



The Crossley Heath School
Savile Park, Halifax, West Yorkshire HX3 0HG

LETTINGS POLICY

THE CROSSLEY HEATH SCHOOL

Version Control

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THE CROSSLEY HEATH SCHOOL

LETTINGS POLICY

Responsibility: Lettings Manager
Date of Next Review: September 2026
Status: Statutory

STATEMENT OF INTENT

Crossley Heath is committed to making its facilities available for community use. We aim to create strong partnerships with local organisations while generating additional income to support the school's educational objectives. This policy outlines the terms and conditions for hiring school facilities to ensure fair, transparent, and safe usage.

Crossley Heath aim to:

- Maximise the use of school facilities for the benefit of the community.
- Generate income to enhance educational resources and opportunities for students.
- Ensure lettings are conducted safely, legally and in line with the school's safeguarding and health and safety responsibilities.
- Provide a clear framework for managing bookings, payments, and usage of facilities.

SAFEGUARDING

This policy is written in accordance with Keeping Children Safe in Education (KCSIE), in particular Part 3 (Safer Recruitment) and Annex F (Safeguarding requirements for external organisations). The School is committed to safeguarding and promoting the welfare of children and young people and must take reasonable steps to ensure that any external organisation hiring its premises has appropriate safeguarding and child protection measures in place. The responsibility for ensuring that safeguarding measures are in place rests with the Hirer.

The Hirer shall ensure that where a hiring involves activities aimed predominantly at children, and/or the activity is positively supported by the school for the attendance of children, they have appropriate safeguarding policies and procedures in place and that they, themselves and those persons likely to have contact with children, have been subject to Enhanced Disclosure and Barring Service checks.

The School reserves the right to require the Hirer to produce evidence that enhanced DBS checks have been carried out on all persons and to review safeguarding policies and procedures and to impose any additional requirement they consider appropriate in connection with the hiring. If for any reason the School is not satisfied, then they reserve the right to cancel any hiring and there shall be no liability to the Hirer other than to refund any hiring fee or deposit paid. The hirer will be required to provide evidence that DBS checks have been carried out upon request.

Where a letting involves children or young people, the School will require the Hirer to provide a Letter of Assurance confirming that:

- They have a safeguarding policy consistent with KCSIE.
- A Designated Safeguarding Lead has been appointed within their organisation.
- All staff and volunteers in regulated activity have undergone Enhanced DBS checks.
- Safer recruitment procedures are followed.

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The School reserves the right to verify this assurance and decline any letting if it is not satisfied that adequate safeguarding measures are in place and will retain copies of Letters of Assurance and any supporting evidence (e.g. DBS verification) for a minimum of 12 months after the end of the hire period to evidence compliance.

The hirer is responsible for reading the school's safeguarding policy prior to the date of hire and to acknowledge that they have understood the content, even if they are not hiring the premises for use by or with children (in compliance with KCSIE). The hirer confirms that, should any safeguarding concerns present themselves or if there is a complaint/allegation from a child against an adult during the hire of the school premises, the hirer shall notify the Lettings Assistant on site immediately. The Lettings Assistant will contact the Lettings Manager, who, in turn will inform the school's Designated Safeguarding Lead (DSL). Should the concern be about a member of school staff/the Lettings Assistant, the hirer should make contact with the Lettings Manager directly who will inform the DSL. The DSL (or Deputy DSL in their absence) retains overall safeguarding oversight of all lettings and external activities taking place on the school premises and has the responsibility to inform the Local Authority Designated Officer (LADO) of any concerns.

HEALTH AND SAFETY

The requirements of the Health and Safety at Work Act 1974 and other legislation including in the Management of Health and Safety at Work Regulations 1999 and Occupiers Liability Acts 1957 and 1984 apply to lettings. It is important that any hirers are aware of this and of any relevant sections of the local health and safety policy and that they agree to comply with any safety and security requirements therein, and the conditions of use (see Appendix 1).

Emergencies

It is vital that anyone hiring a school premises knows what to do in an emergency. There is a detailed set of emergency operating procedures, tailored to the school premises. Contact telephone numbers are displayed in the areas 'Let'. The hirer should be provided with two sets of these; one for the hirer to retain and a second set to be signed and returned to the school to show that they have received and understood the procedures and the relevant sections of the health and safety policy.

Supervision of Children

Entertaining children on school premises through lettings needs to be well controlled. The hirer must provide adequate supervision to prevent overcrowding, unnecessary movement, and unruly behaviour. Those adults involved in supervision must be briefed on the emergency operating procedures and know the action to be taken in the event of an emergency. The hirer should provide sufficient staff to handle an emergency, and the School staff themselves should not be relied upon. Where adults who are not school employees are supervising children, DBS checks may be necessary.

First Aid Provision

There is a first aid box in the areas designated in Appendix 2 and the contents are checked frequently and replaced as necessary by the person identified as responsible within the

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school's First Aid Policy. It is the responsibility of the hirer to ensure there is adequately trained first aiders on site during the 'Let'.

Determining the level of first aid that should be provided by someone hiring the premises depends partly on the nature of the activities being undertaken. An assessment of the risks and first aid needs should be undertaken by the Hirer to decide on an adequate level. For example, in sporting activities there should be a qualified first aider available, and clubs should ensure an adequate number of staff available during the length of the session, so that, in the event of an emergency, the group are not left unsupervised if the first aider must go to the hospital with a casualty. Parents should be informed as soon as possible.

For large public events arrangements can be made for the British Red Cross or St John Ambulance to attend and provide first aid cover. The school's own employees should not be relied upon as the first aid provision by someone hiring the premises, as they may not always be present.

With regard to parental consent, written permission should be obtained by the hirer to seek any necessary emergency medical first aid advice or treatment in the future.

MANAGEMENT & ADMINISTRATION OF LETTINGS

Applications to use the school facilities must be made to the School by one of the following methods:

- Via the Lettings Manager
 - o Verbally by calling 01422 360272.
 - o By emailing lettings@crossleyheath.org.uk
- Via the Schools website.

The School has the right to refuse an application, and no letting should be regarded as 'booked' until approval has been given in writing. The School reserves the right to:

- Refuse applications without giving a reason.
- Have a representative present at the function.
- Terminate any activity not properly conducted.

No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been confirmed.

Once a letting has been approved, a confirmation email will be sent to the hirer, confirming the details of the letting, along with a copy of the conditions of letting, the letting agreement (including any appendices) need to be signed and returned to the school before the letting can take place. It should be signed by a named individual and the agreement should be in their name, giving their permanent private address.

Due Diligence to Prevent Extremist or Hate Speech

The Crossley Heath School is committed to ensuring that its premises are not used to promote extremist ideologies, hate speech, or activities that could undermine the school's values and community cohesion.

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As part of the school's safeguarding and legal responsibilities, the following measures will be implemented to prevent the school from becoming a permissive environment for such activities:

1. **Screening of Hirers:** The school will conduct due diligence checks on all organisations seeking to hire school facilities. This may include:
 - Reviewing the organisation's website, social media presence and public reputation.
 - Requesting references or evidence of the organisation's values and mission.
 - Assessing the nature of the proposed event or activity.
2. **Right to Refuse or Cancel:** The school reserves the right to:
 - Refuse any booking if there are concerns about the nature of the event, the organisation involved or the individuals leading the activity.
 - Cancel a booking at any time if credible concerns arise that the event or activity may promote extremist ideologies, hate speech, or pose a safeguarding

Site Rules

- Parking is available on site:
 - This is subject to availability and vehicles must be parked within a marked bay and must not obstruct access for emergency services.
- If parked offside, due regard and consideration must be given to our local community and neighbours around school.
- Parking is at the owners' risk and the school will not accept any responsibility in terms of damage, theft or loss of any car left in the car park during the hire period.
- The site has speed limit of 5mph.
- Any litter must be removed upon completion of the hire.
- Smoking, vaping and drugs is not allowed on the premises in line with school policy.
- It is the responsibility of the hirer to report any accidents or breakages incurred during the letting period. Failures to meet these standards could result in loss of the booking.

Cancellation

The hirer of the premises can cancel any hire. The full fee will be payable if cancellation is less than 7 calendar days before the event.

The School reserves the right to cancel any agreed hiring. 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.

Temporary Event Notice (TEN)

Anyone hiring the premises to hold an entertainment event (where a premises licence is not in place) and/or supply alcohol by retail, they must apply for a TEN. They must also have the approval of the Head Teacher and/or governing body before arranging for alcoholic drinks to be consumed on the premises.

The person holding the event is responsible for obtaining a TEN and ensuring that its requirements are complied with. This person should always be present during the event.

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Only the Police may grant a TEN; and only the Police may object to a TEN. However, applications for TENs should be made to the Local Authority, together with a fee, and must be received by them no less than 10 working days prior to the event. Under no circumstances may a TEN be granted if less than 10 working days are notified. The number of TENs you may be granted are limited in number to twelve per year, and each one lasts for the period stated by the applicant, but not exceeding 96 hours. Further information regarding TENs is available from the Local Authority

Data Protection

The school will adhere to the Data Protection Policy at all times. The School will liaise with their DPO to ensure that:

- It undertakes its requisite due diligence to ensure that the hirer is compliant with the relevant data protection legislation.
- It provides hirers with the statutory privacy information in the form of the Privacy Notice for Third Parties.
- It ensures that the hirer's information is processed in accordance with the UK GDPR and Data Protection Act 2018.

INSURANCE

The Crossley Heath School Insure through the Department of Education RPI.

The liability policies do not cover any other individual or organisation against claims as a result of their negligence in the event of a 'let'. The following should therefore be applied to lettings:

- Any damage to the property or contents arising out of the letting must be made good at the expense of the hirer to the satisfaction of The Crossley Heath School.
- For non-commercial users that do not have their own insurance the School has a contingent liability policy. The policy covers the hirer's public liability to a limit of £20 million and has an excess of £250 for which the hirer is direct responsibility. The premium should be retained within the school accounts. Full records should be retained, as they are subject to internal audit processes and the Finance Department will need to see records in the event of a claim occurring.
- All commercial users (a commercial user is regarded as a person/organisation which hires the premises and may make a personal financial gain or business profit from the letting or an organisation which has a separate legal status) **MUST** have their own insurance cover including public liability to a limit of not less than £5 million. **A copy of the insurance schedule should be provided when requested.**

APPENDIX 1 – TERMS AND CONDITIONS

General Terms and Conditions

1. No person under the age of 18 years will be accepted as a Hirer.
2. All bookings must be made either through the Lettings Manager or via the schools online booking system via the school website.
3. In respect of reoccurring bookings, the Hirer and the School may agree to receive monthly payments in respect of reoccurring bookings rather than requiring the Hirer to make an upfront payment for all bookings.
4. Applications for hire of the Premises/Facilities shall be treated equally, in line with the School's equal opportunities policy.
5. The Lettings Manager shall have the right to refuse any application for use of the Premises/Facilities. The School must be assured that the purpose of the Premises/Facilities hire will not result in controversy, disrepute, legal action or disorderly behaviours.
6. Use of the Premises/Facilities only includes use of the areas expressly agreed by the School.
7. During booking, you must disclose how many people will attend your booking. If this changes, you must inform us in advance to ensure that the maximum capacity for your facility is not exceeded.
8. Venue furniture or fixtures must not move or in any way interfered with except with the previous approval from the school.
9. The Facilities are to be left in the same condition that you found them. In the event that any Venue Equipment and/or the Facilities are damaged during the Activities, you shall reimburse the cost of repair or replacement. We shall contact you within 5 days of being notified about the damage and should you deemed to be responsible.
10. Crossley Heath School is a smoke free site.

Cancellation

1. If the Hirer wishes to cancel their booking in whole or in part the Hirer must cancel the booking by notifying the Lettings Manager by emailing lettings@crossleyheath.org.uk
2. Charges in accordance with the following scale will be made for any cancellation: -
 - a. in respect of standalone bookings, if less than 7 calendar days' notice for cancellation is given before the period of hire, the hiring fee is to be paid in full.
 - b. in respect of block booking's (for the purpose of this agreement, block bookings means either the booking of multiple facilities or rooms at the same time, or repeated bookings of one or more of the facilities or rooms where the multiple bookings are made on the same date) if less than 7 calendar days' notice for cancellation is given before the period of hire, the hiring fee is to be paid in full.
3. The School reserves the right to cancel the Agreement at any time if the Premises/Facilities are required for use for School activities. In the event of such cancellation, the School will give to the Hirer the maximum practicable notice and refund any monies paid in respect of the booking but shall not otherwise be liable to the Hirer.
4. The School reserves the right to relocate the hiring to another part of the School, for any reason at any time.
5. The School may cancel the Agreement at any time before or during the period of hire if:
 - a. the Hirer fails to comply with any of the terms of this Agreement.
 - b. details of any particulars referred to in the Agreement have not been supplied as required, or if supplied, are not approved by the School; or
 - c. any of the details provided by the Hirer in the Application Form amount to a misstatement or material omission.
6. In the event of such a cancellation no refund of any monies paid in respect of the booking will be made to the Hirer and the School will not be liable to the Hirer in any respect
7. If the School is closed due to poor weather conditions and hiring of the Premises/Facilities cannot take place, this will be notified to you by email and published on the School website.
8. Parking is available:
 - a. Parking is available on site, but it is subject to availability and vehicles must be parked within a marked bay and must not obstruct access for emergency services.

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- b. If parked offside, due regard and consideration must be given to our local community and neighbours around school.
 - c. Parking is at the owners' risk and the school will not accept any responsibility in terms of damage, theft or loss of any car left in the car park during the hire period.
 - d. The site has speed limit of 5mph.
9. Any litter must be removed upon completion of the hire.
10. Smoking, vaping and drugs is not allowed on the premises in line with school policy.
11. It is the responsibility of the hirer to report any accidents or breakages incurred during the letting period. Failures to meet these standards could result in loss of the booking.

Conduct and Behaviour

1. The Hirer is responsible for ensuring that all individuals attending their booking adhere to the School's policies and expected standards of behaviour, including respect for the facilities, staff, and the local community.
2. In the event of behaviour that fails to meet these expectations, the School reserves the right to take the following actions:
 - a. Issue a written warning to the Hirer detailing the concerns and required corrective actions.
 - b. Cancel any future bookings made by the Hirer without refund if behaviour does not improve following a written warning or if a serious breach occurs.
3. Examples of unacceptable behaviour include, but are not limited to:
 - a. Actions causing damage to School property.
 - b. Failure to follow health and safety regulations.
 - c. Disorderly conduct or behaviour that could bring the School into disrepute.
4. Any cancellation of bookings due to unacceptable behaviour will be communicated in writing to the Hirer. The School's decision on this matter will be final.

Healthy and Safety

1. If you are a group or individual who are legally required to hold public liability insurance for the duration of your bookings, you must provide the relevant documentation if asked. If you fail to provide a copy when requested, we may at our discretion cancel any booking without refund.
2. The Hirer must comply with all laws relating to the Premises and the occupation and use of the Premises by the Hirer, including but not limited to Health and Safety legislation.
3. The Hirer should, as far as possible, have an accurate list of those present.
4. Any portable electrical equipment brought onto the premises must be safe and evidence may be required that it has a valid test and inspection certificate (the certificate should be less than one year old for earthed equipment, or less than 4 years old for double insulated equipment). Lower voltage equipment must also be safe and in good condition.
5. The Hirer cannot rely on the school's risk assessments for any activities carried out during the letting and must complete their own risk assessments.
6. Hirers should acquaint themselves with the Fire and Safety Regulations and relating to the area of the premises in use. These will be clearly displayed in each of the designated areas. It is the responsibility of the Hirer to provide first aid equipment and trained personnel.
7. In the event of an incident, fire or near miss:
 - a. School Incident Report Forms will be made available to the Hirer, who in turn must ensure one is completed correctly and that an investigation is undertaken.
 - b. A review of the risk assessment for the activity will be required. If the Hirer has produced a risk assessment, then the hirer is responsible for undertaking the review and informing the school of any finds that may be relevant. Schools are not responsible for undertaking risk assessments for the Hirer's activities.
8. Fire exits must not be blocked or locked, nor should furniture, equipment, or other obstructions be placed in corridors during the hiring.
9. The Hirer will immediately inform the School of any emergency, accident, injuries or serious incident that occurs during the Hire Period. The Hirer will be responsible for reporting any accident to the Health and Safety Executive

APPENDIX 2 – EMERGENCY OPERATING PROCEDURES

Out of Hours Emergency Contacts:

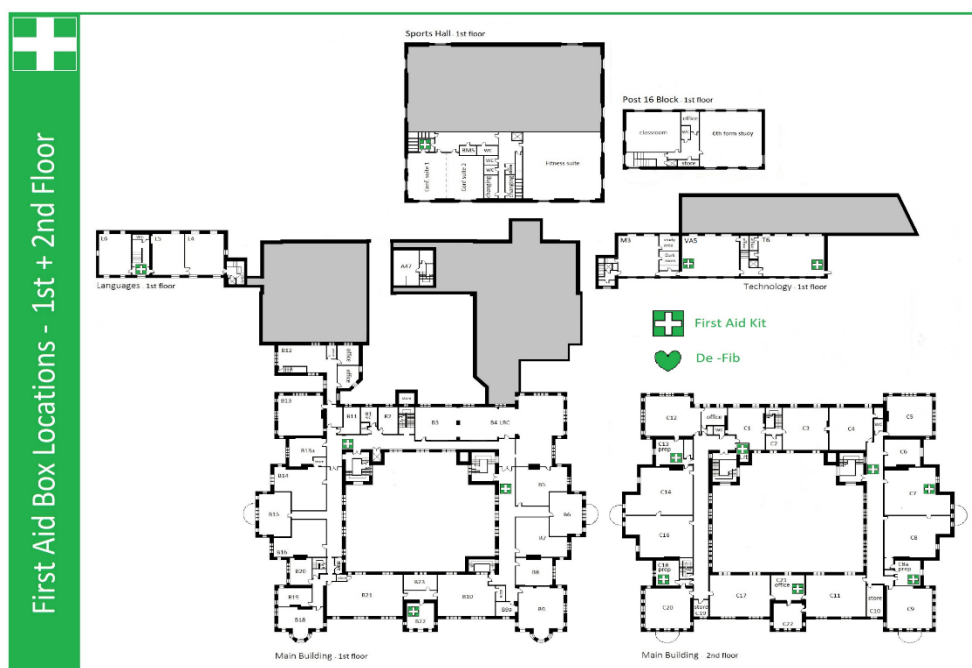
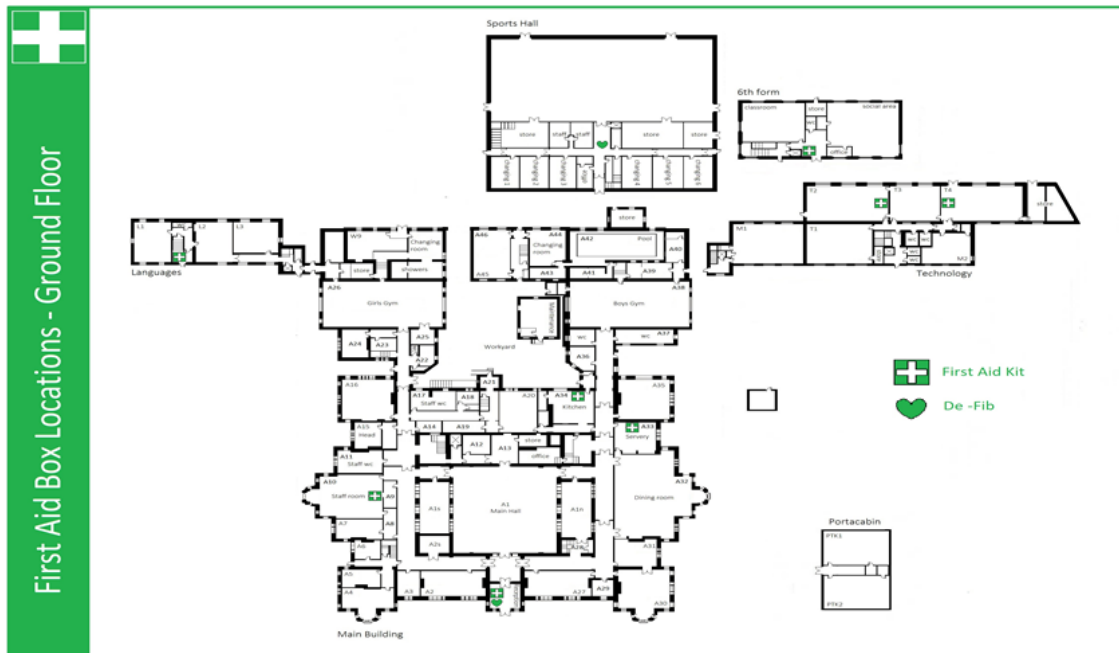
A Lettings Assistant will be primarily based in the office with the Sports Hall; however, these emergency contacts are available:

Lettings Assistant – 01422 360272, Extension 270

Ben Bale, Lettings Manager – 07793 270167

Mike Bunn, Head of Estates – 07814 195241

First Aid



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A First Aid kit and AED is located in the following locations:

Telephones are located in the Main School and Sports Hall reception. Hirers are advised to have access to a mobile phone during a let as mainline telephones may not be accessible during a 'let'.

A first aider should be available to provide first aid treatment. Most emergencies can be resolved on the spot, however, in the event of a serious incident, which could range from an injury or illness requiring medical treatment to a fatality, the following formal procedures must be followed:

ALWAYS ENSURE YOUR OWN SAFETY FIRST

Minor Injury e.g. small cut, graze, bumps, bruises

- Take appropriate first aid action.
- Make provision for the injured person to rest or continue as appropriate.

Major injury

- Take appropriate first aid action – call the attending First Aider
- DO NOT move the injured person unless to leave them could result in further injury.
- Arrange for the injured person to be taken to hospital or ring for an ambulance.
- Telephone the next of kin.

In the case of children, the parent must be informed of any incident as soon as possible.

Record any accidents or injuries and ensure they are reported promptly to the school. The School will then follow the School's incident reporting procedures. In general, most legally reportable accidents will need to be reported to the HSE by the hirer. They will, however, must be reported by the School if they result from a School work activity, or are due to the state of the premises.

CONTACTING THE EMERGENCY SERVICES

When calling the emergency services, it is important that they are given the full information. Remember, when calling 999 for the police, ambulance or fire brigade, the "control room" for these services may not be local, do not expect the operator to know where the school is.

Procedure:

- Keep calm, speak clearly.
- Give your name – state the service(s) that you require.
- Give full name, address (including postcode) and telephone number of the school.

The Crossley Heath School
Savile Park
Halifax
HX3 0HG
What3Words: orange.funny.broke

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Fire

The fire alarm sound is a continuous loud bell which is easily recognised. On discovering a fire, the fire alarm must be activated. Do not attempt to tackle the fire unless safe to do so (i.e. the fire can be quickly extinguished with the minimum of risk to self). It is the responsibility of the hirer to ensure that all staff (both paid and volunteer) involved understand the basic fire precaution arrangements and procedures:

The fire assembly point **IS THE SPORTS HALL CAR PARK**. Exit the building via the nearest external door. If evacuation is necessary, it is important to remember the following golden rules:

- Don't panic – keep a clear head.
- Raise the alarm and call the fire services.
- Do not stop to collect personal belongings or allow others to do so.
- No heroics – people before property
- Assist visitors and people with disabilities on your way out if needed and if safe to do so.
- Close doors behind you
- Where possible use the nearest fire exit
- Take all registers and once at the assembly point account for all participants and staff.
- Report any persons unaccounted for to the Fire Brigade
- Do not use any lifts.
- Do not re-enter the building or allow others to do so until instructed by the Fire Officer in charge.

Record any incident or injury and ensure it is reported promptly to the school (and RIDDOR if legally reportable). Remember it is better to make 100 calls to the emergency services, than everyone assumes that someone else has, and eventually make none! Any sounding of an alarm (including false alarms) should be reported to the school.

APPENDIX 3 – SUMMARY OF INSURANCE

Insurer: DofE RPA

Policy Number: 139182

Period of Insurance: 01/09/2024 – 31/08/2025

Type of Insurance and Cover

The policy provides indemnity for hirers against specified risks of accidental injury and accidental damage to the premises or its contents for the period of hire.

Exclusions / limitations

Products Liability

- Cover is excluded in respect of any injury or damage caused by goods sold, supplied, repaired, altered, treated, erected or installed by the Hirer.

Defective Work and Damage to Products

- Cover is excluded in respect of the cost of rectifying defective work carried out by or on behalf of the Hirer.
- Cover is excluded in respect of the cost of recalling, removing, repairing, replacing or making any refund on the price of any goods or property sold or supplied by the Hirer to the goods or property itself.

Professional Liability, Errors and Omissions

Cover is excluded in respect of injury or damage resulting from errors or omissions in advice, design or specification provided by the Hirer.

Excess

The Hirer is responsible for the first £500 of each and every claim for damage to the premises or contents.