"Unlocking the Future"

TKAT Premises Hire Policy

Policy Level and Description:	2	TKAT Statutory Policy Guidance SCHOOL POLICIES WILL INCLUDE CERTAIN CORE TEXT WITH SCHOOL-SPECIFIC ADDITIONS ALL Schools require a policy on this topic/area. All local governing bodies will follow and have due regard to this model when drafting their local policy.	
Reviewed by: ***(Trust Officer)***	Amanda Snow COO	**Reviewed by:** ***(School representative)***	(name, role)
Approved by: ***(Trust Committee/Trust Board)***	Premises	**Approved by:** ***(LGB/LGB Committee)***	
Trust approval date: ***(dd/mm/yyyy)***	26/02/2026	**LGB/LGB Committee approval date:** ***(dd/mm/yyyy)***	
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Version	DATE	DESCRIPTION
1	February 2025	New policy
2	February 2026	Policy in line with The Key template policy

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We are a family of distinctive schools at the heart of the diverse communities we serve. In line with our Christian ethos, we aspire to excellent learning and pastoral care for pupils and staff and are committed to being open and welcoming to all.

MANDATORY TRUST POLICY
All schools must adopt this policy. This policy is approved centrally and binding on the LGB's from the date of Board approval. The policy must be displayed on the school's website.

All schools should update Appendix 4 for their local circumstances.

Aims

It is agreed by the Trust that the school premises or part thereof may be hired out in order to maximise the use of the school for security and economic reasons. Use of the school premises during these hours by local/community groups will also increase goodwill and promote good links with the local community and social cohesion.

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 pupils

1 Areas available to hire

School Hall

Classrooms

Playing Fields

Swimming Pool

(Please add any other areas applicable to your school premises)

2 Categories of Lettings

1. Commercial
2. Trust Lettings: Youth and Community
3. Activities of benefit to the school
4. School association or individuals at the school's discretion

2.1 Commercial Lettings

Commercial lettings should be profit-making ventures with the school making an amount of income over and above any expenditure/costs involved in hiring out part(s) or all of the school.

2.2 Trust Lettings

These are lettings where it has been defined by the Trust that charges will be levied at the actual cost involved to hire the school or part of it for that particular period. Such lettings include:

Youth and Community / Further Education

Trust/LA required use, e.g. elections

2.3 PTA Lettings

The Local Governing Body reserves the right to waive charges in certain circumstances for PTA use. Whilst every effort will be made to accommodate these groups this will not be to the detriment of regular hirers or previously arranged bookings.

2.4 Other Groups or Individuals

These lettings may fall into any of the above categories depending on the nature of the event. For non-profit making and charitable functions the actual cost rate will be used. One off rates will be calculated by the Headteacher.

3. Roles and Responsibilities

3.1 The Local Governing Body, with advice from the Headteacher/Head of School, will balance the desire to generate income against the desire to support "worthy" groups within the community, agree the criteria to be used when deciding which groups are to be allowed to use the premises and consider requests for bookings against those criteria.

- Take a positive approach to enhancing learning opportunities for the whole school community through promoting community use of the school
- Ensure that use by external organisations does not degrade the standards of the facilities to the extent that they are no longer suitable for use by pupils
- Consider issues of political balance
- Consider the implications of all requests received for the health, safety and security of pupils and staff
- Consider the implications for workload of all staff of any decisions made

3.2 The Headteacher/Head of School will:

- Establish a central booking system

- Apply the criteria agreed by the governing body and consult with them on requests for bookings which do not meet these criteria, or where there is a potential conflict of interest
- Make arrangements for monitoring and evaluation
- Report back to the Local Governing Body at each LGB through the Finance and Audit, Pay, Personnel and Premises (FAPPP) Committee
- Decide on whether to accept or decline all bookings
- Give priority to all school and PTA events
- Arrange a site tour with a map to show safety in the grounds
- Make the Hirer aware of the relevant school policies including Safeguarding

4. Premises Hire Charges

The charge for lettings shall cover the cost of caretaking/security, heat and light, wear and tear, and administration. An extra charge should be levied when there is likely to be extra cleaning needed, if any additional equipment is required, or if the letting is likely to run over the agreed time. A deposit should be paid in advance for one off bookings. The type of user and proposed function will determine the level of charges (see appendix 4 for a guide to current charges).

VAT is payable based on VAT regulations.

Charges for school lettings will be reviewed annually to take effect 1 September.

All formal hiring of the school's premises, including those for which no charge is made, shall be properly documented. All hirers must complete a booking form (see appendix 1) and sign their agreement to the conditions of hire (see appendix 2).

A confirmation letter template of a hirers booking is set out in appendix 3.

The Local Governing Body reserves the right to waive any charges at its discretion, but in doing so not relinquish the right to enforce the terms of any lettings agreement.

5. Insurance

All users must carry sufficient public liability insurance (currently £5m). Hirers must provide evidence of insurance prior to the event or alternatively hirers will be charged an additional 10.5% of the hire charge (minimum charge of £2.65), for Third Party Insurance to be covered within the school's public liability cover. All damage must be charged to the hirer.

Hirers must have policies and procedures in place to ensure the safety of themselves and others and must carry out appropriate risk assessments, which must be supplied to the school on request.

The school reserves the right to request a hirer to carry out a more detailed risk assessment activity at the hirer's cost and/or to comply with any reasonable risk assessment activity requested by the school in relation to any letting.

Every letting shall be organised and supervised by a responsible adult.

6. School Representative

The school will nominate a person/approved security service provider as the school's representative during lettings. Hirers should liaise with the Operations Manager/School Business Manager when requesting the letting concerning specific requirements such as setting out chairs, equipment etc which may be charged for in addition to the premises hire charge in appendix 4.

The school representative has authority to take any necessary action to protect the school's interests during sessions.

7. Smoking

The school operates a non-smoking policy. Anyone attending will not be allowed to smoke or inhale e-cigarettes within the confines of the school site, which includes all playground and parking areas within the school boundary.

8. Movement of Furniture and Equipment

Hirers are responsible for ensuring that all furniture and equipment is returned to its original place and that all rubbish is placed in the bins provided. Any need to move furniture or equipment must be agreed prior to the letting.

9. Termination of Lettings

The school reserves the right to terminate any letting or cancel a future booking if the conduct of those attending is not of an acceptable standard or inappropriate use is made of the facilities.

All initial enquiries regarding the use of the school will be dealt with by the Operations Manager/School Business Manager in consultation with the Head of School and others as appropriate. If in doubt as to whether the school should be hired out, agreement must come from the Local Governing Body representative which in this case would be the FAPPP Committee Chair. The committee should be consulted about proposed lettings to religious or political groups. FAPPP has the right to refuse to hire out the school premises.

Regular bookings will take priority over any one-off hire requests.

Lettings should not exclude the school's own use of the premises.

No letting should be to the detriment of the curriculum.

10. Cancellations

We reserve the right to cancel any agreed hiring with a minimum of 3 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.

11. Safeguarding

TKAT is dedicated to ensuring the safeguarding of its pupils at all times. It is a requirement of hire that hirers abide by TKATs 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.

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), the school 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 confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact DSL/Operations Manager/School Business Manager as soon as reasonably practicable.

The hirer understands that if the school or trust receives an 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).

12. Policy Awareness

This policy should be read in conjunction with the hire agreement and booking form, as well as TKAT policies on Equality Diversity and Inclusion, Safeguarding and Child Protection, Health & Safety, Duty to prevent Sexual harassment and Code of Conduct.

Appendix 1 – Booking 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. If you have any questions, please contact the Operations Manager.

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	
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	

By signing below, I agree to the terms and conditions set out in the school's premises hire policy.

Name _____ Date _____

Signature _____

Please return this form via email to operations@SCHOOL.wokingham.sch.uk. We 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 share.

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. 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 license.
4. The hirer shall not sub-license any of the premises under the license.
5. 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.
6. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the license.
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 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.
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.
10. 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 license or any act or omission of the hirer or any person allowed by the hirer to enter the premises
11. Save that nothing in the license 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 license.
12. Any cancellations by the hirer received with less than 7 days' notice will not be refunded.
13. Any cancellations by the school made with at least 3 days' notice will be refunded.

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.
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.
16. The hirer shall be responsible for ensuring all those in attendance have left the premises at the end of the agreed hire period.
17. 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.
18. 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.
19. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
20. 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.
21. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running.
22. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
23. 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.
24. This license shall be governed, construed and interpreted in accordance with the laws of England and Wales.
25. 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.

Appendix 3: Confirmation of licence template letter

Dear [contact name]

Thank you for submitting your hire request form to us.

We're pleased to say the area you've requested is free 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 [enclosed terms and conditions/terms and conditions already provided to you].

Based on the length of time and area requested, the full amount for the hire will be [insert amount]. You can pay us by [insert payment method(s) and details here]. We request full payment of the fee by [insert date]. We'll also require you to submit to us proof of your public liability insurance.

If there is any other paperwork you require to see when someone hires the premises, add it to the above paragraph.

We've provided with this confirmation details of emergency evacuation procedures in the event of a fire/similar emergency. Please make sure you're familiar with these before the date of hire.

If there are any other documents you want to submit and make sure the hirer is familiar with, add them to the above paragraph.

You can contact [named contact and details] with any questions about hiring the premises.

You may wish to have an additional 'out of hours' contact/contact details for when the hire is happening if the person is hiring the premises outside of school hours, unless you plan to have a member of staff on site to provide support with any issues.

Kind regards,

[staff member]

Appendix 4 – Premises Hire Charges

CHARGES PER HOUR FOR AREA 1 (please amend for each school lettings venue, prices suggested for AY2024/2025)

LETTINGS	**CAPACITY of AREA**	**BEFORE 6PM**	**AFTER 6PM & SATURDAYS**
1. Commercial, e.g. Music Groups		£68	£72
2. Youth & Community, e.g. Brownies & Guides		£28	£28
3. Activities of particular benefit to this school, e.g. French lessons		£18	£18
4. School Association fundraising		NIL	NIL

The use of additional classrooms during a letting could be charged at a minimum rate of £18 per classroom.

Hire of the kitchen incurs additional costs as a member of the kitchen staff must be present whilst it is in use.