Introduction

The Governors of West Sussex Alternative Provision College regards the schools buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible. However, the overriding aim of the college is to support the school in providing the best possible education for its young people, and any lettings of the premises to outside agencies / organisations will be considered with this in mind.

The school's delegated budget (which is provided for the education of its pupils) will not be used to subsidise any lettings by community or commercial organisations. A charge will be levied to meet the additional costs incurred by the school in respect of any lettings of the premises. As a minimum, the actual cost to the school of any use of the premises by an outside organisation must be reimbursed to the school's budget.

Definition of a Letting

A letting may be defined as "any use of the school premises (buildings and grounds) by either a community group or commercial organisation. A letting must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

Types of Lettings

Single lettings are those where an individual or organisation wishes to hire facilities on a one off basis, these lettings should still be subject to a formal lettings agreement and follow the same principles as a continuous letting. Continuous lettings are those that run for a number of weeks or terms.

Hirers Agreement

All lettings (even those where no charge is made) must be subject to a conditions of hire agreement (Annex A), this will detail the terms of the letting and must be signed by both the school and the hirer. A letting should only be confirmed as accepted when a signed agreement is in place. Any amendments to an agreement will require a new agreement form to be signed.

Terms of Agreements (Charges and Insurance)

The Governing Body is responsible for setting charges for the letting of the school premises and adopts the standard charge for the use of school premises by West Sussex Education 2017 (Annex B). The charges cover the following:

- Cost of services (heating and lighting);
- Cost of staffing (additional security, caretaking and cleaning) - including "on-costs";

- Cost of administration;
- Cost of "wear and tear";
- Cost of use of school equipment (if applicable);
- Profit element (if appropriate).

Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the organisations involved.

When the school is being used for election purposes a Let Form will still need to be completed, but no charge will be made as PCC will reimburse the school with a token payment to cover the utility charges. (Annex C)

Non-commercial hirers who have no existing Public Liability Insurance with a preferred minimum limit of indemnity of £10 million, (although £5 million may be acceptable subject to approval) must as a condition of the proposed hiring, take out the Hirer's Insurance arranged by West Sussex County Council. The premium is charged at 9% of the basic hire charge, plus 12% Insurance Premium Tax (IPT).

Management and Administration of Lettings

The Headteacher is responsible for the management of lettings, in accordance with this Policy. Where appropriate, the Headteacher may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

If the Headteacher has any concern about whether a particular request for a letting is appropriate or not, they will consult with the Governing Body.

The Administrative Process

Organisations seeking to hire the school premises should approach the Assistant Business Manager (or other designated member of staff), who will identify their requirements and clarify the facilities available. A Booking Form for School Lettings (Annex D) should be completed at this stage. The starting and finishing times on the booking form should be such, to allow time for any setting up and clearing up respectively. The Headteacher / Governing Body has the right to refuse an application, and no letting should be regarded as "booked" until approval has been given in writing.

No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.

Once a letting has been approved, confirmation will be sent to the hirer, setting out full details of the letting and enclosing a copy of the terms and conditions and the hire agreement.

The letting should not take place until the signed agreement has been returned to the school. The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the West Sussex standard charges for the use of School Premises 2017.

The hirer should be a named individual and the agreement should be in their name, giving their permanent private address. This avoids any slight risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure.

All lettings fees which are received by the school will be paid into the school's individual bank account, in order to offset the costs of services, staffing etc (which are funded from the school's delegated budget). Income and expenditure associated with lettings will be regularly monitored to ensure that at least a "break even" situation is being achieved.

An annual report on lettings will be made to the governing body and will include information on users, finances, incidents and accidents, enquiries and any lettings refused.

ISSUED	March 2018
ADOPTED BY WSAPC	March 2018
RATIFIED BY GB	19 March 2018
REVIEW DATE	

Annex A- Hirers' Agreement Terms and Conditions

The terms and conditions can be changed depending on the hirer (eg. Whether kitchen use is required, access into the building is needed etc)

All terms and conditions must be adhered to. The "Hirer" shall be the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting and ensuring the terms and conditions are adhered to.

Name of School/College:

…….

Name of Hirer: ……. ('the Hirer')

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/College 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/College or impair its efficiency.

5. The contract for the hire of the premises between the Hirer and the Governors of the School/College shall take effect only upon written acceptance of the application on behalf of the Governors being posted or handed to the Hirer.

6. The Hirer shall be advised of the hiring fees (and any insurance premium) either on completion of the application form (**Form SL1**) attached or on the written acceptance of the hiring and shall pay the hire fee within 7 days of the written acceptance.

7. 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

8. The Hirer shall indemnify the Governors of …….. School/College 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.

9 The Hirer shall be responsible for loss or damage to the School/College 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 and 7 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 attached to this application form.

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 the there is an emergency and call the emergency services if needed

13 The Governors hold/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.

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/College 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 Caretaker/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 indoor 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 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 on the application form. An extra charge will be made for this service, and the School/College 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.

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.

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.

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.

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 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.

ANNEX B

STANDARD CHARGE FOR THE USE OF SCHOOL PREMISES BY WEST SUSSEX EDUCATION SERVICES FROM

1ST SEPTEMBER 2025

	Primary	Secondary
Fixed charge per session per site	£39.60	£49.10
Heating supplement per session per site	£15.10	£78.50

Hourly Rate charges in addition to the above		
Hall/Gym charge	£8.60	£10.00
Room Charge	£5.00	£5.70
ICT Room	£8.60	£10.00

These charges will apply to West Sussex education services using school sites and facilities.

Please note that the definition of a session is a morning, an afternoon or an evening. For morning and afternoon sessions during the school day, education services would not normally be charged for heating and opening and closing charges since such costs are already publicly funded through the school budget share. The Music Education Hub provides instrumental tuition for pupils during the school day and will not be charged for the use of premises during the school day but can be charged the standard charge for use of premises out of school hours.

A service level agreement between regular local authority service users of school premises and schools will set out the level and quality of service that is covered by the standard charge and arrangements to meet any costs that fall outside the standard charge structure.

Note to Heating Supplement:

The use of different fuel mixes between Primary and Secondary schools is reflected within the heating supplement.

ANNEX C

USE OF SCHOOL PREMISES – CHARGES FOR ELECTION PURPOSES

FROM 1st SEPTEMBER 2025

THESE CHARGES ARE MANDATORY AND SCHOOLS WILL RETAIN THE INCOME FROM THE ELECTORAL USE OF SCHOOL PREMISES.

1.

Estimated cost of caretaking £27.30 plus an additional £9.30 if polling continues after 10.00 p.m.

Plus

2.

For one polling station on the site, an additional payment of £4.90 for the cost of caretaking and £12.80 in respect of the school's expenses;

Or

3.

For two or more polling stations on the site, (a) an additional payment of £9.80 for the cost of caretaking, and (b) £13.10 per station in respect of the school's expenses.

Annex D – Booking Request

Name of School/College: …….

Reference Number of Hiring ……

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

1. **Name of Organisation:**. ……(The Hirer).

2. Name, address and telephone number of person responsible for organising the letting to whom all correspondence should be sent:

   ……

   ……

3. The Hirer applies to use the School/College premises on: ……(date)

   from …….. am/pm
   to …….. am/pm

   for the following purpose(s):

   (specify precise nature of proposed function and whether to be private or public)

4. Parts of Premises required:

   Please Note:
   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**

   If heating is required, please state times: from …….. am/pm
   to …….. am/pm

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:

10. Any other special requirements? **YES/NO**
e.g. seating arrangements, Caretaker/Premises Officer to be in attendance?

If YES, please specify:

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: **£** ……..

(If the charges are specified here, a cheque 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.

HIRER

Please check that you have a copy of the Conditions of Hire

Dated: …… **Day** …… **Month** ……. **Year**

Signed: …….. **(I certify that I am over 18 years of age)**
(for and on behalf of the Organisation)

Please tick the box if the hirer's cover provided by West Sussex County Council's insurers is required ☐

If not, please supply a copy of your own insurance policy/broker's letter confirming comparable cover.