

# Lettings policy

Approved by: Governors  
STA Contact: Operations Manager

Approved on: **July 2025**  
Revision due: **Summer 2028**

## 1. Adoption

The Governing Body at St Andrew's CE High School have adopted the lettings policy set out below.

## 2. Introduction

The Governing Body will make every reasonable effort to ensure the school building and grounds are available for community use. However, the overriding aim of the Governing Body is to support the school in providing the best possible education for its pupils. Any lettings of the premises to outside organisations will be considered with this in mind.

- **Definitions of a letting**  
A letting may be defined as 'any use of the school premises by either a community group or a commercial organisation', regardless of whether a letting fee is charged. It must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.
- **Charges for a letting**  
The governing body is responsible for setting the charges for the letting of the school premises, as set out in the approved scale of lettings charges (See Schedule of Rates).

## 3. Applying to use the school

- Applying to use the school premises should be made to the Lettings Coordinator using the online portal Bookings Plus and the Letting Agreement should be filled in at least 21 days before the event.
- The Lettings Coordinator will resolve any conflicting requests for the use of the premises, with school functions always receiving priority.
- The Lettings Coordinator is responsible for the management of lettings, in accordance with the school's policy, but the Headteacher retains overall responsibility.
- If the Lettings Coordinator has any concern about the appropriateness of a particular request for a letting, he/she will consult the Operations Manager, who has the authority to determine the issue on behalf of the Governing Body.
- The Governing Body has the right to refuse an application and no letting should be regarded as 'booked' until approval has been via Bookings Plus.
- No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been confirmed via Bookings Plus.

## 4. Letting agreement

- Once a letting has been approved on Bookings Plus, confirmation of the details of the letting, along with a copy of the terms and conditions and the letting agreement will be provided to the Hirer
- The letting agreement needs to be signed and uploadedx to Bookings Plus before the letting can take place. It should be signed by a named individual and the agreement should be in their name, giving their permanent private address.
- The named individual applying to hire the premises will be invoiced for the cost of the letting.
- All letting fees will be paid into the school's bank account via Stripe to offset the costs of the hire.

### 4.1 Termination of letting agreement

- The Operations Manager, Headteacher, or the Chair of the Governing Body, has the immediate power to terminate any letting agreement relating to the hire of the school premises, in accordance with the terms and conditions of the model agreement attached.

## 5. Safeguarding

The Hirer shall ensure that where a hiring involves activities aimed predominantly at children, and/or the activity is positively supported by the school for the attendance of children, they have appropriate safeguarding policies and procedures in place and that they, themselves and those persons likely to have

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contact with children, have been subject to Enhanced DBS checks. The governors reserve the right to require the Hirer to produce evidence that enhanced DBS checks have been carried out on all persons and to review safeguarding policies and procedures and to impose any additional requirement they consider appropriate in connection with the hiring. If for any reason the governors are not satisfied then they reserve the right to cancel any hiring and there shall be no liability to the Hirer other than to refund any hiring fee or deposit paid. The school's safeguarding policy can be found on the school website.

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## TERMS AND CONDITIONS OF LETTING OF THE SCHOOL PREMISES

1. The School will provide the hirer with up-to-date H&S information needed for the period of hire. Guidance, for the school, is available on what information needs to be provided to the hirer. The guidance is located within the Resources section under Health and Safety A-Z (Hiring out your premises) on West Sussex Services for Schools (WSSfS).
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 themselves that the facilities to be hired are suitable for their purposes.
4. The use of the premises must not interfere with the proper working of the School or impair its efficiency.
5. The contract for the hire of the premises between the Hirer and the Governors of the School shall take effect only upon acceptance of the application on behalf of the Governors on Bookings Plus
6. 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 receipt of the invoice from the school.
7. In the event that the Hirer cancels the hiring within 7 days of the booking, no refund will be given. A 100% refund will be given to the hirer with notice of cancellation given with over 7 days notice.
8. The Hirer shall indemnify the Governors of St Andrews CE High School and the West Sussex County Council against all claims for damages, compensation and/or costs in respect of:
  - bodily injury or illness to Third Parties, and/or
  - damage to Third Party property caused by or arising out of or being incidental to the Hirer's use of the premises.
9. The Hirer shall be responsible for loss or damage to the School premises and contents therein the property of the West Sussex County Council.
10. The Hirer shall obtain adequate insurance in respect of the liabilities and the loss or damage referred to respectively in Conditions 6, 7 and 8 above. (See Appendix following Conditions of Hire for explanatory notes on insurance).
11. In order to obtain adequate insurance either from your own insurance source or if you wish to use the insurance provided through the school and West Sussex County Council (see appendix), you should ensure that you have an appropriate risk assessment of the activity you are going to undertake. The risk assessment should be uploaded to Bookings Plus..
12. 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
13. 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). The Hirer shall be responsible for complying with the terms of any such licence.

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14. 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.
15. 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.
16. The Hirer shall be responsible for ensuring that any gaming or lottery, which takes place on the School/College premises, complies with the relevant legislation.
17. Use of the premises is limited to the accommodation hired and necessary facilities such as toilets. Car parking is permitted in designated areas on the School premises subject to availability.
18. 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.
19. 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.
20. 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.
21. The wearing of nailed or stiletto-heeled or other unsuitable footwear in some indoor and outdoor areas is prohibited.
22. 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.
23. The laying of composition or other preparation on School/College floors is prohibited, without the prior written approval of the Governors.
24. Smoking or vaping on the site is prohibited.
25. School furniture (other than chairs in the hired accommodation) and equipment shall not be moved except by prior arrangement.
26. 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.
27. If any special equipment is required, it must be clearly stated at initial application. 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.
28. 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.
29. The Hirer shall report to the School, as soon as practicable, any incident requiring 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.

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30. 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. If special arrangements are made to increase the lettings bookings time, the Hirer shall be charged accordingly.
31. 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.
32. 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.

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## APPENDIX

### HIRER'S INSURANCE – INDEMNITY CLAUSE

#### A. 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: -

#### B. 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.

#### C. 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**

#### D. 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.

#### E. 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.

#### F. EXCLUSIONS

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

#### G. PREMIUMS

The premium is charged at 10% of the basic hire charge, plus 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.