



# St. Winefride's Catholic Primary School

## Charging and Lettings (School Buildings) Policy

### Mission Statement

Welcome to St Winefride's where we come together to LEARN, LAUGH, LISTEN, LIVE and LOVE in the presence of Jesus.

At our school, we believe that everyone is valued as a unique gift from God.

We work together to create an engaging learning environment, where all children are challenged to achieve their full potential.

### Introduction

The object of letting (hire of) school premises is to establish the school as a resource of and the 'hub' of the community. This in turn will encourage greater community cohesion and facilitate more vibrant, safer and stronger communities.

The school should not be let at a financial loss, whilst governing bodies can cross subsidise lettings by charging different amounts for different purposes, delegated budgets must not be used to subsidise non-school activities.

The Governing body in conjunction with the headteacher will decide on the process for agreeing if and what school facilities will be let to a third party and on what terms. In some instances the school may need to obtain formal approval for use of the site from the Diocese of Shrewsbury, this will depend on the nature of and risks involved in the letting.

### 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 Neston Karate Club), or a commercial organisation (such as Little Gems Pre-School and Before and After School Club or S4YC Sports)". 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.

**Types of Lettings** - Single lettings are those where an individual or organisation wishes to hire facilities on a one-off basis, these lettings should still be subject to a formal lettings agreement and follow the same principles as a continuous letting. Continuous lettings are those that run for a number of weeks or terms.

**Letting Agreement** - All lettings (even those where no charge is made) must be subject to a letting agreement, this 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.

**Equal Opportunities** – 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.

**Political Use** – School premises must not be let for political use, the only exception to this is as a polling station.

**Legal Use** - 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.

**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.

**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 headteacher.

### **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 may cover the following:

- Cost of services (heating and lighting);
- Cost of staffing (additional security, caretaking and cleaning) – including “on-costs”;
- Cost of administration.
- Cost of “wear and tear.”
- Cost of use of school equipment (if applicable).

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 annually by the Finance and Building Committee.

### **Management and Administration of Lettings**

The headteacher is responsible for the management of lettings. Where appropriate, the headteacher may delegate all or part of this responsibility to other members of staff, whilst 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, s/he will consult with the Chair of the Finance and Building Committee, who is empowered to determine the issue on behalf of the Governing Body. In addition, the headteacher may consult with the Diocese regarding any individual letting, and as a result the letting application may be refused.

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 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 collation points. The school will also have responsibility for organising periodic fire drills, during school hours. It will be the named individual’s responsibility to keep a register of those attending the event/activity, ensure fire exits are not obstructed and that school security is not compromised.

No equipment can be brought on to the site without the prior approval of the headteacher, electrical equipment will also require a PAT testing certificate.

Access to the school car park should be limited especially if young children are on site.

**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 head teacher.

**Insurance** – neither Diocese of Shrewsbury nor the school provide hirers with public liability insurance against personal injury, accident, loss or damage to property. The hirer must provide evidence to the headteacher 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).

**Charges:** Charges will be set out in the letting agreement between the school and hirer, the governing body will periodically review these charges, giving the hirer at least one half terms notice of any changes in fees or conditions of hire. The Governing Body will seek advice from the Local Authority on charges.

**Damage:** The hirer will be responsible for the cost of any damage to school premises or equipment, school staff have free access to all parts of the school site during lettings to check hirers are acting in a responsible manner.

**Cleaning/Security:** Any costs for cleaning or providing building security will be detailed in the letting agreement, where such costs are not identified, responsibility for cleaning and security will be the responsibility of the hirer. School site staff will be responsible for opening and closing the school unless alternative arrangements have been agreed with the headteacher.

**Cancellation & Complaints:** The school (via the head teacher or other appointed representative) has the right to cancel any letting, reasonable notice of cancellation will be given by the school unless the hirer is in breach of the letting agreement, upon which cancellation will take immediate effect. Where the hirer has a complaint the schools standard complaints policy and process will apply, 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.

**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.

### **The Administrative Process**

Organisations seeking to hire the school premises should approach the Headteacher (or other designated member of staff), who will identify their requirements and clarify the facilities available. A form (see appendix) 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 approval has been given in writing by the headteacher. 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 copy of the terms and conditions and the hire agreement will be sent out. 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. (Schools may wish to seek payment in advance in order to reduce any possible bad debts.)

The hirer should be a named individual and the agreement should be in their name, giving their permanent private address. This avoids any slight risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure.

All lettings fees which are received by the school will be paid into the school’s delegated budget, in order to offset the costs 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. All lettings to be referenced in the headteacher’s governors report.

## **Public Liability and Accidental Damage Insurance**

All organisations submitting applications for letting of school premises must certify that they possess an appropriate level of cover for the activity being undertaken. The minimum level of cover required by the governing body is £2,000,000

### **Other documents you should also refer to/make available to hirer:**

- Booking Application Form & Booking Procedures Checklist (school & hirer)
- Summary Conditions of Booking (for hirers)
- Lettings Agreement (school & hirer)
- Health & Safety Policy, School Complaints Policy, Equal Opportunities Policy (available to hirer on request)
- Permission to use school site
- Charges Policy/Rates
- Relevant Risk Assessments & Emergency Procedures (school & hirer)
- Copy of Public Liability Insurance (from hirer)

**The Hirer should retain the Hiring Conditions and return the Hiring Application Form to the Headteacher.**

### **HIRING CONDITIONS**

1. In these Conditions:
  - (a) 'The Owners' means the Governors of the above-mentioned School, and 'the Agent' means the Headteacher.
  - (b) 'The Hirer' means the person signing the application form and in addition any organisation for whom he is stated in such form to be acting. The liability under the hiring agreement of such person and such organisation shall be joint and several.
2. Not more than the number of persons stated in the application form shall be allowed in the School premises at any one time.
3. Use of the School premises or the relevant part thereof and entry thereto is limited to the purposes and times stated on the application form and no sub-letting is permitted.
4. The Hirer is responsible for and shall indemnify the Owners against all damage to the School premises and to any property on the school premises occurring during or in relation to the hiring or while persons are entering or leaving the School premises pursuant to the hire, however and by whomsoever caused.
5. The Owners shall not be responsible for any loss or damage to any property arising out of the hiring not for any loss, damage or injury which may be suffered by or be done or happen to any person resorting to the School premises during or in relation to the hiring arising from any cause whatsoever or for any loss due to any breakdown of machinery, failure of supply of electricity or gas, leakage of water, fire, government restriction, requirement of the Local Education Authority or act of God which may cause the premises to be temporarily closed or the hiring to be interrupted or cancelled and the Hirer shall indemnify the Owners against any claim which may arise out of the hiring or which may be made by any person resorting to the School premises during or in relation to the hiring in respect of any such loss, damage or injury.
6. The right at any time to enter the School premises and remain on the premises during the hiring is reserved to the Owners and the Agent and any police officer.
7. The Hirer shall ensure that good order is kept in the premises.
8. The Owners (by themselves or the Agent) may put a stop to any entertainment or meeting which in their opinion is not properly conducted or which may infringe any of the provisions hereof.
9. No bolts, nails screws, bits, pins, spikes or other objects shall be driven into the fabric or furnishings of the School premises. No articles may be fixed thereto and there shall be no structural alterations to School.
10. The Hirer shall at the expiration of the hiring leave the School premises in a clean and orderly state.

11. The Hirer shall ensure that all property brought into the premises for the purposes of the hiring is removed before the expiration of the hiring. The Owners shall not be responsible for any property left behind and reserve the right to charge extra while it is in the premises.
12. No slogans, advertisements, flags, emblems or decorations shall be displayed outside the School premises whether affixed to the same or free standing.
13. The Hirer shall remove any slogan, advertisement, flag, emblem or decoration displayed inside the school premises if the opinion of the Agent it shall be unlawful, unseemly or libellous or expose the premises to an undue risk of fire or is likely to lead to a disturbance or a breach of the peace.
14. No exits may be blocked or chairs or obstructions placed in corridors or fire appliances removed or tampered with and the Hirer shall ensure that users of the premises are aware of the locations of emergency exits and that the Hirer's staff know the location of the fire-fighting equipment.
15. Any lights or other electrical apparatus which shall be connected to the electrical installation in the premises shall be properly insulated and fused and electrical plugs and sockets shall not be overloaded. All should be fully electrically tested.
16. The playground may be used for parking only with the consent of the Headteacher.
17. All the conditions attached to any music and dancing licence and any theatre licence for the School premises shall be observed. A copy of each such licence held may be seen on application to the Agent and the Hirer shall be deemed to have had notice of all such conditions.
18. All legal requirements regarding the sale and consumption of alcoholic liquor the performing of plays and the exhibition of cinematograph films shall be observed and there shall be no infringement of any copyright subsisting under the Copyright Act 1956. The Owners or the Agent shall be entitled to require proof that the provisions of this clause have been complied with 48 hours before the hiring. All legal requirements of Gaming and Lotteries legislation shall similarly be observed without infringement.
19. All scenery and costumes used for stage performances and the like must be fireproofed.
20. If the hiring includes use of the School kitchen the Hirer shall comply with such conditions as the Owners or the Agent may prescribe at the time of the hiring.
21. The Hirer shall make such provision for such Insurance cover as the Owners or their Agent may require, and shall pay all premiums due thereunder, and produce the policy or policies of insurance 48 hours before the time of the hiring.
22. Payment should be made, preferable by cheque to, 'St Winefride's Catholic Primary School', and sent to the school.
23. Insurance (public liabilities) should be shown to the school and a copy retained by the school.

**Reviewed and approved by the governors – 14.06.22**



