



Lettings and Charging Policy

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1. Aims and scope

We aim to:

- Make sure the school's premises and facilities can be used, where appropriate, to support community or commercial organisations
- Allow the hiring of the premises without using the school's delegated budget to subsidise this
- Charge for the use of the premises to cover the costs of hire and, where appropriate, raise additional funds for the school
- Not let any hiring out of the premises interfere with the school's primary purpose of providing education to its pupils
- Hire out facilities in a way that is safe, following government guidelines and the school's risk assessment(s)

2. Areas available for hire

2.1 Available areas

The school will permit the hire of the following areas:

- School hall
- Library (for wraparound care providers only)
- Playing fields
- Playground

2.2 Capacity and charging rates

Rates will be reviewed annually.

Summer	Library Area	Hall	Outdoors	Classroom
Category A <i>(PTA, Church, Pre-School, Staff Inset (including hosting for LA and diocese))</i>		Free	Free	Free
Category B <i>(Statutory board meetings, local council meetings, OAP events)</i>		£7 per hour	£5 per hour	£5 per hour
Category C <i>(Regular Drama Clubs; Choral Societies; Sports Clubs;</i>		£12 per hour	£9.00 per hour	£9.00 per hour
Category D <i>(Fund-raising events by other organisations; public and private meetings; parties and all other events, social or otherwise.)</i>		£14 per hour	£11.00 per hour	£11.00 per hour
Long standing hires <i>(Scouts)</i>			£5.00 per session	
Long standing hires <i>(Kids R Us – after school)</i>	£50 weekly			
Long standing hires <i>(Kids R Us – holiday)</i>		£250 weekly		

Winter	Library Area	Hall	Outdoors	Classroom
Category A <i>(PTA, Church, Pre-School, Staff Inset (including hosting for LA and diocese)</i>		Free	Free	Free
Category B <i>(Statutory board meetings, local council meetings, OAP events)</i>		£9 per hour	£7 per hour	£9 per hour
Category C <i>(Regular Drama Clubs; Choral Societies; Sports Clubs;</i>		£14 per hour	£11.00 per hour	£11.00 per hour
Category D <i>(Fund-raising events by other organisations; public and private meetings; parties and all other events, social or otherwise.)</i>		£16 per hour	£11.00 per hour	£13.00 per hour
Long standing hires <i>(Scouts)</i>			£5.00 per session	
Long standing hires <i>(Kids R Us – after school)</i>	£50 weekly			
Long standing hires <i>(Kids R Us – holiday</i>		TBC		

3. Charging rates and principles

3.1 Rates

The rates for hiring out different areas are listed in the table in the section above. 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.

We may decide to impose an additional cleaning fee on top of the hiring rates.

3.2 Cancellations

We reserve the right to cancel any agreed hiring with a minimum of 5 working days' notice.

A full refund will be issued if we do cancel a hire. 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 hire.

The hirer of the premises can cancel any hire with a minimum of 5 working days' notice. If less notice than this is given, the licensee shall not be entitled to a refund.

3.3 Review

The revenue raised from hiring out will be reviewed by the headteacher and the business manager and will be fed into the school's financial reporting, to ensure best value is being achieved.

4. Application process

Those wishing to hire the premises should fill out the hire request form, which you can find in appendix 1 of this policy, and read the terms and conditions of hire set out in section 5.

The hirer should fill out and sign the hire request form and submit it to the school office. Approval of the request will be determined by the headteacher and the business manager.

If the request is approved, we will contact the hirer with details of how to submit payment and make arrangements for the date and time in question. We will also send on details of the emergency evacuation procedures and other relevant health and safety documents. The hirer will also need to provide proof of its public liability insurance.

We reserve the right to decline any applications at our absolute discretion, in particular where the organisation does not uphold the values of the school or reputational damage may occur.

5. Terms and conditions of hire

The following terms and conditions must be adhered to in the hiring of the school premises. Any breach of these terms will result in cancellation of future hires without refund.

1. "Hirer" means the person or entity identified in the relevant hire request form.
2. The hirer shall pay the full amount as stipulated by the school, and shall not be entitled to set off any amount owing to the school against any liability, whether past or future, of the school to the licensee.
3. The hirer shall occupy the part(s) of the premises agreed upon as a non-exclusive licensee and no relationship of landlord and tenant is created between the hirer and the school by this licence.
4. The hirer shall not sub-licence any of the premises under the licence.
5. The hirer shall not use the premises for any purpose other than that agreed upon in the licence, as set out in the hire request form.
6. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the licence.
7. The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.
8. The hirer shall be responsible for all matters relating to health and safety and shall be responsible for those in attendance during the specified time.
9. The hirer must take out its own public liability insurance with a reputable insurer approved by the school and, where requested by the school, shall provide a copy of the relevant insurance certificate no less than [10 days] before the start date of the licence. This should be for a least £5 million.
10. The hirer shall not conduct, nor permit or suffer any other person to conduct, any illegal or immoral act on the premises, nor any act that may invalidate any insurance policy taken out by the school in relation to the premises.
11. The hirer shall indemnify and keep indemnified the school from and against:

- a. Any damage to the premises or school equipment;
 - b. Any claim by any third party against the school; and
 - c. All losses, claims, demands, fines, expenses, costs (including legal costs) and liabilities, arising directly or indirectly out of any breach by the hirer of the licence or any act or omission of the hirer or any person allowed by the hirer to enter the premises
12. Save that nothing in the licence shall exclude or limit either party's liability for personal injury or death arising from the negligence of either party or any other liability that cannot be excluded by law, the school shall not be responsible for any losses of a direct or indirect nature, and its maximum liability to the hirer shall not exceed the total fees paid or to be paid to the school by the hirer under the licence.
 13. Any cancellations by the school made with at least 5 working days' notice will be refunded.
 14. Any cancellations by the hirer received with less than 5 working days' notice will not be refunded.
 15. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
 16. The hirer will leave the premises in the condition it was found in, leaving the area clean and tidy and not leaving any of their own equipment behind. The hirer will cover the costs incurred by the school to replace equipment that is broken through any other means than acceptable wear and tear.
 17. The hirer will clean the areas that they have used and remove all items before the school is needed for its primary purpose. In the school holidays, the hirer will clean at the end of each day to ensure that the school is safe. For example, spillages should be mopped, and trip hazards should be removed. For hires spanning several days, the used areas should be cleaned to a good standard at the end of the hire period.
 18. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior written agreement from the school.
 19. If the hirer breaches any of the terms and conditions, the school reserves the right to terminate the licence and retain any fees already paid to the school, without affecting any other right or remedy available to the school under the licence or otherwise.
 20. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
 21. The hirer will acquire all appropriate additional licences for any activities they are running, including those required for use of any third party intellectual property.
 22. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running.
 23. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
 24. The school's premises hire policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation letter issued by the school shall apply to and are incorporated in the licence.
 25. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
 26. The school and the hirer irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising from this licence.
 27. The school will make the hirer aware of pedestrian entrances and exits, parking facilities, toilets location.
 28. The school will make the hirer aware that there is no lighting in the car park opposite the school.
 29. The school and county council will accept no responsibility for damage howsoever caused to vehicles and other property while the user is on the school site including car park facility. Parking is made available only on the basis that it is at the vehicle owner's risk. The hirer is asked to arrange for users to park in designated areas only.
 30. Hirers are responsible for signing in and for monitoring persons on site, so that in the event of an emergency, all persons can be accounted for.
 31. The hirer is responsible for drawing up specific evacuation plans for any disabled people. Procedures are in place in the event of a fire alarm call point being set off accidentally. Fire exits must not be blocked or locked, nor should furniture, equipment, or other obstructions be placed in corridors during the hiring. Hirers may legitimately request to see the school's fire risk assessment.
 32. Rooms that are made available to hirers are checked periodically (not less than once per term) to ensure that they are in a suitable condition for the specific activity that any lettings will involve. Records of such

inspections are kept. The schools is not responsible for the users' activities, but are assured that the activity and the hired room/equipment available are compatible.

33. Smoking is not allowed in any part of the school premises.
34. All hirers must state the purpose of the hire and sign to confirm that the facility will not be used to disseminate inappropriate material or other purposes which could be reportable under the statutory Prevent Duty or will contravene current legislation in any way
35. The Headteacher reserves the right to have a member of school staff present throughout the letting and to put a stop to any event that is not properly conducted.
36. The hirer is responsible for providing access to a mobile telephone for emergency purposes.
37. The hirer must ensure that a [near-miss is reported](#) whenever necessary. The school will follow up the report to ensure that it is completed correctly and that an investigation is undertaken. A review of the risk assessment for the activity will be required from the hirer.
38. The hirer is responsible for ensuring that any necessary licenses, required for a particular event, have been obtained, such as theatre, performing rights or cinematograph licenses.
39. Permission to allow alcohol on the premises must be obtained from the Headteacher and the necessary license obtained from West Suffolk District Council.

6. Safeguarding

The school is dedicated to ensuring the safeguarding of its pupils and other children at all times. It is a requirement of hire that hirers abide by the school's 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 and take copies of the hirer's identification.

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 the headteacher (contact details given when a booking is confirmed) 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).

Appendix 3 shows the safeguarding expectations when the hire is for a commercial organisation, and involves children. This must be signed and returned to the school before the hire can be confirmed.

7. Monitoring arrangements

We will review and update this policy when the guidance on which it is based changes, or when this version of the policy otherwise stops being applicable.

Any updates to this policy will be shared with the full governing body.

Appendix 1: Hire request form

Before filling out a request form, please familiarise yourself with our terms and conditions for the hire of our premises and our rates of hire, which you can find in sections 2 and 5 of this policy. If you have any questions, please contact Deborah Shipp

Name of applicant/organisation and company number (where applicable)	
Applicant contact details	Address: Phone no: Email address:
Preferred method of contact	
Purpose/activity of organisation	
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	
Additional equipment you will require from the school (please note we may not always be able to provide this, but will inform you where this is/is not possible)	
Additional equipment you will be providing yourself	
Confirmation and details of the safeguarding and child protection arrangements you have in place	

By signing below, I agree to the terms and conditions set out in the school's premises hire policy.

Name _____ Date _____

Signature _____

Please return this form via email to susan.dutton@moulton.suffolk.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.

Appendix 2: Confirmation of hire template letter – see below

Dear

Thank you for submitting your hire request form to us.

We're pleased to say the area you've requested is available on the date(s) and time(s) of your request and we'd be happy to grant a non-exclusive licence to you to use the area for the purpose set out in your request form, subject to the enclosed terms and conditions/terms and conditions already provided to you.

Based on the length of time and area requested, the full amount for the hire will be [insert amount]. You can pay us by [insert payment method(s) and details here]. We request full payment of the fee by [insert date].

We'll also require you to submit to us:

- Proof of your public liability insurance

We've attached the following documents:

- Details of emergency evacuation procedures in the event of a fire/similar emergency

Please make sure you're familiar with these before the date of hire.

You can contact Susan Dutton with any questions about hiring the premises.

Kind regards,

[staff member]

Appendix 3: Safeguarding for commercial organisations which include children

DBS CHECKS	Confirm
It is the hirer's responsibility to ensure that all staff or volunteers working directly with children have an up-to-date Disclosure and Barring Service (DBS) check, or are deemed safe to work with children.	
SAFEGUARDING POLICY & LEADS	
The hirer will provide evidence of an active safeguarding policy that aligns with local safeguarding guidelines and legal requirements.	
The policy must detail how any safeguarding concerns will be handled and reported.	
The hirer will nominate a safeguarding lead for the event who will be responsible for overseeing child protection matters.	
All hirers must state the purpose of the hire and sign to confirm that the facility will not be used to disseminate inappropriate material or other purposes which could be reportable under the new statutory Prevent Duty or will contravene current legislation in any way	
SUPERVISION	
The hirer will ensure children are supervised at all times during the event by appropriately qualified and vetted individuals. Pupils should not leave the main area of the hire. For example, if the school hall is hired, pupils will not use the toilets by the classrooms without a supervising adult. (If the toilets are included in the hire)	
The hirer will ensure that adult-to-child ratios comply with local authority recommendations.	
PARENT/CARER CONSENT	
The hirer will obtain written parental or guardian consent for children to attend the event or series of events.	
The hirer will provide parents/carers with clear information about the event, including start/end times, activities, and any risks involved.	
HEALTH AND SAFETY / FIRST AID / EVACUATIONS	
The hirer will conduct risk assessments for all activities, ensuring the safety of all children attending.	
The hirer will ensure that first aid provision is in place with trained personnel, available throughout the event.	
The hirer will provide clear emergency evacuation instructions and ensure all staff and children are aware of it.	
The hirer will ensure that they have lone working procedures in place.	
The hirer understands that there is an increased risk of injury when lettings are in the evening / in darkness. There are external lights around the school, which are motion triggered.	
The hirer understands that there is no lighting in the car park opposite the school.	