



SEFTON PARK SCHOOLS

Lettings Policy

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1.1 Introduction

The Governing Body is committed to making every reasonable effort to ensure the school buildings and grounds ("the premises") are available for community use. Where there is a conflict between a Hiring and a school event priority will always be given to school events.

1.1.1 Definition of a Hiring

A hiring may be defined as:

'any use of the premises by either a community group or a commercial organisation, regardless of whether a hiring fee is charged'.

It must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

1.1.2 Charges for a Hiring

The governing body is responsible for setting the charges for the hiring of the school premises. These are reviewed on an annual basis by the Finance & Resources Committee. A deposit may be required at the time of booking, and full payment is required in advance of the booking.

1.2 Applying to Use the School

Application to use the school premises should be made in writing using the Lettings application form. Applications must be submitted at least 14 days before the event.

The governing body and its appointed representatives has the right to refuse an application and no letting should be regarded as 'booked' until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been confirmed in writing.

The Governing Body is committed to ensuring that the hire of school premises is administered fairly and consistently and in accordance with the Equality Act 2010. Reasonable adjustments will be considered where appropriate to enable access to the school premises for disabled persons.

1.3 Hire Agreement

Once a hiring has been approved, confirmation will be sent to the hirer, confirming the details of the letting, along with a copy of the terms and conditions and the hire agreement.

The hire agreement must be signed and returned to the school before the hiring can take place. It should be signed by a named individual and the agreement should be in their name, giving their permanent private address or in the case of a company that company's registered address.

The hire agreement (with the terms and conditions of hire of the school premises attached thereto) will be signed in duplicate by the hirer and the Business Manager on behalf of the Governing Body.

The named individual applying to hire the premises will be invoiced **in advance** for the cost of the letting.

All hiring fees will be paid into the school's bank account to offset the costs of services, staffing etc.

1.3.1 Termination of Hire Agreement

The Head, or the Chairman of the governing body, has the immediate power to terminate any hire agreement relating to the hire of the school premises, in accordance with the terms and conditions of the agreement attached.

1.4 Complaints

Any complaints arising from a hiring agreement will be dealt with using the school's complaints procedure, a copy of which is available on the school website.

2.0 Terms and Conditions of the Hire of the School Premises

These terms and conditions must be complied with.

The "hirer" shall be the named individual on the hire agreement and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

2.1 Status of the Hirer

Lettings will not be made to persons under the age of 21, or to any organisation or group with an unlawful or extremist background. (See 1.2).

The hire agreement is personal to the hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of creating any tenancy between the school and the hirer.

2.2 Disclosure and Barring Service (DBS) Checks

It may be necessary for individuals working on behalf of the hirer to undergo DBS service. If a particular letting involves contact with children and young people, it is the responsibility of the hirer, as advised by the school, to demonstrate that they have complied with relevant Safeguarding requirements. The School may require evidence that an appropriate DBS check has been completed where the activity involves children or young people

When there is a requirement for DBS checks to be undertaken, the Hirer must keep appropriate records for all adults and report to the school any safeguarding concerns which may arise.

2.3 Indemnity and Insurance

Lettings are made on the agreement that the Governing Body is indemnified by the hirer against any loss, damage, costs and expenses during the use of the school premises by the hirer except where such loss,

damage costs and expenses are directly attributable to the negligence of the employees of the governing body.

The hirer shall insure with a reputable insurance office approved by the governing body, against such funds as the hirer may become liable to pay as compensation, arising out of bodily injury or illness (fatal or otherwise) to any person and/or costs, fees, expenses, loss or damage caused to property or the premises by any act or neglect of himself, his servants, agents or any person resorting to the premises by reason of the use of the premises by the hirer.

2.3.1 Public Liability Insurance

Unless specifically agreed by the governing body, the insurance cover shall provide a limit of indemnity of not less than £5,000,000 (five million pounds) in respect of any one incident and to include liability for the premises including liability for fire and explosion risks arising from the hire of the premises.

The hirer shall produce the policy of insurance and receipts for the current premium or premiums upon request by the school within seven days of a request. No booking will be confirmed until proof of insurance cover has been provided.

The school shall not be responsible for any injury to persons or damage to property arising out of the letting of the premises.

2.3.2 Employers Liability Insurance

Unless specifically agreed by the governing body, and where the letting involves employees of the hirer being present on school premises, the hirer must provide employers liability insurance of not less than £10,000,000 (ten million pounds) in respect of any one incident.

The hirer shall produce the policy of insurance and receipts for the current premium or premiums upon request by the school within seven days of a request. The school shall not be responsible for any injury to persons or damage to property arising out of the letting of the premises.

2.4 Statutory Requirements

The hirer must not do anything or permit any action which would, or might, constitute an illegal or immoral activity affecting the school premises or which would, or might, vitiate in whole or in part any insurance effected in respect of the premises from time to time.

2.5 Licenses and Permissions

The hirer shall be responsible for obtaining any public licences necessary in connection with the booking and should confirm with the school the licences they hold.

Permission or licence must be obtained from the copyright owner, the owner of the sound recordings (if appropriate) and the publisher for any public performance of music, musicals, operas, or stage plays. The borrowing of music scores or plays from a local library does not constitute permission to perform.

Regulated entertainment, public music, singing and dancing can only take place on premises which have a Premises Licence authorising entertainment, or by applying for a Temporary Event Notice

The Governing Body must be given at least four weeks' notice of a stage play production. The Hirer must obtain a Temporary Event Notice from the local Licensing Authority. The requirement is for the notice to be received by the Licensing Authority and the Police a minimum of 10 **working** days before the planned event but not including the day of the delivery of the notice or the day of the event.

It is the responsibility of any hirer to ensure that all copyright licences have been obtained to cover planned activities.

Hirers are reminded that it is illegal to photocopy music or plays without the express permission in writing of the copyright holder except in certain circumstances. Any infringement of this is liable to prosecution.

The hirer shall indemnify the governing body against all sums of money which the school may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

2.6 Public Safety

All conditions attached to the granting of the licence, stage play or other licences and the school's health and safety policy shall be strictly observed. A copy of the policy is available from the school website. Nothing shall be done which will endanger the users of the building, or invalidate the policies of insurance relating to it and its contents. In particular:

- a) obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be available for free public access and exit at all times;
- b) the emergency lighting supply must be turned on during the whole time the premises are occupied, and must illuminate all exit signs and routes;
- c) fire-fighting apparatus shall be kept in its proper place and only used for its intended purpose;
- d) the Fire Brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the school;
- e) the hirer is responsible for familiarising themselves with the procedure for evacuation of the premises, the escape routes, assembly points, and shall be familiar with the fire-fighting equipment available.
- f) the hirer is responsible for communicating the information in 2.6.e. above to anyone attending the event or activity;
- g) performances involving danger to the public shall not be permitted;
- h) highly flammable substances shall not be brought into, or used, in any part of the premises. No internal decorations of a combustible nature (e.g. polystyrene, cotton, hay, etc) shall be undertaken or erected without the consent of the school;
- i) no unauthorised heating appliances shall be used on the premises;

- j) all electrical equipment brought onto the premises shall be subject to regular PAT testing and certification provided in evidence. The intention to use any electrical equipment must be notified on the hire application form. The governing body disclaims all responsibility for all claims and costs arising out of or in any way relating to such equipment.
- k) adequate supervision must be provided to maintain order and good conduct, and, where applicable, the hirer must adhere to the correct adult/pupil ratios at all times when these are specified for particular activities, e.g. by national governing bodies of sports, scouts etc.

2.6.1 Emergency Evacuation

The hirer agrees to familiarise themselves with the school emergency evacuation procedure, and to follow its provision in the event of an emergency.

In the event of the fire alarm sounding, all doors on the electronic door entry system will default to unlocked. The hirer is able to call the emergency services on 999 from the school office.

2.6.2 Risk Assessment

The hirer agrees to provide, upon request and for review by the school, a Risk Assessment covering the risks identified by the hirer in relation to the letting. The school reserves the right to enforce alterations or cancel the letting where:

- a) the Risk Assessment is not provided;
- b) the Risk Assessment is, in the opinion of the school, insufficient or unrealistic
- c) where the level of risk identified is in the opinion of the school unacceptable

2.7 The Hirer's Responsibilities

The hirer must inform the school in writing of any fault, damage or other problems with the premises or equipment encountered during the hiring.

No parts of the premises are to be used other than for the purpose requested.

No parts of the premises requested are to be used for any unlawful purpose, or in any unlawful way.

2.7.1 Own Risk

It is the hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

2.7.2 First Aid Facilities

It is the responsibility of the hirer to make their own first aid arrangements, such as the provision of a first aid kit, and the provision of first aid training for supervising personnel, particularly in the case of sports lettings.

There is no legal requirement for the school to provide first aid facilities and use of the school's resources is not permitted.

2.7.3 Furniture and Fittings

Furniture or fittings shall not be removed or interfered with in any way. Nor shall they be re-arranged except by prior agreement and will be subject to reinstatement at end of each session of use. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted. In the event of any damage to premises or property arising from the letting, the hirer shall pay the cost of any reparation required. The school reserves the right to pass on to the hirer any costs incurred in making good damage caused during a letting.

Hall floors are used by children for physical education and no substance is to be applied to floors to prepare them for dancing or any other activity. No footwear liable to damage floors may be worn in school buildings. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the building.

2.7.4 Food and Drink

Where food is served the hirer may be asked to provide food preparation certificates for the relevant personnel.

No nuts or food containing nut products should be brought onto the school premises

2.7.5 Kitchen/Food preparation, Facilities and Equipment

The school does not have kitchen facilities that are available for hire.

2.7.6 Intoxicating Liquor

No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the permission in writing of the school, whose written consent must also be obtained prior to seeking any Temporary Event Notice from the Local Authority for the sale of alcoholic liquor. All evidence of intoxicating liquor including, inter alia, crates and bottles, must be removed from the premises at the end of the hiring.

2.7.7 Smoking

Smoking is not permitted on any of the school premises. This includes all of the school grounds.

2.7.8 Betting, Gaming and Lotteries

Nothing shall be done on, or in relation to, the premises in contravention of the law relating to betting, gaming and lotteries, and the persons or organisations responsible for functions held in the premises shall ensure that the requirements of the relevant legislation are strictly observed.

2.7.9 Nuisance/Disturbance

Hirers and organisers of events in or at the school premises are responsible for ensuring that the noise level of their functions does not interfere with the other activities within the building nor to cause inconvenience for the occupiers of nearby houses or property.

The hirer must comply with the school's arrangements for disposal of any rubbish or waste materials.

Except in the case of trained guide-dogs for the blind and hearing dogs for the deaf, animals shall not be permitted anywhere on the school premises including the school playing fields.

2.7.10 Rules

The hirer shall comply with any rules and regulations which the Governing Body shall make from time to time.

2.7.11 Charges and Cancellation

The hirer acknowledges that the charges are as set out in the annexe to the hiring agreement including any review arrangements specified.

The governing body may cancel without notice any letting for which payment has not been received. This may be a single event or, for multiple lettings, the first in the series for which payment has not been received.

The letting may be cancelled by the hirer, provided that in each circumstance at least 28 days notice is given. Cancellations made less than 28 days before the event date will be charged in full.

The governing body may cancel a letting giving 28 days notice. In such circumstances any deposit or other payment received for the cancelled event will be refunded. In exceptional circumstances where the requirements of a school activity necessitates the cancellation of an event with less than 28 days notice the governing body may offer alternative accommodation and a full refund.

The governing body will not accept any responsibility for any loss, or other expenses however incurred by the hirer, in the event of a cancellation by the governing body of the letting as a result of circumstances beyond its control (including, without prejudice to the generality of the same, industrial action by its employees, or others inclement weather, failure of electricity/gas supply, health and safety issues relating to factors beyond the control of the governing body). The decision of the governing body as to whether a letting should be cancelled shall be binding on the hirer.

Notification of any cancellation shall be in writing and may be by email, fax or recorded delivery letter.

Where the premises are not left in their original condition the hirer will be responsible for paying any costs associated with full re-instatement.

Failure by the hirer to comply with any of the conditions in this policy, whether intentionally or not may be deemed by the school to be just cause for the immediate cancellation of any letting or series of lettings.

2.7.12 Sub-Letting

The hirer shall not sub-let the premises, underlet or share possession with any other parties.

2.7.13 Storage Ancillary to the Hiring

The written permission of the school must be obtained before goods or equipment are left or stored on the premises. The school accepts no responsibility for items left on the premises.

2.7.14 Loss of Property

The governing body cannot accept responsibility for damage to, or the loss or theft of, hirer's property and effects. It is the responsibility of the hirer to make his/her own insurance arrangements if required.

2.7.15 Car Parking

The Hirer is responsible for providing sufficient adults to supervise the parking and traffic movement of vehicles around the school site. Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the School. In particular the Hirer must ensure that access to the school by emergency vehicles is not obstructed or delayed. Users of the school should avoid undue noise on arrival and departure.

2.7.16 Toilet Facilities

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

2.7.17 Right of Access

The governing body reserves the right of access to the premises during the hiring for emergency or monitoring purposes.

2.7.18 Vacation of Premises

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

2.7.19 Complaints

Any complaints arising from a hiring agreement will be dealt with using the school's complaints procedure, a copy of which is available from the school website.

2.8 Cleaning

The hirer will be expected to put all rubbish generated in a black sack which will be provided. Brushes are located in the chair storage area in the Junior Hall and a vacuum cleaner is available. The hirer should ensure that the premises are left clean and tidy and that toilets have been flushed after use - please mop the toilet floor if necessary. The school reserves the right to make an additional cleaning charge if the premises are not left as it was found.

2.9 Sefton Park Parent Teachers Association

The Sefton Park PTA is exempt from the charges set out in the Schedule of Fees to this document, however must abide by other applicable terms and conditions for example booking arrangements including notice requirements, insurance requirements, and Site Manager fees.

3. Data Protection and Privacy (UK GDPR)

The School will process personal information provided by hirers in accordance with the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018 and the School's Privacy Notice.

Information supplied as part of the lettings process will be used for the purposes of:

- assessing and administering applications for the hire of school premises;
- communicating with hirers regarding bookings, payments and related matters;
- ensuring compliance with safeguarding, health and safety, insurance and legal obligations; and
- maintaining appropriate records of lettings and associated activities.

Personal information will only be shared where necessary to comply with legal obligations, safeguarding requirements, insurance requirements or where otherwise permitted by law.

The School will retain personal information only for as long as is necessary for the purposes for which it was collected and in accordance with the School's records retention procedures.

Further information about how the School processes personal data, including the rights of data subjects, is available in the School's Privacy Notice, which can be found on the School website.

Appendix

Schedule of Fees 2025/2026 – the scale of charges (exclusive of VAT)

Facilities available	Monday-Friday	School Holidays
	Per Hour	Full Day
Main Halls or Classrooms	£21.00	£70.00
Outside Areas/Playground/MUGA	£21.00	£70.00

In setting the hire charges, the Governing Body has taken into account the costs associated with providing the facilities, including heating, lighting, cleaning, general maintenance and wear and tear, as well as site management costs. Consideration has also been given to the rates charged for comparable local venues and the impact of lettings on the day-to-day operation of the school.

For regular after-school clubs attended by Sefton Park children, providers will be required to offer two free places per session for pupils eligible for Pupil Premium funding instead of paying the standard hourly hire charge.

VAT will be charged where applicable under current HMRC regulations

Policy Owner	Business Manager
Approved By	Finance & Resources Committee
Date Approved	Jul-26
Next Review Date	Jul-27

