



Priory School

Lettings Policy

Version	Authorised	Approval Date	Effective Date	Review Date
1	FGB	19.10.21	19.10.21	Oct 2022

Signed: _____

Date:

Roy Barrett - Chair of Governors

Contents:

Statement of Intent 3

1	Legal Framework	4
2	Roles and Responsibilities	4
3	Emergencies and health and safety	4
4	Managing asbestos	5
5	The lettings process	5
6	VAT	6
7	Safeguarding	6
8	Fees	6
9	Using the site	7
10	Equipment	7
11	Monitoring and review	

Appendix A: Premises Application Form

Appendix B: Lettings during the coronavirus (Covid-19) pandemic

Statement of Intent

Priory School 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.

1. Legal Framework

1.1 This policy has due regard to the relevant legislation, 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 General Data Protection Regulations (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 (2021) 'Keeping children safe in education'
- DfE (2015) 'The Prevent duty'

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

- First Aid Policy
- Premises Management Policy
- Health and Safety Policy
- Child Protection and Safeguarding Policy
- Letting School Premises Risk Assessment
- CCTV Policy
- Data Protection Policy
- Asbestos Management Policy

2. Roles and Responsibilities

2.1 The Governing Body, or its delegated committee, is responsible for:

- Working with the Headteacher to ensure all relevant policies and procedures are implemented and made available to hirers.
- Agreeing fair prices to charge for using the premises: these will reflect the condition of the facilities but remain competitive enough to be accessible to the wider community.

2.2 The Headteacher is responsible for:

- Overseeing the marketing of the facilities to ensure their use is maximised.
- Ensuring compliance with the premises licence.

- Working with the Business Manager and Facilities Manager to assess whether or not the premises is suitable for hire in its current condition.
- Accepting and rejecting applications to hire the premises.

2.3 The Business Manager is responsible for:

- Ensuring the school has the correct insurance for hiring out the premises.
- Checking the hirer has adequate public liability insurance.
- Reviewing the relevant safeguarding checks carried out by the hirer to ensure they comply with the requirements outlined in the Child Protection and Safeguarding Policy.
- Ensuring the costs of any bills, e.g. electricity and water, that may be attributed to the use of the premises are covered.

2.4 The Facilities Manager is responsible for:

- Ensuring hirers familiarise themselves with any relevant policies and procedures, e.g. the First Aid Policy and Health and Safety Policy.
- Reviewing and, where necessary, amending the school's Letting School Premises Risk Assessment to help ensure the safety of the hirer and their visitors.
- 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 open the premises and secure and lock the premises after use.
- Maintaining and checking equipment to ensure the general upkeep of the site and its facilities.
- Organising any repairs and/or replacement of equipment.

2.5 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.
- Leaving the premises in a clean and tidy condition.
- Working with the Facilities Manager to ensure that the premises is secure after use.
- Obtaining adequate public liability insurance.
- Providing the Headteacher or Business Manager with proof that they hold a current and relevant insurance policy.
- Obtaining all necessary safeguarding checks where required, e.g. DBS checks, and providing proof of this to the Headteacher upon request.
- Reading the Child Protection and Safeguarding Policy and other relevant safeguarding procedures, and ensuring they understand the rules and procedures detailed within.
- Informing the Headteacher of the activities that will be undertaken on the premises and of any changes to these activities.
- Reviewing and adhering to the Letting School Premises Risk Assessment.

3. Emergencies and health and safety

- 3.1 The Facilities Manager will undertake relevant risk assessments for the suitability of the site before activities are carried out on the premises, to ensure the safety of the hirer and any additional visitors.
- 3.2 Hirers will conduct their own risk assessments for their activities.
- 3.3 In case of an emergency, the on-site telephones can be used to call the emergency services.
- 3.4 All hirers will be advised to have access to at least one mobile telephone that can be used to call the emergency services, should the on-site telephones not be accessible.
- 3.5 The Facilities Manager will check first aid kits daily to ensure their stock levels remain high and, where necessary, restock the first aid kits with the relevant items.
- 3.6 The Facilities Manager will show hirers where first aid kits are, should they be required.
- 3.7 Hirers will be responsible for ensuring they have a trained first aider on site during the times they use the premises.
- 3.8 Smoking will not be permitted on the premises at any time.
- 3.9 Alcohol will not be brought on to, or consumed on, the premises unless the school holds a licence to sell alcohol and this has been agreed in writing by the Headteacher.
- 3.10 The hirer will familiarise themselves with the Fire Safety Risk Assessment and other relevant risk assessments before using the premises.
- 3.11 The hirer will be shown the school's fire exits and evacuation points by the Facilities Manager prior to the first hire date.

4. Managing asbestos

- 4.1 Hirers will be provided with a copy of the trust's Asbestos Management Policy before using the site.
- 4.2 An asbestos management survey has been carried out and the trust has made an asbestos management plan (AMP) – these will be shown to hirers.
- 4.3 The site manager will inform the hirer of any asbestos containing materials (ACMs) that have been identified and how they could be damaged or disturbed. Hirers will receive the correct information and instructions and will be clear on what precautions to take.
- 4.4 Risk assessments will be conducted of the areas to let, to ensure no ACMs will be disturbed.
- 4.5 If the school finds there has been, or may have been, an unplanned disturbance of asbestos after the facilities have been hired, the following action will be taken:

- 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
- 4.6 Unless the incident is minor, the trust will notify the HSE, as this is a legal requirement under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) 2013.
- 4.7 Anyone who has come into contact with asbestos, and is concerned about their exposure, will be advised to contact their GP.
- 4.8 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.
- 4.9 Any incidents involving the disturbance of, and exposure to, asbestos will be recorded appropriately and dealt with in line with the trust's incident reporting procedures.

5. The lettings process

- 4.1 Hire requests should be made to the Facilities Manager on the Premises Application Form.
- 4.2 For regular hire, only one application form needs to be submitted, however, all the requested dates will be noted.
- 4.3 After receiving an application to use the school premises, the Facilities Manager will speak to the Headteacher about whether the premises are suitable for the hirer's needs.
- 4.4 If the application is rejected, the Facilities Manager will contact the applicant, either by telephone or email, to clarify the school's response and outline the reasons for rejection.
- 4.5 Sub-letting of any form is strictly prohibited. If the school receives any evidence pertaining to plans to sub-let the trust premises, all bookings the hirer has made with the trust will be cancelled.

6. VAT

- 5.1 Letting out facilities will generally be standard-rated, although the letting will be VAT exempt in certain circumstances, provided the school has not opted to tax. These circumstances include:
- A single, continuous let period of over 24 hours to the same individual.

- A let of a series of sessions to the same individual where:
 - The series is of at least ten sessions.
 - Each session is for the same sport or activity.
 - Each session is in the same place.
 - The interval between each session is at least 1 day, but not more than 14 days.
 - The series is paid for as a whole with written evidence to that fact.
- Where the school will be providing education free of charge.

7. Safeguarding

- 7.1 The school will ensure that appropriate arrangements are in place to keep children safe during the hiring out of school premises and facilities. Organisations submitting a lettings request involving working with children and/or young people will submit a signed copy of their current Child Protection and Safeguarding Policy.
- 7.2 All hirers must state the purpose of the hire.
- 7.3 When determining whether to approve an application; the Headteacher 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 regard to the prevention of terrorism and radicalisation
 - Whether the letting is deemed compatible with the ethos of the school
- 7.4 An application will not be approved if it:
- 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).
- 7.5 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.
- 7.6 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 trust premises.
- 7.7 All hirers will read and review the school's Child Protection and Safeguarding Policy.

8. Fees

- 8.1 Invoices are sent out by the Finance team within 7 days of the event, if a one-off.
- 8.2 Regular bookings are invoiced on a monthly basis. Payment should be made within 30 days.
- 8.3 Hirers should give the school at least 5 days' notice if they wish to cancel their booking. If the school receives inadequate notice of cancellation, the school may still invoice the hirer.
- 8.4 The school reserves the right to refuse access to the premises hired if the whole fees have not been paid.
- 8.5 The school reserves the right to take legal action should any outstanding fees remain unpaid for 45 days after hiring.
- 8.6 Should any equipment, including items that have not been requested, be damaged, lost or stolen whilst under the hirer's care, the trust reserves the right to charge for repairing or replacing the equipment.
- 8.7 Charges will be reviewed annually and are currently as stated below:

	Academic Year 2021/22
Extended Care Hut	£15.00
School Field	£20.00
School Hall	£25.00
Gym	£25.00
Small Hall	£15.00

9. Insurance

- 9.1 The hirer must carry Third Party Insurance against any legal liability for the loss, damage, demand or proceedings whatsoever, arising under any statute or at common law for damage to property, which shall include the hire premises, or personal injury or death of any person whosever, caused during or by circumstances arising from, related to or connected with the hire of the premises on the following basis:
- Accidental bodily injury including death to third parties and further in respect of damage to their property – no less than £5 million.
 - Accidental damage caused by fire to the premises on hire - £5 million.
 - Accidental damage caused to the premises on hire other than fire.
- 9.2 Hirers must produce evidence of such insurance prior to the event.

10. Using the site

- 10.1 The hirer will liaise with the Facilities Manager to ensure the trust remains secure before, during and after use.
- 10.2 Hirers will be given an emergency contact number for the Facilities Manager/Site Team in case of any security breach or emergency.
- 10.3 The premises will not be available to hirers after 10:00pm, to avoid any noise complaints from neighbouring residents.
- 10.4 Keys or security codes will not be passed to any hirer or other person without written permission from the Headteacher.
- 10.5. The use of public announcement systems and loudspeakers must be agreed with the headteacher and Facilities Manager, this agreement must include a maximum noise level which is not to be exceeded.
- 10.6 The school's Visitor car park is available to hirers during their time on the premises; however, the trust will not accept responsibility for any loss, damage or accident that may occur whilst the car park is in use.

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 school to use any additional equipment once the form has been submitted.
- 11.2 Furniture and fittings will not be removed or interfered with in any way, unless permission has been granted by the Facilities Manager or Headteacher. In the event permission has been granted, the Facilities Manager will oversee the move.
- 11.3 If a furniture move has been agreed, the hirer and Facilities Manager will negotiate restoring the premises back to its original state.
- 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 forms.
- 11.6 The school cannot be considered responsible if any of the hirer's equipment is damaged, stolen or lost whilst being used on the premises.
- 11.7 Hirers will report any stolen or missing equipment to the Facilities Manager immediately.
- 11.8 Hirers will be responsible for arranging any additional licences that are required to the nature of their activities, e.g. a music licence or licence to sell alcohol.
- 11.9 Hirers will not bring animals onto the premises without permission from the headteacher.

12. Monitoring and Review

12.1 This policy is reviewed annually by the Business Manager and the Headteacher.

12.2 The scheduled review date for this policy is September 20.

Appendix A: Premises application form

Name:	
Address (for invoicing purposes):	
Organisation:	
Contact number:	
Email address:	
Deposit amount:	
Payment method:	
Requirements	
Date of hiring:	
Time of hiring:	
Trust:	
Room(s):	
Equipment needed:	

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

Lettings during the coronavirus (COVID-19) pandemic

This appendix has been provided to cover the lettings arrangements during the coronavirus (COVID-19) pandemic.

Please note: We will continue to review this appendix in line with the latest national guidance. Schools should ensure this appendix reflects all current local guidelines.

Statement of intent

At Priory School, we recognise the importance of providing a safe environment for our pupils, staff and community alike. This appendix outlines the school's approach to letting the premises with regard to coronavirus, 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.

1. Legal framework

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

- DfE (2020) 'Safe working in education, childcare and children's social care'
- DfE (2021) 'Schools COVID-19 operational guidance'
- DCMS (2021) 'Guidance on coronavirus (COVID-19) measures for grassroots sports participants, providers and facility operations'

This policy operates in conjunction with the following school policies:

- Infection Control Policy
- Visitors Policy
- Health and Safety Policy
- Coronavirus (COVID-19): Risk Assessment
- Infection Control Policy

2. Cancellation

The school will ensure any agreements it enters into with hirers contain clear terms and conditions to account for the possibility of a cancellation due to coronavirus and ensure both parties are treated fairly in this event.

3. Risk management

Social distancing

There are no longer any legal requirements for social distancing; however, the school will encourage hirers to consider additional precautions for those who are clinically extremely vulnerable (CEV). The trust will encourage hirers to refer to guidance on protecting people defined on medical grounds as extremely vulnerable if they have any concerns regarding the lack of social distancing measures.

Infection control

Infection control measures will be implemented throughout the site, in line with the school's Infection Control Policy.

Separate toilet facilities will be provided for hirers and any members of their party, where possible.

The school will ensure the facility is clean and tidy. Hirers will be responsible for cleaning the premises each use. Hirers can request that the school arrange for an enhanced clean after the hire and this will incur an additional charge which will be discussed beforehand.

Precautionary measures

The school will encourage all hirers and members of their party prior to comply with NHS Test and Trace service.

The school will provide all hirers with copies of all the relevant policies and procedures prior to allowing them to use the site including the Infection Control Policy.

The school will ensure all hirers undertake an appropriate risk assessment for the activity they will be using the site for and a copy will be provided to the school.

4. Hirer responsibilities

The hirer will comply with its responsibilities in relation to the NHS Test and Trace service. The hirer will ensure all members of their party have read and understood the relevant policies prior to using the site.

The hirer will have due regard for public health advice when undertaking activities on the site.

The hirer will ensure that no one displaying symptoms of coronavirus attends on the premises.

Hirers will clean any equipment or surfaces used after they have finished any activities.

If individuals develop symptoms of coronavirus whilst on the site, they leave the site immediately and the trust follows the procedures outlined in the Infection Control Policy.

4. Monitoring and review

The Headteacher and BM will review this policy annex continually during the coronavirus pandemic in line with any updates to government guidance and local circumstances.