



Lettings Policy

Approved by:	Full Governing Body
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1. Aims and scope

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

2.1 Available areas

The school will permit the hire of the following areas:

- Sports hall
- Dance studio
- School hall
- Meeting rooms
- Playing fields

2.2 Charging rates

The rates for hiring each area are as follows:

SPORTS HALL – PER HOUR CHARGE	
Category 1	£30
Category 2	£36

DANCE STUDIO – PER HOUR CHARGE	
Category 1	£25
Category 2	£30

SCHOOL HALL – PER SESSION CHARGE (3.30PM TO 7.30PM)	
Category 1	£100
Category 2	£120

MEETING ROOM – PER HOUR CHARGE	
Category 1	£15
Category 2	£18

PLAYING FIELDS – PER SESSION CHARGE*	
*Sessions are: WEEKDAYS - 3.30PM TO 7.30PM WEEKENDS – 9.00AM TO 12NOON OR 12NOON TO 3.00PM	
Category 1	£100 (first pitch/running track) £25 (additional pitches/running tracks)
Category 2	£100 (first pitch/running track) £25 (additional pitches/running tracks)

3. Charging rates and principles

3.1 Rates

The rates for hiring out different areas are listed in the table in the section above.

With the exception of the grass pitches for which we will not differentiate, hirers will fall into one of two categories:

- Category 1: Private individuals and charitable/non-profit making community groups
- Category 2: Commercial organisations or organisations that charge a fee for activities.

3.2 Cancellations

We reserve the right to cancel any agreed hiring with a minimum of 72 hours' notice.

A full refund will be issued if we do cancel a hire. The school shall not be liable for any indirect or consequential losses, including (without limitation) any loss of profits, loss of business or the loss of any revenue arising out of the cancellation of any hire.

The hirer of the premises can cancel any hire, the amount of notice given will determine the cancellation fee:

- over 72 hours - no cancellation charge
- 48-72 hours - 50% charge
- less than 48 hours - 100% charge.

4. Booking process

Those wishing to hire the premises can email wearelettings@jcsc.co.uk to express interest and request availability. Hirers should also read the terms and conditions of hire (appendix 1).

The hirer will receive acknowledgement (appendix 2) and will be asked to complete a booking form and return it along with any insurance and DBS certificates to wearelettings@jcsc.co.uk.

Once these are received, approval of the request will be determined by the Premises Manager. When approved, we will send out a booking agreement (appendix 3) confirming the date and time; an invoice with details of how to submit payments will be included. We will also send on details of the emergency evacuation procedures and other relevant health and safety documents. At this time, the school will confirm the hirer's public liability insurance and DBS certificates are recorded as appropriate.

We ask that the hire fee shall be paid in full before the date of each hire.

We reserve the right to decline requests for hire, including where the organisation does not uphold the values of the school or reputational damage may occur.

5. 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 wearelettings@jcsc.co.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).

6. Monitoring arrangements

We will review and update this policy when the guidance on which it is based changes, or when this version of the policy otherwise stops being applicable.

Any updates to this policy will be approved by the full governing body.

Appendix 1: Terms and Conditions of Hire

The following terms and conditions must be adhered to in the hiring of the school premises. Any breach of these terms will result in cancellation of future hires without refund.

1. "Hirer" means the person or entity identified in the relevant hire request form.
2. The hirer shall pay the full amount as stipulated by the school, and shall not be entitled to set off any amount owing to the school against any liability, whether past or future, of the school to the licensee.
3. The hirer shall occupy the part(s) of the premises agreed upon as a non-exclusive licensee and no relationship of landlord and tenant is created between the hirer and the school by this licence.
4. The hirer shall not sub-licence any of the premises under the licence.
5. The hirer shall not use the premises for any purpose other than that agreed upon in the licence, as set out in the hire request form.
6. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the licence.
7. The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.
8. The hirer shall be responsible for all matters relating to health and safety and shall be responsible for those in attendance during the specified time.
9. The hirer must take out its own public liability insurance with a reputable insurer approved by the school and, where requested by the school, shall provide a copy of the relevant insurance certificate no less than 10 days before the start date of the licence.
10. The hirer shall not conduct, nor permit or suffer any other person to conduct, any illegal or immoral act on the premises, nor any act that may invalidate any insurance policy taken out by the school in relation to the premises.
11. The hirer shall indemnify and keep indemnified the school from and against:
 - a. Any damage to the premises or school equipment;
 - b. Any claim by any third party against the school; and
 - c. All losses, claims, demands, fines, expenses, costs (including legal costs) and liabilities, arising directly or indirectly out of any breach by the hirer of the licence or any act or omission of the hirer or any person allowed by the hirer to enter the premises
12. Save that nothing in the licence shall exclude or limit either party's liability for personal injury or death arising from the negligence of either party or any other liability that cannot be excluded by law, the school shall not be responsible for any losses of a direct or indirect nature, and its maximum liability to the hirer shall not exceed the total fees paid or to be paid to the school by the hirer under the licence.
13. Any cancellations by the school made with less than 72 hours' notice will be refunded.
14. Any cancellations by the hirer received within 48 and 72 hours of hire will receive a 50% refund. Cancellations received with less than 48 hours' notice will be charged the full fee.
15. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.

16. The hirer will leave the premises in the condition it was found in, leaving the area clean and tidy and not leaving any of their own equipment behind.
17. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior written agreement from the school.
18. If the hirer breaches any of the terms and conditions, the school reserves the right to terminate the licence and retain any fees already paid to the school, without affecting any other right or remedy available to the school under the licence or otherwise.
19. The hirer will acquire all appropriate additional licences for any activities they are running, including those required for use of any third party intellectual property.
20. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running.
21. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
22. The school's premises hire policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation letter issued by the school shall apply to and are incorporated in the licence.
23. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
24. The school and the hirer irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising from this licence.

Appendix 2: Booking Form

Name of organisation / group / team	
Contact name	
Contact address	
Telephone number	
Email address	
Date(s) requested	
Start time	
Finish time	
Frequency	
Premises required e.g. sports hall / dance studio / pitch	
Description of activity	
Equipment required	
Maximum number of participants and age	
Any additional information or requests	
Public liability insurance (please provide a copy of your certificate of insurance)	

DBS (if working with children under 16) Membership No & Expiry Date. (We will need to see the certificate in advance of the initial booking)	
Relevant qualifications or affiliations	
Details of First Aider	

Safeguarding

James Calvert Spence College is committed to safeguarding and promoting the welfare of children and young people. The responsibility for ensuring that safeguarding measures are in place rests with the third party provider, (i.e. the Hirer) not the school. Hirers providing services to children must have policies, procedures and DBS in place to ensure children's safety and these must be supplied to us on request

All Hirers will need to read and comply with the James Calvert Spence College Child Protection and Safeguarding Policy. This policy is available on request or under the policies section on our website.

Declaration

I confirm that I have read and understood the JCSC Lettings Policy, including Terms and Conditions of Hire and agree to abide by the requirements and submit the appropriate documentation.

You will be issued with an invoice and booking agreement once this has been approved by the Premises Manager.

Name:

Signature:

Date:

Appendix 3: Booking Agreement

(insert name of hirer)

(insert Area of Hire) – (Insert Dates & Times)

4 digit code - (Insert 4 digit door code)

We're pleased to say the area you've requested is available and we'd be happy to allow you to use the area for the purpose you have requested, subject to the linked Terms and Conditions of Hire.

Based on the length of time and area requested, the full amount for the hire will be:

[insert amount, and where relevant, explain that this includes an additional cleaning fee].

You can pay us directly by cash at reception or bank transfer. We request full payment of the fee by prior to each hire date.

The 4 digit code provided allows access to the sports hall, changing and toilet facilities.

We've linked the following documents, please make sure you're familiar with these before the date of hire:

- Details of emergency evacuation procedures in the event of a fire/similar emergency
- Child protection and safeguarding policy
- Health and safety policy
- Terms and conditions of hire

You can contact wearelettings@jcsc.co.uk with any questions about hiring the premises.

Emergency contact details

Andy Dellbridge	07483103259
George Gordon	07483103258
Scott Keenan	07966221044 (Premises Manager)

Agreement

The hirer has adequate and appropriate insurance cover is in place for the activity to be carried out and has forwarded a copy where necessary.

The hirer is familiar with the Public Safety and Emergency Evacuation Procedures.

The hirer agrees to all hire charges as outlined by the school and agrees to pay all lettings fees in advance of each hire date. If payment is not received in advance the building will not be opened for the letting and your 4 digit pin code will be inactive.

The hirer confirms that he/she is over 21 years of age, and that the information provided on this form is correct and accepts the hire cost stated below.

Signed:

Date: