



St Monica's Catholic Primary School LETTINGS POLICY

Fiscal Year 2019/20

Status	Recommended
Policy last reviewed	Summer 19
Date presented to Resources Committee	Summer 19
Date approved by the Governing Body	Summer 19
Date published on the school website	Summer 19
Term of next review	Summer 22
Signature of Chair of Resources Committee	

Introduction

The Governing Body regard the school buildings and grounds as a Parish 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, and any lettings of the premises to outside organisations 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 re-imbursed 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 (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 of education for all its pupils.

Use of the premises for activities such as staff meetings, parents' meetings, Governing Body meetings and extra-curricular activities of pupils supervised by school 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.

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:

1. Cost of services (heating and lighting);
2. Cost of staffing (additional security, caretaking and cleaning) - including "on-costs";
3. Cost of administration;
4. Cost of "wear and tear";

5. Cost of use of school equipment (if applicable);
6. Profit element (if appropriate).
7. Cost of Public Liability and Accidental Damage insurance

Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the organisations involved.

The specific charge levied will be reviewed every three years by the Resources Committee for implementation from the beginning of the next financial year, with effect from 1st April of that year: Current charges will be provided in advance of any letting being agreed and can be found in **Appendix 1**.

VAT

In general, the letting of rooms for non-sporting activities is exempt of VAT, whereas sports lettings are subject to VAT (although there are exemptions under certain circumstances). For specific lettings, clarification will be sought from Warrington Council's VAT Officer, on 01925 444400

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 the Resources Committee, who is empowered to determine the issue on behalf of the Governing Body.

The Administrative Process

Organisations seeking to hire the school premises should complete An **Initial Request Form (Appendix 1)** and send it to the Headteacher who will identify their requirements and clarify the facilities available. The Governing Body has the right to refuse an application, and no letting should be regarded as "booked" until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.

Once a letting has been approved, 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 (Appendix 2)** and the **Hire Agreement (Appendix 3)**. The letting should not take place until the signed agreement has been returned to the 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 delegated budget. Income and expenditure associated with lettings will be regularly monitored to ensure that at least a "break even" situation is being achieved.

Public Liability and Accidental Damage Insurance

Each individual hirer is required to arrange their own public liability and accidental damage insurance (PLAD).

Appendix 1

St Monica's Catholic Primary School

LETTINGS POLICY

Scale of charges from Summer 2019

Unit	Fee for first hour Between 9-am 6pm	Fee for each additional hour	Fee per hour Evenings and Weekends	Fee for each additional hour	Fee per day -holiday activities
Hall	£20.00	£5	£25.00	£10	£25
Class room	£15.00	£5	£17.50	£5	
Prayer Room	£7.50	£2.50	na		
Pre-school	£35 per day		na		
Playing field and changing room	Total £20.00	£5	£25.00	£10	£25
Field Only	£15	£5	£17.50	£5	
Playground Only	£15	£5			
Use of toilets					£10

These hourly charges apply to units being used during normal school hours.

Any units used after 6.00 pm or during school holiday periods will be charged extra to offset additional costs.

A discretionary reduction may be available in certain circumstances.

Appendix 2

Lettings – Initial Request Form

1. The Hirer:

Of:

Tel:

Address:

e-mail address:

2. The Premises *(to include specific details of hire)*

a) Areas of premises required –

b) Details of any school equipment to be used:

c) Intention to use electrical equipment on site:

3. Details about the activity

4. The date of Hire:

5. The Period of Hire:

Appendix 3

TERMS AND CONDITIONS FOR THE HIRE OF THE 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 the letting.

Status of the Hirer

Lettings will not be made to persons under the age of 18. The hire agreement is personal to the hirer only and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of 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 Criminal Records Bureau (CRB). If a particular letting involves contact with the school’s pupils, all personnel. Involved, must be checked against List 99 and undergo a CRB check in accordance with DfE 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. Sports coaches must follow the LA’s guidelines for working in schools **and proof of CRB checks, qualifications and evidence of relevant Child Protection training will be required.**

Lettings are made on condition that your group should provide evidence that you have the following in place to safeguard children:

- Procedures to manage allegations against members of staff who work with children.
- Safeguarding policy
- Code of Conduct
- An appropriately trained DSL (Designated Senior Lead) for safeguarding
- Safeguarding training log available for all employees/volunteers
- Single Central Record (including information about DBS checks)
- Appropriate insurance cover
- A trained First Aider who will be on the premises with the children

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.

Behaviour

The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated.

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 ratios 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 so in all respects at their own risk.

Public Liability and Accidental Damage Insurance

Each individual hirer is required to arrange their own public liability and accidental damage insurance (PLAD). Neither the school, nor the Authority, will be responsible for any injury to persons or damage to property arising out of the letting of the premises.

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

School Equipment

This can only be used if requested on the initial application form, and if its use is approved by the Headteacher. 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 either 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 application.

Car Parking 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 is 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 schools resources is not available.

Food and Drink

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

Intoxicating Liquor

No intoxicants shall be brought on to or consumed on the premises unless by prior agreement with the Headteacher of the school.

Smoking

The whole of the school premises and site 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 in the hall. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the premises.

Dogs: Dogs are not permitted in the facilities or on the school site at any time except for those that are registered assistance dogs i.e. Guide dogs for the blind, hearing dogs

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 Local Authority against all sums of money which the LA 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 is set out in the Hire Agreement.

Variation of Scales of 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 that the letting may be cancelled, provided that in each circumstance at least 3 months 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 Governors will hire and pay for a person to be responsible for the security of the premises before, during and after the hire, and for the cleaning of the premises after its use. This cost will be included in the charge for the letting. If no suitable person can be employed, then the letting will not be allowed or will be cancelled.

Right of Access

The Governing Body reserves the right of access to the premises during any letting. The Headteacher or members of the Governing Body from the Resources Committee may monitor activities from time to time.

Conclusion of the Letting

The Hirer shall, at the end of the hire period, 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 designated adult. In the event of an emergency, occupants must leave the school by the nearest exit and assemble in accordance with current evacuation procedures. The Hirer must have immediate access to participants' emergency contact details, and may use the telephone in the school office in the event of an emergency. Hirers are responsible for familiarizing themselves with emergency exits and must ensure that participants are aware of evacuation procedures.

Promotional Literature/ Newsletters

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

Appendix 4

SHREWSBURY ROMAN CATHOLIC DIOCESAN TRUSTEES

SCHOOL PREMISES HIRE AGREEMENT FOR ST MONICA'S CATHOLIC PRIMARY SCHOOL

1. The Governing Body: The Governing Body of St Monica's Catholic Primary School School at St Monica's Close, Appleton, Warrington, Cheshire. WA43 3AG

2. The Hirer:

of

Tel:

Address:

e-mail address:

3. The Premises: St Monica's Catholic Primary School

4. The Date of Hire:

Period of Hire:

5. Fee: Use of Premises:

- (a) The Governing Body hire the premises to the Hirer on the date and for the period mentioned above in consideration to the fee referred to.
- (b) The Hirer accepts all the conditions of the hire referred to in the attached conditions.
- (c) The Hirers 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.

Signed on behalf of the Governing Body

Date:

Signed on behalf of the Hirer

Date:

N.B. 2 copies of this form should be completed, signed and sent by the Hirer to the Headteacher of the School at the above address with a cheque for the fee.