

Uplands Primary School

Lettings Policy- including Conditions

Date renewed: May 2025

Date for renewal: May 2026



Introduction

1. The Governing Body of Uplands Primary School is keen to see that the premises of our school are used for the benefit of the whole local community. The education of children is our prime purpose, however we believe education is a lifelong process which should be open and accessible to all.

Aims

2. The aims of this policy are:

- a. To install a fair system for letting's charges.
- b. To discuss and have signed by the user group representative a clear, written, 'Terms and Conditions Agreement' produced by Uplands Primary School.
- c. To provide the user with information regarding VAT charges and lettings charges as soon as they are available.
- d. To provide a safe setting for the user groups in compliance with Health and Safety guidelines.
- e. To ensure user groups have their own Public Liability Insurance, with a minimum value of 10 million pounds Public Liability Insurance.
- f. Give adequate notice of cancellation for use of premises to user groups, to enable them time to make alternative arrangements.
- g. To ensure user groups receive their lettings invoice on a regular basis each term, (this to be paid immediately on receipt).
- h. To ensure that the use of buildings by Hirers will not jeopardize the educational use of the school and that Hirers will respect the facilities provided for them.
- i. To ensure that the costs associated with lettings of the buildings and or grounds are fully recouped from fees and community subsidy.

Letting Terms and Conditions

3. The Hirer must conform to the letting terms that are detailed in the hire conditions, which is an attachment to this policy at Annex A.

4. The use of the premises must not interfere with the proper working of the school or impair its efficiency.

Review of Lettings charges

5. The Lettings charges shall be reviewed on an annual basis every spring by the Governors Finance Committee. All user groups will be informed of any changes prior to signing a new agreement each new financial year but charges will run from September to July, based on the academic year.

6. The Board of Governors/Headteacher or their Assistant has the right to offer a discount to community organisations if it is felt to be appropriate. If this is done, a copy of the full amount that they should be charged will be given, along with the amount of the discount.

Lettings charges

7. The charges will be guided by the governing body's guidelines of suggested lettings charges for community use of schools and for the costs involved to the school. Level 1 is for community groups comprising of children under 18 and the elderly or people with registered disabilities and registered youth groups. Level 2 charges are for other community groups. The charges comprise of two types of hourly charges, concurrent use (any let that takes place inside normal school hours and when the Site Manager would be on site). A non-concurrent letting is a let that takes place that involves the Site Manager having to work additional hours, (after 6 pm). In addition to the non-concurrent rate, $\frac{1}{4}$ of an hour will be added to enable the Site Manager to lock up the premises after the user group has left.

Payment

8. Charges will vary depending on the hiring group, for example:-

- a. Hirers having single occupancy of the school site;
- b. Hirers utilising facilities on multiple letting periods;
- c. Commercial lets where payment to the Hirer is received;
- d. Hires approved for a public holiday or a Tuesday following a bank holiday.

Insurance

9. Hampshire County Council has an insurance policy which covers lettings in schools (see Annex B). The insurance operates only for the duration of the lettings taking place under the provisions of the lettings regulations. It is a Public Liability Policy and covers the legal liabilities of the user.

10. Up to date details can be obtained from the school office.

Defining the type of letting for VAT purposes

11. Hampshire County Council is responsible to HM Revenue & Customs for ensuring that VAT regulations are correctly applied to all lettings of school facilities. Standard rated means that VAT has to be added to the hire charge, currently at the rate of 20%. VAT exempt means that VAT does not have to be charged.

12. **General Lettings** of an open space such as a field, hall or room are VAT exempt. This also applies to the use of a room with table and chairs. General lettings become standard rate if the Hirer requires use of school facilities such as a projector, computer, a kitchen, or other equipment during the let.

13. **Sports Lettings:** A sport's let is defined as a physical activity undertaken in a space adapted for physical activities and is standard rated. If a school hall has fixed equipment attached to the walls of their hall, it is classed as a standard ratable facility. The definition of a sports activity is provided as a list to the school Finance Officer. If an activity is not defined on the list, the Finance Officer will refer to the HCC Treasury department for guidance.

14. A sport's let may become exempt if the Hirer can comply with the conditions set out in a standard HCC letter sent to them with the Terms and Conditions Hire Form. This letter must be

signed and returned to the Finance Officer by the end of the current school term in which the Hirer commences first use of the premises at Uplands Primary School.

Termination of a Letting

15. Uplands Primary School reserve the right to terminate any letting by a Hirer, if it is deemed that the group has violated the terms and conditions of the hire agreement.

16. A period of 4 weeks must be given by a Hirer if they wish to terminate their contract. This should be in writing to the Headteacher, acting for the Governors.

DBS Checks and Health and Safety Risk Assessment Forms

17. It is a requirement of Hampshire County Council that all persons working with children should be in possession of a DBS Certificate. Uplands Primary School office will need to retain the serial number of the DBS check for their files.

18. The Hirer will adhere to all safeguarding and health & safety requirements as required by the school.

19. Uplands Primary School requires a copy of the Hirer's own risk assessment form for their health and safety files.

Annex A - Conditions of Hire



Acceptance of conditions

1. The hiring of our school premises is permitted by the Governing Body only on the conditions outlined in the following regulations and in the Lettings Policy. Acceptance of the hire agreement is deemed to be acceptance of these conditions and that rules will be adhered to at all times.

Compliance with conditions

2. In these conditions:

- a. The Hirer (the person signing the application form on behalf of their organisation or body to whom the hire is granted) shall be responsible for ensuring compliance with these terms conditions of our lettings policy are adhered to.
- b. 'School' means the school identified at the head of this document. 'County Council' means Hampshire County Council.

Applications

3. Applications for the hire of premises should normally be made at least 4 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.

- a. The Hirer shall satisfy themselves that the facilities to be hired are suitable for their purposes.
- b. The Hirer acknowledges that it will not have exclusive use of the site.

Insurance

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

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

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

6. The Hirer shall effect adequate insurance in respect of the liabilities and the loss or damage referred to respectively in conditions 4 and 9. Please see Annex B attached.

7. The Hirer will adhere to all Health & Safety requirements as required by the school.

Hall/sports hall

8. No school games equipment may be used without permission from the school. If permission is given, 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.

School Equipment

9. No use may be made of apparatus such as staging, pianos etc; without specific permission. Breakages and damage will be charged separately.

Fabric and fittings

10. The fabric and fittings (including electrical installations) and contents of the premises shall not be interfered with in any way. No treatment shall be given to prepare a floor for dancing and the wearing of stiletto heels is prohibited. Only authorised persons shall use steps or ladders. No nails or screws shall be driven into the walls, floors, ceilings, furniture or fittings, and no placards shall be affixed to any part of the premises. The School's furniture (other than chairs in the hired accommodation) and equipment shall not be moved except by prior arrangement. Official exit ways must be kept clear at all times. Any alterations or addition to the School's lighting or electrical heating systems is strictly forbidden, except with the written consent of the Headteacher. Consent may be subject to conditions, which the Hirer will be required to observe. The Hirer shall, at the end of the hire period, leave the accommodation in the condition it was found in. All equipment, (if given permission to use) being returned to the correct place of storage.

Storage

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

Hirer's property

12. 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 is responsible for the safeguarding, security and safe keeping of all items belonging to the Hirer, its guests / delegates or third parties engaged by it. The School accepts no responsibility for such items.

13. Furniture must not be removed from the school building without prior permission or clearance from the site supervisor.

Attendance and Behaviour

14. No person under the age of 16 years is permitted on the premises without adequate adult care and supervision.

15. The Hirer shall ensure that at all times the number of persons using the premises does not exceed that for which the application was made and approved.

Safeguarding Statement

16. It is the Hirers responsibility to ensure they have appropriate procedures and policies (DBS certificate, Public Liability insurance) in place to safeguard children.

17. 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 premises. The Hirer shall be liable for damage caused by the unruly or inappropriate behaviour.

18. The School reserves the right to exclude individuals or companies that it considers undesirable or inappropriate. The Head-teacher reserves the right to require a representative to be

in attendance for the preservation of good order and safety and to recover from the Hirer any additional expenses incurred as a result of this condition. If the Head-teacher's representative considers the behaviour of the Hirer, its guest / delegates or third party contractors to be unreasonable, then the representative may cancel and / or terminate the event with immediate effect and the School shall not be obliged to refund any part of the Hire charge.

Injury

19. The Hirer is responsible for informing school of any person sustaining injury or loss on the school premises during the period of the let. This information must be presented in writing with 24 hours of the event. Any further information required by the Governing Body must be made available on request.

Smoking

20. There should be no smoking at any time in the building or any part of Uplands Primary School site.

21. The use or charging of electronic cigarettes on site is also not permitted.

Food and Drink

22. If food and drink is to be consumed as part of the letting, separate hire facilities will need to be negotiated.

23. The requirements of the school Governing Body on or in connection with the issue of licenses for public dancing, music or public entertainment must be strictly fulfilled. If a Hirer is uncertain as to the application of any of the licensing regulations they should obtain further information from the Chief Health & Regulatory Services Officer at the Fareham Borough Council on 01329 236100.

Alcohol

24. In no circumstances shall alcoholic drinks be brought on or consumed at any function without prior written consent of the governors. Permission will be granted only in exceptional circumstances. Alcohol can only be sold or supplied at schools with a Single Premises License. Applications must be made in writing at the time the Hirer applies for the use of the premises and must give at least one month's notice. Only persons with a Personal License can be authorised to supply alcohol. Details of the license holder must be made available at the time of application. If the governors grant permission for alcoholic drinks to be sold it will be the Hirer's responsibility to apply to the local licensing authority (10 days notice required) for a Temporary Event License and/or to comply with any other condition of the school's Single Premises License. The Hirer will also be responsible for the payment of any fees charged by the licensing authority. The Hirer agrees to comply with all conditions and limitations attached to the Temporary Event Notice he obtains. The school will ask to hold a copy of a Temporary Events Notice prior to the letting.

Gambling

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

Caretaker or Site Supervisor

26. The caretaker is instructed by the governors to ensure that the conditions of hire are fully complied with. All reasonable instructions given by the site supervisor on duty must therefore be followed.

27. It is the responsibility of the Hirer to ensure that any area of the accommodation used in the course of the letting (including outdoors as well as indoors) is left in the condition in which it was found and is maintained in a safe condition during the letting.

Emergency evacuation procedures

28. 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, bomb warning or any other threat to safety. Fire and other exits must be kept clear at all times. The Hirer is responsible for ensuring that persons attending are made aware of the evacuation procedures.

Changes in accommodation

29. Use of the premises is limited to the accommodation hired and necessary facilities such as toilets. No alterations or additions to the electrical installations. With previous consent in writing you can use additional staging, curtaining and scenery, but the premises must be returned to their original state immediately after usage at the expense of the Hirer. Where any use involves the erection and/or dismantling of stage this will be carried out by the Hirer. Car parking is permitted in designated areas of the premises subject to availability. The school reserves the right to provide alternative equivalent accommodation and to change access routes as the need arises.

Booking Arrangements

30. Any over run of the booking time will be charged for the next 30 minutes. Facilities under normal circumstances will be available 10 minutes before and 10 minutes after the hire period.

31. Activities should normally finish by 9pm but where exceptional use is required beyond this time, approval may be given at the discretion of the governing body

Refusal of hire

32. The governors may refuse an application to hire the premises if :-

- a. The premises are required by the School
- b. There has been any damage to the property or breach of these conditions during previous use of the premises by the Hirer
- c. For any other reason the governors deem it necessary or expedient to refuse the application

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

Cancellation by the governors

34. The School reserve the right to cancel any hiring without notice if:-

- a. The school will, due to circumstances outside their control, be closed/unavailable for the hire period or
- b. The Hirer has failed to disclose material information concerning the proposed hiring, or
- c. There are reasonable grounds to conclude that the Conditions of Hire may be breached to a material extent.

35. In the event of a., all hiring fees will be refunded to the Hirer, but the School shall have no further liability to the Hirer. In the event of (ii) and (iii), any refund of hiring fees shall be at the discretion of the School.

36. 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

Payment of charges

37. All hire charges must be paid immediately on receipt of the invoice being issued. This invoice will be issued at the beginning of each month for all the Hirers that are to take place in that month.

38. 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.

Termination of a Letting

39. Uplands Primary School reserve the right to terminate any letting by a user group, if it is deemed that the group has violated the terms and conditions of the hire agreement.

40. A period of 4 weeks must be given by a user group if they wish to terminate their contract.

Statutory requirements

41. 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 Uplands Primary School). For such events, permission must be sought from the board of Governors at Uplands Primary school. It is the Hirer's responsibility to inform the local Council's Licensing Officer and obtain the appropriate license. 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.

42. 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 owner of the copyright has been obtained by the Hirer.

Rights of access

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

44. 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:

- a. Causing intentional damage to the school, its equipment or any personal belongings of other users.
- b. Violent, threatening or abusive behaviour to a member of staff or other users.
- c. Theft of any property belonging to the school or other users.
- d. Disruptive behaviour which is interfering with the activities of others.

- e. Behaviour which puts at risk the health, safety or well-being of others.
 - f. Behaviour which is deemed to be offensive and/or results in complaints from users.
 - g. Refusal to follow reasonable directions from the caretaker or other members of the school's staff.
 - h. Non-payment of school invoices.
 - i. Any other behaviour which is considered inappropriate to the smooth and efficient operation of the school, or against the interest of all users.
45. 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.
46. The Hirer may not assign or sublet the hire of the school.



Annex B Insurance Requirements

1. This annex shows the insurance required of Hirers and details of the cover provided for non-commercial Hirers through the County Council's Insurance Policy.

Hirer's Insurance – Indemnity Clause

2. 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.

Injury to Persons or Property

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

a. Bodily injury or illness to Third Parties, including the County Council's servants and agents and / or

b. Damage or loss to Third Party property caused by, or arising out of, or being incidental to the Hirer's use of the premises.

4. The Hirer shall effect adequate insurance to cover this liability with a minimum limit of indemnity of

a. £10 million for commercial hirings except where otherwise agreed.

b. £5 million for non-commercial hirings.

Damage to Premises and Equipment

5. 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.

6. The Hirer shall effect adequate insurance to cover this liability with a minimum limit of indemnity of

a. £10 million for commercial hirings except where otherwise agreed.

b. £5 million for non-commercial hirings

7. Hirers must produce evidence that the required insurance cover is in place at least 7 days before the event.

Non-Commercial Hirers

8. Due to difficulties experienced by non-commercial Hirers in arranging Public Liability Insurance with a Limit of Indemnity of at least £5 million (the lowest limit acceptable for use of Hampshire County Council premises) the County Council has arranged for the following policy, and Hirers who cannot produce evidence of Public Liability insurance, must as a condition of the proposed hiring, accept the Hirer's Insurance arranged by Hampshire County Council, (provided they do not fall within the definition of the exclusions listed below)

HAMPSHIRE COUNTY COUNCIL – ON BEHALF OF NON-COMMERCIAL INDIVIDUALS AND ORGANISATIONS HIRING COUNTY COUNCIL SCHOOLS, COMMUNITY COLLEGES, EDUCATION CENTRES AND OTHER HAMPSHIRE COUNTY COUNCIL PROPERTIES

Operative Clause

9. 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

10. For loss / damage caused other than by Fire or Explosion, cover is subject to an Excess of £100.

11. Damage resulting from Fire or Explosion is limited to £5 million.

Exclusions

12. Political Meetings and Professional Entertainment, Promotions, Commercial, business or trade hiring.

Note

13. This is a public liability insurance policy. It does not provide cover for:

- a. Employers Liability – If the Hirer has employees the Hirer must provide this cover.
- b. Professional negligence of the Hirer – if the Hirer is providing a professional service, it must take out this cover for itself.
- c. Personal Accident – cover for participants in the Hirer's activity where they have been injured as a result of a pure accident and there is no negligence on the part of the Hirer.