



Hillcross Primary School

Lettings Policy

Mission, Vision and Culture

Think, Nurture, Thrive and Be Proud!

Our bespoke, ambitious and child-led curriculum combined with our outstanding practice creates opportunities for all children to achieve success and meet their full potential, both personally and academically. As a nationally recognised Thinking School and a Rights Respecting Gold School, we nurture an empathetic community of creative, respectful, curious and independent thinkers and provide opportunities for our children to develop their unique talents and skills. We pride ourselves in our dedication to fostering positive wellbeing, celebrating diversity and promoting a culture of environmental awareness and responsibility.

Through our school culture of Collaboration, Consistency, Challenge and Celebration, and by promoting the values of Aspiration, Courage, Honesty, Respect and Responsibility, we empower a resilient school community of compassionate, responsible global citizens, committed to making the world a better place.

Hillcross Primary School is committed to safeguarding and promoting the welfare of children - the welfare and well-being of our pupils is paramount.

1 Introduction

- 1.1 The governing body of Hillcross Primary School adopted this lettings Policy and the appendices below at its meeting in **March 2026**.
- 1.2 The Governing Body of Hillcross Primary School (hereafter referred to as 'the Governing Body') believe that education is the prime purpose of the school. However, we are keen to see the school and its facilities be of benefit to the whole community.
- 1.3 As such, it is the desire of the Governing Body that these facilities are made available to local groups and professional organisations, provided that this does not conflict with the work of the school, the interests of its pupils or the wellbeing and workload of its staff.
- 1.4 The Governing Body recognises and supports the following principles:
 - a) The school premises represent a significant capital investment and should be fully utilised;
 - b) The school premises are a valuable community resource;
 - c) Use of the school premises for educational purposes should be given priority when lettings are considered;
 - d) Making a profit from private or commercial lettings is desirable, but is not the primary objective when letting for educational activities.

2 Overview

- 2.1 This document details the lettings policy and procedures of the school, available facilities and the roles of both the Governing Body and users of school facilities (hereinafter referred to as 'the Hirer'). It also sets out the current scale of charges.



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- 2.2 The use of the school premises at all times outside the school day is under the control of the current Governing Body (Education Act 1986 – Section 42, No. 2)
- 2.3 Having regard to our duty under the Equalities Act 2010 (but without prejudice to our duties under the Representation of the People Act 1983) the Governing Body will not let the school premises to organisations whose purpose is, amongst other things, to encourage discrimination and/or disharmony between persons different groups and those with protected characteristics, or are otherwise involved in activities prejudicial to good community relations.
- 2.4 We take seriously our duty of care to our pupils and staff, safeguarding, including protecting them from the risk of being drawn into terrorism is a high priority. Terrorism in this context includes not just violent extremism but also non-violent extremism, which can create an atmosphere conducive to terrorism and can popularise views which terrorists exploit. Open source checks are carried out by the school to ensure that school premises are not used to promote negative views.
- 2.5 The final decision to hire out our school premises lies with the Governing Body, who have delegated this decision making to the Headteacher. Please refer to the Due Diligence Policy: [Due Diligence Policy \(March 2026\)](#)
- 2.6 The final decision on compliance lies with the Governing Body.

3 Policy

- 3.1 It is the intention of the Governing Body that:
- a) Private functions on a Friday or Saturday will finish at 10.00pm and all people involved in clearing away will be off site by 10.30pm, for all lets. Functions on a Sunday will finish at 7.30pm and all people involved in clearing away will be off site by 8.00pm.
 - b) The weekday lettings calendar (Monday to Thursday) will be managed such that lettings will be required to finish at or before 9 pm.
- 3.2 From Monday to Friday school facilities may be used for community use for extra-curricular sports, recreation and teaching purposes.
- 3.3 In deciding whether or not to let the premises, the school will consider the likelihood of damage or nuisance that may be caused, or arise at any time, as a result of the letting.

4 Responsibilities

4.1 The responsibilities of the school and the hirer on entering into a letting agreement are laid out below.

4.2 Responsibilities of the School

The school will:

- Ensure that the space hired is open and ready for use at the beginning of the hire session as per the requirements identified and agreed on the lettings form.
- Agree a system to facilitate communication with school staff if and when needed. All communication in relation to the hire prior to the event must be made via lettings@hillcross.merton.sch.uk. When the



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staff member facilitating the hire meets the hirer at the beginning of the let, they will be made fully aware of fire drill procedures and any other safety arrangements. The member of staff will also provide them with the site phone number via which they can be contacted if any issues arise during the hire period.

- Report to governors to inform them of activities and ensure that partner organisations are recognised and acknowledged (where appropriate)
- Provide access to appropriate whole school policies including Health and Safety, Child Protection, Accident/Incident Reporting and Equal Opportunities.
- Consider all applications providing that Hirers adhere to and are able to comply fully with the terms and conditions set out in this policy and any documents referred to herein.

4.3 Responsibilities of the Hirer/Service Provider

- Where school resources are requested to be used (requests must be made via the lettings form), this will be agreed at the discretion of the headteacher. Adequate notice must be given, and, if agreed, the responsibility for damage to any school property remains with the hirer.
- Premises should be left in the condition in which they are provided.
- No subletting will be accepted at any time. This will result in no further Lets to the Hirer.
- Hillcross Primary School values its position within the wider school community. All Hirers and visitors are expected and required to have due regard to the entitlement of neighbours to the enjoyment of privacy and quiet.

4.3.1 *Insurance*

- Anyone hiring the school facilities shall provide evidence of their own Public Liability Insurance or shall pay to utilise an extension to the school's insurance.
- A Service Provider is responsible for indemnifying against injury to their staff and participants, loss and damage to any property occurring as a result of these activities.

4.3.2 *Activities*

- Where the Hirer is a Service Provider, all services must be appropriately planned and delivered a minimum of 4 weeks in advance to the Head Teacher or School Business Manager.
- Suitable and sufficient risk assessments must be undertaken for each activity.
- All participants must be adequately supervised during the session, encouraged to attend promptly, remain for the duration and leave the building promptly at the end.
- **Young people must never be left unattended.** Parents/carers or an alternative agreed contact must be informed **immediately** if any young person leaves a session.
- Additional staff and/or participants should be made fully aware of fire drill procedures and any other safety arrangements.
- Service providers shall maintain relevant records which can be made available to the school including a register of attendance and a record of activities per session.
- The Hirer is required to hold details of emergency contacts and medical needs for each participant (where parental responsibility is being assumed by the Hirer).
- If any activity involves a trip off school premises, a Service Provider must follow the Local Authority's guidelines.

4.3.3 *Staffing*



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- Where the Hirer is a Service Provider, the school asks for evidence that they follow safer recruitment best practice when employing staff. They must complete the following:
 - Confirm that the hirer follows safer recruitment best practice when employing staff.
 - Confirm that all staff are suitably qualified and have undergone an enhanced DBS check within the last three years
 - Confirm that all staff have read and signed to say that they have understood the most recent version of Keeping Children Safe in Education.
 - Confirm that all staff have had Child Protection Training and receive regular updates and refresher training.
 - Confirm that the hirer has a complaints procedure that has been drawn up in line with best practice and have supplied/will supply a copy of this to the school.

4.3.4 Safeguarding and Pastoral Issues in Relation to Children

- In any situation where a Service Provider (including the PTA) becomes aware of an issue which concerns a child's safety or well-being in relation to Child Protection issues, the Service Provider shall inform the Head Teacher if the activity is taking place during school hours or the borough Emergency Duty Team if outside these times.
- Staff must be aware that they cannot offer guaranteed or unconditional confidentiality. If a child discloses any information relating to their own safety or that of any other young person, the Head Teacher must be informed immediately.
- All staff are strongly encouraged to attend Merton's Safeguarding Children training.

5 Terms and Conditions of Hire and Use

5.1 **Acceptance.** By completing and signing the application form, the Hirer:

- Accepts and agrees to adhere to all aspects of this lettings policy, including these terms and conditions.
- Accepts the responsibilities of the hirer as laid out above on behalf of their organisation or event
- Accepts responsibility for ensuring that all attendees comply with all the terms and conditions contained within this policy.

5.2 **Safeguarding/Care of children.** All children will be supervised at all times by their carers except where children are attending an organised group, care scheme or PTA event. PTAs are separate legal entities and are responsible for their own safeguarding arrangements when running events outside of school hours.

Where the latter applies, the Hirer shall ensure that where a hiring involves activities aimed predominantly at children, they have appropriate safeguarding policies and procedures in place in line with DfE guidance After-school clubs, community activities, and tuition: Safeguarding Guidance for Providers, February 2026. This includes ensuring that they, themselves and those persons likely to have contact with children, have been subject to Enhanced Disclosure and Barring Service checks. The Hirer will be required to have appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide copies on request to the school.

The governors reserve the right to require the Hirer to produce evidence that enhanced DBS checks have been carried out on all persons and to review safeguarding policies and procedures and to impose any additional requirement they consider appropriate in connection with the hiring. If for any reason the governors are not



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satisfied, then they reserve the right to cancel any hiring and there shall be no liability to the Hirer other than to refund any hiring fee or deposit paid.

The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact the Headteacher, as soon as reasonably practicable.

The hirer understands 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, we will follow our usual safeguarding procedures and inform our local authority designated officer (LADO).

5.3 Purpose of the hire. The school does not hire out any part of the school premises for parties covering the age range 12-21 years. **The hirer must not sublet to another party.**

5.4 Facilities. No rooms, offices or facilities (including outside spaces) are to be used other than those agreed on the lettings form. The playground equipment, including the climbing equipment/trim trails, is not included under any hire agreement and must not be used, unless specifically requested in the lettings application.

5.5 Licences. Where necessary, any licences required for alcohol, public dancing, entertainment, performance or music must be strictly adhered to. It is the duty of the Hirer to ensure they understand and are able to comply with all such regulations and requirements. A copy of the licence will be required by the school prior to the date of the let.

5.6 Alcohol. The hirer is responsible for the good behaviour of all associated users and ensuring that, when agreed in advance, alcoholic drinks are consumed in moderation. The hirer must ensure that persons under 18 years of age are not sold or supplied with or consume any intoxicants.

5.7 Damage. The Hirer shall indemnify and keep indemnified the school and the Governing Body from and against all losses and damages arising as a result of the letting of the premises. The Hirer will pay 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 attending the function, whether deliberate or otherwise. When the staff member facilitating the hire meets the hirer at the beginning of the let, they will view the condition of the facilities to be hired together and agree they are in good condition. This will be repeated at the end of the let before the deposit is returned.

5.8 Personal Property. All property brought onto the premises is done so at the sole risk of the owner. Neither the school nor the Governing Body will accept responsibility for any loss of or damage to any property owned by any person or organisation using the premises. Security arrangements are the responsibility of the Hirer. All property brought onto the premises for the purpose of the hire must be removed before the expiration of the let - this includes all rubbish.

5.9 Vehicular Access/Car Park. Where vehicular access and/or use of the car park is approved by the Head Teacher, the hirer must undertake proper stewarding and control of the areas used. All vehicle parking must be confined to the designated parking area at the Ashridge Road entrance to the school. Access for cars via the Monkleigh Road gate is strictly prohibited and parking is not permitted on the playing field (unless agreed in advance). The hirer must maintain safe entry and exit from the premises and provide and maintain clear access for emergency and service vehicles. The owner of any vehicle brought onto the school grounds is responsible for any damage or injury to school property or other persons, whether connected with the school or not, caused by such



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vehicles or their presence on the premises. The school does not accept responsibility for damage to vehicles regardless of cause whilst within school grounds.

- 5.10 **Injury or loss.** The Hirer must take all reasonable precautions to prevent or minimise accident, injury or damage. It is a condition of the letting that immediate notice must be given to the Head teacher of any claim, accident, damage or proceedings that may give rise to a claim and that no admission of liability or negotiation should be entered into by the hirer or any of his/her representatives.
- 5.11 **Copyright.** The hirer shall indemnify and keep indemnifying the school and the Governing Body against any breach or infringement of copyright, in relation to the performance of material or delivery of any work in which a copyright exists.
- 5.12 **School Gym.** The Hirer must ensure that no food or drinks are taken into the Gym and outdoor shoes/stiletto heels are not worn. Other objects that could damage the flooring are not permitted in the gym. Failure to comply may result in additional costs being incurred for additional cleaning/repair.
- 5.13 **School Equipment, including ICT resources.** Equipment belonging to the school is not to be used without prior permission, in writing, from the Head teacher. Where school resources are to be used this must be **agreed in advance** and a deposit paid. The responsibility for damage to any school property remains with the Hirer.
- 5.14 **Right of access.** The school and the Governing Body reserve all rights of access.
- 5.15 **Advertising.** Advertising for any event on school premises may only take place with the prior written permission of the Head Teacher. The school will not endorse or promote activities undertaken by external companies using the school premises, unless prior permission is granted by the Head Teacher.
- 5.16 **Alterations.** No alterations to the premises may be erected without the written permission of the Governing Body. Any authorised alterations must comply with all Health & Safety Regulations and must be removed at the expense of the Hirer. The preparation and dismantling of any alteration must be done outside of school hours.
- 5.17 **Furniture.** Any movement of furniture must be undertaken by the Hirer under the direction of the Site Team. No furniture or apparatus is to be used without prior permission.
- 5.18 **End of let.** All Lets must end at the designated time and school premises vacated within 30 minutes of the end of the let. All music and/or other noise MUST cease promptly at the end of the period of the let, and no later than:
- 9.00pm Monday to Thursday
 - 10.00pm Friday or Saturday
 - 8.00pm Sunday
- 5.19 **Health and safety.** The hirer will ensure that all activities carried out on school premises conforms with requirements of the Health and Safety at Work Act 1974 and all relevant safety legislation. The Hirer will comply with all Health & Safety requirements mandated by the school.
- The Hirer will ensure that they meet the requirements for fire safety at all times. These can be found in the Fire Policy, Fire Procedures and Emergency Evacuation Plan which are sent out to the Hirer when the letting agreement is made. The Fire Risk Assessment is also available upon request.



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5.20 **Public liability insurance.** The hirers must, as a condition of the proposed hiring, insure under the Local Authority's Scheme effected on behalf of the School and its Governing Body, unless the hirer is able to provide proof of comparative insurance. The premium rate in respect of the insurance indicated below is 10% of the hiring fee.

The Hirers insurance covers the Hirers liability for those sums which the Hirer may become legally liable to pay as damages (including claimants' costs and expenses). Any such claims must have arisen out of the activities of the Hirer and are subject to the following:

- Legal liability subject to an indemnity limit of £10,000,000
- Accidental damage to the premises or the contents of the premises – limited to £1,000,000.
- The first £500 of any claim for damage to the premises or the contents is met by the Hirer unless that damage is caused by fire or an explosion.
- The insurance details are:
- Policy number: QLA-01E223-0223
- Insurer: London Borough of Merton and Zurich Municipal
- Insured: individuals and organisations hiring Educational (including Voluntary Aided schools) premises owned by LBM.

5.21 **Behaviour.** The hirer is responsible for the behaviour of all persons organising or attending the Function and in particular for leaving the site in a quiet and orderly fashion by the time stated in the letting agreement. The hirer shall be liable for any costs incurred by Hillcross Primary School, or any third party, resulting from any actions of any person organising or attending the function.

5.22 **Contact.** The named contact person (who has entered into the letting contract) must be made known to the Site Team at the start of the let. This person should be on site for the duration of the hire period to ensure that the requirements of this policy are upheld.

5.23 **Maximum numbers attending.** Health and Safety considerations restrict the school hall to a maximum of 120 people at any function. This can be extended where the Hirer also lets out the Studio Hall.

5.24 **Litter.** Hirers are responsible for ensuring all litter is cleared away and removed from school premises.

5.25 **Smoking and Vaping.** Smoking and vaping is not permitted within any of the school buildings and grounds, in accordance with the Statutory Instrument 2006 No. 3368. The Smoke-free (Premises and Enforcement) Regulations 2006, which came into force in England from the 1st July 2007.

5.26 **Additional costs.** It is the responsibility of the Hirer to ensure the premises are left clean and tidy and any contents temporarily moved from their usual positions properly replaced. The premises should be in the same condition in which they were found. This includes all outside areas as well as indoor areas. The Hirer will be liable for any costs incurred by the school for cleaning, caretaking or other expenses as a result of the premises not being satisfactorily cleared after the letting.

5.27 **Access for school staff.** The governing Body reserves the right to appoint a representative to attend any letting and monitor the use of the schools facilities. The Hirer shall allow any member of the school staff (or other representative appointed by the Governing Body) to be admitted to any function to ensure compliance with the conditions of the let.

5.28 **Gifts.** No school staff are permitted to accept hospitality gifts, either cash or in kind, at any time. We request that no gifts of this nature are offered.

5.29 **Pets.** No pets shall be permitted on school premises (this excludes registered guide dogs and those pets that belong to the school community).



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- 5.30 **Site management.** The Outer London Boroughs Caretaker's agreement does not require weekend working. Weekend lettings can only be accepted when a member of the Site Team, or other member of school staff, is prepared to undertake the additional duty.
- 5.31 **Contravention of terms and conditions.** If any of the above terms and conditions are contravened, the Governing Body reserves the right to cancel this and/or future lettings, with no compensation or refund.
- 5.32 **School events.** At certain times during the school year, the school/Friends of Hillcross will run events on the school premises to the benefit of the school which may require the use of the area you usually hire. These dates will be notified to regular hirers as far as possible in advance, and where possible, an alternative location within the school will be provided.
- 5.33 **Other Hirers.** The school reserves the right to let any other part of the school premises/grounds to another user during the period of hire.
- 5.34 **Nut-free School.** Please note that we are a nut-free school and no products containing nuts should be brought onto school premises.
- 5.35 **Decorations.** Nothing shall be affixed to floors, walls, ceilings or columns of the allocated rooms by screws, nails, drawing pins, tape or any other means or be suspended from the roof or ceiling of the room, without prior permission. All decorative hangings must be applied to surfaces with non-marking sticky tac only. School displays should not be affected/damaged in any way by the decorations that hiring parties put up. All decorations, and the non-marking tac used to fix them must be fully removed.
- 5.36 **Smoke Machines, Confetti (including balloons filled with confetti), Party Poppers and Bubbles (or similar items to those listed)** are not permitted inside or outside the venue.

6. Cancellation

6.1 Cancellation by the Hirer

- 6.1.1 The Governing Body via the School Business Manager must be notified of any cancellation at the earliest possible opportunity.
- 6.1.2 Where notification of cancellation has been received at least 4 weeks prior to the date of the let, the letting fee will be refunded in full apart from a set administration charge of £25 which will be retained to cover administrative costs.
- 6.1.3 Where notification of cancellation has been received up to 21 days prior to the date of the let, the Hirer will be entitled to a 50% refund only.
- 6.1.4 Where notification of cancellation is received less than 48 hours prior to the date of the let no refund will be given.

6.2 Cancellation by the School

- 6.2.1 The Governing Body reserves the right to cancel any letting, (whether confirmed or not), without prior notice and without compensation or refund, if:
- It suspects that any of the terms and conditions of hire or use have been broken by the hirer, or any person organising any function or event.
 - Any conditions of this policy or those printed on the application form have been broken or are likely to be broken, by any person attending any function or event, or connected with the function or event in any way.
 - Any damage has been caused to the premises.



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- Any breach of licensing conditions occurs.
- 6.2.2 The Governing Body also reserves the right to cancel any letting if:
- The premises are required by anybody or person having a statutory right to use them.
 - The school is closed or becomes closed.
- 6.2.3 In the event of cancellation by the school (for the reasons defined in paragraph 6.2.2 above), any fees paid in respect of the letting will be refunded. The Governing Body will endeavour to notify the Hirer at the earliest possible opportunity, however, no guaranteed period of notice can be offered. Regardless of when notification is given to the hirer, the hirer will not be entitled to any compensation.

Please Note:

- The above conditions apply for cancellation of all or part of a letting.
- Where the Hirer makes a permanent cancellation during the course of a letting agreement, the Governing Body reserves the right to determine whether any refund should be offered, and the amount thereof. No compensation will be available. The administration charge will still stand.

7 Administration of Lettings

- 7.1 **General.** The Governing Body is not in a position to personally vet every applicant or organisation who wishes to make use of the school premises. Accordingly, it has delegated the authority to accept applications for hire to the **Head Teacher**.
- 7.2 **Application.** All hiring of the school's premises, including those for which no charge is made, must be properly documented. Thus, applications for premises lettings will only be considered on presentation of a completed application form to the school. Note that a receipt of a completed application form **does not** guarantee that a letting will be accepted.

In addition, all Hirers will receive a copy of this Lettings Policy and appropriate Safeguarding Information. The hire agreement is complementary to the application form. The hire agreement is a contract which the Governing Body may enforce as law governed by the Laws of England and Wales.

- 7.3 **Confirmation.** Where the application for a letting is accepted, the Hirer will be sent a 'confirmation of booking' and an invoice to cover the letting fee and any returnable deposit required.
- 7.4 **Fees.** Letting fees will be set at a level to ensure that the income taken covers the costs (lighting, heating, staffing, waste disposal charges, cleaning etc.) of the activity.

Note: The Friends of Hillcross (FOH) will be exempt from any charge in respect of fundraising activities, or social events benefiting pupils and/or their families. PTA and in-school events will be given precedence over any external lettings.

- 7.5 **Payment.** The letting invoice should be paid, in full, 28 days prior to the date of the letting. This will provide confirmation of the letting agreement. Failure to pay the invoice within this time will result in the letting becoming void.
- 7.6 **Deposit.** The Governing Body reserves the right to require a deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition incurring additional costs for cleaning, caretaking or other expenses. Deposits must be paid immediately within 72 hours of the date the booking has been agreed. Failure to pay the deposit within this time will result in the letting becoming void. (The standard damages deposit will be £100-£250 depending upon the booking, payable in advance).



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- 7.7 **Variations.** The governing body has delegated the authority to the Headteacher to vary the terms and conditions on which the school premises are hired to either individuals or organisations, or to deviate from the published charging policy.
- 7.8 **Value Added Tax.** The governors are required by law to apply Value Added Tax (VAT) to all transactions where this is appropriate.
- 7.9 **Minimum Charges.** The minimum hire period will be one hour after school, or two hours evenings and weekends.
- 7.10 **Payment methods.** The Governing Body is required to protect the school from bad debt. Accordingly, payment is required at the time of booking. Bank transfers are preferred. An official receipt will be issued for all payments.
- 7.11 **Extension of Credit.** The Governing Body may grant credit to bona fide local organisations and individuals where they are satisfied that these are creditworthy. In all cases, the Governing Body reserves the right to withdraw credit facilities at any time. Where credit is extended, an official school invoice will be issued at the time of booking. The Governing Body will not normally grant credit for lettings where the invoice value is less than fifty pounds (£50). The Governing Body has delegated the approval of credit facilities to the **Head Teacher and School Business Manager**, who will maintain a list for the guidance of administrative staff.
- 7.12 **Alteration of arrangements.** Any requests for amendments to the letting must take place at least 14 days prior to the date of the let. The hirer must not presume that any amendment will be automatically agreed. Confirmation of any amendments will be sent to the Hirer in writing.

8 Complaints Procedure

- 8.1 If the school wishes to make a complaint regarding a letting:
- The Head Teacher or a representative of the Governing Body will raise the concern with the Hirer
 - The situation will be monitored for an agreed period of time to allow the issues to be addressed.
 - If the situation remains unresolved, the hirer will receive written notification of the concern and an agreed period of time will be given to allow the hirer to address the situation.
 - Thereafter, if the matter remains unresolved, formal notice of termination will be sent to the hirer, effective 72 hours from the date of the letter of notification.
- 8.2 If the school receives a complaint, regarding a Hirer, from a third party:
- The Governing Body will be notified of the complaint.
 - The matter will be investigated by a representative of the Governing Body (normally the Head Teacher) and a written response will be sent to the complainant within 10 working days.
 - Further correspondence received about the same complaints will be placed on the agenda of the next Business committee meeting.
 - A response will be sent by the Chair of the Committee.
- 8.3 Where action by the Hirer is required in response to a complaint received by the school:
- The Hirer will be notified of the complaint and will be given the opportunity to rectify the cause.
 - If the complaint remains unresolved after 10 working days, the hirer will be notified in writing that/he must address the complaint over the following 10 working days, or accept notice of termination of the letting agreement.



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- Thereafter, if the matter remains unresolved, formal notice of termination will be sent to the hirer with immediate effect.
- The hirer has the right to appeal. All appeals must be made in writing and will be presented at the next full meeting of the Governing Body. The Chair will inform the Hirer of the outcome of any such appeal, in writing.

8.4 If the Hirer wishes to make a complaint:

- All complaints should be raised and discussed with the Head Teacher (who may forward the complaint to the Governing Body).
- If the complaint is not resolved within 10 working days, the hirer should notify the Governing Body through the Head Teacher, in writing.
- If the complaint is still not resolved within a further 10 working days it will be placed on the agenda of the next Business committee meeting. (If the matter needs urgent consideration, a special meeting of the committee may be convened).
- If the complaint continues to be unresolved, the matter will be taken to the next full Governing Body meeting following which, the Chair will send a written response to the Hirer.

8.5 Appeals

8.5.1 If the Hirer has a letting agreement withdrawn or terminated, they have a right to appeal to the Governing Body.

8.5.2 The appeal should be made in writing and will be presented at the next full Governing Body meeting.

8.5.3 The Hirer will be informed of any action and/or decision taken by the Governing Body.

8.5.4 The Governing Body's decision is final.

9 **Review of Policy**

9.1 The Business Committee will review the policy and hire charges annually in **the Spring term**.

9.2 The Governing Body reserves the right to review and amend the table of hire charges, contained in Appendix 1, independently of the planned annual review cycle of this document.

Equality Impact Assessment

Under the Equality Act 2010 we have a duty not to discriminate against people on the basis of their age, disability, gender, gender identity, pregnancy or maternity, race, religion or belief and sexual orientation. We are committed to treating all members of the school community fairly and challenging negative attitudes about disability and accessibility and to developing a culture of awareness, tolerance and inclusion. This policy has been equality impact assessed and we believe that it is in line with the Equality Act 2010 as it is fair, it does not prioritise or disadvantage any member of the school community and it helps to promote equality and accessibility at our school. The curriculum is planned to be inclusive and meet the needs and interests of a full range of learners. Activities and resources will be differentiated and adult support used to ensure that children access the curriculum and make the best possible progress.

Safeguarding Commitment

The school is committed to safeguarding and promoting the welfare of children, in line with the most recent version of Keeping Children Safe in Education, and expects all staff and volunteers to share this commitment. We take seriously our duty of care to our pupils and staff which includes safeguarding them from the risk of being drawn into terrorism - this includes not just violent extremism but also non-violent extremism, which can create an



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atmosphere conducive to terrorism and can popularise views which terrorists exploit. We work closely with social care, the police, health services and other services to promote the welfare of children and protect them from harm. Radicalisation is recognised as a specific safeguarding issue and is addressed in line with the Government Prevent Strategy and The Counter-Terrorism and Security Act 2015.

Privacy Policy

Hillcross School is committed to ensuring protection of all personal information that we hold. We recognise our obligations under the GDPR and Data Protection act 2018. Our practice is documented in our Data Protection Policy.

Monitoring and Evaluation

Written and Approved: March 2016

Reviewed: Annually

Date of next review: March 2027



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Appendix 1

Lettings Schedule of Charges

Space	Charge	Community Let Charge * (15% discount)	Details
Hall	£50 per hour	£42.50	Up to 120 people
Studio Hall	£35 per hour	£29.75	Up to 30 people
For larger events in the hall			
Setting Up/Putting Away Tables and Chairs	£40		
Cleaning charge	£30		
Gym	£50 per hour	£42.50	No outdoor shoes to be worn. Up to 40 people (sporting events)
The Orchard (Training/Conference Room):	£45 per hour	£38.25	Up to 30 people
Classroom*	£35 per hour	£29.75	Up to 30 children. *These are only available for community lets.
Food Technology Room*	£45 per hour	£38.25	Up to 30 children. *These are only available for community lets.
Designated Playground Space	£45 per hour	£38.25	This may be shared with other people renting space
Designated space on the Field	£45 per hour	£38.25	This may be shared with other people renting space
Multi-purpose Sports Arena	£45 per hour	£38.25	
Football Pitches			
Five a side Football Pitch	£45 (from Jan 2025)		
Seven a side Football Pitch	£50 (from Jan 2025)		
Nine a side Football Pitch	£60 (from Jan 2025)		

- Where an organisation provides a service for Hillcross children only (a community let) will be given a 15% discount - see community let charges above.
- The governing body has delegated the authority to the Head Teacher to deviate from the published charging policy as appropriate.
- A combination of the above spaces can be rented at the same time. A combined charge rate may be considered.
- For regular lets of a longer duration, a combined charge rate may be considered.
- On some occasions, lettings that are booked outside of school opening hours (7am-7pm Monday to Friday) may incur an additional charge if the site team is unable to cover. This would always be agreed in advance.
- Please note that for hiring of our outside spaces only, there is no access to drinking water.

Occasional Lets



Hillcross Primary School

The hiring fee plus a refundable deposit of £100-£250 (depending on the size of the let) is payable on confirmation of the booking and in advance of the letting taking place. This will be refunded on the first working day after the hire once a full inspection of the premises and buildings have been undertaken.

The period of hire must include set up/clearing time.

Public Liability Insurance premium

Unless the hirer is able to provide proof of public liability insurance there is an insurance premium fee of 10% of the hiring fee. This will be passed to the London Borough of Merton.

Additional Fees

The Hirer shall be responsible for leaving the Premises and surrounding area in a clean and tidy condition and any contents temporarily removed from their usual positions properly replaced, if this condition is not complied with the School shall at its discretion make an additional charge.

Links to Lettings Application Forms

Regular Letting

https://docs.google.com/document/d/1RYinkb2sbz_iqu7jF09L85pCrFj44JljL01CjuWfDX8/edit?usp=sharing

Occasional Letting

<https://docs.google.com/document/d/18pl4elVpSrEjia1VUbbpWZOOdhiSXXsCHQPGCYktqMQ/edit?usp=sharing>

If you have any questions about Lettings, please email lettings@hillcross.merton.sch.uk



Hillcross Primary School

Appendix 2: Lettings Code of Conduct Overview - for all people involved in organising and running the use of the school premises

The named contact who has liaised with the school should be present throughout the hire period, unless agreed in advance. Please encourage everyone else supporting you to refer to the Lettings Policy for full details but, as a minimum, to be aware of the points below:

- **Safeguarding**: The Hirer will ensure that all children are always appropriately supervised so that they are safe from physical and emotional harm.
- **Health and Safety**: The hirer will ensure that all activities carried out on school premises conforms with requirements of the Health and Safety at Work Act 1974 and all relevant safety legislation.
- The Hirer will ensure that they always meet the requirements for **fire safety**. These can be found in the Fire Policy, Fire Procedures and Emergency Evacuation Plan which are sent out to the Hirer when the letting agreement is made. The Fire Risk Assessment is also available upon request.
 - Be aware of the fire evacuation procedure – and adhere to it.
 - Decorative candles and Smoke Machines are not allowed. You can have candles on a birthday cake but please think carefully about where you are when blowing them out.
- No rooms, offices or facilities (including outside spaces) are to be used other than those agreed on the lettings form. The playground equipment, including the climbing equipment/trim trails, is not included under any hire agreement and must not be used, unless requested, and agreed, in the application.
- Equipment/furniture belonging to the school is not to be used without prior permission, in writing, from the Headteacher. Where school resources are to be used this must be **agreed in advance** and a deposit paid. The responsibility for damage to any school property remains with the Hirer.
- **Decorations**. Nothing shall be affixed to floors, walls, ceilings or columns of the allocated rooms by screws, nails, drawing pins, tape or any other means or be suspended from the roof or ceiling of the room, without prior permission. All decorative hangings must be applied to surfaces with non-marking sticky tac only. School displays should not be affected/damaged in any way by the decorations that hiring parties put up. All decorations, and the non-marking tac used to fix them must be fully removed.
- **Smoke Machines, Confetti (including balloons filled with confetti), Party Poppers and Bubbles (or similar items to those listed)** are not permitted inside or outside the venue.
- No alterations to the premises may be erected without the written permission of the Governing Body. Any authorised alterations must comply with all Health & Safety Regulations and must be removed at the expense of the Hirer. The preparation and dismantling of any alteration must be done outside of school hours.
- **The hirer (and anyone representing them) is responsible for the good behaviour of all associated users.**
 - The Hirer will **pay 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 attending the function, whether deliberate or otherwise.
 - **Smoking and vaping is not permitted** within any of the school buildings and grounds, in accordance with the Statutory Instrument 2006 No. 3368. The Smoke-free (Premises and Enforcement) Regulations 2006, which came into force in England from the 1st July 2007.○ The hirer will ensure that, when agreed in advance, **alcoholic drinks** are consumed in moderation. They must ensure that persons under 18 years of age are not sold or supplied with or consume any intoxicants.



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- The hirer will ensure that all persons **leave the site in a quiet and orderly fashion** by the time stated in the letting agreement. Please be considerate to our neighbours in relation to noise and respect for their personal property (e.g. do not sit on garden walls or walk across their drive as a short cut).
- We are a **nut-free school** and no products containing nuts should be brought onto school premises.
- **No pets** shall be permitted on school premises (this excludes registered guide dogs and those pets that belong to the school community).
- Where vehicular access and/or use of the car park is approved by the Headteacher, the hirer must undertake proper stewarding and control of the areas used. All vehicle parking must be confined to the designated parking area at the Ashridge Road entrance to the school, ensuring vehicles do not park on the grass verge. Access for cars via the Monkleigh Road gate is strictly prohibited and parking is not permitted on the playing field or playground (unless agreed in advance).
- All property brought onto the premises (this includes vehicles) is done so at the sole risk of the owner. Neither the school nor the Governing Body will accept responsibility for any loss of or damage to any property owned by any person or organisation using the premises. Security arrangements are the responsibility of the Hirer.
- Ensure that no food or drinks are taken into **the Gym** and outdoor shoes/stiletto heels are not worn in this area. Other objects that could damage the flooring are not permitted in the gym. Failure to comply may result in additional costs being incurred for additional cleaning/repair.
- All Lets must end at the designated time and school premises vacated within 30 minutes of the end of the let. All music and/or other noise **MUST** cease promptly at the end of the period of the let, and no later than:
 - 9.00pm Monday to Thursday
 - 10.00pm Friday or Saturday
 - 8.00pm Sunday
- It is the responsibility of the Hirer to **ensure the premises are left clean and tidy and any contents temporarily moved from their usual positions properly replaced**. The premises should be in the same condition in which they were found. This includes all outside areas as well as indoor areas. The Hirer will be liable for any costs incurred by the school for cleaning, caretaking or other expenses as a result of the premises not being satisfactorily cleared after the letting. This includes, but is not exclusive to:
 - Returning picnic tables outside are moved)
 - Checking the toilets, including if they have been flushed.
 - All litter is cleared away and removed from school premises.
 - All property brought onto the premises for the purpose of the hire must be removed before the expiration of the hire.

Through our school culture of Collaboration, Consistency, Challenge and Celebration, and by promoting the values of Aspiration, Courage, Honesty, Respect and Responsibility, we empower a resilient school community of compassionate, responsible global citizens, committed to making the world a better place. Thank you for working with us to uphold our mission and vision.