

# Lettings Policy

Approved by	Full Governing Body
Responsible Governor	
Responsible Officer	Andrew Kilcoyne School Business Manager
Date Approved	19 <sup>th</sup> March 2024
Next Review Date	March 2025

## Statement of Intent

The Catholic High School, Chester aims to maximise the use of all its facilities. The intended purpose of the trust's facilities is to benefit the school community; however, the trust 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 trust 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.

### 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'
- [New] 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)
- [Updated] DfE (2023) 'Keeping children safe in education 2023'

This policy operates in conjunction with the following trust policies:

- First Aid Policy

- Fire Safety Policy
- Premises Management Policy
- Health and Safety Policy
- Child Protection and Safeguarding Policy
- Surveillance and CCTV Policy
- Manual Handling Policy
- Asbestos Management Policy

## 2. Roles and responsibilities

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

- Ensuring this policy is implemented consistently across the trust.
- 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 through the Business Manager will be responsible for:

- Ensuring compliance with the premises licence.
- Acting as or appointing a designated premises manager.
- Working with the premises manager to assess whether or not the premises is suitable for hire in its current condition.
- Ensuring the trust 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 site 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 Safety Policy.
- Ensuring the trust adheres to its Premises Management Policy.
- Reviewing and, where necessary, amending the trust'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 Premises manager through the lettings officer 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.
- Showing the hirers how to properly open the premises and secure and lock the premises after use.

- 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.
- Leaving the premises in a clean and tidy condition.
- Working with the lettings officer to ensure that the premises is secure after use.
- Obtaining adequate public liability insurance.
- Providing the relevant school employees 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. Objectives

- The aim of using the school facilities for lettings is threefold:
  - to generate income for the education of the students of the policy
  - to use for marketing for the school for prospective students and parents to see the facilities available for future education:
  - to enable the provision of community facilities, which benefit current and future students and their families.
- No facility will be let to any person or organisation for a purpose, which in the opinion of the school is inconsistent with the aims and values of the Catholic High School.
- No lettings will be subsidised from the resources provided for the education of the students.
- The provision on education and school activities will always take priority over any lettings and could lead to cancellation of bookings if there is a conflict.

### 4. Applications

Potential hirers will contact the trust through the school hire portal at the following link [The Catholic High School venue for hire in Chester - SchoolHire](#). This can be found on the school website, under About and Hire A Space

Prospective hirers can apply through the portal and all communication is done through that method, for audit purposes.

During this process, all information regarding

- Public Liability Insurance,
- Risk Assessments,

- First Aid Provision,
- DBS Checks where appropriate
- What activity the hiring is for

Once all this information has been provided then the letting will either be approved or not.

On rare occasions, bookings can be made “off line”, so that they are not using SchoolHire. This will only be for larger organisations or established hirers, who may not be able to make payments through card payments but through bank transfers. The original conversations that would not be done in Schoolhire would still be asking for the same information.

For significant long-term lettings, where there could be a need to engage legal services to draw up contracts, trustees and governors will be engaged with this whole process to ensure that they understand the full implications of the hire.

## 5. Fees

For bookings taken via the SchoolHire portal, payments will be made by credit/debit card, monthly in advance. These payments are taken as automatic card payments once the approval is in place.

Any “offline” bookings payments can be made via bank transfer. The fees will be the same for these as per “online” bookings.

Fees are stated on the school hire portal and are subject to prices rises in line with inflation and rising business costs. (See appendix 1)

If the school cancel a booking at any time prior to the booking, then the hirer is entitled to a 100% refund. This will be processed through the SchoolHire Portal, with the refund being reflected in the following payment.

If the hirer cancels a booking at least 6 hours prior to the booking, they will be entitled to a 100% refund. Any cancellation after this will be subject to no refund.

Lettings staff on behalf of the school reserve the right to refuse access to the premises hired if there are any outstanding fees on the hirer’s accounts.

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.

## 6. Health and Safety

The Hirer shall during the hiring be responsible for:-

- ensuring that appropriate policies and procedures are in place with regard to safeguarding children and child protection;
- taking all measures necessary to ensure that the permitted number of persons using the hired premises is not exceeded;

- for ensuring that the hired premises are efficiently and appropriately supervised and to ensure observance of the school's "No Smoking" policy;
- that all exit doors including fire doors in the hired premises are kept unfastened and unobstructed and that no obstruction is placed or allowed to remain in any corridor giving access to the hired premises;
- ensuring that all proper safety measures are taken for the protection of the users of the premises and equipment and the establishment's exit routes;
- familiarising themselves with the fire alarm positions, the locations of the firefighting equipment and the establishment's exit routes;
- the provision of a first aid kit.

At the start of the hire period it is recommended that you ensure all users of the premises are aware of the emergency procedures.

A plan of the premises is included in this hirers pack and there are "FIRE ACTION" notices displayed in every room throughout the school.

The Fire Assembly point is on the rear field.

Hirers are to provide their own risk assessment as part of the application process and no booking will be accepted without a completed risk assessment.

## 7. 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. Applications may be vetted by the DSL and any concerns will be reported to the Headteacher of School Business Manager prior to approval.

When determining whether to approve an application; the appropriate school employee will consider the following factors:

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

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 school, balanced or outweighed by freedom of expression of artistic merit).

The lettings officer on duty 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 school's Prevent duty, the person or group is guilty of an offence, under the Education Act 1996, the school will contact the police/school security who will remove the person or group from trust premises.

## 8. Using the Site

The hirer will liaise with the lettings officer to ensure the site remains secure before, during and after use.

Hirers will be given an emergency contact number (01244 956829) for the lettings office in case of any security breach or emergency.

The premises will not be available to hirers after 9:30pm, to avoid any noise complaints from neighbouring residents.

The lettings officer will remain on site until the last hirer has completed their session and all their users have left the school site ensuring the all hirers have left the site clean ready for the next day.

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

The trust uses a 'three strike rule' when handling complaints lodged against hirers; however, the trust 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 trust takes a zero-tolerance approach inappropriate behaviour. This letter will outline that any fines for the behaviour that the trust 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 trust premises for any activity for a period of two months. The trust also expects the hirer to issue an apology to the trust 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.

The use of public announcement systems and loudspeakers must be agreed with the lettings officer, this agreement must include a maximum noise level which is not to be exceeded. The use of smoke machines is not allowed.

The trust's car park is available to hirers during their time on the premises; however, the trust 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 lettings officer will find suitable spaces on the premises for additional parking.

In the event additional parking is required, the lettings officer will ensure the trust premises remain accessible to the emergency services, should they be required.

## 9. Equipment

Hirers will identify any equipment they require from the school prior to the letting and seek permission from the trust 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 site manager or headteacher. In the event permission has been granted, the site manager will oversee the move.

If a furniture move has been agreed, the hirer and lettings officer 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 and long term lettings may arrange with the school to store equipment between lettings.

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

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 prior permission from the school.

The school may agree, where possible, to store equipment for long term lettings. However the school do not accept and liability for any damage.

## 10. Monitoring and review

This policy will be reviewed **annually** by the trustees and local board of governors.

The scheduled review date for this policy is March 2025.

## Appendices

### Appendix 1 Price Listings April 2024

Facility ID	Category	Booking option	Booking option ID	Visible to	Day rate	%	Weekday (peak)	Weekday (off peak)	Weekend (peak)	Weekend (off peak)	VAT	Block booking exemption
1981	Artificial Pitches (2G/3G)	7-a-side (1/3 pitch)	2395	All	No	33	31.50		31.50		No	No
1981	Artificial Pitches (2G/3G)	9-a-side (1/2 pitch)	2400	All	No	50	47.25		47.25		No	No
1981	Artificial Pitches (2G/3G)	2 x 7-a-side (2/3 pitch)	2430	All	No	67	52.50		52.50		No	No
1981	Artificial Pitches (2G/3G)	11-a-side (full pitch)	2394	All	No	100	63.00		63.00		No	No
1982	Sports Halls	Half sports hall	2397	All	No	50	21.00		21.00		No	No
1982	Sports Halls	Full sports hall	2396	All	No	100	42.00		42.00		No	No
1983	Gymnasiums	Full gymnasium	2398	All	No	100	31.50		31.50		No	No
1984	Conference Rooms	Full conference room	2399	All	No	100	21.00		21.00		No	No
1985	Halls	Full main hall	2390	All	No	100	42.00		42.00		No	No
1986	Lecture Theatres	Full lecture theatre	2391	All	No	100	57.75		57.75		No	No
1987	Dance Studios	Full dance studio	2392	All	No	100	26.25		26.25		No	No
1988	Dining Halls	Full dining hall	2393	All	No	100	31.50		31.50		No	No
1989	Football Pitches	Full junior pitch (Sep - Apr)	2401	All	No	100	26.25		26.25		No	No
1991	Football Pitches	Full 11-a-side pitch	2403	All	No	100	26.25		26.25		No	No
1992	Classrooms	Full classroom	2404	All	No	100	21.00		21.00		No	No
1999	Classrooms	Full IT room	2411	All	No	100	31.50		31.50		No	No
2102	Music Rooms	FULL ROOM	2534	All	No	100	21.00		21.00		No	No

## Appendix 2 Lettings Agreement

THE CATHOLIC HIGH SCHOOL, CHESTER

LETTING OF EDUCATIONAL PREMISES

INFORMATION FOR HIRERS

- Letting Agreement (Conditions of Hire)
- Health and Safety
- Site Security
- Risk Assessment – Lettings and Users of Educational Premises
- Emergency Contacts
- Discovery of Fire in the Building

## THE CATHOLIC HIGH SCHOOL, CHESTER

### Health, Safety and Security

#### LETTING OF EDUCATIONAL PREMISES

You are respectfully reminded that the Hirer shall during the hiring be responsible for:-

- For ensuring that appropriate policies and procedures are in place with regard to safeguarding children and child protection;
- taking all measures necessary to ensure that the permitted number of persons using the hired premises is not exceeded;
- for ensuring that the hired premises are efficiently and appropriately supervised and to ensure observance of the school's "No Smoking" policy;
- that all exit doors including fire doors in the hired premises are kept unfastened and unobstructed and that no obstruction is placed or allowed to remain in any corridor giving access to the hired premises;
- ensuring that all proper safety measures are taken for the protection of the users of the premises and equipment and the establishment's exit routes;
- familiarising themselves with the fire alarm positions, the locations of the firefighting equipment and the establishment's exit routes;  the provision of a first aid kit

At the start of the hire period it is recommended that you ensure all users of the premises are aware of the emergency procedures.

A plan of the premises is included in this pack and there are "FIRE ACTION" notices displayed in every room throughout the school. The Fire Assembly point is on the rear field.

Please contact the school in advance if you are cancelling any session so that appropriate security arrangements can be made.

#### DURING SESSIONS:

Ensure staff and participants respect the school's premises and equipment;

No drinks or food in the Hall - ensure that bottled drinks are not left in rooms or hallway after session;

Ensure participants do not enter the building until Hirers arrive, even if they are able to enter the building because school staff may still be on site; Ensure participants do not stray outside designated area.

AT THE END OF THE SESSION:

Ensure all areas are left tidy and that all rubbish is picked up and disposed of properly.

Put away any equipment used.

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## RISK ASSESSMENT: Lettings and Users of educational premises

### Introduction

Responsibilities for short-term hiring or leasing and for shared use of educational premises have been set out by in the school's Lettings Policy. When the premises are used for purposes not under the direction of the Headteacher the health and safety responsibility lies with those in charge of the activities conducted within the building and this is established as part of the Contract or Hire Agreement. The Headteacher (or delegated member of staff) will ensure that hirers and others who use the school premises are aware of their responsibilities and carry out their operations in such a manner that all statutory and advisory safety requirements are met. When the school premises or facilities are used either in or out of normal school hours for a school-sponsored activity the organiser of the activity will be responsible to the Headteacher for meeting these requirements.

The key areas that Hirers or Organisers of activities should include in their Risk Assessment include:

- Use of an appropriate safe place for the activity to take place including safe means of entry and exit;
- Appropriate policies and procedures with regard to safeguarding children and child protection;
- Use of safe equipment, plant and systems of work that are appropriate to safe and healthy working conditions (or safe execution of the activity);
- Safe arrangements for the handling, storage, movement of articles and substances including Personal Protective Equipment if required;
- Supervision, training and instruction so that the activity can be performed in a safe and healthy manner; □ Sufficient provision for accident (first aid) and welfare

Hirers or Organisers of activities are expected to evidence that their organisation has appropriate Insurance cover, Risk Assessment and DBS clearance for the activity to take place on school premises. A signed Lettings Agreement sets out binding Conditions of Hire. The school will provide a copy of this Risk Assessment, instructions for Discovery of Fire, Emergency Evacuation and in the event of a Bomb Threat. A plan of the school will also be supplied.

## Review and Revision

The following hazards have been identified as likely to arise on school premises during a letting of school premises. Review is on-going as part of the Governors Security and Health and Safety Audits. Therefore, where other hazards are identified, they will be added to this Risk Assessment and control measures prioritised and implemented.

Monitoring of the control measures devised from the risk assessment will need to be undertaken to ensure that they are working in practice. The behaviour of both organisers and participants during the Hire Period on school premises must also be monitored. Any deviation from the agreed control measures must be dealt with to ensure that safety is maintained on school premises.

Hazard	Who may be harmed	Control measures
Fire risk	Any person organising or participating in an activity not under the direction of the Headteacher	<ul style="list-style-type: none"> <li>• The Catholic High School, Chester has completed a Fire Risk Assessment of the building</li> <li>• Emergency Exits are well signposted around the building and must not be locked or obstructed; Emergency Equipment (e.g. fire extinguishers) are serviced as per Statutory requirement;</li> <li>• A Fire Alarm Call Point is accessible in all areas;</li> <li>• The whole school site is a No Smoking area;</li> <li>• Hirers and school staff organising activities are instructed in Emergency Evacuation procedures and are responsible for making all participants aware of Emergency Evacuation procedures at the start of each Hire period;</li> <li>• Hirers and school staff organising activities will have access to a mobile telephone at all times</li> </ul>

<p>Vehicle and Pedestrian accident</p>	<p>Pedestrians arriving or leaving site. Drivers arriving or leaving site either as participants or to drop off or collect participants. Organisers of activities loading or unloading equipment for the event.</p>	<ul style="list-style-type: none"> <li>• The Catholic High School, Chester has completed a Vehicle and Pedestrian Safety on School Premises Risk Assessment</li> <li>• Drivers must exercise extreme caution when pedestrians are in the same area;</li> <li>• Pedestrians must be encouraged (or supervised) to behave in a sensible manner when arriving or leaving the premises;</li> <li>• Drivers arriving to drop off or collect participants should be made aware of possible congestion problems and encouraged to park their vehicles a short distance away from the school;</li> <li>• Organisers should load/unload equipment from an appropriate area not in conflict with pedestrian movement</li> </ul>
<p>Accident resulting from unsafe equipment, plant or systems of work used in the event/activity</p>	<p>Organisers Participants</p>	<ul style="list-style-type: none"> <li>• The Catholic High School, Chester completes a Risk Assessment specific for each school event/activity organised</li> <li>• School activities are Co-ordinated by a member of staff and are approved by the Headteacher;</li> <li>• All plant and school equipment is regularly serviced and tested as per Statutory requirement;</li> <li>• Hirers use school equipment only by prior agreement and at their own risk;</li> <li>• Hirers should complete a risk assessment for the event/activity;</li> <li>• Hirers should ensure that their equipment is well maintained and appropriate to the task being undertaken;</li> <li>• Staff should be aware of risk (i.e. safe working at heights, manual handling) and instructed accordingly to minimise risk;</li> <li>• Personal Protective Equipment (i.e. gloves, goggles etc.) should be used as recommended;</li> <li>• Staff should be trained or instructed in the operation of equipment;</li> <li>• Staff should be trained so that the activity can be performed in a safe and healthy manner</li> </ul>

## THE CATHOLIC HIGH SCHOOL, CHESTER

### DISCOVERY OF FIRE IN THE BUILDING:

Immediately operate the nearest Break Glass Fire Alarm point.

- (1) Get everyone quickly out of the building in an orderly manner by the nearest available exit. Follow the green EXIT signs and arrows to the designated Fire Assembly point which is on the rear field at the rear of the school.
- (2) Check that no-one is left behind.
- (4) Call the Emergency Services 999.
- (5) If appropriate and steps 1 – 3 have been successfully actioned, use fire-extinguishing equipment to aid escape if required.

DO NOT stop to collect personal belongings DO NOT run

DO NOT re-enter the building until told it is safe to do so by the Emergency Services.

Staff should make themselves aware of alternative routes and exits from the building.

Staff Members (the Hirer's staff) should take charge of the evacuation and ensure as far as possible that:

All occupants have left the room and any adjoining store and toilet area.

Doors and windows are closed.

Lights, equipment and appliances are switched off.

A personnel check is made at the Fire Assembly point and the Emergency Services informed of any concerns.

At all times staff should be aware of changes to conditions and listen for appropriate instructions. Staff must be aware that their expected escape route might become unavailable, either because of severe congestion or because of the location of the fire itself. Staff should make themselves aware of alternative routes and exits from the building.