



**Minerva**  
Learning Trust



## **Lettings Policy**

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## Changes to this edition

- Date change to front cover
- Updated KCSIE to 2024 guidance

## 1. Purpose

The purpose of our school facilities is for the benefit of education provision and the school community. We understand that extending the use of the premises to the wider community allows our schools to generate income and provide an advantage to the clubs and groups who may use the facilities.

The Trust and its schools endeavour to positively contribute to increasing participation in activities taking place in our local communities.

This policy sets out the rules and procedures the trust expects hirers to follow when using the facilities.

## 2. Aims

This policy aims to clarify the procedures for the hire of the school's facilities. By allowing facilities to be hired we aim to:

- Maximise the use of all its facilities for the benefit of the community
- Ensures that the educational use of the buildings are prioritised without prohibiting other users
- Generate additional income that can be reinvested to support other activities at the school

## 3. Links other Documents

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

- The School Premises (England) Regulations 2012
- Health and Safety at Work etc. Act 1974
- The Health and Safety (First-Aid) Regulations 1981
- Education Act 1996
- The Control of Asbestos Regulations 2012
- The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) 2013
- Value Added Tax Act 1994

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

- DfE (2018) 'Advice on standards for school premises'
- DfE (2015) 'The Prevent duty'
- HMRC (2020) 'Land and property (VAT Notice 742)'
- HMRC (2019) 'Education and vocational training' (VAT Notice 701/30)
- DfE 'Keeping children safe in education 2024'

This policy should also be read in conjunction with the following Trust/School policies:

- Trust Health and Safety Policy
- School Health and Safety Policy

- School Child Protection and Safeguarding Policy
- School Fire Evacuation Procedure
- Trust CCTV Policy
- Letting School Premises Risk Assessment
- School Risk Assessment

## 4. Roles and Responsibilities

<b>Trustees</b>	<ul style="list-style-type: none"> <li>• Oversee that marketing of the facilities is appropriate and is maximised to generate interest.</li> <li>• Ensures the Headteacher implements relevant policies and procedures and made them available to hirers.</li> <li>• Ensures the Headteacher has set a fair charging scheme for using the premises: these will reflect the condition of the facilities but remain competitive enough to be accessible to the wider community.</li> <li>• Ensures the costs of overheads, e.g. electricity and water, additional staff costs directly attributable to the letting of the premises are fully covered.</li> <li>• Ensures that appropriate levels of insurance are in place.</li> </ul>
<b>Headteacher</b>	<ul style="list-style-type: none"> <li>• Identifies and designates an appropriate manager to oversee lettings at the school.</li> <li>• Ensures compliance with the premises licence.</li> <li>• Works with the central team to assess whether or not the premises are suitable for hire.</li> <li>• Notifies the trust in the event that insurance may not be sufficient or suitable to cover the lettings taking place.</li> <li>• Ensures full checks are completed for any application including suitability of the hirer and that the purpose of their activities does not contravene the values of the Trust.</li> <li>• Reviews the relevant safeguarding checks carried out by the hirer to ensure they comply with the requirements outlined in the Child Protection and Safeguarding Policy.</li> <li>• Ensures that appropriate checks are in place to ensure the hirer has adequate public liability insurance.</li> <li>• Accepts and rejecting applications to hire the premises.</li> <li>• Ensures hirers are inducted to the use of premises and are familiarised with any relevant policies and procedures, e.g. First Aid Policy and Fire Safety Policy.</li> <li>• Ensures compliance to the Trust Lettings Policy.</li> </ul>
<b>Site Manager</b>	<ul style="list-style-type: none"> <li>• Ensures the facilities and equipment requested are clean and in a good working condition in advance of the letting and following the letting.</li> <li>• Organises any repairs and/or replacement of equipment.</li> </ul>

	<ul style="list-style-type: none"> <li>• Works with the hirers to ensure high levels of security are maintained.</li> <li>• Carries out an induction with the hirer.</li> <li>• Maintains and checks equipment to ensure the general upkeep of the site and its facilities.</li> </ul>
<b>Hirer</b>	<ul style="list-style-type: none"> <li>• Ensures the proper use of the facilities and equipment they have requested to use.</li> <li>• Takes the necessary steps to ensure there is no damage to any equipment or furniture, or the building itself.</li> <li>• Ensures all related visitors and volunteers have signed in during their period of hire.</li> <li>• Leaves the premises in a clean and tidy condition.</li> <li>• Works with the Site Manager to ensure that the premises are secure after use.</li> <li>• Obtains adequate public liability insurance and provides proof that they hold a current and relevant insurance policy.</li> <li>• Obtains all necessary safeguarding checks where required, e.g. DBS checks, and provides proof to the school.</li> <li>• Reads the Child Protection and Safeguarding Policy and other relevant safeguarding procedures, and ensures they understand the rules and procedures detailed within.</li> <li>• Declares in the application to the school the activities that will be undertaken on the premises and of any changes to these activities.</li> <li>• Reviews and adheres to the Letting School Premises Risk Assessment.</li> </ul>

## 5. Emergencies and managing health and safety

The Headteacher will ensure a relevant risk assessment is undertaken (see Appendix 3) to assess the suitability of the site before allowing activities to take place on the premises. This will ensure the safety of the hirer and any additional visitors.

- Hirers will conduct their own risk assessments for their activities and must share copies with the school in advance of any activity. This must include details of supervision, behaviour and safety of those attending an event or activity.
- Hirer's must have access to a mobile phone for emergencies and, the hirer must also notify the Site Supervisor/Manager.
- The Headteacher will ensure that routines checks are in place to ensure that first aid kits are restocked.
- The Site Supervisor/Manager will show hirers where first aid kits are, should they be required.
- Hirers will be responsible for ensuring they have a trained first aider on site during the times they use the premises.

- The use of school kitchen cooking and catering facilities are not permitted however, the Headteacher may grant access to use of Food Technology classrooms upon request.

### **Fire Safety**

- The Site Supervisor/Manager must induct the hirer to the school's fire safety arrangements and other relevant risk assessments before using the premises, including:
  - Fire evacuation procedures and other relevant risk assessments
  - Location of fire doors and fire appliances
- The hirer is responsible for:
  - Undertaking a regular fire drill (where the hirer is a regular user) and informing the Site Supervisor/Manager for recording in the fire log book
  - Ensuring no unauthorised persons are in attendance
  - Calling 999 in the event of a fire and coordinating fire evacuation of the group
  - Undertaking the roll call for all persons under their supervision during the hire period.
  - Ensuring the number of persons stated in the application form is not exceeded
- Flammable substances and gases such as compressed gas cylinders, explosive including pyrotechnics are not permitted for use or storage on the school site without the express written permission of the Trust.

## **6. Safeguarding**

The trust and its schools will ensure that safeguarding policy is followed and that appropriate arrangements are in place to keep children safe and, when responding to allegations relating to incidents taking place during the hire of school premises and facilities to a third party and individual users.

Organisations submitting an application that involves working with children and/or young people will submit a signed copy of their current Child Protection and Safeguarding Policy along with a copy of any relevant evidence of insurance. The Headteacher will ensure there are arrangements in place to liaise with the organisation on these matters where appropriate.

All hirers must state the purpose of the hire. Each application will be vetted by the Business Support Manager, taking advice from the DSL as appropriate and any concerns will be reported to the Headteacher prior to approval.

When determining whether to approve an application; the Headteacher will consider the following factors:

- The type of activity
- Possible interferences with trust activities
- The availability of facilities
- The availability of staff
- Health and safety considerations

- The trust's duties with regard to the prevention of terrorism and radicalisation
- Whether the letting is deemed compatible with the ethos of the trust

An application will not be approved if it:

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

Where an individual group is found to be promoting views in contravention of the trust's Prevent duty, the person or group is guilty of an offence, under the Education Act 1996, the trust will contact the police who will remove the person or group from the premises.

In the event that facilities staff or volunteers believe that a child is at risk of harm during a letting they must:

- Make an immediate referral to the school's Designated Safeguarding Lead if the incident occurs during normal school opening hours.

If anyone believes a child is suffering or likely to suffer from harm and/or is in immediate danger outside of school hours and the school's DSL or Headteacher is not immediately available then **the staff member must make direct a referral by calling the Police or Derbyshire Starting Point** an emergency referral is made by an individual, they must ensure the school's DSL or Headteacher is informed as soon as possible after the incident. They should also contact the Sheffield procedure for making a referral - further information on how to report abuse is available here. If it is appropriate to refer the case to local authority children's social care or the police, the DSL should make the referral or support the member to do so.

Under the Data Protection Act 1998 (DPA), the trust is responsible for ensuring that the collation, retention, storage and security of all personal information they produce, and hold meets the provisions of the DPA.

## 7. Permissions, Rights and Licensing

### Alcohol, Drugs, Smoking, Vaping, Gambling

The consumption of alcohol, drugs or smoking on school premises (anywhere within the school boundary) is not permitted.

Alcohol must not be brought onto school premises unless a school holds the relevant licence to sell alcohol, this is for specific school events only which must be approved in advance by the Trust.

Gambling is not permitted on the school premises.

### Rights and Licenses

It is the responsibility of the hirer to ensure compliance with appropriate laws in relation to performances and use of copyright material.

It is the responsibility of the hirer to ensure that all necessary licenses are acquired in advance of an event (e.g. car boot sale, music or singing event).

## 8. The lettings process

Potential hirers should contact the school at least two weeks before the required date of the letting.

The [application form](#) in Appendix 2 should be completed and submitted to the school [info@barrowhill-mlt.co.uk](mailto:info@barrowhill-mlt.co.uk)

For **regular hire**, only one application form needs to be submitted; however, all the requested dates must be noted.

The purpose of use must be given in the application form.

Following review of the application, the Headteacher must sign to:

1. authorise the premises as being suitable for the hirer's needs and,
2. authorise that the purpose of the hire is suitable and does not pose a risk to the school or the trust.

If the application is rejected, the hirer should be informed. Where appropriate the Headteacher may wish to give details surrounding the decision.

Once the application has been accepted, for high value bookings the school reserves the right to request a deposit of **10 percent of the overall fee** for hiring the premises; this deposit will be deducted from the final costs of hiring.

Fees should be paid by bank transfer (or by card for sport centres). The hirer will state how they intend to pay in their application form.

## 9. Cancellations

The school, on behalf of the trust may suspend or cancel any hiring of premises without stating the reason for doing so. If a hiring is cancelled any hire fee previously paid for the cancelled hiring shall be reimbursed to the hirer. Such reimbursement shall be the only liability that the school shall incur as a result of any cancellation or suspension.

The school, on behalf of the trust reserves the right to refuse any application or to cancel or terminate any booking for any reason, whatsoever. All monies paid in respect of a booking being cancelled in accordance with this condition, will be refunded but the school will not be liable for any other expenditure incurred or loss sustained directly by the Hirer arising from the cancellation.

***Sub-letting of any form is strictly prohibited.*** If the school receives any evidence pertaining to plans to sub-let the trust premises, all bookings the hirer has made with the school will be cancelled.

## 10. VAT

Letting out facilities will generally be standard rated, although the letting will be VAT exempt in certain circumstances, provided the trust has not opted to tax. These circumstances include:

- A single, continuous let period of over 24 hours to the same individual.
- A let of a series of sessions to the same individual where:
  - The series is of at least ten sessions paid in advance in full.
  - Each session is for the same sport or activity.
  - Each session is in the same place.
  - The interval between each session is at least 1 day, but not more than 14 days.
  - The series is paid for as a whole with written evidence to that fact.

## 11. Payments

The school should set out its charging scheme using the document set out in Appendix 1. The school reserves the right to ask for the minimum of a 10% deposit of the overall fee to be paid to secure a booking.

Any remaining amount, or the full amount owed must be paid before or on the requested booking date.

### **PAYMENT ON DAY OF BOOKING**

Hirers should give the school **at least 5 days** notice if they wish to cancel a booking.

If the school receives inadequate notice of cancellation, the school may keep the hirer's deposit to account for any loss of earnings and overheads relating to the let.

School staff, on behalf of the trust, reserve the right to refuse access to the premises hired if the whole fees have not been paid.

In the event any fees are outstanding after the hirer has used the premises, their organisation will not be able to use any facilities controlled by the trust until they have paid the full amount.

The Trust reserves the right to take legal action should any outstanding fees remain unpaid for **30 days** after hiring.

Should any equipment, including items that have not been requested, be damaged, lost or stolen whilst under the hirer's care, the trust reserves the right to charge for repairing or replacing the equipment.

## 12. Use of the premises and facilities

Access roads must always remain clear for emergency services.

The hirer will liaise with the Site Supervisor/Manager to ensure the school remains secure before, during and after use.

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

The premises will not be available to hirers **after 10:00pm**, to avoid any noise complaints from neighbouring residents.

The site will be monitored by the designated site team member during the period of the hire and will ensure the premises are clean and secure ready for the next day.

Keys or security codes will **not** be given to any hirer or other person unless prior permission has been given by the Headteacher e.g. for access to school fields which would normally be locked.

Access cards may be issued by the school following permission from the Headteacher. Schools must issue and hirers must sign the Access Card Agreement Form included in Appendix 4.

Complaints will be handled using the trust 'three strike rule'. See [Section 14: Complaints](#) for further details.

Premises must not be used for displays or posters be put up, for political purposes or further any other purpose which contravenes the trust or school policies.

The use of public announcement systems and loudspeakers must be agreed with the Headteacher to mitigate against complaints regarding noise levels.

The school car park is available for the period of the hire at the car owner's risk. The trust 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. Where events require additional parking, the hirer must liaise in advance with the Site Supervisor/Manager.

**Animals are prohibited from the school site.** Hirers must ensure that spectators at events and activities are made aware. The Site Supervisor/Manager or other school representative has the right to instruct owners to remove animals from the school premises.

## 13. Equipment

Hirers will identify and specify in the application any equipment requirements from the school.

Hirers must seek permission from the school to use any additional equipment once the form has been submitted.

Furniture and fittings will not be moved or removed in any way unless, permission has been granted by the school. The Site Supervisor/Manager will oversee any move.

All furniture must be repositioned at the end of the hire period by the persons involved in the movement of the furniture/fittings.

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 available chairs on the premises.

Hirers are allowed to bring their own equipment on to the premises; however, they will be required to acknowledge this in their application forms.

The trust cannot be considered responsible if equipment owned by the hirer 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 Trust's CCTV Policy.

Hirers will report any stolen or missing equipment to the Site Supervisor/Manager immediately.

Risk assessments for manual handling will be carried out by the Site Supervisor/Manager in accordance with the Health and Safety Policy.

Food and drink may only be prepared on the premises with the prior consent of the school and subject to the requirement being detailed in the application form.

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

## 14. Complaints

The hirer is responsible for the supervision behaviour and safety of those attending any event or activity they hold. The following procedure will be applied if a complaint is made against the person/organisation hiring the school's facilities.

### **Concerns raised by the school**

- Where the school has a concern regarding the hirer, the Business Support Manager or other delegated person in school will raise the concern with the hirer.
- Where the matter remains unresolved the hirer will receive written notice of termination of the hire agreement.

## Complaints received by the school regarding the hirer

When handling complaints lodged against hirers the trust will apply a three-strike approach and reserves the right to take more severe action depending on the nature of the complaint.

First instance	Second instance	Third instance
Verbal warning to hirer regarding their conduct. Inform hirer that repeated poor conduct will result in the booking being suspended.	Second verbal warning and, Letter outlining the trusts' zero-tolerance to inappropriate behaviour.	Barring from hiring premises and facilities for a two-month period. Letter issued to the hirer outlining the reason and expectation that a written apology to the complainant and the trust be issued by the hirer.

## Complaints received from the hirer to the school

- Where the hirer raises a low-level concern e.g. equipment issues, disruption to the hirer's session, during the hire period, they should speak to the duty Site Supervisor/Manager to resolve the matter.
- Where a concern is unresolved, the hirer should follow the Trust's Complaints Procedure which can be found on the school website.

## 15. Monitoring and Evaluation

This template for this policy will be reviewed two yearly Trust by the Executive Team and approved by the Trust Board.

## 16. Equality Impact Assessment

The Trust carries out Equality Impact Assessments to ensure that policies, procedures, and practices cater for individuals who share protected characteristics in relation to the Equality Act 2010. The purpose of these assessments is to ensure that policies, procedures, and practices within the organisation are fair to all. If unfairness is highlighted, the assessment will also seek to show how this can be changed and, where it can't be changed, how it can be improved.

# Appendices

## Appendix 1 - Schedule of Charges

ROOM / FACILITY	PRICE PER HOUR*
Classroom	£35.00
Main Hall	£90.00
<b>Special Events</b>	
Weekend rate Main Hall	£300 per day £150 per half day
<b>Additional charges</b>	
Caretaking time	£25 per hour
Additional cleaning	£10 per hour
*Some bookings are subject to VAT. This will be advised at the time of booking. *Additional hours must be agreed in advance.	

## Barrow Hill Primary Academy

### Part A – Application for Use of School Premises/Facilities

This form must be completed by the person responsible for the proposed hire of school premises, you must provide as much information as possible. All paperwork must be returned **at least 3 days before** the first letting commences and returned, along with a signed copy of the agreement to David Smith- [info@barrowhill-mlt.co.uk](mailto:info@barrowhill-mlt.co.uk)

Room/Facility Required (See Schedule of charges)	Time		Date		Total hours per week	Term time only? Yes/No	Reason for hire	
	From	To	From	To				
Equipment Required? (please give detail)								
Detail any equipment you own that you will use on the premises								
The trust does not permit the use of cooking and catering facilities.								
Will you be working with children and/or young people?	Yes/No			If yes, have you attached a copy of your Child Protection Policy?		Yes/No		

### ORGANISATION DETAILS

<b>Name &amp; Type of Organisation</b>			
<b>Lead Contact Name</b>			
<b>Address</b>			
<b>Telephone Number</b>			
<b>Email address</b>			
<b>Invoice email address</b>			
<b>Do you have Public Liability Insurance in place?</b>	Yes (please attach a copy with your application)	No (please give reason in the line below)	
<b>Supervision and care</b>			
<b>Is this a sporting activity?</b>	Yes/No	<b>Do you have a qualified first aider?</b>	Yes/No
<b>Number of adults present (estimate)</b>		<b>Number of adults supervising each session</b>	
<b>Number of children present</b>		<b>Please note children who are spectating must be remain under supervision by an adult at all times</b>	
<b>Have appropriate DBS checks been carried out?</b>	Yes/No	<b>If you are unsure of the requirements, please check <a href="https://www.gov.uk/find-out-dbs-check">https://www.gov.uk/find-out-dbs-check</a></b>	

## Part B- Hire Agreement and Conditions of Hire

The letting is permitted by the trust and the school in line with the Trust Letting Policy and on the understanding that the following rules, procedures and any specific trust and school policies provided to you are adhered to at all times. The school reserve the right to refuse any application to hire facilities without reason to the hirer if they feel such a letting is not in the interest of the school or the trust. The person(s) signing the agreement on behalf of the hirer ('hirer') are personally responsible for ensuring these terms and conditions together with trust and school policies and procedures are fully complied with.

### 1. Fire Safety

- The Site Supervisor/Manager must induct the hirer to the school's fire safety arrangements and other relevant risk assessments before using the premises, including:
  - Fire evacuation procedures and other relevant risk assessments
  - Location of fire doors and fire appliances
  - Location of telephones in the event of the hirer not having a mobile phone.
- The hirer is responsible for:
  - Undertaking a regular fire drill (where the hirer is a regular user) and informing the Site Supervisor/Manager for recording in the fire log book.
  - Ensuring no unauthorised persons are in attendance.
  - Calling 999 in the event of a fire and coordinating fire evacuation of the group
  - Undertaking the roll call for all persons under their supervision during the hire period.
  - Ensuring the number of persons stated in the application form is not exceeded.

### 2. Flammable Substances

Flammable substances and gases such as compressed gas cylinders, explosive including pyrotechnics are not permitted for use or storage on the school site without the express written permission of the Trust.

### 3. Alcohol, Drugs, Smoking, Vaping and Gambling

- The consumption of alcohol, drugs or smoking on school premises (anywhere within the school boundary) is not permitted.
- Alcohol must not be brought onto school premises.
- Where a school holds the relevant licence to sell alcohol, this is for specific school events only which must be approved in advance by the Trust.
- Gambling is not permitted on the school premises.

#### **4. Rights and Licenses**

It is the responsibility of the hirer to ensure compliance with appropriate laws in relation to performances and use of copyright material.

<https://www.prsformusic.com/>

It is the responsibility of the hirer to ensure that all necessary licenses are acquired in advance of an event (e.g., car boot sale, music or singing event).

<https://www.sheffield.gov.uk/home/business/licences-permits-registrations.html>

#### **5. Health and Safety**

The Headteacher will ensure a relevant risk assessment is undertaken to assess the suitability of the site before allowing activities to take place on the premises. This will ensure the safety of the hirer and any additional visitors.

- Hirers will conduct their own risk assessments for their activities and must share copies with the school in advance of any activity. This must include details of supervision, behaviour, and safety of those attending an event or activity.
- Hirers must have access to a mobile phone for emergencies and, the hirer must also notify the Site Supervisor/Manager.
- The Headteacher will ensure that routine checks are in place to ensure that first aid kits are restocked.
- The Site Supervisor/Manager will show hirers where first aid kits are, should they be required.
- Hirers will be responsible for ensuring they have a trained first aider on site during the times they use the premises.
- The use of school cooking and catering facilities are not permitted.
- Animals are not permitted anywhere on the school premises.
- The hirer will be responsible for the behaviour and safety of all those involved with and attending any meeting or event held during the period of hire.
- The hirer will provide adequate first aid provision/supervision and/or attendants.
- The hirer is responsible for ensuring he/she is familiar with how to raise the fire alarm and where the exits and evacuation points are. These will be highlighted on the floor plan provided. All fire exits and fire escape routes are to be kept clear at all times.
- Where the letting involves the use of facilities by children or babies the hirer must satisfy the Lettings Administrator that appropriate safeguarding procedures are in place.
- Hirers should ensure they undertake and provide to the school appropriate risk assessments and any other documentation required by the school in advance of the letting.

## 6. Use of the premises and facilities

- Sub-letting is strictly prohibited and will result in immediate cancellation of any bookings.
- Access roads must always remain clear for emergency services.
- The hirer will liaise with the Site Supervisor/Manager to ensure the school remains secure before, during and after use.
- Hirers will be given an emergency contact number for the Site Supervisor/Manager in case of any security breach or emergency.
- The hirer must vacate the school site (including car park) by no later than ten minutes after the end of their signed agreement time.
- The premises will not be available to hirers **after 10:00pm**, to avoid any noise complaints from neighbouring residents.
- The site will be monitored by the designated site team member during the period of the hire and will ensure the premises are clean and secure ready for the next day.
- Keys or security codes will **not** be given to any hirer or other person.
- Complaints will be handled using the trust 'three strike rule'. See the policy [Section 14: Complaints](#) for further details.
- Premises must not be used for displays or posters be put up, for political purposes or for any other purpose which contravenes the trust or school policies.
- The use of public announcement systems and loudspeakers must be agreed with the Headteacher to mitigate against complaints regarding noise levels.
- The school car park is available for the period of the hire at the car owner's risk. The trust 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. Where events require additional parking, the hirer must liaise in advance with the Site Supervisor/Manager.
- No storage facilities are provided unless otherwise stated in this agreement. The school will not be held responsible for damage to or loss of hirer's personal belongings or equipment.

## 7. Charging Scheme

- The school/trust will review the charging schedule annually and the hirers will be notified in writing.
- The school reserves the right to charge a minimum of a 10% deposit of the overall fee to be paid to secure a booking.
- The remaining amount is to be paid before or on the requested booking date.
- If the facilities are not available, for whatever reason, the school will try to offer an alternative venue/time/date by prior agreement with the hirer. The school/Trust will not be responsible for any loss sustained by the hirer in the event that the facilities are not available.
- Hirers should give the school **at least 5 days** notice if they wish to cancel a booking.

- If the school receives inadequate notice of cancellation, the school may keep the hirer's deposit to account for any loss of earnings and overheads relating to the let.
- School staff, on behalf of the trust, reserve the right to refuse access to the premises hired if the whole fees have not been paid.
- In the event any fees are outstanding after the hirer has used the premises, their organisation will not be able to use any facilities controlled by the trust until they have paid the full amount.
- The trust reserves the right to take legal action should any outstanding fees remain unpaid for **30 days** after hiring.
- Should any equipment, including items that have not been requested, be damaged, lost or stolen whilst under the hirer's care, the trust reserves the right to charge for repairing or replacing the equipment.

## **8. Cleaning and security**

- Unless otherwise indicated on your letting agreement, it is the hirer's responsibility to leave the facility clean and tidy. In the event that additional cleaning is required, we reserve the right to levy an appropriate charge for this, agreed in advance.
- Hirers are responsible for their own personal security and property. The school accepts no responsibility for items lost, damaged or stolen.
- Hirers must not compromise the security of the school building and must ensure doors, windows, gates etc. are kept closed and/or locked as instructed by the Site Supervisor/Manager.
- If you suspect that there are intruders on the school site, please contact the Site Supervisor/Manager without delay.
- The school reserves the right to periodically inspect any areas occupied by the hirer during the period of the hire to satisfy itself that all appropriate procedures are followed.

## **9. Insurance**

- Minerva Learning Trust (School) does not insure hirers against personal injury, accident or loss or damage to personal property. The hirer is responsible for indemnifying the school by obtaining and paying for public liability insurance. You will be required to provide a copy of your insurance documents prior to your first session.
- The hirer will also be responsible for any damage or loss to school property, which may occur during the letting. Any damage should be reported immediately to the building supervisor.

## **10. Safeguarding**

- Safeguarding is ensuring the safety and welfare of all students in the school. We believe strongly in child-centred safeguarding systems, reflecting upon our practice and listening carefully to our partner agencies, parents and carers, colleagues and students.
- The Trust Board also has to ensure safeguarding requirements are included in any transfer of control agreement (i.e. hire agreements) as a condition of use and occupation of the premises.

- Updates to the statutory safeguarding guidance Keeping Children Safe in Education 2024 requires schools to make checks to ensure those letting our premises have adequate safeguarding procedures in place if they work with children. Therefore, hirers must provide a copy of their safeguarding procedures/policies as soon which will then be reviewed by the school's Designated Safeguarding Lead- David Smith- Head of Academy- info@barrowhill-mlt.co.uk
- We are aware that each hirer will have their own reporting systems in place. However, if you wish to discuss any safeguarding concerns with the school's DSL then please get in touch. e-mail
- Any concerns you have that a child has been harmed or is at risk of harm should be referred to social care

## 11. School Emergency Contact Information

School Main Office	01246 472494	Weekdays, 8am till 4pm
Site Supervisor- Sam Cox	01246 472494	After 3pm till 5:30pm
Business Support Manager	01246 472494	Emergency only where duty site supervisor not available

SIGNED ON BEHALF OF THE HIRER:	SIGNED ON BEHALF OF THE SCHOOL:
Signature	Signature
Full Name (print)	Full Name (print)
Position	Position
Date	Date

### Office Use

<a href="#">WORKING WITH CHILDREN - SAFEGUARDING POLICY / PROCEDURES</a> - document provided? <b>YES / NO</b>	
Date document received from Hirer:	Date:
Received by (staff name):	Signature:
Date reviewed by DSL:	Signature@

## Appendix 4 – Lettings and Community Use of School Facilities Risk Assessment Template

### Barrow Hill Primary Academy

Assessment conducted by:	Job title:	Covered by this assessment: Lettings
Date of assessment:	Review interval: Yearly	Date of next review:

Related documents
<a href="#"><u>Visitor Policy, Health and Safety Policy, Child Protection and Safeguarding Policy, School Security Policy, Lone Worker Policy, Key Holder Policy, Manual Handling Policy, Fire Safety Policy, Fire Safety Risk Assessment</u></a>

Risk rating		Likelihood of occurrence		
		Probable	Possible	Remote
<b>Likely impact</b>	<b>Major</b> Causes major physical injury, harm or ill health.	High (H)	H	Medium (M)
	<b>Severe</b> Causes physical injury or illness requiring first aid.	H	M	Low (L)
	<b>Minor</b> Causes physical or emotional discomfort.	M	L	L

**Please note:** This risk assessment covers the general provisions your school will need to make when opening its premises and facilities for community use. You must amend this risk assessment to fit your school's circumstances, and consider conducting specific risk assessments for any specific risks present in your school, or that may be posed by particular community activities.

Area for concern	Risk rating prior to action H/M/L	Recommended controls	In place? Yes/No	By whom?	Deadline	Risk rating following action H/M/L
Awareness of policies and procedures		<ul style="list-style-type: none"> <li>• The governing board ensures that all community use of school facilities occurs in line with the following school policies and documents:               <ul style="list-style-type: none"> <li>- <a href="#">Visitor Policy</a></li> <li>- <a href="#">Health and Safety Policy</a></li> <li>- <a href="#">Child Protection and Safeguarding Policy</a></li> <li>- <a href="#">School Security Policy</a></li> <li>- <a href="#">Lone Worker Policy</a></li> <li>- <a href="#">Key Holder Policy</a></li> <li>- <a href="#">Manual Handling Policy</a></li> <li>- <a href="#">Fire Safety Policy</a></li> <li>- <a href="#">Fire Safety Risk Assessment</a></li> </ul> </li> <li>• The <a href="#">site manager</a> and <a href="#">headteacher</a> ensures that specific risk assessments are conducted with regard to high-risk activities.</li> <li>• The <a href="#">headteacher</a> reviews this risk assessment in line with any new concerns that arise over community use of school facilities.</li> </ul>	<b>Y</b>	<b>Headteacher</b>	<b>XX.XX.XX</b>	<b>M</b>
Letting school premises for community use		<ul style="list-style-type: none"> <li>• The <b>XXXXXX</b> identifies areas of the school appropriate for letting for community use, and ensures other areas are appropriately cordoned off or signposted as areas that must not be entered by those letting areas of the premises.</li> <li>• Select areas of the school are available for letting between <b>4:00pm</b> and <b>10:00pm</b> from Monday to Friday, and from <b>9:00am</b> to <b>5:00pm</b> on Saturday, Sunday and weekdays during school holidays. <b>(Amend as required)</b>.</li> <li>• The <b>XXXXXX</b> ensures that lettings information, including the times and areas for let and information on how to enquire, is publicised throughout the community.</li> <li>• The <b>XXXXXX</b> ensures that all instances of letting school facilities for community use are consistent with the school's ethos and values and do not come into conflict with the school's educational aims or provision.</li> <li>• The <b>XXXXXX</b> ensures that letting is open to all members of the community equally, and the school will not discriminate against anyone by virtue of their protected characteristics.</li> </ul>				

Area for concern	Risk rating prior to action H/M/L	Recommended controls	In place? Yes/No	By whom?	Deadline	Risk rating following action H/M/L
		<ul style="list-style-type: none"> <li>The <b>XXXXX</b> ensures that every hirer of the school premises provides the details of the activities that will take place.</li> <li>Letting forms are checked by the <b>XXXXX</b> to ensure that the type of activities the hirer proposes to conduct are in line with the school's licence agreement.</li> <li>Letting will only commence once the proposed activity is approved by both the <b>XXXXX</b> and the <b>headteacher</b>.</li> <li>The <b>SBM</b> ensures that letting terms and conditions are clearly outlined to the hirer of the premises.</li> <li>The <b>SBM</b> maintains records regarding letting the school premises, including booking forms and any additional information.</li> <li>The hirer provides evidence that they have adequate insurance in respect of their intended use of the premises and public liability.</li> </ul>				
Premises security		<ul style="list-style-type: none"> <li>The <b>School Security Policy</b> is enforced by the <b>site manager</b> and <b>headteacher</b> at all times.</li> <li>The <b>site manager</b> ensures that members of the community are aware of the areas of the school premises to which they have access, e.g. through clear and appropriate signage displayed to indicate these areas.</li> <li>The premises are opened and closed in line with arrangements outlined by the school, and any specific letting agreements.</li> <li>Where school premises are in use by members of the community outside of school hours, the <b>site manager</b> or school representative is present to open and close the school.</li> <li>Keys to the school premises are only handled by individuals who have been authorised by the <b>headteacher</b>.</li> <li>Under no circumstances is the locking up of the school delegated to a hirer of the premises or member of the community.</li> <li>Anyone believed to be trespassing or attempting to access areas of the school to which they are not permitted entry, will be challenged where it is safe to do so, and removed from the premises where appropriate.</li> </ul>				

Area for concern	Risk rating prior to action H/M/L	Recommended controls	In place? Yes/No	By whom?	Deadline	Risk rating following action H/M/L
		<ul style="list-style-type: none"> <li>Where a trespasser is believed to pose a risk to individuals within the school, they are not challenged, and the police are called.</li> <li>Alarm codes for school security systems are kept confidential and only shared on a need-to-know basis.</li> <li>The school designates <a href="#">the front reception door</a> for community access, with the appropriate signage and security measures in place, to ensure no other doors are accessible to members of the public.</li> <li>Outside of school hours, the <a href="#">site manager</a> ensures that access to areas other than those required for community use are locked.</li> <li>The <a href="#">headteacher</a> ensures the <a href="#">Lone Worker Policy</a> is adhered to with regard to supervision of community use of school premises outside of school hours.</li> </ul>				
Health and safety		<ul style="list-style-type: none"> <li>The school's <a href="#">Health and Safety Policy</a> is adhered to at all times.</li> <li>There is at least <b>one</b> trained first aider on the premises at all times when it is in use – the first aider is provided by the school for facilities open to the public, and by the hirer when they are letting school premises for activities.</li> <li>Specific risk assessments are undertaken for community use involving high-risk activities, e.g. gymnastics classes.</li> <li>The <a href="#">headteacher</a> requests that hirers of the school premises conduct and provide the school with its own risk assessment conducted for the activities that will take place on site.</li> <li>The <a href="#">headteacher</a> ensures that there is always a member of school staff present in areas in use by members of the community.</li> <li>The <a href="#">headteacher</a> confirms with hirers of the school premises that statutory health and safety ratios are met for their activities.</li> <li>The <a href="#">site manager</a> ensures that areas of the school or school equipment that are not appropriate for community use are kept stored away or are clearly marked as not for use.</li> <li>The <a href="#">headteacher</a> and <b>XXXXX</b> ensure that a maximum capacity of community users that can safely be on the premises both during and after school hours is determined, and access is controlled on this basis.</li> </ul>				

Area for concern	Risk rating prior to action H/M/L	Recommended controls	In place? Yes/No	By whom?	Deadline	Risk rating following action H/M/L
		<ul style="list-style-type: none"> <li>The <a href="#">site manager</a> holds overall responsibility for ensuring that the permitted number of community users of school facilities is not exceeded.</li> <li>First aid kits are available near school facilities open for public use.</li> <li>The <a href="#">site manager</a> ensures that moving of furniture, e.g. for community letting of areas of the school premises, is only undertaken by suitably trained school staff in line with the <a href="#">Manual Handling Policy</a>.</li> <li>The <a href="#">site manager</a> ensures all hazards are removed or clearly marked in areas of the school used by members of the community.</li> </ul>				
Safeguarding		<ul style="list-style-type: none"> <li>The <a href="#">Child Protection and Safeguarding Policy</a> is adhered to at all times.</li> <li>The <a href="#">DSL</a> and <a href="#">headteacher</a> approve that any hirers of the school premises have adequate safeguarding policies and procedures and have conducted all necessary safeguarding checks, including DBS checks on staff and volunteers, for all activities involving children.</li> <li>The <a href="#">headteacher</a> ensures, as far as possible, that separate toilets and changing facilities are available for use by members of the public and pupils during the school day.</li> <li>The <a href="#">headteacher</a> ensures that no community events involving alcohol take place on the school premises during school hours.</li> <li>The <a href="#">site manager</a> ensures that members of the community remain aware that they are on school premises, and, therefore, are expected to behave appropriately and respectfully, e.g. by displaying signage.</li> <li>The school reserves the right to refuse access to the premises, or remove a member of the community from the premises, e.g. they are causing disruption or where there is reason to believe they have intent to cause harm to children.</li> </ul>				
Fire safety		<ul style="list-style-type: none"> <li>The school's <a href="#">Fire Safety Policy</a> and <a href="#">Fire Safety Risk Assessment</a> is implemented in areas used by members of the community.</li> <li>All hirers of the school premises are provided with a copy of the school's fire safety and evacuation procedures.</li> </ul>				

Area for concern	Risk rating prior to action H/M/L	Recommended controls	In place? Yes/No	By whom?	Deadline	Risk rating following action H/M/L
		<ul style="list-style-type: none"> <li>• Appropriate signage is displayed throughout areas of the premises in use by members of the community to direct them to the appropriate fire exits and inform them of evacuation procedures.</li> <li>• Emergency equipment, e.g. fire extinguishers, are present and serviced as per statutory requirements.</li> <li>• Members of the community are reminded that smoking is prohibited on the school premises.</li> </ul>				
School equipment and sports facilities		<ul style="list-style-type: none"> <li>• The <a href="#">headteacher</a> ascertains what equipment in the school is available for use by members of the community, e.g. gym equipment.</li> <li>• High-risk equipment that could cause injury if used by an individual without the requisite skills and knowledge to do so, e.g. trampolines or certain science equipment, is only used by members of the community and community organisations where the <a href="#">headteacher</a> can be assured that this level of skill and knowledge is present.</li> <li>• The <a href="#">site manager</a> ensures that all school equipment made available for use by the community is safe to use and in good working order.</li> <li>• The <a href="#">site manager</a> maintains a register of school equipment used by community organisations or individuals, making a note of any high-risk equipment in use and any equipment that leaves the school premises for any reason.</li> <li>• Hirers of the school premises that use school equipment are liable for any loss or damage to said equipment while it is in their use.</li> <li>• All equipment used by members of the community is subject to regular checks by the <a href="#">site manager</a>, and is checked in specific response to any reports of malfunctioning.</li> </ul>				
Community use of school facilities open to the public		<ul style="list-style-type: none"> <li>• School facilities for community use are open to the public between the hours of <a href="#">8:00am</a> and <a href="#">5:30pm</a> on <a href="#">weekdays and weekends</a>.</li> <li>• The <del>XXXXX</del> ensures there is a suitable reception area maintained and appropriately staffed through which members of the public can enter when using school facilities that are open to the public.</li> </ul>				

Area for concern	Risk rating prior to action H/M/L	Recommended controls	In place? Yes/No	By whom?	Deadline	Risk rating following action H/M/L
		<ul style="list-style-type: none"> <li>• Where school facilities open to the public through a community use agreement, e.g. with the LA or a third-party company, the <a href="#">LA</a> ensures appropriate staff are present outside of school hours.</li> <li>• <a href="#">Administrative staff</a> ensure that a register is kept of members of the public who access school facilities and the timeframe during which they are on the premises.</li> <li>• The <a href="#">headteacher</a> ensures that appropriate timetables are implemented that allow members of the public to access school facilities that are open to the public in such a way that does not negatively impact pupils' abilities to access these facilities.</li> <li>• The <a href="#">XXXXX</a> and <a href="#">site manager</a> ensure that there are as few opportunities for contact between adult members of the community and pupils within the premises during school hours as possible, e.g. by establishing routes in and out of the premises for members of the community that are sufficiently separated from areas inhabited by pupils.</li> <li>• The <a href="#">XXXXX</a> ensures that the education of pupils is prioritised at all times with regard to use of school facilities.</li> <li>• Specific risk assessments are conducted in relation to particular equipment or areas of the school open to members of the public that may cause injury.</li> </ul>				