

	Title	Lettings Policy
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	Owner	Headteacher
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	Review Date	Autumn Term 2022 <i>or earlier where there is a change in the applicable law affecting this Policy Guidance</i>

Equality Impact Assessment

The school aims to design and implement services, policies and procedures that meet the diverse needs of our provision, population and workforce, ensuring that none are placed at an unreasonable or unfair disadvantage over others. We are confident that this policy does not place anyone at an unreasonable or unfair disadvantage, and is compliant with relevant equalities legislation.

Where the school or staff are referred to, the policy and the following procedures apply to all staff working for Corbets Tey School on all sites.

Version Control

Version	Date	Author	Description of Change
1	Autumn Term 2021	Health and Safety and Site Administrator	Annual Review
2	Summer Term 2022	Enterprise and Technology Lead	Review

1. Policy Objectives

With regard to letting of the school premises and site facilities, the governors recognise the following:

- School premises represent a significant capital investment and should be fully utilised
- School premises are a valuable resource that should benefit the local community
- The school's delegated budget should not subsidise any letting
- Charging for lettings should cover the costs of hire and, where appropriate, raise additional funds for the school
- Letting of premises should not interfere with the school's primary purpose of providing education to students
- Community use of the facilities introduces additional health and safety and safeguarding risks to the school
- Community use of the facilities introduces additional wear and tear to the facilities
- Not-for-profit, smaller community groups, parents and carers or staff may have limited financial resources providing strong community benefits.

There is a balance to achieve between protecting the school from risks and generating maximum income from lettings while providing access to our specialist facilities by disability and charitable groups.

The rates for hiring out different areas are listed in the table in the **Schedule of Hire Charges**. We may decide that certain organisations or activities can use the premises for a reduced rate, or free of charge, if it supports the core aims of the school or certain people.

To ensure a fair and equal process for charging we have set categories of users:

- Priority users;
- Private users.

The Definition of a **Priority User** is:

Charitable	Individuals, groups or organisations who have charitable status or operate for charitable purposes
Not-for-profit	Community groups who have limited financial resources, e.g. local sports club run by parents
Staff	Staff who work at our school, e.g. arranging a birthday party for their child
Parents and Carers	Parents or carers of students currently attending the school, e.g. arranging a birthday party for the child attending the school
Other Relationship	A person who has a strong relationship with the school through fundraising or volunteering to benefit the school

Private Users are individuals, groups, members of the local community and organisations who have no formal connection to the school.

The Headteacher will decide on the category of each lettings enquiry taking into account existing relationships and previous letting arrangements with the school.

2. Responsibilities

The governing board are responsible for lettings of the premises but delegate the authority to accept applications for hire and for management of lettings to the Headteacher.

3. Hire Requests

All hirers must fully complete a letting's hire agreement and must provide all requested documentation with regard to health and safety and safeguarding of children while on school premises. Before filling out a request form, hirers should read and understand the **Full Terms and Conditions** and the **Schedule of Facility Hire Costs**. Hirers must attend an initial meeting (telephone, virtual or face-to-

face) with the Site Administrator to go through the application and to provide, or make arrangements to provide, the required documentation.

4. Induction

A lead representative of the hiring group or organisation must undergo a formal induction before the commencement of the letting to ensure that they are aware of all health and safety information and procedures. The **Lettings Health and Safety Checklist** must be completed and signed by both the hirer and the school representative (usually the site manager) delivering the induction. The lead representative who has undergone the formal induction must ensure that all adults present at activities during the letting are fully aware of the health and safety procedures. For repeat agreements a formal induction will be carried out before each separate block of lettings and repeated at least annually for ongoing lettings.

5. Security and Supervision

The headteacher may require school staff as the responsible person to be present during lettings. This will be required if the school building is used as locking up will need to be carried out by a member of staff at additional cost to the hirer.

A first aid trained person will always need to be present during lettings. If the hirer is not able to provide certification of a first aid trained person to be present at all times during the letting, the school may be able to provide a first aider at additional cost to the hirer.

A member of staff hiring the premises for their friends or family cannot be the responsible person to supervise attendees due to conflicts of interest. A separate member of staff will need to be present at additional cost to the hirer.

6. Safeguarding

Corbets Tey School is committed to safeguarding and promoting the welfare of children and young people. Accordingly we expect all staff, volunteers and third parties at our premises to share this commitment.

It is a requirement of hire that hirers abide by the schools' requirements in respect of safeguarding. Any failure from the hirer in this respect will result in the hire being terminated.

It is the responsibility of the hirers to ensure that safeguarding measures are in place during the letting.

We will ask for confirmation that the hirers have had the appropriate level of DBS check. The hirer will be required to have appropriate safeguarding policies in place and shall provide copies of these policies as part of the initial application meeting. The quality of policies will be verified before any letting takes place.

The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact the Headteacher, Emma Allen' through the site manager, Dave Hawkes, on 07833 342146 as soon as reasonably practicable.

Lettings will not be made to any organisation or group with an unlawful or extremist background or profile or for any activity that promotes extremist views.

7. Review of Policy

The governing board will review the policy annually including the scale of hire charges for the forthcoming year.

8. Forms and Documents

- Appendix 1 - Schedule of Facility Hire Costs
- Appendix 2 - Application to Hire Premises
- Appendix 3 - Lettings Health and Safety Checklist
- Appendix 4 - Full Terms and Conditions of Hire
- Appendix 5 - Pool Hire Rules

Appendix 1

Schedule of Facility Hire Costs

Facility	Capacity	Per Hour Costs		One Off Costs
		Hire Cost	Staffing (Supervision, First Aider or Security)	Additional One Off Costs
Soft Play	20 persons <i>(including adults)</i>	Priority User £30.00 per hour	£32.50 per hour <i>(compulsory)</i>	Admin Cost £30.00 Cleaning £30.00 <i>(if not carried out by the hirer)</i>
		Private User £50.00 per hour		
Sensory Playgrounds	50 persons <i>(including adults)</i>	Priority User £30.00 per hour	£32.50 per hour <i>(if first aider not provided by hirer)</i>	Admin Cost £30.00 Toilet block £10.00
		Private User £50.00 per hour		
Field and Playground	n/a	Priority User £20.00 per hour	£32.50 per hour <i>(if first aider not provided by hirer)</i>	Admin Cost £30.00 Toilet block £10.00
		Private User £30.00 per hour		
Classroom	20 persons <i>(including adults)</i>	Priority User £30.00 per hour	£32.50 per hour <i>(compulsory)</i>	Admin Cost £30.00 Cleaning £30.00 <i>(if not carried out by the hirer)</i>
		Private User £50.00 per hour		
Main Hall Weekday evenings and weekend daytime	100 persons	Priority User £40.00 per hour	£32.50 per hour <i>(compulsory)</i>	Admin Cost £30.00 Cleaning £50.00 <i>(if not carried out by the hirer)</i>
		Private User £40.00 per hour		
Main Hall Weekend evenings, 5pm-9pm	100 persons	Priority User £60.00 per hour	£32.50 per hour <i>(compulsory)</i>	Admin Cost £30.00 Cleaning £50.00 <i>(if not carried out by the hirer)</i>
		Private User £80.00 per hour		
Swimming Pool	20 persons	Priority User £40.00 per hour	£45.00 per hour <i>(if lifeguard not provided by hirer)</i> £32.50 per hour <i>(if first aider not provided by hirer)</i>	Admin Cost £30.00 Cleaning £50.00 <i>(if not carried out by the hirer)</i>
		Private User £60.00 per hour		

Some costs can be combined for a hire of more than one facility at the same time.

Pre-approved staff organised events such as raising money to benefit the school pay a flat fee of £100 to cover cleaning and admin costs. Any additional staffing needed will be at an additional cost of £32.50 per hour.

Appendix 2

Application to Hire Premises of Corbets Tey School



School Contact Information

School	Main Office	01708 225888
Lettings Administrator	Karen Hoffman	khoffman@corbetstey.havering.sch.uk
Site Manager	Dave Hawkes	07833 342146

Applicant Details:

Applicant Name:			
Home Address:			
Telephone No. Home:		Work:	
Society/Organisation			
Organisation Address:			
Facility/Facilities Required:			
Purpose of Hiring:			

Dates and Times of Required Hire:

Day	Date	Time	
		From:	To:

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Further Information

Please detail your group or organisation's experience in delivering this service with young people.
Please detail any formal complaints that have been made with regard to accidents, health and safety or safeguarding incidents within your group or organisation.
Please detail your procedures for keeping records and registers of all children and young people involved in your organisation's activities at our premises.
Please give details of your organisation's registration with appropriate national registered bodies, e.g. Integrated Youth Service, F.A., etc:
If providing childcare, please confirm that the organisation is registered with Ofsted and the registration details.
Please detail any inspection reports carried out on the organisation and any issues highlighted. We will require sight of these.

Policies and Certification

Please tick to indicate that you have provided the following at the letting appointment:

Original Enhanced Disclosures (DBS) for all adults involved in the group activities, which show the disclosure number and date of issue	
Your organisation's current, signed Safeguarding Policy	
Your named Safeguarding-Coordinator's Training Certificate.	
Please supply the coordinator's name:	
Your organisation's current, signed Allegations Policy	
If you intend to store or administer medication on our premises, your organisation's current, signed Storage and Administration of Medication Policy	
If you intend for your staff to carry out intimate care of children or young people on our premises, your organisation's current, signed Intimate Care Policy. See below	
If you do not intend to carry out intimate care or administer medication, we will require a signed statement to confirm this.	
First aid qualification certificates for at least one member of staff and volunteers who will be present during your organisation's activities at our premises	
Qualification certificates held by staff and volunteers who will be present during your organisation's activities at our premises	
Your organisation/group's Public Liability Insurance Policy - minimum £5,000,000.	
All risk assessments for all on-site activities (it is a requirement that these are completed)	

Please list all staff and volunteer's names who are involved in your organisation's activities at our premises and their DBS disclosure details. We will require sight of documented proof at the initial letting appointment.

Name	Disclosure Number	Date of Issue

NB: These must be the adults that actually attend the sessions. If we do not have DBS details for adults who attend on the day, we will be forced to cancel the session.

Declarations

Person in Charge of Letting (Hirer)	
Group or Organisation Name	

I do hereby apply for the use of accommodation and facilities stated. I have read and agree with the conditions of hire. If my application is approved, I will ensure that payments are paid in advance of my letting. I hereby declare that I am responsible for ensuring that appropriate checks have been carried out for all staff and volunteers who are involved in activities at our premises and that an appropriate number of qualified first aiders are present during activities (and qualified lifeguards during swimming activities).

Nominated Group Leader	
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First Aid Trained Person	
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I will ensure that both of the above named will be present during activities at all times and will be present until the last person included/associated with our activities leaves the school site.

I hereby declare that:

- Nominated group leaders will receive Health and Safety induction specific to this activity and this site
- I understand and agree to report any health and safety issues or any potential hazards on our site immediately to the site manager
- I give my assurance that any security swipe cards or padlock codes provided to me by the school in order for me to gain entry will not be passed on to any other person and I will make every necessary efforts to conceal this information from others.
- I agree to comply with the lettings **Full Terms and Conditions of Hire of School Premises** at all times.
- I understand that while all reasonable checks have been made as part of this letting the school accepts no responsibility for the quality of the hiring organisation's policies, risk assessments or provision.

Signature of Applicant:		Date:	
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To be completed by the school

Name of Group or Organisation	
Date of Letting	

I on behalf of Corbets Tey School hereby agree for the above organisation or group to hire the school premises of the above date.

Signature of Headteacher or Deputy		Date:	
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Payments

Name of Hirer	
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Description (Area of the School)							
No. of Weeks	No. of Hours	No. of Staff	No. of Lifeguards	Admin	Cleaning	Outside Toilet	Charge
				Y/N	Y/N	Y/N	

Description (Area of the School)							
No. of Weeks	No. of Hours	No. of Staff	No. of Lifeguards	Admin	Cleaning	Outside Toilet	Charge
				Y/N	Y/N	Y/N	

Description (Area of the School)							
No. of Weeks	No. of Hours	No. of Staff	No. of Lifeguards	Admin	Cleaning	Outside Toilet	Charge
				Y/N	Y/N	Y/N	

Description (Area of the School)							
No. of Weeks	No. of Hours	No. of Staff	No. of Lifeguards	Admin	Cleaning	Outside Toilet	Charge
				Y/N	Y/N	Y/N	

Description (Area of the School)							
No. of Weeks	No. of Hours	No. of Staff	No. of Lifeguards	Admin	Cleaning	Outside Toilet	Charge
				Y/N	Y/N	Y/N	

Total Charged:	
Date Paid	

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Appendix 3

Lettings Health and Safety Checklist

(To be carried out before start date of letting and at least annually for long term letting)

Activity	Done ✓ or N/A	Further Action or Notes
Site: Hirer informed of:		
Capacity limit		
Normal access and exit (escape) routes		
Parking arrangements		
Seating arrangements		
Access and location of toilets / changing		
Access to drinking water		
Power supply		
Procedures for reporting of hazards or H&S issues		
Security Arrangements: Hirer agreed to:		
Ensure all fire exits necessary will be open during event		
Ensure security of school site during event		
Ensure that premises will be returned to "normal"		
Secure premises after event		
Leave school clean & tidy after event		
Control of numbers (not to exceed maximum capacity)		
Ensure first aid box(es) are available, stocked, accessible		
Ensure that First Aiders provision is sufficient		
Emergencies: Hirer informed of:		
Any special procedures for event		
Emergency procedures		
Location of first aid equipment		
How to use the phone system		
Fire alarm		
Call points		
Firefighting equipment		
Assembly points		
Procedures for recording / reporting of incidents		
Emergencies: Hirer has been given:		
A plan showing above locations		
A tour of the above locations		
School health and safety policy and risk assessments		
Responsible person identified and present?		

Signed by Hirer		Date:	
Print Name:		Position:	
Signed by Inductor		Date:	
Print Name:		Position:	

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*Appendix 4***Full Conditions of Hire of School Premises**

1. "Hirer" means the person or entity identified in the relevant **Application to Hire the School Premises** form.
2. The hirer shall pay the full amount as stipulated by the school, and shall not be entitled to set off any amount owing to the school against any liability, whether past or future, of the school to the licensee.
3. The hirer shall occupy the part(s) of the premises agreed upon as a non-exclusive licensee and no relationship of landlord and tenant is created between the hirer and the school by this licence.
4. The hirer shall not sub-licence any of the premises under the licence.
5. The hirer shall not use the premises for any purpose other than that agreed upon in the licence, as set out in the hire request form.
6. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the licence.
7. The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.
8. The hirer shall be responsible for all matters relating to health and safety and shall be responsible for those in attendance during the specified time.
9. The hirer must take out its own public liability insurance with a reputable insurer approved by the school and provide a copy of the relevant insurance certificate before the start date of the licence.
10. The hirer shall not conduct, nor permit or suffer any other person to conduct, any illegal or immoral act on the premises, any activities promoting extremist views, nor any act that may invalidate any insurance policy taken out by the school in relation to the premises.
11. The hirer shall indemnify and keep indemnified the school for at least £5,000,000 from and against:
 - a. Any damage to the premises or school equipment;
 - b. Any claim by any third party against the school; and
 - c. All losses, claims, demands, fines, expenses, costs (including legal costs) and liabilities, arising directly or indirectly out of any breach by the hirer of the licence or any act or omission of the hirer or any person allowed by the hirer to enter the premises
12. Save that nothing in the licence shall exclude or limit either party's liability for personal injury or death arising from the negligence of either party or any other liability that cannot be excluded by law, the school shall not be responsible for any losses of a direct or indirect nature, and its maximum liability to the hirer shall not exceed the total fees paid or to be paid to the school by the hirer under the licence.
13. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
14. The hirer will leave the premises in the condition it was found in, leaving the area clean and tidy and not leaving any of their own equipment behind.
15. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior written agreement from the school.

16. If the hirer breaches any of the terms and conditions the school reserves the right to terminate the licence and retain any fees already paid to the school, without affecting any other right or remedy available to the school under the licence or otherwise.
17. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
18. The hirer will not permit any unlawful or extremist activities on the premises.
19. The hirer will acquire all appropriate additional licences for any activities they are running, including those required for use of any third party intellectual property.
20. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running. This includes a risk assessment for COVID-19.
21. No explosives or other hazardous substances may be brought on to the School Premises without the prior written consent of the School
22. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
23. The hirer and the individuals participating are responsible for adhering to the latest government guidelines on COVID-19 at all times.
24. The school's premises hire policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation issued by the school shall apply to and are incorporated in the licence.
25. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
26. The school and the hirer irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising from this licence.

Appendix 5

Pool Hire Rules**Pool Organisation**

- At least one attendee has a current first aid certificate
- One qualified lifeguard will organise activities and observe the pool during sessions;
- A group lead must be present at all times
- The group leader will have responsibility for health and safety and behaviour issues during sessions and will be pro-active in may requesting a change
- All children or young people must be accompanied by a responsible adult over the age of 16 years
- Parents or Carers must be prepared to adhere to any requests from the group lead
- The number of swimmers are restricted to a maximum of 20 per session, including adults supporting
- Swimmers who may suffer from any level of incontinence should wear waterproof lined swimwear/nappies or suitable tight fitting swimwear
- The Group Lead must read the Normal Operating Procedure (NOP) and Emergency Action Procedure (EAP)

Parent s or Carer Role

- Parents or carers are responsible for their own children and young people at all times during sessions
- Parents or carers must only enter changing rooms of their gender, regardless of their children's/young people gender
- Parents or carers must bring their own swimwear to sessions in case they are required to be in the water to support their child/young person (this may be decided by the group lead either before or during the session)
- Parents or carers should ensure that none of their children/young people enter the pool before the session start time or stay beyond their session end time
- All adults must ensure that the gate to the pool is closed and locked using the bolt and clip fastener when entering or exiting the pool area
- All adults must be vigilant in observing their children or young people either from the poolside or from the water throughout the whole session
- Parents or carers are responsible for taking their children or young people to the toilet during sessions and when dressing/undressing in the changing rooms.

Expected Behaviour

- Shoes should be taken off outside the pool building unless a disability prevents this
- No jewellery to be worn whilst swimming except ear studs
- No running on pool side
- No jumping, diving or bombing into the water
- No throwing objects
- No climbing over dividing wall from one pool to another. To change pools, steps must be used to exit one pool and to enter the other
- Play activity must not include lifting children above the surface of the water and dropping or throwing into the water
- No eating in the changing rooms or poolside area
- All children 8 years and above must use changing room of their gender only
- All children/young people should go to the toilet before entering the swimming pool
- All children and adults should shower before and after swimming

Persistent disregard for any of these rules may mean that your child or young person cannot safely be accommodated at the session and may be asked to leave.