



Policy: Lettings

Date: September 2024

Our Vision
Confident Futures

Our Mission
Inspiring and enabling each other,
through our Christian values,
to flourish
and be outstanding in everything we do

Our Core Values
Kindness
Respect
Resilience

The Designated Safeguarding Lead (DSL) is
Joanne Ghosh – Head Teacher

The Deputy Designated Safeguarding Leads (D-DSLs) are
Gemma Osafo – Deputy Head Teacher
Louisa Ball – SENCo
Janet Sharp – KS2 Phase Leader

Online Safety Lead (OSL)
Janet Sharp – KS2 Phase Leader

Governor with Responsibility for Online Safety
Rob Wilson

Designated Member of Staff for Looked After Children
Louisa Ball - SENCo

Governors with Responsibility for Safeguarding
Alex Millbrook

Safeguarding Statement

The Governors and staff of All Saints' Church of England Primary School fully recognise the responsibilities and duty placed upon them to have arrangements to safeguard and promote the welfare of all pupils at the school. We recognise that all staff, including volunteers, have a full and active part to play in protecting pupils from harm.

Safeguarding and promoting the welfare of children is defined as:

- Protecting children from maltreatment
- Preventing impairment of children's mental and physical health or development
- Ensuring that children grow up in circumstances consistent with the provision of safe and effective care
- Taking action to enable all children to have the best outcomes

We believe that our school should provide a caring, positive, safe and stimulating environment in which pupils can learn and which promotes the social, physical and emotional wellbeing of each individual pupil, and which takes a child-centred approach.

The school recognises its responsibilities and duties to report Child Protection concerns to the social work service within Children's Services and to assist Children's Services in Child Protection enquiries and in supporting Children in Need.

This policy is in line with the London Child Protection Procedures 2017 (7th edition updated 25th September 2024), Working Together to Safeguard Children 2023, local guidance from the Wandsworth Safeguarding Children Partnership and Keeping Children Safe in Education 2024.

Sometimes we may need to share information and work in partnership with other agencies when there are concerns about a child's welfare. We will ensure that our concerns about our pupils are discussed with his/her parents/carers first unless we have reason to believe that such a move would be contrary to the child's welfare.

Part of our legal duty to safeguard children may also include the need to consult with and take advice from other agencies such as the Police or social services should the need arise.

TERMS AND CONDITIONS

(1) Recitals

The School and the Board of Governors recognise that the School Premises are a valuable community asset and as such it is in the School's and the local community's interests that the School Hall (and, (if the Board of Governors considers it desirable) other areas of the School Premises) is made available for hire by Children's Groups on the basis set out below.

(2) Definitions

"the **Board of Governors**" means the governing body from time to time of the School;

"**Children's Group**" means any community based group for children aged up to and including 11 years of age but shall not include children's parties;

"the **Head Teacher**" means the head teacher from time to time of the School;

"the **Hire Agreement**" means the letter to be entered into between the Board of Governors (1) and the Children's Group (2) prior to the commencement of the use of the School Premises by the Children's Group in the form attached to these Terms and Conditions;

"the **hire period**" means the period of the letting set out in the Hire Agreement;

"the **School**" means All Saints' C. of E. Primary School, Putney;

"the **School Room**" means the main hall, any classroom or playground forming part of the School Premises;

"the **School Premises**" means the land and buildings known as All Saints' C. of E. Primary School but not including the Scout Hut;

"the **Scout Hut**" means Carruthers Hall, Putney Common;

"the **Terms and Conditions**" means this document

(3) The Terms and Conditions of Hire

Any letting of the School Hall (and/or other areas of the School Premises) shall comply with the following:

1. The School Room is available for bookings on Monday-Thursday (inclusive) on an hourly slots basis, depending on availability and at the absolute discretion of the Head Teacher. There will be no bookings on Fridays in any circumstances.
2. School use will take priority over other groups. The School will use reasonable endeavours to give as much notice as possible to any Children's Group affected.
3. No ball games or climbing on gym equipment is permitted anywhere on the School Premises.
4. The School Hall is to be left in a clean and tidy condition, ready for use by the School or the next Children's Group.

5. The charge for each hire period will be agreed in advance by the Governing Body on a case by case basis and reviewed annually.
6. The cost of hiring the School Hall shall be in the region of £40 per hour and may be changed termly. The Head Teacher shall have absolute discretion to vary/waive this as appropriate. The charge for hiring other areas of the School shall be determined by the Head Teacher in her absolute discretion. The dates and hours of use are to be set out in the Hire Agreement.
7. The charges are subject to review at any time by the School and shall be paid termly/half termly as required by the School from time to time and may be subject to interest on unpaid invoices.
8. There is no right to sublet or share or part with occupation of the School Premises. The Children's Group is not permitted into any other part of the School other than those specified in the Hire Agreement.
9. Activities are limited to those agreed and there are to be no dangerous or risky activities or any activities which may invalidate any insurance relating to the School or the Children's Group;
10. It is a material condition of these Terms and Conditions that the named individual referred to herein at clause 11 is in attendance throughout every session. The named individual must be familiar with the security and fire procedures of the School. Security codes are confidential and must not be discussed with any third party, and the keys must not be released to any third party.
11.
 - a. The Children's Group must be properly supervised at all times;
 - b. The name of an individual satisfactory to the School must be provided to the School at the time of entering into the Hire Agreement such person to be responsible for ensuring these Terms and Conditions are fully complied with at all times. The appointment of such person is subject to satisfactory evidence being provided to the School relating to an effective child protection policy being in operation during the hire period which shall be consistent with current best practice during the hire period.
12. While on School Premises the Children's Group shall comply with and observe and follow all instructions of any representative of the School who may be on the School Premises from time to time.
13. The Children's Group should leave the School quietly, giving consideration to the School's neighbours at all times.
14. All Hire Agreements will be reviewed at the end of each school academic year, or earlier at the School's discretion and may be terminated by the School in its sole discretion at any time during the hire period or at the end of the hire period. There is no automatic right to renew any Hire Agreement from one academic year to the next. Where possible, the School will use reasonable endeavours to give a term's notice to terminate any Hire Agreement.

15. The School will require a full copy of the Children's Group's safeguarding policy and letter of assurance which must cover the following checks for all staff and information:
- An identity check
 - A barred list check
 - An enhanced DBS check
 - A check to establish the person's right to work in the UK
 - An overseas criminal record check (if required)
 - Health Check carried out / Fitness for Work
 - References to cover the last 5 years have been obtained
 - Safeguarding training
16. The School will require a full copy of the Children's Group's insurance policy, which must:-
- a. cover the School in the event of any damage caused by the Children's Group or any liability (direct or indirect) that the School suffers as a result of the Children's Group's activities;
 - b. cover the Children's Group in the event of any injury suffered by any member of the Children's Group or any third party connected with the Children's Group, whilst on School Premises.
- 17.
- a. If any of the obligations in these Terms and Conditions is not complied with or any damage is found to have been caused (howsoever arising), a written warning notice will be given to the individual named at clause 11 above that if the damage is not made good and/or the breach not remedied forthwith then the Hire Agreement will be terminated forthwith.
 - b. If it becomes necessary to issue a further warning notice pursuant to sub-clause (a) above or a material term of these Terms and Conditions is not complied with then the School may terminate the Hire Agreement immediately without giving written notice. In this event the Children's Group will forfeit the remainder of any charges or fees paid in advance and shall not be entitled to a refund.
18. Any damage (howsoever arising) is to be notified immediately to the Head Teacher and remedied immediately at the sole expense of the Children's Group. In addition, in the event that the School incurs any cost, expense or liability arising out of the Hire Agreement, including (without limitation), costs associated with the resetting of the alarm or any overtime costs that have been paid by the School then such expenses must be reimbursed by the Children's Group on demand.
19. The School and each relevant Children's Group will enter into a Hire Agreement in the form annexed hereto prior to the commencement of any hire period.
20. The Children's Group agrees to adhere to all provisions of the school Data Protection Policy at all times, whether or not on site or using a school device, platform or network, and will ensure they do not access, attempt to access, store or share any data which they do not have express permission for.

The Lettings Policy and these Terms and Conditions were reviewed in: September 2024

They were formally adopted and approved by Governors: February 2025

Signed (Chair of Governors):

Date: *P. J. Ashworth*

Date of Next review (Annually): September 2025

SAMPLE HIRE AGREEMENT - ALL SAINTS SCHOOL

Dear [*name of Children's Group*]

Hire of [School Hall/Room]

The Terms and Conditions of the hire of the [School Hall/Room] are attached. All definitions (i.e. capitalised terms) used in this agreement are set out in the attached Terms and Conditions.

Particulars of Hire

- (a) Room(s)/Area(s) of hire:
- (b) Day(s) of hire:
- (c) Hours of hire:
- (d) Annual cost of hire:

This agreement

Prior to this agreement becoming effective, you shall,

(1) pay the annual cost of hire stated at (d) above subject always to clauses 5 and 6 of the Terms and Conditions;

(2) nominate to us in writing the named individual pursuant to clause 11 of the Terms and Conditions providing such information as the Head Teacher requires in order to satisfy herself that the named individual is an appropriate person. Such person shall then be approved (if appropriate) by the Head Teacher. If the nominated person is not approved then you shall nominate another person and so on until a person is approved by the Head Teacher;

(3) provide us with a copy of:

(a) your child protection policy which shall comply with the Terms and Conditions and any relevant statute, statutory instrument, regulation or recommendation from any relevant regulatory body. You hereby confirm that you will comply at all times with your child protection policy and that any safeguarding issues will be immediately reported to the Head Teacher (or such other designated member of staff as is appropriate). In the event that the safeguarding issue relates to a child who is not a current pupil of the School then you hereby undertake to inform the child's school as well as relevant family members and other professionals as necessary according to your policy;

(b) a letter of assurance which must cover the following checks for all staff and information:

- An identity check
- A barred list check
- An enhanced DBS check
- A check to establish the person's right to work in the UK
- An overseas criminal record check (if required)
- Health Check carried out / Fitness for Work
- References to cover the last 5 years have been obtained
- Safeguarding training

(c) your insurance policy pursuant to clause 15 of the Terms and Conditions;

You will indemnify and keep indemnified the School, the Head Teacher and the Board of Governors against all loss, damage, acts or omissions or errors arising directly or indirectly from this agreement including (but without limitation):

(i) any breach by you or your officers, employees or agents or any third party of the terms of this agreement or the Terms and Conditions;

(ii) any act, error or omission which occurs in connection with the performance of this agreement or the Terms and Conditions by you or your officers, employees or agents or any third party.

By signing and returning a copy of this agreement and the Terms and Conditions you confirm your acceptance of the provisions therein.

This agreement and the Terms and Conditions shall be the whole agreement between the parties hereto.

Yours faithfully