



Wrightington  
**Mossy Lea**  
Primary School



**ST. GEORGE'S**  
Church of England  
Primary School



From tiny acorns, mighty oaks grow

# Lettings (Premises Hire) Policy

Approved by:	Full Governing Board	Date: September 2023
Last reviewed on:	September 2023	
Next review due by:	August 2024	



*"Be determined and confident as God will be with you", inspiring you to "learn, care and share through work, play and prayer". Deuteronomy 31:6*



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## 1. Aims and scope

We aim to:

- Make sure the school's premises and facilities can be used, where appropriate, to support community or commercial organisations
- Allow the hiring of the premises without using the school's delegated budget to subsidise this
- Charge for the use of the premises to cover the costs of hire and, where appropriate, raise additional funds for the school
- Not let any hiring out of the premises interfere with the school's primary purpose of providing education to its pupils
- Hire out facilities in a way that is safe, following government guidelines and the school's risk assessment(s)

## 2. Areas available for hire

### 2.1 Available areas

The school will permit the hire of the following areas:

- Sports hall
- Library
- Classrooms
- Playing fields
- 1 classroom for Nursery/ Pre School (St. George's Only)
- The whole school for holiday club (St. George's Only)

### 2.2 Capacity and charging rates

The maximum capacity and rates for hiring each area are as follows:

AREA	CAPACITY	COST
Sports hall	To be discussed at pre meeting.	£20.00 per hour, plus staffing costs if site manager is required for locking up.
Library	To be discussed at pre meeting.	£20.00 per hour, plus staffing costs if site manager is required for locking up.
Classrooms	To be discussed at pre meeting.	£20.00 per hour, plus staffing costs if site manager is required for locking up.
Playing fields	To be discussed at pre meeting.	£20.00 per hour, plus staffing costs if site manager is required for locking up.

## **3. Charging rates and principles**

### **3.1 Rates**

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

We may decide to impose an additional cleaning fee on top of the hiring rates.

### **3.2 Cancellations**

We reserve the right to cancel any agreed hiring with a minimum of 2 weeks notice, unless this is usurped in the bespoke contract

A full refund will be issued if we do cancel a hire. The school shall not be liable for any indirect or consequential losses, including (without limitation) any loss of profits, loss of business or the loss of any revenue arising out of the cancellation of any hire.

The hirer of the premises can cancel any hire with a minimum of 2 weeks notice, unless this is usurped in the bespoke contract

If less notice than this is given, the licensee shall not be entitled to a refund.

### **3.3 Review**

The revenue raised from hiring out will be reviewed by the Headteacher and Chair of Resources and will be fed into the school's financial reporting, to ensure best value is being achieved.

## **4. Application process**

Those wishing to hire the premises should fill out the hire request form, which you can find in appendix 1 of this policy, and read the terms and conditions of hire set out in section 5.

The hirer should fill out and sign the hire request form and submit it to the school office.

Approval of the request will be determined by the Bursar, and SLT

If the request is approved, we will contact the hirer with details of how to submit payment and make arrangements for the date and time in question. We will also send on details of the emergency evacuation procedures and other relevant health and safety documents. The hirer will also need to provide proof of its public liability insurance.

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

## **5. Terms and conditions of hire**

The following terms and conditions must be adhered to in the hiring of the school premises. Any breach of these terms will result in cancellation of future hires without refund.

1. "Hirer" means the person or entity identified in the relevant hire request form.
2. The hirer shall pay the full amount as stipulated by the school, and shall not be entitled to set off any amount owing to the school against any liability, whether past or future, of the school to the licensee.

3. The hirer shall occupy the part(s) of the premises agreed upon as a non-exclusive licensee and no relationship of landlord and tenant is created between the hirer and the school by this licence.
4. The hirer shall not sub-licence any of the premises under the licence.
5. The hirer shall not use the premises for any purpose other than that agreed upon in the licence, as set out in the hire request form.
6. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the licence.
7. The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.
8. The hirer shall be responsible for all matters relating to health and safety and shall be responsible for those in attendance during the specified time.
9. The hirer must take out its own public liability insurance with a reputable insurer approved by the school and, where requested by the school, shall provide a copy of the relevant insurance certificate no less than [10 days] before the start date of the licence.
10. The hirer shall not conduct, nor permit or suffer any other person to conduct, any illegal or immoral act on the premises, nor any act that may invalidate any insurance policy taken out by the school in relation to the premises.
11. The hirer shall indemnify and keep indemnified the school from and against:
  - a. Any damage to the premises or school equipment;
  - b. Any claim by any third party against the school; and
  - c. All losses, claims, demands, fines, expenses, costs (including legal costs) and liabilities, arising directly or indirectly out of any breach by the hirer of the licence or any act or omission of the hirer or any person allowed by the hirer to enter the premises
12. Save that nothing in the licence shall exclude or limit either party's liability for personal injury or death arising from the negligence of either party or any other liability that cannot be excluded by law, the school shall not be responsible for any losses of a direct or indirect nature, and its maximum liability to the hirer shall not exceed the total fees paid or to be paid to the school by the hirer under the licence.
13. Any cancellations by the school made with at least 14 days notice will be refunded.
14. Any cancellations by the hirer received with less than 14 days notice will not be refunded.
15. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
16. 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.
17. The hirer will clean areas of use upon completion of the letting. Cleaning responsibility will rest with whoever you feel comfortable allocating this to.
18. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior written agreement from the school.

19. If the hirer breaches any of the terms and conditions, the school reserves the right to terminate the licence and retain any fees already paid to the school, without affecting any other right or remedy available to the school under the licence or otherwise.
20. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
21. The hirer will acquire all appropriate additional licences for any activities they are running, including those required for use of any third party intellectual property.
22. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running.
23. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
24. The school's premises hire policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation letter issued by the school shall apply to and are incorporated in the licence.
25. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
26. The school and the hirer irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising from this licence.

## **6. Safeguarding**

The school 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 before the start of the lease.

The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact a member of SLT as soon as reasonably practicable. The hirer understands that if our school receives an allegation relating to an incident where an individual or organisation is using our school premises for running an activity for children, we will follow our usual safeguarding procedures and inform our local authority designated officer (LADO).

## 7. Recruitment and Selection – Agency Checklist and References

“Schools are reminded that Keeping Children Safe in Education (KCSIE) (September 2023) states that *‘schools **must** obtain written notification from any agency, or third-party organisation, that they have carried out the same checks as the school would otherwise perform on any individual who will be working at the school.’*”

To assist in complying with this guidance, we normally use Lancashire Schools HR Team checklist which can be completed and signed by a representative of any Supply Agency used by the School, so that they can be confident that the Agency's systems and procedures for the recruitment and selection of supply staff are in line with the established safer recruitment and selection best practice that is employed within School.

The latest version of this document may be found on the Lancashire Schools Portal at [Appendix Q](#); it is also included at Appendix 3 in this document for reference.

“KCSIE also states that references ought to be sought from a candidate's current employer and should be provided by a senior person with appropriate authority. Schools should therefore ensure that when recruiting staff whose current or last employer was an agency, a reference is sought from a senior person within that agency.

Schools should also ensure that any agency used to provide them with cover staff is seeking appropriate references. ***We have recently been made aware of a number of cases where references have not been obtained before supply workers have been placed at a school, so it is important to check with the Agency that references have been sought and obtained.*** Failure to ensure that appropriate checks have been undertaken by any agency used by the school would leave the school in breach of the statutory guidance provided within KCSIE.”

It is not obligatory to use the checklist, but if it is used, the completed checklist could then be retained with the School's Single Central Record. If the checklist is not used, we will ensure that the information stated above is obtained from any agency used in an acceptable format.

In line with advisement, we will obtain from the Agency an 'umbrella' letter confirming that their staff are appropriately DBS/barred list checked, which will also be retained with the Single Central Record

## 8. Monitoring arrangements

We will review and update this policy when the guidance on which it is based changes, or when this version of the policy otherwise stops being applicable. Any updates to this policy will be shared with the full governing board.

## Appendix 1: Hire request form

Before filling out a request form, please familiarise yourself with our terms and conditions for the hire of our premises and our rates of hire, which you can find in sections 2 and 5 of this policy. If you have any questions, please contact the school

Name of applicant/organisation and company number (where applicable)	
Applicant contact details	Address:  Phone no: Email address:
Preferred method of contact	
Purpose/activity of organisation	
Part of the premises requesting to be hired	
Date and time of first hire	
Is this a recurring request, or one off? If recurring, indicate the frequency and number of occurrences (e.g. weekly, 10 weeks)	
Number of expected participants in the activity	

Additional equipment you will require from the school (please note we may not always be able to provide this, but will inform you where this is/is not possible)	
Additional equipment you will be providing yourself	
Confirmation and details of the safeguarding and child protection arrangements you have in place	

By signing below, I agree to the terms and conditions set out in the school's premises hire policy.

Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

Please return this form via email to the school office at [[bursar@st-georges.lancs.sch.uk](mailto:bursar@st-georges.lancs.sch.uk)]. We will be in touch to inform you if your application is successful, and if so, details of the full cost and documents that will need to be shared.

**Appendix 2:**

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### Appendix 3 : Lancashire Schools HR Team Checklist

This checklist can be completed and signed by a representative of any Supply Agency used by the School, so that we can be confident that the Agency's systems and procedures for the recruitment and selection of supply staff are in line with the established safer recruitment and selection best practice that is employed within our School.

Name of Agency: .....

Name of person completing the form: .....

Role of person completing the form: .....

If the answer to any of the questions below is 'No', please provide further details in the box at the end of this checklist.

1.	Have representatives of the Agency that are involved in the recruitment and selection of Agency workers undertaken appropriate Safer Recruitment & Selection training that covers all sections of Keeping Children Safe in Education (KCSIE), within the last 5 years?	Yes	No
2.	Is the content of the training referred to in 1. above cascaded to all staff within the Agency that are involved in the recruitment and selection of Agency workers?	Yes	No
3.	Is every recruitment and selection process conducted in accordance with KCSIE?	Yes	No
4.	Does recruitment documentation (including, where used, advert, person specification and job description) make reference to the individual's responsibility for safeguarding and protecting the welfare of children and young people?	Yes	No
5.	Are candidates made aware of the duties of all roles (either through a job description or similar document)?	Yes	No
6.	Where used, does the person specification include 'Commitment to safeguarding' as an Essential Criteria?	Yes	No
7.	Do all publicity materials used to attract candidates (e.g. adverts, internet content etc.) include reference to the fact that the individual will be required to undergo an enhanced DBS check?	Yes	No
8.	Are application forms used (or an online system which may be supplemented by a CV, which requests the information in the same format), rather than the Agency accepting a CV, which require all candidates to submit standard information about their personal details, qualifications, full employment history since leaving school, referee details and a statement of the personal qualities and experience that the applicant believes are relevant to their suitability for the roles applied for?	Yes	No
9.	Does the form/application system make it clear that candidates need to provide full details of their employment history, accounting for any gaps in that employment history?	Yes	No

10.	If there are gaps in employment history, is the reason for this queried with the candidate and a written note made of the response/is the form returned to the candidate for full completion?	Yes	No
11.	Are candidates required to provide the reason for leaving previous positions?	Yes	No
12.	Are candidates required to provide details of and original certificates of any relevant qualifications, in advance of being accepted with the Agency, from which copies are then made and retained by the Agency?	Yes	No
13.	If accepted, are CVs only used to supplement the information contained within the application form/online system (and not accepted instead of an application form)?	Yes	No
14.	Does the application form contain a signed declaration to confirm that the information presented is true and warns the candidate about the consequences of providing false information?	Yes	No
15.	Where there is an electronic signature, is the candidate asked to physically sign a hard copy of their application form at point of interview (in line with KCSIE)?	Yes	No
16.	When the completed application form is received, are concerns or issues noted that need to be raised with the candidate/ previous employer prior to/during interview such as frequent changes in employment, anomalies/ inconsistencies, moves from permanent to temporary employment etc?	Yes	No
17.	Are professional references sought from the Head of the establishment (even where an alternative name has been provided) and checked prior to the interview process?	Yes	No
18.	Are personal/character references only sought where it is not possible to obtain employer references or where the Agency wishes to seek additional references as a result of the employee having a gap in employment history?	Yes	No
19.	If a candidate expresses a wish for you not to contact a referee, do you still contact that referee if you feel it is relevant e.g. if they were the last employer or the last employer with which the candidate worked with children?	Yes	No
20.	Are checks made to ensure that the candidate has named the most recent employer as a referee and the employer with whom the applicant most recently worked with children and/or young people?	Yes	No
21.	Are queries/concerns on references raised with the referee and/or applicant prior to/during interview?	Yes	No
22.	On references, are past employers asked to provide details of any past substantiated allegations?	Yes	No
23.	On references, are past employers asked to confirm that in their view the candidate is suitable to work with children and there are no safeguarding concerns.	Yes	No
24.	Is there a policy in place that prevents the acceptance of standard references that are marked 'to whom it may concern' (i.e. those references provided directly by the candidate that are not specifically addressed to and sought by the Agency)?	Yes	No
25.	Are online checks carried out on candidates, prior to them being accepted by the Agency, to help identify any incidents or issues that	Yes	No

	have happened, and are publicly available online, which the school might wish to be aware of?		
26.	In relation to the above question, if information is discovered as a result of an online check, is that information shared with the school in order that they can determine whether that individual is suitable for placement in their school?	Yes	No
27.	Is only a conditional offer of employment made prior to the relevant checks being undertaken (including DBS checks, references, identity, teacher prohibition, eligibility to work in the UK etc.)?	Yes	No
28.	When the candidate's identity documentation is checked, does this always include the appropriate photographic identification and the full birth certificate?	Yes	No
29.	In relation to the above question, are clear copies taken from original documents by Agency staff and retained on the personal file?	Yes	No
30.	In relation to the candidate's Right to Work in the UK, are full details provided to candidates in relation to the range of documentation that might confirm such a right?	Yes	No
31.	In relation to the above question, are original copies seen by a member of Agency staff (rather than copies) and a copy taken, in line with Home Office requirements?	Yes	No
32.	In relation to the above two questions, are clear copies of such evidence retained by the Agency in line with Home Office requirements?	Yes	No
33.	Are DBS checks always carried out prior to placement, unless there is a specific written request from the School that there will be no unsupervised access to children and young people until the DBS clearance is received?	Yes	No
34.	In the circumstances outlined above, is the School notified in writing of the fact that the DBS check has not been carried out prior to placement?	Yes	No
35.	In the circumstances outlined in the above two questions, does the Agency ensure, where the applicant might be working in regulated activity, that a barred list check has been undertaken prior to placing the individual in a school?	Yes	No
36.	If any information is received as a result of a DBS check or reference, is that information shared immediately with the school so that they can make a decision regarding that person's suitability to be employed in their school?	Yes	No
37.	Is it made clear to all Agency workers that they need to show their original DBS certificate upon arrival at their placement school	Yes	No
38.	Are candidates required to complete a self-declaration of their criminal record or other information that would make them unsuitable to work with children such as whether they have a criminal record, whether they are included on the barred list, whether they are prohibited from teaching, whether they are known to the police or children's social care, or whether they have been disqualified from providing childcare.	Yes	No
39.	Is it made clear to the candidate whether the post being applied for is exempt from the Rehabilitation of Offenders Act 1974 and the amendments to the Exceptions Order 1975, 2013 and 2020, which	Yes	No

	means that when applying for certain jobs certain spent convictions and cautions are 'protected,' so they do not need to be disclosed to employers?		
40.	Are safeguarding concerns for employees/past employees shared with future employers in references that are provided by the Agency?	Yes	No
41.	Are face-to-face interviews carried out on all candidates and always by somebody that has undertaken appropriate Safer Recruitment training within the last 5 years?	Yes	No
42.	At interview, are questions posed that assess a candidate's suitability to work with children and young people?	Yes	No
43.	At interview, are gaps in employment/vagueness on the application form/frequent changes in employment explored?	Yes	No
44.	At interview, are hypothetical questions about the candidate's past experience avoided?	Yes	No
45.	If a candidate has lived or worked outside the UK are further checks always made in relation to that time so that relevant events that occurred outside the UK can be considered?	Yes	No
46.	In relation to the above question, are such checks undertaken regardless of how long ago the candidate lived or worked outside the UK?	Yes	No
47.	In relation to the above two questions, if the Agency restricts their checks to a certain number of years, is the school advised that they have only gone back that far, in order that the school can consider the suitability of the candidate for placement within school?	Yes	No
48.	In relation to the checks undertaken regarding time living or working outside the UK, if any issues/events are declared as a result of these checks, are these shared with the school prior to placement in order that the school can determine the candidate's suitability for placement in the school?	Yes	No
49.	In the event that no information is available in relation to the candidate's time spent living or working outside the UK, does the Agency seek alternative methods of checking suitability or undertake a risk assessment that supports informed decision making on whether to proceed with registering the individual with the Agency?		
50.	In relation to DBS, do Agency staff involved in the recruitment of Agency workers have a clear understanding of the definitions of Regulated Activity and how these are applied when determining the level of DBS check to be undertaken?	Yes	No
51.	Are the appropriate checks undertaken in relation to the Childcare (Disqualification) Regulations 2009 for any member of staff that is likely to be assigned to work as a member of staff in a "relevant setting?"	Yes	No
52.	Are all Agency staff that might undertake such checks clear on what is meant by a "relevant setting?"	Yes	No
53.	Are all candidates provided with links to the statutory guidance so that it is clear what constitutes a relevant offence and they are clear about the declaration they are making?	Yes	No
54.	Where it is clear that a candidate will not work in a relevant setting, and therefore the check does not apply, are they given the option of	Yes	No

	not making a declaration regarding the Childcare (Disqualification) Regulations 2009		
55.	With regard to medical clearance, is information provided by candidates forwarded directly to an Occupational Health provider so that they can confirm the candidate's medical fitness for employment?	Yes	No
56.	Are clear records kept and retained throughout/following the recruitment process?	Yes	No
57.	Is a confirmation of booking and of the candidate's identity passed to the School for each assignment?	Yes	No
58.	Does the Agency provide child protection and/or safeguarding training to all newly appointed supply staff?	Yes	No
59.	Does the Agency ensure that all supply staff have read and understood Part 1 of the latest version of Keeping Children Safe in Education, prior to placement?	Yes	No
60.	Does the Agency contact the School after the first day of assignment to follow up the appointment and ascertain whether there are any concerns about the individual?	Yes	No
61.	If the Agency worker has a break of more than 3 months, are they required to undergo a new DBS check and re-register with the Agency?	Yes	No
62.	Does the Agency support Keeping Children Safe in Education by providing references for employees that have worked for the Agency in a timely manner, when requested by a prospective new employer?	Yes	No
Please provide further details in relation to any question to which you answered 'No', including the question number that your comment refers to.			

I confirm that the answers provided above are correct to the best of my knowledge.

Signed:.....

Date:.....

Once completed, the checklist can be retained with the 'umbrella' letter that the Agency has provided to confirm that their staff are appropriately DBS checked. Both documents can then be stored with the School's Single Central Record.