We are an ambitious and inclusive Trust of schools
strengthening communities through excellent education.

Lettings Policy

Responsibility for approval: Business Directors
Date of approval: February 2026
Next review: January to March 2029

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1.0 Policy Statement

1.1 The Ted Wragg Multi Academy Trust's mission is to transform lives, strengthen communities and make the world a better place. Lettings and community engagement are important to the Trust and its schools. By letting our premises, we intend to:

- maximise the use of schools for the benefit of communities (health, social inclusion and enjoyment)
- ensure that the educational use of the building is prioritised without prohibiting other users
- provide cost-effective access. Profit margins will be welcome when derived from private or commercial usage but is not the objective when facilitating educational activity. All charges must at least cover cost
- enhance the work of our schools, by building relationships, and widening networks with a range of organisations placing schools at the heart of their communities

1.2 This policy aims to clarify the procedure for schools who manage their own lettings of buildings and grounds so that all agreements are entered into with both parties knowing what they can expect and how to address any issues that might arise.

1.3 The school is aware that it has resources that are of great value to the wider community and to local community groups and sports clubs, etc. While the school will aim to support these groups and clubs wherever possible, it will ensure that the letting of facilities will at no time compromise or interfere with the core activities of the school in providing a high-quality education to its pupils.

2.0 Legal Framework

2.1 This Policy will be published on the school website and will be included in the Trust's Policy Monitoring Schedule.

3.0 Responsibilities

3.1 The headteacher is accountable for:

- reviewing and managing the school's lettings policy, and for promoting and exploring the expansion of the school's lettings options

3.2 reviewing prices annually and consider any annual benchmarking provided by Fusion Lettings Prices should reflect the type of letting, cost and local market factors

3.3 The school will nominate or outsource a lettings coordinator / administrator who is responsible for maintaining records of bookings (including the completion of booking agreements) and for identifying the sums due from each organisation in accordance with standard pricing.

4.0 Administration of bookings

4.1 When an approach is made about a letting, the school lettings process is followed.

4.2 Prior to sending the forms for completion, the lettings coordinator / administrator will consult the head or responsible member of leadership team regarding the appropriateness of the letting and once agreed, check that the building / grounds are not already in use.

4.3 The process will require completion of the hire agreement and terms and conditions of hire as a minimum (see Appendix 1), in conjunction with the school booking system / process

4.4 Where lettings involve children participating under the age of 18, safeguarding arrangements will be followed and enhanced DBS detail seen and recorded in the SCR by the letting's administrator (see Safeguarding section below and within the terms and conditions of hire)

4.5 The school has priority use of the property to cover day to day teaching and curriculum needs

4.6 The school will always seek to at least cover its costs unless it is a direct beneficiary of a fund-raising activity

4.7 The school will seek to treat hirers fairly

4.8 Hirers will be expected to respect school property and honour all school and legal regulations which may be in force at any time

4.9 The person signing the hire agreement and terms and conditions of hire is responsible for all aspects of the letting

4.10 The school will only allow hiring of the premises for purposes considered appropriate and suitable. The Director of Education will be consulted in cases of uncertainty

5.0 Definition of a Letting

5.1 A letting is defined as any use of the school buildings or grounds by either a community group or a commercial organisation, usually taking place in the evenings, at weekends or during school holidays. Activities which fall within the corporate life of the school, such as extra-curricular activities for pupils organised by school staff, are not considered lettings.

6.0 Category of Letting

6.1 There are three categories of user who should be prioritised in this order.

- Educational (of direct benefit to the school)/statutory user[1]
- Community/voluntary user (education and training, fund-raising, playschemes, not-for-profit)
- Commercial/private user

6.2 The category will be decided by the Head Teacher in consultation with School lettings lead /Finance, where appropriate.

7.0 Priority for Lettings

7.1 The Trust considers that lettings of direct benefit to the school and lettings that benefit the local community should be prioritised over commercial and private lets.

8.0 Inappropriate Lettings

8.1 This school retains the right to reject applications for lettings from individuals or groups whose activities, values or beliefs are considered to be incompatible with the ethos of the school and Trust and do not align with the Ted Wragg Charter.

8.2 The Trust is committed to following the Equality Act 2010 and therefore may, at its absolute discretion, refuse bookings from any organisations whose aims, objectives and/or practices are not consistent with the Equality Act 2010, including the public sector equality duty. In the event that The Trust/school is of such opinion, The Trust/school shall inform the Hirer that such opinion has been formed and that therefore the Hirer will not be permitted to hire the Venue in which case:

8.2.1 the Hirer may, within seven days after receiving notification of the decision to refuse the booking, make written representations to The Trust/School regarding the decision; and

8.2.2 if such written representation is made, The Trust/School will take due account of such written representation and inform the Hirer as soon as reasonably practicable

[1] Usage laid down by statute must be accommodated – e.g. use of the school as a polling station. It is the decision of the headteacher whether to close the school for operational/security reasons. A Risk Assessment will be required. Candidates at parliamentary or local elections are also entitled to use facilities (at times that do not conflict with educational purposes, and between notice of the election and the day preceding the day of the election). Charges must cover cost only.

whether The Trust/School has changed or maintained its decision to refuse the booking.

9.0 Documentation

9.1 All formal hiring of the school premises, including those for which no charge is made, shall be appropriately documented. All hirers must complete a booking agreement and are to receive a copy of the 'Terms and Conditions of Hire'. The booking agreement is a contract which the school may enforce by law.

10.0 Terms and Conditions of Hire

10.1 The conditions under which the school premises can be used by the hirer are contained in the Terms and Conditions of Hire Agreement (See Appendix 1).

11.0 Scale of Charges

11.1 The hire charge will be set annually for each category of letting and will review the categories of lettings. Certain lettings for local community or charity use may be subject to no fee or a nominal fee covering costs only.

11.2 On no account will general annual grant intended for the support of our pupils and the delivery of the curriculum be used to supplement lettings.

12.0 Value Added Tax

12.1 The school is constrained by law to apply value added tax to all transactions where this is appropriate. The advice of the Shared Services Finance Lead should be sought.

13.0 Complaints Procedures

13.1 The relevant complaints policy will be followed for any complaints raised regarding lettings which can be found on the school/Fusion website.

14.0 Health and Safety

14.1 The school is responsible for ensuring that the means of access or egress are safe for the use of the hirer and that the plant or equipment used by the hirer is safe. If the hirer discovers a hazard, they should act to ensure the site supervisor on duty aware of it. Hirers will be issued with an external lettings emergency procedure which will include a set of instructions in case of an emergency. It will also require hirers to acquaint themselves with the safety procedures in the school and to co-operate with them.

14.2 Hirers have a responsibility to ensure that all their activities are safe and are responsible for the behaviour of people during the let, including ensuring the safety of people from violence or any avoidable harm.

14.3 Hirers must have in place, and provide upon request, written risk assessments for activities being undertaken

14.4 Hirers must be responsible for maintenance of all equipment they bring onto the school site

14.5 Electrical items are not to be brought on site, unless agreed with the school and suitable PAT testing certificates and risk assessments have been provided by the hirer

14.6 Hirers should familiarise people using the premises with fire and health and safety arrangements.

14.7 Hirers are responsible for first aid requirements of their participants and are responsible for providing the necessary equipment and staff to attend to these incidents

14.8 Any accidents or near miss incidents should be reported to the school as soon as possible and an accident investigation will take place if appropriate

15.0 Insurance

15.1 Hirers will be asked to arrange suitable insurance for their activities to cover any damage to the premises, furniture or fittings and to indemnify the school against all actions relating to personal loss, damage or injury.

15.2 Copies of liability insurance will be required on booking and annually on the anniversary of expiry thereafter

16.0 Damage

16.1 The hirer will be liable for the full cost of repair or replacement of any fixtures or fittings that become unserviceable or unsuitable for use through damage caused by any person running or attending the hired function.

17.0 Cancellations

17.1 The full fee will be payable if the booking is cancelled by the hirer less than seven days before event.

17.2 The school reserves the right to cancel any booking, whether confirmed or not, without prior notice.

18.0 Equal Opportunities

18.1 The school premises or facilities should not be let to any group or organisation that does not subscribe to the school's policy on equal opportunities.

19.0 Safeguarding

19.1 All hirers involving groups with children under the age of 18 must provide:

- evidence of an Enhanced DBS,
- details of the Designated Safeguarding Lead,
- safeguarding arrangements and risk assessments pertaining to the activities with ratios and escalation process

19.2 For activities run by external agencies for children, such as after school clubs for instance, the School will confirm:

- whether the organisation is registered with OfSTED
- whether the organisation has a child protection policy
- the names of the leader and regularly attending adults
- whether appropriate disclosure and barring checks have been completed.

19.3 The letting agreement will specify that the hirer undertakes to ensure suitable arrangements are in place regarding safeguarding children and child protection and that the school can request to see copies of processes and policies pertaining to safeguarding at any time

19.4 The school reserves the right to terminate any lettings agreement with immediate effect if the user does not have these in place.

20.0 Linked Policies

- Health and Safety
- Equal Opportunities

21.0 Policy Review

21.1 This policy will be reviewed every three years

Appendix 1 – Hire Agreement with Terms and Conditions of Hire

Lettings Hire Agreement (for completion by school)

Part 1 – Hire Details

Hirer:	The person or organisation identified as the client in the "Bookings" section of the Website.
The school:	The school where the Venue is situated.
Venue:	The area referred to under the heading "Space" in the "Bookings" section of the booking form.
Site:	The school where the Venue is situated.
Date of Hire:	The date under the heading "Date" in the "Bookings" section of the Website.
Period of Hire:	In respect of each entry in the "Bookings" section of the Website, the time as set out in the headings "Start Time" and "End Time".
Hirer's Representative:	The person or persons notified by the Hirer to the school in writing as the Hirer's nominated representative.
Hirer's Attendees:	All users of the Venue expressly or impliedly invited to the Venue by the Hirer or under the control or direction of the Hirer and all staff or agents of the Hirer.
Charge	The cost of the hire of the Venue for the Required Period as set out under the heading "Gross Cost" in the "Bookings" section of the Website.
Website:	The Website operated by the school which the Hirer has used to book the Venue.

Part 2 – Contract Terms

1. The agreement between the Hirer and the school permitting the Hirer to use the Venue for the Period of Hire is made up of:

   a) the Hire Details.

   b) the Contract Terms.

   c) the Terms and Conditions.

   d) the Conditions and Guidelines.

2. The agreement is entered into on the date that the school confirms the booking following a request made by the Hirer by either:

   a) submitting a booking request using the website; or

   b) making a booking request via School email for lettings

A booking will only be considered as confirmed once an automated confirmation email has been sent by the school to the Hirer using the contact details provided by the Hirer. Any acceptance may be subject to the Hirer submitting to the school risk assessments, proof of NGB affiliation, Licenses & Safeguarding policies. The school will confirm if any such additional submission is required.

3. The school may alter the Contract Terms, Terms and Conditions and/or Conditions and Guidelines at any time and such alterations, amendments or additions will be effective upon the giving of seven days' prior notice by the school to the Hirer.

4. Any breach of this agreement by the Hirer or any Hirer's Attendees shall entitle the school to terminate the agreement and the school shall be entitled to recover any losses suffered by the school as a result of the breach of the agreement.

Part 3 - Terms and Conditions

1. Use of the Venue and Payments

1.1 The school shall, subject to the provisions of this agreement, use reasonable endeavours to make the Venue available for use by the Hirer on the Date of Hire for the Period of Hire provided that The school shall have no liability to the Hirer where the Venue is not available for use by the Hirer at the time booked due to circumstances beyond the control of The school (including, without limitation, staff absences, adverse weather, elections, civic or public meetings, exams, power cuts or other events of force majeure).

1.2 In the event of any Hirer or Hirer's Attendees seriously or persistently abusing the facilities or staff (including, without limitation, smoking on site, wearing incorrect footwear or using the grounds as a toilet), The school shall be entitled to suspend the Hirer's use of the Venue immediately.

1.3 Booking requests are made via a School Email address or other means of communication as agreed and:

a) the Charge must be paid immediately following the booking confirmation;

b) failure to pay the Charge immediately may result in the school cancelling the booking or the Hirer being unable to hire school facilities in the future;

c) all amounts payable by the Hirer exclude amounts in respect of value added tax (VAT), which the Hirer shall additionally be liable to pay to the school at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice;

d) if the Hirer fails to make any payment due to the school under this agreement by the due date for payment, then, without limiting the school other remedies, the Hirer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

e) all amounts due under this agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

1.4 The Hirer agrees and acknowledges that the school does not, either expressly or by implication, warrant the premises to be fit or suitable for any sporting or recreational purpose for which the Hirer intends to use them and the Hirer shall rely entirely on their own skill, knowledge and expertise in choosing to use the Venue.

1.5 The Hirer shall discontinue any use of the Venue immediately upon it becoming reasonably foreseeable that:

a) the Venue is not suitable for the use for which the Hirer has booked the Venue; and/or

b) a participant in or spectator of any activity or any other person is in danger of suffering injury, loss or damage.

1.6 The Hirer's access to the Venue is only permitted during Period of Hire on the Date of Hire.

1.7 The Hirer agrees and confirmed that the Period of Hire includes the time for setting up and packing away.

1.8 The Hirer or the Hirer's Representative must be present before any activity can commence and shall accompany all Hirer's Attendees offsite at the end of the Period of Hire.

1.9 Any equipment agreed by the school for the Hirer to use must be returned after the Period of Hire to the storage area. Failure to comply with this requirement will result is the Hirer being liable to pay to the school a caretaking / staff attendance fee of £10.00.

1.10 The Hirer shall not at any time and shall not permit any Hirer's Attendee at any time to disrupt the use of the Site by any other person or organisation or to cause any nuisance or annoyance to other users of the Site.

1.11 Where the Hirer or any of the Hirer's Attendees breaches any of the terms of the agreement, the school has the right to require the Hirer and all Hirer's Attendees to leave the Site immediately.

1.12 Any cancellation by the Hirer of any booking must be made to the school with at least 7 days' prior notice. If the Hirer fails to notify the school of a cancellation in accordance with this timescale the Hirer will remain liable to pay the Charge as if the booking had proceeded.

1.13 The school reserves the right to increase the charges for hire at any time on the giving of one calendar months' notice to the Hirer.

1.14 When using an All-Weather Pitch, the Hirer shall ensure all players are familiar with and comply with the footwear requirements which include, without limitation, that no blades are permitted to be worn. Breach of this condition will result in the booking being terminated immediately and the Hirer and all Hirer's Attendees being required to leave the Site.

1.15 The Hirer agrees and undertakes to leave the Venue in a clean and tidy condition and to remove any Hirer's decorations, displays and any other Hirer equipment from the Venue at the end of the Period of Hire.

1.16 The Hirer agrees and undertakes:

a) not to do or permit to be done anything on the Venue which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the school or to any other customers of the school, or any owner or occupier of the Site or any neighbouring property;

b) to permit the school to search all containers, bags, boxes and equipment coming into or leaving the Venue, including those brought onto the Venue by the Hirer's Attendees;

c) not to cause or permit to be caused any damage to the Venue, including any furnishings, equipment or fixtures at the Venue;

d) not to smoke or permit smoking (including e-cigarettes) anywhere in the Venue;

e) not to fix any bolts, nails, tacks, screws, adhesives, tape or other such fixing devices to the walls or fabric of the Venue;

f) not to display any advertisement, signboards, flag, banner, placard, poster, signs or notices at the Venue without the prior written consent of the school;

g) not to alter, move or interfere with any lighting, heating, power, cabling or other electrical fittings or appliances at the Venue, or install or use additional heating, power, cabling or other electronic fittings or appliances without the prior written consent of the school;

1.17 The school may, at its absolute discretion, make car parking facilities available for the Hirer's Attendees at the Site but where car parking facilities are made available any cars or other vehicles are parked at the risk of the owner and must be removed from the Site prior to the end of the Period of Hire. The Hirer will procure that entrance roads are kept free of traffic to allow vehicles to pass in an emergency.

2. Liability

2.1 The school has obtained insurance cover in respect of its own legal liability for individual claims not exceeding £2,000,000 per claim. The limits and exclusions in this clause reflect the insurance cover the school has been able to arrange and the Hirer is responsible for making its own arrangements for the insurance of any excess loss. It is recommended that the Hirer obtains insurance cover in respect of all risks which may be incurred by the Hirer, arising out of the hire of the Venue.

2.2 The restrictions on liability in this clause 2 apply to every liability arising in connection with this agreement including liability in contract, tort (including negligence), misrepresentation, restitution, deliberate fault or otherwise.

2.3 Nothing in this agreement limits any liability which cannot legally be limited, including (without limitation) liability for:

(a) death or personal injury caused by negligence; and

(b) fraud or fraudulent misrepresentation.

2.4 Subject to clause 2.3, The school shall not be liable for:

(a) the death of, or injury to, the Hirer or that of the Hirer's Attendees or any other guests or invitees to the Venue; or

(b) damage or theft of any property of the Hirer or that of the Hirer's Attendees or other guests of invitees to the Venue.

2.5 Subject to clause 2.3 and clause 3.4, this clause 2.6 specifies the types of losses that are excluded: excluded specified types of loss.

(a) loss of profits;

(b) loss of sales or business;

(c) loss of agreements or contracts;

(d) loss of anticipated savings;

(e) loss of use or corruption of software, data or information;

(f) loss of or damage to goodwill; and

(g) indirect or consequential loss.

2.6 Unless the Hirer notifies the school that it intends to make a claim in connection with this agreement within the notice period, the school shall have no liability for that claim. The notice period for a claim shall start on the day on which the Hirer became, or ought reasonably to have become, aware of the incident giving rise to

the claim having and shall expire three months from that date. The notice must be in writing and must identify the incident and the grounds for the claim in reasonable detail.

3. Accident Reporting

3.1 All major injuries and accidents sustained on site (where additional medical assistance is required) should immediately be reported to the school. Following the report of any accident, the Hirer will complete an accident form as soon as possible.

4. Specific Conditions

4.1 Notwithstanding any other provision of this agreement, the Hirer shall procure that the Hirer's use of the Venue and the presence on the Site of the Hirer and/or the Hirer's Attendees will not interfere with the provision of education by or the delivery of the curriculum by or the statutory obligations of the school.

4.2 Any staff, contractors or consultants employed or used by the Hirer must be over 16 and the Hirer must procure full compliance with all employer obligations in relation to such staff, contractors or consultants. This includes an enhanced DBS check and evidence provided to the school.

4.3 The Hirer shall familiarise themselves with notices relating to health, safety and fire precautions displayed relevant to the school.

4.4 No portable electrical equipment shall be used at the Site by the Hirer unless it has undergone testing and certification for electrical safety by a competent person, in accord with the Electricity at Work Regulations 1989. (Such tests should be carried out annually or in the case of heavily used equipment more frequently). The school reserves the right to inspect the documents at any time.

4.5 All Hirers (save in relation to a Hirer which is a company or other corporate body) must be aged 18 or over.

4.6 The Trust and our schools are committed to following the Equality Act 2010 and therefore may, at its absolute discretion, refuse bookings from any organisations whose aims, objectives and/or practices are not consistent with the Equality Act 2010, including the public sector equality duty. In the event that the school is of such opinion, they shall inform the Hirer that such opinion has been formed and that therefore the Hirer will not be permitted to hire the Venue in which case:

4.6.1 the Hirer may, within seven days after receiving notification of the decision to refuse the booking, make written representations to the school regarding the decision; and

4.6.2 if such written representation is made, the trust will take due account of such written representation and inform the Hirer as soon as reasonably practicable whether the school has changed or maintained its decision to refuse the booking."

4.7 Hire of the Venue shall be deemed to include the use of tables and chairs only and does not include the use of other/sporting equipment and materials unless by prior arrangement with the school and at additional cost.

4.8 Policy on use of and charges for equipment is determined by the school at its absolute discretion. Where use is sought of specialist equipment or fittings a suitable qualified person must be available to supervise such use and no such equipment or fittings must be removed or adjusted without previous approval of the school

4.9 No equipment is to be brought onto the Site without prior written permission of the school.

4.10 Where the Hirer wishes to bring and/or erect their own or outside equipment onto the Site they must request permission giving at least 7 days' prior notice in writing of their request and detailing the equipment, such permission to be granted or refused at the absolute discretion of the school and either with or without conditions attached to any permissions given. Where the hiring is a repeat hiring the request for permission must be granted prior to the first date and specify all subsequent dates. Any such outside equipment is to be erected and dismantled promptly by the Hirer. The school staff are not to be used in erecting and dismantling of outside equipment.

4.11 The Hirer shall make all the necessary arrangements for the acceptance at the Site as well as the removal of any property, scenery or other articles which may be required for the Hirer's own purposes

4.12 Where permission is granted by the school to bring outside equipment onto the Site, the Hirer agrees to indemnify and keep the school indemnified against all liability for the equipment and any and all claims actions or damages arising from the use and/or misuse of that equipment.

5. Licenses

5.1 Intoxicating liquor shall not be sold, supplied or brought on to the Site without the prior written consent of the school. Where the school provides such consent, the Hirer shall be responsible for obtaining any necessary Occasional Justices Licenses for the hired premises and shall produce such License to the school if called upon to do so.

5.2 The Hirer shall be responsible for obtaining any necessary music singing and dancing license in connection with the proposed use of the hired premises and any license that may be required under the Theatres Act 1968 for any statutory modification or re-enactment of it.

5.3 No betting, gaming, lottery or gambling in any form shall take place on the Site without the prior written consent of the school.

5.4 No cinematograph exhibition shall take place on the Site without the prior written consent of the school. The Hirer shall indemnify the school against any infringement of copyright, which may occur during the hiring.

Part 4 - Conditions and Guidelines

1. Sporting affiliation

1.1 Sports groups and/or their instructors must be in membership or registered with the appropriate sporting national governing body and comply with that body's structure and level of coaching.

2. Disclosure and Barring Service

2.1 The school may, in its absolute discretion, decide that a Hirer is required to produce Disclosure and Barring Service checks to the school in respect of the Hirer, any Hirer's Attendees or any staff, contractor or employee of the Hirer to the school as a condition of confirming a booking. Failure to comply with such requirement or if such check reveals a conviction that is of concern to the school, they may terminate the booking forthwith by notice in writing.

2.2 The Disclosure and Barring Service (DBS), checks can be applied for by anyone employing staff or recruiting volunteers for work with children, young people or vulnerable adults. Enhanced checks are required for anyone working regularly with children, young people or vulnerable adults. However, for those individuals

who are in regulated activity with children, young people or vulnerable adults, an additional check on the barred lists must also be carried out through the DBS.

2.3 For more information on what is viewed as regulated activity and which check is required for your employees or volunteers, please visit: https://assets.publishing.service.gov.uk/media/5b92b7f7e5274a424a8ef20b/Regulated_Activity_with_Children_in_England.pdf

2.4 There is now an update service available for all volunteers and employees to use, as well as that organisation who need to DBS check their workers. The aim is to reduce the number of times people have to do DBS checks and make it easier to share DBS results across agencies. The service is free for volunteers. However, everyone wishing to register on it, must do so within 14 days of receiving their DBS check. For more information about the DBS update service, please visit: www.gov.uk/dbs-update-service

2.5 Self-Employed: Please note that self-employed people must go through an organisation which is willing to carry out a DBS check on them and are not able to process a check on themselves directly with the DBS.

3. Safeguarding

3.1 The hirer must have a commitment that under no circumstances should any volunteer or member of their group inflict physical or psychological harm on a child. Assault of children is against the law. If any adult causes physical or psychological injury to or mistreats a child, they could be prosecuted for a criminal offence.

3.2 The school will ensure safeguarding procedures and policies are in place.

3.3 The school will have regard to Keeping children safe in education (KCSIE) when they hire out the school's facilities, if we receive an allegation, we will follow safeguarding policies and procedures, including informing the LADO.

I agree to the terms and condition of hire as detailed above on behalf of _____(Hirer)

Signed _____

Name_____

Date_____