



BROADWATER
CHURCH OF ENGLAND
PRIMARY SCHOOL

Rectory Gardens
Worthing
West Sussex
BN14 7TQ

TEL 01903 235389
EMAIL office@broadwaterce.org

www.broadwater.w-sussex.sch.uk

Lettings Policy

May 2024 to May 2025

Turn your ear to wisdom and apply your heart to understanding (Proverbs 2:2)

Broadwater is a Christian School. We will enable children to become wise, confident, successful learners with the motivation, skills and responsibility to make a positive difference in God's world. Our vision is underpinned by the values we live by.

The Holy Spirit produces this kind of fruit in our lives: love, joy, peace, patience, kindness, goodness, faithfulness, gentleness, and self-control. There is no law against these things! Galatians 5:22

It is this fruit that, in partnership with parents, we will instil in the children of our school.

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1. Policy Statement

The policy is to ensure the letting of school premises, property and services to persons and organisations engaged in appropriate activities does not impact the day to day running of the school and to derive revenue.

2. Context

From time to time the school is approached by persons and organisations wishing to hire the school's premises or property and use the school's services. Providing those hiring do not adversely affect the day to day operation of the school; the hirers are engaged in activities with which the school would wish to be associated, that the facilities are suitable for the purposes of the hirer and that all costs are recovered, such lettings offer a useful source of additional income.

3. Stakeholders and Users

3.1 Policy Stakeholders

The Governors should be aware that the school's premises, etc. are being let to third parties and should be satisfied that there is no risk to the reputation of the school and that charges are set at levels that recover all costs, both direct and indirect.

The Headteacher, who in addition to the above, should be satisfied that systems are in place to ensure that lettings do not jeopardise day to day operations and that rents are set at a level that recover all costs and are accounted for.

The Bursar is responsible for managing all lettings; ensuring that facilities are available and invoicing and accounting for all revenues. This includes ensuring that other staff are aware of their roles in relation to each letting and that appropriate insurances are in place.

People using the school should ensure that their clientele do not enter any area of the school outside the area of hire. Stewards should be in place to ensure that members of the public not connected to the letting are not admitted. Hirers are expected to demonstrate respect for the school premises during the period of letting and any damage to school property must be paid for.

3.2 Policy Users

The Governors
The Headteacher
The School Bursar
Office Manager
Premises Staff
Hirers

4. Aims and Objectives

The school has under its control premises, property and services for which there is demand from the wider community. Schools are permitted to let the facilities and to charge for their use. The aim is to derive revenue from lettings while not affecting the day to day operation of the school, or impair its efficiency. The letting of school premises provides an opportunity for potential pupils, parents and employees to see the school. Additional revenue allows the school to go further than it might otherwise be able to do in extending school objectives.

5. Detailed Guidelines to Implement Policy

5.1 Pre-letting

Potential hirers contact the school, seeking details of cost and availability. At this stage the Bursar will establish the activities the hirer wishes to undertake and whether the school wishes to be associated with them; the facilities the hirers might need; the impact on the school and premises

staff and the date or dates hirers will need the facilities. If in doubt about the suitability of the hiring the Bursar will consult with and be directed by the Headteacher.

5.2 Letting Agreement

If the hiring is accepted the Bursar will confirm the cost (including any additional insurance costs) and dates in writing and send two copies of the hiring agreement for signature by the hirer: on return one copy will be signed by the school and returned to the hirer and the other retained by the school in the Hiring's File. Annually hirer will sign an Annual Renewal Form

5.3 Charging and Invoicing

The charge will be determined by the Bursar based on the recovery of all costs (including additional insurance, staffing (including attendance, security and cleaning) and heating and light). Account will also be taken of the hirer's activities; their ability to pay; benefits to the school and the cost of potential alternative venues that the hirer might be considering.

On receipt of the signed agreement, the Premises Manager will be advised of the details of the hiring: dates and hirers requirements. The school diary will be updated. Any additional insurance will be arranged and the hirers will be invoiced for the hiring. Payments for one-off hiring are in advance and hirers will not be admitted unless their payment(s) have been received and cleared. In the case of regular lettings, hirers are invoiced termly or quarterly in arrears, providing we have a copy of their certificate of insurance on file. This must show an indemnity of £10 million for public liability. Charges will be reviewed annually in the Spring Term with any increase taking effect at the start of the next business year in April. Increases will be notified to the hirer.

5.4 Disputes

In the event of a dispute or any problems with the hiring the Bursar will communicate with the hirers. If the matter cannot be resolved the hiring will be terminated by the school in accordance with the letting agreement, and any payments in advance (less any costs incurred by the school) refunded to the hirer.

6. Additional Information

6.1 For Hirers

The Governors do not hold a license for the sale of intoxicating liquor. If the hirer intends to apply for a Justices' Occasional Licence for the sale of intoxicating liquor then written approval from the Governors should be sought. The hirer is responsible for ensuring compliance with Licensing Acts.

6.2 For Staff

Staff will need to be made aware that the school is being used by hirers (who should be treated as visitors). The premises staff will have an important role to play both as frontline representatives of the school and on security (roles referred to above).

6.3 For Parents/Guardians

The safety and security of the students, staff and premises must be maintained at all times and no agreement for hire of school premises will be entered into should it compromise H&S.

6.4 For Students

None.

7. Document Information

Rates April 2023 – March 2024

School Hall	£30.00 per hour
Garden Suite This suite consists of the Food Technology Room (kitchen), the Garden Room and adjoining corridor	£25 per hour
Other additional rooms in the school (in addition to either of the above)	£7.50 per hour
Premises Officer Call Out Charge	£25 for the first call out. £50 for subsequent callouts related to the same booking.

The school reserves the right to make an annual inflationary adjustment to these rates to be applied from September.

Insurance charge is extra if no insurance is provided.

Other room hire rates are subject to negotiation with the School Bursar and Headteacher. Hirers must complete a copy of the Letting and Hiring Agreement.

(See Letting and Hiring Agreement 2020-2024)



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Appendix I
Standard Letting/Hiring Agreement

CONDITIONS OF HIRE OF SCHOOL PREMISES

1. The School will provide the hirer with up-to-date H&S information needed for the period of hire. Guidance, for the school, is available on what information needs to be provided to the hirer. The guidance is located within the Resources section under Health and Safety A-Z (Hiring out your premises) on West Sussex Services for Schools (WSSfS).
2. The Hirer shall satisfy themselves that the facilities to be hired are suitable for their purposes.
3. The use of the premises must not interfere with the proper working of the school or impair its efficiency, and school activities will take priority over lettings as directed to the hirer.
4. The contract for the hire of the premises between the Hirer and the Governors of the School shall take effect only upon written acceptance of the application by the School Business Manager or Headteacher on behalf of the Governors.
5. The Hirer shall be advised of the hiring fees (and any insurance premium) either on completion of the application form attached or on the written acceptance of the hiring. 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
6. The Hirer shall indemnify the Governors of Broadwater C of E Primary School 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.
7. The Hirer shall be responsible for loss or damage to the School premises and contents therein the property of West Sussex County Council.
8. The Hirer will be mindful of the school's neighbours and respectfully ensure that noise levels are controlled at an acceptable level.

9. The Hirer shall affect 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).
10. The Governors do NOT hold licences for (a) public dancing, music or any other public entertainment and (b) public performance of plays.

(The Hirer shall be responsible for obtaining any licence required from the District/Borough Council and shall produce the licence for inspection prior to the hiring date). The Hirer shall be responsible for complying with the terms of any such licence.
11. 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.
12. If the Hirer intends to apply for a Justices' Occasional Licence for the sale of intoxicating liquor then the written approval of the Governor's shall first be obtained. The Hirer shall be responsible for ensuring compliance with the provisions of the Licensing Acts.
13. The Hirer shall ensure that no activity during the hiring will occur that may break the law or conflict with the Christian and educational ethos of the School. This shall include, but not be limited to gambling, gaming, lottery, 'New Age' philosophical or religious activity, occult related activity, non-Christian worship, certain martial arts
14. Use of the premises is limited to the accommodation hired and necessary facilities such as toilets. Car parking is permitted in designated areas on the school premises subject to availability.
15. 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 the kitchen be used by the Hirers.
16. 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.
17. The Governors reserve the right to require the Premises Manager 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.
18. If, as a direct result of the hiring activity, the Premises Manager is required to be called out, then an additional call-out charge will be incurred. This charge is set annually and forms part of the annual charge rates.
19. The wearing of nailed or stiletto-heeled or other unsuitable footwear in indoor areas is prohibited.
20. 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 without prior consent.

21. The laying of composition or other preparation on school floors is prohibited, save with the prior written approval of the Governors.
22. No smoking or vaping is allowed.
23. School furniture (other than chairs in the hired accommodation) and equipment shall not be moved except by prior arrangement. In certain circumstances, where the moving of furniture has been agreed, all furniture is to be returned to its original location.
24. 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.
25. If any special equipment is required, it must be clearly stated on the application form. An extra charge may be made for this service, and the School must be satisfied that a competent person supervises the use of the equipment.
26. The Hirer will be responsible for providing any first aid facilities that they deem necessary in accordance with the Health & Safety (First Aid) Regulations 1981.
27. No function shall extend beyond the hiring period and the Hirer shall completely vacate the premises and grounds by that time, unless written approval from the Governors has been sought. After school club providers must ensure that any child not collected by the time they have to leave, is left with a member of the school's staff.
28. After use, the Hirer must leave the premises in a clean and tidy condition, the Hirer's property removed, and all appliances switched off, lighting extinguished, doors locked and alarms set. The Governors reserve the right to recover from the Hirer any additional expenses incurred as a result of non-compliance with this condition.
29. 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 that have been paid for that date 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.

30. The Hirer will sign an Annual Renewal Form.



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Appendix 2
Hirers Insurance

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 Council's 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 minimum limit of indemnity of **£10 million**.

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 exclusion listed below) and the premium must be added to the hiring fee payable.

HIRER'S 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 experience 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 9% of the basic hire charge, plus 6% 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 Services Section at West Sussex County Council.



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Appendix 3
Application for the Hire of School Premises

APPLICATION FOR THE HIRE OF SCHOOL PREMISES

This form should be completed and returned to the School 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 premises on

Date:
Time From:
Time To:

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. Will there be a public entertainment or public performance of a play? **YES/NO**
6. Is it proposed to apply for a Justices' Occasional Licence for the function? **YES/NO**

7. Will use of the kitchen areas be required for preparing refreshments? **YES/NO**

If YES, please supply details on an accompanying sheet.

8. Will the use of any special equipment be required? **YES/NO**

If YES, please specify:

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

If YES, please specify:

10. **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: £.....

(Invoices for charges will be issued and should be paid within 30 days)

(b) to comply with the Conditions of Hire

HIRER

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

Date:

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.



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Appendix 4
Annual Renewal Form

Name of Hirer:

Has read the Conditions of Hire document and agrees to these conditions for the period

From:

To:

The Hirer also confirms that there is no request to changes from the original Application for the Hire of School Premises

HIRER

Date:

Signed:

(I certify that I am over 18 years of age)

(for and on behalf of the Organisation)