



Milton Mount Primary School
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Premises Conditions Of Hire Milton Mount Primary School

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1. Aims and scope

We aim to:

- Make sure the school's premises and facilities can be used, where appropriate, to support community or commercial organisations
- Allow the hiring of the premises without using the school's delegated budget to subsidise this
- Charge for the use of the premises to cover the costs of hire and, where appropriate, raise additional funds for the school
- Not let any hiring out of the premises interfere with the school's primary purpose of providing education to its pupils
- Hire out facilities in a way that is safe, within current legislation and following government guidelines
- Complete due diligence checks on companies or individuals wishing to hire school facilities.
- Ensure the use of the premises does not interfere with the proper working of the school or impair its efficiency.

2. Areas available for hire

2.1 Available areas

The school will permit the hire of the following areas:

- Large hall
- Small hall
- Kitchen
- Classrooms
- Playing fields

2.2 Capacity and charging rates

The maximum capacity and rates for hiring each area are as follows:

AREA	CAPACITY	COST
Large hall	345 Depending on usage	£20 per hour
Small Hall	150	£15 per hour
Kitchen	15	Additional £5 per hour
Classrooms	Dependent on classroom	
Playing fields	TBA on booking	£15 per hour

3. Charging rates and principles

3.1 Rates

The rates for hiring out different areas are listed in the table in the section above. We may decide that certain organisations or activities can use the premises for a reduced rate, or free of charge, if it supports the core aims of the school.

We may decide to impose an additional cleaning fee on top of the hiring rates.

3.2 Cancellations

We reserve the right to cancel any agreed 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, or
- iv) Government advice halts the provision of clubs or activities.

The school shall not be liable for any indirect or consequential losses, including (without limitation) any loss of profits, loss of business or the loss of any revenue arising out of the cancellation of any hire.

The hirer of the premises can cancel any hiring, the following fees shall be repayable:

- Not less than 42 days notice of cancellation – Full refund
- Not less than 28 days notice of cancellation – 50% of fees
- 28 days or less than notice of cancellation – no refund

3.3 Review

The revenue raised from hiring out will be reviewed by the School Business Manager and will be fed into the school's financial reporting, to ensure best value is being achieved.

4. Application process

Those wishing to hire the premises should fill out the hire request form, which you can find in appendix 1 of this policy, and read the terms and conditions of hire set out in section 5.

The hirer should fill out and sign the hire request form and submit it to the school office. Approval of the request will be determined by the School Business Manager.

If the request is approved, we will contact the hirer with details of how to submit payment and make arrangements for the date and time in question. We will also send on details of our site map and other relevant health and safety documents. The hirer will also need to provide proof of their public liability insurance.

We reserve the right to decline any applications at our absolute discretion, in particular where the organisation does not uphold the values of the school, reputational damage may occur, or the activity does not adhere to the latest government safety advice.

5. Terms and conditions of hire

The following terms and conditions must be adhered to in the hiring of the school premises. Any breach of these terms will result in cancellation of future hires without refund.

1. "Hirer" means the person or entity identified in the relevant hire request form.
2. The hirer shall satisfy themselves that the facilities to be hired are suitable for his/her purpose.
3. The hirer shall pay the full amount as stipulated by the school, and shall not be entitled to set off any amount owing to the school against any liability, whether past or future, of the school to the licensee.
4. The hirer shall occupy the part(s) of the premises agreed upon as a non-exclusive licensee and no relationship of landlord and tenant is created between the hirer and the school by this.
5. The hirer shall not sub-let any of the premises under hire.
6. Smoking on site is prohibited.
7. The hirer shall not use the premises for any purpose other than that agreed upon, as set out in the hire request form.
8. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the hire
9. The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.
10. Hirers will have access only to the particular room let to them, including where it is practicable, the use of a cloakroom and toilet accommodation. In no case is access permitted to any other part of the premises including particularly accommodation set aside for specific use of staff.
11. Car Parking is permitted in designated areas on the school premises subject to availability. Vehicles must not be driven on grassed areas. Any damage caused will be the responsibility of the hirer.
12. The hirer shall be responsible for all matters relating to health and safety and shall be responsible for those in attendance during the specified time.
13. The hirer is responsible for ensuring that no unauthorised persons enter the premises during the hours of use and to insure the premises have been fully vacated at the end of the hire.

14. The hirer is responsible for risk assessments for any activities and clubs. It will need to provide information on what activity will take place on the school premises, and in which rooms. There should be a plan of the following:
 - i) How are people going to get into the premises,
 - ii) How will they be notified of an emergency and what they should do if an alarm is activated
 - iii) Information on what they can and can't do, where they can and can't go.
 - iv) 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.

Risk assessments will be provided to the Business Manager a minimum of 10 days prior to commencement of hire.

15. All hirers must should establish their own fire risk assessment for evacuation in accordance with staffing levels and location. A site map will be provided by the school.
16. The hirer must take out its own public liability insurance with a reputable insurer approved by the school and, where requested by the school, shall provide of copy of the relevant insurance certificate no less than 10 days before the start date of the hire.
17. The hirer shall not conduct, nor permit or suffer any other person to conduct, any illegal or immoral act on the premises, nor any act that may invalidate any insurance policy taken out by the school in relation to the premises.
18. The hirer shall indemnify and keep indemnified the school from and against:
 - a. any damage to the premises or school equipment;
 - b. any claim by any third party against the school; and
 - c. all losses, claims, demands, fines, expenses, costs (including legal costs) and liabilities, arising directly or indirectly out of any breach by the hirer of the licence or any act or omission of the hirer or any person allowed by the hirer to enter the premises
19. Save that nothing in the hire shall exclude or limit either party's liability for personal injury or death arising from the negligence of either party or any other liability that cannot be excluded by law, the school shall not be responsible for any losses of a direct or indirect nature, and its maximum liability to the hirer shall not exceed the total fees paid or to be paid to the school by the hirer under the licence.
20. If the Hirer intends to apply for a Justices' Occasional License 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 licensing Acts.
21. The Hirer shall be responsible for ensuring that any gaming or lottery, which takes place on the school premises, complies with the licensing Acts.
22. The hirer will leave the premises in a clean and tidy condition, the hirer's property removed, and all appliances switched off and lighting extinguished. The School has the right to recover from the hirer any additional expenses incurred as a result of non-compliance with this condition.
23. The hirer will clean all areas used.
24. School furniture (other than chairs and tables hired in the accommodation) and equipment shall not be moved except by prior arrangement. Pupil property; work must not be interfered with in any way.
25. No Nails or screws shall be driven into the walls, floors, ceilings, furniture or fittings.
26. The hirer shall be responsible for loss or damage to the School premises and contents therein the property of the West Sussex County Council. All damage and/or accidents are to be notified to the school immediately.

27. Candles are not permitted on site and the use of fireworks is prohibited.
28. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without the prior written agreement from the school.
29. The hirer is responsible for ensuring that the let finishes promptly. No function shall extend beyond the hiring period and the hirer shall completely vacate the premises and grounds by that time. There will be a charge for any extra costs incurred for any delay.
30. Hirers that have been issued with keys or fobs must pay a deposit which is fully refundable once keys are returned. Hirers will be charged for replacement keys and fobs.
31. Any costs incurred from failure to set the alarm correctly or inadequately securing the premises on departure will be the responsibility of the hirer.
32. If the hirer breaches any of the terms and conditions the school reserves the right to terminate the licence and retain any fees already paid to the school, without affecting any other right or remedy available to the school under the licence or otherwise.
33. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
34. The hirer will acquire all appropriate additional licences for any activities they are running, including those required for use of any third party intellectual property. The licence shall be presented to the Business Manager for inspection.
35. The hirer shall be responsible for complying 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 school against any breach of this condition.
36. Charges are to be reviewed annually in consultation with the School Business Manager.
37. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
38. The school's premises hire policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation letter issued by the school shall apply to and are incorporated in the agreement.
39. Counter Terrorism and Security Act 2015:
 - a) The hirer acknowledges that the school has a duty under the Counter-Terrorism and Security Act 2015 (CTSA) to have due regard to the requirement to prevent people from being drawn into terrorism.
 - b) The hirer shall facilitate the School's compliance with its duty pursuant to the CTSA and the statutory guidance issued under section 29 of the CTSA and in particular the hirer shall ensure that:-
 - i) The premises (and each and every part of them) do not provide a platform for extremism;
 - ii) The premises (and each and every part of them) are not used to disseminate extremist views
 - c) The School reserves the right to revoke without notice any contract for the hire of the premises if it identifies or suspects that the hirer may use (or be using the premises) contrary to this clause.
40. This hire shall be governed, construed and interpreted in accordance with the laws of England and Wales.
41. The school and the hirer irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising from this licence.

6. Safeguarding

The school is dedicated to ensuring the safeguarding of its pupils at all times.

It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space.

Hirers must act in line with the schools safeguarding and child protection policy. Details can be found on our [website](#).

7. Monitoring arrangements

We will review and update this document when the guidance on which it is based changes or when this version of the document otherwise stops being applicable.

Appendix 1: Hire request form

Before filling out a request form, please familiarise yourself with our terms and conditions for the hire of our premises and our rates of hire, which you can find in sections 2 and 5 of this policy. If you have any questions, please contact Alice Catling– bursar@miltonmount.co.uk

Name of organisation and company number (where applicable)	
Applicant contact details	Name: Address: Phone no: Email address:
Name of designated safeguard Lead	
DBS Number	
Purpose/activity of organisation	
Dates and timings of hire	
Parts of Premises required	
Do you require the accommodation to be heated?	
Will there be a public entertainment or public performance of a play?	
Is it Proposed to apply for a Justices Occasional Licence for the function?	

Will the Premises Manager need to be on site? (If yes, an additional cost may be levied)	
Additional equipment you will require from the school (please note we may not always be able to provide this but will inform you where this is/is not possible)	
	<p>Please attach your public liability insurance and risk assessment to the booking form along with 2 references.</p> <p>There will be a £10 reFundable deposit required for a site entrance fob.</p>

By signing below, I agree to the terms and conditions set out in the school's premises hire policy.

Name _____

Date _____

Signature

Please return this form via email to bursar@miltonmount.co.uk or to the school office at office@miltonmount.co.uk We will be in touch to inform you if your application is successful, and if so details of the full cost and documents that will need to be shared.