



Play, Learn and Grow...Together!

# Ordsall Primary School

## Lettings Policy

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**Reviewed by:** Karl Hopkinson (Headteacher)

**Approved by:** Governing Body

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## Contents:

### Statement of intent

1. [Legal framework](#)
2. [Definitions](#)
3. [Roles and responsibilities](#)
4. [Charges](#)
5. [Managing lettings](#)
6. [Safeguarding](#)
7. [Emergencies and health and safety](#)
8. [Using the site](#)
9. [Equipment](#)
10. [Data protection](#)
11. [Monitoring and review](#)

### **Appendices**

- a) [Premises Application Form](#)
- b) [Hire Agreement](#)
- c) [Model Terms and Conditions for Hiring the Premises](#)

## **Statement of intent**

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

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 (2023) 'Keeping children safe in education 2024'
- DfE (2023) 'The Prevent duty: safeguarding learners vulnerable to radicalisation'
- DfE (2023) 'After-school clubs, community activities and tuition: safeguarding guidance for providers'

This policy operates in conjunction with the following school policies:

- First Aid Policy
- Health and Safety Policy
- Child Protection and Safeguarding Policy
- Manual Handling 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 body 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 Local Authority (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: [schoolsassets.capital@education.gov.uk](mailto:schoolsassets.capital@education.gov.uk).

### 3. Roles and responsibilities

The governing body will be responsible for:

- Ensuring any safeguarding risks associated with the letting are identified and addressed.
- Ensuring hirers have appropriate child protection and safeguarding policies and procedures in place.
- Ensuring hirers follow the DfE's 'After-school clubs, community activities and tuition: safeguarding guidance for providers'.
- 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 will be 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.
- The overall oversight of the letting, handling any queries from the hirer.
- 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.
- 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 will be 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, if necessary.
- Organising any repairs and/or replacement of equipment.
- Notifying the hirer of any known asbestos in the school.

Hirers will be 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.
- 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.
- Adhering to the DfE's 'After-school clubs, community activities and tuition: safeguarding guidance for providers'.

## 4. Charges

The governing body will be 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

The charges for each letting are as follows:

School hall: £30 per hour or part thereof.

Community bungalow (includes refreshments and use of interactive whiteboard and flipchart): £60 per letting.

School facilities during non-term times (holiday clubs): price to be discussed on an individual basis depending on the needs of the booking.

The school requires a 10% deposit of the overall fee to be paid to the school to secure a booking.

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

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

If hirers fail to provide sufficient notice, the school will keep the hirer's 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. Managing lettings**

The governing body will have 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 or School Business Manager (SBM).

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 SBM, 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 this policy.

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 in cash, 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.

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.

## 6. Safeguarding

The school will ensure that appropriate safeguarding arrangements are in place when letting school premises or 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 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.

Hirers will be expected to adhere to the DfE's ['After-school clubs, community activities and tuition: safeguarding guidance for providers'](#).

The school will ensure that safeguarding requirements are communicated with the hirer prior to the letting.

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.

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.

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



## **7. Emergencies and health and safety**

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.

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

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 relevant risk assessments before using the premises.

The hirer will be made aware of the school's fire evacuation plan prior to the letting starting.

The hirer will be shown the school's fire exits and evacuation points.

## **8. 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 typically closed after 6:00pm unless an event that is being led by the school is taking place.

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

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.

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 body 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 onto, 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. Monitoring and review**

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