Holyport CE Primary School
Lettings Policy

HOLYPORT CE PRIMARY SCHOOL	
ADOPTED AND SIGNED ON BEHALF OF THE SCHOOL GOVERNING BODY ON: 8 May 2024	SIGNATURE OF GOVERNING BODY REPRESENTATIVE:
Name of Headteacher: Amanda Featherstone	Signature of Headteacher: A Featherstone
Presented to: FGB	Policy to be reviewed: Recommended annually by the LGB

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In reviewing this policy, the Governing Board has had regard to the Equality Act 2010 and carried out an equality impact assessment. It is satisfied that no group with a protected characteristic will be unfairly disadvantaged by this policy.

Statement of Intent

This School Lettings policy guidance provides a framework outlining how ODST and its member schools will manage any requests for lettings by external organisations/individuals. It is designed to ensure that clear and transparent guidelines are provided for all hirers and to ensure that ODST complies with its obligations under the Health & Safety at Work Act 1974 and meets statutory requirements for safeguarding in line with 'Keeping Children Safe in Education' (KCSiE) 2023.

Introduction

ODST is committed to ensuring that any requests for hiring of its school premises are handled in a professional and transparent way and fully consider the needs of both the school and the organisations/individuals wishing to use our premises.

Objectives

The Lettings procedure aims to:

- clarify to hirers the requirements for using school premises;
- provide a structure outlining how such requests should be made and handled by an ODST school;
- allow for any concerns relating to the procedure to be handled in a professional manner;
- enable ODST to comply with its statutory obligations under the Health & Safety at Work Act 1974
- When the use of premises involves children and young people:
    - enables ODST schools to comply with best safeguarding practice in line with KCSiE 2023
    - enables ODST schools to comply with DFE guidance 'After-school clubs, community activities and tuition: safeguarding guidance for providers' (September 2023)

Scope

- External organisations
- External individuals
- External clubs and societies
- This includes fee and non-fee paying agreements

Relevant Legislation

- Health & Safety at Work Act 1974
- Keeping Children Safe in Education 2023

Related Policies

- ODST Health & Safety Policy (Trust and School levels)
- Child Protection & Safeguarding Policy 2023
- ODST Dealing with Allegations Against Staff, Volunteers and Organisations Using School Premises 2023

Date of Review

The policy will be reviewed as required by the Board of Trustees of ODST to take account of any changes in legislation as well as feedback from ODST schools and in any event, by 31 November 2025 at the latest.

General Principles

Decisions relating to requests to hire school premises should be handled initially at local level by the relevant line manager, in liaison with the Headteacher. In all cases hirers should complete the application form (Appendix 3) so that an accurate record of every request can be captured. Support is available centrally from the ODST Operations team for any queries relating to the implementation of this policy.

Appendix 1 – Model Lettings Procedure

Terms

- **'Hirer'** refers to the group/person identified as Name of Hirer in the *Hire Agreement*.
- **'The School'** refers to the specific ODST location identified in the *Hire Agreement.*
- **'Hire Period'** refers only to those days, dates and times outlined in the *Hire Agreement*.

Application for the use of Holyport CE Primary School (the school) premises must be made to the Head of Establishment on the attached form and must be accompanied by the appropriate payments in advance of the date on which the premises are required. No booking will be confirmed unless payment is made in full at the time of application. In the case of certain regular bookings, it is possible to make arrangements for payment to be made at agreed times. These payments are not returnable if the hire is approved by the school and is not then used, but payment so made may be credited towards subsequent lettings.

The use of the premises for school functions, which have been booked at the beginning of the school year, will take priority over Lettings.

Annual Renewal

All *Hire Agreements* are valid for up to 11 calendar months. Usually this would be from September until July.

Fees

The Hirer agrees to pay to the School the fee stated in the *Hire Agreement***.** The Fee may be varied by the School at annual intervals from the date of the Agreement. The School will give 28 days' notice in writing of a variation to the Fee. If the Hirer does not wish to accept the Fee variation, then it may give 28 days' notice in writing (before the School notice runs out) to end the Agreement and in the intervening period the then current Fee will continue to apply.

The Hirer agrees to leave the premises in a clean and tidy condition as previously found prior to the session, the Hirer agrees to pay cleaning costs should the property be left in an untidy condition.

Safeguarding and Child Protection (When the activity involves children or young people, or are using the site when children and young people are present)

The Hirer specifically undertakes to ensure that all staff and volunteers providing or offering a service on behalf of the Hirer work to the standards outlined through the DFE guidance and Keeping Children Safe in Education (2023) and are familiar with and agree to follow the expectations of both this guidance and the local area procedures produced through local Safeguarding Children's Boards.

The School/School specifically reserve the right to terminate this agreement with immediate effect if the Hirer does not have the appropriate arrangements with regards to the safeguarding of children in their care. The *Hire Agreement* includes a Safeguarding Declaration.

Health & Safety Conditions

For the duration of the period of hire the Hirer must ensure the following:

a. Normal emergency procedures are followed.
b. A first aid kit is provided.
c. No School equipment is used unless expressly permitted by the School.
d. Familiarity with emergency equipment, such as fire extinguishers, alarms, mobile telephone and first aid facilities.

e. An emergency evacuation procedure is established. This will detail who will be responsible for taking control, calling emergency services and where to assemble. Consideration must be given to the needs of disabled participants. Fire practice must be undertaken as seen fit by the hirer.
f. Facilities and equipment (if made available) are used in a responsible manner, an orderly way and for the purposes for which they are hired and do not compromise the safety of the Hirer and/or their Clients, the School or the equipment.

This includes ensuring that:

- Alcohol is not consumed
- Emergency exits, fire extinguishers, alarm points are not obstructed.
- Adequate walkways are available to allow free and easy access and egress.
- No gas cylinders or canisters are used inside the Premises or on School grounds
- Combustible materials are not placed adjacent to heat sources
- Equipment is used for the purpose for which it was designed.
- Electrical equipment is PAT tested and complies with the British Standards then applicable
- Flammable or hazardous substances are not to be used.
- No open fires, candles or unauthorised electrical equipment will be used on the Premises.
- Noise levels must always be contained to a reasonable level.

Insurance, Liability and Indemnity

Holyport CE Primary School is a member of the Department for Education Risk Protection Arrangement (RPA) which provides an alternative to insurance through which the cost of risks to materialise will be covered by government funds. The RPA includes an extension for Hirers Liability which will provide an indemnity to any individual person or small organisation that the school has hired to where that person or organisation does not have public liability insurance.

Where public liability insurance cover is not already covered by the school, and for larger groups or organisations, the Hirer confirms that insurance cover in respect of both the Hirer's liability to the public and their liability to the school under the terms of this hire has been arranged with a limit of indemnity of at least £5,000,000 . **A copy of the certificate of insurance must be provided to the head of establishment before the hire takes place.**

The Hirer should arrange their own insurance to cover any activities which are physically demanding or at a higher risk of possible injury, e.g. martial arts, bouncy castle etc.

Damage to Property

The Hirer shall take good care of and shall not cause damage or permit or suffer any damage to be done to, the hired premises, or any part or parts thereof, to any fittings, equipment or other property therein. The Hirer undertakes either to make good or to reimburse the School for the cost of making good (as the School directs) any damage to the property of the School, or the School, caused by the Hirer, their staff, visitors or clients and the Hirer indemnifies the School for all damage and loss suffered by the School as a result of the hiring.

It shall be the responsibility of the hirer to satisfy himself/herself that the premises, furniture, fixtures and fittings are fit for his purpose.

The laying of any composition or other preparation on floors is prohibited.

No screws or nails shall be driven into the premises or furniture and no placards shall be affixed to any part of the premises. Those responsible for the hire of the premises shall prevent anyone sitting or standing on the windowsills, or standing on chairs, tables or any equipment.

School Security

The School agrees to make arrangements for the Premises to be opened and locked after each Hire Period and the Hirer agree to notify the School or their authorised representative where any session is to start late or end early.

Temporary Unavailability of Premises by the School

The School may give verbal notice to the Hirer that the Premises are temporarily unavailable and will be controlled by the School in the following instances:

a. where the School is closed for any reason;
b. where the Premises are in the School opinion unsafe to be used by the Hirer;
c. where there are emergency circumstances which require the use by the School of the Premises.

Access and Car Parking

The staff car park may be used by the Hirer if the Hire Period is outside of usual school business hours. The School / Trust accepts no responsibility for any loss or damage arising to or from vehicles parked in any of the Trusts Car Parks.

Nuisance

The Hirer must not (and must ensure that any person entering the Premises during the Hire Period does not) cause any nuisance or disturbance to the School or neighbours.

Additions and Alterations

The Hirer will make no alterations or additions to the Premises.

Assignment and Sub-hiring

This Agreement is personal to the Hirer and the Hirer must not assign or sub-hire the whole or any part of the Premises or allow any third party to occupy them.

Change of Contact Person

The Hirer agrees to notify the School in advance if the contact person is to change and to provide the name of the new contact person. If the transfer of contact person does not correspond with a renewal of the *Hire Agreement*, the new contact person will be required to countersign the current Agreement to demonstrate they agree to these Terms and Conditions.

Ending the Agreement

The School may end this Agreement by giving the Hirer one month's written notice to expire at any time or by immediate notice if the Hirer breaches this Agreement. The Hirer may end this Agreement at any time by giving one month's written notice to the School.

Use

The Hirer will only use the Premises for the use stated in the Hire Agreement. The use of the premises shall not be granted for any purposes that may appear questionable or undesirable or which interfere in any way with the operational activities of the Trust/school.

The time of hiring must be strictly adhered to and access to the premises for preparatory work in connection with the hiring must be covered by an extension of the hiring period.

The hirer must ensure that adequate supervision is always available and see that no unauthorised persons are permitted to enter the premises. All security and fire precaution measures must be adhered to.

If the premises are suitable and to be used for a dance, concert or stage performance, the hirer must obtain any necessary licence(s), unless the establishment already holds an annual licence.

Leisure and Entertainment Licence: obtainable from the appropriate District Council
Liquor Licence: obtainable from the clerk to the local Magistrates' Court

Prohibitions

No illegal, indecent or immoral activity is permitted, and no betting, gambling or gaming is permitted on the Premises.

Alcohol may not normally be consumed on the trust's premises, but this restriction may be waived in special circumstances. Where agreement is given for the consumption of alcohol, the hirer must accept responsibility for the compliance with the licensing laws.

Smoking on the school's premises is prohibited, including e-cigarettes/vaping; notices shall be displayed (by the hirer) at all meetings and activities open to the public specifically forbidding smoking on the premises.

No advertisements or publicity material promoting smoking shall be displayed on the school's premises. Non-observance of this restriction may lead to termination of the hiring without further notice. Any sums paid by the hirer shall be forfeited in such case. You must not use the schools/trusts name or logos in any promotional material without our prior written permission, nor does the school or trust endorse the user, or their reason for hiring the school/trust

No part of the premises may be used for auction sale, trade, business or manufacture of goods.

The hirer shall undertake not to infringe any copyright and shall undertake to indemnify the school against all proceedings, actions, claims and demands which may be taken or made against the school for any alleged infringement of any copyright.

Exclusion of Tenancy

The Licence granted under this Agreement is not intended to create the relationship of landlord and tenant and the Hirer shall not be entitled to a tenancy, or to an assured shorthold or assured tenancy, or to any statutory protection under the Housing Act 1988 or to any other statutory security of tenure now or when this agreement ends.

Cancellation

We reserve the right to cancel this Agreement with immediate effect where such use is taking or is intended to take place without having to refund any costs incurred by you, to you (including any deposit or damage deposit).

This agreement can be terminated by either party on one month's notice in writing to the other, or immediately by the School/Trust on written notice to the hirer by reason of any breach of this agreement without reimbursement of payments.

DECLARATION

I have read and will ensure observance by persons using the premises of ODST (the School Trust which owns the site of the School), the Hire Terms and Conditions (copies enclosed to be retained by the Hirer). I agree to be responsible for making good any loss or damage to the premises or equipment resulting from this hiring and will ensure that the premises and equipment are in good order at the end of the hiring.

I have/have not arranged additional Public Liability Insurance cover for a minimum of £5m. I do/do not enclose a copy of the certificate of insurance.

Signed:	Date:
Position held:	

I approve this hire on behalf of ODST

Signed:	Date:
Position held:	

One copy is to be retained by the School
One copy is to be returned to the hirer after approval
One copy is to be sent to the School Business Manager (electronic to: sbm@holportprimaryschool.co.uk)

Appendix 2 – Safeguarding / Child Protection Declaration Page 1 of 2

To be used when the activity involves children and young people, or when children and young people are on site

The User undertakes to ensure that all staff or volunteers providing a service on behalf of the User will be made aware of the Local Authority's Safeguarding Children's Board child protection procedures, the DFE guidance Keeping Children Safe in Education (2023) and the Local Authority's Safeguarding Adults Board multi-agency adult protection procedures. The User will also consider DFE guidance 'After school clubs, community activities and tuition – safeguarding guidance for providers' (2023).

Specifically, the User will take responsibility for ensuring that all required safer recruitment checks are undertaken on any adult using the school premises. (This should include enhanced DBS checks on all those likely to have unsupervised contact with children and young people or adults with care and support needs and a requirement that any allegation about inappropriate behaviour from any adult, employed or volunteering for the User is referred to:

- the Designated Officer for the Local Authority (LADO) where the alleged victim is under 18 years of age.
- the Social and Healthcare Team and raised as a safeguarding alert where the alleged victim is an adult with care and support needs
- notify the Designated Safeguarding Lead (DSL) of the school so that the school can uphold their responsibilities in line with ODST safeguarding policy, and in compliance with KCSiE 2023.

Specifically the Hirer will:

a. ensure that all individuals engaged in connection with the Hirer are subject to thorough safer recruitment checks as outlined in KCSiE 2023, including a valid enhanced disclosure check undertaken through the Disclosure and Barring Service including a check against the adults' barred list or the children's barred list, as appropriate; and
b. monitor the level and validity of the checks under (a) for each individual engaged in connection with the Hirer;
c. immediately notify the School of any information that it reasonably requests to enable it to be satisfied that the obligations of (a) and (b) have been met;
d. ensure that, at all times, the Hirer has no reason to believe that any person who is or will be employed or engaged by the Hirer is barred from doing so in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time;
e. to refer information about any person engaged in connection with the Hirer to the DBS where it removes permission for such person to be engaged in connection with the use of the School's premises (or would have, if such person had not otherwise ceased to be engaged in connection with the School's premises) because, in its opinion, such person has harmed or poses a risk of harm to children; and
f. that it shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to be engaged in connection with the use of the School's premises or who may otherwise present a risk to children.
g. ensure that all individuals working with children have an appropriate level of safeguarding training

The Hirer accepts the responsibilities to safeguard and promote the welfare of all the children or young people for whom the Hirer provides a service. The Hirer accepts the requirement to follow the guidance and procedures outlined above and under 'Safeguarding and Child Protection' of the Hire Terms and Conditions and agrees to provide a copy of its child protection policy.

Appendix 2 – Safeguarding / Child Protection Declaration Page 2 of 2

I / we agree to provide a copy of our child protection policy on request of the governing body of the school. (Note where an organisation/individual does not hold a child protection policy, then they should confirm that they are aware of the local safeguarding children's boards procedures and agree to follow these).

I / we confirm that all adults either employed or being used on a voluntary basis to provide services on behalf of [insert name of user organisation] have been through the appropriate safe recruitment checks and have received and will continue to receive appropriate safeguarding training as dictated by the Safeguarding Boards [insert name of the 'user' representative] of [insert name of the organisation] make this declaration to confirm that we agree to and accept the expectations of this agreement outlined. The user undertakes to uphold fundamental British values as defined within the Counter-Terrorism and Security Act 2015 and will not seek to express or allow any individual in their organisation to express radical or extremist views.

The Hirer confirms that all adults either employed or being used on a voluntary basis to provide services on behalf of the Hirer have been through the appropriate recruitment checks (identified in Safeguarding Children and Safe Recruitment Guidance DCSF publication 2007) and have received and will continue to receive on a three yearly cycle basic child protection training.

Signed:	Date:
Position held:	

(Please attach a copy of your organisation's child protection policy).

Appendix 3 – School Premises Booking Form

Hiring of **Holyport CE Primary School** Premises – Booking Form

one copy to be retained by the establishment after approval
one copy to be returned to the hirer after approval
one copy to be returned to the Schools Business Manager

Applications must be accompanied by the correct payment and should be made at least 21 days in advance to the Head of the Establishment. Applicants are advised not to make any arrangements regarding their booking until they receive a confirmation copy of this application.

Establishment:				
Address:				
Name & address of Hiring Organisation / Individual:				
Tel No (Day):				
Tel No (Eve):				
Email:				
Type of Hirer (please circle):	Community / National Charity / Local Charity / Business / Individual / Other			
Event Name:				
Type of Use: (e.g. public event/club, meeting/vocational, study/personal event)				
Age range:				
Days & Date of Hire:	Date (from):		Time:	
	Date (to):		Time:	
Number of Occasions:				

Facilities/Accommodation Required	FIXED RATE per session	RATE per hour	CHARGE
Total per week:			
Total per 4 weeks:			

Equipment required:	Screen / PC / Laptop / Television / Video / LCD Projector / Flipchart / Other	
Sub Total Charge:		BACS payments to: a/c name Holyport C of E Primary School, s/c 30-96-35, a/c 82960460 ☐* Please make cheques payable to Holyport C of E Primary School and enclose with this application ☐*
Total Charge:		

*please indicate payment method

Appendix 4 – Lettings Fee Schedule

Holyport CE Primary School – Lettings Fee Schedule

Buildings		**Chargeable Rate**
	School Hall	£25 per hour (up to 3 hours)
	School Hall	£125 per day (4+ hours)
	Classroom / Resources Room	£15 per hour
	Field	£20 per hour
	Playground	£20 per hour

Cleaning Costs	If hired space is not left in a clean and tidy condition	£50 Hall £15 Classroom

Equipment		**Daily Rate per item:**
	Refundable deposit (excl flipchart)	£100
	Overhead Projector & Screen (in classes/hall)	£50
	Flipchart paper (per pad)	£5