SPT HIRING AND LETTINGS OF PREMISES POLICY

Date Last Reviewed: September 2026

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SPT Hiring and Lettings of Premises Policy

This combined Trust policy replaces any separate hiring of premises or lettings policy.

Schools must confirm school-specific areas available for hire, capacity numbers, local contact details and hire charges before adoption or publication.

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

Terms and Conditions for the Hiring and Letting of Special Partnership Trust Premises

The Legal Position

There are legal responsibilities placed on both the school providing the facilities/premises and the organisation/individual hiring it. Some of these responsibilities can be negotiated by means of the hiring agreement but most are not transferable.

In general terms the organisation providing the facilities/premises has a duty, so far as is reasonably practical to provide safe:

- Facilities/premises
- Access to the facilities/premises for authorised users/visitors
- Fixed equipment (eg fixed machinery, electrical wiring, electric lighting, heating etc)

This will include providing:

- Parking facilities
- Even paths and steps
- Suitable external lighting during evening lettings

- Emergency evacuation routes

The organisation/individual hiring the facilities/premises has a duty so far as is reasonably practical to:

- Ensure the safety of those using the facilities during the hire
- Ensure the safety of other who may be affected
- Leave the facilities/premises in a safe condition

These terms and conditions apply to all hiring and letting of Special Partnership Trust premises unless otherwise agreed in writing by the Trust or school.

1. Applications

All correspondence and applications for the hire of Special Partnership Trust premises must be made to the Headteacher or the member of staff designated by the school to administer premises hire. The Special Partnership Trust reserves the right to request further particulars of any proposed hiring.

2. Hirer

The hirer must be over 18 years of age and shall be the person by whom the application form of the application for the hiring is signed. Such person shall be responsible for the payment of the scale and other fees payable in respect of the hiring and for the observance and performance in all respects of the conditions and stipulations herein contained and on the part of the hirer to be observed and performed.

3. Right of entry

The Special Partnership Trust reserves to their officials/staff, the right to enter at all times on producing evidence of their identity. The ticket takers, or stewards, are to be instructed accordingly by the hirer.

4. Cancelling of Hiring

The right is reserved to cancel any hiring, without notice, where the Special Partnership Trust or its representatives consider it necessary for any cause outside their control. In the event of any hiring being cancelled, the amount of fee payable hereunder will be refunded to the hirer, but the Special Partnership Trust shall not be held liable or required to pay compensation for any loss sustained as a result of or in any way arising out of the cancellation of the hiring.

5. Risk Assessments

Risk assessments must be carried out by the school providing the facilities/premises.

Risk assessments are required of the person/school/organisation letting the facilities/premises.

6. Preservation of Order

The hirer is responsible for the preservation of good order during the hiring of the premises and for any damage that may be done to the property in consequence of the hiring or which would not have been done if the hiring had not taken place. No nails, tacks, screws, etc shall be driven into any of the walls, floors, ceiling, furniture or fittings. It is a condition of the hiring that the wearing of stiletto heels by those using the premises shall not be permitted. At any hiring to which members of the public are admitted, the hirer shall provide an adequate number of stewards who shall be present throughout the hiring. In the event of any such damage, the Headteacher,Premises Supervisor or other authorised school representative may make it good and the hirer, by the acceptance of the hiring subject to these regulations, will thereby be deemed to have undertaken to pay the cost of such repairs.

7. Alcohol

Alcohol shall not be sold or consumed on school premises unless written approval in advance has been obtained from the Headteacher or authorised school representative, and the hirer has obtained any licence or permission required by the relevant licensing authority.

8. Licensing

The premises hired shall not be used for cinematography exhibitions, public music or music and dancing, or stage play purposes for which a statutory licence is required granted by the licensing authority unless such a licence has been so granted in respect of the premises and the hirer shall strictly obey and observe all the requirements laid down in the licence.

9. Safeguarding children, young people and adults at risk

The Trust and each school are committed to safeguarding and promoting the welfare of children and young people. When school premises are hired or let to

external organisations, the school will have regard to the current Department for Education statutory guidance, Keeping Children Safe in Education, and to relevant guidance for out-of-school settings where activities are provided for children outside normal school provision.

The hirer is responsible for ensuring that suitable safeguarding and child protection arrangements are in place for the activity being delivered. This includes, where relevant, safer recruitment and vetting arrangements, appropriate Disclosure and Barring Service checks, staff and volunteer suitability checks, safeguarding training, a code of conduct or staff behaviour policy, procedures for managing concerns and allegations, and appropriate supervision arrangements. The school must check, before agreeing the hire, that the hirer has appropriate safeguarding arrangements and must retain a record of the checks completed as part of the letting agreement.

The hirer must make clear in any correspondence, promotional material or communication with parents and carers that the activity is run by the hirer and not by the Special Partnership Trust or the school. The Trust and school do not endorse external clubs, groups or organisations by agreeing to a hire, and parents and carers remain responsible for making any checks they consider necessary before allowing their child to take part.

Where the activity involves children or young people, the hirer must provide a copy of its safeguarding and child protection policy, together with any other evidence reasonably requested by the school to confirm that current DfE safeguarding expectations are being followed. This may include confirmation of DBS arrangements, staff training, supervision ratios, procedures for recording and reporting concerns, and the name of the hirer's safeguarding lead or responsible person.

If the school receives a safeguarding concern or an allegation relating to an incident that happened when an individual or organisation was using school premises, including community groups, sports associations, service providers, clubs, tuition providers or other out-of-school settings, the school will follow its own safeguarding and child protection procedures. This includes considering whether the concern should be referred to children's social care, the police and/or the Local Authority Designated Officer, in line with current statutory guidance and local safeguarding partnership procedures.

10. Catering services

The kitchen does not form part of the premises for hiring purposes. Hirers wishing to use the kitchen must inform the Headteacher/Premises Supervisor who will, where appropriate, make contact with the premises' catering contractor. All hirers who wish to use the kitchen to produce meals must arrange through the catering contractor for a member of their catering staff to be present throughout the hiring, and the hirer will be liable to meet the cost involved. This attendance is necessary

in order to meet the obligations under the Health and Safety at Work etc Act 1974. Supervision is not required when the kitchen is being used solely for the making of beverages and/or the heating up of food. Any hirer must:

- Comply with all applicable food safety and food hygiene legislation, regulations and guidance in force at the time of the hire, including the Food Safety Act 1990 and the Food Safety and Hygiene (England) Regulations 2013, where applicable.
- Ensure that the premises and equipment are left "as found" and that the catering contractor's stocks of food and cleaning materials are not used.
- Not use refrigeration equipment.
- Not use light kitchen equipment except with the specific permission and agreement of the catering contractor to whom the equipment is on loan for the period of the catering contract.
- Be responsible for breakages, losses, damage, etc.
- Remove from the premises all rubbish and food waste.

11. Gaming

No gaming is allowed except in accordance with the conditions of any applicable gambling legislation, licence, permit or exemption. Any relevant conditions will be available for inspection at the school office during normal hours of business and the hirer shall be deemed to have knowledge of the contents thereof.

12. Furniture and equipment

Furniture (other than chairs for use in halls) shall not be moved except by arrangement.

13. Copyright

A) The hirer must comply with all applicable copyright, performance, broadcast, film, music, licensing and intellectual property requirements in force at the time of the hire, including the Copyright, Designs and Patents Act 1988 and any licence or permission required from a rights holder, collecting society or licensing body. If the hirer fails to do so, any permission previously granted to use the premises may be cancelled immediately and the Trust or school may recover any fees, charges, costs or losses arising from that failure.

B) The hirer shall indemnify the Special Partnership Trust and the school against all actions, proceedings, costs, claims, demands, losses or liabilities arising from any actual or alleged infringement of copyright, performers' rights, broadcast rights,

music licensing requirements or other intellectual property rights in connection with the hire.

14. Electrical systems

Any alteration or addition to the lighting or electrical heating systems is strictly forbidden, except with the written consent of the Headteacher, Premises Supervisor or other authorised school representative. Consent may be subject to conditions, which the hirer will be required to observe and, where necessary, the consent of the electricity undertakers.

15. Stage and spot lighting

If stage lighting and spotlights are required, it must be clearly stated on the application form. Any operation of the spotlights and dimmers must be carried out by a competent person. A separate charge on which VAT is levied may be made for the use of stage lighting.

16. First Aid Arrangements

The Trust is not legally obliged to provide first aid cover for individuals/organisations hiring its facilities. However, if one of the Trust's/School's identified first aiders was at the premises at the time of an accident, he/she would be expected to offer assistance and would be covered by the Trust's insurance policies.

It is recommended that, in normal circumstances, first aid cover is **not** included in the hiring of facilities.

17. Unlocking/Lockup Up

In all cases, an authorised member of staff should be present at the start and the end of each hiring to unlock and lock up the facilities/premises. In addition, this person should also check the condition of the facilities/premises at the start and the end of the hiring. Any damage or defects must be reported to the Premises Supervisor at the school.

18. Fees and Charges

Payment shall be made to the Special Partnership Trust

A) The hirer shall pay to the Headteacher with, and in addition to, the scale charges appropriate to the hiring, such amount by way of deposit as may be determined by the Headteacher. In the event of damage occurring during the

hiring, this deposit or the requisite part thereof, will be applied on account or in satisfaction, as the case may be, of any sum due from the hirer in respect of the cost of making good any damage which occurs during the hiring. Any balance not so applied will be returned to the hirer.

B) The Special Partnership Trust reserves the right to refuse access to the premises hired if the whole of the fees have not been paid or if these regulations have not been complied with.

C) The Special Partnership Trust also reserves the right to refuse to accept payment by cheque.

19. Payment of Charges

All charges must be paid at the time of booking, and bookings may not be accepted later than fourteen days prior. Special arrangements may be made for payment for series bookings.

20. Cancellation/Postponement of Hiring

Hirers will be allowed to cancel or postpone such bookings on the following conditions: if fourteen or more days notice is given, half fees may be payable, and, less than fourteen days, full fees may be payable, unless in either case the premises are re-booked.

21. Indemnity

The hirer shall indemnify the Special Partnership Trust against all action, proceedings, claims and demands whatsoever which may arise as a result of the hiring.

22. Entertainment Programme

The hirer, if called upon to do so by the Special Partnership Trust, shall furnish for approval a copy of the programme or any entertainment to be given during the hiring and in that event no entertainment shall be except in conformity with a programme which has been approved by the Special Partnership Trust. Failing approval of a programme, the hirer will be allowed to cancel the hiring without payment.

23. Children's Entertainment

Where entertainment, performances, activities or events involving children are provided on school premises, the hirer must comply with all legal requirements and

guidance in force at the time of the hire, including safeguarding requirements, supervision arrangements, capacity limits, fire and emergency procedures, health and safety duties, and any licensing requirements for regulated entertainment. Where children take part in performances, paid sport, paid modelling or similar activities, the hirer is responsible for checking whether child performance licences, approved chaperones, Body of Persons Approval or other local authority permissions are required and for ensuring that any required permissions are obtained before the activity takes place.

24. Additional Regulations - Hire of Playing Fields/Open Spaces

A) No warranty is given by the Special Partnership Trust that the field or open space is fit for use proposed and the hirer must satisfy himself as to the field's suitability and take all reasonable precautions for the safety of all persons likely to use the field or open space during the period of hire.

B) the hirer shall be responsible for supervising the behaviour of all persons using the field and will not allow its use in such a manner as to be likely to cause nuisance or annoyance to the occupiers of neighbouring premises.

C) no lines are to be marked on the field or grassed area without the specific consent of the Headteacher, Premises Supervisor or other authorised school representative.

D) the hirer shall not allow the field or a part thereof to become fouled by dogs.

25. No smoking policy

It is against the law to smoke in substantially enclosed spaces.

The Special Partnership Trust operates a no smoking policy and so smoking is not permitted on the premises.

The hirer of the building is required to abide by these regulations.

26. Capacity figures and charges for school premises

Area	Seating Capacity	Standing Capacity	Cost
Classroom	[School to add]	[School to add]	£10 per hr (min 2 hrs) or

			£20 per session (3 hrs am or pm)
Library	[School to add]	[School to add]	£10 per hr (min 2 hrs) or £20 per session (3 hrs am or pm)
Dining Room	[School to add]	[School to add]	£10 per hr (min 2 hrs) or £20 per session (3 hrs am or pm)
Sports Hall	[School to add]	[School to add]	£10 per hr (min 2 hrs) or £20 per session (3 hrs am or pm)
Gym	[School to add]	[School to add]	£10 per hr (min 2 hrs) or £20 per session (3 hrs am or pm)
Playing Fields	[School to add]	[School to add]	£10 per hr (min 2 hrs) or £20 per session (3 hrs am or pm)
Residential Area/rooms	[School to add]	[School to add]	£33.34 per bed per night or an agreed price per block/area negotiated locally.
Other (to be specified by school)	[School to add]	[School to add]	To be agreed/negotiated locally.

Maximum capacity figures must be confirmed by the school before any hire is agreed, taking account of the school's fire risk assessment, emergency evacuation arrangements and any advice received from the relevant fire safety authority..

27. Health and safety

The Trust/school is responsible for ensuring that the means of access or egress are safe for the use of the hirer and that the plant or equipment used by the hirer is safe. If the hirer discovers a hazard, they should take action to make the site supervisor on duty aware of it. Hirers should familiarise people using the premises with fire and health and safety arrangements

28. Fire regulations and exits

During the day visitors must comply with regulations as set out in the 'safety guidelines' attached to the 'visitors badge' issued at reception.

Premises hire and lettings procedure

This procedure sets out the steps schools must follow when considering, approving, administering and reviewing requests to hire or let Trust premises. It should be read alongside the terms and conditions in this policy and the hire request form at Appendix 1.

Stage 1: Initial enquiry and suitability check

1. A responsible member of staff should take details of the request in writing, including contact details, the area requested, proposed date and time, purpose of hire, likely numbers and any further information available.
2. The responsible member of staff should consult the Headteacher in the first instance about the appropriateness and suitability of the proposed letting.
3. The school or lettings diary should be checked to ensure that the building, grounds or requested area are not already in use.
4. The responsible member of staff should seek advice from the Headteacher, Premises Supervisor or other authorised school representative where there is any uncertainty about suitability, availability, site arrangements, safeguarding, health and safety or operational impact.

Stage 2: Application and approval

1. The Administrative Manager, or delegated representative, should check and confirm the details of the request.

2. The Hire Request Form should be sent to the applicant or organisation wishing to hire the premises, with a request that it is completed, signed and returned.
3. The completed booking form should be reviewed and copies provided to the Headteacher for approval.
4. Where the activity involves children, young people or adults at risk, the school must also review appropriate safeguarding documentation and evidence of staff suitability checks, training, supervision arrangements and reporting procedures before approval is confirmed.
5. The Headteacher or authorised school representative will decide whether the hire may proceed. Approval may be refused, withdrawn or made subject to conditions where necessary for safeguarding, health and safety, operational, reputational, legal or financial reasons.

Stage 3: Processing the application

1. Where the application for a let is accepted, the applicant should be sent a letter provisionally confirming the let and setting out the charge or invoice arrangements as appropriate.
2. Hirers will automatically be charged for public liability insurance as part of the booking charge unless proof of adequate equivalent insurance is provided to the school.
3. Any request to amend the booking must be made at least 14 days before the let.
4. The confirmed let must be entered in the school or lettings diary.
5. All parties affected by the let, including the caretaker, cleaning staff, catering staff and any other relevant staff, must be informed and arrangements discussed.
6. Before the hire takes place, the school should confirm access, parking, opening and locking arrangements, toilets and facilities available, emergency evacuation arrangements, site restrictions, equipment use and any out-of-hours contact procedure.

Stage 4: Lettings guidelines and review

1. The school has priority use of the premises and may refuse, cancel or vary any letting where this is necessary for school purposes.
2. The school will seek to at least cover its costs unless it is a direct beneficiary of a fundraising activity.
3. The school will seek to treat hirers fairly and consistently.
4. Hirers are expected to respect school property and comply with all school, Trust and legal requirements in force at the time of the hire.
5. The person signing the application form is responsible for all aspects of the let and must comply with the terms and conditions of hire.

6. The school will only allow hiring of premises for purposes considered appropriate and suitable. The Headteacher will be consulted in cases of uncertainty.
7. During the hire, the hirer is responsible for supervising the activity and attendees, keeping to the agreed areas and times, reporting any incident or concern promptly and ensuring the premises are left clean, safe and secure.
8. After the hire, an authorised member of staff should check the premises where appropriate. Any damage, defects, safeguarding concerns, health and safety incidents, complaints or breaches of conditions must be recorded and followed up with the hirer.
9. The school must retain records of the application, decision, checks completed, documents reviewed, confirmation issued, payments received, incidents reported and any post-hire follow-up in line with Trust record retention arrangements.

Linked Policies

Other policies linked to this combined hiring and lettings policy include:

- Charging Policy
- Health and safety policy
- Equal opportunities policy
- Safeguarding Policy
- PREVENT Policy

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 office or the member of staff responsible for premises hire using the contact details published by the school..

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 of the premises requesting to be hired	
Purpose of hire	
Date and time of proposed hire	Date/s: Time/s:
Will access be required outside these times (eg. To set up or pack up)?	
Is this a recurring request, or one off? If recurring, indicate the frequency and number of occurrences (e.g. weekly, 10 weeks)	
Number of Adults expected to attend	
Number of children (under 16) expected to attend.	
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	

We will also require you to submit to us proof of your public liability insurance – with this application form.

Declaration: I hereby make application for the use of the accommodation and facilities stated above and, upon application being granted, I undertake to pay in advance, unless otherwise agreed, the charges in respect of the hire and to comply with the terms and conditions set out in the school's combined hiring and lettings of premises policy.

Name _____

Date _____

Signature_____

Please return this form via email to the published school office address or deliver it to the school office. We will be in touch to inform you if your application is successful and, if so, to confirm the full cost and documents that will need to be shared.

Appendix 2:

Confirmation of hire template letter

Appendix 2 is an internal template for schools to use when confirming a hire and should be removed from any version of this policy published externally.

Dear hirer

Thank you for submitting your hire request form to us.

We're pleased to inform you the area you've requested is free on the date(s) and time(s) of your request and we'd be happy to grant a non-exclusive licence to you to use the area for the purpose set out in your request form, subject to the enclosed terms and conditions.

Based on the length of time and area requested, the full amount for the hire will be confirmed by the school, including any additional cleaning, staffing or site costs where relevant. Payment must be made using the method and by the deadline confirmed by the school. We'll also require you to submit proof of your public liability insurance if you have not already provided it with your application.

Where the hire involves children, young people or adults at risk, we may also ask you to provide safeguarding documentation, evidence of staff suitability checks, risk assessments, licences or any other paperwork reasonably required before the hire is confirmed.

We've provided with this confirmation details of emergency evacuation procedures in the event of a fire or similar emergency. Please make sure you're familiar with these before the date of hire. Please also find attached the Special Partnership Trust Hiring and Lettings of Premises Policy; the information within the policy constitutes the terms and conditions of hire.

Please ensure you read and comply with any additional documents provided with this confirmation, including emergency evacuation information, site-specific instructions and any conditions attached to the hire.

You can contact the school office or the member of staff responsible for premises hire with any questions about hiring the premises.

For hires taking place outside normal school hours, the school will confirm the appropriate out-of-hours contact arrangements before the hire begins. Kind regards,

Authorised school representative

Headteacher or authorised representative