



WESTFIELD PRIMARY SCHOOL AND NURSERY

HIRING AND LETTINGS POLICY

Date ratified: November 2025

Ratified by: FINANCE, PREMISES and PERSONNEL

Date to be reviewed: November 2026

Hiring and Lettings Policy

Purpose

The purpose of this policy is to ensure that the most effective use is made of the school premises. It is recognised that the facilities could generate income to support the development of the school and benefit the education of the children of Westfield Primary School and Nursery.

Governor Responsibilities

The governing body, with advice from the Headteacher, will:

- Balance the desire to generate income against the desire to support “worthy” groups within the community
- Rely on the head teacher’s judgement when considering requests for booking and review these at Finance and Premises Committee meetings. [These could include educational focus, charitable causes, benefit to the community, etc.]
- Take a positive approach to enhancing learning opportunities for the whole school community through promoting community use of the school
- Ensure that use by external organisations does not degrade the standards of the facilities to the extent that they are no longer suitable for use by pupils
- Consider the implications of all requests received for the health, safety and security of pupils and staff
- Consider the implications for workload of all staff of any decisions it makes

Overview

- 1) Westfield Primary School and Nursery will always consider reasonable requests for hiring the school facilities for local community and educational groups, but priority will be given to the following uses:
 - a. After school clubs during term-time
 - b. W1SPA events

- 2) All lettings to outside clubs etc. will be judged against potential clashes with existing users. It is the hirers' responsibility to check with the school for any potential clashes with pre-arranged school events.
- 3) Applications are to be made in writing to the Headteacher. Once approval has been given, the Office Manager will then be responsible for the administration, keeping the Site Manager informed.
- 4) The Headteacher along with the Chair of Governors will discuss any possible contentious requests to hire.
- 5) The Headteacher is always involved and W1SPA has all the relevant guidance on safety, numbers permissible etc. so there is no individual requirement for individual contracts. However, in all cases it should be clear who the nominated person with overall responsibility for each event is.
- 6) For all other hirers there will be a scale of charges. Please see Appendix 1
- 7) All paid hires will require a lettings form (LT01) to be used as the contract. Each hirer should also be given a copy of this policy document to ensure that all other issues listed below, plus other terms and conditions are discussed and agreed:
 - a. Clear definition of days, times, length of contract, and charges (reviewed annually) and when to be paid.
 - b. Public liability insurance cover provided by hirer.
 - c. The school and W1SPA have priority use of the premises over existing bookings (to be determined by the Headteacher).
 - d. All Health and Safety regulations complied with:
 - i. The hirer is to familiarise themselves with the Fire Action Notice posted in the room of use and follow the evacuation procedure in the event of an emergency.
 - ii. As detailed in the schools H&S policy (Appendix 12: Asbestos), under no circumstances can any holes be made in the fabric of the building.

This includes not even using staples or drawing pins unless approval has been obtained from the Site Manager (Asbestos Authorising Officer).

- e. Agreement over maximum number of children per instructor outside or in hall or classroom.
 - f. Conditions over the use of school buildings/grounds, if applicable – which room/toilets, what happens in wet weather, no moving of furniture unless agreement has been obtained prior to the letting and how the Site Manager wishes it to be left/cleaning instructions.
 - g. First aid kits to be provided by the hirer.
 - h. The school will charge for any damage/loss.
 - i. Hirer to provide own first aid kit and bring a mobile phone, so that the Office can remain locked.
 - j. Use of the kitchen facilities requires prior agreement with the Head of the Kitchen and compliance with Food Safety regulations
 - k. Consideration to be given to local residents and other users, staff etc. re: noise/care speeds and parking.
 - l. Procedures for advertising the club within school and collecting/handing over monies to hirer (if applicable).
 - m. Breaches of these conditions may result in immediate termination of this contract by the Headteacher, in consultation with the Chair of Governors, on behalf of the Governing Body.
 - n. VAT will be charged on lettings where the hirer is using the hall for a sports activity and is using any of our PE equipment for their activity. For all other purposes no VAT is charged.
 - o. Contact Site Manger, Paul Bray, if an emergency on 07770 872109
- 8) The hirer must agree to this contract by signing, and provide an original or certified copy of their public liability insurance. Bookings will not be permitted to take place until that has been done. The Headteacher will sign on behalf of the school

- 9) Hirers requiring regular bookings who are new to the school will have a trial period of 2 uses before the contract is officially confirmed
- 10) Regular hirers will be given one month's written notice of any increase in charges.
- 11) Payments: A minimum deposit of 10% will be required to guarantee bookings at the time of application. The balance of payment to be paid by cheque or cash no later than 10 working days prior to the event, or within 28 days of use if a regular hirer. All bookings shall carry a £50 returnable deposit, subject to the premises being left in reasonable condition.
- 12) At the discretion of the Head and Chair of Governors the school may offer alternative or flexible terms to high volume hirers of school facilities.
- 13) The premises can only be hired during daylight hours. As a guide, in wintertime the premises can be hired out no later than 7pm. In British Summer Time, the premises can be hired out no later than 8.15 pm. Following the installation of emergency lighting in certain areas of the school it is possible to authorize lettings outside of these times. This is dependent on which areas are needed and will be determined on a case by case basis.

Cancellation

Cancellation by Westfield Primary School:-

Westfield Primary School reserves the right at its absolute discretion to cancel a booking:

- (1) Should it require the use of the Facility owing to unforeseen circumstances or in an emergency
- (2) If Westfield Primary School is of the opinion that the function is likely to prove of an objectionable or undesirable character
- (3) If the Facility is, in the opinion of Westfield Primary School, unfit for use
- (4) If Westfield Primary School is dissatisfied with the evidence of insurance provided by the Hirer

(5) If payment has not been made in accordance with this agreement

In the event of such a cancellation the total charges previously paid to Westfield Primary School (if any) will be refunded to the Hirer but no liability will be accepted for any other expenditure or compensation to the Hirer or any other person in respect of any such cancellation howsoever caused.

Westfield Primary School reserves the right to terminate any lettings or series of lettings immediately in the event of the Hirer failing to observe or perform any of the Terms and Conditions of Hire.

Cancellation by the Hirer:-

Cancellation more than 8 weeks prior to the commencement of the hire period will result in 100% of fees refunded back to the Hirer.

Cancellation of 8 weeks or less but more than 1 day prior to the commencement of the hire period will result in 50% of fees refunded back to the Hirer.

Cancellation less than 24 hours prior to the commencement of the hire period will result in no fees being refunded back to the Hirer.

Temporary Closure

In the event of any failure or breakdown of the supply of essential services, fire or any accident or occurrence whatsoever and howsoever caused rendering necessary in the opinion of Westfield Primary School the temporary closure of the facility, or an interruption of any engagement whether before or during any function, or of any repairs or renewals consequent upon any such breakdown, the Hirer agrees that Westfield Primary School shall not be liable for any loss or claims arising from such closure of the facility.

Safeguarding

Westfield Primary School & Nursery is committed to safeguarding and promoting the welfare of children and young people and expects all staff, volunteers, contractors and hirers to share this commitment.

The School has a statutory duty to ensure that where services and activities for children are provided on the school site there are appropriate policies and procedures in place in regard to safeguarding children and child protection. All Hirers whose group includes children under the age of 18 must have a Child Protection Policy. A copy of this document and written confirmation that all its staff have completed annual Child Protection/Safeguarding training and have read and understood Part 1 and Annex A of the most recent publication of 'Keeping Children Safe in Education' must be provided to the school before the booking can be confirmed

Hirers must also provide Westfield Primary School & Nursery with written confirmation that all its staff have had DBS (Disclosure and Barring Service) checks carried out. This must be provided on headed / company paperwork stating full name, date of check and DBS number. Failure to provide this information will result in the hire agreement being terminated immediately (where the times of hire involve children on the premises).

APPENDIX 1
SCALE OF CHARGES

OUTSIDE	
Use of grounds. No access to building Minimum booking is one hour (whole hours only)	Monday to Friday (up to 7pm) £11.00 per hour
	Monday to Friday (after 7pm) & Weekends £11.00 per hour Plus £12.00 site management fee
Use of grounds Access to toilets Minimum booking is one hour (whole hours only)	Monday to Friday (up to 7pm) £18.00 per hour
	Monday to Friday (after 7pm) & Weekends £18.00 per hour Plus £12.00 site management fee

INSIDE		
Minimum booking is one hour (whole hours only)	Use of hall and toilets OR dining hall and toilets plus heating and lighting	Monday to Friday up to 7pm £18.00 per hour
		Monday to Friday after 7pm & Weekends £18.00 per hour Plus £12.00 site management fee
	Use of classroom and toilets plus heating and lighting	Monday to Friday up to 6.15pm £12.00 per hour
		Monday to Friday (after 7pm) & Weekends £12.00 per hour Plus £12.00 site management fee

APPENDIX 2

HIRING AND CLEANING GUIDELINES

General Guidance:

1. Floors to be protected if equipment is being used (eg bouncy castle, sports equipment, etc.)
2. School equipment in the Hall must not be used unless prior arrangements have been made.
3. Any damage or breakages will be charged to the hirer and deducted from the deposit.
4. Toilet area to be left in clean condition with toilet flushed and paper towels in waste bins provided.
5. Tables and chairs to be wiped clean if used and put back in their original storage position.
6. Floor to be swept if necessary ready for next user.
7. All lights to be turned off at end of hiring period.
8. All windows and doors to be closed and secured at the end of the hiring period.
9. The hiring keys to be kept safe and returned to school as agreed. Under no circumstances should the keys be used by anyone other than the designated hirer, nor should they be passed to any unauthorised person.
10. Lost or damaged keys must be paid for from the deposit.
11. Heating of the School Hall during the letting period will be at the school's discretion.
12. Should additional cleaning be required as a result of the hire, a cleaning charge will be submitted to the Hirer as per the hourly rate agreed by the Governors and deducted from the deposit.
13. The Hall to be inspected at the end of the hire period and the £50 refundable deposit returned subject to letting conditions having been met.
14. Any damage caused or extra cleaning costs required will be paid for from the £50 deposit. Should the damage be in excess of this amount estimates for repair/replacement will be obtained and an insurance claim submitted on the hirers insurance.

APPENDIX 3

LETTINGS PROCESS FOR NEW BOOKINGS

1. Booking enquiry received. Provisional details taken and rates agreed.
2. Discuss any contentious issues with Headteacher and Chair of Governors
3. Hirer contacted with application form (LT01), Agreement form, health and safety policy and insurance details.
4. All forms to be returned by hirer with agreed 10% deposit, and £50 Returnable Deposit.
5. Insurance details to be checked and verified.
6. Child Protection Policy and DBS information to be checked and verified.
7. Booking recorded in the school diary and notified to the finance assistant.
8. Invoice issued for payment to be sent.
9. Payment received.
10. Event takes place.
11. Review condition of Premises after let by Site Manager.

HIRING PREMISES MANAGEMENT AGREEMENT

It is agreed by both parties this Hiring Management Agreement is put in place to ensure the smooth running of the whole site. Both parties duly agree to abide by the provisions detailed below.

This agreement is made on (Date) and will be valid for
(Months) unless terminated before (Date – End Date)

Agreement between:

Westfield Primary School, Durrants Lane, Berkhamsted, Herts HP4 3PJ.

Tel: 01442 862729. Email: admin@westfieldprimary.herts.sch.uk

Hirer, address, contact details

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Use of Premises

- Access (as stated on LT01 Form)
- Security of premises (keys & alarms to be discussed with Site Manager if this is a requirement)
- Hours of usage (as stated on LT01 Form)
- Cleaning – All hirers must ensure that the premises are left clean and tidy and all rubbish must be removed from site
- Equipment (the Westfield Primary School’s equipment can only be used by prior agreement and a charge may be levied for this)
- Car parking & access
- Food & drink – No alcohol must be sold or consumed on the premises without the relevant licences being in place

Rates and Charges

- Hourly / day rate (as stated in Lettings Policy)
- Free of charge – Any concessions will be by prior agreement
- What this does and doesn’t include (see below)

HIRING TERMS AND CONDITIONS

Premises

- Users of the premises must remember that the building is primarily intended for other use and much trouble and work will be saved if premises are treated with care and respect
- Documents and equipment should not be touched and furniture moved only when necessary and replaced in its original position unless otherwise directed
- The hirer is to confine his/her activities to the accommodation hired and is not to use any other part of the building except as is necessary for access purposes
- At the end of the hire it is the hirer's responsibility to leave the accommodation in a satisfactory condition and to move furniture back to its original position or to such a place as will facilitate cleaning. Failure to do this may result in an extra charge for the additional time spent cleaning.
- Hirers must not use any equipment or rooms not agreed (see LT01 Form), unless the request has been agreed to *in writing* at least 7 days in advance of the hire, by Westfield Primary School.
- The minimum hiring period shall be 1 hour.
- Consideration must be given to local residents with regard to noise and car parking.
- Any hiring may be subject to a trial period of 2 hiring sessions before the contract is officially confirmed.
- Hirers must ensure that they have adequate first aid training, as the school cannot ensure that first aiders will always be available. **THIS IS THE HIRER'S RESPONSIBILITY.**
- While Westfield Primary School children are on the premises, hirers should not use mobile phones. Under no circumstances must hirers use personal digital equipment, such as mobile phones and cameras, to record images of pupils.

Financial Arrangements

- Westfield Primary School will set the charge within the following principle:
- Hirings will include the cost of the staff attendance if required, heating & lighting, wear & tear and administration
- Payment is to be made in advance of the hire period
- VAT will be charged as required, in accordance with VAT rules
- Hirers will be given a minimum 1 months notice of Westfield Primary School intent to increase the hiring charge.

Insurance

- All hirers must provide an original insurance cover note, which demonstrates Public Liability Cover for a minimum of £5 million. This document must be sent to Westfield Primary School before this agreement is signed. If this is not in place, a discussion must take place with the office manager / headteacher.

Regulations

- All persons hiring / using the premises will be expected to confirm to relevant Health & Safety regulations and will be required to follow the instructions of the site manager, or their representative, at all times.
- Smoking is not allowed on site at any time.
- Depending on the activity, a representative of the organisation utilising the premises may be asked to complete a risk assessment form for the activity to be carried out and return it to Westfield Primary School. The risk assessment form must state the maximum number of people who will be on site.

Termination

- The termination notice period for a single event will be 14 days, and 28 days for a regular booking. In the event of breach of agreement, Westfield Primary School reserves the right to terminate the agreement with immediate effect.

Staffing

- Where the premises is being used for a service that relates to contact with children the staff concerned (whether volunteers or paid workers) are subject to the policies of Hertfordshire County Council's Safeguarding Board and the legal rules and procedures defined by The Safeguarding Vulnerable Groups Act 2006 and any subsequent Acts pertinent to the service provided.
- Hirers must provide Westfield Primary School with DBS (Disclosure and Barring Service) checks carried out on all staff. This must be produced on headed / company paperwork stating full name, date of check and DBS number. Failure to provide this information will result in the hire agreement being terminated immediately (where the times of hire involve children on the premises).
- The qualifications of staff, management and volunteers shall meet the minimum legal requirements and suitable for the services to be delivered.
- If the Service involves the care of children as defined by Ofsted Regulations, then the qualifications of staff and managers shall be subject to the National Childcare Standards currently prevailing.

Monitoring

- Both parties under this Hiring Agreement will meet on a regular basis to maintain a dialogue and communication channels to ensure that any problem or complaint is addressed at the appropriate level at the earliest opportunity.
- Westfield Primary School shall be responsible for initiating formal procedures to deal with complaints that are of a serious nature utilising the schools existing disciplinary and grievance procedures.

Disputes

- If a dispute arises between the parties of the Hiring Agreement, every effort will be made to achieve a local resolution. If unsuccessful, disputes should be referred progressively through senior levels of management.

Complaints Policy

- The hirer must communicate its complaints procedure to all service users.

General Terms

- Westfield Primary School must be first consulted before the name of the building is used on any promotional/marketing/advertising material, related to the hiring.

Signatures

We agree to the terms and conditions above:

SIGNED

SIGNED

NAME

NAME

Westfield Primary School & Nursery

Hirer

DATE

DATE

FOR SCHOOL USE ONLY:
Date Application Received:
Date Application Reviewed:
Application Approved? (Yes / No)
Reason why application was not successful: