COLMERS SCHOOL
& SIXTH FORM COLLEGE

Policy Title: Lettings and Community Use

Review Frequency	Annually
Policy Owner/Author	B Carter
Date Approved	July 2026
Next Review Date	July 2027
Version Number	1.4

Contents:

Statement of intent

1. Legal framework
2. Definitions
3. Roles and responsibilities
4. Charges
5. Managing lettings
6. Safeguarding
7. Asbestos
8. Emergencies and health and safety
9. Using the site
10. Equipment
11. Data protection
12. Monitoring and review

Statement of intent

Colmers School and Sixth Form College recognises that its premises are valuable to the local community and as such, we are pleased to let the premises out to local organisations.

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.

1. Legal framework

This policy has due regard to all relevant legislation and statutory guidance 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 UK General Data Protection Regulations (GDPR)
- Data Protection Act 2018
- Education Act 1996
- Equality Act 2010
- DfE (2015) 'Advice on standards for school premises'
- DfE Keeping children safe in education (current edition
- Home Office Prevent Duty Guidance for England and Wales (current edition)
- DfE Out-of-school settings: safeguarding guidance for providers (current edition)

This policy operates in conjunction with the following school policies:

- First Aid Policy
- Fire Safety Evacuation Procedure
- Premises Management Policy
- Health and Safety Policy
- Child Protection and Safeguarding Policy
- Prevent Duty Policy
- Letting School Premises Risk Assessment
- Manual Handling Policy
- Asbestos Management Policy
- Data Protection Policy
- Allegations of Abuse Against Staff Policy

2. Definitions

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.

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.

Use of the premises for activities such as staff meetings, parents' meetings, governing board meetings, out of school hours learning 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.

3. Roles and responsibilities

The Business Manager will be 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 a legal expert with regards to transactions, for specialised guidance.
- Ensuring any safeguarding risks associated with the letting are identified and addressed.
- Ensuring hirers have appropriate child protection and safeguarding policies and procedures in place.
- Ensuring hirers follow the DfE Out-of-school settings: safeguarding guidance for providers (current edition)
- 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.
- Ensuring compliance with the premises licence.
- Acting as or appointing a designated premises supervisor.
- Liaising with the Head teacher 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 Facilities Manager 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 and the Asbestos Management 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.

The Facilities Manager will be 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.
- Ensuring the hirer is made aware that CCTV cameras are installed within the school and ensure they have read the Surveillance and CCTV Policy.

The DPO will be 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.

Hirers will be 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 Facilities Manager to ensure that the premises are secure after use.
- Obtaining adequate public liability insurance to a minimum of £5 million.
- Providing the Business Manager with proof that they hold a current and relevant insurance policy.
- Obtaining all necessary safeguarding checks for all activities involving children, e.g. safer recruitment checks, and providing proof of this to the Business Manager.
- Reading the school's safeguarding policies and procedures and ensuring they understand the rules and procedures detailed within.
- Informing the Facilities Manager of the activities that will be undertaken on the premises.
- Adhering to the school's Letting School Premises Risk Assessment.
- Adhering to the DfE Out-of-school settings: safeguarding guidance for providers (current edition)

Charges

The governing board will be 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

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.

The charge issued for each letting will be reviewed annually by the governing board.

The review of charges will take place in the Summer term, for implementation in the beginning of the next academic year, taking effect from 1 September that year.

A charging tariff may be established to ensure that access is affordable for particular individuals and groups.

Hirers will provide the school with at least ten days' notice before cancelling a booking for a full refund.

Hirers with a regular re-occurring booking will be invoiced as per their lettings agreement. For one off events full payment is due in advance of attending.

If the whole fee has not been paid, the school reserves the right to refuse the hirer entry to the premises.

In the event any fees are outstanding after the hirer has used the premises, their organisation will be barred from using the school facilities until the full amount has been paid.

There will be a grace period of 14 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.

4. Managing lettings

The governing board delegates authority for approval of lettings to the Business Manager within the parameters of this policy. Governors will approve the charges and this policy.

The hirer will be invoiced for the cost of the letting as appropriate in accordance with the governing board's charges decision.

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

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).

Fees must be paid by bank transfer.

The Business Manager will provide the hirer with the relevant bank details.

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.

5. Safeguarding

The school will ensure that appropriate safeguarding arrangements are in place when letting school premises of facilities that involve work with children. Organisations submitting a lettings request involving working with children and/or young people will submit a signed copy of their current safeguarding policy and safer recruitment policy.

Where the hiring of school premises or facilities for work with children, regardless of whether the children are on the school roll, is directly supervised or managed by school staff, the hirer will abide by the school's safeguarding arrangements.

Where the services are provided separately by another body, the school will seek assurance that the body concerned has the appropriate safeguarding procedures in place. The school will inspect the provider's safeguarding policy prior to the commencement of the letting.

Hirers will be expected to adhere to the DfE Out-of-school settings: safeguarding guidance for providers (current edition)

The school will ensure that safeguarding requirements are communicated with the hirer prior to the letting. This will be included in the school's hire agreement document.

Failure to comply with the school's safeguarding conditions will lead to the termination of the hire agreement.

Any safeguarding-related allegations against organisations or individuals who have hired the school premises will be managed in line with the school's Allegations of Abuse Against Staff Policy.

All hirers will state the purpose of the hire.

When determining whether to approve an application, the Business Manager will consider the following factors:

- The type of activity
- Possible interferences with school activities
- The availability of facilities
- The availability of staff
- Health and safety considerations
- The school's duties with regards to the prevention of terrorism and radicalisation
- Whether the letting is deemed compatible with the ethos of the school

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

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

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

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

Where an individual group is found to be promoting views in contravention of the school's Prevent duty, this will be managed in line with the school's Prevent Duty Policy.

All hirers will read and review the school's Child Protection and Safeguarding Policy.

All hirers must immediately report safeguarding allegations, low-level concerns or incidents involving staff, volunteers or attendees to the school's Designated Safeguarding Lead.

Asbestos

The school's Asbestos Management Policy will be available to hirers.

The Facilities Manager will inform all hirers of any asbestos-containing materials (ACMs).

When approving the applications to hire the premises, the Facilities Manager and the Headteacher will conduct a risk assessment to establish whether the requested purpose of use will disrupt any ACMs.

The Facilities Manager will ensure that the hirers have access to the school's asbestos management survey.

The Facilities Manager will ensure that the hirers have access to the school's Asbestos Management Plan.

If the school finds that there has been, or may have been, an unplanned disturbance of asbestos, the following action will be taken:

- The hirers will be informed by the Facilities Supervisor immediately
- All activities will stop, and everyone will be evacuated from the affected area
- Staff, pupils and visitors will not be allowed to re-enter the affected areas until any necessary remedial action has been taken
- Items, including equipment, books, or personal belongings, will not be moved from the area
- Advice will be sought from an asbestos expert regarding remedial action

Unless the incident is minor, the school will notify the HSE, as this is a legal requirement under The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

Hirers should have procedures in place to deal with the unintended or unexpected release of asbestos.

Anyone who has come into contact with asbestos, and is concerned about their exposure, will be advised to contact their GP.

The school's AMP will detail the procedures for staff to follow in the event of an incident, and this will be communicated to all staff and hirers.

6. Emergencies and health and safety

The Facilities Manager 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.

In case of an emergency, the on-site telephones can be used to call the emergency services.

The Facilities Manager will check first aid kits weekly to ensure their stock levels remain high and, where necessary, restock the first aid kits with the relevant items.

The Facilities Manager will show hirers where first aid kits are should they be required.

The hirer must ensure suitable first aid provision appropriate to the activity being undertaken.

Smoking is not permitted on the premises at any time.

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

The Facilities Manager will make copies of the school's Fire Evacuation Plan available to the hirer on arrival at the school.

The hirer will be shown the school's fire exits and evacuation points by the Facilities Manager on arrival.

The hirer will be provided with a copy of the school's Health and Safety Policy and First Aid Policy and will be expected to act in accordance with it at all times.

Hirers are also expected to provide:

- their own risk assessment;
- event-specific risk assessment for large events;
- fire arrangements where relevant.

7. Using the site

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

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

The school premises are closed after 10:00pm to avoid any noise complaints from neighbouring residents.

There will be a member of the Facilities Team on-site for the duration of the lettings.

Keys and/or security codes will not be passed to any hirer or other person unless specified in their letting agreement.

A member of the Facilities Team will return to the site before the last hirer leaves, to ensure the site is clean and secure ready for the next day.

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.

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

The school's car park is available to hirers during their time on the premises; however, the governing board and school 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 and, should any additional spaces be required, the Facilities Manager will find suitable spaces on the school grounds.

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

Any event involving alcohol must comply with the school's premises licence conditions and any Temporary Event Notice requirements.

8. Equipment

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

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

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

If a furniture move has been agreed, the hirer and Facilities Manager will negotiate restoring the premises back to its original state.

Any damage to equipment, furniture or the building will result in the hirer being charged the cost of any repairs or replacements.

Any seating provided is limited to the number of chairs on the premises.

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

The hirer will ensure that any equipment that they provide meets the relevant health and safety standards.

The school cannot be considered responsible if any of the hirer's equipment is damaged, stolen or lost whilst being used on the premises.

Where personal data is shared between the school and hirers, both parties will comply with UK GDPR and Data Protection Act 2018 requirements and may be required to enter into a data-sharing agreement where appropriate.

Hirers will report any stolen or missing equipment to the Facilities Manager immediately.

Risk assessments for manual handling will be carried out by the Facilities Manager in accordance with the school's Manual Handling Policy.

Food and drink may be prepared on the premises; however, hirers must seek direct permission from the Business Manager

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

9. Data protection

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

The DPO will undertake the requisite due diligence to ensure that the hirer is compliant with the relevant data protection legislation.

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

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

10.Monitoring and review

This policy is reviewed annually by the governing board and the Headteacher.

The scheduled review date for this policy is July 2027

Any changes made to this policy will be communicated to all relevant members of staff and all hirers.