



Wellstead Primary School

Sowing the Seeds of Success

Hire and Lettings Policy January 2026

Objectives

This policy fits with the school's vision and values - sowing the seeds of success. By hiring out parts of the school building, it is hoped that the children will have increased access to extra-curricular activities which in turn will further cement the school's values, supporting our children to be forward-thinking, positive young people with a range of strategies to be successful as they grow.

Lettings

The school wishes to be an integrated part of the community and local infrastructure.

The letting charge aims to recover the economic cost to the school incurred by the letting, with a small additional contribution to school funds, where appropriate.

Any hiring out of the premises will not interfere with the school's primary purpose of providing education to its pupils.

The school will hire out the facilities in a way that is safe, following government guidelines and the school's risk assessments.

The letting charge should be reviewed annually and in the light of local circumstances i.e. the rates that local schools are charging.

Hire Periods and Charges

HOURLY CHARGES 1 September 2025 – 31 August 2026	LEVEL 1 Community groups composed of children under 18, the elderly or people with registered disabilities and registered youth groups Monday to Friday between the hours of 7.30am and 4.30pm	LEVEL 2 Other community groups from 4.30pm Monday to Friday and all day Saturday and Sunday
Out of school hours		
Room	£15.00 per hour (excluding caretaking costs)	£20.00 per hour (excluding caretaking costs)
Hall	£15.00 per hour (excluding caretaking costs)	£20.00 per hour (excluding caretaking costs)
Large hard area and general playing field	£15.00 per hour (excluding caretaking costs)	£20.00 per hour (excluding caretaking costs)
MUGA	£20 per hour (excluding caretaking costs)	£25.00 per hour (excluding caretaking costs)
Should the client wish to use some of the school's equipment ie PE apparatus, the cost of the hire will be subject to VAT		

Notes

1. An additional charge will be made to cover caretaking costs, if applicable. These charges are a minimum of £15 for unlocking and £15 for re-locking on each letting, held outside of regular school opening hours (7.30am - 6:30pm Monday to Thursday and 8.00am - 6.00pm Friday). Charges will be determined on a case by case basis. This is at the discretion of the Headteacher whose decision is final.
2. These charges are for guidance only and may be changed according to the requirements of the hirer.
3. If more than one room is required, the charge will be negotiated with the hirer to ensure that costs to the school are covered.
4. For sole use on Sundays the above charges will be doubled.
5. The above charges do not include VAT. VAT will be charged if applicable e.g. if the hall/field/playground is let for sporting purposes and the school's equipment is being used.
6. Fees will be payable 14 days in advance for new bookings. Bookings will not be confirmed until payment has been received. In the event of regular/repeat bookings all hire charges must be paid within 14 days of the invoice being issued.

Availability

School functions and events will always take precedence over lettings, every effort will be made to inform users of unavailability as far in advance as possible. Classrooms/other learning spaces will only ever be let for training purposes where a member of school staff is present.

Conditions

All lettings are at the discretion of the Headteacher and subject to any exclusions e.g. building works which may present a potential fire/escape hazard and health such as infections and skin disorders that may arise.

Facilities must be returned in the original condition found upon lease. If they are not, a further charge may be made and this cost will be at the discretion of the Headteacher. The decision on the charges to be applied are final.

Users will only be allowed use of the school and premises once they have signed the appropriate letting undertaking.

Also read this policy in conjunction with the Charging and Remission Policy.

Contact

Via the school office (01489 799351)

Appendices

Appendix 1 - Application form for the hire of the school premises

Appendix 2 - School Premises Hire Agreement

Appendix 3 - Hire of Playing Field and MUGA

Appendix 4 - Lettings – Log of Hirers and checklist

Appendix 5 - Safeguarding Checklist

Revision No.	Date Issued	Prepared By	Approved	Comments
1	March 2019	MR	Res	New model HCC policy from EPS

2	March 2021	IHT		
3	June 2022	TC	FGB 12.7.2 2	Update policy content and increase charges to reflect increased energy and staffing costs
4	May 2024	TC		Update policy content in line with DfE guidelines and increase charges to reflect increased energy and staffing costs. Recommend review annually
5	January 2026	AF		Updated to include some additional terminology included in HCC's model policy. Application form for hire converted to Online Form. Safeguarding Checklist forms part of the Hire Agreement link to gov After School Club guidance added to main body of agreement. Checklist and Hirers log amalgamated into Google Doc

Document Information			
Approved on:	13/1/2026	Responsibility:	Resources
Last Review:	Autumn 2025	Next Review:	January 2027
Reviewed by:	Resources	Review Cycle:	Bi-Annual

Appendix 1

<https://docs.google.com/forms/d/e/1FAIpQLSfBAXBC1oUwjIqxXecpr-sUK7e0ttUURFoycil4NqGhK6m1Rw/viewform?usp=publish-editor>

Appendix 2

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 a licence to use the Premises during the times specified:

Date(s) and Times of hiring:

Start Date:

End Date: ('the Hire Period')

The Governing Body of Wellstead Primary School School permit:

[insert full details of the Hirer including registered address and company, charity number if incorporated] ('the Hirer') to use the Premises at the date(s) and times indicated in the conditions below:

1. STATUS OF THE HIRER

1.1 The hire agreement is personal to the Hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the School or of creating any tenancy between the Governing Body or the Local Authority who owns the Premises ('Local Authority') and the Hirer.

2. PRIORITY OF USE

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

2.2 In the event of any conflict arising in relation to the use of the Premises where the School requires the use of the Premises, the School shall use reasonable endeavours to provide the Hirer with alternative accommodation.

3. ATTENDANCE

3.1 The Hirer shall ensure that the number of persons using the Premises does not exceed..... (maximum 30 for a classroom, 100 for the hall)

4. SAFEGUARDING AND CHILD PROTECTION

Where the hire is for an activity for children (0-18 years old) the hirer must have regard to keeping children safe in out-of-school settings (Keeping Children Safe in Education 2023) and follow the guidance set out by the Department for Education. The hirer is required to provide evidence of the following:

4.1 An effective safeguarding and child protection policy in place

4.2 Have a staff behaviour policy (sometimes called a code of conduct)

4.3 Be aware of and have training on the specific safeguarding issues (including online) that can put children at risk of harm

4.4 Have clear procedures on what to do if there are concerns about a staff member, volunteer or another adult who may pose a risk of harm to children

4.5 Appoint a designated safeguarding lead (DSL), sometimes referred to as the Safeguarding Lead or Welfare Officer, who has undertaken safeguarding and child protection training (including online)

4.6 Provide parents or carers with a named individual (such as the DSL or another named member of staff) so they can raise safeguarding concerns

4.7 If you're a lone provider, give parents or carers the contact details of your local authority's children's services or the NSPCC helpline number

4.8 Know the local referral route into children's social care

4.9 Report any allegations of harm to a child to both your local authority designated officer (LADO), referred to as the LADO or Designated Officer and the police as soon as reasonably practicable

4.10 Know if the legal duty to refer to the Disclosure and Barring Service applies to you and ensure you make referrals when appropriate

4.1 Awareness of the content of the After-school clubs, community activities, and tuition Safeguarding guidance for providers document, link below:

https://assets.publishing.service.gov.uk/media/6509558022a783000d43e81f/After-school_clubs_community_activities_and_tuition_safeguarding_guidance_for_providers.pdf

5. PUBLIC SAFETY

5.1 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.

5.2 The Hirer shall be responsible for providing adequate supervision to maintain order and appropriate conduct at all times.

5.3 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.

5.4 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.

5.5 The Hirer shall ensure that its staff behave in a responsible manner consistent with its presence on a school site and ensure compliance with Health, Safety and Welfare legislation in relation to the Hirer's use of the Premises. The Hirer will be given a copy of the School's Health and Safety Policy. Compliance with this policy is mandatory.

6. PERMITTED USE

6.1 The Premises are only to be used for [include the permitted purpose].

6.2 The Hirer is not permitted to use the Premises during the week surrounding the public holidays of Christmas Day and Boxing Day.

6.3 Any adults working with the School's pupils must be appropriately qualified and meet the requirements of clause 24 of this agreement.

7. DAMAGE, LOSS OR INJURY

7.1 The Hirer shall pay the cost of any loss or damage to the School or any property arising from the hiring.

7.2 The Hirer warrants to the Governing Body that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the Premises are being hired), and/or loss of or damage to property, including the hired Premises, arising out of the hiring. The minimum limit for this insurance cover is £10 million. The Hirer must produce the appropriate certificate of insurance cover before the hiring of the Premises can be confirmed.

7.3 The Hirer or its personnel shall not cause or permit anything which will invalidate the School's insurance policy.

7.4 Neither the Governing Body, the School, nor the Local Authority, will be responsible for any injury to persons or damage to property arising out of the hiring of the Premises and the Hirer shall indemnify the School, Local Authority, Governing Body (as appropriate) in the event of any claim for loss, damage or injury arising out of and or in connection with the hire.

8. FABRIC, FURNITURE AND FITTINGS

8.1 School furniture and fittings, (including electrical installations) shall not be removed or interfered with in any way.

8.2 No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the School fabric, are permitted.

8.3 No treatment shall be given to prepare a floor for dancing and the wearing of stiletto heels is prohibited.

8.4 Only authorised persons shall use steps or ladders.

9. SCHOOL EQUIPMENT

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

9.2 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.

9.3 Only suitable footwear should be worn in the hall. Sports equipment can only be used when an adult with recognised qualifications for the proposed activity is personally supervising at all times. For further guidance, the hirer should consult the regulations described in the HCC document 'Safety in Physical Education' available at the School.

10. ELECTRICAL EQUIPMENT

10.1 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.

10.2 Noise levels must be contained to a reasonable level at all times and after 8.00pm no noise shall be audible in any of the neighbouring houses and flats.

11. CAR PARKING FACILITIES

11.1 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. The Governing Body and the School accept no responsibility for loss or damage to any vehicle/property left within the school grounds. Users of the car park must follow the signposted instructions to drive carefully as children are in the area. It is the responsibility of the Hirer to ensure these instructions are complied with.

12. TOILET FACILITIES AND PLAYGROUND

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

13. FIRST AID FACILITIES

13.1 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.

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

14. FIRE REGULATIONS & SAFETY

14.1 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.

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

14.3 No open fires or candles shall be used on the School premises without the express consent of the Head Teacher. Where such consent is given, it is the responsibility of the Hirer to ensure that all fire safety regulations are met and that the appropriate risk assessments are undertaken. The School reserves the right to request copies of the relevant risk assessments.

14.4 To avoid the risk of damage from fire to the School or surrounding land, the Hirer shall not release or permit anyone under its control to release balloons, Chinese or sky lanterns (Sky Lanterns) or anything of a similar nature whatsoever near or at the Premises.

14.5 Official exit ways and fire exits must be kept clear at all times.

15. FOOD AND DRINK

15.1 No food or drink may be prepared or consumed on the Premises without prior arrangement (at the time of hire) with the School.

15.2 Where the Hirer caters food within the Hire Period, the Hirer shall observe all relevant health and safety, food health and hygiene legislation and regulations. The School shall have the right to observe the preparation and service of food.

15.3 All litter must be taken away from the premises at the end of the hire.

16. SMOKING

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

17. ALCOHOL

17.1 Alcohol must not be consumed on the School premises and grounds except with the prior written approval of the School.

18. GAMBLING

18.1 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.

19. ANIMALS

19.1 Animals are not permitted to enter the School or its grounds (except for service dogs) without the prior written consent of the School.

20. OTHER RESTRICTIONS ON USE

20.1 The Hirer shall not permit the Premises to be used for any political purposes.

20.2 The Hirer shall not permit any person who it allows onto the Premises who is or becomes drunken or disorderly to remain upon any part of the School premises and grounds.

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

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

20.5 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 The Headteacher, Mrs Amanda Greenwood, as soon as reasonably practicable.

21. COPYRIGHT OR PERFORMING RIGHTS

21.1 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.

22. TRANSFER OR SUB-LICENCING

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

23. CHARGES

23.1 The initial charge will be [£ per hour and will be payable termly in advance].

23.2 There will be a review at the end of August, annually.

23.3 The School reserves the right, on proper notification, to invoice the Hirer for any charges arising from excessive cleaning time incurred as a result of the Hirer failing to leave the accommodation in a reasonable condition, or for repair of the premises or equipment damaged by the Hirer, or resulting from the Hirer failing to vacate the premises by the time stipulated in the hire form.

24. LICENCES

24.1 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.

25. DISCLOSURE AND BARRING SERVICE CLEARANCE

25.1 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 in line with Hampshire County Council's (HCC) procedure for DBS checks. The Hirer shall ensure that such checks are carried out in advance of the Hire Period.

26. VARIATION OF SCALES OF CHARGES AND CANCELLATIONS

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

26.2 All hiring is at the discretion of the School acting on behalf of the Governors of the School. Regular Lettings will be for a probationary period of six weeks. Lettings will be reviewed termly. The hiring may be cancelled by the Hirer or the School provided that at least half a terms notice is given.

26.3 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.

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

26.5 The School reserves the right to cancel any hiring if the Hirer has failed to disclose material information concerned the proposed hire or if there are reasonable grounds to conclude the Conditions of Hire may be breached to a material extent.

26.6 In the event of (26.4) all hiring fees will be refunded to the Hirer but the School shall have no further liability to the Hirer. In the event of (26.5) any refund of hiring fees will be at the discretion of the School.

26.7 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.

27. SECURITY

27.1 If the Hirer is provided with keys to the Premises, keys should not be passed to any other person without direct permission of the Head Teacher of the School.

27.2 The Hirer shall take all necessary action to ensure the security of the School Premises and to comply with all reasonable requirements and instructions by the School for the proper running of the School. In this respect the Hirer shall maintain regular and frequent contact and liaise with the Head Teacher to ensure that all such requirements/instructions are met.

28. RIGHT OF ACCESS

28.1 The School reserves the right of access to the Premises during any hiring and the Head Teacher or members of the Governing Body may monitor activities from time to time.

29. CONCLUSION OF THE HIRING

29.1 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.

30. VACATION OF PREMISES

30.1 The Hirer shall ensure that the Premises are vacated promptly at the end of the Hire Period.

31. PROMOTIONAL LITERATURE/NEWSLETTERS

31.1 In the event the Hirer wishes to distribute information a draft copy of any information to be distributed to participants or through the School must be sanctioned by the Head Teacher a week prior to any such distribution by the Hirer.

32. COMPLAINTS

32.1 Any complaint relating to the hiring of the Premises should be in writing to the Head Teacher who will investigate and respond.

33. DATA PROTECTION

33.1 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.

33.2 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.

33.3 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.

33.4 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.

33.5 The School has collected the following personal data from the Hirer:

- The Hirer's name
- The Hirer's address
- The Hirer's telephone number

33.6 The School will process the Hirer's personal data in accordance with the privacy notice provided to the Hirer.

33.7 The School shall store the Hirer's personal data securely.

33.8 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.

33.9 The Hirer has data subject rights (subject to certain restrictions) further details of which can be found in the School's General Privacy Notice <https://www.wellsteadprimary.co.uk/gdpr/>

33.10 The School's Data Protection Officer can be contacted by email: adminoffice@wellstead.hants.sch.uk.

33.11 The Parties agree to take account of any guidance issued by the Information Commissioner's Office.

34. BREACH OF CONDITIONS AND TERMINATION

34.1 The School reserves the right to suspend or withdraw use of the school by an individual or group with immediate effect on the following grounds:

- a) 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
- b) 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
- c) causing intentional damage to the School, its equipment or any personal belongings of other users
- d) violent, threatening or abusive behaviour to a member of staff or other users
- e) theft of any property belonging to the School or other users
- f) disruptive behaviour which is interfering with the activities of others

- g) non-compliance with or breach of licensing laws
- h) behaviour which is deemed to be offensive and/or results in complaints from users
- i) refusal to follow reasonable directions from the site manager or other members of the school's staff
- j) 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.

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

Authorised Signature _____

Print name _____

On behalf of []

Date _____

Signed on behalf of the School _____

Designation _____

Date _____

Appendix 3

PRIMARY SCHOOL PLAYING FIELD / MUGA

TERMS & CONDITIONS for hire and use:

1. The school playing field shall be available exclusively to the school during school hours and when required by the school out of school hours.
2. There are no changing rooms so changing facilities are not available.
3. The field and MUGA is only available for hire between the hours of 9.00 a.m. and 9.00 p.m and should be used for their intended purposes only ie for formal and informal play and sport.
4. Letting may be subject to weather and ground conditions being suitable as well as building works that may be taking place.
5. The hirer will be held responsible for any damage caused to fixtures, fences, hedges, trees, ground or turf etc. and will be charged accordingly.
6. The site is to be cleared of ALL rubbish after use.
7. Car parking and vehicular access on the field will need to be agreed and discussed with the Headteacher
8. No campfires are allowed on the school playing field.
9. Dogs, with the exception of guide dogs, are not permitted on the school playing field.
10. Commercial Hirers must make their own Insurance arrangements to the same criteria and provide documentary evidence that they have done

Appendix 4 -

https://docs.google.com/spreadsheets/d/18G-v9ja1kVfuUZ-erkmRFX5LGoGVVpysmHljA_PKjY/edit?usp=sharing

Safeguarding and Child Protection Checklist

Name of Club/Hirer

.....

Action	Date to Confirm
<p>I confirm I am/we are aware of the content of the After-school clubs, community activities, and tuition Safeguarding guidance for providers document, link below:</p> <p>https://assets.publishing.service.gov.uk/media/6509558022a783000d43e81f/After-school_clubs_community_activities_and_tuition_safeguarding_guidance_for_providers.pdf</p>	
Have an effective safeguarding and child protection policy in place	
Have a staff behaviour policy (sometimes called a code of conduct)	
Be aware of and have training on the specific safeguarding issues (including online) that can put children at risk of harm	
Have clear procedures on what to do if there are concerns about a staff member, volunteer or another adult who may pose a risk of harm to children	
Appoint a designated safeguarding lead (DSL, sometimes referred to as the Safeguarding Lead or Welfare Officer) who has undertaken safeguarding and child protection training (including online)	
Provide parents or carers with a named individual (such as the DSL or another named member of staff) so they can raise safeguarding concerns	
If you're a lone provider, give parents or carers the contact details of your local authority's children's services or the NSPCC helpline number	
Know the local referral route into children's social care	
Report any allegations of harm to a child to both your local authority designated officer (LADO, referred to as the LADO or Designated Officer) and the police as soon as reasonably practicable	
Know if the legal duty to refer to the Disclosure and Barring Service applies to you and ensure you make referrals when appropriate	

I confirm I will provide any of the above information if requested to do so

Signed Date