Lettings Policy

Written By:	**School Business Manager**
Approved By:	**Finance and Resources Committee**
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Statement of intent

Thames Ditton Infant School recognises that its premises are valuable to the local community and as such, we are pleased to let the premises out to local organisations. However, the school reserves the right to refuse to let the premises at its sole discretion.

Though we let the premises out, the school is aware that this can pose certain concerns, such as in terms of safeguarding, so this policy is to be distributed to all organisations that wish to let the premises and the conditions outlined within it must be followed at all times.

There is also important information that this policy communicates to organisations who let the premises from the school, such as health and safety matters and insurance arrangements.

1. Legal framework

This policy has due regard to all relevant legislation and statutory guidance including, but not limited to, the following:

- The School Premises (England) Regulations 2012
- Health and Safety at Work etc. Act 1974
- The Health and Safety (First-Aid) Regulations 1981
- The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR)
- Counter Terrorism and Security Act 2015
- The UK General Data Protection Regulations (GDPR)
- Data Protection Act 2018
- Education Act 1996
- The Terrorism (Protection of Premises) Act 2025
- DfE 'Advice on standards for school premises'
- DfE 'Keeping children safe in education 2025'
- DfE 'The Prevent duty: safeguarding learners vulnerable to radicalisation'
- DfE 'After-school clubs, community activities and tuition: safeguarding guidance for providers'

This policy operates in conjunction with the following school policies:

- First Aid Policy
- Health and Safety Policy
- Child Protection and Safeguarding Policy
- Letting School Premises Risk Assessment
- CCTV Policy
- Asbestos Management Risk Assessment
- Data Protection Policy

2. Definitions

For the purpose of this policy, **"premises"** is defined as the facility/ room/ ground belonging, or otherwise under the control, of Thames Ditton Infant School that Thames Ditton Infant School agrees at its sole discretion to let, and a **"letting"** is defined as any use of the premises by either a community group, e.g. a football club, or a commercial organisation.

The school will let out its premises; however, the letting arrangement will not interfere with the primary activity of the school, which is to provide a high-quality education and safe teaching environment.

Use of the premises for activities such as staff meetings, parents' meetings, governing board meetings, out of school hours learning support activities or any other extended services which support the raising of attainment and achievement, fall within the corporate life of the school. Costs arising from these uses are, therefore, a legitimate charge against the school's delegated budget.

When letting to commercial businesses, the school will first seek the permission of their Local Authority. Depending on certain conditions, the Local Authority may recommend the school inform the DfE of the letting, e.g. if the letting was during school time. The contact information for the DfE is: schoolsassests.capital@education.gov.uk.

3. Roles and responsibilities

The governing board will be responsible for:

- Reviewing the applications of a proposed letting arrangement and conducting a risk assessment to determine whether the arrangement would pose a risk to the primary activities of the school and its pupils.
- Contacting the Local Authority and the DfE.
- Contacting a legal expert with regard to transactions, for specialised guidance.
- Ensuring any safeguarding risks associated with the letting are identified and addressed.
- Ensuring hirers have appropriate child protection and safeguarding policies and procedures in place.
- Ensuring hirers follow the DfE's 'After-school clubs, community activities and tuition: safeguarding guidance for providers.
- The overall oversight of the letting, handling any queries from the hirer.
- Communicating any relevant information to the hirer, e.g. fire safety precautions.
- Agreeing fair prices for the use of the premises; these will reflect the condition of the facilities but remain competitive enough to be accessible to the wider community.
- Working with the Headteacher to ensure all relevant policies and procedures are implemented and made available to hirers.

The Headteacher will be responsible for:

- Ensuring compliance with the premises licence.
- Acting as or appointing a designated premises supervisor.
- Liaising with the governing board to establish whether or not the proposed activity is suitable for the premises.
- Ensuring that the school has the correct insurance in place for hiring out the premises.
- Checking the hirer has the appropriate public liability insurance.
- Working with the site manager to ensure the premises are fit for use.
- Ensuring hirers familiarise themselves with the relevant school policies and procedures, e.g. the Fire Safety Policy and the Asbestos Management Policy.
- Reviewing and, where necessary, amending the school's Letting Premises Risk Assessment to help ensure the safety of the hirer and their visitors.
- Assessing whether the activities the hirer is requesting could result in disrupting any asbestos and taking the relevant safety measures as a result.
- Reviewing the relevant safeguarding checks carried out by the hirer to ensure they comply with the school's policies.

The site manager will be responsible for:

- Ensuring the facilities and equipment requested are clean and in a good working condition for each hirer.
- Working with the hirers to ensure high levels of security are maintained.
- Showing the hirers how to properly secure and lock the premises after use.
- Organising any repairs and/or replacement of equipment.
- Notifying the hirer of any known asbestos in the school.
- Ensuring the hirer is made aware that CCTV cameras are installed within the school and ensure they have read the CCTV Policy.

The DPO will be responsible for:

- Being the main point of contact for data protection enquiries from current and potential hirers of the school premises.

- Ensuring that the statutory privacy information is provided to the hirer.

- Assisting the hirer with any data breach investigation, where necessary.

- Ensuring that the school's Privacy Notice is kept up-to-date, and that it is published on the school's website.

- Ensuring that the hirer's information is stored in accordance with the Data Protection Policy.

Hirers will be responsible for:

- Ensuring the proper use of the facilities and equipment they have requested to use.

- Taking the necessary steps to ensure there is no damage to any equipment or furniture, or the building itself after use.

- Ensuring all related visitors and volunteers have signed in during their period of hire.

- Leaving the premises in a clean and tidy condition.

- Working with the site manager to ensure that the premises are secure after use.

- Obtaining adequate public liability insurance to a minimum of £5 million.

- Providing the Headteacher with proof that they hold a current and relevant insurance policy.

- Obtaining all necessary safeguarding checks for all activities involving children, e.g. DBS checks, and providing proof of this to the Headteacher.

- Reading the school's safeguarding policies and procedures and ensuring they understand the rules and procedures detailed within.

- Informing the governing board of the activities that will be undertaken on the premises.

- Adhering to the school's Letting School Premises Risk Assessment.

- Adhering to the DfE's 'After-school clubs, community activities and tuition: safeguarding guidance for providers.

4. Areas available for hire

The school will permit the hire of the following areas of the premises:

- Hall
- Playing Field
- Classrooms
- The Studio

The maximum capacity for each area is as follows:

- **Hall - 120**
- **Classrooms – 30**
- **The Studio - 40**

5. Charges

The governing board will be responsible for determining charges for the letting of the school premises – a charge may be imposed to cover the following:

- Costs of services (e.g. heating and lighting)
- Costs of staffing, including "on-costs" (e.g. additional security or caretaking)
- Costs of administration
- Costs of wear and tear
- Costs of insurance (if the school has arranged its own public liability insurance – see the hire terms and conditions)
- Costs of using the school's equipment, if applicable
- Profit element, if applicable

Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the hirers involved.

The charge issued for each letting will be reviewed **annually** by the governing board.

The review of charges will take place in the **summer** term, for implementation in the beginning of the next academic year , taking effect from **1st September**.

Current charges will be provided to the governing board in advance of any lettings being arranged.

A charging tariff may be established to ensure that access is affordable for particular individuals and groups.

The school requires a **10 percent** deposit of the overall fee to be paid to the school to secure a booking.

The remaining amount will be paid to the school on or before the requested booking date.

Hirers will provide the school with at least **ten days'** notice before cancelling a booking for a full refund.

If hirers fail to provide sufficient notice, the school will keep the hirers deposit.

If the whole fee has not been paid, the school reserves the right to refuse the hirer entry to the premises.

In the event any fees are outstanding after the hirer has used the premises, their organisation will be barred from using the school facilities until the full amount has been paid.

If a payment hasn't been made, the school will seek additional legal advice for payment to be recovered.

The school reserves the right to cancel any agreed hiring within a minimum of **10 days' notice**. A full refund will be issued if we do cancel a hire. The school shall not be liable for any indirect or consequent 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.

6. Managing lettings

The governing board will have overall responsibility for the management of lettings.

The Headteacher will be delegated the day-to-day management of the lettings; however, they will not be responsible for the administrative roles, such as setting charges, this role stays with the governing board.

The Headteacher may delegate aspects of the management of lettings to other relevant members of staff, such as the site manager.

If the Headteacher has any concerns regarding the activities the hirers are conducting, they will consult the governing board and reach a decision together.

Organisations wishing to hire the premises will approach the Headteacher, who will identify their requirements and clarify the facilities available.

The governing board will review the application; they have the right to refuse an application and interested parties should be advised that no letting should be regarded as "booked" until approval has been given in writing.

Once the letting has been approved by the governing board, a letter of confirmation will be sent to the hirer, setting out the full details of the letting and enclosing the terms and conditions of the hire agreement.

The hirer will be invoiced for the cost of the letting as appropriate in accordance with the governing board's charges decision.

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

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

Fees can be paid by bank transfer.

The SBM will provide the hirer with the relevant bank details.

Sub-letting of any kind is strictly prohibited. If the school receives any evidence pertaining to plans to sub-let, all bookings that the hirer has made will be cancelled.

7. Safeguarding

The school is dedicated to ensuring the safeguarding of its pupils and at all times. Organisations submitting a lettings request involving working with children and/or young people will submit a signed copy of their current safeguarding policy.

If there is a chance that those hiring the premises will come into contact with pupils, for example if the letting takes place during school hours, or when pupils are present at the school such as during after-school clubs or extracurricular activities, the school reserves the right to ask for confirmation that the hirers have had the appropriate level of DBS checks and to make the hiring of the premises conditional on this.

Where the hiring of school premises or facilities for work with children, regardless of whether the children are on the school roll, is directly supervised or managed by school staff, the hirer will abide by the school's safeguarding arrangements. It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space.

Where the services are provided separately by another body, the school will seek assurance that the body concerned has the appropriate safeguarding procedures in place. The school will inspect the provider's safeguarding policy prior to the commencement of the letting.

Hirers will be expected to adhere to the DfE's 'After-school clubs, community activities and tuition: safeguarding guidance for providers'.

The school will ensure that safeguarding requirements are communicated with the hirer prior to the letting. This will be included **in the school's hire agreement document**.

Failure to comply with the school's safeguarding conditions will lead to the termination of the hire agreement.

Any safeguarding-related allegations against organisations or individuals who have hired the school premises will be managed in line with the school's policies.

Should any safeguarding concerns present themselves during the hire of the school premises, the hirer shall contact the Headteacher, or in their absence the Designated Safeguarding Lead as soon as is reasonably practicable.

Each application will be Headteacher and any concerns will be reported to the governing board prior to approval.

All hirers will state the purpose of the hire and the governing board will consider the following factors when considering the approval of an application:

- The type of activity
- Possible interferences with school activities
- The availability of facilities
- The availability of staff
- Health and safety considerations
- The school's duties with regards to the prevention of terrorism and radicalisation
- Whether the letting is deemed compatible with the ethos of the school

An application will not be approved if the hirer's purpose:

- Is aimed at promoting extremist views.
- Involves the dissemination of inappropriate materials.
- Contravenes the statutory Prevent duty.
- Is likely to cause offence to public taste and decency (except where this is, in the opinion of the trust, balanced or outweighed by freedom of expression of artistic merit).

This list is non-exhaustive.

If any members of staff have concerns regarding the purposes for which the hirer is using the facilities, they will contact the Headteacher immediately.

The Headteacher will file an incident report form if they have reason to believe that the letting has been used for political purposes not previously authorised, the dissemination of inappropriate material or any other purpose that contravenes the Prevent duty.

Where an individual group is found to be promoting views in contravention of the school's Prevent duty, this will be managed in line with the school's Prevent Duty Policy.

All hirers will be provided with a copy of the school's Child Protection and Safeguarding Policy and be informed of the key principles.

8. Asbestos

The school's Asbestos Management Policy will be available to hirers.

The site manager will inform all hirers of any asbestos-containing materials (ACMs).

When approving the applications to hire the premises, the site manager and the Headteacher will conduct a risk assessment to establish whether the requested purpose of use will disrupt any ACMs.

The known ACMs on the school's premises are:

- Stairwell leading to the upstairs offices

The site manager will ensure that the hirers have access to the school's Asbestos Management Plan and asbestos management survey.

If the school finds that there has been, or may have been, an unplanned disturbance of asbestos, the following action will be taken:

- The hirers will be informed by the governing board immediately
- All activities will stop, and everyone will be evacuated from the affected area
- Staff, pupils and visitors will not be allowed to re-enter the affected areas until any necessary remedial action has been taken
- Items, including equipment, books, or personal belongings, will not be moved from the area
- Advice will be sought from an asbestos expert regarding remedial action

Unless the incident is minor, the school will notify the HSE, as this is a legal requirement under The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

Hirers should have procedures in place to deal with the unintended or unexpected release of asbestos.

Anyone who has come into contact with asbestos, and is concerned about their exposure, will be advised to contact their GP.

The school's AMP will detail the procedures for staff to follow in the event of an incident, and this will be communicated to all staff and hirers.

9. Emergencies and health and safety

The site manager and Headteacher will undertake relevant risk assessments before activities are carried out on the premises to ensure the safety of the hirer and any additional visitors.

In case of an emergency, the on-site telephones can be used to call the emergency services.

The office manager will check first aid kits **fortnightly** to ensure their stock levels remain high and, where necessary, restock the first aid kits with the relevant items.

The letting manager/office manager will show hirers where first aid kits are should they be required.

A first aider (provided by the hirer) will be on site at all times, unless otherwise agreed in writing with the school.

Smoking will not be permitted on the premises at any time in line with Smoke-free Policy.

The hirer familiarises themselves with the school's Fire Safety Risk Assessment and other relevant risk assessments before using the premises.

The Headteacher will make copies of the school's Fire Evacuation Plan available to the hirer on arrival at the school.

The hirer will be shown the school's fire exits and evacuation points by the site manager/letting officer/ office manager on arrival.

The hirer will be provided with a copy of the school's Health and Safety Policy and First Aid Policy and will be expected to act in accordance with it at all times.

10. Using the site

The hirer will liaise with the site manager to ensure the school remains secure before, during and after use.

Hirers will be given an emergency contact number for the site manager/Headteacher in case of any security breach.

The school premises will be closed after **10:00pm** to avoid any noise complaints from neighbouring residents.

The site manager will be on site until **6:00pm** to hand over control of the premises to the first hirer of the evening if required.

Keys and security codes will not be passed to any hirer or other person without written permission from the governing board.

The school uses a 'three strike' rule when handling noise complaints lodged against hirers.

- **Strike one** – hirers will receive a verbal warning about their conduct on the school property and be warned that repeated offences will result in their booking privileges being suspended.

- **Strike two** – hirers will receive a second verbal warning and a letter explaining that the school takes a zero-tolerance approach to any excess noise. This letter will outline that any fines for noise that the school is issued may be passed on to the hirer if there is sufficient evidence to do so.

- **Strike three** – the hirer will be barred from booking the school premises for any activity for a period of **two months**. The governing board also expects the hirer to issue an apology to the school and complainant in writing.

The use of public announcement systems and loudspeakers must be agreed with the Headteacher and site manager, this agreement must include a maximum noise level which is not to be exceeded.

Alcohol will not be brought onto, or consumed on, the premises unless the school holds a licence to sell alcohol and this has been agreed in writing with the Headteacher. In the event that an agreement is reached to permit alcohol to be consumed on the premises, no alcohol is to be stored or retained on the premises when pupils are in school.

11. Equipment

Hirers will identify any equipment they require from the school and detail this in their application form; hirers must seek permission from the governing board to use any additional equipment once the form has been submitted.

The site manager will conduct an inventory of all the equipment that the hirer requests, noting its condition. The site manager will review this inventory after the hirer uses the equipment to ensure its proper use.

When additional equipment is required by the hirer, the school may decide to charge an additional fee on top of the hiring rates.

Furniture and fittings will not be removed or interfered with in any way unless permission has been granted by the site manager or Headteacher. Where permission has been granted, the site manager will oversee the move.

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. If a furniture move has been agreed, the hirer and site manager will negotiate restoring the premises back to its original state.

Any damage to equipment, furniture or the building will result in the hirer being charged the cost of any repairs or replacements.

Any seating provided is limited to the number of chairs on the premises.

Hirers are allowed to bring their own equipment on to the premises; however, they will be required to acknowledge this in their application form.

The hirer will ensure that any equipment that they provide meets the relevant health and safety standards.

The school cannot be considered responsible if any of the hirer's equipment is damaged, stolen or lost whilst being used on the premises.

CCTV systems will be used to monitor events and identify incidents taking place whilst the premises are in use, in accordance with the school's Surveillance and CCTV Policy.

Hirers will report any stolen or missing equipment to the site manager immediately.

Risk assessments for manual handling will be carried out by the Headteacher and site manager in accordance with the school's Manual Handling Policy.

Food and drink may be prepared on the premises; however, hirers must seek direct permission from the governing board. The school reserves the right to require that the hirers evidence that they hold appropriate food and hygiene certifications and to refuse that food and drink be served if such evidence is not to the reasonable satisfaction of the school.

The hirer will prepare food and drink in line with current food and hygiene regulations.

12. Data protection

The school will adhere to the Data Protection Policy at all times.

The Data Protection Officer (DPO) will undertake the requisite due diligence to ensure that the hirer is compliant with the relevant data protection legislation.

The DPO will provide hirers with the statutory privacy information in the form of the Privacy Notice for Third Parties.

The DPO will ensure that the hirer's information is processed in accordance with the UK GDPR and Data Protection Act 2018.

13. Terminating the Agreement

If the hirer breaches any of the terms and conditions agreed to, the school reserves the right to terminate the letting with immediate effect and retain any fees already paid to the school, without affecting any other right or remedy available to the school under the letting or otherwise.

14. Monitoring and review

This policy will be reviewed **annually** by the governing board and the Headteacher.

The scheduled review for this policy in the Summer Term 2027.

Any changes made to this policy will be communicated to all relevant members of staff and all hirers.

a) Premises application form

Application for Use of School Premises

Form ED110

SURREY COUNTY COUNCIL

Please complete this form using BLOCK CAPITALS

School Thames Ditton Infant School

This application must be submitted to the school 21 days in advance for occasional use or one term in advance for regular usage.

Your Surname		**Main telephone**	
Your Forename(s)		**Mobile**	
Your Address			
Name of Organisation			

Will you be present during the letting period **Yes** ☐

No ☐

If no please tell us about the person responsible

Surname		**Main telephone**	
Forename(s)		**Mobile**	
Address			

Please tick to show the type of attendance:

a) Limited to members only ☐

b) Limited to members, parents and friends ☐

c) Open to the general public ☐

If d) or e) who will receive the takings?

What will you use accommodation for?

d) On payment of a charge ☐

e) By programme, to be paid for ☐

Please tick to show which of the following facilities you need, or state the number if necessary

Gymnasium	☐	Changing Facilities	☐	Playground (specify use)	
Showers	☐	Football Pitch	☐	Facilities for boiling water	☐
Classrooms	☐	Cricket Pitch	☐	Kitchen (specify use)	
Piano	☐	Hockey Pitch	☐		
Large Hall	☐	Tennis Court	☐	Number of people to be catered for	☐
Small Hall	☐	Other Court (specify)	☐	Exact period required	From To
Caretaker	☐	Garden room	☐		
Swimming Pool	☐				

Do you need the school to arrange insurance for you? Yes ☐ No ☐ see condition 5 Terms and conditions on page 2

Facilities Required

Occasional use:	Date required	☐☐☐	Time from:	☐	Time to:	☐
or						
Regular use:	Every	day	Time from:	☐	Time to:	☐
Starting from	Date required	☐☐☐	Until	☐☐☐		

I undertake to pay the approved charges. I accept the terms and conditions of use set out on page 2.

Signature ☐ Date ☐☐☐

Terms and conditions of use for community school premises

1. There will be at least two weeks' notice for any cancellation of a booking made by the hirer.

2. Payment of the appropriate charges as set out on form FIN 566 will be made on demand though schools may agree alternative arrangements for regular lettings covered by one approval eg (monthly, half termly, termly, quarterly etc). Any such agreement must be approved in writing, and is subject to payments being received at the agreed intervals.

3. If in attendance as shown on form FIN 566, caretakers will give reasonable assistance, within the terms of their employment, to hirers.

4. The premises will be left clean and in good order and vacated not later than the time booked. The hirer shall reimburse any costs incurred by the Governors in cleaning the premises after the hiring necessary to ensure that the premises are sufficiently clean for normal use by the school.

5. The hirer shall pay to the Council the cost of repair or replacement resulting from any loss or damage arising from the hiring however caused or of whatever nature to the school premises, and all equipment or property thereon (whether provided by the Council or any other body or person). All damage and/or accidents to be notified to the school immediately. Hirers shall ensure they have a policy of insurance to cover such liability up to at least £5 million (amount as advised by the Risk Management and Insurance Unit) and shall produce the policy to the Governors on demand. The school can arrange insurance for an additional fee.

6. If the caretaker is in attendance and the hirer provides additional personnel to prepare for a letting, these personnel shall be subject to the general direction and control of the caretaker.

7. A hirer must not sub-let to another party.

8. The hirer is responsible for ensuring that no unauthorised persons enter the premises during the hours of use and to ensure the premises have been fully vacated at the end of each use.

9. (a) No intoxicating liquor will be brought on to or consumed on the premises except at a function organised by a body or bodies which the Governors of the school shall have approved.

(b) Where a licence for the sale of intoxicating liquor is necessary for a function the responsibility for obtaining such a licence is solely the hirer's.

10. No preparations are to be applied to the floor.

11. Seating accommodation in the room booked may be used, but the hirer must make their own arrangements for any additional chairs, tables etc required for the usage, and for removing them before the school re-opens on the following day.

12. In the case of lettings for music, singing, dancing, or stage plays, the entertainment must be for a closed organisation such as a society or club or by invitation only.

NOTE: All other entertainments are classified as public entertainments, in which case there exists a statutory requirement that the school must be properly licensed. However, most school premises do not conform with the regulations governing the issue of licences for public entertainments so that they cannot normally be used for this purpose. Any proposals to use a school for a public entertainment must be discussed carefully with the local District or Borough Council.

13. There must be no infringement of copyright, and in the case of musical entertainment the requirements of the Performing Right Society must be fulfilled.

14. Surrey County Council operates a No Smoking policy in all its premises.

15. Before approving any letting for the exhibition of pictures involving the use of films or television, enquiries should be made to the appropriate District Council as to whether the exhibition is exempted from, or requires, a licence under the provisions of the Cinemas Act 1985 or any statutory modifications thereof.

16. Hirers will have access only to the particular room(s) let to them, including where it is practicable the use of a cloakroom and toilet accommodation. In no case is access permitted to any other part of the premises including particularly accommodation set aside for specific use of staff.

17. The hirer must ensure the immediate evacuation of the premises if an alarm is triggered or when requested to do so by any member of the staff or the Police or other emergency service in case of fire or other emergency in any part of the premises or in or on any neighbouring land or premises or when any fire or other emergency drill is being carried out on the premises.

18. Any dispute on the use of school facilities or school equipment out of normal school hours shall be settled by the school Governors.

19. This school is committed to safeguarding and promoting the welfare of children and young people and expects hirers and their representatives to share this commitment. Governors require that for all hirings involving groups working with children an appropriate level of disclosure has been obtained from the DBS for the individuals working on the school premises . Where a DBS disclosure includes convictions or other relevant information the hirer is required to take an assessment of risk to determine whether that individual is suitable to work with children and young people.

20. Childcare Disqualification Requirements. In addition to the above the Childcare Act 2006 provides that a person who is disqualified under the Childcare (Disqualification) Regulation 2009 may not provide relevant childcare or be directly concerned in the management of such provision. The Governors therefore require that all hirers providing relevant childcare under the Childcare Act 2006 have informed those individuals who would be deployed to provide or manage the childcare on school premises that they will be committing an offence if they do so whilst disqualified under the 2009 Regulations and that they must inform the hirer if that they consider that they could be disqualified under the legislation in the event of any individual providing such disclosure the hirer is required to take appropriate action to ensure that no disqualified person is employed or otherwise provides services with or without payment in connection with relevant childcare provision on the school premises.

21. Power of Revocation

(a) The Governors reserve the right to revoke without notice any contract for the hire of school premises.

(b) Governors, or any employee of the County Council so authorised, are empowered to withdraw, without notice, permission to use school playing fields when such playing fields are unfit for use.

(c) Where periodic payment terms have been agreed, failure to make those payments may result in termination of the agreement.

22. Counter Terrorism and Security Act 2015

(a) The hirer acknowledges that Surrey County Council ("the Council") has a duty under the Counter-Terrorism and Security Act 2015 ("CTSA") to have due regard to the requirement to prevent people from being drawn into terrorism.

(b) The hirer shall facilitate the Council's compliance with its duty pursuant to the CTSA and the statutory guidance issued under section 29 of the CTSA and in particular the hirer shall ensure that:-

(i) the premises (and each and every part of them) do not provide a platform for extremism;

(ii) the premises (and each and every part of them) are not used to disseminate extremist views

(c) The Council reserves the right to revoke without notice any contract for the hire of the premises if it identifies or suspects that the hirer may use (or be using) the premises contrary to this clause

The use of school premises for purposes other than those of the school itself is subject in all respects to the County Council's regulations for the community use of schools. See Section M of the School Finance Manual

The school will process the data collected in this form in accordance with the UK GDPR and Data Protection Act 2018. For further information about how the school will process your data, please see our Privacy Notice for Third Parties, which can be accessed **on the school website**.

The school requires the hirer to read and abide by these terms and conditions. Please read these terms carefully along with any other documents that are referred to throughout. These terms and conditions should be read alongside the school's Lettings Policy.

Model terms and conditions for hiring the premises

[Please note that these terms are an <u>example only</u> and should be used for guidance purposes only as they will not be completely reflective of your school's specific circumstances. You must make amendments to these terms and conditions to ensure that they give a true reflection of the school and its procedures for letting out the school premises.]

1. Terms of letting

The school agrees to hire out the school to the hirer on the following terms. These terms are a formal contract between the school and the hirer which represent an agreement between the school and the hirer to use the premises as the school would expect.

In these terms:

- 'The school' is used throughout to refer to **<u>name of school</u>**.
- 'The hirer' is used to represent the individuals who are bound by these terms.
- The 'application form' refers to the school's Premises Application Form which must be completed by the hirer prior to using the premises.

2. Application form

All applications for the hire of the school premises shall be made to the Headteacher via the school's application form. The person signing this form must be over 18 years of age and present on the day of the premises hire.

The Headteacher reserves the right to refuse any application or cancel a letting without notice.

Applications must be made at least **30 days** prior to the date of hire.

All applications will be considered within **10 working days** – the hirer shall receive written confirmation of the outcome of their application within this timeframe.

No application will be considered for partially completed application forms.

3. Cost of hire

The cost of hire shall be paid by the hirer prior to the use of the school premises. The cost to hire will be outlined to the hirer in the Hire agreement form which must be completed alongside the application form.

The school will issue the hirer with an Approval of Letting form along with an invoice detailing what payments need to be made, the method of payment and the date by which the payment needs to be paid to the school.

The school may request a deposit to be paid by the hirer depending on the nature of the premises hire which will be returnable once the date of hiring as ceased and the school is satisfied that the premises have been used appropriately. Deductions to any deposits paid may be necessary to cover the cost of any broken, damaged, lost or stolen items and additional cleaning fees.

4. Cancellations

The Headteacher reserves the right to cancel any booking where:

- The premises is required for unforeseen circumstances, e.g. the premises is being used in a parliamentary election as a polling station.
- It becomes apparent that the purpose for the letting will be undesirable, inconvenient or likely to cause disturbance.
- The original purposes for hiring the premises has changed to the extent that the premises would no longer be suitable for the requirements of the hirer.
- The premises become damaged or unfit for use.

In the event that the Headteacher does need to make a letting cancelation, the hirer will be issued with a refund covering the cost of the letting; however, no compensation will be considered.

In the event that the hirer makes a cancellation, they must notify the Headteacher in writing.

Following any cancellation by the hirer, the school will consider the refund the hirer is entitled to depending on the notice period served to the school.

The school will retain:

- **100 percent** of the cost of letting for cancellations made less than **24 hours** prior to the beginning of the agreed letting period.

- **50 percent** of the cost of letting for cancellations made between **1 to 5** days prior to the beginning of the agreed letting period.

- **25 percent** of the cost of letting for cancellations made between **5 to 10** days prior to the beginning of the agreed letting period.

A full refund will be provided if the cancellation is made with over **10 days'** notice.

Where the hirer does not turn up on the agreed time or date, the school will keep **100 percent** of the cost of hiring.

5. First aid and fire safety

The hirer will be provided with the school's Fire Safety Policy and First Aid Policy – these policies should be read and understood by the hirer.

The hirer will be responsible for providing first aid cover for their cohort and should confirm that they have arrangements in place to cover first aid requirements.

The hirer will communicate fire safety and first aid requirements and procedures to their cohort.

All hirers must adhere to the school's Smoke-free Policy at all times.

Fire doors must be kept clear and remain closed at all times and only opened in emergencies.

6. Hirer's liability

The hirer will recognise that the school cannot take responsibility for any injury, nor the loss, damage or theft of any items during the hiring period. The premises are used at the risk of the hirer who will remain liable for the property brought on to the school premises and persons under their supervision.

Any damage caused to school property will be reported to the Headteacher who may need to inform the hirer that they are required to pay a sum to the school to reinstate, repair or replace property.

Any vehicles left in and around the school site are left at the owners' risk.

7. Improper use

The hirer will not use the premises for any reasons other than those noted on the application form.

The hirer will be responsible for ensuring that the hiring period does not cause any nuisance to others on the school site or to local residents.

Hirers will keep noise levels to a reasonable level for the time of day and the purposes of their letting. Any hirers wishing to play music will be required to inform the Headteacher to consult on acceptable noise levels and noise management.

8. Animals

The hirer must notify the school if they intend to bring animals on to the premises – the decision on whether animals are permitted will lie with the Headteacher.

Guide dogs are allowed; however, the Headteacher must be informed.

9. Altering the premises

The hirer will not be permitted to make any alterations to lighting, heating, fittings, fixtures or other items without the prior approval of the Headteacher.

10. Leaving the premises in good condition

Hirers will tidy the premises prior to leaving and will ensure that the premises are left as they were found.

Charges may be applied for any mess, spillages, waste or rubbish left by the hirer.

11. Modification to these conditions

The Headteacher reserves the right to modify or vary these conditions at any time where the nature of the application deems it necessary.

12. Hirer declaration

☐ I confirm that I have read and understood the above terms and conditions and will ensure that all conditions are abided by.

Name	
Signed	
Date	