Letting Policy

Sussex Road Primary School

Approved by:	Headteacher	**Date:**	September 2026
Next review due:	September 2027		

Aim

Provided there is no interruption to school use of the premises, part of the school buildings and grounds may be let go outside bodies after the end of the school day, at weekends and during the holidays, to:

- Generate income for the school.
- Better integrate the school into the local community.
- Familiarise families, who may join our school community, with the school.
- Satisfy some of the needs of local individuals, groups, and organisations.
- Increase the use of facilities that are under used by the school.

Any hire agreement entered in to will not constitute a Landlord/Tenant agreement.

- Requests may be refused where they interfere with any of the school's functions including routine maintenance or building work.
- There is no commitment on the part of the school to renew any long-term hire agreement.
- Where required formalities have not been completed or have lapsed the school reserves the right to suspend any club until all assurances are in place. Refunds in such instances will not be made to the hirer.

Implementation

Bookings are made through the representative of the school, normally the School Business Manager or a member of the Administration Team, as authorised by the Governing Board, and confirmed in writing.

- School activities have priority, followed by Polkadots Out of Hours Provision and PTA
- Outline charges are set by the School Business Manager and the Headteacher and reviewed each September.
- Specific charges are set at the time of the agreement.
- Any VAT liability of the letting is determined at the time of the agreement.
- Payment will be in advance for Ad Hoc hire agreements. Regular booking will be invoiced termly in advance by the school.
- All long-term agreements. will be reviewed annually
- Ad Hoc bookings will not be confirmed more than 4 months in advance, although provisional bookings may be made at any time.
- All Ad Hoc lets are recorded in the School Office Outlook diary.

All Users will sign an agreement that covering:

- Terms and conditions relating to type of and length of use.
- Cancellation.
- Damage.
- Insurance.
- Charging.
- Restrictions on use.
- Licensing for the sale of alcohol, or public performances.
- Parking.

Roles and Responsibilities

Hirer (including the SRSA)

Before the event the hirer must

- Complete a formal hire application. Providing at least one month's notice of proposed event.
- Must agree to abide by all terms and conditions detailed in the letting agreement.
- Complete an appropriate risk assessment when required in relation to the premises or activity or equipment involved, and ensure any controls are complied with.
- Hold Public Liability Insurance Certificate or for ad hoc non commercial agreements Cover may be available through the School's RPA cover through the DfE.
- Seek permission before moving furniture
- Settle invoices within the School's published credit period.
- Where the Site Manager is unavailable, nominate a competent key holder with the agreement of the school. Keys may not be passed to a third party.

During the Let the hirer must

- Understand safeguarding implications of hosting events for pupils where their families are not present. The SRSA and Commercial Hirers must ensure sufficient DBS cleared adults are available and unchecked adults are chaperoned.
- Commercial Hirers must ensure they lodge a current Public Liability Insurance Certificate with the School

- Must complete and return a letter of Assurance and renew annually. (See appendices)
- Maintain confidentiality regarding Pupil information on site which must not be copied or shared.
- Follow the process within the School's Safeguarding Policy where there is a concern about a child on site.
- Be mindful that the school remains a working environment after 3.15pm and children remaining on site as part of any set up process they are expected to remain with their family member and follow all normal school rules.
- Be aware of emergency exits for rooms hired and shared with other attendees.
- Take responsibility for supervision and all First Aid during any let.
- Ensure the security of school site and equipment
- Not access any other areas of the school not detailed as part of the letting agreement.

After the Let the hirer must

- Ensure its return of any furniture used with the school's agreement, so that lessons may begin as normal on the next school day.
- Not leave the site unlocked and unattended.
- Lock and alarm the School ensuring it is left secure.
- Ensure all rubbish is bagged and removed and the site is left clean and usable.
- Report any loss and damaged to the school.
- Ensure all events end in a timely manner and the impact in the school's neighbours always considered.
- Hires may not share keys with any third party. All site keys must be returned to the school as soon as possible and not later than one school week of the let (unless previously agreed in writing) to ensure availability for other hirers.

Site Manager or Nominated Key Holder will: -

- Ensure relevant keys are available to the Hirer and that they have been briefed on site security
- Make any agreed adjustments to exterior lighting and heating
- Ensure equipment agreed as part of a let are easily accessible to the hirer
- Complete post-letting checks and report to the school any areas of concern.
- Monitor use to ensure that excess wear and tear on the buildings and equipment is kept to a minimum and will follow up unsatisfactory lettings to resolve issues.

School Staff will: -

- Advise the Administration Team of any events, including clubs which they plan to take place on the school site, outside of the school day, so that rooms may be booked.

Responsible Person will: -

- Maintain an effective booking system to minimise the possibility of double booking.
- Offer alternative accommodation or advise the hirer to cancel their session where this is not available. Refunds will be applied in the event the school needs to cancel a let.

Insurance

The Schools RPA cover through the DfE may be available to Ad Hoc hirers where rental payment made to the School. Hirers are required to check they are covered or make alternative insurance arrangements

The PTA are required to maintain their own Public Liability Insurance

All paid commercial lets are required to hold Public Liability insurance and to lodge a copy or their current certificate with the school. Any let by Political Parties cannot be covered by the School's Public Liability Insurance and alternative cover must be sought – this does not include public briefing such as information of the Local Plan which may be hosted by counsellors or the Local Police not including any party-political content.

Monitoring & Evaluation

Lettings will be evaluated to assess the additional income raised for the school, less the cost of any reasonable wear and tear to the furniture and fabric of the school, costs of additional heating and Site Manager's payments to ensure Value for Money is achieved from each let. All hire rates will be reviewed annually, and increases will become effective from the beginning of each Academic Year.

Safeguarding

Commercial Hire

Child Protection and confidentiality are central at Sussex Road School, and our expectations cover all lets on site. Where a club operate its own child protection procedures, we require a copy to be submitted to the school for checking and to be lodged with the school for the duration of any let.

A letter of Assurance must be completed by all Commercial Hirers working with Pupils as well as Third party contractors on site when children are present. See Appendices. These letters will be renewed annually.

Ad Hoc, individual or sole Trader Hire
Where a club does not operate its own Child Protection Procedures users will be required to confirm that they have read and understood our Children Protection Policy and completed the online training https://www.sussex-road.kent.sch.uk/page/?title=Safeguarding&pid=15 available on the School's website. Any concerns taking place in the school day or during an after-school let must be raised with the **DSL Mrs Sarah Miles** or one of her **deputy DSLs**. In the event of a potential Child Protection concern coming to light during a let outside of school hours, the hirer or their agents will be expected to raise their concerns directly with the relevant agency. **Tonbridge Social Service Duty Team telephone number is 01732 362442.**

Confidentiality

Adult are welcomed on site, but we require everyone to be aware of their obligations of confidentiality. Confidentiality be maintained in respect of all of our pupil's children including attainments, attitudes, behaviour, protected characteristics and must not be shared in any format. Any matter that is of concern should be discussed immediately with the class teacher, the Headteacher or a member of the DSL Team, in order for any potential concerns, misunderstandings or difficulties to be addressed as a matter of urgency.

The school leadership reserves the right to choose who works in school including hirers and will terminate agreements without out refund where breeches have been found to have occurred.

Shared site use during School Holidays

Contractors on Site and Safeguarding
Most work undertaken on behalf of the school needs to take place outside of school hours. Where possible we book routine, planned and in some cases emergency work to be carried out in school breaks. The school cannot not guarantee the DBS status of any contractor on site out of school hours.

It is the responsibility of the Hirer to ensure they hold a suitable Risk Assessment covering contractors in school, and that they maintain and follow a robust Safeguarding Policy for the protection of all their attendees on these occasions.

Refunds
Where both halls are booked simultaneously, the school is not in a position to offer like-for-like alternative accommodation where work is required. In these cases, bookings may need to be cancelled, and a credit note/refund will be provided for the rental fee. The school will give as much notice as possible in these cases, but does not undertake to compensate for any out-of-pocket expenses incurred through a cancelled session.

Car Parking
Rental agreements do not by default include car parking for hirers. Whilst the school might suggest appropriate parking to facilitate the off-loading of equipment, all spaces on site are available to all users including Staff, and Contractors. Please ensure carpark gates are left closed as you leave.

Security
Please be mindful that each hirer has a duty of care to all children in the school. Do not leave gates open and unattended whilst children are on site. The last hirer to leave the site should ensure alarms are set and the building locked.

Third-party harassment

The Employment Rights Act (ERA 2025)
This Act aims to significantly strengthen harassment protections for staff in the UK, adding a duty for employers to take "**all reasonable steps**" to prevent sexual harassment. This change will be effective from late 2026.

At Sussex Road School we believe all our staff have a fundamental right to be protected from all forms of harassment in the workplace. The School will take all reasonable steps to prevent sexual harassment occurring in the course of employment

Such harassment is unwanted behaviour that violates someone's dignity or creates an offensive intimidating, hostile, degrading, or offensive environment. Third Party sexual harassment can happen in person or online, and involve verbal, physical, or non-physical actions it may include

- abusive calls,
- texts,

- social media posts,
- threats,
- discriminatory conduct
- stalking
- suggestive comments and jokes
- unwelcome touching
- sexual assault

Legally, harassment is behaviour occurring more than once that makes someone feel alarmed or distressed, even if it is a different action each time, and can but does not necessarily stem from assumptions about protected characteristics like race or gender.

Where a staff member makes an accusation of harassment, the school will investigate immediately and implement controls to ensure their protection for any reoccurrence. We will not hesitate to escalate to the relevant authorities, including the police, where we believe a member of school staff may have been the victim of a criminal offence under the Protection From Harassment Act 1997 or Equality Act 2010

All forms of harassment are defined by its impact on the recipient, not the perpetrator's intent.

Hire Charges From September 2026

All charges are subject to annual review taking into account prevailing inflation, support salary costs and energy charges. Additional key holder fees may apply.

The school seeks to provide opportunities for all pupils to access enrichment activities. Each club provider will be offered one free session each week (Principal Club*) in exchange for them holding available 1 free place for each ten paying participants in the Principal Club. Allocations of free places are to be made by recommendation of the Headteacher only, and placements requested for any of the providers weekly clubs in school. Providers are required to advise the school if they wish to take advantage of this opportunity.

This does not include Holiday Clubs or Wraparound Care.

Hire type	Community or Commercial Agreements for 6 or more weeks
Club lets between 8am and 1.15pm Term time only Providing Pupil enrichment	Principal Club* for each hirer subject to T&C **FOC** **£17.50** per session thereafter
Clubs directly after the school day Up to one hour in duration	Principal Club* for each hirer subject to T&C **FOC** **£20.00** hour thereafter
Evening and Weekend Lets Including Regular and ad hoc Children Parties etc.	**£37.00** for up to 2 hours **£20.00** hour thereafter
Holiday Club/Weekend day use One Hall, Toilets and Use of One Playground	**£110** 9am to 5pm or part thereof
Wrap Around Child Care New Hall, Toilets and Use of One Playground Breakfast & After School provision	**£50** per day
Use of Food Technology Room	Use of the facilities will be subject to specific agreement and will reflect additional cost energy and cleaning costs
SRSA Events fundraising events for the school	**FOC**

Additional in Year reviews

The school reserves the right to make ad hoc charges for unexpected use of utilities or school resources and to conduct interim reviews of rental fees to include: -

- Additional heating, electricity and water usage costs
- Increases in Living wage for supporting staff and cleaners

Where usage/increases are disproportionate to income gained from any let and adjustment in the letting tariff will be applied from the date of the review. This clause is part of all regular agreements.

Appendix One - School Expectations of Hirers

To be completed by hirer on commencement of the agreement and at the beginning of each subsequent academic year

Name of Hirer/Company_____

At Sussex Road Community Primary School, we have a responsibility to keep children safe whilst they are on the school premises. In order to remain in line with the most recent version of Keeping Children Safe in Education (KCSIE) we must ensure that external providers have the appropriate training and polices in place.

Below outlines our expectations to ensure all policies and procedures are in place to reduce the risk of harm for pupils.

Safeguarding and Child Protection procedures:
The school provides lettings to a range of external providers, and we expect all providers working with children to follow the most up to date version of KCSIE and safer working practices. All club providers must have up-to-date Child Protection Training. *The school will require up to date copies of Club's Child Protection training records*

External Providers are free to adopt the School's Child Protection Policy if they wish – a copy is available on the school's website. *Where external providers are using their own policy, we will require a copy of the document for our records.*

If a safeguarding concern arises during a session, then the external provider must ensure their policies and procedures are followed in the first instance. It is the club providers' responsibility to report concerns and to make referrals related to children attending their club. Please ensure that any concern is reported either to your Designated Safeguarding Lead (DSL) who will report to the school's DSL or directly to the School's DSL Team.

Sussex Road School's DSLs are Headteacher, Deputy Headteacher and the Assistant Headteacher. They can be contacted via the school office on 01732 352367 or the contact form on the School's website.

Please ensure parents sign your register upon collection of their child and/or when you handover a child to another childcare staff member. Failure to comply with these conditions of use, may lead to termination of this agreement as outlined in our current Child Protection & Safeguarding Policy

Attendance and Punctuality
Please ensure that the school office has a written notification of the dates in which the club will be provided each term. It is the provider's responsibility to inform all parents and to ensure any cancellations are communicated to the parents as well as to the school.

After school club providers must be available to greet the children from 3.15pm to ensure the children are safely handed over from their class teacher. A register must be taken in case of a fire. The school should be provided with most up-to-date register of children attending the club.

If a provider is running late, then the school must be notified as soon as possible if alternative arrangements cannot be made. If punctuality becomes an ongoing issue, then this will be reviewed by the school to decide whether the club will continue to run the following term.

After School Club Pick Up Arrangements
It is the responsibility of the club leader to ensure all children are handed safely over to their parent/carer at pick up. Please ensure all other children are collected from the main school gate and the register signed to show each child has been collected. No Child should be allowed go home with other parents or anyone else, without prior permission from the parent.

The club provider must have at least one emergency contact number for each child in case of non-collection.

Children attending Polkadots After School Club, must be physically handed over to their staff.

Confidentiality Photography and GDPR:
You will be expected to follow the School's Confidentiality Policy in all matters relating to the Club – this is available on the School's website.

Anyone working with children in our school should not use a mobile phone/iPad to play songs, record images or take photographs. Mobile phones should be switched to silent and should not be used in the presence of children.

If the club provider seeks to take photographs, then they must have a policy and permission form for parents' sign. The school take no responsibility for the use of/storage of/security of these photographs. The agreement from parents will only apply to individual children attending the club and no other children in the school. The provider and the parent should be happy that the safety of the child and regulations around safeguarding and GDPR are not compromised.

Emergencies:
Fire: In the event of a fire, staff and children will need to evacuate the building and go to the Fire Assembly Point. In the event of a lockdown, staff and children must follow the School's Lockdown procedures. Reminders of this procedure are detailed in all adult toilets on site.

Medical: The club provider must have a member of staff who holds a first aid qualification. The club provider is expected to deal with all accidents/incidents and have their own first aid resources. All accidents should be recorded e.g., on your own accident form, and a copy should be given to the parent and school at the end of the session.

The club provider must request families advise them of any medical concerns or allergies and ensure they are provided with suitable medication to treat any child needs, i.e., EPI Pens Asthma inhalers.

The club provider must have at least one contact number for each child in case of any emergency

Missing Child: Take a register at the start of each session, checking with the school where pupils are unexpectedly absent.

Club provider Risk Assessments:
The School will require a copy of you club's Risk Assessment covering club activities as well as your planned procedures in the event of:

- Missing child
- Fire
- Lockdown
- Accident requiring First Aid or Medical intervention

Behaviour management and expectations:
Sussex Road Community Primary School has high expectations of pupils' behaviour, and these expectations should continue at clubs that operate on our school premises.

Children should be clear about expectations for their behaviour from the club provider. It is the responsibility of the club provider and their staff to manage children's behaviour and to report any concerns to parents at the end of the session. It may be appropriate to withdraw the child's place from the club, if the child is not able to behave appropriately. If this happens, please ensure that the school is aware. You are advised to keep records of all incidents including any communication with parents.

Other
Please be aware although we value enrichment opportunities at Sussex Road School, we do not include administration and premises support for clubs as part of normal letting agreements. We are unable to guarantee which staff member are on site and available outside of school hours.

- The school is not able to photocopy or provide school resources as part of the agreement.
- We are not able to take on the care of uncollected children who have attended a club.
- The Club provider is required to leave rooms tidy/clean, club equipment removed, and furniture replaced ready for learning the next day.

Appendix Two - Letter Of Assurance

Provider name: ***Date:***
I confirm agreement to the conditions of this agreement. *And will provide the following*

- *Evidence of DBS checks to be recorded on the School's Single Central Record*
- *Copy of Safeguarding/Child Protection policy or Confirmation of having read and following the School's Policy. Name of Designated Safeguarding Lead (DSL) where applicable*
- *Evidence of safeguarding training for each instructor/staff member*
- *Copy of risk assessment*
- *Relevant, Current Public Liability Insurance Certificate*

Signature of provider:

To be completed on company headed paper, signed and returned to the school. Please keep a copy of this document for your reference.

Appendix Three

Generic Conditions of Use for a Lets

Use of School premises for a letting must be agreed in advance and confirmed in writing by both the user and the authorised representative of the school. The agreement will include the fee, appropriate VAT and any other charges payable. These are reviewed in advance of the second and succeeding years. It must be recognised that school use of the premises takes priority and that there may be occasions when arrangements have to be changed (where possible these will be advised at the time agreement is reached). Formal confirmation of bookings will be made termly when school requirements have been finalised.

If the user wishes to cancel a specific booking or set of bookings, five clear working days' notice must be given of the cancellation, in which case the school will charge a cancellation fee of a quarter the total fees due. If less than five days' notice is given, the whole of the fees may be charged by the school. When regular weekly/monthly bookings have been made, cancellation will result in a negotiated fee according to the opportunities available for re-letting the facility.

Standard rated VAT is payable on lettings of sports facilities unless the letting is to a school or club that meets with the ten sessions rule and more generally the VAT regulations in full, in which case the lettings will be exempt from VAT. Therefore, a refund for a cancellation may break the series and result in VAT being chargeable on all the lettings. Full details of the VAT regulations are available from the HMRC website in the Internal Guidance Manual for Land and Property section 18.

Child Protection is central to the school's operations, and we require all third-party users to confirm that they have read and understood our Children Protection Policy available on the School's website. All Child Protection concerns during the school day must be raised with the DSL Mrs Sarah Miles or one of her deputy DSLs. In the event of a potential Child Protection concern coming to light during the course of the let outside of school hours, the hirer or their agents will be expected to raise their concerns directly with the relevant agency. Tonbridge Social Service Duty Team telephone number is 01732 362442.

Damage or loss of any kind sustained to the premises, fixtures and/or fittings, furniture and/or other chattels therein arising out of or in connection with use of the school shall be made good at the expense of the user within one month by the school or, by agreement, by the user and to the satisfaction of the school.

The users are required to make arrangements for suitable insurance cover (currently a minimum of £5 million for each and every claim for public liability) with a reputable company in respect of claims which might be made against them by a third party for accidental injury including death or accidental loss, or damage to property arising out of, or in consequence of, the letting and to cover the school, and must produce proof of the policy before the letting is contracted.

Non-commercial users may have limited cover through the School's Risk Protection Arrangement provided by the DfE. This covers a school's legal liability to pay compensation for personal injury or property damage caused to third parties by hirers or lettings. However, the RPA **does not** insure the hirer's own activities, equipment, or liabilities.

The charge for a letting payable by the user may also include an amount to cover payment for standard opening and closing caretaking duties and may include additional duties if agreed prior to the letting. The user is expected to adhere strictly to the agreed times or, subject to a caretaker being available, be prepared to pay additional overtime.

It is the user's sole responsibility to control entry of all visitors at the external entrance allocated and to ensure that only those people known to them are allowed access to school premises. The entrance and any other external doors that are unlocked must be controlled by responsible adults at all times during the period of the letting. On completion of the letting a check must be carried out to ensure that all windows have been shut and secured, and all visitors have left the premises.

The user shall not cause or permit any nuisance or disturbance to other occupiers or users at the school or to occupiers of neighbouring properties.

The user should be aware of the appropriate action to be taken in the event of fire or any other emergency. They should know where extinguishers are located and how to use them, how to obtain assistance from the emergency services and the location of fire exits.

The Health and Safety at Work, etc., Act, 1974 (as amended) imposes duties not only on employers in respect of their employees but also on persons having control over places of work or places where plant or substances are used and on anyone who by virtue of a contract has an obligation in relation to such a place. The duties are to ensure as far is

reasonably practicable, that the facilities and means of access are safe and without risk to health. Users must comply with the school health and safety policy, a copy of which is available on request.

If agreement is given for the use of the school's Catering kitchen, KCC regulations must be observed.

All rubbish, empty containers, crates, etc. must be removed from the premises by the user immediately after the letting has taken place and before the caretaker locks up. Furniture and equipment must be left as found unless other arrangements have been agreed with the school's authorised representative or caretaker.

The use of materials for preparing floors for dances and the wearing of shoes likely to damage floors, especially in any hall and any gymnasium, is prohibited.

The premises shall not be used for any purpose other than that for which agreement has been granted nor shall any areas of, or furniture/equipment in, the school but not included in the letting agreement be used without express permission; in such cases an extra fee may be payable.

The user must have written permission from the school before arranging for alcoholic drinks to be consumed on the premises. Under The Licensing Act 2003 the users are responsible for Temporary Event Notices (TENs) to the district/borough council and local police. Alcoholic drink may not be brought onto the premises while students are present and are to be cleared from the premises when the event ends.

No public performance of a play, cinematography exhibition, public dancing, singing, music or other public entertainment of the like shall be performed in or close to the premises unless any necessary licence for the same shall first have been obtained from the appropriate authority and all necessary measures taken to fulfil the conditions of the licence. It may be that KCC blanket PRS (Performing rights Society) or PPL (Phonographic Performance Ltd) Licences will cover some situations, but this aspect must be cleared in advance with the school. Temporary Event Notices (TENs) are required not only for any sale/supply of alcohol, but also for regulated entertainment (e.g., live and recorded music and performance of dance) and late-night refreshments.

Vehicles should not be allowed on the playing fields and no parking which restricts the caretakers' or emergency services access will be permitted. Consideration of separating vehicles and pedestrians on site should be considered where the activity poses additional risk. Parking on the roadway where double yellow lines are displayed is not permitted. Control of parking is the responsibility of the user. No responsibility can be taken by the school for any damage to vehicles sustained whilst in the school grounds.

No landlord and tenant relationship shall be created. No rights to continued or long-term use of the school shall be assumed beyond the term of the initial agreement. The school reserves the right to terminate with immediate effect any agreement where the hirer fails to meet the conditions of an agreement.