



Lettings Policy

Reviewed and approved by:	Finance and Buildings Committee
Reviewed and approved on:	2 July 2025
Policy review due by:	July 2027
Appendix A and D next review due by:	July 2025

PURPOSE

The Governing Board regards the school buildings and grounds, which are owned by West Sussex County Council (WSCC), as a community asset and will make reasonable efforts to enable them to be used as much as possible. The Governing Board supports and encourages the letting of the school premises to individuals and groups who share the school's values and aims and agree to conform to the school's Equal Opportunities and Health, Safety and Security policies.

The Governing Board seeks to:

- I. Create additional educational, recreational and social opportunities for Downlands students, their parents and other members of the community.
- II. Make the most efficient, cost-effective use of all the school's facilities for the benefit of the whole community.
- III. Secure additional income for the benefit of students who attend the school.

Priority for the use of the school premises and its facilities will always be given to Downlands students engaged in educational activities.

POLICY GUIDELINES

Safeguarding

The School is committed to the safeguarding of children. To this end we have included the following in our terms and conditions that hirers must sign if they wish to hire our premises. To accept full responsibility for meeting all safeguarding and child protection requirements, the school is committed to safeguarding and promoting the welfare of children and young people and you must sign below to show your acceptance of this condition if you are to hire our premises.

Appropriate activities

The Headteacher has overall responsibility for all lettings at Downlands. They will have delegated responsibility for deciding whether the proposed activity and the credentials of the potential hirer are appropriate with regard to: the school's values and policies; the nature of our facilities; health and safety; any special characteristics of the people likely to use the facilities; insurance cover and the likely impact of the activity on the school's neighbours.

Charges

The School Business Manager will produce an annual scale of charges informed by appropriate guidance from the Local Authority (LA) and the aims underpinning the policy identified above. This scale of charges is subject to annual approval by the Governing Board. The current charges are shown in [Annex A](#) of this policy. The Headteacher has discretion to negotiate reduced fees for bookings from charities. The maximum period for the letting is normally limited to twelve months. A damage retention charge may be made at the discretion of the Headteacher. This refundable charge is to be paid in addition to and at the same time as the letting charge.

Terms and Conditions

The School Business Manager will prepare, review and update the Terms and Conditions in accordance with WSCC guidelines. The Governing Board will approve these Terms and Conditions annually. See [Annex B](#) for a copy of these Conditions of Hire.

Administration and Financial Control

The School Business Manager is responsible for the administration of all lettings including financial administration. All lettings will be invoiced and recorded on the school's accounts system according to current guidelines from the Local Authority. The School Business Manager will retain records of each letting for a period of two years.

The School Business Manager will complete and issue to the Hirer as required:

- **Annex A Schedule of Charges**
- **Annex B Conditions and Application of Hire**
- **Annex C School Kitchen Hire Agreement**
- **Annex D Hirer's Insurance – Indemnity Clause**

On receipt of the application and indemnity forms, the letting may progress at the discretion of the Headteacher. An invoice is raised and payment is expected to be received before the hire date and within 7 days of the date of the invoice.

Insurance

This is also covered in the Conditions of Letting but is of such importance that it is included in the Board of the policy. When hiring out School premises it is mandatory to require persons/groups to accept responsibility for damage to the premises and its equipment and for Third Party claims involving injury to persons and/or damage to property.

- i. Any hirer of school premises therefore needs to produce evidence of a £10,000,000 Public Liability policy, although this can be reduced to £5,000,000 in the majority of circumstances. They will need to produce the policy so that it can be checked.
- ii. Non-commercial hirers do not usually have their own public liability insurance and the County Council has arranged the Third-Party Hirers Insurance policy in order to avoid any problems where insurance is concerned. The policy is available to non-commercial hirers only and should not be used as a top-up to any existing policies. Political meetings and professional entertainment promotions, commercial or trade hirers are all excluded from using this policy.
- iii. Once a school has registered, they may offer this policy to any of their non-commercial hirers who do not have public liability insurance. The premium is 10% of the hire fee plus 12% for Insurance Premium Tax and this is additional to the hire fee, vat etc.
- iv. Affiliated Groups - this term is used to describe non-commercial groups who hire a school on a regular basis. An annual premium rate of £55 inclusive of IPT applies to affiliated groups. If the group is a regular user over the year, it can sometimes be more cost effective to pay the annual premium, rather than pay an insurance charge each time they use the hall. The annual premium will insure the group every time they use the school premises during that particular year.
- v. Staff may hire the premises for their own private use. However, they must be covered by appropriate insurance. If they use/hire the premises for non commercial purposes they must make a payment towards WSCC Third Party Hirers Insurance policy, to be agreed with the School Business Manager. Any member of staff who uses/hires the premises for any commercial purpose must provide a copy of their Public Liability Insurance.

IMPLEMENTATION

The implementation of this policy is the responsibility of the School Business Manager with line management responsibility being through the Headteacher. This policy is supported by procedures and guidelines produced by the School Business Manager.

MONITORING AND EVALUATION

a. Governing Board Responsibility

There are named Governors with responsibility for Finance and Buildings Committee. This policy sits within that area of responsibility.

b. Senior Leadership Team (SLT) responsibility

The Headteacher has responsibility for this policy. The Headteacher will provide:

- The SLT with an annual report about the efficiency and effectiveness of this policy as part of the annual budget review.
- The Governing Board with an annual report as part of the budget analysis budget preparation cycle.

c. Review

The narrative part of this policy will be reviewed bi-annually. The charges will be reviewed annually and when changes occur the policy will be presented to Governors for their approval.

Annex A Schedule of Charges

Downlands Community School – Current Facility Charges (8am – 5pm)

VENUE	Hourly Charge / Day Rate	Additional Charges
Main School Hall	£30 / £150	For use of stage lights or sound system
Dining Hall	£25 / £125	
Gym	£25 / £125	For use of any school equipment
Drama Studio	£25 / £125	
Stem Suite	£25 / 125	For use of computers and kitchen
Amphitheatre	Commercial £300 / £200 half day Charity £170 / £100 half day	Half day (8am-12pm, 1-5pm, 6-10pm)
Classroom	£20 / £100	
Site staff open/lock facilities outside of 8am – 4pm	Weekdays £35.60 Weekends £45.60	
Main hall, dining room and kitchen	£350 special day rate	

Other venues or facilities by request.

If the hirer requires a number of venues for a half or whole day a total price may be negotiated.

The above costs include WSCC fixed charges per session and heating/electric supplement per session.

Third-Party Hirers Insurance, if required is charged at 10% of the total hire fee plus 12% for Insurance Premium Tax.

PLEASE NOTE FIRE REGULATIONS BEFORE MAKING BOOKING

INSERTED ALL ANNEXES INTO 1 DOCUMENT

Annex B Conditions and Application of Hire

CONDITIONS OF HIRE & APPLICATION FOR HIRE OF SCHOOL PREMISES FORM SL1

Name of School: DOWNLANDS COMMUNITY SCHOOL

Name of Hirer: XXXX ('the Hirer')

1. The School will provide the Hirer with up-to-date H&S information needed for the period of hire.
2. The Governors of the School are advised to include the vetting of hirers to ensure their premises are not being used for radicalisation purposes.
3. The Hirer shall satisfy himself that the facilities to be hired are suitable for his purposes.
4. The use of the premises must not interfere with the proper working of the School or impair its efficiency.
4. The contract for the hire of the premises between the Hirer and the Governors of the School shall take effect only upon written acceptance of the application on behalf of the Governors being posted or handed to the Hirer.
5. The Hirer shall be advised of the hiring fees (and any insurance premium) either on completion of the application form (Form SL1) or on the written acceptance of the hiring and shall pay the hire fee within 7 days of the written acceptance.
6. In the event that the Hirer cancels the hiring, the following fees shall be repayable to the Hirer, less any expenses incurred, at the Governors' discretion:

not less than 42 days notice of cancellation	–	75% of fees
not less than 28 days notice of cancellation	–	50% of fees
less than 28 days notice of cancellation	–	no refund
7. The Hirer shall indemnify the Governors of Downlands Community School and the West Sussex 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.
8. The Hirer shall be responsible for loss or damage to the School premises and contents therein the property of the West Sussex County Council.
9. The Hirer shall obtain adequate insurance in respect of the liabilities and the loss or damage referred to respectively in Conditions 6 and 7 above (see [Annex B](#) for Conditions of Hire for explanatory notes on insurance).
10. In order to obtain adequate insurance whether from your own insurance source or if you wish to use the insurance provided through the school and West Sussex County Council (see [Annex D](#)), you should ensure that you have an appropriate risk assessment of the activity you are going to undertake. The risk assessment should be attached to this form.
11. The risk assessment does not have to be a detailed document, but it will need to provide information on what activity will take place on the school premises and in which rooms. There should be a simple plan of:
 - How are people going to get into the premises,

- How will they be notified of an emergency and what they should do if an alarm is activated
 - Information on what they can and can't do, where they can go and can't go etc
 - Appropriate control measures to deal with emergencies such as a nominated first aider, someone who remains able to take control if there is an emergency and call the emergency services if needed.
12. The Governors do NOT hold licences for (a) public dancing, music or any other public entertainment and (b) public performance of plays. The Hirer shall be responsible for obtaining any licence required from the District/Borough Council and shall produce the licence for inspection prior to the hiring date after liaison with the school. The Hirer shall be responsible for complying with the terms of any such licence.
 13. The Hirer shall be responsible for complying with the legislation relating to copyright in relation to the hiring and with the legislation relating to copyright in relation to the hiring and the requirements of the Performing Rights Society Limited and Phonographic Performance Limited concerning the performance respectively of musical work and sound recordings on the premises. The Hirer indemnifies the County Council against any breach of this condition.
 14. If the Hirer intends to apply for a Justices' Occasional Licence for the sale of intoxicating liquor, then the **written approval of the Governors shall first be obtained**. The Hirer shall be responsible for ensuring compliance with the provisions of the Licensing Acts.
 15. The Hirer shall be responsible for ensuring that any gaming or lottery, which takes place on the School premises, complies with the relevant legislation.
 16. 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 front of the School premises subject to availability.
 17. Where permission is given for the use of kitchen areas, this will normally be limited to the use of ranges, hot cupboards and wash up sinks. The Hirer shall be responsible for the provision of crockery, glasses, cutlery and cleaning materials. Kitchens must be left in a clean and tidy condition for the preparation of the school meal on the following day. On no account may foodstuffs stored in kitchens be used by Hirers.
 18. The Hirer is responsible for the preservation of good order during the hiring. The Hirer shall at all times provide an adequate number of stewards who shall be present throughout the hiring.
 19. The Governors reserve the right to require the Premises Officer 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.
 20. The wearing of nailed or stiletto-heeled or other unsuitable footwear in indoor areas is prohibited.
 21. 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.
 22. The laying of composition or other preparation on School floors is prohibited, without the prior written approval of the Governors.
 23. No smoking is allowed on any part of the premises or grounds (this includes the driveway, car park and fields).

24. School furniture (other than chairs in the hired accommodation) and equipment shall not be moved except by prior arrangement.
25. Any alteration or addition to the school lighting or electrical heating systems is strictly forbidden, except with the written consent of the Governors. Consent may be subject to conditions, which the Hirer will be required to observe.
26. If any special equipment is required, it must be clearly stated on the application form. An extra charge will be made for this service, and the School must be satisfied that a competent person will supervise the use of the equipment.
27. The Hirer will be responsible for providing any first aid facilities that he deems necessary in accordance with the Health and Safety (First Aid) Regulations 1981.
28. The Hirer shall report to the School, as soon as possible, any incident requiring an ambulance or hospital treatment that arose during the course of the hire. The School shall log the report on the Health & Safety Incident Management System, WSCC.
29. No function shall extend beyond the hiring period and the Hirer shall completely vacate the premises and grounds by that time, unless special arrangements have been agreed on behalf of the Governors.
30. After use, the Hirer must leave the premises in a clean and tidy condition, the Hirer's property removed, and all appliances switched off and lighting extinguished. The Governors reserve the right to recover from the Hirer any additional expenses incurred as a result of non-compliance with this condition.
31. The Governors 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 Governors 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 Governors.

32. **SAFEGUARDING**

The school is committed to the safeguarding of children. To this end we have included the following in our terms and conditions that hirers must sign if they wish to hire our premises.

To accept full responsibility for meeting all safeguarding and child protection requirements. The school is committed to safeguarding and promoting the welfare of children and young people and you must sign below to show your acceptance of this condition if you are to hire our premises.

33. **FIRE ALARMS AND EVACUATION**

34. The Hirer shall ensure that they understand about the fire safety procedures and take responsibility for the evacuation of people attending the event. Our advice would be that you keep a register of attendees. If it is your first hiring the Premises Officer will explain the procedure.

We strongly advise that you familiarise yourself with the fire procedures, fire alarms and fire exits and that you keep a record of attendees to act as a check should there be an emergency. If this is your first hiring the Premises Officer will go through the procedures and ask you to sign this form.

Please sign to confirm that the Premises Officer has explained the following:

	FIRE SAFETY FORM	Tick as explained
1	Where the fire exits are located	
2	The fire alarm signal is a continuous ringing of the bell system	
3	The assembly point in the grounds	
4	Where the fire alarms are located	
5	How you can contact the premises officer in case of emergency : Dave Elliff Tel: 07535 949268	
6	Anyone discovering a fire should: • Activate the nearest fire alarm • Dial 999 to alert and give details to the emergency services • Contact the Premises Officer	
7	The Premises Officer will advise you on whether it is appropriate to return to the building	

Signed by hirer to confirm above has been explained

Date

Signed by the hirer to confirm acceptance of this condition

Date

Premises Manager to return completed form to the SBM.

This Application of Hire should be completed and returned to the School as soon as possible. If the application is accepted, a copy of the form will be returned to the Hirer.

Name of School: DOWNLANDS COMMUNITY SCHOOL, Dale Avenue, BN6 8LP

Reference Number of Hiring: **[to be entered by the School]**

1. **Name of Organisation:** **[insert]** (The Hirer).
2. Name, address and telephone number of person responsible for organising the letting to whom all correspondence should be sent:
[insert full name, address and contact information]
3. The Hirer applies to use the School premises on:
[day, date, time from, time to]
for the following purpose(s):
[reason for hire]
(specify precise nature of proposed function, and whether to be private or public)
4. Parts of Premises required:
[insert]
The hiring will be confined to the use of the premises as set out above. If the Hirer wishes to use any other part of the premises, separate application must be made as early as possible.
5. Do you require the accommodation to be heated? **YES/NO**
6. Will there be a public entertainment or public performance of a play? **YES/NO**
7. Is it proposed to apply for a Justices' Occasional Licence for the function? **YES/NO**
8. Will use of the kitchen areas be required for preparing refreshments? **YES/NO**
If YES, please supply details on an accompanying sheet.
9. Will the use of any special equipment be required? **YES/NO**
If YES, please specify on an accompanying sheet.
10. Any other special requirements? **YES/NO**
e.g. seating arrangements, Premises Officer to be in attendance?
Additional charges may apply.
If YES, please specify on an accompanying sheet
11. **Conditions of Hire and Indemnity**
If the Hiring is agreed the Hirer undertakes and agrees:
 - (a) to pay the hiring fees and insurance premium totalling: **[entered by the School]**
(If the charges are specified here, payment for the full amount must accompany this application. If the charges are not specified here, they will be notified if and when the hiring is approved and payment is due within 7 days of notification of approval).
 - (b) to comply with the Conditions of Hire including the indemnities set out in Conditions 6 and 7, and the insurance requirements in Condition 8.
12. Is the hirer's cover provided by WSCC's insurers required? **YES/NO**
If not, please supply a copy of your own insurance policy/broker's letter confirming comparable cover.

Signed:

I certify that I am over 18 years of age and that I am authorised to sign for and on behalf of the organisation.

Name: **Date:**

Annex C School Kitchen Hire Agreement

Prior to hiring the use of the kitchen, the following agreement must be read and signed by the person responsible for the hire.

- The kitchen should only be used for food and beverage preparation.
- All persons using the kitchen must be over 18.
- Persons in the kitchen are responsible for their own health and safety.
- Persons must wear appropriate protective clothing over their outdoor clothes. Kitchen floors can become slippery and suitable non slip footwear should be worn.
- Please ensure hand washing takes place throughout working in the kitchen.
- The kitchen must be left in the same condition it was found in.

Equipment available for use within the kitchen is as follows:

- Sink and drainer opposite the dishwasher is available for hand washing up of equipment
- Work surfaces for food preparation.
- **No machinery including dishwasher, ovens and extraction fans can be used.** Only fully trained personnel are able to use this equipment.
- A broom, bucket and mop are provided for use **only** in the kitchen area. Separate equipment for the hall will be provided by the school.

Further information:

- Washing up liquid, floor cleaner, worktop cleaner, cloths or tea towels are not provided.
- All waste must be disposed of in tied up black bags and put in the correct bin, in the outside bin areas. Bin bags are not provided.
- All breakages must be paid for.

Please see **End of use check sheet** which must be completed and signed off by the person responsible for the kitchen on the day.

I agree to comply with this agreement:

SignedPrint Name.....

Date.....

Date of use:

For and on behalf of

End of Use Check Sheet Following Hire of Kitchen

SignedPrint Name.....

Date.....

For and on behalf of

Please tick when cleaning is completed and identify any damage.

Please return to Premises Department to sign off in agreement. Retention of document is by the School Business Manager.

Area	Cleaned	Damaged	Signed	Signed Off
Food service counters				
Sinks				
Hand basins				
Work surfaces				
Floor swept				
Floor mopped				
Waste removed to outside bins				
Other				

Annex D - HIRER'S INSURANCE – INDEMNITY CLAUSE

INJURY TO PERSONS OR PROPERTY

1. The Hirer shall indemnify West Sussex 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 Councils servants and agents or Governors 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 preferred minimum limit of indemnity of £10 million, although £5 million is acceptable subject to approval from the Litigation, Insurance and Risk Management Section at West Sussex County Council.

The Hirer shall effect adequate insurance to cover this liability:

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 West Sussex County Council, except when loss or damage to the premises or contents are as a result of the negligence of West Sussex County Council.
2. The Hirer shall effect adequate insurance in respect of such loss or damage.

Hirers who have no Public Liability Insurance, must as a condition of the proposed hiring, take out the Hirer's Insurance arranged by West Sussex County Council, (provided they do not fall within the definition of the exclusions listed below) and the premium must be added to the hiring fee payable.

HIRERS INSURANCE

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 Third Party claims involving injury to persons and/or damage to property.

Due to difficulties experienced by non-commercial hirers in arranging Public Liability Insurance with a Limit of Indemnity of £10 million, the County Council has arranged the following policy:

WEST SUSSEX COUNTY COUNCIL – ON BEHALF OF NON-COMMERCIAL INDIVIDUALS AND ORGANISATIONS HIRING COUNTY COUNCIL SCHOOLS, COMMUNITY COLLEGES, EDUCATION CENTRES AND OTHER WEST SUSSEX 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 limited to £10,000 per hiring and is subject to an excess of £100. Damage resulting from Fire or Explosion is limited to £10 million.

EXCLUSIONS

Political Meetings and Professional Entertainment Promotions. Commercial or trade hiring.

PREMIUMS

The premium is charged at 10% of the basic hire charge, plus 12% Insurance Premium Tax (IPT). If a group is affiliated to the school or establishment they can obtain a special rate, details of which can be supplied by contacting the Litigation, Insurance and Risk Management Section at West Sussex County Council.