



# St Joseph's Catholic Primary School

## *Lettings Policy*

Date ratified by Governors:	Autumn 2022
Date of next review of the policy:	Autumn 2024
This policy is reviewed:	2 Years

### **Learn together and grow in God's love**

Aspiration - Compassion - Community - Faith - Respect – Responsibility



## Table of Contents

Introduction.....	4
Section 1: Type of Lettings .....	5
Section 2: Lettings Agreement .....	5
Section 3: Permitted / Not Permitted Activities.....	5
Section 4: Responsibilities of the Hirer .....	5
Section 5: Responsibilities of St Joseph’s Primary School .....	6
Section 6: Risk Assessments .....	6
Section 7: Insurance .....	6
Section 8: Charges and security Deposits.....	6
Section 9: Cancellations.....	6
Section 10: Complaints.....	7
Section 11: Declaration of Interest.....	7
Section 12: Criteria for the approval of requests for hire .....	7
Section 13: Financial Accounting.....	8
Section 14: Appendix 1 – Hire Application Form.....	9
Section 15: Appendix 2 – Conditions of Hire .....	11

## Introduction

This policy lays down the criteria for the approval or otherwise of a request for hire and lays down a schedule of charges to be made for the hiring of specific areas of the school buildings.

Continuous lets (i.e.; more than 6 weeks) may be subject to a separately negotiated agreement. The Headteacher and the Chair have delegated authority to agree negotiated terms which will be reported back to the governing body as appropriate.

In exceptional cases, the headteacher, with the approval of the Chair of Governors may remit or reduce hire charges. The Chair will report back to the Governing Body any decisions taken under this delegated authority.

The Governing body, on the advice of the school Headteacher, will agree what school facilities and equipment will be let to a 3<sup>rd</sup> party. If the facilities or equipment are not listed on the schedule of charges, then terms may be negotiated with the headteacher, subject to the approval of the Chair of Governors.

## Section 1: Type of Lettings

- Single lettings are those where an individual or organisation wishes to hire facilities on a one off basis.
- Continuous lettings are those that operate for more than 6 weeks.

## Section 2: Lettings Agreement

- All lettings (single, continuous or zero charge) must be subject to a lettings agreement. The lettings agreement will detail the terms of the letting and must be signed by both the school and the hirer.
- A letting should only be confirmed as accepted when a signed letting agreement is in place. Any amendments to an agreement will require a new agreement form to be signed.

## Section 3: Permitted / Not Permitted Activities

- It is the responsibility of the person letting the premises (hirer) to ensure the premises will not be used for any purpose which may be deemed contrary to English law. The school is a community building and the hirer will be held responsible for noise levels and guest behaviour which must not offend other users or local residents.
- School premises must not be let to any individual, group or organisation that does not subscribe and adhere to the school's statement on equal opportunities.
- School premises must not be let for political use, the only exception to this is as a polling station.
- The consumption of alcohol, use of drugs or smoking is not allowed on school premises
- Gambling activities are not permitted

## Section 4: Responsibilities of the Hirer

- **Named Individual** – The hirer must provide the school with a named individual who the school can contact in the case of an emergency. This person must be on the premises for the duration of the letting and will assume responsibility for compliance matters
- **Health & Safety** – During the period of the letting the hirer's named individual will be responsible for following the conditions of booking, and ensuring the safety of those using the premises. The named individual will have the responsibility for complying with School Health & Safety Policy (copy should be made available on request to hirer) and any other instructions or guidance provided by the Head Teacher.
- **Safeguarding** – the hirer (named individual) will be responsible for safeguarding vulnerable adults and children for the duration of the hire. The hirer will be responsible for ensuring disclosure and barring checks have been applied where necessary
- It will be the named individual's responsibility to keep a register of those attending the event/activity
- Named individual to ensure that fire exits are not obstructed and that the school is not compromised
- No equipment can be brought onto the site without the prior approval of the headteacher. Electrical equipment will also require a current PAT testing
- The hirer is responsible for security during the event and for cleaning (including the removal of all rubbish) after the event. All cleaning must take place within the hire time

## Section 5: Responsibilities of St Joseph's Primary School

- The school will provide the hirer with the name and phone number of school contacts in the case of an emergency. A member of school staff (usually the Premises Manager) will be responsible for showing the hirer's named individual how to raise the alarm in an emergency, this will include location of appropriate fire exits, fire extinguishers, evacuation and fire call points.
- The school will also have responsibility for organising periodic fire drills.
- School staff are responsible for ensuring that hirers are acting in a responsible manner. Staff MUST have access to all parts of the school site during lettings

## Section 6: Risk Assessments

The hirer will be responsible for ensuring compliance with any school provided risk assessments. Where appropriate the hirer will be responsible for undertaking their own risk assessments for specific activities and providing their own first aider. The school's cooking facilities must not be used unless prior permission has been obtained from the headteacher.

## Section 7: Insurance

The Governing Body and the school does not provide hirers with public liability insurance against personal injury, accident, loss or damage to property, or indemnity insurance. The hirer must provide evidence to the head teacher that they have adequate insurance cover in place before a letting can be agreed. It is recommended that Public Liability insurance to the value of £2million is in place for low risk activities (e.g. adult education classes) and £5million for high risk activities (e.g. gymnastic class).

## Section 8: Charges and security Deposits

Charges will be set out in the letting agreement between the school and hirer. The governing body will review these charges annually, giving the hirer at least one half terms notice of any changes in fees or conditions of hire.

A security deposit will be required from all single let hirings and must be paid to secure the booking. The deposit will be refunded less the cost to repair/replace/clean facilities or equipment damaged as a result of the activities or actions arising from the event

The school may determine that additional costs for cleaning or providing building security are required. These will be detailed in the letting agreement.

The hire charges must be paid in FULL at least ten working days before the date of hire

The school has the right to cancel the hire if payment has not been received as above.

## Section 9: Cancellations

The school (via the head teacher or other appointed representative) has the right to cancel any letting. The school will aim to provide reasonable notice of cancellation (30 days where possible)  
If the hirer is in breach of the letting agreement, cancellation will take immediate effect

## Section 10: Complaints

Where the hirer has a complaint, the school's complaints policy and process will apply (see school website)

If the school has a complaint about the hirer, in the first instance, the Headteacher will raise this with the named person. If the complaint is not resolved it will be escalated to the governing body to decide on the appropriate action for the school to take.

## Section 11: Declaration of Interest

Any members of school staff or governors having connection with a letting must formally declare this, declarations should be formally minuted at the appropriate meeting.

## Section 12: Criteria for the approval of requests for hire

Any group or individual proposing to hire the hall MUST complete an application form ([Appendix 1](#))

If the application is approved, the hirer will be required to sign a conditions of hire form and pay the security deposit to secure the hire. ([Appendix 2](#))

Applications received from the following groups will normally be approved. In the event of any request for hire or agreed letting, the school's own needs for use of the premises will take priority:

- a) Any school related organisation (e.g. the PTA/FOSJAG).
- b) Any organisation that is the school's provider for extended day provision (After School Club & Breakfast Club)
- c) Requests from established Youth Groups (e.g. Girls Brigade, Brownies).
- d) Individuals who wish to hire the premises for a family event or community activity/meeting. Parents of pupils will be given priority

Applications from the following groups will be considered on their merits and may be referred to the Governing Body for approval:

- e) Requests which involve the consumption of alcoholic drinks on the premises
- f) Religious groups
- g) Organisations seeking hire of school for profit making purposes.

Applications from the following groups will normally not be approved:

- a) Political or quasi-political groups.

The Governing Body reserves the right to disapprove without reason any request made for the hire of the school premises.

## Section 13: Financial Accounting

1. All letting agreement forms to be sequentially numbered, correctly authorised by the Headteacher.
2. An invoice/statement of account will be issued for all lettings and recorded on the finance system.
3. A receipt should be issued to the Hirer when payments are received. Receipt to include date, amount and invoice number to which it relates.
4. Income, when processed in FMS, should be referenced to the relevant invoice number.
5. The Senior Administration Officer is responsible for ensuring that all hire fees and security deposits are paid in full prior to the hire date





## Section 14: Appendix 1 – Hire Application Form

### St Joseph's Catholic Primary School APPLICATION FORM FOR THE USE OF SCHOOL PREMISES

This form is to be completed by the person responsible, on behalf of the hirers. It is understood that this person will be responsible for the payment of all charges relating to this booking and will ensure that all aspects of our lettings policy are adhered to at all times.

<b>FULL NAME</b>		
<b>ADDRESS</b>		
<b>POSTCODE</b>		
<b>CONTACT TELEPHONE NO.</b>		
Name of Organisation:		
Nature and object of hire:		
Date(s) required:	Time from:	Time to:
Will you need use of the kitchen? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Areas required:		
Do you have Public Liability Insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No	Insurance Company: Policy Number: (Please provide a copy with your application)	
Do you have Indemnity Insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No	Insurance Company: Policy Number: (Please provide a copy with your application)	
Will any copyright material be used? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Estimated number of people to be present		
Estimated number of children under 8 years to be present		
Will all adults be members of the Organisation?		
Any other equipment required (e.g. access to computer)?		

Any further requirements

**I certify that I am 21 years or over and accept responsibility for the observance of the Conditions of Hire, and that I agree to pay on demand the lettings charge hereby incurred.**

I hereby indemnify the Governors of St Joseph's Catholic Primary School and the Local Authority against all claims in respect of injury, loss or damage, (including school property) or breach of the Conditions of Hirer arising from this letting. In requiring this undertaking the Local Authority does not seek to absolve itself from liability as owners / occupiers of the premises.

Signature:

Date:

**For further details, please contact the Senior Administration Officer.**

A confirmation will be sent to you, and you will be invited to discuss the booking in detail to arrange preparation time and any other special requirements.

FOR OFFICE USE ONLY :		
Hire Cost		
Cancellation costs		
Additional administration (amendments)		
<b>PERMIT NO.</b>	<b>INVOICE SENT</b>	<b>PAYMENT RECEIVED</b>

## Section 15: Appendix 2 – Conditions of Hire

### Conditions of Hire

- The Headteacher and the School Governors are responsible for approving the hiring of school premises ('the Hire') and applications in the first instance should be made to the Headteacher via the Senior Administration Officer.
- The School reserves the right to undertake regular checks of the Hire of the Premises by the hirer and any recommendations made by the School following such checks will be undertaken without delay by the Hirer. Failure to comply may result in termination of the hire arrangements
- Members of the public must not be admitted to the school premises after 10pm.

#### 1. Application Form

All applications for the hire of the St Joseph's Catholic Primary School facilities shall be made through the Senior Administration Officer on the application form. The person who signs the form must be over 21 years of age. The Headteacher will give approval to the letting if it is in accordance with the school's letting policy. The Headteacher may consult with the chair of the Governing Body if necessary.

#### 2. Payment of Charges

In accordance with the scale of charges in operation at the date of use, an invoice will be raised before the date of letting and payment has to be made within 28 days of the invoice date (or within 10 working days prior to the letting date whichever is the earliest date). Payment can be by cheque, payable to **St Joseph's Catholic Primary School**. Payments may also be made electronically quoting the invoice number as your payment reference.

#### 3. Cancellations

The school reserves the right at their absolute discretion to cancel a booking should they:

- (i) require the use of the facility or unable to offer use of the facility, owing to unforeseen circumstances or in an emergency or for a parliamentary or municipal election
- (ii) be of the opinion that the letting is likely to prove objectionable or undesirable
- (iii) be of the opinion that the facilities are unfit for use.

All fees paid in advance will be returned

Any cancellation by the hirer must be notified in writing to the Headteacher or Senior Administration Officer within 30 working days of the hire date. The school reserves the right to retain any fees paid if insufficient notice is given.

#### 4. Temporary Closure

In the case of any breakdown or failure of the supply of gas, water or electricity, fire, leakage of water or any accident or occurrence whatsoever rendering necessary the temporary closing of this facility or any interruption due to any repairs or renewals consequent upon any such breakdowns etc. the hirer agrees the school shall not be liable for any loss or claims arising from such closure. There will be full reimbursement of the letting fees paid.

#### 5. Sub-Letting

The hirer shall not assign the benefit or burden of any agreement for hire of the facility or any part thereof or sub-let of the facility.

**7. Improper Use**

The hirer shall not use the facility on hire for any purpose other than that specified on the application form.

**8. Good Order**

The hirer shall be responsible for good order being kept throughout the period of the hiring and shall ensure that members of the group do not cause nuisance or problems to other users of the building/site or to local residents. Failure to comply will result in the hire agreement being revoked and the School may charge the hirer for any expense incurred trying to preserve order.

**9. Music**

Hirers intending to play music shall consult the Senior Administration Officer about appropriate noise levels and noise management. When music is played, the hirer shall be responsible for keeping sound volume to a reasonable level ie. Only audible within the confines of the school site. See also licences

**10. Damage**

The hirer shall ensure that no loss or damage is caused to the facility on hire or any part of it, or to the equipment, apparatus or furniture belonging to it. Suitable footwear must be worn so as not to damage the school floors. Nothing must be put on the floors that will change the properties of the floor. Any accidental breakages and/ or damages to the building, equipment and/or grounds should be reported to the Senior Administration Officer. The hirer shall pay to the School on written demand the cost of reinstating, repairing or replacing any part of the facility or equipment, apparatus or furniture which may be lost or damaged during the course of or in connection with the hiring. The amounts of such cost to be certified by the School whose decision shall be final and binding.

A returnable deposit of £200.00 is due 14 days before the event. This will be returned within seven working days after the event has ended, less any deductions for breakages or penalties for breaking any of the terms and conditions. Hirers are responsible for the behaviour of their guests and for the cost of any damages or breakages. Where the booking is made less than 4 weeks before the event, the full amount is payable at the time of the booking.

For one off lettings/lettings with more than 30 persons a deposit of £200 is required which will be returned after the letting, subject to no damage being caused or additional cleaning being required.

**11. Domestic Animals**

No dog, cat or other animal shall be allowed to enter the premises without the permission of the Headteacher or Premises Committee. Guide dogs are exempt from this condition.

**12. Hawkers and Venders**

No unauthorised vender, collector, hawker or canvasser shall be admitted to the School.

**13. First Aid and Fire Safety**

The hirer shall be responsible for the provision of first aid cover and shall confirm what arrangements are in place for first aid cover with the Senior Administration Officer.

The hirer shall ensure that members of the group are aware of the fire safety requirements and procedures, including the location of fire exits and the drill in the event of a fire. The hirer shall familiarise him or herself with the location of any fire alarm or firefighting equipment.

No cooking of food is permitted within the areas of the school building available for hire e.g. Barbeques or gas burners are not permitted.

**14. Licences**

The hirer shall notify the Senior Administration Officer, at the time of making the booking, on any activities or functions that require or may require a licence. The Senior Administration Officer shall advise the hirer at the time of making the booking of those permitted activities. Any licensable

activities will not be permitted unless a Temporary Event Notice is obtained from the Council by the hirer in advance with the consent of the Headteacher or Premises Committee. The hirer shall ensure that all necessary licences are obtained before the function or activity takes place and that all terms of any licence are complied with.

#### **15. Lost Property**

The School will not accept responsibility or liability in respect of any loss or damage to any property or articles placed or left upon the premises by or on behalf of the hirer or any other person. Hirers are advised to take out individual insurance to cover contents.

#### **16. Deliveries & Collections of hirer's goods**

Deliveries, excluding food may be permitted the day before the event between the hours of 10:00 and 15:00 if agreed with the school management. Any items needing to stay on the premises overnight are to be agreed with the management in advance and may be denied. All collections must be made by 08:30 the day following the event. Any goods left after that date and time will be removed and a fee of £250.00 charged for their return. St Joseph's will not take responsibility for any items left on the premises prior to or after the function.

#### **17. Hirer's Goods and Equipment**

Hirers shall provide their own goods and equipment unless other arrangements have been agreed with the Senior Administration Officer. Any hired equipment being brought onto the premises can only be used with the prior agreement of the Headteacher or Premises Committee. Hirer's goods, equipment or property may only be stored with prior consent of the Headteacher or Senior Administration Officer. Any such property or equipment shall be stored entirely at the risk of the owner and the School will not accept responsibility for any loss or damage to any property or equipment stored.

#### **18. Parking**

The hirer shall ensure that all vehicles, including bicycles, are in the agreed spaces (when available for use) provided for the purpose and shall not be driven or taken into any other part of the premises. The School does not accept liability or loss or damage to any vehicle, including bicycles, or its contents when parked/kept on the premises.

#### **19. Smoking, Alcohol and substance use**

Smoking, the consumption of alcohol or use of illegal substances are not permitted anywhere on the school site. Hirers are responsible for ensuring their guests do not bring in any alcohol, non-prescription or over the counter drugs or weapons. In the event that weapons or illicit drugs are discovered the event will be closed with immediate effect and the appropriate authorities called

#### **20. Modification of Conditions**

The school reserves the right to modify or vary any of these conditions or regulations or to impose special conditions where the nature of an application in their opinion so demands.

#### **21. Statutory Requirements**

The hirer must comply with all statutory requirements relating to the Premises or the purpose of hire.

#### **22. Indemnity and Insurance**

The hirer shall indemnify the School from and against:

- (i) all claims, demands, actions and proceedings and any loss, damage or injury which may be brought against or suffered by the School arising from or in consequence of the non-performance of any of these conditions of hire, or for any act of neglect, default or admission by the hirer, his agents or servants and
- (ii) all claims, demands, actions, proceedings in respect of the death or the injury howsoever and by whatsoever cause to any person which shall occur or arise from any accident or occurrence while

such person is in or upon any part of the premises during the period of hire or in respect of any loss or damage suffered or sustained by any person in consequence of such death or injury.

- (iii) All hirers shall ensure that they are covered by public liability insurance for the period of hire of the Facilities (See [Section 7: Insurance](#)). Those hirers who are unable to produce a cover note to this effect will not be permitted to use the premises and their booking will be cancelled.

## **21. Complaints**

Any complaints with regard to the management or control of the premises must follow the procedure as laid down in the school's Letting policy.

## **22. Alterations, Fittings and Decorations**

The hirer shall make no alterations or additions to the lighting, heating, fittings, fixtures and other arrangements on the premises. No nails, screws, or similar fastenings will be permitted to be fixed to any part of the building without prior permission of the Headteacher or Premises Manager. If decorations are put up, then this must be done with blu-tac or white tack and removed fully after use.

## **23. Cleaning Requirements**

Hirers shall clear away, tidy and clean up any mess caused. Because of health hazards, all hirers are asked to remove all waste food from the premises after their letting and dispose of it in the correct bin.

The School operates a recycling policy and, where waste can be recycled, hirers agree to dispose of waste in the recycling bins provided.

## **24. Fire Doors**

The fire doors in the School must remain closed at all times and only opened in emergencies. Internal and external access to the fire doors should be left clear at all times.

## **25. Security and Safeguarding of Children and Young People**

Schools follow best practice in implementing a child protection policy including Disclosure and Barring Service (DBS) checks of adults who work with children in school. Therefore, any organisation hiring school premises, if working with children and young people, will be expected to present a DBS certificate and a form of photographic ID

## **26. Fire Precautions**

- i. The Hirer should be provided with a copy of the school's Emergency Evacuation Plan (contained in the hirer's pack).
- ii. The Hirer must be in attendance at the scene of the activity during the whole time that the premises are open to the public and during this time an adequate number of competent attendants shall be on duty. The Hirer or his appointed representative shall not be engaged in any duty that will prevent his overall supervision of the Hire.
- iii. The Hirer must ascertain and comply with any special fire precautions or requirements contained in music, singing and dancing, theatres, or any other licences appropriate to the intended use of the premises.
- iv. Seating, gangways and passages shall be provided as approved by the responsible person acting on behalf of the School.
- v. All gangways, corridors, fire escape routes and external passageways intended for entrance and exit shall be kept entirely free from obstruction.
- vi. All exit doors must be accessible during the whole time the public are on the premises.
- vii. The Hirer must familiarise themselves with the position of a telephone for summoning

assistance, fire alarm system, escape routes, operation of any door opening devices, the location of the assembly point and firefighting equipment. Firefighting equipment should only be used in life threatening situations and should only be used by trained people. A nominated person should be responsible for using the firefighting equipment, if necessary. The responsible person for the site should be consulted on any additional equipment necessary where stage performances or exhibitions are intended.

**27 Materials**

- i. Mats or other floor coverings shall be secured to prevent rucking.
- ii. Flammable materials are not to be used for the decoration of the premises unless such materials have been rendered flame retardant and are maintained as such. No naked flames can be used (e.g. candles, tealights etc)
- iii. No hazardous substance/s shall be brought onto school premises unless the Control of Substances Hazardous to Health Regulations have been complied with in terms of material safety data sheets, COSHH risk assessment, and necessary controls and training are in place and must be agreed by the Headteacher.
- iv. No hazardous substances can be stored at the school by the Hirer. Only sufficient quantities required for the activity should be brought to the site and all hazardous materials should be removed at the end of the activity (including any waste.)

**28. After the Hire**

On completion of the Hire the Hirer must carry out an inspection of the Premises to ensure that:

- a) all windows and doors are closed and secured;
- b) the premises have been left clean, tidy and safe; and
- c) there are no signs of a fire.

**In the event of difficulty during the Hire please contact:**

**Headteacher:** Suzanne Long  
**Site Manager:** Kavin Ferreira

Signed:	Date:
Print Name:	Phone Number:
Address:	
Email Address:	

St. Joseph’s Governing Body will review this policy every year.

**Date:** December 2022

**Review Date:** Autumn 2023

**Chair of Governors:** Mr Paul Drake

**Signature:** \_\_\_\_\_