



Non - statutory	
Agreed by	Head
Website	Y
Staff Email	N

Lettings Policy (Hire of premises)

Date Approved	23rd January 2025
Approved by and Position	Lisa Mathie – Head Teacher
Review Date	Spring 2028

Introduction

The Trustees recognise the value of making the school available for hiring where possible, provided that any hiring is not detrimental to the school or its pupils.

The purpose of this policy is to ensure that any group or person hiring the school does so in a manner that is safe and acceptable. All hiring will be at the discretion of the Trust board or its representatives who may refuse a hiring if they consider it is in the interests of the school to do so.

This policy has due regard to the relevant legislation, 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
- Education Act 1996
- The Control of Asbestos Regulations 2012
- The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) 2013
- Value Added Tax Act 1994

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

- DfE (2015) 'Advice on standards for school premises'
- DfE (2023) 'After-school clubs, community activities and tuition: safeguarding guidance for providers'
- DfE (2023) 'The Prevent duty'
- HMRC (2020) 'Land and property (VAT Notice 742)
- HMRC (2024) 'Education and vocational training' (VAT Notice 701/30)
- [Updated] DfE (2024) 'Keeping children safe in education 2024'

This policy operates in conjunction with the following trust policies:

- Fire Safety Policy
- Health and Safety Policy
- Child Protection and Safeguarding Policy
- CCTV Policy
- Local Asbestos Management Plan

Aim

To ensure that the process of hiring is consistent, fair and equitable

The Trust Board will:

- Set the scale of charges with advice taken from the Business Manager but reserves the right to charge fees outside of this scale for commercial events if it considers it appropriate, in line with other similar venues in the locality.
- Not allow the hiring of its premises to any organisation which may have racist objectives or policies.
- Not allow the hiring of premises to any organisation that goes against the ethos and standards of the school.
- Have relevant monitoring and evaluation procedures in place to ensure the policy works effectively

The Head Teacher will:

- Work with the School Business Manager / Site Manager to assess whether or not the premises is suitable for hire in its current condition.
- Not allow the hiring of its premises to any organisation which may have racist objectives or policies.
- Not allow the hiring of premises to any organisation that goes against the ethos and standards of the school.
- Have relevant monitoring and evaluation procedures in place to ensure the policy works effectively
- Reviewing the relevant safeguarding checks carried out by the hirer to ensure they comply with the requirements outlined in the Child Protection and Safeguarding Policy.

The Business Manager will:

- Provide any hirer with; full information, application form and an up to date list of charges.
- Ensure that hirers are aware of their responsibilities for example: emergency procedures, child protection, health and safety, leaving the site as it was found, reporting damage etc.
- Decide based on the size of the event, i.e. 50+ attendees then the hirers must provide marshals'.
- Review the hiring policy and charges annually and make any changes as necessary.
- Decide whether the attendance of a premises officer is required at a hiring, taking account of issues like health and safety, security, and the nature of the activity.
- Not allow the hiring of its premises to any organisation which may have racist objectives or policies.
- Not allow the hiring of premises to any organisation that goes against the ethos and standards of the school.
- Checking the hirer has adequate public liability insurance.
- Accepting and rejecting applications to hire the premises.
- Working with the site manager to ensure the premises is fit for use by hirers.
- Ensuring hirers familiarise themselves with any relevant policies and procedures, e.g. the First Aid Policy and Fire Safety Policy.
- Will raise any damage sustained during the letting with the hirer.

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 open the premises and secure and lock the premises after use (if necessary/required).
- Maintaining and checking equipment to ensure the general upkeep of the site and its facilities.
- Organising any repairs and/or replacement of equipment.
- The site manager will report any damage caused by the hirer to Business Manager.

Hirers will be responsible for:

- Taking the necessary steps to ensure there is no damage to any equipment or furniture, or the building itself.
- 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 is secure after use.
- Obtaining adequate public liability insurance.
- Providing evidence of relevant qualifications / insurances as deemed necessary by the school.
- Providing the Business Manager with proof that they hold a current and relevant insurance policy.
- Obtaining all necessary safeguarding checks where required, e.g. DBS checks, and providing proof of this to the Head Teacher.
- Completing their indemnity to hire forms on an annual basis.

Safeguarding

The school will ensure that appropriate arrangements are in place to keep children safe during the hiring out school premises and facilities. Organisations submitting a lettings request involving working with children and/or young people will submit a signed copy of their current Child Protection and Safeguarding Policy and sign third party employment letter, including GDPR responsibilities where necessary. The Head Teacher will ensure there are arrangements in place to liaise with the organisation on these matters where appropriate.

The trust will ensure safeguarding requirements are included in any transfer of control agreement, as a condition of use and occupation of the premises. Failure to comply with this will lead to termination of the agreement.

All hirers must state the purpose of the hire. Each application will be vetted by the DSL and any concerns will be reported to the Head Teacher prior to approval.

When determining whether to approve an application; the Business Manager will consider the following factors:

- The type of activity
- Possible interferences with trust activities

- The availability of facilities
- The availability of staff
- Health and safety considerations
- The trust's duties with regard to the prevention of terrorism and radicalisation
- Whether the letting is deemed compatible with the ethos of the trust

An application will not be approved if it:

- 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).

The Head Teacher will document 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 trust's Prevent duty, the person or group is guilty of an offence, under the Education Act 1996, the Head Teacher will contact the police who will remove the person or group from trust premises.

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

Using the site

The hirer will liaise with the site manager to ensure the trust 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 or emergency.

The premises will not be available to hirers after 10:00pm, to avoid any noise complaints from neighbouring residents.

The site manager will remain on site until 6:00pm to hand over control of the premises to the first hirer of the evening.

Keys or security codes will not be passed to any hirer or other person without written permission from the Head Teacher.

The site manager will return to the site before the last hirer leaves, to ensure the site is clean and secure ready for the next day.

The school uses a 'two strike rule' when handling complaints lodged against hirers; however, the trust reserves the right to take more severe action depending on the nature of the complaint.

- Strike one – hirers will receive a verbal warning about their conduct on the property and be warned that repeated offences will result in their booking privileges being suspended.
- Strike two – the hirer will be barred from booking the trust premises for any activity going forward.

If the school receives an allegation regarding an organisation or individual that has hired the school premises, the school will follow its usual safeguarding procedures and process for managing allegations, including informing the LA Designated Officer (L.A.D.O).

The trust's car park is available to hirers during their time on the premises; however, the trust 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 car parking spaces allocated and, should any additional spaces be required, the site manager will find suitable spaces on the premises for additional parking.

In the event additional parking is required, the site manager will ensure the trust premises remain accessible to the emergency services, should they be required.

Equipment

Furniture and fittings will not be removed or interfered with in any way, unless permission has been granted by the site manager, Business Manager or Head Teacher. In the event permission has been granted, the site manager will oversee the move.

If a furniture move has been agreed, the hirer and site manager will negotiate restoring the premises back to its original state.

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 forms and provide proof that their equipment has the correct checks e.g PAT testing

The trust 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 trust's CCTV Policy.

Hirers will report any stolen or missing equipment to the site manager immediately.

Food and drink may be prepared on the premises; however, hirers must seek direct permission in advance from the Head Teacher.

The hirer will prepare food and drink in line with current food and hygiene regulations.

Hirers will be responsible for arranging any additional licences that are required to the nature of their activities, e.g. a music licence or licence to sell alcohol.

Hirers will not bring animals onto the premises.

Application to hire premises – Battling Brook Primary School

Name of

Applicant.....

Address

Telephone: (Day).....

(Evening).....

If applying on behalf of an organisation state:

Name of organisation:.....

Position of hirer:

Object/Aims of Organisation:

Purpose for which premises is required:

I wish to apply to hire the premises as detailed in the Schedule below for the purpose shown above and in consideration of the hiring being granted I undertake on behalf of both myself and of the organisation I represent to observe the conditions of hire and indemnify Battling Brook Primary School and the Trustees as set out in the Indemnity and Conditions of Hire for School Premises annexed hereto a copy of which has been supplied to me.

Signed:

Name: Date:

Schedule of Accommodation required										For School Use	
Date	Large Hall	Module	Classrooms	Playground	Playing field pitch	Astro pitch	Time of Letting From	To	Anticipated number attending hiring	Hours	Table Amount Payable

Name of Hirer:

Hired Accommodation ie Hall

Date of Letting:..... Cost of Letting:.....

Payment received Signed..... Date.....

Letting cost _____ VAT _____ Total _____

The Trustees of Battling Brook Primary School

Indemnity and conditions of hire for school premises

1. The Hirer shall be responsible for obtaining any licences and for completing any returns that may be required by the Performing Rights Society, Phonographic Performance Limited, The Copyright Licensing Agency Limited and all other similar bodies in connection with the hiring and the Hirer shall indemnify the Trustees against the consequences of the Hirer's failure to do so.

2. To pay the hiring fee or any balance not less than 7 days before the hiring is to take place. Payment should be made by bacs NatWest sort code: 601106 acct: 17109892 remittance advice forwarded to office@battlingbrook.uk If payment is not made by the due date or if any of these conditions of hire is not complied with then the Trustees reserve the right to cancel the hiring.

3. During the period of hiring, the Hirer shall be responsible for all damages, losses, claims and costs arising out of their use of the premises and shall indemnify the Trustees from and against any expense, liability, loss claim or proceedings. This will include claims for personal injury to or the death of any person whatsoever arising out of the course of or caused as a result of the hiring except where due to the negligence of the Trustees or their respective servants or agents.

- 4 The Trustees may cancel any hiring if in their opinion the organisation by, or on behalf of which, the premises are hired has racist aims or policies regardless of the stated reason for the hiring of the premises. In such event the Trustees shall incur any liability to the Hirer whatsoever other than to return any hiring fee paid by the Hirer in respect of such cancelled hiring.

5. If the Hirer cancels the hiring of the premises for any of the dates specified in the application to hire form or booking confirmation, then the Trustees will be entitled to retain the whole of the hiring fee paid in respect of the cancelled hiring. Provided that, if notice of the cancellation of a hiring is received by the Trustees at least 5 working days before the hiring was to take place then the Trustees may at their absolute discretion repay to the Hirer an amount not exceeding 90% of the hiring fee.

6. The Hirer is required to have adequate Public Liability Insurance in place for the use of any Battling Brook Primary School premises

[] I/We have Public Liability Insurance

By ticking the box above, the Hirer acknowledges that they hold Public Liability Insurance through a reputable provider and will provide a copy of your insurance certificate to the School.

7. The Hirer agrees that if any provision of this hiring is or becomes illegal or invalid, it shall not affect the legality and validity of the other provisions and that if the Trustees choose not to enforce any provision this will not constitute a waiver of their right to do so in future.

8. To comply in full with the following conditions and with the Special Conditions in Clause 10 below (if any):

i) The Hirer shall ensure that the number of persons attending their hiring/function is reasonable having regard to the intended use and the type of persons likely to attend and in any event is within any maximum limits determined by the fire risk or health & safety assessment for the premises;

ii) The Hirer acknowledges that they have been supplied with Health and Safety Information for the premises to be hired and that as responsible persons they must carry out their own fire risk assessment for the premises hired and provide the Trustees with a copy;

iii) No preparation is to be applied to the floors of the premises and any spillages or any damage to the premises or injury to any person occurring during the course of the hiring, must be reported to the Premises Officer/school as soon as possible. Any accident or injury must be recorded and the Hirer shall co-operate fully and assist the Trustees in that connection;

iv) There must be no interference with school equipment during the hiring and any furniture moved must be replaced and the premises must be left in a clean and tidy condition and clear of all rubbish. Interference with any fixed installation or the removal of any fire or safety notices or equipment is not permitted;

v) Fires and stoves must be left safe with the minimum of fire burning and no adjustment or interference with any central heating system is allowed;

vi) The premises shall be vacated at the end of the hiring time specified in the application to hire form or booking confirmation or at such later time as may be permitted by the Trustees;

9. Special Conditions applicable to the hiring:

(select/delete as necessary).....

10. Public Entertainment/Licensing

Public (regulated) entertainment shall not take place on the premises nor shall intoxicants be brought onto the premises whether for sale or otherwise without the prior written approval of the Trustees which may be given subject to the following conditions:

i) The consumption of alcohol without sale may be permitted subject to the Trustees being satisfied that excessive quantities of alcohol will not be made available;

ii) The use of the premises for the sale of alcohol and for various types of public entertainment is subject to the requirements of the Licensing Act 2003. If the sale of alcohol and/or the provision of any regulated entertainment is proposed to take place on the premises, then it must be under the authority of a Premises Licence granted by the District or Borough Council. Such a licence may already be in force for the premises and for the purpose of the hiring but otherwise a Temporary Event Notice must be given as provided by the Act;

iii) Where the sale of alcohol is intended then the control of the premises and the sale and supply of the alcohol must take place under the authority of a Personal Licence Holder who will be the Designated Premises Supervisor for that purpose. The Personal Licence Holder must produce their original licence to the Trustees who will retain a copy for their records;

iv) The Hirer shall be responsible for establishing to the satisfaction of the Trustees whether or not the proposed hiring will require to be licensed and for obtaining, at their own expense, the necessary authority for the hiring to proceed. If the hiring is required to be licensed, then the Trustees shall be entitled to require the Hirer to produce evidence that Temporary Event Notices have been given and the necessary authority obtained failing which the hiring will not take place.

11. Child protection

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. The hirer has appropriate child protection policies and procedures in place and that they themselves and those persons likely to have contact with children have been subject to enhanced DBS checks. The Trustees reserve the right to require the Hirer to produce evidence that enhanced DBS checks have been carried out on all persons and to review child protection policies and procedures and to impose any additional requirement they consider appropriate in connection with the hiring. If for any reason the Trustees 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.

12. General

The Trustees may cancel any hiring if the premises or any part thereof are rendered unfit or become unavailable due to unforeseen circumstances or are required for School/Education Curriculum purposes. If the school is required for use as a Polling Station for a Parliamentary or Local Government election or by-election and there shall be no liability to the Hirer other than to refund any hiring fee or deposit paid for the cancelled hiring.

The Hirer must not do or allow anyone attending their hiring to do anything on the premises which is or may become a nuisance to the Trustees, the School or other hirers or to the occupiers of adjoining or neighbouring premises. The Hirer shall be responsible for requiring any person causing such a nuisance to leave the premises. It is the Hirer's responsibility to ensure that the minimum of noise is made on arrival and departure.

The Hirer acknowledges that they do not have exclusive rights to occupy the School premises and that there may be other hirings taking place.

The hiring is personal to the Hirer and/or the organisation that they represent and they agree that they will not sublet any hiring without the written agreement of the Trustees.

The Hirer must not use the premises for any auction sale, trade, business or manufacture without the written agreement of the Trustees or for any illegal or immoral act or purpose. The Trustees reserve the right to cancel with immediate effect any hiring where such use is taking place, or intended to take place without refund of the hiring fee paid.

The Hirer shall ensure that any electrical appliances brought onto the premises and used there shall be in safe working order, be used in a safe manner and have been tested in accordance with current safety testing requirements.

The Hirer shall ensure that no animals (including birds) except guide dogs are brought onto the premises other than with the written agreement of the Trustees.

All vehicles parked on the school premises are parked at the owners risk and no liability is accepted for damage to such vehicles or their contents.

It is the responsibility of the Hirer to ensure that their staff have been fully trained in the use of any equipment to be used during the letting and that at least one has an up to date first aid certificate.

Hirings

Health & Safety Information

Thank you very much for showing an interest in hiring our facilities. To ensure your time spent on our premises is a happy and safe one, we would like to draw your attention to the following health and safety issues that become your responsibility during the hire period:

1. We will supply you with a generic risk assessment for the facilities you have hired. However, it is your responsibility to amend these risk assessments and to take into account the activities you and your participants will be undertaking. You should submit a copy of your amended risk assessments with your hire form.

2. We will expect you to tour the premises prior to our final agreement to hire the facilities. During this visit we will familiarise you with the following:

- Fire alarm points. (Use these to sound the alarm if necessary – this will automatically alert the emergency services and start a continuous fire alarm – you should also make a phone call to the emergency services in case the automatic system fails).
- Fire evacuation procedures, routes, refuge point and assembly point.
- Premises Officer contact telephone number.
- Toilet access (where agreed)
- Drinking water access.
- Entrance and Exit access
- Security systems (if appropriate)

3. In accordance with the premises Fire Evacuation Plan, you will be required to:

- Keep a register of people in the building and people who leave early.

- Provide your own First Aid kit.
- Familiarise all participants with the position of fire alarm points, fire evacuation routes, fire refuge point and fire assembly point.
- Ensure you have made specific arrangements to evacuate wheelchair bound participants from the building or to the fire refuge point.
- You are also advised to carry out a practice evacuation of the premises to highlight any causes for concern.

4. Whilst we will endeavour to maintain the building and equipment to very high standards, if you have cause for concern about the state of the building or equipment, please ensure you report it immediately to our Site Manager / Assistant Premises Officer so that the issue(s) can be rectified as soon as possible. Should you or any of your participants be involved in an accident on the site, you must inform the Site Manager / Assistant Premises Officer who may require you and/or your participants to complete an accident form.

Hirings

Health & Safety Information – Confirmation Form

Please complete the form below and return it with your hire forms and amended risk assessments.

Name or organisation:

Name of person in charge.....

Address:

.....

Telephone Number: Mobile:

Email Address:

No Items Tick to indicate you have received information and/or instruction about these issues/items

1. Facilities Risk Assessments(s)
2. Fire Alarm Points
3. Fire evacuation procedures
4. Evacuation routes
5. Refuge Point
6. Assembly Point
7. Premises Officer contact number

8. Toilet access
9. Drinking water access
10. Entrance and Exit access and security systems
11. Information about the requirements of the Fire Evacuation Plan
12. Information about reporting damaged or faulty building infrastructure and/or equipment
13. Information about reporting accidents

I have been made fully aware of my health and safety responsibilities for the hire of facilities at Battling Brook Primary School.

Signature of person in charge:

Name:Date:

Appendix B

BATTLEING BROOK PRIMARY SCHOOL					
Hire of School Premises					
Charges from 1 st January 2025					
Premises		Caretaking Attended	Caretaking Unattended	Heating & Lighting 1 st October – 31 st April	Open/lock
Monday to Friday 1 hourly hire charge rate *charge applies after 6.00pm					
Large Hall	£10	£20 per hour	£10 per hour	£5 per hour	£17 open or £30 open and lock per session
Classroom	£5	£20 per hour	£10 per hour	£5 per hour	
Additional Classroom	£2.5	£20 per hour	£10 per hour	£5 per hour	
Playground	f.o.c with any other hire				
Saturdays and Sundays up to 2 hours Open & Lock up charge will apply					
Large Hall	£15	£30 per hour	£10 per hour	£5 per hour	£30 per session
Classroom	£7.50	£30 per hour	£10 per hour	£5 per hour	
Additional Classroom	£3.25	£30 per hour	£10 per hour	£5 per hour	
Playground	f.o.c with any other hire				
Holiday Full Day Rates 9.00am – 5.00pm Open & Lock up charge will apply					
Large Hall	£50	£20 per hour	£10 per hour	£5 per hour	£30 per session
Classroom	£25	£20 per hour	£10 per hour	£5 per hour	
Additional Classroom	£12.5	£20 per hour	£10 per hour	£5 per hour	
Playground	f.o.c with any other hire				

*Liable to current rate of VAT at 20%

