Winnall Primary School

Lettings Policy

Ratified by Resources & Finance: June 2026

Review due: June 2027

The hirer must complete and sign a hire agreement form before the commencement of the letting. This ensures that the letting is covered by Hampshire County Council's public liability insurance. The hiring fee must be paid within 30 days of invoice.

All statutory requirements*, including those relating to health and safety, and public entertainment must be strictly fulfilled. Hirers must familiarise themselves with fire precautions in force on the premises and with the means of escape in the event of a fire. The fire exit must be kept clear at all times.

No smoking, consumption (or sale) of alcohol or gambling is allowed on the premises. The letting must not be used for political purposes.

The fabric and fittings of the premises must not be interfered with in any way. The hirer must leave the premises in a reasonable, tidy condition with all equipment etc. returned to the correct place of storage.

The hirer is liable for any damage, either accidental or as the result of unruly or inappropriate behaviour. Any damage must be reported as soon as possible to the school office or caretaker.

If the premises cannot be hired out due to unforeseen circumstances, the school cannot be held liable for payment of compensation to the hirer. In such an unlikely event, as much notice as possible would be given to the hirer.

In relation to activities for children, the hirer must ensure that there are sufficient adults present to be in full control of the children throughout the whole period during which they are on the school site. The hirer must adhere to the schools Child Protection Policy* and HCC Safeguarding Guidelines

The Head Teacher has the authority to approve before and after school clubs and any other requests for hire.

The Governing Body/Headteacher reserve the right of access to the premises during the letting.

* Details can be obtained from the school office.

Appendix 1: Conditions of Hire Document
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Appendix 1

Conditions of Hire

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

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

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.

Disclosure and Barring Service Check
If applicable, the school request that hirers of the facilities by groups or individuals who work with children have a current DBS certificate. It is also requested that the certificate number is supplied to the school along with the Booking Form.

Sports hall
Only suitable footwear should be worn in the gymnasium. 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 indoor 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.

Catering facilities
The hirer must agree to the contractual, hygiene and health and safety obligations set out in the Contract Management Guidelines (red folder), paragraph 13 page 9, 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.

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

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. The hirer shall, at the end of the hire period, leave the accommodation in a reasonable clean, tidy condition, all equipment being returned to the correct place of storage.

Storage
Storage facilities are limited and can only be provided when practical for the school. When hirers are permitted to leave equipment on the premises, they do so entirely at their own risk.

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.

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.

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

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 Annex to this section for explanatory notes on insurance).

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 withhold the permit.

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

Cancellation by the governors
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.

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.

Payment of charges
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 hirers that have taken place in that month. The governors 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. 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.

Statutory requirements
All statutory requirements, including those relating to health and safety and public entertainments, must be strictly fulfilled by the hirer. Film, music, dancing (including disco) and stage events must be considered to be public entertainment unless entrance is restricted to those who are bona fide members of the organisation hiring the accommodation. For all public entertainment, it is the hirer's responsibility to inform the local Council's Licensing Officer 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. 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.

Attendance and behaviour
The hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approved. 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 be liable for damage caused by unruly or inappropriate behaviour. 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.

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 an appropriate licence is obtained from the local magistrates court.

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

Fire precautions
Hirers shall familiarise themselves with the fire precautions in force on the premises and with the means of escape in the event of a fire. 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.

Smoking
Smoking is not permitted in the school or within the school grounds.

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.

Right of access
The Headteacher and appointed members of staff reserve the right of access to the premises during the letting should this be necessary.

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
- 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 whose decision will be final.

The hirer may not assign or sub-let the hire of the school.

Appendix 2:

Details of insurance cover

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 person 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) (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 seven 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 their Public Liability policy to be extended, and non commercial hirers who cannot produce evidence of Public Liability insurance, must as a condition of the proposed hiring, take out the Hirer's Insurance organised 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. Policy of insurance with travellers insurance company under policy no uc pop 3838475

Operative clause
The indemnity will cover individual hirers and organisations in connection with their hire of and activities carried on at the hired premises for their legal liability for bodily injury or illness to third parties and damage or loss to third party 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
Aggregate liability indemnified 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: Employers Liability – If the hirer has employees the hirer must provide this cover. Professional negligence of the hirer – if the hirer is providing a professional service they must take out this cover for themselves. Personal Accident – cover for participants in the hirers 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 3

School Hire Agreement

SCHOOL PREMISES HIRE AGREEMENT

This agreement, together with the form of application to hire School Premises, shall constitute the contract between the School and the Hirer(s).

This agreement gives the Hirer a license to use the Premises during the times specified:

Premises: The area outlined in red on the attached plan forming part of the School premises ('the Premises').

Date(s) and Times of hiring: Monday to Friday (during the school term dates).

Start Date: .....

End Date: ..... ('the Hire Period')

The governors ('the Governing Body') of Winnall Primary School permit:

[insert full details of the Hirer including registered address and company, charity number if incorporated] ('the Hirer') to use the Premises at the date(s) and times indicated in the conditions below:

1. STATUS OF THE HIRER

1.1 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 or of creating any tenancy between the Governing Body or the Local Authority who owns the Premises ('Local Authority') and the Hirer.

2. PRIORITY OF USE

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

2.2 In the event of any conflict arising in relation to the use of the Premises where the School requires the use of the Premises, the School shall use reasonable endeavours to provide the Hirer with alternative accommodation.

3. ATTENDANCE

3.1 The Hirer shall ensure that the number of persons using the Premises does not exceed…….

4. PUBLIC SAFETY

4.1 The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping all gangways, passages and exits clear.

4.2 The Hirer shall be responsible for providing adequate supervision to maintain order and appropriate conduct at all times.

4.3 The Hirer shall take all necessary precautions to protect the public, School pupils and staff from any harm arising from any actions taken whilst on the Premises or the Hirer use of it.

4.4 The Hirer must not do or allow anything that cause a nuisance or annoyance disturbance inconvenience injury or damage to the School, or other users of the School or neighbouring premises.

4.5 The Hirer shall ensure that its staff behave in a responsible manner consistent with its presence on a school site and ensure compliance with Health, Safety and Welfare legislation in relation to the Hirer's use of the Premises.

5. PERMITED USE

5.1 The Premises are only to be used for [include the permitted purpose].

5.2 The Hirer is not permitted to use the Premises during the week surrounding the public holidays of Christmas Day and Boxing Day.

5.3 A childcare provider must meet and comply with the requirements of the Special Conditions annexed to this agreement.

5.4 Any adults working with the School's pupils must be appropriately qualified and meet the requirements of clause 24 of this agreement.

6. DAMAGE, LOSS OR INJURY

6.1 The Hirer shall pay the cost of any loss or damage to the School or any property arising from the hiring.

6.2 The Hirer warrants to the Governing Body that it has 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 hiring. The minimum limit for this insurance cover is £5 million. The Hirer must produce the appropriate certificate of insurance cover before the hiring of the Premises can be confirmed. For the avoidance of doubt, this clause may not apply where the Hirer is a private individual, as set out in any insurance guidance issued by Hampshire County Council from time to time.

6.3 The Hirer or its personnel shall not cause or permit anything which will invalidate the School's insurance policy.

6.4 Neither the Governing Body, the School, nor the Local Authority, will be responsible for any injury to persons or damage to property arising out of the hiring of the Premises and the Hirer shall indemnify the School, Local Authority, Governing Body (as appropriate) in the event of any claim for loss, damage or injury arising out of and or in connection with the hire.

7. FURNITURE AND FITTINGS

7.1 School furniture and fittings shall not be removed or interfered with in any way.

7.2 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.

8. SCHOOL EQUIPMENT

8.1 Use of School equipment must be agreed in advance of the Hire Period.

8.2 Responsible adults must supervise the use of any equipment and ensure its safe return. The Hirer shall be liable for any damage, loss or theft of School equipment caused as a result of its actions, and the Hirer shall be responsible for the equipment's (School's or otherwise) safe and appropriate use.

9. ELECTRICAL EQUIPMENT

9.1 Any electrical equipment brought by the Hirer onto the School site must have a certificate of safety from a qualified electrical engineer. The intention to use any electrical equipment must be notified on the application to hire.

9.2 Noise levels must be contained to a reasonable level at all times and after 7pm no noise shall be audible in any of the neighbouring houses and flats.

10. CAR PARKING FACILITIES

10.1 Subject to availability, car parking facilities may be used by the Hirer and other adults using the Premises. Parking shall be for the purpose and times specified in this Hire agreement and not at any other times.

11. TOILET FACILITIES AND PLAYGROUND

11.1 Access to the School's toilet facilities and playground playing field / other designated outside area is included as part of the hire arrangements.

12. FIRST AID FACILITIES

12.1 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 hiring.

12.2 Use of the School's resources is not available.

13. FIRE REGULATIONS & SAFETY

13.1 The School shall arrange for a member of staff before the Hire Period of the Premises to explain the fire procedures to the Hirer and shall inform the Hirer of any changes to the fire procedures during the Hire Period.

13.2 A written copy of the School's fire evacuation procedures will be issued to the Hirer upon their request.

13.3 No open fires or candles shall be used on the School premises without the express consent of the Head Teacher. Where such consent is given, it is the responsibility of the Hirer to ensure that all fire safety regulations are met and that the appropriate risk assessments are undertaken. The School reserves the right to request copies of the relevant risk assessments.

13.4 To avoid the risk of damage from fire to the School or surrounding land, the Hirer shall not release or permit anyone under its control to release balloons , Chinese or sky lanterns (Sky Lanterns) or anything of a similar nature whatsoever near or at the Premises.

14. FOOD AND DRINK

14.1 No food or drink may be prepared or consumed on the Premises without prior arrangement (at the time of hire) with the School.

14.2 Where the Hirer caters food within the Hire Period, the Hirer shall observe all relevant health and safety, food health and hygiene legislation and regulations. The School shall have the right to observe the preparation and service of food.

14.3 All litter must be placed in the bins provided.

15. SMOKING

15.1 The whole of the School premises (including the outdoor grounds of the School) is a non-smoking area, and smoking is not permitted anywhere on the School site.

16. ALCOHOL

16.1 Alcohol must not be consumed on the School premises and grounds except with the prior written approval of the School.

17. **GAMBLING**

17.1 No sweepstake, raffle, tombola, lottery or other form of gambling is to be permitted to take place on the Premises without the prior written consent of the School.

18. ANIMALS

18.1 Animals are not permitted to enter the School or its grounds (except for service dogs) without the prior written consent of the School.

19. OTHER RESTRICTIONS ON USE

19.1 The Hirer shall not permit the Premises to be used for any political purposes.

19.2 The Hirer shall not permit any person who it allows onto the Premises who is or becomes drunken or disorderly to remain upon any part of the School premises and grounds.

19.3 The Hirer shall not permit the Premises to be used for any unlawful purposes or in an unlawful way.

19.4 Without limiting the general obligation set out in clause 19.3, the Hirer shall comply with all applicable equality law.

19.5 Where the hire involves attendance by any child, it is a condition of this agreement that the Hirer shall have appropriate safeguarding and child protection policies and procedures in place. The Hirer must produce copies of these policies and procedures upon the School's request. The Hirer must work with the School and be prepared to meet with representatives from the School to discuss these requirements. Any failure by the Hirer to comply with the School's requirements in respect of safeguarding and child protection will result in this agreement being terminated. If the Hirer becomes aware of any safeguarding concerns during the Hire Period, they must contact DSL: Sally Peckett via the school as soon as reasonably practicable.

20. COPYRIGHT OR PERFORMING RIGHTS

20.1 The Hirer shall not, during the occupancy of the Premises, infringe any subsisting copyright or performing right, and shall indemnify the Local Authority and the Governing Body against all sums of money which they may have to pay by reason of an infringement of copyright or performing right occurring during the Hire Period covered by this agreement.

21. TRANSFER OR SUB-LICENCING

21.1 The Hirer shall not transfer this hire agreement or sub-licence the Premises to another person(s).

22. CHARGES

22.1 The initial charge will be [£ per and will be payable].

22.2 There will be a review at the end of year and a further review at the end of year three.

23. LICENCES

23.1 The Hirer is responsible for obtaining all necessary licences, consents and/or permissions which may be required from any source in connection with this hiring and the activity stated in these terms and inspection of such licences may be requested by the School prior to hiring.

24. DISCLOSURE AND BARRING SERVICE CLEARANCE

24.1 Where the Hirer is involved in Regulated Activities as defined in the Safeguarding Vulnerable Groups Act 2006, (as amended), the Hirer shall ensure that all individuals engaged in the provision of the Service and or activities are subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service ("DBS") including a check against the adults' barred list or the children's barred list, as appropriate. The Hirer shall ensure that such checks are carried out in advance of the Hire Period.

25. VARIATION OF SCALES OF CHARGES AND CANCELLATIONS

25.1 The Hirer acknowledges that the charges may be increased from time to time. The School will review the charges to be made on an annual basis.

25.2 The hiring may be cancelled by the Hirer or the School provided that at least 4 weeks notice is given.
25.3 It is the Hirer's responsibility to notify interested parties in writing (where appropriate) of any changes in dates or venues at least a week in advance of the Hire Period.
25.4. The School reserves the right to cancel any hiring in the event of unforeseen circumstances.
25.5 The School will not be liable for any financial or any other loss in the event of cancellation due to unforeseen circumstances or should the Premises or part of them, becomes unusable for any reason.

26. SECURITY

26.1 If the Hirer is provided with keys to the Premises, keys should not be passed to any other person without direct permission of the Head Teacher of the School.
26.2 The Hirer shall take all necessary action to ensure the security of the School Premises and to comply with all reasonable requirements and instructions by the School for the proper running of the School. In this respect the Hirer shall maintain regular and frequent contact and liaise with the Head Teacher to ensure that all such requirements/instructions are met.

27. RIGHT OF ACCESS

27.1 The School reserves the right of access to the Premises during any hiring and the Head Teacher or members of the Governing Body may monitor activities from time to time.

28. CONCLUSION OF THE HIRING

28.1 The Hirer shall, at the end of the Hire Period, leave the Premises in a tidy condition, and ensure all equipment is returned to the correct place of storage. If this is not adhered to, the Hirer may incur an additional cost.

29. VACATION OF PREMISES

29.1 The Hirer shall ensure that the Premises are vacated promptly at the end of the Hire Period.

30. PROMOTIONAL LITERATURE/NEWSLETTERS

30.1 In the event the Hirer wishes to distribute information 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 any such distribution by the Hirer.

31. SPECIAL CONDITIONS

31.1 The Hirer shall comply with the Special Conditions (if any) attached to this Agreement.

32. COMPLAINTS

32.1 Any complaint relating to the hiring of the Premises should be in writing to the Head Teacher who will investigate and respond.

33. HIRER WHO IS A CHILDCARE PROVIDER

33.1 If the Hirer is a childcare provider it shall comply with the Special Conditions as set out in this agreement.

34. DATA PROTECTION

34.1 The School and the Hirer acknowledge their obligations under the General Data Protection Regulation and the Data Protection Act 2018 ('the Data Protection Legislation') and will comply with their obligations under the relevant Data Protection Legislation in force at the time.

34.2 The School is a Data Controller (as defined in the General Data Protection Regulation) in respect of personal data it processes for the performance of this agreement. The School shall be responsible for dealing with any data subject rights requests made to them and for any data breaches that they are responsible for.
34.3 The Hirer will be a separate Data Controller (as defined by the General Data Protection Regulation) in respect of any personal data it processes. The Hirer shall provide appropriate privacy notices as required by the Data Protection Legislation. The Hirer shall be responsible for dealing with any data subject rights requests made to them and for any data breaches that they are responsible for.
34.4 The School's legal basis for processing the Hirer's personal data is that it is necessary for the performance of this agreement. The School will not use the Hirer's personal data for any other purpose.
34.5 The School has collected the following personal data from the Hirer:

- The Hirer's name
- The Hirer's address
- The Hirer's telephone number

34.6 The School will process the Hirer's personal data in accordance with the privacy notice provided to the Hirer.
34.7 The School shall store the Hirer's personal data securely.
34.8 The School shall keep the Hirer's personal data in accordance with the School's retention schedule and in any event no longer than is necessary.
34.9 The Hirer has data subject rights (subject to certain restrictions) further details of which can be found in the School's General Privacy Notice on the website.
34.10 The School's Data Protection Officer (Kerry May) can be contacted by email [adminoffice@winnall.hants.sch.uk*)*
34.11 The Parties agree to take account of any guidance issued by the Information Commissioner's Office.

35. BREACH OF CONDITIONS AND TERMINATION

35.1 The School shall be entitled to terminate the hire agreement with immediate effect in the event of;
(i) a breach by the Hirer of any conditions in the Hire agreement which has not been remedied (if capable of remedy) within 14 days of notice of the breach by the School or
(ii) the Hirer becomes insolvent, or is declared bankrupt, or is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due.

I have read and understood the terms and conditions of hire and agree to abide by the aforementioned terms and conditions in this agreement. I confirm I have appropriate policies (safeguarding, vetting, health & safety etc) and insurance in place to safeguard children.

Authorised Signature _____
Print name _____

On behalf of _____

Signed on behalf of the School_____
Designation_____
Date _____

SPECIAL CONDITIONS

1. MISCELLENEOUS – parking arrangements, food consumption, use of school facilities, Hirer's property etc.
2. Any conditions relating to Premises, School keys and responsibilities for locking.
3. Conditions relating to hire of a swimming pool

Appendix 4

APPLICATION FORM FOR HIRE OF SCHOOL PREMISES

Privacy Notice

The School collects personal information from you in order to process your application to hire school premises.

The legal basis for the School's use of your personal information is it is necessary for the performance of a contract. The School will keep your personal information stored securely.

Your personal information will be retained in accordance with the School's retention schedule: please ask for a copy from the school office

You have some legal rights in respect of the personal information we collect from you. Please speak to our Data Protection Officer for further details.

You can contact the school's Data Protection Officer (Kerry May at: [adminoffice@winnall.hants.sch.uk*]*

If you have a concern about the way we are collecting or using your personal data, you should raise your concern with us in the first instance or directly to the Information Commissioner's Office at https://ico.org.uk/concerns/

Note for school: If the school will share the personal information the school must tell the applicant who the information will be shared with.

APPLICANT

Applicant's Name/Organisation Name (organisation company, charity number)

……..

Address……..

Telephone……..

CONSENT FOR HIRE

This application for hire has been approved on behalf of the School:

Signed……

Appendix 5

BOOKING REQUEST FORM – for the hire of facilities at Winnall Primary School

Letting rates (to be completed by office/appropriate charge highlighted)

	Level 1 - Community groups composed of children under 18, the elderly or people with registered disabilities, registered youth groups and voluntary groups (Per session rate – a session being no more than 2 hours).		**Level 2 – Adults/other community groups (Per session rate – a session being no more than 2 hours)**	
	Mon to Sat (up to 9 pm)	**Sunday**	**Mon to Sat (up to 9 pm)**	**Sunday**
Hire of any area of the school, per session	£25.00	£40.00	£45.00	£60.00

Purpose of hire _____

Facilities Required (tick as applicable)

Hall		Classroom area		field		Astroturf area	

Level 1 group? ☐ **Level 2 group?** ☐
(tick as appropriate) (tick as appropriate)

Number of people attending _____

Will food be consumed on the premised? **Yes/No**

Prepared on or off the premises? ……

Will music be played on the premises? **Yes/ No**

(relevant licenses must be produced)

Will electrical equipment be brought onto the premises? **Yes/No**
(If yes, equipment must be Portable Appliance Tested)

Room Layout/Facilities Requirements (tick to select)

☐ Room cleared/floor space	☐ Theatre/assembly style

School equipment needed (NB the hirer is responsible for ensuring that only identified equipment is used, that it is returned to its rightful place, and any damage will be paid for)

_____

_____

_____

Access to the school – keys requested? Y/N Key holders requirements met Y/N

APPLICATION

I hearby apply for use of the premises in accordance with the information provided above.

I agree to abide by the terms and conditions of hire and safety instructions provided to me

I agree to pay the sum of £……. Upon receipt of invoice in accordance with the School's payment terms for the above hire including VAT where applicable. I understand that hire charges are subject to annual review.

I agree to provide the indemnity required by the terms and conditions and will produce the insurance certificate prior to the daye of hire. I understand that the hire may not take place if an insurance certificate is not produced.

A declare to the best of my knowledge and belief, the information provided by me is correct.

Signed _____ **Date** _____

Print name in full _____

Consent for hire

This application for hire has been approved on behalf of the school

Signed_____

Date_____

Appendix 6

Key holders agreement

Anyone holding keys for Winnall Primary School does so under the following conditions;

- All authorised persons will be required to sign a copy of this agreement before they will be issued with keys
- All authorised persons will be required to attend the school before to be shown how to lock and unlock the school safely before they will be issued with keys. This will include training in emergency evacuation, and will also ensure that the key holder knows how to ensure that the school remains secure whilst open.
- Only authorised persons are allowed to be in possession of a key to the school
- No person may give his or her key to an unauthorised user for any period of time. Any keys found to be in the possession of an unauthorised person will be confiscated. Any person found to have provided a key or a copy of a key to an unauthorised user may be disciplined if they are a staff member. Hirers will have their hire agreement immediately terminated.
- Unauthorised duplication of a key is strictly prohibited. No person may duplicate a key or request the duplication of a key without express written permission from the Head teacher.
- Lost or stolen keys must be reported to the Head teacher immediately. A lost key may require one of more doors to be rekeyed. The process may cost the keyholder a substantial amount of money.
- Key holders agree to refrain from compromising the security of the building. Key holders are required to report to the Head teacher and doors than are unsecured or in violation of the school's policies.

I, _____ (sign and print name)

agree to the terms of the key holder agreement.

Date _____

Date of meeting with Head teacher/ caretaker re key training_____

Signed_____ (Head teacher/ caretaker)