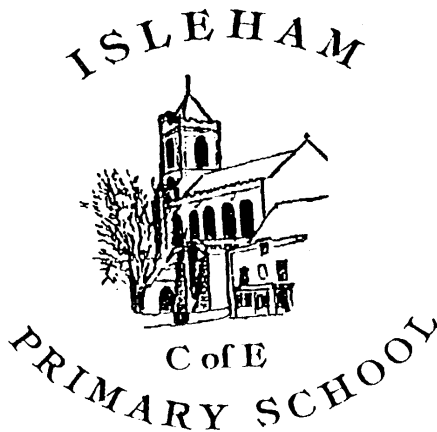


# Isleham C of E Primary School



## Lettings Policy

<b>POLICY DOCUMENT</b>	Lettings Policy
<b>Policy Number</b>	30
<b>Type of Policy –</b>	LA Model adapted for IPS
<b>Governor Committee</b>	Full Governing Body
<b>Approval Date</b>	27 <sup>th</sup> January 2026
<b>Review Frequency</b>	Every 3 Years
<b>Date of next review</b>	January 2029
<b>Publication Date</b>	January 2026
<b>Chair of Governing Body signature</b>	
<b>Publish on School Website</b>	Yes

## INTRODUCTION

The Governing Body will make every reasonable effort to ensure the school building and grounds are available for community use. However, the overriding aim of the Governing Body is to support the school in providing the best possible education for its pupils. Any lettings of the premises to outside organisations will be considered with this in mind.

## DEFINITION OF A LETTING

A letting may be defined as 'any use of the school premises by either a community group or a commercial organisation', regardless of whether a letting fee is charged. It must not interfere with the primary activity of the school which is to provide a high standard of education for all its pupils.

All applications for the letting of school premises shall be made via the Headteacher or Finance Manager.

One of the Keyholders, with prior arrangement, will be responsible for locking/unlocking the premises in respect of all lettings. 2.0 TERMS & CONDITIONS

The terms and conditions on which the premises are let can be found in Appendix B.

## BOOKINGS & FEES

- (a) All Applications for the hiring of school premises must be made through the Headteacher or Finance Manager using the appropriate *Booking Form*.
- (b) Bookings can normally only be accepted for up to 21 days in advance/before the event.
- (c) A Booking will only be accepted, subject to availability, upon completion of a Booking Form and signed indemnity. All bookings will be confirmed, in writing, by the Headteacher or Finance Manager. (*Please do not make any arrangements until you have received written confirmation.*)
- (d) If the Headteacher has any concern about the appropriateness of a particular request for a letting, he/she will consult the Chair of Governors, who has the authority to determine the issue on behalf of the Governing Body.
- (e) The Governing Body has the right to refuse an application and no letting should be regarded as 'booked' until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been confirmed in writing.
- (f) The fees charged will be those in force on the day(s) of the hiring; the scale of charges is normally revised with effect from **31st August** each year.
- (g) All charges are inclusive of caretaking, cleaning, lighting, heating and water (where applicable).

- (h) All charges will be invoiced and are payable within **30 days** of Invoice Date.
- (i) The hirer shall not assign the benefit or burden of the hiring or sub-let the premises or any part thereof.

## LETTING AGREEMENT

Once a letting has been approved, a letter will be sent to the Hirer, confirming the details of the letting, along with a copy of the terms and conditions (Appendix B) and the letting agreement (Appendix C).

The letting agreement needs to be signed and returned to the school before the letting can take place. It should be signed by a named individual and the agreement should be in their name, giving their permanent private address.

The named individual applying to hire the premises will be invoiced for the cost of the letting.

All letting fees will be paid into the school's bank account to offset the costs of services, staffing etc.

## SAFEGUARDING

Under the Education Act 2002 schools must 'make arrangements to safeguard and promote the welfare of children'. Isleham CE Primary School is fully committed to safeguarding and promoting the welfare of children, and all our policies and procedures are designed with this in mind. We therefore expect organisations or clubs hiring the school to share this commitment.

Therefore, any organisation hiring school premises in order to provide activities for children must have in place appropriate safeguarding and child protection policies and procedures compatible with those of the school, which we reserve the right to see before agreeing to any hire. These should meet the DfE guidance on [Keeping children safe in out of school settings](#)

Any individual hiring school premises in order to provide activities for children must accept and agree to follow the school's safeguarding procedures which we will discuss and share with you. This includes ensuring:

- all activities are designed to ensure the safety of children
- appropriate levels of supervision are in place
- first aid arrangements are in place, including paediatric first aid where necessary
- evacuation procedures are made clear to attendees.

Any organisation or individual hiring school premises for activities involving children must agree to report any safeguarding concerns which may arise to the school as soon as possible, and in any case within 24 hours. The Designated Safeguarding Lead (the Headteacher) or other DDSLs can be contacted via email at [head@isleham.cambs.sch.uk](mailto:head@isleham.cambs.sch.uk) or phone the school on 01638 780336.

Hirers must understand that failure to adhere to the above safeguarding conditions will lead to termination of the agreement.

## DEPOSIT

A non-refundable deposit of 10% of the hire charge is required at the time of booking.

## Hiring Charges

### Appendix A

#### CATEGORY OF USER

##### SCALE 1: Lettings to Private Organisations or Individuals.

##### SCALE 2: Statutory Use, Community Users & Charities

- a) **Statutory Use:** eg Parliamentary Elections; Meetings of candidates for Parliamentary Elections; County Council, District Council & Parish Council Elections; Parish meetings and Parish Council meetings.
- b) Surgeries held by **MP's** or **Councillors**.
- c) Use by **District Councils** for Civic Receptions on one occasion per year.
- d) Fund Raising activities by recognised **Charities**.
- e) Use by **Community Users** (ie individuals and organisations who are regular users of the school).

## SCALE OF CHARGES

The Scale of Charges will be revised annually at the beginning of each financial year in April.

All lettings of the school premises shall cover the costs of heating, lighting, water, caretaking and cleaning costs. Please see Additional Charges below.

The school may decide that certain organisations or activities can use the premises for a reduced rate, or free of charge, under circumstances where the pupils of the school may benefit, this is at the discretion of the Headteacher.

NORMAL HOURS	OUTSIDE HOURS	NORMAL HOURS
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<b>Monday-Thursday</b> <i>(until 10.00pm)</i> <b>Friday</b> <i>(until 9.00pm)</i>				<b>WEEKENDS until 10pm*</b>	
<b>ROOM</b>	<b>CAPACITY</b>	<b>SCALE 1</b> <b>(£/Hr)</b>	<b>SCALE 2</b> <b>(£/hr)</b>	<b>SCALE 1</b> <b>(£/hr)</b>	<b>SCALE 2</b> <b>(£/hr)</b>
Group room	25 – 30 seated	£20	£10	£30	£15
Main hall	70 seated	£40	£20	£45	£25
Sports field	n/a	£40	£20	£40	£20
Sports field and changing rooms/toilets	n/a	£50	£25	£50	£25

\*Weekends will be subject to a minimum 3 hour charge at the discretion of the school

We can provide kitchenware (cups/saucers) free of charge by arrangement but any breakages will be charged as an extra to the Hirer at a reasonable rate.

Regular hiring is deemed to be on a weekly basis for the duration of at least one term.

### **ADDITIONAL CHARGES**

<b>Setting up/Clearing up time:</b>	This must be allowed for when completing the Booking Form otherwise charges for any additional time will be added to the final invoice.
<b>Insurance:</b>	Charged at 12.5% of Lettings charge or  £1.30 (whichever is the greater) + 6%  Insurance Premium Tax

### **EQUIPMENT HIRE** (Subject to availability)

Projector: £10	Stage Lights £10
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**Please note that the use of ladders and tower scaffold is strictly forbidden unless a current recognised certificate is produced at time of booking.**

### **USE OF PREMISES DURING SCHOOL HOLIDAY PERIODS**

By negotiation and subject to availability.

### **Appendix B**

### **TERMS AND CONDITIONS OF LETTING OF THE SCHOOL PREMISES**

These terms and conditions must be complied with.

The 'hirer' shall be the named individual on the letting agreement and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

### **1. STATUS OF THE HIRER**

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background.

The letting agreement is personal to the Hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of creating any tenancy between the school and the Hirer.

### **2. DISCLOSURE AND BARRING SERVICE CHECKS**

It may be necessary for the Hirer to undergo a disclosure and barring services check via the Disclosure and Barring Service (DBS). If a particular letting involves contact with children and young people, it is the responsibility of the Hirer, as advised by the Headteacher, to ensure that they have complied with the DBS Code of Practice.

When there is a requirement for DBS checks to be undertaken, the Hirer must keep appropriate records in line with the DBS Code of Practice and report to the school any safeguarding concerns which may arise.

The Hirer will be required to provide evidence that DBS checks have been carried out on request.

### **3. INDEMNITY AND PUBLIC LIABILITY INSURANCE**

Lettings are made on the agreement that the Governing Body are indemnified by the Hirer against any loss, damage, costs and expenses during the use of the school premises by the Hirer except where such loss, damage costs and expenses are directly attributable to the negligence of the employees of the Governing Body (refer to Lettings Indemnity Form – Appendix D).

The Hirer shall insure, with a reputable insurance office approved by the Governing Body, against such funds as the Hirer may become liable to pay as compensation, arising out of bodily injury or illness (fatal or otherwise) to any person and/or costs, fees, expenses, loss or damage caused to property or the premises by any act or neglect of himself, his servants, agents, or any person resorting to the premises by reason of the use of the premises by the Hirer. (*The School has insurance to cover if someone hurts themselves because of something to do with our premises. For example, someone trips and hurts themselves on a broken step. However, the hirer will require their own insurance to cover the hirer if someone is hurt because of something they've done – this includes at parties. For example, if a guest trips over trailing balloon strings or gets food poisoning from the refreshments that are served.*)

Unless specifically agreed by the Governing Body, the insurance cover shall provide a limit indemnity of not less than £10,000,000 (ten million pounds) in respect of any one incident and to include liability for the premises including liability for fire and explosion risks arising from the let of the premises.

The Hirer shall produce the policy of insurance and receipts for the current premium or premiums upon request by the Headteacher, Governing Body within seven days of a request.

Neither the school nor the Local Authority shall be responsible for any injury to persons or damage to property arising out of the letting of the premises.

### **4. STATUTORY REQUIREMENTS**

The Hirer must not do or permit any act, matter or thing which would, or might, constitute an illegal or immoral activity affecting the school premises or which would, or might, vitiate in whole or in part any insurance affected in respect of the premises from time to time.

### **5. LICENSES AND PERMISSIONS**



The Hirer shall be responsible for obtaining any public licenses necessary in connection with the booking and should confirm with the school the licenses they hold.

Permission or license must be obtained from the copyright owner, the owner of the sound recordings (if appropriate) and the publisher for any public performance of music, musicals, operas, or stage plays. The borrowing of music scores or plays from a local library does not constitute permission to perform.

Regulated entertainment, public music, singing and dancing can only take place on premises which have a Premise's License authorising entertainment, or by applying for a Temporary Event Notice.

Hirers are reminded that it is illegal to photocopy music or plays without the express permission in writing of the copyright holder except in certain circumstances. Any infringement of this is liable to prosecution.

The Hirer shall indemnify the governors against all sums of money which the governors may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

## **6. PUBLIC SAFETY**

All conditions attached to the granting of the license, stage play or other licenses and the school's health and safety policy shall be strictly observed. Nothing shall be done which will endanger the users of the building, or invalidate the policies of insurance relating to it and its contents. In particular:

- a) Obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be available for free public access and exit at all times
- b) Firefighting apparatus shall be kept in its proper place and only used for its intended purpose
- c) The fire brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Headteacher
- d) The Hirer is responsible for familiarising his/herself with the procedure for evacuation of the premises, the escape routes, assembly points, and shall be familiar with the fire-fighting equipment available
- e) Performances involving danger to the public shall not be permitted
- f) Highly flammable substances shall not be brought into, or used, in any part of the premises. No internal decorations of a combustible nature (e.g.

polystyrene, cotton, hay, etc) shall be undertaken or erected without the consent of the Governing Body

g) No unauthorised heating appliances shall be used on the premises

h) All electrical equipment brought into the building shall be subject to regular PAT testing and certification provided in evidence. The intention to use any electrical equipment must be notified on the hire application form. The Governing Body disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment

i) Adequate supervision must be provided to maintain order and good conduct, and, where applicable, the Hirer must adhere to the correct adult/pupil ratios at all times when these are specified for particular activities, e.g by national governing bodies of sports, scouts etc.

### **THE HIRER'S RESPONSIBILITIES**

The Hirer must inform the school of any fault, damage or other problems with the premises or equipment encountered during the letting.

No part of the premises is to be used other than for the purpose of the premises requested.

The Hirer is only permitted to use the designated areas as outlined by the Headteacher and Governing Body at the time of the agreement. The Headteacher or Governing Body reserve the right to restrict access at short notice if deemed necessary for safeguarding or health & safety purposes.

No part of the premises requested is to be used for any unlawful purpose or in any unlawful way.

### **OWN RISK**

It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

### **FIRST AID FACILITIES**

It is the responsibility of the Hirer to make their own first aid arrangements, such as the of a first aid kit, and the provision of first aid training for supervising personnel, particularly in the case of sports lettings. There is no legal requirement for the school to provide first aid facilities and use of the school's resources is not available. The Hirer or supervising personnel must show evidence of a pediatric first aid certificate if deemed necessary.

### **FURNITURE AND FITTINGS**

Furniture and fittings shall not be removed or interfered with in any way. Nor shall they be rearranged except by prior agreement and will be subject to reinstatement at the end of

each session of use. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, is permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any repair required.

Hall floors are used by children for physical education and no substance is to be applied to floors to prepare them for dancing or any other activity. No footwear liable to damage floors may be worn in school buildings. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the building.

### **FOOD AND DRINK**

No food and drink may be prepared or consumed on the property without the direct permission of the Headteacher in line with current food hygiene regulations. It is the Hirer's responsibility to register with East Cambs District Council if the Hirer is considered as a 'food business'.

### **KITCHEN/FOOD PREPARATION, FACILITIES AND EQUIPMENT**

Third parties shall only be permitted to share use of kitchens and/or equipment where a member of the school's staff is available to supervise such use and subject to reimbursement of the resultant staff costs.

### **INTOXICATING LIQUOR**

No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the permission in writing of the Headteacher/governing body, whose written consent must also be obtained prior to seeking any Temporary Event notice for the sale of alcoholic liquor from the local Licensing Authority. All evidence of intoxicating liquor must be removed from the premises at the end of the letting.

### **SMOKING**

The whole of the school premises, which includes the grounds, is a non-smoking area, and smoking is not permitted, this includes electronic smoking devices.

### **BETTING, GAMING AND LOTTERIES**

Nothing shall be done on, or in relation to, the premises in contravention of the law relating to betting, gaming and lotteries, and the persons or organisations responsible for functions held in the premises shall ensure that the requirements of the relevant legislation are strictly observed.

### **NUISANCE/DISTURBANCE**

Hirers and organisers of events in the school premises are responsible for ensuring that the noise level of their function does not interfere with the other activities within the building nor to cause inconvenience for the occupiers of nearby houses or property.

## **DISPOSAL OF WASTE**

The Hirer must comply with the school's arrangements for disposal of any rubbish or waste materials.

## **ANIMALS**

Except in the case of trained guide dogs for the blind and hearing dogs for the deaf, animals shall not be permitted on the school premises.

## **RULES**

The Hirer shall comply with any rules and regulations which the Governing Body shall make from time to time.

## **CHARGES AND CANCELLATIONS**

The Hirer acknowledges that the charges are as set out in the letting agreement, including any review arrangements specified. The letting may be cancelled, provided that in each circumstance at least 14 days notice either way is given. If notice is not received in time then the Hirer will be liable for all cost incurred. Deposits are non-refundable. It is the Hirer's responsibility to notify people appropriately of any changes in dates or venues at least a week in advance.

The Governing Body will not accept any responsibility for any loss, or other expenses however incurred by the Hirer, in the event of a cancellation by the Governing Body of the letting as a result of circumstances beyond its control (including, without prejudice to the generality of the same, industrial action by its employees, or others, oil shortage, failure of electricity/gas supply). The decision of the Governing Body as to whether a letting should be cancelled shall be binding on the Hirer.

Where payment for the hiring of the school facilities is not reached by the prescribed deadlines, and/or without prior agreement by the Headteacher or Finance Manager, the

Governing Body reserves the right to terminate the letting with notice of one week. The Governing Body will not accept any responsibility for any loss, or other expenses, however incurred by the Hirer, in the event of the cancellation of the letting as a result of the circumstances described above. The decision of the Governing Body as to whether a letting should be cancelled shall be binding on the Hirer.

It is the Hirer's responsibility to notify its members appropriately of the withdrawal of the school facilities in the event of the letting being cancelled for the reason outlined above.

## **SUB-LETTING**

The Hirer shall not sub-let the premises, underlet or share possession with any other parties.

## **STORAGE ANCILLARY TO THE LETTING**

The permission of the Governing Body/Headteacher must be obtained before goods or equipment are left or stored on the premises, except that the Headteacher is authorised to

grant permission for the overnight storage of goods and equipment brought to the school for a particular event.

### **LOSS OF PROPERTY**

The Governing Body cannot accept responsibility for damage to, or the loss or theft of, Hirer's property and effects. It is the responsibility of the Hirer to make his/her own insurance arrangements if required.

### **CAR PARKING**

Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the school. In particular, the Hirer must ensure that access to the school by emergency vehicles is not obstructed or delayed. Where parking accommodation is available, this must be used, and users of the school should avoid undue noise on arrival and departure. Car parks are situated at the front of the school. All vehicles are parked at the owner's risk. The School takes no responsibility for theft or damage to vehicles while parked on the premises. If your event takes place during school time, then we ask that you find an alternative place to park your cars.

### **TOILET FACILITIES**

Access to the designated school's toilet facilities is included as part of the letting arrangements

### **RIGHT OF ACCESS**

The Governing Body reserves the right of access to the premises during the letting for emergency or monitoring purposes (The Headteacher or members of the Governing Body from the Resources Committee may monitor activities from time to time).

### **VACATION OF PREMISES**

The Hirer shall ensure that the premises are vacated promptly at the end of the letting session. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult.

### **CLEANING**

The hirer shall ensure that the letting area is left clean and tidy, cleaning equipment is provided by the school.

**ISLEHAM PRIMARY SCHOOL LETTING AGREEMENT**

**Appendix C**

(Please complete this form in block capitals)

Full name of Hirer Mr/Mrs/Miss \_\_\_\_\_

Name of Organisation (if appropriate): \_\_\_\_\_

Address of Hirer \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact Number \_\_\_\_\_

Signature of Hirer \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Accommodation and \_\_\_\_\_

Facilities required: \_\_\_\_\_

Other requirements:

(e.g. chairs set out, equipment, etc)

\_\_\_\_\_

Dates and times of first hire:

\_\_\_\_\_

Is this a recurring request or a one off? ONE-OFF / WEEKLY\* (*Delete as required*)

If recurring, indicate the frequency and number of occurrences (e.g. weekly for 10 weeks)

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Activity/ Purpose of letting:

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Number of expected participants in the activity

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Will alcohol be brought onto the premises?

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Are you obtaining a licence for sale of alcohol?

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Have you insurance to cover the event?

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Please complete and return to the school at least 21 days before the event. We will confirm the booking and notify you of the charges. You will need to send copies of any licenses required on confirmation.

**Headteacher's acceptance of booking** *(The approval of the Chairman of Governors must be obtained where the Hirer requires alcohol to be brought onto the school premises).*

Signed

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Date

\_\_\_\_\_**ISLEHAM PRIMARY SCHOOL** **Appendix C**

### LETTINGS INDEMNITY FORM

INSURANCE COVER – To comply with the conditions of the hiring agreement.

I hereby indemnify the school against any claims made against it arising from the use of hired premises. In addition I accept responsibility for any claims the school may have for any damage to its property arising from its use during my hire.

I maintain a Public Liability Insurance Policy, the details of which are as under:

Policy \_\_\_\_\_ Number \_\_\_\_\_  
\_\_\_\_\_ Expiry Date \_\_\_\_\_

Name and Address of Insurance Company:

\_\_\_\_\_

\_\_\_\_\_

Indemnity Limit: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### **SAFEGUARDING**

The Hirer agrees that systems are in place with regards to safeguarding measures as per the lettings policy:

Name: \_\_\_\_\_

Name of Organisation: \_\_\_\_\_

Purpose of Letting: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

### **DECLARATION (Please read before signing)**

**I have received a copy of the Lettings policy and Terms and Conditions for the Letting of School Premises and agree to be bound by them. Any licenses necessary and the Theatres**



Act 1968 and the Cinematograph Acts 1909 and 1952 have been or will be observed and any requirements of the Licensing Justices, where necessary, have been or will be met. I agree to pay the charges due as required and hereby certify that the premises and grounds will be used only for the purpose stated.

I am over 18 years of age.

Signature \_\_\_\_\_ Date \_\_\_\_\_ of application \_\_\_\_\_

NAME (BLOCK CAPITALS) Mr/Mrs/Ms/Miss \_\_\_\_\_

**Please pass this form to the establishment, do not complete anything below this line**

It is confirmed that the accommodation required is available for the time and date(s) requested. The head of the establishment has been informed, that where necessary the hiring has been approved by or on behalf of the governors and that the applicant has been informed accordingly.

**Additional terms & conditions (if applicable):**

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**Agreed Designated Area(s):**

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Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Headteacher

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Chair of Governors