Baxenden St John's Primary School

LETTINGS POLICY

September 2026

Introduction

Schools are increasingly encouraged to act as a community resource by engaging with external providers to offer a range of additional services and activities outside of the normal school day and curriculum. These arrangements can offer valuable opportunities for children and families. It is important that Governing Boards are aware of best practice in respect of safeguarding arrangements for such services.

Actions Required by Governing Boards

Governing Boards are required to audit the safeguarding functions of the school on an annual basis via the governor with lead responsibility for safeguarding. It is requested that the appropriate governor and Head Teacher consider the safeguarding needs of children engaged in third party activities on the school site as part of their annual audit of safeguarding. The Schools Safeguarding Team has developed a pro-forma to assist schools in this area (attached).

Guidance from Keeping Children safe in Education September 2026

Use of school or college premises for non-school/college activities

P206. 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.

P207. 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 provider 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 for the provider to liaise with the school or college on these matters where appropriate. This applies regardless of whether or not the children who attend any of these services or activities are children on the school roll or attend the college. 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. The guidance on Keeping children safe in out-of-schools settings details the safeguarding arrangements that schools and colleges should expect these providers to have in place.

Baxenden St John's Primary School

LETTINGS AGREEMENT - TRANSFER OF CONTROL 2026 - 2027

Letting Authority: Baxenden St Johns CE Primary School
Hirer: The person signing the agreement form and any organisation for whom he / she is stated in such form to be acting. The organisation can be joint or several.
Head Teacher: Mrs Julie Green
School Business Manager: Mrs Pauline Duncan (01254 234074 or email: bursar@baxenden.lancs.sch.uk)

Equality Statement

At Baxenden St John's School, equality is a key principle for treating all people fairly and creating a society in which everyone has the opportunity to fulfil their potential - irrespective of their gender, ethnicity, disability, religion or belief, sexual orientation, age or any other recognised area of discrimination.

We respectfully ask hirers of school facilities to read and act upon the following points:

1. **Use**
   - 1.1 Nothing in this Termly Hire Agreement shall be interpreted to constitute grant of tenancy pursuant to the Landlord and Tenant Act 1954.
   - 1.2 The school premises will only be used for the purpose specified in the Termly Hire Agreement, which must be completed by all Periodic Hires (Appendix 2) which includes detail of the termly payment. The Governors reserve the right to review the termly payment on an annual basis.
   - 1.3 Hirers are responsible for ensuring that on leaving the building, all windows and doors are secured, lights are switched off, toilets flushed and tidy and no taps dripping.
   - 1.4 The only areas to be used are the hall and toilets. Use of the kitchen area, if required, must be arranged in advance with the Head Teacher.
   - 1.5 School property and displays should be respected. Soft shoes should be worn to avoid damaging the hall floor. Tables and chairs must be lifted and not dragged.
   - 1.6 Single use or ad hoc Hire may be approved at the discretion of the Governors. For such Hires the same obligations apply as would for Termly Hire Agreements save those relating to Termination.
   - 1.7 Permission to bring alcohol onto the school premises for a specific event should be requested in writing from the Governing Body.
   - 1.8 Any Use enquiries should be directed to the school office on 01254 234074.
   - 1.9 Any additional regulations governing the use of the school premises published from time to time by the Governors will be made available to the Hirer and must be observed.

2. **Nuisance**
   - 2.1 Hirers are responsible for the behaviour within the building during the time the school is open for their use.

2.2 Any nuisance from outside should be reported to the School Business Officer at the earliest opportunity.

3. Damage

3.1 The Hirer will be responsible for all damage howsoever caused to the school premises and to any property on the school premises during the period of hire.

3.2 Any Hirer that uses School must be properly insured and a copy of the insurance document should be returned with the signed copy of the Termly Hire Agreement form.

3.3 The School nor the Governors shall not be responsible to or liable for any person who suffers loss or damage to his property whilst on the school premises.

4. Health and Safety

4.1 Fire Evacuation procedure / Power Cut – see Appendix 1

4.2 Hirers must ensure that appropriate adult/children ratios should be adhered to at all times.

4.3 Hirers must ensure that they are compliant with up-to-date safeguarding procedures relevant to the organisation they lead.

4.4 All Hirers must bring their own mobile phone.

4.5 All hirers should read and sign the safeguarding agreement (appendix 3)

5. Termination

5.1 On entering into a Termly Hire Agreement, this shall be deemed to be renewed as a fresh Termly Hire Agreement on a term-by-term basis until notice is served terminating the Agreement.

5.2 To terminate the agreement one Term's notice is required.

5.3 The Headteacher, Governors or the Hirer may terminate this Agreement by operation of 5.2.

Completion of the checklist in **APPENDIX 3** does not remove the responsibility of governing bodies, proprietors, headteachers, principals or leaders to exercise professional judgement and ensure that suitable safeguarding arrangements are in place for the activity being delivered. Schools and colleges should seek further information, evidence or assurance where required.

It is imperative that all your school staff, volunteers and Governors are aware of updated information in KCSIE 2026. Although a transfer of control is used to satisfy safeguarding arrangements, responsibly to report any concerns will still remain with the school, if this arises, even though the children attending the provision may not be children at your school or adults employed by the school.

Baxenden St John's Primary School

Baxenden St John's Primary School

Appendix 1

Fire Evacuation Procedure / Power Cut / Lockdown

- In case of fire, please evacuate through the nearest fire exit and press the release button on your way out. (Coloured box on wall near exterior doors/ please make an emergency 999 call).

- If leaving by the KS1 door of school, collect the gate key from inside the Y2 classroom on the left side of the door. If leaving by the KS2 door, please collect the gate key from the 'resource room' hanging on the right-hand side of the door (additional gate key located in key safe in the school office).

- Please ensure you and the people in your care are aware of the location of the fire exits and are familiar with the evacuation procedure (displayed around school).

- In the event of a power cut, emergency lighting is in place.

- May we remind hirers that they have a responsibility for ensuring the health and safety of themselves and all others in their care.

- The school has a 'Lockdown Procedure' which is displayed around the school. As the hirer, you can adopt this procedure or have your own.

Baxenden St John's Primary School

Appendix 2

Termly Hire Agreement

On behalf of: _____name of organisation)

Purpose of hire: _____

Day of hire: _____

Times of hire: _____

I / we have read the schools Lettings Policy and agree to abide by the terms and conditions therein:

Signed.....date.....

Print name.....

Address.....

Telephone.....

Designation.....

Schools authorised representative:

Name: Mrs Pauline Duncan (SBM) or Mrs. Julie Green (Headteacher)

Contact Address: Baxenden St Johns CofE Primary, Church Avenue, Baxenden, BB5 2RQ

Contact Number: 01254 234 074

Contact Email: bursar@baxenden.lancs.sch.uk or head@baxenden.lancs.sch.uk

- Please complete and return this form to the school office at your earliest convenience **together with a copy of your current insurance policy and evidence of your safeguarding as detailed below in apprendix 3).**

Baxenden St John's Primary School

Appendix 3

Safeguarding Policy Agreement

Organisations or Individuals using school premises

P457. Schools and colleges may receive an allegation relating to an incident that happened when an individual or organisation was using their school premises for the purposes of running activities for children (for example community groups, sports associations, or service providers that run extra-curricular activities). As with any safeguarding allegation, schools and colleges should follow their safeguarding policies and procedures, including informing the LADO

Written Agreement of Safeguarding Responsibilities for a Third Party Provider using a School Site	
Description	**Yes/No – Evidence?**
1. Does the provider have a Child Protection Policy in place with appropriate arrangements for sharing and reporting any safeguarding/welfare concerns and records to say that staff had read and understood the policy?	
2. Has the provider identified a named Safeguarding Lead (or equivalent) and are staff and volunteers aware of how to report safeguarding concerns both within the organisation and to external agencies where required?	
3. Does the provider require its staff/volunteers to have annual Safeguarding Training and receive regular updates? Is Prevent training undertaken?	
4. Can the provider evidence appropriate safer recruitment and vetting arrangements including DBS clearance that are consistent with guidance in Keeping Children Safe in Education 2026. Providers can seek advice and resources to enable them to comply in this area via the DFE	
5. Can the provider provide evidence that relevant staff have been checked under the Disqualification under the Child Care Act 2006 requirements? (If appropriate)	
6. Can the provider evidence an appropriate arrangements/ risk assessment for the activity including, but not limited to, arrangements for - • Gaining relevant background about any health conditions inc allergies and how any medical conditions will be managed. • Contingency arrangements for a child who becomes ill or is not collected at the end of the session • Communication between provider and the school (access to mobile phone etc) • Arrangements for contacting parents/carers and emergency services where required. • Access to emergency contact information during activities. • Appropriate procedures for responding to safeguarding incidents, accidents or emergencies.	

6. Where relevant to the activity, has the provider considered online safety, social media, photography, filming, livestreaming, artificial intelligence (AI) tools and acceptable use of technology, and can they evidence suitable filtering, monitoring and safeguarding arrangements where required?	
8. Does the provider have a Code of Conduct for its staff / volunteers that is consistent with Guidance for Safer Working Practice for Adults Who Work With Children and Young people (2022)	
9. Does the provider have appropriate procedures for managing complaints, whistleblowing, allegations and low-level concerns relating to adults working with children and young people, and are staff and volunteers aware of how these concerns should be reported?	
10. Is the provider affiliated to a local or national professional body?	
11. Does the provider have an appropriately trained First Aider? Who?	
12. Does the provider have relevant insurance?	
13. Has it been made explicitly clear to parents and all stakeholders that the third-party providers are responsible for the safeguarding of children in their care.	
14. Has it been made explicitly clear to the provider that the school/college follows Keeping Children Safe in Education 2026 and that safeguarding concerns arising whilst using the premises must be reported and managed through appropriate safeguarding procedures?	

Provider Declaration: I confirm that the information provided within this document is accurate and that the organisation has appropriate safeguarding arrangements in place for the activity being delivered. I agree to notify the school/college of any significant changes to these arrangements during the period of hire/use.

Name: _____ Signature: _____

Role/Organisation: _____ Date: _____

School/College Declaration: The school/college has reviewed the information provided and sought appropriate assurances in relation to the safeguarding arrangements of the organisation using the premises. Approval of the use of the premises remains subject to the provider maintaining appropriate safeguarding arrangements.

Name: _____ Signature: _____

Role: _____ Date: _____

Review Date (if applicable): _____

Duration of Agreement: _____