

St Mary's Catholic Primary School

Lettings Policy

Introduction

The governing body regards the school buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible. However, the overriding aim of the Governing Body is to support the school in providing the best possible education for its pupils in accordance with the Catholic ethos of the school, and any lettings of the premises to outside organizations will be considered with this in mind.

The school's delegated budget (which is provided for the education of its pupils) will not be used to subsidise any lettings by community or commercial organisations. A charge will be levied to meet the additional costs incurred by the school in respect of any lettings of the premises. As a minimum, the actual cost to the school of any use of the premises by an outside organisation must be reimbursed to the school's budget.

Definition of a Letting

A letting may be defined as "any use of the school premises (buildings and grounds) by either a community group or a commercial organization".

A letting must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

Use of the premises for activities such as staff meetings, Governing Body meetings, parents meetings and extra-curricular activities of pupils supervised by staff fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school's delegated budget and such uses take priority over any letting arrangements.

Any letting is non-exclusive and the school may enter and remain on the part of the premises that are subject to a letting at any time.

Lettings and Licence arrangements

(i) A letting is defined as "any use of the school premises (buildings and grounds) by either a community group (such as a local music group or football team), or a commercial organisation (such as the local branch of 'Weight Watchers')".

A letting must not interfere with the primary activity of the school, which is to provide a high standard teaching and learning environment for all its pupils.

Lease arrangements and Partnership Agreements are subject of separate policy guidance. Licence arrangements may be set up when there is an educational purpose to the agreement.

Use of the premises for activities such as staff meetings, parents' meetings, Governing Body meetings, out of school hours learning / study support activities or any other extended services which support the raising of attainment and achievement, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school's delegated budget.

(ii) A licence agreement may be set up if the licence satisfies the terms of the Trust Deed of the Diocese - i.e. that a building and the grounds of the school be used for educational purposes by an organisation undertaking a licence arrangement with the Diocese and School - e.g. the setting up of a breakfast and after school club that will

help sustain the school in terms of the extended services it can offer to the parents of its pupils. The School must adequately cover its costs by charging the organisation undertaking the licence arrangement running and insurance costs; such costs should be based upon 'floor area' ratings and *not* subsidise the organisation from the school budget.

Charges for a Letting

The Governing Body is responsible for setting charges for the letting of the school premises. A charge will be levied which covers the following

- Cost of services (heating and lighting)
- Cost of staffing (additional security, caretaking and cleaning)
- Cost of "wear and tear"
- Cost of use of school equipment (if applicable)
- Profit element (if appropriate)

The specific charge levied will be reviewed annually (or when appropriate) by the Finance Committee of the Governing Body for implementation from the beginning of the next financial year (1 April).

Current charges will be provided in advance of any letting being agreed.

Management and Administration of Lettings

The Headteacher is responsible for the management of lettings, in accordance with the Governing Body's policy. Where appropriate, the Headteacher may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

If the Headteacher has any concern about whether a particular request for a letting is appropriate or not, she will consult with the Chair of Governors who is empowered to determine the issue on behalf of the Governing Body. In making any decision as to whether a particular request for a letting should proceed the Headteacher and Chair of Governors must have regard to the nature of the organisation seeking the letting and the proposed use of the premises in the light of the school's status as part of the Roman Catholic Church in accordance with the Trust Deed of the Archdiocese of Birmingham.

Administrative Process

Organisations seeking to hire the school premises should approach the Headteacher who will identify their requirements and clarify the facilities available.

A school Letting Request Form should be completed at this stage. The Governing Body has the right to refuse an application, and no letting should be regarded as booked until the approval has been given in writing. No public announcement of any activity or function taking place should be made by the organization concerned until the booking has been confirmed.

Once a letting has been approved by the Headteacher, a letter of confirmation will be sent to the hirer, setting out full details of the letting and enclosing a copy of the terms and conditions and the Hire Agreement. The letting should not take place until the signed agreement has been returned to school.

The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the Governing Body's current scale of charges.

The hirer should be a named individual and the agreement should be in their name, giving their permanent private address.

All lettings fees which are received by the school will be paid into the school's bank account, in order to offset the cost of services, staffing etc (which are funded from the school's delegated budget).

Income and expenditure associated with lettings will be regularly monitored to ensure that at least a "break-even" situation is being achieved.

Terms and Conditions for the Hire of 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 this letting.

Status of the Hirer

Lettings will not be made to persons under the age of 18, or to any organisation or group the activities of which, in the opinion of the Governing Body conflict with the principles or doctrines of the Roman Catholic Church.

The hire agreement is personal to the Hirer only, and nothing in it is intended to have the effect of exclusive possession of any part of the school to them or creating any tenancy between the school and the Hirer.

Persons may have to undergo, at the discretion of the Governing Body, a criminal record check via the Disclosure and Barring Service (DBS).

If a particular letting involves contact with the school's pupils, all personnel involved must be checked through DBS and undergo a DBS check, in accordance with Home Office guidance.

These checks must be made by prior arrangement with the Headteacher, with at least half a term's notice in advance to ensure that the checks can be carried out in time.

Any adults working with the school's pupils (for example, at an after school sports club) must be appropriately qualified.

Priority of Use

The Headteacher will resolve conflicting requests for the use of the premises, with priority at all times being given to school functions.

Attendance

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

Insurance

The Hirer warrants the Governing Body 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 used), and/or loss of or damage to property, including the hired premises. The minimum limit for this insurance limit is £5,000,000.

The Hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.

Damage, Loss or Injury

The Governing Body will not be responsible for any injury to persons or damage to property arising out of the letting of the premises.

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/pupil ratio at all times.

Own Risk

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

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 property or premises arising from the letting, the Hirer shall pay the cost of any reparation required.

School Equipment

Permission to use school equipment must be sought on the Lettings Request form.

Responsible adults must supervise the use of any equipment which 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.

Electrical Equipment

Any electrical equipment brought by the Hirer onto the school site must comply with the LA code of practice for portable electrical appliance equipment. Equipment must have a certificate of safety from a qualified electrical engineer or be inspected by the LA. The intention to use any electrical equipment must be notified on the Lettings Request form.

Car Park Facilities

Subject to availability, these may be used by the Hirer and other adults involved in the letting.

Toilet Facilities

Access to the school's toilet facilities must be requested on the Lettings Request form if it is to be included as part of the hire arrangements.

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, such as the provision of First Aid training for supervising personnel, and the provision of a First Aid

kit, particularly in the case of sports lettings. Use of the school's resources is not available.

Fire Regulations

The person responsible for the security of the premises before, during and after the hire will explain the fire procedures to the Hirer. The advice will specifically relate to the emergency evacuation procedures, fire alarm points and fire fighting equipment, assembly points and roll call of personnel, location of telephone and how to summon the fire brigade and emergency services.

Food and Drink

No food or drink may be prepared or consumed on the premises without the permission of the Governing Body, in line with food hygiene regulations. All litter must be placed in the bins provided.

Intoxicating Liquor and Drugs

No intoxicants shall be brought on the premises, unless the drugs are necessary medical drugs. In the case of medical drugs being brought onto the premises the Hirer must ensure that medicines are stored safely.

Smoking

The whole of the school premises is a non-smoking area, and smoking is not permitted.

Heels and Shoes

No stiletto or any type of thin heel is to be worn.

If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the premises.

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 Governing Body against all sums of money which it may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

Sub-letting

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

Charges

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

Variation of Scales and Charges and Cancellations

The Hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by the Governing Body on an annual basis) and the letting may be cancelled, provided that in each circumstance 28 days notice either way is given.

It is the Hirer's responsibility to notify parents in writing (where appropriate) of any changes in dates or venues at least a week in advance.

Security

The Governing Body will determine if a nominated person from the school is required on site when the premises are being used. If not, a responsible person will be nominated as a key holder. Only allocated key holders may operate the security system. Keys should not be passed to any other person without the permission of the Governing Body.

The cost of any security and cleaning of the premises after its use will be included in the charge for the letting.

Conclusion of the Letting

The Hirer shall at the end of the letting 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 cost may be charged.

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 they are collected by a responsible adult. In the event of an emergency, occupants must leave the school by the nearest exit and assemble on the playground next to the Activity Trail area.

The Hirer must have immediate access to participant's emergency contacts and may use the phone in the school office (if available) in the event of an emergency. It is important the Hirer has a working mobile phone on their person at all times for Emergency use.

Hirers are responsible for familiarising themselves with emergency exits and must ensure that participants are aware of evacuation procedures.

Termination

The Governing Body may give the Hirer notice to end the Hire Agreement immediately if the Hirer fails to comply with any of the provisions in these Terms and Conditions. The ending of the Hire Agreement does not cancel the any outstanding obligation of the Hirer to the Governing Body.

Promotional Literature/newsletters

A draft copy of the literature being distributed to participants or through the school must be sanctioned by the Headteacher a week prior to distribution by the Hirer.

The school's role must be recognised in writing such information.

Approved Finance Committee November 2023

St Mary's Catholic Primary School

Lettings Request Form

Name of Applicant	
Address	
Telephone No	
Mobile No	
Email	
Name of Organisation	
Activity of Organisation	

Details of premises requested (Hall, Playground, Toilets, Dining Room etc)	
Day(s) of week requested	
Start Time	
Finish Time <small>(please allow time for preparation and clearing up)</small>	
Date(s) requested	

Use of School equipment requested: (please specify)	
Details of electrical equipment to be brought:	

Maximum number of participants	
Age Range of Participants	
Number of Supervising Adults	
Relevant Qualifications of above adults	

I confirm that the information given in this form is correct and agree to the Lettings Policy, a copy of which I have received and read

Signature of Applicant _____ Date _____

Letting Approved _____ Date _____

St Mary's Catholic Primary School

Hire Agreement

1.	The Governing Body of St Mary's Catholic Primary School, Vivian Road, Harborne, Birmingham, B17 0DN
2.	The Hirer Address Telephone
3.	Areas of the School to be used:
4.	Specific Nature of Use:
5.	Maximum Attendance:
6.	Details of any School Equipment to be used:
7.	Date(s) of hire:
8.	Period(s) of hire:
9.	Fee (per hour or per session) : £15
10.	The Governing Body agrees to hire the premises to the Hirer on the date(s) and for the period(s) above, upon payment of the fee specified.
11.	The Hirer accepts all the conditions of hire as set out in the attached Terms and Conditions Document.
12.	The Hirer's attention is specifically drawn to the indemnities contained in the Hire Conditions and the need to obtain suitable insurance cover for any loss, damage or injury.

Signatures

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(The Hirer)

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(On behalf of the Governing Body of St Mary's
Catholic Primary School)