



Lettings Policy

Approved by:	Local School Committee	Date: 30 th September 2025
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Lettings Policy – Milton Mount Primary School

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Aims and scope

We aim to:

- Ensure that 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.

Areas available for hire

Available areas

The school will permit the hire of the following areas:

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

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	£15 per hour
Classrooms	Up to 30	£15 per hour
Playing fields	TBA on booking	£15 per hour

Charging rates and principles

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 or caretaking fee on top of the hiring rates.

Cancellations

We reserve the right to cancel any agreed hiring without notice if :-

- i) The accommodation will, due to circumstances outside our 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

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.

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 and agree to the terms and conditions of hire set out in section 5 and return it to the School Business Manager either via the school office or email bursar@miltonmount.co.uk.

Documents required for Hiring our facilities:

1. Hire request form (Appendix 1)
2. Public Liability Insurance Certificate
3. Safeguarding Agreement (Appendix 2)
4. Health and Safety agreement
5. References x 2 (for new applicants)

Once the documents are received and the request is approved an invoice will be raised and payment is required before the hire commences.

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.

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 count 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
42. Safety Inspection Responsibility: Prior to the commencement of any activity, the hirer must inspect the area and equipment they intend to use to ensure it is safe and suitable for their intended purpose. If any part of the premises or equipment appears to be unsafe or potentially hazardous, the hirer must: Prevent children, clients, or participants from accessing or using the affected area or equipment. Report the concern to the school via the designated contact Failure to comply with this requirement may result in termination of the hire agreement and/or liability for any resulting harm or damage.

Safeguarding

The school is dedicated to ensuring the safeguarding of its pupils at all times. All hirers who provide activities for children and young people are required to

- Complete the Hire Request Form (Appendix 1) and submit DBS number(s).
- submit their safeguarding policy, if this is not available the hirer is required to read and follow guidelines of our Safeguarding Policy. Details can be found on our [website](#).
- Complete our Safeguarding Agreement (Appendix 2)

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

Contracts will be terminated if hirers fail to comply with safeguarding requirements.



Appendix 1: Hire Request Form



By completing this form you are agreeing to the terms and conditions of the Milton Mount Lettings Policy. If you have any questions, please contact the School Business Manager: 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(s)	
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)	
	Please submit your public liability insurance, completed safeguarding agreement, risk assessment and 2 x references (for new hirers)

By signing below, I agree to the terms and conditions set out in the school’s lettings policy.

Name _____

Date _____

Signature _____

Please return this form via email to the School Business Manager bursar@miltonmount.co.uk



Milton Mount Primary School

Appendix 2: Safeguarding Agreement

This School is committed to safeguarding and promoting the welfare of children and young people and expects hirers to share this commitment. All hirers working with children are required to have a DBS disclosure at an appropriate level (as defined by the Disclosure & Barring Service) for those individuals working in school premises on behalf of the hirer. 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.

Please confirm the information below:

I confirm that an appropriate level of disclosure has been obtained from the DBS for the individuals working on the school premises representing this organisation. Where a DBS disclosure includes convictions, or other relevant information, I have undertaken an assessment of risk to determine whether that individual is suitable to work with children and young people.

I confirm that no individual deployed to provide or manage the childcare on school premises has been disqualified under the 2009 Regulations and that all individuals have been advised that they must inform the School Business Manager if they consider that they could be disqualified under the legislation. In the event of any individual providing such disclosure, the school is required to take appropriate action to ensure that no disqualified person is employed or otherwise provides services, with or without payment, in connection with relevant childcare provision on the school premises.

I confirm that I *have/don’t have my own child protection policy and procedures.

**Please delete as appropriate. Those without their own policy will follow the Milton Mount’s Policy Safeguarding Policy.*

I confirm that I would inform the school if any significant event happens involving a child who attends Milton Mount.

I confirm that a register of children attending the club will be taken each week, staff will ensure that children leave the premises safely with their parent or known representative unless the child has permission to walk home.

Signed for and on behalf of
(Name of Company/Organisation)

Date



Milton Mount Primary School

Appendix 3: Fire Safety

Fire Safety Compliance for Building Lettings – Milton Mount Primary School

It is critically important to adhere to our fire safety regulations and the school's established fire safety standards when hiring and using the premises. Milton Mount Primary School maintains a comprehensive Fire Evacuation Plan, and all staff undergo annual fire safety training. It is essential that any individuals or organisations letting the building demonstrate a clear understanding of fire safety responsibilities. To ensure the safety of all occupants and compliance with legal and school requirements, please observe the following:

- Fire exits must remain unobstructed at all times. Blocking these routes poses a serious risk and is strictly prohibited.
- Only PAT-tested electrical equipment may be brought onto the premises. This is a mandatory safety measure to prevent electrical hazard.
- Fire doors must never be propped open. These doors are designed to contain fire and smoke, and tampering with them compromises the safety of everyone in the building.
- All staff and volunteers involved in the letting must be familiar with the location of fire call points and fire exits.
- Your full cooperation is not only appreciated but essential in maintaining a safe environment for all users of the school facilities. Non-compliance with these standards may result in the termination of your letting agreement.
- If the school is not operational during your use of the building, you are required to have a dedicated fire evacuation plan. This plan must be shared with the school in advance to ensure coordinated safety procedures.
- Your full cooperation is not only appreciated but essential in maintaining a safe environment for all users of the school facilities. Non-compliance with these standards may result in the termination of your letting agreement.



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Appendix 4: School Facility Use and Hire Checklist

All new hirers are required to undergo checks before lettings can be agreed:

Name of individual/ agency/ organisation:	
Address of individual/ agency/ organisation:	
Name and address of individual/ agency/ organisation confirmed:	YES/ NO (delete as appropriate)
Proposed use of school facilities:	
Reference 1 Name & Contact Details:	Response:
Reference 2 Name & Contact Details:	Response:
Open Source research completed: By: (insert name) Date completed:	YES/ NO (delete as appropriate) Please list open source references below
Individual/ agency/ organisation approved	YES/ NO (delete as appropriate) If 'No' please outline reasons below

	Name:
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	Date:
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	Signature
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