



Lettings Policy

Updated By: Sarah Garratt
Adopted by Governors: January 2022
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Statement of intent

Highfields 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.

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
- 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'
- 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
- Fire Safety Policy
- Health and Safety Policy
- Child Protection and Safeguarding Policy
- Letting School Premises Risk Assessment
- CCTV Policy
- Manual Handling Policy
- GDPR 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 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 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.

3 Roles and responsibilities

3.1 The headteacher 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 transactions, 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 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 site manager 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 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, e.g. the Fire Safety Policy and the Health and Safety Policy.
- Reviewing and, where necessary, amending the school's Premises Risk Assessment to help ensure the safety of the hirer and their visitors.
- 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 ensure they have read the CCTV Policy.

3.4 The DPO is responsible for:

- Being the main point of contact for GDPR 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 GDPR 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, required safeguarding training 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.
- Adhering to the school's Letting School Premises Risk Assessment.

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 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
- 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 The school requires a 100% deposit of the overall fee to be paid to the school to secure a booking.

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

4.9 If hirers fail to comply with paragraph 4.8, 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 will be barred from using the school facilities until the full amount has been paid.

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 headteacher 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 or finance officer.
- 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 finance officer, who will identify their requirements and clarify the facilities available.
- 6.6 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.
- 6.7 Once the letting has been approved by the headteacher, a communication 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, staffing etc. (which are funded from the school's delegated budget).
- 6.11 Fees can be paid by bank transfer only.
- 6.12 The finance officer 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, and records of safeguarding training completed by the hirer.
- 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 school's Health and Safety Policy will be available to hirers.

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

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 site manager will ensure that the hirers have access to the school's surveys.

8.5 The site manager will ensure that the hirers have access to the school's relevant plan.

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 (RIDDOR).

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

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

8.10 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. They will also provide and bring onto the site a fully stocked first aid kit.

9.4 Smoking is not permitted on the premises at any time.

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

9.6 The finance officer will make copies of the school's Fire Evacuation Plan available to the hirer at the time of booking and payment.

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 9:30pm to avoid any noise complaints from neighbouring residents.

10.4 The site manager, or key holder will remain on site until 6:00pm to hand over control of the premises to the first hirer of the evening.

10.5 Keys/security codes will not be passed to any hirer or other person.

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

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

- **Strike one** – hirers will receive a 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 two** – the hirer will be barred from booking the school premises for any activity for a period of twelve months. The governing board also expects the hirer to issue an apology to the school and complainant in writing.

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

10.9 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.

10.10 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.

10.11 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.

10.12 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 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 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 Risk assessments for manual handling will be carried out by the 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.

11.14 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 GDPR Protection Policy at all times.

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

12.3 The DPO will provide hirers with the statutory privacy information in the form of the [Privacy Notice for Third Parties](#).

12.4 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 tri-annually by the governing board and the headteacher.

13.2 The scheduled review date for this policy is 1 January.

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

14 School administration procedures

14.1.1.1 Upon receipt of a verbal application to hire the school premises the finance officer will check to ensure that all of the essential criteria are met for the premises to be let.

14.1.1.2 The finance officer will speak with the site manager to ensure that he is available to open and close the school premises on the date/times requested by the proposed hirer.

14.1.1.3 After the criteria has been met, the fee will be calculated, and the hirer will be requested to call into school to complete and sign the Application for Hire of School Premises form, and make full payment directly in the schools bank account.

14.1.1.4 Upon receipt of the signed application form and full payment the let will be confirmed and the schedule of hirers updated with the letting number from the lettings pad, by the finance officer, this will then be distributed to the office manager and site manager.

14.1.1.5 After the letting has been completed at the end of that calendar month an overtime form will be completed and submitted for the site manager to claim payment for opening/closing the school over the hire period.

Appendices

Appendix I – Premises Application/Booking Form



Application for Hire of School Premises

Name of School

Highfields Primary School

Name & Address of Hirer

[Empty text box for Name & Address of Hirer]

Email

[Empty text box for Email]

Mobile Number

[Empty text box for Mobile Number]

Purpose of Letting

[Empty text box for Purpose of Letting]

Date of Hire

[Empty text box for Date of Hire]

Times of Hire

[Empty text box for Times of Hire]

Accommodation Required

Quantity Required

Hall

[Empty text box for Hall Accommodation]

[Empty text box for Hall Quantity]

Classroom

[Empty text box for Classroom Accommodation]

[Empty text box for Classroom Quantity]

Playing Field	<input type="text"/>	<input type="text"/>
Toilets	<input type="text"/>	<input type="text"/>
Chairs	<input type="text"/>	<input type="text"/>
Tables	<input type="text"/>	<input type="text"/>

In consideration of this application being granted I agree to pay Highfields Primary School on demand hiring fees in accordance with the schedule of charges and regulations for the Hire of School Premises, and I undertake to comply with the said regulations. I also agree to pay Highfields Primary School the amount of any damage which may be occasioned to the property of the school and to indemnify them from and against all actions, claims, demands, losses, costs, damages and expenses which may be brought or made against them by any person in respect of any injury or damage sustained by them in consequence of or arising out of the use of the said accommodations as a result of this application.

I am over 18 years of age.

I certify that all adults working with children or vulnerable adults have had the necessary DBS checks and safeguarding training as detailed in the lettings policy.

Signed	<input type="text"/>	Date	<input type="text"/>
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Signature of Witness

Name & Address of Witness

For Office Use Only

Authorised by Head Teacher

Accepted by Site Manager

Appendix 2 – Schedule of Charges



Schedule of Charges for Lettings of Highfields Primary School

Sessional Charge (Payable each time the facilities are used)

Monday - Friday	£20.00
Saturday	£30.00
Sunday	£35.00

Hourly Charges

School Hall	£20.00
Playground	£15.00
Chairs	£1.50 per dozen
Tables	£1.00 each