



MANLEY PARK
PRIMARY SCHOOL

G R O W I N G T O G E T H E R

Lettings Policy

Document Control	
Title	Lettings Policy
Date	May 2026
Supersedes	May 2025
Approved by Governing Body	May 2026
Date Adopted by School	May 2026
Review Date	May 2027

1. Aims

We aim to:

- Make sure the school's premises and facilities can be used, where appropriate, to support community or commercial organisations
- Allow the hiring of the premises without using the school's delegated budget to subsidise this
- Charge for the use of the premises to cover the costs of hire and, where appropriate, raise additional funds for the school
- Not let any hiring out of the premises interfere with the school's primary purpose of providing education to its pupils

2. Areas available for hire

2.1 Available areas

The school will permit the hire of the following areas:

- School Hall – Junior Site
- School Hall – Infant Site
- Junior Playground
- Infant Playground
- Classrooms
- Crimsworth Annexe
- Crimsworth Yard
- The School House

2.2 Charging rates

The rates for hiring each area are as follows:

AREA	COST
School Halls Playgrounds Classrooms	<ul style="list-style-type: none">• £25.00 per Hour or part thereof
Crimsworth Annexe	<ul style="list-style-type: none">• £40.00 per Hour or part thereof
The School House	<ul style="list-style-type: none">• £25.00 per Hour or part thereof

3. Charging rates and principles

3.1 Rates

The rates for hiring out different areas are listed in the table in the section above. We may decide that certain organisations or activities can use the premises for a reduced rate, or free of charge, if it supports the core aims of the school. VAT will be applied where appropriate.

3.2 Cancellations

We reserve the right to cancel any agreed hiring if necessary. As much notice as possible will be given which will generally not be less than 48 hours and, where possible, alternative accommodation will be offered. A full refund will be issued if we do cancel a hire. The school shall not be liable for any indirect or consequential losses, including (without limitation) any loss of profits, loss of business or the loss of any revenue arising out of the cancellation of any hire.

The hirer of the premises can cancel any hire with a minimum of 1 week's notice. If less notice than this is given, the licensee shall not be entitled to a refund. In the event of a cancellation being made with appropriate notice time, the school will credit the hirer for an alternative booking, if applicable, or refund 80% of the fee if no further booking(s) are required.

3.3 Review

The revenue raised from hiring out will be reviewed by the School Business Manager and will be fed into the school's financial reporting, to ensure best value is being achieved. The policy and charges will be reviewed annually by the Governing Body.

4. Application process

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

The hirer should fill out, sign the hire request form, and submit it to the school office. Approval of the request will be determined by the School Business Manager. If the request is approved, we will contact the hirer with details of how to submit payment and make arrangements for the date and time in question. We will also send on details of the emergency evacuation procedures and other relevant health and safety documents (Appendix 2a). The hirer will also need to provide proof of their public liability insurance, which in some circumstances will need to be up to £10m.

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

All bookings must be paid for in full at the time of the booking. The school reserves the right at their discretion to require a deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition, necessitating in the school incurring additional costs for cleaning, caretaking or other expenses.

5. Terms and conditions of hire

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

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

of the licence or any act or omission of the hirer or any person allowed by the hirer to enter the premises

11. Save that nothing in the licence shall exclude or limit either party's liability for personal injury or death arising from the negligence of either party or any other liability that cannot be excluded by law, the school shall not be responsible for any losses of a direct or indirect nature, and its maximum liability to the hirer shall not exceed the total fees paid or to be paid to the school by the hirer under the licence.
12. Any cancellations by the hirer received with less than 1 week's notice will not be refunded.
13. Any cancellations by the school made with at least 48 hours' notice will be refunded.
14. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
15. The hirer will leave the premises in the condition it was found in, leaving the area clean and tidy and not leaving any of their own equipment behind.
16. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without the prior written agreement from the school.
17. If the hirer breaches any of the terms and conditions the school reserves the right to terminate the licence and retain any fees already paid to the school, without affecting any other right or remedy available to the school under the licence or otherwise.
18. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
19. The hirer will acquire all appropriate additional licenses for any activities they are running, including those required for use of any third party intellectual property.
20. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running.
21. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
22. The school's premises hire policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation letter issued by the school shall apply to and are incorporated in the licence.
23. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
24. The school and the hirer irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising from this licence.

6. Safeguarding

We are dedicated to ensuring the safeguarding of its pupils at all times.

It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space.

If there is a chance that those hiring the premises will come into contact with pupils, for example if the hire occurs during school hours, or when pupils may be present in the school (during after school clubs or extra-curricular activities), we will ask for confirmation that the hirers have had the appropriate level of DBS check.

If the hire takes place outside of school hours and involves direct contact with children under the age of 18 then the following will apply:

1. **Safeguarding Policy:** The Hirer must have a safeguarding policy in place that aligns with the current guidance provided in "Keeping Children Safe in Education (KCSiE)".
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.
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. **Termination:** The school reserves the right to terminate the agreement if the Hirer fails to comply with the safeguarding requirements.



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Appendix 1: Hire Request Form

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

Name of Applicant/Organisation and Company Number (where applicable)	
Applicant Contact Details	Address: Phone no: Email address:
Does the hire involve direct contact with children who are under 18?	Yes/No If Yes then please provide the following information: <ul style="list-style-type: none">• Copy of Safeguarding Policy that aligns with the current guidance for Keeping Children Safe in Education (KCSiE)• Name of Designated Safeguarding Lead (DSL) Name: Contact No:• Confirmation that all staff and volunteers involved in the activity have up to date DBS certificates []
Purpose/Activity of Organisation	

Area of the Premises Requesting to be Hired	
Dates and Times of First Hire	
Is this a recurring request, or one off? If recurring, indicate the frequency and number of occurrences (e.g. weekly, 10 weeks)	
Number of Expected Participants in the Activity	
Additional Equipment you will require from the school (please note we may not always be able to provide this but will inform you where this is/is not possible)	
Additional Equipment you will be providing yourself	
I confirm that the information given in this form is correct and I agree to accept the terms and conditions of hire and use. I enclose a copy of the relevant Public Liability Insurance	
Signed	
Print Name	
Date	
To be completed by the School	
Booking Approved by School	Yes/No
Date Approved	

Please return this form via email to finance@manleypark.com. We will be in touch to inform you if your application is successful.

Appendix 2a – (To be sent out with confirmation of booking)

Health and safety including fire evacuation procedures

The hirer is responsible for the effective supervision of the arrangements and activities in the premises during the period of hire and for the prevention of disorderly behaviour so as to ensure that no nuisance or annoyance arises to the occupiers of adjoining premises or neighbouring residents and shall behave reasonably at all times.

Entrance to the school will be via the main entrance, which will be opened by the school at an agreed time. For security reasons keys will not be available to the hirer. It will be the responsibility of the hirer to ensure that the school premises are secure during the time they are in use, i.e. ensure that the main entrance is locked when all members of the group are inside.

The hirer will ensure that the number of persons using the premises does not exceed that for which the application was made and approval given. The hirer will be responsible for the prevention of overcrowding.

Fire exits must not be blocked or locked, nor should furniture, equipment, or other obstructions be placed in corridors during the hiring.

The hirer and users should acquaint themselves with the fire and safety regulations and procedures relating to the area of the premises in use. These will be clearly displayed in each of the designated areas.

It is the responsibility of the hirer to provide first aid equipment and trained personnel. They must also carry out their own fire drills and organise their own fire procedure. The school contact person will be the Caretaker unless advised of another.

The hirer will immediately inform the school of any emergency, accident, or serious incident that occurs on the school's premises. In the event of an incident, fire or emergency:

- The hirer should contact the emergency contact services as appropriate
- The school will ensure that local authority incident report forms are made available to the hirer who in turn must ensure one is completed correctly
- In the event of fire, the hirer must make themselves conversant with the fire drill for the premises and the position of appliances and emergency exits. The hirer must also keep a register of users for health and safety reasons. All users will evacuate the building via the nearest fire exit and muster at the designated point. Users must not re-enter the building until the 'all-clear' has been given by the fire service. Fires must be reported using the City Council incident report form.

- In the event of an evacuation of the building, the hirer is responsible for informing the Caretaker that all users have been evacuated safely.

For security reasons, the hirer will not have access to the school telephone. Hirers should ensure they have a mobile telephone for use in an emergency.

Use of facilities

The hirer must use only that area of the building hired and must observe any instructions given by the school concerning that area.

Any furniture or equipment moved by the hirer should be returned to its original position at the end of each and every session.

Express approval by the school is required if alcoholic drinks are to be sold or consumed on the premises. The selling of alcohol requires a licence. Unconsumed liquor, bottles, cases, glasses and similar items **must** be removed from the premises **immediately** after the function has ended.

Smoking is not permitted anywhere in the school building or on the school premises.

No combustible materials are to be used within the school, except with the express approval of the school.

Animals, other than guide dogs, are not permitted anywhere on the school premises.

No fittings or decoration of any kind that necessitates drilling or the fixing of nails or screws in to the fixtures that 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.

Car parking facilities are subject to availability and may be used by the hirers and other adults involved in the letting.

No food can be prepared on the premises without direct permission from the school and must conform to current food hygiene regulations and validated certificates in food hygiene are required to be shown.

The hirer will ensure that the premises are vacated promptly at the end of the letting.

The hirer is responsible for supervising any children taking part in an activity until a responsible adult collects them.

Toilet facilities will be made available for use and must be left in a clean and orderly manner.

Use of equipment and facilities

The hirer will be responsible for the proper use of the school equipment (where authorised) and facilities (specialist equipment is not generally available e.g. projectors, TV and video equipment, cookers etc., unless special arrangements have been made).

The hirer must take all reasonable precautions to ensure that there is no damage to the fabric of the buildings, furniture and fittings or school equipment.

Any precautions required to ensure the users' safety when using equipment are the responsibility of the hirer. This includes, for example, the provision of information and training in the use of equipment.

All mains powered electrical equipment brought onto the premises must be safe and evidence may be required that it has a valid test and inspection certificate.

The school or local authority shall not be responsible for any article brought or left in any part of the premises, or theft or loss of, or damage to vehicles parked in any car park other obstructions be placed in corridors during the hiring.