



**Blatchington  
Mill School**

Involvement, Achievement & Care

## **Lettings Policy**

**Based on Brighton and Hove City Council Specific conditions governing the letting of school premises**

Date ratified	Next Review
11/11/24	November 2025
Governor Link	Staff Link
Mr P Howard	Ms S Hextall



### **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
- Maximise the effective use of resources for the benefit of the whole school community.
- 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)
- Hire out facilities to organisations that do not contravene our values of Inclusion, Respect and Diversity

### **Available areas**

The school will permit the hire of the following areas:

- Drama Studio
- Drama Hut
- Theatre
- Dance Studio
- Sports Hall
- West Gym
- East Gym
- Training Room
- All Weather Pitches
- Canteen Seating Area
- Vocational Kitchen
- Astro/All Weather Pitch
- Sports Field marked for football or rugby
- Dressing rooms, changing facilities and toilets associated with hire of some of the above areas



### **General Conditions**

1.1 Applications for the use of school premises must be made to the Facilities Team Administrator, and responsibility for their approval should be in accordance with the criteria described on page 1. We do not let our premises to religious or political organisations. If the decision to let or to withhold a let is disputed the headteacher will be asked to decide, the ultimate responsibility rests with the School Governors. The person signing the application will be deemed to be the Hirer and must accept responsibility for ensuring compliance with these conditions.

1.2 A written Lettings Agreement will be issued for all Letting Arrangements and must be signed by the individual or an authorised representative of the organisation responsible for the Letting. For regular Lettings Arrangements, these Agreements will be reviewed and re-issued every year.

1.3 The school reserves the right to cancel any letting if the accommodation is required for urgent official or academic business. In these circumstances, a refund will be made to the Hirer, but no other compensation will be offered.

The School reserves the right to forthwith cancel the agreement if, in the opinion of the School, damage may be caused to the Premises; or if by flood, tempest, storm, fire or other cause beyond the School's control the Premises is rendered unfit for use; or if the School considers it necessary to close the Premises for the purpose of executing urgent repairs or alterations; or if, in the opinion of the School, it is in the public interest that the Premises should be closed for any reason.

1.4 A member of the school's facilities team, is normally expected to prepare for lettings, to do any necessary cleaning afterwards and, in some cases where the school requires, be in attendance throughout the course of the letting. No payment should be made directly to any member of staff, since he/she will be paid by the school.

1.5 No structural alterations to school premises, fixtures or fittings will be permitted and notices must be fixed only to the boards provided.

1.6 Suitable footwear must be worn so as not to damage the School floors. Nothing must be put on the floors that will change the property of the floor.

1.7 Members of the public must not be admitted to the school premises after 10.00pm.



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1.8 Alcoholic liquor must not be sold nor consumed on the school premises unless specific approval has been given in advance by the Headteacher. If approval is given to the sale or consumption of alcoholic liquor, the Hirer must obtain the necessary licence, which must be produced to the Headteacher before the Hire / Letting takes place.

1.9 Occupancy limits must not be exceeded (***School to list occupancy limits of specific rooms used for hire.***)

1.10 No animals are permitted on site.

#### **The Hirer's Responsibilities**

1.11 **Smoking or vaping are not allowed anywhere on the School premises.**

1.12 The Hirer must produce event documentation to include a risk assessment and an emergency action plan of the Hire. This documentation must include details of health and safety issues relating to the nature of the hire including arrangements for first aid, supervision, communication, crowd control, equipment use, traffic management and emergency procedures, appropriate to the nature of the hire. The Hirer undertakes to follow any recommendations arising out of such Risk Assessment prior to the Hire. Further guidance on risk assessments is available from the HSE website. <http://www.hse.gov.uk/>

1.13 Hirers will be informed, at the time the application is approved, of the charge for the use of the facilities required.

Payment will be made in advance of the Letting. If there is any damage resulting from the Letting, or the need for school staff to work longer than expected after the letting, the Hirer will pay any subsequent account sent.

For ongoing bookings invoices will be issued on a regular basis with an expectation that they will be paid in full within 30 days of receipt.

1.14 Any intention on the part of the Hirer to cancel a letting must be notified to the Facilities Team Administrator at least one week before the letting is due to take place. In the event of the Hirer failing to give at least one week's notice, no reimbursement of hiring fee will be made and if preparatory works have already been undertaken the Hirer will have to cover the actual costs of these.



1.15 The Hirer must be in attendance at all times and must provide and exercise adequate supervision throughout the Hire to prevent:

- (a) Damage to buildings, grounds, fixtures, fittings and equipment; and/or
- (b) Excessive noise and/or nuisance to local inhabitants.
- (c) Ensure that provisions for safety including recommendations identified through risk assessment are carried out.

The Hirer will meet the cost of making good any damage caused.

1.16 Hirers are responsible for arranging their own insurance for any legal liability associated with the hiring of the property. This includes third party claims for injury or loss, and damage to school property caused as a direct result of the hiring. In respect of public liability insurance cover the Hirer shall effect a policy with an absolute minimum indemnity limit of £5,000,000 in respect of any one incident. Where the hirer is using the facilities for anything such as dance classes or sports, and therefore there is the potential for injury to third parties, that cover must be for £10,000,000. The Hirer will provide the School with copies of the necessary insurance certificates, on request. Organisations that do not have appropriate insurance cover should contact the Facilities Team Administrator as we may be able to arrange this for you.

1.17 Any Hirer working with children must provide the school with a copy of their child protection policy. The Hirer is responsible for Disclosure and Barring Service (DBS) checks for any of their staff / volunteers working with children and/or vulnerable adults.

1.18 The Hirer is responsible for providing a person who is capable of administering First Aid. The Hirer is also responsible for ensuring that they, their appointed representative and the person/s responsible for administering First Aid have access to appropriate first aid facilities and a telephone.

1.19 Public performances, entertainment, performance of music, singing or dancing to which members of the public are admitted are not permitted unless prior permission has been obtained from the Headteacher who will determine that the School premises are adequately licensed for those purposes.

1.20 School premises must be left clean, tidy and in a safe condition after use. The cost of any additional cleaning found to be necessary will be met by the Hirer. The school reserves the right to undertake regular checks of the Hire of the Premises by the Hirer and any recommendations made by the school following such checks will be undertaken without delay by the Hirer. Failure to comply may result in termination of the hire arrangements.



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1.21 In the event of any injury, damage or loss being sustained, suffered or incurred by the Hirer or any other person the Hirer shall accept full responsibility and shall indemnify the School from all costs. Including claims, demands and expenses arising therefrom save where any injury, damage or loss or to any claim arising therefrom was caused by the negligence of the School, or any servant or representative of the School, in which circumstances, the School will indemnify the Hirer from all costs, claims, demands and expenses arising therefrom.

1.22 In the event of any damage done to or loss of property suffered or incurred by the Hirer the Hirer shall accept full responsibility therefore and shall indemnify the School from all costs, claims, demands and expenses arising therefrom save where any damage or loss or to any claim arising therefrom was caused by the negligence of the School or any servant or representative of the School in which circumstances the School will indemnify the Hirer from all costs, claims, demands and expenses arising there from.

1.23 The School will not be responsible for the safety of any goods or articles of any kind that may be brought into or left on the Premises by the Hirer and/or any of his servants or representatives while on the Premises for the purposes of the Hire.

### **Fire Precautions**

1.24 The Hirer should be provided with a copy of the school's Emergency Evacuation Plan.

1.25 The Hirer must be in attendance at the scene of the activity during the whole time that the premises are open to the public and during this time an adequate number of competent attendants shall be on duty. The Hirer or their appointed representative shall not be engaged in any duty that will prevent their overall supervision of the Hire.

1.26 The Hirer must ascertain and comply with any special fire precautions or requirements contained in music, singing and dancing, theatres, or any other licences appropriate to the intended use of the premises. A fire risk assessment must be completed to cover all activities that will take place for the duration of the hire to satisfy the requirements of current fire safety legislation. This must be made available to the responsible person of the building. Use of pyrotechnics and special effects are not permitted without express permission of the Headteacher, and are subject to specific risk assessment. Fire authority approval may also be necessary.



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1.27 Seating, gangways and passages shall be provided as approved by the responsible person acting on behalf of the School.

1.28 All gangways, corridors, fire escape routes and external passageways intended for entrance and exit shall be kept entirely free from obstruction.

1.29 All exit doors must be accessible during the whole time the public are on the premises.

1.30 The Hirer must familiarise themselves with the position of a telephone for summoning assistance, fire alarm system, escape routes, operation of any door opening devices, the location of the assembly point and fire fighting equipment. Fire fighting equipment should only be used in life threatening situations and should only be used by trained people. The responsible person for the site should be consulted on any additional equipment necessary where stage performances or exhibitions are intended.

### **Materials**

1.31 Mats or other floor coverings shall be secured to prevent rucking, and any drapes over the exit doors shall be hung to prevent them trailing on the floor or obstructing the exits.

1.32 Flammable materials are not to be used for the decoration of the premises unless such materials have been rendered flame retardant and are maintained as such. No naked flames can be used (e.g. candles, tealights etc.)

1.33 No hazardous substance/s shall be brought onto school premises unless the Control of Substances Hazardous to Health Regulations have been complied with in terms of material safety data sheets, COSHH risk assessment, and necessary controls and training are in place.

1.34 No hazardous substances can be stored at the school by the Hirer. Only sufficient quantities required for the activity should be brought to the site and all hazardous materials should be removed at the end of the activity (including any waste.)

### **Temporary Electrical Installations**

1.35 Any temporary electrical installation must be agreed in advance of hire and can only be carried out by a qualified electrician and must comply with the applicable recommendations and requirements of the following:



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- (a) The Institution of Electrical Engineers Regulations for the electrical equipment of buildings – current edition and amendments;
- (b) The British Standard Specification and Codes of Practice – current edition and amendments; or
- (c) The Electrical Supply Regulations – current edition and amendments.

1.36 All temporary installations shall be disconnected from the permanent installation immediately after the completion of the Hire.

1.37 All portable electric items must have been PAT tested within the last 12 months and a visual inspection should be carried out before use.

#### **Additional Conditions Governing Letting of School Meals Kitchens or Sculleries**

1.38 When the kitchen is used, the hirer is responsible for ensuring that all users are appropriately qualified and competent

1.39 All equipment and sinks must be left clean and tidy after use.

#### **Additional requirements for the Hiring of External School Premises (e.g. School Playing Fields and Playgrounds)**

1.4 If there is any doubt as to the fitness of the ground the Hirer must consult the Facilities Team Administrator who will make the final decision as to whether the ground may be used, before the letting takes place. In the event of the ground being deemed unfit for use immediately before a letting is due to take place, any letting charge already paid will be refunded, and any account due will be cancelled.

1.41 Hirers must be responsible for ensuring that everyone taking part in the lettings activities on the school playing fields and playgrounds, and all spectators, are properly and adequately supervised. Casual spectators not connected with the letting must not be admitted. Participants must have reasonable fitness to allow them to undertake the activity safely.

1.42 Stakes or similar must not be driven into the ground, unless permission has been specifically given.





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1.43 Vehicles must not be driven over or parked upon the playing field at any time, in order to avoid extensive damage to the grounds leaving them unavailable for educational purposes. Vehicles must not be parked upon playgrounds unless permission has been specifically given. Parking must be in accordance with instructions whether conveyed in writing, by signage or via markings on the ground. It is the Hirer's responsibility to ensure that everyone attending site in conjunction with their activity follows these requirements.

1.44 Bonfires and fireworks are not permitted.

1.45 No marking out of pitches may be done except by the authorised ground staff unless permission has been specifically given.

1.46 Playgrounds and playing fields must be left in a clean, tidy and safe condition after use.

1.47 Blatchington Mill School is in a residential neighbourhood, any loudspeakers and amplification must be moderated so as not to cause a nuisance.

1.48 Spiked boots/shoes must not be worn on any synthetic playing surface.

1.49 The Facilities Team Administrator ~~Headteacher~~ must be consulted in advance if there is any doubt about the interpretation of the above conditions.

## **2. After the Hire**

2.1 On completion of the Hire the Hirer must carry out an inspection of the Premises to ensure that:

- (a) all windows and doors are closed and secured;
- (b) the premises have been left clean, tidy and safe; and
- (c) there are no signs of a fire or risk of fire.



3. **Termination**

3.1 In the case of regular Hires, each party reserves the right to terminate this agreement giving the other party one month's notice in writing.

3.2 In the event of a breach of the terms of this Agreement by the Hirer concerning public safety including any failure to implement the recommendations of the Risk Assessment of the Hire, the School may terminate this Agreement with immediate effect.

3.3 The School's decision to terminate based on a failure by the Hirer to comply with any clause in this policy will be immediate and shall not give rise to any claims for damages or otherwise by the Hirer.

4. **Indemnity**

The Hirer agrees and undertakes with the School to indemnify and keep the School indemnified from and against all actions, proceedings, costs, claims and demands by third parties in respect of any damage or liability caused by or arising from the use or occupation of the School Premises by the Hirer.



**Appendix 1**

<b>Rooms &amp; Studios</b>	<b>Rate</b>
Price for a session -morning 9am - 1pm/ afternoon 1pm - 5pm/evening 5pm - 9pm	
Drama Studio (C1)	£ 65.00
Dance Studio (M32)	£ 65.00
Drama Hut (M36)	£ 45.00
Sports Hall 187	£ 93.00
East Gym 124	£ 50.00
West Gym 001	£ 50.00
Vocational Kitchen VO1	£ 83.00
Canteen Seating Area	£ 73.00
Conference Room	£ 30.00
Training Room	£ 40.00
Changing rooms associated with sports hire, no showers	£ 25.00
<b>Pitches</b>	
Price for a session -morning 9am - 1pm/ afternoon 1pm - 5pm/evening 5pm - 9pm	
Full Size Football or Rugby Pitch	£ 30.00
Junior Size Football Pitch	£ 25.00
Astro Pitch - Winter Rate	£ 83.00
Astro Pitch - Summer Rate	£ 73.00
Astro Pitch - Winter Rate (Community)	£ 49.00
Astro Pitch - Summer Rate (Community)	£ 38.00
1/3 Pitch or 2/3 Pitch available at reduced rates	£36/£68
<b>Windmill Theatre</b>	
First 8 Hours	£ 830.00
Each Subsequent Hour	£ 85.00
Pair of Changing Rooms (per session)	£ 70.00
Technician (per hour)	£ 22.00



<b>Theatre Equipment (per session)</b>	
Electric Piano	£ 12.00
Music Stand	£ 1.50
Radio Mic	£ 22.50



## **Appendix 2**

### **ADDITIONAL CONDITIONS GOVERNING THE HIRE OF THE SCHOOL'S WINDMILL THEATRE**

**5.1** No performances shall take place after 00:01 hrs or before 14:00 hrs on a Sunday, Good Friday or on Christmas Day.

**5.2** The use of real flame, pyrotechnic or laser lighting devices during or in connection with any performance is prohibited.

**5.3** All scenery including cloths, draperies, gauze-cloths, floral decorations, hangings, curtains and all decorations on the Stage should be maintained flame retarded.

**5.4** Persons shall only be permitted to sit in seating as shown on the approved seating plan. Standing shall not be permitted in any part of the auditorium or hall, in any gangway, passageway and corridor or on any staircase or landing.

**5.5** All stairways, gangways, passages, corridors and lobbies indicated for the exit of the audience or the artists shall be kept entirely free from chairs or other obstructions, whether permanent or temporary, and no member of the audience shall stand or sit in any gangway during the performance.

**5.6** Advertisement boards or easels shall not be placed in positions where they obstruct exit ways.

**5.7** The lighting to exit notices shall not be extinguished, covered or dimmed while the public are on the premises.

**5.8** The Hirer should make known to School Staff the person in charge, normally the person who signs the booking form or a person over the age of 18 who has been appointed by the hirer as the "House Manager"



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**5.9** The House Manager in charge shall not be engaged in any duties, which will prevent them from exercising general supervision or responding immediately to any emergency.

**5.10** The House Manager will be the liaison point for all matters regarding the hire of the premises and the School's representative for the duration of the hire.

**5.11** Whilst the premises are open to the public the Hirer will provide two competent attendants or stewards, identified by a uniform, badge or armband. The stewards will be required to assist members of the public to their seats, ensure gangways, corridors, fire exits are kept clear and to be present nearby to open curtains in the event of an emergency.

**5.12** The maximum audience number as granted by our Entertainments Licence for The Windmill Theatre is as follows:

A	Closely Seated	320
B	Dancing	320
C	Functions utilising seating at tables	160
D	Functions involving B & C	240

**5.13** The Facilities Team Administrator must be consulted in advance if there is any doubt about the interpretation of the above conditions.