

# Broadbent Fold Primary School and Nursery



## Lettings Policy for Maintained Schools

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## **Statement of intent**

Broadbent Fold Primary School and Nursery 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

- 1.1. This policy has due regard to all relevant legislation 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 General Data Protection Regulations (GDPR)
  - Data Protection Act 2018
  - Education Act 1996
- 1.2. This policy has due regard to the following guidance:
  - DfE (2015) 'Advice on standards for school premises'
  - **[Updated]** DfE (2020) 'Keeping children safe in education'
  - DfE (2015) 'The Prevent duty'
- 1.3. This policy operates in conjunction with the following school policies:
  - First Aid Policy
  - Health and Safety Policy
  - Child Protection and Safeguarding Policy
  - CCTV Policy
  - Data Protection Policy

## 2. Definitions

- 2.1. 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.
- 2.2. 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.
- 2.3. Use of the premises for activities such as staff meetings, parents' meetings, governing body meetings, out of school hours learning/study 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.
- 2.4. 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](mailto:schoolsassests.capital@education.gov.uk).

### **3. Roles and responsibilities**

3.1. 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, as per paragraph 2.4 of this policy.
- Establishing any safeguarding risks associated with the letting.
- 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.

3.2. The headteacher is responsible for:

- Ensuring compliance with the premises licence.
- Liaising with the governing body 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.
- 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.

3.3. 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.
- 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 have read the CCTV Policy.

3.4. The DPO 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 hirer's information is stored in accordance with the Data Protection Policy.

3.5. 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 body of the activities that will be undertaken on the premises.

## 4. Charges

4.1. 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 using the school's equipment, if applicable
- Profit element, if applicable

4.2. 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.

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

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

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

- 4.6. A charging tariff may be established to ensure that access is affordable for particular individuals and groups.
- 4.7. Hirers will provide the school with at least five days' notice before cancelling a booking.
- 4.8. If hirers fail to comply with paragraph 4.9, the school will keep the hirers deposit.
- 4.9. If the whole fee has not been paid, the school reserves the right to refuse the hirer entry to the premises.
- 4.10. 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.
- 4.11. 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**

- 5.1. 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**

- 6.1. The governing body has overall responsibility for the management of lettings.
- 6.2. 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.
- 6.3. The headteacher may delegate aspects of the management of lettings to other relevant members of staff, such as the site manager.
- 6.4. If the headteacher has any concerns regarding the activities the hirers are conducting, they will consult the governing body and reach a decision together.
- 6.5. Organisations wishing to hire the premises will approach the headteacher, who will identify their requirements and clarify the facilities available.
- 6.6. The governing body 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.
- 6.7. Once the letting has been approved by the governing body, 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.

- 6.8. The hirer will be invoiced for the cost of the letting as appropriate in accordance with the governing body's charges decision.
- 6.9. The hirer will be a named individual and the agreement should be in their name, giving their permanent private address.
- 6.10. 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 etc. (which are funded from the school's delegated budget).
- 6.11. Fees can be paid in cheque or bank transfer. The hirer will state how they intend to pay in their application form.
- 6.12. The SBM will provide the hirer with the relevant bank details.
- 6.13. 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**

- 7.1. Organisations submitting a lettings request involving working with children and/or young people will submit a signed copy of their current safeguarding policy.
- 7.2. All hirers must state the purpose of the hire.
- 7.3. Each application will be vetted by the DSL and any concerns will be reported to the governing body prior to approval.
- 7.4. When determining whether to approve an application; the governing body 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
- 7.5. 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).

- 7.6. If any members of staff have concerns regarding the purposes for which the hirer is using the facilities, they should contact the headteacher immediately.
- 7.7. 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.
- 7.8. 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.
- 7.9. All hirers will read and review the school's Child Protection and Safeguarding Policy.

## **8. Asbestos**

- 8.1. The site manager will inform all hirers of any asbestos-containing materials (ACMs).
- 8.2. 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.
- 8.3. 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 body 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
- 8.4. 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).
- 8.5. Hirers should have procedures in place to deal with the unintended or unexpected release of asbestos.
- 8.6. Anyone who has come into contact with asbestos, and is concerned about their exposure, will be advised to contact their GP.



## 9. Emergencies and health and safety

- 9.1. The site manager 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.
- 9.2. In case of an emergency, the on-site telephones can be used to call the emergency services.
- 9.3. A first aider (provided by the hirer) will be on site at all times.
- 9.4. Smoking is not permitted on the premises at any time.
- 9.5. The hirer familiarises themselves with the school's risk assessments before using the premises.
- 9.6. The headteacher will make copies of the school's Fire Evacuation Plan available to the hirer on arrival at the school.
- 9.7. The hirer will be shown the school's fire exits and evacuation points by the site manager on arrival.
- 9.8. 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

- 10.1. The hirer will liaise with the site manager to ensure the school remains secure before, during and after use.
- 10.2. Hirers will be given an emergency contact number for the site manager in case of any security breach.
- 10.3. The school premises are closed after 06:00pm.
- 10.4. Keys/security codes will not be passed to any hirer or other person without written permission from the governing body.
- 10.5. The site manager will return to the site before the last hirer leaves, to ensure the site is clean and secure ready for the next day.
- 10.6. The academy 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 body also expects the hirer to issue an apology to the school and complainant in writing.
- 10.7. The site manager will ensure the school premises remain accessible to the emergency services, should they be required.
  - 10.8. 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

- 11.1. Hirers will identify any equipment they require from the school and detail this in their application form; hirers must seek permission from the governing body to use any additional equipment once the form has been submitted.
- 11.2. 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.
- 11.3. 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.
- 11.4. If a furniture move has been agreed, the hirer and site manager will negotiate restoring the premises back to its original state.
- 11.5. Any damage to equipment, furniture or the building will result in the hirer being charged the cost of any repairs or replacements.
- 11.6. Any seating provided is limited to the number of chairs on the premises.
- 11.7. Hirers are allowed to bring their own equipment on to the premises; however, they will be required to acknowledge this in their application form.
- 11.8. The hirer will ensure that any equipment that they provide meets the relevant health and safety standards.
- 11.9. The school cannot be considered responsible if any of the hirer's equipment is damaged, stolen or lost whilst being used on the premises.
- 11.10. 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 CCTV Policy.
- 11.11. Hirers will report any stolen or missing equipment to the site manager immediately.
- 11.12. Food and drink may be prepared on the premises; however, hirers must seek direct permission from the governing body.

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

## **12. Data protection**

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

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

## **13. Monitoring and review**

13.1. This policy is reviewed annually by the governing body and the headteacher.

13.2. The scheduled review date for this policy is date September 2022.

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

**SCHOOL LETTING - INITIAL REQUEST FORM**

Name of Applicant: .....

Address: .....

Telephone Number: .....

Name of Organisation: .....

Activity of Organisation: .....

Details of Premises Requested (Community Room, Hall, Playground, Football Pitch etc):

.....

Day of Week Requested: .....

*First choice:* .....

*Second choice:* .....

Third choice: .....

Start Time: .....

Finish Time: .....

*(please allow time for your preparation and clearing up)*

Dates Required: .....

Use of School Equipment (please specify your request):

.....

Details of any Electrical Equipment to be brought:

.....

Maximum Number of Participants: .....

Age Range of Participants: .....

Number of Supervising Adults: .....

Relevant Qualifications of Supervising Adults: .....

Where applicable have List 99 and/or DBS checks been carried out? When? By Whom?

.....

.....

*Dates during the year when the Hall will be unavailable due to school use or closure will be issued at the beginning of the school year in September. These dates may be subject to change, but prior notice will always be given if the premises become unavailable due to unforeseen circumstances.*

The Hirer confirms that adequate and appropriate insurance cover is in place for the activity to be carried out (*see Terms and Conditions for further details*).

The Hirer confirms that arrangements are in place with reference to First Aid (*see Terms and Conditions for further details*).

The Hirer undertakes to comply with the regulations regarding the use of own electrical equipment (*see Terms and Conditions for further details*).

Any other relevant information: .....

.....

***I confirm that I am over 18 years of age, and that the information provided on this form is correct.***

**Signed:** .....

**Date:** .....

# HIRE AGREEMENT

1. The Governing Body of Broadbent Fold Primary School and Nursery.
2. The Hirer: .....
- Address: .....
- .....
- Telephone: .....
3. Areas of the School to be Used: .....
4. Specific Nature of Use: .....
5. Maximum Attendance: .....
6. Details of any School Equipment to be Used: .....
7. Date(s) of Hire: .....
8. Period(s) of Hire: .....
9. Fee (*specify per hour or per session*): £
10. The Governing Body agree to hire the premises to the Hirer on the date(s) and for the period(s) mentioned above, upon payment of the fee specified.
11. The Hirer accepts all the conditions of hire as set out in the attached Terms and Conditions document.
12. The Hirer's attention is specifically drawn to the indemnities contained in the hire conditions, and the need to obtain suitable insurance cover for any loss, damage or injury.

**Signatures:** ..... (The Hirer)

..... (On behalf of the Governing Body)