



Hollinswood Primary School & Nursery

Lettings Policy

May 2023

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Committee/Approver of Policy	Finance & Personnel Committee

RESPONSIBILITY

- a) The person named in the Application Form hereto shall be the Hirer and will be personally responsible for ensuring that these conditions are complied with in all aspects.
- b) The management committee of the organisation referred to in the Application Form hereto shall be jointly and severally liable with the Hirer for complying with these conditions.
- c) The premises to be hired are those detailed in the Application Form.
- d) The Hirer must ensure that he/she or some other person authorised in writing by him/her is present throughout the period of hire and must ensure that the premises are used only for the purpose stated in the Application Form hereto. The Hirer or other authorised person must remain at the premises until they are secured by the caretaker.
- e) The Hirer must ensure that any licences, including liquor or music and dancing licences required for the purpose of hire are obtained from the relevant authority and that the premises are not used for any activities that require a licence unless the appropriate licence has been obtained.
- f) The School and its agents shall be allowed access to any part of the Premises at any time.
- g) The Hirer agrees to compensate the School and the Borough of Telford & Wrekin against any damage caused during the period of hire or as a result of any theft or any breach of this agreement to the building or to any apparatus, chattels or appliances belonging to the school, the Borough of Telford & Wrekin or their staff.
- h) The Hirer must ensure that the fire fighting and detection apparatus on the premises are not interfered with.
- i) The Hirer must ensure that at no time during the period of hire is any emergency exit from the premises locked or obstructed.
- j) The Hirer must ensure that all persons using the premises for the purpose of the hire are aware of the site of fire appliances and emergency exits.
- k) The Hirer must take all reasonable precautions for the prevention of accidents or injury to any persons on the premises during the period of hire.

TERMINATION

- a) In the event of any breach of any of these conditions or in the event of any misstatement or material omission in the Application Form whenever discovered, the hiring may be cancelled forthwith at the absolute discretion of the School, without liability to the Hirer or any other person, and any deposit or hire charge already paid will be lost by the Hirer.

CONDITIONS OF LETTING

- a) Prior to any letting application being approved the attached forms/checklist and relevant documents referred to within it must be shared between the hirer and the school. (See appendix 1 and 2)**
- b) No letting will take place until the checklist has been signed by both parties and all risk assessments have been received.**

General:-

- a) Where extra cleaning or moving of furniture is necessary with a letting, a separate account will be rendered, this will include PTA functions.
- b) The meeting or function shall close not later than 10.30p.m. unless special permission has been obtained beforehand.
- c) In the event of the cancellation of a booking by the Hirer no monies already paid shall be refunded.
- d) The Head is responsible for deciding whether or not the caretaker is required to be on site for the full period of the letting.
- e) Detailed arrangements for the use of the premises shall be made by the organiser with the Headteacher, including where necessary arrangements for the erection and dismantling of stages.
- f) When school premises are let on a regular basis, any abuse of privilege on the part of the lessee(s) will lead to immediate cancellation of the letting, and retention of any monies paid.
- g) Continuous tenancies will be terminable by written notice of one calendar month on either side.
- h) Users who consistently abuse the start and end times of their lettings will be in breach of this agreement and may have their contract terminated immediately, without refund.
- i) Sub-letting is forbidden.
- j) The letting form must show the actual period of the letting to include time for preparation and for clearing up afterwards, it is essential that the times of entry and departure are strictly observed.
- k) A minimum of 24 hours' notice, either by phone or email is required to cancel a booking except in the event of accident, severe weather conditions or sickness. If notice has not been received the hirer/s will be charged in full for each 'no notice - no show' booking.
- l) The school does not provide first aid medical facilities for hirers nor does it guarantee access to a telephone system for calling for assistance during lettings. Hirers should make their own Risk Assessment arrangement in this respect.
- m) The Hirer accepts full responsibility for and indemnifies the School and the Borough of Telford & Wrekin against all costs, charges and claims in respect of injury or death to any person using The Premises except as may be caused by the

negligence of the School, the Borough of Telford & Wrekin, or their staff or agents.

- n) Neither the School nor the Borough of Telford & Wrekin shall be responsible or liable for any damage to or loss of property, articles or objects placed or left on The Premises by the Hirer or any other person and the Hirer hereby indemnifies the School and the Borough of Telford & Wrekin in that respect.

Child Protection

- a) All organisations that involve children under the age of 18 years of age or vulnerable adults must comply with the following for their booking:
 - i. Must have a child protection policy in place and must provide a copy of this, it will be kept with the letting/leasing agreement.

The policy must contain:

- a) Confirmation that DBS checks are carried out on all staff and volunteers and that checks are repeated yearly via the update service.
- b) Process for training/informing staff of relevant child protection issues and updates.
- c) Process/procedure for reporting suspicions and disclosures.
- d) Process/procedures for allegations made against a member of staff or volunteers
- e) Confirmation that the Policy is reviewed every year.
- f) Who the named contact for child protection within the club/organisation is.
- g) Be affiliated to a professional body and follow the child protection procedures in line with this. e.g. The football FA
- h) Provide school sight of enhanced DBS certificates for all coaching staff
- i) All coaching staff must have received child protection training and certificates presented to school to prove this.
- j) Agree to a school DSL observing practice, this will be a no notice observation. when submitted and will form part of the agreement.
- k) A safeguards checklist must be completed by the hirer at the time of application. (See appendix 2)**

First Aid

- a) It is the responsibility of the of the hirer to have a suitable and sufficient first aider, with an appointed person (does not need to be qualified) to take control of any situation that may occur.

Alcohol on school premises:-

- a) Permitted up to midnight, for functions associated with and organised by the school or its parent body, and not open to the public.
- b) For other functions:

- i. Not open to the public and not involving a “pay” bar – permitted up to midnight.
 - ii. Not open to the public but involving a “pay” bar – to be referred to the Chairman of the Governors/Chairman of Schools Sub-Committee for approval.
 - iii. Open to the public and involving a “pay” bar – not permitted.
- c) No Sunday functions to be associated with alcoholic drinks.
- d) In all cases notification of the serving of alcoholic drinks should be made in the first instance to the Headteacher.

Smoking/Vaping

- a) The Borough of Telford and Wrekin operate a no smoking/Vaping policy on school sites

Gambling

- a) Gambling is not permitted on the premises.

Insurance

- a) The Hirer shall be responsible for taking out any necessary insurance to cover for making good any damage done to the school premises, furniture, equipment or material, however caused during the period of the hire. The insurance must also cover for any claims for personal injury caused as a direct result of the hiring. A copy of the policy should be supplied to the school before the event if requested by the Headteacher.

Public Entertainment

- a) The organiser shall be responsible for the prevention of overcrowding, such as to endanger public safety and for keeping clear all gangways, passages and exits.
- b) Where the school premises are required for concerts, optical projection, music, film or drama, the organiser must guarantee that:
- i. Permission has been obtained, where necessary from copyright holders for the public performance of plays, music, songs, gramophone records, etc.
 - ii. The requirements of the Licensing Authorities where necessary have been met.
 - iii. Where necessary, licences for performance by children have been obtained in accordance with the provisions of the Children and Young Persons Act 1993.
 - iv. No play shall be performed or film shown which is in any way offensive to public feeling, or detrimental to the public interest.
 - v. In the case of film shows only non-inflammable films are used, and that the organisers provide adequate fire extinguishers.

Portable Electrical Equipment

- a) A safety certificate confirming that the equipment has been tested must be completed.

Excluded Accommodation

- a) The following parts of the school premises shall not be used unless special permission has been obtained:
 - i. Teaching Rooms,
 - ii. Gardens,
 - iii. Kitchens,

Before leaving

- a) School premises shall be left in a clean and tidy condition ready for re-opening at the usual time of the next school session.
- b) Floors shall not be treated in such a way as to render them dangerous for school purposes.

Parking

- a) The parking of motor cycles, cars or lorries etc on school premises will be at the vehicle users/owners risk, and will be responsible for any damage caused by the use of such vehicles on the property, or to any persons.

Caretaker

- a) The caretaker will be responsible for opening rooms for the lettings, and for locking up the school after the letting is over. No payment for the caretaker's services may be made direct to the caretaker by the person(s) using the premises, or by the Secretary.
- b) The erection or dismantling of stages except where required for school functions, is not regarded as within the normal duties of a school caretaker, but when required arrangements should be made between the organisation and Headteacher.

Appendices

Appendix 1 - Hollinswood Primary School & Nursery Lettings Application Form

Appendix 2 - Update guidelines from Telford and Wrekin Council July 2022 re lettings

Appendix 3 - Hirer of School Premises - Statement of Compliance of Safeguarding Arrangements

Hollinswood Primary School & Nursery Lettings Application Form

Definition of a Letting: A letting may be defined as 'any use' of the school premises (*buildings and grounds*) by either a community group (*such as a local music group or football team*), or a commercial organisation (such as a local branch of 'Weight Watchers'). **A letting must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.**

Part 1: (To be completed by all Hirer's)

Name of Applicant:		
Name of Group/Club:		
Additional Contact Name: (In case of Emergency)		
Full Postal Address of Applicant: (External Hirer's only)		
Daytime Telephone Number:	Evening Telephone Number:	Mobile Number:
Email Address:		
Web Address:		

Part 2: (To be completed by all Hirer's)

Purpose of Hire:				
Full Year:	Term Time Only:	One Off Booking:	Other (Please Specify):	
Day of Week:				
Start Date:	End Date:	Start Time:	End Time:	

If you require multiple dates and or times please state on separate sheet.

Part 2: (Continued)

Type of Accommodation: (Please Tick)				
Sports Hall – Farah Site £20 per hour		Playing Field Price on request		
Main Hall – Bushell Site £20 per hour		Playground Price on request		
Dining Hall - Farah £20 per hour		Football Pitch Price on request		
Meeting Room (Price on request)		Charges for supported groups i.e. Guides, Scouts etc are available on request.		
Other (Please Specify)				
Caretaker Required to Open/Close Building			Yes	No
Number of Tables		Number of Chairs		
Please state here any additional requirements, i.e. use of cookers, sinks, etc.				

Part 3: (Please note a copy of the relevant licence will be required on booking)

Licence/Copyright (Please tick) Do you have?		
Music Copyright	YES	NO
Public Performance Licence	YES	NO
Theatre Licence	YES	NO
Name of nominated person who will act as the Licence holder:		
Do you intend to use/bring into the premises any additional electrical equipment that has recently been tested by an approved registered contractor? (Copy of the certificate is required before letting is confirmed)	YES	NO
Will the general public be admitted?	YES	NO
If so, what is the approximate number of people attending?		
Details of admission charge:		
Are you intending to sell alcohol? If so you will be required to meet with the Licence holder before your event.	YES	NO
Working with Children you will need a valid DBS/CRB clearance. See attached additional Safeguarding checklist. (Appendix 2 and Appendix 3)		
Martial Arts Are you registered with Telford & Wrekin Council and hold a valid membership photo ID (A copy of this will be required before the letting is confirmed)	YES	NO
Do you have Public Liability Insurance? Any hirer that uses the school must be properly insured (A copy will be required before the letting is confirmed)	YES	NO

Part 4: (To be completed by all Hirers)

Please Tick

I confirm that I have read and agree to the attached terms and conditions			
I agree to be responsible for the payment of fees charged in respect of this letting			
I agree to pay the cost of making good any damage which has occurred to the school buildings and/or contents or other property of the Local Education Authority during or in consequence of the proposed letting			
Payment Preference	Cash	Cheque	Invoice

Signature of Applicant:

.....
(Must be over 18 years of age)

Print Name:

.....

Date:

.....

Please return the completed application form to:

Donna O'Reilly (School Business Manager)
Hollinswood Primary School & Nursery
Dale Acre Way
Hollinswood
Telford
Shropshire
TF3 2EP

Terms and Conditions for Lettings at Hollinswood Primary School & Nursery Responsibility (Hirers Copy)

1. The person and/or the management committee of the organisation named on the Application Form are the Hirers and are personally responsible for ensuring that these conditions are complied with in all aspects.
2. In the event of the cancellation of a booking by the Hirer/s no monies already paid shall be refunded.
3. A minimum of 24 hours' notice, either by phone or email is required to cancel a booking except in the event of accident, severe weather conditions or sickness. If notice has not been received the hirer/s will be charged in full for each 'no notice - no show' booking.
4. Detailed arrangements for the use of the premises are required including where necessary arrangements for the assembly and dismantling of stages.
5. The erection or dismantling of stages except where required for a school function is not regarded as within the normal duties of a school Caretaking team, but when required arrangements should be made between the organisation and the school. This may incur an additional fee determined by the school.
6. When school premises are let on a regular basis, one calendar month's written notice can be given on either side. Hollinswood Primary School & Nursery reserve the right to terminate immediately any contract which is in breach of any of the Terms and Conditions laid out in this document and any monies already paid will be forfeited.
7. The letting form must show the actual period of the letting, to include time for preparation and clearing away. Preparation and cleaning away time will be included in the cost of the hire. It is essential that entry and departure times are strictly adhered to. Lettings which begin or run over more than 15 minutes in addition to the period will be charged at double the hourly rate. I.e. a booking which over-runs by 15 minutes will be charged a full hour at double the hourly rate.
8. All meetings and/or functions shall close no later than 10.30pm, unless an extension has been agreed beforehand.
9. Before any alcohol can be sold or consumed on school premises authorisation and agreement must be obtained from the School Premises Licence Holder.
10. Users who consistently abuse the start and end times of their lettings will be in breach of this agreement and may have their contract terminated immediately, without refund.
11. When school premises are let on a regular basis, any abuse of privilege on the part of the lessee(s) will lead to immediate cancellation of the letting, and retention of any monies paid.

12. Continuous tenancies will be terminable by written notice of one calendar month on either side.
13. Sub-letting is forbidden.
14. The school does not provide first aid medical facilities for hirers nor does it guarantee access to a telephone system for calling for assistance during lettings. Hirers should make their own Risk Assessment arrangement in this respect.
15. Neither the School nor Telford & Wrekin Council shall be responsible or liable for any damage to or loss of property, articles or objects placed or left on The Premises by the Hirer or any other person and the Hirer hereby indemnifies the School and Telford & Wrekin Council in this respect.
16. The Hirer accepts full responsibility for and indemnifies the School and the Borough of Telford & Wrekin against all costs, charges and claims in respect of injury or death to any person using The Premises except as may be caused by the negligence of the School, the Borough of Telford & Wrekin, or their staff or agents.
17. The School and its agents shall be allowed access to any part of the premises at any time.
18. The Hirer/s must ensure that they or a representative of the hirer/s (authorised in writing by the hirer/s) is present throughout the period of the hire and must ensure that the premises are used only for the sport or activity stated in the Application Form.
19. The Hirer/s under no circumstance is permitted to sub-let the premises or grounds hired.
20. The Hirer/s or other authorised person must remain on the premises until the premises can be secured by a member of the Caretaking Team.
21. The Head is responsible for deciding whether or not the caretaker is required to be on site for the full period of the letting.
22. The Hirer/s must ensure that any licences, copyright and or insurance, including where necessary licences for performances by children (in accordance with the provision of the Children and young Peoples act 1993), that are required for the purpose of hire are obtained from the relevant authority and that the premises are not used for any other purpose other than those permissible in accordance with the licence, copyright and or insurance. **A copy of which will need to be seen by the school.**
23. Where extra cleaning or moving of furniture is necessary with a letting, a separate account will be rendered, this will include PTA functions.
24. It is the Hirer's responsibility to ensure that the hirer carries out an Evacuation Risk Assessment and to prevent overcrowding and to ensure that all persons

using the premises during the period of hire are made aware of the location of fire appliances and emergency exits.

25. The Hirer/s must ensure that the firefighting and detection apparatus on the premises are not interfered with in any way and that at no time during the period of hire is any emergency exit from the premises blocked or obstructed. In the event of a fire it is the hirer's responsibility to ring the Fire Brigade in the first instance and contact the school Caretakers.
26. The Hirer/s must take all reasonable precautions for the prevention of accidents or injury to any persons on the premises during the period of hire. Including the prevention of overcrowding, endangering public safety and must keep all gangways, passages and exits clear.
27. The Hirer/s agrees to compensate the School and Telford & Wrekin Council against any damage caused during the period of hire or as a result of any theft, damage to the building or to any apparatus, chattels or appliances belonging to the school, Telford & Wrekin Council or their staff as a result of any breach to this agreement.
28. **The Hirer/s accepts full responsibility for and indemnifies the School and Telford & Wrekin Council against all costs, charges and claims in respect of injury or death to any person using The Premises except as may be caused by the negligence of the School, Telford & Wrekin Council, or their staff or agents.**

Conditions that apply when using the Sports Hall and Sports Field

1. A one hour booking of the sports hall will be equivalent to 55 minutes on court and 5 minutes change over time.
2. The school does not give any guarantee as to the standard of any pitch or field nor to the maintenance or improvement of this standard during the season. The school will deem whether any pitch or field is fit for use and its decision shall be final.
3. All players must take off their boots or other footwear and remove surplus mud and dirt before re-entering the building after use of external pitches.
4. The wearing of black soled shoes in the sports hall is prohibited.

Parking

1. The parking of any motor vehicle and or bicycle on school premises will be at the vehicle users/owners risk. The owner will be responsible for any damage caused by the use of such vehicles to persons or property on school premises.
2. There is no motor vehicle access or parking permitted on any grassed areas on school premises.

Legal Requirements

The hirer shall comply with the legal requirements concerning the consumption of intoxicating liquor, music, singing and dancing licences, theatre licences and copyright.

1. **Alcohol** on school premises is permitted Sunday to Thursday up to 11pm. Friday and Saturday up to midnight for private functions.
2. **The Licensing Act 2003** requires the supervisor, and all personal license holders - to take responsibility for the sale and supply of alcohol. **Authorisation and agreement to sell or consume alcohol on school premise must be obtained from the Premises Licence Holder prior to the event taking place.**
3. **The supply of alcohol to minors is strictly forbidden.** Knowingly allowing the consumption of alcohol on the premises by a person aged 18 or under can result in a conviction and or fine. The sale of alcohol to children under 18 years of age can result in a conviction and or fine.
4. **Smoking/Vaping** is prohibited in all Telford and Wrekin Buildings.
5. **Gambling** is not permitted on the premises.
6. **Insurance** - The Hirer shall be responsible for taking out any necessary insurance to cover for making good any damage caused during the period of hire or as a result of any theft, damage to the building or to any apparatus, chattels or appliances belonging to the school, Telford & Wrekin Council or their staff.

Termination

Hollinswood Primary School & Nursery reserve the right to terminate immediately any contract which is in breach of any of the Terms and Conditions laid out in this document and any monies already paid will be forfeited by the hirer.

Price Structure

Facility	Hire Rate
Sports Hall – Farah Site £20.00 per hour	
Main Hall – Bushell Site £20.00 per hour	
Dining Hall - Farah £20.00 per hour	
Meeting Room £20.00 per hour	
Playing Field/Playground/Football Pitch Price on request	
Charges for supported groups i.e. Guides, Scouts etc are available on request.	

SCHOOL BOOKINGS

Bookings should be made on the main via a booking form and sent or emailed to Donna O'Reilly, School Business Manager, (donna.o'reilly@taw.org.uk) who is responsible for all Extended School bookings. You can also contact Donna on her direct line (01952 386921).

The School is usually available for hire at the following times:

Term Time

Monday to Friday from 5.30pm to 10.00pm

Saturday from 9.00am to 8.00pm

School Holidays

Monday to Friday from 9.00am to 10.00pm

Saturday from 9.00am to 8.00pm

Certain dates may be set aside for essential maintenance and School functions (such as Parents Consultations) at the discretion of Hollinswood Primary School & Nursery. Notice of these dates will be given to hirers whose bookings are affected.

CONTINUAL/TERMLY BOOKINGS

Organisations wishing to book sessions for a whole term must give details of start and end dates, and any breaks or holidays during the term on the booking form. In instances of a rolling booking, hirers should re-book a half-term in advance to ensure continuation of hire.

INVOICING

Invoices are posted directly to the hirer when payment is due. Should a booking need to be cancelled, provided that at least 5 days' notice is given, no payment will be due. If less than 24 hours' notice is given of cancellation, the school will endeavour to re-let the facility, but it reserves the right to make a charge of up to 50% of hire fee. Should a hirer not turn up for their hire and, if no notice of cancellation has been given, then the full cost of the hire will be payable. Invoices should be paid within 28 days of the date of invoice.

Please note that the School reserves the right to move or postpone a booking, with due notice to the hirer. Further bookings CANNOT be accepted if there are any debts outstanding to Hollinswood Primary School & Nursery.

PUBLIC LIABILITY INSURANCE

The hirer will indemnify Hollinswood Primary School & Nursery against all claims from third parties involving death, injury to persons and/or loss or damage to property and also for loss or damage to Hollinswood Primary School & Nursery premises being used. A copy of the relevant Insurance Certificate is required, which

will then be held on file. Public Liability Insurance cover must be for an amount of at least £5 million.

Hollinswood Primary School & Nursery

Please note that the following basic rules apply:

- NO smoking
- NO nuisance, including excess noise to be created for local residents/site staff
- NO outdoor shoes when using sports facilities (appropriate footwear must be worn)
- NO chewing gum
- NO dogs
- NO alcohol, unless the appropriate approval has been granted by the school
- Please use the litter bins provided

HIRE CHARGES

Hire charges will be reviewed annually. A copy of the School's hire charges can be obtained from the School Business Manager or from the schools website.

GENERAL

Hirers are asked to remember that the School is within a residential area, and hirers should display due consideration for residents. Hirers should ensure that they leave the School site as quietly as possible.

The period booked should include any time needed to prepare and clear up, including setting up and setting down of equipment. All users should vacate the facility promptly on completion of their hire period. All facilities should be left in a clean and tidy condition after use. The school reserves the right to charge for damage caused or additional cleaning required after use.

Hirers should be aware that they bring their own equipment and vehicles onto the School site entirely at their own risk.

PREMATURE TERMINATION OF HIRE PROCEDURE

The school reserves the right to prematurely terminate the hire agreement of any hirer without offering due reason. When a hirer is in breach of the Terms and Conditions or School Lettings Policy, the following procedure will be followed:

- 1) First Offence = Verbal warning
 - 2) Second Offence = Written Warning
 - 3) Third Offence = A meeting will be sought between the hirer and the school. If a satisfactory arrangement cannot be met, the result will be termination of hire
- Where applicable the school will follow this procedure, however if the offence is deemed serious enough the school reserves the right to move immediately to stage 3 and terminate hire.

EMERGENCY PROCEDURES

Please note that the Caretaking Team is only on site whilst the facilities are open, and will assist regarding any concerns or emergencies. However it is a requirement of all hires that an adult takes responsibility for the provision of first aid equipment, and the application of first aid where necessary. All hirers must ensure that they know who is attending their classes/events.

In the event that the fire alarm is sounded, you are required to evacuate the building as quickly as possible and assemble in the middle playground (Half way between the linking pathway). Hirers are responsible for carrying out their own roll-call to ensure all members are present. Please follow the procedures on the Emergency Card to notify the Caretaker of the evacuation/alarm activation.

CRIMINAL RECORDS BUREAU CHECKS

The Criminal Records Bureau (CRB) and the Independent Safeguarding Authority (ISA) have merged to become the Disclosure and Barring Service (DBS). CRB checks are now called DBS checks.

We require anyone who owns, manages or works in a service dealing with children or vulnerable adults to undergo an enhanced CRB/DBS check. This applies to both managers and providers alike. As a manager, you are responsible for arranging CRB/DBS checks for both yourself and your staff. For Further information then please visit the DBS Website to read further guidance at <https://www.gov.uk/disclosure-barring-service-check/overview>

Appendix 2 - Update guidelines from Telford and Wrekin Council July 2022 re lettings

Use of school premises for non-school activities (including children) advisory note.

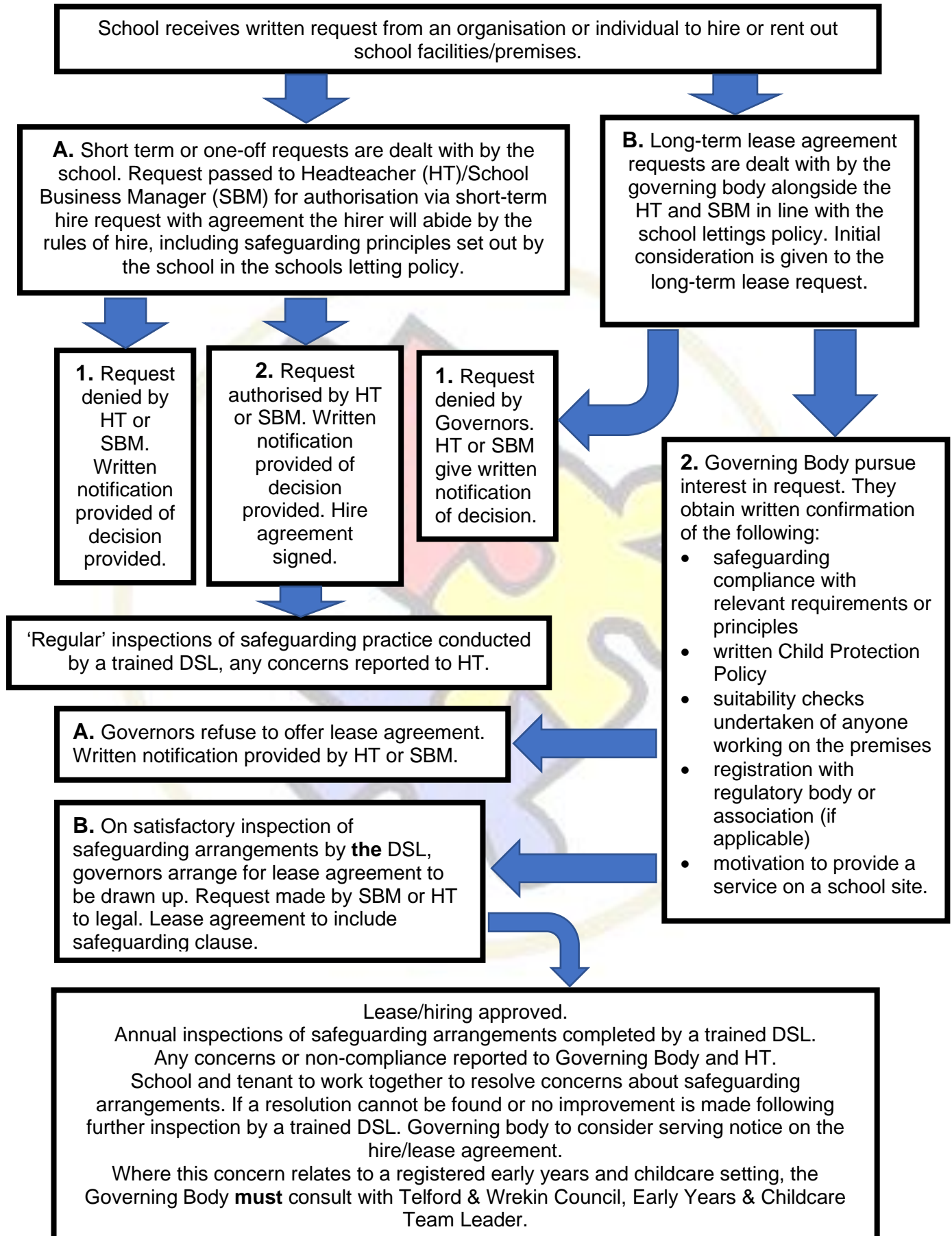
This advisory note has been put together by Telford & Wrekin Council as advice only to schools to help them to fulfil their statutory safeguarding requirements.

Keeping Children Safe in Education, issued by Department for Education, sets out the following requirements:

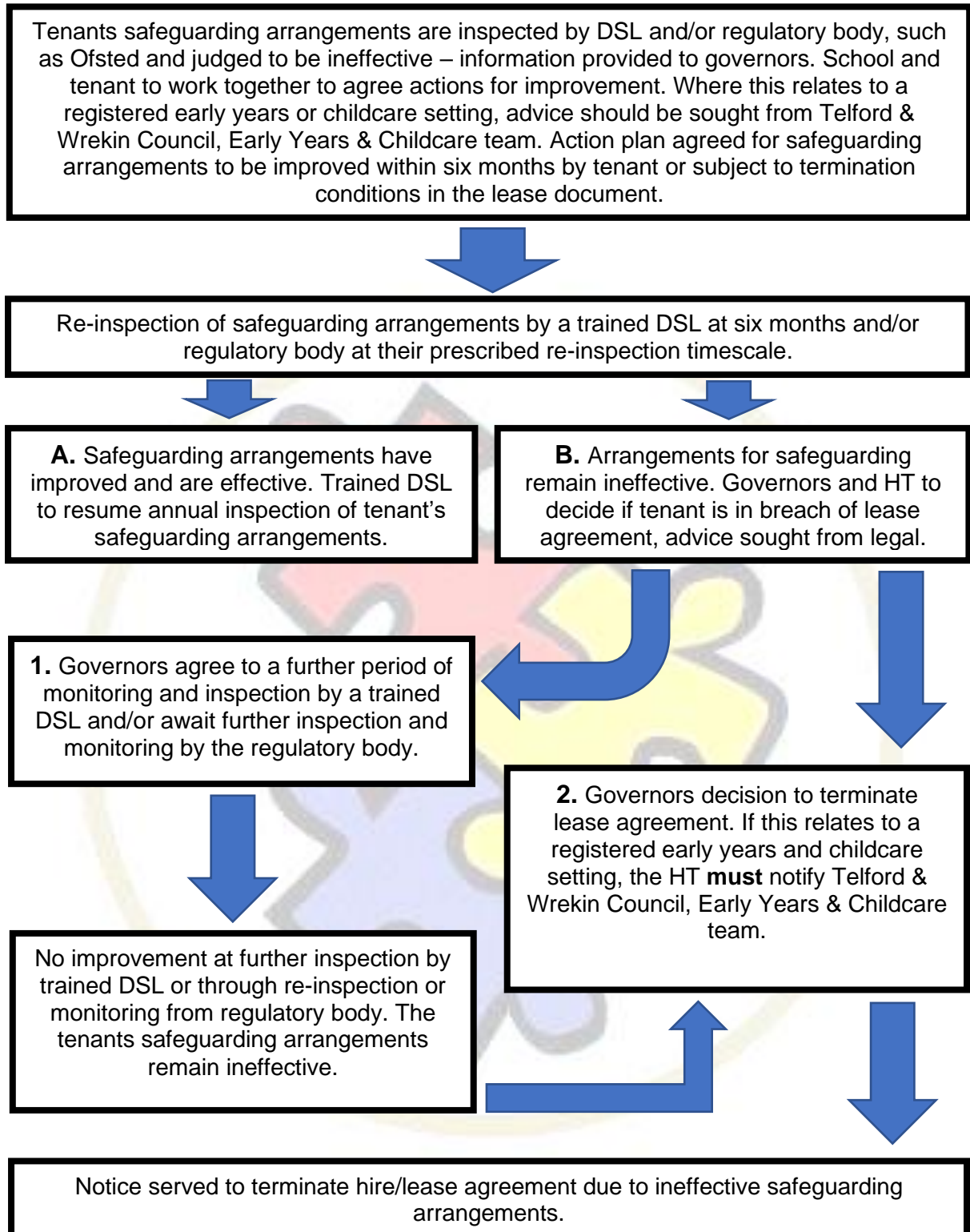
155. Where governing bodies or proprietors hire or rent out school or college facilities/premises to organisations or individuals (for example to community groups, sports associations, and service providers to run community or extra-curricular activities) they should ensure that appropriate arrangements are in place to keep children safe.

156. When services or activities are provided by the governing body or proprietor, under the direct supervision or management of their school or college staff, their arrangements for child protection will apply. However, where services or activities are provided separately by another body this is not necessarily the case. The governing body or proprietor should therefore seek assurance that the body concerned has appropriate safeguarding and child protection policies and procedures in place (including inspecting these as needed); and ensure that there are arrangements in place to liaise with the school or college on these matters where appropriate. The governing body or proprietor should also ensure safeguarding requirements are included in any transfer of control agreement (i.e. lease or hire agreement), as a condition of use and occupation of the premises; and that failure to comply with this would lead to termination of the agreement.

Setting up a lease/hire agreement on school site



Actions to tackle ineffective safeguarding arrangements flowchart



Points for consideration:

- This advice and the requirements of KCSIE only apply where organisations or individuals **hire out school premises where children will be in attendance.**
- A trained DSL does not need to be present on the school premises for non-school activities (including children). **Information needs to be provided to the hirer/tenant on how to notify and/or seek advice from a DSL in relation to a safeguarding concern or incident.**
- For **short-term** or one off hiring out agreements, it is the **school's responsibility to outline the safeguarding principles they expect the organisation or individual to abide by.**
- If less than 12 months it would not have a lease agreement but if a sole use occupation, then a legal document, such as a licence could be drawn up in any case. Legal advice should be sought in this scenario.
- For **short term** hire agreements, a **trained DSL** should use their discretion to conduct **regular audits of the safeguarding arrangements**, for example, once during the period of the hire agreement and no more than once per year, unless concerns arise.
- The requirements of KCSIE mentions both leases and hire agreements and should a lease be a preferred choice then legal advice can be obtained on that point.
- Governors should have an understanding of the school lettings policy and the financial position of the school and the impact of lettings on school finance. The school may have a specific finance committee who deal with such requests; however, it may be prudent for the whole governing body to be aware of the long term lease/hire arrangements to comply with the specific duties to set the school strategic direction and also in overseeing the financial performance of the school.
- The DSL who inspects the safeguarding arrangements of tenants or those who hold hire agreements with the school should familiarise themselves with the safeguarding requirements of the tenant or organisation/individual is required to meet.
- The inspections by a trained DSL should be to seek assurance that safeguarding arrangements are effective. The DSL should provide feedback both to tenant, Headteacher (if applicable) and Governing Body.

- The Governing Body should be proportionate, and evidence based in their decision making to issue or terminate any lease or hiring out agreements. For advice, please email educationsafeguarding@telford.gov.uk
- The school should work with Telford and Wrekin Council for advice on lease and hiring out agreements for registered early years and childcare settings. For advice, please email talkingchildcare@telford.gov.uk
- For all maintained and controlled schools lease agreements must be issued from Telford & Wrekin Council, to request a lease agreement please email caroline.tudor@telford.gov.uk. *Please note the relevant fees will be charged for this issuing of leases.*
- In consideration of formal lease agreement of a hire agreement it is advised, if the rooms are for sole use to the setting, then a lease is the best option. However, if they have use of rooms for only a limited number of hours a day and in common with the school then this should be a hire agreement that the school puts in place because a lease cannot be granted.
- The school should consider whether there needs to be a separate charge for contribution to shared services and if so, what these are. (A percentage of floor area is then calculated, and the charges are issued by the school).
- Before a lease or hire agreement is proposed the school should ensure that they are able to maintain a professional working relationship with those they will enter into any agreement with, including inspections of their safeguarding arrangements. In addition, does the tenant fit and contribute to the school ethos.
- Where notice is to be served this needs to be done by the school's legal representation upon instruction from either from Telford and Wrekin Council Estates or the trust.



Appendix 3 - Hirer of School Premises

Statement of Compliance of Safeguarding Arrangements

Hollinswood Primary School & Nursery is dedicated to ensuring the safeguarding of its pupils at all times. It is a requirement of hire that hirers abide by the schools' requirements in respect of safeguarding. Any failure from the hirer in this respect will result in the hire being terminated. **It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space.**

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 extra-curricular activities), we will ask for confirmation that the hirers have had the appropriate level of DBS check.

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 Kath Osborne **(01952 386932)/kath.osborne@taw.org.uk** (Headteacher and DSL lead) as soon as reasonably practicable.

In Kath Osbornes absence please contact the following:

Emma Morris – emma.morris@taw.org.uk (01952 386932)

Sam Jones – samantha.jones@taw.org.uk (01952 386933)

In order for the school and its Governors to be certain that the appropriate safeguarding procedures are in place for any activities that take place on site that are not run by the school staff, it is necessary that the person(s) using the premises provide evidence of every item in the checklist overleaf. This evidence will be checked by the School Business Manager before any such activity can proceed. Long term lettings will need to provide updated evidence each year at the start of the new academic year upon request from the School Business Manager.

Thank you

School Governing Body

Hollinswood Primary School & Nursery

Hollinswood Primary School & Nursery are collecting your personal data to allow the school to process your hire agreement at your request. Hollinswood Primary School & Nursery will not share any of your personal data collected with external organisations unless required to do so by law or compliance with the legal terms of the agreement.

For further details on the school's privacy arrangements please view the GDPR page on the school's website – [GDPR | Hollinswood Primary School and Nursery](#)

Hirer of School Premises Statement of Compliance of Safeguarding Arrangements



Hirer/Company Details

Question	Response
1. Company Name	<input type="text"/>
2. Company Director/ Manager Name	<input type="text"/>
3. Company Registration Number	<input type="text"/>
4. Company Registered Office Address	<input type="text"/>
5. Purpose of Hire Agreement in Place	<input type="text"/>
6. Details of Hire Agreement (Days/Times)	<input type="text"/>
7. Number of Staff Employed	<input type="text"/>
8. Details of Staff Employed (Please List all Staff - Full Name & DBS Number)	<input type="text"/> <input type="text"/>

Checklist of Main Safeguards to have in place:

<p>1. A child protection policy and a procedure for what to do if there are concerns about a child's welfare.</p> <p>Date of Policy.</p>	Yes	No	Action Needed & When For?
	<input type="checkbox"/>	<input type="checkbox"/>	
<p>2. A certificate proving that at least one member of staff has received the relevant safeguarding training.</p>	Yes	No	Action Needed & When For?
	<input type="checkbox"/>	<input type="checkbox"/>	
<p>3. A rigorous recruitment and selection process for paid staff and volunteers that work with children.</p>	Yes	No	Action Needed & When For?
	<input type="checkbox"/>	<input type="checkbox"/>	
<p>4. You confirm that the following checks have been completed for each of your employees:</p>	Yes	No	Action Needed & When For?
<p>a. An Enhanced DBS.</p>	<input type="checkbox"/>	<input type="checkbox"/>	
<p>b. Identity, verified with 3 proofs/documents of identity.</p>	<input type="checkbox"/>	<input type="checkbox"/>	
<p>c. Children's Barred List.</p>	<input type="checkbox"/>	<input type="checkbox"/>	
<p>d. Mental and physical fitness to carry out work responsibilities.</p>	<input type="checkbox"/>	<input type="checkbox"/>	
<p>e. Prohibition from teaching, where relevant.</p>	<input type="checkbox"/>	<input type="checkbox"/>	
<p>f. Overseas checks, where relevant.</p>	<input type="checkbox"/>	<input type="checkbox"/>	
<p>g. Professional qualifications, where required.</p>	<input type="checkbox"/>	<input type="checkbox"/>	
<p>h. Right to work in the UK.</p>	<input type="checkbox"/>	<input type="checkbox"/>	
<p>i. For individuals employed to work in reception classes, or in wraparound care for children up to the age of 8, are not disqualified from working in these settings under the 2018 Childcare Disqualification Regulations.</p>	<input type="checkbox"/>	<input type="checkbox"/>	

j. Section 128 direction (Required for those in management positions in independent schools, including academies and free schools)	<input type="checkbox"/>	<input type="checkbox"/>	
k. Two references (1 must be a Professional reference from the last employer) have been collected.	<input type="checkbox"/>	<input type="checkbox"/>	
5. A written Code of Behavior for staff which outlines good practice when working with children.	Yes	No	Action Needed & When For?
	<input type="checkbox"/>	<input type="checkbox"/>	
6. A training plan and regular opportunities for all those with contact with children to learn about child protection.	Yes	No	Action Needed & When For?
	<input type="checkbox"/>	<input type="checkbox"/>	
7. A Whistle Blowing Policy – an open and well-publicised way for adults and young people to voice any concerns about abusive or unethical behaviour.	Yes	No	Action Needed & When For?
	<input type="checkbox"/>	<input type="checkbox"/>	
8. An Allegations against Staff Policy.	Yes	No	Action Needed & When For?
	<input type="checkbox"/>	<input type="checkbox"/>	
9. Information for young people and parents/carers about your Child Protection Policy and where to go for help.	Yes	No	Action Needed & When For?
	<input type="checkbox"/>	<input type="checkbox"/>	
10. A certificate proving that at least one adult present has an OFSTED recognised 'Paediatric First Aid' qualification if the letting involves persons under the age of 11 being on site.	Yes	No	Action Needed & When For?
	<input type="checkbox"/>	<input type="checkbox"/>	
11. If you intend to store or administer medication on our premises, your organisation's current, signed Storage and Administration of Medication Policy.	Yes	No	Action Needed & When For?
	<input type="checkbox"/>	<input type="checkbox"/>	
12. A certificate that staff are trained to administer medication.	Yes	No	Action Needed & When For?
	<input type="checkbox"/>	<input type="checkbox"/>	

13. Guidance on internet use, i.e.: Online Safety, Guidance on use of photographs, video and digital equipment and websites, including chat rooms.	Yes	No	Action Needed & When For?
	<input type="checkbox"/>	<input type="checkbox"/>	
14. Policies on bullying and processes for dealing with complaints and taking disciplinary action where necessary.	Yes	No	Action Needed & When For?
	<input type="checkbox"/>	<input type="checkbox"/>	
15. All necessary risk assessments that have been carried out for all on-site activities (it is a requirement that these are completed).	Yes	No	Action Needed & When For?
	<input type="checkbox"/>	<input type="checkbox"/>	

I declare that the Statement of Compliance of Safeguarding Arrangements completed above is a true statement for the company stated on Page 2 of this document.

Print Name	Signature	Position	Date