Hiring and Letting (extended use) Policy

This policy has undergone an Equalities Impact Assessment in line with the requirements of the Public Sector Equality Duty

Committee:	Resources Committee
Policy Ratified:	October 2026
Review Date:	October 2029

Additional School Procedure – Schedule of Charges Appendix 3	
Committee:	
Procedure Adopted:	
Review Date:	

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1. Introduction

1.1 **Coastal Learning Partnership** regards each of its schools' buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible.

1.2 However, the overriding aim of **Coastal Learning Partnership** is to support its schools in providing the best possible education for its pupils, and any lettings of the premises will be considered with this in mind.

1.3 **Coastal Learning Partnership**'s delegated budget (which is provided for the education of the pupils) will not be used to subsidise any lettings by community or commercial organisations. A charge will be levied in respect of any lettings of the premises.

2. Definition of a letting

2.1 A letting is defined as "any community use of the school premises and/or grounds outside of the school day and not associated with the corporate life of the school".

2.2 Use of the premises associated with the corporate life of the school includes activities such as staff meetings, parents' meetings, governors' meeting and extra-curricular activities for pupils. Costs arising from these uses are a legitimate charge against the school's budget.

2.3 Any use of a school's premises and/or facilities will constitute a hiring of the premises and facilities, whether for financial consideration or not. The contract will still be subject to the terms and conditions at Appendix 2 and any licensing requirements.

3. Restrictions on Lettings

3.1 A letting must not give full-time exclusive use of all or parts of the premises or grounds.

3.2 Any equipment provided by the Hirer must be removed from the site or stored as agreed by the school after the termination of the letting and must not restrict the use of the facilities by the school or other approved organisations.

3.3 A letting must not interfere with the curriculum and learning activities of the school.

3.4 The school will provide as much notice as possible for any activities where the premises cannot be made available in the usual way. For example, a school function or during a site manager's absence.

4. Categories of lettings

4.1 Community education activities and programmes directly sponsored or controlled by the LA (e.g. adult education, youth service and in-service training)

4.2 Activities that **Coastal Learning Partnership** or the school wishes to support and develop e.g. neighbourhood watch, scouts and guides

4.3 Lettings approved by the Local Governing Body or Trustees

4.4 Letting made under statute – e.g. Elections/Parish Council Meetings

5. Schedule of Charges

5.1 The Local Governing Board is responsible for setting charges with review by the **Chief Finance Officer** as part of the annual budget setting process.

5.2 The charges must not knowingly provide a subsidy from the school's delegated budget share and should include caretaker costs, utilities, administration, general allowance for 'wear and tear' and equipment if applicable.

5.3 The charges will be listed in the Schedule of Charges at **Appendix 4**.

6. Safeguarding

6.1 Where governing bodies or proprietors hire or rent out school facilities/premises to organisations or individuals, Keeping Children Safe in Education (KCSiE) requires schools to ensure that those organisations and individuals have appropriate arrangements, including escalation, in place to keep children safe.

6.2 The school will only permit use of its premises by organisations working with children where it has received satisfactory assurance that appropriate safeguarding and child protection policies, procedures, safer recruitment practices, staff training and reporting arrangements are in place, and that safeguarding concerns will be reported promptly.

6.3 School premises will not be hired to any individual or organisation that promotes extremist views, unlawful discrimination, hatred, violence, or intolerance towards others, or whose activities are inconsistent with our safeguarding obligations and values.

6.4 Failure to comply with these requirements will lead to termination of the agreement.

6.5 In the event of a safeguarding incident, schools will follow their own safeguarding policy, including informing the Local Authority Designated Officer (LADO).

6.6 The processes outlined in this policy and in the terms and conditions at **Appendix 2** ensure that **Coastal Learning Partnership** meets these requirements.

7. Responsibilities

7.1 The **Local Governing Body** is responsible for monitoring the implementation of this policy in their school and for setting the scheme of charges (Appendix 4).

7.2 In particular, the Local Governing Body will monitor implementation to ensure that the school obtains the necessary evidence to satisfy **Coastal Learning Partnership**'s safeguarding obligations.

7.3 The **Headteacher:**

- 7.3.1 Is responsible for ensuring the implementation of the policy in their school and for monitoring agreements and reporting to the Governing Body.
- 7.3.2 Is responsible for ensuring evidence is obtained to satisfy **Coastal Learning Partnership**'s safeguarding obligations.
- 7.3.3 Will determine whether the proposed use of the premises or facilities is a school responsibility and therefore subject to usual school policies and oversight, or a hiring of the premises and facilities by an outside body and therefore subject to this policy.
- 7.3.4 Will determine the way the letting will be administered and supervised in line with this policy.
- 7.3.5 Is responsible for the fitness for purpose of any school facilities and equipment and materials provide to or otherwise used by the hirer.

7.4 The **Responsible Person** as named in **Appendix 1**:

- 7.4.1 Is responsible for co-ordinating use of the premises and facilities in accordance with the contract and any guidance from the Governing Body and relevant school and **Coastal Learning Partnership** policies.

7.4.2 Will ensure that the hirer has a copy of all relevant documents and policies, in particular the school's Fire Safety and evacuation procedures and the CLP Safeguarding and Child Protection Policy.

7.4.3 Will also ensure as far as is reasonably practicable the safety of any school employee who is overseeing the hiring on behalf of the school, who might be alone and at risk.

7.5 The **Hirer** is responsible for:

7.5.1 Complying with the contract and conditions of use.

7.5.2 Obtaining any necessary licences.

7.5.3 The safe conduct of the activities for which the school premises and facilities have been hired.

7.5.4 The competence of staff employed by (or otherwise working for) the hirer, bearing in mind any safeguarding/child protection issues, including safeguarding checks.

7.5.5 Paying the agreed consideration at the times set out in the agreement.

8. The administrative process

8.1 Organisations seeking to hire the school's premises should contact the school office directly where they will be passed to the staff member with lead responsibility for lettings. This staff member will identify the organisation's requirements and clarify the facilities available.

8.2 A Booking Form for School Lettings (**Appendix 1**) should be completed at this stage. The starting and finishing times on the booking form should be such to allow time for any setting up and clearing up respectively. The **Local Governing Body** and **Headteacher** has the right to refuse an application, and no letting should be regarded as "booked" until approval has been given in writing.

8.3 No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.

8.4 Once a letting has been approved, confirmation will be sent to the hirer, setting out full details of the letting and enclosing a copy of the terms and conditions (**Appendix 2**).

8.5 The letting should not take place until the signed Declaration and Approval (**Appendix 3**) has been returned to the school and approved by the **Headteacher**.

8.6 The person applying to hire the premises will be invoiced in advance for the cost of the letting, in accordance with the school's current scale of charges as detailed in **Appendix 4**.

8.7 The hirer should be a named individual and the agreement should be in their name, giving their permanent private address. This avoids any risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure.

8.8 All lettings fees which are received by the school will be paid into the school's individual bank account. Income and expenditure associated with lettings will be regularly monitored to ensure that at least a "break-even" situation is being achieved.

8.9 The Local Governing Body's Finance and Resources committee or equivalent will regularly discuss the school's lettings: current users, finances, incidents/accidents, enquiries, refusals.

9. Review

9.1 All lettings will be subject to a minimum annual review at which point the Booking Form (**Appendix 1**) together with the Declaration and Approval (**Appendix 3**) must be completed again.

9.2 The **Head of Operations** and Trust Resources Committee will review this policy every two years.

9.3 The **Local Governing Body** will review the scheme of charges annually.

Appendix 1: Booking Form

Part One – Hirer to complete

Name of School / Academy:	
Name of Hirer (individual):	
Name of Organisation:	
Position in Organisation:	
Address:	
Telephone:	
Email:	
Purpose of the Letting: **(Please ensure that appropriate licences are in place and provide a copy with this application. Examples of licences are given at Appendix 5.)**	
Date(s) and timings of Letting: **(please allow time for preparation and clearing up)**	Date(s): Start Time: Finish Time:
Maximum number of intended participants:	
Names of all supervising adults who may attend: **Note: evidence that all supervising adults have appropriate safeguarding checks in place will be required.**	
Accommodation to be hired: **(eg, classroom, field, hall… see Appendix 4.)**	

Equipment and Facilities to be hired:	
Food and Drink: **(Please provide details. Hirer is responsible for ensuring suitable hygiene certificates are in place and adhered to)**	
Equipment and materials the Hirer will be bringing onto site: **(If using your own equipment, evidence of up-to-date safety tests must be provided.)**	
Signed: **Date:**	

Part Two – School to complete

Documents / information received:	Appropriate risk assessments and control plans;	YES / NO
	Evidence of suitable certification and/or expertise as may be required by the school (particularly in the case of any activities that carry risks above the normal);	YES / NO
	Evidence of appropriate safeguarding checks on all supervising adults named in Part One;	YES / NO
	A copy of the organisation's Safeguarding Policy / Procedures which includes adherence to the DfE guidance 'Keeping children safe in out-of-school settings' ;	YES / NO
	A copy of all necessary insurance;	YES / NO
	Copies of appropriate licences where applicable.	YES / NO
Remarks:		
Is the proposed number of participants within fire safety capacity?		
Cost of hiring:		
Date of payments:		
Name of school Responsible Person:		
Documents / information provided to the hirer:	Bank details given to Hirer: • Sort Code: • Account: • Account Name:	YES / NO
	CLP Safeguarding and Child Protection Policy given to the Hirer	YES / NO
	School's Fire/Safety and Emergency Procedures given to the Hirer	YES / NO

Appendix 2: Terms and Conditions

1. Premises

1.1 The use of Coastal Learning Partnership's premises is restricted to the use and accommodation specified in the booking form;

1.2 The hirer agrees to make any necessary risk assessments as agreed with the responsible person.

1.3 The hirer agrees to pay for any breakages, losses or damage to property arising out of the letting; and

1.4 All litter must be removed from site;

1.5 CCTV- In order to provide security to both property and persons, some of our schools operate CCTV cameras. The cameras are owned by the individual schools and the system is operated by the Site Manager. Our schools are compliant with the Surveillance Camera Code of Practice, June2013.

1.6 The Local Governing Body also reserve the right to cancel any letting in which case a proportion of the charges will become refundable;

1.7 Cancellations must be in writing 7 days prior to the booking date; otherwise a 50% charge will be levied. In the event of the Hirer giving no notice of cancellation, the fee may, at the discretion of the Governors, be retained or charged.

2. Safeguarding and Child Protection

2.1 Individuals and Organisations must adhere to section 6 of this policy and understand that non-compliance will lead to termination of any agreement.

2.2 The organisations and individuals providing out of school activities for children (whether or not from the school) must satisfy the school that they have suitable child protection/safeguarding arrangements and are suitably informed and vetted by providing evidence of safeguarding checks and a copy of their Safeguarding Policy / Procedures; and

2.3 Organisations and individuals must confirm that they operate in adherence with the DfE guidance 'Keeping children safe in out-of-school settings' here.

2.4 In the event of a safeguarding incident, schools will follow their own safeguarding policy, including informing the Local Authority Designated Officer (LADO).

2.5 The hirer is expected to read the **Coastal Learning Partnership Child Protection and Safeguarding Policy** and agree to be bound by its conditions.

3. Fire Safety and Emergency Procedure

3.1 The hirer will ensure that he/she familiarises themselves with the school's fire safety/emergency arrangements and conforms with the policy;

3.2 The hirers must report to reception on arrival and sign in if the letting occurs within the school's working hours. Hirers are responsible for signing in and for monitoring persons on site, so that in the event of a fire alarm, all persons can be accounted for. If some other arrangement is agreed with the school, the agreement must be recorded in writing;

3.3 Each **Coastal Learning Partnership** school must ensure that hirers are acquainted with the emergency and evacuation procedures (which should be on display), including the location of the fire alarms, extinguishers and emergency exits and muster points. This can be done during a premises familiarisation session in advance of the actual hiring. Once completed the hirer takes responsibility for briefing other users associated with the hiring;

3.4 It is the responsibility of the hirer to provide first aid equipment and trained personnel. They must also carry out their own fire drills and organise their own fire procedure, including calling the fire service if a fire is suspected or has been seen, identifying a muster point and carrying out a check of users;

3.5 Fire appliances must not be removed or tampered with other than for fire-fighting purposes;

3.6 The hirer will ensure that the users' activity is not so loud or otherwise obtrusive as to render the fire alarms ineffective. Where a modern, electronic fire detection and warning system is not available in the school the hirer must provide the means for alerting the hirers of the need to evacuate. This is particularly important where the school's normal fire alarm system may not be suitable for those with special needs. For example, a fire alarm that provides an audible warning only may not be suitable for a deaf person and the hirer must make suitable compensating arrangements for all similar circumstances. The hirer is responsible for drawing up specific evacuation plans for any disabled people;

3.7 All scenery, costumes and drapes used for stage performances or the like should be of a fire-resistant material;

3.8 The hirer is responsible for providing and ensuring that a mobile telephone is available (charged and within service) for emergency purposes, but should the school wish to make a landline available to the hirer during lettings, the agreement should be included in the hiring contract, with exact location and directions for the use of the phone (e.g. dial 9 first for an outside line). The hirer must contact a representative of the school as soon as practicable in the event of an emergency that puts the premises or school property at risk. The school must provide a contact number for such emergencies; and

3.9 If children are present, adults must directly supervise them at all times.

4. Staff Qualifications

4.1 Hirers must have regard to the national standards of qualification, experience and overall competence of instructors/supervisors/coaches for sporting and other activities.

5. Portable Electrical Appliances

5.1 All mains-powered electrical equipment brought onto the premises must be safe and evidence may be required that it has a valid test and inspection certificate (the certificate should be less than 1 year old for earthed equipment, or less than 4 years old for double-insulated equipment). Lower voltage equipment must also be safe and in good condition.

6. Vehicles on the Site

6.1 The hirer is responsible for controlling traffic on the school's grounds in accordance with the school's control of vehicles on site procedures.

7. Security

7.1 The hirer must ensure the security of the premises during the hiring and for liaising with the Responsible Person over security issues before the letting takes place.

8. Facilities

8.1 The hirer agrees to pay the agreed fee for the use of agreed school facilities (and equipment);

8.2 The hirer is responsible for ensuring that premises are left in a clean and tidy condition, including replacing any furniture that may have been moved. Any additional expense incurred by the school in the moving and replacement of furniture and equipment, or extra cleaning that may be necessary in returning the premises to a satisfactory condition, shall be recharged to the hirer;

8.3 When hiring the field or other outdoor services, the hirer should consider the need for changing facilities, toilets etc. and negotiate with the school about availability. Where practical, these will be made available; and

8.4 The hirer agrees to pay for any breakages, losses or damage to the facilities or equipment arising out of the letting.

8.5 The hirer is responsible for maintaining the school facilities and equipment and for using them in the manner for which they were designed.

8.6 Food and Drink- The hirer is responsible for any food/drink consumed on the premises and for ensuring that food hygiene regulations are adhered to

9. Insurance

9.1 **Coastal Learning Partnership** schools 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;

9.2 It is the responsibility of the **hirer** to effect suitable public liability and other relevant insurance cover.

9.3 As a general indication the hirer shall effect third party (public liability) insurance within a minimum indemnity limit of £5 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.

10. Sub-letting

10.1 Sub-letting or sharing of the premises is prohibited.

11. Public Safety

11.1 The hirer is responsible for the prevention of overcrowding such as would endanger public safety and for keeping clear all gangways passages and fire exits; and

11.2 The hirer is responsible for providing adequate supervision to maintain order and good conduct.

11.3 The hirer must not allow the property to be used :

11.3.1.1 For any illegal or objectionable purposes
11.3.1.2 In a way that causes nuisance ,annoyance or damage to any neighbouring or adjacent properties or their owners or occupiers
11.3.1.3 For any dangerous or risky activities or to bring any dangerous or flammable materials (e.g. Fireworks) onto the property.
11.3.1.4 For the consumption of any drugs or illegal substances.

12. Delivery and Removal of Equipment

12.1 On the days when the school is in session, articles such as pianos, tables, flowers etc. may not be delivered to the school before the time laid down by the head teacher.

12.2 The hirer must remove all chairs or other furniture, equipment or decorations and any other materials introduced into the premises, within a reasonable time after the period of hire as agreed with the head teacher (through the responsible person). In the event of the non-compliance with this clause the school will be entitled to remove and dispose of such items and the hirer will pay the cost of removal; and

12.3 No use of cleaning and polishing materials is allowed unless agreed with the head teacher (through the Responsible Person).

12.4 Musical Instruments and or any other equipment which is the property of the school shall not be used or moved without prior authority.

13. Licences

13.1 The hirer is responsible for obtaining the requisite licences for:

13.1.1 Performing plays;
13.1.2 Public dancing, music or other public entertainment of a like kind; and
13.1.3 Games of bingo or any other game of chance.

13.2 It is the hirer's responsibility to ascertain whether or not a licence is required for these uses or for any other use to which premises are to be put and if so, to obtain and ensure full compliance with the necessary licence;

13.3 Alcohol and any other intoxicating liquor may not be sold to the public or supplied on any of **Coastal Learning Partnership** school's premises without the express consent of the Local Governing Body, which the governors will not be obliged to give, or to give reasons for refusal. Details of the licence for the sale to the public of intoxicating liquor must be obtained before the event and shown to the Responsible Person before the hiring commences;

13.4 The premises are not licensed under the Cinematography Acts and no inflammable films or materials of any inflammable nature should be used unless a licence is obtained by the hirer and shown to the Responsible Person;

13.5 The hirer must also obtain any necessary licences for the public use of commercial sound recordings; and

13.6 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 Ltd as required.

14. First Aid

14.1 Hirers are responsible for their own first aid cover at events.

15. Animals

15.1 Animals and Dogs, other than guide dogs for the blind or other assistance dogs, shall not be allowed on the premises.

16. Smoking

16.1 Smoking is not permitted on any of **Coastal Learning Partnership** school's premises or in the school grounds.

17. Fees and Charges

17.1 The Local Governing Body will from time-to-time determine a schedule of fees for lettings and charges for use of equipment and materials;

17.2 The fee for accommodation includes the use of furniture and equipment only within the room. In the event of the hirer requiring additional furniture a separate charge will be made according to circumstances; and

17.3 Cleaning costs will form part of the hiring charge. Any additional cleaning cost must be met by the hirer.

18. No Tenancy

18.1 Nothing in this agreement shall create a tenancy.

Appendix 3: Declaration and Approval

Declaration by the Hirer:

1. I am over 18 years of age;
2. I have read the terms and conditions of hire (**Appendix 2**) and agree to abide by them;
3. I confirm that insurance arrangements are in place;
4. I confirm that all licences that may be required for the activities during the hire period have been obtained/have been applied for/will be applied for before the date of first applicable use; and
5. I agree to indemnify the school for any loss arising out of a breach of this agreement.
6. I understand that **Coastal Learning Partnership** may terminate this agreement immediately in the event that the Hirer is found to be in fundamental breach of the terms of this agreement which in the reasonable opinion of **Coastal Learning Partnership** is not capable of being remedied and no Hire Fee (or part thereof) shall be refundable.
7. In particular, I understand that **Coastal Learning Partnership** may terminate this agreement immediately if the Hirer is found to be in breach of the safeguarding requirements outlined in this policy.

For and on behalf of:

_____

(The Hirer)

Signed: _____

Dated: _____

Approval of the Agreement by the school:

To be signed by the Headteacher for and on behalf of the School:

Signed: _____

Print: _____

Date: _____

Appendix 4: Schedule of Charges

Heatherlands Primary School

Location / accommodation required	Price per Hour	Full day (8 Hours) Holiday club
Studio	£20	
Classroom	£15	
Field	£15	£60
Playground/MUGA	£15	

NB. All prices above are subject to change depending on event type and will be reviewed annually by the Local Governing Body as part of the budget review process.

Appendix 5: Legislation for Licensing Premises

Licensing Act 2003

Licensable activities include:

- The sale or supply of alcohol;
- The supply of alcohol in club premises;
- The provision of regulated entertainment; and
- The provision of late night refreshment (the sale of hot food or drink between the hours of 11pm and 5am any day of the week).

If you undertake/provide any licensable activity you may need one or more of the following authorisations under the *Licensing Act 2003:*

- A **premises licence:** This is required for any premises where licensable activities take place;
- A **club premises certificate:** These certificates authorise qualifying clubs to use club premises for qualifying club activities;
- A **temporary event notice (TEN):** This may be used on a limited basis for temporary events involving licensable activities at premises that do not have a premises licence or to premises that wish to amend their permitted hours for licensable activities on a 'one off' basis; and
- A **personal licence:** This is required where an individual wants to supply, or allow the supply of alcohol at premises that already holds a premises licence.

Police Reform and Social Responsibility Act 2011 (PRSRA)

This act introduced a number of changes to the requirements of the *Licensing Act 2003:*

- A statement of the school's licensing policy must be published every 5 years;
- Individuals called **'premises users'** may carry out licensable activities on a temporary basis for a maximum of 168 hours in every 21 days;
- It is now allowed to supply and sell liqueur confectionery to a child of any age;
- **'Interested parties'** (i.e. residents, businesses, organisations who live or operate in the vicinity of licensed premises) may object to new licence applications or applications for variations. In effect it enables just about anyone to make objections; and
- A **licence authority** will no longer have to show that a condition placed on a licence is 'necessary' to promote the licensing objectives, only that it is 'appropriate'. An application can be refused or conditions imposed if it is 'appropriate' to do so.

Temporary Event Notices (TENs)

Environmental Health Practitioners (EHPs) from local councils are now able to lodge objections to licence applications as well as the police. TENs can now run for 7 days instead of 72 hours and the total number of days for a specific premises has been increased from 15 to 21.

Early Morning Restriction Orders (EMROs)

An EMRO may be granted if appropriate for the promotion of the licensing objectives.

Fees

Each licensing authority will have the power to set fees subject to a cap. The fee income must equal the licensing authority's costs of operation.

Live Music Act 2012

The *Live Music Act 2012* removes the requirement for a licence for unamplified music between 08.00 and 23.00 to audiences of any size.

It removes the requirement for a licence for amplified music between 08.00 and 23.00 to audiences of no more than 200.