



Lettings Policy

Produced by	Suzanne Wilson HCAT Safeguarding Lead
Approved by	Trustee Safeguarding and Health & Safety Committee
Date approved	May 2024
Review date	May 2025, or sooner if necessary.
Related Trust policies	<ul style="list-style-type: none"> • Child Protection • Code of Conduct • Complaints • Data Protection • First Aid • Health & Safety • Whistleblowing
Related national guidance	<ul style="list-style-type: none"> • Keeping Children Safe in Education
Availability	Accessible via individual school's website, or school office.

Introduction

The Trust will make every reasonable effort to ensure school buildings and grounds are available for community use. However, the overriding aim of the Trust is to support schools in providing the best possible education for its pupils. Any letting of premises to outside organisations will be considered with this in mind.

Definition of a letting

A letting may be defined as 'any use of school premises by either a community group or a commercial organisation, regardless of whether a letting fee is charged. It must not interfere with the primary activity of the schools, which is to provide high standards of education for all its pupils.

Applying to use a school

Applying to use the school premises should be made direct to the school Office Manager and the 'Letting Application' should be fill in at least 21 days before the event. **(Appendix A)**.

Please note that lettings will not be made to persons under the age of 18, or to any organisation/group with an unlawful or extremist background.

The Office Manager will resolve any conflicting requests for the use of the premises, with school functions always taking priority.

The Office Manager is responsible for the management of lettings, in accordance with the Trust's policy, but the Headteacher retains overall responsibility.

If the Office Manager/Headteacher has any concerns about the appropriateness of a particular request for a letting, they will consult with the Trust's Safeguarding/Health & Safety Lead who will determine the issue on behalf of the Trust. The Trust and/or school reserves the right to refuse or cancel a booking where it is considered that it would conflict with the ethos and policies of the school or have an adverse effect on its reputation.

The Trust has the right to refuse an application and no letting should be regarded as 'booked' until approval has been given in writing. No public announcements of any activity or function taking place should be made by the organisation concerned until the booking has been confirmed in writing.

Letting agreement

Once a letting has been approved, a letter will be sent to the hirer **(Appendix B)**, confirming the details of the letting and cost, along with a copy of the terms and conditions **(Appendix C)**.

The named individual applying to hire the premises will be invoiced for the cost of the letting.

All letting fees will be paid to the respective school direct to offset the cost of services, staffing etc.

Termination of letting agreement

The Headteacher, or Trustees have the immediate power to terminate any letting agreement relating to the hire of the school premises, in accordance with the term and conditions of the model agreement.

Safeguarding

Under the DfE statutory guidance Keeping Children Safe in Education, where hiring involves activities with children, the school and Trust must ensure that any organisation hiring the premises have appropriate arrangements in place to keep children safe.

The hirer will be required to provide evidence that DBS checks have been carried out on all responsible adults, and provide evidence to this end, if necessary. The hirer must also demonstrate that they have effective safeguarding/child protection procedures in place and that there is a named 'designated person' for referring child protection and safeguarding concerns to statutory agencies eg Children's Social Care, police. Hirers are also requested to complete the 'Safeguarding Form' (**Appendix D**), which will provide the school with a clearer understanding of the safeguarding arrangements. The policies and procedures related to safeguarding and child protection should be robust enough to stand up to scrutiny in line with the expectations of the school and should be made available on request.

Allegations relating to individuals or organisations who hire school premises

If the school receives an allegation relating to an incident that happened when the hirer was using the premises, the Trust's Child Protection policy and procedures will be followed, including informing the Local Authority Designated Officer (LADO).

Health and Safety

The hirer is responsible for the health and safety of all persons using the premises and must make themselves fully aware of the fire precautions and procedures in existence.

The Hirer will be responsible for ensuring that all activities take place in a safe manner, and the number of persons using the premises shall not exceed the number notified on the Lettings Application (Appendix A).

No portable electrical equipment supplied by the hirer can be connected to the fixed electrical supply unless it has undergone periodic testing and certification for electrical safety at least annually by a competent person, in accordance with the Electricity at Work Act 1989. The school or Trust reserves the right to inspect documentation at any time.

It is the responsibility of the hirer to make their own first aid arrangements, such as the provision of first aid kit, and the provision for first aid training for supervising personnel, particularly in the case of sporting lettings. There is no legal requirement for the school to provide first aid facilities and use of the school's resources is not available.

Smoking

The whole of the school premises, which includes the grounds, is a non-smoking area, and smoking is not permitted.

Loss of property

The Trust nor school cannot accept responsibility for damage to, or the loss or theft of, Hirer's property and effects. It is the responsibility of the hirer to make their insurance arrangements, if required.

Car Parking

Cars shall not be parked, that cause an obstruction to the entrance or exit from the school. In particular, the hirer must ensure that access to the school by emergency services is not obstructed or delayed. Where parking accommodation is available, this must be used.

Indemnity and insurance

Lettings are made on the agreement that the Trust are indemnified by the hirer against any loss, damage, costs, and expenses during the use of the school premises by the hirer except where such loss, damage, costs and expenses are directly attributable to the negligence of Trust or school.

Unless specially agreed by the Trust, the insurance cover shall provide a limit indemnity of not less than £5 million in respect of any one incident and to include liability for the premises of including liability for fire and explosion risks arising from the let of the premises.

The hirer shall produce the policy of insurance for the current premium or premium upon request by the school or Trust within seven days of a request.

Neither the school or Trust shall be responsible for any injury to persons or damage to property arising out of the letting of the premises.

Fee and charges

All payments shall be made to the school direct.

Costs are calculated on heating, lighting, water, and caretaking, and should be agreed before final confirmation. Due to the complexities of VAT, the school should seek advice from the Trust's CFO.

Invoices will be issued monthly and should be paid according to agreed terms.

The school reserves the right to cancel any future bookings, if invoices are not paid on time.

Complaints Procedures

If the school has concerns about a let, the following procedures will be followed:

- A representative from the school will verbally raise the concern/s with the named Hirer.
- The situation will be monitored for two sessions to allow the issues to be addressed.
- If the situation remains unresolved, the Hirer will receive written notification of the concern/s and a further two sessions will be given to allow the Hirer to address the situation.

- If the matter remains unresolved, the Hirer will receive formal written notice to termination of the booking arrangement. This will be implemented 72 hours from the date of the letter of notification.

Please Note: If the Hirer breaks the conditions of usage, the let can still be terminated immediately.

If the Hirer has a concern or complaint about the letting the following procedures should be applied:

- Talk to the named school representative and discuss the problem. Allow 5 working days for the situation to be resolved¹.
- If still unresolved, the Hirer should notify the Trust via the Headteacher in writing and allow 5 working days for the situation to be resolved.
- If still unresolved, the matter will be referred to the Trust Board and a committee meeting will be established to resolve any concern/complaint.

¹ If complaints are raised during the holidays, the response or resolution may exceed 5 working days.

**Community Use of School Premises
Booking Application**

Appendix A

Booking Details.

Please complete full details of lead person making the booking.

Surname	
Initials	
Title (e.g Mr, Mrs, Miss, Ms)	
Address and Postcode	
Daytime Telephone Number	
Evening Telephone Number	
Mobile Telephone Number	
Emergency Contact Number	
Email	

Booking Application continue....

Please complete fully.

Name of User Organisation, Team, Individual.)	
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Name and contact details of person with lead responsibility throughout all bookings.						
Purpose Or activity for which booking is required.						
Facilities Required.						
Dates Required.			From:		To:	
Day/s of the week required, please tick and complete times and frequency.	Day	Tick days required.	Time including preparation and clearing up.		Frequency i.e Weekly, fortnightly, four weekly, monthly.	Other Comments
			From	To		
	Mon					
	Tues					
	Wed					
	Thurs					
	Fri					
	Sat					
	Sun					

Numbers Involved	Estimated Total Number Attending		Of which age 0-16		Of which age 17-24		Of which age 24+	
Total number of people attending and break down of age group	Male	Female	Male	Female	Male	Female	Male	Female
Of these attending, approximately how many -	Live In Hull?		Are children who attend this school?		Are parents of children who attend this school?		Are disabled?	

Appendix B

Confirmation of Booking to Let School Premises

Date:

Dear

This is to certify confirmation of your booking to let the school premises as detailed in the Letting Invoice dated _____ which was previously sent to you.

Please find enclosed a receipt for payment covering the cost of this let.

We hope that you will find our premises a satisfactory venue for you let and will consider using us again in the future.

Yours Sincerely

Appendix C

HIRES AGREEMENT WITH CARETAKER/SCHOOL AGENT

If you have any particular complaint about the services about the service, you should approach the Site Manager who will then advise you on the procedure to be followed.

ADDITIONAL TERMS AND CONDITIONS

The following terms are in the addition to the School hire agreement.

- The School premises will be available for let during term time, from Monday to Friday. It is also available during the Easter and Summer holidays for the purpose of providing a holiday club. A Letting will not be permitted beyond 11pm.
- The School will notify the Site Manager about the use of the Schools premises.
- All adults organising activities or events including children must be **DBS** checked.
- You will ensure that a first aid post, with a qualified first aider, will be available at all times.
- Any departure from the “Conditions for the Lettings of School Premises” must be agreed with the Site Manager in advance.
- We expect you to supervise the children appropriately to ensure their health and safety.
- The Office Manager will confirm the hire by invoice, which will specify the premises to be used; the nature of the activity; the time and duration; and the cost.
- The permission for the letting to take place is subject to the payment of the invoice before the actual hire takes place. The payment will be made to the school.
- The Headteacher or Trust has the power to terminate any hire agreement relating to the hire of the school premises.
- We are delighted that you have chosen our school for your event. We will provide the facilities you have requested and in return, we expect you to respect our learning environment and leave our grounds and equipment in the condition you found them.

Appendix D

SAFEGUARDING FORM

FOR LEASING OS SCHOOL PREMISES BY EXTERNAL ORGANISATIONS FOR ACTIVITIES PROVIDED FOR CHILDREN, YOUNG PEOPLE AND VULNERABLE ADULTS.

HCAT Trust is committed to ensuring that all organisations that use their premises comply with guidelines recommended by the Local Safeguarding Children Board, and also as set out by the Department for Education.

Detailed below are a set of questions which we expect all organisations to be able to answer. As part of its safeguarding responsibilities, the school will monitor and periodically check that the information provided is accurate and all hirers must provide additional evidence where requested.

CONTACT DETAILS

Details of organisation requesting the letting arrangements:

Name:

Address:

Telephone No:

Email:

INSURANCE

For all regular/block bookings your organisation must have Public Liability Insurance (£5M) that is valid for the period of the hire. (n.b. this is not the same as Employer Liability Insurance.)

Please give details of your Public Liability Insurance cover (insurer, date of policy, etc):

Insurer:

Start Date of Policy

Expiry Date of Policy

Please send evidence of your Public Liability Insurance (certificate, schedule or a letter from your insurance company) to the school along with your Safeguarding and Booking forms. Bookings cannot be confirmed or go ahead until this has been received.

PLEASE ANSWER ALL THE QUESTIONS BELOW

POLICIES & PROCEDURES

Do you have an appropriate Child Protection Policy, along with procedures and codes of conduct that are compatible with those held by the Trust and by the Local Safeguarding Children Partnership and set out by the Department for Education.

PLEASE ANSWER ALL THE QUESTIONS BELOW	YES	NO
PLEASE ANSWER ALL THE QUESTIONS BELOW		
Do you have an appropriate Child Protection Policy, along with procedures and codes of conduct that are compatible with those held by the Trust and by the Local Safeguarding Children Partnership and set out by the Department for Education?		
Do you have an approved procedure in place in the event of a child protection allegation being made against a member of your staff or organisation?		
Do you have a Code of Conduct for staff that is compatible with the Schools Code of Conduct and expectations?		
Are you aware of the procedures to follow if you think a child is being abused and have you shared this information with your members of staff?		
Do you have an approved procedure in the event of a child protection allegation being made against a member of your staff?		
Does your organisation keep records and registers of all children attending the activity?		
SAFER RECRUITMENT		
Do you have robust practices in place which meet the safer recruitment guidance set out by Department for Education in their "Keeping Children Safe in Education" publication.		
Can you confirm that job interviews have been carried out for all staff and volunteers and that full application details exist?		
Can you confirm that individual identity, right to work and qualification checks have been satisfactorily completed?		
Are enhanced DBS checks obtained on all staff or volunteers working with children, including transporting children as part of the activity?		
Can you confirm that a minimum of 2 satisfactory references have been received (from previous employers where possible) which address the individual's suitability to work with children and young people?		
Can you confirm that staff or volunteers have not had a break of 3 months or more from employment since their latest DBS disclosure was obtained.		
Can you confirm that a record of recruitment and vetting checks is kept by your organisation and that this is kept up-to-date and is available for inspection by the school on request?		
SAFETY & WELFARE		
Do you have a trained first aider in attendance at all times and suitable first aid equipment?		
Do you have appropriate arrangements in place for other emergencies?		
Are you aware of the arrangements that are in place to liaise with a member of school staff if there are any particular concerns?		
If using potentially hazardous equipment provided by the school, can you confirm that it will be operated by suitably trained staff, and it will be supervised at all times by an adult member of staff?		
Your organisations do not condone bullying, racism or any other forms of prejudice by your members of staff or any of you clients and their family members?		
Do you have specific arrangements in place for dealing with situations where children are not collected after the activity?		
If providing child care, please confirm that the organisation is registered with Ofsted?		

Please provide registration details:		
Is your organisation registered with the appropriate national registered body (e.g FA for football organisations)?		
Please provide details:		
DATA PROTECTION		
Does your organisation have procedures in place to protect staff and client personal information in line with the requirements of GDPR and the expected provisions of the DPA 2018?		
UPDATES		
Do you agree to notify the schools of any changes in Ofsted registration, adults regularly present and any other changes as relevant? Changes will need to meet the same safeguarding criteria applied for the original application.		

Please list below the names and addresses of all staff and volunteers from your organisation who will be on site at any time during the period of your hires:

NAME	ADDRESS

Signed on behalf of organisation _____ Date _____

Print Name (Nominated Club Official) _____

Telephone number _____ Email address _____

Please send evidence of your Public Liability Insurance (certificate, schedule, or a letter from your insurance company) to the school along with your safeguarding and booking forms. Bookings cannot be confirmed or go ahead until this has been received

Table of changes

Date	Change or inclusion
April 2024	<ul style="list-style-type: none"><li data-bbox="453 304 1206 338">• Removal of reference to COVID 19 Government guidelines.<li data-bbox="453 338 1401 374">• Added new section relating to allegations involving staff hiring the premises.