

Letting of Trust and School Premises Policy

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1. Introduction

- 1.1. Liverpool Diocesan Schools Trust (the Trust) will allow the use of Trust premises by the community as a whole within the boundaries of exercising its duty to protect the pupils, staff, volunteers, visitors and other stakeholders, as well as Trust property and resources.
- 1.2. Any use of school property by an external party must not interfere with the primary activity of providing excellent education to all its pupils.
- 1.3. The purpose of this policy is to: provide clear guidance to school leaders and administrators on the letting and hiring of school premises; and promote the use of school facilities by the wider community where appropriate.

2. Scope

- 2.1. This policy covers all 'letting' and 'hiring' of school buildings, grounds, resources or other assets to third parties regardless of whether a fee is charged. The terms 'letting' or 'hiring' or any derivation of these words are used interchangeably.
- 2.2. Trust premises encompasses any and all school locations and premises which are operated by the Trust, and any wider resources reasonably deemed to be covered under the remit of this policy.
- 2.3. Use of school premises for activities such as staff meetings, parents' meetings, governing body meeting, extra-curricular activities of pupils supervised by Trust staff which fall within the normal and usual operations of the school do not fall within this policy and do not require a letting or hiring agreement.

3. Letting Arrangements

- 3.1. Letting arrangements are anticipated to fall within one of the following two categories: Short-term or one-off agreement; and Long-term Agreements.
- 3.2. Short-term or one-off agreements will be used where an individual or organisation wishes to hire part of the school premises on a single, ad-hoc or short term basis. In such cases a member of school staff will be on site throughout the duration of the letting. No keys or school security codes will be disclosed at any time. Access to school systems including the school or Trust network will not be made.
- 3.3. Long-term agreements will be used where an organisation occupies part of the premises for an extended period. In such cases specific security arrangements will be agreed appropriate to the letting

4. Permitted Use

- 4.1. Trust premises may generally be used for educational, recreational and social purposes within the boundaries of the restrictions cited within this section of the policy.
- 4.2. Premises may not be used for meetings of political parties or organisations, including any related events (e.g. political rallies).

- 4.3. Premises may not be used by any individual or organisation if in the view of the Trust that individual or organisation practices or supports any form of discrimination contrary to the Equalities Act or the values of the Trust.
- 4.4. Premises may not be used by anyone unwilling to comply with the terms and conditions of letting and any such breach of these terms and conditions will result in the letting being immediately cancelled or terminated.
- 4.5. The Trust reserves the right to refuse letting to any individual or organisation for any purpose and the final decision on whether an organisation, individual or activity is permitted will rest with the Trust Executive team.

5. Safeguarding and Security Arrangements

- 5.1. The Trust is committed to ensuring the safeguarding of children that attend any letting on the school premises. The DfE statutory guidance 'Keeping Children Safe in Education' sets out that the responsibility of schools is to establish that the hirer has in place arrangements to safeguard children:

'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.'

- 5.2. It is the responsibility of the hirers to ensure that safeguarding measures are in place throughout the duration of the letting and set out their arrangements to the school. Any failure from the hirer in this respect will result in the letting arrangement being terminated.
- 5.3. The DfE provides non-statutory guidance for organisations or individuals who provide community activities, tuition or after-school clubs for children. These are also known as out-of-school settings (OOSS). This guidance helps providers to run safe settings to ensure the welfare of the children attending them. It covers best practices on:

- safeguarding and child protection
- the suitability of staff and volunteers
- health and safety
- governance

The Trust expects the hirer to demonstrate they are adhering to the government guidance 'After-school clubs, community activities, and tuition Safeguarding guidance for providers'¹. Before any letting involving children takes place the hirer should complete the Letting Safeguarding Checklist (Appendix B) and discuss the arrangements with the school's Designated Safeguarding Lead. To summarise this will include having the following in place:

- A named Designated Safeguarding Lead
- Safeguarding policies and procedures
- First aid training
- Safeguarding training

¹ <https://www.gov.uk/government/publications/keeping-children-safe-in-out-of-school-settings-code-of-practice>

- Enhanced DBS checks
- Accreditation for the activities delivered
- Correct ratio of children to adult

5.4. Where the letting does not involve children, school leaders and the hirer will discuss and agree which requirements still apply for example: public liability insurance, first aid requirements, fire evacuation plan and lockdown procedures.

5.5. In addition, where a letting takes place and the school's own pupils are on site and engaged in separate school activities, the school should put in place its own risk assessment and consider what is required of the hirer. There should be adequate supervision of the school's own students by school staff at all times.

6. Charges

6.1. The Trust does not seek to make a 'profit' from any lettings arrangements.

6.2. Any charges levied will be agreed on a case-by-case basis appropriate to the individual letting arrangement and must ensure that all costs are appropriately covered.

6.3. Charges may include an appropriate apportionment of fixed overhead costs such as insurance as well a variable cost such as energy costs.

6.4. The basic assumption will be that a letting arrangement includes the physical premises and furniture therein (i.e. tables, chairs etc.). If the hirer wishes to use any other equipment (e.g. ICT kit, sports equipment, kitchen equipment etc.) the use of, including wear and tear, should be factored into the charges made.

6.5. For short-term letting arrangements, payment of charges must be made in full in advance of the activity.

6.6. For long-term letting arrangements a payment arrangement may be agreed to spread costs over the life of the arrangement, however, each individual payment must be in advance of the period to which it relates. For instance, a monthly fee may be agreed which should be made no later than the last working day of the preceding month.

6.7. If a hirer is in arrears the Trust will not allow access to premises until the balance is settled.

Appendix A – Baseline Terms and Conditions of Letting

1. The following terms and conditions must be adhered to in the hiring of the school premises. Any breach of these terms will result in cancellation of future hires without refund.
2. "Hirer" means the person or entity identified in the relevant hire request form.
3. The hirer shall pay the full amount as stipulated by our Trust and shall not be entitled to set off any amount owing to our Trust against any liability, whether past or future, of our Trust to the licensee.
4. The hirer shall occupy the part(s) of the premises agreed upon as a non-exclusive licence and no relationship of landlord and tenant is created between the hirer and our Trust by this licence.
5. The hirer shall not sub-licence any of the premises under the licence.
6. The hirer shall not use the premises for any purpose other than that agreed upon in the licence, as set out in the hire request form.
7. Any additional uses of the premises not agreed in writing by our Trust will result in the immediate termination of the licence.
8. Our Trust shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.
9. The hirer shall be responsible for all matters relating to health and safety and shall be responsible for those in attendance during the specified time. This will include implementing protective measures in line with the latest government guidance, or measures deemed necessary by a risk assessment (e.g. increasing ventilation and cleaning – management of respiratory infections).
10. The hirer is the responsible person in connection with accident reporting and administering first aid including the provision of first aid equipment. The hirer is to provide first aid certificates to demonstrate up to date training. Any accidents/incidents must also be reported to the school within 24hrs.
11. The hirer must take out its own public liability insurance with a reputable insurer approved by the school and, where requested by our Trust, shall provide a copy of the relevant insurance certificate to our Trust no less than 10 days before the start date of the licence.
12. The hirer shall not conduct, nor permit or suffer any other person to conduct, any illegal or immoral act on the premises, nor any act that may invalidate any insurance policy taken out by our Trust in relation to the premises.
13. The hirer shall indemnify and keep indemnified our Trust from and against:
 - a. Any damage to the premises or Trust equipment;
 - b. Any claim by any third party against our Trust; and
 - c. All losses, claims, demands, fines, expenses, costs (including legal costs) and liabilities, arising directly or indirectly out of any breach by the hirer of the licence or any act or omission of the hirer or any person allowed by the hirer to enter the premises
14. Save that nothing in the licence shall exclude or limit either party's liability for personal injury or death arising from the negligence of either party or any other

liability that cannot be excluded by law, our Trust shall not be responsible for any losses of a direct or indirect nature, and its maximum liability to the hirer shall not exceed the total fees paid or to be paid to our Trust by the hirer under the licence.

15. Any cancellations by the hirer received with less than five working days' notice will not be refunded.
16. Any cancellations by the school will be refunded.
17. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
18. The hirer will leave the premises in the condition it was found in, leaving the area clean and tidy and not leaving any of their own equipment behind.
19. The hirer will clean the premises after use as is required.
20. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without the prior written agreement from our Trust.
21. If the hirer breaches any of the terms and conditions our Trust reserves the right to terminate the licence and retain any fees already paid to our Trust, without affecting any other right or remedy available to our Trust under the licence or otherwise.
22. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
23. The hirer will acquire all appropriate additional licenses for any activities they are running, including those required for use of any third-party intellectual property.
24. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running. This includes a risk assessment for managing respiratory infections (e.g. COVID-19).
25. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
26. The hirer and the individuals participating are responsible for adhering to the latest government guidelines (for example management of respiratory infections such as COVID-19) at all times.
27. The premises hire policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation letter issued by our Trust shall apply to and are incorporated in the licence.
28. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
29. Our Trust and the hirer irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising from this licence.

Appendix B – Letting Safeguarding Checklist

No.	Safeguarding standard	Y/N	Comments
Safeguarding and child protection			
1.	An effective safeguarding and child protection policy to include procedures for waiting with children until parents/carers pick them up.		Copy must be provided to the school's DSL
2.	Staff behaviour policy (sometimes called a staff code of conduct)		Copy must be provided to the school's DSL
3.	A named designated safeguarding lead (DSL), who has undertaken safeguarding and child protection training (including online)		Name and contact details of hirer's DSL and Lead (mobile and email) provided to school's DSL alongside of details of training undertaken by the hirer's DSL. The DSL's and Headteacher's details shared with hirer.
4.	Staff and volunteers should have training on the specific safeguarding issues (including online) that can put children at risk of harm		Details provided to school's DSL
5.	Clear procedures on what to do if there are concerns about a staff member, volunteer or another adult who may pose a risk of harm to children.		Copy provided to school's DSL
6.	Providers should know the local referral route into children's social care		Discussed with school's DSL
7.	Report any allegations of harm to a child to both your local authority designated officer (LADO) and the police as soon as reasonably practicable		Discussed with school's DSL
8.	Know if the legal duty to refer to the Disclosure and Barring Service applies and ensure referrals are made, when appropriate		Discussed with DSL
9.	Parents and cares are provided with a named individual (such as the DSL or another named member of staff) so they can raise safeguarding concerns (a lone provider, give parents or carers the contact details of your local authority's children's services or the NSPCC helpline number)		Details provided to school's DSL
Suitability of staff and volunteers			

10.	All staff and volunteers have had relevant pre-employment checks, including: <ul style="list-style-type: none"> Enhanced DBS check (enhanced DBS certificate with a children's barred list) Verification of identity Satisfactory References Right to work 		School's DSL to see original DBS certificates of hirer's lead and DSL. Written confirmation provided by hirer for other staff and volunteers.
11.	Undertake performance reviews in place to check the suitability and training requirements of staff and volunteers after their appointment		Discussed with school's DSL
Health and safety			
12.	Undertake risk assessments that consider the suitability and safety of the setting for employees, children and young persons, taking steps to reduce any risks identified		Discussed with school's DSL
13.	A fire safety and evacuation plan and lockdown procedures		Copy provided to school's DSL
14.	Undertake paediatric first aid training where children aged 5 and under are attending the provision		Details provided to school's DSL
15.	Undertake first aid training and have a first aid kit to hand as well as awareness of what to do in an emergency where children aged over 5 are attending		Details provided to school's DSL
16.	A list of more than one emergency contact number for each child		Spot checked by school's DSL
17.	A list of any medical concerns or allergies		Spot checked by school's DSL
Governance			
18.	A clear complaints procedure		Copy provided to school's DSL
19.	An effective whistleblowing policy and a clear staff behaviour policy (code of conduct)		Copy provided to school's DSL
20.	A clear line of accountability for safeguarding which runs throughout your organisation, including at the most senior level		Details provided to school's DSL
21.	The organisation should inform the school (Headteacher and school's DSL) of any: <ul style="list-style-type: none"> safeguarding concerns or incidents that arise referrals to the LADO any incidents that lead to fire evacuation or lockdown 		Discussed with school's DSL
22.	Public liability and indemnity insurance		Copy provided to school's DSL/BSM

