



## Lettings Policy

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## **BEACON EDUCATION LETTINGS POLICY**

### **Aims**

#### **Extended use of the school is a central pillar of the philosophy of our Schools**

The Trustees wish to encourage the use of the schools by the community in ways that further:

- educational opportunities,
- community development,
- community projects.

This document sets out the arrangements for the use of our premises by groups, individuals or organisations.

### **Rates**

All hirers of any of the school premises will be made aware of the hire costs, terms and conditions, including insurance requirements, before the hire and the agreement is signed (see Lettings Appendix 2 and Lettings Appendix 3). Where possible, fees are payable in advance. If this is not possible an invoice will be raised promptly, recurring lettings will be reviewed in the event of non-payment

We may decide that certain organisations or activities can use the premises for a reduced rate, or free of charge, if it supports the core aims of the school.

### **Safeguarding**

The school is dedicated to ensuring the safeguarding of its pupils 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.

It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space.

If there is a chance that those hiring the premises will come into contact with pupils, for example if the hire occurs during school hours, or when pupils may be present in the school (during after-school clubs or extra-curricular activities), we will ask for confirmation that the hirers have had the appropriate level of DBS check.

The hirer will be required to have appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide copies of these policies on request to the school.

The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact [insert appropriate contact details of designated individual] as soon as reasonably practicable.

The hirer understands 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).

Further details can be found in paragraphs [169 and 170 of Keeping Children Safe in Education \(KCSIE\)](#).

The DfE's guidance on [keeping children safe in out-of-school settings](#) also sets out the safeguarding arrangements that we expect providers to have in place.

### **Rights of Hire**

The school retains the right to decline applications for lettings of the premises for any purpose which is considered at their discretion to be at variance with the ethos of the school. Applications will also be declined if it is perceived that the school or its staff could potentially face damage, hurt or embarrassment.

The school site is a smoke free site and therefore all smoking is banned inside and outside of the premises.

This policy sets out the arrangements for the use of the school premises by groups, individuals or organisations. The school is available for hire by the community, cultural forums and public bodies. Under the Representation of the People Act 1983, it is also available for hire as a polling or counting station and for political meetings during election periods as defined in the Act unless the hire falls under the provisions set out in the first paragraph.

The school will take reasonable care to make sure that any visitor will be made safe whilst on the premises. It is essential that the Hirer and school coordinate their Health and Safety efforts and cooperate with each other to ensure that safe systems of work are in place. Whilst hiring the premises the hirer should be able to call upon reasonable Health and Safety assistance from the school if required.

The organisation hiring any part of the premises or outdoor sports pitches is responsible for undertaking its own risk assessments and for ensuring that the premises and any school equipment used is fit for purpose.

Subject to availability Church Schools: Local parish churches, which are the founding churches, can utilise the school premises for church activities on a Saturday or Sunday at **no additional cost and at no profit to the Trustees**.

### **Security and Caretaking**

The hirer will be made aware of the Security Policy and required to abide by the relevant contents. The site teams will be responsible for ensuring security at all times. Each school has a maximum admittance number dependent upon the terms of the Premises Licence and in accordance with the Fire Certificate Agreement. This must be adhered to by the Hirer.

**EXAMPLE LETTINGS FORM APPENDIX 1 (TAILORED TO EACH SCHOOL AS APPROPRIATE)**

**BEACON EDUCATION**  
**FORM OF APPLICATION FOR THE USE OF THE SCHOOL PREMISES.**

I hereby apply for the use of the facilities detailed below:

Club/Organisation/Individual .....

Date of Hire.....

Purpose of hire .....

Approximate Numbers attending .....

Number of staff attending/ supervising .....

Please tick the accommodation required:-

HALL   GYM   CHANGING ROOMS   LIBRARY   CLASSROOM(S)   TOILETS

MAIN KITCHEN   PITCHES   QUANTOCK ROOMS   MUGA   PARKING

Heating required:      YES / NO

Qualification of Hirer (if relevant) - see No.14 of Conditions of Hire:

.....

The wearing of outdoor shoes in the GYM is STRICTLY FORBIDDEN.

**The use of the main Kitchen facilities is not permitted.**

ANY ADDITIONAL EXPENSES INCURRED BY THE SCHOOL WILL BE RECHARGED TO THE HIRER. E.G. -  
OVER- RUNNING OF TIME, ADDITIONAL CLEANING REQUIRED AS A RESULT OF THE LETTING. See No.  
13 of Conditions of Hire.

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Applicants Name: .....

Address: .....

.....

.....

.....

Telephone No: .....

Please state name and address of person to whom invoice should be submitted, if different from above:

.....  
.....  
.....  
.....

Time access to school required.....

Time to be vacated .....

Time of Function From.....To.....

School equipment/furniture required.....

No. of chairs .....

No. of Tables.....

Other .....

Equipment, etc to be brought onto the premises by Hirer if any:

.....

Do you have Public Liability Insurance YES/ NO –see No. 11 of Conditions of Hire. **IF YES PLEASE PROVIDE COPIES OF INSURANCE DOCUMENTS.**

IF NO: I require cover from BEACON EDUCATION. YES/NO (Please circle)

I have read and agree to be bound by the Conditions of Hire.

Signed in a personal capacity and on behalf of whose authority I have to bind them by signing this application.

Signed: .....

Date: .....

PLEASE NOTE THAT SMOKING IS NOT PERMITTED ON ANY PART OF THE PREMISES INCLUDING THE SCHOOL SPORTS FIELD

ALL APPLICATIONS TO BE RETURNED TO THE SCHOOL.

.....

FOR OFFICE USE ONLY:

Duration of letting .....

Caretaking .....

Total cost of letting ..... VAT .....

Invoice dispatched.....

Payment received.....

## **LETTINGS OF THE Beacon Education MAT Ltd PREMISES – INSURANCE**

Beacon Education MAT Ltd purchases insurance through the RPA. The RPA includes an extension for Hirers Liability (See Section 4, Third Party Public Liability Section of the RPA Membership Rules) which will provide an indemnity to any hirer where that hirer does not have public liability insurance and would not be expected to have public liability insurance. It would not however be the intention of the RPA to provide indemnities to large groups or organisations who are hiring the premises that would typically purchase public liability insurance. The school will request from such groups evidence of their third party public liability insurance. The Hirer should provide this to the school regardless of whether it has been requested.

## **LETTINGS APPENDIX 3**

### **HIRE OF EDUCATIONAL ESTABLISHMENTS**

#### **CONDITIONS OF HIRE**

1. In these conditions,
  - (a) “The Academy” means Beacon Education MAT Ltd;
  - (b) “the Establishment” means the school premises;
  - (c) “the Facilities” means the premises and/or equipment forming part of or belonging to the establishment which the Hirer has identified on his/her application form;
  - (d) “the Hirer” has the meaning defined at Clause 2 below;
  - (e) “the Hire Period” is the period or periods of hire set out in the application form and agreed by the Headteacher;
  - (f) “the Responsible Body” means the Trust Board.
  - (g) “User/Users” are those people using the Facilities as members of the Hirer’s party.
2. **The Hirer**
  - (a) The Hirer is the person (whether acting as an individual or on behalf of a club or organisation) hiring the Facilities.
  - (b) The person signing the application form shall be deemed to be the Hirer and must be over 18 years of age.
  - (c) Where the person who signs the form indicates that he or she signs the application form for or on behalf of any club or organisation, that club or organisation shall also be deemed to be the Hirer and shall be jointly and severally liable with the person who signs this

agreement for any breach or non-observance of these conditions and that person warrants that he/she is the duly authorised representative of the club or organisation concerned and has the necessary authority to sign this agreement on its behalf.

(d) Should there be any default of payment by the club or organisation, the person signing the form shall be deemed personally liable.

### **3. Application for Hire**

(a) All applications for the hire of the Facilities must be in writing on the printed form.

(b) The facilities will be used solely for the event described on the application form.

(c) If this booking relates to a regular and continuing booking this one undertaking shall be binding for all occasions when the facilities are used, but a regular booking shall not create or cause a periodic tenancy in respect of the Facilities.

(d) The information given by the Hirer in the booking form shall not imply that the Authority considers the Facilities are suitable for the purpose(s) for which they are to be hired or are adequate accommodation for the number of people attending, and the Authority gives no warranty that the facilities are legally or physically fit for the purpose(s) for which they are hired.

(e) The Headteacher or his/her representative may enter the facilities at any time during the Hire Period to ensure that the terms of this agreement are being fulfilled, and the Hirer shall not at any time be entitled to exclusive possession as against the **School** or its duly authorised representative(s).

(f) The Headteacher, or his/her representative, may refuse admission to any person without giving any reason for doing so and may similarly require any person to leave the premises.

(g) Authority to accept or decline or postpone a booking shall rest with the Headteacher of the establishment or his/her representative whose decision shall be final.

### **4. Access to the Facilities**

(a) Provided the Hire Period has been agreed by the Headteacher and conditions of hire have been met, the Hirer and the Users will be given access to the Facilities by the Caretaker.

(b) The Caretaker or his representative will be present to unlock the premises at the beginning of the hire and will lock up at the end. He/she will not be available during the period of the hire.

**Or**

It is the responsibility of the Hirer to both unlock the premises for the start of the Hire Period and lock up at the end of the Hire Period ensuring that the area used is secure and that the Premises are vacated in accordance with the times set out in the booking form and the terms of agreement.

### **5. Hirer's Responsibilities and the Safety of Users**



- (a) The Hirer is responsible for the safe admission and departure of Users to and from the School and Facilities.
- (b) The Hirer hiring any part of the premises or outdoor sports pitches is responsible for undertaking its own risk assessments.
- (b) The Hirer must ensure that any necessary DBS checks have been carried out for those supervising children during the Hire Period.
- (c) The Hirer is responsible for the behaviour and safety of the Users and must ensure that there is appropriate supervision levels at all times during the Hire Period.
- (d) The Hirer is responsible for ensuring that all necessary written permission forms have been obtained from children's parents to enable them to participate.
- (e) The Hirer must ensure that a qualified supervisor is present during all activities of a hazardous nature, ie, karate, trampoline, gymnastics, swimming, judo or where the hiring organisation is a youth group.
- (f) The Hirer will be responsible for the provision of all such information, instruction and supervision as is necessary to ensure the safety of any activity for which the Facilities are used.
- (g) The Hirer is responsible for any special needs or requirements of the Users.
- (h) The Hirer is responsible for the adequacy, suitability and safety of all equipment brought to the Facilities.
- (i) The Hirer shall not use the Facilities in such a way as to cause any nuisance, damage, disturbance, annoyance, inconvenience or interference to the Facilities or adjoining or neighbouring property, or to the owners, occupiers or users of such adjoining or neighbouring property.
- (j) It is the sole responsibility of the Hirer to obtain any necessary licence for the sale of drinks for the performance of plays and similar productions and for the playing of pre-recorded music.
- (k) The Hirer must ensure that there are sufficient stewards to prevent unauthorised persons from entering the Facilities and to ensure that guests are restricted to the Facilities and to the necessary means of access thereto.
- (l) The Hirer must ensure that all equipment must be put back after use.
- (m) Any equipment brought to the Facilities must be removed at the end of each Hire Period.
- (n) The Hirer must familiarise himself/herself with the emergency procedures for fire, first aid and accident reporting and carry them out to the best of his/her ability. The Hirer must contact The Caretaker prior to the booking for this information. The school will take reasonable care to make sure that any visitor will be made safe whilst on the premises. It is essential that the school and Hirer coordinate their health and safety efforts and cooperate with each other to ensure that safe systems of work are in place. Whilst hiring the premises the Hirer can request health and safety assistance/advice from the school if required.

(o) If the alarm system is activated during the Hire Period, due to Users wandering into restricted areas of the building, then the Hirer will be responsible for any call out fee charged to reset the alarm.

(p) The Hirer must have access to a mobile phone at all times in case of an emergency.

(q) The Hirer and the Users must participate in any evacuation drills or procedures operated by the School.

(r) The Hirer must adhere to non-smoking legislation and the non-smoking policy of the School.

## **6. Condition of Facilities**

(a) The Facilities must be left clean and tidy after each Hire Period. If the Facilities are not cleaned to the reasonable satisfaction of the caretaker, the Hirer will be responsible for the cost to have them cleaned.

## **7. Payment**

(a) In the case of a one-off hire payment will be 14 days in advance of the hire unless otherwise agreed with the Headteacher in writing. *(School to include payment arrangements and to advise if there is interest charge for non-payment of fees).*

(b) If the hire is for a regular let the establishment will invoice the Hirer on a termly basis.

(c) The Hirer shall be solely responsible for ensuring the agreed hire fee is paid. Failure to pay the agreed fee may result in future bookings being refused and legal action being taken to recover the outstanding debt.

## **8. Cancellation by the School**

(a) The Headteacher reserves the right to cancel an agreed booking for reasons including but not limited to: -

- The School requires the use of the Facilities;
- The School considers that the Facilities are unfit for use;
- Any reason beyond the School's control.

(b) Any monies paid in respect of bookings cancelled in accordance with the above Conditions will be refunded to the Hirer. The Trust, the School and the Responsible Body will not be liable for any other expenditure incurred, or loss sustained directly or indirectly by the Hirer or the User, arising from cancellation.

(c) If the Hirer is in breach of these Conditions of Hire the Headteacher reserves the right to cancel a booking immediately and no refund will be given.

## **9. Damage**

(a) Any damage to the Facilities or the School should immediately be reported to the Caretaker.

(b) If any damage is done to the Facilities, School equipment or any part of the School by the Hirer or the Users, the School may at its discretion carry out the necessary repairs and the Hirer will undertake to pay the cost of such reparation.

## **10. Insurance**

(a) It is a prerequisite of this Agreement that the Hirer has appropriate insurance cover.

(b) The Hirer is responsible for arranging appropriate insurance cover. The RPA includes an extension for Hirers Liability (See Section 4, Third Party Public Liability Section of the RPA Membership Rules) which will provide an indemnity to any hirer where that hirer does not have public liability insurance and would not be expected to have public liability insurance. It would not be the intention of the RPA to provide indemnities to large groups or organisations who are hiring the premises that would typically purchase public liability insurance. The school should request from such groups evidence of their third party public liability insurance.

(c) The Hirer agrees to provide the Trust with a copy of their insurance policy prior to the Hire Period and thereafter upon request.

## **11. Liability Generally**

(a) Except in the case of death or personal injury caused by the negligence of the School, the Trust Board shall not be liable to the Hirer in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature incurred by the Hirer.

(b) The Hirer shall indemnify and keep the Authority indemnified against all losses, claims, demands, actions, proceedings, damages, costs or expenses or any other liability arising in any way from this Agreement and any breach of any of the Hirer's undertakings/agreements contained in this Agreement.

(c) The Hirer shall not do or permit or suffer to be done by any act, matter or thing which would or might constitute a breach of any statutory requirement affecting the Facilities or which would or might vitiate in whole or in part any insurance effected in respect of the Facilities from time to time.

## **12. Car Parking**

(a) The parking of vehicles within the School site in the car parking area, by the Hirer and the Users shall be subject to the agreement of the Headteacher and permitted only on condition that:

- They park at their own risk and that they accept responsibility for any damage caused to their vehicles or any injury to any person or the property of the School by the vehicles or the presence of such vehicles at the School.
- The Hirer shall maintain at all time adequate means of access for emergency vehicles.

**13. No assignment/sub-contracting**

(a) The Hirer shall not be entitled to assign the benefit of, delegate the burden of, or sub-contract all or any of its rights and obligations under, these Conditions of Hire.

**14. Variation**

(a) The Responsible Body reserves the right to vary these Conditions of Hire at any time or to make special arrangements in any particular case. The varied conditions of hire will not be effective until a copy is given to the Hirer.

## APPLICATION FOR HIRE

I hereby apply for the use of the facilities detailed below:

Club/Organisation: .....

Accommodation required: .....

Equipment/Furniture required: .....

Equipment, etc to be brought onto premises by Hirer (if any): .....

Heating required: Yes/No .....

Insurance required: Yes/No .....

Qualification of Hirer (if relevant) see [Point 5.5](#) of Hirer's Responsibilities and the Safety of Users:

.....

Applicant's Name: .....

Address: .....

.....

Telephone No: .....

Treasurer: .....

Address: .....

Telephone No: .....

Date required: .....

Alternative Date: .....

Times: From: ..... To: .....

Approximate number of people: .....

I have read and agree to be bound by the Conditions of Hire.

Signed in a personal capacity and on behalf of .....  
whose authority I have to bind them by signing this application.

Signed: .....

Date: .....

