



Policy for Lettings

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Signed..... Role.....

Ownership: FGB

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Rationale

Under the Extended Schools initiative, the Secretary of State has asked governing bodies to ensure that school facilities are available to the community served by the school, subject to the school's own requirements and to any directions given by the Local Authority.

Stockbridge Primary & Pre-School occupies a prime site within the village and has many facilities which may be attractive to the wider community such as the amphitheatre, school field, school hall and outdoor Early Years play area.

Consideration of applications for Letting purposes

Stockbridge Primary & Pre-School will consider applications for the use of the school facilities that will further any purpose for the benefit of pupils at the school, their families and people who live and work in the local community. The School will seek to accommodate such requests wherever practicable, and subject to the school's own requirements.

Special consideration will be given to any arrangement whereby the third party is operating on a commercial basis ie as a small business. Agreements for this type of let may need to be formalised through a Transfer of Control Agreement, Licence or Lease Agreement and HCC's legal practice and estates practice departments will need to be consulted.

Decision to let

As the committee with the overall responsibility for the building and grounds, health and safety and financial interests of the school, the Development Committee will, in the first instance, consider all applications. This will enable the group to consider the property, legal and financial issues of each application.

Their recommendation to approve or deny the request will then be made to the Full Governing Body. In light of this decision, the Headteacher will then communicate with the necessary applicant to notify them of the decision and subsequently ensure that the lettings policy, relevant legal documentation and health and safety protocol is followed as set out below.

Safeguarding and Child Protection

It is expected that all groups letting any part of the school site will have their own Child Protection Policy, our School policy should accompany any letting request. Each adult who will come into contact with young people or vulnerable adults as a coach, teacher or group leader must have a relevant DBS declaration AND relevant coaching certificates/qualifications where appropriate. As part of the lettings process, we will need to see copies of the DBS declarations for each adult connected with your group who will be working with young people or vulnerable adults. We will also need to see copies of qualifications. Without these, we are unable to accept any booking from any group working with young people or vulnerable adults.

The headteacher is responsible for ensuring that the person(s) running the activity is both technically competent to run the activity and suitable to be responsible for children, including DBS checks as appropriate. A copy will be kept on file of any qualifications, references etc.

Insurance

Whilst the school has its own insurance, we require any group operating on our site to have appropriate insurance in order to cover public liability and any activities you will run from/on our site. A copy of your group's insurance details is essential to any letting. We are unable to accept a booking from any group without a copy of these insurance details.

Administrative procedure

The administrative procedure for such lettings will follow those set out in Section 23 (*Lettings and services to the community*) of the Hampshire County Council's *Local Management of Schools – Manual of Financial Practice and Procedure (MFPP)*, and within the legal framework summarised in Chapter 19 of the *Guide to the Law for School Governors* (DfES 2004).

Charging for hire

Any charges made for letting will be in accordance with appendix 23C of the aforementioned manual (Appendix A to this policy). Income from hire charges should aim to at least cover the School's costs, this includes any charges incurred for caretaker time. Charges may vary to reflect

differences in costs incurred by the School at different times of day or different facilities being used. Charges may be set to generate a surplus of income from any private or commercial use as opposed to voluntary organisations.

It is possible that the hire charges for some lets may be waived dependent on the decision of the development committee. This will usually only be in circumstances which provide a direct benefit to the children of Stockbridge eg. PTA events or Children's Centre lets. If the fee is waived, a hire agreement will still need to be entered into for insurance purposes.

Catering facilities

The ownership and responsibility for the school catering facilities at Stockbridge Primary & Pre-School (kitchen and server area in hall) remains with the County Catering Officer and the hiring of the kitchen premises is not therefore covered by the above arrangements – separate procedures exist and can be found in *Chapter 34 – School Catering Services* of the aforementioned MFPP.

VAT and hire charges

With the exception of purpose-built sports facilities, VAT does **not** have to be added to the hire charges for the use of rooms and halls (including the use of chairs and tables) **unless** the school provides equipment to support the activity, such as sound systems, projectors, computers etc. See Appendix B for HCC summary document relating to VAT charges and the VAT exemption form.

Procedure for arranging a hire

1. The hirer requests a hire agreement form (Appendix C) along with a copy of the conditions of hire (Appendix D), a summary of the County Council's insurance policy for community use (Appendix E) and the lettings policy.
2. The hirer completes and signs a hire agreement form. The signature is deemed to be acceptance of the hire conditions and will need to be signed even if the hire is for free. Then return it to the Headteacher. The hirer must, at this point, provide evidence of their own insurance to cover themselves against claims for personal injury or damage to/loss of property or any negligent act by persons running the activity, their servants or agents whilst on school premises.
3. The Headteacher gathers evidence of the hirers insurance, hire agreement form and takes these to the Development Committee.
4. Development Committee make the decision on whether to hire the premises based on information provided.
5. Development Committee recommends decision to the FGB.
6. Headteacher notifies hirer of outcome.
7. If hire request is agreed, the Headteacher will request a risk assessment from the hirer for their activity **at least 2 weeks** prior to the event. This applies whether the booking is chargeable or not.

Cancelling a hire

Stockbridge Primary & Pre-School reserves the right to cancel any hire without notice although every effort should be made to give reasonable notice of cancellation and, wherever possible, alternative facilities should be offered. The hirer should give at least 2 weeks written notice of cancellation unless circumstances do not allow this e.g. wet weather.

If cancelled by the School, no charge will be applicable. If cancelled by the hirer, the School's governing body retains the right to decide what charges may still be made and the period of written notice of cancellation.

Access & Security

The safety and security of the site is paramount. Stockbridge Primary & Pre-School has many access points and in order to use facilities such as toilets or staff kitchen, people will need to have access through the front door of the school to the building.

Use of equipment

If any School equipment is damaged during the hire, the hirer will normally be asked to meet the costs of the repair or replacement. Accidental damage may be covered by Hampshire County Council's insurance for community use but the hirer must pay the excess associated with any claim.

Stepladders and ladders should only be used following thorough risk assessment in conjunction with the work place risk assessor (the headteacher in this case).

When outdoor facilities are used for fetes etc., the hirer is responsible for cleaning any litter and ensuring any equipment either belonging to the school or themselves is not left out of sheds or the building. The site should be returned to it's normal condition at the end of the event by the hirer. A charge will be imposed if the hirer fails to clean up to an acceptable standard and this may also be levied against those who have hired the site for free.

Where the hirer is providing electrical equipment (lighting etc) all electrical items must be PAT tested.

Appendix A

Framework for hire charges

HOURLY CHARGES 1 April 2020– 31 March 2021 (VAT is not included – see note (c) overleaf)	LEVEL 1 Local community groups composed of children under 18, the elderly or people with registered disabilities and registered youth groups	LEVEL 2 Other community groups
	Monday to Saturday (see note (a) below)	
Minimum hourly charge when no concurrent user (outside normal schools hours)	£7.98	£20.00
1. Daytime use by playgroups, parent and toddler groups (where no lease agreement in place with HCC)	£5.00 per session	
2. Holiday play scheme	£5.00 per session	
3. Room, or small hall (up to one badminton court size)	£5.00	£10.00
4. Hall, or sports hall (up to two/three badminton courts)	N/A	N/A
5. Sports hall (four or more badminton courts)	N/A	N/A
6. Swimming pool (unheated)	N/A	N/A
7. Swimming pool (heated)	N/A	N/A
8. Hard area, netball, tennis court, cricket net	£3.00	£6.00
9. Large hard area, cricket pitch, general playing field	£5.00	£10.00
10. Football/hockey pitch	£5.00	£15.40

NOTES

- a) For sole use on Sundays, please double the level 1 lettings charge given above.
- b) The above charges do not include VAT. For general hires of rooms, school halls etc. VAT is not charged, unless the school is asked to provide any equipment such as sound systems, OHPs, computers etc (tables and chairs can be used without the need to add VAT).
- c) VAT must also be added to the charges for use of purpose-built sports facilities (unless used for non-sporting activity).
- d) VAT may be exempted under HM Revenue and Customs rules if the hirer qualifies as an eligible organisation and pre-books for ten occasions or more. Apply to the school.
- e) These charges apply to use by voluntary community organisations. Charges for commercial use or for private functions will be determined separately.

Appendix B

VAT section from Section 23 (*Lettings and services to the community*) of the Hampshire County Council's *Local Management of Schools – Manual of financial Practice and Procedure*

3 VAT AND HIRE CHARGES

Note: For more detailed information and guidance, it is important to refer to the County Treasurer's [VAT manual](#).

- 3.1 With the exception of purpose-built sports facilities, VAT does **not** have to be added to the hire charges for the use of rooms and halls (including the use of chairs and tables) **unless** the school provides equipment to support the activity, such as sound systems, projectors, computers etc.
- 3.2 VAT is not payable for the use of sports facilities for purposes other than sport eg. a public meeting or jumble sale in the sports hall.
- 3.3 VAT should always be charged for the use of sports facilities for a sporting activity **unless** certain conditions set by HM Revenue and Customs are met. Sport activities can be exempted from VAT if the hirer qualifies as an “eligible body” and pre-books a series of occasions when the facilities will be used, as detailed below.
- 3.4 In order to qualify for VAT exempt treatment as an ‘eligible body’, the hirer must:
 - be a school, sports club or sports association, or an organisation representing affiliated sports clubs or constituent associations and
 - be non-profit making or
 - have in its constitution restrictions preventing the distribution of any profits accept to other non-profit making bodies or on winding up, and
 - not have any paid officers or paid connected officers.
- 3.5 No other organisation or group is eligible for exemption. Schools must obtain and retain on file written confirmation that the group claiming exemption under the ‘series of lets’ rules is affiliated to a sports league or association qualifying as an ‘eligible body’.
- 3.6 If they qualify as an eligible body then under the series of lets rules, the booking must be for a series of 10 or more occasions with exclusive use of the same facility for the same activity. The lets must not be closer than 24 hours or more than 14 days apart.
- 3.7 **NB** If the hirer cancels a let, then unless the remaining lets in the series are sufficient to conform to the rules, the whole series will revert back to being standard rated and VAT will have to be charged to them for the whole series. This would also apply if the school breaks the series of lets by making the facility unavailable, in which case the school would have to collect the VAT retrospectively on occasions when the facilities have already been used.
- 3.8 The only occasion when the series will not be broken would be by an unforeseen circumstance such as a football pitch being damaged by vandals or flooded.
- 3.9 It is recommended the VAT exempt form HEF11(a) is completed by the hirer each term. See Appendix 23A. These forms should be filed with the completed hire agreement (lettings form). The rules applying to VAT exemption are strictly enforced by HM Revenue and Customs.

VAT exemption form (HEFI I(a))

HAMPSHIRE COUNTY COUNCIL – HIRE OF EDUCATION FACILITIES

FORM: HEFI I(a)

SERIES OF LETTINGS OF SPORTS HALLS, SWIMMING POOLS AND OTHER SPORTS FACILITIES:

If you qualify for VAT exemption would you kindly complete, sign and return the pro forma below, and you will be charged according to the VAT-exempt scale set out on the current charge schedule.

PLEASE READ THE NOTES OVERLEAF BEFORE COMPLETING THE FORM.

In consideration of being charged the VAT-exempt scale of charges the

(Name of organisation) _____

hereby agrees to pay in full for the following series of bookings, that is to say for the hire of

_____ (facilities)

at _____ School

on the following dates:

_____	_____
_____	_____
_____	_____
_____	_____

I certify that the organisation I represent does comply with the eligibility criteria for VAT exemption as described overleaf and that I attach the constitution or articles/memorandum of association as requested. I understand that cancellation of any part of this booking may result in VAT becoming chargeable in the circumstances described overleaf.

Signed: _____ Date of signing: _____

Name: _____ (BLOCK CAPITALS)

Address: _____

Telephone no: _____

Please complete and return this form to the school hiring the facilities.

NOTES:

It is important to note that not all hirers are entitled to VAT exemption under the series of lettings rules.

To qualify for exemption, **all** of the following conditions must be met:

- **The hirer must be a school, club or association, or an organisation representing affiliated clubs or constituent associations (such as a league).** “Schools” are organisations providing statutory education under Education Acts. “Clubs and associations” must:
 - be non-profit making; or have in their constitution restrictions preventing the distribution of any profits (except to other non-profit making bodies or on winding up),
 - not have any paid officers or paid connected officers, and
 - provide a copy of their articles/memorandum of association or constitution proving that they comply with the criteria. A letter from the organisation stating that they are eligible will not on its own be accepted by HM Revenue and Customs.
- **A minimum of 10 lets must be booked, the interval between each being not less than one day and not more than 14 days.** There is no extension to this limit to take account of school holidays, public holidays, etc.
- **Each let must be for the same activity carried on at the same place.** A different pitch, court or lane at the same sports ground or premises would count as “the same place”.
- **Payment must be made by reference to the whole series and is evidenced by this written agreement.** Although payment does not have to be made in advance, all lets booked must be paid for, regardless of whether the hirer makes use of the facilities.
- **The hirer must have exclusive use of the facilities.**

Failure to meet any condition will result in Hirer becoming liable to pay VAT in respect of all of the lettings within the series, on issue of a VAT invoice by the School.

Cancellation

In the event that the facility is not available for use on a scheduled date because of an unforeseen circumstance such as vandalism or poor weather, no payment is required for the cancelled session and entitlement to VAT exemption for the series is unaffected..

If one or more scheduled lets are cancelled by either the Hirer or the School for any other reason, the Hirer must still pay for the scheduled lets in order to maintain VAT exemption for the series of lets. Failure to do so may incur a cancellation charge, as well as making the Hirer liable to pay VAT on the entire series of lets.

Appendix C



Application for the hire of facilities at Stockbridge Primary & Pre-School

The application should be sent to the school and should normally be made at least 21 days before hiring is required.

Name and address of applicant _____

(to whom correspondence can be sent) _____

Telephone number _____ Postcode _____

Name of organisation and position within organisation (if applicable)

Facilities required

Amphitheatre School hall EYFS outdoors Playground

School field Other facilities (specify)

Purpose of hire _____ Do you wish to provide bar facilities? YES / NO

Apart from organisers, is the proposed hire exclusively for:

Young persons under 18 or members of a registered youth group YES / NO Older persons group or adult with disabilities YES / NO

Date(s) required _____ Time from _____ to _____

Declaration

- 1 I have read and accept the school's conditions of hire, and agreed to abide by these and any special conditions communicated to me.
- 2 I agree to indemnify the County Council against any accidents or damage to County Council property or injury to persons which may be incurred as a result of the hiring unless caused by the negligence or breach of statutory duty of the County Council. I understand that the County Council have taken out a policy of insurance, brief details of which have been supplied to me, which provides an indemnity for my legal liability for accidents, damage and injury.
- 3 I enclose a copy or copies of appropriate qualifications held by the person(s) running the activities (where appropriate) in support of this application, a copy of their DBS check and other documentation linking to their suitability to work with children.
- 4 I have read the School's child protection policy and have shared this with any staff/volunteers that are supporting our letting.
- 4 I accept that an additional charge may be made in respect of damage caused to the building or school property through negligence or wilful intent.
- 5 I understand that there will be a minimum charge unless there is a concurrent hirer.
- 6 I agree to the payment conditions.
- 7 I am over 18.

Signed _____ Name in full _____ Date _____

This section will be returned to you as confirmation or otherwise of the letting. It is **not an invoice.**

Name _____

Address _____

Approval is given/not given to your application to hire _____ (facilities)
at _____ School on _____

The charge will be £ _____# starting at _____ hours and finishing at _____ hours,
unless the minimum charge applies or the period of letting exceeded. An invoice for the actual charge
will be issued **after** the hire. #*Subject to re-check.*

Appendix D

Conditions of hire for issuing to the hirer Stockbridge Primary & Pre-School

1 In these conditions:

‘School’ means the school identified at the head of this document. ‘County Council’ means Hampshire County Council.

2 Acceptance of conditions

The hiring of accommodation/facilities/premises is permitted only on the conditions outlined in the following regulations. Acceptance of the hire agreement is deemed to be acceptance of these conditions.

3 Compliance with conditions

The Hirer (the person or body to whom the hire is granted) shall be responsible for compliance with these conditions.

4 Applications

Applications for the hire of premises should normally be made at least three weeks in advance (21 days). In general, reservations will not be accepted for dates more than twelve months in advance, except for special events such as those needing extensive preparations.

5 The Hirer shall satisfy themselves that the facilities to be hired are suitable for their purposes.

6 The use of the premises must not interfere with the proper working of the School or impair its efficiency. In particular the Hirer acknowledges that it will not have exclusive use of the site.

7 Grass sports pitches and hard court (playground) multi-use games areas

- (i) These facilities should be used for their intended purposes only ie. participation in formal and informal play and sport unless otherwise agreed on the hire agreement form eg. playground for school fetes.
- (ii) The grass sports pitches and hard court multi-use games areas shall be hired, together with access to the staff toilet at the School. The Hirer shall not have any access to any other parts of the School.
- (iii) The grass sports pitch shall be marked out for that sport and the hard court multi-use games area may have indicative markings for sports like netball, basketball, tennis and small-sided football. No additional marks shall be made to the sports pitch or hard court areas by the hirer.
- (iv) The grass sports pitches shall have a limited playing capacity. The School reserves the right to restrict use of the grass sports pitch to protect it during inclement weather; when damaged or under repair; when waterlogged; or to fit in with the School curriculum or School demands.
- (v) Litter must be removed from the facility at the end of the hire session.

8 School equipment

No use may be made of apparatus such as stage fittings, pianos etc., without specific permission.

9 Fabric and fittings

The fabric and fittings (including electrical installations) and contents of the premises shall not be interfered with in any way. No treatment shall be given to prepare a floor for dancing. Only authorised persons shall use steps or ladders following a risk assessment carried out with the work place risk assessor. No nails or screws shall be driven into the walls, floors, ceilings, furniture or fittings, and no placards shall be affixed to any part of the premises. The School's furniture (other than chairs in the hired accommodation) and equipment shall not be moved except by prior arrangements. Official exit ways must be kept clear at all times. Any alteration or addition to the School's lighting or electrical heating systems is strictly forbidden, except with the written consent of the headteacher. Consent may be subject to conditions, which the Hirer will be required to observe. The Hirer shall, at the end of the hire period, leave the accommodation in a reasonable tidy condition, at least the same as they found it, all equipment being returned to the correct place of storage.

10 The Hirer is responsible for the safe guarding and safe keeping of all items belonging to the Hirer, its guests/delegates or third parties engaged by it. The School accepts no responsibility for such items.

11 Storage

Storage facilities cannot usually be provided. When Hirers are permitted to leave equipment on the premises, they do so entirely at their own risk.

12 Hirer's property

Furniture and apparatus required may be brought on to the premises at the Hirer's own risk. Hirers shall not bring on to the premises, without the prior consent of the governors, any article of an inflammable or explosive nature, nor any article producing an offensive smell, nor any other substance, apparatus, or article of a dangerous nature.

13 The Hirer shall indemnify the establishment and Hampshire County Council against all claims for damages, compensation and/or costs in respect of:

- (i) bodily injury or illness to Third Parties, and/or
- (ii) damage to Third Party property caused by or arising out of or being incidental to the Hirer's use of the premises.

14 The Hirer shall be responsible for loss or damage to the establishments premises and contents therein the property of Hampshire County Council.

15 The Hirer shall effect adequate insurance in respect of the liabilities and the loss or damage referred to respectively in Conditions 15 & 16 above. (See the Annexe to this section for explanatory notes on insurance).

16 Refusal of hire

The governors may refuse an application to hire the premises if:

- a) The premises are required by the School.
- b) There has been any damage to the property, or breach of these conditions during previous use of the premises by the hirer.
- c) For any other reason the governors deem it necessary or expedient to refuse the application.

No compensation shall be payable by the governors by reason of such a decision.

17 Cancellation by the governors

The School reserve the right to cancel any hiring without notice if:

- (i) the accommodation will, due to circumstances outside their control, be unavailable for the hire period or
- (ii) the Hirer has failed to disclose material information concerning the proposed hiring, or
- (iii) there are reasonable grounds to conclude that the Conditions of Hire may be breached to a material extent.

In the event of (i), all hiring fees will be refunded to the Hirer, but the School shall have no further liability to the Hirer. In the event of (ii) and (iii), any refund of hiring fees shall be at the discretion of the School.

Apart from exceptional circumstances, the governors will give at least two weeks' notice to the Hirer, should it become necessary to cancel or postpone a letting.

18 Cancellation by the Hirer

The Hirer must give at least two weeks' notice of cancellation to the headteacher, acting for the governors. If any shorter period of notice is given, the governors reserve the right to pass on to the hirer any costs unavoidably incurred or to impose a cancellation charge.

19 Payment of charges

The Hirer shall pay the hiring fees, including any deposit, at the rates and times set out in the attached Schedule.

- 20 (i) The Hirer acknowledges that in the event that the Hirer cancels the hiring there will be a cancellation fee payable as set out in the attached Schedule and any refund of monies already paid will be at the discretion of the School.
- (ii) All hire charges must be paid within one month of the invoice being issued. This invoice will be issued at the end of each month for all the hires that have taken place in that month.
- (iii) The School reserve the right, on proper notification, to invoice the Hirer for any charges arising from excessive cleaning time incurred as a result of the Hirer failing to leave the accommodation in a reasonable condition, or for repair of the premises or equipment damaged by the Hirer, or resulting from the Hirer failing to vacate the premises by the time stipulated in the hire form.
- (iv) The Hirer shall, if so demanded, pay at the time of booking a refundable deposit to be held by the governors against costs unavoidably incurred as the result of insufficient notice of cancellation of booking, any damage caused by the Hirer, or additional cleaning required as a result of the premises not being left in a reasonably tidy condition. The proportion of the deposit to be retained will be decided by the governors and their decision will be final. Use of school meals facilities and equipment is subject to County Council conditions and a deposit of £100 is required.

21 Statutory requirements

- (i) All statutory requirements, including those relating to health and safety and public entertainments, must be strictly fulfilled by the Hirer. Film, music, dancing, indoor sporting events and stage events may be considered to be regulated entertainment and, as such, are licensable activities which require authorisation from the local licensing authority. For all regulated entertainment, it is the Hirer's responsibility to inform the local Licensing Authority and obtain the appropriate licence. This applies if tickets are to be sold at the door or advertised to the public, but also if tickets are offered to friends and neighbours or even if admission is free and open to all.
- (ii) No musical works in the repertoire of the Performing Rights Society may be performed in public on the premises unless the Hirer has obtained the permission of the society. No copyright material may be delivered or performed unless the consent of the owners of the copyright has been obtained by the Hirer. The Hirer must indemnify the school and the County Council against any action for breach of copyright.

22 Attendance and behaviour

- (i) The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approved.
- (ii) The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated. The Hirer shall at all times provide an adequate number of supervisors for any activity and those supervisors shall be present throughout the hiring period. The Hirer shall be liable for damage caused by unruly or inappropriate behaviour.
- (iii) It is the Hirer's responsibility to ensure that all those attending are made aware of their responsibilities, and the County Council's and Hirer's insurance arrangements.

23 The School reserves the right to exclude individuals or companies that it considers undesirable or inappropriate. The headteacher reserves the right to require a representative to be in attendance for the preservation of good order and safety and to recover from the Hirer any additional expenses incurred as a result of this condition. If the headteacher's representative considers the behaviour of the Hirer, its guest/delegates or third party contractors to be unreasonable, then the representative may cancel and/or terminate the event with immediate effect and the School shall not be obliged to refund any part of the Hire charge.

24 Alcohol

In no circumstances shall alcoholic drinks be available at any function without prior written consent of the governors. Permission will be granted only in exceptional circumstances. Applications must be made in writing at the time the Hirer applies for the use of the premises. If permission is granted for alcoholic drinks to be sold it will be the responsibility of the Hirer to ensure that a Temporary Event Licence is obtained from the local Licensing Authority. The Hirer agrees to comply with all conditions and limitations attached to the Temporary Events Notice he obtains.

25 The School reserves the right to require sight of a Temporary Event Notice prior to the letting.

26 Gambling

The premises may not be used for games of chance, other than bingo, unless specific permission has been granted by the governors.

27 Emergency evacuation procedures

Hirers shall familiarise themselves with the fire precautions in force on the premises and with the means of evacuation in the event of a fire, bomb warning or any other threat to safety. The Hirer is responsible for ensuring that persons attending are made aware of the evacuation procedures. Fire and other exits must be kept clear at all times.

28 Smoking

No smoking is allowed anywhere on the School site.

29 Caretaker

The caretaker is instructed by the governors to ensure that the conditions of hire are fully complied with. All reasonable instructions given by the caretaker on duty must therefore be followed.

30 Use of the premises is limited to the accommodation hired and necessary facilities such as toilets. Car parking is permitted in designated areas at the premises subject to availability.

31 Right of access

The governing body and its agents reserve the right of access to the premises during the letting.

32 The headteacher or his/her representative reserves the right to suspend or withdraw use of the school by an individual group with immediate effect on the following grounds:

- causing intentional damage to the school, its equipment or any personal belongings of other users
- violent, threatening or abusive behaviour to a member of staff or other users
- theft of any property belonging to the School or other users
- disruptive behaviour which is interfering with the activities of others
- behaviour which puts at risk the health, safety or well-being of others
- non-compliance with or breach of licensing laws
- behaviour which is deemed to be offensive and/or results in complaints from users
- refusal to follow reasonable directions from the caretaker or other members of the school's staff
- non-payment of school invoices
- any other behaviour which is considered inappropriate to the smooth and efficient operation of the School, or against the interests of all users.

Following the suspension, the user will be given reasons in writing and will be offered the opportunity to appeal to the governing body of the School whose decision will be final.

33 The Hirer may not assign or sub-let the hire of the School.

ANNEXE

HIRER'S INSURANCE – INDEMNITY CLAUSE

In accordance with the terms of hiring it is customary to require persons/organisations to accept responsibility for damage to the premises and its equipment and for the Third Party claims involving injury to persons and/or damage to property.

A INJURY TO PERSONS OR PROPERTY

- 1 The Hirer shall indemnify the school and Hampshire County Council against all claims for damages, compensation and/or costs in respect of:
 - (i) bodily injury or illness to Third Parties, including the County Council's servants and agents and/or
 - (ii) damage or loss to Third Party property caused by, or arising out of, or being incidental to the Hirer's use of the premises.

- 2 The Hirer shall effect adequate insurance to cover this liability with a minimum limit of indemnity of
 - £10 million for commercial hirings except where otherwise agreed
 - £5 million for non-commercial hirings

B DAMAGE TO PREMISES AND EQUIPMENT

- 1 The Hirer shall be responsible for the loss of, or damage to the premises and contents therein, which is the property of the School and/or Hampshire County Council, except when loss or damage to the premises or contents are as a result of the negligence of the School or Hampshire County Council.

- 2 The Hirer shall effect adequate insurance to cover this liability with a minimum limit of indemnity of
 - £10 million for commercial hirings except where otherwise agreed
 - £5 million for non-commercial hirings

Hirers must produce evidence that the required insurance cover is in place at least 7 days before the event.

NON-COMMERCIAL HIRERS

Due to difficulties experienced by non-commercial hirers in arranging Public Liability Insurance with a Limit of Indemnity of at least £5 million (the lowest limit acceptable for use of Hampshire County Council premises) the County Council has arranged for the following policy, and Hirers who cannot produce evidence of Public Liability Insurance, must as a condition of the proposed hiring, accept the Hirer's Insurance arranged by Hampshire County Council, (provided they do not fall within the definition of the exclusions listed below).

HAMPSHIRE COUNTY COUNCIL – ON BEHALF OF NON-COMMERCIAL INDIVIDUALS AND ORGANISATIONS HIRING COUNTY COUNCIL SCHOOLS, COMMUNITY COLLEGES, EDUCATION CENTRES AND OTHER HAMPSHIRE COUNTY COUNCIL PROPERTIES

OPERATIVE CLAUSE

The indemnity will cover individual hirers for their legal liability for injury/illness to third parties and/or loss/damage to their property, and loss or damage to the premises and contents hired, including such liability that may be imposed on the Hirer under the terms of the hiring agreement.

LIMITATIONS

For loss/damage caused other than by Fire or Explosion, cover is subject to an Excess of £100.

Damage resulting from Fire or Explosion is limited to £5 million.

EXCLUSIONS

Political Meetings and Professional Entertainment Promotions.

Commercial, business or trade hiring.

NOTE

This is a public liability insurance policy. It does not provide cover for:

- (a) Employers Liability – if the Hirer has employees the Hirer must provide this cover.
- (b) Professional negligence of the Hirer – if the Hirer is providing a professional service, it must take out this cover for itself.
- (c) Personal Accident – cover for participants in the Hirer's activity where they have been injured as a result of a pure accident and there is no negligence on the part of the Hirer.

Appendix E

Public liability insurance policy

HAMPSHIRE COUNTY COUNCIL

Public liability insurance policy with Zurich Municipal Insurance

Insurance cover operates for the specified duration of the letting concerning the legal liability of user(s) for:

- 1 Bodily injury to persons other than members of the using organisation as a result of its activities.
- 2 Loss of, or damage to, [arising out of the negligence of the hirer or any person or group of persons using the premises with the consent or permission (implied or otherwise) of the hirer]
 - a) the County Council's property and equipment whilst being used by the hirer
 - b) members of the using organisation's personal property

subject to an excess of £100 in respect of any loss of, or damage to, property caused other than by fire or explosion.

ie. THE HIRER MUST MEET THE FIRST £100 OF EACH AND EVERY CLAIM

The limit of indemnity is £3,000,000 in respect of any one incident

The conditions of the policy that the hirer(s) should not deliberately do, or fail to do, anything which is known will inevitably, or with reasonable foresight, result in bodily injury or loss/damage to property.

The hirer(s) should act responsibly at all times and ensure activities are suitably controlled and organised. Care must be taken to ensure adequate supervision of inexperienced participants and appropriate use/maintenance of equipment.

Cover **does not extend** to injury as the result of participation in the activities of the hirer(s).

It must be emphasised that insurance cover on this policy relates to **legal liability only**.

Should a claim be considered appropriate under this policy, details of the insurers and the policy number may be obtained by the hirer(s) from the school.

Appendix F

Checklist for all lettings

I have...

- Read and understood the lettings policy
- Read and understood the Child Protection and Safeguarding policy
- Read and understood the Conditions of Hire
- Submitted an application to hire form to the Headteacher
- Met with the Headteacher to arrange site access

Provided copies of:

- Insurance details for my group/activity
- DBS checks for every adult when a letting involves working with young people and/or vulnerable adults
- Coaching/other qualifications for every adult involved in the activity.
- Risk assessment for the activity
- Appendix C – application for hire