



KINGSWAY COMMUNITY TRUST

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SCHOOL LETTINGS POLICY & TERMS OF HIRE

June 2025

School Lettings Policy

Date: June 2025

Review date: Summer 2026

Introduction

The object of letting (hire of) school premises is to establish the school as a resource of and the ‘hub’ of the community. This in turn will encourage greater community cohesion and facilitate more vibrant, safer and stronger communities.

The school should not be let at a financial loss, whilst the Trust Board can cross subsidise lettings by charging different amounts for different purposes, delegated budgets must not be used to subsidise non-school activities.

The Trust Board in conjunction with the school Executive Headteacher will decide on the process for agreeing if and what Trust facilities will be let to a 3rd party and on what terms.

The term ‘school’ can be defined as any of the Trust schools, Cringle Brook Primary, Green End Primary and Ladybarn Primary.

Definition Of A Letting

A letting is 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”)*’.

Equal Opportunities

Trust premises must not be let to any individual, group or organisation that does not subscribe and adhere to the schools statement on equal opportunities.

Political Use

Trust premises must not be let for political use, the only exception to this is as a polling station.

Types of Lettings

Single lettings are those where an individual or organisation wishes to hire facilities on a one off basis, these lettings should still be subject to a formal lettings agreement and follow the same principles as a continuous letting. Continuous lettings are those that run for a number of weeks or terms.

Letting Agreement

All lettings (even those where no charge is made) must be subject to a letting agreement, (see Appendix A) this will detail the terms of the letting and must be signed by both the Trust and the hirer. A letting should only be confirmed as accepted when a signed letting agreement is in place. Any amendments to an agreement will require a new agreement form to be signed.

No lettings are to take place when school is in session.

Organisations seeking to hire the school premises should approach the Finance & Operations Director, who will confirm requirements, clarify the facilities available and provisionally agree whether the letting can occur. The hirer will then need to complete a School Letting Request Form and also read and sign a copy of the terms and conditions of Hire.

The Executive Headteacher 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, written confirmation will be sent to the hirer, setting out full details of the letting. The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the Trust's current scale of charges, enclosed within this policy. Payment should be made at least seven day in advance of the hire date.

The hirer should be a named individual and the agreement should be in their name, giving their permanent private address.

Where there is an ongoing arrangement there will be an updated service level agreement completed and signed annually (or earlier if a safeguarding concern is raised), along with a signed safeguarding declaration form.

Legal Use

It is the responsibility of the person letting the premises (hirer) to ensure the premises will not be used for any purpose which may be deemed contrary to English law. The schools are community buildings and the hirer will be held responsible for noise levels and guest behaviour which must not offend other users or local residents.

Terms and Conditions of Use

All terms and conditions set out below must be adhered to. The "hirer" shall be the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

Status of the Hirer

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.

Persons may have to undergo, at the discretion of the Executive Headteacher, a criminal record check via the Disclosure and barring service (DBS). If a particular letting involves contact with the school's pupils, all personnel involved **must** undergo a DBS check. These checks must be made by prior arrangements with the Executive Headteacher, with at least half a term's notice in advance to ensure that the checks can be carried out in time.

Any adults working with the school's pupils (for example, at an afterschool sports club) must be appropriately qualified.

The hirer must provide the School with a named individual who the School can contact in the case of an emergency, this person must be on the premises for the duration of the letting.

Safety

During the period of the letting the hirer's named individual will be responsible for following the conditions of booking (see appropriate section of toolkit), and ensuring the safety of those using the premises. The named individual will have the responsibility for complying with Trust Health & Safety Policy (copy should be made available on request to hirer) and any other instructions or guidance provided by the Executive Headteacher.

The Trust will provide the hirer with the name and phone number of the school contacts in the case of an emergency. A member of the school staff will be responsible for showing the hirer's named individual how to raise the alarm in an emergency, this will include location of appropriate fire exits, fire extinguishers, evacuation and fire collation points. The school will also have responsibility for organising periodic fire drills. It will be the named individual's responsibility to keep a register of those attending the event/activity, ensure fire exits are not obstructed and that the school security is not compromised.

No equipment can be brought on to the site without the prior approval of the Executive Headteacher. Electrical equipment will also require a PAT testing certificate. Alcohol, smoking, drugs & gambling are not appropriate activities on school premises.

Access to each school's car park should be limited especially if young children are on site.

Safeguarding

1. **Safeguarding Policy:** The Hirer must have a safeguarding policy in place that aligns with the guidance provided in "Keeping children safe in education 2025".
2. **DBS Checks:** All staff and volunteers involved in the activity must have up-to-date DBS checks.
3. **Designated Safeguarding Lead (DSL):** The Hirer must appoint a DSL who will be responsible for safeguarding during the hire period.
4. **Reporting Concerns:** Any safeguarding concerns must be reported immediately to the school's DSL and the relevant authorities.
5. **Supervision:** Adequate supervision ratios must be maintained at all times, as per the school's safeguarding policy.
6. **Health and Safety:** The Hirer must comply with all health and safety regulations and ensure the safety of all children attending the activity.
7. Devices which may be brought on to the premises and used by attendees, will not be given access to the school network.

The school is required to ensure that the DSL can be contacted and/or is available at all times the school premises is in use by children. The DSL does not need to be on the premises during this period but the school will clearly communicate the method for contacting the DSL to the hiring organisation.

Risk Assessments

The hirer will be responsible for ensuring compliance with any school provided risk assessments. Where appropriate the hirer will be responsible for undertaking their own risk assessments for specific activities and providing their own first aider. The school's cooking facilities must not be used unless prior permission has been obtained from the Executive Headteacher.

Insurance

The Trust does not provide hirers with public liability insurance against personal injury, accident, loss or damage to property. The hirer must provide evidence to the Executive Head teacher or Finance & Operations Director that they have adequate insurance cover in place before a letting can be agreed. It is recommended that Public Liability insurance to the value of £2million is in place for low risk activities (e.g. adult education classes) and £5million for high risk activities (e.g. gymnastic class).

Priority Of Use

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

Attendance

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.

Public Safety

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 clear. ***The hirer shall be responsible for providing adequate supervision to maintain order and good conduct.***

Own Risk

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.

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.

School Equipment

Responsible adults must supervise the use of any equipment, which is used 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 use.

Electrical Equipment

Any electrical equipment brought by the hirer onto the school site must either have a certificate of safety from a qualified electrical engineer or be inspected by the LA. The intention to use any electrical equipment must be notified on the application.

Car Parking Facilities

Subject to availability, these may be used by the hirer and other adults involved in the letting.

Toilet Facilities

Access to the school's toilet facilities is included as part of the hire arrangements.

First Aid Facilities

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 school's resources is not available.

Fire Regulations

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 the school's fire evacuation procedures will be issued to hirers upon request by the hirer.

Food And Drink

No food or drink may be prepared or consumed on the property without prior arrangement (at the time of hire) with the Executive Headteacher/Head of School, in line with current food hygiene regulations. All litter must be placed in the bins provided.

Smoking

The whole of the school premises (including the outdoor grounds of the school) is a non-smoking area, and smoking is not permitted.

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 Authority any or the Trust Board 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.

Sub-Letting

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

Charges

Hire (Letting) charges are reviewed annually and the current charge is set out in the charging statement above.

Licences

The hirer is responsible for obtaining all necessary licences, consents and/or permissions which may be required from any source in connection with this letting and the activity stated in the Lettings Request Form.

Damage

The hirer will be responsible for the cost of any damage to school premises or equipment, school staff have free access to all parts of the school site during lettings to check hirers are acting in a responsible manner.

- EITHER:** The School has arranged appropriate public liability insurance to cover all 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. A pro-rata cost of the insurance premium will be included in the hire charge.
- OR:** 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 minimum limit for this insurance cover is £5 million. The hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.

The above will be dependent upon the type of activity taking place during the course of the letting.

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

Cleaning/Security

Any costs for cleaning or providing building security will be detailed in the letting agreement, where such costs are not identified, responsibility for cleaning and security will be the responsibility of the hirer. School site staff will be responsible for opening and closing the school unless alternative arrangements have been agreed with the Executive Headteacher.

The School will hire and pay for a person to be responsible for the security of the premises before, during and after the hire, and for the cleaning of the premises after its use. The cost will be included in the charge for the letting. If no suitable person can be employed, then the letting will not be allowed or will be cancelled. Only named key holders may operate the security system. Keys should not be passed to any other person without direct permission of the Executive Headteacher.

Right Of Access

The Trust Board reserves the right of access to the premises during any letting. The Executive Headteacher or Head of School may monitor activities from time to time.

Conclusion Of The Letting

The hirer shall, at the end of the hire period, leave the accommodation in a reasonably tidy condition, all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional cost may be incurred.

Vacation Of Premises

The hirer shall ensure that the premises are vacated promptly at the end of the letting. The hirer is responsible for supervise on of any children taking part in an activity until they are collected by a responsible adult.

Promotional Literature/Newsletters

A draft copy of any information to be distributed to participants or through the school must be sanctioned by the Executive Headteacher a week prior to distribution by the hirer.

Charges

Charges will be set out in the letting agreement between the Trust and hirer. The Trust Board will periodically review these charges, giving the hirer at least one half terms notice of any changes in fees or conditions of hire. Information and advice on calculating charges is contained within the toolkit.

Cancellation & Complaints

The Trust (via the Executive Headteacher or other appointed representative) has the right to cancel any letting, reasonable notice of cancellation will be given by the Trust unless the hirer is in breach of the letting agreement, upon which cancellation will take immediate effect. The School will not be liable for any financial or any other losses made by the hirer in the event that the sports hall, Arts room or part of them, becomes unusable for any reason.

Where the hirer has a complaint the schools standard complaints policy and process will apply, if the Trust has a complaint about the hirer, in the first instance the Executive Headteacher will raise this with the named person, if the complaint is not resolved it will be escalated to the governing body to decide on the appropriate action for the Trust to take.

Breach Of Conditions

In the event of breach of any of the conditions set out above by the hirer the School reserves the right to cancel the booking and will not be liable to refund any or part of the hire fee to the hirer or be liable to the hirer for any loss arising from such a cancellation.

Declaration of Interest:

Any members of school staff or trustees/governors having connection with a letting must formally declare this, declarations should be formally minuted at the appropriate meeting.

Issue Status

Document Control	
Title	School Lettings Policy
Date	June 2025
Supersedes	March 2022
Amendments	
Related Policies/Guidance	KWCT Health & Safety Policy, Keeping Children Safe in Education 2025, Working Together to Safeguard Children, DFE Safe after School Guidance, Safeguarding Guidance for Manchester Schools on School Lettings, Feb 24
Review	Annually
Date adopted by Trust Board	16 July 2025

Appendix A

School Letting Request Form

Complete below, or online [here](#)

Hirers Details

Name of organisation	
Contact Name:	
Position in organisation:	
Contact address:	
Postcode:	
Telephone No:	
Mobile No:	
Email Address:	

Hire Activity

What is the purpose of the hire?		
Do you make a charge for attending the activity?	Yes	No
If YES, what is the charge?		
Does the activity involve young people?	Yes	No

Letting Details

Day:		Time:		Hourly Rate:	
Start Date:		Finish date:			
Total Letting hours:		Total Cost			

		Please indicate
Facilities required:	Sports Hall	
	Meeting Room	
	School Hall	
Numbers Expected:		

I confirm that the information given in this form is correct and I have read and accept the full terms and conditions of hire.

Signature of hirer: Date:	
Letting approved by:	
Date of approval:	
Cost of facilities @ per hr (£ @ hours)	£
Cost of additional staff/resources:	£
Total cost of Hire: (Invoice attached)	£
Confirmation Signed: Date:	

Safeguarding Declaration

I, as the hirer, declare the following safeguarding arrangements are in place if children are participating in the hirers provision

Safeguarding Training undertaken by the hirer and all staff employed or managed by the hirer (e.g. abuse and neglect, child on child abuse, online harm).	
Disclosure and Barring Service checks in place for the hirer and all staff employed or managed by the hirer.	
Designated Safeguarding Lead trained named person employed by the hirer (or is the hirer) present during each session of letting.	
Have an effective safeguarding and child protection policy in place	
Have a staff behaviour policy (or code of conduct) in place	
The school DSL contact details available for each session of the letting (they are not required to be on the premises).	
Liaison must take place with the school on any safeguarding concerns . This applies regardless of whether or not the children who attend the hirer's provision attend the school/college.	
The hirer and all staff employed or managed by the hirer know how to raise concerns about child.	
The hirer and all staff employed or managed by the hirer have clear procedures on what to do if there are concerns about a staff member, volunteer or other adult who may pose a risk of harm to children	
Provision for parents and carers with a named individual so they can raise safeguarding concerns	
Knowledge of the local referral route into children's social care	
Know to report any allegations of harm to a child to both the local authority designated office (LADO) and the police as soon as reasonable practical	
I confirm I am aware of the Manchester Safeguarding partnership and multi agency arrangements in Manchester	
Have considered the suitability and safety of the setting for employees, children and young persons, taking steps to reduce any risks identified	
Have paediatric first aid training where children aged 5 and under are attending the provision (unless exempt from registration with Ofsted)	

Have first aid training and a first aid kit to hand as well as awareness of what to do in an emergency	
Have more than one emergency contact for each child in attendance	
Knowledge of any medical concerns or allergies of children in attendance	

1. Application for a letting does not necessarily guarantee acceptance. All applications will be confirmed, or otherwise, by the Trust Finance & Operations Director within 5 days of receipt of the letting request form.
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 1 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 7 days before the Letting.
3. The School reserves the right to cancel or amend this 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 Trust Board and the Local Authority against any claims prosecutions actions costs and demands arising from the letting.
5. Multiple Lettings: All accounts are payable within **7** 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.

Single Lettings: Payment for single lettings must be made to the school **at least 7 days before** the commencement of the letting.

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 **5** days' notice.
8. The hirer must make themselves fully conversant with the emergency procedures for the premises and the position of appliances and emergency exits. They 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 – **Emergency services** that all group members have been evacuated safely.
9. Once completed the **School Letting Request Form** should be returned to the Finance & Operations Director, together with the **SIGNED PAGE** from the terms and conditions of hire policy. Any dispute relating to the hire of the facility should be referred to the Local Governing Committee of the school.
10. The hirer must produce evidence that they hold public liability insurance or that they are covered by insurance arrangements as part of MCC. Letting of facilities by individuals fall outside these insurance arrangements
11. **Criminal Records Bureau Clearance**
Should the purpose of the hire agreement involve the presence of children (E.g. out of hours club, ballet examinations) it is the responsibility of the hirer to produce evidence of DBS disclosures for all adults involved **prior to the letting**.

12. A schools representative will be responsible for opening and closing the facility and ensuring its readiness for use

THE AIMS AND OBJECTIVES OF OUR COMMUNITY PROVISION

The school has its specific aims and outcomes identified to support the most effective development and impact of our curriculum and community provision – we hope you will support us in our achievement for the following:

We want to ensure our young people have:-

- Inspirational **SPACES** that engage our children and adults within the school’s wider community to extend their physical, artistic and mental well being

We want to achieve:-

- Quality personalised curriculum pathways through innovative use of space
- Seamlessness between wider community sport, arts and family/community participation
- Supporting children’s and adults’ choices about their health and creative lifestyles
- Sustain wider community partnership that contributes to community activity and its development