

Policy: Lettings Policy
F&R approval: July 2026
Ratified FGB: July 2026
Review: July 2027

Holy Trinity Church of England (VA) Primary School



Believe • Achieve • Inspire •

Lettings Policy **(to include After School Clubs/External Providers as applicable)**

SCHOOL VISION

Our vision is for our pupils to flourish in an inclusive, inspirational place of learning where we are happy, respectful, kind and safe.

At Holy Trinity Church of England Primary School our Christian vision shapes all we do.

*"I know that there is nothing better for people than to be happy and to do good while they live."
Ecclesiastes 3:12.*

- we facilitate opportunities so every child can flourish in a place where they feel **safe, happy and confident**.
- staff **well-being** and professional development is valued and supported in order to fulfil their roles, **inspire** others and experience personal **fulfilment**.
- the school provides facilities that enables our pupils to reach their potential in an **optimum learning environment**.
- the **school plays a central role within our community** and enjoys strong **links with the church, local companies and other schools**.
- we create a culture of vigilance to **safeguard** all children.

*'I know that there is nothing better for people than to be happy and to do good while they live.'
Ecclesiastes 3:12*

INTRODUCTION

The Governing Board regards the school buildings and grounds (which are owned by the Diocese of Oxford and RBWM) as a community asset and will make every reasonable effort to enable them to be used as much as possible. However, the overriding aim of the Governing Board is to support the school in providing the best possible education for its pupils, the promotion of equality of opportunity and the community cohesion of the local area. Any lettings of the premises to outside organisations will be considered with this in mind.

The Governing Board will endeavour to maximise the use of the school for the benefit of the local community without detriment to the children, the school staff or its site. To this end groups and individuals may hire certain parts of the school's facilities, subject to availability and appropriate usage, and in accordance with the terms and conditions for hire as determined by the Governing Board. It is important that requests for lettings are fully considered and that the lettings are properly documented to ensure all parties are aware of their mutual responsibilities around the hire agreement, equipment usage, behaviour, risks, safeguarding, lone working and health and safety.

The Governing Board delegate the day-to-day responsibility and decision making to the Headteacher, who will arrange for the necessary accounting and administrative procedure in accordance with Royal Borough of Windsor and Maidenhead's Financial Regulations.

DEFINITION OF A LETTING

A letting may be defined as:

Any use of the school buildings and grounds by parties other than the school staff. This may be an individual or 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 day, which is to provide a high standard of education for all its pupils.

The following activities fall within the corporate life of the school. These activities are not considered to be lettings and costs arising from these uses are therefore a legitimate charge against the school's delegated budget:

- Governing board meetings
- Extra-curricular activities for pupils organised by the school and led by school staff
- School performances and events
- Family learning
- Parents' meetings
- Meetings of the Parent & Teacher Association
- Parent & Teacher Association organised events

TYPES OF AGREEMENT

There are two basic types of Agreement that are envisaged for the school lettings. It is suggested that these standard types of agreement will cover the types of issues outlined above and cover the majority of scenarios.

1. School Letting Agreement

This is expected to cover the hire of rooms and/or the grounds for occasional use of space, e.g. use of school halls etc. where the Governing Board retains control of access to the grounds and building, i.e. the third party is dependent on the school as key holder to the school site. An agreement application form is attached in Appendix 2 and will be arranged by the school Bursar. The school will ensure that the lettings terms and conditions are attached to the Agreement, all the blanks are filled in and it is signed prior to occupation.

- The Agreements should only cover up to one term/holiday period at a time.

'I know that there is nothing better for people than to be happy and to do good while they live.'
Ecclesiastes 3:12

- The hire 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 it or of creating any tenancy between the school and the Hirer.

2. Formal 'Property' Agreement

This may be a lease or licence and would be required in a contract of agreement and number of scenarios;

- The Hirer is to have independent access to the rooms/building it wishes to use.
- The occupation is expected to be of a long term nature.
- The Hirer is providing a business use not linked to the school's educational role.
- The Hirer is expected to take on more responsibilities for its use, e.g. perhaps the level of repair, health and safety issues etc.

APPLICATIONS FOR LETTINGS

All individuals or organisations seeking to hire the school premises should approach the school Bursar who will follow this up with the Headteacher. Details of any charges and conditions of use should be given or referred to. A record of all enquiries should be kept on file. The Headteacher will decide on the application with consideration to:

- The purpose for letting the premises
- The availability of the facilities
- The school's equal opportunities, health and safety, safeguarding and child protection policies
- The health and safety considerations such as numbers of users, type of activity, qualifications and suitability of instructors/adults, behaviour management and procedures and risk assessment measures
- Insurance and liability

Once a letting has been approved, a letter of confirmation will be sent to the hirer, enclosing a copy of the terms and conditions and the Lettings Contract.

- The Lettings Contract should then be signed and returned to the school. The school shall be in receipt of these signed copies before a letting takes place.
- The School may at its direction demand full payment of its charges or part thereof in advance before or during the duration of this agreement.
- All lettings fees received will be paid into the school's bank account. The income and expenditure relating to lettings should be clearly recorded by the school and reported under the guidelines for Consistent Financial Reporting.
- The Headteacher on behalf of the Governing Board has the right to refuse an application, and no letting should be regarded as "booked" until approval has been given in writing and a deposit is paid received in full.
- The reason for refusals should be recorded on the bottom of the application for lettings form and fully explained to the enquirer.

LETTING PERIOD, TIMES, FACILITIES AND EQUIPMENT

The School Bursar oversees the lettings timetable and lettings will occur either before, during or after school including weekends without detriment to the running of the school day or impact on children's learning.

The Headteacher and School Bursar with the Hirer will agree the duration of lettings, the location within the school, the start and end time of each letting session and access to school facilities. This will usually be reviewed each term and the caretaker will be notified. Each letting time and duration differs depending of

'I know that there is nothing better for people than to be happy and to do good while they live.'
Ecclesiastes 3:12

the type of letting and the purpose of the letting. The minimum hire is 1 hour. The contract in Appendix 1 will be completed to include the hire information agreed.

The following times, facilities and equipment available are as follows:

- Hall, Kitchen and Toilet (entrance via playground)
- Field
- Playground
- Other areas by negotiation with the Headteacher
- Monday to Friday 3.30pm to 9.00pm
- Weekends 8.00am to 10pm
- Holidays Monday to Friday 8.00am to 8.00pm

Where the school provides electrical equipment the school will ensure it is PAT tested through the RBWM. If a Hirer provides their own electrical facilities, these must be PAT tested.

LETTING CHARGES

The Governing Board and Headteacher are responsible for setting charges for the letting of the school premises. The scale of charges will be reviewed regularly by the Governing Board for implementation from the beginning of the next financial year, with effect from 1st April of that year.

For the purpose of charging, the Headteacher is empowered to determine to which group any particular individual or organisation belongs. They are also able to offer any discounts or agree a subsidy for any lettings, as they deem appropriate. The basis of charging will be determined by the purpose for which a letting is arranged and the benefit to the school community.

The school is constrained by law to apply value added tax to all transactions where this is appropriate. The letting of rooms for non-sporting activities is exempt of VAT, whereas sports lettings are subject to VAT. VAT is payable on all equipment with the exception of tables, chairs and sports equipment.

Payment of lettings will be each term to the school office. For short term lettings this will be done on a monthly basis and in advance. The Hirer will be responsible for payment to the school by BACS and made payable to RBWM.

HIRER

The minimum age for a lead person hiring the hall is 21 years of age or above. The Caretaker is the school's representative on site during lettings and hirers should liaise with him/her concerning specific requirements such as setting out chairs and equipment.

The Caretaker has authority to take any necessary action to protect the school's interest during any letting. This will be reported to the School Bursar or Headteacher. Failure by the users to comply with a reasonable request from the school concerning the letting or if the users fail to observe all the conditions contained within the Contract to Hire form (Appendix 1) and this document could result in the letting being terminated and/or future bookings being cancelled.

The school should ensure that the terms of any contract for lettings such as supplementary schools; theatre groups; sports activities etc., that will require the contractor to employ staff or use volunteers to work with, or provide services for children, regardless of whether they attend the school or not, also requires the contractor to adopt and implement the measures described in this guidance.

INSURANCE

The public liability insurance provided by the RBWM already insures schools against claims for injury or damage to members of the public that may arise due to negligence.

'I know that there is nothing better for people than to be happy and to do good while they live.'
Ecclesiastes 3:12

All organisations wishing to use school premises should have their own public liability insurance to cover them for any services and activities they provide, and must have their own employers' liability insurance if employing staff or volunteers. The original insurance document must be seen and a copy taken by the school and kept on file.

All Hirers not covered within the Royal Borough of Windsor & Maidenhead insurance must carry sufficient insurance (currently £5M public liability and £10,000 property excluding fire). Hirers must produce evidence of such insurance prior to the event or alternatively 10.4% will be added to the invoice to be included within the school's public liability cover for one-off school hall hire.

ENVIROMENTAL REQUIREMENTS

In order to cause the least inconvenience locally any letting within the school must terminate within the hour for a short letting or by 10pm. It is expected that users will have vacated the premises and school site by 10pm and that any music etc. will be terminated well in advance to allow vacation by 10pm.

The school site is a no smoking and nut free zone. Animals are not permitted on the school site unless agreed by the Headteacher.

HEALTH AND SAFETY

Lettings are subject to any safety recommendations made by the RBWM Health & Safety Officer and the Fire Safety Officer.

The Headteacher will ensure that:

- The means of access and egress are safe for the use of hirers, and that all plant and equipment made available to and used by the hirers are safe (this would include any equipment supplied by the hirer). If the Headteacher knows of any hazard associated with the above, hirers must be made aware of it.
- Fire escape routes and exits are clearly marked for the benefit of unfamiliar users of the building, particularly during the hours of darkness.
- Hirers of the building are briefed about the location of emergency telephones, fire escape routes, fire alarms and firefighting equipment. Notices regarding emergency procedures should be prominently displayed.
- Hirers using any equipment or facility provided by the school are familiar with its safe use and, if necessary, briefed accordingly.
- Arrangements are made for checking the security and condition of the premises and equipment used after vacation by the hirer or his/her staff.
- Hirers will provide first aid equipment, however the school will provide access to a basic first aid kit on site.
- The school does not accept that children should be discriminated from attending a club because of SEN + disability or medical grounds.
- Parents and Hirers will agree procedures and actions for children who have specific medical conditions. Any medication or medical equipment will be provided by the parent either from home or notification to the school to release this to the hire club. Hirers will be responsible for the care of medication and medical resources and will return it to the adult responsible for collecting the child.

SAFEGUARDING

Hirers providing services to children, whether pupils at the school or others, must have policies and procedures in place to ensure children's safety, and must provide evidence of these to the school as required e.g. insurance documents, activity and equipment risk assessments and DBS checks. Hirers are not permitted to

'I know that there is nothing better for people than to be happy and to do good while they live.'
Ecclesiastes 3:12

photograph or advertise using images of any children without prior written permission from the school or the parents.

If the Headteacher has any concerns about whether a particular request for a letting is appropriate or not s/he will consult with the Bursar to seek more information. This may include concerns relating e.g. to safeguarding of children or the suitability of a company or the key hirer and their members of family or staff.

All safeguarding concerns and actions taken will be communicated to the school if there has been an incident of children at risk or subject to safeguarding and child protection issues while on the school site.

The hirer is responsible for the behaviour and safety of all pupils while in their care. Any concerns raised or incidents raised must be dealt with in the first instance by the club leader. The provider will use their own Behaviour Policy and procedures to deal with the incident. All incidences should be reported immediately to a member of the school staff and recorded. If a parent/carer of a child attending a club has a concern about the running of the club, they must be directed to the school's online Complaints Policy and Procedures by the club leader. It may also be appropriate to obtain the club's own Complaints Policy and raise a complaint directly with the provider.

Should a child be banned from attending a club as a result of the providers Behaviour Policy, the decision will be reviewed after 3 months.

PARKING

There are several parking spaces within the school grounds and visitors should use the car park in the first instance. Users are not permitted to use the playing fields or playground for parking cars. The school does not take responsibility for any loss or damage to vehicles on site.

CANCELLATIONS

During bad weather or building maintenance, it may become necessary for the school to postpone or cancel the use of the field or rooms at short notice. Whilst every effort will be made to inform hirers, giving as much notice as possible, this may not always be possible and the School Governors and Headteacher reserve the right to cancel up to the scheduled start of the letting.

RESPONSIBILITY

No school equipment must be moved during the letting unless this has been agreed beforehand. The hall, rooms and all areas used must be left clean in and tidy at the end of a letting. It is the responsibility of the hirers to ensure the safety of the premises and the good conduct of people present during the letting.

Any breakage or damage caused must be reported to the school and will be charged at the cost of reparations.

Consent for the sale or consumption of alcohol must be obtained from the Headteacher acting on behalf of the Governing Board. Application for a licence must be applied for at the appropriate time by the hirer. An annual report on lettings will be made to the Governing Board through the Finance and Resource Committee in the summer term and will include information on users, finances, incidents and accidents, enquiries, and any lettings refused.

This policy was adopted by Holy Trinity CE Primary School and agreed by the Finance and Resource Committee and ratified by the Full Governing Board.

Approved by.....on behalf of the School Governing Board.

Signature:.....

Date:.....

'I know that there is nothing better for people than to be happy and to do good while they live.'
Ecclesiastes 3:12

CONTRACT FOR HIRE OF SCHOOL ACCOMMODATION AND EQUIPMENT BY INDIVIDUALS, FIRMS AND COMPANIES.

CONTRACTS ARE NOT ENTERED INTO WITH A CLUB. IF A HIRING IS REQUIRED ON BEHALF OF A CLUB THE CONTRACTING PARTIES SHALL BE THE SCHOOL AND AN OFFICER OF THE CLUB AND THE HIRER SHALL BE LIABLE TO THE SCHOOL FOR ALL DEBTS THAT SHALL ARISE UNDER THIS AGREEMENT.

IN CONSIDERATION OF HOLY TRINITY SCHOOL AGREEING TO LET ME

NAME

ADDRESS

.....POST CODE

TELEPHONE NO

OCCUPATION

The following accommodation (state your requirement/rooms/hall/accommodation/etc.)

.....

Plus (where applicable) any additional equipment (e.g. School Piano/Radio/TV/Shower facilities, etc.)

Please specify.....

FOR THE PURPOSE OF (state Purpose of Letting)

.....

ON (insert date(s):

FROM (insert times):IN ACCORDANCE WITH THE SCHOOLS LETTINGS POLICY,
CONDITIONS OF HIRE AND SCALE OF CHARGES.

I HEREBY AGREE:

- 1 to hire and use the said accommodation/equipment in accordance with the school's Lettings Policy and conditions and charges which I confirm that I have read and seen.
- 2 that the School may at its direction demand full payment of its charges or part thereof in advance be it before or during the duration of this agreement whereupon I shall pay the School's charges on demand.
- 3 that I have read, understood and shall observe and fulfil all the following Conditions:

'I know that there is nothing better for people than to be happy and to do good while they live.'
Ecclesiastes 3:12

- (a) I agree that all requirements relevant to the letting will be complied with including obtaining any necessary licence (e.g. for the sale of intoxicating liquor) and that all personnel employed by the hirer or involved in any activity concerned will be advised of these conditions
- (b) I shall not bring any dangerous or toxic substances on to the premises
- (c) I shall not allow animals on site
- (d) I shall not allow smoking on site
- (e) Three clear days' notice is required in the event of the need to cancel a booking. If due notice is not given I will be required to pay the full hire charge
- (f) VAT may be applicable in certain circumstances and for certain lettings. I have enquired at the time of booking whether VAT is payable
- (g) I will ensure that a responsible person will be present on the premises at all times during the period for the letting
- (h) I accept full responsibility for the damages to or theft of the School's and the Royal Borough of Windsor & Maidenhead's property occurring during the period for which the premises are hired
- (i) I shall notify the School of any damage resulting from the hire of the premises within 24 hours of such hire
- (j) Any cleaning undertaken which, in the opinion of the Officers of the School, occurs as a result of the hiring and outside the scope of the agreed hire charge, will be charged to me at the appropriate rate
- (k) The School and the Royal Borough of Windsor and Maidenhead accepts no responsibility whatsoever and howsoever caused, for the loss of personal property brought into or left in the premises during the letting
- (l) If I discover a hazard in regard to access to School premises or the equipment to be used, I shall take action to make the School's representative aware of the hazard
- (m) I agree that no equipment will be used without the prior approval of the Headteacher of the School or the School's representative, as the case may be, and that the installation of my equipment will be carried out by competent personnel
- (n) I accept that I shall familiarise myself with the position of telephones, escape routes, fire alarms and fire-fighting equipment. Notices regarding the procedures in relation to action in the event of a fire will also be studied and the information passed on by me to the users and any other person concerned
- (o) I shall not during the hire period cause or permit any nuisance or annoyance to any other users of the premises or to persons living in the locality of the premises
- (p) I shall indemnify the School and the Royal Borough of Windsor & Maidenhead against all claims, costs, demands, expenses, actions or liabilities howsoever caused, arising from the use of the premises by myself apart from claims and actions arising through the negligence of the Royal Borough of Windsor & Maidenhead, its servants or agents, the School or its governing body
- (q) I further agree to effect Third Party insurance against any legal liability for loss, damage, demand or proceedings whatsoever, arising under any statute or at common law for damage to property, which shall include the hire premises, or personal injury or death of any person whosoever, caused during or by circumstances arising from, related to or connected with the hire of the premises on the following basis:-
 - (i) Accidental bodily injury including death to third parties and further in respect of damage to their property – not less than £5 million
 - (ii) Accidental damage caused by fire to the premises on hire - £5 million
 - (iii) Accidental damage caused to the premises on hire other than fire
- (r) In accordance with Paragraph (o), I agree to pay an additional insurance premium of 10.4% for regular hirers based upon the hire charge in respect of the above insurance conditions, unless I can demonstrate that any own insurance cover satisfies the specified conditions. Where the hire does not form part of a regular hire, i.e. on a weekly or monthly basis then a minimum charge of £2.60 will apply or 10.4% whichever is the greater. Where this charge is levied, the hirer should note that there is an excess of £250 in respect of paragraph (i) hereof and that the insurance does NOT provide cover for Political Parties or Professional Entertainers.
- (s) I acknowledge that should I fail to pay the hire charge or any part thereof the School or the Royal Borough of Windsor & Maidenhead may pursue this as a debt and shall be entitled to charge interest on any amount outstanding after the date on which it has become due i.e. within one month from the date of the account.

'I know that there is nothing better for people than to be happy and to do good while they live.'
Ecclesiastes 3:12

SIGNATURE OF HIRER.....

(where hirer is an individual)

OR

AUTHORISED SIGNATORY

(where hirer is a firm or company)

POSITION..... DATE

WITNESSED BYNAME OF WITNESS

(signature)

ADDRESS OF WITNESS

.....POST CODE.....

OCCUPATION

The account in respect of payment for the hire of the said accommodation/equipment should be forwarded to:

.....

.....

If the hirer is a firm this Agreement must be signed by a partner of the firm. If the applicant is a limited company this Agreement must be signed by a director or the secretary of the company. THIS FORM TO BE RETURNED TO THE SCHOOL CONCERNED AT LEAST 7 DAYS BEFORE THE PROPOSED DATE OF LETTING.

'I know that there is nothing better for people than to be happy and to do good while they live.'
Ecclesiastes 3:12

Appendix 2 SCHOOL LETTING – INITIAL LETTING APPLICATION FORM
Name of Applicant:
Address (Individual or organisation):
Telephone Number:
Name of Organisation:
Activity of Organisation:
Registered Charity/ Company registration numbers:
Details of Premises Requested and Purpose: (Hall, Playground, Football Pitch etc):

'I know that there is nothing better for people than to be happy and to do good while they live.'
Ecclesiastes 3:12