



# Lettings Policy

## Our Shared Vision

**Striving for excellence in everything we do**

High Quality  
Education for  
ALL

Effective  
home/school  
and community  
partnerships

## Equality Mission Statement

We are committed to ensuring equality of educational opportunity and support for all pupils, parents, carers, staff and visitors irrespective of age, sex, race, disability, religion or belief, sexual orientation, pregnancy, gender reassignment, and socio-economic background. We aim to provide a fully inclusive school in which every person feels proud of their identity and is able to participate fully within the school community. We believe that a diverse school community is a strength which should be respected and celebrated by all those who learn, teach and visit here.

|                                                              |                                     |
|--------------------------------------------------------------|-------------------------------------|
| <b>Approved by:</b><br>Site & Financial Management Committee | <b>Date:</b>                        |
| <b>Signature (Chair of Committee):</b>                       | <b>Signature (Headteacher):</b>     |
| <b>Last reviewed on:</b> April 2026                          | <b>Next review date:</b> April 2027 |

This Policy is written in line with the latest guidelines issued by the London Borough of Barking and Dagenham.

## **REVIEW PROCEDURES**

This policy will be reviewed at least annually and revised as necessary.

Any amendments required to be made to the policy as a result of a review will be presented to the Governing Body for agreement.

### **Related Policies:**

The following should be read in conjunction with this policy:

- Scheme for Financing Schools (Barking & Dagenham)
- Financial Management Standards & Guidance for Becontree Primary School
- Health & Safety Policy
- Security Policy

### **Introduction**

The Governing Body of Becontree Primary School regards the school buildings and grounds 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 Body is to support the school in providing the best possible education for its pupils, and any lettings of the premises to outside organisations will be considered, with this in mind.

The school's delegated budget (which is provided for the education of its pupils) will not be used to subsidise any lettings by community or commercial organisations. A charge will be levied to meet the additional costs incurred by the school in respect of any lettings of the premises. As a minimum, the actual cost to the school of any use of the premises by an outside organisation must be reimbursed to the school's budget.

The school must not be let for political use.

### **Definition of a Letting**

A letting may be defined as "any use of the school premises (buildings and grounds) by either a community group (such as a local music group or football team), or a commercial organisation (such as the local branch of 'Weight Watchers')". A letting must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

Use of the premises for activities such as staff meetings, parents' meetings, Governing Body meetings and extra-curricular activities of pupils supervised by school staff, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school's delegated budget.

### **Charges for a Letting**

The Governing Body 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 and lighting);
- 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).

The specific charge levied will be reviewed annually, during the Spring Term by the Finance Committee, for implementation from the beginning of the next financial year (1st April of the current year). Current charges will be provided to the Hirer in advance of any letting being agreed.

Hire charges are reviewed and assessed on an individual basis, using the following scale of charges as a general guide.

### **Scale of Charges**

|                                       |              |
|---------------------------------------|--------------|
| Sunshine Hall (including kitchenette) | £55 per hour |
| Junior Hall/Dining Hall               | £55 per hour |
| Classroom area                        | £45 per hour |

Additional charges will be made where necessary to provide staff to operate equipment. Other kitchen facilities are **not** available for hire.

The school encourages facilities which enhance the offer to parents/carers and consequently governors have ruled that a special charge shall be made available to:

- an organisation offering breakfast and after-school childcare. This special hire charge is £10.70 per hour. As with all lettings, this special charge is monitored and reviewed annually in the Spring term for the following financial year (starting on 1<sup>st</sup> April).
- an organisation offering the HAF Holiday Club programme for disadvantaged children. This special hire charge is £25.00 per hour. As with all lettings, this special charge is monitored and reviewed annually in the Spring term for the following financial year (starting on 1<sup>st</sup> April).
- An organisation offering after-school tuition sessions to pupils on-site. This special hire charge is £30.00 per hour. As with all lettings, this special charge is monitored and reviewed annually in the Spring term for the following financial year (starting 1<sup>st</sup> April).
- An organisation offering tuition sessions on-site at weekends. This special hire charge is £33.75 per hour. As with all lettings, this special charge is

monitored and reviewed annually in the Spring term for the following financial year (starting 1<sup>st</sup> April).

- An organisation using the premises to offer evening fitness/Zumba classes to the community. This special hire charge is £30.00 per hour.

### **Addition of Value Added Tax – General Hiring**

The VAT treatment of general lettings is shown in the table below. In cases where the letting is exempt from VAT no VAT is added to the charge. Where the letting is standard rated VAT at 20.0 % should be added to the charge.

| <b>HIRE OF ROOM, HALL OR THEATRE</b>                                                                                                              | <b>VALUE ADDED TAX</b>      |
|---------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| Hire of a room which includes tables and chairs.                                                                                                  | Exempt from VAT             |
| Hire of a room which includes tables and chairs with the provision of light refreshments (tea and coffee).                                        | Exempt from VAT             |
| Hire of a room which includes tables and chairs together with a hire of a kitchen which the hirer can use to prepare food and drink.              | Exempt from VAT             |
| Hire of a room which includes tables and chairs and the catering supplied by the school.                                                          | Standard rated – VAT at 20% |
| Hire of a room which includes tables and chairs, flipchart and overhead projector.                                                                | Exempt from VAT             |
| Hire of a room which includes tables and chairs and the use of computer facilities.                                                               | Standard rated – VAT at 20% |
| Hire of a hall to a theatre group to put on a play. The theatre group operates the theatre and retain the box office takings.                     | Exempt from VAT             |
| Hire of a hall to a theatre group to put on a play. The theatre retains the box office takings. The school provides staff to operate the theatre. | Standard rated – VAT at 20% |
| Hire of a hall to a theatre group to put on a play. The hire includes a bar facility which is operated by the school.                             | Standard rated – VAT at 20% |
| Hire of a hall without the use of any equipment.                                                                                                  | Exempt from VAT             |

### **Addition of Value Added Tax – Hiring of Sports Facilities**

The school does not currently have any of these facilities.

### **Management and Administration of Lettings**

The Headteacher is responsible for the management of lettings but has delegated day-to-day management to the Strategic Business Lead, whilst retaining overall responsibility for the lettings process.

If the Headteacher has any concern about whether a particular request for a letting is appropriate or not, they will consult with the Chair of the Site & Financial Management Committee (or alternative, as appropriate), who is empowered to determine the issue on behalf of the Governing Body, and as a result, the letting application may be refused.

The hirer should be a named individual and the agreement should be in their name, giving their permanent address. This avoids any slight risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure. The hirer shall be personally responsible for payment of all fees or other sums due in respect of the letting.

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background. 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 them or of creating any tenancy between the school and the hirer.

The Hirer shall not sub-let the premises to another person.

### **Priority of Use**

The Headteacher will resolve conflicting requests for the use of the premises, with priority at all times being given to school functions.

### **The Administrative Process**

Organisations seeking to hire the school premises should approach the Strategic Business Lead, who will identify their requirements and clarify the facilities available. A Letting Request Form (see Appendix A) should be completed at this stage. The Governing Body has the right to refuse an application and no letting should be regarded as “booked” until approval has been given in writing. No public announcement of any activity or function-taking place should be made by the organisation concerned until the booking has been formally confirmed.

Once a letting has been approved and a copy of valid liability insurance obtained by the school, confirmation will be sent to the Hirer together with the Lettings Arrangement Contract of Use (see Appendix B), setting out full details of the letting, Health and Safety Policy and Equal Opportunities Policy. If children are involved in

the activity, then the Hirer is required to provide a copy of their safeguarding/Child Protection Policy in line with the current Keeping Children Safe in Education. The policy should also set out how they are meeting the requirements of After school clubs, community activities and tuition safeguarding practice for providers.

The person applying to hire the premises will usually be invoiced termly in advance for the cost of the letting, in accordance with the Governing Body's current scale of charges. A deposit will be taken from individuals/companies not already known to the school to secure a booking. The Hirer must be a named individual. Any changes to this will be recorded in the Lettings Arrangements Contract.

All lettings fees which are received by the school will be paid into the school's delegated budget, 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 Headteacher (or other designated member of staff) will monitor the Hirer's compliance with the Terms and Conditions of Hire. Any breach of the Terms and Conditions of Hire may result in the cancellation of the letting. Designated members of staff reserve the right of access to the premises during any letting. The Headteacher may monitor activities from time to time.

Where the Hirer has a complaint, the schools standard Complaints Policy and process will apply.

### **Liability Insurance**

The Hirer shall indemnify the Council, School and School Governors by way of Liability Insurance either arranged via the school by taking out the Hirers Liability Cover provided by the Council (for Non-Commercial hires) or must hold their own Liability Insurance (for Commercial Hires). The school will ensure adequate and valid insurance is in place before any letting is formally confirmed.

The school does not accept any responsibility or liability for any personal injury, accident or death, neither does the school accept responsibility of any damage to property which occurs during the hire agreement.

The school will not be liable for any other loss or damage arising out of any circumstances beyond its reasonable control.

Nothing in these terms and condition restricts the school's liability for death or personal injury arising out of any omission of the school.

### **Data Protection**

The school will not share the customer's personal data with any third parties for any reasons without prior consent from the customer. Such data will only be collected and processed and held in accordance with the school's rights and obligations arising under the provisions and principals of the Data Protection Act 1998, the Data Protection Act 2018 and the UK General Data Protection Regulations.

### **Copyright or Performing Rights**

The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the Local Education Authority and or the school against all sums of money which they may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

Noise levels must be kept below that which would disturb any surrounding residential area, during, before or after the letting.

### **Promotional literature/newsletters**

A draft copy of any information to be distributed to participants or through the school must be sanctioned by the Headteacher at least one week prior to distribution.

### **Conditions of Use**

1. Application for a letting does not necessarily guarantee acceptance. All applications will be confirmed, or otherwise, by the Headteacher (or other Designated person).
2. Organisations will be required to pay the letting charge if the premises are opened for the letting even if the letting does not take place. The Hirers must give a minimum of 30 days-notice of any cancellation. Any changes to the letting are at the sole discretion of the school and a formal written request must be made 30 days before the letting.
3. The school reserves the right to cancel or amend a letting in the event of the premises subsequently being required for school activities. In this event as much notice as possible will be given but the school will not be under any obligation to offer alternative accommodation.
4. The letting must be correctly supervised by the Hirers who will undertake to pay for any damage caused by their use of the premises and are responsible for their own third-party liability cover. The Hirer will also indemnify the school and the LA against any claims, prosecutions, actions, costs and demands arising from the letting.
5. All accounts are payable within 30 days from the date of the account. The school reserves the right to refuse the Hirer subsequent admission to the premises if any account remains unpaid after this period.
6. If a letting over-runs the time booked, an additional charge will be made.
7. The school reserves the right to amend the charges giving 30 days-notice.
8. The Hirer must make him/herself fully conversant with the fire drill for the premises and the position of appliances and emergency exits. He/she must also

keep a register of members for Health and Safety reasons. In the event of an evacuation of the building, the Hirer is responsible for informing the Fire Officer (Headteacher or designated officer) that all group members have been evacuated safely.

9. The Hirer must ensure that adequate and appropriate First Aid arrangements are in place, including appropriately trained persons and equipment. Any accidents on site must be reported to the school (to the Strategic Business Lead) as soon as possible, in writing.

9. Once completed, the School Letting Request Form should be returned to The Strategic Business Lead of Becontree Primary School.

10. Failure to comply with the Conditions of Use may result in a letting being cancelled and may jeopardise any future application.

## School Letting Request Form

**A request for a letter requires 1 minimum of 1 months' notice**

|                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                               |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date of letting to start                                                                                                                                                                                                                                                             |                                                                                                                                                                                               |
| End date (if not known, write ongoing)                                                                                                                                                                                                                                               |                                                                                                                                                                                               |
| Time letting required (remember to allow for setting up and packing away)                                                                                                                                                                                                            | From: _____ To: _____                                                                                                                                                                         |
| Name of individual responsible                                                                                                                                                                                                                                                       |                                                                                                                                                                                               |
| Contact details (address, telephone and email)                                                                                                                                                                                                                                       |                                                                                                                                                                                               |
| Type of organisation / activity                                                                                                                                                                                                                                                      |                                                                                                                                                                                               |
| Facilities required                                                                                                                                                                                                                                                                  | Hall <input type="checkbox"/> Classroom <input type="checkbox"/><br>Kitchenette <input type="checkbox"/> Other <input type="checkbox"/><br>Please state other requirements in additional info |
| Number of people expected                                                                                                                                                                                                                                                            |                                                                                                                                                                                               |
| Reason for letting                                                                                                                                                                                                                                                                   |                                                                                                                                                                                               |
| Additional information <ul style="list-style-type: none"> <li>Staff qualifications</li> <li>DBS status (if required)</li> <li>First Aid arrangements</li> <li>Potentially hazardous activities</li> <li>Electrical equipment required</li> <li>Other relevant information</li> </ul> |                                                                                                                                                                                               |
| Name requested by                                                                                                                                                                                                                                                                    |                                                                                                                                                                                               |
| Date of request                                                                                                                                                                                                                                                                      |                                                                                                                                                                                               |

Office use only:

|                                 |              |
|---------------------------------|--------------|
| Letting approved:      YES / NO | Reason:      |
| Date:                           | Approved by: |



## Lettings Arrangement Contract of Use

This contract has been agreed between Becontree Primary School (The School) and ..... (The Hirer) regarding the premises to be used as .....:

### 1. Areas to be used

The areas to be used are the hall / toilets/ kitchen, the appropriate corridors and entrance/playground (please specify below).

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

The use of kitchen areas are negotiable with the school.

### 2. Times of use

The areas stated in paragraph (1) above are let daily/weekly/monthly or other (please specify) .....

Between the times of ..... and .....

Please state if lettings are term-time only YES / NO.

Other times outside the contracted hours can be arranged between the school and the club accordingly.

### **3. The rent**

£..... per hour. The rent covers the use of the areas stated in paragraph (1). In addition, heating, lighting, cleaning, caretaking and normal wear and tear are all covered by the rent. The rent is to be paid in advance. An invoice will be raised by the school once each half-term. The school shall provide such invoices by email to the named individual (the Hirer).

### **4. Site Management & hand-over arrangements**

The Hirer must provide an emergency contact number and the school will provide an emergency contact number.

The Site Manager will usually be available on site during the duration of the letting. The Site Manager will “hand over” the premises and at the end of the session “receive back” the premises. The premises are expected to be “handed back” in an “as you find it” state. The premises will be handed-over promptly at the end of the letting and all equipment and furniture will be returned to the correct place of storage. Any issues regarding damage, mess etc to the premises used by the Hirer are to be noted by both the Site Manager and the Hirer and dealt with at the time or the next morning.

The Hirer is responsible for supervising any children taking part in an activity until; they are collected by a responsible adult.

### **5. Specific handover arrangements**

- At the start of the session

.....

- At the end of the session

.....

### **6. Cleaning arrangements**

The Hirer will ensure that the premises are returned to an “as you find it state”.

### **7. Utilities**

Unless otherwise stated in the Lettings Arrangement, the use of all utilities; for example, water, gas, electricity, is included in the hire fees.

#### **8. Storage facility**

The Hirer has requested that storage facilities be made available on site. This will be provided at a cost to the Hirer. These facilities must be kept in good order. The school doesn't take responsibility for the upkeep and the Hirer agrees to this at their own risk. The school has agreed (through negotiation with the Hirer) to house the following:

- 1.
- 2.
- 3.

#### **9. Furniture and Fittings**

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.

#### **10. Equipment**

Responsible adults must supervise the use of any equipment, which is issued and ensure its safe return. The Hirer is liable for any damage, loss or theft of school equipment they are using, and for the equipment's safe and appropriate.

Any electrical equipment brought by the Hirer onto the school site **MUST** comply with the LA code of practice for electrical equipment. Equipment must either have a certificate of safety from a qualified electrical engineer (PAT testing) or be inspected by the LA. The intention to use any electrical equipment must be notified on the application. The school have the right to ask to inspect any electrical equipment brought on to the premises.

The following equipment is available for use by the Hirer:

- 1.

2.

3.

### **11. Other facilities**

The school car park, subject to availability, may be used by the Hirer and other adults involved in the letting. Access to the school's toilet facilities is included as part of the hire arrangements.

### **12. Insurance**

The Hirer warrants to the school 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 Hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.

### **13. Safety**

The Hirer is responsible for organising fire drills and the operation of fire extinguishers, exit doors, fire alarms etc. The school is responsible for the maintenance of all safety equipment. The Hirer is responsible for informing the Site Manager or Strategic Business Lead of any concerns relating to safety.

Any adults working with the school's pupils (for example, at an after-school sports club) must be appropriately qualified, including safeguarding training.

The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approval given. The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct. It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

Neither the school, nor the Local Authority, will be responsible for any injury to persons or damage to property arising out of the letting of the premises.

The whole of the school premises is a non-smoking area, and smoking is not permitted.

There is no legal requirement for the school to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. Use of the schools resources is not available. A defibrillator is on site and can be accessed during normal school opening hours. Access at other times cannot be agreed.

Any accidents that occur on-site should be reported to the Site Manager or Strategic Business Lead as soon as practically possible after the event.

The person responsible for the security of the premises before, during and after the hire will explain the fire procedures to the Hirer. The advice will specifically relate to emergency evacuation procedures, fire alarm points and fire-fighting equipment, assembly points and roll call of personnel, location of telephone and how to summon the Fire Brigade and emergency services. **A written copy of school's fire evacuation procedures will be issued to hirers and is displayed throughout the school.** The Hirer will ensure that the fire exits remain unobstructed. Fire equipment must not be moved from its location unless being used for its intended purpose.

The Hirer may not at any time have gas cylinders on the premises or any other containers of substances which are noxious, corrosive, toxic, explosive or hazardous.

The Hirer may not at any time bring live animals onto the premises, this prohibition does not include dogs for the blind which shall be permitted at all times.

The Hirer must not use any naked flames inside the venue except small candles, such as birthday candles.

No smoking is allowed on the premises at any time. This includes Vaping.

#### **14. Food and drink**

The hirer may bring cold foods and drinks into the premises. No food or drink may be prepared or consumed on the property without the direct permission of the Headteacher, in line with current food hygiene regulations. All litter must be placed in the bins provided. The use of any school catering equipment is strictly prohibited.

No intoxicants shall be brought on to or consumed on the premises without the permission of the Headteacher.

#### **15. Site Security**

Staff employed by the Hirer will only enter the school site by the front entrance and will sign-in and out using the electronic system, in order that an accurate record can be kept for evacuation purposes. The Hirer will keep accurate records of all users/pupils on site. Any other visitors to the site will be signed in and will wear visitor badges at all times.

Visitors, users, pupils, parents/carers associated with the Hirer should be accompanied around the building at all times and should never be allowed to wander unescorted. Staff employed by the Hirer should escort any unknown visitors to the school office.

Only named keyholders may operate the security system. Keys and security codes should not be passed to any other person without the direct permission of the Headteacher.

#### **16. Safeguarding**

If children are involved in the activity, the Hirer must have a robust Safeguarding Procedure in place. The Hirer must provide a copy of their Safeguarding/Child Protection Policy to the school (no later than when this agreement is completed and returned). The Policy should follow current Keeping Children Safe in Education Guidance. The policy should also set out how they are meeting the requirements of After school clubs, community activities and tuition safeguarding practice for

providers. If appropriate, the Hirer should provide proof that they are OFSTED registered and evidence of up-to-date Safeguarding training.

### **17. Safer Recruitment**

As part of safeguarding procedures, schools are required to obtain written notification from any agency, or third-party organisation they use that the organisation has carried out the checks to confirm that relevant vetting checks have been undertaken by the agency / contractor. Therefore, if your letting involves children or takes place when children are on site, we will request that a letter of assurance is completed and returned to the school by the Hirer.

If the Hirer will be on-site at any time during school hours, they will obtain enhanced DBS clearance for each member of staff and provide details to the school for entry on the Single Central Record. The Hirer will advise the school regarding any safeguarding concerns for staff and will complete and provide copies of any Risk Assessment required following an entry on a DBS certificate or advice from the DBS service of any subsequent offences, cautions, reprimands, etc. The Hirer will forward a list of all staff to the school; each time it is updated, so that cover staff from other settings can come into school if required.

### **18. Liaison**

The Hirer will provide a report to the governors if requested. Governors will be given access to the Hirer when requested, with at least 1 weeks' notice being given.

Any concerns or incidents that take place involving individuals attending with the Hirer during letting sessions is to be communicated to the School Office and the Hirer, or in more serious instances a member of the school's Strategic Leadership Team.

### **19. Review of the agreement**

This agreement will be reviewed annually.

### **20. Termination of the agreement**

This agreement may be terminated at half a term's notice if Hirer fails to comply with:

- The terms of the agreement.
- The terms of OFSTED registration.
- Local and National Safeguarding and Child Protection statutory guidance.

Or immediately if:

- The premises become unsafe or unfit for the purpose of the letting agreement.
- A school-based emergency that occurs.

### **Law and Jurisdiction**

These terms and conditions shall be governed by the Laws of England and Wales.

Any dispute between the parties relating to these terms and conditions shall fall within the jurisdiction of the courts of England and Wales.

### **21. Link persons**

The following representatives of the school and the club are designated as 'link persons' between the two organisations:

For the school: \_\_\_\_\_ For the Hirer: \_\_\_\_\_

In the absence of the link persons, the following will be designated:

For the school: \_\_\_\_\_ For the Hirer: \_\_\_\_\_

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**By signing below, both the school and the Hirer agree to abide by the above agreement.**

Name of representative for the school: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name of the Hirer: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_