Lettings Policy

Low Ash Primary School

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Statement of intent

Low Ash Primary School recognises that its premises are valuable to the local community and as such, we are pleased to let the premises out to organisations within the local community.

Though we let the premises out, the school is aware that this can pose certain concerns, such as in terms of safeguarding, so this policy is to be distributed to all organisations that wish to let the premises and the conditions outlined within it must be followed at all times.

There is also important information that this policy communicates to organisations who let the premises from the school, such as health and safety matters and insurance arrangements.

1. Legal framework

This policy has due regard to all relevant legislation and statutory guidance including, but not limited to, the following:

- The School Premises (England) Regulations 2012
- Health and Safety at Work etc. Act 1974
- The Health and Safety (First-Aid) Regulations 1981
- The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR)
- Counter Terrorism and Security Act 2015
- The UK General Data Protection Regulations (GDPR)
- Data Protection Act 2018
- Education Act 1996
- DfE (2015) 'Advice on standards for school premises'
- DfE (2022) 'Keeping children safe in education'
- DfE (2015) 'The Prevent duty'

This policy operates in conjunction with the following school policies:

- First Aid Policy
- Fire Safety Policy
- Premises Management Policy
- Health and Safety Policy
- Child Protection and Safeguarding Policy
- Letting School Premises Risk Assessment
- Surveillance and CCTV Policy
- Manual Handling Policy
- Asbestos Management Policy
- Data Protection Policy

2. Definitions

For the purpose of this policy, a **"letting"** is defined as any use of the premises by either a community group, e.g. a football club, or a commercial organisation.

The school will let out its premises; however, the letting arrangement will not interfere with the primary activity of the school, which is to provide a high-quality education and safe teaching environment.

Use of the premises for activities such as staff meetings, parents' meetings, governing board meetings, out of school hours learning support activities or any other extended services which support the raising of attainment and achievement, fall within the corporate life of the school. Costs arising from these uses are, therefore, a legitimate charge against the school's delegated budget.

When letting to commercial businesses, the school will first seek the permission of their LA. Depending on certain conditions, the LA may recommend the school inform the DfE of the

letting, e.g. if the letting was during school time. The contact information for the DfE is: schoolsassests.capital@education.gov.uk.

3. Roles and responsibilities

The governing body is responsible for:

- Reviewing the applications of a proposed letting arrangement and conducting a risk assessment to determine whether the arrangement would pose a risk to the primary activities of the school and its pupils.
- Contacting the LA and the DfE.
- Contacting a legal expert with regards to transactions, for specialised guidance.
- Ensuring any safeguarding risks associated with the letting are identified and addressed.
- The overall oversight of the letting, handling any queries from the hirer.
- Communicating any relevant information to the hirer, e.g. fire safety precautions.
- Agreeing fair prices for the use of the premises; these will reflect the condition of the facilities but remain competitive enough to be accessible to the wider community.
- Working with the headteacher to ensure all relevant policies and procedures are implemented and made available to hirers.

The headteacher is responsible for:

- Ensuring compliance with the premises licence.
- Acting as or appointing a designated premises supervisor.
- Liaising with the governing board to establish whether or not the proposed activity is suitable for the premises.
- Ensuring that the school has the correct insurance in place for hiring out the premises.
- Checking the hirer has the appropriate public liability insurance.
- Working with the site manager to ensure the premises are fit for use.
- Ensuring hirers familiarise themselves with the relevant school policies and procedures, e.g. the Fire Safety Policy and the Asbestos Management Policy.
- Ensuring the school adheres to its Premises Management Policy.
- Reviewing and, where necessary, amending the school's Letting Premises Risk Assessment to help ensure the safety of the hirer and their visitors.
- Assessing whether the activities the hirer is requesting could result in disrupting any asbestos and taking the relevant safety measures as a result.
- Reviewing the relevant safeguarding checks carried out by the hirer to ensure they comply with the school's policies.

The site manager is responsible for:

- Ensuring the facilities and equipment requested are clean and in a good working condition for each hirer.
- Working with the hirers to ensure high levels of security are maintained.
- Showing the hirers how to properly secure and lock the premises after use.
- Organising any repairs and/or replacement of equipment.

- Notifying the hirer of any known asbestos in the school.
- Ensuring the hirer is made aware that CCTV cameras are installed within the school and ensure they have read the Surveillance and CCTV Policy.

The School's Business Manager is responsible for:

- Being the main point of contact for data protection enquiries from current and potential hirers of the school premises.
- Ensuring that the statutory privacy information is provided to the hirer.
- Assisting the hirer with any data breach investigation, where necessary.
- Ensuring that the school's Privacy Notice for Third Parties is kept up-to-date, and that it is published on the school's website.
- Ensuring that the hirer's information is stored in accordance with the Data Protection Policy.

Hirers are responsible for:

- Ensuring the proper use of the facilities and equipment they have requested to use.
- Taking the necessary steps to ensure there is no damage to any equipment or furniture, or the building itself after use.
- Ensuring all related visitors and volunteers have signed in during their period of hire.
- Leaving the premises in a clean and tidy condition.
- Working with the site manager to ensure that the premises are secure after use.
- Obtaining adequate public liability insurance to a minimum of £5 million.
- Providing the headteacher with proof that they hold a current and relevant insurance policy.
- Obtaining all necessary safeguarding checks for all activities involving children, e.g. DBS checks, and providing proof of this to the headteacher.
- Reading the school's safeguarding policies and procedures and ensuring they understand the rules and procedures detailed within.
- Informing the governing board of the activities that will be undertaken on the premises.
- Adhering to the school's Letting School Premises Risk Assessment.

4. Charges

The governing body is responsible for determining charges for the letting of the school premises – a charge may be imposed to cover the following:

- Costs of services (e.g. heating and lighting)
- Costs of staffing, including "on-costs" (e.g. additional security or caretaking)
- Costs of administration
- Costs of wear and tear
- Costs of insurance (if the school has arranged its own public liability insurance – see the hire terms and conditions)
- Costs of using the school's equipment, if applicable
- Cost of energy eg lighting and heating

- Profit element, if applicable

Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the hirers involved.

The charge issued for each letting will be reviewed annually by the governing body.

The review of charges will take place in the autumn term, for implementation in the beginning of the next financial year, taking effect from 1 April that year.

Current charges will be provided to the governing body in advance of any lettings being arranged.

A charging tariff may be established to ensure that access is affordable for particular individuals and groups.

The school may require a 10 percent deposit of the overall fee to be paid to the school to secure a booking.

The remining amount will be paid to the school on or before the requested booking date.

Hirers will provide the school with at least five days' notice before cancelling a booking.

If hirers fail to comply with paragraph 4.9, the school will keep the hirers deposit.

If the whole fee has not been paid, the school reserves the right to refuse the hirer entry to the premises.

In the event any fees are outstanding after the hirer has used the premises, their organisation will be barred from using the school facilities until the full amount has been paid.

There will be a grace period of 30 days for payment to be made, after this period, if a payment hasn't been made, the school will seek additional legal advice for payment to be recovered.

5. VAT

In general, the letting of rooms for non-sporting activities is exempt of VAT, whereas sports lettings are subject to VAT (although there are exemptions to this under certain circumstances).

6. Managing lettings

The governing body has overall responsibility for the management of lettings.

The headteacher will be delegated the day-to-day management of the lettings; however, they will not be responsible for the administrative roles, such as setting charges, this role stays with the governing body.

The headteacher may delegate aspects of the management of lettings to other relevant members of staff, such as the site manager, caretaker or business manager.

If the headteacher has any concerns regarding the activities the hirers are conducting, they will consult the governing body and reach a decision together.

Organisations wishing to hire the premises will approach the headteacher, who will identify their requirements and clarify the facilities available.

The headteacher will review the application; they have the right to refuse an application and interested parties should be advised that no letting should be regarded as "booked" until approval has been given in writing.

Once the letting has been approved by the headteacher, a letter of confirmation will be sent to the hirer, setting out the full details of the letting and enclosing the terms and conditions of the hire agreement.

The hirer will be invoiced for the cost of the letting as appropriate in accordance with the governing board's charges decision.

The hirer will be a named individual and the agreement should be in their name, giving their permanent private address.

All lettings fees that are received by the school, will be paid into the school's independent bank account, to offset the costs of services, staffing etc. (which are funded from the school's delegated budget).

Fees can be paid by cheque or bank transfer. The hirer will state how they intend to pay in their application form.

The SBM will provide the hirer with the relevant bank details and provide an invoice for payment.

Sub-letting of any kind is strictly prohibited. If the school receives any evidence pertaining to plans to sub-let, all bookings that the hirer has made will be cancelled.

7. Safeguarding

The school will ensure that appropriate safeguarding arrangements are in place when letting school premises of facilities that involve work with children. Organisations submitting a lettings request involving working with children and/or young people will submit a signed copy of their current safeguarding policy.

Where the hiring of school premises or school facilities for work with children, regardless of whether the children are on the school roll, is directly supervised or managed by school staff, the hirer will abide by the school's safeguarding arrangements. Where the services are provided separately by another body, the school will seek assurance that the body concerned has the appropriate safeguarding procedures in place. The school will inspect the provider's safeguarding policy prior to the commencement of the letting.

The school will ensure that safeguarding requirements are communicated with the hirer prior to the letting. This will be included in the school's hire agreement document.

Failure to comply with the school's safeguarding conditions will lead to the termination of the hire agreement.

All hirers will state the purpose of the hire.

Each application will be vetted by the DSL and any concerns will be reported to the headteacher prior to approval.

When determining whether to approve an application, the headteacher will consider the following factors:

- The type of activity
- Possible interferences with school activities
- The availability of facilities
- The availability of staff
- Health and safety considerations
- The school's duties with regards to the prevention of terrorism and radicalisation
- Whether the letting is deemed compatible with the ethos of the school

An application will not be approved if the hirer's purpose:

- Is aimed at promoting extremist views.
- Involves the dissemination of inappropriate materials.
- Contravenes the statutory Prevent duty.
- Is likely to cause offence to public taste and decency (except where this is, in the opinion of the trust, balanced or outweighed by freedom of expression of artistic merit).

If any members of staff have concerns regarding the purposes for which the hirer is using the facilities, they will contact the headteacher immediately.

The headteacher will file an incident report form if they have reason to believe that the letting has been used for political purposes not previously authorised, the dissemination of inappropriate material or any other purpose that contravenes the Prevent duty.

Where an individual group is found to be promoting views in contravention of the school's Prevent duty, the person or group is guilty of an offence, under the Education Act 1996, the school will contact the police or school security who will remove the person or group from the school premises.

All hirers will read and review the school's Child Protection and Safeguarding Policy.

8. Asbestos

The school's Asbestos Management Policy will be available to hirers.

The site manager will inform all hirers of any asbestos-containing materials (ACMs).

When approving the applications to hire the premises, the site manager and the headteacher will conduct a risk assessment to establish whether the requested purpose of use will disrupt any ACMs.

The known ACMs on the school's premises are: NONE

The site manager will ensure that the hirers have access to the school's asbestos management survey.

The site manager will ensure that the hirers have access to the school's Asbestos Management Plan.

If the school finds that there has been, or may have been, an unplanned disturbance of asbestos, the following action will be taken:

- The hirers will be informed by the governing board immediately
- All activities will stop, and everyone will be evacuated from the affected area
- Staff, pupils and visitors will not be allowed to re-enter the affected areas until any necessary remedial action has been taken
- Items, including equipment, books, or personal belongings, will not be moved from the area
- Advice will be sought from an asbestos expert regarding remedial action

Unless the incident is minor, the school will notify the HSE, as this is a legal requirement under The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

Hirers should have procedures in place to deal with the unintended or unexpected release of asbestos.

Anyone who has come into contact with asbestos, and is concerned about their exposure, will be advised to contact their GP.

The school's AMP will detail the procedures for staff to follow in the event of an incident, and this will be communicated to all staff and hirers.

9. Emergencies and health and safety

The site manager, SBM and headteacher will undertake relevant risk assessments before activities are carried out on the premises to ensure the safety of the hirer and any additional visitors.

In case of an emergency, the on-site telephones can be used to call the emergency services.

The site manager will check first aid kits daily to ensure their stock levels remain high and, where necessary, restock the first aid kits with the relevant items.

The site manager will show hirers where first aid kits are should they be required.

A first aider (provided by the hirer) will be on site at all times.

Smoking is not permitted on the premises at any time.

The hirer familiarises themselves with the school's Fire Risk Assessment and other relevant risk assessments before using the premises.

The SBM will make copies of the school's Fire Evacuation Plan available to the hirer on arrival at the school.

The hirer will be shown the school's fire exits and evacuation points by the site manager on arrival.

The hirer will be provided with a copy of the school's Health and Safety Policy and will be expected to act in accordance with it at all times.

10. Using the site

The hirer will liaise with the site manager to ensure the school remains secure before, during and after use.

Hirers will be given an emergency contact number for the site manager in case of any security breach.

The school premises are closed after 8:00pm to avoid any noise complaints from neighbouring residents.

Where required the site manager or caretaker will remain on site until 6:00pm to hand over control of the premises to the first hirer of the evening.

Keys/security codes will not be passed to any hirer or other person without written permission from the headteacher.

The site manager or caretaker will return to the site before the last hirer leaves, to ensure the site is clean and secure ready for the next day.

The school uses a 'three strike' rule when handling noise complaints lodged against hirers.

- **Strike one** – hirers will receive a verbal warning about their conduct on the school property and be warned that repeated offences will result in their booking privileges being suspended.
- **Strike two** – hirers will receive a second verbal warning and a letter explaining that the school takes a zero-tolerance approach to any excess noise. This letter will outline that any fines for noise that the school is issued may be passed on to the hirer if there is sufficient evidence to do so.
- **Strike three** – the hirer will be barred from booking the school premises for any activity for a period of two months. The governing board also expects the hirer to issue an apology to the school and complainant in writing.

The use of public announcement systems and loudspeakers must be agreed with the headteacher and site manager, this agreement must include a maximum noise level which is not to be exceeded.

The school's car park is available to hirers during their time on the premises; however, the governing board and school will not accept responsibility for any loss, damage or accident that may occur whilst the car park is in use.

Hirers will only use the car parking spaces allocated and, should any additional spaces be required, the site manager will find suitable spaces on the school grounds.

In the event of additional parking being required, the site manager will ensure the school premises remain accessible to the emergency services, should they be required.

Alcohol will not be brought on to, or consumed on, the premises unless the school holds a licence to sell alcohol and this has been agreed in writing with the headteacher.

11. Equipment

Hirers will identify any equipment they require from the school and detail this in their application form; hirers must seek permission from the governing board to use any additional equipment once the form has been submitted.

The site manager will conduct an inventory of all the equipment that the hirer requests, noting its condition. The site manager will review this inventory after the hirer uses the equipment to ensure its proper use.

Furniture and fittings will not be removed or interfered with in any way unless permission has been granted by the site manager or headteacher. Where permission has been granted, the site manager will oversee the move.

If a furniture move has been agreed, the hirer and site manager will negotiate restoring the premises back to its original state.

Any damage to equipment, furniture or the building will result in the hirer being charged the cost of any repairs or replacements.

Any seating provided is limited to the number of chairs on the premises.

Hirers are allowed to bring their own equipment on to the premises; however, they will be required to acknowledge this in their application form.

The hirer will ensure that any equipment that they provide meets the relevant health and safety standards.

The school cannot be considered responsible if any of the hirer's equipment is damaged, stolen or lost whilst being used on the premises.

CCTV systems will be used to monitor events and identify incidents taking place whilst the premises are in use, in accordance with the school's Surveillance and CCTV Policy.

Hirers will report any stolen or missing equipment to the site manager immediately.

Risk assessments for manual handling will be carried out by the headteacher and site manager in accordance with the school's Manual Handling Policy.

Food and drink may be prepared on the premises; however, hirers must seek direct permission from the governing board.

The hirer will prepare food and drink in line with current food and hygiene regulations.

12. Data protection

The school will adhere to the Data Protection Policy at all times.

The DPO will undertake the requisite due diligence to ensure that the hirer is compliant with the relevant data protection legislation.

The DPO will provide hirers with the statutory privacy information in the form of the Privacy Notice for Third Parties.

The DPO will ensure that the hirer's information is processed in accordance with the UK GDPR and Data Protection Act 2018.

13. Monitoring and review

This policy is reviewed annually by the governing board and the headteacher.

Any changes made to this policy will be communicated to all relevant members of staff and all hirers.

Premises Application Form

The school will process the data collected in this form in accordance with the UK GDPR and Data Protection Act 2018. For further information about how the school will process your data, please see our Privacy Notice for Third Parties, which can be accessed on the school website.

Details	
Named individual	
Company name	
Address (for invoicing purposes)	
Contact number	
Email address	
Deposit amount	
Payment method	
Requirements	
Date of hiring	
Time of hiring	
Room(s)	
Equipment needed	
Details of any equipment you will be using on the premises	
Purpose	
Details of the event	
Will you be working with children and/or young people?	

If yes, have you attached a copy of your safeguarding policy?	
Start time	
End time	
Expected attendance	
By signing this document, I acknowledge that I have read, understood and agree to the terms of this Lettings Policy. **I acknowledge that my signature confirms all the details in this application form are correct.**	
Signed	
Date	

Hire Agreement

The school will process the data collected in this agreement in accordance with the UK GDPR and the Data Protection Act 2018. For further information about how the school will process your data, please see our Privacy Notice for Third Parties, which can be accessed on the school website.

Name of school	
Name of the hirer	
Hirer's address	**Line 1:**
	Line 2:
	Town:
	County:
	Postcode:
Hirer's Telephone	**Landline:**
	Mobile:
Areas of the school to be used	
Specific nature of use	
Maximum attendance	
Details of any school equipment used	
Date(s) of hire	**Date 1:**
	Date 2:
	Date 3:

Period(s) of hire	**Period 1:**
	Period 2:
	Period 3:
Fee (specify per hour or per session)	**£ _____ per hour/per session**

The governing board agrees to hire the premises to the hirer on the date(s) and for the period(s) mentioned above, upon payment of the fee specified.

The hirer accepts all the conditions of hire as set out in the attached terms and conditions document.

The hirer's attention is specifically drawn to the indemnities contained in the hire conditions, and the need to ensure that suitable insurance cover is in place for any loss, damage or injury.

Hirer's signature	
Date	

Chair of the governing board's signature	
Date	

Signed by:

Chair of governors

Date: