



Inspired by Christ - Reaching out to all - Being the best we can be.

ALL SAINTS' CofE Nursery and PRIMARY SCHOOL (N20)

As Christ the Sower offered his love freely and for all, so at All Saints' we seek to nurture Christ's love and his image in all of our children. Working in partnership with each student, their families and carers, we pledge to help them grow into happy, confident, and independent young people, whose enquiring minds will flourish in the world, seek after the truth, and serve others.

Lettings Policy

Ratified by the Board of Governors: March 2025

Signed	Headteacher	Breda McKelvey
	Chair of Governors	Elaine French

Review Date: March 2027

1. Introduction

All Saints' Primary School has much to offer the community through the use of its buildings and facilities and it is the policy of the Governing Body to maximise the use of the school premises.

2. Lettings Definition

A letting may be defined as "any use of the school premises (buildings and grounds) by either a community group (such as a local music group or football team), or a commercial organisation.

A letting must not interfere with the primary activity of the school, which is to provide a high standard of teaching and learning environment for all its pupils.

The letting of school premises must not be confused with an 'Extended School Community Focused Activity', which is an activity facilitated/run by a person employed or contracted by the school.

The following lettings are not permitted under the policy:

- Political parties or organisations of a party – political nature
- Trade unions other than teaching associations and support staff organisations, who may hire the premises for an event directly involving the school's community

Preference for use of school premises outside normal school hours will be given in the following order to:

- All Saints' School
- ASSA
- Existing hirers of good standing
- Local community groups
- Previous hirers of good standing

3. Charges for a letting

3.1 The Governing Body is responsible for setting charges for letting the school premises, such charges will be reviewed annually. The current lettings charges are set out in **Appendix 3**.

3.2 The school is constrained by law to add value added tax (VAT) to all transactions where appropriate. Educational lettings would not usually be subject to VAT, however exceptions do apply and it is the responsibility of the Office Manager to determine this when costing the individual lettings.

3.3 A charge may be levied to cover the following:

- Cost of services (heating and lighting);
- Costs of staffing (additional security, caretaking and cleaning);

- Costs of administration;
- Costs of “wear and tear”;
- Cost of school equipment (if applicable)

3.4 Key conditions

- A minimum hire period of an hour is to be charged and hourly thereafter up to the maximum number of hours detailed below.
- Standard hire charges may be waived or reduced for members of staff at the discretion of the Governing Body.
- There will be no charge for ASSA
- Unless otherwise stated, full payment must be received 10 working days in advance of the let. Payment for regular lettings must be made half termly in advance. Failure to make payment in agreed time frames will result in further bookings being rejected until the account is settled.
- An additional, refundable deposit will be required in respect of any possible damage to school property.
- Any Hirer who does not vacate the premises at the agreed time will be charged for the additional letting time

3.5 The standard letting times are as follows:

Monday to Friday

- Dining Hall: Evenings between 18:00 and 22:30
- Main Hall: Evenings between 18:00 and 22:30

Weekends (excluding bank holidays)

- Dining Hall: 09:00 and 23:00
- Main Hall: 09:00 and 23:00

4. Management and Administration of Letting

4.1 Management of letting

The Headteacher is responsible for the management of all lettings, in accordance with this policy. The Headteacher may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the letting process.

If the Headteacher has any concern about whether a particular request for letting is appropriate or not, they will consult with the Chair of the Governing Body.

4.2 Administrative process

4.2.1 All enquiries should be referred to the school office.

4.2.2 The lettings application form (see **Appendix 1**) provides a formal request by a third party for use of the school premises. When an enquiry is received from a prospective hirer, this form must be sent to them, along with the Terms and Conditions of hire (see **Appendix 2**) and the Scale of charges (see **Appendix 3**). In instances where the hirer requests use of the school kitchen, a copy of the Conditions for letting the School Kitchen (see **Appendix 8**) will be sent to them.

4.2.3 When the application form has been returned, the school will decide whether to accept the hirer's application. This may be subject to seeking references using a reference request for hire of premises form (see **Appendix 5**).

4.2.4 If the letting is accepted then the school will confirm this by completing and sending a Booking Confirmation (see **Appendix 6**) to the hirer, and a non-refundable deposit request of 20% of the total value of the letting. The deposit commits the hirer to honouring the let and reduces the likelihood of them not taking up the let once the facility has been allocated to them. The terms and conditions of hire state that the deposit is non-refundable in the event of the hirer not taking up the let. The school will also request from the hirer a refundable indemnity deposit. This will not be refunded until the lettings administrator is satisfied that the conditions of the hire have been adhered to and that no additional charges need to be levied for cleaning, breakages etc. Reference to any indemnity deposit is included in the conditions of hire. The set amount of the indemnity deposit will be a minimum of £100. This will be included in the final invoice. The indemnity deposit will be refunded within 10 days of the letting.

4.2.5 Once the hirer has completed and returned the Booking Confirmation Remittance Advice and a signed copy of the terms and conditions of hire, the contract is legally binding, as in law there has been an offer, an acceptance of that offer with consideration being present. At this stage the date and time of the letting will be confirmed in the Lettings diary. Any deposit received with the Booking Confirmation Remittance Advice is banked as soon as possible.

4.2.6 The school will then send a Lettings Invoice which will include a charge made for the refundable indemnity deposit, (see **Appendix 7**) to the hirer in sufficient time to allow payment to be received prior to the let taking place. If a non-refundable deposit has been received, this will be acknowledged on the invoice and the amount due reduced accordingly. A pre-numbered receipt will then be issued to the hirer when the cheque/cash for the balance is received.

4.2.7 Unless otherwise stated, full payment must be received 10 working days in advance of the let. Payment for regular lettings must be made half termly in advance. Failure to make payment in agreed time frames will result in further bookings being rejected until the account is settled.

4.2.8 Any Hirer who does not vacate the premises at the agreed time will be charged for the additional letting time.

4.2.9 The school will ensure that adequate Public Liability Insurance is in place. This indemnifies the hirer (not the school) against claims made against them by the school or other persons for loss, damage, injury or death caused by their negligence. The school will ask the hirer to produce their insurance schedule to ensure that:

- The hirer is insured;
- The policy is in date;
- The public liability cover is at least £2,000,000 at the time of letting.

The school will take a photocopy of the schedule for its retention.

4.2.10 During the let, a designated school employee will be available and will note the time at which the hirer vacated the facility. If this time is different to the time that the hirer booked and was invoiced for, then an additional charge will be levied or a deduction made from the indemnity deposit as appropriate. This will also be the case if a note is made of any damage or if extra cleaning is required. Relief caretaker doesn't currently stay on premises.

4.2.11 The indemnity deposit will be returned no later than 10 days after the let

4.3 Complaints

4.3.1 Letting concerns

If the school has concerns about a let, the following procedures will be followed:

- A representative of the Governing Body will verbally raise concerns with the named hirer.
- The situation will be monitored for two sessions to allow issues to be addressed.
- If the situation remains unresolved, the hirer will receive written notification of the concern and a further two sessions will be given to allow the hirer to address the situation.
- If the matter remains unresolved, the hirer will receive formal written notice of termination of the booking agreement. This will be implemented 72 hours from the date of the letter of notification.

If the hirer breaks the conditions of usage the let can still be terminated immediately.

4.3.2 Complaints about Bookings or Agreements

If a hirer has concerns or wishes to complain about a let, the following procedures should be followed:

- Talk to a named representative of the Governing Body and discuss the problem. Allow 5 working days in term time for the situation to be resolved.
- If still unresolved, the hirer should notify the Governing Body through the Head Teacher in writing, allowing 5 working days for the situation to be resolved.
- If still unresolved, the matter will be placed on the agenda of the next Governing Body meeting. (If the concern needs urgent attention, a special meeting of this group will be convened.)
- If still unresolved, the matter will be taken to the next full Governing Body meeting and the hirer will receive a written response from the Chair of Governors detailing the outcome.

4.3.3 Third Party Complaints

- If the school receives a complaint from a third party, the Governing Body will be notified of the complaint.
- The matter will be investigated by a representative of the Governing Body and a written response will be sent to the complainant within 10 working days.
- If any further correspondence is received, the matter will be placed on the next appropriate Governing Body Committee. A final response will then be sent by the Chair of the Governing Body explaining the final outcome.

4.3.4 Appeals Procedure

- If a hirer has a letting agreement withdrawn, they have a right to appeal to the Governing Body.
- The appeal should be made in writing and will be presented to the next full Governing Body meeting.
- The hirer will be informed of any action and/or decision taken by the Governing Body.
- The decision of the Governing Body is final.

4.4 Cancellation

- Lettings may be subject to cancellation with reasonable notice by the school. An appropriate refund or adjustment to future charges will be made under such circumstances in the light of the terms and conditions of hire.
- Lettings cancelled by the hirer with more than 24 hours' notice, will be subject to the loss of the hire deposit. Any less notice than 24 hours may result in the hirer being liable for the full charge of the letting. This is detailed in the terms and conditions of hire.

5. Child Protection, the Prevent Duty and Safeguarding

Any organisation submitting a letting request involving working with children and/or young people must submit to the school a signed copy of their Child Protection Policy.

Hirers are expected to be responsible for being aware of DfE's ['After-school clubs, community activities and tuition: safeguarding guidance for providers'](#).

All hirers must state the purpose of the hire. Each application will be vetted and any concerns will be reported to the Headteacher and/or Chair of Governors prior to approval.

When determining whether to approve an application, the following factors will be taken into consideration:

- Type of activity
- Possible interference with school activities

- The availability of facilities
- The availability of staff
- Health and safety considerations
- The school's duties with regard to the prevention of terrorism and radicalisation
- Whether the letting is deemed compatible with the ethos of the school

An application will not be approved if the hirer's purpose:

- Is aimed at promoting extremist views.
- Involves the dissemination of inappropriate materials.
- Contravenes the statutory Prevent duty.
- Is likely to cause offence to public taste and decency (except where this is, in the opinion of the governing body, balanced or outweighed by freedom of expression of artistic merit).

If at any time and for any reason there are concerns in relation to a safeguarding, child protection or the prevent duty the governors reserve the right to cancel any hiring and there shall be no liability to the Hirer other than to refund any hiring fee or deposit paid.

