



Start children off on the way they should go, and even when they are old they will not turn from it.”

Proverbs 22:6

## LETTINGS POLICY

Adopted	Autumn Term 2024
Committee	Resources
Review Date	Autumn Term 2025

We are a Christian school where quality and opportunities make a difference. We value all children as unique ‘Children of God’ and nurture each other to show **LOVE** in our relationships and a **RESPECT** for all. We foster **HOPE** within our community and encourage children to find **PEACE** by creating times and places for stillness and reflection. We strive for excellence, inspiring dreams both now and in the future. We promote **POSITIVITY**, celebrate **COURAGE**, demonstrate **RESPONSIBILITY** and share **JOY** through...

‘Learning, loving, laughing in the light of Jesus’.

Forsbrook CE 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.

### **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 (2024) 'Keeping children safe in education 2024'
- DfE (2024) '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
- Fire Safety Policy
- Premises Management Policy
- Health and Safety Policy
- Child Protection and Safeguarding Policy
- Prevent Duty Policy
- Letting School Premises Risk Assessment
- Manual Handling Policy
- Asbestos Management Policy
- Data Protection Policy
- Allegations of Abuse Against Staff 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 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: [schoolsassests.capital@education.gov.uk](mailto:schoolsassests.capital@education.gov.uk).

### **Roles and Responsibilities**

**The governing board will be responsible for ensuring the school has followed the procedures for:**

Reviewing the applications of a proposed letting arrangement and have conducted 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, if appropriate.

Contacting a legal expert with regards to transactions, for specialised guidance.

Assessing any safeguarding risks associated with the letting are identified and addressed.

Ensuring that 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 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 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.

Ensuring the school adheres to its Premises 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.

**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.

Organising any repairs and/or replacement of equipment.

Notifying the hirer of any known asbestos in the school.

**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 school's Privacy Notice for Third Parties is kept up-to-date, and that it is published on the school's website.

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.

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 to a minimum of £5 million.

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 school of the activities that will be undertaken on the premises.

Adhering to the school's Letting School Premises Risk Assessment.

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

## **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.

The school will ensure that safeguarding requirements are communicated with the hirer prior to the letting. This will be included in the school's hire agreement document.

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.

**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

### **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.

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.

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

The site manager will ensure that the hirers have access to the school's Asbestos Management Plan.

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 school 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.

### **Emergencies and Health & 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 letting holder will call emergency services from their mobiles.

The letting holder will be responsible for bringing their own first aid / medical kit.

A first aider (provided by the hirer) will be on site at all times.

Smoking / vaping 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 school will make copies of the school's Fire Evacuation Plan available to the hirer on arrival at the school.

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

The hirer will be provided with a copy of the school's Health and Safety Policy and First Aid Policy and will be expected to act in accordance with it at all times.

### **General Information**

The Governing Body has delegated to the Resources Committee general control of lettings.

Charges will be reviewed annually and are currently as detailed in the appendix 1. These charges are agreed by Resources but must be approved by the FGB in line with Financial Procedures.

The Committee shall have the power to waive charges as appropriate.

Hirers: application should be made in writing to the headteacher who will report it to the next Resources Committee Meeting.

The school will issue a letting agreement and ensure that the hirer signs to agree to all the conditions of the letting in advance of the letting date. For regular lettings the hirer shall be informed in writing of any changes made to the original agreement and be asked to sign a copy of the changes.

Responsibility for any damage lies with the hirer. The premises must be left as they were found.

Application for use of Kitchen facilities should be made separately and if granted will necessitate a member of the Catering Team being present and additional costs would be incurred. The exception to this being use by school for normal events to raise money for school funds, which involve making of beverages, and washing up, where no charge would be made.

Alcohol must not be sold on the premises without proof that the hirer has obtained the appropriate licence.

Payment for all lettings will be invoiced through SCC, which is payable within 30 days of issue.

Hiring of the school not covered by these regulations or under licence shall be dealt with by the Resources Committee who will also set the fee and report to FGB for approval.

For each Letting the school will use the Health & Safety Guidance from Staffordshire County Council as detailed at the end of this policy. The necessary forms will be completed by the Headteacher or nominated person with the hirer before the letting commences. Existing hirers will also be required to complete the forms with the nominated person eg Headteacher, Caretaker, Office Manager. The Head Teacher must sign all letting agreements.

The Governing Body has the power to override these guidelines should it deem it necessary to do so, or to refuse or rescind any agreement previously made.



## **Forsbrook C. E. (C) Primary School**

### **Letting Charges (updated March 2025)**

#### **Charges for Letting of School Premises**

PTFA/School Lettings

No charge

Hire of the school halls, classrooms, will be at the rate of:

**£15 per hour or part of an hour.**

**Sessional fees can be negotiated with the Headteacher who will report to the FGB for approval. The agreement should state charges are subject to approval of the FGB.**

Use of equipment is at the discretion of the school and additional charges may be applied. No equipment should be used without the written permission of the school.

#### **Charges for Letting of School Grounds (updated March 2025)**

**£10 per hour use of grounds only.**

The Committee decided that the costs of grounds upkeep, safeguarding and security should be taken into consideration prior to any agreement being offered. It would only be let out in certain circumstances and if these conditions were met.

**Sessional fees can be negotiated with the Headteacher who will report to the FGB for approval. The agreement should state charges are subject to approval of the FGB.**

#### **Charges relating to OOSC/Nursery**

Charges for the use of premises allocated to OOSC/Nursery will be set by the Resources Committee and reviewed on an annual basis and approved by the FGB. Charges will also include costs for heating, lighting, cleaning & caretaking.

**Policy & Charges approved by FGB 18/03/2025**

## LETTINGS AGREEMENT

The Hirer confirms that adequate and appropriate insurance cover is in place for the activity to be carried out:

Either

The Governing Body has arranged appropriate public liability insurance to cover all legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and / or loss of or damage to property, including the hired premises, arising out of the letting. A pro-rata cost of the insurance premium has been included in the hire charge

Or

The Hirer warrants to the Governing Body that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired) and/or loss of or damage to property, including the hired premises, arising out of the letting. The minimum limit for this insurance cover is £2 million. The Hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.

Neither the school nor the Local Education Authority will be responsible for any injury to persons or damage to property arising out of the letting of the premises.

The Hirer confirms that arrangements are in place with reference to First Aid Yes/No

The Hirer undertakes to comply with the regulations regarding the use of own electrical equipment  
Yes/No

The Hirer confirms that they have safeguarding procedures in place, a copy of which can be provided to the school Yes/No

Any other relevant information

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I confirm that I am over 18 years of age and that the information provided on this form is correct and that I fully understand the term and conditions.

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Address

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Telephone number \_\_\_\_\_

## FORSBROOK CE PRIMARY SCHOOL

### APPLICATION FOR SCHOOL HIRE

1. Name of Hirer \_\_\_\_\_
2. Address of Hirer \_\_\_\_\_
3. Daytime Telephone Number \_\_\_\_\_
4. Evening Telephone Number \_\_\_\_\_
5. Details of requirements: Room and area to be hired – please tick relevant columns

Hall	Sports Hall/Gym	Library	Classroom / IT Suite	Swimming Pool	Playing Field	Additional Facilities
Start date:				Start time:		
End date:				End time:		
Day of the Week:				Number of Lettings		
Nature of Activity:						
Equipment / Facilities Requested:						
Equipment to be brought in by hirer:						
Age range of those attending:				Numbers attending:		

I hereby make application for the hire of the accommodation and facilities stated above and agree to abide by the Conditions of Use specified in the attached documentation.

\*Public liability insurance is being provided by the County Council's Third Party Hirer's Insurance Policy I can confirm that I have read the Summary of Cover and fully understand the insurance being provided including the policy conditions and exclusions which apply.

\*Public liability insurance is not being provided by the County Council's Third Party Hirer's Insurance Policy and I can confirm that I have arranged Public Liability Insurance in the name of the individual / organisation hiring the school premises for a limit of indemnity of at least £2,000,000.

Signature of Applicant: \_\_\_\_\_

Full Name (in block letters) \_\_\_\_\_

Date: \_\_\_\_\_

#### NOTE

The giving of false information on this Application for Hire Form may lead to the cancellation of the booking without notice.

## APPENDIX 1

### FORSBROOK CE PRIMARY SCHOOL

#### Hazard Exchange Information for Lettings

PREMISES NAME/ADDRESS	
DETAILS OF LETTING (e.g. Brownies)	
CONTACT NAME	
CONTACT TELEPHONE NUMBER	

#### Section 1 - Premises Hazards

The premises manager must identify any hazards in the premises which may pose a risk to those letting the premises. Any control measures required to reduce risk must be followed by those letting the premises.

Hazards identified and notified to those letting premises	Details/location and control measures to be taken.

#### Section 1 - Premises Hazards

Those letting the premises must identify the hazards created by the activity or equipment used which pose a risk to the regular users of the premises or those present during the letting. Those letting the premises must identify the control measures they will have in place to reduce the risks.

Hazards - Lettings	Details/location and control measures to be taken.

The following site arrangements for the letting have been agreed by both parties. Any changes to the letting, such as activities, duration or equipment being brought onto the premises must be reviewed by both parties.

Site Arrangements	Details

Where necessary, both the Premises Manager add the person/group letting the building will be required to exchange written risk assessments.

Sign and date: \_\_\_\_\_

Premises Manager	
Representative for those letting the premises	
Creation date	
Review date(s)	