BENSHAM MANOR School

Lettings Policy

Last reviewed: December 2026

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1. Aim

To ensure a fair, clear and consistent policy in regard to the safe letting of school premises.

2. Principle

The school recognises that its premises are a valuable resource and as such welcomes the opportunity to enable the facilities to benefit community groups outside of school hours when able to do so. Equally, enabling a multi-purpose use of the school building can help improve facilities, increasing the income to the school through lettings. Parents and other adults benefit from the additional facilities available and it can break down some of the barriers that can make school appear to be a prohibitive environment to enter.

This policy aims to clarify the procedure for letting part of the school building so that all agreements are entered into with both parties knowing what they can expect and how to address any issues that might arise.

3. Practices

3.1 Roles and Responsibilities

The School Business Manager has overall responsibility to ensure full compliance of the policy. The school business manager manages the process of making bookings and facilitating events and will invoice the relevant organisations.

The Site manager/Site assistant will be present during all lettings for questions.

3.2 Category of lettings

There are three categories of user:

- 1. Educational (run for the benefit of the school curriculum)
- 2. Community (run for the benefit of the school community)
- 3. Commercial (run for profit)

3.3 Typical examples

- Educational: Uncharged, educational activity, parent led, run only at Bensham, for the benefit of Bensham children
- Community: Language classes and other charged sports club run only at Bensham.
- Commercial: Paid activity and parties via organisation who wish to let our school facilities.
- Where the category is initially unclear it will be decided by the head-teacher based upon the general ethos of the booking. The chair of the Finance and Premises committee will be consulted in cases of uncertainty or dispute.

Weekend (Saturday and Sunday) HOURLY CHARGES APPLY CAR PARK IS ONE OFF CHARGE our lettings end at 6pm no late bookings

CHARGES	Community Use (Regular)	Community Use (One off)	Commercial use (Regular)	Commercial use (One-off)	MAXIMUM NUMBER OF PEOPLE
Classroom	£20	£30	£25	£30	20
Hall	£45	£55	£45	£55	100
Playground	£35	£40	£35	£40	200
Muga	£35	£40	£35	£40	60
Car Park only	£35	£40	£35	£40	25 cars
Small Adult Gym	£35	£40	£35	£40	25
Gym Hall	£35	£40	£35	£40	100
Food Tech Room	£35	£40	£35	£40	20
Dining hall area with heating facilities for food	£55.00	£55.00	£65.00	£65.00	100
Sports Equipment hire	£10.00-£15.00	£10.00-£15.00	£15.00 £20.00	£15.00 £20.00	0

Commercial Rate

Individuals or Commercial Groups/Organisations who are profit making;

Community

All other Croydon Council Departments our general public for events and parties

3.4 GENERAL POINTS

- The school has priority use of the property.
- Lettings is permitted until 6pm at the latest as we are situated in a residential area.
- The school will always seek to at least cover its costs unless it is a direct beneficiary of a fund-raising activity.
- The school will seek to treat hirers fairly.
- In the event of a clash of bookings, requests will be prioritised by the category of their letting (Category 1 being the highest priority)
- Hirers will be expected to respect school property and honor all school and legal regulations which may be in force at any time.
- The school will only allow hiring of the premises for purposes considered appropriate and suitable; the Head-teacher will be consulted in cases of uncertainty.
- All lettings will be charged by invoice. The invoice will be raised by the SBM other than the who will record all letting bookings. Invoices will be raised before the activity takes place or a 50% upfront invoice will be raised and the other 50% after the letting has finished.

3.5 CONDITIONS OF HIRE

- The person signing the application form is responsible for all aspects of the let and must abide by all aspects of the Terms and Conditions of Hire document.
- Hirers must have left the premises by the end of the booked period.
- Sufficient time must be included to allow for clearing away and for all participants to leave the premises by the end of the booked period.
- The school is a no-smoking environment.
- The school accepts no responsibility for the loss of personal property brought into or left in the premises during the hire.

- The hirer accepts full responsibility for any damage to or theft of the school's property during the period for which the premises are hired.
- The hirer accepts full responsibility for ensuring that appropriate DBS checks have been undertaken.
- The hirer must ensure that a responsible person will be present on the premises at all times during the period of the letting.
- Hired area should be left as they are found (including for example, the removal of rubbish and the stacking of chairs). Any additional cleaning or work undertaken by the school will be charged to the hirer at the appropriate rate.
- The hirer accepts that they should familiarise themselves with relevant health and safety information. Where appropriate to the activity, Risk Assessments must be completed.
- The hirer must make themselves aware of the locations of firefighting equipment and escape routes. Fire equipment and escape routes must not be blocked. A register of all parties attending the activity must be taken in case of emergency.
- The hirer accepts that school staff have the right to access all areas of the property at any time.
- The sub-letting or sharing of the premises is prohibited.
- Where hirers run activities that carry a risk of minor injury (e.g. sports clubs) the club must provide appropriate first aid cover.
- Furniture must not be moved from other areas of the school
- All letters must complete a risk assessment and also provide the school with their safeguarding policy. The Risk assessment must be amended if any changes change place. The safeguarding policy must be renewed and updated yearly.
- Photocopying facilities are not available. Unless discussed with the SBM and an arrangement.

3.6 Insurance

Irrespective of the nature of the financial arrangement with the school, all external groups providing a club or out-of-school tuition are covered by the school’s insurance provided that any negligence of damage to a third party or their property is proven against the school. If negligence is solely down to the person/s running the club then they would be held responsible and would need to consider having their own liability coverage in place.

Small Public Liability policies can be purchased on-line at a relatively low cost (less than £50 for anyone involved in non-physical activities).

School staff running clubs are fully covered by the school’s insurance policy.

All companies that hire the premises are liable for their own public liability insurance and health and safety plans, Including Covid 19 and other infections cleaning plans.

3.7 Notes

- Licenses are generally required for:
- Performing plays.
- ‘Public dancing, music or other public entertainment of a like kind’ under the Local Government (Miscellaneous Provisions) Act 1982.
- Games of bingo or gambling.
- Events selling alcohol are not permitted (with the exception of some PTA run events)
- The school does host lettings for birthday parties but the responsibility for cleaning is your own.
- Bensham School is not VAT registered and so no VAT is applicable to any letting charges.
- The school does not open for lettings on public holidays.
- The use of in situ AV equipment is included within the costs, but users must not change any of the settings of this equipment. Damage to the equipment, or costs incurred by the changing of settings will be recharged to the hirer.

4. Terms and conditions for the hire of the school premises

All terms and conditions set out below must be adhered to. The “Hirer” shall be the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

The school retains the freedom to refuse to let the premises should it choose to (even to applicants who otherwise meet the criteria). Furthermore, the school reserves the right to cancel any lettings contract, with immediate effect, if the hirer has undertaken any activity which brings the school or the local authority into disrepute.

4.1 Status of the Hirer

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background. The hire agreement is personal to the hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of creating any tenancy between the school and the hirer.

If a particular letting involves contact with the school’s pupils or other young people then:

- Any organisation submitting a lettings request involving working with children and/or young people must submit to the school evidence that appropriate policies and procedures are in place with regard to safeguarding children and child protection and provide evidence to the school of criminal record check relating to all staff and others working closely with children. The Board of Governors will ensure that there are arrangements in place to liaise with the school on these matters.
- The Board of Governors may require criminal records checks (DBS) relating to staff and other adults using school premises at a time when school pupils or other young people may be on site.
- The Board of Governors may agree to obtain DBS clearances on behalf of a hirer (DBS checks would require a minimum of a one half term advance notice) through Human Resources Services. The hirer incurs the cost of any DBS check obtained by the school and will be invoiced accordingly.
- The Board of Governors will require evidence of appropriate qualifications for hirers using facilities for specific activities.
- Where the activity is for example an after school sports club, sports coaches must also follow the Local Authority Guidelines for Working in Schools.

4.2 Priority of Use

The headteacher or person with designated responsibility will resolve conflicting requests for the use of the premises, with priority at all times being given to school functions.

4.3 Attendance

The Hirer shall be responsible for ensuring that the number of persons using the premises does not exceed that for which the application was made and approval given.

4.4 Behaviour

The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated.

4.5 Public Safety

The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct; and, where applicable, the Hirer must adhere to the correct adult/child ratios at all times. The hirer shall be informed of the maximum number of attendees for each venue at the time of hire application.

In the event of an emergency, all occupants must leave the school by the nearest exit and assemble at the venue area as advised to them by the hirer. The hirer is responsible for familiarising themselves with emergency exits and must ensure that participants are aware of emergency evacuation procedures and

assembly points. It is good practice to carry out emergency evacuation drills at suitable intervals. The hirer must, at all times whilst participants may be on site, have immediate access to participants' emergency contact details, and have access at all times to a mobile phone.

4.6 Own Risk

It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

4.7 Damage, Loss or Injury

The Hirer warrants to the Board of Governors that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. The minimum limit for this insurance cover is £2 million. The Hirer must produce the appropriate schedule of insurance cover before the letting can be confirmed.

Neither the school, nor the Local Authority, will be responsible for any injury to persons or damage to property arising out of the activities undertaken and supervision thereof during the letting of the premises.

The school will inform the hirer of any areas within the scope of the letting arrangements where asbestos has been identified, if there is a foreseeable risk of potential damage arising from the specific hire use of the building.

4.8 Furniture and Fittings

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.

Any electrical equipment you use for your event must be PAT tested and safe to use. Alternatively you can not bring appliances of your own or the site team and Nikita must be informed before hand.

4.9 School Equipment

This can only be used if requested on the initial application form, and if its use is approved by the headteacher. Responsible adults must supervise the use of any equipment that is issued and ensure its safe return. The Hirer is liable for any damage, loss or theft of school equipment they are using, and for the equipment's safe and appropriate use. Use of the schools resources, including telephones and photocopiers, is not included in a letting arrangement unless expressly agreed at the time of the letting. It should not be assumed that the school office may be available during the time of the letting and it is recommended that the hirer has access to a mobile phone to cover the event of an emergency.

4.10 Hirer's Equipment

The hirer should state on the hire agreement any equipment he/she intends to bring into school. They are responsible for ensuring the suitability of the equipment and for ensuring that it is in good order.

Any electrical equipment brought by the Hirer onto the school site MUST comply with the Local Authority Code of Practice for Portable Electrical Appliance Equipment. Equipment must either have a certificate (Portable Appliance Test) of safety from a qualified electrical engineer or be inspected by, or on behalf of, the Local Authority. The intention to use any electrical equipment must also be notified on the application.

Any of the hirer's own equipment should be brought into / removed from school within the time booked.

4.11 Car Parking Facilities

Subject to availability, the Hirer and other adults/visitors involved/attending the letting may use the school car parking facilities. Neither the school nor the Local Authority will accept any responsibility in terms of damage, theft or loss of any car left in the car park during the hire period.

4.12 Toilet Facilities

Access to the school's toilet facilities is included as part of the hire arrangements.

4.13 First Aid Facilities

There is no legal requirement for the school to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, which may include the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. It is recommended that the hirer has access to a mobile phone at all times throughout the letting to cover any emergency event.

4.14 Food and Drink

No food or drink may be prepared or consumed on the property without the direct permission of the Board of Governors, in line with current food hygiene regulations. All litter must be placed in the bins provided; with due regard being given to school recycling facilities.

4.15 Intoxicating Liquor/Drugs

No intoxicants/drugs shall be brought on to or consumed on the premises. Any person thought to be under the influence of alcohol or drugs will be refused admittance.

4.16 Smoking

The whole of the school premises is a non-smoking area, and smoking is not permitted within school buildings or on school grounds at any time.

4.17 Suitable Footwear

Suitable footwear should be used. Trainers with marking soles are not permitted for sports activities in the gym or main hall. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the premises.

4.18 Copyright or Performing Rights

The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the Local Authority against all sums of money which the Local Authority may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

4.19 Sub-letting

The Hirer shall not sub-let the premises to another person.

4.20 Charges

Hire charges are reviewed annually and current charges are set out in the Hire Agreement.

4.21 Variation of Scales of Charges and Cancellations

The Hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by the Board of Governors on an annual basis) and that the letting may be cancelled, provided that in each circumstance at least 28 days' notice is given by either party to the hire arrangement. The hirer will be charged the full amount for the letting if insufficient notice (i.e. less than 28 days) is given to cancel the hire agreement. It is the hirer's responsibility to notify participants (parents where participants are of school age), preferably in writing, of any changes in dates or venues at least one week in advance.

4.22 Payment for Letting

The person applying to hire the premises will be invoiced for the cost of the letting in accordance with the Board of Governors' current scale of charges. Payment must be received by the school either prior to or on

the date of the letting taking place. The Hirer will be subject to an administration fee for late payment, again, in accordance with the Board of Governors' current scale of charges.

4.23 Security

The Board of Governors will hire and pay for a person to be responsible for the security of the premises before, during and after the hire, and for the cleaning of the premises after its use. This cost will be included in the charge for the letting. If no suitable person can be employed, then the letting will not be allowed or will be cancelled. Only named key holders may operate the security system. Keys must not be passed to any other person without direct permission of the Board of Governors of the school.

4.24 Right of Access

The Board of Governors reserves the right of access to the premises during any letting. The headteacher (or delegated officer) or members of the Board of Governors or appropriate Delegated Committee, may attend to monitor activities from time to time.

4.25 Safeguarding

All letters must provide the school with a safeguarding policy. This policy must be in line with the KCSIE policy and updates. The policy must be sent to the business manager and must be updated with changes yearly. We must have all the DBS checks of all adults involved in the letting. We must have a safeguarding policy, Public liability insurance and indemnity insurance.

I need proof of the training that each adult has completed in regards to Safeguarding.

Safeguarding and child protection

You should:

- have an effective safeguarding and child protection policy in place
- have a staff behaviour policy (sometimes called a code of conduct)
- be aware of and have training on the specific safeguarding issues (including online) that can put children at risk of harm
- have clear procedures on what to do if there are concerns about a staff member, volunteer or another adult who may pose a risk of harm to children
- appoint a designated safeguarding lead (DSL), who has undertaken safeguarding and child protection training (including online)
- provide parents or carers with a named individual (such as the DSL or another named member of staff) so they can raise safeguarding concerns
- if you're a lone provider, give parents or carers the contact details of your local authority's children's services or the NSPCC helpline number
- know the local referral route into children's social care
- report any allegations of harm to a child to both your local authority designated officer (LADO)10 and the police as soon as reasonably practicable
- know if the legal duty to refer to the Disclosure and Barring Service applies to you and ensure you make referrals when appropriate

4.26 Risk assessment

The risk assessment provided by the school during the let begin arranged must be completed by the lead letter. The risk assessment must be changed or altered should a change take place and sent to the business manager.

4.27 Conclusion of the Letting

The hirer shall, at the end of the hire period, leave the accommodation in a reasonably tidy condition, all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional charge may be made.

4.28 Vacation of Premises

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children taking part in an activity until a responsible adult collects them.

4.29 Promotional Literature/Newsletters

A draft copy of any information proposed for distribution which contains any reference to the school must be sanctioned by the Headteacher (or delegated officer) at least one week prior to proposed distribution by the hirer.

5. DBS checks (formerly CRB checks)

- Individuals running clubs or regularly assisting with the running of clubs are required to have a DBS (Disclosure & Barring Service) Checks. You can pay the school to conduct a DBS check for you by notifying the SBM on your booking request.
- Individuals without a DBS check should never be left alone with children.

6. Complaints

- Appeals about a clubs designated category should be addressed to the School Business Manager.
- All other complaints should be made as per the school's published complaints procedure.

7. Appendix 1 – Application form for hire of school premises

Applicant and booking details	
Name:	
Email:	
Telephone:	
Address:	
Purpose of booking:	
Date required:	
From (time):	
To (time):	
Regular booking? (Please provide details)	
Expected numbers:	Adults / Children
Charges made to participants:	
Nature of organisation:	
Appliances	Will you be bringing any electrical appliance of your own? Is it PAT tested? Yes / No
Special requests:	
DBS for organisations only	I have a DBS? Yes / No I would like a DBS via the school Yes / No
Risk assessment completed	
Safeguarding policy provided	
Facilities required (please state quantities)	
Hall(s)	
Classroom(s)	
Playground(s)	
Mugas (sports)	
Dining hall	
Car park	
Other	
Invoice details — who do we send the invoice to?	Name / Address / Email address

Payment is required within 14 days of date of invoice. This is via a bank transfer. An invoice will be sent to you which will have the school bank details at the bottom.

Failure to comply with Bensham Manor Schools Safeguarding protocols will result in immediate termination of your Hire.

I agree to accept the responsibility for the arrangements for the above named function and have read and undertake to observe the Conditions of Hire (attached).

Signature of Applicant: _____ Date: _____

Charging (School use):

Agreed User Category: Education / Community / Commercial

Agreed charge:

For School Use:

Public Liability Insurance

Insurance Required Yes / No:

Proof of insurance verified Yes / No:

Safeguarding policy provided Yes/No

Risk assessment completed Yes/No (Please attach a copy to this form)

Approval

Letting Agreed (School Business Manager):

Letting Agreed (Head Teacher):

(If required)

Letting Agreed (Governors representative):

(If required)

8. Additional lettings conditions for allergy safety, safeguarding and security

Supplement dated 8 October 2026

This supplement updates the Bensham Manor School Lettings Policy for England. The existing policy, charges and application form are retained. These additional conditions apply to all lettings, including clubs, tuition, parties and community activities. They must be issued with the hire agreement and accepted before a booking begins. The governing body must approve the supplement before adoption; the original review and approval dates are not changed.

Where an existing condition conflicts with an allergy, safeguarding or emergency instruction in this supplement, the instruction in this supplement takes precedence. School safeguarding, allergy safety, fire safety and lockdown procedures must be provided to hirers in the versions relevant to their booking. The school must confirm current contact details and operational arrangements before issue.

8.1 Benedict's Law and allergy safety

Benedict's Law is the commonly used name for the school allergy reforms, rather than the title of a separate Act. Section 34 of the Children's Wellbeing and Schools Act 2026 amended the Children and Families Act 2014. The allergy policy duties commenced fully on 1 September 2026 under SI 2026/933. The school must maintain, publish and review its allergy safety policy and have regard to the July 2026 DfE statutory guidance. This lettings supplement supports that policy; it does not replace it. [1, 2, 3]

The school's allergy lead shall coordinate training, healthcare plans, emergency medication access and incident review for lettings. External providers must arrange suitable allergy awareness and emergency response training for their own staff. Before each activity, the hirer must obtain relevant allergy information from participants or parents and agree individual support, emergency contacts and medication arrangements. Medical information must be shared securely with those who need it. [1]

8.2 Nut free school conditions of hire

Bensham Manor School is a nut-free school. As a condition of hire, peanuts, tree nuts and products containing them as ingredients must not be brought onto, prepared, sold, served or consumed anywhere on the school site. This includes packed lunches, snacks, birthday cakes, refreshments, gifts and materials used for cooking or crafts. Hirers must tell staff, volunteers, participants, parents and caterers about this requirement before attendance and enforce it throughout the booking.

Hirers must check ingredient labels whenever products are purchased or supplied. Precautionary labels such as "may contain nuts" must be referred to the School Business Manager before use; products must not be supplied pending a written decision under the school's allergy policy and the relevant individual risk assessment. Unlabelled food must not be offered until its ingredients and suitability have been established. The existing requirement for school permission to prepare or consume food still applies.

The nut-free rule is a local hire condition and cannot guarantee that the site is free of allergens. The DfE guidance recommends allergy-aware environments because food bans alone can give false reassurance. Hirers must assess other allergens, prevent cross-contact and retain emergency plans. The school shall record its reasons for retaining this additional restriction in its allergy policy review. [1]

The hirer must prevent food sharing, use agreed safe preparation and storage arrangements, clean tables and equipment after use, and remove food waste before leaving. Any proposed catering or food activity must be approved in advance with an activity-specific risk assessment. Where food businesses are involved, the hirer must obtain assurance that applicable food hygiene and allergen information requirements are met. Participants with allergies must be included safely through agreed adjustments.

8.3 Allergic reactions during a letting

The hirer must have a named responsible adult, suitable first aid cover and an allergy emergency plan for the whole booking. Prescribed emergency medication must remain promptly accessible to the participant and authorised responders. Do not assume access to school medicines, spare adrenaline devices or school staff: any agreed provision, permissions, training and access must be documented before the letting starts.

For suspected anaphylaxis, call 999 immediately and state "anaphylaxis"; follow the person's emergency

action plan and the trained response, including prompt adrenaline administration where indicated. Arrange for someone to meet the ambulance and inform the parent or emergency contact. Do not leave the person alone or delay emergency assistance while contacting the school. Record any reaction or near miss and report it promptly to the school so that arrangements can be reviewed. [1]

8.4 Safeguarding for clubs and other providers under KCSIE 2026

Keeping Children Safe in Education 2026 has applied since 1 September 2026. Paragraphs 208–209 require the governing body to check safeguarding arrangements for lettings. This applies to children attending the activity whether or not they are pupils at Bensham Manor School. School procedures apply to school-managed activities. Independent providers need effective safeguarding arrangements and school liaison. [4]

Safeguarding is a condition of use and occupation. The school shall inspect provider policies and evidence as needed before approval, record its assessment and maintain liaison. Failure to comply with safeguarding conditions will lead to termination of the hire agreement. Where immediate protection is needed, the school may stop the activity or suspend access while taking appropriate safeguarding action. [4]

Before the first session, each provider working with children must supply its current safeguarding and child protection policy; name its safeguarding lead and deputy or fallback contact; confirm safer recruitment and the legally appropriate DBS and barred-list checks; and provide its arrangements for staff conduct, safeguarding training, supervision, attendance and safe collection. Providers must have procedures for responding to abuse, child-on-child harm, online risks, complaints and allegations. These are school approval requirements informed by the DfE out-of-school settings guidance. [5]

The School Business Manager shall obtain written assurance that checks have been completed for each relevant worker and volunteer, with evidence available for proportionate verification. Check type and barred-list eligibility depend on the role and regulated activity; a DBS certificate alone does not establish suitability. Providers must promptly notify the school of changes to personnel or arrangements that affect safety, and confirm suitability before replacements work with children. The school must not request barred-list information for ineligible roles. [5]

Hirers must identify who supervises each group, maintain an attendance register and emergency contacts, prevent unauthorised access, and supervise children until an authorised adult collects them. Procedures must address missing children and late collection. Access is restricted to the agreed areas; visitors must not enter classrooms, offices, records or other areas outside the letting. Hirers must plan appropriate support for SEND, communication and medical needs, and agree any use of toilets or changing facilities that may overlap with other users. These operational conditions supplement the provider’s safeguarding policy.

8.5 Reporting concerns and allegations

Hirers must make their safeguarding reporting arrangements known to staff, volunteers, children and parents. Any concern about a child must be acted on promptly through the provider’s safeguarding lead and reported to the school’s DSL through the agreed route. Contact emergency services immediately for immediate danger; make children’s social care or police referrals when required without waiting for a school response. Record facts securely and share information needed to protect the child. [5]

Where the school receives an allegation concerning someone running children’s activities on its premises, it must follow its safeguarding procedures, including informing the Local Authority Designated Officer under paragraph 460. The school must not leave the matter solely to the hirer. Providers must cooperate with safeguarding agencies and the school, preserve relevant records and follow advice about further enquiries. [4]

Before approval, the school must give the hirer current DSL, deputy, Headteacher and Croydon safeguarding referral details, including a usable route outside school hours. If a concern involves the person normally contacted, use the alternative route in the school’s safeguarding policy. The hirer must acknowledge receipt and keep these details accessible throughout each session. Do not assume that a school employee is on site or available to act as the club’s safeguarding lead.

8.6 Martyn’s Law and protective security during lettings

The Terrorism (Protection of Premises) Act 2025, known as Martyn’s Law, received Royal Assent on 3 April 2025. As at 8 October 2026 its substantive premises duties have not commenced. Preparation shall use the

published section 27 statutory guidance; the school shall monitor commencement announcements. This supplement imposes school hire conditions now and does not describe future statutory duties as already enforceable. [6, 7]

The school shall assess expected attendance across the premises, including simultaneous lettings, rather than treating each room booking as a separate threshold. Subject to the Act's scope rules, premises reasonably expecting 200 or more people at once qualify. Premises wholly or mainly used for primary, secondary or further education remain standard tier even at 800 or more; events at such premises are not qualifying events under that special consideration. Reassess if the relevant use changes. Record the statutory responsible person and arrange SIA notification when the applicable duties commence. [7, 8]

Before each letting, the school and hirer must agree who leads an emergency and how to evacuate, move people to a safer place inside, implement lockdown and communicate instructions. The hirer must brief all staff and volunteers, account for children and adults, provide accessible instructions and agree safe reunification. A security incident must not automatically trigger movement into an exposed playground. Use the school's incident-specific procedures and emergency-services advice.

8.7 Fire safety and ISA entry arrangements

The school has reported an L1 fire alarm upgrade and an entry system supplied by ISA Education Technologies Ltd that assists lockdown and automatic door locking or unlocking. Hirers must receive an induction on the actual installed controls, alarm response, permitted access, emergency releases and authorised overrides. They must not alter or disable the systems, share access credentials, prop open fire doors or obstruct exits. The school must verify alarm and door interfaces and arrangements for power or network failure before use.

The Regulatory Reform (Fire Safety) Order 2005 requires suitable fire precautions and immediately usable emergency escape routes. The school and hirer must coordinate responsibilities; an agreement cannot remove statutory responsibilities. For a discovered or suspected fire emergency, raise the alarm, evacuate and call 999 immediately from safety. Do not rely solely on an automatic alarm link or re-enter to search. The school must confirm the assembly point and accessible evacuation arrangements before the letting. Lockdown controls must not prevent emergency escape. [9]

8.8 Approval and hirer acknowledgement

The School Business Manager shall retain the signed acknowledgement below with Appendix 1 and record the safeguarding review, activity and allergy risk assessments, approved food arrangements, relevant insurance evidence and emergency induction. The existing minimum £2 million insurance condition is retained; actual cover and any reliance on school insurance must be confirmed with the school's insurer. Historical fees, named contacts, capacities and other original terms have not been revalidated by this update.

Hirer acknowledgement: I have received this supplement and the school procedures relevant to my booking. I accept the nut-free and allergy conditions, safeguarding requirements, emergency instructions and access restrictions. I will inform everyone involved, supply the required evidence before use, notify material changes promptly and cooperate with the school's monitoring.

Organisation or activity: _____ Hirer name: _____ Signature: _____ Date: _____ Provider safeguarding lead and contact: _____ Emergency lead during sessions and contact: _____

School approval record: safeguarding evidence checked by _____ on _____; allergy and activity arrangements agreed by _____ on _____; emergency induction given by _____ on _____; supplement approved by _____ on _____; next review _____.

9. Safeguarding letter of assurance

To: Fiona Robinson - Headteacher / Deputy Designated Safeguarding Lead

Bensham Manor school

Ecclesbourne Road, Thornton Heath, Croydon CR7 7BN

Date:

Subject: Safeguarding Letter of Assurance – Hire of School Premises

Activity name:

Hire Dates / Schedule:

Dear Mrs Robinson,

In accordance with the Department for Education's statutory guidance, Keeping Children Safe in Education (KCSIE) 2026, I am writing on behalf of NAME OF ACTIVITY to provide formal written assurance regarding our safeguarding and safer recruitment arrangements for the upcoming hire of Bensham Manor school premises.

I confirm that [Name of Hiring Organisation] has appropriate safeguarding and child protection policies and procedures in place, which align with local safeguarding partner arrangements and statutory guidance (including After-school clubs, community activities and tuition: safeguarding guidance for providers).

Specifically, I confirm the following:

- Safer Recruitment & Vetting Checks: All staff, coaches, instructors, and volunteers deployed to work at [Name of School/College] have undergone rigorous safer recruitment checks in line with KCSIE 2026. Where individuals are engaging in regulated activity with children (including volunteers, following the removal of the supervision exemption in KCSIE 2026), an Enhanced DBS certificate with a Children's Barred List check has been obtained and verified prior to them starting work.
- Overseas & Prohibition Checks: Where applicable, overseas criminal record checks and prohibition from teaching/management checks have been completed for relevant personnel.
- Safeguarding Training: All personnel working on-site have completed appropriate, up-to-date safeguarding and child protection training and are aware of how to recognise and report concerns.
- Designated Safeguarding Lead (DSL): Our organisation has a named Designated Safeguarding Lead who is accessible during all operating hours on school premises:
    - Hirer DSL Name: [Insert Name]
    - Contact Number: [Insert Phone Number]
    - Email Address: [Insert Email]
- Reporting & Escalation: We understand our duty to report any safeguarding concerns, disclosures, or allegations involving children or adults on-site immediately to Bensham Manor school's Designated Safeguarding Lead Kirstie Byrne - kirstiebyrne@benshammanor.com (or Local Authority Designated Officer where an allegation is made against an adult).
- Public Liability Insurance: We hold valid Public Liability Insurance (minimum £5 million) covering our activities on the premises, a copy of which has been supplied to the school.

We agree to make evidence of our safeguarding policy, risk assessments, and safer recruitment records available for inspection by the school upon request. We will notify the school immediately if there are any changes to the personnel attending the site or to our safeguarding status.

Yours sincerely,

[Signature]

Name: [Print Full Name]

Position: [Director / Chair / Safeguarding Lead]

Organisation: [Name of Hiring Organisation]

Contact Number: [Phone Number]

Email Address: [Email Address]

10. Official legislation and guidance references

[1] DfE Allergy safety in schools statutory guidance July 2026
https://www.gov.uk/government/publications/allergy-safety-in-schools

[2] Children's Wellbeing and Schools Act 2026 section 34
https://www.legislation.gov.uk/ukpga/2026/21/section/34

[3] Children's Wellbeing and Schools Act 2026 commencement regulations SI 2026/933
https://www.legislation.gov.uk/uksi/2026/933/contents/made

[4] DfE Keeping Children Safe in Education 2026 paragraphs 208–209 and 460
https://www.gov.uk/government/publications/keeping-children-safe-in-education--2

[5] DfE Out-of-school settings safeguarding guidance updated February 2026
https://www.gov.uk/government/publications/keeping-children-safe-in-out-of-school-settings-code-of-practice

[6] Home Office Martyn's Law overarching factsheet https://www.gov.uk/government/publications/terrorism-protection-of-premises-act-2025-factsheets/terrorism-protection-of-premises-act-2025-overarching-factsheet

[7] Home Office Terrorism Protection of Premises Act 2025 statutory guidance
https://www.gov.uk/government/publications/the-terrorism-protection-of-premises-act-2025

[8] DfE How Martyn's Law will affect education settings
https://www.gov.uk/government/publications/martyns-law-for-education-settings/how-martyns-law-will-affect-education-settings

[9] Regulatory Reform Fire Safety Order 2005 as amended
https://www.legislation.gov.uk/uksi/2005/1541/contents

Sources checked on 8 October 2026. This supplement records additions for school review; it does not record governing-body approval or verification of installed equipment. Existing review and approval dates are retained.