



Newtown C of E Primary School

Lettings Policy

Ratification Date:	March 2019	Signed: Mrs Emma Howlett (HEAD TEACHER) Mrs Janet Cane (CHAIR OF GOVERNORS)
Reviewed	March 2024	Signed: Mrs Emma Howlett (Headteacher) Mrs Glynis Wright (CHAIR OF GOVERNORS)
Reviewed	March 2026	Signed: Mrs Emma Howlett (Headteacher) Mrs Glynis Wright (CHAIR OF GOVERNORS)
Next Review	March 2028	

School Vision

At Newtown C of E Primary School, our motto is enriched and sustained by our Christian values of **Love, Courage and Friendship**, rooted in the teachings of the Bible. We are guided by the call to *“love one another as I have loved you”* (John 13:34), *“be strong and courageous... for the Lord your God is with you wherever you go”* (Joshua 1:9), and *“a friend loves at all times”* (Proverbs 17:17).

As a school at the heart of an evolving community, we warmly welcome children and families from a wide range of backgrounds and experiences. We are enriched by the unique qualities each child brings and value the talents and perspectives that help us grow together.

We are an aspirational school serving our community. We seek to know, understand and celebrate every child, nurturing their individual strengths and talents. We prepare our children to become confident, responsible global citizens in an ever-changing world, guided by our core values of love, courage and friendship.

Through **Love**, we show kindness, compassion and generosity, building a community where everyone feels safe, welcomed and valued. Through **Courage**, we persevere, meet challenge with confidence, and stand up for what is right with honesty and grace. Through **Friendship**, we grow together — encouraging one another, celebrating each other’s gifts, and looking to the future with hope and aspiration.

We live out these values by:

- Being a caring, welcoming and inclusive Christian community where staff, pupils, parents and governors work together in a safe and supportive environment, inspired by *“Above all, love each other deeply”* (1 Peter 4:8)
- Promoting the welfare and dignity of every child, safeguarding them from harm — including physical, sexual and emotional abuse, neglect and bullying — in accordance with statutory guidance in *Keeping Children Safe in Education* (Department for Education)
- Providing a rich, engaging curriculum that equips children with the knowledge, skills and character to become lifelong learners and responsible citizens, reflecting Christian teachings and British Values
- Building strong, positive partnerships with parents, the church and the wider community, and encouraging participation in local, national and global initiatives
- Fostering our Learning Behaviours of Resilience, Focus, Independence, Self-Regulation, Respect and Boundaries, encouraging children to act with integrity, perseverance and kindness in all they do

At Newtown, we want every child to know they belong, are cherished, and are capable of great things. Through **Love, Courage and Friendship**, we grow minds, shape futures and journey together in hope.

Introduction

The Governing Body regards the school buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible. However, the overriding aim of the Governing Body is to support the school in providing the best possible education for its pupils, and any lettings of the premises to outside organisations will be considered with this in mind.

The school's delegated budget (which is provided for the education of its pupils) will not be used to subsidise any lettings by community or commercial organisations. A charge will be levied to meet the additional costs incurred by the school in respect of any lettings of the premises. As a minimum, the actual cost to the school of any use of the premises by an outside organisation must be reimbursed to the school's budget.

Definition of a Letting

A letting may be defined as "any use of the school premises (buildings and grounds) by either a community group (such as a local music group or football team), or a commercial organisation (such as the local branch of 'Weight Watchers')". A letting must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

Use of the premises for activities such as staff meetings, parents' meetings, Governing Body meetings and extra-curricular activities of pupils supervised by school staff, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school's delegated budget.

Charges for a Letting

The Governing Body is responsible for setting charges for the letting of the school premises. A charge will be levied which covers the following:

- ◆ Cost of services (heating and lighting);
- ◆ Cost of staffing (additional security, caretaking and cleaning) - including "on-costs";
- ◆ Cost of administration;
- ◆ Cost of "wear and tear";
- ◆ Cost of use of school equipment (if applicable);
- ◆ Profit element (if appropriate).

Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the organisations involved.

When the school is being used for election purposes the amount charged to Gosport Borough Council will be a flat rate of £100 per day.

The specific charge levied by the school will be reviewed annually, during the summer term, by the Full Governing Body for implementation from the beginning of the next academic year, with

effect from 1 September of that year. Current charges will be provided in advance of any letting being agreed.

VAT

In general, the letting of rooms for non-sporting activities are exempt of VAT, whereas sports lettings are subject to VAT (although there are exemptions under certain circumstances).

For a more details on VAT charging please refer to either the VAT manual or HCC VAT Advisor.

Sport facility letting charges are normally subject to VAT, but where certain criteria are satisfied, the hire charges can be treated as exempt.

When letting the general purpose school hall for a sporting activity it will be exempt from VAT. VAT is only added when the facility being let is specifically for that sporting purpose e.g. Swimming pool – being let for a swimming pool sporting activity.

On the letting of sports facilities for sports, the VAT exemption does not apply to commercial organisations.

Management and Administration of Lettings

The Head Teacher is responsible for the management of lettings, in accordance with the Governing Body's policy. Where appropriate, the Head Teacher may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

If the Head Teacher has any concern about whether a particular request for a letting is appropriate or not, he will consult with the Chair of Governors who is empowered to determine the issue on behalf of the Governing Body. Under no circumstances will Newtown C of E Primary School let any part of the premises to any extremist group.

The Administrative Process

Organisations seeking to hire the school premises should approach the Head Teacher (or other designated member of staff, for example Senior Site Manager or School Business Manager), who will identify their requirements and clarify the facilities available. The Governing Body has the right to refuse an application, and no letting should be regarded as "booked" until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.

Once a letting has been approved, a letter of confirmation will be sent to the hirer, setting out full details of the letting and enclosing a copy of the terms and conditions and the hire agreement.

The letting should not take place until the signed agreement has been returned to the school. The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the Governing Body's current scale of charges.

The hirer should be a named individual and the agreement should be in their name, giving their permanent private address. This avoids any slight risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure.

All lettings fees which are received by the school will be paid into the school's individual bank account, in order to offset the costs of services, staffing etc. (which are funded from the

school's delegated budget). Income and expenditure associated with lettings will be regularly monitored to ensure that at least a "break even" situation is being achieved.

Terms and Conditions for the hire of school premises.

All terms and conditions set out below must be adhered to. The "Hirer" shall be the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

Status of the Hirer

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background. The hire agreement is personal to the hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of creating any tenancy between the school and the hirer. If a particular letting involves contact with the school's pupils, all personnel involved must undergo a DBS check at the cost of the hirer, or have an update-service DBS in place, in accordance with departmental and national guidance. These checks must be made by prior arrangement with the Head Teacher, with at least half a term's notice in advance to ensure that the checks can be carried out in time.

Any adults working with the school's pupils (for example, at an after school sports club) must be appropriately qualified. Sports coaches must follow the LA's guidelines for working in schools.

Priority of Use

The Head Teacher will resolve conflicting requests for the use of the premises, with priority at all times being given to school functions.

Attendance

The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approval given.

Behaviour

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.

Public Safety

The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct, and - where applicable - the Hirer must adhere to the correct adult/pupil ratios at all times.

Own Risk

It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

Damage, Loss or Injury

The Hirer requires appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. Full details of insurance required can be found in Appendix 2.

If the Governors have agreed for a Letting to be free of charge this does not affect the need for insurance or any other terms of letting.

Neither the school, nor the Local Authority, will be responsible for any injury to persons or damage to property arising out of the letting of the premises.

Furniture and Fittings

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.

School Equipment

This can only be used if requested on the initial application form, and if its use is approved by the Head Teacher. Responsible adults must supervise the use of any equipment which is issued and ensure its safe return. The Hirer is liable for any damage, loss or theft of school equipment they are using, and for the equipment's safe and appropriate use.

Electrical Equipment

Any electrical equipment brought by the Hirer onto the school site MUST comply with the LA code of practice for portable electrical appliance equipment. Equipment must either have a certificate of safety from a qualified electrical engineer or be inspected by the LA. The intention to use any electrical equipment must be notified on the application.

Car Parking Facilities

Subject to availability, these may be used by the Hirer and other adults involved in the letting.

Toilet Facilities

Access to the school's toilet facilities is included as part of the hire arrangements.

First Aid Facilities

There is no legal requirement for the school to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. Use of the schools resources is not available.

Food and Drink

No food or drink may be prepared or consumed on the property without the direct permission of the Governing Body, in line with current food hygiene regulations. All litter must be placed in the bins provided.

Intoxicating Liquor

No intoxicants shall be brought on to or consumed on the premises.

Smoking and Vaping

The whole of the school premises is a non-smoking and vaping area, smoking and vaping are not permitted.

Copyright or Performing Rights

The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the Local Authority against all sums of money which the LA may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

Sub-letting

The Hirer shall not sub-let the premises to another person.

Charges

Hire charges are reviewed annually and the current charge is set out in the Hire Agreement.

Variation of Scales of Charges and Cancellations

The Hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by the Governing Body on an annual basis) and that the letting may be cancelled, provided that a in each circumstance at least 7 days' notice either way is given. It is the Hirer's responsibility to notify parents in writing (where appropriate) of any changes in dates or venues at least a week in advance.

Security

The Governors will hire and pay for a person to be responsible for the security of the premises before, during and after the hire, and for the cleaning of the premises after its use. This cost will be taken into account when charging for the letting. If no suitable person can be employed, then the letting will not be allowed or will be cancelled. Only named key holders may operate the security system. Keys should not be passed to any other person without direct permission of the Governing Body of the school.

Right of Access

The Governing Body reserves the right of access to the premises during any letting. The Head Teacher or members of the Governing Body may monitor activities from time to time.

Conclusion of the Letting

The Hirer shall, at the end of the hire period, leave the accommodation in a reasonably tidy condition, all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional cost may be charged.

Vacation of Premises

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. In the event of an emergency, occupants must leave the school by the nearest exit and assemble on the KS2 playground to the west of the school. The Hirer must have immediate access to participants' emergency contact details, and may use the telephone in the school office in the event of an emergency. Hirers are responsible for familiarising themselves with emergency exits and must ensure that participants are aware of evacuation procedures.

Promotional Literature/Newsletters

A draft copy of any information to be distributed to participants or through the school must be sanctioned by the Head Teacher a week prior to distribution by the Hirer

APPENDIX 1 – Lettings Form

CLUB NAME

The above named club has ensured that:

All activities are supervised at all times by an appropriately qualified individual ☐
All adults with access to children taking part in the Hirer’s activities have valid enhanced
DBS certificates in line with current guidance and any issues raised through these checks have

Been brought to the attention of the school ☐

Please provide details of all club staff working on site at Newtown CE Primary School:

Full Name	DBS Number	DBS Disclosure Date

Relevant Health & Safety training has been undertaken by all adults involved in the clubs/activity ☐

Insurance cover meets Hampshire County Council criteria ☐

Club/activity staff are qualified to an appropriate level of first aid to ensure an adequate provision of first aid ☐
is provided during the club activity

Risk Assessments are in place for the club/activity ☐

The club/activity will be led by a coach holding a Level 2 (or above) qualification relevant to the club/activity ☐

Signed:(Club Organiser) Date:



APPENDIX 2 – HCC Conditions of hire

Application for the hire of facilities at Newtown CE Primary School
The application should be sent to the school and should normally be made at least 14 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 (NB. For swimming pools the hirer must complete an additional agreement form)

Hall	☐	Playground	☐	Field	☐	☐
					Classroom	

Purpose of hire:
Apart from organisers, is the proposed hire exclusively for:

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

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.
- 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

Conditions of Hire

Newtown CE Primary School

(These should be amended as appropriate)

- 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. 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 himself that the facilities to be hired are suitable for his 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 Gymnasium/sports hall
Only suitable footwear should be worn in the gymnasium or sports hall. No school games equipment may be used without permission and gymnastic equipment can only be used when an adult with recognised qualifications for the proposed activity is personally supervising at all times. For safety reasons, this condition also applies to other activities with young people. For further guidance the Hirer should consult the regulations described in the HCC document 'Safety in Physical Education' available at the school.
- 8 Grass sports pitches and hard court multi-use games areas
 - (i) These facilities should be used for their intended purposes only ie. participation in formal and informal play and sport.
 - (ii) The grass sports pitches and hard court multi-use games areas shall be hired, together with access to toilets and changing accommodation 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.

9 Catering facilities

The Hirer must agree to the contractual, hygiene and health and safety obligations set out by the School and to the payment of the deposit 10 days prior to the hire and the payment of the hire charges. This is in addition to any separate charges levied by the school for the use of any school facilities used in conjunction with the hire of the catering premises.

10 School equipment

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

11 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 and the wearing of stiletto heels is prohibited. Only authorised persons shall use steps or ladders. 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, all equipment being returned to the correct place of storage.

12 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.

13 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.

14 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.

15 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.

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

17 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).

18 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.

19 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 four weeks' notice to the Hirer, should it become necessary to cancel or postpone a letting.

20 Cancellation by the Hirer

The Hirer must give at least four 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.

21 Payment of charges

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

- 22 (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.

23 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.

24 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.

25 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.

26 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.

- 27 The School reserves the right to require sight of a Temporary Event Notice prior to the letting.
- 28 **Gambling**
The premises may not be used for games of chance, other than bingo, unless specific permission has been granted by the governors.
- 29 **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.
- 30 **Smoking**
No smoking is allowed.
- 31 **Senior Site Manager**
The Senior Site Manager is instructed by the governors to ensure that the conditions of hire are fully complied with. All reasonable instructions given by the Senior Site Manager on duty must therefore be followed.
- 32 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.
- 33 **Right of access**
The governing body and its agents reserve the right of access to the premises during the letting.
- 34 The Headteacher or 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.

- 35 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.