Bushey St James Trust

Lettings Policy

Last Reviewed:	June 2026	**Next Review:**	June 2028
Approved by:	Finance and Resources	**Date:**	16.7.26

Rationale

Bushey St James Trust recognises that its premises are a valuable resource within the community and as such welcomes the opportunity to enable other users to benefit from them when they are able to do so.

Aims

The aim of this policy is to provide a model set of guidelines to enable staff and users to understand:

- The terms and conditions under which the Letting and Transfer of Control Agreement is provided
- Who is responsible for the routine control of School Lettings.
- The responsibility of the hirer with regard to Health and Safety and Child Protection.
- The fee charging practice and cancellation terms.

Practice

1. Control

a) The routine control of School Lettings is the responsibility of the Executive Principal who is authorised to negotiate fees within the limits determined by the Trust Board.

b) The Authorised Representative within the Trust. the Lettings Co-ordinator BMS/LRS (Authorised Representative for Hartsbourne School), will manage the agreement on behalf of the School(s)

2. Procedure

a) When an enquiry is received it is the responsibility of the Authorised Representative to ensure that an Application to Hire and Lettings and Transfer of Control Agreement is signed by both the hirer and Executive Principal (BMS) or the Head teacher (LRS/HPS).

b) A copy of each of these documents is held on file by the Authorised Representative who will also ensure that the hirer has the relevant Public Liability Insurance in place.

c) The continued co-ordination of the agreement is the responsibility of the Authorised Representative.

d) The Authorised Representative will raise and send the invoice for payment which is required in full 10 days before the event takes place.

e) It is the responsibility of the Authorised Representative to provide a monthly Lettings List for the Site Staff.

f) It is the responsibility of the Authorised Representative to deal with any formal complaints made by the hirer in the first instance.

3. Charging

Please refer to Appendix A/B/C for Charges – Hire of Accommodation

a) All lettings are to be paid in advance. Charging at the appropriate rate as set out in the Application to Hire and Lettings and Transfer of Control Agreements.

b) The Authorised Representative may require payment of a damage retention fee for certain events. This fee, refundable after the event, is required in addition to the hiring fee.

c) Discounts may be offered, however these are at the discretion of the Executive Principal.

d) The lettings charges as set out in Appendix A/B/C may be revised by the Governing Body at usually twelve month intervals. The Governors will give 28 days' notice in writing of any variation to the fee. If the user does not wish to accept the fee variation, then it may give 28 days' notice in writing to end the agreement and in the intervening period the then current fee will apply.

4. Cancellation

The Governors may end the agreement by giving the User 28 days' notice to expire at any time. If

a) payment due under the agreement remains unpaid for more than 30 days after becoming due.

b) the User fails to remedy any breach (capable of remedy), of any of the stipulations and conditions contained in the agreement, after being required to remedy such breach by 28 days' notice in writing or if the User breaches any stipulations or conditions which the Governors consider incapable of remedy.

c) in extreme cases the Governors may terminate this agreement summarily without notice and the User's attention is specifically directed to the Users liability in respect of Health and Safety, Safeguarding children and Child Protection.

The Governors reserve the right by notice to the hirer to terminate the hiring at any time for reasons outside the control of the School Governors and to return to the hirer any monies paid by way of deposit, but the Governors shall not be under any liability to the hirer for any loss or damage he may sustain arising out of the termination.

The User may end the agreement at any time by giving one month's notice in writing to the Lettings Co-ordinator. If a letting is cancelled within 14 days of the date of hiring the Governors reserve the right to charge the hirer the balance of fee due.

5. Terms and Conditions for usage of Bushey St James Trust

a) Lettings will not be made to persons under the age of 21.

b) All applications of hire must be on the aforementioned forms.

c) The User must maintain Public Liability Insurance in the sum of 5 million pounds per claim and Employer's Liability Insurance in the sum of 5 million pounds per claim. The user must

pay all premiums or other costs arising from the provision of such policies. Evidence of insurance must be witnessed and a copy will be held on file by the Lettings Co-ordinator. The User may opt to be covered under the Schools Public Liability Insurance at a charge of 5% of the total hire fee payable.

d) The User shall not sublet the Premises.

e) The User will make no alterations to the Premises without written prior consent of the Governors.

f) No persons under the age of 18 will be permitted to operate school equipment.

g) The User undertakes either to make good or to reimburse for the cost of making good any damage to property of the Governors or School caused by the User, their staff, visitors or clients.

h) The User must vacate the premises on time at the end of the period of control and the premises must be left clean and tidy. All rubbish is to be placed in black bin bags and placed in the appropriate refuse area.

i) Where a licence for the sale of alcohol is necessary for a function the responsibility for obtaining such a licence is solely the User's. A copy of the licence should be passed to the Lettings Co-ordinator to be held on file.

j) Furniture in the rooms booked may be used, but the User must make his own arrangements for any additional furniture and for removing them at the of the hire period.

k) Any Furniture, instruments or equipment belonging to the User may be left or stored on the premises only in exceptional cases if stored safely and by prior agreement by the school.

l) There is a no smoking policy allowed within any of the school sites across the Trust.

m) Users will have access only to the particular rooms let to them including the use of WC's. Under no circumstances is access permitted to any other part of the premises.

n) The User must not (and must ensure that any person entering the Premises during the Period of Control does not) cause any nuisance or disturbance.

The Governors will make arrangements for the premises to be opened 10 minutes before hire time commences. The User must vacate the premises no later than 10 minutes after the hire time expires. The User agrees to notify the Governors or their Authorised Representative where any session is to start late or end early. If the premises are not vacated at the agreed time an additional fee may be charged.

6. Health and Safety

For the duration of the Period of Control the User must ensure the following:

a) Normal emergency procedures are followed.

b) A First Aid Kit is provided.

c) No school equipment is used, without the prior agreement of the School.

d) Familiarity with emergency equipment, such as fire extinguishers, alarms, mobile telephone and First Aid facilities.

e) An emergency evacuation procedure is established. This will detail who will be responsible for taking control, calling emergency services and where to assemble. Consideration must be given to the needs of disabled participants. A fire practice must be undertaken on a termly basis.

f) Facilities and equipment (if made available) must be used in a responsible manner and for the purpose for which they are hired, ensuring that the safety of the Users is not compromised.

   This includes the following:

   - Emergency exits, fire extinguishers, alarm points are not obstructed
   - Adequate walkways are available to allow free and easy access and egress
   - No gas cylinders or canisters are used inside the Premises or on the School grounds
   - Combustible materials are not placed adjacent to heat sources
   - Equipment is used for the purpose for which is was designed
   - Electrical equipment is PAT tested and complies with the British standards applicable
   - Flammable or hazardous substances are not to be used
   - No open fires, candles or unauthorised electrical equipment will be used on the Premises

Automated External Defibrillator (AED) - See Policy Health and Safety First Aid – Defibrillator.

The Procedure for use of the AED is as set out in the Letting and Transfer of Control Agreement.

7. Safeguarding

The school is dedicated to ensuring the safeguarding of its pupils at all times. It is a requirement of hire that hirers abide by the schools' requirements in respect of safeguarding. Any failure from the hirer in this respect will result in the hire being terminated.

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

If there is a chance that those hiring the premises will come into contact with pupils, for example if the hire occurs during school hours, or when pupils may be present in the school (during after-school clubs or extra-curricular activities), we will ask for confirmation that the hirers have had the appropriate level of DBS check.

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

The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact Olivia de Groot (Deputy Headteacher) - **degrooto@busheymeads.org.uk** as soon as reasonably practicable.

The hirer understands that if our school receives an allegation relating to an incident where an individual or organisation is using our school premises for running an activity for children, we will follow our usual safeguarding procedures and inform our local authority designated officer (LADO).

https://assets.publishing.service.gov.uk/media/6509558022a783000d43e81f/After-school_clubs__community_activities_and_tuition_safeguarding_guidance_for_providers.pdf

Review

This policy will be reviewed and updated if necessary, every two years by the Trust Board

APPENDIX A: - Bushey Meads School

ACCOMMODATION	1ST HOUR	2ND HOUR (and each subsequent hour)
Assembly Hall & Restaurant	£66.00	£66.00
6th Form Study Centre	£38.50	£26.40
Classroom / s (per room)	£27.50	£16.50
Dining Hall	£33.00	£27.50
Gymnasium	£33.00	£27.50
Sports Hall	£44.00	£32.45
Changing Room / Showers	£10.00 flat rate	
Astroturf/Courts	£55.00	£55.00
Playing Fields (Football)	£22.00 per hour per pitch	Plus £10.00 for changing rooms
Catering Suite	£44 per hour	£44 per hour
Cricket Nets	£16.50 per net per hour	£16.50 per net per hour
Assembly Hall can seat (Theatre Style) 230 people		

Prices reviewed: July 20206

APPENDIX B: - Little Reddings School

ACCOMMODATION	1ST HOUR	2ND HOUR (and each subsequent hour)

Under review

Prices reviewed: July 20206

APPENDIX C: - Hartsbourne Primary School

ACCOMMODATION	1ST HOUR	2ND HOUR (and each subsequent hour)
Site Supervisor – outside of normal working hours*	£16.50	£16.50
Main Hall, dining room and toilets	£33.00	£33.00
Dining Room and toilets	£16.50	£16.50
One classroom and toilets	£27.50	£16.50
Sports Pitch, Playground and toilets	£27.50	£22.00
Portacabin (Duck)	£22.00	£22.00
Kitchen Facilities	Not available	
*NB: There is a minimum Site Manager charge of £33.00. Site supervision costs should be added to hiring costs.		

Prices reviewed: July 20206