



# FRAMINGHAM EARL HIGH SCHOOL

## Lettings Policy

Review: Autumn 2019  
Next Review: Autumn 2020

### 1. Aims

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 students.

### 2. Areas available for hire

The School will permit the hire of the following areas:

- Sports hall
- School hall
- Dance studio
- Gymnasium
- Astro pitch
- 11a side football pitch
- 9 or 7 a side football pitch
- Rugby pitch
- Sports Centre classroom
- School classrooms
- Music room

### 3. Charging rates and principles

#### 3.1 Rates

The rates for hiring out different areas are available from the Sports Centre website at <https://fecsc.schoolhire.co.uk>.

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.

#### 3.2 Cancellations

We reserve the right to cancel any agreed hiring with a minimum of 7 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.

The hirer of the premises can cancel any hire with a minimum of 7 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 should book through the Schoolhire system, which is accessed from the Sports Centre website. Terms and conditions apply.

Applications will not be accepted from anyone under the age of 18. In the case of any dispute, final approval of the request will be determined by the Headteacher. Details of the emergency evacuation procedures and other relevant health and safety information are provided. The hirer will also need to provide proof of their public liability insurance and, where necessary, DBS certification.

The Headteacher reserves the right to decline any applications at their absolute discretion.

## **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.

- 5.1 "Hirer" means the person or entity identified in the relevant hire request form.
- 5.2 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.
- 5.3 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.
- 5.4 The hirer shall not sub-licence any of the premises under the licence.
- 5.5 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.
- 5.6 Any additional uses of the premises not agreed in writing by the School will result in the immediate termination of the licence.
- 5.7 The school shall retain control, possession and management of the premises and the hirer has no right to exclude the School from the premises.
- 5.8 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 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 licence.
- 5.9 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.
- 5.10 The hirer shall indemnify and keep indemnified the school from and against:
  - 5.10.1 any damage to the premises or school equipment;
  - 5.10.2 any claim by any third party against the school; and
  - 5.10.3 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.
- 5.11 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.
- 5.12 Any cancellations by the hirer received with less than 7 days' notice will not be refunded.
- 5.13 Any cancellations by the school made with at least 7 days' notice will be refunded.

- 5.14 The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
- 5.15 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.
- 5.16 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.
- 5.17 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.
- 5.18 The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
- 5.19 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.
- 5.20 The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running.
- 5.21 The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
- 5.22 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.
- 5.23 This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
- 5.24 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 students 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 students, for example if the hire occurs during school hours, or when students may be present in the School (during after school clubs or extra-curricular activities), hirers must have the appropriate level of DBS check and training to the satisfaction of the School's Designated Safeguarding Lead. If this is not provided or undertaken, the Headteacher reserves the right to refuse the letting.