Whitings Hill School Lettings Policy

Policy Title	Lettings Policy
Effective Date	October 2026
Next Review Date	October 2027

Introduction

This policy sets out the conditions from the governing body for the use or hiring out of Whitings Hill Primary School premises or grounds by a third party.

Under Section 48 of the School Standards and Framework Act, the use of community schools premises outside of school hours is under the control of the Governing Body – subject to any directions issued by the Local Authority.

Governing Bodies, therefore, have the authority to hire out the school premises and set their own charges for doing so. Any profit arising from hiring out the premises accrues to the school's delegated budget. In setting the charges for hiring, the school is permitted to cross-subsidise for community and voluntary use provided there is no net cost to the delegated budget.

The Governing Body of Whitings Hill Primary school are keen to see that the premises at our school are used for the benefit of the whole local community. Any letting agreement must not interfere with the primary purpose of our school, which is to provide high quality education for all of the children.

The provisions under the Equality Act 2010 apply throughout this policy and will be adhered to throughout all stages of our lettings procedures.

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 hire the premises and the conditions outlined within must be always followed. In addition, there is important information that this policy communicates to organisations who hire the school premises-such as health and safety matters and insurance arrangements.

In deciding whether to let our premises, the Headteacher will also have regard to the likelihood of any damage being caused to the premises, or neighbouring premises, and any nuisance that may arise, as a result of accepting the booking.

In any event, the Headteacher reserves the right to require a reference from a Local Authority or other reputable hirer, before any booking is accepted.

We will consider letting to any group able to comply with the terms and conditions outlined in this policy. The final decision on compliance lies with the absolute discretion of the headteacher, as delegated by the Governing Body.

Definitions

- School means Whitings Hill Primary School
- Governors mean Governing Body of the School or its authorised representative

- ‘Education Premises’ means the schools premises names in the booking form for use/hire of premises form
- ‘Hired area’ means that part of the Educational Premises to be used by the hirer described in the application for use/hire of premises form
- ‘The hirer’ means the person who has signed the application for use/hire of the premises form

Legal Matters

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

The Children’s Act (1989) established a duty on local authorities to make arrangements to promote co-operation between agencies and other appropriate bodies in order to improve children’s well-being and a duty on key partners to take part in co-operation arrangements. The promotion of the extended school services agenda is intended to facilitate this process.

The Education Act 2002 placed schools under a duty to promote community cohesion.

Application Process

An organisation wishing to hire the school premises should contact the school office for a booking form (Appendix B) which needs to be completed at least 6 weeks before the date of hire. Consideration can be given to bookings made with less than 6 weeks notice. The school and Friends of Whitings Hill have priority over any bookings made.

Where a hirer has any particular complaints about this service or hire they should write in the first instance to the Lettings Manager, please email the school at lettings@whitingshill.barnetmail.net for the attention of the lettings manager.

Charges

Fees for hiring the hired area shall be in accordance with the scale of charges determined by the Governing Body, subject to revision from time to time by the Governing Body as it sees fit. Further charges may be levied if additional costs are incurred as a direct consequence of the hiring.

The hire fee (Appendix A) will be made clear before the agreement has been signed

The hire fee shall be payable before the date of the hire. If the school has reasons to cancel the agreement all monies will be returnable but no monies shall be returnable where the agreement is terminated by the hirer due to any breach of the agreement.

Bookings are made on a termly basis and will be invoiced termly in advance. The invoice will be sent at the beginning of term for the block

Hirers are required to provide the school with at least half a term’s notice in writing before cancelling a regular termly booking.

If the whole fees have not been paid by the invoice due date, then hirers may be refused entry onto the premises

Late payment fees of £50 may be charged for any payments made after the invoice date

A late access fee of £50 may be charged for not vacating the premises at the agreed time

The Hire Agreement

The approval of a hire will be confirmed once availability has been confirmed and the booking form has been checked. This will specify the premises being hired, the nature of the activity or activities taking place, the time

and duration of hire, and the cost of the hire. The conditions where refunds apply are set out in this policy. The booking form will be reviewed and updated at least annually.

The Head teacher has the authority to terminate any hire agreement relating to the hire of the school premises without stating reasons for doing so.

Conditions of Hire

It shall be the responsibility of the hirer to ensure that the following conditions are adhered to by all persons making use of the premises during the period of use/hire.

- No copyright work shall be performed without the licence of the owner of the copyright and phonographic performance licence (PPL).
- The hirer is responsible for all the payment of any appropriate fee according to their usage of the pool.
- The hirer shall not use the hired area for any purpose for which any other third party statutory consent is required unless such a licence is in force in respect of the hired area as at the date of the commencement of the agreement.
- The hirer shall strictly observe the conditions of any licence granted in respect of the hired area and the hirer shall be deemed to have notice of any conditions attached thereto.
- The hirer is responsible for the Health and Safety of all persons on or using the hired area.
- The hirer must therefore ensure, prior to the hiring, that the hired area and all access and exit routes are suitable for the proposed use by the hirer and are safe for persons using the hired area.
- The hirer must, prior to the hiring, be fully aware of the fire precautions procedures in existence for the hired areas, including identifying fire doors and emergency means of escape from the Educational Premises and/or the hired area
- The Governors in entering into the agreement do not warrant that the hired area or any access thereto or any area over which the hirer may be given rights under the agreement may be lawfully used for the purposes permitted under the agreement and the use of the hired area is entirely at the hirer's risk and therefore needs to be covered by their liability insurance (see Roles and Responsibilities of Hirers, below)
- No smoking or drinking alcohol will be permitted inside or on any part of the Educational Premises
- No bolts, nails, tacks, pins or other like objects shall be driven into any part of the hired area nor shall any placards or other articles be affixed thereto or any alterations carried out to the hired area
- The hirer shall be liable for all damage howsoever and by whomever caused to the hired area and/or the Educational Premises arising either directly from the agreement and shall indemnify the school against all loss, damage and expense, whether direct or indirect, arising wherefrom unless due solely and directly to the negligence of the school.
- The headteacher shall determine, acting reasonably, the amount of any claim arising as referred to above
- The hirer shall be liable for and shall indemnify the school on demand against all expenses, liabilities, losses, claims or proceedings howsoever arising under statute or of common law in respect of personal injury to or death of any person whomsoever or damage to any property real or personal arising directly or indirectly from use of the hired area and/or the agreement unless due solely to the negligence of the school.
- The school will not accept responsibility or liability in respect of any damage to or loss of any property, articles or things whatsoever including motor vehicles placed or left upon the Educational Premises by the hirer or those authorised by the hirer for the hirer's use or purposes, including any damage or loss by fire
- The hirer shall not allow any animals to enter or remain in the hired area without the prior approval of the Headteacher
- The hire of any of the Education Premises does not include the use of any school equipment within hired area

- The hirer shall not sublet or assign the hired area or any part thereof or allow any other person to occupy or share occupation of it
- Failure to comply with the Conditions may incur additional charges

Roles and Responsibilities of Hirer

- Supervision during the period of the hire, is the responsibility of the hirer.
- When a risk assessment is completed by the hirer and the school, in relation to the hired area or activity or equipment involved, the hirer must ensure any recommendations or requirements are complied with and an agreed copy kept by each party
- At the end of the agreement or session, checks are made by the hirer and followed up by the site manager
- 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.
- Ensuring the person in charge on the day 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 with a minimum cover of £5 million (or £10 million for swimming/high-risk activities). A valid, current insurance certificate must be provided to the school prior to booking confirmation and kept on file. Bookings will not be permitted without valid proof of insurance.
- For organisation hiring the premises and children/young people are involved, the hirer will be required to submit their current safeguarding policy.
- Obtaining all necessary safeguarding checks for all activities involving children, e.g., DBS checks, and providing proof of this to the school.
- Providing in its application details of the activities that will be undertaken on the premises
- Reviewing and adhering to the school's Letting School Premises Risk Assessment and any other policies brought to their attention.
- Ensuring that it uses the facilities and premises are used solely for the purposes applied for and approved by the Headteacher.
- Ensuring that it has in place all approvals, certificates, authorisations, permissions, licences, permits and consents necessary to hold its intended activities on the premises.
- Notifying the school of any incidents that breach any of the school's policies, requirements and terms and conditions of booking, including but not limited to health and safety incidents, injury to any persons and safeguarding incidents.
- Notifying the lettings manager of any changes to its application, intended activities or any information submitted to the school in connection with the letting, including any changes to hours used.
- The hirer shall be responsible for the provision of all first aid equipment as required for the hire.
- The hirer, during the period of the agreement, shall take all reasonable steps to ensure that noise is kept to a reasonable level and shall not cause any nuisance, annoyance or inconvenience to any of the other users or occupiers of the Educational Premises or the neighbouring properties
- The hirer shall ensure that any vehicles connected with the hire, in any capacity, which are parked on the Education Premises shall be arranged to ensure entry for emergency vehicles at all times and abide by any regulations made by the Governors
- The hirer will make sure no vehicles are parked in the school service yard as this is for emergency vehicles only

- The school car park may be used for vehicles from 3:45pm Monday – Friday during term time and all-day Saturday and Sunday

Terms and Conditions for use of the MUGA (Multi Games Area)

- No muddy shoes or trainers to be worn on the MUGA
- Football boots must not be worn on the MUGA
- No food or drink is to be taken onto the MUGA apart from water
- At the end of each session the MUGA must be left litter free
- At the end of each session the MUGA must be securely locked by the personal responsible

Terms and Conditions for use of the Swimming Pool

- **PSOP Compliance**: The hirer must read, sign, and strictly abide by the Whitings Hill Swimming Pool Safety Operating Procedures (PSOP) prior to the commencement of any hire period. All staff working for the hirer must be fully briefed on the PSOP and Emergency Action Plan (EAP).
- **Maximum Bather Capacity**: The maximum instantaneous bather load is 40 bathers (1 bather per three metres squared), reduced to 30 children for structured teaching sessions. Bather numbers must not exceed the capacity declared on the approved booking form.
- **Public Liability Insurance**: The school must receive a valid, in-date copy of the hirer's Public Liability Insurance (minimum £5 million cover, or £10 million for commercial swim schools) at the time of booking.
- **Qualifications & Lifeguard Cover**: Current lifeguard / rescue qualification certificates (e.g., NPLQ or NRASTC) and teaching qualifications for all poolside staff must be provided at the time of booking. A qualified person holding a current NPLQ or NRASTC must be present on poolside before anyone enters the water and must remain on poolside until all members have departed. If the lifeguard is involved in instruction, they must be clearly identifiable and remain out of the water.
- **Footwear & Hygiene**: No outdoor footwear is permitted in the changing rooms or on poolside; clean pool shoe covers provided near the changing room entrance must be worn. All children must wear a swimming hat while in the pool.
- **Food, Drink & Hazards**: No food or glass is allowed on poolside or in the changing rooms. The school operates a strict **no nuts policy**. Clear plastic bottle caps are strictly prohibited on poolside as they pose a severe choking hazard if dropped in the water.
- **Changing Rooms & Facilities**: Bookings are inclusive of the changing rooms and toilet facilities. The named person responsible for the hire must inspect the pool and changing rooms before departing to ensure floors are clean and no belongings are left behind.
- **Incident & Damage Reporting**: If anything is broken during a session, or if any health and safety, near-miss, or rescue incident occurs, the hirer must record it on the school form and notify the duty Site Manager immediately.
- **Equipment & Safety Lines**: School lane/width ropes may be used but must be stored on the provided hooks after use. Backstroke warning flags must not be removed. School teaching/rescue equipment must not be misused.
- **Entry & Exit Timings**: Hirers are permitted onto the site **15 minutes before** their agreed start time and must depart within **15 minutes after** the finish time
- **Pool Cover Deployment**: The last hirer of the day/evening is strictly responsible for deploying the thermal pool cover back over the water immediately after all bathers have exited and been accounted for. The cover must be rolled out smoothly according to site team instructions to ensure heat retention, reduce water evaporation, and prevent chemical loss. Any issues with the roller mechanism must be reported to the duty Site Manager immediately.

Complaints Procedure

What if the school has a complaint about our organisation/group?

If the school has concerns about a hire the following procedures will be followed:

1. A representative of the school will verbally raise the concern with the named Hirer
2. The situation will be monitored for two sessions to allow the issues to be addressed
3. If the situation remains unresolved, the Hirer will receive written notification of the concern and a further two sessions will be given to allow the Hirer to address the situation
4. If the matter remains unresolved, the Hirer will receive formal written notice of termination of the booking agreement. This will be implemented 14 days from the date of the letter of notification. Please note: If the Hirer blatantly breaks the conditions of usage, the let can still be terminated immediately

What if I, as the Hirer, have a complaint about my let or booking agreement?

If you, as the Hirer, have a complaint or concern regarding your agreement, the following procedures should be followed:

1. Talk to the named representative of the school and discuss the problem. Allow 10 working days for the situation to be resolved.
2. If still unresolved, the hirer should follow the process set out in the school Complaints Policy.

What if a third party complains?

1. Talk to the named representative of the school and discuss the problem. Allow 10 working days for the situation to be resolved.
2. The hirer should follow the process set out in the school Complaints Policy.

Appeals Procedure

1. If a Hirer has a letting agreement withdrawn, they have a right to appeal to the Governing Body
2. The appeal should be made in writing and will be presented at the next full meeting of the Governing Body
3. The Hirer will be informed of any action and/or decision taken by the Governing Body
4. The Governing Body's decision is final.

VERSION LOG

Date	Reviewer	Summary of Major Changes
23/09/2026	Headteacher	New template, clarity on responsibility of paying for hire according to hours and reporting changes of hours. Swim pool hire rewording for clarity including pool cover and reference to PSOP. Changes to Public Liability Insurance in terms of school offer. Introduction of Appendix C - Formal Hirer Declaration and Sign - Off

Appendix A

Hire Charges

Facility	Day	Charge per hour
Swimming Pool	Weekday	£91.29
	Weekday after 3:30pm	£94.03
	Saturday	£100.33
	Sunday	£101.38
Hall	Weekday	£35
	Weekend	£35
Classroom	Weekday	£25
	Weekend	£25
Outside	Weekday	£25
	Weekend	£25

Appendix B Booking Form

Name of Club:		
Name of Hirer:		
Invoice Address:		
Type of Club/Event:		
Hire Dates:		
Hire Time:		
Number of Participants:		
Age of Participants		
Number of Staff:		
Person in Charge on Day:		
Telephone Numbers:	**Office:**	
	Mobile:	
	E-mail:	
Hire Charge:		
Hirer Signature and Position: ***By signing this Booking Form you agree with the details of the booking and accept the terms and conditions attached***		**Date:**

Appendix C - Formal Hirer Declaration and Sign - Off

Pre-Hire Documentation & Compliance Checklist

The following documentation must be submitted to the School Business Manager at least 14 days prior to the first session. All items are mandatory pre-conditions of hire.

Compliance Requirement	Minimum Standard / Condition	Verified (School Use)
Public Liability Insurance	Valid certificate with minimum £5,000,000 cover (£10,000,000 for commercial swim schools). School extension scheme is not permitted.	**[ ]**
Safeguarding & KCSIE	Hirer Safeguarding Policy provided, confirming compliance with Keeping Children Safe in Education (KCSIE Part 3).	**[ ]**
Activity Risk Assessment	Detailed, site-specific Risk Assessment and Pool Emergency Plan submitted (swim hirers) and approved by the school.	**[ ]**
Lifeguard / Rescue Certs (swim hirers)	In-date NPLQ or NRASTC certificates for all poolside staff on duty.	**[ ]**
Swim Teaching Certs (swim hirers)	Recognised Swim England (or equivalent) Level 2 teaching qualifications for instructors.	**[ ]**
DBS checks	Valid enhanced DBS certificates for all staff on site	**[ ]**
First aiders	Qualified First Aiders present on site (declaration provided)	**[ ]**

I confirm that I am the authorised representative for the hiring organisation. I have received, read, and understood the Lettings Policy and Whitings Hill Swimming Pool Safety Operating Procedures (PSOP), Emergency Action Plan (EAP) for swim pool hirers. I agree to ensure that all staff on duty abide fully by these regulations, and I confirm that all listed qualifications, insurance policies, and DBS checks are valid and in force.

SIGNED (Lead Hirer):	APPROVED (School Business Manager / Head):
_____	_____
PRINT NAME:	PRINT NAME:
_____	_____
POSITION:	POSITION:
_____	_____
DATE:	DATE:
_____	_____