

# Locks Heath Infant & Nursery School

## Lettings Policy



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## **Introduction**

The Governing Body of Locks Heath Infant & Nursery school is keen to see that the premises at our school are used for the benefit of the whole local community. The education of children is the prime purpose of our school; however, we recognise that the school can and should also be used as a wider resource.

## **Aim**

The aim of this policy is to set out the procedures and rules to be followed when school premises are hired by third parties (referred to as Premises Users throughout this policy) and charges associated with the hire and use of the facilities. It should be read in conjunction with the Conditions of Hire document. (Appendix A)

### **1. Definition of a letting**

A letting is defined as:

*Any use of the school buildings or grounds by third parties other than as part of normal activities of the school.*

*\*For the purposes of this document and documentation circulated along with the application form, the terms hire and let or lettings refer to any scenario where a provider is paying for the rental of a space at the school.*

The following activities fall within normal activities of the school and are **not** considered to be lettings:

- Governing Body meetings;
  - Extra-curricular activities for pupils organised by the school;
  - School performances;
  - Events for parents organised by the school;
  - Staff events;
  - Meetings and events organised by the Friends of Locks Heath Parent Teacher Association (PTA); and
- Any other similar events that are organised by the school.

### **2. Approval for lettings**

The Governing Body have delegated all lettings arrangements, approvals and organisation to the Headteacher. Where the term Governing Body or governors is used in these considerations, the Headteacher will act on behalf of the Governing Body. Where appropriate the headteacher may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

The following considerations will be taken into account by the Governing Body when authorising lettings to Premises Users:

- The identity of the Premises User and the purpose of the letting. The Governing Body will not authorise lettings to Premises Users whose purpose is not in line with the ethos and values of the school community, for illegal activities or where the use of the school premises by the Premises User could damage the school's reputation.
- Damage and nuisance. The Governing Body will consider any damage that may be caused to the premises or neighbouring premises and/or any nuisance that may arise as a result of the letting. If there has been any damage to the property during a previous letting then the Governing Body may refuse any future letting.
- Availability of the premises. Use of the premises for school purposes as outlined above will always take priority over a letting to a Premises User. Premises Users will be given as much notice as possible of dates/times when school premises will be unavailable.
- Catering facilities. The Governing Body have decided that they are not willing to include catering facilities as part of a letting and therefore all requests from Premises Users for hire of the school's catering facilities will be refused.

The Governing Body may refuse a letting if they have any concerns around the use of the school premises based on the considerations above or for any other reason. No compensation shall be payable by the school by reason of such a decision.

## **5. Lettings procedure**

Premises Users seeking to hire the school premises should contact the Senior Administrative Officer in the first instance for information regarding costs of hire and availability of the premises.

An 'Application for the hire of facilities' will be issued along with a copy of the Conditions of Hire. The Premises User will be asked for a copy of their Public Liability Insurance, and evidence of their qualification and their current DBS certificate if providing a service to children. The school must be in receipt of all these documents before the letting takes place.

In addition, all lettings that are designed and offered to support the school's regular After School Club provision must provide one free space for the school to allocate to disadvantaged or vulnerable children. Reference to this can be found in Appendix 1 and the application form should this be requested.

As outlined above, the Governing Body has the right to refuse an application and no letting should be regarded as confirmed until approval has been given

in writing. The reason for any refusal should be recorded on the application for hire of facilities form and provided to the Premises User.

Income from lettings will be reported to the appropriate meeting(s) of the Governing Body.

## **6. Insurance**

All Premises Users should have public liability insurance with cover of a minimum of £10 million to cover them for any services and activities they provide. A lower amount may be acceptable if it has been risk assessed by and approval received from Hampshire County Council.

They must also have employers' liability insurance if employing staff or using volunteers.

The original insurance documents should be provided at the time of the lettings application and a copy kept on file.

## **7. Safeguarding**

Premises Users providing services to children must provide evidence of the DBS checks for all those involved in the organisation who will be working with the children, and a copy of their health and safety policy.

## **8. Risk assessments**

It is the Premises User's responsibility to ensure that risk assessments for any activities undertaken on the premises are in place.

## **9. Conduct of users**

This is set out in the Conditions of Hire document. (Appendix 1)

## **10. Letting charges**

The Governing Body are responsible for setting charges for the letting of the school premises. The charges will be reviewed annually by the Leadership Team and Governing Body.

Charges for all lettings before 6pm to organisations will be at market rate as highlighted in this document. Charges for lettings to such organisations after 6pm will also include the extra cost of Site Manager support required for the security of the site.

Lettings after 6pm will be subject to the availability of Site Manager support to open and close the building.

If the lettings charge is subject to VAT then this will be charged at the current rate. In verifying whether the lettings charge is subject to VAT the school will follow the current Hampshire County Council guidelines.

The following letting charges per hour will apply:

<b>Room</b>	<b>Before 6.00pm</b>	<b>After 6.00pm</b>
<b>Hall</b>	£15	£25
<b>Music Room or classroom</b>	£15	£25
<b>Sports pitch</b>	£15	£25
<b>Class 6</b>	£15	£25

## **11. Payment**

Invoices for weekly or other regular lettings will be sent out at the end of the term to which the charge applies. Invoices for one-off lettings will be sent out immediately following the event. Payments must be received within two weeks of receipt of the invoice.

The Governing Body reserve the right, on proper notification, to invoice the Premises User for any charges arising from additional cleaning required as a result of the Premises User failing to leave the premises in a reasonable condition, or for repair of the premises or equipment damaged by the Premises User, or resulting from the Premises User failing to vacate the premises by the time stipulated in the lettings agreement.

## **12. Cancellation**

Cancellation of the hire of any part of the premises by Premises Users must be made at least 7 days prior to the booking. A cancellation fee of the full cost of the letting will be charged at the headteacher's discretion.

If a letting booking is required to be cancelled by the school, the school will aim to give at least 2 weeks' notice of cancellation. The letting fee will be refunded in full.

## **Appendix 1**

## Conditions of Lettings / Hire

**The conditions of hire should be read in conjunction with our Site Security Policy which will be circulated following a successful application.**

**1 Acceptance of conditions**

The hiring of school premises is permitted only on the conditions outlined in the following regulations. Acceptance of the hire agreement is deemed to be acceptance of these conditions.

**2 Compliance with conditions**

The Premises User (the person or body to whom the hire is granted) shall be responsible for compliance with these conditions.

**3 Applications**

Applications for the hire of the school premises should normally be made at least three weeks in advance. Reservations will not be accepted for dates more than twelve months in advance except for special events and with the permission of the headteacher.

**4 Use of the Hall**

No studded footwear (eg football boots) should be used in the school hall, this includes the use of astro-trainers. We expect that all users will be using trainers or bare feet for the activities undertaken and providers should speak with the leadership team of the school if they are unsure.

**5 Use of School Equipment**

With the exception of tables and chairs, no school resources or equipment of any kind may be used without permission. The school expects all providers to bring all necessary resources and equipment needed for their own After School Club to run successfully. Please note, gymnastics equipment may only be used with permission and when an adult with recognised qualifications for the activity is personally supervising at all times. For further guidance the Premises User should consult the regulations described in the HCC document "Safety in Physical Education" available at the school.

**6 Fixtures and fittings**

The fixtures, fittings (including electrical installations) and contents of the premises shall not be interfered with in any way. Only persons authorised by the headteacher shall use steps or ladders. The Premises User shall, at the end of the hire period, leave the premises in a clean and tidy condition with any school equipment that the Premises User has been permitted to use being returned to the correct place for storage.

- 7 Storage**  
Storage facilities cannot generally be provided due to lack of space. When Premises Users are permitted to leave equipment on the premises, they do so entirely at their own risk and must return all equipment to any designated storage area.
- 8 Premises User's property**  
Furniture and apparatus required may be brought on to the premises at the Premises User's own risk. Premises Users shall not bring on to the premises, without the prior consent of the Governing Body, any article of an inflammable or explosive nature, any article producing an offensive smell, or any other substance, apparatus or article of a dangerous nature.
- 9 Attendance and behaviour**  
The Premises User shall ensure that the number of persons using the premises does not exceed the number which has been approved for the activity.
- The Premises User shall be responsible for the behaviour of all attendees on the premises for the full duration of the hire period and until the premises are vacated. The Premises User shall be liable for any damage caused by their attendees.
- It is the Premises User's responsibility to ensure that all those attending are made aware of their responsibilities and the relevant insurance arrangements.
- 10 Alcohol**  
Under no circumstances shall alcoholic drinks be available at any function without prior written consent of the Governing Body. Permission will be granted only in exceptional circumstances. Applications must be made in writing at the time the Premises User applies for the use of the premises. If permission is granted for alcoholic drinks to be consumed it will be the responsibility of the Premises User to ensure that an appropriate licence is obtained from the relevant local authority.
- 11 Gambling**  
The premises may not be used for games of chance unless specific permission has been granted by the Governing Body.
- 12 Emergency procedures**  
Premises Users shall familiarise themselves with the emergency procedures in force on the premises and with the evacuation procedure in the event of a fire or other evacuation event. Fire doors and other exits must be kept clear at all times.

**13 Smoking**

This is a non-smoking site and smoking (including the use of vapes and e-cigarettes) is not allowed inside the premises or anywhere on the school grounds.

**14 Site Manager**

The Site Manager is instructed by the Governing Body to ensure that these Conditions of Hire are fully complied with. All reasonable instructions given by the Site Manager on duty must be followed.

**15 Right of access**

The Governing Body and its agents reserve the right of access to the premises during the hire period.

Premises Users and the attendees of their events do not have an automatic right of access to the school car park and must request permission to from the Headteacher.

The Headteacher or their representative reserves the right to suspend or withdraw use of the school premises by a Premises User with immediate effect for non-payment of invoices or if their behaviour, or that of their attendees, causes damage to property or has an impact on the operation of the school or the use of the premises by others.

Following the suspension, the Premises User will be given the reason in writing and will be offered the opportunity to appeal to the Governing Body whose decision will be final.

**16 Free Places for After School Clubs**

Premises Users who provide activities that are designed and offered to support the school's After School Club provision must provide one free space for the school to allocate to disadvantaged or vulnerable children.

**17 Damage to the building or resources**

Hirers of the facilities are liable for any damage and the cost of repairs where damage to any part of the school or resources is caused while hire of the building is taking place. In accepting the Conditions of Hire hirers agree that an additional charge may be made in respect of any damage caused.