

Lettings Policy

- nurture
- sustain
- grow

Lettings Policy

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1. Aims

We aim to:

- Ensure that school premises and facilities can be used, where appropriate, to support organisations that benefit the community. This facility may not be available at all our school sites.
- Allow the hiring of the premises without subsidy where appropriate.
- Charge for the use of the premises and, where appropriate, raise additional funds for the school
- Ensure the hiring out of the premises does not interfere with the school's primary purpose of providing education to its pupils

2. Areas available for hire

2.1 Available areas

The school may permit the hire of the following areas:

- Sports hall (with or without access the kitchen)
- Kitchen (linked with the hire of another space)
- Classrooms (Top floor only subject to availability)
- Outdoor Multi Use Games Area (MUGA)

Please note that not all schools will be able to offer all the areas listed above for hire.

2.2 Capacity and charging rates

	Availability	Capacity	Per hour Cost (£)
Hall	Term time weekdays: After 3.00pm until 9.00pm	275	100
Kitchenette	Weekends and school holidays: After 9.00am - 9.00pm	4	50
MUGA		N/A	70
Dance Studio		60	60
Classrooms (top floor only subject to availability)			

3. Charging rates and principles

3.1 Rates

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

3.2 Cancellations

We reserve the right to cancel any agreed hiring with a minimum of 3 days' notice. A full refund will be issued in these circumstances. The school shall not be liable for any direct, indirect or consequential losses, including (without limitation) any loss of profits, loss of business or the loss of any revenue arising out of the cancellation of any hire.

The hirer of the premises can cancel any hire with a minimum of 7 days' notice. If less notice than this is given, the licensee shall not be entitled to a refund.

3.3 Revenue Review

The revenue raised from hiring out will be reviewed by the Headteacher and Chief Finance Office for The Beckmead Trust and will be reported to Trustees, to ensure best value is being achieved.

4. Application process

Those wishing to hire the premises should complete the hire request form, which can be found in Appendix 1 of this policy. Please read the terms and conditions of hire as set out in Section 5.

The hirer should complete and sign the hire request form and submit it to the school office. Approval of the request will ultimately be determined by the Headteacher.

If the request is approved, the school will contact the hirer with details of how to submit full payment and make arrangements for the date and time in question.

Details of the fire and emergency evacuation procedures and other relevant health and safety documents will also be provided. Adherence to these procedures will be part of the hiring terms and conditions.

The hirer will also need to provide proof of their public liability insurance with their application.

We reserve the right to decline any applications at our absolute discretion, in particular where the organisation does not uphold the values of the school, or reputational damage may occur.

5. Payments

If the request is approved the school will contact the hirer with details of how to submit . Payment should be made in full, up front, within 14 days of the hire period. See notes under section 3.2 regarding cancellation.

6. Terms and conditions of hire

The following terms and conditions must be adhered to in the hiring of the school premises. Any breach of these terms will result in cancellation of future hires without refund. By signing Appendix 1 and 2, the school and the hirer are entering into this agreement, subject to the cancellation clauses outlined in this document.

1. "Hirer" means the person or entity identified in the relevant hire request form.
2. The hirer shall pay the full amount as stipulated by the school, and shall not be entitled to set off any amount owing to the school against any liability, whether past or future, of the school to the licensee.
3. The hirer shall occupy the part(s) of the premises agreed upon as a non-exclusive licensee and no relationship of landlord and tenant is created between the hirer and the school by this licence.
4. The hirer shall not sub-licence any of the premises under the licence.
5. The hirer shall not use the premises for any purpose other than that agreed upon in the licence, as set out in the hire request form.
6. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the licence.
7. The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.
8. The hirer shall be responsible for all matters relating to fire safety and health and safety and shall be 'responsible for those in attendance during the specified time and must take out its own public liability insurance with a reputable insurer approved by the school and shall provide of copy of the relevant insurance certificate no less than 14 days before the start date of the licence.
9. The hirer shall not conduct, nor permit or suffer any other person to conduct, any illegal or immoral act on the premises, nor any act that may invalidate any insurance policy taken out by the school in relation to the premises.
10. The hirer shall indemnify and keep indemnified the school from and against:
 - a. any damage to the premises or school equipment;
 - b. any claim by any third party against the school; and

- c. all losses, claims, demands, fines, expenses, costs (including legal costs) and liabilities, arising directly or indirectly out of any breach by the hirer of the licence or any act or omission of the hirer or any person allowed by the hirer to enter the premises
11. Save that nothing in the licence shall exclude or limit either party's liability for personal injury or death arising from the negligence of either party or any other liability that cannot be excluded by law, the school shall not be responsible for any losses of a direct or indirect nature, and its maximum liability to the hirer shall not exceed the total fees paid or to be paid to the school by the hirer under the licence.
 12. Any cancellations by the hirer received with less than 7 days' notice will not be refunded.
 13. Any cancellations by the school made with at least 3 days' notice will be refunded.
 14. The hirer will read the fire safety procedures for the site and ensure that all activities and actions during the whole period of hire adhere to these procedures. The hirer must ensure these procedures are not breached at any time during the period of hire.
 15. The hirer will nominate, and advise the school of, a nominated person responsible for fire safety during the period of the hire. This person must be on site for the duration of the hire and provide the school with an emergency contact number.
 16. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
 17. The hirer will provide the school with an emergency contact number for the duration of the hire.
 18. The hirer will leave the premises in the condition it was found in, leaving all areas, internally and externally, clean and tidy and not leaving any of their own equipment behind. This includes rubbish in the grounds or external bins.
 19. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises, without the prior written agreement from the school.
 20. If permission is granted the hirer is responsible for ensuring all signage, banners, posters or other such notices are removed at the end of the hire (internally and externally).
 21. The hirer will ensure that any electrical items used are safe, can evidence timely portable appliance test (PAT) testing via labelling/certification, and users sufficiently trained for its safe use.
 22. The hirer will, as part of the licence granted, ensure that all equipment brought on site for use during the period of hire is safe and compliant with the manufacturers instructions and required safety check.

23. Any damage or loss incurred due to unsafe equipment or equipment used in an unsafe manner is the responsibility of the hirer.
24. If the hirer breaches any of the terms and conditions the school reserves the right to terminate the licence and retain any fees already paid to the school, without affecting any other right or remedy available to the school under the licence or otherwise.
25. Smoking is not permitted on any part of the school premises, inside the building or in the grounds, at any time. The hirer will ensure this is prevented during the period of hire.
26. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
27. The hirer will acquire all appropriate additional licences for any activities they are running, including those required for use of any third party intellectual property.
28. The hirer shall provide the school with a contact number for someone on site during the period of hire.
29. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running within 7 days of the date of the start of the hire.
30. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
31. The school's premises hire policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation letter issued by the school shall apply to and are incorporated in the licence.
32. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
33. The school and the hirer irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising from this licence.
34. The above T&C's may need to be adjusted based on individual hire requirements and hirers will be notified of this.

7. Safeguarding

The school is dedicated to ensuring the safeguarding of its pupils at all times and will insist that all hirers follow the DfE guidance which can be found [here](#). The requirements can be found in the appendix.

It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space.

All providers should:

- have a written safeguarding and child protection policy, with written procedures in place
- be aware of the specific safeguarding issues that can put children at risk of harm and undertake appropriate training
- have appointed a suitably trained designated safeguarding lead (DSL)
- be aware of the referral route into children's social care
- Providers with staff and the DSL should also:
 - make staff and volunteers aware of what to do if they have concerns about a child
 - make staff and volunteers aware of what they should do if they have concerns about safeguarding practices within the setting
- ensure that all staff and volunteers know the referral route into children's social care

Review your policies, practices and training regularly to ensure the children in your setting are safe.

Safeguarding and child protection policy

You should have an up-to-date safeguarding and child protection policy in place. This should explain how you'll protect children in your care. Tailor your policy to your own organisation and review it annually, as well as after any incident occurring. At a minimum, it should include:

- a short policy statement, setting out the priority you give to keeping children and young people safe and how you'll achieve this
- a commitment that under no circumstances should any staff member or volunteer inflict physical or psychological harm on a child
- a list of procedures that enable you to keep the children in your care safe - if you're self-employed and do not have any staff members you do not need to write down your procedures step-by-step. However, you should know what steps you would take if faced with a specific safeguarding issue
- details of your DSL and how to contact them
- contact details for any relevant governing body or association (if applicable)
- contact details for local safeguarding services such as:
 - your local authority children's social care team
 - your local authority designated officer at your local council
 - the police

Safeguarding procedures

If you have one or more employees or volunteers in your setting, it is important to write down your procedures. This will make sure all staff members understand their responsibilities and know what to do in the event of a safeguarding concern. Typically, these should include a procedure:

- covering what to do if you have a concern that a child has been abused or may be at risk of abuse or exploitation (including online)
- to use in the event of allegations or concerns of child-on-child abuse in your organisation
- to deal with allegations or concerns that an adult working with children and young people in your organisation may present a risk of abuse
- to deal with adults trespassing for the purposes of abuse, for example, members of the public

for complaints that explains how children, young people, and families can raise a safeguarding concern

- Consider what other information you need them to be aware of. This could include:
- code of conduct for staff, contractors and volunteers
- Information about the different types of abuse, signs, and indicators
- how to respond directly to a child who discloses abuse

You should distribute written copies of your procedures to all staff and volunteers in your setting and ensure that they understand them. The NSPCC provides guidance on how to write user-friendly procedures.

Designated safeguarding lead

You should designate an adult (which could be yourself) to have lead responsibility for safeguarding children while they're in your care. We call this person the designated safeguarding lead (DSL). When appointing the DSL, you should consider the needs and characteristics of the children attending your setting.

DSLs should be suitably trained and have a good understanding of:

- specific safeguarding issues including:
 - bullying
 - physical abuse
 - neglect
 - emotional abuse
 - child sexual abuse
 - child-on-child harmful sexual behaviour
 - online safety

- substance abuse
- extremism and radicalisation

- child protection
 - what abuse and neglect look like?
 - referral processes into the local authority children's social care team • what to expect when they make a referral to children's social care

Managing safeguarding concerns

Detailed information on a DSL's duties and relevant training is in Keeping children safe in education (KCSIE), under Part two: The management of safeguarding. Although KCSIE applies to schools and colleges, it may also be useful for out-of-school settings as 'best practice'.

Multi-Agency Safeguarding Hub (MASH) teams are the single point of contact for all professionals to report safeguarding concerns to, within their local authority. Contact details for your local authority's multi-agency safeguarding hub, safeguarding lead or Prevent officer are often on their website under 'child safeguarding' or 'child protection services'. Find your local council at GOV.UK. It is also good practice for DSLs to have the contact details for your local authority's children's social care team on hand in case you need guidance.

If you're concerned about a child, you can discuss the matter with your local authority children's social care team before deciding whether to make a referral to them. In some cases, they can provide early help services to children and their families.

The DSL should be aware of the local criteria for action and the local protocol for assessment, which can normally be found on your local authority website. These explain when to make referrals to children's social care and what to expect afterwards.

The DSL should record:

- any concerns about abuse and neglect
- what they have done about them
- the reason for their decisions

You should also have processes in place to manage any safeguarding concerns or allegations about your staff members. This includes volunteers and contractors.

If there is an allegation against a member of staff or volunteer, the DSL should contact their local authority designated officer.

Your local authority's designated officer coordinates all allegations and concerns made against a person who works with children. They will advise you on what action you should take and if you need to refer the allegation to children's social care. The DSL should also inform the police if a crime may have been committed.

Specific safeguarding issues

Everyone that works with children should be aware of safeguarding issues that can put children at risk both online and offline. Training will differ according to the type of setting, but all staff and volunteers should be appropriately trained in safeguarding and child protection (including online).

Abuse and neglect

Make sure your staff and volunteers are aware of the indicators of abuse and neglect. This will help them to identify children who may need help or protection and know how to deal with the matter.

Abuse can take many forms, including physical, emotional or sexual. It can also take place in a variety of settings (both online and offline), for example, in the family environment or the local community. It includes child sexual exploitation and child criminal exploitation. For the first time, children and young people are deemed to be victims of domestic abuse under the Domestic Abuse Act 2021 where they see, hear or experience the effects of the abuse. More information is available in:

- keeping children safe in education
- Child abuse concerns: guide for practitioners
- Domestic abuse: Statutory guidance

You should act on any concerns about a child immediately. This will typically involve speaking to your DSL, who will record the concern and consider making a referral to the local authority children's social care team.

If a child is suffering (or is likely to suffer) immediate harm, it is important to make a referral to children's social care and contact the police and your local authority designated officer (LADO) at once. If you're the DSL, talk to your local authority children's social care team. Referrals should follow your local authority's referral process.

Knowing what to look for is vital to the early identification of abuse and neglect. If staff and volunteers are unsure, they should always speak to the DSL.

If they are not satisfied with the course of action taken by the DSL they should consider making their own referral into local authority children's social care or the LADO.

If there is a chance that those hiring the premises will come into contact with pupils, for example if the hire occurs during school hours, or when pupils may be present in the school (during after school clubs or extracurricular activities), we will ask for confirmation that the hirers have had the appropriate level of DBS check.

Further details can be found in our Child Protection and Safeguarding Policy.

The hirer will be required to have appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide copies of these policies on request to the school.

The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact The Headteacher as soon as reasonably practicable.

8. Complaints Procedure

9. Monitoring Arrangements

This document will be reviewed every 2 years, but may be reviewed and updated more frequently if necessary. It will be reviewed by the Director of Estates.

It will be approved by Trustees

10. Linked Beckmead Trust Policies

- Safeguarding Policy
- Fire Safety Management Policy
- Emergency Evacuation Policy
- Health & Safety Policy

- **Appendix 1: Hire request form**

This request form is to be used by people or organisations wanting to hire our premises.

Before filling out a request form, please familiarise yourself with our terms and conditions for the hire of our premises and our rates of hire, which you can find in Sections 2 and 5 of this policy. If you have any questions, please contact the local Headteacher or email estates@beckmeadtrust.org where someone from our Estates Office will help with initial enquiries. .

Name & Address of Beckmead Trust school site	
Name of applicant/organisation and company number (where applicable)	
Applicant contact details	Address: Phone no: Email address:
Preferred method of contact	
Purpose/activity of organisation	

<p>Part of the premises requesting to be hired</p>	
<p>Date, times, and duration of first hire</p>	
<p>Is this a recurring request, or one off? If recurring, indicate the frequency and number of occurrences (e.g. weekly, 10 weeks)</p>	
<p>Number of expected participants in the activity</p>	
<p>Additional equipment you will require from the school (please note we may not always be able to provide this but will inform you where this is/is not possible)</p>	
<p>Additional equipment you will be providing yourself</p>	

By signing below, I agree to the terms and conditions set out in the school's Lettings Policy.

Name _____ Date _____

Position _____ Signature _____

Please return this form via email to the school office. We will be in touch to inform you if your application is successful, and if so details of the full cost and documents that will need to be shared.

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Appendix 2 - Checklist of Safeguarding Arrangements

As a provider, you and your staff and volunteers have a duty of care toward the children who attend. This means that by law you must take reasonable steps to ensure the safety of the children and to protect them from harm.

The steps you take will differ depending on your provision's specific characteristics. For example:

- size
- the type of activity or tuition you offer
- physical location
- hours of operation

The list below details the arrangements you should have in place regardless of the type or size of provision. It provides a starting point that can be used by anyone to reduce the risk of harm to children in your setting.

Ensure that all staff¹ and volunteers understand and comply with the safeguarding arrangements you put in place and review your policies, procedures and training on an ongoing basis.

¹ 9 For the purpose of this code, "staff" should be interpreted very widely to mean a paid employee or unpaid worker or volunteer engaged by an out-of-school setting provider.

You should:

Requirement	In place y/n	Checked by school Member of staff (write name clearly)	Date
have an effective safeguarding and child protection policy in place			
have a staff behaviour policy (sometimes called a code of conduct)			
be aware of and have training on the specific safeguarding issues (including online) that can put children at risk of harm			
have clear procedures on what to do if there are concerns about a staff member, volunteer or another adult who may pose a risk of harm to children			
appoint a designated safeguarding lead (DSL), ¹⁰ who has undertaken safeguarding and child protection training (including online)			
provide parents or carers with a named individual (such as the DSL or another named member of staff) so they can raise safeguarding concerns			
if you're a lone provider, give parents or carers the contact details of your local authority's children's services or the NSPCC helpline number			
know the local referral route into children's social care			
report any allegations of harm to a child to both your local authority designated officer (LADO) ¹¹ and the police as soon as reasonably practicable			

know if the legal duty to refer to the Disclosure and Barring Service applies to you and ensure you make referrals when appropriate			
make sure staff and volunteers have had relevant pre-employment checks that are recorded on a fully compliant Single Central Register			
a clear complaints procedure			
an effective whistleblowing policy			
a clear staff behaviour policy (code of conduct)			
a clear line of accountability for safeguarding which runs throughout your organisation, including at the most senior level			
a clear record of the safeguarding training provided to staff and the schedule of refresher training			

You Must

Requirement	In place y/n	Checked by school Member of staf (write name clearly)	Date
consider the suitability and safety of the setting for employees, children and young persons, taking steps to reduce any risks identified			
have a fire safety and evacuation plan			
have paediatric first aid training where children aged 5 and under are attending			

the provision (unless you're exempt from registration with Ofsted)			
have first aid training and a first aid kit to hand as well as awareness of what to do in an emergency where children aged over 5 are attending			
have more than one emergency contact number for each child			
make sure you know of any medical concerns or allergies			

Signed (hirer)	
Name in Block Capitals	
Name of the Hiring Organisation	
Date	

Rate Card 2023/24

	Availability	Capacity	Per hour Cost (£)
Hall	Term time weekdays: After 3.00pm until 9.00pm Weekends and school holidays: After 9.00am - 9.00pm	275	100
Kitchenette		4	50
MUGA		N/A	70
Dance Studio		60	60

Signed on behalf of the school	
Name in Block Capitals	
Date	