



Christ Church New Malden

Church of England Primary School



Lettings Policy

Committee responsible	Business Impact Committee
Approval required by	Business Impact Committee
Statutory or Recommended	Statutory
Frequency of review	Every year
Date last reviewed	January 2023
Date of next review	January 2024
Display on website	No
Link with other policies	Health and Safety Policy Safeguarding Policy Asbestos Management Plan

	Signed	Date
Headteacher		31st January 2023
Chair of Governors		31st January 2023

1. Introduction

Christ Church New Malden 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 must be followed at all times.

In addition, there is important information that this policy communicates to organisations who let the premises from the School, such as health and safety matters and insurance arrangements.

2. Legal framework

This policy has due regard to all 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

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'
- DfE (2015) 'Advice on standards for School premises'

3. Definitions

For the purpose of this policy, a letting is defined as any use of the School's premises by an individual, a community group or a commercial organisation.

The School will allow its premises to be let out; however, the letting arrangement will not interfere with the primary activity of the School, which is to provide a high-quality and safe teaching environment or is not in line with our Christian ethos.

4. Roles and responsibilities

The Governing Body is responsible for:

- Agreeing prices to charge for using the premises (see Annex)
- Working with the Headteacher to ensure all relevant policies and procedures are implemented and made available to Hirers.

The Headteacher is responsible for:

- Reviewing the applications of a proposed letting arrangement and determining if the arrangement would pose a risk to the primary activities of the School and its pupils.
- Contacting a legal expert with regards to the transaction, for specialised guidance, if necessary
- Establishing any safeguarding risks associated with the letting.

The Business Manager is responsible for:

- The overall oversight of the letting, handling any queries from the Hirer.
- Communicating any relevant information to the Hirer, e.g. fire safety precautions.
- Liaising with the Headteacher to establish whether or not the proposed activity is suitable for the premises.
- Ensuring that the School has the correct insurance in place for hiring out the premises.
- Checking that the Hirer has the appropriate public liability insurance in place.
- Working with the Site Manager to ensure the premises are fit for use.
- Ensuring Hirers familiarise themselves with the relevant School policies and procedures, e.g. the Evacuation Procedures and the Asbestos Management Policy.
- Reviewing the relevant safeguarding checks carried out by the Hirer to ensure they comply with the School's policies.

The Site Manager is responsible for:

- Ensuring the facilities and equipment requested are clean and in a good working condition for each Hirer.
- Working with the Hirers to ensure high levels of security are maintained.
- Showing the Hirers how to properly secure the premises after use if appropriate.
- Maintaining and checking equipment to ensure the general upkeep of the site and its facilities.
- Organising any repairs and/or replacement of equipment.
- Notifying the Hirer of any known asbestos in the School.
- Ensuring the Hirer is made aware that CCTV cameras are installed within the School and ensure they have read the Surveillance and CCTV Policy.

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.
- Ensuring all related visitors and volunteers have signed in during their period of hire.
- Leaving the premises in a clean and tidy condition.
- Working with the Site Manager to ensure that the premises are secure after use.
- Obtaining adequate public liability insurance to a minimum of £5 million.
- Providing the School with proof that they hold a current and relevant insurance policy.
- Obtaining all necessary safeguarding checks for all activities involving children, e.g. DBS checks, and providing proof of this to the School.
- Reading the School's safeguarding policies and procedures and ensuring they understand the rules and procedures detailed within.
- Informing the Governing Body of the activities that will be undertaken on the premises.

5. Charges

The Governing Body is responsible for determining charges for the letting of the School premises.

The charge issued for each letting will be reviewed regularly by the Governing Body. The hirer will be given a minimum of 28 days notice of any change.

The charge issued for each letting will be reviewed annually by the Governing Body.

The review of charges will take place in the Spring term, for implementation in the beginning of the next financial year, taking effect from 1 April that year.

The agreement may be cancelled, provided that in each circumstance at least 28 days notice either way is given in writing.

It is the Hirer's responsibility to notify its clients in writing of any changes in dates or venue. The School may require a deposit 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 five days' notice before cancelling a booking.

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.

See Annex A for current charges

6. VAT

In general, the letting of rooms is exempt of VAT excluding sports lettings

NB If we let out sports and physical recreation facilities for a series of sessions supply is

exempt (unless you have opted to tax) when you meet **all** the following conditions:

- The series consists of 10 or more sessions, each session is for the same sport or activity.
- Each session is in the same place. This condition is still met where a different pitch, court or lane is used (or a different number of pitches, courts or lanes), as long as these are at the same establishment.
- The interval between each session is at least 1 day but not more than 14 days (for an interval to be at least 1 day, 24 hours must elapse between the start of each session). The duration of the sessions may be varied. There is no exception for intervals greater than 14 days through the closure of the facility for any reason.
- The series is to be paid for as a whole and there is written evidence to the fact. This must include evidence that payment is to be made in full whether or not the right to use the facility for any specific session is actually exercised. Provision for a refund given by the provider in the event of the unforeseen non-availability of their facility would not affect this condition.
- The facilities are let out to a school, club, association or an organisation representing affiliated clubs or constituent associations, such as a local league.
- The person that the facilities are let to has exclusive use of them during the sessions.

7. Managing lettings

The Governing Body has overall responsibility for the management of lettings. The Headteacher will be delegated the day-to-day management of the lettings; however, setting charges stays with the Governing Body.

The Headteacher may delegate aspects of the management of lettings to other relevant members of staff, such as the Business Manager.

If the Headteacher has any concerns regarding the activities the Hirers are conducting, they will consult the Governing Body 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 School will review the application; the School has 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, a letter of confirmation will be sent to the Hirer 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 Body's charges. For regular bookings, this will normally be termly in advance.

The Hirer will be a named individual and the agreement should be in their name, giving their permanent address.

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

Sub-letting of any kind is strictly prohibited. If the School receives any evidence pertaining to plans to sub-let, all booking that the Hirer has made will be cancelled.

The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the School against all sums of money which it may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

A draft copy of any information to be distributed to participants or through the school must be sanctioned by the School. Any Hirer who wishes to display a banner attached to the perimeter fencing promoting their activity may do so with the permission of the Headteacher.

The location of the banner will be at the discretion of the Headteacher.

The School reserves the right to cancel or amend a letting in the event of the premises subsequently being required for school activities. In this event as much notice as possible will be given but the school will not be under any obligation to offer alternative accommodation.

8. Safeguarding

Organisations submitting a lettings request involving working with children and/or young people will submit a signed copy of their current Safeguarding Policy. All hirers must state the purpose of the hire.

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 regards to the prevention of terrorism and radicalisation
- Whether the letting is deemed compatible with the ethos of the School

An application will not be approved if the Hirer's purpose:

- Is aimed at promoting extremist or anti-Christian views.
- Involves the dissemination of inappropriate materials.
- Contravenes the statutory Prevent duty.
- Is likely to cause offence to public taste and decency (except where this is, in the opinion of the trust, balanced or outweighed by freedom of expression of artistic merit)

If any members of staff have concerns regarding the purposes for which the Hirer is using the facilities, they should contact the Headteacher immediately.

The Headteacher will file an incident report form if they have reason to believe that the letting has been used for political purposes not previously authorised, the dissemination of inappropriate material or any other purpose that contravenes the Prevent duty.

Where an individual group is found to be promoting views in contravention of the School's Prevent duty, 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 the School premises.

9. Data Protection

The school will adhere to its Data Protection Policy at all times.

The school will provide hirers with the statutory privacy information of the Privacy Notice for Third Parties.

The DPO will ensure that the hirer's information is processed in accordance with the GDPR and Data Protection Act 2018.

10. Emergencies and Health and Safety

The School will undertake relevant risk assessments before activities are carried out on the premises to ensure the safety of the Hirer and any additional visitors.

There is no legal requirement for the School to provide first aid facilities for the Hirer. A qualified first aider (provided by the Hirer unless included in the letting charges) should be on-site at all times. It is the Hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings.

Use of the School's resources is not available except the defibrillator unless included in the letting charges.

Smoking is not permitted on the premises at any time.

Alcohol will not be brought on to, or consumed on, the premises unless the Hirer obtains the appropriate licence and this has been agreed in writing with the Headteacher.

The Hirer familiarises themselves with the School's Fire Risk Assessment and other relevant risk assessments before using the premises.

The School will make copies of the School's Fire Evacuation Plan available to the Hirer on arrival at the School.

The Hirer will be shown the School's fire exits and evacuation points by the Site Manager on arrival.

11. Using the Site

The Hirer will liaise with the School to ensure the School remains secure before, during and after use, where appropriate.

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

Out of school hours, the Site Manager will hand over control of the premises to the first hirer of the period.

Keys/security codes etc. will not be passed to any Hirer or other person without written permission from the School Business Manager. Should the hirer mislay or lose a key / code then they will be charged for a replacement.

The Hirer shall, at the end of the hire period, leave the accommodation in a clean and tidy condition, all equipment is returned to the correct place of storage. If this condition is not adhered to, the hirer may be charged an additional cost.

The Site Manager will return to the site to ensure the site is clean and secure ready for the next day.

The School uses a 'three strike rule' when handling 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.
- Strike three – the Hirer will be barred from booking the School premises for any activity for a period of two months. The Governing Body also expects the Hirer to issue an apology to the School and complainant in writing.

The use of public announcement systems and loudspeakers must be agreed with the Headteacher and Business 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 Body and School will not accept responsibility for any loss, damage or accident that may occur whilst the car park is in use.

12. Equipment

Hirers will identify any equipment they require from the School and detail this in their application form; there are additional fees for the hire of this equipment. Hirers must seek permission from the School to use any additional equipment once the form has been submitted.

The Site Manager will conduct an inventory of all the equipment that the Hirer requests, noting its condition. The Site 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 by the School. If a furniture/equipment move has been agreed, the Hirer and Site 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.

Hirers are allowed to bring their own equipment on to the premises; however, they will be required to detail 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.

At the Junior Site, CCTV systems is used to monitor events and identify incidents taking place whilst the premises are in use. Hirers will report any stolen or missing equipment to the School immediately.

Food and drink may be prepared on the premises in line with current food and hygiene regulations.

No intoxicants shall be brought on to or consumed on the premises without prior permission of the Headteacher or Governing Body

Annex A: Pricing

Type	Our Charges per session
Lunchtime clubs for pupils	£15
Before & After School Clubs for pupils run by & charged for by external providers per hour or part thereof.	£20
Lettings for non-pupil activities	£60
Lettings outside Term time	On application

Christ Church New Malden Primary School Premises Hire Application Form

Organisation	
Named individual	
Address (for invoicing)	
Contact number	
Email address	
Deposit amount	
Payment method	

Requirements	
Day of hiring	
Time of hiring	
Rooms	
Equipment needed (there will be an additional charge)	Audiovis ual Piano Other (please state)
Details of any equipment you will be using on the premises	
School to provide First Aid (there will be an additional charge)	Yes <input type="checkbox"/> No <input type="checkbox"/>

Type of Activity	
Likely Attendance	
Will you be working with children and/or young people? Yes <input type="checkbox"/> No <input type="checkbox"/>	

If yes, please attach a copy of your Safeguarding Policy and details of the DBS checks of all staff who will be attending.	
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	

The School agrees to hire the premises to the hirer on the date(s) and for the period(s) mentioned above, upon payment of the letting charge.

The hirer accepts all the conditions of hire as set out in the attached Lettings Policy.

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.

Headteacher	
Signature	
Date	