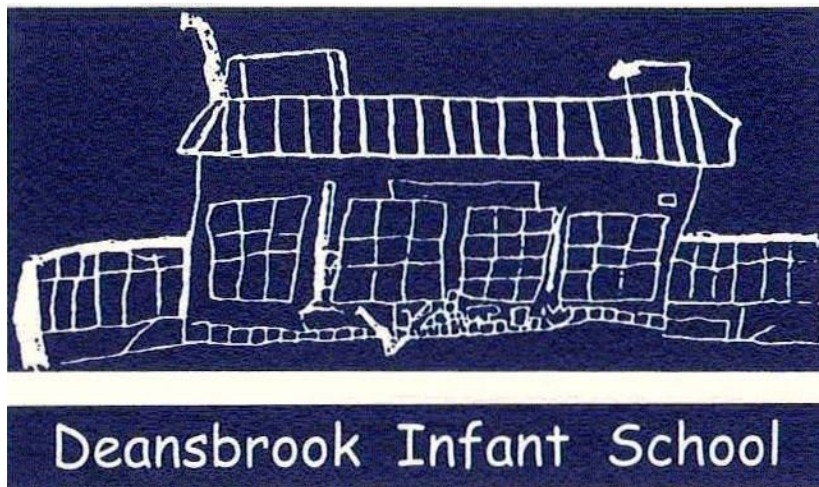


Deansbrook Infant School



Lettings Policy

Reviewed and ratified by the Governing Body: February 2024

Review Date: February 2026

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Statement of intent

Deansbrook Infant 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 2023'
- 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
- Prevent Duty Policy
- Letting School Premises Procedures
- Manual Handling Policy
- Asbestos Management Policy
- Data Protection Policy
- Allegations of Abuse Against Staff 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 board 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 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.

3. Roles and responsibilities

The governing body will be responsible for:

- Ensuring that lettings are only arranged through the letting agency
- When necessary, contacting the LA and the DfE.
- Contacting a legal expert with regards to transactions, for specialised guidance.
- 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'.
- 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.

The headteacher will be responsible for:

- Ensuring that all lettings are arranged through the letting agency
- Ensuring compliance with the premises licence.
- 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.
- 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 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.
- Ensuring that the Sharesy Privacy Notice is published on the school's website.

The site manager will be responsible for:

- Ensuring the facilities and equipment requested are clean and in a good working condition for each hirer.
- Organising any repairs and/or replacement of equipment.
- Notifying the hirer of any known asbestos in the school.

The SBM

- Meeting with the hirer before their first booking(s) and ensuring that they are clear about all procedures and regulations.
- 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.

The DPO will be 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.

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.
- Leaving the premises in a clean and tidy condition.
- Obtaining adequate public liability insurance to a minimum of £5 million.
- Providing the SBM 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 SBM.

- Reading the school's safeguarding policies and procedures and ensuring they understand the rules and procedures detailed within.
- 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 charge issued for each letting will be reviewed annually by the governing board.

The review of charges will take place in the summer term, for implementation in the beginning of the next financial year, taking effect from 1 September that year, to coincide with the academic year.

All charges will be paid through the lettings company 'Sharesy', who will pay the school, once they have taken their own fee.

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 board.

The headteacher may delegate aspects of the management of lettings to other relevant members of staff, such as the SBM/site manager.

Lettings Agency

The school has entrusted 'Sharesy' to deal with all lettings at the school. No lettings can be arranged directly through school

Organisations wishing to hire the premises will need to contact Sharesy, who will identify their requirements and clarify the facilities available. They will also check date availability. Sharesy will then inform the school about the proposed booking.

The school reserves the right to refuse the booking if it deems the activity unsuitable for school premises. No letting should be regarded as “booked” until approval has been given in writing.

Once the letting has been approved by the school, an email confirmation will be sent to the letting agency, who will liaise with the hirer, setting out the full details of the letting and enclosing the terms and conditions of the hire agreement.

The school will then contact the hirer to arrange a face-to-face pre-booking meeting at the school.

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.

5. 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.

Any safeguarding-related allegations against organisations or individuals who have hired the school premises will be managed in line with the school's Allegations of Abuse Against Staff Policy. All hirers will state the purpose of the hire.

Each application will be vetted by the DSL and any concerns will be reported to the governing board prior to approval.

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

If any members of staff have concerns regarding the purposes for which the hirer is using the facilities, they will contact the headteacher immediately.

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.

Where an individual group is found to be promoting views in contravention of the school's Prevent duty, this will be managed in line with the school's Prevent Duty Policy.

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

6. Asbestos

The school's Asbestos Management Policy will be available to hirers.

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

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.

The known ACMs on the school's premises are:

- In the roof
- In the ceiling above yellow corridor

The site manager will ensure that the hirers can have access to the school's asbestos management survey.

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

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).

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

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

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.

7. Emergencies and health and safety

The SBM will undertake relevant risk assessments before activities are carried out on the premises to ensure the safety of the hirer and any additional visitors.

The medical lead at the school will check first aid kits to ensure their stock levels remain high and, where necessary, restock the first aid kits with the relevant items.

The SBM will show hirers where first aid kits are should they be required.

Smoking or consumption of alcohol is not permitted on the premises at any time.

The hirer familiarises themselves with the school's Fire Risk Assessment and other relevant risk assessments before using the premises. The hirer will be shown the school's fire exits and evacuation points by the SBM during the site visit.

8. Using the site

The hirer will ensure the school remains secure before, during and after use and will contact the school using the supplied number if this is not the case.

Hirers will be given an emergency contact number in case of any security breach. The school premises are closed by 12:00am to avoid any noise complaints from neighbouring residents.

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

The car park is shared with the junior school and any hirer is entitled to use up to 23 parking spaces 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. Hirers will only use the car parking spaces allocated.

9. Equipment

Hirers will identify any equipment they require from the school and detail this in their application form; hirers must seek permission to use any additional equipment once the form has been submitted.

Furniture and fittings will not be removed or interfered with in any way unless permission has been granted by the SBM or headteacher. The site manager will set up the furniture and fittings required, before the booking.

Any damage to equipment, furniture or the building will result in the hirer being charged the cost of any repairs or replacements. Any seating provided is limited to the number of chairs on the premises. This is all arranged by Sharesy.

Hirers are allowed to bring their own equipment on to the premises; however, they will be required to acknowledge this in their application form. The school cannot be considered responsible if any of the hirer's equipment is damaged, stolen or lost whilst being used on the premises.

Food and drink may be prepared on the premises. The hirer will prepare food and drink in line with current food and hygiene regulations.

10. Data protection

The school will adhere to the Data Protection Policy at all times. Sharesy will ensure that the hirer's information is processed in accordance with the UK GDPR and Data Protection Act 2018.

11. Monitoring and review

This policy is reviewed bi-annually by the governing board and the headteacher.

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

