



# Lettings Policy

**This Policy was approved by the ELT on 8th February 2023**  
This Policy will be reviewed annually on or before February 2024

Version	Date	Detail
2	Feb 23	Changed references to generic local authority Removed charging form and added to contact finance Replaced CEO refs with Facilities Manager.

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## 1. Introduction

The Board of Trustees regards Trust buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible. However, the overriding aim of the Board is to support the Trust in providing the best possible education for its pupils, and any lettings of the premises to outside organisations will be considered with this in mind.

The Trust's budget (which is provided for the education of its pupils) will not be used to subsidise any lettings by community or commercial organisations. A charge will be levied to meet the additional costs incurred by the Trust in respect of any lettings of the premises. As a minimum, the actual cost to the Trust of any use of the premises by an outside organisation must be reimbursed to the school's budget.

## 2. Definition of a Letting

A letting may be defined as 'any use of the Trust premises (buildings and grounds) by either a 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, Local Governing Body meetings/Board of Director 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 a legitimate charge against the school's delegated budget.

## 3. Charges for a Letting

The Board of Trustees is responsible for setting charges for the letting of Trust premises. A charge will be levied which covers the following:

- cost of services (heating and lighting),
- cost of staffing (additional security, caretaking and cleaning) - including 'on-costs',
- cost of administration,
- cost of 'wear and tear',
- cost of use of school equipment (if applicable),
- profit element (if appropriate).

Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the organisations involved.

When a Trust school is being used for election purposes a Lettings Request Form will still need to be completed, but no charge will be made as the relevant local authority will reimburse the school with a token payment to cover the utility charges.

#### 4. **VAT**

In general, the letting of rooms for non-sporting activities is exempt of VAT, whereas sports lettings are subject to VAT (although there are exemptions under certain circumstances). Where the letting is for a continuous period, please refer to Finance as VAT is a complex area.

#### 5. **Sporting facilities charges – VAT**

Sport facility letting charges are normally subject to VAT, but where certain criteria are satisfied, the hire charges can be treated as exempt.

VAT Regulations state that for a series of ten or more lettings to be exempt from VAT, the following conditions should be satisfied:

- each period is in respect of the same activity carried on at the same place,
- the interval between each period is not less than one day and not more than fourteen days,
- the charge is payable by reference to the whole series and is evidenced by written agreement,
- the facilities are letting to a school, club, association or an organisation representing affiliated clubs or constituent association.

When letting the general purpose school hall for a sporting activity it will be exempt from VAT. VAT is only added when the facility being let is specifically for that sporting purpose ie. swimming pool – being let for a swimming pool sporting activity.

On the letting of sports facilities for sports, the VAT exemption does not apply to commercial organisations.

#### 6. **Management and Administration of Lettings**

The Facilities Manager is responsible for the management of lettings, in accordance with the Lettings policy. Where appropriate, the Facilities Manager may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

If the Facilities Manager has any concern about whether a particular request for a letting is appropriate or not, they will consult with the Executive Leadership team.

#### 7. **Safeguarding and Child Protection**

The Board of Trustees is responsible for ensuring that the Trust has effective policies and procedures for safeguarding children and young people (S.175 Education Act 2002). Where school premises are let to other organisations, and children/young people participate in the business/service of the hirer (ie. they are on site during the specified times of hiring), the school leaders and Local Governing Body (LGB) will seek written assurance that the hirer has appropriate policies and procedures in place with regard to safeguarding children and child protection. Most importantly in these circumstances, the Trust will require written

assurance from the hirer that all those engaged by the hirer (ie. staff and/or helpers) to supervise children or regularly work with them in any other capacity, have been vetted, where necessary, through the DBS process and are deemed suitable for the role. Where these written assurances have been given and the school leaders/LGB are made aware that the said arrangements are not in place, the school leaders/LGB reserves the right to terminate the contract with immediate effect and without any financial liability falling to the school. Similarly, the school/LGB reserves the right to see the hirer's policies/procedures regarding safeguarding and child protection where they deem it necessary.

## **8. The Administrative Process**

Organisations seeking to hire the school premises should approach the Facilities Manager (or other designated member of staff), who will identify their requirements and clarify the facilities available. A School Letting Initial Request (Appendix A) should be completed at this stage and returned to the Facilities Manager for consideration, the Headteacher will be consulted prior to any approval. Terms and Conditions for the Hire of the School Premises (Appendix B) will be provided to the Hirer and the charges calculated by the Trust Finance team. The Trust has the right to refuse an application, and no letting should be regarded as 'booked' until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.

Once a letting has been approved, an Application for Hire of Premises and Grounds (Appendix D) will be sent to the hirer, setting out full details of the letting and enclosing a copy of the Terms and Conditions (Appendix B) the application should be returned prior to the first booking.

The letting should not take place until the signed agreement has been returned to the school. The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the Trust current scale of charges. (Schools may wish to seek payment in advance in order to reduce any possible bad debts.)

The hirer should be a named individual and the agreement should be in their name, giving their permanent private address. This avoids any slight risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure.

All lettings fees which are received by the Trust will be paid into the main school budget in order to offset the costs of services, staffing etc (which are funded from the school's delegated budget). Income and expenditure associated with lettings will be regularly monitored to ensure that at least a 'break even' situation is being achieved.

## **9. Terms and Conditions for the Hire of the School Premises**

All terms and conditions set out below must be adhered to. The 'Hirer' shall be the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

**Status of the Hirer**

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background. 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 them or of creating any tenancy between the school and the hirer.

Persons involved with the hire may have to undergo a criminal record check via the Disclosure and Barring Service (DBS). Further advice and guidance around the requirement for DBS checks when hiring premises can be obtained from the school office. Where DBS checks are necessary, these checks must be made in advance of the hire to ensure that clearance is confirmed prior to the hire taking place.

Any adults working with the school's pupils (for example, at an after-school sports club) must be appropriately qualified. Sports coaches must follow the LA's guidelines for working in schools.

**Priority of Use**

The Facilities Manager will resolve conflicting requests for the use of the premises, with priority at all times being given to school functions.

**Attendance**

The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approval given.

**Behaviour**

The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated.

**Public Safety**

The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct, and - where applicable - the Hirer must adhere to the correct adult/pupil ratios at all times.

**Own Risk**

It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

**Damage, Loss or Injury**

The Hirer warrants to the Trust that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. The minimum limit for this insurance cover is £5 million. The Hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.

**Insurance for One-off Lettings**

Individuals should be asked whether they have any contents insurance and if so, to check whether it will cover their personal liability for the purposes of the let. If covered, they must provide appropriate evidence (confirmation from the insurers that the event is covered, and

the policy is in force on the relevant date). The minimum acceptable limit of liability should be £5m.

The Trust will not be responsible for any injury to persons or damage to property arising out of the letting of the premises.

### **Furniture and Fittings**

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.

### **School Equipment**

This can only be used if requested on the initial application form, and if its use is approved by the Facilities Manager. Responsible adults must supervise the use of any equipment which is issued and ensure its safe return. The Hirer is liable for any damage, loss or theft of school equipment they are using, and for the equipment's safe and appropriate use.

### **Electrical Equipment**

Any electrical equipment brought by the Hirer onto the school site MUST comply with the code of practice for portable electrical appliance equipment. Equipment must have a certificate of safety from a qualified electrical engineer. The intention to use any electrical equipment must be notified on the application.

### **Car Parking Facilities**

Subject to availability, these may be used by the Hirer and other adults involved in the letting.

### **Toilet Facilities**

Access to the school's toilet facilities is included as part of the hire arrangements.

### **First Aid Facilities**

There is no legal requirement for the school to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. Use of the school's resources is not available.

### **Food and Drink**

No food or drink may be prepared or consumed on the property without the direct permission of the Facilities Manager, in line with current food hygiene regulations. All litter must be placed in the bins provided.

### **Intoxicating Liquor**

No intoxicants shall be brought on to or consumed on the premises.

### **Smoking**

The whole of the school premises is a non-smoking area, and smoking/vaping is not permitted.

**Copyright or Performing Rights**

The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the Trust against all sums of money which the Trust may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

**Sub-letting**

The Hirer shall not sub-let the premises to another person.

**Charges**

Hire charges are reviewed annually and the current charge is set out in the Hire Agreement.

**Variation of Scales of Charges and Cancellations**

The Hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by the Trust on an annual basis) and that the letting may be cancelled, provided that in each circumstance at least 28 days notice either way is given. It is the Hirer's responsibility to notify parents in writing (where appropriate) of any changes in dates or venues at least a week in advance.

**Security**

The Trust 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 cleaning of the premises after its use. This cost will be included in the charge for the letting. Whilst hirers are using the facilities, they can be delegated responsibility for the security of the premises, they will still have to cover the costs incurred for a school representative to open and close the school. If no suitable person can be employed, then the letting will not be allowed or will be cancelled. Only named key holders may operate the security system. Keys should not be passed to any other person without direct permission of the Facilities Manager.

**Right of Access**

The Trust reserves the right of access to the premises during any letting. The Facilities Manager or members of the school leadership team/LGB/ELT may monitor activities from time to time.

**Conclusion of the Letting**

The Hirer shall, at the end of the hire period, leave the accommodation in a reasonably tidy condition, all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional cost may be charged.

**Vacation of Premises**

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. In the event of an emergency, occupants must leave the school by the nearest exit and assemble on the middle playground. The Hirer must have immediate access to participants' emergency contact details and may use the telephone in the school office in the event of an emergency. Hirers are responsible for familiarising themselves with emergency exits and must ensure that participants are aware of evacuation procedures.



**Promotional Literature/Newsletters**

A draft copy of any information to be distributed to participants or through the school must be sanctioned by the Facilities Manager and Headteacher a week prior to distribution by the Hirer.

**10. Lettings Procedure****Lettings Calculator**

To calculate lettings costs, the Trust finance department should be contacted.



**APPENDIX A – SCHOOL LETTING INITIAL REQUEST**

Name of applicant	
Address	
Telephone no.	
Name of organisation	
Activity of organisation	
Details of premises requested	
Day(s) of week requested	
Times	Start: _____ Finish: _____
Dates required	
Use of school equipment (please specify)	
Details of any electrical equipment to be brought	
Max no. of participants	
Age range of participants	
Number of supervising adults	
Relevant qualifications of supervising adults	
Where applicable, have DBS checks (including DBS Children’s Barring List checks where necessary) been carried out? Confirmation must be shown to the school leaders and/or attached	
When?	
By whom?	

The Hirer agrees to provide the school with the name of individuals who are working with children during the hire; confirmation that DBS checks have been made for relevant individuals and clearance confirmed; and details of supervision arrangements in place for those who it is deemed not necessary to obtain a DBS check.

Dates during the year when the facilities will be unavailable due to school use or closure will be issued at the beginning of the school year in September. These dates may be subject to change, but prior notice will always be given if the premises become unavailable due to unforeseen circumstances.

The Hirer confirms that adequate and appropriate insurance cover is in place for the activity to be carried out (see Appendix B - Terms and Conditions for further details). The Hirer confirms that arrangements are in place with reference to First Aid (see Appendix B - Terms and Conditions for further details). The Hirer undertakes to comply with the regulations regarding the use of own electrical equipment (see Terms and Conditions for further details).

Any other relevant information: .....

I confirm that I am over 18 years of age, and that the information provided on this form is correct.

Signed: .....

Date: .....

## **APPENDIX B – TERMS AND CONDITIONS FOR THE HIRE OF THE SCHOOL PREMISES**

All Terms and Conditions set out below must be adhered to. The ‘Hirer’ shall be the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

### **Status of the Hirer**

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background. 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 them or of creating any tenancy between the school and the Hirer.

Persons involved with the hire may have to undergo a criminal record check via the Disclosure and Barring Service (DBS). Further advice and guidance around the requirement for DBS checks when hiring premises can be obtained from the school office. Where DBS checks are necessary, these checks must be made in advance of the hire to ensure that clearance is confirmed prior to the hire taking place.

Any adults working with the school’s pupils (for example at an after-school sports club) must be appropriately qualified. Sports coaches must follow the guidelines for working in schools.

### **Priority of Use**

The Facilities Manager will resolve conflicting requests for the use of the premises, with priority at all times being given to school functions.

### **Attendance**

The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approval given.

### **Behaviour**

The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated.

### **Public Safety**

The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct, and – where applicable – the Hirer must adhere to the correct adult/pupil ratios at all times.

### **Own Risk**

It is the Hirer’s responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

## **Damage, Loss or Injury**

The Hirer warrants to the Trust that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including hired premises, arising out of the letting. The minimum limit for this insurance cover is £5million. The Hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.

## **Insurance for One-Off Lettings**

Individuals should be asked whether they have any contents insurance and if so, to check whether it will cover their personal liability for the purposes of the let. If covered, they must provide appropriate evidence (confirmation from the insurers that the event is covered, and the policy is in force on the relevant date). The minimum acceptable limit of liability should be £5million.

If the Hirer does not have their own insurance, then cover can be arranged by the school. This premium will need to be paid in full prior to the letting.

The school will not be responsible for any injury to persons or damage to property arising out of the letting of the premises.

## **Furniture and Fittings**

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.

## **School Equipment**

This can only be used if requested on the initial application form, and if its use is approved by the Headteacher. Responsible adults must supervise the use of any equipment which is issued and ensure its safe return. The Hirer is liable for any damage, loss or theft of school equipment they are using, and for the equipment's safe and appropriate use.

## **Electrical Equipment**

Any electrical equipment brought by the Hirer onto the school site MUST comply with the school code of practice for portable electrical appliance equipment (PAT tested and be available for inspection by the school). The intention to use any electrical equipment must be notified on the application.

## **Car Parking Facilities**

Subject to availability, these may be used by the Hirer and other adults involved in the letting.

**Toilet Facilities**

Access to the school's toilet facilities is included as part of the hire arrangements.

**First Aid Facilities**

There is no legal requirement for the school to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. Use of the school's resources if not available.

**Food and Drink**

No food or drink may be prepared or consumed on the property without the direct permission of the Facilities Manager, in line with current food hygiene regulations. All litter must be placed in the bins provided.

**Intoxicating Liquor**

No intoxicants shall be brought on to or consumed on the premises.

**Smoking**

The whole of the school premises is a non-smoking area, and smoking is not permitted.

**Copyright or Performing Rights**

The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the school against all sums of money which it may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement,

**Sub-Letting**

The Hirer shall not sub-let the premises to another person.

**Charges**

Hire charges are reviewed annually and the current charge is set out in the Hire Agreement.

**Variation of Scale of Charges and Cancellations**

The Hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by the Trust on an annual basis) and that the letting may be cancelled, provided that in each circumstance at least 28 days' notice either way is given. It is the Hirer's responsibility to notify parents in writing (where appropriate) of any changes in dates or venues at least a week in advance.

**Security**

The Hirer will be responsible for the security of the premises before, during and after the hire, and for the cleaning of the premises after its use. Any additional cost resulting in failure to comply will result in further charges for the letting. Only named keyholders may operate the security system.

**Right of Access**

The Trust reserves the right of access to the premises during any letting. The Facilities Manager or member of the school/LGB/Trust ELT may monitor activities from time to time.

**Conclusion of the Letting**

The Hirer shall, at the end of the hire period, leave the accommodation in a reasonably tidy condition with all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional cost may be charged.

**Vacation of the Premises**

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. In the event of an emergency, occupants must leave the school by the nearest exit and assemble on the school's middle playground. The Hirer must have immediate access to participants emergency contact details and may use the telephone in the school office in the event of an emergency. Hirers are responsible for familiarising themselves with emergency exits and must ensure that participants are aware of evacuation procedures.

**Promotional Literature/Newsletters**

A draft copy of any information to be distributed to participants or through the school must be sanctioned by the Headteacher a week prior to distribution by the Hirer.



**APPENDIX C – APPLICATION FOR THE HIRE OF PREMISES AND GROUNDS**

N.B. This completed form must be signed and returned to the office of the establishment normally two weeks before hiring date on form.

All rooms/grounds should be vacated by ..... hours. Beyond this time additional costs may be incurred by the Hirer.

**Please complete all section below:**

**Name of Organisation:** .....

**Name & Address of Hirer:**.....

.....

**Daytime & evening Telephone No.:** .....

It is agreed that the hirer will comply with the Terms and Conditions attached and with any additional conditions which may be laid down on behalf of the Trust.

**Signature of Hirer:** .....

**Date:** - .....

**Position held in Organisation:** .....

Room / Area / Grounds	Date (s)	Time		Total Time	Maximum Attendance
		From	To		

Special seating / room arrangement, if required – NB you may be charged for this additional service.

**Room Plan**

No. of tables: .....

No. of chairs: .....

Additional equipment: eg. Piano, OHP, Sports Equipment, etc.

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*Office Use Only*

This letting approved by: ..... Date: .....

Charges for facilities:		Charge	VAT	Details of charges
	Room / Area			
	Equipment:			
	Caretaking/Cleaning/Security			
	Total VAT			
	Total Payable			

**Notes:**

1. This sheet is to be filled in with all the relevant details and handed to the cleaning contractor as early as possible before the letting is due to take place.

The box 'with charges for facilities' must be filled in fully before a copy is given to the hirer