Lettings Policy

1 Thessalonians 5:11
"Therefore encourage one another and build each other up."

Derby Cathedral School is a Christian community that welcomes students, families and visitors of all faiths and none. The diversity and richness of such a family brings depth and a vibrancy to our core.

Students of Derby Cathedral School are given every opportunity and challenged to be the best that they can be, demonstrating FAITH in all they do.

- **Fellowship** - Collaborating with others, we treat everyone with respect, dignity and kindness.
- **Aspiration** - We are ready to learn and grow, striving to be the best that we can be in every aspect of our lives.
- **Integrity** – We demonstrate fairness, equality and honesty.
- **Tenacity** – We are determined and resilient when faced with challenges.
- **Humility** - We are gracious, calm and understand the importance of forgiveness.

All students will be well prepared for their next step into future education, training and employment. They will be happy, healthy, confident, life-long learners who 'experience life in all its fullness' (John 10:10)

Policy Status	Date	Review Date
Approved by LGB		September 2025
Reviewed by SLT	July 2024	September 2025

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Statement of Intent

Derby Cathedral School aims to maximise the use of all its facilities. The intended purpose of the school's facilities is to benefit the school community; however, the school understands that extending the use of the premises to the wider community allows us to maximise our income and provide an advantage to the clubs and groups who will use our facilities.

The school endeavours to positively contribute to increasing participation in activities taking place in the local community.

This policy clearly sets out the rules and procedures the trust expects hirers to follow when using the facilities.

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1. Legal framework

This policy has due regard to the relevant legislation, including, but not limited to, the following:

- The School Premises (England) Regulations 2012
- Health and Safety at Work etc. Act 1974
- The Health and Safety (First-Aid) Regulations 1981
- Education Act 1996
- The Control of Asbestos Regulations 2012
- The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) 2013
- Value Added Tax Act 1994

This policy has due regard to the relevant guidance including, but not limited to, the following:

- DfE (2018) 'Advice on standards for school premises'
- DfE (2023) 'After-school clubs, community activities and tuition: safeguarding guidance for providers'
- DfE (2023) 'The Prevent duty'
- HMRC (2020) 'Land and property (VAT Notice 742)
- HMRC (2019) 'Education and vocational training' (VAT Notice 701/30)
- DfE (2024) 'Keeping children safe in education 2024'

This policy operates in conjunction with the following trust policies:

- First Aid Policy
- Fire and Emergency Evacuation Policy
- Health and Safety Policy
- Child Protection and Safeguarding Policy
- CCTV Policy
- School Security Risk Assessment

2. Roles and responsibilities

The board of governors, or its delegated committee, will be responsible for:

- Ensuring this policy is implemented consistently.
- Working with the Headteacher to ensure all relevant policies and procedures are implemented and made available to hirers.
- Agreeing fair prices to charge for using the premises: these will reflect the condition of the facilities but remain competitive enough to be accessible to the wider community.
- Ensuring the costs of any bills, e.g.electricity and water, that may be attributed to the use of the premises are covered.
- Overseeing the marketing of the facilities to ensure their use is maximised.

The Headteacher will be responsible for:

- Ensuring compliance with the premises community use agreement.
- Acting as or appointing a designated premises supervisor.

- Working with the Facilities manager to assess whether or not the premises is suitable for hire in its current condition.
- Ensuring the school has the correct insurance for hiring out the premises.
- Checking the hirer has adequate public liability insurance.
- Accepting and rejecting applications to hire the premises.
- Working with the Facilities manager to ensure the premises is fit for use by hirers.
- Ensuring hirers familiarise themselves with any relevant policies and procedures, e.g. the First Aid Policy and Fire and Emergency Evacuation Policy.
- Reviewing and, where necessary, amending the school's Letting School Premises Risk Assessment to help ensure the safety of the hirer and their visitors.
- Reviewing the relevant safeguarding checks carried out by the hirer to ensure they comply with the requirements outlined in the Child Protection and Safeguarding Policy.

The Facilities manager will be responsible for:

- Ensuring the facilities and equipment requested are clean and in a good working condition for each hirer.
- Working with the hirers to ensure high levels of security are maintained.
- Maintaining and checking equipment to ensure the general upkeep of the site and its facilities.
- Organising any repairs and/or replacement of equipment.

Hirers will be responsible for:

- Ensuring the proper use of the facilities and equipment they have requested to use.
- Taking the necessary steps to ensure there is no damage to any equipment or furniture, or the building itself.
- Ensuring all related visitors and volunteers have signed in during their period of hire.
- Leaving the premises in a clean and tidy condition.
- Working with the Facilities manager to ensure that the premises is secure after use.
- Obtaining adequate public liability insurance.
- Providing the Headteacher with proof that they hold a current and relevant insurance policy.
- Obtaining all necessary safeguarding checks where required, e.g. DBS checks, and providing proof of this to the headteacher.
- Reading the Child Protection and Safeguarding Policy and other relevant safeguarding procedures, and ensuring they understand the rules and procedures detailed within.
- Informing the headteacher of the activities that will be undertaken on the premises and of any changes to these activities.
- Reviewing and adhering to the Letting School Premises Risk Assessment.

3. Applications

Potential hirers will contact the school at least two weeks before they wish to use the premises.

Prospective hirers can apply through an application form which will be submitted in writing to the School Business Manager or emailed to lettings@derbycathedralschool.org.uk. For regular hire, only one application form needs to be submitted; however, all the requested dates

will be noted. Hirers will explain their desired use of the premises when completing their application form.

After receiving an application to use the school's premises, the School Business Manager will speak to the Headteacher about whether the premises are suitable for the hirer's needs.

If the application is rejected, the School Business Manager will contact the applicant, either by telephone or email, to clarify the school's response and outline the reasons for rejection.

Once the application has been accepted, the school will take a deposit of 10% of the overall fee for hiring the premises; this deposit will be deducted from the final costs of hiring. Fees must be paid by bank transfer.

Sub-letting of any form is strictly prohibited. If the school receives any evidence pertaining to plans to sub-let the school premises, all bookings the hirer has made with the school will be cancelled.

If the school intends to sub-let part of the site to a commercial business, it will seek permission from the ESFA and complete a property information note (PIN).

4. Fees

The school requires a 10% percent deposit of the overall fee to be paid to the trust to secure a booking.

The remaining amount is to be paid at least one week before the requested booking date.

Hirers should give the school at least one week's notice if they wish to cancel their booking.

If the school receives inadequate notice of cancellation, the school may keep the hirer's deposit to account for any loss of earnings.

School staff reserve the right to refuse access to the premises hired if the whole fees have not been paid.

In the event any fees are outstanding after the hirer has used the premises, their organisation will be barred from using the school facilities until they have paid the full amount.

The school reserves the right to take legal action should any outstanding fees remain unpaid for 30 days after hiring.

Should any equipment, including items that have not been requested, be damaged, lost or stolen whilst under the hirer's care, the school reserves the right to charge for repairing or replacing the equipment.

Charges for Lettings

The following charges will apply to any lettings carried out in the school:

Location	Price per hour
Sports Hall / Field	£50
MUGA (per court)	£25
Theatre	£80
Drama Studio	£30
Lighting (includes engineer)	£40
Sound (includes engineer)	£40
Complete tech set up	£60
Classroom	£30

Invoices are payable in advance of the letting and all bookings will be subject to an SLA.

5. Health and safety

Risk assessments

The Facilities manager and School Business Manager will undertake relevant risk assessments for the suitability of the site before activities are carried out on the premises, to ensure the safety of the hirer and any additional visitors. Hirers will be required to conduct their own risk assessments for their activities and must provide a copy to the school on request.

Emergencies

In case of an emergency, the on-site telephones can be used to call the emergency services. All hirers will be advised to have access to at least one mobile telephone that can be used to call the emergency services, should the on-site telephones not be accessible.

First aid

The Facilities manager will check first aid kits daily to ensure their stock levels remain high and, where necessary, restock the first aid kits with the relevant items. The Facilities manager will show hirers where first aid kits are, should they be required. Hirers will be responsible for ensuring they have a trained first aider on site during the times they use the premises.

Fire safety

The hirer will familiarise themselves with the Fire and Emergency Evacuation Policy and other relevant risk assessments before using the premises. The Facilities manager will make copies of the trust's Fire and Emergency Evacuation Policy available to the hirer prior to the first hire date. The hirer will be shown the school's fire exits and evacuation points by the Facilities manager prior to the first hire date.

Smoking and alcohol

Smoking will not be permitted on the premises at any time. Alcohol will not be brought on to, or consumed on, the premises unless the school holds a licence to sell alcohol and this has been agreed in writing by the headteacher.

Parking

Hirers will park in the front visitors carpark only and will not have access through the secure barrier to the staff parking area.

6. Safeguarding

The school will ensure that appropriate arrangements are in place to keep children safe during the hiring out school premises and facilities. Organisations submitting a lettings request involving working with children and/or young people will submit a signed copy of their current Child Protection and Safeguarding Policy. The Governing Board will ensure there are arrangements in place to liaise with the organisation on these matters where appropriate.

The school will ensure safeguarding requirements are included in any transfer of control agreement, as a condition of use and occupation of the premises. Failure to comply with this will lead to termination of the agreement.

All hirers must state the purpose of the hire. Each application will be vetted by the DSL and any concerns will be reported to the Headteacher prior to approval.

When determining whether to approve an application; the Governing board will consider the following factors:

- The type of activity
- Possible interferences with trust activities
- The availability of facilities
- The availability of staff
- Health and safety considerations
- The trust's duties with regard to the prevention of terrorism and radicalisation
- Whether the letting is deemed compatible with the ethos of the trust

An application will not be approved if it:

- Is aimed at promoting extremist views.
- Involves the dissemination of inappropriate materials.

- Contravenes the statutory Prevent duty.
- Is likely to cause offence to public taste and decency (except where this is, in the opinion of the trust, balanced or outweighed by freedom of expression of artistic merit).

The headteacher will file an incident report form if they have reason to believe that the letting has been used for political purposes not previously authorised, the dissemination of inappropriate material or any other purpose that contravenes the Prevent duty.

Where an individual group is found to be promoting views in contravention of the trust's Prevent duty, the person or group is guilty of an offence, under the Education Act 1996, the trust will contact the police/school security who will remove the person or group from trust premises.

All hirers will read and review the school's Child Protection and Safeguarding Policy.

7. Using the site

The hirer will liaise with the Facilities manager to ensure the school remains secure before, during and after use.

Hirers will be given an emergency contact number for the Facilities manager in case of any security breach or emergency.

The premises will not be available to hirers after 8.30pm, to avoid any noise complaints from neighbouring residents and all hirers must have left the premises by 9pm.

The premises staff will remain on site until 9pm.

Keys or security codes will not be passed to any hirer or other person without written permission from the Headteacher.

The school uses a 'three strike rule' when handling complaints lodged against hirers; however, the school reserves the right to take more severe action depending on the nature of the complaint.

- Strike one – hirers will receive a verbal warning about their conduct on the property and be warned that repeated offences will result in their booking privileges being suspended.
- Strike two – hirers will receive a second verbal warning and a letter explaining that the school takes a zero-tolerance approach inappropriate behaviour. This letter will outline that any fines for the behaviour that the school is issued may be passed on to the hirer if there is sufficient evidence to do so.
- Strike three – the hirer will be barred from booking the school premises for any activity for a period of three months. The trust also expects the hirer to issue an apology to the school and complainant in writing.

If the school receives an allegation regarding an organisation or individual that has hired the school premises, the school will follow its usual safeguarding procedures and process for managing allegations, including informing the LA designated officer (LADO).

The use of public announcement systems and loudspeakers must be agreed with the Facilities manager, this agreement must include a maximum noise level which is not to be exceeded.

The school's car park is available to hirers during their time on the premises; however, the school will not accept responsibility for any loss, damage or accident that may occur whilst the car park is in use.

Hirers will only use the car parking spaces allocated and, should any additional spaces be required, the Facilities manager will find suitable spaces on the premises for additional parking.

In the event additional parking is required, the Facilities manager will ensure the school premises remain accessible to the emergency services, should they be required.

8. Equipment

Hirers will identify any equipment they require from the school and detail this in their application form; hirers must seek permission from the school to use any additional equipment once the form has been submitted.

Furniture and fittings will not be removed or interfered with in any way, unless permission has been granted by the Facilities manager or School Business Manager. In the event permission has been granted, the Facilities manager will oversee the move.

If a furniture move has been agreed, the hirer and Facilities manager will negotiate restoring the premises back to its original state.

Any damage to equipment, furniture or the building will result in the hirer being charged the cost of any repairs or replacements.

Any seating provided is limited to the number of chairs on the premises.

Hirers are allowed to bring their own equipment on to the premises; however, they will be required to acknowledge this in their application forms. All electrical equipment should be PAT tested.

The trust cannot be considered responsible if any of the hirer's equipment is damaged, stolen or lost whilst being used on the premises.

CCTV systems will be used to monitor events and identify incidents taking place whilst the premises are in use, in accordance with the trust's CCTV Policy.

Hirers will report any stolen or missing equipment to the site manager immediately.

Risk assessments for manual handling will be carried out by the Facilities manager in accordance with the Health and Safety Policy.

Food and drink may be prepared on the premises; however, hirers must seek direct permission from the trust.

The hirer will prepare food and drink in line with current food and hygiene regulations.

Hirers will be responsible for arranging any additional licences that are required to the nature of their activities, e.g. a music licence or licence to sell alcohol.

Hirers will not bring animals onto the premises without permission from the Headteacher.

July 2024

Premises application form

Name	
Address (for invoicing purposes)	
Organisation	
Contact number	
Email address	
Deposit amount	
Payment method	
Requirements	
Date of hiring	
Time of hiring	
Trust	
Room(s)	
Equipment needed	

Details of any equipment you will be using on the premises	
Purpose	
Details of the event	
Will you be working with children and/or young people? **If yes, have you attached a copy of your Child Protection Policy?**	
Expected attendance:	
By signing this document, I acknowledge that I have read, understood and agree to the terms of this Lettings Policy. I acknowledge that my signature confirms all the details in this application form are correct.	
Signed:	
Date:	

For office use only

Bank details given to hirer	
DCS risk assessment seen and signed by hirer	
Hirer's public liability insurance certificate seen	
Hirer's child protection policy seen (if appr)	
Hirer's Risk Assessment seen and signed by DCS FM and / or SBM	
Dates required booked in school diary	