



All Children Can Succeed

Clitheroe St James' C.E. Primary School

School Lettings Policy **Clitheroe St James' C.E. Primary**

Policy confirmed by the Governing Body of Clitheroe St James' C.E. Primary School.

Date: March 2022

To be reviewed: Spring 2023

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Statement of intent

Clitheroe St James' C.E. Primary 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:

- School Premises (England) Regulations 2012
- Health and Safety at Work etc. Act 1974
- Health and Safety (First-Aid) Regulations 1981
- Counter Terrorism and Security Act 2015
- The General Data Protection Act (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 1.2 (2019) 'Keeping children safe in education'
- DfE (2015) 'The Prevent duty'

1.3. This policy operates in conjunction with the following school policies:

- Fire Safety Policy
- Health and Safety Policy
- Safeguarding Policy
- Asbestos Management 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 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. When letting to commercial businesses, the school will first seek the permission of the LA and the DfE; to contact the DfE, the school will email the details of the proposed letting to schoolsassests.capital@education.gov.uk.

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 the LA and the DfE, as per paragraph 2.4 of this policy.
- 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 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 supervisor 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.
- Reviewing and, where necessary, amending the school's Letting 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 supervisor 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.
- Organising any repairs and/or replacement of equipment.
- Notifying the hirer of any known asbestos in the school.

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 statutory privacy information is provided to the hirer.
- Assisting the hirer with any data breach investigation, where necessary.
- 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 supervisor 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 board of the activities that will be undertaken on the premises.
- Adhering to the school's Risk Assessments.

4. Charges

- 4.1. The governing board 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 board.
- 4.4. The review of charges will take place in the Spring term.
- 4.5. A charging tariff may be established to ensure that access is affordable for particular individuals and groups.
- 4.6. Hirers will provide the school with at least 4 weeks’ notice before cancelling a booking.
- 4.7. If the whole fee has not been paid, the school reserves the right to refuse the hirer entry to the premises.
- 4.8. 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.
- 4.9. 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 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 business manager or 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; 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 board, 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 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 to LCC, to offset the costs of services, staffing etc. (which are funded from the school’s delegated budget).
- 6.11. Fees can be paid in cash or cheque.
- 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 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 supervisor will inform all hirers of any asbestos-containing materials (ACMs).
- 8.3. When approving the applications to hire the premises, the site supervisor and the headteacher will conduct a risk assessment to establish whether the requested purpose of use will disrupt any ACMs.
- 8.4. The site supervisor will ensure that the hirers have access to the school's asbestos management survey.
- 8.5. 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 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
- 8.6. 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.
- 8.7. Hirers should have procedures in place to deal with the unintended or unexpected release of asbestos.
- 8.8. 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 supervisor 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. Smoking is not permitted on the premises at any time.

- 9.4. The hirer familiarises themselves with the school's Fire Risk Assessment and other relevant risk assessments before using the premises.
- 9.5. The headteacher will make copies of the school's Fire Evacuation Plan available to the hirer on arrival at the school.
- 9.6. The hirer will be shown the school's fire exits and evacuation points by the site supervisor on arrival.
- 9.7. 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 supervisor to ensure the school remains secure before, during and after use.
- 10.2. Hirers will be given an emergency contact number for the site supervisor in case of any security breach.
- 10.3. Keys/security codes will not be passed to any hirer or other person without written permission from the headteacher.
- 10.4. The school 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 board also expects the hirer to issue an apology to the school and complainant in writing.
- 10.5. The use of public announcement systems and loudspeakers must be agreed with the headteacher, this agreement must include a maximum noise level which is not to be exceeded.
- 10.6. 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.
- 10.7. Hirers will only use the car parking spaces allocated.

10.8. Alcohol will not be brought on to, or consumed on, the premises..

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 supervisor will conduct an inventory of all the equipment that the hirer requests, noting it's condition. The site supervisor 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 supervisor will oversee the move.
- 11.4. Any damage to equipment, furniture or the building will result in the hirer being charged the cost of any repairs or replacements.
- 11.5. Hirers are allowed to bring their own equipment on to the premises; however, they will be required to acknowledge this in their application form.
- 11.6. The hirer will ensure that any equipment that they provide meets the relevant health and safety standards.
- 11.7. The school cannot be considered responsible if any of the hirer's equipment is damaged, stolen or lost whilst being used on the premises.
- 11.8. Hirers will report any stolen or missing equipment to the headteacher immediately.

12. Data protection

- 12.1. The school will adhere to the Data 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 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 board.
- 13.2. The scheduled review date for this policy is March 2021.

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

PART A

NAME OF ORGANISATION:

NAME OF APPLICANT:

ADDRESS:

POSTCODE:

TELEPHONE:

NAME AND ADDRESS OF PERSON TO BE BILLED (IF NOT AS ABOVE):

POSTCODE:

TELEPHONE:

DETAILS OF PREMISES REQUIRED:

DAY:

DATES:

PURPOSE FOR WHICH PREMISES ARE REQUIRED:

REQUIREMENT	TIME	
	FROM	TO

PLEASE STATE HERE ANY SPECIAL REQUIREMENTS:

IF THE LETTING IS OF A COMMERCIAL NATURE PLEASE SUPPLY DETAILS:

APPROXIMATE NUMBER OF PEOPLE ATTENDING:

MALE: **FEMALE:**

AGE GROUP: UNDER 11 11 – 16 16 – 21 OVER 21

MEMORANDUM OF AGREEMENT OF INDEMNITY TO BE COMPLETED FOR ALL APPLICATIONS

In consideration of the Governors granting me/us use of the aforementioned premises I/we agree to pay the prescribed hire charge in advance and to replace or pay the Governors the cost of making good any damage caused to the premises by me/us.

It is further acknowledged and agreed that the Governors give no warranty of the suitability of the premises for which I/we intend to put them. I/we agree to indemnify the Governors and/or their officers, servants and agents against all actions, costs claims and demands arising out of any accidents which may occur on the said premises during their use by me/us provided that the same is not due to any negligence, omission or default of the Governors and their officers, servants or agents.

Under no circumstances shall the permanent electrical installation be altered or interfered with. Permission for the HIRERS to erect any temporary wiring or stands for specific function or purpose shall only be carried out on approval by both the Governors and Blackburn Dioceses Board of Education.

I/WE AGREE THAT ALL SCHOOL RULES ARE ADHERED TO. (PLEASE SEE SEPARATE SHEET)

I/WE ON BEHALF OF:

AGREE TO THE TERMS AND CONDITIONS HEREIN.

SIGNATURE: _____

DESIGNATION: _____

DATE: _____

SCHOOL USE ONLY

YES	NO
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1 This application for the use of school premises is acceptable to us:

2 The Governors have determined that this will be:

(a) A free letting

YES	NO
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(b) A chargeable letting at a cost of £..... per hour/session Plus VAT where applicable.

3. Lettings income is VAT Exempt:

YES	NO
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Signed (Headteacher)

1.

PART B

LETTINGS OF SPORTS FACILITIES

The letting of school sports facilities is standard rated for VAT purposes. However, if all the following conditions are met, the letting may be treated as exempt:

The series of lettings is for 10 or more sessions.	
Each session is for the same sport or activity.	
Each session is at the same place.	
The interval between each session is at least one day and not more than 14 days.	
The contract is for the whole series. This must include evidence that payment is to be made in full for the series whether or not right to use the facility for any specific session is actually exercised. A formal agreement, exchange of letters or an invoice would be sufficient evidence. Provision for a refund in the event of unforeseen non-availability of the facility would not break the condition, but provision for a refund in other circumstances would. It is acceptable for payments to be made by instalments, provided that the full amount is paid whether or not the facilities are actually used on each occasion.	
The facilities are let to a school, a club, association or an organisation representing affiliated clubs or consultant associations (such as a local league). However, if the facilities are let to an individual or private organisation rather than any of the above, the exemption does not apply, even if the other conditions are met.	
The organisation to which the facilities are let has exclusive use of them during the session.	

I/WE HAVE READ THE CONDITIONS OUTLINED ABOVE AND APPLY TO BE EXEMPT FROM PAYING VAT AS WE DO FULFIL THE CRITERIA.

Signed: _____

On behalf of: _____

Date: _____

OR

I/WE CLAIM EXEMPTION FROM VAT AS THE BOOKING IS FOR A CONTINUOUS DURATION OF MORE THAN 24 HOURS.

Signed: _____

On behalf of: _____

Date: _____

Rules for {INSERT Hirer} at St James' School

1. No school equipment other than chairs, tables and allocated cupboards shall be used, without the permission of the Headteacher/Governors.
2. No items of school equipment to be moved, other than tables and chairs.
3. All rooms are to be left in exactly the same condition as they were on arrival.
4. Any damage caused must be reported to the Headteacher/Governors as soon as possible after it happens. If necessary, a charge for repair maybe levied.
5. Suitable storage space will be allocated to the {INSERT Hirer} and that space can only be extended by discussion with the Headteacher/Governors.
6. {INSERT} may/not use the car park {terms of use to be stipulated}
7. Chewing gum is banned in the school or the yard.
8. The Governors operate a 'No Smoking' policy in the environs of the school.
9. Refreshments may/may not be eaten in the classroom/Hall {terms of use to be stipulated}.

Lettings During the Coronavirus (COVID-19) Pandemic

14. Statement of intent

At Clitheroe St James' C.E. Primary School, we recognise the importance of providing a safe environment for our pupils, staff and community alike. This addendum outlines the school's approach to letting the premises during the coronavirus outbreak, and the procedures that the school has put in place to mitigate risks.

All hirers should have due regard for the procedures outlined within this policy.

15. Legal framework

15.1. This policy has due regard for relevant legislation and guidance, including, but not limited to, the following:

- DfE (2021) 'Working safely during coronavirus'

15.2. This policy operates in conjunction with the COVID-19 Risk Assessment and school policies.

16. Cancellation

16.1. The school will amend its cancellation policy to ensure both the school and any hirers are fairly treated in the case of a cancellation due to coronavirus.

17. Risk management

Social distancing

17.1. Groups should maintain social distance rules in accordance with the current Government guidelines.

17.2. School will ensure that, if there is more than one group using different parts of the school site, groups do not come into contact with one another.

17.3. Social distancing signage will be displayed around the school.

17.4. Any individual or group found to be deliberately breaching social distancing rules will be asked to leave the school site immediately.

Infection control

17.5. Infection control measures will be implemented throughout the school site, in line with the school's risk assessment.

- 17.6. All facilities will be thoroughly cleaned between uses by different groups and after use.
- 17.7. The school will ensure contact is minimised with all individuals including pupils, staff and hirers who are unwell by ensuring that those who have coronavirus symptoms do not attend school.
- 17.8. The school will ensure individuals do not attend school if they live in a household with someone who has tested positive within the last 10 days or someone displaying symptoms of coronavirus.
- 17.9. If anyone in school becomes unwell with a new and persistent cough or a high temperature, or has a loss in their sense of smell or taste, they will be sent home and advised to self-isolate for 10 days, in line with national guidance. They will be encouraged to arrange a coronavirus test.

Precautionary measures

- 17.10. The school will ensure it takes the details of all hirers prior to allowing them onto the school site, to comply with NHS Test and Trace.
- 17.11. The school will ensure all hirers undertake an appropriate risk assessment for the activity they will be using the site for.
- 17.12. If the school is not satisfied with the risk assessment undertaken by the hirer, they will not be permitted to hire the school site.
- 17.13. Where mechanical ventilation systems exist, they will be maintained in accordance with the manufacturer's recommendations.

18. Hirer responsibilities

- 18.1. The hirer will ensure all members of their party have read and understand the relevant school policies prior to using the school site.
- 18.2. The hirer will have due regard for public health advice when undertaking activities on the school site.
- 18.3. Any individuals with symptoms of coronavirus will not attend the school site.
- 18.4. If an individual from any group develops coronavirus symptoms within 14 days of attending the site, they notify the school immediately.
- 18.5. Hirers will clean any equipment or surfaces used after they have finished any activities.

18.6. If individuals develop symptoms of coronavirus whilst on the school site, they leave the site immediately and the school follows the Managing Individuals with Coronavirus (COVID-19) Symptoms and Cases of Coronavirus in School Flowcharts.

18.7. Individuals will be required to wear a face covering in areas where social distancing between adults is difficult, unless they are medically exempt from wearing a face covering.

19. Monitoring and review

19.1. The headteacher will review this policy annex continually during the coronavirus pandemic.