

## HIRE OF SCHOOL PREMISES – INSURANCE

The hire of school premises or grounds by outside groups, associations or clubs can create potential liabilities on both the hirer and the school [Note: an outside group, association or club is defined as those where SCC/the school is not the employer or where the group is not a voluntary club or group working for, or under the control of, the school].

The Hire Agreement issued by the school should therefore notify the hirer that they are required to accept responsibility for accidental damage to premises and equipment caused by or arising out of their use of the premises and for any third party claims involving accidental injury to persons and/or damage to property except when caused solely by the negligence of Southampton City Council, its servants or agents. The following is the suggested wording:

---

### **INSURANCE FOR LETTINGS - INSURANCE CLAUSE**

#### **A. INJURY TO PERSONS OR PROPERTY**

*The Hirer shall indemnify Southampton City Council against all claims for damages, compensation and/or cost in respect of:*

- i) accidental bodily injury or illness to third parties, and/or*
- ii) accidental damage to third party property caused by or arising out of the Hirer's use of the premises.*

*except when claims for damages, compensation and/or costs are as a result of the negligence of Southampton City Council, its servant or agents.*

#### **B. DAMAGE TO PREMISES AND EQUIPMENT**

- i) The Hirer shall be responsible for loss or accidental damage to the premises and contents therein, which is the property of Southampton City Council*

*except when loss or damage to the premises or contents therein is as a result of the negligence of Southampton City Council, its servants or agents.*

---

A hirer would be expected to have adequate insurance to cover this liability in the form of Public Liability (Third Party) Insurance. Evidence of cover should be supplied to the school prior to the hiring taking place and be in the form of a copy of the policy schedule or a letter from an insurer or broker confirming cover details. In each case the following details should be checked to ensure that:

- the limit of indemnity is at least £5m;
- the period of cover is valid for the duration of the hire period i.e. the policy has not expired;
- the information supplied quotes the policy number, name and address of the insurer.

A copy of the insurance information should be retained on file by the school.

For further information please contact Risk and Insurance Services on 023 8083 2835 or at [insurance@southampton.gov.uk](mailto:insurance@southampton.gov.uk)