

Pens Meadow School

Lettings Policy for Hire of Sports Hall at Pensnett Site Only

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Statement of intent

Pens Meadow School recognises that its Sports Hall is 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 it must be followed at all times.

There is also important information that this policy communicates to organisations who let the premises from the school, such as health and safety matters and insurance arrangements.

Signed by:

_____	Headteacher	Date:	Wednesday 17 th May 2023
_____	Chair of governors	Date:	Wednesday 17 th May 2023

1. Legal framework

1.1. 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

1.2. This policy has due regard to the following guidance:

- DfE (2015) 'Advice on standards for school premises'
- DfE (2020) 'Keeping children safe in education'
- DfE (2015) 'The Prevent duty'

1.3. This policy operates in conjunction with the following school policies:

- **First Aid Policy**
- **Infection Control Policy**
- **Fire Safety Policy**
- **Premises Management Policy**
- **Health and Safety Policy**
- **Asbestos Policy**
- **Legionella Policy**
- **Child Protection and Safeguarding Policy**
- **Letting School Premises Risk Assessment**
- **Manual Handling Policy**
- **Data Protection Policy**

2. Definitions

2.1. For the purpose of this policy, a '**letting**' is defined as any use of the premises by either a community group, e.g. a football club, or a commercial organisation.

2.2. The school will let out its premises; however, the letting arrangement will not interfere with the primary activity of the school, which is to provide a high-quality education and safe teaching environment.

2.3. Use of the premises for activities such as staff meetings, parents' meetings, governing board meetings, out of school hours learning/study support activities or any other extended services which support the raising of attainment and achievement, fall within the corporate life of the school. Costs arising from these uses are, therefore, a legitimate charge against the school's delegated budget.

2.4. When letting to commercial businesses, the school will first seek the permission of their LA. Depending on certain conditions, the LA may recommend the school inform the DfE of the letting, e.g. if the letting was during school time. The contact information for the DfE is: schoolsassets.capital@education.gov.uk.

3. Roles and responsibilities

3.1. The **Governing Board** is responsible for:

- Reviewing the applications of a proposed letting arrangement and conducting a risk assessment to determine whether the arrangement would pose a risk to the primary activities of the school and its pupils.
- Contacting the LA and the DfE, as per paragraph 2.4 of this policy.
- Contacting a legal expert with regards to transactions, for specialised guidance.
- Establishing any safeguarding risks associated with the letting.
- The overall oversight of the letting, handling any queries from the hirer.
- Communicating any relevant information to the hirer, e.g. fire safety precautions.
- Agreeing fair prices for the use of the premises; these will reflect the condition of the facilities but remain competitive enough to be accessible to the wider community.
- Working with the **Headteacher** to ensure all relevant policies and procedures are implemented and made available to hirers.

3.2. The **Headteacher** is responsible for:

- Ensuring compliance with the premises licence.
- Acting as or appointing a designated premises supervisor.
- Liaising with the **Governing Board** 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 the hirer has the appropriate public liability insurance.
- Working with the **Caretaker** to ensure the premises are fit for use.
- Ensuring hirers familiarise themselves with the relevant school policies and procedures, e.g. the **Fire Safety Policy**.
- Ensuring the school adheres to its **Premises Management Policy**.
- Reviewing and, where necessary, amending the school's **Letting Premises Risk Assessment** to help ensure the safety of the hirer and their visitors.
- Assessing whether the activities the hirer is requesting could result in disrupting any asbestos and taking the relevant safety measures as a result.
- Reviewing the relevant safeguarding checks carried out by the hirer to ensure they comply with the school's policies.

3.3. The **Caretaker** 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 and lock the premises after use.
- Organising any repairs and/or replacement of equipment.
- Notifying the hirer of any known asbestos in the school.

3.4. The **DPO (Business Manager)** is responsible for:

- Being the main point of contact for data protection enquiries from current and potential hirers of the school premises.
- Ensuring that the statutory privacy information is provided to the hirer.
- Assisting the hirer with any data breach investigation, where necessary.
- Ensuring that the school's **Privacy Notice for Third Parties** is kept up-to-date, and that it is published on the school's website.
- Ensuring that the hirer's information is stored in accordance with the **Data Protection Policy**.

3.5. 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 after use.
- 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 **Caretaker** to ensure that the premises are secure after use.
- Obtaining adequate public liability insurance to a minimum of **£5 million**.
- Providing the **Headteacher** 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 **Headteacher**.
- Reading the school's safeguarding policies and procedures and ensuring they understand the rules and procedures detailed within.
- Informing the **Governing Board** of the activities that will be undertaken on the premises.
- Adhering to the school's **Letting School Premises Risk Assessment**.

4. Charges

- 4.1. The **Governing Board** is responsible for determining charges for the letting of the school premises – a charge may be imposed to cover the following:
 - Costs of services (e.g. heating and lighting)
 - Costs of staffing, including “on-costs” (e.g. additional security or caretaking)
 - Costs of administration
 - Costs of wear and tear
 - Costs of insurance (if the school has arranged its own public liability insurance – see the hire terms and conditions)
 - Costs of using the school’s equipment, if applicable
 - Profit element, if applicable
- 4.2. Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the hirers involved.
- 4.3. The charge issued for each letting will be reviewed **annually** by the **Governing Board**
- 4.4. 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.
- 4.5. Current charges will be provided to the **Governing Board** in advance of any lettings being arranged.
- 4.6. A charging tariff may be established to ensure that access is affordable for particular individuals and groups.
- 4.7. For a one off booking the school requires a **10 percent** deposit of the overall fee to be paid to the school to secure the booking.
- 4.8. The remaining amount will be paid to the school on or before the requested booking date.
- 4.9. Hirers will provide the school with at least **five days’** notice before cancelling a booking.
- 4.10. If hirers fail to comply with paragraph 4.9, the school will keep the hirers deposit.
- 4.11. If the whole fee has not been paid, the school reserves the right to refuse the hirer entry to the premises.
- 4.12. 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.
- 4.13. There will be a grace period of **30** days for payment to be made, after this period, if a payment hasn’t been made, the school will seek additional legal advice for payment to be recovered.

5. VAT

- 5.1. In general, the letting of rooms for non-sporting activities is exempt of VAT, whereas sports lettings are subject to VAT (although there are exemptions to this under certain circumstances).

6. Managing lettings

- 6.1. The **Governing Board** has overall responsibility for the management of lettings.
- 6.2. The **Headteacher** will be delegated the day-to-day management of the lettings; however, they will not be responsible for the administrative roles, such as setting charges, this role stays with the **Governing Board**.
- 6.3. The **Headteacher** may delegate aspects of the management of lettings to other relevant members of staff, such as the **Caretaker**.
- 6.4. If the **Headteacher** has any concerns regarding the activities the hirers are conducting, they will consult the **Governing Board** and reach a decision together.
- 6.5. Organisations wishing to hire the premises will approach the **Headteacher**, who will identify their requirements and clarify the facilities available.
- 6.6. The **Governing Board** will review the application; they have the right to refuse an application and interested parties should be advised that no letting should be regarded as “booked” until approval has been given in writing.
- 6.7. Once the letting has been approved by the **Governing Board**, a letter of confirmation will be sent to the hirer, setting out the full details of the letting and enclosing the terms and conditions of the hire agreement.
- 6.8. The hirer will be invoiced for the cost of the letting as appropriate in accordance with the **Governing Board’s** charges decision.
- 6.9. The hirer will be a named individual and the agreement should be in their name, giving their permanent private address.
- 6.10. All lettings fees that are received by the school, will be paid into the school’s independent bank account, to offset the costs of services, staffing etc. (which are funded from the school’s delegated budget).
- 6.11. Fees can be paid in cash, cheque or bank transfer. The hirer will state how they intend to pay in their application form.
- 6.12. The **School Business Manager** will provide the hirer with the relevant bank details.
- 6.13. Sub-letting of any kind is strictly prohibited. If the school receives any evidence pertaining to plans to sub-let, all bookings that the hirer has made will be cancelled.

7. Safeguarding

- 7.1. Organisations submitting a lettings request involving working with children and/or young people will **submit a signed copy of their current safeguarding policy.**
- 7.2. All hirers must state the purpose of the hire.
- 7.3. Each application will be vetted by the **Designated Safeguarding Lead (DSL)** and any concerns will be reported to the **Governing Board** prior to approval.
- 7.4. When determining whether to approve an application; the **Governing Board** will consider the following factors:
 - The type of activity
 - Possible interferences with school activities
 - The availability of facilities
 - The availability of staff
 - Health and safety considerations
 - The school's duties with regards to the prevention of terrorism and radicalisation
 - Whether the letting is deemed compatible with the ethos of the school
- 7.5. An application will not be approved if the hirer's purpose:
 - Is aimed at promoting extremist views.
 - Involves the dissemination of inappropriate materials.
 - Contravenes the statutory Prevent duty.
 - 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).
- 7.6. If any members of staff have concerns regarding the purposes for which the hirer is using the facilities, they should contact the **Headteacher** immediately.
- 7.7. 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.
- 7.8. 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 or school security who will remove the person or group from the school premises.
- 7.9. All hirers will read and review the school's **Safeguarding Policy.**

8. Asbestos

There is no asbestos present at our Pensnett site – either in the Sports Hall or the School Building.

9. Emergencies and health and safety

- 9.1. The **Caretaker** and **Headteacher** will undertake relevant risk assessments before activities are carried out on the premises to ensure the safety of the hirer and any additional visitors.
- 9.2. In case of an emergency, the on-site telephones can be used to call the emergency services.
- 9.3. First aid kits will be periodically checked to ensure their stock levels remain high.
- 9.4. The **Caretaker** will show hirers where first aid kits are should they be required.
- 9.5. A first aider (provided by the hirer) will be on site at all times.
- 9.6. Smoking is not permitted on the premises at any time.
- 9.7. The hirer familiarises themselves with the school's **Fire Risk Assessment** and other relevant risk assessments before using the premises.
- 9.8. The **Headteacher** will make copies of the school's **Fire Evacuation Plan** available to the hirer on arrival at the school.
- 9.9. The hirer will be shown the school's fire exits and evacuation points by the **Caretaker** on arrival.
- 9.10. The hirer will be provided with a copy of the school's **Health and Safety Policy** and will be expected to act in accordance with it at all times.

10. Using the site

- 10.1. The hirer will liaise with the **Caretaker** to ensure the school remains secure before, during and after use.
- 10.2. Hirers will be given an emergency contact number for the **Caretaker** in case of any security breach.
- 10.3. The school premises are closed after **10:00pm** to avoid any noise complaints from neighbouring residents.
- 10.4. A Keyholder will remain on site until **6:00pm** to hand over control of the premises to the first hirer of the evening.
- 10.5. Keys/security codes will not be passed to any hirer or other person without written permission from the **Governing Board**.
- 10.6. A Keyholder will return to the site to ensure the site is secure ready for the next day.
- 10.7. The school uses a 'three strike' rule when handling noise complaints lodged against hirers.

- **Strike one** – hirers will receive a verbal warning about their conduct on the school property and be warned that repeated offences will result in their booking privileges being suspended.
- **Strike two** – hirers will receive a second verbal warning and a letter explaining that the school takes a zero-tolerance approach to any excess noise. This letter will outline that any fines for noise that the school is issued may be passed on to the hirer if there is sufficient evidence to do so.
- **Strike three** – the hirer will be barred from booking the school premises for any activity for a period of **two months**. The governing board also expects the hirer to issue an apology to the school and complainant in writing.

10.8. The use of public announcement systems and loudspeakers must be agreed with the **Headteacher** and **Caretaker**, this agreement must include a maximum noise level which is not to be exceeded.

10.9. The school's car park is available to hirers during their time on the premises; however, the **Governing Board** and school will not accept responsibility for any loss, damage or accident that may occur whilst the car park is in use.

10.10. Hirers will only use the car parking spaces allocated and, should any additional spaces be required, the **Caretaker** will find suitable spaces on the school grounds.

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

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

11. Equipment

11.1. Hirers will identify any equipment they require from the school and detail this in their application form; hirers must seek permission from the governing board to use any additional equipment once the form has been submitted.

11.2. The **Caretaker** will conduct an inventory of all the equipment that the hirer requests, noting its condition. The **Caretaker** will review this inventory after the hirer uses the equipment to ensure its proper use.

11.3. Furniture and fittings will not be removed or interfered with in any way unless permission has been granted by the **Caretaker** or **Headteacher**. Where permission has been granted, the **Caretaker** will oversee the move.

- 11.4. If a furniture move has been agreed, the hirer and **Caretaker** will negotiate restoring the premises back to its original state.
- 11.5. Any damage to equipment, furniture or the building will result in the hirer being charged the cost of any repairs or replacements.
- 11.6. Any seating provided is limited to the number of chairs on the premises.
- 11.7. Hirers are allowed to bring their own equipment on to the premises; however, they will be required to acknowledge this in their application form.
- 11.8. The hirer will ensure that any equipment that they provide meets the relevant health and safety standards.
- 11.9. The school cannot be considered responsible if any of the hirer's equipment is damaged, stolen or lost whilst being used on the premises.
- 11.10. Hirers will report any stolen or missing equipment to the **Caretaker** immediately.
- 11.11. Risk assessments for manual handling will be carried out by the **Headteacher** and **Caretaker** in accordance with the school's **Manual Handling Policy**.
- 11.12. No Food or drink may be prepared on the premises.

12. Data protection

- 12.1. The school will adhere to the **Data Protection Policy** at all times.
- 12.2. The **DPO** will undertake the requisite due diligence to ensure that the hirer is compliant with the relevant data protection legislation.
- 12.3. The **DPO** will provide hirers with the statutory privacy information in the form of the **Privacy Notice for Third Parties**.
- 12.4. The **DPO** will ensure that the hirer's information is processed in accordance with the GDPR and Data Protection Act 2018.

13. Monitoring and review

- 13.1. This policy is reviewed **annually** by the **Governing Board** and the **Headteacher**.
- 13.2. The scheduled review date for this policy is **February 2023**
- 13.3. Any changes made to this policy will be communicated to all relevant members of staff and all hirers.

14. APPLICATION FOR THE HIRE OF PENSNETT SPORTS HALL

All applicants are required to complete this form in full and it should be signed by the applying individual or by an individual with appropriate authority in the case of an organisation. **PLEASE COMPLETE IN BLACK INK**

CONTACT

Full name of hirer (or organisation if appropriate)

Nature of organisation (e.g. karate club)

Purpose of Use

Financial aim of organisation: For profit / Not for profit / Registered charity No. (Delete as appropriate)

Contact Name Position

Address Tel No.

..... Mobile

..... Fax No.

Post Code Email Address

PAYMENT

Fes are payable monthly, in arrears, upon receipt of a formal Dudley MBC invoice. Payment methods are detailed on the invoice reverse.

If the invoice is not to be directed to the named Contact above, please supply invoicing details:

Contact Name Position

Address Tel No.

..... Mobile

..... Fax No.

Post Code Email Address

DAY AND DATE/S REQUIRED. If multiple dates are required please list clearly on attached sheet.

On/From To

Times (include setting up/closing down time) From.....am/pm Toam/pm

Estimated number of people attending

ROOMS AND FACILITIES

(please tick as required)

Sports Hall []

Changing Rooms/ Toilets []

I confirm that the organisation has **Public Liability insurance** that covers this event with:

Name of Insurer.....Policy number

Valid from To Limit of liability £

- A. I undertake to pay the appropriate hire charges, to observe and be bound by the conditions of hire and to indemnify the Local Authority against any claims for loss or damage or personal injury or of any associated costs arising from this application.
- B. Does the proposed use of premises involve supervising children under 18? **Yes / No**
If the answer is Yes then continue with further questions, if No please skip to the section signed by the organiser leader.
- C. I confirm the organisation has documented child safeguarding policies and procedures in place
Yes / No
- D. Have the policy and procedure for safeguarding and promoting the welfare of children been communicated to all staff/ workers and volunteers (involved adults)? **Yes / No**
- E. Are all the relevant staff/ workers and volunteers (involved adults) adequately trained in adherence to the policy and procedure for safeguarding and promoting the welfare of children?
Yes / No)
- F. Do all the relevant staff / workers and volunteers have DBS disclosure at an appropriate level (as defined by the Criminal Records Bureau and are arrangements in place for checks and renewals? **Yes / No**

Signed Date

If you have answered 'no' to the safeguarding questions above, then the letting will not be permitted. However this does not prevent you from making a provisional booking subject to all safeguarding policies and procedures being in place, this must be confirmed by resubmitting this form.

I confirm that all the information provided by myself, or my organisation, in the form above is accurate and accept and understand the conditions of hiring laid down by the Local Authority, a copy of which has been given to me.

Signed by organisation leaderDate.....

DATA PROTECTION

The school will process the data collected in this form in accordance with the GDPR and Data Protection Act 2018. For further information about how the school will process your data, please see our Privacy Notice for Third Parties, which can be accessed **on the school website**.

If you wish to change any of the details in this form or wish to delete your details then please contact:

Pens Meadow School, Ridge Hill, Brierley Hill Road, Wordsley, Stourbridge, West Midlands, DY8 5ST

Please return your completed form to:

Pens Meadow School, Ridge Hill, Brierley Hill Road, Wordsley, Stourbridge, West Midlands, DY8 5ST

Office Use only:

Form checked by:	Date	Initials
Booking entered on spreadsheet:	Date	Initials
Hire Permit issued:	Date	Initials

Hire Agreement

The school will process the data collected in this agreement in accordance with the GDPR and the Data Protection Act 2018. For further information about how the school will process your data, please see our Privacy Notice for Third Parties, which can be accessed [on the school website](#).

The governing board of **Pens Meadow School**

The hirer:

Address:

.....

.....

Telephone:

Areas of the school to be used:

Specific nature of use:

Maximum attendance:

Details of any school equipment to be used:

Date(s) of hire:

Period(s) of hire:

Fee (specify per hour or per session): £

The governing board agree to hire the premises to the hirer on the date(s) and for the period(s) mentioned above, upon payment of the fee specified.

The hirer accepts all the conditions of hire as set out in the attached terms and conditions document.

The hirer's attention is specifically drawn to the indemnities contained in the hire conditions, and the need to ensure that suitable insurance cover is in place for any loss, damage or injury.

Hirer's signature:

Chair of the governing board's signature: