



St Margaret's CE VA Primary School Lettings Policy

Policy Status: Non-Statutory

Date of Implementation: 2025-12-01

Review Cycle: Annually

Next Review Date: 2026-12-01

1. Introduction and Purpose

This policy outlines the procedures and guidelines for the letting of St Margaret's CE VA Primary School premises and facilities to external organisations and individuals. It aims to ensure that lettings are managed effectively, safely, and in a way that benefits the school and the wider community, while aligning with the school's vision, values, and Christian ethos.

2. Scope

This policy applies to all lettings of school premises, including but not limited to:

- Classrooms
- School hall
- Sports facilities (e.g., play grounds, playing field, hall)
- Meeting rooms
- Outdoor spaces

3. Legal and Regulatory Framework

This policy adheres to the following legal and regulatory frameworks:

- Keeping Children Safe in Education (KCSIE)
- Data Protection Act 2018 and GDPR
- Health and Safety at Work Act 1974
- Equality Act 2010
- Wraparound Childcare Guidance for Schools (February 2024)



4. Roles and Responsibilities

- **Governing Body:** Overall responsibility for the lettings policy and its implementation.
- **Headteacher:** Responsible for the day-to-day management of lettings, ensuring compliance with the policy, and approving or rejecting lettings requests.
- **School Business Manager/Administrator:** Responsible for administering lettings, including bookings, invoicing, and communication with hirers.
- **Site Manager/Caretaker:** Responsible for preparing the premises for lettings, ensuring security, and addressing any maintenance issues.
- **Staff:** Responsible for reporting any concerns related to lettings, including safeguarding or health and safety issues.
- **Hirers:** Responsible for adhering to the terms and conditions of the lettings agreement, ensuring the safety and well-being of participants, and leaving the premises in a clean and orderly condition.

5. Lettings Procedure

5.1. Application Process

- Interested parties must complete a lettings application form, providing details of the organisation, proposed activity, dates and times required, and contact information.
- Applications should be submitted at least four weeks in advance of the proposed letting date.
- The school will assess each application based on the following criteria:
 - Compatibility with the school's ethos and values.
 - Impact on school activities.
 - Availability of premises.
 - Suitability of the proposed activity.
 - Risk assessment.
 - Safeguarding considerations.
- The school reserves the right to refuse any application without providing a reason.
- The school's decision on any lettings is made by the Headteacher or someone delegated this responsibility by the Headteacher.



5.2. Lettings Agreement

- Approved applicants will be required to sign a lettings agreement, outlining the terms and conditions of the letting, including:
 - Dates and times of the letting.
 - Premises to be used.
 - Fees and payment schedule.
 - Insurance requirements.
 - Health and safety requirements.
 - Safeguarding requirements.
 - Cancellation policy.
 - Conditions of use (e.g., noise levels, use of equipment, cleaning responsibilities).
- The lettings agreement must be signed and returned to the school before the letting can proceed.
- Breaches of the conditions may result in instant cancellation of the agreement.

5.3. Fees and Charges

- Lettings fees will be determined based on the following factors:
 - Type of premises used.
 - Duration of the letting.
 - Time of day/week.
 - Number of participants.
 - Additional services required (e.g., use of equipment, cleaning).
- A schedule of fees and charges will be made available to prospective hirers.
- The school will review its fees and charges annually, taking into account local market rates and operating costs.
- School will consider:
 - what facilities and parts of the school they are charging for
 - what other schools and organisations in similar areas are charging as a basis for a pricing structure
 - The local authority's policy on shared use and if they have a scale of charges
 - when you will need to adjust any fees
 - Including all costs of facilities into fees such as:
 - services, for example, heating and lighting
 - staffing, for example, additional site management
 - administration



- wear and tear
- using the school's equipment
 - post-hire cleaning charges
 - any additional insurance costs
- What are the payment terms and conditions?

5.4. Payment and Invoicing

- Payment can be made via cash or BACS.
- An invoice will be issued for each letting.
- Payment must be received within 14 days of the invoice date.
- Late payment may result in cancellation of the letting.

5.5. Cancellation Policy

- The school reserves the right to cancel a letting due to unforeseen circumstances, such as school events, maintenance issues, or emergency situations. In such cases, a full refund will be provided.
- Hirers may cancel a letting by providing written notice to the school at least 14 days in advance. A cancellation fee may apply.
- If a hirer cancels a letting with less than 5 days' notice, no refund will be provided.

6. Safeguarding

- All hirers must comply with the school's safeguarding policy and procedures.
- Hirers working with children or vulnerable adults must have appropriate DBS checks and provide evidence of these to the school.
- The school will conduct risk assessments to identify and mitigate any safeguarding risks associated with lettings.
- Any concerns about the welfare of children or vulnerable adults must be reported immediately to the school's Designated Safeguarding Lead (DSL).

7. Health and Safety

- Hirers are responsible for ensuring the health and safety of all participants in their activities.
- Hirers must conduct their own risk assessments and provide a copy to the school.
- Hirers must comply with all relevant health and safety legislation and guidance.



- The school will provide hirers with information about emergency procedures, fire safety, and first aid.
- Any accidents or incidents must be reported to the school immediately using the school forms.

8. Use of Premises

- Hirers must use the premises only for the purpose specified in the lettings agreement.
- Hirers must leave the premises in a clean and orderly condition.
- Hirers are responsible for any damage to the premises or equipment caused by their activities.
- The use of alcohol or illegal substances is strictly prohibited.
- Smoking is not permitted on school premises.
- Hirers must respect the school's neighbours and avoid causing any disturbance.

Key Questions:

- What are the specific rules and regulations for using different areas of the school?
- What equipment is available for hire and what are the associated costs?
- What are the consequences of damaging school property?

9. Insurance

- Hirers must have adequate public liability insurance to cover any claims arising from their activities.
- The school may require hirers to provide evidence of insurance coverage.

10. Data Protection

- The school will comply with the Data Protection Act 2018 and GDPR in relation to the collection, storage, and use of personal data relating to lettings.
- Hirers must also comply with data protection legislation in relation to any personal data they collect or process as part of their activities.

11. Monitoring and Review



- The Headteacher will monitor the implementation of this policy and report to the Governing Body on a regular basis.
- The policy will be reviewed annually to ensure its effectiveness and compliance with relevant legislation and guidance.

12. Alternative Options to Lettings

Alternative options to lettings may be appropriate in some cases. This could include a transfer of control agreement and leases.

Some schools may be able to use a transfer of control agreement to allow other organisations to use their premises. Transfer of control agreements are a way for governing boards of maintained schools to allow other organisations to use their premises. Schools can use them where a licence or long-term lease is not suitable. To use a transfer of control agreement, you will need the consent of:

- your local authority
 - the land trustees of the school (if applicable)
- Leases are in place when a third-party user has exclusive possession of part of the school site (for example, wraparound childcare provider, or a private nursery located on part of the site). This would provide the tenant with certain statutory rights relating to security of tenure. It can make it very difficult for the school to end the arrangement, but can provide dedicated space for childcare which does not impact on the school use of classrooms and school halls after teaching has concluded.

13. Communication

- This policy will be made available on the school website and in the school office.
- Hirers will be provided with a copy of the policy and the lettings agreement.
- Any queries or concerns about the policy should be directed to the School Administrator.