



Durham &
Newcastle
Diocesan
Learning
Trust

Durham and Newcastle Diocesan Learning Trust (DNDLT)

Company Number 10847279

"Every child matters and no child is ever left behind..."

"Let the little children come to me, and do not stop them;
for it is to such as these that the kingdom of God belongs."

Luke 18:15-17

Lettings Policy

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Responsible Officer: COO

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Vision and Statement of intent

At the heart of our vision is our commitment to ensure all of our schools are places where children and young people develop and thrive academically, socially, culturally and spiritually. The drive for excellence and effectiveness in our schools is paramount, but not merely because the Government says so. The enabling of every child to flourish in their potential as a child of God is a sign and expression of the Kingdom and is at the heart of the Trust's distinctive mission. This vision statement will be taken into account in all of our policies and their implementation

Durham and Newcastle Diocesan Learning Trust (DNDLT/ the Trust) aims to maximise the use of all its academies and their facilities. The intended purpose of the academies' facilities is to benefit the school community; however, the Trust understands that extending the use of the premises to the wider community occasionally provide an advantage to the clubs and groups who will use our facilities.

The Trust endeavours to positively contribute to increasing participation in sport and physical activity 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

1.1. 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

1.2. 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) 'The Prevent duty'
- HMRC (2020) 'Land and property (VAT Notice 742)'
- HMRC (2019) 'Education and vocational training' (VAT Notice 701/30)
- DfE Keeping children safe in education 2024

1.3 This policy operates in conjunction with the following trust and school policies:

- First Aid and Accident Reporting Policy
- Health and Safety Policy
- Child Protection and Safeguarding Policy
- Asbestos Management Plan
- Fire risk assessment

2. Roles and responsibilities

2.1. The academy council is responsible for:

- Overseeing the marketing of the facilities to ensure their use is maximised.
- Working with the Head Teacher and the Trust 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 that the costs of any bills, e.g. electricity and water, that may be attributed to the use of the premises are covered.

2.2. Head Teachers are responsible for:

- Ensuring compliance with the premises licence.
- Acting as or appointing a designated premises supervisor.

- Working with the Trust to assess whether or not the premises are suitable for activity in their current condition.
- Ensuring the Trust has the correct insurance (or is covered under the RPA) for hiring out the premises for the intended purpose.
- Checking the hirer has adequate public liability insurance.
- Working with the caretaker to ensure the premises is fit for use by hirers.
- Ensuring hirers familiarise themselves with any relevant academy policies and procedures, e.g. the First Aid Policy and Fire Safety Policy.
- Ensuring the academy adheres to its Premises Management Policy.
- Reviewing and, where necessary, amending the academy'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 Trust's and academies' policies.
- Accepting and rejecting applications to hire the premises.

2.3. The caretaker is 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 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.

2.4. Hirers are 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 caretaker to ensure that the premises are secure after use.
- Obtaining adequate public liability insurance to a minimum of £5 million unless expressly agreed otherwise with the Trust that a lower level is adequate, such decision will be solely at the Trust's discretion and risk assessment based on the proposed use.
- Providing the headteacher with proof that they hold a current and relevant insurance policy.
- Obtaining all necessary safeguarding checks for all activities involving children, e.g. DBS checks, and providing proof of this to the headteacher.
- Reading the academy's safeguarding policies and procedures and ensuring they understand the rules and procedures detailed within.

- Informing the headteacher and Trust of the activities that will be undertaken on the premises.
- Reviewing and adhering to the academy's Letting School Premises risk assessment.

3. Emergencies and health and safety

- 3.1. The caretaker and headteacher will undertake relevant risk assessments 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.
- 3.2. 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.
- 3.3. The caretaker will check first aid kits regularly (at least twice a week) to ensure their stock levels remain high and, where necessary, restock the first aid kits with the relevant items.
- 3.4. The caretaker will show hirers where first aid kits are, should they be required.
- 3.5. Hirers will be responsible for ensuring they have a trained first aider on site during the times they use the premises
- 3.6. Smoking is not permitted on the premises at any time.
- 3.7. Alcohol will not be brought on to, or consumed on, the premises unless the academy holds a licence to sell alcohol and this has been agreed in writing with the headteacher.
- 3.8. The hirer will familiarise themselves with the Fire Safety Risk Assessment and other relevant risk assessments before using the premises. The headteacher will make copies of the trust's Fire Safety Policy available to the hirer prior to the first hire date. The hirer will be shown the trust's fire exits and evacuation points by the site manager prior to the first hire date.
- 3.9. The headteacher will make copies of the academy's fire evacuation plan available to the hirer on arrival at the academy.
- 3.10. The hirer will be shown the academy's fire exits and evacuation points by the caretaker on arrival.

4. Managing asbestos

- 4.1. Hirers will be provided with a copy of the school's Asbestos Management Policy where applicable before using the site.
- 4.2. An asbestos management survey has been carried out and the school has made an asbestos management plan (AMP) where applicable these will be shown to hirers.
- 4.3. The caretaker will inform the hirer of any asbestos containing materials (ACMs) that have been identified and how they could be damaged or disturbed. **Hirers** will

receive the correct information and instructions and will be clear on what precautions to take.

- 4.4. Risk assessments will be conducted of the areas to let, to ensure no ACMs will be disturbed.
- 4.5. If the school finds there has been, or may have been, an unplanned disturbance of asbestos after the facilities have been hired, the following action will be taken:
 - All activities will stop, and everyone will be evacuated from the affected area
 - Staff, pupils and visitors will not be allowed to re-enter the affected areas until any necessary remedial action has been taken
 - Items, including equipment, books or personal belongings, will not be moved from the area
 - Advice will be sought from an asbestos expert regarding remedial action
- 4.6. School must check with Citation and the Central team to establish if an incident is minor. Unless the incident is minor, the school will notify the HSE, as this is a legal requirement under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013.
- 4.7. Anyone who has come into contact with asbestos, and is concerned about their exposure, will be advised to contact their GP.
- 4.8. The school's AMP will detail the procedures for staff to follow in the event of an incident, and this will be communicated to all staff.
- 4.9. Any incidents involving the disturbance of, and exposure to, asbestos will be recorded appropriately and dealt with in line with the school's incident reporting procedures.

5. The lettings process

- 5.1. Potential hirers will contact the academy at least **two weeks** before they wish to use the academy premises.
- 5.2. Prospective hirers can apply through an application form (attached) which will be submitted in writing or by email to the academy office
- 5.3. For regular hire, only one application form needs to be submitted; however, all the requested dates should be noted.
- 5.4. Hirers will explain their desired use of the premises when completing their application form.
- 5.5. After receiving an application to use the academy's premises, the Head Teacher will decide whether the premises are suitable for the hirer's needs. If there is any doubt or if the hiring is unusual for the school the Head Teacher can discuss with the Central Team.
- 5.6. If the application is rejected, the headteacher will contact the applicant, either by telephone or email, to clarify the academy's response and outline the reasons for rejection.

- 5.7. Once the application has been accepted, the academy will take a deposit of 10 percent of the overall fee for hiring the premises; this deposit will be deducted from the final costs of hiring.
- 5.8. Fees can be paid via cheque or bank transfer. The hirer will state how they intend to pay in their application form.
- 5.9. Sub-letting of any form is strictly prohibited. If the Trust receives any evidence pertaining to plans to sub-let the academy premises, all bookings the hirer has made with the Trust will be cancelled.
- 5.10. In the unlikely event that the academy intends to sub-let any part of the site to a commercial business, it will seek express permission from the Trust board, the DfE and complete a land school transaction proposal <https://www.gov.uk/guidance/submit-a-school-land-transaction-proposal#gco> The academy should note this policy may not suitably cover long term lettings and a further licence to occupy or sub lease may be required. The Trust will confirm this when issuing its consent.

6. VAT

- 6.1. Letting out facilities will generally be standard-rated, although the letting will be VAT exempt in certain circumstances, provided the trust has not opted to tax. These circumstances include:
 - A single, continuous let period of over 24 hours to the same individual.
 - A let of a series of sessions to the same individual where:
 - The series is of at least ten sessions.
 - Each session is for the same sport or activity.
 - Each session is in the same place.
 - The interval between each session is at least 1 day, but not more than 14 days.
 - The series is paid for as a whole with written evidence to that fact.
 - Where the trust will be providing education free of charge.

7. Safeguarding

- 7.1. Organisations submitting a lettings request involving working with children and/or young people will submit a signed copy of their current Child Protection Policy.
- 7.2. All hirers must state the purpose of the hire. Each application will be vetted by the designated safeguarding lead and any concerns will be reported to the Trust prior to approval.
- 7.3. When determining whether to approve an application; the Trust 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 Trust's duties with regard to the prevention of terrorism and radicalisation
- Whether the letting is deemed compatible with the ethos of the school

7.4. 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).

7.5. 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.

7.6. Where an individual group is found to be promoting views in contravention of the academies 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 school premises.

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

8. Fees

8.1. The Trust requires a 10 percent deposit of the overall fee to be paid to the academy to secure a booking.

8.2. The remaining amount is to be paid before or on the requested booking date.

8.3. Hirers should give the academy at least 5 days' notice if they wish to cancel their booking.

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

8.5. Academy staff, on behalf of the Trust, reserve the right to refuse access to the premises hired if the whole fees have not been paid.

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

- 8.7. DNDLT reserves the right to take legal action should any outstanding fees remain unpaid after they fall due.
- 8.8. Should any equipment, including items that haven't been requested, be damaged, lost or stolen whilst under the hirer's care, the Trust reserves the right to charge for repairing or replacing the equipment.

9. Using the site

- 9.1. The hirer will liaise with the caretaker to ensure the academy remains secure before, during and after use.
- 9.2. Hirers will be given an emergency contact number for the caretaker in case of any security breach.
- 9.3. The academy premises are closed after 10:00pm to avoid any noise complaints from neighbouring residents.
- 9.4. The caretaker will remain on site until 6:00pm to hand over control of the premises to the first hirer of the evening.
- 9.5. Keys/security codes will not be passed to any hirer or other person without written permission from the Head Teacher who will first discuss and seek consent of the CEO.
- 9.6. The caretaker will return to the site before the last hirer leaves, to ensure the site is clean and secure ready for the next day.
- 9.7. The academy uses a 'three strike rule' when handling noise complaints lodged against hirers.
 - Strike one – hirers will receive a verbal warning about their conduct on the academy 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 academy takes a zero-tolerance approach to any excess noise. This letter will outline that any fines for noise that the academy 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 academy premises for any activity for a period of two months. The Trust also expects the hirer to issue an apology to the academy and complainant in writing, failure to do so will result in the hirer being barred from further bookings.
- 9.8. The use of public announcement systems and loudspeakers must be agreed with the headteacher and caretaker, this agreement must include a maximum noise level which is not to be exceeded.
- 9.9. The academy's car park (where applicable) is available to hirers during their time on the premises; however, the Trust and academy will not accept responsibility for any loss, damage or accident that may occur whilst the car park is in use.
- 9.10. Hirers will only use the car parking spaces allocated.

- 9.11. In the event additional parking is required, the caretaker and the hirer will ensure the academy premises remain accessible to the emergency services, should they be required.

10. Equipment

- 10.1. Hirers will identify any equipment they require from the academy and detail this in their application form; hirers must seek permission from the Trust to use any additional equipment once the form has been submitted.
- 10.2. Furniture and fittings will not be removed or interfered with in any way, unless permission has been granted by the caretaker or headteacher. In the event permission has been granted, the caretaker will oversee the move.
- 10.3. If a furniture move has been agreed, the hirer and caretaker will negotiate restoring the premises back to its original state.
- 10.4. Any damage to equipment, furniture or the building will result in the hirer being charged the cost of any repairs or replacements.
- 10.5. Any seating provided is limited to the number of chairs on the premises.
- 10.6. Hirers are allowed to bring their own equipment on to the premises; however they will be required to acknowledge this in their application forms.
- 10.7. The Trust and academy cannot be considered responsible if any of the hirer's equipment is damaged, stolen or lost whilst being used on the premises.
- 10.8. CCTV systems will be used to monitor events and identify incidents taking place whilst the premises are in use, in accordance with the academy's CCTV Policy.
- 10.9. Hirers will report any stolen or missing equipment to the caretaker immediately.
- 10.10. Risk assessments for manual handling will be carried out by the headteacher and caretaker in accordance with the academy's Manual Handling Policy.
- 10.11. Food and drink may be prepared on the premises; however, hirers must seek direct permission from the Trust.
- 10.12. The hirer will prepare food and drink in line with current food and hygiene regulations.
- 10.13. 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.
- 10.14. Hirers will not bring animals onto the premises without permission from the headteacher

11. Data Protection

- 10.1 The school will adhere to the Trust Data Protection Policy at all times.
- 10.2 The Head Teacher will undertake the necessary enquiries and due diligence to ensure the hirer is compliant with data protection legislation where appropriate.

10.3 The Head Teacher will ensure that the hirer's information is only processed in accordance with the UK GDPR and Data Protection Act 2018.

12. Monitoring and review

12.1. This policy is reviewed bi-annually by the board of Trustees of DNDLT and the headteacher.

Premises application form

Name:	
Address (for invoicing purposes):	
Organisation:	
Contact number:	
Email address:	
Deposit amount:	
Payment method:	
Requirements	
Date of hiring:	
Time of hiring:	
Academy:	
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: