



Premises Lettings Policy

MAY 2024

**PREMISES LETTINGS POLICY
QUEENSGATE FOUNDATION PRIMARY SCHOOL**

Policy Review

This policy was adopted from The School Bus and will be reviewed by the Governing Board on an annual basis.

The policy was last reviewed and agreed by the Governing Board on 7th May 2024

It will be reviewed again in March 2025.

Approved



Signature: Head Teacher

Date: 7th May 2024



Signature: Chair of the Governing Board

Date: 7th May 2024

Policy control

Date	Amendments / additions	Reason

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Statement of intent

Queensgate Foundation Primary School recognises that its premises are valuable to the local community and as such, we are pleased to let the premises out to local organisations.

Though we let the premises out, the school is aware that this can pose certain concerns, such as in terms of safeguarding, so this policy is to be distributed to all organisations that wish to let the premises and the conditions outlined within it must be followed at all times.

There is also important information that this policy communicates to organisations who let the premises from the school, such as health and safety matters and insurance arrangements.

1. Legal framework

This policy has due regard to all relevant legislation and statutory guidance including, but not limited to, the following:

- The School Premises (England) Regulations 2012
- Health and Safety at Work etc. Act 1974
- The Health and Safety (First-Aid) Regulations 1981
- The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR)
- Counter Terrorism and Security Act 2015
- The UK General Data Protection Regulations (GDPR)
- Data Protection Act 2018
- Education Act 1996
- DfE (2015) 'Advice on standards for school premises'
- DfE (2023) 'Keeping children safe in education 2023'
- DfE (2023) 'The Prevent duty: safeguarding learners vulnerable to radicalisation'
- DfE (2023) 'After-school clubs, community activities and tuition: safeguarding guidance for providers'

This policy operates in conjunction with the following school policies:

- First Aid Policy
- Fire Safety Policy
- Premises Management Policy
- Health and Safety Policy
- Child Protection and Safeguarding Policy
- Prevent Duty Policy
- Letting School Premises Risk Assessment
- Surveillance and CCTV Policy
- Manual Handling Policy
- Data Protection Policy
- Allegations of Abuse Against Staff Policy

2. Definitions

For the purpose of this policy, a “**letting**” is defined as any use of the premises by either a community group, e.g. a football club, or a commercial organisation.

The school will let out its premises; however, the letting arrangement will not interfere with the primary activity of the school, which is to provide a high-quality education and safe teaching environment.

Use of the premises for activities such as staff meetings, parents' meetings, governing board meetings, out of school hours learning support activities or any other extended services which support the raising of attainment and achievement, 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. Roles and responsibilities

The headteacher will be responsible for:

- Ensuring compliance with the premises licence.
- Acting as or appointing a designated premises supervisor.
- Ensuring that the school has the correct insurance in place for hiring out the premises.
- Checking the hirer has the appropriate public liability insurance.
- Working with the site manager to ensure the premises are fit for use.

- Ensuring hirers familiarise themselves with the relevant school policies and procedures e.g. Health and Safety
- Ensuring the school adheres to its Premises Management Policy.
- Reviewing the relevant safeguarding checks carried out by the hirer to ensure they comply with the school's policies.

The site manager will be responsible for:

- Ensuring the facilities and equipment requested are clean and in a good working condition for each hirer.
- Working with the hirers to ensure high levels of security are maintained.
- Showing the hirers how to properly secure and lock the premises after use and advising who to contact in the event of an emergency
- Organising any repairs and/or replacement of equipment.
- Ensuring the hirer is made aware that CCTV cameras are installed within the school grounds.

Hirers will be responsible for:

- Ensuring the proper use of the facilities and equipment they have requested to use.
- Taking the necessary steps to ensure there is no damage to any equipment or furniture, or the building itself after use.
- Ensuring all related visitors and volunteers have signed in during their period of hire.
- Leaving the premises in a clean and tidy condition.
- Working with the site manager to ensure that the premises are secure after use.
- Obtaining adequate public liability insurance to a minimum of £2 million
- Providing the SBM with proof that they hold a current and relevant insurance policy.
- Obtaining all necessary safeguarding checks for all activities involving children, e.g. DBS checks, and providing proof of this to the SBM
- Reading the school's safeguarding policies and procedures, which can be found on the school website and ensuring they understand the rules and procedures detailed with
- Providing the SBM with a copy of their Safeguarding policy

4. Charges

The governing board will be responsible for determining charges for the letting of the school premises – additional charges may be imposed to cover the following:

- Costs of services (e.g. heating and lighting)
- Costs of staffing, including “on-costs” (e.g. additional security or caretaking)
- Costs of wear and tear (or damage to property)
- Costs of using the school's equipment, if applicable
- Costs of additional facilities

The charge issued for each letting will be reviewed annually by the governing board.

Hirers should ensure that the period of hire required covers any additional time necessary for setting up and taking down any equipment.

The review of charges will take place in the spring term, for implementation in the beginning of the next financial year, taking effect from 1 April that year.

A charging tariff may be established to ensure that access is affordable for particular individuals and groups.

The school requires a £50 deposit, for the provision of access keys and/or access cards – refundable when hire ceases, providing no damage has been recorded against any school property and any electronic card or keys have been returned.

All block bookings will be invoiced at the end of each calendar month. Settlement is required within 7 days of the invoice via bank transfer. A copy of payment receipt must be emailed to the SBM upon payment. For any one-off bookings, full payment will be required in advance of the booking.

Hirers will provide the school with at least 7 days' notice before cancelling a booking for a full refund. If hirers fail to provide sufficient notice, the school will charge the appropriate fee for the period of hire booked.

If any invoice remains outstanding after 7 days, the school reserves the right to refuse the hirer entry to the premises and to cancel any future bookings until such time as the outstanding amount has been paid.

Should any outstanding hire charge be left unpaid for 30 calendar dates, the school will seek legal advice with a view to legal proceedings. Any cost incurred by the school for commencing legal proceedings will be payable by the hirer.

5. Managing Lettings

The headteacher may delegate aspects of the management of lettings to other relevant members of staff, such as the SBM/site manager.

If the headteacher has any concerns regarding the activities the hirers are conducting, they will consult the governing board and reach a decision together.

Organisations wishing to hire the premises will approach the SBM, who will identify their requirements and clarify the facilities available.

The hirer will be a named individual and the agreement should be in their name, giving their permanent private address.

All lettings fees that are received by the school will be paid into the school's independent bank account.

Fees will be paid via bank transfer and a copy of the payment will be emailed to the school.

The SBM will provide the hirer with the relevant bank details.

Sub-letting of any kind is strictly prohibited. If the school receives any evidence pertaining to plans to sub-let, all bookings that the hirer has made will be cancelled.

Hirers should not use any facilities outside of the dates agreed in their booking form, nor should they use facilities without prior confirmation from the SBM that the facilities are available for dates that have not been booked.

6. Safeguarding

The school will ensure that appropriate safeguarding arrangements are in place when letting school premises of facilities that involve work with children. Organisations submitting a lettings request involving working with children and/or young people will submit a signed copy of their current safeguarding policy.

Where the services are provided separately by another body, the school will seek assurance that the body concerned has the appropriate safeguarding procedures in place. The school will request the provider's safeguarding policy prior to the commencement of the letting.

Hirers will be expected to adhere to the DfE's '[After-school clubs, community activities and tuition: safeguarding guidance for providers](#)'.

The school will ensure that safeguarding requirements are communicated with the hirer prior to the letting.

Failure to comply with the school's safeguarding conditions will lead to the termination of the hire agreement.

Any safeguarding-related allegations against organisations or individuals who have hired the school premises will be managed in line with the school's Allegations of Abuse Against Staff Policy.

All hirers will state the purpose of the hire.

Each application will be vetted by the Headteacher and any concerns will be reported to the governing board prior to approval.

When determining whether to approve an application, the SBM will consider the following factors:

- The type of activity
- Possible interferences with school activities
- The availability of facilities
- Health and safety considerations
- The school's duties with regards to the prevention of terrorism and radicalisation
- Whether the letting is deemed compatible with the ethos of the school

An application will not be approved if the hirer's purpose:

- Is aimed at promoting extremist views.
- Involves the dissemination of inappropriate materials.
- Contravenes the statutory Prevent duty.
- Is likely to cause offence to public taste and decency (except where this is, in the opinion of the trust, balanced or outweighed by freedom of expression of artistic merit).

If any members of staff have concerns regarding the purposes for which the hirer is using the facilities, they will contact the headteacher immediately.

The headteacher will file an incident report form if they have reason to believe that the letting has been used for political purposes not previously authorised, the dissemination of inappropriate material or any other purpose that contravenes the Prevent duty.

Where an individual group is found to be promoting views in contravention of the school's Prevent duty, this will be managed in line with the school's Prevent Duty procedure.

All hirers will read and review the school's Child Protection and Safeguarding Policy.

7. Emergencies and health and safety

The hirer will provide an appropriate risk assessment for the purpose of their hire.

The hirer will be required to ensure they have an appropriate First Aid with them whilst using the facilities.

A First Aider and Fire Marshall shall be provided by the hirer and will be on site at all times.

The hirer will provide a copy of their emergency evacuation procedures prior to use of facilities.

Queensgate Foundation Primary School is a No Smoking zone; this includes the use of Vapes. Smoking is not permitted on the premises at any time.

The hirer shall provide a copy of their risk assessment, emergency evacuation procedures, details of their First Aider and Fire Marshall at the point of booking.

For use of internal facilities, the hirer will be shown the school's fire exits and evacuation points by the site manager on arrival.

The hirer will be provided with a copy of the school's Health and Safety Policy and will be expected to act in accordance with it at all times.

8. Using the site

Prior to hire, the hirer will liaise with the site manager to ensure the school remains secure before, during and after use.

Hirers will be given an emergency contact number for the site manager in case of any security breach and will also be provided with contact details for the security company regarding any issues with the alarm.

Hire of the school hall and dining room is specific; hirers must ensure no-one accesses any other areas of school during the hire period.

The building is fully alarmed, with the addition of external CCTV. If any part of the building or sports field is left unsecured by the hirer, the school will charge the hirer all the costs incurred, including the cost of staff time, subject to a minimum fee of £100.00, to re-secure the building/sports field following the hire. In the event of any problems arising with the setting of alarms at the end of the hire period, the hirer shall notify the security company Vectis Security; details of which are displayed by the alarm panel.

All hirers should be mindful of the local community and avoid excessive noise when leaving the facilities.

Keys, access cards and security codes must not be passed (or shared) by any hirer. The named hirer is the responsible person.

Keys, access cards and security codes must not be used to gain access to the school facilities at any times other than when a booking has been agreed. Any hirer in breach of this, will be required to return keys and/or access cards and any future bookings will be cancelled.

Hirers will ensure the site is left clean and tidy after use. All litter must be removed.

Hirers will be deemed to be the keyholder and person responsible during the period of hire. The hirer must remain on site for the duration of the hire period.

The use of public announcement systems and loudspeakers must be agreed with the headteacher and site manager, this agreement must include a maximum noise level which is not to be exceeded.

The school's car park is available to hirers during their time on the premises; however, the governing board and school will not accept responsibility for any loss, damage or accident that may occur whilst the car park is in use.

Hirers will only use the allocated parking bays within the car park. Hirers must not park on the grass. If the car park is full, alternative parking outside of the school grounds will be sought. The school premises must remain accessible to the emergency services, should they be required.

Hirers will ensure that none of the school's external play equipment is used during the period of hire by any users of the hired facility.

Alcohol will not be brought onto, or consumed on the premises.

9. Equipment

Whilst the school does not hire out additional equipment, Hirers may identify any equipment they may require from the school and detail this in their application form; hirers must seek permission from the Headteacher to use any additional equipment once the form has been submitted. There will be an additional charge for equipment. The school reserves the right not to hire additional equipment.

The site manager will conduct an inventory of all the equipment that the hirer requests, noting its condition. The site manager will review this inventory after the hirer uses the equipment to ensure its proper use.

Furniture and fittings will not be removed or interfered with in any way.

Any damage to equipment, furniture or the building will result in the hirer being charged the cost of any repairs or replacements.

Any seating provided is limited to the number of chairs on the premises.

Hirers are allowed to bring their own equipment on to the premises; however, they will be required to acknowledge this in their application form.

The hirer will ensure that any equipment that they provide meets the relevant health and safety standards.

The school cannot be considered responsible if any of the hirer's equipment is damaged, stolen or lost whilst being used on the premises.

CCTV systems will be used to monitor events and identify incidents taking place whilst the premises are in use, in accordance with the CCTV Policy.

Hirers will report any stolen or missing school equipment to the SBM immediately.

Food and drink may not be prepared on the premises; consumption of food and drink must take place in the dining room.

No food or drink may be consumed in the hall.

10. Monitoring and review

This policy is reviewed annually by the governing board and the headteacher.

The scheduled review date for this policy is May 2025.

Any changes made to this policy will be communicated to all relevant members of staff and all hirers

APPENDICES

A) Fees

Facility	Cost per Hour/or part hour of
Single Pitch	£17.00
Hard Court	£17.00
Hall	£17.00
Dining Room	£17.00
Training Room	£75.00 per half day
Training Room	£100 per full day
Training Room	£30.00 per hour
Equipment	Cost per session
Tables	£5 per session
Chairs	£5 per session
Goal posts	£5 per match
Toilets	£5 per match

B) Premises Hire Application Form

The school will process the data collected in this form in accordance with the UK GDPR and Data Protection Act 2018.

Details													
Named individual													
Company name													
Address (for invoicing purposes)													
Contact number													
Email address													
Deposit amount													
Payment method	<i>Bank Transfer</i>												
Requirements													
Date/s of hiring <i>If weekly/monthly or continuous booking, please state day/s of the week</i>													
Facility required *Please tick	<table style="width: 100%; border: none;"> <tr> <td style="text-align: center;"><i>Hall</i></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><i>Dining room</i></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><i>Training room</i></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><i>Small Pitch</i></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><i>Large Pitch</i></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><i>Hard Court</i></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	<i>Hall</i>	<input type="checkbox"/>	<i>Dining room</i>	<input type="checkbox"/>	<i>Training room</i>	<input type="checkbox"/>	<i>Small Pitch</i>	<input type="checkbox"/>	<i>Large Pitch</i>	<input type="checkbox"/>	<i>Hard Court</i>	<input type="checkbox"/>
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Equipment requested	<table style="width: 100%; border: none;"> <tr> <td style="text-align: left;"><i>Chairs/Tables for Hall</i></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: left;"><i>Toilets for Sporting events</i></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: left;"><i>Goal Posts</i></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	<i>Chairs/Tables for Hall</i>	<input type="checkbox"/>	<i>Toilets for Sporting events</i>	<input type="checkbox"/>	<i>Goal Posts</i>	<input type="checkbox"/>						
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<i>Toilets for Sporting events</i>	<input type="checkbox"/>												
<i>Goal Posts</i>	<input type="checkbox"/>												
Details of own equipment you will be using on the premises													

Purpose	
Details of the event	
Will you be working with children and/or young people? If yes, please supply a copy of your Safeguarding Policy	
Start time	
End time	
Expected attendance	
Names of all staff with valid DBS in place during time of hire	
<p>By signing this document, I acknowledge that I have read, understood and agree to the terms of this Lettings Policy.</p> <p>I acknowledge that my signature confirms all the details in this application form are correct.</p>	
Signed	
Date	

C) Hire Agreement

The school will process the data collected in this agreement in accordance with the UK GDPR and the Data Protection Act 2018.

Name of school	
Name of the hirer	
Hirer's address	Line 1:
	Line 2:
	Town:
	County:
	Postcode:
Hirer's Telephone	Landline:
	Mobile:
Area of the school to be used	
Specific nature of use	
Maximum attendance	
Details of any school equipment used	
Day(s) and Date(s) of hire	
Period of hire – set up and close down must be included within hire period	<p style="text-align: center;"> _ Hrs. _ Mins. </p>
Fee (specify per hour)	£ _____ per hour

The governing board agrees to hire the premises to the hirer on the date(s) and for the period(s) mentioned above, upon payment of the deposit.

The hirer accepts all the conditions of hire as set out in the attached terms and conditions document.

The hirer's attention is specifically drawn to the indemnities contained in the hire conditions, and the need to ensure that suitable insurance cover is in place for any loss, damage or injury.

Hirer's signature	
Date	

SBM	
Date	

For Office Use:

Booking form completed	
Insurance certificated provided by hirer	
Safeguarding/Child Protection Policy provided by hirer	
DBS details confirmed by hirer	
Risk Assessment provided by hirer	
Details of Emergency procedures provided by hirer	
Details of Fire/First Aid officer provided hirer	
Key to building provided to hirer	
Key to gate provided to hirer	
Access card provided to hirer	
The hirer has been provided with school website details in order to access Health and Safety Policy	
Hirer aware of alarm and security procedures	
Deposit received	

D) Terms and conditions for hiring the premises

The school requires the hirer to read and abide by these terms and conditions. Please read these terms carefully along with any other documents that are referred to throughout. These terms and conditions should be read alongside the school Lettings Policy.

1. Terms of letting

The school agrees to hire out school facilities, as requested in the booking form to the hirer on the following terms. These terms are a formal contract between the school and the hirer which represent an agreement between the school and the hirer to use the premises as the school would expect.

In these terms:

- 'The school' is used throughout to refer to **Queensgate Foundation Primary School**
- 'The hirer' is used to represent the individuals who are bound by these terms.
- The 'application form' refers to the school's Premises Application Form which must be completed by the hirer prior to using the premises.

2. Application form

All applications for the hire of the school premises shall be made to the headteacher via the school's application form. The person signing this form must be over 18 years of age and present on the day of the premises hire.

The headteacher reserves the right to refuse any application or cancel a letting without notice.

Applications must be made at least 20 days prior to the date of hire.

All applications will be considered within 10 working days – the hirer shall receive written confirmation of the outcome of their application within this timeframe.

No application will be considered for partially completed application forms.

3. Cost of hire

The cost of hire shall be paid by the hirer, within seven days of the date of invoice, to the use of the school premises. The cost to hire will be outlined to the hirer in the Hire agreement form which must be completed alongside the application form.

The school will issue the hirer with an invoice detailing what payments need to be made, and the date by which the payment needs to be paid to the school.

The school will request a deposit to be paid by the hirer, which will be returnable once the date of hiring has ceased and the school is satisfied that the premises have been used appropriately.

Deductions to any deposits paid may be necessary to cover the cost of any broken, damaged, lost or stolen items and additional cleaning fees.

4. Cancellations

The headteacher reserves the right to cancel any booking where:

- The premises is required for unforeseen circumstances e.g. the premises is being used in a parliamentary election as a polling station.
- It becomes apparent that the purpose for the letting will be undesirable, inconvenient or likely to cause disturbance.

- The original purposes for hiring the premises has changed to the extent that the premises would no longer be suitable for the requirements of the hirer.
- The premises become damaged or unfit for use.
- The hirer has acted outside of the Lettings Policy and terms and conditions of hire.

In the event that the headteacher does need to make a letting cancellation, the hirer will be issued with a refund covering the cost of the letting; however, no compensation will be considered.

In the event that the hirer makes a cancellation, they must notify the SBM in writing/via email.

Following any cancellation by the hirer, the school will consider the payment the hirer shall be charged, depending on the notice period served to the school.

The school will retain:

- 100 percent of the cost of letting for cancellations made less than 24 hours prior to the beginning of the agreed letting period.
- 50 percent of the cost of letting for cancellations made between 1 to 5 days prior to the beginning of the agreed letting period.
- 25 percent of the cost of letting for cancellations made between 5 to 10 days prior to the beginning of the agreed letting period.

No charge shall be levied if the cancellation is made with over 10 days' notice.

Where the hirer does not turn up on the agreed time or date, the school will invoice for 100 percent of the cost of hiring.

5. First aid and fire safety

The hirer shall provide a copy of their Fire Safety procedures and First Aid procedures.

The hirer will be responsible for providing first aid cover for their cohort and should confirm that they have arrangements in place to cover first aid requirements.

The hirer will communicate fire safety and first aid requirements and procedures to their cohort.

All hirers and persons under their supervision must adhere to the school's Smoke-free Policy at all times; this includes.

Fire doors must be kept clear and remain closed at all times and only opened in emergencies.

6. Hirer's liability

The hirer will recognise that the school cannot take responsibility for any injury, nor the loss, damage or theft of any items during the hiring period. The premises are used at the risk of the hirer who will remain liable for the property brought on to the school premises and persons under their supervision.

Any damage caused to school property will be reported to the SBM, who may need to inform the hirer that they are required to pay a sum to the school to reinstate, repair or replace property.

Any vehicles left in the school car park are left at the owners' risk. Vehicles may only access the car park and no other areas of the school.

7. Improper use

The hirer will not use the premises for any reasons other than those noted on the application form.

The hirer will be responsible for ensuring that the hiring period does not cause any nuisance to others on the school site or to local residents. Hirers should be aware that there may be other hirers using school facilities during the same hire period.

The hirer will keep noise levels to a reasonable level for the time of day and the purposes of their letting. Any hirers wishing to play music will be required to inform the headteacher to consult on acceptable noise levels and noise management.

8. Animals

Guide dogs are allowed; however, the headteacher must be informed.

9. Altering the premises

The hirer will not be permitted to make any alterations to lighting, heating, fittings, fixtures or other items.

10. Leaving the premises in good condition

Hirers will tidy the premises prior to leaving and will ensure that the premises are left as they were found. Charges may be applied for any mess, spillages, waste or rubbish left by the hirer.

11. Modification to these conditions

The headteacher reserves the right to modify or vary these conditions at any time where the nature of the application deems it necessary.

12. Hirer declaration

I confirm that I have read and understood the above terms and conditions and will ensure that all conditions are abided by.

I confirm that I have read, understood, agree to abide by the above terms and conditions and will ensure that all conditions are abided by. I have provided a copy of my:

- *Public Liability Insurance Certificate*
- *Safeguarding and Child Protection Policy*
- *Emergency Evacuation procedures, including details of First aider and Fire Marshall*
- *Risk Assessment*
- *Confirmation that DBS documents are in place*

I will ensure that there is a Fire Marshal and First Aider on site throughout the period of hire. I will ensure all personnel associated with the above hire are aware of the terms and conditions within the policy. I acknowledge receipt of key/s/security swipe card for the facilities hired and agree to use the key/s and facilities for the sole purpose for which intended and not to make any additional copies of the key/s. The keys/security swipe card will remain in my possession and will not be passed on to anyone else for additional use. I shall not share any security codes with anyone or sublet facilities. I shall return the key/swipe card at the end of hire. In the event of loss of key or security swipe card, I agree to pay the full cost applicable for replacement thereof. I accept liability for any damage caused as set out in the terms and conditions.

Name:

Signature:

Date: