



Lettings Policy

July 2026



St Elisabeth's CE Primary School

LETTINGS POLICY

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Owner	Thrive Academy Trust, Head of School
Chair of Governors	Lee Jamieson

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1. Statement of intent

The purpose of this lettings policy is to enable St Elisabeth's CE Primary School to provide access to services and facilities that contribute to meeting the needs of our local community, children and young people, their families, local residents and the wider community. Thrive Church of England Academy Trust aims to maximise school generated income from private out of school hours lettings, where this can be achieved without interfering with the school's prime function. This policy aims to provide instructions for the management of lettings. The policy will be subject to review by Thrive Church of England Academy Trust Board.

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.

2. Legal framework

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

- Health and Safety at Work etc. Act 1974 (The primary "umbrella" for all site safety).
- The School Premises (England) Regulations 2012 (Setting standards for welfare, health, safety, and acoustics).
- The Regulatory Reform (Fire Safety) Order 2005 and The Fire Safety (England) Regulations 2022 (Essential for ensuring the group knows their evacuation duties).
- The Health and Safety (First-Aid) Regulations 1981.
- The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).
- The UK General Data Protection Regulation (UK GDPR) and Data Protection Act 2018.
- Counter-Terrorism and Security Act 2015 (Section 26 regarding the Prevent duty).
- Education Act 1996.
- Occupiers' Liability Act 1957 and 1984 (Crucial for defining your liability toward third-party visitors).

2.2. This policy has due regard to the following guidance:

- DfE (2025) 'Keeping children safe in education' (Updated annually; ensure you are citing the current 2025/26 version for this meeting).
- DfE (2024) 'Working Together to Safeguard Children'.
- DfE (2023) 'The Prevent duty: guidance for schools and childcare providers' (Revised guidance was issued in late 2023/early 2024).
- DfE (2021) 'Good estate management for schools' (GEMS) (The industry standard for how you should manage your buildings).
- DfE (2015) 'Advice on standards for school premises'.
- DfE guidance on supporting pupils with medical conditions, including allergy and anaphylaxis arrangements.

3. Definitions

- 3.1. For the purpose of this policy, a “letting” is defined as any use of the premises by either a community group, e.g. a football club, or a commercial organisation.
- 3.2. 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.
- 3.3. When letting to commercial businesses, the school will first seek the permission from Thrive Church of England Academy Trust as the employer.

4.Roles and responsibilities

4.1 The **governing board** is 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 Thrive Church of England Academy Trust, as per paragraph 2.4 of this policy.
- Contacting Thrive Church of England Academy who will then seek legal advice before approving any applications.
- Establishing any safeguarding risks associated with the letting.
- The overall oversight of the letting, handling any queries from the hirer.
- Communicating any relevant information to the hirer, e.g. fire safety precautions.

- Charging fees based on fair rates established by Thrive Church of England Academy Trust. 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.

4.2 The headteacher is 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.
- Ensuring the school adheres to its Premises 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.
- Ensuring proportionate site security arrangements are in place for lettings (e.g. access control, visitor sign-in, segregation of areas, and out-of-hours emergency contacts), and that hirers are briefed on them.
- Reviewing the relevant safeguarding checks carried out by the hirer to ensure they comply with the school's policies.

4.3. The site manager is 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 Surveillance and CCTV Policy.

4.4 The DPO is 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 for Third Parties 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.

4.5. Hirers are 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 RA 030 Lettings in school/third party sports coaches.

5. Charges

The Finance and Audit Committee of the Trust Board is responsible for determining charges for the letting of the school premises – a charge may be imposed to cover the following:

- 5.1. Costs of services (e.g. heating and lighting)
- 5.2. Costs of staffing, including “on-costs” (e.g. additional security or caretaking)
- 5.3. Costs of administration
- 5.4. Costs of wear and tear
- 5.5. Costs of insurance (if the school has arranged its own public liability insurance – see the hire terms and conditions)
- 5.6. Costs of using the school's equipment, if applicable
- 5.7. Profit element, if applicable
- 5.8. 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.
- 5.9. The charge issued for each letting will be reviewed annually by the Finance and Audit Committee of the Trust Board.
- 5.10. The review of charges will take place in the Spring term, for implementation in the beginning of the next financial year, taking effect from 1 April that year.
- 5.11. Current charges will be provided to the governing board in advance of any lettings being arranged.
- 5.12. A charging tariff may be established to ensure that access is affordable for particular individuals and groups.
- 5.13. The school requires a 10 percent deposit of the overall fee to be paid to the school to secure a booking.
- 5.14. The remaining amount will be paid to the school on or before the requested booking date.
- 5.15. Hirers will provide the school with at least five days' notice before cancelling a booking.
- 5.16. If hirers fail to comply with paragraph 5.15, the school will keep the hirers deposit.
- 5.17. If the whole fee has not been paid, the school reserves the right to refuse the hirer entry to the premises.

- 5.18. 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.
- 5.19. There will be a grace period of 30 days for payment to be made, after this period, if a payment hasn't been made, the school will seek additional legal advice for payment to be recovered.

6.VAT

In general, the letting of rooms for non-sporting activities is exempt of VAT, whereas sports lettings are subject to VAT (although there are exemptions to this under certain circumstances).

7. Managing lettings

- 7.1. The operational arrangements are delegated to the local governing board by the Thrive Church of England Academy Trust board. The governing board has overall responsibility for the management of lettings.
- 7.2. 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 Finance and Audit Committee of the Trust Board.
- 7.3. The headteacher may delegate aspects of the management of lettings to other relevant members of staff, such as the site manager.
- 7.4. If the headteacher has any concerns regarding the activities the hirers are conducting, they will consult the governing board and reach a decision together.
- 7.5. Organisations wishing to hire the premises will approach the headteacher, who will identify their requirements and clarify the facilities available.
- 7.6. 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.
- 7.7. 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.
- 7.8. The hirer will be invoiced for the cost of the letting as appropriate in accordance with the governing board's charges decision.
- 7.9. The hirer will be a named individual, and the agreement should be in their name, giving their permanent private address.

7.10 All lettings fees received by the school will be paid into the school's designated bank account to offset the costs of services, staffing and other associated expenditure funded through the school's delegated budget.

7.11 Fees must be paid by BACS only.

7.12 The School Business Manager (SBM) will provide the hirer with the relevant bank details.

7.13 The hirer will be a named individual, and the hire agreement must be in that person's name, including their permanent private address.

7.14 Sub-letting of any kind is strictly prohibited. If the school receives evidence that a hirer intends to sub-let the premises, all existing and future bookings will be cancelled.

8. Safeguarding

8.1. Organisations submitting a lettings request involving working with children and/or young people will submit a signed copy of their current safeguarding policy.

8.2. All hirers must state the purpose of the hire.

8.3. Each application will be vetted by the DSL and any concerns will be reported to the governing board prior to approval.

8.4. When determining whether to approve an application; the governing board will consider the following factors:

- 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).

8.5. *Martyn's Law*

- 8.5.1. The school recognises its responsibilities under the Terrorism (Protection of Premises) Act 2025 (commonly known as Martyn's Law). This law introduces a 'Protect Duty' for certain premises and events to take reasonably practicable steps to prepare for and respond to terrorist incidents.
- 8.5.2. **Relevance to lettings:** although day-to-day school operations may not always be in scope, some publicly accessible lettings and larger events hosted on school premises may fall within scope depending on the type of use and the number of people it is reasonable to expect may be present at one time.
- 8.5.3. **Capacity thresholds (summary):** the Act uses a tiered approach. 'Standard tier' premises are generally those where 200–799 individuals may be present, and 'enhanced tier' premises/events are generally those where 800+ individuals may be present. Where the school is the duty holder for a qualifying premises/event, the school will comply with applicable requirements.
- 8.5.4. **Duty holder / responsibility:** responsibility under the Act will depend on who has control of the premises for the relevant activity. For most lettings, the school retains overall site control; however, hirers must cooperate with school arrangements and provide information requested to support compliance.
- 8.5.5. **Public protection procedures:** for all lettings, the school requires suitable arrangements that support safe responses to emergencies, including (as applicable):
- 8.5.6. Clear arrangements for evacuation, invacuation/lockdown (if used by the school), and communication with attendees.
- 8.5.7. Appropriate incident reporting and a process to review and learn lessons from incidents and near-misses.
- 8.5.8. A nominated responsible person from the hirer present throughout the letting, who can take instructions from school staff/site staff in an emergency.
- 8.5.9. Controls on access and egress, including keeping fire exits clear, securing non-hired areas, and maintaining accurate sign-in/sign-out or attendance lists where required.
- 8.5.10. Additional requirements for larger events: where a letting is likely to involve higher numbers of attendees and/or increased risk (e.g. performances, ticketed events,

community festivals), the school may require additional information and controls, for example:

- An event management plan (including stewarding, queue management, and how suspicious behaviour will be handled).
- A site plan showing entrances/exits, hired areas, and how non-hired areas will be secured.
- Confirmation of communications arrangements (e.g. PA system use, mobile coverage, and who will call emergency services).
- Confirmation of any security arrangements (e.g. bag checks) where proportionate and lawful.
- Evidence of relevant staff/volunteer briefings and any required training.

8.5.11. The school will keep its approach under review in line with relevant statutory guidance and sector advice. Where the Act is not yet in force for certain duties, the school will still take proportionate steps (alongside fire safety, safeguarding and health and safety duties) to reduce risk and ensure prompt, well-rehearsed responses in an emergency.

8.6. *Benedict's Law*

8.6.1 The school recognises the expected statutory guidance/requirements often referred to as Benedict's Law, intended to strengthen allergy safety in schools in England. This section is included to ensure the school and hirers are prepared as requirements come into effect.

8.6.2 Relevance to lettings: hirers may bring children and adults with allergies onto the school site. All hirers must plan for allergy risks and respond appropriately to anaphylaxis and other medical emergencies.

8.6.3 Hirer requirements: as a condition of hire, the hirer must:

- Provide the school with relevant information about known severe allergies for participants (where appropriate and lawful), and any specific arrangements needed.
- Ensure a named responsible person is present who can recognise signs of allergic reaction and coordinate an emergency response.
- Ensure participants with prescribed medication (e.g. adrenaline auto-injectors) have their medication available, in-date, and accessible, and that supervising adults know where it is kept.

- Follow the school's site rules on food, drink, animals, and cleaning to reduce allergen exposure (including any restrictions the school sets for particular areas)
- Report any allergic incidents, near misses, or administration of emergency medication to the school immediately, and cooperate with post-incident review and record keeping.

8.6.4 Emergency response: in the event of a suspected anaphylactic reaction, the hirer must call 999 immediately, administer the individual's prescribed medication in line with training and instructions, and notify the school/site contact without delay.

8.6.5 School arrangements: the school may require additional controls for some lettings (e.g. limiting food in certain spaces, specifying cleaning requirements, or requiring risk assessments). Failure to comply with agreed allergy safety arrangements may result in the letting being refused or terminated.

9. Health and Safety

- 9.1. 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.
- 9.2. In case of an emergency, on-site telephones can be used to call emergency services.
- 9.3. The site manager will check first aid kits daily to ensure their stock levels remain high and, where necessary, restock the first aid kits with the relevant items.
- 9.4. The site manager will show hirers where first aid kits are should they be required.
- 9.5. A first aider (provided by the hirer) will be on site at all times.
- 9.6. Smoking and Vaping (e-cigarettes) is not permitted on the premises at any time.
- 9.7. The hirer familiarises themselves with the school's Fire Risk Assessment and other relevant risk assessments before using the premises.
- 9.8. The headteacher will make copies of the school's Fire Evacuation Plan available to the hirer on arrival at the school.
- 9.9. The hirer will be shown the school's fire exits and evacuation points by the site manager on arrival.
- 9.10. The hirer will be provided with a copy of the school's Health and Safety Policy and will be expected to act in accordance with it at all times.

- **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.
- 9.11. 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.
- 9.12. The school's car park is available to hirers during their time on the premises; however, the governing board and school will not accept responsibility for any loss, damage or accident that may occur whilst the car park is in use.
- 9.13. Hirers will only use the car parking spaces allocated, and, should any additional spaces be required, the site manager will find suitable spaces on the school grounds.
- 9.14. In the event of additional parking being required, the site manager will ensure the school premises remain accessible to the emergency services, should they be required.
- 9.15. Alcohol will not be brought on to, or consumed on, the premises unless the school holds a licence to sell alcohol and this has been agreed in writing with the headteacher.

10. Asbestos

- 10.1. The school's Asbestos Management Policy (AMP) will be available to hirers.
- 10.2. The site manager will inform all hirers of any asbestos containing materials (ACMs).
- 10.3. 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.
- 10.4. The known ACMs on the school's premises are: [In this section, schools should detail any areas where ACMs are known to the school. This information is important as ACMs can pose serious illness when inhaled – it is vital that the hirer is aware of any ACMs prior to hiring the premises.]

- 10.5. The site manager will ensure that the hirers have access to the school's asbestos management survey.
- 10.6. The site manager will ensure that the hirers have access to the school's [Asbestos Management Plan](#) (AMP).
- 10.7. 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

11. Equipment

- 11.1. 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.
- 11.2. 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.
- 11.3. 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.
- 11.4. If a furniture move has been agreed, the hirer and site manager will negotiate restoring the premises back to its original state.
- 11.5. Any damage to equipment, furniture or the building will result in the hirer being charged with the cost of any repairs or replacements.
- 11.6. Any seating provided is limited to the number of chairs on the premises.
- 11.7. Hirers are allowed to bring their own equipment to the premises; however, they will be required to acknowledge this in their application form.
- 11.8. The hirer will ensure that any equipment that they provide meets the relevant health and safety standards.

- 11.9. The school cannot be considered responsible if any of the hirer's equipment is damaged, stolen or lost whilst being used on the premises.
- 11.10. 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.
- 11.11. Hirers will report any stolen or missing equipment to the site manager immediately.
- 11.12. Risk assessments for manual handling will be carried out by the headteacher and site manager in accordance with the school's Manual Handling Policy.
- 11.13. Food and drink may be prepared on the premises; however, hirers must seek direct permission from the governing board.
- 11.14. The hirer will prepare food and drink in line with current food and hygiene regulations.

12. Data protection

- 12.1. The school will adhere to the Data Protection Policy at all times.
- 12.2. The DPO will undertake the requisite due diligence to ensure that the hirer is compliant with the relevant data protection legislation.
- 12.3. The DPO will provide hirers with the statutory privacy information in the form of the [Privacy Notice for Third Parties](#).
- 12.4. The DPO will ensure that the hirer's information is processed in accordance with the GDPR and Data Protection Act 2018.

13. Monitoring and review

- 13.1. This policy is reviewed annually by Thrive Church of England Academy Trust board.
- 13.2. The scheduled review for this policy is annual.
- 13.3. Any changes made to this policy will be communicated to all relevant members of staff and all hirers.

APPENDICES

Premises Application Form

The school will process the data collected in this form in accordance with the 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.

Named individual:	
Company name:	
Address: <i>(for invoicing purposes)</i>	
Contact number:	
Email address:	
Deposit amount:	
Payment method:	
Requirement:	
Date of hiring:	
Time of hiring:	
Room(s):	
Equipment needed:	
Details of any equipment you will be using on the premises:	
Purpose	
Details of the event:	
Will you be working with children and/or young people?	• YES • NO
If YES, have you attached a copy of your safeguarding policy?	• YES • Not applicable
Start time:	
End time:	
Expected attendance:	
By signing this document: I acknowledge that I have read, understood and agree to the terms of this Lettings Policy. I acknowledge that my signature confirms all the details in this application form are correct.	
Signed:	
Name:	
Date:	

Hire Agreement

The school will process the data collected in this form in accordance with the 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 governing board of (name of school):	
The hirer:	
Address:	
Telephone:	
Areas of the school to be used:	
Specific nature of use:	
Maximum attendance:	
Details of any school equipment to be used:	
Date(s) of hire:	
Period(s) of hire:	
Fee (specify per hour or per session):	£ per

The governing board agree to hire the premises to the hirer on the date(s) and for the period(s) mentioned above, upon payment of the fee specified.

The hirer accepts all the conditions of hire as set out in the attached terms and conditions document.

The hirer's attention is specifically drawn to the indemnities contained in the hire conditions, and the need to ensure that suitable insurance cover is in place for any loss, damage or injury.

Hirer's signature:	
Chair of the governing board's signature:	