



# Weeke Primary School

## Lettings Policy & Conditions of Hire

Date agreed: February 2026

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### **Rationale**

This policy outlines the procedures and responsibilities for hiring the school facilities to external organisations and individuals. It aims to ensure the safety and well-being of all children and staff while maximising the use of school resources. All hirers are expected to adhere strictly to the guidelines set out in this document.

### **1. Responsibilities**

#### **1.1 Designated Staff**

The Senior Site Manager, School Business Manager, and Senior Leadership Team will oversee the lettings process, ensuring compliance with all policies and procedures.

#### **1.2 Hirers**

Individuals or organisations hiring school facilities must adhere to the terms outlined in this policy.

#### **1.3 Governors**

The Governing Body will review the pricing structure annually.

### **2. Pricing Structure**

The fees for use of the school facilities will consider the specific facilities being hired, comparative pricing research with local schools and organisations, as well as inclusion of all associated costs, such as:

- Services (heating, lighting)
- Staffing (additional site management)
- Administration
- Wear and tear
- Use of school equipment
- Post-hire cleaning charges

### **3. Payment & Invoicing**

- 3.1 Clear payment arrangements, including deposits and potential damage charges, will be communicated.
- 3.2 Invoices will be issued promptly after the use of facilities, with payment terms set at 30 days from the invoice date.

### **4. Insurance & Health and Safety**

- 4.1 Hirers must provide proof of adequate insurance coverage if applicable.
- 4.2 Health and safety considerations will include risk assessments for the activities conducted.

### **5. Safeguarding Requirements**

**All hirers must comply with safeguarding policies, including:**

- 5.1 Adherence to the guidelines outlined in Keeping Children Safe in Education (KCSiE) 2024.
- 5.2 Ensuring that all staff involved in activities with children have appropriate DBS checks where applicable.  
Reporting any safeguarding concerns to the appropriate body, including the school's Designated Safeguarding Lead.

### **6 Use of Facilities**

- 6.1 The policy specifies which areas of the school are available for hire and the conditions under which lettings may be terminated.
- 6.2 Hirers will be informed of procedures for managing damages and restrictions on the use of school equipment.

# CONDITIONS OF HIRE

## 1. Definition of Terms

### 1.1 **Hirer**

The person, group, organisation, or club temporarily using the facilities at Weeke Primary School.

### 1.2 **School Business Manager**

Responsible for overseeing facility hire across the site, including bookings and operations.

### 1.3 **Facilities**

Weeke Primary School offers a range of facilities available for hire seven days a week. Please view our brochure for full details.

## 2. Facilities Available for Hire

- a) **Main Hall** - versatile venue for up to 250 people, equipped with a kitchen area.
- b) **Playing Field** - grass area suitable for sports and public events.
- c) **Playground** - large tarmac area for gatherings.
- d) **Classrooms** - equipped for training, accommodating up to 30 people.
- e) **Practical Teaching Room** - ideal for meetings and small seminars.
- f) **Car Park** - available for hire outside school hours and during holidays.
- g) **The Yurt** - a versatile outdoor learning space surrounded by woodland and a field

## 3. How to Make a Booking

- 3.1 Review our brochure and select your desired space.
- 3.2 Read this policy, insurance guidance, hire agreement, and risk assessment (if applicable), then complete the application form.
- 3.3 Await a response from the School Business Manager.
- 3.4 For any queries, contact Katie Clayton, School Business Manager at 01962 882710 or [k.clayton@weeke.hants.sch.uk](mailto:k.clayton@weeke.hants.sch.uk)

## 4. Payment & VAT

- 4.1 Payment details will be provided on the invoice issued shortly after your booking. Payment is due within 28 days of the invoice date.
- 4.2 For one-off bookings of £100 or more, a 10% non-refundable deposit is required, with the balance due 30 days before the event.  
As a Local Authority school, we are exempt from charging VAT. No additional VAT will be applied to our customers, except when using school-owned equipment that originally incurred VAT.

## 5. Facility Charges

### 5.1 Lettings Brochure

Facility hire at Weeke Primary School is charged per hour (please see above link to the lettings brochure for individual facility prices), inclusive of 'get-in' and 'get-out' time. Prompt vacating is required to allow for the next session. Fees are determined by group type and booking numbers as follows:

Basic Package	Intermediate Package	Enhanced Package
<ul style="list-style-type: none"><li>• Space as it comes (hall includes lights and PA system).</li><li>• Access to toilets.</li><li>• No staff support; a short Fire and Safety briefing is required.</li></ul>	<ul style="list-style-type: none"><li>• Includes tables and benches.</li><li>• One hour of staff support for setup and closing.</li></ul>	<ul style="list-style-type: none"><li>• Full staff support throughout the booking.</li><li>• Additional equipment as needed (e.g., gym mats).</li><li>• Use of the kitchen for food preparation.</li></ul>

### 5.2 Insurance Guidance – Hire of HCC premises

Hirers of Hampshire County Council premises would ideally provide copies of their own Public Liability Insurance up to £10million. However, Hampshire County Council does recognise that that some individuals will not have, or be able to, acquire Public Liability Insurance for the period of the facility hire/loan and therefore the County Council, as agent for the hirer, has effected an extension of the current Insurance Policy to cover the liability for non-commercial hirers only. The Policy is in the name of 'Hirers of County Council Premises'. 'Premises' include buildings, grounds and building contents.

Therefore, when Hampshire County Council facilities are hired or loaned to an external organisation, or individual, it must be ascertained whether they are a "commercial" or "non-commercial" hirer. This can be complicated as they class "commercial" hirers as including not-for profit organisations and charities. Examples of each type are listed below to clarify this

### **5.3 Commercial Hirers include:**

Businesses, including small businesses and independent/self employed traders:

- Including Karate clubs, Dance instructors/classes, Weightwatchers/Slimming World etc., Exercise classes Charities and Clubs i.e. Save the Children, Royal British Legion, Darby and Joan.

Not-for-profit organisations

- Including Guides, Scouts, Brownies, Rainbows, PTA, "Friends of" societies, Women's Institutes, Parish Councils.

#### **Commercial hirers**

- a) Should hold their own Public Liability Insurance and the period of hire/activity in the School premises would be run under their own Insurance.
- b) Ensure the Hirers Agreement is completed as this lays out the Terms and Conditions of hire and range of facilities permitted for access.
- c) Ask for a copy of your Public Liability insurance to ensure it meets the minimum required (this is determined by completing a Risk Assessment for the hire and activity being undertaken).

Hampshire County Council usually request a minimum of £10 million Public Liability insurance for high risk activities and a minimum of £5 million Public Liability cover for low risk activities; however, the Headteacher has the authority to reduce the minimum requested, if the activity is deemed to be very low risk. Hampshire County Council's Insurance Team cannot give advice regarding Risk Assessments and the level of Indemnity required for specific activities. For further guidance in relation to Contract Risk Assessments and Health & Safety contact the Children's Services Health & Safety Team: [cshst@hants.gov.uk](mailto:cshst@hants.gov.uk)

### **5.4 Non-Commercial Hirers include:**

- Private individuals including parents of pupils hiring the hall for a private birthday party
- Private groups including non-organised groups such as groups undertaking non-club/group e.g. affiliated 5 a side football match

All the above Non-Commercial Hirers would not be expected to hold commercial Public Liability Insurance and can be insured under the extension of Hampshire County Council's Public Liability Insurance. This is activated by signing the Hire Agreement. The insurance cover is in place for the duration of the hire, under the provision of the lettings regulations and whilst you are the hirer of the premises.

The Hire Agreement must be signed and a copy of the Hire Terms and Conditions received. This cover does not include Personal Accident (cover for participants in the activity if there is an injury as a result of a pure accident and there is no negligence on the part of the hirer or the School). If you feel that cover is required for these elements you will need to arrange separate commercial insurance.

## **6. Application form**

Please use the link below to access the application form:

[Hire - Application form](#)

## SCHOOL PREMISES HIRE AGREEMENT

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

This agreement gives the Hirer permission to use the Premises during the times specified.

### Premises

The area/s are identified on the attached school plan, forming part of the School premises ('the Premises').

### Date(s) and Times of Hiring

- These are as agreed in your application form ('the Hire Period')
- The Governing Body of Weeke Primary School permit:  
The Hirer (full details of Hirer - including registered address and company, charity number if incorporated to be inserted) 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 Headteacher will resolve conflicting requests for the use of the Premises, with priority at all times being given to School functions.
- 2.2 In the event of any conflict arising in relation to the use of the Premises where the School requires the use of the Premises, the School shall use reasonable endeavours to provide the Hirer with alternative accommodation.

### 3. ATTENDANCE

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

### 4. PUBLIC SAFETY

- 4.1 The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping all gangways, passages and exits clear.
- 4.2 The Hirer shall be responsible for providing adequate supervision to maintain order and appropriate conduct at all times.
- 4.3 The Hirer shall take all necessary precautions to protect the public, school pupils and staff from any harm arising from any actions taken whilst on the Premises or the Hirer use of it.
- 4.4 The Hirer must not do or allow anything that cause a nuisance or annoyance disturbance inconvenience injury or damage to the school, or other users of the school or neighbouring premises.
- 4.5 The Hirer shall ensure that its staff behave in a responsible manner consistent with its presence on the 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 the permitted purpose as confirmed at the application stage.
- 5.2 The Hirer is not permitted to use the Premises during the week surrounding the public holidays of Christmas Day and Boxing Day unless otherwise agreed.
- 5.3 A childcare provider must meet and comply with the requirements of the Special Conditions, which should be requested from the School, and form part of this agreement.
- 5.4 Any adults working with the School's pupils must be appropriately qualified and meet the requirements of clause 24 (DBS Checks) 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, including broken windows.
- 6.3 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 £10 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.
- 6.4 The Hirer or its personnel shall not cause or permit anything which will invalidate the School's insurance policy.

6.5 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 unless otherwise agreed.

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, including drawing pins, Sellotape or Blu-tac and no placards should be affixed to any part of the premises.

## **8. SCHOOL EQUIPMENT**

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

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

## **9. ELECTRICAL EQUIPMENT**

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

9.2 Noise levels must be contained to a reasonable level at all times and after 11pm no noise shall be audible in any of the neighbouring houses and flats.

## **10. CAR PARKING FACILITIES**

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

## **11. TOILET FACILITIES AND PLAYGROUND**

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

## **12. FIRST AID FACILITIES**

12.1 There is no legal requirement for the School to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports hiring.

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

## **13. FIRE REGULATIONS & SAFETY**

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

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

13.3 No open fires or candles shall be used on the School premises without the express consent of the Headteacher. 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 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 for food within the Hire Period, the Hirer shall observe all relevant health and safety, food health and hygiene legislation and regulations. The School shall have the right to observe the preparation and service of food.

14.3 All litter must be placed in the bins provided.

## **15. SMOKING**

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

## **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 drunk or disorderly, to remain upon any part of the School premises and grounds.

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

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

19.5 Where the hire involves attendance by any child, it is a condition of this agreement that the Hirer shall have appropriate safeguarding and child protection policies and procedures in place. The Hirer must produce copies of these policies and procedures upon the School's request. The Hirer must work with the School and be prepared to meet with representatives from the School to discuss these requirements. Any failure by the Hirer to comply with the School's requirements in respect of safeguarding and child protection will result in this agreement being terminated. If the Hirer becomes aware of any safeguarding concerns during the Hire Period, they must contact Jonathan Kirkham ([j.kirkham@weeke.hants.sch.uk](mailto:j.kirkham@weeke.hants.sch.uk)) or Abby Goodchild ([a.goodchild@weeke.hants.sch.uk](mailto:a.goodchild@weeke.hants.sch.uk)) on 01962 882710 as soon as reasonably practicable.

## **20. COPYRIGHT OR PERFORMING RIGHTS**

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

## **21. TRANSFER OR SUB-LICENCING**

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

## **22. CHARGES**

22.1 Please refer to the lettings brochure for current charges.

22.2 Charges are reviewed annually.

## **23. LICENCES**

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

## **24. DISCLOSURE AND BARRING SERVICE CLEARANCE**

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

## **25. VARIATION OF SCALES OF CHARGES AND CANCELLATIONS**

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

25.2 The hiring may be cancelled by the Hirer or the School provided that at least one week's notice is given.

25.3 It is the Hirer's responsibility to notify interested parties in writing (where appropriate) of any changes in dates or venues at least a week in advance of the Hire Period.

25.4. The School reserves the right to cancel any hiring in the event of unforeseen circumstances.

25.5 The School will not be liable for any financial or any other loss in the event of cancellation due to unforeseen circumstances or should the Premises or part of them, becomes unusable for any reason.

## **26. SECURITY**

26.1 If the Hirer is provided with keys to the Premises, keys should not be passed to any other person without direct permission of the Headteacher 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 Headteacher 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 Headteacher or members of the Governing Body may monitor activities from time to time.
- 27.2 The Headteacher or his 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 Senior Site Manager, 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.
- 27.3 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.
- 27.4 The Hirer may not assign or sub-let the hire of the school.

## **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 Headteacher 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 Headteacher 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 the separate annex as requested from the School.

## **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 Data Protection policy uploaded on our website.
- 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 on the school's website.
- 34.10 The School's Data Protection Officer can be contacted by email [k.clayton@weeke.hants.sch.uk](mailto:k.clayton@weeke.hants.sch.uk)
- 34.11 The Parties agree to take account of any guidance issued by the Information Commissioner's Office.

**35. BREACH OF CONDITIONS AND TERMINATION**

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

**SPECIAL CONDITIONS**

There are special conditions relating to before and after school clubs i.e. child care provision. These can be provided upon request as a separate document.

**Acceptance of conditions**

The hiring of accommodation/facilities/premises is permitted only on the conditions outlined above. Acceptance of the hire agreement is deemed to be acceptance of these conditions.

[ ] 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 [ ]

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

Designation \_\_\_\_\_

Date \_\_\_\_\_