

# Twyford St Mary's

## Church of England Primary School

### **Lettings Policy 24-25**

#### **Purpose of the Policy**

The purpose of this policy is to promote the use of the school premises by the community as a means of integration with the community the school serves. This policy also seeks to establish and to recognise a fair and reasonable use of the school premises by different groups in the community.

#### **Responsibility for letting of School Property**

The governing body is responsible for the letting of the school premises, for lettings arrangements and for setting letting charges. The first priority for use of the school buildings after school hours is for school use. The second priority for use will be those organisations which comprise children from the school, or involve members of the school/ local community.

In practice the governors cannot personally vet each and every application and therefore delegate this authority to the headteacher, or in their absence the Senior Admin Officer.

#### **Refusal of hire**

The Governors (or the Headteacher) may refuse an application to hire the premises if;

- The premises are required by the School
- There has been any damage to the property, or breach of these conditions during previous use of the premises by the hirer
- For any other reason the governors deem it necessary or expedient to refuse/withdraw the permit
- No compensation shall be payable by the governors by reason of such a decision.

#### **Hiring of School Premises**

A Hire Agreement Form should be completed. By signing, the hirer will be covered by the Hampshire County Council's public liability insurance policy. 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 any damage to property or equipment.

#### **Rates for hire in appendix 7**

The school follows the Hampshire County Council recommendations regarding lettings charges.

## **Conditions of Hire**

- Compliance with conditions – the hirer (or the person / body to whom the hire is granted) shall be responsible for compliance with these conditions. Acceptance of the hire agreement is deemed to be acceptance of these conditions including payment of all charges.
- Safeguarding- all hirers of the premises must ensure their staff have a clear DBS check before working with children on the school site. Records of this must be passed on to the school to be held on our single central record. Hirers must agree to share any safeguarding concerns or referrals with the schools DSL team on the day the concern/referral is raised. The hirer must sign the school's Outside Agency Safeguarding checklist (appendix 5)
- Buildings - use of the buildings must be compatible with the limitations of the buildings.
- School Equipment – no use may be made of school apparatus such as PE equipment, pianos, kettles, etc without permission from the head teacher or delegated deputy.
- Fabric & Fittings – the fabric and fittings (including electrical installations) and contents of the premises shall not be interfered with in any way. The hirer shall (at the end of the hire periods) leave the property in a clean and tidy condition, all equipment (if given permission to use) being returned to the correct place of storage.
- Cancellation of hire – either by the school or the hirer are determined within the Hire Agreement Form
- Rights of access – the governing body (and its agents) reserve the right of access to the premises during the letting.
- Smoking/Vaping – smoking or vaping are not allowed anywhere on the school site.
- Following schools current risk assessment advice

**Date of Policy Approval: Summer 2024**

**Date of Next Review: Summer 2025**

## **APPENDIX 1**

### **CONDITIONS OF HIRE**

#### **1 Acceptance of conditions**

The hiring of Premises is permitted only on the following conditions. Acceptance of the hire agreement is deemed to be acceptance of these conditions.

#### **2 Compliance with conditions**

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

#### **3 Applications**

- 3.1 Applications for the hire of Premises should normally be made at least three weeks in advance.
- 3.2 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.
- 3.3 The Hirer shall satisfy itself that the facilities to be hired are suitable for his purposes.
- 3.4 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 School premises.

#### **4 DBS (Disclosure and Barring Service)**

Where the hire involves access to children:

- 4.1 The Hirer shall provide to the Governing Body no later than at the time of the Application:
  - 4.1.1 The names of all personnel who shall be supervising the activities, and
  - 4.1.2 Evidence of DBS clearance of all personnel who will be supervising the activities.
- 4.2 All supervising personnel must hold a valid DBS standard disclosure certificate unless otherwise agreed with the Governing Body.
- 4.3 The Hirer shall be responsible for keeping current and up to date the DBS checks and the DBS standard disclosure certificate on the supervising personnel.
- 4.4 The Hirer shall notify the School in writing in advance of any changes to the personnel
- 4.5 The Hirer will sign the school's Outside Agency Safeguarding Checklist (Appendix 5)

#### **5 Fabric and fittings**

- 5.1 The fabric and fittings (including electrical installations) and contents of the Premises shall not be interfered with in any way. The hirer shall, at the end of the hire period, leave the Premises in a tidy condition, all equipment being returned to the correct place of storage.
- 5.2 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.
- 5.3 The Headteacher reserves 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 Premises 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.

5.4 The Hirer shall, if so stipulated by the Headteacher, pay at the time of booking a refundable deposit to be held by the School 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 School premises not being left in a reasonably tidy condition. The proportion of the deposit to be retained will be decided by the Headteacher, whose decision will be final. Use of School equipment is subject to Hampshire County Council conditions, and a returnable deposit, payable to the School, of £100 is required.

## 6 **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.

## 7 **Hirer's property**

7.1 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 Headteacher, 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.

7.2 The Hirer shall be responsible for loss or damage to the Premises and contents therein.

7.3 The Hirer shall effect adequate insurance in respect of the liabilities and the loss or damage referred to respectively in Conditions 15 & 16

## 8 **Refusal of hire**

The Headteacher may refuse an application to hire the Premises if:

8.1 The premises are required by the School;

8.2 There has been any damage to the Premises or breach of these conditions during previous use of the Premises by the Hirer.

8.3 For any other reason the Headteacher deems it necessary or expedient to refuse the application.

## 9 **Cancellation by the school**

The School reserves the right to cancel any hire without notice. However, the School will, subject to exceptional circumstances, aim to give at least 4 weeks' notice to the Hirer should it become necessary to cancel or postpone a letting.

## 10 **Cancellation by the Hirer**

The Hirer must give at least four weeks' notice of cancellation to the School.. If any shorter period of notice is given, the following cancellation charges shall apply:

10 working days' written notification – 25% of hire charge

5 working days' written notification – 50% of hire charge

2 working days' written notification – 100% of hire charge

## 11 **Payment of charges**

11.1 All hire charges must be paid in advance.

11.2 The School reserves 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.

11.3 The Hirer shall, if so demanded, pay at the time of booking a refundable deposit to be held by the School against costs unavoidably incurred as the result of insufficient notice of the cancellation of a 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 Headteacher and her decision will be final.

## 12 **Statutory requirements**

12.1 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.

12.2 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.

12.3 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 indemnifies the County Council against any action for breach of copyright.

## **Security**

Where the Hirer is entrusted with keys to the School premises it will:

12.3.1 Nominate one key holder and one reserve key holder;

12.3.2 Ensure that the key holder does not lend, pass to any other person (except when necessary to reserve key holder) or copy the keys;

12.3.3 Ensure that whenever it leaves the School premises the premises are left secure;

12.3.4 Indemnify the School against any loss or damage which may be suffered as a result of any failure to comply with this clause including but not limited to costs of replacing keys and locks in the event that the keys are lost.

## 13 **Discrimination**

The Hirer agrees that it shall not discriminate against any person with respect to opportunity for employment or conditions of employment, because of age, culture, disability, gender, marital status, race, religion or sexual orientation, or any other protected characteristic.

## 14 **Attendance and behaviour**

14.1 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 will follow the instruction of the Headteacher to prevent admittance of excess numbers to the room.

**APPENDIX 2**  
**TERMS OF USE**

1. The School is prepared to grant non-exclusive use of the following rooms and/or outside space(s) with the use of the under mentioned facilities:

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2. The School reserves the right at any time to relocate these activities if operationally required within the School's premises or elsewhere.

3. Use of the rooms or open space(s) and facilities is to be exclusively in connection with the work undertaken by the Hirer and for no other purpose.

4. The Hirer should ensure that its staff behave in a responsible manner consistent with its presence on a school site and to ensure compliance with health, safety and welfare legislation.

5. The hirers of the premises must ensure their staff have a clear DBS check before working with children on the school site. Records of this must be passed on to the school to be held on our single central record.

6. The Hirer is required to share any safeguarding concerns or referrals with the schools DSL team on the day the concern/referral is raised.

7. The Hirer is required to keep the Premises together with its fixtures and fittings in a clean and tidy condition.

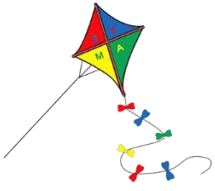
8. The Hirer must ensure the security of the Premises and at all times conform to the reasonable instructions by the School for the proper running of the building.

9. No alterations or additions are to be made to the Premises.

10. No signs or advertisements are to be displayed without the School's consent.

11. The Hirer will indemnify the County Council in respect of any loss or damage, injury, cost, charge or expense howsoever caused or incurred arising from its use of the Premises.

APPENDIX 3



# Twyford St Mary's

## Church of England Primary School

School Road, Twyford, Winchester, SO21 1QQ  
Telephone: 01962 713358  
Email: [adminoffice@twyford-pri.hants.sch.uk](mailto:adminoffice@twyford-pri.hants.sch.uk)  
[www.twyford-pri.hants.sch.uk](http://www.twyford-pri.hants.sch.uk)

### 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.

You have some legal rights in respect of the personal information we collect from you. Please see our website for further details. You can contact the school's Data Protection Officer at: [adminoffice@twyford-pri.hants.sch.uk](mailto:adminoffice@twyford-pri.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 & Role in Organisation	Organisation name
Organisation address	
Contact telephone number	Contact email address

## FACILITY REQUIRED

Tick to confirm

<b>£13 per club per hour</b>	
<b>£75 per day (upto 10 hours)</b>	
<b>Other (must be agreed with Governing Body)</b>	

Room/space(s) required (tick as applicable):

Hall	
Playground	
Field	
Other	

Duration of hire requested – for recurring hires (e.g. clubs) bookings are renewed on a termly basis

Day(s) of the week	
Frequency	
From (day/month/year)	
To (day/month/year)	

Times requested- please include set up and clearing down time

Hire start	
Hire end	

## HIRE DETAILS

Purpose of hire	
Number of people attending	
Will food be consumed on the premises?	
If yes- will this be prepared on or off the premises?	
Will music be played on the premises?	
Will electrical equipment be brought onto the premises? <i>If yes- please note equipment must be PAT tested by the hirer in advance</i>	



## **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 agreed on 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 required documentation and understand that my hire will not start until satisfactory documents are received by the school:

- Signed letting terms and conditions agreement
- Proof of indemnity as required by the letting terms and conditions agreement
- Signed keyholder agreement
- Signed child protection and safeguarding agreement
- First aid training information (if applicable)
- DBS information and Outside Agency Safeguarding Checklist completed

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

Signed (Applicant):

Name:

Date:

## **CONSENT FOR HIRE**

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

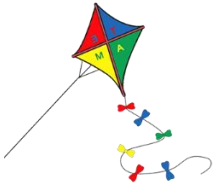
Signed:

Name:

Position:

Date:

APPENDIX 4



# Twyford St Mary's

## Church of England Primary School

School Road, Twyford, Winchester, SO21 1QQ  
Telephone: 01962 713358  
Email: [adminoffice@twyford-pri.hants.sch.uk](mailto:adminoffice@twyford-pri.hants.sch.uk)  
[www.twyford-pri.hants.sch.uk](http://www.twyford-pri.hants.sch.uk)

### **SCHOOL PREMISES HIRE AGREEMENT**

#### **Approved by Governors July 2024**

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 or holiday dates).*

Start Date: .....

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

Excluded Dates: .....

The governors ('the Governing Body') of Twyford St Mary's School permit:

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*[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 150 - Maximum club attendance is 30.

## **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. PERMITTED USE**

5.1 The Premises are only to be used for community activity approved by the Headteacher.

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 (PAT Testing). 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 in the car park or at the top of the school if after 4pm, 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 by the hall is included as part of the hire arrangements.

11.2 No access to school's playground fixed equipment.

## **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 out of normal school hours.

12.2 Use of the School's resources is not available save use of the defibrillator, accessible in the school office.

## **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 & VAPING**

15.1 The whole of the School premises (including the outdoor grounds of the School) is a non-smoking / non-vaping area, and smoking / vaping 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.

## **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:

£13 per club per hour

£75 per day (up to 10 hours)

These charges will come into effect from 1<sup>st</sup> September 2024 and will be payable by invoice in advance termly.

22.2 There will be a review at the end of the academic year 2024/2025 and yearly after that.

## **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.

Safeguarding- all hirers of the premises must ensure their staff have a clear DBS check before working with children on the school site. Records of this must be passed on to the school to be held on our single central record. Hirers must agree to share any safeguarding concerns or referrals with the schools DSL team on the day the concern/referral is raised. And an Outside Agency Safeguarding checklist has been completed with a TSM DSL.

## **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 the minimum is given and the minimum contract for this is **TO BE ADDED**

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

34.10 The School's Data Protection Officer can be contacted by email:

[adminoffice@twyford-pri.hants.sch.uk](mailto:adminoffice@twyford-pri.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

(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 or

I have read and understood the terms and conditions of hire and agree to abide by the aforementioned terms and conditions in this agreement.

Authorised Signature \_\_\_\_\_

Print name \_\_\_\_\_

On behalf of (company name)

Signed on behalf of the School \_\_\_\_\_

Date \_\_\_\_\_

## **TERMINATION CLAUSES FOR BEFORE AND AFTER SCHOOL CLUBS**

(Child Care Provision)

### **35. BREACH OF CONDITIONS AND TERMINATION**

35.1 If at any time the Hirer has committed a breach of the hire agreement which is capable of remedy then the School may serve a warning notice on the Hirer specifying the nature of the breach and the actions that the Hirer is required to take in order to remedy the breach within a specified time scale (the Warning Notice).

35.2 Within 7 days of receipt of a Warning Notice the Hirer shall be required to provide the School with an action plan in writing setting out details and remedies of the breach as required by the Warning Notice.

35.3 During the Warning Notice period the School shall monitor the Hirer until such time as the Hirer has demonstrated, to the reasonable satisfaction of the School that it has rectified and remedied the breach in accordance with the Warning Notice.

35.4 If the Hirer fails to comply with a Warning Notice or has committed a breach which is incapable of remedy the School may give notice in writing terminating the hire agreement ("Termination Notice") with immediate effect. [A Termination Notice shall take effect [insert number of weeks] from its date.

35.5 The School shall be entitled to terminate the hire agreement with immediate effect in the event the Hirer becomes insolvent, or it 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.

## **SPECIAL CONDITIONS FROM SCHOOL POLICY**

- Compliance with conditions – the hirer (or the person / body to whom the hire is granted) shall be responsible for compliance with these conditions. Acceptance of the hire agreement is deemed to be acceptance of these conditions including payment of all charges.
- Buildings - use of the buildings must be compatible with the limitations of the buildings.
- School Equipment – no use may be made of school apparatus such as PE equipment, pianos, kettles, etc without permission from the Headteacher or delegated leader.
- Fabric & Fittings – the fabric and fittings (including electrical installations) and contents of the premises shall not be interfered with in any way. The hirer shall (at the end of the hire periods) leave the property in a clean and tidy condition, all equipment (if given permission to use) being returned to the correct place of storage.
- Cancellation of hire – either by the school or the hirer are determined within the Hire Agreement Form
- Rights of access – the Governing body (and its agents) reserve the right of access to the premises during the letting.
- Smoking / Vaping – smoking / vaping is not allowed on site.
- No parking is provided for clubs on school site
- Following schools current risk assessment advice

## **Special Conditions**

### **Child Care Provision**

#### **Before and After School Childcare Outside Agency Provision**

##### **1. Summary**

The Outside Provider must:

- Deliver out of school childcare that is “good” or “outstanding”;
- Initially deliver up to 30 places for children
- Be registered with Ofsted
- Provide a flexible service to meet the community needs
- Sign the Hire agreement with the School for the use of the Premises;
- Involve the local community in the delivery of the services.

##### **2. Quality requirements**

2.1 The Provider must fulfil the registration requirements of Ofsted through meeting the Early Years Foundation Stage and Childcare Register

2.2 The provider must work with the School and be prepared to meet with representatives from the School to discuss services and work together to ensure the successful transition of those children who attend the out of school provision

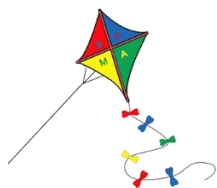
##### **3. Monitoring**

3.1 The Provider must attend monitoring meetings with the Schools representative. The meetings will take place as required but will be on a termly basis in the first year with a higher frequency in the first months if required

3.2 The monitoring meetings will include

- Number of children on roll
- Staff structure with names and qualifications
- Income and expenditure report
- Development plan
- Ofsted outcome (when appropriate)

APPENDIX 5



# Twyford St Mary's

## Church of England Primary School

### Outside Agency Safeguarding checklist

**Date:**

	Notes	Signed Twyford St Marys DSL	Signed Club leader
DBS checks have been carried out on all named staff members who lead the club and they are on the schools single central records.			
DSL and administration have seen the relevant qualifications for all leaders/staff of the club.			
DSL and administration have seen photo ID for all leaders/staff of the club.			
Club leader can name the staff on the Twyford St Mary's DSL team.			
Club leader can articulate where to find the Twyford St Mary's paper based safeguarding referral form.			
Club leader has read the Twyford St Mary's safeguarding guidance poster.			
Club leader has shared the named safeguarding leader for their sessions with the Twyford St Mary's DSL.			
Club leader will share any safeguarding concerns relating to Twyford St Marys pupils with a DSL on the day of the incident/disclosure/concern.			
Club leader will share any significant behavioural incidents relating to Twyford St Marys pupils with a DSL on the day of the incident/disclosure/concern.			

## APPENDIX 6

### 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 any third party claims involving injury to persons and/or damage to property.

#### **A INJURY TO PERSONS OR PROPERTY**

- 1 The Hirer shall indemnify the County Council against all claims for damages, compensation and/or costs in respect of:
  - 1.1 Bodily injury or illness to third parties, including the County Council's servants and agents and/or
  - 1.2 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 hiring except where otherwise agreed
  - £5 million for non-commercial hiring

#### **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 are the property of the County Council, except when loss or damage to the Premises or contents are as a result of the negligence of the School or County Council.
- 2 The Hirer shall effect adequate insurance to cover this liability with a minimum limit of indemnity of
  - £10 million for commercial hiring except where otherwise agreed
  - £5 million for non-commercial hiring
- 3 Hirers must produce evidence that the required insurance cover is in place at least 7 days before the event.

#### **NON-COMMERCIALHIRER**

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 the 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.

**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, it must take out this cover for itself.
- Personal accident – cover for participants in the Hirer's activity where they have been injured as a result of a pure accident and there is no negligence on the part of the Hirer.

## APPENDIX 7

### CHARGES

#### Hire of site, Hall/field or booked in school space:

PTA	-	Free of Charge
All other organisations	-	£13 per hour or part thereof
	-	£75 daily charge for up to 10 hours