Lettings Policy

St Agnes C of E Primary School

Approved by:	Mrs Sue Gittins
Last reviewed on:	September 2026
Next review due by:	September 2027

ST AGNES SCHOOL, LEES

LETTINGS POLICY

Our Vision and Mission Statement

'Learning together in God's Love'

St Agnes is an inclusive Christian family, we want our children to:

- Learn together with respect, patience and kindness
- **Treat each other as they would like to be treated (Matthew 7v12)**
- Flourish in education and friendships
- **Live life in all its fullness (John 10v10)**
- Be proud of themselves and others
- Ensure everyone is treated equally

Through the range of experiences we offer to all our pupils we encourage an understanding of the meaning and importance of faith and promote all the Christian Values. We particularly focus on Responsibility, Creativity, Forgiveness, Perseverance, Hope, Thankfulness and Friendship. These Christian values form the basis of our vision and are embedded throughout our school life and underpin all our teaching.

St Agnes is a small school that supports our community by providing an education of the highest quality within the context of Christian belief and practice. We work closely with our families to ensure they are fully supported and cared for

We expect everyone at St Agnes C of E Voluntary Aided Primary School to follow 'The Great Expectations' –

Be Safe
Be in the right place at the right time
Do your best
Handle your emotions
Use appropriate language
Cooperate
Respect everyone and everything

1. ADOPTION

The Governing Body at St Agnes School have adopted the lettings policy set out below.

2. INTRODUCTION

The Governing Body will make every reasonable effort to ensure the school building and grounds are available for community use. However, the overriding aim of the Governing Body is to support the school in providing the best possible education for its pupils. Any lettings of the premises to outside organisations will be considered with this in mind.

2.1 DEFINITION OF A LETTING

A letting may be defined as ‘any use of the school premises by either a community group or a commercial organisation’, regardless of whether a letting fee is charged. It must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

2.2 CHARGES FOR A LETTING

The governing body is responsible for setting the charges for the letting of the school premises. Details of these charges can be discussed with school.

The school reserves the right to charge for cleaning if the premises are left untidy or not left as found. Photographic evidence will be provided.

3. APPLYING TO USE THE SCHOOL

Applying to use the school premises should be made to the School’s office and the Letting Agreement should be filled in at least 21 days before the event.

The Finance committee will resolve any conflicting requests for the use of the premises, with school functions then Church always receiving priority. The Governing body reserve the right to alter the location of the hire to a suitable alternative within school should the need arrive.

The School’s office team is responsible for the management of lettings, in accordance with the school’s policy, but the Headteacher retains overall responsibility.

If the office team / Headteacher has any concern about the appropriateness of a particular request for a letting, he/she will consult the Chair of Governors, who has the authority to determine the issue on behalf of the Governing Body.

The Governing Body 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 confirmed in writing.

The Governing Body reserves the right to close the premises at any time for emergency or periodic maintenance and also when the premises are required for school activities, public elections or similar events.

The Governing Body request that all lettings should provide a child protection and safeguarding policy in line with KCSINE25. If the Governing body has any reservations or concerns about Safeguarding the organisation will be reported to the LA and the letting agreement will be immediately terminated.

4. LETTING AGREEMENT

Once a letting has been approved, a letter will be sent to the hirer, confirming the details of the letting, along with a copy of the terms and conditions (Appendix A) and the letting agreement (Appendix B).

The letting agreement needs to be signed and returned to the school before the letting can take place. It should be signed by a named individual and the agreement should be in their name, giving their permanent private address.

The named individual applying to hire the premises will be invoiced for the cost of the letting.

All letting fees will be paid into the school's bank account to offset the costs of services, staffing etc.

4.1 TERMINATION OF LETTING AGREEMENT

The Headteacher, or the Chair of the Governing Body, has the immediate power to terminate any letting agreement relating to the hire of the school premises, in accordance with the terms and conditions of the model agreement attached (6.13)

5. SAFEGUARDING

The Hirer shall ensure that where a hiring involves activities aimed predominantly at children, and/or the activity is positively supported by the school for the attendance of children, they have appropriate safeguarding policies and procedures in place and that they, themselves and those persons likely to have contact with children, have been subject to Enhanced Disclosure and Barring Service checks. The governors reserve the right to require the Hirer to produce evidence that enhanced DBS checks have been carried out on all persons and to review safeguarding policies and procedures and to impose any additional requirement they consider appropriate in connection with the hiring. If for any reason the governors are not satisfied then they reserve the right to cancel any hiring and there shall be no liability to the Hirer other than to refund any hiring fee or deposit paid.

St Agnes School
Appendix A

TERMS AND CONDITIONS OF LETTING OF THE SCHOOL PREMISES

These terms and conditions must be complied with.

The 'hirer' shall be the named individual on the letting agreement and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

1. 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 letting 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.

2. DISCLOSURE AND BARRING SERVICE CHECKS

It may be necessary for the hirer to undergo a disclosure and barring services check via the Disclosure and Barring Service (DBS). If a particular letting involves contact with children and young people, it is the responsibility of the hirer, as advised by the Headteacher, to ensure that they have complied with the DBS Code of Practise.

When there is a requirement for DBS checks to be undertaken, the hirer must keep appropriate records in line with the DBS Code of Practise and report to the school any safeguarding concerns which may arise.

The hirer will be required to provide evidence that DBS checks have been carried out on request before commencing a lettings agreement.

3. INDEMNITY AND INSURANCE

Lettings are made on the agreement that the Governing Body are indemnified by the hirer against any loss, damage, costs and expenses during the use of the school premises by the hirer except where such loss, damage costs and expenses are directly attributable to the negligence of the employees of the Governing Body (refer to Lettings Indemnity Form – Appendix C).

The hirer shall insure, with a reputable insurance office approved by the Governing Body, against such funds as the hirer may become liable to pay as compensation, arising out of bodily injury or illness (fatal or otherwise) to any person and/or costs, fees, expenses, loss or damage caused to property or the premises by any act or neglect of himself, his servants, agents, or any person resorting to the premises by reason of the use of the premises by the hirer.

Unless specifically agreed by the Governing Body, the insurance cover shall provide a limit indemnity of not less than £5,000,000 (five million pounds) in respect of any one incident and to include liability for the premises including liability for fire and explosion risks arising from the let of the premises.

The hirer shall produce the policy of insurance and receipts for the current premium or premiums upon request by the Headteacher and the Governing Body within seven days of a request.

Neither the school nor the Local Authority shall be responsible for any injury to persons or damage to property arising out of the letting of the premises.

4. **STATUTORY REQUIREMENTS**

The hirer must not do or permit any act, matter or thing which would, or might, constitute an illegal or immoral activity affecting the school premises or which would, or might, impact in whole or in part any insurance affected in respect of the premises from time to time.

5. **LICENSES AND PERMISSIONS**

The hirer shall be responsible for obtaining any public licenses necessary in connection with the booking and should confirm with the school the licenses they hold.

Permission or license must be obtained from the copyright owner, the owner of the sound recordings (if appropriate) and the publisher for any public performance of music, musicals, operas, or stage plays. The borrowing of music scores or plays from a local library does not constitute permission to perform.

Regulated entertainment, public music, singing and dancing can only take place on premises which have a Premise's License authorising entertainment, or by applying for a Temporary Event Notice.

Hirers are reminded that it is illegal to photocopy music or plays without the express permission in writing of the copyright holder except in certain circumstances. Any infringement of this is liable to prosecution.

The hirer shall indemnify the governors against all sums of money which the governors may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

6. **PUBLIC SAFETY**

All conditions attached to the granting of the license, stage play or other licenses and the school's health and safety policy shall be strictly observed. Nothing shall be done which will endanger the users of the building, or invalidate the policies of insurance relating to it and its contents. In particular:

a) Obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be available for free public access and exit at all times

b) Fire – fighting apparatus shall be kept in its proper place and only used for its intended purpose

c) The fire brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Headteacher

d) The hirer is responsible for familiarising his/herself with the procedure for evacuation of the premises, the escape routes, assembly points, and shall be familiar with the fire-fighting equipment available

e) Performances involving danger to the public shall not be permitted

f) Highly flammable substances shall not be brought into, or used, in any part of the premises. No internal decorations of a combustible nature (e.g. polystyrene, cotton, hay, etc) shall be undertaken or erected without the consent of the Governing Body

g) No unauthorised heating appliances shall be used on the premises

h) All electrical equipment brought into the building shall be subject to regular PAT testing and certification provided in evidence. The intention to use any electrical equipment must be notified on the hire application form. The Governing Body disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment

i) Adequate supervision must be provided to maintain order and good conduct, and, where applicable, the hirer must adhere to the correct adult/pupil ratios at all times when these are specified for particular activities, e.g by national governing bodies of sports, scouts etc.

THE HIRER'S RESPONSIBILITIES

The hirer must inform the school of any fault, damage or other problems with the premises or equipment encountered during the letting.

No part of the premises is to be used otherwise than for the purpose of the premises requested.

No part of the premises requested is to be used for any unlawful purpose or in any unlawful way.

The premises shall not be used as the hirer's postal address

6.1 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.

6.2 FIRST AID FACILITIES

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

6.3 FURNITURE AND FITTINGS

Furniture and fittings shall not be removed or interfered with in any way. Nor shall they be rearranged except by prior agreement and will be subject to reinstatement at the end of each session of use. 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, is permitted. In the event of any damage to premises or property arising from the letting, the hirer shall pay the cost of any repair required.

Hall floors are used by children for physical education and no substance is to be applied to floors to prepare them for dancing or any other activity. No footwear liable to damage floors may be worn in school buildings. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the building.

6.4 FOOD AND DRINK

No food and drink may be prepared or consumed on the property without the direct permission of the Headteacher in line with current food hygiene regulations.

6.5 KITCHEN/FOOD PREPARATION, FACILITIES AND EQUIPMENT

Third parties shall not be permitted to share use of kitchens and/or equipment.

6.6 INTOXICATING LIQUOR

No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the permission in writing of the Headteacher /Governing Body, whose written consent must also be obtained prior to seeking any Temporary Event notice for the sale of alcoholic liquor from the local Licensing Authority. All evidence of intoxicating liquor must be removed from the premises at the end of the letting.

6.7 SMOKING or VAPING

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

6.8 BETTING, GAMING AND LOTTERIES

Nothing shall be done on, or in relation to, the premises in contravention of the law relating to betting, gaming and lotteries, and the persons or organisations responsible for functions held in the premises shall ensure that the requirements of the relevant legislation are strictly observed.

6.9 NUISANCE/DISTURBANCE

Hirers and organisers of events in the school premises are responsible for ensuring that the noise level of their function does not interfere with the other activities within the building nor to cause inconvenience for the occupiers of nearby houses or property.

6.10 DISPOSAL OF WASTE / CLEANING

The hirer must comply with the school's arrangements for disposal of any rubbish or waste materials.

Hirers must leave the premises clean and tidy and all equipment and furniture should be stored away or placed tidily as required. Cleaning and tidying up must be carried out DURING THE HIRE PERIOD. The hirer is liable for the costs of any additional cleaning should this be necessary, together with damage and breakage, which may occur during the hire period.

6.11 ANIMALS

Except in the case of trained guide dogs for the blind and hearing dogs for the deaf, animals shall not be permitted on the school premises by persons letting the building.

6.12 RULES

The hirer shall comply with any rules and regulations which the Governing Body shall make from time to time.

6.13 CHARGES AND CANCELLATIONS

The hirer acknowledges that the charges are as set out in the letting agreement, including any review arrangements specified. The letting may be cancelled, provided that in each circumstance at least one terms notice either way is given. It is the hirer's responsibility to notify people appropriately of any changes in dates or venues at least a week in advance.

The Governing Body will not accept any responsibility for any loss, or other expenses however incurred by the hirer, in the event of a cancellation by the Governing Body of the letting as a result of circumstances beyond its control (including, without prejudice to the generality of the same, industrial action by its employees, or others, oil shortage, failure of electricity/gas supply). The decision of the Governing Body as to whether a letting should be cancelled shall be binding on the hirer.

Where payment for the hiring of the school facilities is not reached by the prescribed deadlines, and/or without prior agreement by the Headteacher, the Governing Body reserves the right to terminate the letting with notice of one week. The Governing Body will not accept any responsibility for any loss, or other expenses, however incurred by the hirer, in the event of the cancellation of the letting as a result of the circumstances described above. The decision of the Governing Body as to whether a letting should be cancelled shall be binding on the hirer.

It is the hirer's responsibility to notify its club members appropriately of the withdrawal of the school facilities in the event of the letting being cancelled for the reason outlined above

6.14 SUB-LETTING

The hirer shall not sub-let the premises, underlet or share possession with any other parties.

6.15 STORAGE ANCILLARY TO THE LETTING

The permission of the Governing Body/ Headteacher must be obtained before goods or equipment are left or stored on the premises, except that the Headteacher is authorised to grant permission for the overnight storage of goods and equipment brought to the school for a particular event.

6.16 LOSS OF PROPERTY

The Governing Body cannot accept responsibility for damage to, or the loss or theft of, hirer's property and effects. It is the responsibility of the hirer to make his/her own insurance arrangements if required.

The hirer or the person in charge of the group has a responsibility to ensure that no personal or group property is left at the school. However, if this occurs the school will retain the item for a maximum of seven days, after which the item will be disposed of unless you contact the school to arrange collection.

6.17 CAR PARKING

Cars shall not be parked on site or so as to cause an obstruction at the entrance to, or exits from, the school. In particular the Hirer must ensure that access to the school by emergency vehicles is not obstructed or delayed.

6.18 TOILET FACILITIES

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

6.19 RIGHT OF ACCESS

The Governing Body reserves the right of access to the premises during the letting for emergency or monitoring purposes (Headteacher or members of the Governing Body may monitor activities from time to time).

6.20 VACATION OF PREMISES

The hirer shall ensure that the premises are vacated promptly at the end of the letting session. The hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult.

6.21 Site Security

Only named key holders may operate the security system.

Keys should not be passed to any other person without direct permission of the Governing Body of the school. 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 & 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.

6.22 BLOCK BOOKING

In cases of block bookings, the user must not leave their own belongings or equipment on the premises without the written consent of St Agnes School and any items left in the building with St Agnes School's approval, are left at the owners risk and this responsibility for insuring such belongings firmly lies with the user. Any belongings left in the premises without prior agreement from St Agnes School will be treated as abandoned and may be disposed of by St Agnes School.

APPENDIX B
LETTING AGREEMENT
(Please complete this form in block capitals)

Accommodation and Facilities required	Use of School Hall and Store Cupboard Use of Class 1 (Monday 5.30 - 6.00) Use of Class 2 on parents evenings Use of hall tables And Hall Chairs To be Set Up By KLASS
Other requirements (e.g. chairs set out, equipment, etc)	_____
	_____
Dates and times	Term Times 7.30am-8.45am & 15.00pm- 18.00pm
	_____
Cost	£20 per Day
	_____
Purpose of letting	Before And After School Child Care
	_____
Name of organisation	KLASS
Will alcohol be brought onto the premises	N0
	_____
Are you obtaining a license for sale of alcohol	No
	_____
	_____
Have you insurance to cover the event	Yes
Full name of hirer	
Address of hirer	_____
	_____
	_____
Contact Number	_____

Signature of hirer _____
Date _____

Please complete and return to the school at least 21 days before the event. We will confirm the booking and notify you of the charges. You will need to send copies of any licenses required on confirmation.

Headteacher acceptance of booking
(The approval of the Chairman of Governors must be obtained where the hirer requires alcohol to be brought onto the school premises).

Signed _____ Date _____

APPENDIX C
LETTINGS INDEMNITY FORM

INSURANCE COVER – To comply with the conditions of the hiring agreement.

I hereby indemnify the school against any claims made against it arising from the use of hired premises. In addition I accept responsibility for any claims the school may have for any damage to its property arising from its use during my hire.

I maintain a Public Liability Insurance Policy, the details of which are as under:

Policy Number _____ Expiry Date _____

Name and Address of Insurance Company: _____

_____

_____

Indemnity Limit: _____

Signature: _____ Date: _____

SAFEGUARDING

The hirer agrees that systems are in place with regards to safeguarding measures as per the lettings policy:

Name: _____

Name of Organisation: _____

Purpose of Letting: _____

Date: _____

Signature: _____

DECLARATION (Please read before signing)

I have received a copy of the Lettings policy and Terms and Conditions for the Letting of School Premises and agree to be bound by them. Any licenses necessary and the Theatres Act 1968 and the Cinematograph Acts 1909 and 1952 have been or will be observed and any requirements of the Licensing Justices, where necessary, have been or will be met. I agree to pay the charges due as required and hereby certify that the premises and grounds will be used only for the purpose stated.

I am over 18 years of age.

Signature _____ Date of application _____

NAME (BLOCK CAPITALS) Mr/Mrs/Ms/Miss _____

(Please be aware of the school's emergency evacuation procedure, which is attached for your information)

Please pass this form to the establishment, do not complete anything below this line

It is confirmed that the accommodation required is available for the time and date(s) requested. The head of the establishment has been informed, that where necessary the hiring has been approved by or on behalf of the governors and that the applicant has been informed accordingly.

Signature: _____ Date:_____ Headteacher

Signature: _____ Date: _____ Chair of Governors

(Please use BLOCK CAPITALS) APPLICATION INFORMATION

Name of Hirer (person, body, association etc):

Address of Hirer:

Phone/Mobile: Email: Website:

HIRE DETAILS (must include sufficient set up and clear away time)

Purpose(s) of Hire ("the Event"):

Attendees Adults: Children: Total:

Single Booking: Date: Start Time: End Time:

Time required Start Access Time: Finish Access Time:
Start Time of Event: Finish Time of Event:

Block Booking: Frequency/Days (e.g. Weekly, Monthly) Start Date: End Date: Start Time:
End Time:

Facilities Required (Please TICK) ☐ School Hall ☐ Kitchen ☐ Class One ☐ Class Two ☐ Class Three ☐ Class Four ☐ Playground ☐ Church ☐ Football Pitch ☐ Staff Room ☐ Quiet Room ☐ Carpark
The school does not provide any warranty that the premises, equipment and facilities provided are suitable for the intended purpose of the hire. The Hirer is required to satisfy himself/herself that they are fit for purpose, and they have adequate insurance to cover any damage or loss to premises and equipment whether intentional or accidental.

Person Supervising and in attendance during the event (if different from 2 above)

Name:

Address:

Post Code:

Telephone No: Email:

OTHER DETAILS (Include details of electrical equipment being brought onto site)

Please use the space below to provide further relevant details as necessary (e.g. car parking, electrical equipment being brought onto premises):

REFRESHMENTS Will Refreshments be served? ☐ Yes ☐ No
Will Alcohol be consumed? ☐ Yes ☐ No
If YES, will the Alcohol be served or sold? ☐ Served ☐ Sold
Please Note, if permitted by the school, the relevant licence must be obtained for all events involving the sale of alcohol, gambling and public entertainment.

PUBLIC LIABILITY INSURANCE ☐ Yes I/We already have Public Liability Insurance. By ticking the box above, the Hirer is confirming and representing to have adequate Public Liability Insurance with a minimum cover of £5 million pounds through a reputable provider and a copy of your insurance certificate has been provided to the School.

Signatures I hereby confirm that I am authorised to sign this Hiring Application Form, have read, understood and accept all the terms and conditions and confirm that I am over 18.

Signature of Hirer:

Date:

Full Name of Hirer:

Data Audit For The Lettings Policy					
What ?	**Probable Content**	**Why ?**	**Who ?**	**Where ?**	**When ?**
Hirers	Name Address Telephone Email (where applicable) All the above of the Hirer	For school information & records	Caretaker & Heads	Lettings form Paper copies held in locked filing cabinet	Held on File for long-term lettings (eg KLASS) until hire no longer needed

As such, our assessment is that this policy:

Has Few / No Data Compliance Requirements	Has A Moderate Level of Data Compliance Requirements	Has a High Level Of Data Compliance Requirements
✓		

This policy will be reviewed every year or sooner if legislation / school assessment systems change.