



## Lettings Policy

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Governor Lead: N/A

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## 1. Aims and scope

We aim to:

- Make sure the school's premises and facilities can be used, where appropriate, to support our local 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
- Hire out facilities in a way that is safe, following government guidelines and the school's risk assessments

## 2. Areas available for hire

### 2.1 Available areas

The school will permit the hire of:

- Main hall
- Dining hall (as addition to main hall only)
- Playground (including MUGA)
- Learning Centre

### 2.2 Charging rates

Standard rate VAT may be payable on lettings in certain circumstances. Hirers will be notified by the school if VAT is applicable to their letting.

Area	Cost per hour
Main hall	£17
Dining hall	£10
Playground (including MUGA)	£17
Learning Centre	£15

Payment will be made in advance, on receipt of an invoice from the school.

If the letting takes place outside the normal hours of the school caretaker, an additional one-off charge of £9 may be made to allow for the opening and closing of the premises.

In the event of non-essential call-out during the letting period (for example, in the case of a Key Holder forgetting their keys), an additional fixed charge of £20 may be made.

## 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 if it supports the local community or the core aims of the school.

### 3.2 Cancellations

We reserve the right to cancel any agreed hiring with a minimum of 2 weeks' notice.

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 2 weeks' notice. If less notice than this is given, the licensee shall not be entitled to a refund.

### **3.3 Review**

The revenue raised from hiring out will be reviewed by the School Business Manager (SBM) and will be fed into the school's financial reporting, to ensure best value is being achieved.

## **4. Application process**

Those wishing to hire the premises should fill out the hire request form, which can be found in Appendix 1 of this policy, and read the terms and conditions of hire set out in Appendix 2.

The form should be submitted to the school office ([info@guildfordgrove.surrey.sch.uk](mailto:info@guildfordgrove.surrey.sch.uk)). Approval of the request will be determined by the SBM.

For long-term continuous lettings, a keyholder agreement may be put in place.

If the request is approved, written confirmation will be provided and we will contact the hirer with details of how to submit payment and make arrangements for the date(s) and time(s) in question. We will also send on details of the emergency evacuation procedures and other relevant health and safety documents. The hirer will need to provide proof of their public liability insurance.

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.

## **5. Safeguarding**

The school is dedicated to ensuring the safeguarding of children and young people at all times. It is a requirement of hire that hirers abide by the school's requirements in respect of safeguarding, and any failure from the hirer in this respect will result in the hire being terminated.

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

If the purpose of the hire involves working with children, or if there is a chance that the hirer 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), the hirer will be required to provide a letter of assurance in advance of the booking, confirming that the appropriate safeguarding checks have been carried out.

The hirer will be required to have appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide copies of these policies on request to the school.

The hirer must confirm that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact the school's Designated Safeguarding Officer ([qbuchanan@guildfordgrove.surrey.sch.uk](mailto:qbuchanan@guildfordgrove.surrey.sch.uk)) as soon as reasonably practicable.

The hirer understands that if our school receives an allegation relating to an incident where an individual or organisation is using our school premises for running an activity for children, we will follow our usual safeguarding procedures.

## **6. Monitoring arrangements**

We will review and update this policy when the guidance on which it is based changes, or when this version of the policy otherwise stops being applicable.

Any updates to this policy will be approved by the school's governing body.

## 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. If you have any questions, please contact the School Business Manager ([admin@guildfordgrove.surrey.sch.uk](mailto:admin@guildfordgrove.surrey.sch.uk)).

Name of applicant/organisation and company number (where applicable)	
Applicant contact details	Address:  Phone no: Email address:
Preferred method of contact	
Purpose/activity of organisation	
Area(s) of the premises you wish to hire	
Date and time 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	
Confirmation and details of the safeguarding and child protection arrangements you have in place	

By signing below, I agree to the terms and conditions set out in the school's premises hire policy.

Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

Please return this form via email to [info@guildfordgrove.surrey.sch.uk](mailto:info@guildfordgrove.surrey.sch.uk) or to the school office at Guildford Grove Primary School, Southway, Guildford, GU2 8YD. We will be in touch to inform you if your application is successful, and if so, details of the full cost and documents that will need to be shared.

## Appendix 2

### Terms and conditions of hire for school premises

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 in advance 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. Standard rate VAT may be payable on lettings in certain circumstances. Hirers will be notified by the school if VAT is applicable to their letting
4. 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
5. The hirer shall not sub-licence any of the premises under the licence
6. The hirer shall not use the premises for any purpose other than that agreed upon in the licence, and shall be restricted only to the areas of the premises agreed under the terms of hire
7. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the licence
8. The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises
9. Where the hirer will be working with children or young people, they will be required to provide a letter of assurance to the school to confirm that all appropriate safeguarding checks have been carried out
10. 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
11. The hirer shall take all necessary measures to ensure the security of the school premises and facilities and prevent unauthorised access
12. If the caretaker is called out to the site during the letting for any reason which the school deems to be non-essential (for example, in the case of a Key Holder forgetting their keys), an additional fixed charge of £20 may be made
13. The hirer must take out its own public liability insurance with a reputable insurer approved by the school and, where requested by the school, shall provide a copy of the relevant insurance certificate no less than two weeks before the start date of the licence
14. 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
15. 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
16. 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
17. At least two weeks' notice will be given by the school for any necessary cancellations. Payments already made for these periods will be refunded
18. Any cancellations by the hirer received with less than two weeks' notice will not be refunded



19. The hirer will familiarise themselves with the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency
20. 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 unless the terms of the hire include storage
21. In the event that cleaning of the premises by the hirer is deemed to be inadequate, preventing normal use by the school, the hirer will be liable for any costs incurred for any additional cleaning required
22. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior written agreement from the school
23. 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
24. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached
25. The hirer will acquire all appropriate additional licences for any activities they are running, including those required for use of any third party intellectual property
26. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running
27. The hirer shall comply with all applicable laws and regulations relating to its use of the premises
28. 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
29. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales
30. 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