



Dore Primary School

Lettings Policy

Version	2
Author	Lynnette Glossop & Richard Abbott
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Statement of intent

Dore 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.

As a Rights Respecting School, the best interests of the child are a top priority (article 3) and we ensure children know about their rights. These include the right to an education (article 28) and the right to a special education for anyone with a disability (article 23).

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 must be followed at all times.

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

Signed by:

Headteacher

Date:

Chair of governors

Date:

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
 - The Health and Safety at Work etc. Act 1974
 - Health and Safety (First-Aid) Regulations 1981
 - The Counter Terrorism and Security Act 2015
 - The Education Act 1996
- 1.2. This policy has due regard to the following guidance:
 - DfE (2015) 'Advice on standards for school premises'
- 1.3. 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**
 - **Premises Risk Assessment**
 - **Surveillance and CCTV Policy**
 - **Manual Handling Policy**
 - **Asbestos Management 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 allow its premises to be let out; however, the letting arrangement will not interfere with the primary activity of the school, which is to provide a high-quality and safe teaching environment.
- 2.3. Use of the premises for activities such as staff meetings, parents' meetings, governing board 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. For this purpose the 'hirer' is defined as the person or company who is hiring the room or space from Dore Primary School.

3. Roles and responsibilities

- 3.1. The **governing board** 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 a legal expert with regards to the transaction, for specialised guidance.
- 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 to charge for using 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.
- 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 **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.

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.
- Showing the **hirers** how to properly secure and lock the premises after use.
- Maintaining and checking equipment to ensure the general upkeep of the site and its facilities.
- Organising any repairs and/or replacement of equipment.

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

3.4. **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.
- 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.
- Reviewing and adhering to the school's **School Premises Risk Assessment**

4. Charges

4.1. The **governing board** is responsible for determining charges for the letting of the school premises – a charge may be imposed in order 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 terms and conditions)
- Costs of using the school's equipment, if applicable
- Profit element, if applicable

4.2 The charge issued for each letting will be reviewed annually by the **governing board**.

4.3 The **Governors** request that the review of charges will take place in the summer term, with readiness for September that year.

- 4.4 Current charges will be provided to the **governing board** in advance of any letting being arranged.
- 4.5 A charging tariff may be established to ensure that access is affordable for particular individuals and groups.
- 4.6 The school requires a **10 percent** deposit of the overall fee to be paid to the school to secure a booking.
- 4.7 The remaining amount will be paid to the school on or before the requested booking date.
- 4.8 **Hirers** will provide the school with at least **five days'** notice before cancelling a booking.
- 4.9 If **hirers** fail to comply with paragraph 4.9, the school will keep the **hirers** deposit.
- 4.10 If the whole fee has not been paid, the school reserves the right to refuse the **hirer** entry to the premises.
- 4.11 In the event any fees are outstanding after the **hirer** has used the premises, their organisation may be barred from using the school facilities until the full amount has been paid.
- 4.12 On confirmation of letting, the hirer will be notified of a payment schedule.
- 4.13 Any invoices remaining unpaid after 30 days will incur a 5% charge of the outstanding amount.

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 board** 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 board**.
- 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 board** 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 board** will review the application; the **governing board** has 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 board**, a letter of confirmation will be sent to the **hirer**, setting out the full details of the letter 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 board’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, in order to offset the costs of services, staffing etc.
- 6.11 Fees must be paid by bank transfer.
- 6.12 The **Office Manager** 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 booking 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 board** prior to approval.
- 7.4 When determining whether to approve an application; the **governing board** 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/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 school's **Asbestos Management Policy** will be available to **hirers**.
- 8.2 The **site manager** will inform all **hirers** of any asbestos-containing materials (ACMs), if they are likely to be affected or disturbed by the hirer.
- 8.3 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.
- 8.4 The known ACMs on the school's premises are detailed in the School's Asbestos Register. The **site manager** will ensure that the **hirers** have access to the school's asbestos management survey.
- 8.5 The **site manager** will ensure that the **hirers** have access to the school's Asbestos Management Plan (AMP).
- 8.6 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

- 8.7 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.
- 8.8 Anyone who has come into contact with asbestos, and is concerned about their exposure, will be advised to contact their GP.
- 8.9 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

- 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 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.
- 9.6 The hirer familiarises themselves with the school's Fire Risk Assessment and other relevant risk assessments before using the premises.
- 9.7 The headteacher will make copies of the school's Fire Evacuation Plan available to the hirer on arrival at the school.
- 9.8 The hirer will be shown the school's fire exits and evacuation points by the site manager on arrival.

10 Using the site

- 10.1 Hirers will be given an emergency contact number for the site manager in case of any security breach.
- 10.2 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.
- 10.3 The gates to the school car park are locked between 8.15am - 9.15am and 2.45pm - 4.45pm.

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 board 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**. In the event 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 **Surveillance and CCTV Policy**.
- 11.11 Hirers will report any stolen or missing equipment to the **site manager** immediately.
- 11.12 Risk assessments for manual handling will be carried out by the **headteacher** and **site manager** in accordance with the school's **Manual Handling Policy**.
- 11.13 Food and drink may be prepared on the premises; however, **hirers** must seek direct permission from the governing board.

12 Monitoring and review

- 12.1 This policy is reviewed **annually** by the **governing board** and the **headteacher**
- 12.2 The scheduled review date for this policy is **June 2022**.
- 12.3 Any changes made to this policy will be communicated to all relevant members of staff and all hirers.

Premises Application Form

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:	
<p>By signing this document, I acknowledge that I have read, understood and agree to the terms of this Lettings Policy.</p> <p>I acknowledge that my signature confirms all the details in this application form are correct.</p>	
Signed:	
Date:	

Hire Agreement

The governing board of **Dore Primary School**

The hirer:

Address:

.....

.....

Telephone:

Areas of the school to be used:

Specific nature of use:

Maximum attendance:

Details of any school equipment to be used:

Date(s) of hire:

Period(s) of hire:

Fee (specify per hour or per session): £

The governing board 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.

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:	
Chair of the governing board's signature:	

