

# George Spicer Primary School

## Lettings Policy

**Inspire, Empower, Improve**

'Learning well today to make a better tomorrow'

Date of Policy	October 2022
Headteacher	Dominic Spong
Chair of Governors	Anne Del Greco & Deborah Dykins
Review date	April 2024
Approved by	Resources Committee

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## Statement of intent

George Spicer 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.

## Legal

**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

- The General Data Protection Act (GDPR)
- Data Protection Act 2018

**This policy has due regard to the following guidance:**

- DfE (2015) 'Advice on standards for school premises'
- DfE (2018) 'Keeping children safe in education'
- DfE (2015) 'The Prevent duty'

**This policy operates in conjunction with the following school policies:**

- Fire Safety Policy
- Health and Safety Policy
- Child Protection Policy
- Surveillance and CCTV Policy
- Asbestos Management Policy

## 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 sports 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.**

## Roles and responsibilities

**The School Business Manager 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.
- 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.
- Ensuring that the school has the correct insurance in place for hiring out the premises.
- Working with the Finance Officer to ensure all relevant policies and procedures are implemented and made available to hirers.
- Ensuring that the hirer's information is stored in accordance with the Data Protection Policy

**The Finance Officer is responsible for:**

- The overall coordination of the letting; handling any queries; communicating any relevant information to the hirer (e.g. fire safety precautions)
- Liaising with the SBM and Site Manager to establish whether or not the proposed activity is suitable for the premises.
- Checking the hirer has the appropriate public liability insurance.
- Reviewing the relevant safeguarding checks carried out by the hirer to ensure they comply with the school's policies.

**The Site Manager are responsible for:**

- Appointing a designated site staff.
- 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 at all times.

- Organising any repairs and/or replacement of equipment.
- Ensuring that the hirer is familiar with fire safety procedures.
- Ensuring the hirer is made aware that CCTV cameras are installed within the school.

**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.
- Leaving the premises in a clean and tidy condition.
- Obtaining adequate public liability insurance and providing the Finance Officer with proof that they hold a current and relevant insurance policy.
- Agrees to compensate the school against any damage caused during the period of hire or as a result of any theft or any breach of this agreement to the building or to any equipment or appliances belonging to the school.
- Must ensure that the firefighting and detection equipment on the premises are not interfered with. If a fire is detected the fire alarm can be activated by breaking a fire alarm and the emergency services should be called from their mobile phone or a school telephone by dialling 9 then 999.
- Obtaining all necessary safeguarding checks for all activities involving children, e.g. DBS checks, and providing proof of this to the SBM.
- Informing the school of the activities that will be undertaken on the premises.
- Must provide own first aid kits.
- An authorised person must remain at the premises until they are secured by site staff.

## Charging

**The headteacher 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"
- Costs of administration
- Costs of wear and tear
- Costs of using the school's equipment, if applicable

The charge issued for each letting will be reviewed annually by the resources committee.

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.

Current charges will be provided to the resources committee in advance of any lettings being arranged.

The school requires the full fees to be paid before the requested booking date.

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

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.

If a payment hasn't been made, the school will seek additional legal advice for payment to be recovered.

## Lettings charges

	Sketty downstairs hall	Sketty upstairs hall	Kimberley Gardens hall
Direct advertising Monday to Sunday	£35 per hour	£35 per hour	£35 per hour
Listing Agency Monday to Sunday	£50 per hour	£50 per hour	£50 per hour

## Managing lettings

- The governing board has overall responsibility for the management of lettings.
- The SBM will be delegated the day-to-day management of the lettings.
- The SBM may delegate aspects of the management of lettings to other relevant members of staff, such as the Finance Officer and Site Manager.
- If the SBM has any concerns regarding the activities the hirers are conducting, they will consult the governing board and reach a decision together.
- Organisations wishing to hire the premises will approach the Finance Officer, who will identify their requirements and clarify the facilities available.
- Once the letting has been approved by the SBM, confirmation will be sent to the hirer in writing, 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 the governing board's charges decision.
- 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 bank account. Fees can be paid by cheque or bank transfer.

**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.**

## Safeguarding

Organisations submitting a lettings request involving working with children and/or young people will submit a copy of their enhanced DBS.

All hirers must state the purpose of the hire.

When determining whether to approve an application; the school will consider the following factors:

- The type of activity
- Possible interferences with school activities
- The availability of facilities and staff
- Health and safety considerations
- 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.

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

The SBM will file an incident report form if they have reason to believe that the letting has been used for purposes not previously authorised.

## Asbestos

The Site Manager will inform all hirers of any asbestos-containing materials (ACMs).

The known ACMs on the school's premises are:

- **Upper floor Music room fireplace and ground floor kitchen ceiling**

The Site Manager will ensure that the hirers 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 Site Manager immediately
- All activities will stop, and everyone will be evacuated from the affected area
- Items, including equipment 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.

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

The school's Emergency Plan will detail the procedures for staff to follow in the event of an incident, and this will be communicated to all staff and hirers.

## Emergencies and health and safety

The Site Manager and 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.

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

The Site Manager will show hirers where defibrillators are should they be required.

Smoking is not permitted on the premises at any time.

The hirer will be shown the school's fire exits and evacuation points by the Site Manager on arrival.

The hirer must ensure that at no time during the period of hire is any emergency exit from the premises locked or obstructed.

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.

## 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.

The school premises are closed after 10pm to avoid any noise complaints from neighbouring residents.

The Site Manager will remain contactable while the letting is happening.

The use of public announcement systems and loudspeakers must be agreed with the Site Manager. This agreement must include a maximum noise level which is not to be exceeded.

Alcohol will not be brought on to, or consumed on, the premises unless the hirer holds a licence to sell alcohol and this has been agreed in writing with the Headteacher.

## Equipment

Hirers will identify any equipment they require from the school and detail this in their application form.

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.

Furniture and fittings will not be removed or interfered with in any way unless permission has been granted by the Site Manager or SBM. Where permission has been granted, the site manager will oversee the move.

Any damage to equipment, furniture or the building will result in the hirer being charged the cost of any repairs or replacements. Hirers will report any stolen or missing equipment to the site manager immediately.

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 hirer will ensure that any equipment that they provide meets the relevant health and safety standards. The school cannot be considered responsible if any of the hirer's equipment is damaged, stolen or lost whilst being used on the premises.

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 Surveillance and CCTV Policy.

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

Data protection - The school will adhere to the Data Protection Policy at all times.

Monitoring and review – This policy is reviewed annually by the resources committee and the Headteacher. The scheduled review for this policy is April 2024.



## George Spicer Primary School - Premises Application Form

The school will process the data collected in this form in accordance with the GDPR and Data Protection Act 2018. For further information about how the school will process your data, please see our Privacy Notice for Third Parties, which can be accessed [on the school website](#).

<b>Named individual:</b>	
<b>Company name:</b>	
<b>Address (for invoicing purposes):</b>	
<b>Contact number:</b>	
<b>Email address:</b>	
<b>Deposit amount:</b>	
<b>Payment method:</b>	
<b>Requirements</b>	
<b>Date of hiring:</b>	
<b>Time of hiring:</b>	
<b>Room(s):</b>	
<b>Equipment needed:</b>	

<b>Details of any equipment you will be using on the premises:</b>	
<b>Purpose</b>	
<b>Details of the event:</b>	
<b>Will you be working with children and/or young people?</b>  <b>If yes, have you attached a copy of your safeguarding policy?</b>	
<b>Start time:</b>	
<b>End time:</b>	
<b>Expected attendance:</b>	
<p><b>By signing this document, I acknowledge that I have read, understood and agree to the terms of this Lettings Policy.</b></p> <p><b>I acknowledge that my signature confirms all the details in this application form are correct.</b></p>	
<b>Signed:</b>	
<b>Date:</b>	

# Hire Agreement

The school will process the data collected in this agreement in accordance with the GDPR and the Data Protection Act 2018. For further information about how the school will process your data, please see our Privacy Notice for Third Parties, which can be accessed [on the school website](#).

The Headteacher of George Spicer .....

The hirer: .....

Address: .....

.....

.....

Telephone: .....

Areas of the school to be used: .....

Specific nature of use: .....

Maximum attendance: .....

Details of any school equipment to be used: .....

Date(s) of hire: .....

Period(s) of hire: .....

Fee (specify per hour or per session): £ .....

The governing board agree to hire the premises to the hirer on the date(s) and for the period(s) mentioned above, upon payment of the fee specified.

The hirer accepts all the conditions of hire as set out in the attached terms and conditions document.

The hirer's attention is specifically drawn to the indemnities contained in the hire conditions, and the need to ensure that suitable insurance cover is in place for any loss, damage or injury.

<b>Hirer's signature:</b>	
<b>Headteacher's signature:</b>	