



1 April 2021 – 31 March 2022

CONDITIONS OF HIRE

1. Acceptance of Conditions

- 1.1. Hiring of School Premises is permitted only on acceptance of these Conditions of Hire.
- 1.2. Acceptance of a hire agreement is deemed to be acceptance of these Conditions.

2. Compliance with Conditions

- 2.1. 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 be made at least three weeks in advance. In general, reservations will not be accepted for dates more than twelve (12) months in advance, except for special events such as those needing extensive preparation.
- 3.2. The School Governing Body and its agents reserve the right of access to all school premises during a letting under a CHA.

4 Synthetic Turf Pitch (STP)

4.1 Footwear

In accordance with the manufacturer Tiger Turf and the FA guidelines, the wearing of metal studded boots or blades is **not** permitted on Warblington School STP.

Acceptable footwear:

4.1.1 Trainers

4.1.2 Astro Trainer

4.1.3 Football boots with moulded studs (mouldies)

4.1.4 Football boots with non-metal screw in studs <15mm.

All teams are to abide by these rules forthwith. Managers of teams are to ensure their team wear the correct footwear.

4.2 General

4.2.1 No food, fizzy drinks/cans glass bottles or chewing gum to be taken on to the pitch

4.2.2 Keep the pitch clean – no muddy footwear

4.2.3 Goals must be moved with adult supervision (large goals 4 people minimum). All equipment is to be returned to its original position at the end of the session.

4.2.4 Pitch changeover is not to over-run, please respect other users. The booked hiring time includes warm up/cool down time.

4.2.5 No bicycles on the pitch – cycle shed is to be used.

4.2.6 Leave the pitch as you find it – all litter to be placed in the bins

4.2.7 Please leave quietly – respect the local residents.

4.2.8 The manager/hirer is responsible for the conduct of their team before, during and after the booking time.

4.2.9 Extensions of time must not exceed the hours of use

4.2.10 Spectators are not to spectate inside the STP to avoid collision with players/users.

4.3 Users rule and regulations in addition to the standard conditions of hire agreement.

4.3.1 The hirer is by definition the organisation making the booking and the team manager is representative of that organisation.

- 4.3.2 On commencement of the hire it is the responsibility of the hirer/team manager to ensure that the facility is fit for purpose. If not please do not continue with your hire but contact the duty Site Assistant.
- 4.3.3 With the exception of the goals, no school equipment may be used without permission. The goals are to be moved under the hirer/team manager's supervision ensuring the safety of persons moving the equipment and without causing damage.
- 4.3.4 All equipment is to be put back to its original position. If the pitch is accepted with equipment not in its standard position the user is still required to return it.
- 4.3.5 The pitch is to be cleared of litter at the end of the period of hire.
- 4.3.6 The hirer has responsibility for the group and will be held responsible for preserving good order and for any damage to equipment or premises until the vacation of the site. Damages, additional time or time for cleaning will be charged for.
- 4.3.7 Official exits are to be kept clear at all times.
- 4.3.8 The hirer shall ensure that the number of persons using the pitch does not exceed that for which the application of hire was made and approved. The hirer will provide an adequate number of supervisors for any activity and those supervising shall be present throughout the session.

5 Gymnasium/Sports Hall/Main Hall

- 5.1 Only suitable non-marking footwear may be worn in the Gymnasium, Sports Hall and Main Hall. No school games equipment may be used without permission, and gymnastic equipment may 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 involving young people. For guidance, the hirer shall consult the regulations described in the Hampshire County Council document "Safety in Physical Education" available at the school.

6 Equipment

- 6.1 No use may be made of apparatus such as stage fittings, pianos, etc. without specific permission from the community office at least one week in advance.
- 6.2 Permission to use own equipment must be obtained prior to use to ensure it is fit for purpose and not cause damage to the school property.

- 6.3 Kitchen and Food Technology rooms. The let of these rooms are subject to specific rules as set out in the school's H&S Policy.
- 6.4 Use of a PA system outside by hirers will be restricted to 20 sessions of 2 hours duration in any one calendar year. The school is permitted to use a PA during the annual Sports Day – duration up to 4 hours. A record shall be kept of all occasions a Public Address system is used. This restriction is to reduce the adverse effects of use of the pitches on occupiers of nearby properties.

7 Hirer's Property

- 7.1 Required furniture and apparatus may be brought onto the premises at the hirers' risk. Hirers shall not bring onto the School 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.

8 Fabric and Fittings

- 8.1 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, etc and the wearing of any footwear likely to cause damage to a floor, is prohibited.
- 8.2 The hirer will be charged for any damage to fabric and fittings that has been caused by non-compliance with these Conditions.
- 8.3 The hirer shall, at the end of the hire period, leave the premises in a responsible tidy condition, all equipment being returned to its correct place of storage.

9 Control of Litter

- 9.1 Litter bins are strategically placed around the Facilities which will be emptied and cleaned on a regular basis by the School's Site Team.
- 9.2 Hirers shall sign a CHA in which they will agree to clear all litter found in the hired area.
- 9.3 Failure to comply with this requirement will result in the charging of a remedial site management fee for litter clearance and/or damage repairs, and future use may then be denied.

10 Times

- 10.1 The hirer must state on the booking form the times of arrival and departure. This time must include set up and breakdown of equipment. Additional hire costs will be incurred if arrival or departure exceeds this limitation.

11 School Insurance Policy

- 11.1 This Policy provides public liability cover for hirers of premises where they sign a hire agreement in the form agreed by the insurer. This will provide cover against claims made by third parties resulting from the negligence of the hirer. It does not provide cover for loss or damage to the hirer's own property.

12 Refusal to Hire

- 12.1 The Governors may refuse an application to hire School Premises if:
- 12.1.1 they are required by the School;
 - 12.1.2 there has been any damage to the property, or breach of these conditions during previous use of the School Premises by the hirer;
 - 12.1.3 non-payment of invoices after the statutory one month;
 - 12.1.4 for any other reason the Governors deem it necessary or expedient to withhold permission to hire.
- 12.2 No compensation shall be payable by the Governors by reason of such a decision.

13 Cancellation by the Governors

- 13.1 Apart from in exceptional circumstances, the Governors will give at least two weeks notice to the hirer, should it be necessary to cancel or postpone a letting.

14 Cancellation by the Hirer

- 14.1 The hirer must give at least two 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 onto the hirer any costs unavoidably incurred.

15 Payment of Charges

- 15.1 All hire charges must be paid within one month of the invoice being issued. Invoices will be issued at the end of the month for any hires that have taken place in that month.
- 15.2 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 School Premises in a reasonable condition; or, for repair of the School 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.

- 15.3 The hirer shall, if so demanded, pay 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 as a result of the premises not being left in a reasonably tidy condition. The proportion of the deposit shall be retained will be decided by the Governors, and their decision will be final. Use of the school kitchen/food technology facilities and equipment is subject to separate conditions and a deposit of up to £500 may be required.

16 VAT Charges

- 16.1 The VAT rules for lettings are as follows:

16.1.1 Definitions

- 16.1.1.1 Standard rated means the VAT has to be added to the hire charge, currently at the rate of 20.0%.
- 16.1.1.2 VAT exempt means that VAT does not have to be charged.

16.1.2 General Lettings

- 16.1.2.1 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 tables and chairs.
- 16.1.2.2 General lettings become standard rated if the hirer requires use of school facilities such as a projector, computer, a kitchen, or other equipment during the letting.

16.1.3 Sports Lettings

- 16.1.3.1 A Sports Letting is defined as a physical activity undertaken in a space adapted for physical activities and is standard rated. The Sports Letting may become VAT exempt if the following conditions apply:
- 16.1.3.2 The letting is a one off for a continuous period exceeding 24hours
- 16.1.3.3 A series of 10 or more lettings is booked by an Eligible Body and each let is for the same activity; and,
- 16.1.3.4 The interval between each letting is not less than one day and not more than fourteen days;
- 16.1.3.5 There is a written agreement regarding the series of lettings (school's booking form); and,
- 16.1.3.6 The hirer has exclusive use of the facilities.

It is important to note that the regulations are clear that if the series of lettings is broken by the hirer, for whatever reason, all or part of the series of lettings may become subject to VAT which the hirer will be obliged to pay.

16.1.4 An Eligible Body

16.1.4.1 An Eligible Body is defined as a club or association whose articles/ memoranda of association or constitution demonstrate that they are:

16.1.4.2 Non-profit making.

16.1.4.3 Have in their constitution restrictions preventing the distribution of any profits except to other non-profit making bodies or on winding up;

16.1.4.4 Do not have any paid officers or paid connected officers.

- 16.2 It is up to the hirer to prove that the club or association is an Eligible Body before the “series of lettings’ rules” can be applied. A copy of the hirers’ articles/memorandum of association or constitution must be provided for the school to keep on record upon booking. A letter confirming that a hirer meets the requirements is not sufficient.
- 16.3 Unless the school receives evidence confirming Eligible Body status with the completed hirer agreement, VAT charges will be made to sports lettings.

17 **Statutory Requirements**

- 17.1 All statutory requirements, including those relating to Health & Safety and Public Entertainment, must be strictly fulfilled. Film, musical, dancing (including disco) and stage events must be considered to be public entertainment unless entrance is restricted to those who are bona fide members of the organisation hiring the facilities. For all public entertainment, it is the hirers’ responsibility to inform the Local Council’s Licensing Officer 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.
- 17.2 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 hirer has obtained the consent of the owner of the copyright.

18 Attendance and Behaviour

- 18.1 The hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approved.
- 18.2 The hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises is vacated. The hirer shall be liable for damage caused by unruly or inappropriate behavior.
- 18.3 It is the hirers' responsibility to ensure that all those attending are made aware of their responsibilities in compliance with both Hampshire County Council and the School's insurance policies.
- 18.4 Noise
- 18.4.1 Hirers will respect and act responsibly towards neighbours by keeping noise generation to a minimum.
- 18.4.2 The School will engage as necessary with the Environmental Health authorities to manage any issues arising from the use of the Facilities.
- 18.4.3 At the sole discretion of the Site Team, the School shall withdraw the Hirer with no financial refund to the hirer if unacceptable noise levels continue contrary to reasonable verbal warnings.
- 18.4.4 Use of an outdoors PA system by hirers will be restricted to 20 sessions of 2 hours duration in any one calendar year. The school is permitted to use a PA during the annual Sports Day – duration up to 4 hours. A record shall be kept of all occasions a Public Address system is used. This restriction is to reduce the adverse effects of use of the pitches on occupiers of nearby properties.
- 18.5 Behaviour
- 18.5.1 Hirers will respect and act responsibly towards neighbours by controlling behaviour and language to socially acceptable levels at all times.
- 18.5.2 A formal warning will be issued if unacceptable disruption takes place. Upon repetition of a similar incident a CHA may be terminated with no financial liability to the School.

18.6 Right of Access

18.6.1 The School Governing Body and its agents reserve the right of access to all school premises during a letting under a CHA.

19 Alcohol

- 19.1 Under no circumstances shall alcohol to be consumed on the school grounds without prior written consent of the Governors.
- 19.2 Application must be made in writing at the time the hirer applies for the use of the School Premises.
- 19.3 The Governors shall only permit alcohol to be made available on the School Premises in exceptional circumstances.
- 19.4 If the Governors permit alcoholic drinks to be sold on the School Premises it will be the responsibility of the hirer to first ensure that an appropriate licence is obtained from the Licensing Authority.
- 19.5 The hirer shall provide the School at the time of hiring, with a copy of any granted license to allow alcohol to be made available on the School Premises.

20 Gambling

- 20.1 The School Premises may not be used for games of chance, other than bingo, unless the Governors grant specific permission.

21 Health and Safety

- 21.1 Fire precautions
- 21.3.1 Hirers shall familiarise themselves with the fire precautions in force on the premises, and with the means of escape in the event of fire. Fire and other exits must be kept clear at all times. If the fire alarm sounds, everybody must leave the building by the nearest possible fire exit and make their way to the emergency meeting point which is normally the car park at the West end of the sports hall. The person managing the let is to make maximum effort to account for all their persons attending and report to the duty site assistant that all persons are clear of the building.

21.2 Risk assessment.

All hirers conducting an activity/sport must have a current, suitable and sufficient risk assessment for their hiring applicable to the event within Warblington School, and is to be available on request.

21.3 Parking, Vehicles and Traffic on school site

- 21.3.1 As a condition of hire of the facilities the hirer's are requested to park within the school grounds and not cause obstructions on Southleigh Road and observe RTA restrictions with due consideration for local residents.
- 21.3.2 The security gates at the side of the boiler house may be opened on evenings when the school is in session, until the final letting of the evening finishes. Prompt departure is required to enable the site team to lock down on time. If these gates are locked for Health & Safety reasons users must park in the nearest car park.
- 21.3.3 There is a 5mph speed limit to be observed by all drivers and be vigilant at all times to persons on the school site and roadways.
- 21.3.4 No vehicles are to be left on site over night without the prior consent of the Site team and would be at the owner's risk.

21.4 Smoking

- 21.4.1 The school is a no smoking site.
- 21.4.2 Smoking is strictly prohibited in any part of the School Premises including the grounds.
- 21.4.3 All rooms and corridors are fitted with smoke alarms, which will activate the fire alarm at the fire station.

22 Site Team

- 22.1 The Site Team are instructed by the Governors to ensure that the conditions of hire are fully complied with. All reasonable instructions given by the Site Team on duty must therefore be followed.

23 Right of Access

- 23.1 Gateways and routes into school must be kept clear at all time to ensure emergency services access. Parking is only permitted in allocated bays.
- 23.2 The Governing Body and its agents reserve the right of access to the premises during a letting.

24 Dogs

- 24.1 Dogs are not permitted on the School premises at anytime other than those registered as guide dogs.

25 Changing and Toilet Facilities

- 25.1 Such facilities shall be made available to hirers in accordance with such requests contained in a CHA.

Reviewed by: Headteacher **Date:** 29 April 2021

Approved by: Full Governing Body **Date:** 11 May 2021

Next review due by: February 2022