



## Lettings and Hirings Policy

This policy explains the basis upon which parts of the school premises and grounds may be let. It includes: -

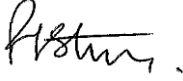
**Annex A. Conditions of Hire**

**Annex B. Application for the Hire of Facilities**

**Annex C. Minibus Hire**

### **1. POLICY STATEMENT**

- a. The letting of any part of the school premises and or grounds will be at the discretion of the Governing Body and with the agreement of the Headteacher.
- b. The Resources Committee will be responsible for the annual review of the policy. All lettings applications are to go to the Headteacher for approval. Should it be considered necessary, the application can be referred to a meeting of Governors for their approval.
- c. A 20% deposit, payable at the time of booking, may be required
- d. All hire charges must be paid within 30 days of the date of the invoice.
- e. The applicant may, at the discretion of the Headteacher, be requested to provide the names and addresses of two referees.
- f. The Hirer must sign the Lettings agreement and accept the terms and conditions found in the Conditions of Hire document (a copy of which will be attached to the Lettings agreement form).
- g. No hire will be approved without the evidence of safeguarding checks being satisfactory.
- h. The Hirer is responsible for ensuring all up to date paperwork in regard to the letting is sent to the school e.g. qualifications and insurance policy. The school reserve the right to cancel the let with immediate effect if this paperwork is not supplied.

Document Information			
<b>Policy Name:</b>	Lettings and Hiring's Policy	<b>Created by:</b>	FGB
<b>Reviewed by:</b>	FGB	<b>Responsibility:</b>	FGB
<b>Last Review:</b>	January 2023	<b>Next Review:</b>	January 2024
<b>Review Cycle:</b>	Annually	<b>Ratified:</b>	January 2023
<b>Signature (Chair of Governors):</b> 			

## **BARNCROFT PRIMARY SCHOOL – GENERAL CONDITIONS OF HIRE**

### **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, as laid down by the Governing Body.

### **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 hire 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 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. Fabric & fittings**

The fabric and fittings (including electrical installations) and contents of the premises shall not be interfered with in any way. At the end of the hire period the hirer shall leave the accommodation in a clean condition, all equipment being returned to the correct place of storage.

### **8. Gymnasium/sports hall**

Only suitable footwear should be worn in the school hall. No school games equipment may be used without permission and gymnastic equipment can only be used when an adult with recognized 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 H.C.C. document "Safety in Physical Education" available at the school.

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

### **9. Swimming pool**

#### **NO BABIES UNDER 6 MONTHS OLD ARE ALLOWED TO SWIM IN THIS POOL**

Access to the pool must be limited to members of the hiring group. The hirer will be notified of the maximum number of persons who may at any time be in the water and the number of lifeguards required. The hire must adhere strictly to these directions.

The hirer shall be responsible for providing appropriately qualified lifeguards. Behaviour in the pool is governed by the regulations that are prominently displayed around the pool area and must at all times be strictly adhered to. No use may be made of swim pool equipment

without specific permission. **All hirers must ensure that they sign in at the pool and record the number of people swimming during the hire.**

Although Barncroft accept that with young children sickness and soiling may occasionally happen any "incidents" that occur either in the water or within the surrounding environment must be reported to the Site Team or office as soon as they occur. If they are not reported then the hirer will be liable for any costs incurred in cleaning and loss of income due to pool having to be closed. It is an expectation that appropriate clothing designed for swimming only be worn in the pool and for children that require them a swim nappy be worn.

#### **10. Storage**

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

#### **11. Hirer's property**

Furniture and apparatus required may be brought onto the premises at the hirer's own risk. Hirers shall not bring onto 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.

#### **12. Refusal of hire**

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 premise 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.

#### **13. 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.

#### **14. Cancellation by the hirer**

The hirer must give at least four weeks' notice of cancellation to the Headteacher, acting for the Governors for regular scheduled hires. For cancellations of individual sessions 24hrs notice minimum should be provided to the school or full fees will be incurred. If any shorter period of notice is given the Governors reserve the right to pass on the hirer any costs unavoidably incurred.

#### **15. Payment of charges**

**All hire charges must be paid within 30 days of the date of the invoice.** The invoice will be issued at the end of each month for all the hires that have taken place in that month. Failure to pay within this time will result in the loss of hire.

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 clean 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 clean condition. The proportion of the deposit to be retained will be decided by the Governors, and their decision is final.

### **VAT Charges**

- i. Standard rated means the VAT has to be added to the hire charge, currently at the rate of 20.0%. VAT exempt means that VAT does not have to be charged.
- ii. General lettings of an open space such as a field, hall or room are generally VAT exempt. This also applies to the use of a room with tables and chairs.
- iii. General lettings become standard rated if the hirer requires use of school facilities such as a projector, computer, a kitchen, or other equipment during the letting.

VAT will be charged at the rate appropriate to the hirer and the facility hired.

### **16. Statutory requirements**

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

### **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 council.

**Gambling**

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

### **17. 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 hire's responsibility to ensure that all those attending are made aware of their responsibilities and the County and hire's insurance arrangements.

### **18. 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. Fire and other exits must be kept clear at all times.

### **19. Smoking**

There is a no smoking policy within the school buildings and onsite and this includes the use of any type of E-cigarettes and/or Vapes. **This must be strictly adhered to.**

### **20. Site Manager**

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 Site Manager on duty must therefore be followed.

### **21. Right of access**

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

### **22. Vehicle parking**

**THERE IS NO ONSITE PARKING FOR CUSTOMERS OF HIRERS DUE TO LACK OF SPACE.**

The instructor will still be allowed to park onsite provided there is space and they park responsibly. Cars are parked at the owner's risk.

### **23. DBS Clearance**

All hirers must provide enhanced level DBS clearance for themselves and any other persons who are working with children. Failure to do this will result in the hire being withdrawn and the relevant authorities informed. The school will record on file the serial numbers of DBSs.

We also need copies of your public liability insurance and teaching certificates for all teachers on an annual basis.



## APPLICATION FORM FOR HIRE OF BARNCROFT PRIMARY 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 that 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:

[https://barncroftprimary.co.uk/file/ms\\_website/w42/file/repository/School\\_records\\_retention\\_schedule\\_v3\\_0\\_2017\\_04\\_12\\_.pdf](https://barncroftprimary.co.uk/file/ms_website/w42/file/repository/School_records_retention_schedule_v3_0_2017_04_12_.pdf)

You have some legal rights in respect of the personal information we collect from you. Please see our website page: <https://www.barncroftprimary.co.uk/policies> and refer to our Data Protection Policy for further details.

You can contact the school's Data Protection Officer via:  
**admin@barncroftprimary.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/>

### **APPLICANT**

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

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Address .....

.....

.....

Telephone .....

Email of Invoicing.....

## **FACILITY REQUIRED**

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Date(s) of Hire .....

.....

Time of Hire: From ..... To ..... (include setting up and clearing down time or changing time in the pool)

Accommodation required .....

Purpose of Hire.....

Number of people attending.....

Will food be consumed on the premises? **YES/NO**

Prepared on or off the premises? .....

Will music be played on the premises? **YES/NO**

(Relevant licences must be produced)

Will electrical equipment be brought onto the premises? **YES/NO**

(If yes, equipment must be Portable Appliance Tested)

## **APPLICATION**

I hereby 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.



## Appendix B

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

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

Signed (Applicant) .....

Date.....

Name.....

### CONSENT FOR HIRE

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

Signed.....Date.....



**ANNEX C****BARNCROFT PRIMARY SCHOOL  
APPLICATION FOR THE HIRE OF MINIBUS**

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The application should be sent to Barncroft Primary School at least 10 working days before hiring. Charges will be made through Hampshire County Council internal trading for HCC Organisations – Invoice for Commercial Hirers.

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DATE OF HIRE:

From &amp; To (Dates) .....

Times:.....

Destination: .....

Purpose of Hire: .....

Name of Organisation: .....

Name of Driver(s): .....

Driving Licence No(s): ..... Clean: YES/NO

MIDAS Certificate: YES/NO ..... D1: YES/NO

Address of organisation .....

..... Postcode: .....

Email address/contact name for internal trading document: .....

Telephone No: ..... Mobile: .....

We need to check driving licence penalties prior to hire. To do this we now need the driver(s) to give us a code from the website to access their licence details. The website address is <https://www.gov.uk/view-driving-licence>. The code you are given lasts 21 days.

Code number(s) for this hire .....

I give permission for Barncroft Primary School to check my details.

Signed ..... Dated .....

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Charges for Education All Day -	£20.00 + 80p per mile + VAT
Half Day -	£10.00 + 80p per mile + VAT

Charges for Commercial Organisations	£28.00 + 80p per mile + VAT
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Registration Number of Minibus: **HN10 ZZW or GC15 TVD**

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I have read and accept the conditions relating to the Hire of the Minibus as stated overleaf. I agree to abide by these conditions.

Signed ..... Date .....

**ALL DRIVERS SHOULD ENCLOSE A COPY OF THEIR DRIVING LICENCE AND MIDAS CERTIFICATE. IF DRIVING LICENCE DOES NOT INCLUDE A PHOTOGRAPH PLEASE ENCLOSE A COPY OF ANOTHER FORM OF PHOTO I.D. (E.G. COPY OF PASSPORT PHOTO)**

Booking confirmation will be sent in due course. Please check and advise of any changes immediately.

### **TERMS AND CONDITIONS**

1. These Terms and Conditions and the Application for the Hire of the Minibus constitute a rental agreement between myself and Barncroft Primary School.
2. I agree to rent the Minibus described on the rental application overleaf providing any such term is not permitted by law, in which case such law controls.
3. I agree to return the Minibus on the date overleaf or sooner on your demand.
4. The Minibus must be returned to Barncroft Primary School. An extra charge will be levied if the Minibus is not returned to Barncroft Primary School, unless alternative arrangements have been mutually agreed in advance.
5. I agree to pay the charges stated overleaf.
6. In the event of damage resulting from an accident to the minibus, I agree to pay the insurance excess of **£200**. This amount will be refunded if the recovery from another source is possible.
7. In the event of damage to the Minibus, both internal and external, which is not caused by an accident and not claimable from insurance, I agree to pay the full amount of repair, including tyre punctures or replacements. This will also include the cost of valeting the minibus if this is deemed necessary.
8. I acknowledge that the rental charge does not include fuel, which will be invoiced at a cost of **80 pence per mile**. Additional fuel put in the vehicle will be reimbursed on production of a receipt.
9. I agree to pay all fines, court costs and recovery expenses for parking, traffic and other violations.
10. I agree to pay additional rental charges if I fail to return the Minibus by the date and time stated overleaf.
11. I agree not to permit the Minibus to be used for hire or to carry passengers or property for hire, to tow or push anything, to be operated in a test, race or contest or on unpaved roads, or while under the influence of a controlled substance or contraband or for an illegal purpose, including the transportation of a controlled substance or contraband. A violation of this paragraph automatically terminates my rental and makes me liable to you for all the penalties, fines, forfeitures, and recovery and storage costs, including all related legal expenses.
12. Only the drivers named overleaf will drive the Minibus during the stated period of this hire. The minimum age for drivers is 21 when used by a school and 25 when loaned or hired to outside groups. Drivers should have no more than 5 penalty points on their licence for the last 5 years.
13. Schools will be protected by insurance on Hampshire County Council's fully comprehensive policy. Other organisations (e.g. voluntary, charitable or welfare groups) will also be covered. A copy of the insurance policy is available from Barncroft Primary School.
14. It is the responsibility of the driver to ensure that the vehicle is in a roadworthy condition at all times during the period of the hire.
15. I agree not to drive the Minibus outside of England, Scotland or Wales.

16. I agree that the Minibus can be repossessed at any times if found illegally parked, used to violate the laws and terms of this agreement, or appears to be abandoned. This re-possession will also apply if any statement overleaf is found to be fraudulent or a misrepresentation in order to hire the Minibus. Notification in advance is not required.
17. I agree that Barncroft Primary School is not responsible for loss or damage to any property left in or on the Minibus.
18. In the event of a breakdown. The Minibus is covered by Hampshire County Council's Fleet RAC Membership the card is kept inside the screen of the Minibus.