

Lettings Policy

Parish Primary School

Date: September 2020
Review: September 2021



PARISH
CE Primary School
Part of the Aquinas Trust

Building Learning, Friendships and Faith.

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Statement of intent

Parish CE Primary School aims to maximise the use of all its facilities. The intended purpose of the school's facilities is to benefit the school community; however, the school understands that extending the use of the premises to the wider community allows us to maximise our income and provide an advantage to the clubs and groups who will use our facilities.

The school endeavours to positively contribute to increasing participation in activities taking place in the local community.

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

The Head Teacher will be responsible for agreeing if and what school facilities will be let to a third party (hirer), and on what terms. As the prime function of the school is to provide an efficient education for the pupils, any letting of the school's premises should not cause inconvenience to that process. At the same time the site manager's conditions of service and private commitments should be respected. Likewise, the type of letting should not cause any unnecessary damage to the school affecting the resources and environment.

Legal framework

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)

This policy operates in conjunction with the following trust policies:

- First Aid Policy
- Fire Safety Procedures
- Health and Safety Policy
- Safeguarding and Child Protection Policy
- CCTV Policy
- Manual Handling Policy
- Asbestos Management Policy

- Roles and responsibilities

Roles and Responsibilities

The AAC and headteacher, is responsible for:

- Overseeing the marketing of the facilities to ensure their use is maximised.
- Working with the headteacher to ensure all relevant policies and procedures are implemented and made available to hirers.
- Agreeing fair prices to charge for using the premises: these will reflect the condition of the facilities but remain competitive enough to be accessible to the wider community.
- Ensuring the costs of any bills, e.g. electricity and water, that may be attributed to the use of the premises are covered.

The school business and finance officer in discussion with the headteacher is responsible for:

- Ensuring compliance with the premises licence.
- Acting as or appointing a designated premises supervisor.
- Working with the trust to assess whether or not the premises is suitable for hire in its current condition.
- Ensuring the school has the correct insurance for hiring out the premises.
- Checking the hirer has adequate public liability insurance.
- Accepting and rejecting applications to hire the premises.
- Working with the site manager to ensure the premises is fit for use by hirers.
- Ensuring hirers familiarise themselves with any relevant policies and procedures, e.g. the First Aid Policy and Fire Safety Procedures.
- Reviewing and, where necessary, amending the school's Letting School Premises Risk Assessment to help ensure the safety of the hirer and their visitors.
- Reviewing the relevant safeguarding checks carried out by the hirer to ensure they comply with the requirements outlined in the Safeguarding and Child Protection Policy.

The site manager is responsible for:

- Ensuring the facilities and equipment requested are clean and in a good working condition for each hirer.
- Working with the hirers to ensure high levels of security are maintained.
- Showing the hirers how to properly open the premises and secure and lock the premises after use.
- Maintaining and checking equipment to ensure the general upkeep of the site and its facilities.
- Organising any repairs and/or replacement of equipment.

Hirers are responsible for:

- Ensuring the proper use of the facilities and equipment they have requested to use.
- Taking the necessary steps to ensure there is no damage to any equipment or furniture, or the building itself.
- Ensuring all related visitors and volunteers have signed in during their period of hire.
- Leaving the premises in a clean and tidy condition.

- Working with the site manager to ensure that the premises is secure after use.
- Obtaining adequate public liability insurance.
- Providing the school finance and business officer with proof that they hold a current and relevant insurance policy.
- Obtaining all necessary safeguarding checks where required, e.g. DBS checks, and providing proof of this to the school finance and business officer.
- Reading the Safeguarding and Child Protection Policy and other relevant safeguarding procedures, and ensuring they understand the rules and procedures detailed within.
- Informing the school finance and business officer of the activities that will be undertaken on the premises and of any changes to these activities.
- Reviewing and adhering to the Letting School Premises Risk Assessment.

Emergencies and health and safety

- The site manager, school finance and business officer and headteacher will undertake relevant risk assessments for the suitability of the site before activities are carried out on the premises, to ensure the safety of the hirer and any additional visitors.
- Hirers will conduct their own risk assessments for their activities.
- In case of an emergency, the on-site telephones can be used to call the emergency services.
- All hirers will be advised to have access to at least one mobile telephone that can be used to call the emergency services, should the on-site telephones not be accessible.
- A nominated member of staff will check first aid kits to ensure their stock levels remain high and, where necessary, restock the first aid kits with the relevant items.
- The site 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.
- Smoking will not be permitted on the premises at any time.
- Alcohol will not be brought on to, or consumed on, the premises unless the trust holds a licence to sell alcohol and this has been agreed in writing by the headteacher.
- The hirer will familiarise themselves with the Fire Safety Risk Assessment and other relevant risk assessments before using the premises.
- The school finance and business officer will make copies of the trust's Fire Safety Procedures available to the hirer prior to the first hire date.
- The hirer will be shown the school's fire exits and evacuation points by the site manager prior to the first hire date.

Managing asbestos

- Hirers will be provided with a copy of the school's Asbestos Management Policy before using the site.
- An asbestos management survey has been carried out and the schools has made an asbestos management plan (AMP) – these will be shown to hirers.
- The site manager will inform the hirer of any asbestos containing materials (ACMs) that have been identified and how they could be damaged or disturbed. Hirers will receive the correct information and instructions and will be clear on what precautions to take.

- Risk assessments will be conducted of the areas to let, to ensure no ACMs will be disturbed.
- If the school finds there has been, or may have been, an unplanned disturbance of asbestos after the facilities have been hired, the following action will be taken:
 - 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 trust will notify the HSE, as this is a legal requirement under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) 2013.
- 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.
- Any incidents involving the disturbance of, and exposure to, asbestos will be recorded appropriately and dealt with in line with the trust's incident reporting procedures.

The lettings process

- Potential hirers will contact the trust at least two weeks before they wish to use the premises.
- Prospective hirers can apply through an application form which will be submitted in writing to the school office or emailed to admin@parish.bromley.sch.uk.
- For regular hire, only one application form needs to be submitted; however, all the requested dates will be noted.
- Hirers will explain their desired use of the premises when completing their application form.
- After receiving an application to use the school's premises, the headteacher will make a decision about whether the premises are suitable for the hirer's needs.
- If the application is rejected, the headteacher will contact the applicant, either by telephone or email, to clarify the school's response and outline the reasons for rejection.
- Once the application has been accepted, the trust will take 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 can be paid via cash, cheque or bank transfer. The hirer will state how they intend to pay in their application form.
- 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.

Safeguarding

- Organisations submitting a lettings request involving working with children and/or young people will submit a signed copy of their current Safeguarding and Child Protection Policy.
- All hirers must state the purpose of the hire. Each application will be vetted by the DSL 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 school's duties with regard 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 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 school, balanced or outweighed by freedom of expression of artistic merit).
- The headteacher will file an incident report form if they have reason to believe that the letting has been used for political purposes not previously authorised, the dissemination of inappropriate material or any other purpose that contravenes the Prevent duty.
- Where an individual group is found to be promoting views in contravention of the school's Prevent duty, the person or group is guilty of an offence, under the Education Act 1996, the school will contact the police/school security who will remove the person or group from the school's premises.
- All hirers will read and review the school's Safeguarding and Child Protection and Policy.

COVID-19

- All lettings will be in accordance with latest government guidance and restrictions.
- All hirers must submit a COVID-19 risk assessment prior to any lettings taking place.
- All hirers must read the school's COVID-19 risk assessment.

Fees

- The school requires a 10 percent deposit of the overall fee to be paid to the school to secure a booking.
- The remaining amount is to be paid under the terms of the invoice.

- Hirers should give the trust at least 5 days' notice if they wish to cancel their booking.
- If the school receives inadequate notice of cancellation, the school may keep the hirer's deposit to account for any loss of earnings.
- School staff reserve the right to refuse access to the premises in the future if the whole fees have not been paid in accordance with the terms of the invoice.
- In the event any fees are outstanding, their hirer/organisation will be barred from using any facilities controlled by the trust until they have paid the full amount.
- The school reserves the right to take legal action should any outstanding fees remain unpaid.
- Should any equipment, including items that have not been requested, be damaged, lost or stolen whilst under the hirer's care, the school reserves the right to charge for repairing or replacing the equipment.
- Letting fees will be at the discretion of the Head Teacher, based upon the amount of work necessary in setting up the letting, the length of time that the school is required, the nature of the organisation requesting the letting and the potential benefit to the school.
- FOPS will not be charged for committee meetings or fund raising activities.
- In the event of the premises already being hired, the Head will be able to use discretion regarding the charging of the letting fee for a small group.
- Discretion may also be used in the event of a charitable group wishing to hire the premises.

Using the site

- The hirer will liaise with the site manager or school business and finance officer to ensure the school remains secure before, during and after use.
- Hirers will be given an emergency contact number for the site 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.
- Keys or security codes will not be passed to any hirer or other person without written permission from the headteacher.
- The site manager will ensure the site is clean and ready for the next school day.
- The school uses a 'three strike rule' when handling complaints lodged against hirers.
 - Strike one – hirers will receive a verbal warning about their conduct on the 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 inappropriate behaviour. This letter will outline that any fines for the behaviour 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 trust premises for any activity for a period of half a term. The school 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 or school business and finance officer, 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 with agreed permission from the headteacher; however, the 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 they will need to use local side roads, taking care to be considerate to local residents.
- In the event additional parking is required, the site manager will ensure the trust premises remain accessible to the emergency services, should they be required.
- Use of the site should not
 - cause any inconvenience to the school's ability to provide an efficient education for the children.
 - cause any inconvenience to the teaching and non-teaching staff in the execution of their duties.

Equipment

- Hirers will identify any equipment they require from the school and detail this in their application form; hirers must seek permission from the school to use any additional equipment once the form has been submitted.
- Furniture and fittings will not be removed or interfered with in any way, unless permission has been granted by the site manager, school business and finance officer or headteacher. In the event permission has been granted, the site manager will oversee the move.
- If a furniture move has been agreed, the hirer and site manager will negotiate restoring the premises back to its original state.
- Any damage to equipment, furniture or the building will result in the hirer being charged the cost of any repairs or replacements.
- Any seating provided is limited to the number of chairs on the premises.
- Hirers are allowed to bring their own equipment on to the premises; however, they will be required to acknowledge this in their application forms.
- The school cannot be considered responsible if any of the hirer's equipment 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 school business and finance officer immediately.
- Risk assessments for manual handling will be carried out by the site manager and school business and finance officer in accordance with the Manual Handling Policy.
- Food and drink may be prepared on the premises; however, hirers must seek direct permission from the school.
- The hirer will prepare food and drink in line with current food and hygiene regulations.
- Hirers will be responsible for arranging any additional licences that are required to the nature of their activities, e.g. a music licence or licence to sell alcohol.

- Hirers will not bring animals onto the premises without permission from the headteacher.

Monitoring and review

This policy is reviewed annually by the headteacher.

The scheduled review date for this policy is September 2021

Appendix 1
Booking Form

Parish CE Primary School
Application for the Hire of School Premises
HIRER DETAILS



Contact Name, Address and Postcode		
Contact Telephone	Contact Fax	Contact Email
Purpose of Hiring		Number of Persons Attending

DATES & TIMES REQUIRED

Date/s				
Time From	Time To		Total Hours	
	Tick (✓)	AM 9.00-13.00	PM 13.00-17.00	Evening 17.00-23.00
School Hall				
School Gym				
Kitchen Area				
School Field				
Classroom				
Other Facilities/Equipment Required (please continue overleaf)				

AGREEMENT OF TERMS & CONDITIONS OF HIRE

I hereby agree to hire and the rooms/facilities/equipment in accordance with School regulations. I accept the hirers responsibility regarding 'fire regulation' detailed in the 'Terms & Conditions of Hire'. I agree with the 'Terms & Conditions of Hire' and the hire charges. Payment to be made 2 weeks before hire commences. Please check when booking if an access card is required.		
Signature of Hirer	Date	Print Name
Please return this completed form to: The School Office, Parish CE Primary School, London Lane, Bromley BR1 4HF Telephone: 020 8460 7336 admin@parish.bromley.sch.uk A deposit of £50 for hire of the School Facilities must accompany any confirmed booking. Payments by BACS please.		

FOR SCHOOL USE ONLY

Premises Manager	Deposit Received
Head Teacher / Deputy	Date

Appendix 2

PRIVACY NOTICE FOR INDIVIDUALS WHO CONTRACT WITH Parish CE Primary School (the Academy) FOR THE HIRE OF THE ACADEMY SITE.

THE ACADEMY IS PART OF THE AQUINAS CHURCH OF ENGLAND EDUCATION TRUST (The Trust)

The Academy collects data and information about individuals who hire the Academy site for private purposes (hereafter referred to as the Letting) so that we can run effectively as a school and so that we and the Trust can comply with our health and safety and safeguarding responsibilities. This privacy notice explains how and why we collect data from you, what we do with it and what rights you have in relation to the personal data and information collected.

Privacy Notice (How we use your information)

We are a Church of England [primary/ secondary] academy and part of the Trust, which is the data controller for the purposes of General Data Protection Regulation (GDPR) and Data Protection Act 2018 (DPA). The Trust is a charitable company limited by guarantee under company number 07525735. The Trust's offices are at Magpie Hall Lane, Bromley BR2 8HZ. For further information of the Trust please see www.aquinastrust.org.

Although the Letting takes place at the Academy, your contract is with the Trust. Consequently, the Trust acknowledges its obligations to you under the GDPR in relation to your personal data and is committed to the principles of data protection as detailed in the Trust's Data Protection Policy.

Why do we collect and use your information?

We collect and use your information under the following lawful bases:

- a. where we have the consent of the data subject (Article 6 (a));
- b. where it is necessary for the performance of a contract with the data subject (Article 6 (b));
- c. where it is necessary for compliance with a legal obligation (Article 6 (c));
- d. where processing is necessary to protect the vital interests of the data subject or another person (Article 6(d));
- e. where it is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller (Article 6 (e)).

Where the personal data we collect about you is sensitive personal data, we will only process it where:

- a. we have explicit consent;
- b. processing is necessary to protect the vital interests of the data subject or of another natural person where the data subject is physically or legally incapable of giving consent; and / or
- c. processing is necessary for reasons of substantial public interest, on the basis of Union or Member State law which shall be proportionate to the aim pursued, respect the essence of the right to data protection and provide for suitable and specific measures to safeguard the fundamental rights and the interests of the data subject. In addition, the processing satisfies one of the requirements of 1 Part 2 of the DPA.

Please see the Trust's Data Protection Policy for a definition of sensitive personal data.

We use your data to support our statutory functions of running a school and in order to meet our safeguarding responsibilities, in particular:

- a. for the protection and welfare of pupils and others in the Academy;
- b. for the safe and orderly running of the Academy.
- c. For health and safety reasons
- d. for the administration and business functions of the Academy.

The categories of contractor information that we collect, hold and share include:

- a. Personal information (such as name, address, contact details);
- b. Contractual information (such as banking details);
- c. CCTV footage.

We collect information about you when the Letting begins and it is updated as necessary where the it is an ongoing contractual relationship. We may also ask you to review some of the personal information we hold to ensure that it is accurate.

Collecting information about you

Most of the information provided to us is on a voluntary basis. In order to comply with the Data Protection Legislation, we will inform you whether you are required to provide certain information to us or if you have a choice in this. Where appropriate, we will ask you to consent to processing personal data where there is no other lawful basis for processing it. Where you have given consent for the processing of personal information for a specific purpose, you are entitled to withdraw consent at any time.

In addition, we also use CCTV cameras around the Academy's site for security purposes and for the protection of staff, pupils and visitors. CCTV footage may be referred to during the course of disciplinary procedures (for staff or pupils) or investigate other issues. CCTV footage will only be processed to the extent that it is lawful to do so. Please see our CCTV policy for more details.

Storing your data

We hold personal data in accordance with the Trust's Document Management and Retention Policy. A significant amount of personal data is stored electronically, for example, on our database, finance systems and IT systems. Some information may also be stored in hard copy format.

Data stored electronically will be saved within a hybrid solution: on premises as part of a Local Area Network which is supported by ATS and within the Microsoft Azure Cloud Platform. Microsoft Azure Data Centres are located within the UK and Europe. The contracts with Microsoft Azure and ATS contain the necessary provisions to ensure the security of personal data.

Who do we share your information with?

The Lettings information and data we are provided with is routinely shared with senior leaders at the Academy and staff within Trust's finance department, where necessary.

From time to time, we may also need to share your information other third parties including the following:

- the Police and law enforcement agencies;
- Prevent teams in accordance with the Prevent Duty on schools;
- our legal advisers;
- the Risk Protection Arrangement;
- Disclosure and Barring Service.

Some of the above organisations may also be Data Controllers in their own right in which case we will be jointly controllers of your personal data and may be jointly liable in the event of any data breaches.

In the event that we share your personal data with third parties, we will provide the minimum amount of personal data necessary to fulfil the purpose for which we are required to share the data.

Why we share your information

We do not share information about you with anyone without consent unless the law allows us to do so.

Requesting access to your personal data

Under data protection legislation, you have the right to request access to information we hold about you (“Subject Access Request”).

To make a request for your personal data, contact one of the following; although any written request for personal data will be treated as a Subject Access Request.:

- The Trust’s Data Protection Officer: Mary Capon by writing to her at Aquinas Trust, Magpie Hall Lane, Bromley BR2 8HZ or emailing her at info@aquinatrust.org and inserting ‘subject access request’ in the subject box.
- The Academy’s Data Protection Lead: School Business and Finance Officer via admin@parish.bromley.sch.uk

Subject to the section below, the legal timescale for us to respond to a Subject Access Request is one calendar month. As we have limited staff resources outside of term time, we encourage you to submit Subject Access Requests during term time and to avoid sending a request during periods when the Academy is closed or is about to close for the holidays where possible. This will assist us in responding to your request as promptly as possible. For further information about how we handle Subject Access Requests, please see the Trust’s Data Protection Policy.

You also have the right to:

- object to processing of personal data that is likely to cause, or is causing, damage or distress;
- prevent processing for the purpose of direct marketing;
- object to decisions being taken by automated means;
- in certain circumstances, have inaccurate personal data rectified, blocked, erased or destroyed; and
- claim compensation for damages caused by a breach of our data protection responsibilities.

If you have a concern about the way we are collecting or using your personal data, you should raise your concern with us in the first instance by contacting the Trust’s data protection officer or the Academy’s data protection lead. Alternatively, you can contact directly the Information Commissioner’s Office at <https://ico.org.uk/concerns/>

Contact:

If you have any queries regarding this notice or the use of your personal information, please contact:

- The Trust’s data protection officer, Mary Capon, who can be contacted by writing to her at The Trust’s offices are at Magpie Hall Lane, Bromley BR2 8HZ, by emailing info@aquinatrust.org or calling 0203949 7000.
- Alternatively, you can contact the headteacher or the Academy’s data protection lead via admin@parish.bromley.sch.uk

As a result of the Trust’s statutory responsibility, the Trust will receive personal data, some of which will be sensitive personal data. The Trust processes personal data in accordance with the data protection principles embodied in the General Data Protection Regulations (GDPR) and the Data Protection Act 2018 (DPA). The Trust complies with the requirements of the data protection legislation as detailed in the Trust data protection Policy.

All staff are aware of the principles of data protection and will not process personal data unless necessary. The Trust safeguards the personal data it collects through the operation of the Trust’s data protection policy and processes and the IT policy. In addition, the Trust and the relevant academy has taken steps to ensure that all its contracts that process data have the GDPR compliant provisions.