LETTINGS POLICY AND TERMS AND CONDITIONS

As a trust, our ethos is encompassed in our vision statement

'Making Lives Better'

and we commit to doing this through:



KINDNESS



COLLABORATION



CREATIVITY

Reviewed by: Trust Leadership Team
Adopted: July 2026

Schedule of Charges
Reviewed by: Local Governing Board
Date: October 2026

Review due: Summer 2027
Review cycle: Annual

Policy for Lettings and Other Third-Party Use of Premises

Section 1: Introduction

Southern Education Trust recognises the position of its schools in the local community and that encouragement should be given to the use of the school premises by outside organisations.

The Trust welcomes the opportunity to work with partner organisations in extending the range of opportunities to help children and young people achieve their full potential by engaging with services meeting the wider needs of children, young people, families, and the local community. The Trust acknowledges that extended services, including community services, support and complement the main teaching and learning activity within its schools and contribute towards raising standards. However, we would ask that partners note that schools, by their very nature, may be more constrained than many other organisations in responding to lettings requests.

A charge will normally be levied to meet the additional costs incurred by the school in respect of any lettings of its premises. As a minimum, the *actual* cost to the school of any use of the premises must be reimbursed to the school's budget where those activities are not directly aimed at raising pupil attainment and achievement.

Section 2: Definition of a Letting

A letting may be defined as *"any use of the school premises (buildings and grounds) by either a community group (such as a local music group or football team), or a commercial organisation (such as a provider of exercise classes)"*.

A letting must not interfere with the primary activity of the school, which is to provide a high standard teaching and learning environment for all its pupils.

Use of the premises for activities such as staff meetings, parents' meetings, Governing Board meetings, out of school hours learning / study support activities or any other extended services which support the raising of attainment and achievement, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school's delegated budget.

Section 3: Charging

The Local Governing Board is responsible for setting charges for the letting of the school premises. A charge may be levied in order to cover the following:

- Cost of services (heating and lighting).
- Cost of staffing (additional security, caretaking, and cleaning) - including "on-costs".
- Cost of administration.
- Cost of "wear and tear".
- Cost of insurance
- Cost of use of school equipment (if applicable).
- Profit element (if appropriate).

The specific charge levied for each letting will be reviewed no less than annually by the Local Governing Board. The current scale of charges is outlined in Appendix 1.

Section 4: Management of Lettings

The Headteacher is responsible for the management of lettings. The Headteacher delegates the day-to-day administration of the lettings to Site staff and staff in the School Office but retains overall responsibility for the lettings process.

If the Headteacher has any concern about whether a particular request for a letting is appropriate or not, they will consult with the Chair of the Local Governing Board to determine the issue on behalf of the Local Governing Board.

Current charges will be provided in advance of any letting being agreed. A Charging Tariff may be established to ensure that access is affordable for particular individuals and groups.

The letting of rooms is exempt of VAT.

Section 5: Operational Process

Organisations wanting to hire the school premises should email operations@wyvern.email least two weeks before they wish to use the premises. The member of staff will identify their requirements and clarify the facilities available. An Application Form (Appendix 2) should be completed. The Governing Board has 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. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.

Once a letting has been approved, a letter of confirmation will be sent to the hirer, setting out full details of the letting and enclosing a copy of the terms and conditions and the hire agreement. The letting should not take place until the signed agreement has been returned to the school. The person applying to hire the premises will be invoiced for the cost of the letting as appropriate in accordance with the school's current scale of charges. Where possible the school will seek payment in advance in order to reduce any possible bad debts.

The Hirer should be a named individual, and the agreement should be in their name, giving their permanent private address. This avoids any slight risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure.

Sub-letting of any form is strictly prohibited. If the school receives any evidence pertaining to plans to sub-let the trust premises, all bookings the hirer has made with the school will be cancelled.

During a hire of the school's premises, a member of the school's staff (or an appointed agent of the school) must be present to open and lock the building.

Section 6: Child Protection and the Prevent Duty

All hirers must state the purpose of the hire. Each application will be vetted, and any concerns will be reported to the Headteacher prior to approval.

When determining whether to approve an application, the Headteacher (delegated to the Operations Manager) will consider the following factors:

- The type of activity
- Possible interference with school activities
- The availability of facilities
- The availability of staff
- Health and safety considerations
- The school's duties with regard 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 it:

- 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 Headteacher, balanced or outweighed by freedom of expression or artistic merit).

The Headteacher or Operations Manager will file an incident report form if they have reason to believe that the letting has been used for political purposes not previously authorised, the dissemination of inappropriate material or any other purpose that contravenes the Prevent duty.

Where an individual or group is found to be promoting views in contravention of the school's Prevent duty, the person or group is guilty of an offence, under the Education Act 1996, and liable on summary conviction to a fine. In addition, the school will contact the police who will remove the person or group from school premises.

Appendix 1

Lettings Charges: Wyvern Academy

The following charges were reviewed by the Local Governing Board of Wyvern Academy and are applicable from the date of this policy:

Facility	Charge
Hall	£15 per hour
Pool	£80 per hour

Appendix 2

Lettings Application Form: Wyvern Academy

Name of Hirer:	
Address of Hirer:	
Contact Number:	
Email Address:	
Please provide details of contact person if different from above	
Name / Address / Contact Number / Email Address:	

Purpose of Hire:						
Attendees:	Total Number of Attendees:		Number of Adults:		Number of Children:	
SINGLE BOOKING	Date of Booking:		Start Time:		End Time:	
BLOCK BOOKINGS	Frequency / Days					
	Start Date:				Start Time:	
	End Date:				End Time:	
Booking times must allow sufficient time for preparation and clearing away before & after the event						

Facility Required (please tick):	Main Hall ☐	Swimming pool ☐ Other ☐ Please specify
Equipment Required:		
Other Arrangements:		
The school does not provide any warranty that the premises, facilities, and equipment are suitable for the intended purpose of the hire. The hirer is required to satisfy themselves that their requirements are met and the facilities are fit for purpose.		
Name(s) of first aider(s)		

Safeguarding information requested separately has been supplied.	Confirmed (please tick to confirm) ☐	
Copy insurance policy supplied	Confirmed (please tick to confirm) ☐	
Will refreshments be served?	Yes ☐	No ☐
Will alcohol be consumed?	Yes ☐	No ☐
If yes, will the alcohol be served or sold?	Yes ☐	No ☐
If permitted by the school, the relevant license must be obtained for all events that will involve the sale of alcohol, gambling, and public entertainment. Please contact the local licensing authority.		
I have read and accept the terms and conditions and Lettings Policy and confirm that I am over the age of 18. I hereby apply for the use of the accommodation and facilities stated, and, if my application is approved, I will ensure payment in advance of the charges due and comply with the conditions which I have read. I confirm that I will make myself and all other users within my jurisdiction aware of the procedures to be followed in the event of a fire or other emergency evacuation. I confirm that I understand the responsibilities I have related to insurance as set out in the terms and conditions and have supplied a copy of my insurance policy with this application.		
Signed (Hirer):		
Full Name (Hirer):		
Date:		

School Approval:

Signed (School):	
Full Name (School):	
Date:	

Appendix 3

Lettings Terms and Conditions

LICENCE

1.1 In return for the payment by the Hirer of the Total Fees and compliance by the Hirer with the obligations set out in the Hire Contract, the School agrees to grant access by the Hirer (and its Visitors), to the extent permitted by these Terms and Conditions, to the Venue for the Hire Period to enable the Hirer to host the Rental Activity.

1.2 The Hirer acknowledges and agrees that it shall occupy the Venue as a licensee and that no relationship of landlord and tenant is created between the School and the Hirer by the Hire Contract

BOOKINGS AND CHARGES

2. The person by whom the form of application for the hiring is signed shall be deemed to be the Hirer and such person shall be personally responsible for the payment of the scale and other charges payable in respects of the hiring and for the observance and performance in all respect of the conditions and stipulations herein contained and on the part of the Hirer to be observed and performed.

3. The proposed dates and times for the Rental Activity (**Rental Activity Period**) and total period of hire, including time for set-up and break-down (**Hire Period**) are set out in Appendix 2 above. An extension to the Rental Activity Period or the Hire Period can be permitted with the prior written agreement of the School and (subject in any event to availability) payment of an overrun fee (calculated as a percentage of the Hire Fee)4.he right is reserved by the School and Governing Board to refuse to grant a hiring without giving a reason.

4. Fees will be invoiced in advance and must either be paid in full within 30 days, or by a series of payments as specified on the invoice supplied (for example first payment within 30 days and the remainder to be specified on the invoice). Charges will be subject to VAT at the standard rate where applicable.

5. The Hirer may be required to pay a deposit in addition to the scale charges, which may be applied in whole or in part to make good any damage, in accordance with these terms and conditions.

6. Refunds for any cancellations by the Hirer due to unforeseen circumstances must be made in writing with details within 24 hours of the cancelled session; arrangements will be made to issue a credit note if considered appropriate. The Governing Board reserves the right to insist on full payment, if cancellation is made without 14 days' notice for short term lets and half a term's notice for termly lets.

7. No charge shall be made to the Hirer for consumption of Consumables provided that the Hirer shall ensure that such consumption is kept within reasonable limits (determined by the School, in its reasonable discretion

SCHOOL SECURITY

9. The Governors agree to make arrangements for the Premises to be opened and locked after each letting and the Hirer agrees to notify the Governors or their Authorised Representative where any session is to start late or end early. The school reserves the right to make an additional charge where the premises are accessed earlier than agreed or where the Hirer fails to vacate the property at the agreed time.

   The Hirer is to control security measures for the area that is hired and have a register of all people on the site for the duration of the activity. Any area that has not been hired is out of bounds.

DAMAGE TO PROPERTY

10. The Hirer undertakes either to make good or to reimburse the Governors for the cost of making good (as the Governors direct) any damage to the property of the School, caused by the Hirer, their staff, visitors, or clients.

HEALTH AND SAFETY

11. For the duration of the letting the Hirer must ensure they have completed an induction with the Site Manager and understand the school procedures.

12. The Hirer must also ensure the following:

    a) A full Induction is to be carried out by the school's Site Manager; this to include Fire, Health & Safety, and housekeeping.
    b) A register of Persons on the site to be maintained accurately for all sessions
    c) Normal emergency procedures are followed.
    d) No School equipment is used.
    e) Familiarity with emergency equipment, such as fire extinguishers, alarms, and alarms
    f) 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. Fire practice must be undertaken on a half-termly basis
    g) Facilities and equipment (if made available) are used in a responsible manner, an orderly way and for the purposes for which they are hired and do not compromise the safety of the users or the Premises and equipment.
    h) The maximum numbers permitted shall be clearly stated and strictly adhered to.
    i) Any security measures to prevent any criminal activity should as far as possible be retained for the period of the letting, but any gates required for means of escape should be available
    j) A qualified first aider and suitably equipped first aid kit must be provided. The hirer must also have sufficient supervisory capacity in the event that the group leader is the first aider and could potentially be unable to supervise the group when dealing with a medical emergency. The school must be provided with the name of the first aider and be provided with a copy of the person's qualification.
    k) All Visitors comply with the Hire Contract and remove from the Premises any person who is behaving or appears likely to behave in a manner that is unsafe or in breach of the Hire

Contract or that is otherwise considered to be unacceptable. The Hirer hereby acknowledges and accepts that it shall be responsible for all acts and/or omissions of all Visitors at the Premises.

This includes ensuring that:

i. Alcohol is not consumed
ii. Emergency exits, fire extinguishers, alarm points are not obstructed.
iii. Adequate walkways are available to allow free and easy access and egress.
iv. No gas cylinders or canisters are used inside the Premises or on School grounds
v. Combustible materials are not placed adjacent to heat sources
vi. Equipment is used for the purpose for which it was designed.
vii. Electrical equipment is PAT tested and complies with the British standards then applicable
viii. Flammable or hazardous substances are not to be used.
ix. No open fires, candles or unauthorised electrical equipment will be used on the Premises.
x. Furniture, instruments, or equipment belonging to the Hirer may be left or stored on the Premises if stored safely on request from the School – items are stored entirely at the Hirers risk
xi. The Premises and School premises must be vacated on time at the end of the letting and left in a clean and tidy condition.
xii. No smoking is allowed on the premises at any time, and no dogs are allowed on the premises except assistance dogs

SAFEGUARDING (Where applicable)

13. In addition to the Hirer's liability in respect of health and safety regulations referred to in the paragraph above, the Hirer specifically undertakes to ensure suitable arrangements are in place in regard to safeguarding children and child protection and that a named member of staff is given as the Designated Child Protection Officer.

14. The Hirer must also agree to the following:
    i. All staff, helpers or volunteers have enhanced DBS checks if working with pupils under 18 years of age.
    ii. Provisions are in place for staff record keeping of DBS checks.
    iii. Policy and procedures for dealing with DBS checks must be provided
    iv. Agree to a renewal of DBS checks on a three yearly cycle.

15. The Hirer must have policies and procedures to inform, educate and direct its staff in Child Protection matters. Whistle-blowing and disciplinary policies should be in place and used where appropriate. The Provider agrees to act in accordance with the requirements of the Local Safeguarding Children's Board Policy and Procedures and the Government's publication Keeping Children Safe in Education 2024.

16. If the Hirer is in any doubt, then contact may be made with the Independent Children's Reviewer and LADO (Local Authority Designated Officer) at the relevant Local Authority. The Hirer's staff will inform their manager immediately when it is suspected that a child or otherwise dependent person has suffered any form of abuse or is otherwise thought to be at risk.

LIABILITY OF THE PARTIES AND INDEMNITY

17. Except in so far as the Unfair Contract Terms Act 1977 requires otherwise neither Southern Education Trust, nor it's Governors or servants will be liable for any injury (including injury resulting in death) or damage to or loss of property, which may occur to, or be sustained by the Hirer, their assistants, employees, volunteers or agents, children attending any session or others entering the Premises (with the exception of death or injury which may occur by reason of the negligence of the Trust or it's Directors, or their servants or agents acting within the scope of their authority).

18. The Hirer shall be liable for and shall indemnify Southern Education Trust and it's Directors against all actions, claims, costs, expenses and liabilities arising under statute or common law from injury to or the death of any person and/or the loss of or damage to any property, including property belonging to Southern Education Trust and it's Directors, or any other financial loss insofar as they arise from matters pertaining to this agreement (except and to the extent that such actions, claims, costs, expenses and liabilities may arise solely out of the act, default or negligence of the school, its employees or agents).

19. The Hirer shall make good any damage to the property of Southern Education Trust which can be attributed to his use of the premises. The Hirer shall not be responsible for any fire damage to the property occurring otherwise than from the act, neglect, or default of the Hirer, his/her servants, or agents. In the event of any such damage as a result of the Hirer, his/her servants, agents or visitors, the School may make it good and the Hirer, by the acceptance of the hiring subject to these conditions, will thereby be deemed to have undertaken to pay the cost of such reparation as certified by or on behalf of the School. If it is not possible to make good the damage and a claim needs to be made against the school's insurance, the Hirer will be responsible for the first £250 of any loss or damage to the property.

20. The Hirer shall not infringe any subsisting copyright or performing right and hereby indemnifies the Trust and School against all sums of money which the School may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire.

21. No nails, tacks, screws etc. shall be driven into or adhesives fixed to any of the walls, floors, ceilings, furniture, or fittings.

22. The Hirer shall not use the premises or permit them to be used for gaming or wagering other than lawful gaming carried on in accordance with the provisions of the Gaming Act 1968, or any subsequent Act which in whole or in part replaces it.

23. Furniture and apparatus may be brought on to the premises at the hirers own risk. Hirers shall not bring on to the premises any article of an inflammable or explosive nature, nor any article producing an offensive smell nor any other substance, apparatus, or article of a dangerous nature.

24. Storage facilities cannot be provided. If hirers have been granted permission to leave equipment on premises, they do so entirely at their own risk. Any article or property belonging to the Hirer or any caterer or contractor or other person left on the school premises after the hour named above may be removed by the Governors and the cost shall be paid by the Hirer.

25. Intoxicating liquor shall not be sold, supplied, or consumed on school premises except by general or special approval of the Local Governing Board and subject to any necessary licence having been obtained by the Hirer.

26. The Hirer shall, if called upon to do so, furnish for approval a copy of the programme of any entertainment to be given by the Hirer. In such a case no entertainment shall be given except in conformity with the programme which has been approved.

27. Failing approval of a programme, the Hirer will be allowed to cancel the hiring on payment of the appropriate fees, unless it is decided to remit such fees.

28. Members of the Local Governing Board reserve to themselves, and their officials, the right to enter the premises hired at all times on producing evidence of their identify. Stewards should be advised accordingly by the Hirer.

29. The Hirer must ensure that either the Hirer's Representative or a nominated representative of the Hirer is present at the Venue at all times during the set-up, running and dismantling of the Rental Activity and not to leave the Venue until all other Visitors have left the Premises.

Insurance

30. The Hirer must maintain public liability insurance in the sum of five million pounds (minimum) per claim and employer's liability insurance in the sum of ten million pounds (minimum) per claim. Regular hirers must ensure that they supply the school with copies of renewed insurance certificates.

31. The Hirer must pay all premiums or other costs arising in the provision of such policies of insurance referred to above and ensure that the policies or certified copies are produced to the school before hire commences

32. A non-commercial hirer will continue to need to be insured where he/she engages an entertainer, band, or group for a specific function. It is the hirer's responsibility to receive confirmation that such entertainment carries its own public liability insurance.

33. If the insurance cover is renewed during the period of the let it is the responsibility of the Hirer to ensure that a copy of the updated schedule is provided to the School within 1 month.

Marketing

34. The Hirer may not use the name and logo of the school, photographs of the school or staff, or pupils without the express written consent of the Headteacher in advance.

Termination of the Agreement

35. The Local Governing Board may end this Agreement immediately by notice given by them:

- if at any time any payment due under this Agreement remains unpaid for more than 28 days after becoming due

- if the Hirer fails to remedy any breach of the stipulations and conditions contained in this Agreement after being required to remedy such breach by 28 days' notice in writing

- If the Hirer breaches any of the stipulations and conditions in this Agreement which is in the opinion of the Governors incapable of being remedied and the Governors state this in a notice given by them.

- In extreme cases the Governors may terminate this agreement summarily without notice and the Hirer's attention is specifically directed to the safeguarding paragraph of this agreement.

In such an event, any sum paid by the Hirer will be refunded, but the school shall not be held liable or required to pay compensation for any loss sustained as a result of or in any way out of the cancellation of the hiring.

36. If use includes child related activities, the Hirer must provide documentary evidence of appropriate security checks related to the Hirer and any staff engaged in supervising, teaching the children, etc. prior to any hire commencing.

37. Cancellation / termination by the Hirer is covered in point 5 above under Bookings and Charges.

38. In addition to the general right of termination set out above, the Governors specifically reserve the right to terminate this agreement with immediate effect if the Hirer does not have the required safeguarding arrangements and fails to take immediate steps to put them in place. In such circumstances the Governors and School will not be liable for any loss financial or otherwise incurred by the Hirer.