

RIVERSIDE SCHOOL



Lettings Policy

APPROVED BY GOVERNORS

RESPONSIBLE PERSON - HEADTEACHER

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Statement of Intent

Riverside School recognises that its premises are valuable to the local community and as such, we will consider letting the premises to local organisations. All requests for lettings will be given due consideration to ensure they are appropriate and can be managed suitably.

In considering to let the school premises, the school is aware that lettings 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 should a let be agreed.

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 (UK GDPR)
- Data Protection Act 2018
- Education Act 1996
- DfE (2015) 'Advice on standards for school premises'
- DfE (2022) 'Keeping children safe in education'
- DfE (2015) 'The Prevent Duty'

This policy operates in conjunction with the following school policies:

- First Aid Policy
- Premises Management Policy
- Health and Safety Policy
- Fire Safety Policy
- Safeguarding policy
- Moving and Handling Policy
- Data Protection Policy
- Letting School Premises Risk Assessment

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 rising 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 governing board. Depending on certain conditions, the governing board may recommend the school inform the LA of 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 Board

Control over the use of accommodation and facilities at the school rests with the governing board. The governing board have delegated the responsibility for the letting of the school building to the headteacher. The headteacher is responsible for approving or declining applications, subject to any directions given by the governing board and will issue a regular report on the use of premises outside of normal school hours.

The governing board will:

- work with the headteacher to ensure all relevant policies and procedures are implemented and made available to hirers; and
- delegate day-to-day responsibilities to the headteacher of the successful operation of lettings.

The headteacher will:

- ensure compliance with the premises licence;
- act as or appoint a designated premises supervisor;
- liaise with the governing board to establish whether or not the proposed activity is suitable for the premises;
- ensure that the school has the correct insurance in place for hiring out the premises;

- check that the hirer has the appropriate public liability insurance in place;
- work with the school business manager/ facilities manager to ensure the premises are fit for use;
- ensure hirers familiarise themselves with the relevant school policies and procedures e.g., the Fire Safety Policy;
- ensure the school adheres to its Premises Management Policy;
- review and, where necessary, amend the school's Letting Premises Risk Assessment to help ensure the safety of the hirer and their visitors;
- assess whether the hirer's proposed activities could result in disrupting any asbestos and taking the relevant safety measures as a result;
- review the relevant safeguarding checks carried out by the hirer to ensure they comply with the school's policies;
- review the applications of a proposed letting arrangement and conduct a risk assessment to determine whether the arrangement would pose a risk to the primary activities of the school and its pupils;
- contact the LA and the DfE;
- contact a legal expert with regards to transactions, for specialised guidance;
- ensure any safeguarding risks associated with the letting are identified and addressed;
- have overall oversight of the letting, handling any queries from the hirer;
- communicate any relevant information to the hirer e.g., fire safety precautions; and
- agree a fair price 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.

The headteacher may delegate their responsibilities to the school business manager as deemed appropriate.

The facilities manager will:

- ensure the facilities and equipment requested are clean and in good working condition for each hirer;
- work with the hirers to ensure high levels of security are maintained;
- show the hirer how to properly secure and lock the premises after use;
- organise any repairs and/ or replacement of equipment;
- notify the hirer of any known asbestos in the school; and
- ensure the hirer is made aware that CCTV cameras are installed within the school and ensure they have read the appropriate school policies.

The data protection officer will:

- act as the main point of contact for data protection enquiries from current and potential hirers of the school premises;
- ensure that the statutory privacy information is provided to the hirer;
- assist the hirer with any data breach investigation, where necessary;
- ensure that the school's Privacy Notice for Third Parties is kept up-to-date, and

- that it is published on the school's website; and
- ensure that the hirer's information is stored in accordance with the Data Protection Policy.

Hirers will:

- ensure the proper use of the facilities and equipment they have requested to use;
- take the necessary steps to ensure there is no damage to any equipment or furniture, or the building itself after use;
- ensure all related visitors and volunteers have signed in during their period of hire;
- leave the premises in a clean and tidy condition;
- work with the facilities manager to ensure that the premises are secure after use;
- obtain adequate public liability insurance to a minimum of £2 million;
- provide the headteacher with proof that they hold a current and relevant insurance policy;
- obtain all necessary safeguarding checks for all activities involving children e.g., DBS checks, and providing proof of this to the headteacher;
- read the school's Safeguarding Policy and procedures and will ensure they understand the rules and procedures detailed within;
- provide the school with a copy of their Safeguarding Policy in advance of their booking;
- report to the school any safeguarding incidents that were referred to the LADO during the letting and confirm agreed outcomes i.e., issue has been resolved, was referred back to the hirer, was escalated;
- inform the governing board of the activities that will be undertaken on the premises; and
- adhere to the school's Letting School Premises Risk Assessment.

4. Charges

The governing board 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, 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; and
- profit element, if applicable.

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.

The charge issued for each letting will be reviewed as necessary (no less than annually)

by the governing board.

The review of charges will take place in the spring term as or when necessary, for implementation in the beginning of the next financial year, taking effect from 1st April that year.

Current charges will be provided to the governing board in advance of any long-term lettings being arranged. A charging tariff may be established to ensure that access is affordable for particular individuals and groups.

The school requires a 50 percent deposit of the overall fee to be paid to the school to secure a booking. The remaining amount will be paid to the school on or before the requested booking date.

Hirers will provide the school with at least ten days' notice before cancelling a booking for a full refund. If hirers fail to provide sufficient notice the school will keep the hirer's deposit.

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.

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. Managing Lettings

The governing board 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 school business manager.

If the headteacher 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 headteacher, who will identify their requirements and clarify the facilities available.

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.

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.

The hirer will be invoiced for the cost of the letting as appropriate in accordance with the governing board’s changes decision.

The hirer will be 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 independent bank account, to offset the costs of services, staffing etc. (which are funded from the school’s delegated budget).

Fees can be paid in cash, by cheque or by bank transfer. The hirer will state how they intend to pay in their application form.

The school business manager will provide the hirer with the relevant bank details.

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.

6. 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.

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; and
- 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; or
- 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 duties, the person or group is guilty of an offence, under the Education Act 1996, the school will contact the Police or school security who will remove the person or group from the school premises.

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

7. Asbestos

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

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

When approving the applications to hire the premises, the facilities manager, school

business manager and headteacher will conduct a risk assessment to establish whether the requested purpose of use will disrupt any ACMs.

The facilities 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 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; and
- 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.

8. Emergencies and Health and Safety

The facilities manager and school business manager 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 facilities manager will check first aid kits to ensure their stock levels remain high and, where necessary, advise the school's delegated senior first aider who will restock the first aid kits with the relevant items.

The facilities manager will show hirers where first aid kits are, should they be required.

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

Smoking is not permitted on the premises at any time.

The hirer will familiarise themselves with the school's Fire Risk Assessment and other relevant risk assessments before using the premises.

The headteacher 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 facilities 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 these at all times.

9. Using the Site

The hirer will liaise with the facilities manager to ensure the school remains secure before, during and after use.

Hirers will be given an emergency contact number for the facilities manager in case of any security breach.

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

The facilities manager will make arrangements for a member of the school team to return to site to lock up each evening. Keys/ security codes will not be passed to any hirer or other person without written permission from the governing board.

The facilities manager will return to the site before the last hirer leaves, to ensure the site is clean and secure ready for the next day.

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 complaint in writing.

The use of public announcement systems and loudspeakers must be agreed with the headteacher and site manager, this agreement must include a maximum noise level which is not to be exceeded.

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.

Hirers will only use the car parking spaces allocated and, should any additional spaces be required, the facilities manager will find suitable spaces on the school grounds if possible. Alternatively, there is free parking on the main road which can be used.

In the event of additional parking being required, the facilities manager will ensure the school premises remain accessible to the emergency services, should they be required.

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

10. Equipment

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.

The facilities manager will conduct an inventory of all the equipment that the hirer requests, noting its condition. The facilities 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, the facilities manager will oversee the move.

If a furniture move has been agreed, the hirer and facilities manager will negotiate restoring the premises back to its original state.

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.

Hires are allowed to bring their own equipment onto 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 policies.

Hirers will report any stolen or missing equipment to the facilities manager immediately.

Risk assessments for manual handling will be carried out by the headteacher and facilities manager in accordance with the school's Moving and Handling Policy.

Food and drink may be prepared on the premises; however, hirers must seek direct permission from the governing board.

The hirer will prepare food and drink in line with current food and hygiene regulations.

11. Data Protection

The school will adhere to the Data Protection Policy at all times. The school will liaise with their DPO to ensure that:

- it undertakes its requisite due diligence to ensure that the hirer is compliant with the relevant data protection legislation;
- it provides hirers with the statutory privacy information in the form of the Privacy Notice for Third Parties; and
- it ensures that the hirer's information is processed in accordance with the UK GDPR and the Data Protection Act 2018.

12. Monitoring and Review

This policy is reviewed every two years 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.

Appendix 1 – Premises Application Form



Premises Application Form

The school will process the data collected in this form in accordance with the UK 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.

Details	
Named individual (Hirer)	
Company name (If applicable)	
Address (for invoicing purposes)	
Contact number	
Email address	
Deposit amount	
Payment method	
Requirements	
Date of hiring	
Time of hiring	
Room(s)	
Equipment needed	
Details of any equipment you will be using on the premises	
Insurance	Proof of insurance cover will be required.

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

Appendix 2 – Hire Agreement



Hire Agreement

The school will process the data collected in this agreement in accordance with the UK 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.

Name of school	
Name of the hirer	
Hirer's address	Line 1:
	Line 2:
	Town:
	County:
	Postcode:
Hirer's Telephone	Landline:
	Mobile:
Areas of the school to be used	
Specific nature of use	
Maximum attendance	
Details of any school equipment used	
Date(s) of hire	Date 1:
	Date 2:
	Date 3:
Period(s) of hire	Period 1:

	Period 2:
	Period 3:
Fee (specify per hour or per session)	£ _____ per hour/per session

The governing board agrees 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.

Hirer's signature	
Date	

Chair of the governing board's signature	
Date	

Appendix 3 – Model Terms and Conditions for Hiring the Premises

The school requires the hirer to read and abide by these terms and conditions. Please read these terms carefully along with any other documents that are referred to throughout. These terms and conditions should be read alongside the school's Lettings Policy.

Terms of Letting

The school agrees to hire out the school to the hirer on the following terms. These terms are a formal contract between the school and the hirer which represent an agreement between the school and the hirer to use the premises as the school would expect.

In these terms:

- 'The school' is used throughout to refer to Riverside School.
- 'The hirer' is used to represent the individuals who are bound by these terms.
- The 'application form' refers to the school's Premises Application Form, which must be completed by the hirer prior to using the premises.

Application Form

All applications for the hire of the school premises shall be made to the headteacher via the school's application form. The person signing this form must be over 18 years of age and must be present on the day of the premises hire.

The headteacher reserves the right to refuse any application or cancel a letting without notice.

Applications must be made at least 20 days prior to the date of hire.

All applications will be considered within 10 working days – the hirer shall receive written confirmation of the outcome of their application within this timeframe.

No application will be considered for partially completed application forms.

Cost of Hire

The cost of hire shall be paid by the hirer prior to the use of the school premises. The cost to hire will be outlined to the hirer in the Hire Agreement Form, which must be completed alongside the application form.

The school will issue the hirer with an invoice detailing what payments need to be made, the method of payment and the date by which the payment needs to be paid to the school.

The school may request a deposit to be paid by the hirer depending on the nature of the premises hire, which will be returnable once the date of hiring has ceased and the school is satisfied that the premises have been used appropriately. Deductions to any deposits paid may be necessary to cover the cost of any broken, damaged, lost or stolen items and additional cleaning fees.

Cancellations

The headteacher reserves the right to cancel any booking where:

- The premises is required for unforeseen circumstances e.g., the premises is being used in a parliamentary election as a polling station.
- It becomes apparent that the purpose for the letting will be undesirable, inconvenient or likely to cause disturbance.
- The original purposes for hiring the premises has changed to the extent that the premises would no longer be suitable for the requirements of the hirer.
- The premises become damaged or unfit for use.

In the event that the headteacher does need to make a letting cancellation, the hirer will be issued with a refund covering the cost of the letting; however, no compensation will be considered.

In the event that the hirer makes a cancellation, they must notify the headteacher in writing.

Following any cancellation by the hirer, the school will consider the refund the hirer is entitled to depending on the notice period served to the school.

The school will retain:

- 100 percent of the cost of letting for cancellations made less than 24 hours prior to the beginning of the agreed letting period;
- 50 percent of the cost of letting for cancellations made between 1 to 5 days prior to the beginning of the agreed letting period; or
- 25 percent of the cost of letting for cancellations made between 5 to 10 days prior to the beginning of the agreed letting period.

A full refund will be provided if the cancellation is made with over 10 days' notice.

Where the hirer does not turn up on the agreed time or date, the school will keep 100 percent of the cost of hiring.

First Aid and Fire Safety

The hirer will be provided with the school's Fire Safety Policy and First Aid Policy – these policies should be read and understood by the hirer.

The hirer will be responsible for providing first aid cover for their cohort and should confirm that they have arrangements in place to cover first aid requirements.

The hirer will communicate fire safety and first aid requirements and procedures to their cohort.

All hirers must adhere to the school's smoke-free policy at all times.

Fire doors must be kept clear and remain closed at all times and only opened in emergencies.

Hirer's Liability

The hirer will recognise that the school cannot take responsibility for any injury, nor the loss, damage or theft of any items during the hiring period. The premises are used at the risk of the hirer, who will remain liable for the property brought onto the school premises and persons under their supervision.

Any damage caused to school property will be reported to the headteacher, who may need to inform the hirer that they are required to pay a sum to the school to reinstate, repair or replace property.

Any vehicle left in and around the school site are left at the owner's risk.

Improper Use

The hirer will not use the premises for any reasons other than those noted on the application form.

The hirer will be responsible for ensuring that the hiring period does not cause any nuisance to others on the school site or to local residents.

Hirers will keep noise levels to a reasonable level for the time of day and the purpose of their letting. Any hirers wishing to play music will be required to inform the headteacher to consult on acceptable noise levels and noise management.

Animals

The hirer must notify the school if they intend to bring animals to the premises – the decision on whether animals are permitted will lie with the headteacher.

Guide dogs are allowed; however, the headteacher must be informed.

Altering the Premises

The hirer will not be permitted to make any alterations to lighting, heating, fittings, fixtures or other items without the prior approval of the headteacher.

Leaving the Premises in Good Condition

Hirers will tidy the premises prior to leaving and will ensure that the premises are left as they were found.

Modification to These Conditions

The headteacher reserves the right to modify or vary these conditions at any time where the nature of the application deems it necessary.

Hirer Declaration

I confirm that I have read and understood the above terms and conditions and will ensure that all conditions are abided by.

I confirm that I will abide by the Safeguarding requirements as set out in this policy; namely should there be any reportable LADO incidents, the school's DSL will be advised accordingly (brief summary, outcome from LADO and follow up)

Name	
Signed	
Date	