

Christ Church CoE Primary School

School Lettings Policy

Date Policy Approved:	Autumn 2025
Review Date:	Autumn 2026

"Reviewed in line with Keeping children safe in education (KCSIE) 2025"

This policy was formulated to meet the requirements of the Equality Act 2010.

The Governing Body recognises its legal responsibilities under the Equality Act 2010. This policy will ensure equality and fairness regardless of race, sex (gender), sexual orientation, religion or belief, gender re-assignment, pregnancy and maternity, marriage and civil partnership, disability or age.

Introduction

This policy has been agreed by the Governing Body and sets out the arrangements for the use of our school premises and facilities outside of the normal school day. The Governing Body recognises that it needs to exercise control over the use of the school premises outside of school hours and to set letting fees with regard to the desirability of use by the local community.

Aim

The aim of letting part of our school facilities is to provide a service to the local community, while ensuring that all the costs of the letting are recovered by charging at a reasonable level.

Therefore, we aim to:

- *Make sure the school premises and facilities can be used, where appropriate, to support community or commercial organisations;*
- *Allow the hiring of the premises without using the school's delegated budget to subsidise this;*
- *Charge for the use of the premises to cover the costs of hire (including staff and utilities) and, where appropriate, to raise additional funds for the school;*
- *Not let any hiring out of the premises interfere with the school's primary purpose of providing education to its pupils; and to*
- *Hire out facilities in a way that is safe, within current legislation and following government guidelines (e.g. covid guidance).*

All lettings are subject to the conditions of letting outlined in this policy.

School Use of Premises & Site

School use is defined as any activity initiated by the school – including educational activity, fund-raising, Governor Meetings, parent meetings and staff meetings / training.

School use and activities will not be charged. The costs of additional staff salary and utilities will be met from the school budget.

Chargeable Lettings

Schools are not allowed to subsidise non-school activities; therefore, the Governing Body expects school lettings to be self-financing.

The Governing Body will allow the Local Authority and Diocese use of school premises at minimum cost or on an expenses only basis.

Charges will also be minimised for organisations that are aimed at primary-aged children which will potentially benefit our pupils.

Areas Available for Lettings

The school currently has the following facilities available for lettings;

Main Hall and attached facilities, including smaller dining hall, a small kitchenette, adult & disabled toilet facilities.

- School Field (without toilet or changing facilities)

The main school catering kitchen is not available for letting. A letting charge includes all of this area, even if it is not required.

The maximum capacity for indoor lettings is **60**

During the indoor lettings, the hirer will be able to use one of the doors that lead directly from Bowbridge Square into the main hall, enabling the letting to be self-contained in this area. Hirers will not be able to enter other areas of the school building.

All indoor lettings include the use of the dining hall tables and chairs. Other equipment may also be included or agreed on an individual basis (e.g. tea cups, kettle). Please discuss this with us in advance.

Insurance

The person or organisation letting the school facilities are responsible for their own public liability insurance and must provide evidence that this is in place before a letting agreement starts.

Letting Charges

Other than for subsidised lettings, we will follow guidance from Nottinghamshire County Council for non-profit making organisations operating for the benefit of the local community. Charges will be reviewed - and possibly updated - every year and will include consideration of inflation.

The standard charge for the use of educational premises comprises of two elements.

- A variable amount to cover the other costs (e.g. energy; administration and general wear & tear / maintenance) associated with the hire;
- A fixed amount reflecting the key-holder's additional payment, if required.

Any additional equipment used will be charged at the discretion of the Headteacher.

Charging Review

The revenue raised from lettings will be monitored by the School Office Manager and will be fed into the school's financial reporting, to ensure best value is being achieved. The F&P Governor Committee will oversee this.

Charging Structure

School / Church	Staff; governors; PTA; worship	no fee
Community	youth work; uniformed organizations; adult community groups	subsidised fee
Organisations offering after-school opportunities	In these cases, the session payments are managed by the organisation. However, the school has wear and tear, cleaning and administrative costs.	subsidised fee
Private	Corporate events / private hire.	full fee

Term-time weekday **Indoor** lettings charges from **September 2025** will be:

	SUBSIDISED	FULL FEE
5-7pm	**£15 per hour**	**£30 per hour**
7-9pm	**£20 per hour**	**£40 per hour**

Term-time **Outdoor** Lettings Charges from **September 2025** will be:

	FULL FEE
Weekday Evenings 5-9pm	**£15 for the first hour. £10 per hour for any additional hours.**
Weekends	**£15 for the first hour. £10 per hour for any additional hours.**

Please note that we run after-school clubs until 4.30pm, so bookings cannot start until 5pm during the week. Booking times also need to include any necessary setting up / cleaning up time.

School holiday lettings from **September 2025** will be:

	SUBSIDISED	FULL FEE
Day Rate	**Indoor - £70 per day** **Outdoor - £50 per day**	**Indoor - £100 per day** **Outdoor - £75 per day**

If you want both indoor **and** outdoor hire or require an hourly rate please contact the school office to discuss pricing.

Cancellations

We will always try to fulfil an agreement for a letting. However, we reserve the right to cancel any agreed letting with a minimum of 48 hours notice. In the event of an emergency we may need to cancel the letting without notice.

- A full refund will be issued if we do cancel a letting. The school shall not be liable for any indirect or consequential losses, including (without limitation) any loss of profits, loss of business or the loss of any revenue arising out of the cancellation of any hire.

The hirer of the premises can cancel any letting with a minimum of 48 hours notice. If less notice than this is given, the hirer shall not be entitled to a refund, unless the cancellation is due to exceptional circumstances.

Damages and Loss

The person or organisation letting our facilities will be required to pay for any loss, damages or breakages (either accidental or non-accidental) that may occur as a result of the letting. It is their responsibility to make sure that any school equipment is returned to the appropriate place in good working order. We may impose an extra charge for cleaning if the site is not left in an acceptable state. Loss of the gate key will incur a £10 charge.

Staff Attendance

The Governing Body believes that ideally, a member of staff should be present on site during a letting, in case of an emergency. If the attendance of a key-holder is required in addition to their normal hours, this would be charged at a rate to cover the additional salary payment. In this case, we would notify the hirer in advance. The Headteacher has the discretion to determine if a member of staff needs to be actually on site or available by phone in an emergency.

Letting Administration

The Governing Body reserves the right to refuse a letting to any applicant who owes payment from a previous letting until the outstanding payment is made. We require an invoice payment in advance, or in retrospect with a prearranged contract for regular lettings.

The procedures followed by the school are included in the LA Scheme for finance and the administration of lettings is completed by the school Office Manager and authorised by the Head teacher.

SAFEGUARDING & CHILD PROTECTION

This section reflects paragraphs 166–167 of *Keeping children safe in education (KCSIE) 2025* regarding the use of school premises for non-school activities.

The school will have regard to DfE 'Keeping children safe in out-of-school settings' guidance when approving children's providers on site.

Fire Regulations

Fire exits and fire extinguishers are clearly indicated within the building. During an emergency evacuation, all out-of-hour lettings should exit from the hall onto Bowbridge Square (unless it is unsafe to do so) and use the school car-park as an assembly point.

The named person will need to check their register to ensure everyone is accounted for and should have a mobile phone available to contact emergency services.

First Aid

The person or organisation letting the premises will be responsible for their own First Aid and will be asked to ensure that they have provision in place for this. This includes appropriate first aid training, equipment and record keeping.

The Prevent duty

The Prevent Duty, which forms part of the Counter Terrorism and Security Act 2015, came into force across the United Kingdom on 1st July 2015. The Act requires specified authorities' (including local authorities, schools, higher education colleges, health and penal bodies and the police) to work together to prevent people from being drawn into terrorism. It is a Statutory requirement that all sites which hire premises include in their agreement an additional section reinforcing the following terms and conditions:

"The Hirer must not use, permit or allow rooms/site to be used for any extremist or terrorist activities or for the dissemination of extremist views or materials."

School safeguarding responsibilities

Where the governing body agree to hire out the school facilities, the school must exercise its duty to ensure that those attending, including children, are safe. We therefore request that the hirer has appropriate safeguarding and child protection policies and procedures in place and copies shared with the school.

The governors require the Hirer to produce evidence that enhanced DBS checks have been carried out, as appropriate to their organisation. Failure to comply with this could lead to termination of agreement, furthermore, there shall be no liability to the Hirer other than to refund any hiring fee or deposit paid.

It is crucial that the head teacher is satisfied that the arrangements in place to safeguard children's safety and welfare are securely in place where external instructors use their school site outside of school hours as a part of a school letting.

The head teacher requires the following information to be provided in advance of any letting commencing:

a) the ratio of adult instructors supervising children (which meets statutory requirements)
b) the qualifications of those instructors are appropriate for the activity undertaken
c) all adults in regulated activity with children have been subject to an enhanced DBS and Barred list check
d) an individual or organisation should also provide proof of their identity and this information should be photocopied / photographed and held on their lettings file

- Any lettings contract is conditional upon these safeguards being in place. These safeguarding requirements form part of the conditions of hire. Failure to comply will result in termination of the letting agreement.

- All letting leaders need to be aware of how to report any safeguarding concerns:

EMERGENCY CONTACTS FOR SOCIAL CARE

For emergencies during the day (including school holiday periods) please contact

the **MASH on 0300 500 80 90**.

For emergencies **out of office hours** (between 5.30pm - 8am Monday to Thursdays, 4.30pm Friday to 8.30am Monday, or Bank Holidays) please phone the **Emergency Duty Team on 0300 456 4546**.

If a person is in immediate danger call 999.

Emergencies could include:

- you suspect a child is being abused
- you suspect a vulnerable adult is being abused
- you come across someone who seems to be having a mental health crisis

Application process

Having read this policy and the terms & conditions set out within it, those wishing to hire the school premises should fill out the letting request form. This form must be signed and returned to the School Office with copies of all relevant paperwork as outlined above. Once this paperwork has been checked, the Office Manager will contact the hirer with details of how to submit payment and make further arrangements for the date and time in question. Prior to any letting starting, a site induction will need to take place with the key-holder to ensure H&S information (including emergency evacuation) is shared.

We reserve the right to decline any applications at our discretion, in particular where the organisation does not uphold the values of the school or where we feel that reputational damage may occur.

Conditions of Hire

The following terms and conditions must be adhered to in the hiring of the school premises. Any breach of these terms will result in cancellation of future hires without refund.

1. "Hirer" means the person or organisation identified in the relevant letting request form.
2. The hirer shall pay the full amount as stipulated by the school in advance of the letting, and shall not be entitled to set off any amount owing to the school against any liability, whether past or future, of the school to the licensee.
3. The hirer shall occupy the part(s) of the premises agreed upon as a non-exclusive licensee and no relationship of landlord and tenant is created between the hirer and the school by this licence.
4. The hirer shall not sub-licence any of the premises under the licence.
5. The hirer shall not use the premises for any purpose other than that agreed upon in the licence, as set out in the hire request form.
6. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the licence.
7. The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.
8. The hirer shall be responsible for all matters relating to health and safety and shall be responsible for those in attendance during the specified time.

9. The hirer must take out its own public liability insurance with a reputable insurer shall provide of copy of the relevant insurance certificate no less than 10 working days before the start date of the licence.
10. The hirer shall not conduct, nor permit or suffer any other person to conduct, any illegal or immoral act on the premises, nor any act that may invalidate any insurance policy taken out by the school in relation to the premises.
11. The hirer shall indemnify and keep indemnified the school from and against:
    a. any damage to the premises or school equipment;
    b. any claim by any third party against the school; and
    c. all losses, claims, demands, fines, expenses, costs (including legal costs) and liabilities, arising directly or indirectly out of any breach by the hirer of the licence or any act or omission of the hirer or any person allowed by the hirer to enter the premises
12. The school does not accept any liability in respect of any damage to, or theft from, any vehicle parked at the school in connection with any letting.
13. The school accepts no liability for goods and personal effects left on its premises by the hirer or those using the premises for the purpose of the letting.
14. Save that nothing in the licence shall exclude or limit either party's liability for personal injury or death arising from the negligence of either party or any other liability that cannot be excluded by law, the school shall not be responsible for any losses of a direct or indirect nature, and its maximum liability to the hirer shall not exceed the total fees paid or to be paid to the school by the hirer under the licence.
15. The hirer will know the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
16. The hirer will leave the premises in the condition it was found in, leaving the area clean and tidy and not leaving any of their own equipment behind.
17. The hirer will ensure that, for outdoor lettings, attendees are aware that there are no toilet or changing facilities on site. The hirer will ensure that the outdoor area is not used for toileting purposes. It is the hirer's responsibility to provide attendees with directions to the nearest off-site toilet facilities. Failure to do so will result in the immediate termination of the license.
18. The hirer will ensure that dogs are not allowed to enter the school site. If dogs are found to have entered the school site the license will be terminated.
19. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without the prior agreement from the school confirmed in writing.
20. If the hirer breaches any of the terms and conditions, the school reserves the right to terminate the licence and retain any fees already paid to the school, without affecting any other right or remedy available to the school under the licence or otherwise.
21. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
22. The hirer will acquire all appropriate additional licences for any activities they are running, including those required for use of any third party intellectual property.
23. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running.
24. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
25. The school letting policy, the relevant letting request form submitted by the hirer and the relevant letting confirmation letter issued by the school shall apply to and are incorporated in the licence.
26. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
27. The school and the hirer irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising from this licence.

In addition, we request that:

- No furniture or apparatus is to be used without prior permission.
- Any movement of furniture must be undertaken by the hirer under the direction of school staff.

- Where car parking is required, the hirer must undertake proper stewarding and control of the parking area.
- The hirer must maintain safe entry and exit from the premises and provide and maintain clear access for emergency vehicles and service vehicles.
- No alcoholic drinks may be consumed or brought onto the premises.
- Only adults preparing refreshments are permitted access to the kitchenette. Kitchen and food hygiene regulations must be adhered to at all times.
- Our No Smoking Policy for school buildings and grounds must be adhered to at all times.
- The hirer must report to an appropriate member of staff or Governing Body, at the beginning of any indoor let.
- All children will be supervised at all times. Where children are attending an organised group, the group will adhere to all regulations set out in the Children Act 1989, including those of registration with the relevant registering body and other relevant legislation.