



HIRING POLICY

NAME OF SCHOOL	Stanmore Primary School
DATE OF POLICY ISSUE	February 2023
DATE OF POLICY REVIEW	February 2024

1 INTRODUCTION

The Governing Body regards the school buildings and grounds (which are owned by Hampshire County Council 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, the promotion of equality of opportunity and the community cohesion of the local area. Any lettings of the premises to outside organisations will be considered with this in mind.

2 DEFINITION OF A LETTING

A letting may be defined as: "Any use of the school buildings and ground by parties other than the school and its partners." This may be a community group or a commercial organisation. The following activities fall within the corporate life of the school. These activities are not considered to be lettings and costs arising from these uses are therefore a legitimate charge against the school's delegated budget:

- Governing body meetings
- Extra-curricular activities for pupils organised by the school
- School performances
- Family learning

- Friends of the School organised events

3 INSURANCE

The public liability insurance provided by the Council already insures schools against claims for injury or damage to members of the public that may arise due to negligence. All organisations wishing to use school premises should have their own public liability insurance to cover them for any services and activities they provide, and must have their own employers' liability insurance if employing staff or volunteers. The original insurance document must be seen and a copy taken by the school and kept on file.

4 SAFEGUARDING

Hirers providing services to children, whether pupils at the school or others, must have policies and procedures in place to ensure children's safety. Evidence of DBS Checks must be provided. The Hirer remains responsible for any children in their care for the duration of the letting and must stay on the premises until all children have been collected by their parent/carer. The Hirer will be bound by the school's policies in relation to Safeguarding and Social Media.

5 PRIORITY FOR LETTINGS

The Governing Body is mindful of the needs in the local area and has considered this information to assess the priorities for lettings. The following lettings are especially encouraged:

- Educational activities open to school pupils and their families
- Recreational activities open to school pupils and their families
- Activities organised by local community groups for the benefit of the local community
- Lettings to people living in the school's local community
- Lettings to voluntary organisations

The following activities are not considered to be appropriate for lettings as they are either well provided for in the local area; are not deemed to be compatible with the ethos of the school or are not able to be accommodated within the schools facilities:

- Commercial activities with little potential to generate income or support for the school
- Activities promoting gambling

6 TYPES OF LETTINGS

The Governing Body has agreed to define lettings under the following categories:

- School Lettings for activities for pupils or their parents and carers that provide educational, or other, benefit to pupils
- Community Lettings for other community activities

7 CHARGES

The Governing Body and Headteacher are responsible for determining charges for individuals, groups, or organisations wishing to use the school's facilities. For both school and community lettings where it is believed there is a positive benefit for pupils, parents, carers and/or the community, a standard fee of £15.00 per hour will be charged. The school is constrained by law to apply value added tax to all transactions where this is appropriate. The letting of rooms for non-sporting activities is exempt of VAT, whereas sports lettings are subject to VAT. The minimum hire period will be one hour.

8 Conditions of Hire

8.1 'School' means Stanmore Primary School. County Council' means Hampshire County Council.

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

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

8.4 Applications for 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.

8.5 The hirer shall satisfy himself that the facilities to be hired are suitable for his purposes.

8.6 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.

8.7 No use may be made of any school equipment without specific permission. 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 school 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 the 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.

8.8 The Hirer is responsible for the safeguarding 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.

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

8.10 Furniture and apparatus required may be brought onto 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.

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

- Bodily injury or illness to Third Parties, and/or
- Damage to Third Party property caused by or arising out of or being incidental to the Hirer's use of the premises.

8.12 The Hirer shall be responsible for loss or damage to the establishment's premises and contents therein the property of Hampshire County Council, and shall provide evidence of adequate insurance.

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

- The premises are required by the school.
- There has been any damage to the property of breach of these conditions during previous use of the premises by the hirer.
- For any 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.

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

- 1 The accommodation will, due to circumstances outside their control, be unavailable for the hire period
- 2 The Hirer has failed to disclose material information concerning the proposed hiring or

- 3 There are reasonable grounds to conclude that the Conditions of Hire may be breached to a material extent.

In the event of (1), all hiring fees will be refunded to the Hirer, but the School shall have no further liability to the Hirer. In the event of (2) and (3), 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.

8.15 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.

8.16 The Hirer shall pay the hiring fees, including any deposit, at the rates set out within this policy. 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. 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.

8.17 All statutory requirements, including those relating to health and safety and public entertainments, must be strictly fulfilled by the Hirer.

8.18 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.

8.19 No smoking is allowed on the School premises.

8.20 The Site Manager 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.

8.21 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.

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

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

9 MANAGEMENT OF LETTINGS

The Governing Body has delegated day-to-day responsibility for lettings to the Headteacher. Where appropriate, the Headteacher may delegate all or part of this responsibility, such as security or child protection, 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, she will consult with the Chair of the Governors. An annual report on lettings will be made to The Governing Body and will include information on users, finances, incidents and accidents, enquiries, and any lettings refused.

10 CONSIDERING APPLICATIONS FOR LETTINGS

Organisations seeking to hire the school premises should approach the Headteacher. Details of any charges and conditions of use should be given or referred to. An Initial Request Form should be completed at this stage. A record of all enquiries should be kept on file. The Headteacher will decide on the application with consideration to:

- The priorities for lettings agreed by Governors and set out in this lettings policy
- The availability of the facilities and staff
- The school's equal opportunities, health and safety, safeguarding policies
- The health and safety considerations such as numbers of users, type of activity, qualifications of instructors etc.

11 ISSUING A LETTINGS CONTRACT

Once a letting has been approved, a letter of confirmation will be sent to the hirer, enclosing a copy of the terms and conditions and the Lettings Contract. The Lettings Contract should then be signed and returned to the school. The school shall be in receipt of these signed copies before a letting takes place. An official receipt will be issued for all payments received. All lettings fees received will be paid into the school's individual bank account. The income and expenditure relating to lettings should be clearly recorded by the school and reported under the guidelines for Consistent Financial Reporting. The Headteacher on behalf of 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. The reason for refusals should be recorded on the bottom of the application for lettings form and fully explained to the enquirer.