

# Premises Hire Policy



This pack includes forms that we will require you to complete for your application for hire. Please sign and return this checklist along with all the forms and documents listed below to the Business Manager. Without these your application may be delayed

Conditions of Hire & Application for Hire of School Premises	<input type="checkbox"/>
Disclosure and Barring Service (DBS) Disclosures (not required for any hire involving adults only)	<input type="checkbox"/>
Public Liability Insurance (please provide or, alternatively, request the Hirer's Insurance arranged by West Sussex County Council)	<input type="checkbox"/>

Name of Hirer:

---

Name of Contact:

---

Signature:

---

Date:

---

# LONDON MEED PRIMARY SCHOOL POLICY

## 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, following government guidelines and the school's risk assessment(s)

## 2. Areas available for hire

### 2.1 Available areas

The school will permit the hire of the following areas:

Large Hall – Small Hall – Playground – Sports Field

### 2.2 Capacity and charging rates

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

AREA	CAPACITY	COST
Large Hall	Closely Seated 220	£40 for the 1 <sup>st</sup> hour £15 per additional hour
	Dancing 185	
	Seated at table 90	
Small Hall	Closely Seated 110	£40 for the 1 <sup>st</sup> hour £10 per additional hour
	Dancing 100	
	Seated at table 50	
Kitchen	n/a	Additional £20 per booking
Playground	2x netball courts. No flood lighting. No Tennis facilities	£10 per hour
Sports Field including access to changing facilities and toilets	2x football pitches (7x7) Goal posts inc	£20 per hour

LONDON MEED PRIMARY SCHOOL | POLICY REVIEWED IN MARCH 2025 BY GOVERNORS |

POLICY REVIEWED EVERY TWO YEARS – NEXT REVIEW JANUARY 2027

Bravery.....Community.....Curiosity.....Resilience.....Respect

# LONDON MEED PRIMARY SCHOOL POLICY



## 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 with reasonable notice of cancellation unless the hirer is in breach of the letting agreement. A full refund will be issued if we do cancel a hire. 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.

### 3.3 Payment details

Payment can be made via cheque made payable to 'London Meed CP School' and addressed to London Meed CP School, Chanctonbury Road, Burgess Hill, West Sussex RH15 9YQ. BACs payments details are as follows:

Barclays Bank – Sort Code 300002 – 00519834

Please inform our office when payment has been made or send remittances to [invoices@londonmeedprimary.co.uk](mailto:invoices@londonmeedprimary.co.uk)

## 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. The terms and conditions of hire set out in section 5 should also be read.

The hirer should complete and sign the relevant forms and submit them to the school office. Approval of the request will be determined by the School Business Manager.

LONDON MEED PRIMARY SCHOOL | POLICY REVIEWED IN MARCH 2025 BY GOVERNORS |

POLICY REVIEWED EVERY TWO YEARS – NEXT REVIEW JANUARY 2027

Bravery.....Community.....Curiosity.....Resilience.....Respect

# LONDON MEED PRIMARY SCHOOL POLICY

If the request is approved, we will contact the hirer to confirm arrangements for the date and time in question. We will also send details of the emergency evacuation procedures 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.

## 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 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.
3. 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 licence.
4. The hirer shall not sub-licence any of the premises under the licence.
5. The hirer shall not use the premises for any purpose other than that agreed upon in the licence, as set out in the hire request form.
6. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the licence.
7. The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.
8. 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.
9. 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 a copy of the relevant insurance certificate no less than 10 days before the start date of the licence.
10. 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.
11. 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

LONDON MEED PRIMARY SCHOOL | POLICY REVIEWED IN MARCH 2025 BY GOVERNORS |

POLICY REVIEWED EVERY TWO YEARS – NEXT REVIEW JANUARY 2027

Bravery.....Community.....Curiosity.....Resilience.....Respect

# LONDON MEED PRIMARY SCHOOL POLICY

any act or omission of the hirer or any person allowed by the hirer to enter the premises

12. Save that nothing in the licence 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.
13. Any cancellations by the school made with at least 14 days' notice will be refunded.
14. Any cancellations by the hirer received with less than 14 days' notice will not be refunded.
15. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
16. The hirer will leave the premises in the condition it was found in, leaving the area clean and tidy and not leaving any of their own equipment behind.
17. The hirer will return the area in the same cleanliness condition it was provided in.
18. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior written agreement from the school.
19. 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.
20. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
21. 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.
22. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running.
23. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
24. 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 licence.
25. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
26. 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

# LONDON MEED PRIMARY SCHOOL POLICY

The school is dedicated to ensuring the safeguarding of its pupils at all times. It is a requirement of hire that hirers abide by the schools' requirements in respect of safeguarding. Any failure from the hirer in this respect will result in the hire being terminated.

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

If there is a chance that those hiring the premises will come into contact with pupils, for example if the hire occurs during school hours, or when pupils may be present in the school (during after-school clubs or extra-curricular activities), we will ask for confirmation that the hirers have had the appropriate level of DBS check.

The hirer will be required to have appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide copies of these policies on request to the school.

The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact Susan Stalker as soon as reasonably practicable.

The hirer understands that if our school receives an allegation relating to an incident where an individual or organisation is using our school premises for running an activity for children, we will follow our usual safeguarding procedures and inform our local authority designated officer (LADO). All hirers are requested to complete and return appendix 2.

## **7. Policies**

### **7.1 Prevent Duty (radicalisation)**

The governing body will not hire the school premises to organisations whose purpose is, amongst other things, to encourage racial discrimination and/or disharmony between persons of different religious or racial groups, or are otherwise involved in activities prejudicial to good race relations.

### **7.2 Equal Opportunities**

School premises must not be let to any individual, group or organisation that does not subscribe and adhere to the schools statement on equal opportunities.

### **7.3 Political Use**

School premises must not be let for political use, the only exception to this is as a polling station.

### **7.4 Legal Use**

It is the responsibility of the person letting the premises (hirer) to ensure the premises will not be used for any purpose which may be deemed contrary to English law. The school is a community building and the hirer will be held responsible for noise levels and guest behavior which must not offend other users or local residents.

### **7.5 Named Individual**

The hirer must provide the school with a named individual who the school can contact in the case of an emergency. This person must be on the premises for the duration of the letting.

LONDON MEED PRIMARY SCHOOL | POLICY REVIEWED IN MARCH 2025 BY GOVERNORS |

POLICY REVIEWED EVERY TWO YEARS – NEXT REVIEW JANUARY 2027

Bravery.....Community.....Curiosity.....Resilience.....Respect

# LONDON MEED PRIMARY SCHOOL POLICY

## 7.6 Safety

During the period of the letting the hirer's named individual will be responsible for following the conditions of booking (see "Terms and Conditions"), and ensuring the safety of those using the premises. The named individual will have the responsibility for complying with School Health & Safety Policy (copy should be made available on request to hirer) and any other instructions or guidance provided by the Head Teacher.

The named individual will raise the alarm in an emergency. This will include location of appropriate fire exits, fire extinguishers, evacuation and fire assembly points. The school will also have responsibility for organising periodic fire drills. It will be the named individual's responsibility to keep a register of those attending the event/activity, ensure fire exits are not obstructed and that school security is not compromised.

No equipment can be brought on to the site without the prior approval of the head teacher, electrical equipment will also require a PAT testing certificate. Alcohol, smoking, vaping, drugs & gambling are not appropriate activities on school premises.

Access to the school car park should be limited especially if young children are on site.

## 7.7 Risk Assessments

Where appropriate the hirer will be responsible for undertaking their own risk assessments for specific activities and providing their own first aider. The school's cooking facilities must not be used unless prior permission has been obtained.

## 7.8 Insurance

Neither WSCC nor the school provide hirers with public liability insurance against personal injury, accident, loss or damage to property. The hirer must provide evidence to the head teacher that they have adequate insurance cover in place before a letting can be agreed. It is recommended that Public Liability insurance to the value of £10 million is in place.

## 7.9 Damage

The hirer will be responsible for the cost of any damage to school premises or equipment. School staff have free access to all parts of the school site during lettings to check hirers are acting in a responsible manner.

## 7.10 Cleaning/Security

Any costs for cleaning or providing building security will be detailed in the letting agreement. Where such costs are not identified, responsibility for cleaning and security will be the responsibility of the hirer. School site staff will be responsible for opening and closing the school unless alternative arrangements have been agreed with the Head Teacher.

## 7.11 Complaints

Where the hirer has a complaint the schools standard complaints policy and process will apply. If the school has a complaint about the hirer, in the first instance, the Premises Manager will raise this with the named person. If the complaint is not resolved it will be escalated to the governing body to decide on the appropriate action for the school to take.

LONDON MEED PRIMARY SCHOOL | POLICY REVIEWED IN MARCH 2025 BY GOVERNORS |

POLICY REVIEWED EVERY TWO YEARS – NEXT REVIEW JANUARY 2027

Bravery.....Community.....Curiosity.....Resilience.....Respect

# LONDON MEED PRIMARY SCHOOL POLICY

## **7.12 Declaration of Interest**

Any members of school staff or governors having connection with a letting, must formally declare this. Declarations should be formally minuted at the appropriate meeting.

The school should not be let at a financial loss. Whilst governing bodies can offer subsidized lettings by charging different amounts for different purposes, delegated budgets must not be used to subsidise non-school activities.

The Governing body in conjunction with the school Head Teacher will decide on the process for agreeing if and what school facilities will be let to a 3<sup>rd</sup> party and on what terms. In some instances the school will need to obtain formal approval for use of the site from the Children & Young People's Service (CYPS). This will depend on the nature of and risks involved in the letting.

## **8. Monitoring arrangements**

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

Any updates to this policy will be shared with the full governing board



# LONDON MEED PRIMARY SCHOOL POLICY

## **IMPORTANT**

### ADDENDUM TO LETTINGS CONDITIONS OF HIRE.

- All hire fees are to be paid please within 30 working days of the date of the invoice.

### **Additionally, please can you ensure that all visitors who enter school property are made aware of the following:-**

- There is to be **NO** smoking/vaping whatsoever on school premises (buildings OR grounds)
- Please – **NO** stilettos/heelies /tap shoes or other footwear that may damage the hall floor surface.
- Tables/chairs other furniture, please to be lifted into place and not dragged, thus preserving the life of the flooring.
- All visitors to the school are to treat the premises with respect and leave the buildings, any equipment used and grounds as they were found. (Cleaning equipment will be left out, so that floors can be swept and tables / chairs wiped down as necessary)
- All visitors to take their litter home with them. Any additional cleaning incurred by the school's caretaking team, following the hire of the premises will incur an additional charge.
- No function shall extend beyond the hiring period and the hirer shall completely vacate the premises and grounds by that time.
- A copy of the hirers Public Liability Insurance document will be supplied to the school, annually upon renewal. In absence of this document, a charge will be made to effect West Sussex County Council's own Public Liability Insurance. (Currently 9% of the hire fee + Insurance premium tax – subject to change).
- Hirers to ensure that they have their own first aid arrangements

Please ensure that there are an adequate number of supervisors for your event to ensure that all conditions of hire are fully met.

*Please note:*

*The Governing body have the right to recover any additional monies as necessary, from the hirer, for any loss / damage or additional clearing up at the school, following the hire of premises.*

Appendix 1: Hire Request Form

Appendix 2: Safeguarding

Appendix 3: Emergency procedure for Outside Hirers of the School

LONDON MEED PRIMARY SCHOOL | POLICY REVIEWED IN MARCH 2025 BY GOVERNORS |

POLICY REVIEWED EVERY TWO YEARS – NEXT REVIEW JANUARY 2027

Bravery.....Community.....Curiosity.....Resilience.....Respect

# LONDON MEED PRIMARY SCHOOL POLICY

## Appendix 1: Hire request form

Name of applicant/organisation and company number (where applicable)	
Applicant contact details	Address:  Phone no: Email address:
Preferred method of contact	
Purpose/activity of organisation	
Part of the premises requesting to be hired	
Date and time of first hire	
Is this a recurring request, or one off? If recurring, indicate the frequency and number of occurrences (e.g. weekly, 10 weeks)	
Number of expected participants in the activity	
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)	
Additional equipment you will be providing yourself	

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

Name \_\_\_\_\_ Date \_\_\_\_\_

Signature

\_\_\_\_\_

LONDON MEED PRIMARY SCHOOL | POLICY REVIEWED IN MARCH 2025 BY GOVERNORS |

POLICY REVIEWED EVERY TWO YEARS – NEXT REVIEW JANUARY 2027

Bravery.....Community.....Curiosity.....Resilience.....Respect

# LONDON MEED PRIMARY SCHOOL POLICY

## Appendix 2: Safeguarding

### Safeguarding Checklist for Lettings/Commissioned Extended School Provision

Section 1 to be completed by ALL organisations

1.Name of organisation					
2.Address					
3.Contact telephone number					
4.Name of organisation leader					
5. Address of leader if different from address of organisation (above)					
5. Enhanced DBS check completed		Yes/No DBS disclosure number:			
6. Date of DBS check					
7. Date of last attendance at Child protection training					
8. Names of other regularly attending adults	Address	Telephone	Enhanced CRB check completed Yes/No  If yes, please list disclosure number	Date of DBS check	Date CP training last attended

LONDON MEED PRIMARY SCHOOL | POLICY REVIEWED IN MARCH 2025 BY GOVERNORS |

POLICY REVIEWED EVERY TWO YEARS – NEXT REVIEW JANUARY 2027

Bravery.....Community.....Curiosity.....Resilience.....Respect

# LONDON MEED PRIMARY SCHOOL POLICY


- Please attach additional sheets if needed

9. Are all children accompanied by an adult? (parent/carer)	Yes / No
10. If no, is the organisation registered with Ofsted? (This can be checked at <a href="http://www.ofsted.gov.early-years-and-childcare">www.ofsted.gov.early-years-and-childcare</a> )	
11. If Ofsted registered, please provide the date of registration and the registration number	

**Section 2** – *To be completed if children are present, unaccompanied by an adult and the organisation is not registered with Ofsted*

<p>Does the organisation currently have a Child Protection Policy? If yes please attach a copy</p> <p>If No, a copy of the Local Safeguarding Children Board policy is available for adoption, accessible at <a href="http://www.westsussex.gov.uk">http://www.westsussex.gov.uk</a></p> <p>A policy must be in place before any activity is permitted</p>	
--	--

**Section 3** - To be completed by all organisations:

LONDON MEED PRIMARY SCHOOL | POLICY REVIEWED IN MARCH 2025 BY GOVERNORS |  
 POLICY REVIEWED EVERY TWO YEARS – NEXT REVIEW JANUARY 2027

Bravery.....Community.....Curiosity.....Resilience.....Respect

# LONDON MEED PRIMARY SCHOOL POLICY

- I agree to keep a register of members in attendance at each session, and a central record of contact details for each member of the organisation.
- I agree to ensure that all members in attendance are informed that they may only access the designated room(s)/area(s) and MUST NOT attempt to access any other areas.
- I confirm that all the information provided by myself, or my organisation, in the form above is accurate.
- I understand, where children or young people are present, that I must notify the school if there has been a change in Ofsted registration or adults regularly attending, and that failure to do so could result in a termination of the agreement.
- I agree to update the school if contact details change.

Signed by \_\_\_\_\_

Name \_\_\_\_\_ ( Leader)

Date signed:- \_\_\_\_\_

# LONDON MEED PRIMARY SCHOOL POLICY

## Appendix 3: Emergency procedure for Outside Hirers of the School

There must be a responsible person in charge of the activity. This person will be the coordinator in the event of an emergency. Ideally there should be another person appointed as a Marshal to assist in the event of an emergency for groups up to 25 in number. For each additional 25 persons present an additional marshal should be appointed.

On the first visit the responsible person of the activity should be shown the location of the fire extinguishers, eviction routes, set off devices such as manual call boxes, evacuation exits, outside routes and the emergency assembly area by the school.

### **Key Information:**

Location of Fire Exits ★

Location of Fire Extinguishers

Location of Alarms

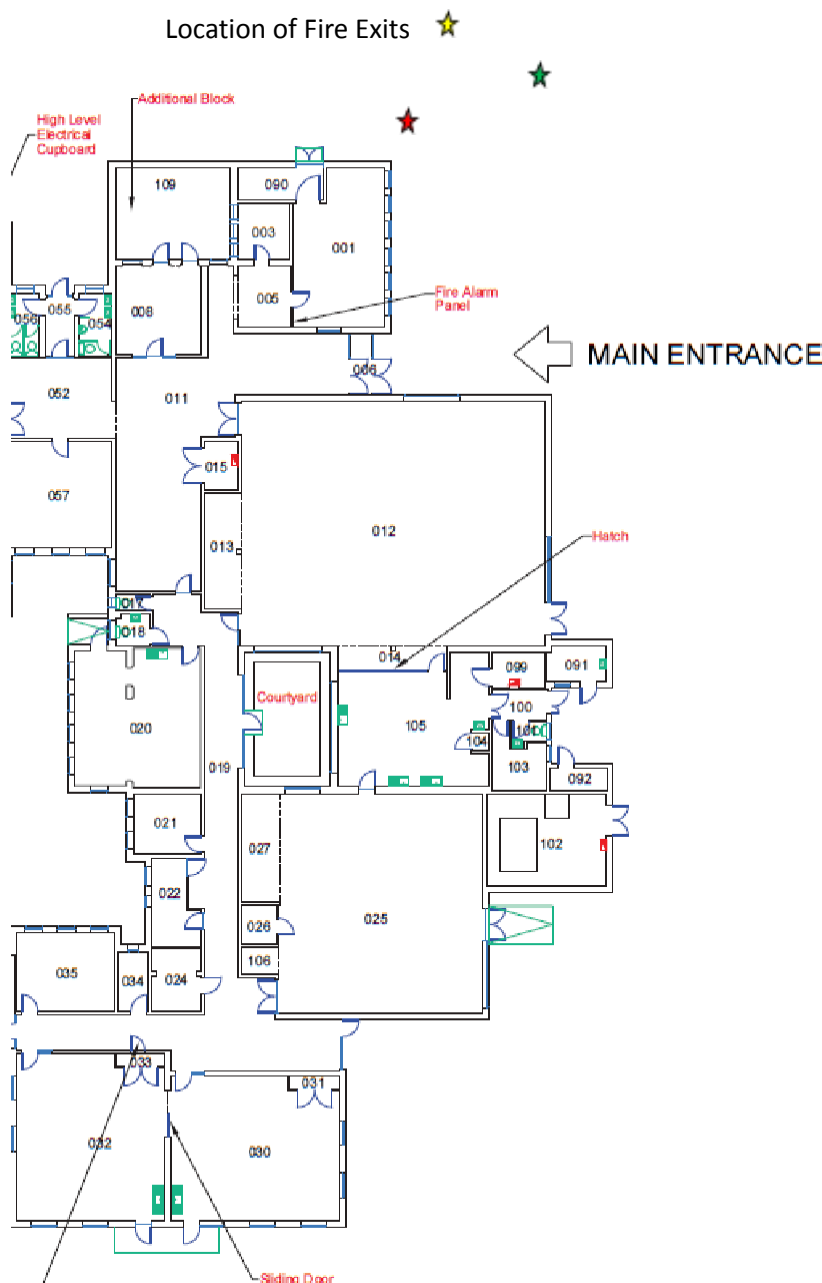
### **Key Phone Numbers:**

Premises Manager Mr Lee Blake

07807 359 637

Office

01444 232336



On each visit the responsible person must ensure all evacuation routes are unobstructed and all the escape doors leading from the activity area can be easily opened. Any concerns should be reported

RCH 2025 BY GOVERNORS |

POLICY REVIEWED EVERY TWO YEARS – NEXT REVIEW JANUARY 2027

Bravery.....Community.....Curiosity.....Resilience.....Respect

# LONDON MEED PRIMARY SCHOOL POLICY

back to the school. If no one is available and there is a serious concern, such as a locked fire door, careful consideration should be given to the letting activity taking place.

Any changes to fire devices and/or fire escape routes must be reported to the responsible person before this activity takes place along with alternative arrangements.

The responsible person must be aware of persons present in their activity. An attendance sheet may be the easiest way of achieving this.

Note: the activity should not involve potentially hazardous materials. Any questions on possible activity hazards please contact our Premises Manager.

## Evacuation procedure

In the event a fire is discovered, the nearest safe fire alarm (set off device) should be activated

The alarm sound is a siren

On activation of the alarm the responsible person is to start the evacuation using the nearest safe exit (or multi exits for large groups). The evacuation should be done in an orderly fashion without panic, with the responsible person leading the activity members to the assembly area in the school car park.

At the assembly area a roll call should be taken to ascertain if there are any missing persons.

In an evacuation, if it was thought there was a missing person or persons, careful consideration should be given to the appointed marshals checking areas such as toilets. They would do so at their own risk and should take care on opening any doors that there is no fire present on the other side. They should not go into any part of the building that is on fire.

It is not expected that persons involved in the activity will fight fires. The evacuation of people is to take precedent. However, if there are persons present who have had fire extinguisher training, are not involved with the evacuation, the fire is minor and easy to extinguish, they would do so at their own risk.

If there are any persons in the activity who may struggle to leave the building in an evacuation (such as a wheelchair user or babies in prams) the responsible person must carefully consider what procedures are needed to aid their escape. It may be prudent to have a written policy on this.

The responsible person should arrange for emergency services to be contacted as soon as possible.

In an incident where the emergency services need to attend, the responsible person is to meet them as they arrive. This can be jointly with a member of school staff if they are present. Information should be given to the emergency services if all persons are accounted for or if there are any missing persons and the likely places they may be. If there is any other useful information on where the fire is, this should also be given.

I, as the nominated responsible person of the activity, have understood the above and will comply with all the relevant requirements.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

LONDON MEED PRIMARY SCHOOL | POLICY REVIEWED IN MARCH 2025 BY GOVERNORS |

POLICY REVIEWED EVERY TWO YEARS – NEXT REVIEW JANUARY 2027

Bravery.....Community.....Curiosity.....Resilience.....Respect

# LONDON MEED PRIMARY SCHOOL POLICY

## CONDITIONS OF HIRE & APPLICATION FOR HIRE OF SCHOOL/COLLEGE PREMISES

FORM SL1

London Meed CP School

Name ..... of ..... Hirer:  
Hirer') ('the

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.

LONDON MEED PRIMARY SCHOOL | POLICY REVIEWED IN MARCH 2025 BY GOVERNORS |

POLICY REVIEWED EVERY TWO YEARS – NEXT REVIEW JANUARY 2027

Bravery.....Community.....Curiosity.....Resilience.....Respect



# LONDON MEED PRIMARY SCHOOL POLICY

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 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 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 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 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.

# LONDON MEED PRIMARY SCHOOL POLICY

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 and 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 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.

LONDON MEED PRIMARY SCHOOL | POLICY REVIEWED IN MARCH 2025 BY GOVERNORS |

POLICY REVIEWED EVERY TWO YEARS – NEXT REVIEW JANUARY 2027

Bravery.....Community.....Curiosity.....Resilience.....Respect

# LONDON MEED PRIMARY SCHOOL POLICY

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. 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.

# LONDON MEED PRIMARY SCHOOL POLICY

## 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 affect 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 Insurance and Litigation Section at West Sussex County Council.

The Hirer shall affect 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 affect 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

LONDON MEED PRIMARY SCHOOL | POLICY REVIEWED IN MARCH 2025 BY GOVERNORS |

POLICY REVIEWED EVERY TWO YEARS – NEXT REVIEW JANUARY 2027

Bravery.....Community.....Curiosity.....Resilience.....Respect

# LONDON MEED PRIMARY SCHOOL POLICY

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 Insurance and Litigation Section at West Sussex County Council.

# LONDON MEED PRIMARY SCHOOL POLICY

## BOOKING INFORMATION

Name of School: London Meed CP School

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

Name of organisation	
Contact Name and Address of person responsible for organising the letting to whom all correspondence should be sent:	
Email Address	
Phone Number	
Date of Hire/Frequency	
Time of Hire	
Purpose for Hire	
Private or Public	
Parts of Premises Req	
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, a separate application must be made as early as possible.	
Do you require the area to be	
Do you require the accommodation to be heated	Yes / No
Will there be a public entertainment or public performance of a play?	Yes / No
Is it proposed to apply for a Justices' Occasional Licence for the function?	Yes / No

LONDON MEED PRIMARY SCHOOL | POLICY REVIEWED IN MARCH 2025 BY GOVERNORS |

POLICY REVIEWED EVERY TWO YEARS – NEXT REVIEW JANUARY 2027

Bravery.....Community.....Curiosity.....Resilience.....Respect

# LONDON MEED PRIMARY SCHOOL POLICY

Will use of the kitchen areas be required for preparing refreshments?	Yes / No
Will the use of any special equipment be required?	Yes / No
Any other special requirements? e.g. seating arrangements, Caretaker/Premises Officer to be in attendance?	Yes / No
If the Hiring is agreed the Hirer undertakes and agrees:	
To pay the hiring fees and insurance premium totalling:	£
To comply with the Conditions of Hire including the indemnities set out in Conditions 7 and 8, and the insurance requirements in Condition 8.	Yes / No

## **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.