



## Lettings Policy.

### Christian Values:

The specific Christian Values of **Love**, **Respect** and **Courage** underpin, and are intrinsic to the ethos and belief of Saint James Church of England Primary School.

### Our Vision:

At Saint James we accept challenges, take risks and work to make to make positive change in ourselves and our community. Focusing on building resilience and compassionate relationships allows everyone to flourish. Using our Christian values to guide us, we develop skills to navigate rough seas and transform our world. **'Be strong and courageous and do it'** - *1 Chronicles 28:20*

### Introduction

The Governing Body regards the school buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible. However, the overriding aim of the Governing Body is to support the school in providing the best possible education for its pupils and any lettings of the premises to outside organisations will be considered with this in mind.

The school's delegated budget (which is provided for the education of its pupils) will not be used to subsidise any lettings by community or commercial organisations. A charge will be levied to meet the additional costs incurred by the school in respect of any lettings of the premises. As a minimum, the actual cost to the school of any use of the premises by an outside organisation must be reimbursed to the school's budget.

### Definition of a Letting

A letting may be defined as "any use of the school premises (buildings and grounds) by either a community group (such as a local music group or football team), or a commercial organisation (such as the local branch of 'Weight Watchers')". A letting must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

Use of the premises for activities such as staff meetings, parents' meetings, Governing Body meetings and extra-curricular activities of pupils supervised by school staff, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school's delegated budget, however extra-curricular activities need to follow the procedures outlined in part 1 of the administrative process below.

### Charges for a Letting

The Governing Body is responsible for setting charges for the letting of the school premises. A charge will be levied which covers the following:

- ◆ Cost of services (heating and lighting);
- ◆ Cost of staffing (security, caretaking and cleaning) - including "on-costs";
- ◆ Cost of administration;
- ◆ Cost of "wear and tear";
- ◆ Cost of use of school equipment (if applicable); and
- ◆ Profit element (if appropriate).



Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the organisations involved.

The specific charge levied by the school will be reviewed annually, during the summer term, by the Resources Committee for implementation from the beginning of the next academic year, with effect from 1 September of that year. Current charges will be provided in advance of any letting being agreed.

### **VAT**

We will include charges for VAT at the applicable rate as advised by national school VAT manual and take advice from Hampshire County Council VAT advisors if needed.

In general, the letting of rooms, including the school hall, for non-sporting activities is exempt from VAT. Sport facility letting charges are normally subject to VAT. In some circumstances, there may be applicable VAT exemptions if certain criteria are satisfied; these do not apply to commercial organisations.

### **Management and Administration of Lettings**

The Head Teacher is responsible for the management of lettings, in accordance with the Governing Body's policy. Where appropriate, the Head Teacher may delegate all or part of this responsibility to other members of staff whilst still retaining overall responsibility for the lettings process.

If the Head Teacher has any concern about whether a particular request for a letting is appropriate or not, he will consult with the Chair of Governors who is empowered to determine the issue on behalf of the Governing Body.

### **The Administrative Process**

Organisations seeking to hire the school premises should approach the Head Teacher (or other designated member of staff), who will identify their requirements and clarify the facilities available.

The Head Teacher (with the consent of the Governing Body) has the absolute right to refuse an application, and no letting should be regarded as "booked" until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.

The proposed letting can either be for:

- 1) An after-school club operated by the School. In this case the form set out at Appendix 1 must be completed and provided to the Head Teacher or delegated member of staff. No activities should start until after the form has been completed and approval given.
- 2) Any other purpose. In this case the hirer must complete the lettings form set out in Appendix 2 and submit this to the Head Teacher or delegated member of staff (via the school office).

Once a letting has been approved, a letter of confirmation will be sent to the hirer, setting out full details of the letting and enclosing a copy of the terms and conditions and the hire agreement.

The letting should not take place until the signed agreement has been returned to the school. The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the Governing Body's current scale of charges.

The hirer should be a named individual and the agreement should be in their name, giving their permanent private address. This avoids any slight risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure.



The rest of this document is primarily set out for option 2 bookings, but staff leading extra-curricular activities are expected to make themselves aware of the contents.

### **Charges**

Hire charges are reviewed annually and the current charge is set out in the Hire Agreement. All lettings fees which are received by the school will be paid into the school's individual bank account, in order to offset the costs of services, staffing etc (which are funded from the school's delegated budget). Income and expenditure associated with lettings will be regularly monitored to ensure that at least a "break even" situation is being achieved.

### **Variation of Scales of Charges and Cancellations**

The Hirer acknowledges that (i) the charges given may be increased from time to time (they will be reviewed by the Governing Body on an annual basis); and (ii) the cancellation rights are set out in clause 19 of the terms and conditions of hire (set out at Appendix 2). It is the Hirer's responsibility to notify parents in writing (where appropriate) of any changes in dates or venues at least a week in advance.

### **Terms and Conditions for the hire of school premises.**

All terms and conditions set out below must be adhered to. The "Hirer" shall be the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

### **Status of the Hirer**

Lettings will not be made to persons under the age of 18, or to any individual, organisation or group with an unlawful or extremist background.

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 to them or of creating any tenancy between the school and the hirer.

If a particular letting involves contact with the school's pupils, all personnel involved must undergo a DBS check, in accordance with departmental and national guidance. These checks must be made by prior arrangement with the Head Teacher and we recommended this is requested with at least half a term's notice. No such booking will be allowed to go ahead unless the results of the DBS check have been received.

Any adults working with the school's pupils (for example, at an after school sports club) must be appropriately qualified. Sports coaches must follow the Local Authority's ("LA") guidelines for working in schools.

### **Priority of Use**

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

### **Public Safety**

The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct, and - where applicable - the Hirer must adhere to the correct adult/pupil ratios at all times.

### **Own Risk**

It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.



### **Damage, Loss or Injury**

The Hirer requires appropriate 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 letting. Full details of insurance required can be found in the terms and conditions of hire set out in Appendix 2.

If the Governors have agreed for a Letting to be free of charge this does not affect the need for insurance or any other terms of letting.

Neither the school, nor the LA, will be responsible for any injury to persons or damage to property arising out of the letting of the premises.

### **School Equipment**

This can only be used if requested on the initial application form, and if its use is approved by the Head Teacher. Responsible adults must supervise the use of any equipment which is issued and ensure its safe return. The Hirer is liable for any damage, loss or theft of school equipment they are using, and for the equipment's safe and appropriate use.

### **Electrical Equipment**

Any electrical equipment brought by the Hirer onto the school site MUST comply with the LA code of practice for portable electrical appliance equipment. Accordingly, electrical equipment must either have a certificate of safety from a qualified electrical engineer or be inspected by the LA (which the Hirer would need organise directly). The intention to use any electrical equipment must be notified on the application.

### **Toilet Facilities**

Access to the school's toilet facilities is included as part of the hire arrangements.

### **First Aid Facilities**

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. Use of the schools resources is not available.

### **Food and Drink**

Unless approved in the confirmation letter form no food or drink may be prepared or consumed on the property, in line with current food hygiene regulations. All litter must be placed in the bins provided. Please see the terms and conditions of hire for full details relating to alcohol and use of the catering facilities.

### **Copyright or Performing Rights**

The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the school and the LA against all sums of money which they may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

### **Security**

The school (with consent from the Governors) will hire and pay for a person to be responsible for the security of the premises before, during and after the hire, and for the cleaning of the premises after its use. This cost will be taken into account when charging for the letting. If no suitable person can be employed, then the letting will not be allowed or will be cancelled.



Only named key holders may operate the security system. Keys should not be passed to any other person without direct permission of the Governing Body of the school.

#### **Right of Access**

The Governing Body reserves the right of access to the premises during any letting and, in addition, appoints the Head Teacher, Deputy Head Teacher, Assistant Head Teacher as its agents to be able to monitor activities from time to time without prior notice being given.

#### **Conclusion of the Letting**

The Hirer shall, at the end of the hire period, leave the accommodation in a tidy condition, all equipment being returned to the correct place of storage. If this condition is not adhered to an additional cost may be charged.

#### **Vacation of Premises**

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult.

In the event the premises are not vacated promptly the Governors reserve the right to charge additional hourly rates for any overrun in the booking. All such charges shall be rounded up to the nearest half-hour.

In the event of an emergency, occupants must leave the school by the nearest exit and assemble on the school playground at the side of the school. The Hirer must have immediate access to participants' emergency contact details and have access to a mobile telephone for use in the event of an emergency. Hirers are responsible for familiarising themselves with emergency exits and must ensure that participants are aware of evacuation procedures.

#### **Promotional Literature/Newsletters**

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 distribution by the Hirer.

**Approved by the Resources Committee :**

**Review Period: Annually**

**Review Date: May 2024**



**APPENDIX 1 – Lettings Form to be used by Saint James School Clubs Only**

**CLUB NAME**

Proposed timing of activity: .....

The above named after school club has ensured that:

All activities are supervised at all times by an appropriately qualified individual.

All adults with access to children taking part in the hirer's activities have valid enhanced DBS disclosure certificates in line with current guidance and any issues raised through these checks have been brought to the attention of the school

Please provide details of all club staff working at Saint James CofE Primary School

Full Name      DBS Disclosure   Disclosure                      Number                      Date

.....

.....

.....

Relevant Health and Safety training has been undertaken by all adults involved in the club/activity

Club/activity staff are qualified to an appropriate level of first aid to ensure an adequate provision of first aid is provided during the club/activity

Risk Assessments are in place for the club/activity

The club/activity will be led by a coach holding a Level 2 (or above) qualification relevant to the club/activity

Signed: .....(Club Organiser)    Date: .....

Approved: .....(Head Teacher)    Date:.....

Insurance Cover meets Hampshire County Council criteria



**APPENDIX 2 – Application form for hire of facilities at Saint James Primary School**



**Application for the hire of facilities at Saint James Primary School**

*The application should be sent to the school and should normally be made at least 14 days before hiring is required.*

Name and address of applicant \_\_\_\_\_

(to whom correspondence can be sent) \_\_\_\_\_

\_\_\_\_\_

Telephone number \_\_\_\_\_ Postcode \_\_\_\_\_

Email address:

Name of organisation and position within organisation (if applicable) \_\_\_\_\_

\_\_\_\_\_

**Facilities required**

Hall  Playground  Field  Other (classroom)

Purpose of hire

Apart from organisers, is the proposed hire exclusively for:

Young persons under 18 or members of

YES / NO

Older persons group or

YES / NO

a registered youth group

adult with disabilities

**Date(s) required**

**Time from**

**to**

**Declaration**

- 1 I have read and accept the school's conditions of hire, and agreed to abide by these and any special conditions communicated to me.
- 2 I agree to indemnify the County Council against any accidents or damage to County Council property or injury to persons which may be incurred as a result of the hiring unless caused by the negligence or breach of statutory duty of the County Council.



- 3 **For non-commercial hirers only;** I understand that the County Council have taken out a policy of insurance, brief details of which have been supplied to me, which provides an indemnity for my legal liability for accidents, damage and injury subject to the exclusions set out in the Annex.
- 4 I enclose a copy or copies of appropriate qualifications held by the person(s) running the activities (where appropriate) in support of this application.
- 5 I accept that an additional charge may be made in respect of damage caused to the building or school property through negligence or wilful intent.
- 6 I understand that there will be a minimum charge unless there is a concurrent hirer.
- 7 I agree to the payment conditions.
- 8 I am over 18.

Signed \_\_\_\_\_ Name in full \_\_\_\_\_ Date \_\_\_\_\_

----- This section will be returned to you as confirmation or otherwise of the letting. It is **not** an invoice.

Name \_\_\_\_\_

Address \_\_\_\_\_

Approval is given/not given to your application to hire \_\_\_\_\_ (facilities)  
at

\_\_\_\_\_ School on \_\_\_\_\_

The charge will be £ \_\_\_\_\_ starting at \_\_\_\_\_ hours and finishing at \_\_\_\_\_ hours, unless the minimum charge applies or the period of letting exceeded. An invoice for the actual charge will be [issued **after** the hire/at the start of term for a reoccurring booking] .



### **APPENDIX 3 – HCC Conditions of hire**

#### **Conditions of Hire**

Saint James Primary School

(These should be amended as appropriate)

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.

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 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.

5 The Hirer shall satisfy himself that the facilities to be hired are suitable for his 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 Main Hall

Only suitable footwear should be worn in the hall. 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 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.

8 Grass sports pitches and MUGA (multi-use games area)

(i) These facilities should be used for their intended purposes only ie. participation in formal and informal play and sport.



- (ii) The field (subject to sanction) and MUGA areas shall be hired, together with access to toilets and changing accommodation at the School. The Hirer shall not have any access to any other parts of the School.
- (iii) The grass sports pitch shall be marked out for that sport and the hard court multi-use games area may have indicative markings for sports like netball, basketball, tennis and small-sided football. No additional marks shall be made to the sports pitch or hard court areas by the hirer.
- (iv) The field (subject to sanction) shall have a limited playing capacity. The School reserves the right to restrict use of the grass sports pitch to protect it during inclement weather; when damaged or under repair; when waterlogged; or to fit in with the School curriculum or School demands.
- (v) Litter must be removed from the facility at the end of the hire session.

## 9 Catering facilities

The Hirer must agree to the contractual, hygiene and health and safety obligations set out by the School 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.

## 10 School equipment

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

## 11 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. 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 arrangements. Official exit ways must be kept clear at all times. Any alteration or addition to the School's lighting or electrical heating systems is strictly forbidden, except with the written consent of the headteacher. Consent may be subject to conditions, which the Hirer will be required to observe. The Hirer shall, at the end of the hire period, leave the accommodation in a reasonable tidy condition, all equipment being returned to the correct place of storage.

- 12 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.

## 13 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.

## 14 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.



15 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.

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

17 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 Annexe to this section for explanatory notes on insurance).

18 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 refuse the application.

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

19 Cancellation

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

- (i) the accommodation will, due to circumstances outside their control, be unavailable for the hire period or
- (ii) the Hirer has failed to disclose material information concerning the proposed hiring, or
- (iii) there are reasonable grounds to conclude that the Conditions of Hire may be breached to a material extent.

In the event of (i), 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.

In addition to clause 19(i) to (iii) (inclusive) above and apart from in exceptional circumstances (in which case a shorter notice period may be given) the School reserves the right to cancel or postpone any hiring, for any reason, on at least four weeks' notice to the Hirer.

20 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.

21 Payment of charges

The Hirer shall pay the hiring fees, including any deposit, at the rates and times set out in the attached Schedule.



- 22 (i) The Hirer acknowledges that in the event that the Hirer cancels the hiring there will be a cancellation fee payable as set out in the attached Schedule and any refund of monies already paid will be at the discretion of the School.
- (ii) All hire charges must be paid within one month of the invoice being issued. This invoice will be issued at the end of each month for all the hires that have taken place in that month.
- (iii) The School reserve the right, on proper notification, to invoice the Hirer for any charges arising from excessive cleaning time incurred as a result of the Hirer failing to leave the accommodation in a reasonable condition, or for repair of the premises or equipment damaged by the Hirer, or resulting from the Hirer failing to vacate the premises by the time stipulated in the hire form.
- (iv) 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.
- 23 Statutory requirements
- (i) 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. 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.
- (ii) 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 must indemnify the school and the County Council against any action for breach of copyright.
- 24 Attendance and behaviour
- (i) The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approved.
- (ii) 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 at all times provide an adequate number of supervisors for any activity and those supervisors shall be present throughout the hiring period. The Hirer shall be liable for damage caused by unruly or inappropriate behaviour.
- (iii) 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.
- 25 The School reserves the right to exclude individuals or companies that it considers undesirable or inappropriate. The headteacher 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 headteacher'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.

26 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 a Temporary Event Licence is obtained from the local Licensing Authority. The Hirer agrees to comply with all conditions and limitations attached to the Temporary Events Notice he obtains.

27 The School reserves the right to require sight of a Temporary Event Notice prior to the letting.

28 Gambling

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

29 Emergency evacuation procedures

Hirers shall familiarise themselves with the fire precautions in force on the premises and with the means of evacuation in the event of a fire, bomb warning or any other threat to safety. The Hirer is responsible for ensuring that persons attending are made aware of the evacuation procedures. Fire and other exits must be kept clear at all times.

30 Smoking

No smoking, vaping or use of e-cigarettes is allowed on the school premises.

31 Lettings Supervisor

The Lettings Supervisor 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.

32 Use of the premises is limited to the accommodation hired and necessary facilities such as toilets. Car parking is permitted in designated areas at the premises subject to availability.

33 Right of access

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

34 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
- non-compliance with or breach of licensing laws
- 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 of the School whose decision will be final.

35The Hirer may not assign or sub-let the hire of the School.



## **ANNXE**

### **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 PERSONS 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) 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 7 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 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**



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.

Damage resulting from Fire or Explosion is 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:

- (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.