

Lettings Policy

St. Mary's CE Primary School



St Mary's
C of E Primary School

Approved by:	Helen Webb	Date: 8 th September 2025
Last reviewed on:	September 2025	
Next review due by:	September 2026	



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Introduction.

The Governing Body regards the school buildings and ground as a community asset and will make every reasonable effort to enable them to be used as much as possible. The Governing Body will endeavour to maximise the use of the premises to support the local families, services and community with the first priorities for providing the best possible education for its pupils. Any lettings of the premises to outside organisations will be considered with this in mind. It is important however that requests for lettings are fully considered and that the lettings are properly documented to ensure all parties are aware of their mutual responsibilities.

This policy is therefore expected to assist this and provide advice on:

1. Definition of a school letting
2. School Letting Agreement
3. Types of agreement
4. Governance
5. Administrative process including terms and conditions.
6. Safeguarding .
7. Finance

Definition of a School Letting

A letting may be defined as ‘any use of the school premises (buildings and grounds) by either individuals or community group (such as a local music group or football team), or a commercial organisation (such as the local branch of ‘Weight Watchers’). A letting must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils. Use of the premises for activities such as staff meetings, parents’ meetings, Governing Body meetings and extra-curricular activities of pupils supervised by school staff, fall within the corporate life of the school. Costs arising from these uses are therefore legitimate charge against the school’s delegated budget.

The use of the school premises by way of letting is a temporary arrangement for the use of the accommodation. It is expected that the letting will usually be by completion of a school letting form, or occasionally a more formal license or lease. Advice on what is the most appropriate form of agreement can be found below.

Where partnership activities are planned (e.g. between school, other local authority services and 3rd parties), a responsible identified lead (if not the school) is to be established who takes full responsibility for leadership, finance, lettings application, safeguarding and all aspects of risk management between all parties.

School Letting Agreement.

This is expected to cover the hire of rooms for occasional use of space that is also shared with other users, e.g. use of school halls etc. It can also be used when a third party is using the space more intensively, e.g. they have full use of some rooms but the school retains control of access to the buildings, i.e. the third party is dependent on the caretaker/ another member of staff as key-holder to the school site. A draft version is attached and the school will be able to arrange this themselves. Generally, the school should:

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- Ensure the terms and conditions are attached to the Agreement, all the blanks are filled in and it is signed prior to occupation.
- The agreement should have an identity number so its issue can be traced and reduce the risk of standard forms being copied and used without proper authority.
- The school would manage this process themselves.

The hire agreement is personal to the Hirer only and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to it or of creating any tenancy between the school and the Hirer.

Formal 'Property' Agreement.

This may be a lease or license and would be required in a number of scenarios: -

- The occupation is expected to be of a long-term nature. The school could grant successive School Letting Agreements. There, may be benefits to the hirer or the school to have a longer-term agreement to provide security and perhaps help gain external funding.
- The Hirer is to occupy a stand-alone building
- The Hirer is providing a business use not linked to the school's educational role.
- The Hirer is expected to take on more responsibilities for its use, e.g. perhaps the level of repair, health and safety issues etc.

Governance.

Management and Administration of lettings/Governance.

The Headteacher is responsible for the management of lettings in accordance with the Governing Body's policy. 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.

If the Headteacher has any concerns about whether a particular request for a letting is appropriate or not, they will consult with the Chair of Governors, who is empowered to determine the issue on behalf of the Governing Body. A risk assessment must be conducted for each proposed letting. Governing bodies must consider the need for business and financial planning, procurement and legal advice in relation to Extended Services, and any necessary changes in Governance.

Administration Process.

To hire rooms an 'Application for the hire of School Premises' form has to be completed (Appendix 1) along with the Health and Safety Form (Appendix 2) and a signed copy of the 'Standard Terms and Conditions for Letting' (Appendix 4). These should be sent to the school office for approval by the Head Teacher, who acts on behalf of the Governors.

The Governing Body will consider this with regard to the matters contained in this policy and shall advise the applicant of its decision.

Once it has been decided to proceed with a letting a letter of confirmation will be sent to the successful applicant, 'the Hirer', setting out full details of the letting and enclosing a copy of the terms and conditions and the relevant agreement.



This letting should not take place until the signed agreement has been returned to the school. The person applying to hire the premises on behalf of the Hirer will be invoiced for the cost of the letting, in accordance with the Governing Body's current scale of charges.

The Hirer must give their full details with the agreement in their name, including their permanent private address (for individual lettings) or named senior personnel. Contact details, full business address and any registered Charity/Company registration numbers.

No letting should be regarded as 'booked' until the written agreement has been signed by both parties, any deposit/pre-payment has been paid as appropriate and approval has been given by the relevant person on behalf of the school.

No public announcement of any activity or function taking place should be made by the Hirer until the booking has been formally approved as per paragraph above.

Matters for Consideration.

The Headteacher will need to consider a number of issues prior to agreeing a letting. This may raise concerns that they may be addressed in the Agreement.

Considering the particular circumstances of any proposed letting the school may decide, for example that a parenting class is eligible for funding from the delegated budget because it helps pupils' parents/carers to support pupils' learning. School might also decide that a breakfast club for children during term time is eligible for funding from the delegated budget because it would help to ensure that pupils are in class on time and ready to learn. But schools might consider that a play scheme during holidays is not eligible for funding from the delegated budget if its purpose is mainly childcare i.e. that it is a community facility rather than of being any direct benefit to pupils.

Finance.

The school's delegated budget will not be used to subsidise any letting unless it is of direct benefit for the pupils. A charge will be made to meet the costs incurred by the school of any use of the premises by the Hirer must be paid, these can be seen in Appendix 3.

Safeguarding

St Mary's CE Primary School is a safeguarding school. If the premises are hired for children's activities, by completing the application form, the hirer is confirming that appropriate policies are in place to safeguard children and accepts responsibility for ensuring that appropriate vetting checks are carried out.

Site Security.

The Governors will hire and pay for a person to be responsible for the security of the premises before, during and after the hire, and for the basic cleaning of the premises after its use. This cost will be included in the charge for the letting. If no suitable person can be employed, then the letting will not be allowed or will be cancelled. (School will notify hirers in the event of closure such as for elections). Only named key holders may operate the security system. Keys should not be passed to any other person without direct permission of the Headteacher who must have



a signed written agreement form.

The school will be responsible for communicating arrangements for out of hours, school closure, keys and alarms, checking and switching off technical equipment, explaining fire procedures and fire risk assessments and ensuring appropriate risk assessments are completed. The school will also be responsible for checking fixtures & fittings before and after the letting, and keeping signed copies of the Lettings Agreements. The school is responsible for annual checks of fire equipment and displaying arrangements for fire safety.

Quality of Service

From time to time, staff and Governors have the right to monitor the activities to ensure quality of service/activity operating from the premises, and ask the Hirer to provide data on the number and type of users.

Access

Schools should consider the need for Hirers to comply with the Equality Act and make reasonable adjustments. Where this is a strength of the school accommodation, this should be made explicit. However, the responsibility for making sure the accommodation is suitable for the needs of all users, is the responsibility of the Hirer to make a prior judgment before the booking as to whether the facilities available at the school are suitable for disabled access.

The Governing Body reserves the right of access to the premises during any letting. The Headteacher or members of the Governing Body may monitor activities from time to time. The Headteacher will decide conflicting requests for the use of the premises, with priority at all times being given to school functions. Access to the school's toilet facilities is included as part of all indoor hire arrangements.



Appendix 1

Application for The Hire of School Premises as.....Letting

Applicant:

Name:	Telephone:
Address:	

Name of Organisation / Responsible Person in Charge for Duration of Letting:

This should be the person who will be present from start to finish and who will hand over to the site manager at the allotted time.

Organisation / Responsible Person:	
Purpose of Hire:	

Space Required:

Classroom	<input type="checkbox"/>	Number of Classrooms	<input type="checkbox"/>	Staffroom	<input type="checkbox"/>
Toilet Facilities	<input type="checkbox"/>	Sports Field	<input type="checkbox"/>	Staging	<input type="checkbox"/>
Hall & Cloakroom	<input type="checkbox"/>	Forest School Area	<input type="checkbox"/>		

Dates Space Required:

Start Time:		End Time:	
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There WILL / WILL NOT be a charge for admission

Parking in the School Staff Car Park is provided free of charge

Signed on Behalf of:

I wish to apply for the use of the Spaces Required shown above, and in doing so I accept the terms and conditions of the Hiring, a copy of which has been given to me.

Accepted By:

Date:

Rejected By:

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Your application dated For hire of space(s) at this school on Has been approved, subject to the caretaker being available.

The cost of this/these lettings will be.....

(Lettings charges are reviewed annually. Therefore, any bookings made prior to any annual increase, but taking place after the 1st September, will be charged at the new rate.

Date:		Head Teacher:	
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Appendix 2

Health and Safety Information for Hirers.

- Hirers must carry out their own risk assessment for any activities carried out during the letting and must not rely on the schools' risk assessment.
- Hirers should acquaint themselves with Fire Exits and instructions on the Fire Procedure notices. Fire Exits must not be blocked or locked, nor should furniture, equipment, or other obstructions be placed in front of exits during the hiring.
- Fire alarm points – NB if the Fire Alarm is activated, all persons should evacuate the hall and assemble on the sports field, well away from the building.
- It is the responsibility of the hirer to provide first aid equipment and trained personnel. Hirers should ensure they have a mobile phone to summon help in the event of an emergency.
- Hirers must ensure all outside doors are kept closed or supervised at all times, to deter intruders.
- The driveway must not be blocked by anyone using the carpark, to ensure emergency vehicles have full access.
- No electrical equipment is to be used on school premises except by prior arrangement with the Head Teacher – exceptions can only be considered if the equipment has a current PAT test sticker.
- All rubbish should be bagged up and ready for the Caretaker to dispose of.
- All surfaces including the floor must be left clean and dry.
- Hirers must ensure all windows and doors are closed and locked.

Signed:

Date:



Appendix 3

St Mary's CE Primary School – Lettings Charges

1st December
2024

Hall

			(Minimum
2 hours	-	£63.00	Letting)
3 hours	-	£77.00	
4 hours	-	90.00	
After			
10pm	-	£11.00	per 1/2 an hour or part of

Discounted rate for regular weekly users and non-profit making organisations - up to 10pm.

			(Minimum
2 hours	-	£37.00	Letting)
3 hours	-	£48.00	
4 hours	-	£65.00	
After			
10pm	-	£11.00	per 1/2 an hour or part of

Hire of stage - £14.00 Per Session

School Field - £21.00 Per hour

Plus
Sundays - 50% Per hour

Classrooms

Available on weekdays for regular weekly use from 6pm

			(Minimum
2 hours	-	£39.00	Letting)
	-	£12.00	per extra hour afterwards

Discounted rate for regular weekly users and non-profit making organisations - up to 10pm.

			(Minimum
2 hours	-	£24.00	Letting)
	-	£12.00	per extra hour afterwards

Staff employed by the school are entitled to a 50% discount on the above rates.

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St Mary's

C of E Primary School

STANDARD TERMS AND CONDITIONS FOR LETTING

Hire Agreement – School Premises

School/Premises: St Mary's C of E Primary School, Kingswinford

School Headteacher: Amy Wainwright

Hirer:

Purpose of Hire:

Date(s) of Hire:

Hiring Fee:

This agreement is between the above-named School and the above-named Hirer for the purpose stated under the following conditions.

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1. Agreement Overview

Please see our lettings policy

2. Goal & Objectives

Explanation of the charging framework and how any monies/profits will be used to benefit the pupils of the school and equipment etc.

3. General

- 3.1. The Headteacher and the School Governors are responsible for approving the hiring of school premises ('the Hire') and applications in the first instance should be made to the Headteacher.
- 3.2. The Hirer – The person signing the application will be deemed the Hirer and responsible for ensuring compliance with these conditions.
- 3.3. Charges – Hirers will be informed, at the time the application is approved, of the charge for the use of the facilities required and for any staffing costs e.g. Caretaker/Catering staff. Payment must be made within 28 days (about 4 weeks) of receipt of the invoice. If there is damage or the Caretaker is required to work longer than expected after the letting, the Hirer will promptly pay any subsequent account rendered by the school.
- 3.4. Caretaker – The Caretaker is normally expected to prepare for a hiring and, where the school requires, being in attendance throughout the time of a hiring.
- 3.5. If the School is required for urgent official or academic reasons the School reserves the right to cancel the Hire. Should this occur, the Hirer will be reimbursed with the Hiring Fee.
- 3.6. No alterations must be made to the school structure, fixtures, or fittings. Notices must only be fixed to notice boards provided.
- 3.7. Suitable footwear must be worn so as not to damage the School floors. Nothing must be put on the floors that will change the properties of the floor.
- 3.8. Members of the public must not be admitted to the school premises after 10pm.
- 3.9. Alcoholic beverages must not be sold or consumed on the premises unless the Headteacher has given specific approval. Should such approval be given the Hirer must obtain the necessary licence, which must be produced, to the Headteacher prior to the Hire.
- 3.10. The Hirer must comply with the smoke free legislation, which came into effect on 1 July 2007. Failure to comply may result in a fine for both the hirer and the school. Smoking is not allowed anywhere on the School premises.
- 3.11. Occupancy limits must not be exceeded, to be discussed at time of hiring.

4. Hirer's Responsibilities

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- 4.1. 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, use of equipment, 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>.
- 4.2. 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.
- 4.3. If the Hirer wishes to cancel the Hire it must be notified in writing to the Headteacher at least one week before the Hire is due. In the event of the Hirer failing to give such notice the Hiring Fee will be non-returnable. Any preparation work carried out for the Hirer will be paid for by the Hirer.
- 4.4. 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.
- 4.5. Adequate insurance will be affected by the Hirer to cover the liability in respect of the Hire. In respect of public liability insurance cover the Hirer shall affect a policy with a minimum indemnity limit of £5,000,000 in respect of any one incident.
- 4.6. The Hirer will provide the School with copies of the necessary insurances on request.
- 4.7. 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.
- 4.8. In the event of any damage done to or loss of property suffered or incurred by the Hirer the Hirer shall accept full responsibility therefor 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.



- 4.9. 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.
- 4.10. 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 shall be 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.
- 4.11. The Hirer is responsible for providing a person/persons who is capable of administering First Aid. The Hirer is also responsible for ensuring that himself, his appointed representative and the person/s responsible for administering First Aid are aware of the location of First Aid facilities and an outside telephone. First Aid facilities (e.g. First Aid box) must be provided by the hirer.
- 4.12. The Hirer or his appointed representative is responsible for reporting any accidents on the school's official accident report form, (HS2 Health and Safety Incident Report) and notifying the Headteacher / Caretaker as instructed. Copies of the necessary accident report forms shall be made available to the Hirer as necessary. Where appropriate, the school will provide a copy of the Incident Report form to Brighton and Hove City Council's Health, Safety and Wellbeing Team for necessary review and investigation.
- 4.13. The Premises must be left clean and tidy after use. The cost of any additional cleaning found to be necessary will be met by the Hirer.
- 4.14. 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.
- 4.15. The hirer is responsible for any waste generated by the activity of the hire and must dispose of it appropriately.

5. Security and Safeguarding of Children and Young People

- 5.1. Schools follow best practice in implementing a child protection policy including Disclosure and Barring Service (DBS) checks of adults who work with children in school. Therefore, any organisation hiring school premises, if working with children and young people, will be expected to provide written evidence that they also have a child protection policy and that adequate arrangements are in place to protect children and young people.
- 5.2. If the organisation does not have these measures in place, the School may decline to enter into a Hire Agreement.



6. Fire Precautions

- 6.1. The Hirer should be made aware of the school's Emergency Evacuation Plan.
- 6.2. 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 his appointed representative shall not be engaged in any duty that will prevent his overall supervision of the Hire.
- 6.3. 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. The 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.
- 6.4. Seating, gangways and passages shall be provided as approved by the responsible person acting on behalf of the School.
- 6.5. All gangways, corridors, fire escape routes and external passageways intended for entrance and exit shall be kept entirely free from obstruction.
- 6.6. All exit doors must be accessible during the whole time the public are on the premises.
- 6.7. 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. A nominated person should be responsible for using the fire fighting equipment, if necessary. The responsible person for the site should be consulted on any additional equipment necessary where stage performances or exhibitions are intended.

7. Materials & Equipment

- 7.1. 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.
- 7.2. 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.)

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- 7.3. 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 and must be agreed by the Headteacher.
- 7.4. 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.)

8. Temporary Electrical Equipment/Installations

- 8.1. Any temporary electrical installation must only be carried out by a qualified electrician and must comply with the applicable recommendations and requirements of the following:
 - (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.
- 8.2. All temporary installations shall be disconnected from the permanent installation immediately after the completion of the Hire.
- 8.3. All portable electric items must have been PAT tested within the last 12 months and a visual inspection should be carried out before use.

9. Additional Requirements for the Hiring of External School Premises

- 9.1. The Hirer must consult the Headteacher if there is any doubt about the condition of the ground. In the event of the ground being deemed unfit for use immediately before the Hire is to take place, the hire charge will be refunded.
- 9.2. The Hirer must ensure adequate supervision is exercised over everyone taking part in the Hire including spectators. Casual spectators not included in the Hire must not be admitted. Participants must have reasonable fitness to allow them to undertake the activity safely.
- 9.3. Stakes or similar must not be driven into the ground unless specific permission has been given.
- 9.4. Vehicles must not be driven over or parked on the playground unless prior permission has been obtained, weight restrictions assessed and all precautions have been taken to separate pedestrian and vehicular traffic. A limit of vehicles will be placed on any external Hire, to be discussed at the time of hiring. Access and exits must be monitored by the Hirer and/or his representative at all times to ensure safety of pedestrians and vehicular traffic.



- 9.5. Unless prior permission has been obtained, bonfires are not permitted. The use of pyrotechnics/ fireworks is not permitted without express permission of the Headteacher, and is subject to a specific risk assessment. Pyrotechnic/ firework displays should be undertaken by competent specialists and fireworks should be sourced from reputable suppliers. Fire authority approval may also be necessary.
- 9.6. Playgrounds must be left in a clean, tidy and safe condition.
- 9.7. Any loudspeakers must be operated at moderate volume so as not to cause a nuisance.
- 9.8. In relation to car boot sales or similar, the Hirer should take all reasonable steps to ensure that items sold on the School Premises are legal and appropriate for the Premises. It is the Hirer's responsibility to ensure that the name of the School is not brought into disrepute by the sale of illegal or inappropriate items. The Hirer should refer to the Headteacher for guidance on such items.

10. Additional Conditions Governing the Letting of the School Kitchen

- 10.1. Where the kitchen is used, the Cook or another member of the School Meals Staff must be in attendance throughout the letting except when only tea/coffee is made and no cooking is involved. Hirers who wish to use the school kitchen without a member of the School Meals Staff present should approach the school when the letting application is made.
- 10.2. If boilers, cooking ranges or hot cupboards are used, the member of the School Meals Staff present during the letting must be responsible for their use.
- 10.3. Hirers will normally be expected to provide their own cutlery, crockery and condiments.
- 10.4. All equipment and sinks must be left clean and tidy after use.
- 10.5. No children are to be allowed in the School Kitchen.

11. After the Hire

- 11.1. 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.

12. Termination

- 12.1. In the case of regular Hires, each party reserve the right to terminate this Agreement giving the other party one month's notice in writing.
- 12.2. 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.

12.3. The School's decision to terminate under Clauses 10.1 or 10.2 shall not give rise to any claims for damages or otherwise by the Hirer.

13. Indemnity

13.1. 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. In the event of difficulty during the Hire please contact:

14.

Headteacher:

Caretaker:

Please sign below to indicate you have read and accepted the above terms and conditions of the Agreement.

HIRER Signed:

Date:.....

Contact Name:.....

Contact Address:

.....
.....

Contact Telephone:

School Authorised Signature:

Name: Date:

