Lettings Policy

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Approved by	Cheryl Smith	Date	
Template amended and agreed by LGC	Ben Sargeaunt	Date	July 2024
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Introduction and Policy Aims/Purpose

Bearwood Primary & Nursery School are committed to making the best use of their premises & facilities and aim to make these available for use to support community or commercial organisations. In consideration of external lettings, the school will always prioritise the needs of pupils over external lettings opportunities.

Any reference to those wanting to hire school space are referred to as the hirer.

Policy Content

Areas Available for Hire

The areas available for hire include, but are not limited to:

Area	Capacity	Cost per hour
School Hall 3:30-4:30pm	200	£10.00
School Hall after 4:30pm	200	£17.00
Practical Room	30	£10.00
Playing fields	N/A	£10.00

Charging

The rates for hiring out different areas of the school are listed in the section above. The school may decide that certain organisations or activities can use the premises for a reduced rate, if it supports the core aims of the school. As a minimum, the school will include the following within the cost:

- Services, including heating, lighting & water
- Staffing
- Administration
- Use of school equipment

These rates will be reviewed in April 2025 and yearly thereafter.

Cancellations

The school reserves the right to cancel any agreed letting with a minimum of 4 weeks notice, with a full refund being provided. The school shall not be liable for any indirect or consequential losses, including (without limitation) any loss of profits, loss of business or the loss of any revenue arising out of the cancellation of any letting.

The hirer can cancel any letting with a minimum of 4 weeks notice. If less notice than this is given, the hirer shall not be entitled to a refund.

Safeguarding

The school is dedicated to ensuring the safeguarding of children at all times. It is a requirement of hire that hirers abide by the schools' requirements in respect of safeguarding. Any failure from the hirer in this respect will result in the hire being terminated.

If there is a chance that those hiring the premises will come into contact with children or young people, for example if the hire occurs during school hours, or when children may be present in the school (during after-school clubs or extra-curricular activities), we will ask for confirmation that the hirers have appropriate safeguarding checks and documentation in place; the school follows national guidance around the safeguarding of children.

All hirers must complete our Safeguarding Checklist, Appendix 3, prior to the school agreeing to any booking.

Appropriate arrangements, consistent with the school, must be in place to keep children safe. Please see a copy of the school safeguarding policy via this link: Bearwood-Safeguarding-and-Child-Protection-Policy-Sept-2025-26.pdf

To fulfil your safeguarding responsibilities if any children are attending your hire, you will be required to:

1. Have appropriate safeguarding policies in place, including safeguarding and child protection, and provide copies of these policies.
2. Provide evidence that robust practices are in place for staff (and volunteers) to meet safer recruitment guidance. This will include but is not limited to, confirmation of the following employment checks:
    - Adequate DBS checks and references
    - Right to work checks
    - Identity checks
3. Provide copies of other documentation, such as:
    - Staff training records
    - Staff code of conduct/Behaviour policy
    - H&S documents such as risk assessments and fire plan
    - Details of your first aid arrangements
    - Insurance documentation
    - Complaints procedure
    - Whistleblowing policy
4. Confirm that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact Cheryl Smith, Head Teacher or Hayley Goodfellow, Deputy Head, as soon as reasonably practicable.
5. Understand that if our school receives an allegation relating to an incident where an individual or organisation is using our school premises for running an activity for children, we will follow our usual safeguarding procedures and inform our local authority designated officer (LADO).

Please be aware that this guidance will apply to some hirers: After-school clubs, community activities, and tuition - safeguarding guidance for providers (publishing.service.gov.uk).

All hirers must comply with this section, failure to do so will result in immediate termination of your booking.

Policies

The school will provide to the hirer copies of appropriate school policies (i.e. lettings, complaints, safeguarding, health & safety, etc.) which the hirer is required to comply with.

Insurance

The hirer must ensure it has its own public liability insurance with a reputable insurer approved by the school. A copy of the relevant insurance certificate must be provided to the school prior to the commencement of the letting.

Short Term or One-Off Arrangements

Lettings of a period of 1 year or less will be based on a Facilities Hire Agreement (see appendix 1).

The hirer must complete a Hire Request Form (see appendix 2) and a Safeguarding Checklist (see appendix 3), which will then be translated into the Facilities Hire Agreement (see appendix 1) once agreed by the school.

The Hire Request Form and Safeguarding Checklist must be returned to the school office. Approval of the request will be determined by either the School Leader or Business Manager.

Once approved, the school will contact the hirer to confirm the arrangements and send details of the emergency evacuation procedures and other relevant health & safety documents along with a Confirmation of hire agreement letter (see appendix 4).

The school will invoice the hirer prior to the letting and payment should be made in advance of the date of the letting.

The school has the right to decline any application at their absolute discretion, in particular where the hirer does not uphold the values of the school.

Long Term Arrangements

Lettings of a period of greater than 1 year may be subject to a formal licence agreement. All agreements of this type must be discussed with the Deputy CEO – Business in the first instance.

Associated Policies

This policy links to:

- Safeguarding and Child Protection policy

Facilities Hire Agreement

for

BEARWOOD PRIMARY & NURSERY SCHOOL

This Agreement is dated ……

PARTIES:

(1) Hamwic Education Trust a charitable company of company number 10749662 and registered address at Unit E Mill Yard, Nursling Street, Southampton SO16 0AJ (the Trust); and

(2) [HIRER] of company number [INSERT] and registered office address at [INSERT] (the Hirer).

BACKGROUND:

(A) Bearwood Primary & Nursery School (the School) is an academy at Barons Road, Bournemouth BH11 9UN which forms part of the Trust. The School site includes the Facilities.

(B) The Hirer wishes to use the Facilities for the purposes of the Intended Use for the Hire Period, and the

Trust is willing to allow the Hirer to hire the Facilities for the Hire Period in exchange for the Charges.

AGREED TERMS:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, the following words and expressions shall have the following meanings:

Agreement: the Agreement between the Hirer and the Trust for the hire of the Facilities in accordance with the Hire Details set out in Schedule 1.

Charges: the charges payable by the Hirer for the use of the Facilities, as set out in Schedule 1.

Deposit: the deposit to secure the booking of the Facilities, as stated in the Schedule 1.

Intended Use: the function for which the Hirer is hiring the Facilities, as specified in Schedule 1.

Hire Period: the period of time agreed for the hire of the Facilities as described in Schedule 1, to include any period of time required to set up and clear the Facilities.

Facilities: HALL / FIELD

1.2 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time. A reference to legislation or a legislative provision includes all subordinate legislation made from time to time under that legislative or legislative provision.

1.3 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.4 A reference to writing or written includes email.

2. CONFIRMATION OF HIRE

2.1 Bookings of the Facilities shall be held provisionally by the Trust for 7 calendar days following initial inquiry by the Hirer, or if such time is not available before the date of the Intended Use, for a maximum of 24 hours. After this time, the Trust reserves the right to release the provisional booking without notice to the Hirer.

2.2 This Agreement shall come into effect on the date of the Agreement, or the date that the Deposit has been paid to the Trust in cleared funds by the Hirer, if later. Until that time, bookings for hire will be treated as provisional.

3. LICENCE AND USE OF FACILITIES

3.1 Subject to clause 6, the Trust grants the Hirer a right for the Hire Period to enter and use the Facilities for the Intended Use in accordance with the terms of this Agreement. The Hirer acknowledges that:

a. the Hirer shall have the right to enter and use the Facilities as a licensee only and no relationship of a landlord and tenant is created between the Trust and Hirer by this agreement; and
b. the Trust retains control, possession and management of the Facilities and the Hirer has no right to exclude the Trust from the Facilities. The Trust reserves the right to enter the Facilities at all times during the Hire Period.

3.2 The Hirer agrees and undertakes:

a. not to use the Facilities other than for the Intended Use;
b. not to do or permit to be done anything on the Facilities which is illegal or which may be or become a nuisance, inconvenience or disturbance to the Trust or to any other Hirers of the Trust, or any owner or occupier of neighbouring property;
c. to comply (and ensure that its staff and agents comply) with the terms of this Agreement and any instructions or notices from the Trust, including all of the Trust's policies and procedures as may be notified to the Hirer from time to time, and use reasonable efforts to ensure that any guests or other persons present at the Intended Use so comply;
d. to permit the Trust to search all bags, boxes and equipment coming into or leaving the Facilities, including those brought onto the Facilities by guests during the Hire Period;
e. not to cause or permit to be caused any damage to the Facilities, including any furnishings, equipment or fixtures at the Facilities;
f. not to smoke or permit smoking (including e-cigarettes) anywhere in the Facilities;
g. not to fix any bolts, nails, tacks, screws, adhesives, tape or other such fixing devices to the walls or fabric of the Facilities;
h. not to display any advertisement, signboards, flag, banner, placard, poster, signs or notices at the Facilities without the prior written consent of the Trust;
i. not to use the Trust's name, trademarks or logos without the Trust's prior written consent, except as necessary for inviting and directing guests to the School, and not to hold themselves out as a representative of the Trust;
j. not to alter, move or interfere with any lighting, heating, power, cabling or other electrical fittings or appliances at the Facilities, or install or use additional heating, power, cabling or other electronic appliances without the prior written consent of the Trust;
k. to use any equipment provided by the Trust, as specified in Schedule 1, for its proper purpose and in accordance with any instructions provided by the Trust regarding its use;
l. to leave the Facilities in a clean and tidy condition and to remove its decorations, displays and any other Hirer equipment from the Facilities at the end of the Hire Period;
m. not to bring or permit to be brought any animal onto the Facilities without the prior written consent of the Trust, with the exception of assistance dogs within the meaning of the Equality Act 2010;
n. to comply with the Trust's safeguarding policy, where the Intended Use involves the teaching or supervision of children, ensuring the correct clearances, including DBS requirements, are applied to the appropriate adults; and

3.3 Car parking facilities are available for guests. The car park is closed to vehicles between 3.15pm and 3:45pm. Cars may not be left at the Facilities overnight.

3.4 The Hirer shall ensure that the guests behave in a responsible and safe manner at the Intended Use, including where applicable by ensuring their compliance with any government guidelines and social distancing measures. The Trust reserves the right to remove or request that the Hirer remove guests that do not do so from the Intended Use and the Facilities.

4. CHARGES AND PAYMENT

4.1 The Hirer shall pay the Charges in accordance with this clause 4.

4.2 The Deposit shall be payable by the Hirer within 14 days of the date of the Agreement.

4.3 The Trust shall issue an invoice for the Charges (less the Deposit), which shall be payable by the Hirer no less than 5 Business Days before the Intended Use.

4.4 The Trust may issue an additional invoice after the Intended Use for any further Charges due which were not included in the invoice issued pursuant to clause 0. Charges invoiced pursuant to this clause 0 shall be payable by the Hirer within 30 days of receipt.

4.5 All amounts payable by the Hirer exclude amounts in respect of value added tax (VAT), which the Hirer shall additionally be liable to pay to the Trust at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.

4.6 If the Hirer fails to make any payment due to the Trust under the Agreement by the due date for payment, then, without limiting the Trust's remedies under clause 6, the Hirer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

4.7 All amounts due under the Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

5. LIABILITY

5.1 The Hirer is responsible for making its own arrangements for the insurance of all events it holds at the Facilities, which must be shared with the school prior to the start of the Hire Period. It is recommended that the Hirer obtains insurance cover with a reputable insurer in respect of all risks which may be incurred by the Hirer arising out of the Intended Use, including without limitation public liability insurance.

5.2 The restrictions on liability in this clause 5 apply to every liability arising in connection with the Agreement including liability in Agreement, tort (including negligence), misrepresentation, restitution, deliberate fault or otherwise.

5.3 Nothing in the Agreement limits any liability which cannot legally be limited, including liability for:

a. death or personal injury caused by negligence; and
b. fraud or fraudulent misrepresentation.

5.4 Subject to clause 0, the Trust shall not be liable for:

a. the death of, or injury to, the Hirer or that of the Hirer's employees, contractors or any other guests or invitees to the Facilities; or
b. damage or theft of any property of the Hirer or that of the Hirer's employees, contractors or other guests of invitees to the Facilities.

5.5 Subject to clause 0, the Trust's total liability to the Hirer in connection with this Agreement shall not exceed the total amount of the Charges payable by the Hirer to the Trust under this Agreement in the 12 months preceding the date of the relevant claim.

5.6 Unless the Hirer notifies the Trust that it intends to make a claim in connection with this Agreement within the notice period, the Trust shall have no liability for that claim. The notice period for a claim shall start on the day on which the Hirer became, or ought reasonably to have become, aware of the incident giving rise to the claim having occurred and shall expire six months from that date. The notice must be in writing and must identify the incident and the grounds for the claim in reasonable detail.

6. CANCELLATION

6.1 Either party may cancel the Agreement by providing at least 4 weeks' notice in writing to the other party.

6.2 The Trust may cancel the Agreement with immediate effect if:

a. the Hirer fails to pay any amount due under the Agreement on the due date for payment;
b. the Hirer commits a material breach of any term of the Agreement;
c. the Hirer takes any action in connection with its entering administration, provisional liquidation or any arrangement with its creditors, obtaining a moratorium, being wound up or ceasing to carry on business; or
d. the Hirer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Agreement is in jeopardy.

6.3 If the Agreement is cancelled under this clause 6, the Trust will use reasonable endeavours to re-book the Facilities but the Trust reserves the right to retain the Deposit and charge a cancellation fee.

6.4 On expiry or termination of the Agreement for whatever reason:

a. any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after completion or cancellation shall remain in full force and effect; and
b. expiry or termination of the Agreement shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of completion or cancellation, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of completion or cancellation.

7. DATA PROTECTION

7.1 Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all legislation and regulatory requirements in force from time to time in the UK relating to the use of personal data and the privacy of electronic communications, including (i) the Data Protection Act 2018 and any successor UK legislation, (ii) the retained EU law version of General Data Protection Regulation ((EU) 2016/679) (UK GDPR), and (iii) the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426).

8. GENERAL

8.1 Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure result from circumstances or causes beyond its reasonable control.

8.2 The Hirer shall not assign, subcontract or deal in any other manner with its rights and obligations under the Agreement without the Trust's prior written consent. The Trust may at any time assign, subcontract or deal in any other manner with its rights under the Agreement.

8.3 Neither party shall use any other party's confidential information for any purpose other than to perform its obligations under the Agreement.

8.4 The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

8.5 No variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

8.6 A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

8.7 If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the extent necessary to make it valid, legal and enforceable.

8.8 The Agreement does not give rise to any rights under the Agreements (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

8.9 The Agreement, and any dispute or claim arising in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim in connection with the Agreement or its subject matter or formation.

This Agreement has been entered into on the date stated at the beginning of it.

Signed by …… for and on behalf of Bearwood Primary & Nursery School

…… Head Teacher

Signed by …… for and on behalf of [HIRER]

…… Authorised representative

Schedule 1

HIRE DETAILS

School's representative:	Name: Natalie Daniels Title: Admin & Finance Email: school@bearwood.poole.sch.uk Tel: 01202 590703 Address: Barons Road Bournemouth BH11 9UN
Hirer's representative:	Name: Title: **Email:** **Tel:** **Address:**
Hirer's VAT number:	
Intended Use:	
Hire Period:	
Additional equipment or other requirements:	[ADDITIONAL EQUIPMENT OR REQUIREMENTS TO BE PROVIDED BY THE TRUST]
Deposit:	£
Charges:	£
Special terms:	

HIRE REQUEST FORM

Contact Information

Name of applicant/organisation and company number (where applicable)	
Applicants contact details	
Preferred method of contact	
Purpose/activity of your organisation	
VAT Number	

Booking Information

Intended use (i.e. reason for letting)		
Part of the premises requesting to be hired		
Date and time of first hire		
Is this a recurring request, or one off? If recurring, indicate the frequency and number of occurrences (e.g. weekly, 10 weeks)		
Number of expected participants in the activity		
Will the activity include children (please circle)	YES	NO
If yes to the question above, please include details of the number and age of children attending and supervision details		
Is the activity exclusively for the children of our school (please circle)	YES	NO
Are you operating independently of the school	YES	NO
Please provide confirmation and details of the safeguarding and child protection arrangements you have in place		
Car Parking Required	YES	NO
Additional equipment or other requirements (room set up, catering, IT requirements, etc.)		

Additional equipment you will be providing yourself	
Further Information	
Public Liability Insurance Provided	
Risk Assessment Provided	

Name of Hirer: _____

Signed: _____ **Date:** _____

Please return this form via email to school@bearwood.poole.sch.uk or to the school office. We will be in touch to inform you if your application is successful, and if so, details of the full cost and documents that will need to be shared.

SAFEGUARDING CHECK LIST FOR SCHOOL LETTINGS

	YES	NO
Does your club/organisation run an activity which includes children and/or vulnerable adults?		

If you have answered 'YES' to the question above, please complete Sections A, B and C below and provide copies of the requested documents with your booking.

If you have answered 'NO' to the question above, please complete Section C below and provide copies of the requested documents with your booking.

SECTION A	**YES**	**NO**
If providing childcare, please confirm that the organisation is registered with Ofsted.		
Please provide Registration details:		
Is your organisation registered with the appropriate national registered body (e.g. FA for football organisations)?		
Please provide details:		
Does your organisation have appropriate safeguarding, recruitment, H&S and governance arrangements in place that are compatible with the DFE Guidance for Keeping Children Safe in Community Activities?		
Please confirm that you have provided a copy of your Safeguarding and Child Protection Policy with your booking.		
Does your organisation have an approved procedure in the event of an allegation being made against a member of your staff or organisation?		
Please confirm that you have provided a copy of your Staff Code of Conduct/Behaviour Policy.		
Does your organisation (and its employees) understand the procedures to follow if you think a child is being abused or neglected?		
Has safeguarding training been given to all staff who may attend the school?		
Does your organisation have robust practices in place which meet the safer recruitment guidance set out by Department for Education in the DFE Guidance for Keeping Children Safe in Community Activities?)		
Does your organisation keep a record of all recruitment and vetting checks and is this kept up-to-date and is available for inspection by the school on request?		
Have the appropriate DBS and safer recruitment checks been obtained for all staff and volunteers who will work with children during your hire (including transporting children as part of the activity)?		
Do you ensure the DBS checks you hold for you and your staff comply with this national guidance: Find out which DBS check is right for your employee - GOV.UK (www.gov.uk)		
Please confirm that at least one member of staff in attendance at any of your booked sessions will hold an Enhanced DBS certificate.		

Can you confirm that your staff or volunteers have not had a break of 3 months or more from employment since their latest DBS disclosure was obtained?		
Can you confirm that you have no reservations about any of your team working supervised or unsupervised in our school with our pupils, any other children present and/or our staff?		

Please provide the name and contact details of your organisation's Designated Safeguarding Lead (DSL):	Name:
	Email:

Please confirm that you have provided details of your Designated Safeguarding Leads (DSL'S) training with your booking.		
Do you have a clear complaints procedure and have you provided a copy with your booking form?		
Do you have a Whistleblowing Policy and have you provided a copy with your booking form?		
Does your organisation keep records and registers of all children attending the activity and obtain parental consent for all attendees?		
Do you have specific arrangements in place for dealing with the collection of children and situations where children are not collected after the activity?		

SECTION B

Please provide the information requested below for all staff and volunteers from your organisation who will be on site at any time during the period of your hires:

Name	Type of DBS check (e.g. Enhanced or Basic) and whether this includes a barred list check	DBS Number	Date DBS check was made (DD/MM/YY)	Trained First Aider (Yes / No)

SECTION C
Please confirm that you have provided the school with a copy of your insurance documentation.
Do you have a trained first aider in attendance at all times and suitable first aid equipment available for use if required?
Have you provided copies of your trained First Aiders' certificates with your booking forms?
Do you have appropriate arrangements in place for other emergencies, including a fire plan?
Have you meet with an appropriate member of school staff (Business, Operations or Site Manager) to understand the school's emergency evacuation plans?
Do you have risk assessments in place? Will you make them available to the school on request?
Are you aware of the arrangements that are in place to liaise with a member of school staff if there are any particular concerns about the safety or security of the site?
Will you be using any potentially hazardous equipment? If yes, please add details below:
If using potentially hazardous equipment, can you confirm that it will be operated by suitably trained staff, and it will be supervised at all times by an adult member of staff?
If using potentially hazardous equipment, please provide the school with all risk assessments in relation to this activity.

DECLARATION FROM HIRER

We understand that it is the hirer's responsibility to advise the school if any of the details on this Safeguarding form change.

We agree to notify the school of any changes, including:

1. Adults present on site.
2. Our Ofsted or any other registration, if applicable to us.
3. Any other changes such as attendance of children or activities taking place.

Where children are present during our booking:

1. We confirm that all our staff are DBS checked and have no convictions (previous or pending) and will ensure we will update the school with details of any adult joiners or leavers.
2. We confirm that should any safeguarding concerns present themselves during the hire, we will contact Cheryl Smith or Hayley Goodfellow as soon as reasonably practicable.
3. We understand that if the school receives an allegation relating to an incident during our hire, they will follow their usual safeguarding procedures and inform the local authority designated officer (LADO).

Signed on behalf of organisation:	**Date:**
Print Name	
Telephone number:	**Email address:**

IMPORTANT NOTICES

1. Please note that the information you provide will be reviewed by our Designated Safeguarding Lead (DSL) before we can proceed with your booking.
2. All changes will need to meet the same safeguarding criteria applied for your original, approved application.
3. Random spot checks will take place during every term throughout the school year and any hirer found to be in breach of our safeguarding conditions will be referred to our DSL who may decide to suspend or terminate your booking.