

Lettings Policy

Yew Tree Primary School



Date of Policy:	September 2025
Responsibility:	School Business Manager
Review Date:	September 2028
Consultation:	This policy was reviewed by the School Business Manager in consultation with the Governing Body and following all LA advice & guidance as well as ensuring compliance with DfE requirements

ETHOS STATEMENT

It is the aim of the Governing Body of Yew Tree Primary School to develop policies and procedures which support the school's vision of:

“Learning Without Limits”

PRINCIPLES

The Governing Body regards the school 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 Governing Body is to support the School 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 Governing Body of Yew Tree Primary School wishes to administer the letting of the school hall and associated facilities, out of school hours, for the benefit of:

- a) Extended Services
- b) Community Groups
- c) Youth Groups
- d) Local Residents
- e) Increased income for teaching and learning in the School

The Governing Body intend to prioritise lettings in the following order:

- 1) For the benefit of users of the School, e.g. holiday camps
- 2) Use for school functions (e.g. PTA) or fund raising activities
- 3) Voluntary organisations, e.g. Cubs, Brownies etc
- 4) Other users approved by the Governing Body

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

AIMS

The aim of this policy is:

- To provide clear guidance on lettings and the hire of School's premises and equipment
- To enable community and lifelong learning access to the School site and premises
- To promote the use of School's facilities by the wider community
- To safeguard the interests of Yew Tree Primary School
- To ensure that the out of hours use of the School site is not subsidised by the School budget

GUIDELINES

DEFINITION OF A LETTING

For the purposes of this policy a letting may be defined as *"any use of the school premises (buildings and grounds) by either a community group (such as a local music group or football team), an individual or group of individuals, 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 students 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.

MANAGEMENT AND ADMINISTRATION OF LETTINGS

The Head Teacher is responsible overall for the management of lettings, in accordance with the Governing Body's Policy. The Head Teacher may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

Community Lettings will take place at the discretion of the Head Teacher. If the Head Teacher has any concern about whether a particular request for a letting is appropriate or not, s/he will consult with the Chair of the Site, Premises & Safeguarding Committee or Chair of Governors, who are empowered to determine the issue on behalf of the Governing Body.

In order to maintain its neutrality as an educational setting, the school will not let any parts of the site or premises to any individual or groups for the sole purpose of religious or political activity.

PROCEDURES

- 1 All lettings must be approved by the Head Teacher or Governing Body.
- 2 All prospective hirers must complete a lettings form. Failure to do so may result in the letting not being approved.
- 3 The hirer must personally sign the lettings form and may not assign or sub-let the premises.

- ❖ A lettings form must be received at least 21 days before the proposed date of use. Where the proposed date falls within a school holiday, the lettings form must be received at least 21 days before the end of term.
 - ❖ A 10% non-returnable deposit is required on receipt of the lettings form.
 - ❖ All charges must be paid by the due date. For casual lettings, this is 7 days before the proposed date of use. For regular lettings, payment arrangements will be agreed before the beginning of the lettings.
 - ❖ The Governing Body will not refund any charge on cancellation of a booking by the hirer, except in exceptional circumstances agreed by the Governing Body.
 - ❖ Applications and charges for regular lettings will be reviewed annually.
- 4 The Governing Body reserves the right to cancel any letting at any time. Any fees paid will be refunded or an alternative date offered, except in the case of misconduct.
 - 5 The Governing Body reserves the right to impose special conditions in respect of any letting, series of lettings or class of lettings to protect its property or employees. Any special conditions will be notified in writing to hirers before the deposit is paid.
 - 6 A no smoking policy applies at all times.
 - 7 No letting shall be considered approved or any change confirmed until done so in writing by the Governing Body or Head Teacher.
 - 8 Premises or grounds covered by these conditions must not be used without a current lettings approval. Any person who knowingly uses premises or grounds without authorisation will be charged at the appropriate rate and refused permission to use any facilities in the future.
 - 9 The hirer must ensure that a responsible adult is present and able to supervise at all times during the letting.

EQUIPMENT AND ACCOMMODATION

- 10 The hirer must pay the school the cost of making good any damage to property that may ensue. The hirer must clear away any rubbish and leave the premises in the condition in which they were found.
- 11 Any desks, furniture or equipment in the rooms hired must not be interfered with without the prior approval of the Governing Body or the Head Teacher. Standing on seats, furniture, windowsills, etc. is not permitted. Fittings, fixtures or decorations of any kind are not allowed, other than purely temporary arrangements that require no nails, screws or other fixed devices that would damage any part of the premises.
- 12 Chalk, resin or polishing materials may not be used on floors.
- 13 The lighting arrangements of the premises must not be supplemented or altered. Specialist equipment such as a public address system must not be installed by the hirer, except with the express approval of the Governing Body or the Head Teacher.
- 14 Specialist rooms and equipment (including gymnastic equipment, public address systems, stage lighting and pianos) are not included in the letting arrangements unless specifically mentioned in the letting form and approved by the Governing Body or the Head Teacher. The hirer is responsible for their proper use if approved.

- 15 The Governing Body does not provide first aid facilities for the hirer or guarantee access to a telephone for calling assistance during lettings. Hirers should make their own arrangements in this respect.
- 16 Chairs installed in the premises may be used by special arrangement. The Governing Body does not undertake to provide suitable chairs or seats for use by the hirer. Any furniture provided by the hirer must be removed immediately after the end of the letting.

GROUNDS

- 17 The Governing Body will consider applications to use the playground or field and charge accordingly.

LEGAL REQUIREMENTS

- 18 The hirer must comply with the legal requirements concerning consumption of intoxicating liquor, music, singing and dancing licences, theatre licences and copyright. The hirer must not apply for licences without the specific approval of the Governing Body.
- 19 The hirer must comply with any legislation in force at the time of the letting. If the letting is for any play or entertainment provided for children, it is the responsibility of the hirer to station a sufficient number of responsible adults to prevent more children being admitted to the building than can be safely accommodated there and to control the movement of the children while entering and leaving the building and to take all other reasonable precautions for the safety of the children.
- 20 **In line with the school's approach, the hirer will ensure that their use of the site or its premises does not contradict the Equality Act 2010 which is designed to ensure equality for all regardless of any differences including age, disability, gender, race, religion, gender identity or sexual orientation.**
- 21 The hirer is specifically forbidden to use, or to allow the use of, the premises or grounds for any illegal or immoral purposes and shall not carry on any activity so as to cause nuisance or annoyance to other users of the premises or neighbouring or adjoining premises.
- 22 The premises must be vacated by 10.00pm at the latest. No letting is allowed after this time.

INSURANCE

- 23 Insurance in place for the school does not extend to a hirer's liabilities. Therefore, it is the responsibility of the hirer to obtain minimum public liability insurance cover of £5 million or more. Additionally, and where deemed necessary by the Governors (for example, where the nature of the hire means that professional services or advice are being provided), the hirer must provide Professional Liability Insurance of £5 million or more
- 24 Evidence of the insurance must be shown to the school before the letting commences. A copy will be retained on file with regards to expiry dates of hirer's insurance.

SAFEGUARDING

25 The school is dedicated to ensuring the safeguarding of its pupils at all times. It is a requirement of hire that hirers abide by the schools' requirements in respect of safeguarding. Any failure from the hirer in this respect will result in the hire being terminated.

It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space. The school will need to satisfy itself that the hirer meets all the requirements of the [DfE guidance for keeping children safe in out of hours settings](#).

If there is a chance that those hiring the premises will come into contact with pupils, for example if the hire occurs during school hours, or when pupils may be present in the school (during after school clubs or extra-curricular activities), we will ask for confirmation that the hirers have had the appropriate level of DBS check.

The hirer will be required to have appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide copies of these policies on request to the school.

The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact the designated school contact as soon as reasonably practicable.

26 The Governing Body (usually delegated to the Head Teacher) is responsible for ensuring that the hirer:

- has appropriate safeguarding policies and procedures in place (these should be inspected as needed and retained on file for the duration of the letting)
- has arrangements in place to liaise with you about safeguarding issues where they occur

The lettings paperwork must include details of all safeguarding approaches and the school must be satisfied that these are in compliance with KCSIE and any other relevant legislation applicable to the event and dependent on the age of those attending. The agreement must:

- Includes safeguarding requirements as a condition of using your school premises
- State that you will terminate the agreement if they fail to comply with these

OTHER DOCUMENTARY REQUIREMENTS

27 In addition to the above insurance requirements, it is the responsibility of the hirer to provide appropriate risk assessments and relevant H&S documentation as requested. Where the documents are unsatisfactory, or where they are not provided by the hirer, the School reserves the right to cancel the letting.

CONDITION OF PREMISES

28 While the Governors give no guarantee as to the fitness, suitability or condition of the premises at the commencement of the letting, every effort will be made to see that the premises are in a reasonable state.

COMPLIANCE WITH CONDITIONS

- 29 Failure by the hirer to comply with any of the above conditions, whether intentionally or not, may be deemed by the Governors to be just cause for the immediate cancellation of any letting or series of lettings.

COSTS AND ADMINISTRATION

- 30 Lettings must be self-financing and the school's budget must not be used to subsidise the hirer's activities. Costs must cover:

- ❖ Administration
- ❖ Site staff overtime costs
- ❖ Heat, light and power
- ❖ General wear and tear

- 31 Cover must be provided when the Site Manager/Assistant Site Manager is unavailable.

CHARGES

Regardless of the facility hired, a base cost will be charged of £25.00

Please see Appendix 1 for breakdown

Facilities available are as follows

- Sports Field
- Playground space
- Classroom
- Large Hall (with the use of the kitchenette)
- Small Hall
- Practical Room
- Studio

Appendix 1 – Charges Basis

Base Cost (Admin Fee) <i>Per Booking</i>	£25.00
CHARGES (Main hours) <i>Term time, between 7am – 6pm</i>	£33.00 per space per day NB: This is due to the limited time that spaces are available during term time. If a space was available for the whole day during term time, an increased cost of £54 would be applied.
CHARGES (Out of hours) <i>School Holidays & weekends, does not include Bank Holidays. This is subject to availability</i>	£76.00 per space per day NB: If a space was only needed for half a day, the price would be adjusted to reflect this. The school will only book a space for a minimum half day block.

ADDITIONAL COSTS (additional costs to be quoted for depending on details of booking)	
Site Management <i>(Costs for 1 Hour)</i>	£35.00 per hour (hours agreed based on details of booking)
Cleaning <i>(Costs for 1 Hour)</i>	£17.00 per hour (hours agreed based on details of booking)
Other Charges	Other charges may be applied for use of particular furniture or equipment. Actual quote will be provided upon registration.
<i>Please see above list for facilities available</i>	

NB: These prices are subject to change by the school at any point and final costs will be agreed at the time of booking.

Where more than one facility is requested, during a single period, a discount may be offered.

A notice period of one month's charges will apply to cancellation of lettings over 3 months in length



NB: The school reserves the right to alter these prices at their discretion.

Lettings Application form – Yew Tree Primary School

Reference number..... Name of person completing form.....

Name of Licensee/Hirer.....			
Address of Licencee/Hirer.....			
.....Post code.....			
Telephone number.....e-mail address.....			
Name of organisation.....			
Accommodation/ facilities required (inc. details of any equipment you shall be providing yourself)			
Purpose of hire/ Description of activities (inc details of expected attendees, i.e. number of visitors and age range of participants)			
Details of safeguarding arrangements (inc. any arrangements for first aid, DBS members of staff etc) Do you meet the requirements of Keeping Children Safe for out of school settings			
Dates required		Times required	
From	To	From	To
Total number of hours			
Any additional relevant information			
AUTHORISATION (to be completed BEFORE proceeding any further)			
AUTHORISED	SIGNED (HT or Chair of Governors)		
DECLINED	DATE		

We cannot accept this application with confirmation of Public Liability Insurance.

Do you have Public Liability insurance? Yes / No **(please attach a copy to this application form)**

Summary of costs

Hourly rate £

Cost for booking £

Total cost for booking £

Payment made by cash or cheque (Please circle). Receipt number.....

Invoice to be raised. Invoice number.....

If more than one receipt or invoice is applicable for this booking, please record receipt numbers and invoice numbers on additional sheet.

Cancellation

Details.....

CHEQUES TO BE MADE PAYABLE TO “YEW TREE PRIMARY SCHOOL”

Licensee/Hirer signature.....Date.....

Head teacher.....Date.....

LETTINGS CHECKLIST	
Has a lettings folder been set up with all appropriate paperwork and signed lettings agreement?	Yes/No N/A
Have governors or the LA been consulted, where required, at the relevant stages?	Yes/No N/A
Have arrangements been made with the site team to manage the letting in line with details agreed?	Yes/No N/A
Have relevant staff been informed of lettings on site at agreed times of booking?	Yes/No N/A
Has payment (i.e. deposit or full payment) been received in advance (unless a regular letting and an agreement is made to invoice at specific points)?	Yes/No N/A
Have hirers been given details of H&S procedures or emergency contact details?	Yes/No N/A

CONDITIONS OF HIRE

1. The use of premises has to be restricted to the use and accommodation specified in the hire permit. The hirer should take all precautions to prevent any damage. Some footwear in particular can cause damage to floors and persons wearing such footwear will not be permitted to enter the premises. The hirer is required to pay for any breakages, losses or damage to property arising out of the letting.
2. Nominated representatives of the School Governors must be given free access to the hired premises for the purpose of inspection. The School Governors also reserve the right to cancel any letting in which case a proportion of the charges will become refundable.
3. The hirer shall effect Third Party (public Liability) insurance within a minimum indemnity limit of five million pounds for any one occurrence to cover its legal liabilities for accidents resulting in injuries to persons, including participants in the hiring activity, and/or loss of or damage to property including the hired premises, arising out of the hiring of educational premises.

The School will not be responsible for any injury to persons or damage to property arising out of the hiring of the premises unless such injury or damage results from the negligence or breach of statutory duty on the part of the School

4. The sub-letting or sharing of the premises is prohibited.
5. Public Safety.
 - a) The hirer shall be responsible for the prevention of overcrowding such as would endanger public safety and for keeping clear all gangways, passages and fire exits.
 - b) The hirer shall be responsible for providing adequate supervision to maintain order and good conduct.
6. The charge for accommodation includes the use of furniture only within the room. In the event of the hirer requiring additional furniture a separate charge will be made according to circumstances. On the days when the school is in session, articles such as pianos, tables, flowers etc. may not be delivered to the school before 4.30 pm on the day of use, unless arrangements for early delivery are made with the School Business Manager. The hirer should remove all chairs or other furniture, decorations and any other materials introduced into the premises, within an agreed reasonable time after the period of hire. If this is not done, the School Governors will be entitled to remove and dispose of such items and the hirer will pay the cost of removal (less the proceeds of disposal where relevant) on demand.
7. Special preparations, such as those required for the purpose of dancing, must not be applied to the floors without specific approval. The School Business Manager can advise.
8. The premises are not already licensed and the school premises will not be let for functions where a public entertainment, intoxicants or other licences are required unless proof of this licence have been obtained.
9. The premises are not licensed under the Cinematography Acts and no inflammable films or materials of any inflammable nature should be used.

10. Under the conditions of the Performing Rights Society, hirers of educational establishments are required to furnish details direct to the Society of 'all musical works, whether published or in the manuscript, performed at the premises locally, instrumentally or mechanically, at entertainments for which a charge is made'. A form can be provided which should be completed and forwarded direct to the Performing Rights Society Limited immediately after the letting has taken place.
11. A lettings form must be received at least 21 days before the proposed date of use. Where the proposed date falls within a school holiday, the lettings form must be received at least 21 days before the end of term.
12. A 10% non-returnable deposit is required on receipt of the lettings form.
13. All charges must be paid by the due date. For casual lettings, this is 7 days before the proposed date of use. For regular lettings, payment arrangements will be agreed before the beginning of the lettings.
14. The Governing Body will not refund any charge on cancellation of a booking by the hirer, except in exceptional circumstances agreed by the Governing Body.
15. First Aid
The Governors take no responsibility for first aid provision. Hirers are recommended to provide their own first aid cover at events.
16. Smoking
Smoking is not permitted under any circumstances within the school buildings.
17. Telephones
There is no access to a public telephone.
18. Cleaning Costs
Any additional cleaning cost must be met by the hirer.
19. No Tenancy
Nothing in this agreement shall create a tenancy.
20. Safeguarding
All safeguarding arrangements detailed must be adhered to. The School reserves the right to carry out spot checks of this and the agreement may be terminated at any point if these fail to be complied with or safeguarding concerns are identified and not addressed.

Appendix 3 – Template for letter of confirmation/acceptance of booking

Dear [contact name]

Thank you for submitting your hire request form to us.

We're pleased to say the area you've requested is free on the date(s) and time(s) of your request and we'd be happy to grant a non-exclusive licence to you to use the area for the purpose set out in your request form, subject to the [enclosed terms and conditions/terms and conditions already provided to you].

Based on the length of time and area requested, the full amount for the hire will be [insert amount]. You can pay us by [insert payment method(s) and details here]. We request full payment of the fee by [insert date]. We'll also require you to submit to us proof of your public liability insurance if we do not already have this.

If there is any other paperwork you require (e.g. DBS information or safeguarding procedures) to see when someone hires the premises, add it to the above paragraph.

We've provided with this confirmation details of emergency evacuation procedures in the event of a fire/similar emergency. Please make sure you're familiar with these before the date of hire.

If there are any other documents you want to submit and make sure the hirer is familiar with, add them to the above paragraph.

You can contact [named contact and details] with any questions about hiring the premises.

You may wish to have an additional 'out of hours' contact/contact details for when the hire is happening if the person is hiring the premises outside of school hours, unless you plan to have a member of staff on site to provide support with any issues.

Kind regards,

[staff member]