Ladygrove Primary School and Nursery

Letting Policy

Written July 2025

Due for review July 2026

Lettings Policy

Aim

To maximise the use of the School premises and encourage active participation of a wide range of community groups.

General Statement

The School recognise that:

- the school buildings and grounds represent a significant capital investment and should be fully utilised;
- are a valuable community resource;
- educational usage constitutes a natural priority;
- profit margins would be welcome when derived from private or commercial usage but are not the objective when facilitating educational activities;

Guidelines

1) All lettings will be at the discretion of the Head/ School Business Manager (SBM) and the lead DSL, who may refuse lettings if they consider it in the interests of the school or if the letting organizer fails to comply with the safeguarding arrangements for lettings.
2) All hirers must comply with the terms and conditions for hire set out on the application form.
3) All hirers must be over 18 years of age.
4) The School's delegated budget will not be used to subsidise any lettings by community or commercial organisations. All income must be paid into the official school budget to offset costs incurred by the delegated budget.
5) The School recognizes the importance of safeguarding checks when hiring the premises, organisations must be aware that they will need to comply with the schools safeguarding checks and comply with the Requirements in Keeping Children Safe in Education (updated annually by the DfE) and also agree to spot checks on practice by a designated safeguarding lead.
6) Understand that should the need arise, that referrals may need to be made to the Local Authority Designated Officer (LADO).
7) In the event of a dispute the matter will be referred to the Governors.
8) All formal hiring of the school premises, including any for which there is no charge made, shall be properly documented including public liability. All hirers must complete a letting agreement and are to receive a copy of the conditions of hire. The letting agreement is a contract which the School may enforce law.
9) The School will not normally insist upon a continuous caretaking presence. However, the Headteacher has a delegated power to insist upon caretaking presence where in his/her view the nature of the hiring may leave the school vulnerable to theft or damage.
10) All lettings are to be non-exclusive and the school may enter or remain on the part of the premises that is subject to the letting at any time.
11) Playing Fields / Sports Pitches:
    The hiring body or club must accept responsibility for the safety of all people using the playing fields / sports pitches and associated facilities. The school will not accept any liability if the adventure playground is used.
11) Expression of extremist views using our school grounds will not be tolerated.
    We will not make our site available to inappropriate organisations.

Child Protection

All organisations that involve children under the age of 18 years of age or vulnerable adults must comply with the following for their booking:

1. 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:

i. Confirmation that DBS checks are carried out on all staff and volunteers and that checks are repeated yearly via the update service.
ii. Process for training/informing staff of relevant child protection issues and updates.
iii. Process/procedure for reporting suspicions and disclosures.
iv. Process/procedures for allegations made against a member of staff or volunteers
v. Confirmation that the Policy is reviewed every year.
vi. Who the named contact for child protection within the club/organisation is.

2. Be affiliated to a professional body and follow the child protection procedures in line with this. e.g. The football FA
3. Provide the school confirmation that enhanced DBS certificates are in place for all staff / volunteers. The school needs to see these prior to letting the premises.
4. Provide the school with confirmation that staff / volunteers must have received child protection training. The school needs to see copies of certificates for this prior to letting the premises.
5. Agree to a school DSL observing practice, this will be a no notice observation. when submitted and will form part of the agreement.

A safeguards checklist must be completed by the hirer at the time of application.

If there is a safeguarding issue (including but not exhaustive of; an allegation against a staff member / coach/ manager/ committee member, conduct issue of a parent, coach or a child), the school DSL 'on weekend rota' must be contacted via the contact details provided if the incident has happened on a weekend and the main school number, if the incident has come to light during the school day. The named DSL will deal with the Safeguarding issue in conjunction with the headteacher and associated guidance, making a LADO referral if necessary.

First Aid

It is the responsibility 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.

Charges

- Charges are set and reviewed by the Governor's Finance committee each Summer Term. Charges as of present £30.00 per hour, if booking for a long period, the charge will be looked at by the Headteacher and School Business Manager.
- The Headteacher is empowered to use their discretion to adjust the charge for individual lettings where the letting involves a substantial number of School Students, is in line with the school mission statement or is likely to be of substantial benefit to the local community.
- All lettings must be paid in full in advance.
- The school reserves the right to require a deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition necessitating their incurring extra cost for cleaning, caretaking or other expenses.
- V.A.T will be applied where appropriate.

Cancellations

Cancellation charges may apply, subject to the discretion of the school.

Ladygrove Primary School

Old Office Road
Dawley, Telford TF4 2LF

Safeguards Checklist for Individuals of External Groups and Organisations (non sporting) for people over 18

Club/Group Name: …….

Address: ……..

…….

Activity Provision: ……..… Days/Times:……..……...

Specialist(s) delivering activity (name & contact details): ……..……..…….

…….

Welfare Officer/Safeguarding Contact: ...……...

Telephone: …… Email: .....……..…..

Group's National Governing Body (where appropriate) ……..……..

Clubs/organisations are requested to provide proof of the following.

Essential Key assessment Criteria	**Checked by member of School Staff**
a) Are sessions led by a specialist with the relevant subject qualification(s) or experience to lead adults activities?	
b) Does the club, organisation, or specialist have appropriate insurance, with minimum requirements of public liability cover?	
c) Have all specialists who will work with vulnerable adults undergone a recent enhanced DBS check? The hirers must be able to provide documentary evidence on request.	
d) Does the organisation or individual comply with good	

practice guidelines when working with adults, or have in place a safeguarding policy?	
e) Does the organisation or specialist operate an equal access policy?	
DESIRABLE but not essential Key Assessment Criteria	**Checked by**
f) Is the club, organisation or specialist affiliated to an appropriate governing body, where appropriate?	
g) Has the organisation or specialist achieved a recognised quality assurance award such as a charter mark or similar endorsement?	

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Safeguards Checklist for Children clubs, (including PE and Sports & Leisure External Groups and Organisations)

Sports Club/Group Name: ....…….

Address: ……..

…….

Activity Provision: ……..… Days/Times:……..……...

Coach/instructor(s) delivering activity (name & contact details): ....…..……..……

…….

Welfare Officer/ Club Contact: ....……...

Telephone: ……. Email: ....……..…..

Clubs/organisations are requested to provide proof of the following.

Essential Key assessment Criteria	**Checked by member of School Staff**
a) Has a copy of the club's Child Protection and Safeguarding policy been attached to the letting form and checked by a DSL?	
b) Does the child protection policy note the following: i. Confirmation that DBS checks are carried out on all staff and volunteers	
ii. Process for training/informing staff of relevant child protection issues and updates.	
iii. Process/procedure for reporting suspicions and disclosures.	
iv. Process/procedures for allegations made against a member of staff or volunteers	
v. Confirmation that the Policy is reviewed every year.	
vi. Who the named contact for child protection within the club/organisation is.	
c) Does everyone involved in the running of the club (e.g. coaches) hold a current enhanced DSB. Has the original of	

the DBS been checked by the school Business Manager/ DSL?	
d) Is the club, organisation, coach or leader affiliated to an appropriate sports or leisure governing body? **Please note all clubs wishing to practice Martial Arts must have a Wrekin Martial Arts Advisory Groups (WMAAG) affiliation card	
e) Has everyone involved with the running of the club received appropriate Child Protection and Safeguarding training? Have certificates been seen by the School Business Manager/ A Designated Safeguarding Lead.	
f) Are sessions led by a coach/instructor that has the relevant sports or leadership qualification(s) and level of qualifications to lead children's activities?	
g) Does the club, organisation, coach or leader have appropriate insurance, with minimum requirements of public liability cover?	
f) Does the club, organisation, coach or leader operate an equal access policy? i.e. Opportunities are available to all young people.	
h) The club organiser has been made aware that a school Designated Safeguarding Lead will observe a session and may observe subsequent sessions if Safeguarding concerns are raised. The club organiser must make the school aware of any changes to their sessions.	
i)If there are any changes to the coaches who are delivering sessions, school must be informed so that the necessary documentation can be reviewed by the School Business Manager/ Designated Safeguarding Lead	
j) Club confirmation that the all relevant checks have been completed in line with KCSIE lettings requirements	
DESIRABLE but not essential Key Assessment Criteria	**Checked by**
g) Has the club or organisation achieved a recognised quality assurance award such as a Sport England 'Clubmark' or a relevant Sports Governing Body 'Charter Standard'?	

Appendix 1 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 2024, issued by the 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

School receives written request from an organisation or individual to hire or rent out school facilities/premises.

A. Short term or one-off requests are dealt with by the school. Request passed to Headteacher (HT)/School Business Manager (SBM) for authorisation via short-term hire request with agreement the hirer will abide by the rules of hire, including safeguarding principles set out by the school in the schools letting policy.

B. Long-term lease agreement requests are dealt with by the governing body alongside the HT and SBM in line with the school lettings policy. Initial consideration is given to the long-term lease request.

1. Request denied by HT or SBM. Written notification provided of decision provided.

2. Request authorised by HT or SBM. Written notification provided of decision provided. Hire agreement signed.

1. Request denied by Governors. HT or SBM give written notification of decision.

2. Governing Body pursue interest in request. They obtain written confirmation of the following:

- safeguarding compliance with relevant requirements or principles
- written Child Protection Policy
- suitability checks undertaken of anyone working on the premises
- registration with regulatory body or association (if applicable)
- motivation to provide a service on a school site.

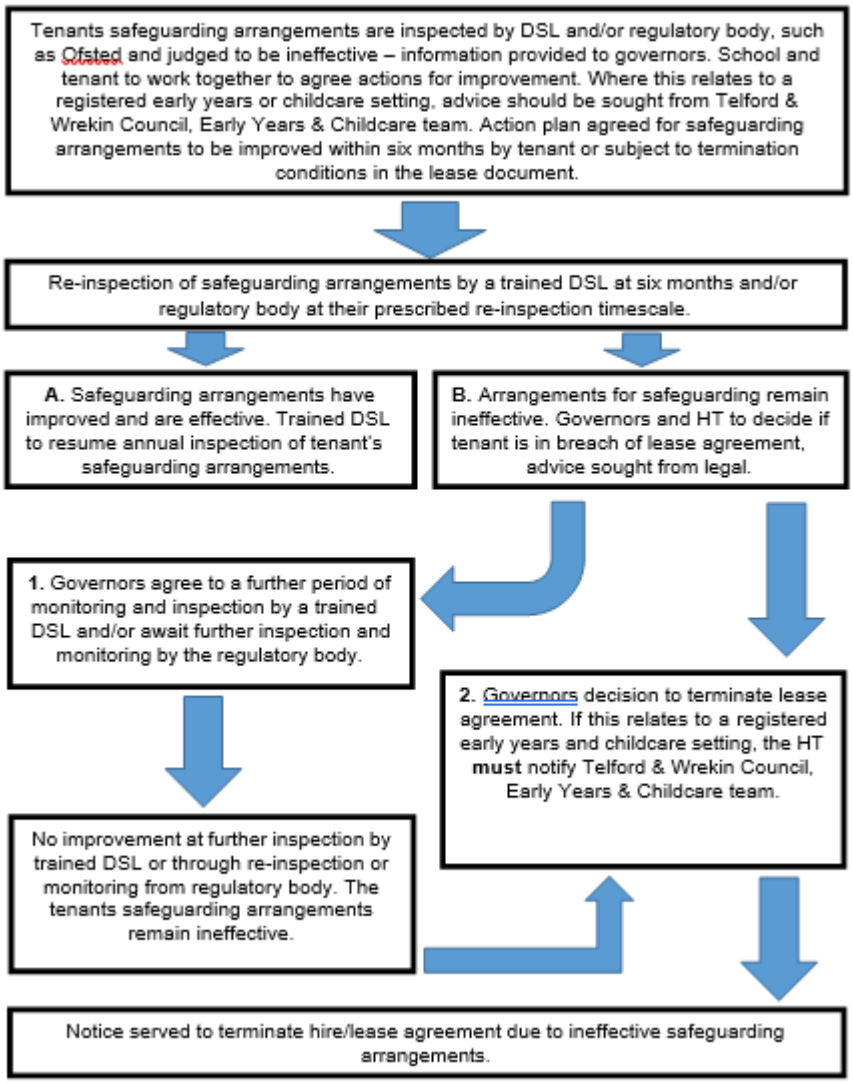
'Regular' inspections of safeguarding practice conducted by a trained DSL, any concerns reported to HT.

A. Governors refuse to offer lease agreement. Written notification provided by HT or SBM.

B. On satisfactory inspection of safeguarding arrangements by **the** DSL, governors arrange for lease agreement to be drawn up. Request made by SBM or HT to legal. Lease agreement to include safeguarding clause.

Lease/hiring approved.
Annual inspections of safeguarding arrangements completed by a trained DSL.
Any concerns or non-compliance reported to Governing Body and HT. School and tenant to work together to resolve concerns about safeguarding arrangements. If a resolution cannot be found or no improvement is made following further inspection by a trained DSL. Governing body to consider serving notice on the hire/lease agreement.
Where this concern relates to a registered early years and childcare setting, the Governing Body **must** consult with Telford & Wrekin Council, Early Years & Childcare Team Leader.

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 occupation, then a legal document, such as a license 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 mention 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 the 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 the formal lease agreement of a hire agreement it is advised that if the rooms are for sole use to the setting, then a lease is the best option. However, if they have the 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.

Policy- Document Status			
Date of Policy Creation	**June 2019 – reviewed every year**	**Named Responsibility**	Selina Mahy
Date of review completion	**July 2025**	**Named Responsibility**	Pupils, Staff, Parents and Governors
Inception of new Policy	**July 2025**	**Named Responsibility**	Joanne Weichlbauer Kirsty Stewart FGB
Date of Policy Adoption by Governing Body		**July 2025**	