



School Lettings Policy

Reviewed January 2025

1. Introduction

The governing body regards the schools buildings and grounds (which are owned by **Trustees**) as a community asset and will make every reasonable effort to enable them to be used as much as possible. This policy sets out our procedures and management of lettings and will be reviewed on an annual basis by the Governing Body's Resources Committee.

2. Policy Objectives

The governing body adopts and endorses the following policy objectives:

- To fully utilise a valuable community resource
- To support the school in providing the best possible education for its pupils
- To promote equality of opportunity and community cohesion of the local area.

3. Definition of a letting

A letting may be defined as "any use of the school premises (buildings and grounds) by either a community group or a commercial organisation". Activities which fall within the corporate life of the school, such as PTA meetings and events and extra-curricular activities for pupils organised by the school are not considered lettings.

4. Priority for lettings

The governing body is mindful of the needs in the local area and the following lettings are especially encouraged:

- Educational and sporting activities for pupils and their families
- Activities organised by the local community, e.g youth groups or voluntary organisations, for the benefit of the local community.

5. Charges and Payment

Scale of charges - The governing body is responsible for setting charges for the letting of school premises and for reviewing these charges annually – these are set out in the Fees and Charges document. They will ensure that the school budget does not subsidise non-school activities and that all costs are recoverable. In arriving at their scales of charges the governing body has followed the following principles:

- There will be parity of treatment for similar users
- The overall cost of letting school facilities will be recovered from users

Discounts - The Headteacher may offer discounts or agree a subsidy for any lettings deemed appropriate.

VAT - The school is constrained by law to apply value added tax to all transactions where this is appropriate. The letting of rooms for non-sporting activities is exempt of VAT, sports lettings may be subject to VAT if exemption conditions are not met. Exemptions include provision by a non-profit

organisation or Local Authority. Where an extra and separate charge is made for the hire of equipment, VAT is due on that charge at the standard rate. The school will record the VAT element of any income.

Deposits - The school reserves the right to require a deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition incurring additional cost for cleaning, caretaking or other expenses.

Payment methods - Payment for individual bookings will be required in full at least 2 weeks prior to the hire period. Accepted payment methods – cash or online payment. Payment for recurring bookings will be payable termly in advance. A receipt will be issued for all payments received.

6. Cancellations

The school will seek to recover any cost incurred by the school which is unavoidable and result directly from the cancellation of a letting. Details of the cancellation charges are shown in the scale of charges.

7. Letting times, available facilities and equipment

The following facilities, equipment and their availability is agreed as follows:

- **School Hall, Playground, Music/IT Room and The Chippenham Room (Meeting/Function room).**
- **Tables, chairs, kitchen equipment, various sports equipment**

These areas of the school are suitable for community use and may be available: **from 6pm Monday to Friday and all day on Saturdays and Sundays.** Variations to these facilities and times will be subject to the approval of the Headteacher.

8. Management and administration of lettings

The governing body has delegated day-to-day responsibility for lettings to the Headteacher. Where appropriate, the Headteacher may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

An annual report on lettings will be made to the governing body and will include information on users, finances, incidents and accidents, enquiries and any lettings refused.

9. Considering applications for lettings

Organisations seeking to hire the school premises should enquire at the school office. A Booking Form (Appendix 1) and Terms and Conditions of Hire (Appendix 2) will be given, together with our current Fees and Charges list. A record of all letting applications will be kept. The Headteacher will decide on the application with consideration to:

- Interference of school activities
- The priority for lettings agreed by the governing body;
- The availability of the facilities and staff;
- The schools equal opportunities, health and safety and child protection policies and considerations such as numbers of users, type of activity, qualifications of instructors etc.

If the Headteacher has any concern about whether a particular request for a letting is appropriate or not, they will consult with the Chair of the governing body Resources committee.

10. Issuing a Hire Agreement/Conditions of hire

Once a letting has been approved, the Hire Agreement (Appendix 3) will be completed and sent to the hirer with the Terms and Conditions of Hire for their acceptance and signature. The school must be in receipt of a signed copy of the Terms and Conditions of Hire before a letting takes place. In order to comply with our safeguarding obligations, we will conduct a risk assessment to identify any hazards, risk factors and whether any further action will be needed to control the risk.

The governors have adopted the Conditions of Hire attached. All formal hiring of the school premises, including those for which no charge is made, shall be properly documented. All hirers must sign a hire

agreement and will receive a copy. The hire agreement is a contract which the governors may legally enforce. No member of staff is allowed to vary the Conditions of Hire nor to deviate from the published charging policy without the prior consent of the governors. We reserve the right to terminate any agreement where we consider the hirer has failed to comply with the terms of hire.

11. Security

The head teacher has delegated authority to determine the security risk for each letting and will be responsible for allocating a continuous security presence or other control measure. The school's Child Protection Policy and associated procedures must be consulted and followed when dealing with external organisations that work with children or young people

12. Complaints procedure

A complaint about the school from someone letting the school premises should be dealt with by following the school's complaints procedure. Complaints by a third party about a letting should be forwarded to the Hirer. If the Hirer does not have their own complaints procedure, the school will investigate the complaint using its own procedure.

13. Review of Policy

The governors will review this policy every 3 years.

See also:

- Fees and Charges
- School Lettings Booking Form (Appendix 1)
- Terms and Conditions of Hire (Appendix 2)
- Hire Agreement (Appendix 3)

Adopted by Resources Committee

Date: 1st November 2023 Updated January 2024

Next Review due: November 2028

School Lettings Booking Form

To be completed by the person, aged 21 or over, who will be responsible for the accommodation and facilities and who will give the indemnity required. This application must be submitted as early as possible and not less than 14 calendar days before the date of the proposed use. (Please use BLOCK CAPITALS)

Name of Hirer (person, body, association, limited company)	
Address of Hirer	
Contact Number(s)	
Email Address	

Purpose of Hire						
Attendees	Total No.		No. Adults		No. children	
Single Booking	Data of Booking		Start Time		End Time	
Block Bookings	Frequency/Days					
	Start Date				Start Time	
	End Date				End Time	

Booking times must allow sufficient time for preparation and clearing away before and after the event.

Facility Required	<input type="checkbox"/> Chippenham Meeting Rm	<input type="checkbox"/> Hall	<input type="checkbox"/> Playground
	<input type="checkbox"/> Sports Hall	<input type="checkbox"/> Other	
Equipment Required			
Equipment to be brought on to the site			
Other arrangements			

The School does not provide any warranty that the Premises, facilities and equipment provided are suitable for the intended purpose of the hire. The Hirer is required to satisfy themselves that their requirements are met and the facilities are fit for purpose

Will refreshments be served?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Will alcohol be consumed?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, will the alcohol be served or sold?	<input type="checkbox"/> Served	<input type="checkbox"/> Sold

If permitted by the School, the relevant licence must be obtained for all events that will involve the sale of alcohol, gambling and public entertainment.

I have read and accept the Terms and Conditions of Hire and I confirm that I am over the age of 21.

Signed (Hirer): _____ Full name: _____ Date: _____

You will be sent confirmation of whether this application has been accepted or rejected by post or email. Accepted application notifications will also include a fee request and a Hire Agreement to sign. No letting will be regarded as booked until the hire fee is received in full and the Hire Agreement has been signed by the Hirer and the School.

Please return the form to:

Headteacher, School Lettings, St Peter's CE Primary School, Chippenham Mews, London W9 2AN

(School use only)

This application for letting is: ACCEPTED / REJECTED Date: _____

Signed: _____ Position: _____

Evidence of own insurance cover supplied and approved	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Safeguarding procedures – documents seen	DBS <input type="checkbox"/> Qualifications <input type="checkbox"/> Child Protection Policy <input type="checkbox"/>	Risk Assessments <input type="checkbox"/> Other <input type="checkbox"/>

Terms and Conditions of Hire

1. Interpretation

- a. Health and Safety Legislation:
- b. School: means the Governing Body of the School, its employees and agents.

2. Use and Access

- a. The School permits the Hirer to access and use the Premises on the times specified for the Permitted Use.
- b. The School do not warrant that the Premises are fit or suitable for the purpose of the hire.
- c. The Hirer is responsible for ensuring these terms and conditions of use are observed and for the effective supervision of the arrangements and activities in the Premises during the Hire Period and for the prevention of disorderly behaviour.
- d. The Hirer will be responsible for obtaining and paying for any Public Entertainment Licence required.
- e. The School retains the right to access the Premises at all times during the Hire Period and the Hirer must comply with any reasonable instructions given by School staff.
- f. The Premises remain in the Schools' legal possession notwithstanding the Hirer's occupation during the Hire Period and such occupation shall not be deemed to constitute or create any lease or tenancy.

3. Restrictions on Use

- a. The Hirer shall not use the Premises for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the School or any other occupiers within the Building or any owner or occupier of neighbouring property.
- b. School kitchens may only be used with the express consent of the School and may incur an additional fee to cover the attendance of a representative of any contractor and/or additional cleaning.
- c. The Hirer shall not make any alterations or addition to the Premises, shall not drive fixtures or fittings or other objects into the fabric or furnishings or affix any items to them and no interference is to be made with School property/equipment or other parts of the building which do not form part of this hire agreement.
- d. The use of all equipment and apparatus is subject to the prior written agreement of the governors
- e. Alcohol is not to be allowed to be sold or consumed on the Premises unless prior permission is given by the School and a licence obtained by the Hirer, if appropriate.
- f. Illegal drugs are not to be brought onto or consumed on the Premises.
- g. No items of a flammable, dangerous or noxious character may be brought onto the Premises, including fireworks, confetti or gas.
- h. Smoking is not allowed on the Premises or the building at any time.
- i. No betting, gaming or gambling is allowed on the Premises without the written permission of the School and the relevant licence from the licensing authority.
- j. Dogs, other than guide dogs for the blind or other assistance dogs, shall not be allowed on the Premises.
- k. There is no vehicle access or parking permitted on the premises.

4. Hire Fee and Deposit

- a. The Hire Fee is due and payable 14 days prior to the Hire Period or termly in advance for block bookings.
- b. The School reserves the right to require a deposit over and above the Hire Fee as a surety against damage to the Premises (including any Equipment) or the Premises being left in an unacceptable condition requiring additional cleaning, caretaking or other expenses.

5. Condition and Damage

- a. The Hirer will keep the Premises in a clean and tidy condition when in occupation. The Premises must be left in the same condition as before the Hire Period.
- b. Any damage, destruction or theft that occurs during the Hire Period in or to the Premises, to the building, equipment or School property will be the responsibility of the Hirer and the Hirer shall pay to the School the cost of making good any such damage. Any damage must be reported on the day of hire to the person from the School supervising the letting, or the emergency contact person. This must be followed up by the hirer's written report on the damage caused.
- c. The Hirer shall obtain the Governor's written agreement to the bringing onto the school premises of any apparatus or equipment. Any property not removed at the end of the letting may be removed by the Governors at the hirer's risk; the cost of such removal, together with any storage or disposal charges incurred by the Governors shall be recoverable from the hirer

6. Insurance

- a. The Hirer must hold public liability insurance in respect of their occupation of the Premises for a minimum of £2 million and will provide a copy to the School.
- b. When requested by a Hirer who is an individual or small informal group of individuals (not using the Premises for commercial or business purposes) who do not hold public liability insurance and who may find it difficult to obtain, the School may at its discretion arrange for the Hirer to be covered under the Schools own public liability insurance and any extra associated costs reflected in the Hire Fee.

7. Indemnity

- a. The Hirer shall keep the School indemnified against all expenses, costs, claims, damage and loss (including any diminution in the value or loss of amenity of the Premises) arising out of the use of the Premises by the Hirer or from any breach of any of the Condition of Hire, any infringement of copyright which may have occurred during the hiring or any act or omission of the Hirer or any other person on the Premises with the actual or implied authority of the Hirer.

8. Loss

- a. The School does not accept liability for any loss, theft or damage to property brought onto the Premises by or on behalf of the Hirer or damages to vehicles parked in any car park provided or injury to any person however caused.
- b. The School shall not be liable for any loss or damage suffered by the Hirer as a direct or indirect result of the performance of this hire agreement being prevented, hindered or delayed by reason of any act of god, riot, strike or lockout, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, difficulty in obtaining workmen's materials or transport, electrical, power failures or other circumstances whatsoever outside its control and which affect the provision by the School of access to or use of the Premises.

9. Assignment

- a. This hire agreement is personal to the Hirer and the Hirer shall not assign or underlet or part with or share possession or occupation of the Premises.

10. Health and Safety

- a. The Hirer must comply with all laws relating to the Premises and the occupation and use of the Premises by

the Hirer, including but not limited to Health and Safety legislation.

- b. The Hirer should, as far as possible, have an accurate list of those present.
- c. Any portable equipment to be used must have a current PAT test certificate.
- d. The Hirer must ensure they are aware of the fire exits and the fire and emergency evacuation procedures. The Hirer is required to take any precautions necessary to ensure the safety of those attending during the Hire Period, including ensuring the means of escape from fire are not blocked or impeded or firefighting equipment removed.
- e. The Hirer will immediately inform the School of any emergency, accident or serious incident that occurs during the Hire Period by telephoning the School Emergency Contact. The Hirer will be responsible for reporting any accident to the Health and Safety Executive.

11. Safeguarding and Child Protection

- a. Hirers providing services to children must have policies and procedures in place to ensure children's safety and any Risk Assessments and DBS certificates required by the Hirer must be supplied to the School upon request.
- b. At an event where the number of children is likely to exceed 100, the Hirer must ensure that a sufficient number of adults are stationed to prevent more children being admitted, to control the movement of the children and to take all reasonable precautions for the safety of the children as required by the Children's and Young Person's Act 1933.

12. Cancellation

- a. The Hirer may cancel the booking at any time by contacting the School. **If a booking is cancelled** with

more than one weeks' notice, the full Hire Fee and any Deposit will be repaid. If less than one weeks' notice is given, only 50% of the Hire Fee will be repaid. The Hirer will pay the full cost of the hire for bookings cancelled less than 24 hours before commencement of the Period of Hire. Block bookings of a term or longer: at least 2 months' notice of cancellation must be given.

- b. This agreement will be cancelled immediately by oral notice to the hirer or to any other person apparently in control should the Hirer breach these Conditions of Hire at any time. In these circumstances, the premises must be vacated forthwith and no Hire Fee (or part thereof) shall be refundable and the Governors shall be under no liability to compensate the hirer or any other persons for any loss or damage sustained in consequence of the cancellation.
- c. The School reserves the right to cancel the booking at any time without notice and without assigning any reason, but will endeavour to give as much notice as possible. In such circumstances, the School will refund the Hire Fee (and any deposit), but will not be responsible for any loss or expenditure whatsoever in relation to the letting which the Hirer may have incurred or be liable to pay.

13. Advertising

- a. The School must approve all advertising, emblems, slogans and posters concerning the use of the Premises or displayed outside the school

14. Additional Conditions

- a. The Governors reserve the right to provide additional conditions to those described in this paper as they consider appropriate.

Hire Agreement

To be completed by the school. Valid only when signed by both parties.

The Governing Body of St Peter’s CE Primary School, Chippenham Mews, London W9 2AN (the “School”) permits the hiring of facilities within the School (“the Premises” as set out below) on the Conditions of Hire and Booking Form attached and the following particulars apply:

Name of Hirer	
Address of Hirer	
Premises to be hired	
Hire Period	From [date and time] To [date and time]
Hire Fee	£
Security Deposit	£ (refundable at the end of the Hire Period, less any deductions – see T&C S.4)
Permitted Use	
Equipment provided	
School Emergency Contact	
Any other information or arrangements	Insurance Certificate: seen / to be provided Licences: seen / to be provided / not applicable DBS: seen / to be provided / not applicable Qualifications: seen / to be provided / not applicable

The Hirer confirms that they have read and understood these Terms and Conditions of Hire and agrees to be bound by such terms and conditions from the commencement of this agreement.

Print Name:.....

Signed on behalf of the Hirer:..... Date:

Signed on behalf of the School:..... Date:

Return this signed agreement with your payment in full. You will receive a receipt for your payment and a copy of the agreement signed by both parties. The letting will only be regarded as booked once the fee has been paid and the Hire Agreement has been signed by both parties.