



St Clement and St James
CE Primary School
Lettings Policy
2017

Introduction

Our vision

St Clement and St James is a school with Christian values at its heart. We are proud of its history and our strong links with the vibrant community to which we belong. We welcome and celebrate every child, helping all children to develop their character and full academic potential. We promote high aspirations and a love of learning through a rich and varied curriculum.

Our school values are compassion, creativity, excellence, friendship, forgiveness and thankfulness. These values help us show and grow love, faith and hope, which are at the heart of the school and are defined by 1 Corinthians 13:4-8.

Aim

The governors wish the school building to be available for hire out of school hours. This serves the dual purpose of being a resource for the local community and a provider of income for the school.

Anyone, individual or group, who wishes to hire specified parts of the building, must always be mindful that it is a church school and as such is a place of worship for pupils, staff and school community. Thus the Governors would expect a hirer not simply to hold a neutral stance towards Christianity, but rather a positive and supportive one.

The Governing Body reserves the right to refuse any lettings it may choose ie, those whose organising bodies' aims conflict with the ethos of the school.

Definition of a letting

A letting may be defined as:

Any use of the school buildings and ground by parties other than the school and its partners. This may be a community group (such as a local drama group), or a commercial organisation (such as a music school or the local branch of Weight Watchers).

Categories of lettings

Lettings are arranged for events in the following categories:

- i) school or PTA events (eg PTA Christmas Fair). These qualify for free letting, although caretaking, cleaning and heating costs will be charged if applicable.
- ii) community leisure and learning (eg local drama or music societies)
- iii) commercial

Priority for lettings

Lettings are arranged on a first come, first served basis.

Charges

The Governing Body are responsible for setting charges for the letting of the school premises.

The scale of charges will be reviewed annually by the Governing Body for implementation from the beginning of the next financial year, with effect from 1st April of that year.

The school is constrained by law to apply VAT to all transactions where this is appropriate. The letting of rooms for non-sporting activities is exempt of VAT, whereas sports lettings are subject to VAT.

The minimum hire period is one hour.

Letting times, available facilities and equipment

The following times, facilities and equipment available are agreed as follows:

Hall
Music room
Classrooms (with the exception of the ICT room)
Adult and child toilets
Staffroom

Monday to Friday 6:00pm to 10:00pm
Saturdays 8:00am to 10:00pm
Holidays Monday to Friday 8:00am to 10:00pm

Safeguarding

Hirers providing services to children, whether pupils at the school or others, must have policies and procedures in place to ensure children's safety, and must provide evidence of these to the school as required eg Safeguarding Policy, CRB checks.

Security

Entrance to the school will be via the main entrance, which will be opened by the school at an agreed time. For security reasons, the school keys will not be available to the hirer. It will be the responsibility of the hirer to ensure that the school premises are secure during the time they are in use, ie ensure that the hall door to the street is closed when all members of the group are inside.

Each hirer using the school will be required to nominate a contact person. Such a person is deemed to be in charge and able to investigate any difficulties which may arise.

The Governing Body will determine if a nominated person from school is required on site when the premises are being used. If not, a responsible person, from within the organisation hiring the premises and previously agreed with the school, must be on site.

All hirers are issued with the school's emergency procedures including fire exit routes. They are also given a named contact and mobile phone number to call in case of emergency.

Insurance

All organisations wishing to use school premises should have their own public liability insurance to cover them for any services and activities they provide, and must have their own employers' liability insurance if employing staff or volunteers. The original insurance document should be seen and a copy taken by the school and kept on file.

Conduct of Users

This is set out in the Terms and Conditions for use of school premises – see Appendix B. Hiring conditions must be adhered to at all times.

Management of Lettings

The Governing Body has delegated day to day responsibility for lettings to school staff. Where appropriate, the Headteacher may delegate all or part of this responsibility, such as security, bookings or child protection to other members of staff, whilst still retaining overall responsibility for the lettings process.

If there is any concern about whether a particular request for a letting is appropriate or not, the Chair of Governors will be consulted.

The school should ensure that the terms of any contract for lettings such as theatre groups, cubs and scouts etc, that will require the contractor to employ staff or use volunteers to work with, or provide services for children, regardless of whether they attend the school or not, also requires the contractor to adopt and implement the measures described in this guidance. The school should also monitor the contractor's compliance.

An annual report on lettings will be made to the Governing Body in the first meeting of the new financial year and will include information on users, finances, incidents and accidents, enquiries, and any lettings refused.

Considering applications for lettings

Organisations or individuals seeking to hire the school premises should request details of charges and conditions of use from the Administration Officer. An application form should be completed (see Appendix C). A record of all enquiries should be kept on file. The Administration Officer will decide on the application with consideration to:

- the categories for lettings agreed by Governors and set out in this policy
- the availability of facilities and staff
- the school's health and safety and safeguarding policies
- equal opportunities
- the health and safety considerations such as numbers of users, type of activity, qualifications of instructors etc.

Issuing a lettings contract

Once a letting has been approved, a letter of confirmation will be sent to the hirer, enclosing a copy of the terms and conditions to be signed. This will form the Lettings Contract.

The Lettings Contract should then be signed and returned to the school. The school shall be in receipt of these signed copies before a letting takes place.

The person applying to hire the premises will be invoiced for the cost of the letting if any, in accordance with the Governing Body's current scale of charges. Payment in advance is sought in order to reduce any possible bad debts and/or a deposit to cover damage. In the case of a regular booking, payment will be required termly.

An official receipt will be issued for all payments received. All lettings fees received will be paid into the Governors' Trust account. The income and expenditure relating to lettings should be clearly recorded and reported in the Trustees' meeting. Trust accounts are audited by an accountant.

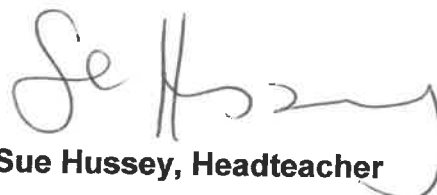
No letting should be regarded as booked until approval has been given in writing and/or payment received in full. The reason for refusals should be recorded on the bottom of the application for lettings form and fully explained to the enquirer.

The Governing Body reserves the right to terminate any activity not properly conducted.

Approved by Governing Body: 22nd March 2017
Review date: charges to be reviewed annually. Policy to be reviewed spring 2020
Signed:



Sean Doherty, Chair of Governors



Sue Hussey, Headteacher

Appendix A

Hourly charges

Hall - £45 per hour
Music room - £35 per hour
Classroom - £35 per hour

Appendix B

TERMS AND CONDITIONS OF HIRE

1. INSURANCE

The hirer must arrange **public liability insurance**:

- to protect the hirer against third party claims for loss, damage, injury or death arising out of the use of the premises for not less than £2 million, and
- to provide an indemnity cover in respect of damage to the premises hired for not less than £2 million where such damage can be attributed to the negligence of the hirer or his/her employees or agents;
- indemnity should be extended to include the governing body of the school.

The hirer shall indemnify the Governing Body of the school against:

- all claims, loss, damage or injury which may be brought against or suffered by the Governing Body arising from or in consequence of their hiring of the school premises or equipment;
- the cost of reinstating or replacing any part of the premises or any property which shall be damaged, destroyed or removed during the period of the hiring of the premises;
- any infringement of copyright which may occur during the hiring (if applicable).

2. HEALTH AND SAFETY

The hirer is responsible for ensuring that all people using the school premises during the hire period are aware of exits, emergency exits and that the hirer's staff know the location of fire-fighting equipment.

No exits or corridors may be blocked or fire-fighting equipment removed.

3. ALCOHOL

Alcohol may not be consumed on the school premises without the written permission of the Governors.¹

4. LICENCES AND COPYRIGHT

The hirer is responsible for obtaining all necessary licences and copyright consents. The Governors are entitled to require proof of a licence and copyright consent 48 hours before the hiring.

(Licences are issued by the local authority and are usually required for:

- *Any function at which alcohol is sold;*

¹ For all conditions, "Governors" means Governors or their appointed agent, the Headteacher or Deputy Headteacher.

- *An entertainment advertised to the general public, whether on payment or otherwise.*

Licences may be required for other events.

Copyright consent may be obtained from the Performing Rights Society, 020 7580 5544).

5. CAR PARKING

Arrangements for parking on the school premises to be notified to the hirer by the Governors when the application is accepted.

6. SMOKING

Smoking is not permitted anywhere inside the school buildings or in any outdoor area of the premises.

7. FIRE HAZARDS

Portable gas appliances or other equipment involving a naked flame are not permitted on school premises.

8. PAYMENT

- Occasional lettings: a non-returnable deposit of 50% shall be paid when the application is made; the balance to be paid no later than the day before the event.
- Block bookings: payment to be made on invoice at the beginning of each term with full payment required by the half-term.

9. FIXTURES AND FITTINGS

No fixtures or fittings or other objects shall be driven into the fabric or furnishings, or affixed to them, without the prior written agreement of the Governors.

10. USE OF FURNITURE AND EQUIPMENT

The movement of school furniture and equipment from room to room is not permitted, unless previously agreed in writing with the Governors. The use of all equipment and apparatus is subject to the prior written agreement of the Governors.

11. HIRER'S APPARATUS/EQUIPMENT

The hirer shall obtain the Governors' written agreement to the bringing onto the school premises of any apparatus or equipment.

The hirer shall ensure that such apparatus or equipment is removed within such time as the Governors may allow. Any property not so removed may be

removed by the Governors at the hirer's risk; the cost of such removal, together with any storage charges incurred by the Governors, shall be recoverable from the hirer.

12. LIABILITY

The Governors shall not be liable for any loss or damage caused to the hirer or to any other person as a result of:

- a) any failure or defect or want of repair in any of the fixtures, fittings, furniture, equipment or appliances belonging to the school or Local Authority at the school; or
- b) any failure or interruption in the supply of water, gas or electricity to the accommodation; or any defect or want of repair in the premises or in the means of access to the premises; or
- c) any theft or malicious or accidental damage to or loss of any property of any person taken or left at the premises.

13. NUMBERS

The hirer shall not allow on the school premises more than the number of persons stated in the application form.

14. USE OF PREMISES

The use of the school premises is limited to the times and nature of the event described in the application form. The hirer is responsible for ensuring good order is maintained throughout the period of hire.

15. ADVERTISEMENTS

- a) No advertisements, emblems or slogans shall be displayed outside the school premises without the prior written permission of the Governors.
- b) The hirer shall remove from inside the premises any advertisement, emblem or slogan if, in the opinion of the Governors, it is unlawful, unseemly, likely to lead to a disturbance or expose the premises to undue risk of fire.

16. RIGHT OF ENTRY

The Governors, the Headteacher, the Deputy Headteacher and others appointed by the Governors, shall have right of entry to the premises during the hiring.

17. REPORTING DAMAGE

Any damage to the premises or its contents by the hirer must be reported on the day of hire to the school-keeper or person from the school supervising the letting. This must be followed by a written report on the damage caused.

Hirers will be charged for the cost of repair or replacement of any school property damaged during the letting.

18. ADDITIONAL CONDITIONS

The Governors reserve the right to provide additional conditions to those described in this paper as they consider appropriate.

19. CONDITION OF PREMISES

The hirer is responsible for leaving the premises in the same condition as it was before the hire and for ensuring that everything is clean and tidy.

20. CANCELLATION

- a) Occasional bookings: the hirer to give at least 10 calendar days' notice of a cancellation.
- b) Block-bookings for a term or longer: at least two months' notice of cancellation to be given by the hirer or Governors. Shorter periods of notice may be mutually agreed.
- c) If the Governors consider it likely that any one of these conditions will not be complied with by the hirer, the Governors may terminate the hiring forthwith by written notice to the hirer.
- d) If, during the period of a hiring, any Governor, the Headteacher or any other authorised member of staff who may be present is of the opinion that any of these conditions have not been complied with or that disorder, damage to property or a illegal act has taken place or is threatened, that person may summarily terminate the hiring by oral notice to the hirer, or (in his/her absence) to any other person or persons apparently in control of the proceedings, whereupon the premises shall be vacated forthwith.
- e) In the event of the hiring being cancelled under either c) or d) above the Governors shall be under no liability to refund any payment made for the hiring or to compensate the hirer or any other person for any loss or damage sustained in consequence of the cancellation.
- f) In the event of Governors having to cancel the booking, the Governors will offer an alternative date OR a full refund of any monies paid.

Appendix C

LETTINGS APPLICATION

Policy statement

The governors wish the school building to be available for hire out of school hours. This serves the dual purpose of being a resource for the local community and a provider of income for the school.

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The Governing Body reserves the right to refuse any lettings it may choose ie, those whose organising bodies' aims conflict with the ethos of the school.

PART A – to be completed by the hirer

1. Organisation/person applying:

2. Person responsible for payment:

Address:

Postcode:

Telephone number:

3. Nominated contact person:

Address:

Postcode:

Telephone number:

4. Purpose of hiring:

5. Accommodation required:

6. Day of week:

Number of weeks:

7. Dates:

8. Time of occupation – from: _____

to: _____

9. Numbers attending

10. On behalf of the organisation/person listed in (1) I accept the policy statement and the Terms and Conditions described in Appendix B of the Lettings Policy.

Signed:

Name:

Date:

On behalf of (name of organisation):

PART B – to be completed by the school

1. Date application received:

2. Hire charge:

3. Payment due before:

4. Hirer's insurance – description of evidence seen:

Date seen:

6. Any special arrangements to be made (*including extra cleaning*):

7. Responsible person from the school on duty for the letting:

8. People to be notified:

9. School representative arranging letting: