

Foxdell Primary School

Lettings / Premises Hire Policy

Date	Review Date	Author	Approved by Governors
Sept 2026	Sept 27	AW	28/09/2026

1. 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.
- Hire out facilities in a way that is safe, following government guidelines and the school's risk assessment(s).

2. Areas Available for Hire

The school will permit the hire of the following areas across both sites:

Junior Site: • School hall • Sports hall • Multi-Purpose Room • Family Room • MUGA (Multi-Use Games Area) • Playing fields • Playground	Infant Site: • School hall • Playground
--	--

3. Capacity and Charging Rates

The maximum capacity and rates for hiring each area are detailed below. All rates are subject to periodic review by the School Business Manager with agreement from the Governing board.

AREA	CAPACITY (APPROX)	COST
Sports hall (Junior Site)	100 standing	£35 per hour weekdays £65 per hour weekends
School hall (Infant & Junior Sites)	100 standing	£35 per hour weekdays

AREA	CAPACITY (APPROX)	COST
	80 seated	£65 per hour weekends
Multi-purpose Room (Junior Site)	30 seated	£30 per hour weekdays £52.50 per hour weekends
Family Room (Junior Site)	20 seated	£30 per hour weekdays £52.50 per hour weekends
Playground (Infant & Junior Sites) / Playing fields / MUGA (Junior Site)	N/A	£35 per hour weekdays £65 per hour weekends

4. Charging Rates & Financial Principles

Holding Deposit, Retainers & Full Payment Terms

- Holding Deposit: For large bookings (whole day), a holding deposit of 15% of the total lettings amount will be required in advance. This deposit will be deducted from the final bill subject to the cancellation policy below.
- Damage Retainer: A refundable retainer of 50% of the total hire cost must be paid in advance at least 7 days prior to the event. This will be refunded in full post-event provided no damage, overrun, or additional cleaning costs have been incurred. Our site team will conduct a post-booking check after each event with the hirer.
- Full Balance Settlement: Full payment of all hiring charges must be cleared via BACS at least 7 days prior to the date of hire. Failure to settle the balance in full by this deadline will result in immediate cancellation of the booking and loss of the holding deposit.

Rates, Concessions & VAT

- We may decide that certain community organisations, feeder groups, or activities can use the premises for a reduced rate or free of charge if it directly supports the core educational and social aims of the school or provides significant local social value.
- VAT Treatment: Lettings are generally exempt from VAT, but sports facility hires will be charged in strict accordance with HMRC VAT regulations depending on the duration and nature of the booking series.
- We reserve the right to impose an additional cleaning fee or caretaking charge on top of standard hiring rates where necessary.

Late Vacating & Overrun Fees

- All events must finish and premises must be completely vacated by the agreed finish time (and no later than 9:00 pm).
- If a hirer fails to clear and vacate the premises by the agreed time, an additional penalty charge equivalent to the hourly hire rate plus all associated staff caretaking overtime costs will be deducted from the retainer or billed directly.

5. Bookings, Cancellations & Review

- Advanced Bookings: Bookings must be made at least one month in advance.

- Cancellation by the School: We reserve the right to cancel any agreed hiring with a minimum of 7 days' notice. A full refund will be issued, including the holding deposit. The school shall not be liable for any indirect or consequential losses, including loss of profits or business.
- Cancellation by the Hirer: The hirer can cancel with a minimum of 7 days' notice for a full refund. Cancellations made with less than 7 days' notice will not be entitled to a refund of hire fees, though the holding deposit/retainer will be returned.
- Financial Review: Revenue raised from lettings will be reviewed regularly by the School Business Manager and reported to the Governing Board to ensure best value is achieved.

6. Application Process

1. Those wishing to hire the premises must complete the Hire Request Form (Appendix 1) and submit it to **primaryfinance@foxdellprimary.uk**.
2. Approval of requests is determined at the absolute discretion of the Headteacher. We reserve the right to decline applications, particularly where an organisation does not uphold the values of the school or reputational damage may occur.
3. If approved, the school will issue confirmation along with payment instructions, emergency procedures, and health and safety documentation.
4. The hirer must provide a copy of their Public Liability Insurance (minimum £5m cover), completed Risk Assessments, and Safeguarding Policy no less than 7 days prior to the event.

7. Terms and Conditions of Hire

The hirer agrees to adhere strictly to the following conditions. Any breach will result in immediate termination of the agreement without refund:

- Licence Status: The hirer occupies the premises as a non-exclusive licensee. No landlord-and-tenant relationship is created. Sub-licencing is strictly prohibited.
- Permitted Use: The premises shall be used solely for the agreed activity. Unauthorised uses will lead to immediate cancellation. The school retains full control and right of entry at all times.
- Health, Safety & Building Protection:
 - The hirer is responsible for all health, safety, and conduct of attendees during the hire.
 - Building Preservation: Hirers must not fix anything to walls, doors, ceilings, or building structures (e.g., using pins, nails, or heavy-duty tape) to prevent damage and avoid disturbing building fabric or asbestos management boundaries.
- Sports Hall Rules: Consumption of food and drink is strictly prohibited in the Sports Hall. Stiletto shoes or black-soled (marking) footwear are strictly forbidden.
- First Aid Provision: The school does not provide first aid supplies, equipment, or qualified first-aid personnel for external hires. The hirer must provide their own fully stocked first-aid kit and designate a qualified First Aider for the duration of the hire.
- Fire Safety & Emergency Marshals: The hirer must read all emergency evacuation procedures provided. The hirer must appoint a named Fire Marshal for each session who is responsible for keeping an accurate attendance register and leading the evacuation in an emergency.
- Prohibited Activities & Substance Restrictions:
 - Lettings will not be permitted for activities promoting discrimination (racism, sexism, ageism, homophobia), political/religious radicalisation or extremism, or anything incompatible with school ethos.
 - Youth groups without responsible adult supervision, private parties/weddings/discos, and unsanctioned public fetes are not permitted.
- Substances: Smoking, vaping/e-cigarettes, alcohol consumption, illegal drugs, and pyrotechnics/open flames (including candles and indoor fireworks) are strictly prohibited on all school grounds and buildings.

8. Insurance & Indemnity:

- The hirer must maintain valid Public Liability Insurance with a reputable insurer and provide proof 7 days prior to hire.
- The hirer indemnifies the school against all damage to premises/equipment, third-party claims, legal costs, fines, and liabilities arising from their use or breach of licence.
- The school's maximum financial liability to the hirer is capped at the total fees paid under the licence.

9. Operational Conduct & Environmental Care:

- Operating Hours: All events must conclude and premises be fully vacated by 9:00 pm.
- Noise & Local Residents: Hirers must control noise levels at all times and ensure attendees leave quietly to respect local residents.
- Cleanliness & Waste: Premises must be left clean, tidy, and in the condition found. Hirers must remove their own equipment and take any excessive event waste off-site if school bins lack capacity.
- Parking: Car parking is subject to availability and must be stewarded responsibly. Emergency vehicle access points must remain clear at all times.
- Signage: No banners, posters, or advertisements may be displayed without prior written consent.

10. Safeguarding & Keeping Children Safe in Education (KCSIE)

The school is committed to safeguarding children. Hirers must strictly comply with all safeguarding requirements:

- Child Protection Policies: Hirers providing services or activities to children must supply a copy of their Child Protection and Safeguarding Policy prior to hire.
- DBS & Single Central Record (SCR): Where hire occurs when pupils are present, or for activities involving children under 18, the hirer must provide written confirmation that all staff and volunteers have completed enhanced DBS checks. The school reserves the right to verify certificates and record details on its Single Central Record (SCR).
- Supervision Ratios: Hirers running youth or child activities must comply with national statutory adult-to-child supervision ratios at all times.
- Reporting Allegations: Should any safeguarding concern or disclosure arise during the hire, the hirer must contact the school's Designated Safeguarding Lead (DSL) / Headteacher ****immediately****. Allegations involving activities on school premises will follow standard safeguarding protocols and be referred to the Local Authority Designated Officer (LADO).

11. Technology & Data Protection (GDPR)

- IT & Wi-Fi Usage: Guest Wi-Fi access, if granted, is governed by the school's IT Acceptable Use Policy. Access to inappropriate content is strictly prohibited.
- Data Protection: Personal data submitted during the application process will be processed and stored securely in accordance with the UK GDPR and the school's Data Protection and Retention Policies.

12. Monitoring & Complaints

- Policy Review: This policy will be reviewed annually or when statutory guidance changes, and any updates will be presented to the Full Governing Board.
- Complaints: Any issues or concerns regarding premises hire should be directed to the School Business Manager. Formal complaints are managed in accordance with Luton Borough Council's complaints procedure available on the school website.

APPENDIX 1: HIRE REQUEST FORM

Please complete this form and return it to **primaryfinance@foxdellprimary.uk** alongside all required documentation at least 1 month prior to the proposed hire date.

Name of Applicant:	
Name of Organisation:	
Applicant Contact Details:	Address: Phone: Email:
Preferred Method of Contact:	
Purpose / Activity of Organisation:	
Organisation Website:	
Part of Premises Requested for Hire:	
Date & Time of First Hire:	
Recurring or One-off? <i>(If recurring, state frequency e.g., weekly for 10 weeks)</i>	
Expected Number of Participants:	
Named Event Fire Marshal:	
Named Qualified First Aider:	
Will food or catering be provided?	[] Yes [] No
Public Liability Insurance Details:	Policy No: Expiry Date:
Additional Equipment Required from School:	
Equipment Brought by Hirer:	

Will children (under 18) be attending?	☐ Yes ☐ No
Safeguarding Confirmation (if children attending):	☐ Safeguarding Policy Attached ☐ Adult-to-Child Ratios Complied With
DBS Check Confirmation:	☐ I confirm all adults involved have completed enhanced DBS checks.
Risk Assessment Attached?	☐ Yes ☐ No

Declaration & Agreement

By signing below, I agree to the terms and conditions set out in the Foxdell Primary School Premises Lettings Policy and confirm that I have enclosed:

- Copy of Public Liability Insurance Cover (minimum £5 million)
- Copy of Organisation's Safeguarding Policy and Procedures (if applicable)
- Completed Risk Assessment for the proposed activity
- Confirmation of DBS checks for all staff/volunteers (if applicable)

Name (Printed): _____

Date: _____

Signature: _____