



POLICY: Lettings Policy

STATUTORY: No

DATE AGREED: June 2026

REVIEW DATE: June 2027

RESPONSIBLE MEMBER OF STAFF: R French

GOVERNOR COMMITTEE: Finance, Audit and Premises

SIGNED HEADTEACHER: J Holmes

SIGNED CHAIR OF GOVERNORS: M Clayton

1. Introduction, aims and scope

John Masefield High School is committed to making the best use of their premises and facilities, and aim to make these available for use to support community or commercial organisations.

We aim to:

- Hire out the facilities in a way that is safe, following government guidelines and the school's risk assessment(s)
- Charge for the use of the premises to cover the cost of hire, and where appropriate, raise additional funds for the school

In consideration of external lettings, the school will always prioritise the needs of students over lettings opportunities. To make a booking enquiry please complete the hire request form in appendix 2 of this policy.

2. Areas available for hire

The areas for hire include, but are not limited to:

Area	Capacity	Cost
JMSport		
Sports hall (whole hall) *	Capacity of room/space is based upon use and risk assessment for the activity	£47.25 per hour
Sports hall (half hall) *		£26.25 per hour
Badminton court		£12.60 per hour
Squash court		£11.55 per 40 minutes
Astroturf pitch (whole pitch without floodlights)*		£55 per hour
Astroturf pitch (half pitch without floodlights)*		£40 per hour
Astroturf pitch (whole pitch with floodlights)*		£65 per hour
Astroturf pitch (half pitch with floodlights)*		£50 per hour
Masefield Arts Centre		
Auditorium	Capacity of room/space is based upon use and risk assessment for the activity	£30 per session**
Auditorium (performance space – 224 seats)*		From £350 per session
Auditorium (performance space with technician)*		From £450 per session
Stage (with Harlequin Dance floor and floor to ceiling mirrors)		£30 per session
Small Drama studio		£30 per session
General		
Classroom		£30 per session**

* Additional cost may be incurred dependent on set-up required – POA

** A session is morning, afternoon or evening

3. Charging

The rates for hiring out different areas of the school are listed in the section above. The school may decide that certain organisations or activities can use the premises at a reduced rate, at the discretion of the School Business Manager if it supports the core aims of the school. As a minimum, the school will include the following within the cost:

- Services including heating, lighting and water
- Staffing
- Administration
- Use of school equipment

The school will review these rates on an annual basis.

4. Cancellations

The school reserves the right to cancel any agreed hiring with a minimum of 4 weeks notice with a full refund being provided. However, before cancellation is considered, alternative provision will be sought as a preferred alternative. 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 revenue arising out of the cancellation of any letting.

The hirer can cancel any letting with a minimum of 4 weeks notice. If less notice is given, the hirer shall not be entitled to a refund.

5. Safeguarding arrangements

The school is dedicated to ensuring the safeguarding of children at all times. It is a requirement of hire that hirers abide by the school's requirement in terms of safeguarding. Any failure from the hirer in this respect will result in the hire being terminated.

The school adheres to Keeping Children Safe in Education (KCSIE) as part of our commitment to education and the young people in our community. In hiring out the school facilities/premises, we must ensure that appropriate arrangements are in place to keep children safe. We will therefore seek assurance that the hiring body concerned has appropriate safeguarding and child protection policies and procedures in place (including inspecting these as needed), and ensure that there are arrangements in place to liaise with the school on these matters where appropriate.

Appendix A provides a checklist for school use when checking the safeguarding arrangements of a hirer. The checklist will also form part of the Conditions for Hire agreement. Appropriate arrangements, consistent with the school must be in place to keep children safe. Please see a copy of the school's safeguarding policy, available from the policies section of the school website www.jmhs.hereford.sch.uk/.

To fulfil your safeguarding responsibilities if any children under the age of 18 are attending your hire, you will be required to:

- i. Have appropriate safeguarding policies in place**, including safeguarding and child protection, and provide copies of these policies. These should be robust enough to stand up to scrutiny in line with the expectations of the school.
- ii. There should be a named designated person ie a safeguarding lead for child protection and safeguarding concerns**

iii. Provide evidence that robust practices are in place for staff (and volunteers) to meet safer recruitment guidance. This will include, but is not limited to confirmation of the following checks - adequate DBS checks at the appropriate level

iv. Confirm that should any safeguarding concerns present themselves during the hire of the school premises, they shall contact the Designated Safeguarding Lead,
safeguarding@jmhs.hereford.sch.uk

v. Understand 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, that we will follow our usual safeguarding procedures and inform the local authority designated officer (LADO)

vi. Be aware that this guidance will apply to some hirers: After school clubs, community activities and tuition safeguarding guidance for providers
https://assets.publishing.service.gov.uk/media/6986066acfe7ccf77efbc75b/After-school_clubs_community_activities_and_tuition_-_Safeguarding_guidance_for_providers.pdf

vii. For all Theatrical events involving children, all necessary supervision during performances or show-condition rehearsals must be adhered to. This includes having the correct ratio of licenced Chaperones available and on-duty for your event. JMHS will ask for proof of your Child Performance Licences for each child performing, or to view a copy of your exemption through Body of Persons Approval (BOPA). Further guidance can be found here:

<https://www.herefordshire.gov.uk/directories/licences-and-permissions/child-performance-licence/>

6. Administration/application process

Those wishing to hire the premises should fill out a hire request form which can be found in appendix 2 of this policy, and read the terms and conditions of hire set out in the lettings agreement.

The hirer should fill out a hire request form and submit it to admin@jmhs.hereford.sch.uk Approval of the request will be determined by the manager of JMSport for all sports centre requests, and by the school business manager for all Theatrical bookings and other room requests.

If the request is approved, we will contact the hirer with an initial quote, relevant documentation required and arrangements for the hire. We will also send on details of emergency evacuation procedures and any relevant health and safety documentation.

We reserve the right to decline any applications at our absolute discretion, in particular where the organisation does not uphold the values of the school or reputational damage may occur.

7. Insurance

A hirer must ensure it has its own public liability insurance with a reputable insurer approved by the school. A copy of the relevant insurance certificate must be provided by the school prior to the commencement of the letting and approved by the school business manager.

8. Damage to the School Building or Property

- The school Site Manager or nominated representative (eg JMSport Duty Supervisor) will inspect the building and school property as part of their duties at the end of the hire period

- The hirer is responsible for insuring their own staff and equipment and shall reimburse the school for any damage caused during the period of the hire. Any damage must be reported to the Site Manager and School Business Manager
- The School Business Manager or nominated representative will estimate the costs of any damage and inform the organisation/individual as soon as possible
- Advice will be sought from legal services if necessary
- An invoice for the damages will be raised and sent as soon as accurate costs can be obtained
- The school will **not** accept responsibility for any loss or damage to any property owned by any person using the premises during the hire period. Property shall be brought onto the premises at the sole risk of the owner

Lettings Agreement: Terms and conditions of general 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.

For the purposes of this document, John Masefield High School will be known as “the school” and the group making the booking will be known as “the hirer”

1. Equal opportunities

- a. The premises shall be available to all members of the community, regardless of race, colour, nationality, gender, religion, marital status or disability
- b. **Please note**, due to the layout of the site, certain areas are inaccessible for wheelchairs or for people with mobility impairments. Please advise us of any special access requirements before you confirm your booking

2. Applying to use the school premises/facilities

- a. The school retain the right to refuse any application for use of the premises without explanation or right to appeal
- b. The school has the right to immediately terminate any agreement relating to the hire of the school if it is considered that the agreement has been broken by the hirer. Such termination will not release the hirer from any financial obligations

3. Safeguarding and Child Protection

- a. Each hirer who has under 18's in their care must provide the school with a copy of their safeguarding and child protection policies and procedures
- b. The school must be satisfied that the hirer has appropriate safeguarding and child protection policies and procedures in place as outlined in section 5 above
- c. The school will follow its own safeguarding policies if an incident is reported to the school and is related to a hirer
- d. The hirer can liaise with the school's Designated Safeguarding Lead, as appropriate – safeguarding@jmhs.hereford.sch.uk
- e. The hirer or member of the public can:
 - i. Report a child in immediate danger to the police, calling 999
 - ii. Report a concern for a child to the Multi Agency Safeguarding Hub (MASH) on 01432 260800 available 8.45am to 5.15pm Monday to Thursday, and 8.45 to 4.45pm Fridays, or call out of these hours 01905 768020
 - iii. Seek additional support through:
Childline 0800 1111
NSPCC 0808 800 5000
Samaritans 116 123
Police non-emergency 101

4. License and use of premises:

- a. Subject to section 4 above, the school grants the hirer a right for the hire period to enter and use the premises for the intended use in accordance with the terms of this agreement. The hirer acknowledges that:

- i. The hirer shall have the right to enter and use the premises as a licensee only and no relationship of a landlord and tenant is created between the school and the hirer by this agreement
 - ii. The school retains control, possession and management of the premises and the hirer has no right to exclude the school from the premises. The school retains the right to enter the premises at all times during the hire period
- b. The hirer agrees and undertakes:
 - i. Not to use the facilities other than for the intended use
 - ii. Not to do or permit to be done anything on the premises which is illegal or which may be or become a nuisance, inconvenience or disturbance to the school or any other hirers of the school, or any owner or occupier of its neighbouring property
 - iii. To comply (and ensure that its staff and agents comply) with the terms of this agreement and any other instructions and notices from the school, including all the school's policies and procedures as may be notified to the hirer from time to time, and any reasonable efforts to ensure that any guests or other persons at the intended use comply
 - iv. Not to cause or permit to be caused any damage to the premises, including any furnishings, equipment or fixtures at the premises
 - v. Not to smoke or permit smoking (including e-cigarettes) anywhere in the premises
 - vi. To obtain prior permission from the school before displaying any advertisement, signage, banners, posters or such notices at the premises
 - vii. Not to use the school's name or logos without the school's prior written consent, except as necessary for inviting and directing guests to the school, and not to hold themselves out as a representative of the school
 - viii. Not to alter, move or interfere with any lighting, heating, power, cabling or other electrical fittings or appliances at the premises, or install or use additional heating, power, cabling or other electronic appliances without the prior written consent of the school
 - ix. To 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
- c. 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
- d. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or similar emergency
- e. The hirer will acquire all appropriate additional licenses for any activities they are running, including those required for any third part intellectual property
- f. The hirer shall comply with all applicable laws and regulations relating to the use of its premises
- g. The hirer is responsible for carrying out any necessary risk assessments relating to the activities it is running
- h. Car parking facilities are available for guests, but cars may not be left at the premises overnight. Cars are left at owners' risk
- i. 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 agreement

5. Liability

- a. The hirer must take out its own public liability insurance with a reputable insurer approved by the school, and where requested, shall provide a copy of the relevant insurance certificate before the start of the license
- b. The hirer shall indemnify and keep indemnified the school from and against:
 - i. Any damage to the premises or school equipment
 - ii. Any claim by any third party against the school
 - iii. 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 license or any act or omission of the hirer or any person allowed by the hirer to enter the premises
- c. Save that nothing in the license 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 by the hirer under the license

6. Charging and Payment

- a. The school will issue an invoice for the charges following the hire or monthly for regular bookings
- b. Payment should be sent directly to the school's bank account as detailed on the invoice
- c. The credit terms operated by the school are 7 days
- d. Queries relating to invoices should be made in writing within 5 working days of receipt of your invoice
- e. If the invoice payment has not been made in accordance with the school's 7 days credit terms, the school will immediately look to suspend or cancel all further bookings. Hirers will not be allowed to use the school's facilities until all balances have been cleared
- f. The school reserves the right to seek legal advice/action to recover unpaid invoices for services the school has provided to a hirer

7. Cancellation

- a. From time to time, school events may result in the cancellation of your booking. An alternative venue will be offered where possible. Whenever possible, the school will inform the hirer at the point of booking that the venue is not available on certain dates. Alternatively, the school will provide a minimum of 4 weeks of any cancellations.
- b. The hirer must provide at least 4 weeks notice of cancellation to avoid charges
- c. The school reserves the right to cancel at short notice due to an emergency repair, situation or extreme weather
- d. 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 revenue arising out of the cancellation of any letting.

Signed by _____

Date _____

Rebecca French
School Business Manager

For and on behalf of John Masefield High School and sixth Form Centre

Signed by _____

Date _____

Name _____

Authorised representative
For and on behalf of hirer

Appendix 1: Safeguarding checklist

Requirement	Evidence Required	Completed	Notes
Safeguarding policy	Copy of the hirer's safeguarding/child protection policy, reviewed and approved by the school's DSL		
Named safeguarding lead	Name and contact details of the hirer's DSL or safeguarding lead		
DBS checks	Confirmation that all staff/volunteers in regulated activity have enhanced DBS checks with barred list. Evidence could be: DBS numbers and date of issue; signed assurance from the organisation		
Staff training	Confirmation that all hirer staff have completed safeguarding and child protection training in the last 12 months		
Insurance	Public liability insurance certificate (minimum £5m cover)		

Requirement	Evidence Required	Completed	Notes
Using after-school clubs, tuition and community activities document	Confirmation that this has been read and understood https://www.gov.uk/government/publications/guidance-for-parents-and-carers-on-safeguarding-children-in-out-of-school-settings/using-after-school-clubs-tuition-and-community-activities		
First Aid provision	Confirmation of first aid trained staff and first aid kit availability		
Suitability of activity	Activity reviewed for appropriateness of age, content and safety		
Activity risk assessment	On request, written risk assessment covering safeguarding, supervision ratios, emergency procedures		

Appendix 2: Hire request form

Contact details		
Name of applicant/organisation		
Applicant contact details	Email address	
	Phone number	
Preferred method of contact		
Purpose/activity of your organisation		
Booking information		
Intended use (ie reason for letting)		
Part of the premises requesting to be hired		
Date and time of first hire		
Is this a recurring request or a one off? If recurring, indicate the frequency and number of occurrences (eg weekly, 10 weeks)		
Number of expected participants in the activity		
Will the activity include children under the age of 18?	Yes/No (please delete as relevant)	
If yes to the question above, please include details of the number and age of children attending and supervision details		

Are you operating independently of the school?	Yes/No (please delete as appropriate)
Additional equipment or other requirements (room set-up, IT requirements, technician requirement (for theatre bookings)	
Additional equipment you will be providing yourself	
Please provide confirmation and details of safeguarding and child protection arrangements you have in place	
Further information	
Name of Hirer:	
Signed:	
Date:	
Please return this form to admin@jmhs.hereford.sch.uk. We will be in touch to inform you if your request has been successful and if so, full cost and documents that will need to be shared	