SS Peter & Paul
CATHOLIC PRIMARY SCHOOL

Letting Agreement

Approved by	**Full Governing Body**
Date approved	**March 2024**
Last reviewed on	**October 2026**
Next review due by	**September 2027**
Policy lead	**School Business Manager, Site Manager**
Enquiries	**Mrs V Atkinson-Aransiola, Headteacher. 020 8648 1459, office@sspp.merton.sch.uk**
Version	**2.0 (supersedes the previous undated version)**

'Learning Together, Achieving Together in Christ'

Version control

Version	Date	Summary of changes	Approved
1.0	Undated	Letting agreement based on the Archdiocese of Southwark model, with school rates.	**Spring 2024**
2.0	October 2026	Moved to the school policy template. Removed academy references and the Education Funding Agency, and corrected the Gaming Act to the Gambling Act 2005. Removed a duplicated copyright clause, completed an unfinished clause on computer equipment, and corrected a cross-reference to the damage clause. Used the same terms throughout (the old Annex B said "Licensee" and "Licensor"). Brought the safeguarding clauses into line with KCSIE 2026 and DBS eligibility rules, extended the smoking ban to vaping, and flagged the VAT note for checking. The terms are otherwise unchanged.	

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1. Guidance for the Governing Body

This agreement is based on the model developed by the Archdiocese of Southwark for governing bodies considering short-term or occasional use of school land and premises by third parties. The Governing Body must use the Archdiocesan model agreement and comply with the Diocesan Policy on Extended Schools, available from the Archdiocese of Southwark Education Service.

A letting agreement is appropriate where a hirer wants to use part of the school premises, on an occasional or regular basis, without any intention of creating a landlord and tenant relationship. A letting agreement gives the hirer a contractual right to use the premises without displacing the Governing Body or creating any right to occupy. It is a licence to occupy, not a lease.

The Governing Body must make sure that only a licence is granted. The hallmark of a lease is exclusive occupation. The Governing Body must therefore make clear to the hirer that their use does not exclude the school's use of the premises, and that the school may change the part of the premises the hirer uses.

Where a lease is being considered, the express written approval of the Diocesan Trustees is required, and the lease will probably need to be granted by the Trustees, since the Governing Body is unlikely to own the land. For guidance, contact the Archdiocese of Southwark Education Service or the Diocesan solicitors.

As with any contract, the terms and conditions must be clear and agreed. This agreement records those terms so that later disputes can be avoided.

Before allowing a third party to use the premises, the Governing Body considers:

- what charge will be made;
- how long the arrangement will last, and when it will be reviewed;
- whether either party can end it on notice;
- how access will be managed;
- the safeguarding arrangements (see clauses 52 and 53, and Annex B);
- who will monitor use to make sure the hirer keeps to the agreed terms;
- any special arrangements, such as storing equipment or using other facilities;
- whether the school's insurers have been told and have any requirements.

1.1 Safeguarding

Keeping Children Safe in Education 2026 says that where a school hires or rents out its facilities to organisations or individuals, for example community groups, sports associations and service providers running extra-curricular activities, the Governing Body should make sure appropriate arrangements are in place to keep children safe. Where the activities are provided under the school's direct supervision or management, the school's own safeguarding arrangements apply. Where they are not, the school seeks assurance that the provider has appropriate safeguarding and child protection policies and procedures, and arrangements to liaise with the school on

safeguarding, and makes compliance a condition of the hire. Failure to comply leads to the agreement being terminated.

1.2 VAT

The charge for any letting agreement will not be subject to VAT.

2. Letting Agreement for SS Peter & Paul Catholic Primary School

School address	SS Peter & Paul Catholic Primary School, Cricket Green, Mitcham CR4 4LA
Part of the school premises to be used	
Reason for use	
Hirer details	
Start date	
End date	
Review date (if any)	
Hire charge	
Payment date (for regular use)	30 days from receipt of invoice
Deposit	
Hours of use / hire period	
School contact details	office@sspp.merton.sch.uk
Hirer contact details	
Emergency contact details (if different)	
Special arrangements	
Signed on behalf of the school	
Signed on behalf of the hirer	
Date	

3. Terms and Conditions

1. The Hirer shall be responsible for the payment of the Hire Charge and any other charges agreed from time to time in respect of the hiring of the Premises and for the observance and performance in all respects of the terms and conditions on the part of the Hirer set out in this Letting Agreement.
2. All applications for hire must be provisionally agreed with the School's Lettings Team and will not be confirmed until payment of the returnable Deposit has been made and this Agreement has been signed.
3. All charges are required to be paid at least one month in advance of the event and (subject to clause 5) no booking will be accepted later than 14 days prior to the date required. Hire Charges for regular usage will be paid in advance on the Payment Date.

4. The Hirer may be required to pay a deposit at the time of booking. The deposit may be applied in whole or in part to make good any damage, in accordance with clause 22. The Deposit will be returned within 10 school days after the event subject to these Terms and Conditions being adhered to.
5. Where the Hirer is hiring the Premises less than one month before an event, they may be asked to pay the Deposit and the Hire Charge at the time of booking. The School will not accept payment by cheque for bookings less than 14 days before an event.
6. The School may at any time cancel, postpone or delay any booking, in which case the Hirer will be reimbursed the appropriate amount of the Hire Charge made. If the School finds it necessary to postpone or cancel a booking, as much notice as possible will be given. The School will not accept liability for any loss arising from any such postponement or cancellation.
7. Hirers will be allowed to cancel or postpone a booking on condition that, if one month's notice is given before the event, the whole Deposit will be repaid; if three weeks' notice is given, half the Deposit will be repaid; if two weeks' notice is given, 25% of the Deposit will be repaid; and if no notice is given, the Deposit will not be repaid to the Hirer.
8. The School reserves the right to refuse to grant a hiring without giving a reason, and in particular if the hiring is in breach of the Diocesan Policy on Extended Schools, a copy of which is available from the School.
9. The School shall resolve conflicting requests for the use of the Premises with priority at all times being given to the School.
10. Intoxicating liquor shall not be sold, supplied or consumed on School premises without the prior written consent of the School and subject to any necessary licence having been obtained by the Hirer.
11. Smoking and vaping are not allowed anywhere on the School's premises, including outside spaces.
12. The Hirer and/or their named representative or responsible person(s), whose name(s) and address(es) must have been supplied to the School before the date of the hiring, must be in attendance at the Premises throughout the period of the hire. If the Hirer leaves the event before it finishes, a named representative must be nominated to remain until all the guests have left the School premises.
13. The School's Lettings Team, Caretaking Staff or the responsible person(s) nominated by the School will be on duty at all times. The Hirer (or named representative) must report to the Caretaker or the responsible person nominated by the School at the end of the event and comply with any reasonable request to confirm the end of the hiring period and that the Terms and Conditions of this Letting Agreement have been complied with. A failure to do so may delay the return of the Deposit.
14. The Hirer shall, if asked, provide for approval a copy of the programme of any entertainment (the "Programme") to be given by the Hirer. In that case no entertainment shall be given except in accordance with the Programme approved by the School, acting reasonably. If the School does not approve the Programme, the Hirer may cancel the hiring on payment of the appropriate fees under clause 7.
15. A draft copy of any literature proposed for distribution by the Hirer which refers to the School must be sent to the School for approval at least 10 days before distribution.
16. Neither the School nor its representatives shall be liable for any injury (including injury resulting in death), or damage to or loss of property, which may occur to or be sustained by the

Hirer, their assistants, servants or agents, or others entering the property in the exercise or purported exercise of the hiring (except such injury or damage as may occur by reason of the neglect of the School or its representatives, servants or agents acting within the scope of their authority). The Hirer will indemnify and keep indemnified the School and/or its representatives, servants and agents against all claims and liability in respect of such injury or damage and all actions, proceedings, costs, damages and expenses in regard to them, and against all other liability, claims, demands, proceedings, costs, damages and expenses in respect of injury to any person (including injury resulting in death) and damage to or loss of property which may arise out of or in consequence of the exercise or purported exercise of the hiring (except as above).

17. The School shall not be responsible for:
    a) any indirect or consequential damage arising from any breach of this agreement by the School;
    b) any loss or damage to any article of any kind brought to or left on the School's premises; or
    c) any loss due to acts or omissions of third parties, or any loss due to equipment breakdown, failure of the electricity supply, leakage of water, flooding, terrorism, fire, government restriction, act of God or any event beyond the School's control which may cause the premises to be temporarily closed or the hiring to be interrupted or cancelled.
18. The School will not be held responsible for the loss, damage or theft of any cars or other vehicles parked on its premises.
19. The Hirer will keep the School and its officers, servants and agents fully indemnified against all losses or damages incurred by the School, or any claims made against the School (including legal fees), as a consequence of the Hirer's hiring of the Premises.
20. The Hirer must immediately inform the School if any matter arises which affects the security or health and safety of people on the School's premises. Hirers must comply with all relevant health and safety legislation in force from time to time and any regulations imposed by the School from time to time for the safety and security of the Premises and all those using them.
21. The Hirer shall not infringe any subsisting copyright or performing right, and indemnifies the School against all sums of money which the School may have to pay because of an infringement of copyright or performing right during the period of hire.
22. In the event of any damage, the School will need to make it good and the Hirer, by accepting these Terms and Conditions, is deemed to have undertaken to pay the cost of the repair as certified by or on behalf of the School.
23. Members of the School's staff and its officials reserve the right to enter the hired premises at all times on producing evidence of their identity. Stewards (if used) should be told of this condition by the Hirer.
24. Entry to the Premises will be through the main entrance, which will be opened by the School at an agreed time. The Hirer is responsible for making sure the Premises are secure during the Hire Period. Admission to the School will not be allowed until the time specified on the booking form or this Letting Agreement.
25. The Hirer shall make sure that events are properly supervised, with sufficient stewards if required. Suitably qualified instructors must be used where appropriate to the activity, for example sporting or dance activities. The Hirer must make sure that the risks of activities are properly controlled during the Hire Period. The School is not responsible for carrying out risk assessments for the Hirer's activities. The School reserves the right to terminate this

agreement if the Hirer fails to make sure suitable arrangements are in place for safeguarding children and/or adults at risk.

26. The Hirer must make sure that any noise or music does not interfere with other activities in the School and cannot be heard from neighbouring houses. Any request by a member of the School or any other authorised person to turn the music down must be followed. The Hirer should ask its guests to leave quietly at night to avoid disturbing neighbours. All emergency exits and vehicle exits must be kept clear at all times.

27. No nails, tacks, screws or similar shall be driven into, or adhesives fixed to, any walls, floors, ceilings, furniture or fittings. Decorations must only be fixed in a way approved by the School. Decorations in the dining hall (if used) may only be tied to tables and pillars, and adhesives of any kind are not permitted.

28. Any setting up and clearing away must be carried out within the Hire Period unless otherwise agreed with the School in writing before the event.

29. The Hirer is responsible for clearing away any rubbish from the hired facilities and leaving the Premises clean and tidy. Failure to do so may delay the return of the Deposit.

30. The Hirer shall make sure that caterers, contractors and others supplying or serving refreshments, or providing decorations, comply with all current legislation on food hygiene, health, welfare and safety, and remove from the School premises all their articles, property, refuse, decorations, sets, props, equipment and other items by the end of the Hire Period, and shall follow any instructions given about this. Any items left behind will be stored at the Hirer's expense. The School reserves the right to dispose of items left on the premises at the end of the Hire Period, but will make reasonable efforts to notify the Hirer first.

31. The Hirer is responsible for any damage caused by any act or neglect of the Hirer or anyone the Hirer allows onto the premises.

32. The Hirer is responsible for the proper use of fixtures and fittings and must take reasonable steps to make sure there is no damage to the fixtures, fittings, School equipment or premises, including the grounds.

33. Seating is limited to the number of chairs on the School premises on the day of hire and is arranged so as not to affect the means of escape from the premises, and in line with any approved layout for the premises.

34. Lettings must not exceed the maximum number of people for the premises (as stated in the School's regulations or the Special Arrangements above), and the Hirer shall make sure that the number of people admitted does not exceed the maximum stated in any booking form or the Special Arrangements. The Hirer must make sure that no unauthorised entry is made to the School premises during the Hire Period.

35. The School reserves the right to ask the Hirer to keep a register of those attending the School's premises as a result of the hiring.

36. School furniture shall not be moved except by prior arrangement with School staff.

37. The Hirer shall make sure that nothing is done on the premises during their use which contravenes the Equality Act 2010, and shall not discriminate against any individual or group in any activity taking place at the School.

38. The Hirer may make reasonable use of the School's toilet facilities.

39. A member of the kitchen staff will be on duty, to supervise only, during any hire of the kitchen and dining hall.

40. Any alteration or addition to the electrical, lighting or heating systems is strictly forbidden.

41. All mains-powered electrical equipment brought onto the premises by the Hirer must be safe and in good condition. Evidence of valid inspection certificates will be required.
42. The use of portable cooking stoves of any kind is strictly prohibited.
43. If stage lighting, spotlights, a screen or sound equipment are required, this must be stated clearly on the application form. An extra charge may be made, and any operation of such equipment shall be carried out by a competent person named and approved by the School in advance. Evidence of valid inspection certificates will be required.
44. If any computer equipment is brought onto the premises, it must be safe and in good condition, must not be connected to the School's network without the School's written permission, and any use of the School's guest Wi-Fi is subject to the School's acceptable use terms.
45. Additional special conditions shall apply when the use of the School and its grounds is permitted for activities of a hazardous nature.
46. The Hirer must not bring onto the Premises anything which may endanger the School premises or its users, or which may adversely affect any insurance policies. The Hirer will comply with any regulations of the School's insurers notified to the Hirer by the School.
47. The Hirer, or their representative, is responsible for knowing the evacuation procedures for the premises in an emergency. The procedures will be enclosed with these Terms and Conditions and/or are displayed in the School. The Hirer must also make sure these procedures are brought to the attention of everyone present, participants and spectators, as part of the Hirer's general responsibility for the health and safety of everyone on the site as a result of the hiring.
48. The Hirer is strongly advised to appoint fire marshals to help with evacuation and to check attendance registers so that everyone is accounted for. The Hirer is responsible for keeping passages and fire exits clear. During the Hire Period, the Hirer is responsible for the safe evacuation of the premises by the nearest fire exit. In the event of fire, the Hirer shall call the emergency services.
49. The Hirer shall have person(s) qualified to use any safety equipment, such as fire extinguishers and fire blankets, and will make sure none of it is misused. If any safety equipment is damaged, the Hirer will pay for its replacement.
50. Suitable organised supervision must be maintained of everyone taking part in or associated with the activity. For example, young children need continuous supervision in changing areas and corridors. The Hirer must make sure that a qualified person or persons are available on site to give first aid, appropriate to the risks of the activity. The School takes no responsibility for first aid during the Hire Period.
51. The School reserves the right to prevent any individual from entering the School site.
52. Any organisation requesting a letting for an activity or event involving children and/or young people under 18 must give the School a signed copy of its current safeguarding and child protection policy, which must comply with current legislation and guidance, together with its arrangements for liaising with the School on safeguarding matters. The Hirer warrants that everyone connected with the activity has the level of DBS check appropriate to their role, including an enhanced DBS check with barred list information for anyone in regulated activity with children, before the start of the Hire Period, and will provide evidence on request. The School reserves the right to cancel or delay the booking if the Hirer does not provide this evidence to the School's satisfaction before the start of the Hire Period.

53. If a letting involves direct or indirect contact with the School's pupils, the Hirer must comply with the school's Safeguarding and Child Protection Policy, and the Hirer's staff and volunteers must have the checks required for their role, including children's barred list checks where they are in regulated activity.
54. The wearing of footwear which might damage floors is not permitted.
55. Any gratuities to be offered to any members of School staff must be agreed at the time of letting.
56. No animals other than assistance dogs are permitted on the premises without the prior written approval of the School.
57. When using the hall for sport:
    a) no alcohol may be consumed in the hall;
    b) non-marking trainers must be worn at all times;
    c) no markings may be applied to the floor;
    d) all equipment must be put away;
    e) the Hirer must provide, at the time of booking, evidence that anyone using specialist equipment is fully trained in its use.
58. The Hirer shall not sub-let, share or assign any part of the premises, and shall not use it for any purpose other than that for which it has been hired.
59. The Hirer agrees to comply with all laws, statutes, regulations, notices and consents relating to its event or use of the School premises.
60. The land (including any building or structure on it) is made available in its existing state and condition, and neither the School nor its representatives warrant or represent that it is safe and suitable for holding the function or for the admission of the public. The Hirer shall not publish or say anything that might lead anyone to believe otherwise.
61. The hire relates only to the area of the building or grounds that has been booked. Other areas of the School must not be used. A hiring is the non-exclusive use of the area in question and may be changed by the School. No legal or equitable estate or interest is granted or implied by any hiring under these Terms and Conditions.
62. The School reserves the right to ask the Hirer to obtain public liability insurance with a minimum indemnity of £2 million (or another amount agreed with the School) to cover legal liability for incidents causing injury to people and/or damage to or loss of property arising from the hiring, and to provide evidence of the insurance to the Lettings Officer before the hiring starts.
63. The Hirer must not use the facilities for any unlawful or immoral purpose, or for any purpose that is contrary to the Catholic ethos of the School.
64. The premises shall not be used for any licensable activity under the Licensing Act 2003 unless the Hirer has obtained any necessary licence from the licensing authority.
65. The Hirer shall not use the premises, or allow them to be used, for gaming or betting other than lawful gaming carried on in accordance with the Gambling Act 2005 or any legislation which replaces it.
66. If door supervisors are used, the Hirer must make sure that any necessary licences have been obtained and are in force throughout the hire, and must comply with any legislation or codes of conduct regulating door supervisors.

67. Where the premises are licensed as described above, the Hirer must comply with the conditions and regulations of that licence as they apply to the hiring.

68. If the Hirer breaches any conditions of any licence, or any other conditions, including these Terms and Conditions, during the hiring, the School reserves the right, without prejudice to its right (acting itself or through any other appropriate body) to enforce any liabilities already incurred by the Hirer, to terminate the hiring immediately if it is still continuing, to keep all sums paid by the Hirer, and to refuse any further application from the Hirer to hire School premises.

69. References to the School in these Terms and Conditions include its representatives (including School employees) where appropriate.

70. The School reserves the right to amend these Terms and Conditions at any time on reasonable notice to the Hirer.

Annex A – Hire Rates

Term time, Monday to Friday, 3.30pm to 6.00pm

Facility	Rate
Hall	£35 per hour
Classroom	£20 per hour
Maple Hub	£35 per hour
Concrete playground	£25 per hour
Artificial grass playground	£25 per hour

Additional costs may apply for bookings outside the Site Manager's regular hours. Weekends are subject to availability.

Weekends, school holidays and after 6.00pm

Facility	Rate
Hall	£40 per hour
Classroom	£25 per hour
Maple Hub	£40 per hour
Concrete playground	£35 per hour
Grass playground	£35 per hour
Maple Hub with access to both playgrounds	£185 per day

Annex B – Safeguarding and Insurance

Safeguarding

The Hirer is responsible for the welfare and safeguarding of any children or young people on the school premises during the hire period. The Hirer must make sure that the relevant DBS checks have been carried out, and may be asked to provide evidence to the Headteacher and School Business Officer before the hire period.

The Hirer must be familiar with, and comply with, the DfE guidance Keeping children safe during community activities, after-school clubs and tuition. Failure to comply with this guidance may result in the termination of this agreement.

Insurance

Where applicable, the Hirer is responsible for arranging its own public liability insurance, or other insurance as necessary, and must provide evidence of it to the School.