



School Lettings Policy

Responsibility	Finance and Resources	
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This policy should be read in conjunction with the following appendices:

Appendix 1 – Initial Application Form

Appendix 2 – School Letting Agreement

Appendix 3 – School Letting Terms & Conditions

Appendix 4 – School Letting Risk Assessment

Prepared by Facilities Manager and discussed with Senior Leadership Team

1. Introduction

The Trust Board regards the school buildings and its grounds to be a community asset and aims to maximise the schools generated income from private out of school hour's lettings wherever possible. However the overriding aim of the Trust Board is to support the school in providing the best possible education for its students, 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 purpose of this policy is to provide instructions for the management of lettings. This policy is therefore expected to provide advice on:

1. Definition of a school letting
2. Governance
3. The Administrative Process
4. Charges for a Letting
5. Spaces for Let
6. Cancellations
7. Public Liability Insurance

Definition of a school letting

A letting may be defined as “any use of the school building and/or its grounds by parties other than the school and its partners”. These may be individuals (one-off let) or community lettings by groups (such as local football teams/music groups) or a commercial organisation.

The use of the school premises by way of a letting is a temporary arrangement for the use of the accommodation. All lettings are to be initiated by completion of a School's Letting Application Form (Appendix 1).

The activities listed below fall within the corporate life of the school and therefore are not deemed as lettings. Any costs arising from such activities should be kept to a minimum as these are to be absorbed by the schools delegated budget. Such activities are to be monitored to ensure that they are coordinated sensibly and joint projects between the school and the community are to be encouraged.

- Trust Board meetings

- Extra-curricular activities for students of the school, organised by the school
- School performances
- Family learning
- Parents meetings
- Parent-Teacher working groups
- Fundraising events

The School Letting Agreement (Appendix 2) is expected to cover the hire of rooms for occasional use of space that is also shared with other users, e.g. use of school hall, classrooms etc.

Generally;

- The School should ensure that the Terms and Conditions (Appendix 3) are sent with the Agreement, all the blanks are filled in and it is signed prior to occupation.
- The Letting Agreement should have a letting reference number so its issue can be traced and to reduce the risk of standard forms being copied and used without proper authority.
- The Agreements should only cover one year/term/holiday period at a time.
- The school should manage this process themselves.
- 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.
- Lettings should be agreed and prioritised in the following order, with school lettings (for students and/or parents/carers with educational benefits) followed by Community lettings and then Commercial lettings. Commercial lettings with little or no potential to generate income or support the school should be discouraged (e.g. those that promote gambling).

2. Safeguarding and child protection policy

All Hirers should:

- All hirers should have a written safeguarding and child protection policy, with written procedures in place
- be aware of the specific safeguarding issues that can put children at risk of harm and undertake appropriate training
- have appointed a suitably trained designated safeguarding lead (DSL)
- be aware of the referral route into children's social care

- The hirer should ensure that their Safeguarding Policy is shared with the School (The Richmond upon Thames School)

Hirers with staff and the DSL should also:

- make staff and volunteers aware of what to do if they have concerns about a child
- make staff and volunteers aware of what they should do if they have concerns about safeguarding practices within the setting
- ensure that all staff and volunteers know the referral route into children’s social care

Designated Safeguarding Leads

- The School has designated safeguarding leads contact details are displayed throughout the School
- Any safeguarding concerns can also be reported to the school via email. safeguarding@rts.richmond.sch.uk
- Each hirer will need to inform the School of who is their designated safeguarding lead and any deputies
- All Dsl’s should be suitably trained

Hirers Staff and Responsibilities

- Safeguarding and child protection is everyone’s responsibility. The statutory guidance on Working Together to Safeguard Children applies to all organisations that have functions relating to children. Anyone working with children should make their approach child-centred. For example, give priority to the interests and needs of the child.
- <https://www.gov.uk/government/publications/working-together-to-safeguard-children--2>
- Staff and volunteers should be aware that they should raise all safeguarding concerns with their DSL immediately.

Further Information and links

- The Equality Act <https://www.legislation.gov.uk/ukpga/2010/15/contents>
- Working together to safeguard children <https://www.gov.uk/government/publications/working-together-to-safeguard-children--2>
- Sexual Offences Act 2003(s 22a) <https://www.legislation.gov.uk/ukpga/2003/42/section/22A>
- Positions of trust:Police, Crime, Sentencing and Courts Act 2022 factsheet <https://www.gov.uk/government/publications/police-crime-sentencing-and-courts-bill-2021-factsheets/police-crime-sentencing-and-courts-bill-2021-positions-of-trust-factsheet>
- After-schools clubs, community activities, and tuition Safeguarding guidance for providers

3. Governance

The Head Teacher is responsible for the management of lettings. Where appropriate, the Head Teacher may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

If the Head Teacher has any concern about the appropriateness of a particular request they will consult with the Chair of the Finance and Resources Committee (or alternative, as appropriate), who is empowered to determine the issue on behalf of the Trust Board.

A risk assessment must be conducted for each proposed letting. A Risk Assessment Template (Appendix 4) template can be provided if a risk assessment has not already been completed.

4. The Administrative Process

Those seeking to hire part of the school premises should approach the Head Teacher (or other designated member of staff), who will identify their requirements and clarify the facilities available.

A School's Letting Application Form should be completed at this stage to provide basic details of the applicant and summary of the Hire. A record of all enquiries will be kept on file. The Head Teacher will consider this with regards to the matters contained in this policy and shall advise the applicant of its decision.

The School reserves the right to:

- Refuse applications without giving a reason
- Have a representative present at any function
- Terminate any activity not properly conducted with immediate effect.

When considering requests for lettings, due regard is to be given to the school's reputation and the manner in which the letting may reflect on the school. Lettings for political purposes, or those which are likely to give rise to inconvenience or offence to neighbouring residents, are to be refused.

Once it has been decided to proceed with a letting, confirmation will be sent to the successful applicant, 'the Hirer', setting out full details of the letting with a School Lettings Agreement and a copy of the Terms and Conditions.

The Hirer must give their full details with the Agreement in their name, including their permanent private address (for individual lettings) or named senior personnel, contact details, full business address and any registered Charity / Company registration numbers.

The person applying to hire the premises on behalf of the Hirer will be invoiced for the deposit, in accordance with the Trust Board's current scale of charges.

The letting should not take place until the signed Lettings Agreement has been returned to the school, any deposit/ pre-payment has been settled, and approval has been given by the relevant person on behalf of the school.

No public announcement of any activity or function taking place should be made by the Hirer until the booking has been formally approved as per paragraph above.

5. Charges for a Letting

The Trust Board is responsible for setting charges for the letting of the school premises.

A charge will be levied which covers the following:

- Cost of services (heating, lighting & catering)
- Cost of staffing (additional security, caretaking and cleaning) - including "on costs"
- Cost of administration
- Cost of "wear and tear" Cost of use of school equipment (if applicable)
- Fee in lieu of use of premises, i.e. a rental value.
- Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the various Hirers.

Charges will be reviewed annually, by the Finance and Resources Committee, for implementation from the beginning of the next financial year, with effect from 1 April of that year. Current charges will be provided in advance of any letting being agreed.

Hirers are to be invoiced in advance a non-refundable deposit as follows:

- For Individual Lettings (i.e. one-off) 50% of the total lettings cost should be paid before the commencement of the Letting, i.e. when the Letting application has been granted. The balance is to be settled 7-14 days before the commencement of the letting.
- For a Series of Lettings payment will be required each month in advance.

Use of the premises cannot be granted until the deposit has been settled (as above) in advance. For Series Lettings failure to settle the monthly balance in advance as requested will mean that no further use of the premises can be made until such costs are paid in full. Legal proceedings will commence in cases where such payments are not forthcoming.

All lettings fees which are received by the school will be paid into the school's individual bank account, in order to offset the costs of services, staffing etc. (which are funded from the school's delegated budget). Income and

expenditure associated with lettings will be regularly monitored to ensure that at least a “break even” situation is being achieved.

The school is constrained by law to add value added tax (VAT) to all transactions where appropriate. In general the letting of rooms for non-sporting activities is exempt from VAT, whereas sports lettings are subject to VAT (although there are exemptions in certain circumstances). Clarification should be obtained from the Finance Director.

Rates for community lettings depend on a number of factors including, but not limited to; room type, set-up, time of day/year, length of booking, type of letting (commercial/private/charity).

The school's opening hours are Monday to Friday 8am – 6pm. Bookings during these hours will attract a more favourable rate than outside of these hours. Please contact the school for more information and a tailored quote. Overtime Payments Premises staff required to manage lettings are to receive overtime payments as agreed by the Head Teacher.

6. Spaces for Let

The school has the following spaces to let:

- Internal Spaces
- Assembly Hall
- Library
- Classrooms
- Dining Area
- Conference Room
- External Spaces
- Muga Playing Surface
- Netball Court
- Sports Hall

To let or arrange a visit to see the spaces available to let, please contact the School Office either by email – info@rts.richmond.sch.uk or telephone 0208 891 2985.

7. Cancellations

By the Hirer:

Cancellations should be made in writing or by email at least 14 days before the proposed letting, otherwise the Hirer will still be liable for the standard charges. In the event of a cancellation being made at the appropriate time, the school will credit the Hirer for a fee booking the following term, if applicable, or refund the fee if no further bookings are required.

By the School:

The School reserves the right at its absolute discretion to cancel any Letting. If the school finds it necessary to cancel a booking, as much notice as possible will be given, generally not less than 14 days, and where possible, alternative accommodation will be offered. If this is not possible, a refund will be made.

The Trust Board will not accept any responsibility for any loss, or other expenses however incurred by the Hirer, in the event of a cancellation by the Trust Board of the letting as a result of circumstances beyond its control (including, without prejudice to the generality of the same, industrial action by its employees, or others, failure of electricity/gas/water supply). The decision of the Trust Board as to whether a letting should be cancelled shall be binding on the hirer.

Where a Letting is cancelled due to breach of these Terms and Conditions, or due to safety or well-being concerns for the participants of the Letting activity the School may reserve the right to offer a refund. The Local Authority, School Trust and the school will accept no liability in respect of the commitments incurred by the Hirer due to such cancellations.

8. Public Liability Insurance

It is the Hirer's responsibility to ensure that all those attending the premises are made aware that they do so entirely at their own risk. Hirers must produce a risk assessment for each hiring/activity and submit this to the school before the hiring takes place. The school will review this document and keep it on file.

For commercial hire, The Hirer warrants to the Trust Board that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. The minimum limit for this insurance cover is £2 million. The Hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.

For private Hirers, if insurance is not provided, the Hirer will be responsible for any loss or damage to the school building or its contents. Neither the school, the School Trust or Local Authority, will be responsible for any injury to persons or damage to property arising out of the letting of the premises.

9. Health and Safety

- The hirer shall comply in all respects with the requirements of all statutory authorities including the directions issued by the School and with the provisions of the Health and Safety at Work Act (1974) and associated regulations, including the Management of Health and Safety at Work Regulations, the Children and Young Persons Act (1933) and all other statutory instruments or regulations made which affect or govern the type of function being held at the premises.

- Commercial enterprises with 5 or more employees will be expected to provide a copy of their Health and Safety Policy
- The Hirer is responsible for the Health and Safety issues, not the School.
- A risk assessment must be conducted for each hiring/ activity by the Hirer and copies should be provided to the School prior to the Lettings taking place. A Risk Assessment Template (Appendix 4) can be provided if a risk assessment has not already been completed.

The School will be responsible for communicating arrangements for out of hours, School closure, keys and alarms, checking and switching off technical equipment.

[Appendix 1- Initial Letting Application Form](#)

[Appendix 2 - Lettings Agreement](#)

[Appendix 3 - Lettings Terms and Conditions](#)

[Appendix 4 - Risk Assessment](#)