurer approved by the school and, where requested by the school, shall provide of copy of the relevant insurance certificate no less than 10 days before the start date of the license.
10. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached. Health & Safety Risk Assessments are required by the school. The School will not accept responsibility for loss or damage to the Hirers equipment.
11. The Hirer shall be responsible for carrying out his/her obligations under the Health and Safety Act 1974 not only in respect of his/her own employees, but also in respect of employees of the School and members of the public
12. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
13. It is the responsibility of the hirer to make their own first aid arrangements, such as the provision of a first aid kit, and the provision of first aid training for supervising personnel. There is no legal requirement for the school to provide first aid facilities and use of the school's resources is not permitted. All accidents/incidents are to be reported to St Ambrose Barlow Catholic Primary School staff – either the site manager or the office manager.
14. 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.
15. All those involved in delivering of coaching/instructions should be qualified as recognised by the relevant Governing Body for the sport. All coaching staff/instructors should be appropriately insured in relation to their coaching sport as recommended by the Governing Body for the sport.

Should the hirer be found in breach of any of the above conditions, the hire agreement will be terminated

16. The Hirer shall indemnify and keep indemnified the school from and against:
 - A. Any damage to the premises or school equipment caused by the Hirer or by any participants, guests or other attendees of the Hirer;
 - B. Any claim by any third party (including, without limitation, any participant, guest attendee of the Hirer) 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 this licence, or any act or omission of the Hirer, or of any person allowed by the Hirer to enter or use the premises.

The school accepts no responsibility for any damage to, or loss or theft of, the Hirer's or any participant's, guest's or attendee's property, equipment or effects while on the premises. The Hirer is responsible for arranging any insurance they consider necessary

17. Any cancellations by the hirer please refer to section 3.2.
18. Any cancellations made by the school please refer to section 3.2
19. Limitation of liability - Save that nothing in this license shall exclude or limit either party's liability for death or personal injury arising from its negligence, or for any other liability that cannot be excluded or limited by law. The school shall not be liable to the Hirer or to any participants, guests or other attendees of the Hirer for any loss of profit, loss of business, or any indirect or consequential loss or damage of any kind. In any event, the school's total aggregate liability to the Hirer and to all such participants, guests and attendees together arising under or in connection with this license (whether in contract, tort, negligence or otherwise) shall not exceed the total fees paid or payable by the Hirer to the school under this license.
20. Events beyond the school's control (force majeure)
The school shall not be liable to the Hirer for any delay, loss or failure to perform its obligations under this license where such delay, loss or failure results from events or circumstances beyond the school's reasonable control (including, without limitation, extreme weather, industrial action, public health restrictions, utility failures, failure of third-party suppliers, or emergency closure of the premises). In such circumstances, the school may, at its discretion, offer to rearrange the booking or refund part of the hire fee, but shall have no further liability to the Hirer
21. 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. The hirer will not bring any electronic equipment onto the premises without prior agreement from the school. If it is agreed, then documentation of PAT testing must be provided. Any equipment required for the booking will be agreed in the Booking Facility application, additional equipment may be charged for the usage, all equipment shall be removed and stored correctly ready for the next group/session
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 school. The hirer shall not take photographs or film on school site, the hirer will be responsible to ensure participants in their activities/classes etc. do not take photographs or film on site.
23. If the hirer breaches any of the terms and conditions the school reserves the right to terminate the license and retain any fees already paid to the school, without affecting any other right or remedy available to the school under the license or otherwise.
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 shall comply with all applicable laws and regulations relating to its use of the premises.
26. 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 license.
27. This license shall be governed, construed and interpreted in accordance with the laws of England and Wales.
28. 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 license.
29. No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises
30. Smoking/Vaping is not permitted on any of the school premises. This includes all of the school grounds
31. Nuisance/Disturbance Hirers and organisers of events in or at the school premises are responsible for ensuring that the noise level of their functions does not interfere with the other activities within the building nor to cause inconvenience for the occupiers of nearby houses or property. The Hirer must comply with the school's arrangements for disposal of any rubbish or waste materials.
32. Except in the case of trained guide-dogs for the blind and hearing dogs for the deaf, animals shall not be permitted anywhere on the school premises.
33. No food and drink may be prepared or consumed on the property without the direct permission of the Headteacher in line with current food hygiene regulations. Where food is served the Hirer will be asked to provide food preparation certificates for the relevant personnel.
34. Third-party providers If the Hirer engages any third-party provider (e.g. coaches, instructors, caterers, entertainers, security, etc.), they do so entirely at their own risk. Such third parties are not agents of the school, and the school accepts no responsibility or liability for their acts or omissions
35. No goods or equipment should be left or stored on the premises without express permission from the school in writing. The school accepts no responsibility for items left on the premises
36. The Governing Body cannot accept responsibility for damage to, or the loss or theft of, Hirer's or their participants property and effects. It is the responsibility of the Hirer to make his/her own insurance arrangements if required.
37. Furniture or fittings shall not be removed or interfered with in any way. Nor shall they be re-arranged except by prior agreement and will be subject to reinstatement at end of each session of use.
38. Nothing shall be done on, or in relation to, the premises in contravention of the law relating to betting, gaming and lotteries, and the persons or organisations responsible for functions held in the premises shall ensure that the requirements of the relevant legislation are strictly observed
39. The hirer shall ensure that the premises are vacated promptly at the end of the hiring session. The hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult.
40. The Hirer is responsible for providing sufficient adults to supervise the parking and traffic movement of vehicles on site. Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the School. In particular, the Hirer must ensure that access to the school by emergency vehicles is not obstructed or delayed. Users of the school should avoid undue noise on arrival and departure.

41. Parking - Where parking on the school site is permitted, this is offered strictly at the vehicle owner's risk. The school accepts no responsibility or liability for any loss of, or damage to, vehicles (including bicycles and motorcycles) or their contents while they are parked on, or in transit within, the school premises
42. The Hirer shall comply with any rules and regulations which the Governing Body shall make from time to time.
43. Any complaints arising from a hiring agreement will be dealt with using the school's complaints procedure, a copy of which is available from the school website.
44. Guest access to the school's Wi-Fi or any other network services will not be provided without the prior approval of Central IT Services. Where such access is granted, the Hirer and all users must comply with the school's acceptable use and online safety policies.
45. No IT equipment or devices other than the school's own equipment may be connected to, or used on, the school site (including on the school network or with school display systems) without the prior approval of the Central IT Department. The school reserves the right to refuse or withdraw IT access at any time where there are concerns about security, safeguarding or inappropriate use.
46. Entire agreement and reliance This licence (including the school's premises hire policy, the hire request form and the hire confirmation letter) constitutes the entire agreement between the parties in relation to the hire of the premises. The Hirer acknowledges that they have not relied on any statement, promise, assurance or representation made or given on behalf of the school which is not set out in these documents. Nothing in this clause shall limit or exclude liability for fraud.
47. Diocesan requirements. The Hirer acknowledges that the premises form part of a Catholic school and are held on trust by the Catholic Diocesan Trustees. All lettings are therefore subject to, and must comply with, any requirements, directions or policies of the Diocese and its Trustees. The school may terminate the licence immediately if, in its reasonable opinion, the activity or conduct of the Hirer conflicts with these requirements or the Catholic ethos of the school or Diocese policy, directives etc. In such circumstances, the school shall have no liability to the Hirer other than, at its discretion, refunding any hire fees paid for sessions not yet taken place.
48. Each party shall comply with its obligations under data protection legislation (including the UK GDPR and Data Protection Act 2018). The school will process personal data in accordance with its Data Protection Policy and Privacy Notice. The Hirer is responsible for ensuring that any personal data it processes in connection with the hire (for example, participant information) is collected and used lawfully.