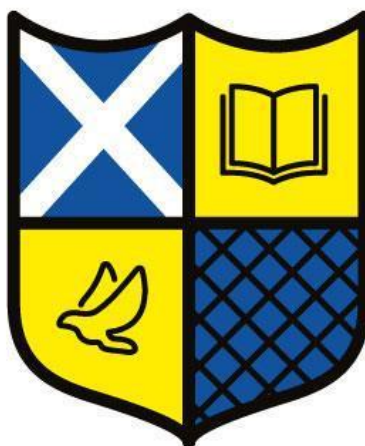


St. Andrew's CE Primary School

Lettings Policy & Tariff



Approved by:	Full Governing Body
Last reviewed on:	June 2026 - Resource and Finance Committee
Next review due by:	Spring 2027 - Resource and Finance Committee

By: Resources & Finance Committee

Key Points and Summary

1) St. Andrew's CE primary school aims to ensure the use of the school's facilities to the fullest potential. It is intended that the premises and sports facilities are available firstly, for the benefit of our pupils and secondly for the local community and local businesses consequently providing the school with financial income.

2) The Governing Body have agreed that income from lettings will be invoiced by the school with the school bank account details. 20% of the lettings will then be paid into the School Governors Account, before the end of the tax year. The school will retain 80% of lettings income to cover utility, cleaning and other costs arising from the use of school premises for lettings.

3) This policy aims:

- ☒ To ensure that lettings are not in conflict with the fundamental purpose of the school.
- ☒ To support community involvement in the life of the school.
- ☒ To support the community in sporting, cultural and educational pursuits.
- ☒ To be consistent with the school's Equal Opportunities Policy.
- ☒ To maximise the commercial opportunity for lettings.
- ☒ To ensure costs are calculated and covered.
- ☒ To provide a professional service to users of the school premises and ensure good customer care.
- ☒ To monitor the maintenance of the high standards of the premises and grounds.

4) The emphasis is to ensure that staff are aware of their responsibilities and that the Hirer is compliant with Health and Safety and insurance requirements. The school's Child Protection Policy should be adhered to including the school's right to terminate the lettings agreement if it believes the booking is being used for the purposes of radicalisation.

Responsibilities

The Governing Body who monitor the policy through the Resources and Finance Committee holds overall responsibility for school lettings. The Headteacher has responsibility to ensure adherence to the policy and practical responsibility for the policy is initially delegated to the Business Manager in liaison with the Caretaker. The Assistant Business Manager is responsible for raising invoices on a termly basis and keeping track of payments due. The Assistant Business Manager is also responsible for keeping a diary of all lettings, ensuring that there are site staff available to manage those lettings and to organise cleaners if necessary once the letting has completed. These costs will be covered by the Hirer.

Charges

All charges to be reviewed by the Resources and Finance Committee annually and reported to the full Governing Body. **See Appendix A.** Any concessions will be considered by the Headteacher/Business Manager.

Bookings

Bookings for the facilities arise by direct contact with the school. The school and other current Hirers are given priority. Other considerations include the type of let, site staff availability, the number of other coinciding lettings and the suitability of our premises. The final decision regarding agreement to hire rests with the Governing Body, responsibility at a school level to lie with the Headteacher. In the event of a Hirer being dissatisfied with the facilities or service the Assistant Business Manager should be contacted in the first instance.

Hire Agreement – School Premises

School/Premises: St. Andrew's C.E. Primary School

Headteacher: Mrs Sophie Thomas

Hirer:

Purpose of Hire:

Date(s) of Hire:

Hiring Fee:

This agreement is between the above-named School and the above-named Hirer for the purpose stated under the following conditions:

1. General

1. The Headteacher and the School Governors are responsible for approving the hiring of school premises ('the Hire') all applications in the first instance should be made to the Assistant Business Manager.
2. If the School is required for urgent official or academic reasons the school reserves the right to cancel the Hire. Should this occur, the Hirer will be reimbursed with the hiring fee.
3. No alterations must be made to the school structure, fixtures or fittings. Notices must only be fixed to the noticeboards provided.
4. Suitable footwear must be worn so as not to damage the school floors. Nothing must be put on the floors that will change the properties of the floor.
5. Members of the public must not be admitted to the school premises after 10pm.
6. Alcoholic beverages must not be sold on the premises unless the Headteacher has given specific approval. Should such approval be given, the Hirer must obtain the necessary licence, which must be produced, to the Headteacher prior to the hire.
7. The Hirer must comply with the smoke free legislation, which came into effect on 1 July 2007. Failure to comply may result in a fine for both the Hirer and the School. Smoking is not allowed anywhere on the School premises.
8. Occupancy limits must not be exceeded. These currently stand at 300 people in the large hall and 100 people in the small hall. This is subject to change dependent on the event that is occurring.

2. Hirer's Responsibilities

1. For one off hires the Hirer must produce event documentation to include details of any Health and Safety issues and Fire Risks relating to the nature of the hire including arrangements for first aid, supervision, communication, crowd control, use of equipment and traffic management. The school will then decide if the facilities are suitable for the occasion and produce a Risk Assessment based on the information provided. All Clubs are expected to provide their own risk assessment before their club commences. If you would like assistance with this please talk to the school.
2. The Hirer undertakes to follow any recommendations arising out of such Risk Assessment prior to the hire. Further guidance on risk assessments is available from the HSE website. <http://www.hse.gov.uk>.
- 3.
4. The school reserves the right to undertake regular checks of the hire of the Premises by the Hirer and any recommendations made by the school following such checks will be undertaken without delay by the Hirer. Failure to comply may result in termination of the hire arrangements.
5. If the Hirer wishes to cancel the hire this must be notified in writing to the Headteacher at least one week before the hire is due. In the event of the Hirer failing to give such notice the hire fee will not be refunded. Any preparation works already carried out for the Hirer will be paid for by the Hirer.
6. The Hirer must be in attendance at all times and must provide and exercise adequate supervision throughout the hire to prevent: Damage to buildings, grounds, fixtures, fittings and equipment; and/or excessive noise and/or nuisance to local residents.
7. The Hirer must ensure that provisions for safety including recommendations identified through a risk assessment are carried out.

8. The Hirer will meet the cost of making good any damage caused.
9. Adequate insurance will be affected by the Hirer to cover the liability in respect of the hire. In regards to public liability insurance cover the Hirer shall acquire a policy with a minimum indemnity limit of £10,000,000 in respect of any one incident. The hirers need to provide their own insurance cover.
10. The Hirer will provide the School with a copy of the insurances certificate before the hire commences.
11. In the event of any injury, damage or loss being sustained, suffered or incurred by the Hirer or any other person, the Hirer shall accept full responsibility. The Hirer shall indemnify the school from all costs, including claims, demands and expenses arising as a result; except where any injury, damage or loss arising was caused by the negligence of the school, or any employee or representative of the school, in which circumstances, the school will indemnify the Hirer from all costs, claims, demands and expenses arising as a result.
12. In the event of any damage done to or loss of property suffered or incurred by the Hirer, the Hirer shall accept full responsibility therefore shall indemnify the School from all costs, claims, demands and expenses arising except where any damage, loss or claim arising was caused by the negligence of the School or any employee or representative of the School in which circumstances the School will indemnify the Hirer from all costs, claims, demands and expenses arising as a result..
13. The school will not be responsible for the safety of any goods or articles of any kind that may be brought into or left on the Premises by the Hirer and/or any of their representatives while on the Premises for the purposes of the Hire.
14. The School reserves the right to forthwith cancel the agreement if, in the opinion of the School, damage may be caused to the Premises; or if by flood, tempest, storm, fire or other cause beyond the School's control the Premises shall be rendered unfit for use; or if the School considers it necessary to close the Premises for the purpose of executing urgent repairs or alterations; or if, in the opinion of the School, it is in the public interest that the Premises should be closed for any reason.
15. The Hirer is responsible for providing person/persons who are capable of administering First Aid. The Hirer is also responsible for ensuring that they, their appointed representative/s and the person/s responsible for administering First Aid are aware of the location of First Aid supplies which will be provided by the school. They are also responsible for ensuring that they have access to a fully charged mobile telephone.
16. The Hirer or their appointed representative is responsible for reporting any accidents on the school's official accident report form, (HS2 Health and Safety Incident Report) and notifying the Headteacher/Medical Welfare Officer as instructed. Copies of the necessary accident report forms shall be made available to the Hirer as necessary. Where appropriate, the school will provide a copy of the Incident Report form to Brighton and Hove City Council's Health, Safety and Wellbeing Team for necessary review and investigation.
17. The Premises must be left clean and tidy after use. The hirer is responsible for any waste generated by the activity of the hire and must dispose of this appropriately. The cost of any additional cleaning found to be necessary will be met by the Hirer.
18. Public performances, entertainment, performance of music, singing or dancing to which members of the public are admitted are not permitted unless prior permission has been obtained from the Headteacher. For particular events it may be necessary to obtain a licence from the Council.

19. Business and Tax Compliance

Where the Hirer charges participants for activities, they are deemed to be operating in a business or self-employed capacity.

The Hirer is solely responsible for complying with all applicable legal and tax obligations, including registration with and payment of taxes to HM Revenue & Customs (HMRC), where required.

The Hirer must provide:

- Full name and trading name (if applicable)
- Business address
- Unique Taxpayer Reference (UTR) (for sole traders) or Company Registration Number (for limited companies)
- VAT registration number (if applicable)

The Hirer shall confirm, upon signing the lettings policy, that they

- Are registered with HMRC where required; and
- Will declare all income derived from activities conducted on the premises.

3. Security and Safeguarding of Children and Young People

1. Schools follow best practice in implementing a Child Protection Policy including an Enhanced Disclosure and Barring Service (DBS) check of adults who work with children in school. Therefore, any organisation hiring school premises, if working with children and young people, will be expected to provide written evidence that

they have a Child Protection Policy and that adequate arrangements are in place to protect children and young people.

2. They will also be expected to have undertaken a reputable child protection certificated course. The school will require evidence that each member of the hiring team have a certificate.
3. If the organisation does not have these measures in place, the school will decline to enter into a Hire Agreement.
4. Please ensure the school office are notified of any new personnel and provide the school with their employees DBS certificate number and the date the DBS was completed. New staff must bring photographic identification on their first visit to the school.
5. When allowing children to exit the school premises at the end of all clubs, Club Leaders must ensure that they escort the children to their designated exit gate and hand them over to the appropriate parent/carer.
6. If Club Leaders are in possession of entry codes and/or school keys, they must ensure that no person other than themselves and their employees are in possession of these.

4. Fire Precautions

1. The Hirer will be provided with a copy of the Emergency Procedure for School Events
2. The Hirer must attend the event during the whole time that the premises are open to the public and during this time an adequate number of competent attendants must be on duty. The Hirer or their appointed representative shall not be engaged in any duty that will prevent their overall supervision of the Hire.
3. The Hirer must ascertain and comply with any special Health & Safety requirements and necessary Fire Precautions associated with music, singing, dancing and theatre. On occasion it may be necessary to obtain an appropriate licence from the Council.
4. The use of pyrotechnics and special effects are not permitted.
5. Seating, gangways and passages shall be provided as approved by the responsible person acting on behalf of the school.
6. All gangways, corridors, fire escape routes and external passageways intended for entrance and exit shall be kept entirely free from obstruction.
7. All exit doors must be accessible during the whole time the public are on the premises.
The Hirer must have use of a mobile telephone for summoning assistance and familiarise themselves with the fire alarm system, escape routes, operation of any door opening devices, the location of the assembly point and firefighting equipment. Firefighting equipment should only be used in life threatening situations and only by trained people. A nominated person should be responsible for using the firefighting equipment, if necessary. The responsible person for the site should be consulted on any additional equipment necessary where stage performances or exhibitions are intended.

5. Materials

1. Mats or other floor coverings shall be secured to prevent rucking, and any drapes over the exit doors shall be hung to prevent them trailing on the floor or obstructing the exits.
2. Flammable materials are not to be used for the decoration of the premises unless such materials have been rendered flame retardant and are maintained as such. No naked flames can be used (e.g. candles, tea lights).
3. No hazardous substance/s shall be brought onto school premises unless the Control of Substances Hazardous to Health Regulations have been complied with in terms of material safety data sheets, COSHH risk assessments, and necessary controls and training are in place and must be agreed by the Headteacher.
4. No hazardous substances can be stored at the school by the Hirer. Only sufficient quantities required for the activity should be brought to the site and all hazardous materials should be removed at the end of the activity (including any waste).

6. Temporary Electrical Installations

1. Any temporary electrical installation must only be carried out by a qualified electrician and must comply with the applicable recommendations and requirements of the following:
 - I. The Institution of Electrical Engineers Regulations for the electrical equipment of buildings – current edition and amendments.
 - II. The British Standard Specification and Codes of Practice – current edition and amendments;
 - III. The Electrical Supply Regulations – current edition and amendments.
2. All temporary installations shall be disconnected from the permanent installation immediately after the completion of the Hire.

7. Additional Requirements for the Hiring of External School Premises

1. The Hirer must consult the Assistant Business Manager/Site Manager if there is any doubt about the condition of the ground. In the event of the ground being deemed unfit for use immediately before the Hire is to take place, the hire charge will be refunded.
2. The Hirer must ensure adequate supervision is exercised over everyone taking part in the hire including spectators. Casual spectators not included in the hire must not be admitted.
3. Stakes or similar must not be driven into the ground unless specific permission has been given.
4. Vehicles must not be driven over or parked on the playground unless prior permission has been obtained, weight restrictions assessed and all precautions have been taken to separate pedestrian and vehicular traffic. Access and exits must be monitored by the Hirer and/or their representative at all times to ensure safety of pedestrians.
5. Bonfires are strictly not permitted.
6. Playgrounds must be left in a clean, tidy and safe condition.
7. Any loudspeakers must be operated at moderate volume so as not to cause a nuisance.
8. In relation to car boot sales or similar, the Hirer should take all reasonable steps to ensure that items sold on the School Premises are legal and appropriate for the Premises. It is the Hirer's responsibility to ensure that the name of the school is not brought into disrepute by the sale of illegal or inappropriate goods. The Hirer should refer to the Assistant Business Manager for guidance on such items.

8. After the Hire

1. On completion of the hire the Hirer must carry out an inspection of the Premises to ensure that:
 - a. All windows and doors are closed and secured;
 - b. The premises have been left clean, tidy and safe;
 - c. There are no signs of a fire.

9. Termination

1. In the case of regular hires, each party reserves the right to terminate the Agreement giving the other party one month's notice in writing.
2. In the event of a breach of the terms of this Agreement by the Hirer concerning public safety including any failure to implement the recommendations of the Risk Assessment of the Hire, the School may terminate this Agreement with immediate effect.
3. The School's decision to terminate under Clauses 8.1 shall not give rise to any claims for damages or otherwise by the Hirer.

10. Indemnity

1. The Hirer agrees and undertakes with the School to indemnify and keep the School indemnified from and against all actions, proceedings, costs, claims and demands by third parties in respect of any damage or liability caused by or arising from the use or occupation of the School Premises by the Hirer.

In the event of difficulty during the Hire please contact:

The School Office: 01273 770082 (School Hours)

School Mobile: Either No 1: 07395 947491 or No 2: 07395 962215 (Out of School Hours)

Please sign below to indicate you have read and accepted the above terms and conditions of this Agreement.

HIRER

Club Name: (If applicable)

Club Leader/Hirer Full Name:

Signature:

Date:

Contact Address:

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Contact Email:

Contact Mobile:

SCHOOL

Name:

Authorised Signature:

Position in School:

Date:

Appendix A – Lettings Charges

The charging rates will be as follows and will be invoiced termly:

- Pavilion Room (no windows) Rainbow Room (very small) £6.00 per hour
- Classrooms/Library/Music Room/Intervention Room £10.00 per hour
- Small Hall and Computer Suite £15.00 per hour
- Large Hall £25 per hour (£10 for a before school club which is 30/45 minutes)
- Playground, Field or Car park £20 per hour (£15 for a before school club which is 30/45 minutes)
- Weekend/after 5pm hire of school halls £30 per hour large hall, £20.00 per hour small hall, car park £30 for local business/local community
- Weekend/after 5pm hire of school halls £45.00 per hour large hall, £30.00 per hour small hall, car park £40 per hour for commercial business

An opening fee of £30 and closing fee of £30 will be levied, in addition to above charges, to cover overtime paid to the Site Manager or Staff Representative when any part of the let occurs outside of the normal working day.

An additional charge will be incurred if the Let requires the Site Manager or Staff Representative to remain on the premises. For overtime worked on any night between 6.30pm and 7am there will be a supplement of 20% of the employer’s hourly rate payable in addition to their hourly overtime rate.

All charges are subject to a periodic review by the Governors Resource & Finance Committee. All lettings to charitable and community groups will be made without profit ensuring that the school cover their costs.

Monitoring, Evaluation and Review

This policy will be reviewed by the Business Manager annually with reference to Local Authority and Government guidance. The school reserves the rights to raise charges termly with written notice to the Hirer. The Resources & Finance Committee of the Governors will formally review and ratify the policy annually.

This policy should be read in conjunction with the Health and Safety Policy.

Headteacher Sophie Thomas

Signed:

Date:

Chair of Resources & Finance Committee

Signed:

Date: