Lettings Policy



Fairholme Primary School

Approved by Governing Body:
Date of Next Review: September 2027
Responsible for Policy: School Business Manager

1. Purpose

Fairholme Primary School recognises the important role that the school can play as a resource and hub for the local community. The Governing Body supports the appropriate use of school premises by community groups, organisations and other hirers where this is compatible with the school's primary purpose of providing education and maintaining a safe and secure environment for pupils and staff.

The school will seek to make appropriate facilities available for hire where this does not interfere with the education of pupils, school activities, the security of the site or the efficient operation of the school.

The school will not normally let its premises at a financial loss. The Governing Body may approve different charges for different types of use where appropriate, but the school's delegated budget must not be used to subsidise non-school activities unless this is expressly permitted.

The Governing Body delegates the day-to-day administration of lettings to the Headteacher and/or School Business Manager in accordance with this policy.

2. Scope

This policy applies to all individuals, groups, organisations and businesses hiring or using any part of the school premises for activities that are not directly organised by Fairholme Primary School.

This includes both:

Single lettings – where facilities are hired on a one-off or occasional basis.

Regular or continuous lettings – where facilities are hired repeatedly over a number of weeks, months or school terms.

All lettings, including those where no charge is made, must be appropriately authorised and subject to the school's conditions of hire.

3. Approval of Lettings

The Headteacher and School Business Manager will consider applications to hire school premises on behalf of the Governing Body.

In deciding whether to approve a letting, consideration will be given to:

- the nature and purpose of the proposed activity;
- safeguarding implications;
- health and safety considerations;
- the suitability of the premises for the proposed activity;
- the potential impact on pupils, staff, neighbours and other users;
- security and access arrangements;

- insurance requirements;
- staffing, cleaning and caretaking requirements;
- any additional risks arising from the activity; and
- whether the proposed use is consistent with the school's values, policies and legal obligations.

Long-term occupation, lease, licence to occupy, or other arrangements granting ongoing exclusive use of school premises are not considered standard lettings under this policy and require the approval of the Full Governing Body and any necessary Local Authority consent before implementation

The school reserves the right to refuse an application for hire.

No applicant has an automatic right to hire or continue hiring school premises.

4. Letting Agreement

Every letting must be covered by a written Letting Agreement and the school's Conditions of Hire. The agreement must identify the individual or organisation responsible for the letting and specify the areas of the school that may be used, the permitted activity, dates and times of use, charges and any special conditions. A booking will not be regarded as confirmed until the school has approved it and the required documentation has been completed.

Where the nature of a letting changes significantly, the school may require a new application, risk assessment and/or Letting Agreement.

The hirer must not transfer, assign or sub-let the booking to another person or organisation without the school's prior written permission.

5. Named Responsible Person

The hirer must nominate a responsible adult who will be present on the premises throughout the period of hire.

The named person will be responsible for ensuring that:

- the conditions of hire are followed;
- participants and visitors behave appropriately;
- health, safety and safeguarding requirements are observed;
- attendance information is available where required for emergency evacuation;
- fire exits and emergency routes remain unobstructed;
- access is restricted to the areas included in the booking;
- school security is not compromised; and
- the premises are left in an appropriate condition.

The school must have appropriate contact details for the named person.

6. Safeguarding and Child Protection

Safeguarding children is a priority for Fairholme Primary School.

Any hirer providing activities or services involving children or young people must have appropriate safeguarding arrangements in place and comply with applicable safeguarding legislation and statutory guidance.

Where relevant to the activity, the school may require evidence of:

- the hirer's safeguarding and child protection policy;
- appropriate safer recruitment procedures;
- appropriate Disclosure and Barring Service (DBS) checks;
- the identity and contact details of the hirer's designated safeguarding lead or responsible safeguarding person;
- appropriate supervision arrangements;
- procedures for responding to and reporting safeguarding concerns; and
- any other safeguarding documentation reasonably required by the school.

The hirer must immediately report any safeguarding concern to the school's Designated Safeguarding Lead (DSL), or other designated school contact where the DSL is unavailable, arising on school premises in accordance with the school's safeguarding arrangements and the hirer's own statutory responsibilities.

The hirer must ensure that its staff, volunteers, contractors and participants do not have unauthorised access to pupils or to areas of the school that are outside the agreed letting.

Where school pupils are present during a letting, appropriate arrangements will be put in place to manage access to the site and minimise unauthorised contact between hirers and pupils. The arrangements required will be determined according to the nature, location and timing of the letting. Where activities involving children take place while school pupils are on site, additional safeguarding, supervision and site-separation arrangements may be required.

The school reserves the right to refuse or immediately terminate a letting where safeguarding requirements are not met.

7. Equality and Inclusion

The school will manage lettings fairly and in accordance with its legal obligations.

Hirers must not use the premises for activities that unlawfully discriminate against, harass or victimise individuals or groups. Hirers must comply with applicable equality legislation and relevant school policies while using the premises.

The school reserves the right to refuse or terminate a letting where the proposed or actual use conflicts with these requirements.

8. Lawful and Appropriate Use

School premises must only be used for the purpose stated and approved in the Letting Agreement.

The hirer is responsible for ensuring that activities conducted on the premises comply with the law and that any licences, permissions, qualifications or registrations required for the activity are in place.

The premises must not be used for unlawful activities or for activities that could reasonably be expected to create an unacceptable safeguarding, health and safety, security or reputational risk to the school.

Any proposed political use of the premises must be referred to the Headteacher and Governing Body and will only be permitted where lawful and specifically authorised. Use of the premises as an official polling station may be permitted or required in accordance with electoral arrangements.

The school reserves the right to refuse, cancel or terminate any letting where it reasonably believes the activity may be inconsistent with the Prevent Duty, promote extremist views, or otherwise present a risk to the safety, welfare or cohesion of the school community.

9. Health and Safety

During the letting, the hirer's named responsible person is responsible for managing the activity safely and complying with the school's Conditions of Hire and relevant health and safety requirements.

The school will provide appropriate information about emergency arrangements and any relevant site hazards or restrictions.

The hirer must comply with reasonable instructions given by the Headteacher, School Business Manager or other authorised member of school staff.

Where appropriate, the hirer will be shown:

- emergency exits and evacuation routes;
- the fire alarm arrangements;
- the location of relevant firefighting equipment;
- the designated assembly point; and
- procedures for contacting the school in an emergency.

The hirer must ensure that emergency exits, fire doors and evacuation routes remain unobstructed at all times.

The hirer is responsible for the safe supervision of everyone attending its activity.

10. Higher-Risk Activities and Vehicle Use

Activities presenting additional risks, including activities involving vehicles, machinery, sports, physical training or specialist equipment, will only be permitted following specific approval by the

school. Such activities must be supported by a suitable and sufficient risk assessment and any additional documentation required by the school.

Where vehicles or powered equipment are used on school grounds, the school may impose additional conditions concerning:

- physical separation from pupils and pedestrians;
- operating areas;
- vehicle movements and speed;
- access and egress;
- supervision;
- barriers or exclusion zones;
- operating times;
- emergency arrangements; and
- insurance.

Where school pupils are present, the safety and safeguarding of pupils will take priority over the letting activity.

11. Risk Assessments

The hirer must comply with relevant school risk assessments and site safety arrangements.

The hirer is responsible for carrying out suitable and sufficient risk assessments for its own activities where required.

Copies must be provided to the school on request and may be required before the letting is approved.

The school may impose additional control measures where it considers these necessary to protect pupils, staff, visitors, property or other users.

12. First Aid and Emergencies

The hirer is responsible for ensuring that appropriate first-aid arrangements are available for its activity, taking account of the nature of the activity and the people attending. Where appropriate, the hirer must provide a suitably qualified first aider. The hirer must have arrangements for contacting the emergency services and must inform the school's designated contact of any serious accident, incident, emergency or near miss occurring on school premises.

The hirer is responsible for contacting the parents or carers of children attending its activity where necessary.

Accidents and incidents must be recorded and reported in accordance with the school's requirements and any applicable legal obligations.

13. Fire Safety

Hirers must comply with the school's fire and emergency procedures. The named responsible person must ensure that they understand the relevant evacuation procedures before the activity begins.

Where appropriate, the hirer must maintain an accurate register or other suitable record of persons attending so that appropriate checks can be made during an evacuation.

Fire doors and escape routes must not be blocked or interfered with.

Any fire, evacuation or activation of the fire alarm must be reported to the school.

14. Equipment and Electrical Safety

Equipment must not be brought onto the school site without appropriate approval where required by the school.

The hirer is responsible for ensuring that any equipment it brings onto the premises is safe, suitable for its intended purpose and used by appropriately competent persons.

Electrical equipment must be appropriately maintained and inspected. Where required by the school, evidence of appropriate electrical safety inspection/testing must be provided.

The school may prohibit the use of any equipment it considers unsafe or unsuitable.

School equipment must not be used without prior permission.

15. Food and Cooking Facilities

School kitchens and cooking facilities must not be used without prior permission from the Headteacher or School Business Manager.

Where food is prepared, supplied or sold, the hirer is responsible for complying with applicable food hygiene, allergen and food safety requirements.

16. Smoking, Vaping, Alcohol, Drugs and Gambling

Smoking and vaping are prohibited on the school site. The possession, supply or use of illegal drugs is prohibited.

Alcohol must not be brought onto, sold or consumed on school premises unless the school has expressly authorised this in writing and all necessary licences and safeguards are in place.

Gambling activities will not normally be permitted and must not take place unless expressly approved by the school and lawful.

Any breach may result in immediate termination of the letting.

17. Parking and Vehicle Access

Vehicle access to the school site will be controlled by the school. Access to the school car park may be restricted, particularly when children are present. Hirers must comply with all instructions concerning parking, deliveries, vehicle movements and pedestrian safety. Parking on the school site is at the vehicle owner's risk unless liability arises from the school's negligence.

18. Toilets and Indoor Accommodation

The facilities available to the hirer will be identified as part of the booking.

Toilet facilities and indoor accommodation may be made available subject to prior agreement.

Where outdoor activities are affected by severe or unsuitable weather, access to indoor accommodation will only be permitted where this has been agreed with the Headteacher or School Business Manager.

19. Insurance

Hirers are responsible for ensuring that they have adequate insurance for their activities.

The school does not provide insurance on behalf of hirers for personal injury, accident, loss, damage or liabilities arising from the hirer's activities.

Before a letting is approved, the school may require evidence of appropriate public liability insurance and any other relevant insurance.

The level of cover required will be determined according to the nature and risk of the activity and any requirements of the school's insurer or local authority.

As a general guide, the school may require public liability cover of at least £2 million for lower-risk activities and £5 million or more for higher-risk activities. The school reserves the right to require a higher level of cover where appropriate.

The hirer must notify the school if relevant insurance expires, is cancelled or materially changes during the period of the letting.

20. Charges and Payment

Charges for hiring school premises will be determined by the Governing Body or under authority delegated by it.

Charges may take account of:

- the facilities being used;
- the duration and frequency of the letting;
- staffing and caretaking costs;
- heating, lighting and utilities;
- cleaning;
- security;

- administration;
- the nature of the activity; and
- any additional costs incurred by the school.

Charges and payment arrangements will be stated in the Letting Agreement or associated schedule of charges.

The Schedule of Charges will be reviewed annually by the Finance and Resources Committee as part of the budget-setting process.

Any letting approved at a reduced rate, free of charge, or below full cost recovery must be authorised by the Finance and Resources Committee or, where urgency requires, by the Chair of the Finance and Resources Committee, with the decision reported to the next committee meeting.

Regular hirers will normally be given reasonable notice of changes to charges or conditions, wherever practicable at least one half-term's notice.

Income from lettings will be reported against budget as part of the school's termly budget monitoring arrangements

21. Damage, Loss and Liability

The hirer is responsible for taking reasonable care of school premises, fixtures, fittings and equipment. The hirer may be charged for damage, loss, additional cleaning or other costs arising from its use of the premises, except where the damage or loss is attributable to the school. Any damage must be reported to the school promptly.

School staff and authorised representatives may enter any part of the premises during a letting where reasonably necessary to inspect the premises, address a safety or security concern, or ensure compliance with the Letting Agreement.

22. Cleaning and Security

Responsibility for cleaning, caretaking and security arrangements will be stated in the Letting Agreement. Where the school incurs additional cleaning, caretaking, repair or security costs as a result of a letting, these costs may be charged to the hirer.

School site staff will normally be responsible for opening and securing the school unless alternative arrangements have been specifically authorised.

Keys, access cards, security codes or other means of access must not be copied, shared or passed to unauthorised persons.

The hirer must ensure that areas not included in the booking are not accessed.

23. Data Protection

Hirers are responsible for complying with applicable data protection legislation in relation to personal information they collect or process as part of their activities.

Personal information relating to pupils, parents, staff or other school users must not be accessed, photographed, recorded or processed without appropriate authority and a lawful basis.

Any suspected loss or unauthorised disclosure of school-related personal information must be reported to the school immediately.

24. Photography and Recording

Photography, filming or audio recording must be managed appropriately, particularly where children are present. Hirers are responsible for obtaining any permissions or consents required for their own photography, filming or recording activities. Hirers must comply with any restrictions imposed by the school concerning photography or recording on the premises.

25. Cancellation and Termination

The school reserves the right to cancel or terminate a letting where reasonably necessary.

Reasonable notice will normally be provided. However, the school may terminate a letting immediately where:

- the hirer breaches the Letting Agreement;
- safeguarding concerns arise;
- there is a significant health and safety risk;
- insurance requirements are not met;
- unlawful activity is suspected;
- the premises are being used for an unauthorised purpose;
- behaviour presents an unacceptable risk or nuisance; or
- school security is compromised.

The Letting Agreement will specify applicable cancellation charges and refund arrangements. The school will not accept liability for consequential losses arising from cancellation except where legally required.

26. Conduct, Noise and Neighbours

Hirers are responsible for the behaviour of participants, visitors and guests attending their activities. Noise must be kept at a reasonable level and the hirer must take reasonable steps to avoid causing nuisance, disturbance or offence to neighbouring residents, other users or the wider community. The school may terminate a letting where behaviour or noise is unacceptable.

27. Complaints

Complaints made by hirers about the school will be considered through the school's appropriate complaints procedure. Where the school has concerns about a hirer, the Headteacher or School Business Manager will normally raise the matter with the hirer's named responsible person.

Where concerns cannot be satisfactorily resolved, the school may impose additional conditions, suspend or terminate the letting, or refer the matter to the Governing Body as appropriate.

Serious safeguarding, health and safety or legal concerns may result in immediate action.

28. Declaration of Interests

Governors and members of staff must declare any personal, financial or other relevant interest they have in a proposed or existing letting. Declarations will be managed in accordance with the school's arrangements for conflicts of interest and, where appropriate, formally recorded in meeting minutes. A person with a relevant conflict of interest must not improperly influence the decision to award or continue a letting.

29. Associated Documents

The following documents should be used alongside this policy as appropriate:

- Lettings/Booking Application Form;
- Booking Procedures Checklist;
- Conditions of Hire;
- Letting Agreement;
- Schedule of Charges;
- Safeguarding and Child Protection Policy;
- Health and Safety Policy;
- Equality Policy;
- Complaints Policy;
- relevant risk assessments;
- emergency and evacuation procedures; and
- evidence of the hirer's public liability and other required insurance.

Additional documentation may be required depending on the nature of the activity.

30. Monitoring and Review

The Headteacher and School Business Manager will monitor the operation of lettings and report significant issues to the Governing Body as appropriate.

The Governing Body will review this policy periodically and sooner where there are significant changes to legislation, statutory guidance, local authority requirements, insurance requirements or the school's circumstances.