

# Lettings Policy 23/24

## v2



### Document Control

<b>A. Confidentiality Notice</b>	<p>This policy document has been approved by the Governing Body of St Modwen's Catholic Primary School and is intended for internal and/or external publication. Where the document is identified for internal use the policy information may not be shared with external agencies or parents without the prior agreement of the Headteacher or authorizing committee.</p>				
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## Definition

A letting may be defined as “any use of the school premises (buildings or grounds) either by a community group or a commercial organisation”. Activities which fall within the life of the school, such as PTA meetings and events, are not considered to be lettings and no charge will be levied.

### 1. Applications

All correspondence and applications for the hire must be made directly to the Headteacher. All applications are subject to approval by the Governing Body of the School, but subject to any direction given to them by the LA or the Diocese. In the event of any request for hire or agreed letting, the school’s own needs for the premises will take priority. The Governing Body reserves the right to disapprove without reason any request made for the hire of the school premises. The School Business Manager will ensure that the appropriate paperwork has been completed. A summary of the process and paperwork to be completed is attached at Appendix 7.

### 2. Hirer

The hirer must be over 18 years of age and shall be the person by whom the application form for the hiring is signed. Such person shall be responsible for the payment of the fees payable in respect of the hiring and for the observance and performance in all respects of the conditions and stipulations contained in the hire agreement.

### **3. Fees and charges**

The Governing Body is responsible for setting charges for the letting of the school premises and will ensure that the school budget does not subsidise non-school activities and that all costs are covered. In arriving at their scale of charges, the Governing Body has followed the following principles:

- There will be parity of treatment for similar users
- The overall cost of letting school facilities will be recovered from users.

The scale of charges is attached at Appendix 1 to this policy and will be reviewed annually by the governing body for implementation from the beginning of the next academic year. The Headteacher or the Governing Body may offer discounts or agree a subsidy for any lettings, as they deem appropriate. Existing hirers will be given at least half a term's notice of any variation to charges.

Payments for individual bookings shall be required in full upon signing the Conditions and Hire Agreement together with the returnable deposit required by the Governing Body. Payment for recurring bookings shall be required half-termly in advance, school will make arrangements with the provider of services for invoicing/direct BACS payments. A receipt will be issued for all payments received by the school office.

## Appendix 1

### SCHEDULE OF HIRE CHARGES – SEPTEMBER 2023 TO AUGUST 2024

Hall	Per hour (evenings or weekends)	£30 per hour
	Per day (weekends or holidays)	£70 per day
Grounds only (no facilities)	Per hour (evenings or weekends)	£20 per hour
	Per day (weekends or holidays)	£50 per day
Forest School (no facilities or school Forest School Tutor)	Per hour (evenings or weekends)	£20 per hour
	Per day (weekends or holidays)	£100 per day
Grounds surcharge for marked pitches	Additional per hour (evenings or weekends)	£20 per hour
	Additional per day (weekends or holidays)	£50 per day
Photocopying	Black and white	35p per sheet
	Colour	50p per sheet

An opening fee of £35 and a closing fee of £35 will be levied, in addition to the above charges, to cover overtime paid to the Caretaker when the Hire occurs outside of the working day of the Caretaker or School Holidays. Where this occurs at weekends, the charge will be £50 on Saturdays and £60 on Sundays.

An additional charge would be incurred if the Hire requires the Caretaker to remain on the premises.

Additional Cleaning fees may also be charged for services operating during school holiday periods at £40 per cleaning session.

For grounds hire, if toilet and changing facilities are required, an additional charge will apply.

The above charges will be subject to VAT if applicable e.g. Sports lettings. Contact the School Business Manager for details.

## Appendix 2

### APPLICATION FOR HIRE OF ST MODWEN'S CATHOLIC PRIMARY SCHOOL

1. Name of Hirer
2. Address of Hirer
3. Daytime Telephone Number Evening Telephone Number
4. Details of requirements: Room and area to be hired (tick relevant columns)

	<b>Hall</b>	<b>External</b>			
<b>Start date:</b>			<b>Start time:</b>		
<b>End date:</b>			<b>End time:</b>		
<b>Day of Week:</b>			<b>Number of Lettings</b>		
<b>Nature of Activity:</b>					
<b>Equipment / facilities requested:</b>					
<b>Equipment to be brought in by hirer:</b>					
<b>Age range of those attending:</b>			<b>Numbers attending:</b>		

I hereby make application for the hire of the accommodation and facilities stated above and agree to abide by the Conditions of Hire specified in the attached documentation.

Signature of Applicant: .....

Full Name (in block letters)..... Date:

**NOTE:** The giving of false information on this Application for Hire Form may lead to the cancellation of the booking without notice.

**This completed form should be submitted to the Headteacher together with the Conditions of Use document, Safeguarding Children Checklist (if appropriate) and a copy of the applicant's Public Liability certificate (if appropriate).**

## Appendix 3

### CONDITIONS OF USE

**Agreement No:** \_\_\_\_\_

Please read and sign the Lettings Agreement in addition to the general conditions listed below.

#### General Conditions

1 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.

2. St. Modwen's School is a Catholic school owned and operating under the Archdiocese of Birmingham Charity Trust Deed. All activities on the premises must be in keeping with Catholic teaching and the Trust Deed. The School Governors and the Diocesan Trustees have the right to summarily end any letting activity and/or bookings they deem in their absolute discretion contrary to Catholic teaching and/or the Trust Deed.

3. If the School is required for urgent official or academic reasons the School reserve the right to cancel the Hire. Should this occur, the Hirer will be reimbursed the Hiring fee.

4. All documentation required and as specified on the Safeguarding Children Checklist (see Appendix 4) should be presented by the Hirer before the Hire takes place.

5. Disclosure and Barring Service (DBS) certificates must be produced for the Hirer and any helpers.

6. No alterations must be made to the school structure, fixtures or fittings. No notices or placards shall be affixed to, lean upon or be suspended from any part of the school premises. No bolts nails, tacks, screws, pins or other similar objects shall be driven into any of the walls, floors, ceilings, furniture or fittings.

7. 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.

8. Alcoholic beverages must not be sold or consumed on the premises unless the Headteacher has given specific approval. Should such approval be given the Hirer must obtain the necessary licence, which must be produced to the Headteacher prior to the Hire.

9. The Hirer must comply with the smoke free legislation, which came into effect on 1 July 2007. Failure to comply may result in a fine for both the Hirer and the school. Smoking is not allowed anywhere on the School premises.

10. The occupancy limit for the school hall is 100 and must not be exceeded without the prior agreement of the governing body.

11. Access is strictly restricted to the hired area and any toilet facilities, entrances, exits and corridors as directed by the Governing Body. Other facilities may be available subject to negotiation however no kitchen or classroom facilities will be available at any time.

12. Hire must be within the hours of 08:00-22:00 Sunday to Thursday and 08:00-23:30 Friday and Saturday.

13. The Hire does not include the use of any equipment except where specifically agreed (e.g. photocopier) and subject to any fees deemed appropriate by the Governing Body. There will be no use of any IT equipment belonging to the School. School furniture (other than chairs for use in halls) shall not be moved except by arrangement. The hirer must do everything reasonable to avoid loss, damage or breakage to the School's property whilst the School's premises are under the hirer's control. Any loss, damage or breakage must be reported as soon as practicable to the Headteacher. The Governing Body will be entitled to charge the hirer for any such loss, damage or breakage on terms to be approved by the school.

14. The parking of vehicles on the school's property shall be permitted in approved areas only on condition that persons bringing such vehicles on to the premises do so at their own risk and that they accept responsibility for any damage to the school's property or injury to any person whether connected with the establishment or not, caused by such vehicles or their presence on the school's premises.

## **Hirer's Responsibilities**

1 The Hirer must produce event documentation to include a risk assessment and an emergency action plan of the Hire. This documentation must include details of health and safety issues relating to the nature of the Hire including arrangements for first aid, supervision, communication, crowd control, use of equipment, traffic management and emergency procedures, appropriate to the nature of the Hire. The Hirer undertakes to follow any recommendations arising out of such Risk Assessment prior to the hire. Further guidance on risk assessments is available from the HSE website. <http://www.hse.gov.uk>

2 The School reserves the right to enter the premises 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.

3 If the Hirer wishes to cancel the Hire it must be notified in writing to the Headteacher at least one week before the Hire is due. In the event of the Hirer failing to give such notice the Hiring Fee will be non-returnable. Any preparation work carried out for the Hirer will be paid for by the Hirer.

4 The Hirer must be in attendance at all times and must provide and exercise adequate supervision throughout the Hire to prevent:

- (a) Damage to the buildings, grounds, fixtures, fitting and equipment; and/or
- (b) Excessive noise and/or nuisance to local inhabitants
- (c) Ensure that provisions for safety including recommendations identified through risk assessment are carried out

The Hirer will meet the cost of making good any damage caused.

The Hirer is responsible for everyone who is on the school's premises for the activities they are organising and, generally, for everyone who comes on to the parts of the school's premises which are under the hirers control at the stated times. The hirer is responsible for ensuring that they comply with all the terms and conditions of the hire agreement.

5 Adequate insurance will be affected by the Hirer to cover the liability in respect of the Hire where the Hire is not covered by Staffordshire County Council's Hirer's Liability policy.

Any person(s) hiring the premises to carry out their own company or business activities will be required to have their own public liability insurance with a minimum indemnity of £2,000,000. A higher level of indemnity may be required where a higher risk is presented. A copy of the insurance certificate or letter of confirmation from the insurer/broker must be provided on an annual basis throughout the period of hire.

Individuals or organisations not expected to have their own public liability insurance may be able to use Staffordshire County Council's Hirer's Liability policy. More information, including details of the cover is provided at Appendix 6. For clarification of whether cover may be provided under Staffordshire County Council's Hirer's liability policy, please contact the School Business Manager.



6 In the event of any injury, damage or loss being sustained, suffered or incurred by the Hirer or any other person, the Hirer shall accept full responsibility and shall indemnify the School from all costs including claims, demands and expenses arising therefrom save where any injury, damage or loss or to any claim arising therefrom was caused by the negligence of the School, or any servant or representative from the School, in which circumstances, the School will indemnify the Hirer from all costs, claims, demands and expenses arising therefrom.

7 In the event of any damage done to or loss or property suffered or incurred by the Hirer, the Hirer shall accept full responsibility therefor and shall indemnify the School from all costs, claims, demands and expenses arising therefrom save where any damage or loss or to any claim arising therefrom was caused by the negligence of the school or any servant or representative of the School in which circumstances the School will indemnify the Hire from all costs, claims, demands and expenses arising there from.

8 The school will not be responsible for the safety of any goods or articles of any kind that may be brought into or left on the Premises by the Hirer and/or any of his servants or representatives while on the Premises for the purposes of the Hire.

9 The School reserves the right to cancel the agreement if, in the opinion of the School, damage may be caused to the Premise; or if by flood, storm, fire or other cause beyond the School's control the Premises shall be rendered unfit for use; or if the School considers it necessary to close the Premises for the purpose of executing urgent repairs or alterations; or if, in the opinion of the School, it is in the public interest that the Premises should be closed for any reason.

10 The Hirer is responsible for providing a person/persons who is capable of administering First Aid. The Hirer is also responsible for ensuring that his/her appointed representative and the person/s responsible for administering First Aid are aware of the location of First Aid facilities and an outside telephone. First Aid facilities (e.g. First Aid box) must be provided by the Hirer.

11 The premises must be left clean and tidy after use. Lights and electrical equipment must be switched off, all windows, blinds and doors must be closed. The cost of any additional cleaning found to be necessary will be met by the Hirer.

12 Public performances, entertainment, performance of music, singing or dancing to which members of the public are admitted are not permitted unless prior permission has been obtained from the Headteacher who will determine that the School premises are adequately licensed for those purposes.

13 No gaming is allowed except in accordance with the conditions of the Gaming Act 1968, Section 41 when gaming is carried on at an entertainment promoted for raising money to be applied for purposes other than private gain. A copy of these conditions is open for inspection in the Local Magistrates Court during the normal hours of business and the hirer shall be deemed to have knowledge of the contents thereof whether or not he has availed himself of the opportunity of inspection.

14 The Hirer is responsible for any waste generated by the activity of the hire and must dispose of it appropriately.

15 Hirer's equipment must be PAT tested or CANNOT be brought onto the premises.

16 Animals must not be brought onto the School grounds, playground or into any buildings, with the exception of assistance dogs.

17 All information in relation to the School must remain confidential.

18 Photocopying of leaflets or posters must be undertaken by the Hirer. If photocopying is required, this may be undertaken by the School on request, providing 48 hours notice is given. Photocopying charges are listed in Appendix 1.

21. In poor weather the Hirer shall be responsible for ensuring pathways are gritted appropriately for the periods of hire required and that users are informed of which areas have been gritted prior to and during the period of hire.

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

1 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 the documentation requested on the Safeguarding Children Checklist (Appendix 4)

2 If the organisation is not able to present listed documentation, the School will not enter into a Hire Agreement.

## **Fire Precautions**

1. The Hirer should be provided with a copy of the school's Emergency Evacuation Plan.

2. 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.

3. 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. A fire risk assessment must be completed to cover all activities that will take place for the duration of the Hire to satisfy the requirements of current fire safety legislation. This must be made available to the responsible person of the building. The use of pyrotechnics and special effects are not permitted without express permission of the Headteacher, and are subject to specific risk assessment. Fire authority approval may also be necessary.

4. Seating, gangways and passages shall be provided as approved by the responsible person acting on behalf of the School.

5. All gangways, corridors, fire escape routes and external passageways intended for entrance and exit shall be kept entirely free from obstruction.

6. All exit doors must be accessible during the whole time the public are on the premises.

7. 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 fire fighting equipment. Fire fighting 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 fire fighting equipment, if necessary. The responsible person for the site should be consulted on any additional equipment necessary where stage performances or exhibitions are intended.

## **Materials**

1. 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)

2. 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.

3. 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.)

### **Temporary Electrical Installations**

1. Any temporary electrical installation must only be carried out by a qualified electrician and must comply with the applicable recommendations and the requirements of the following:

(a) The Institution of Electrical Engineers Regulations for the electrical equipment of buildings – current edition and amendments;

(b) The British Standard Specification and Codes of Practice – current edition and amendments;  
or

(c) The Electrical Supply Regulations – current edition and amendments.

2. All temporary installations shall be disconnected from the permanent installation immediately after the completion of the Hire.

3. All portable electric items must have been PAT tested within the last 12 months and a visual inspection should be carried out before use.

### **Additional Requirements for the Hiring of External School Premises**

1. The Hirer must consult the Headteacher if there is any doubt about the condition of the ground. In the event of the ground being deemed unfit for use immediately before the Hire is to take place, or that the weather conditions and state of the ground make it likely that unreasonable damage may result from use, the hire charge will be refunded.

2. The Hirer must ensure adequate supervision is exercised over everyone taking part in the Hire including spectators. Casual spectators not included in the Hire must not be admitted. Participants must have reasonable fitness to allow them to undertake the activity safely and suitable footwear must be worn.

3. Stakes or similar must not be driven into the ground unless specific permission has been given.

4. Vehicles must not be driven over or parked on the playground unless prior permission has been obtained.

5. Unless prior permission has been obtained, bonfires are not permitted.

6. Playgrounds must be left in a clean, tidy and safe condition.

7. Any loudspeakers must be operated at moderate volume so as not to cause a nuisance.

8. In relation to car boot sales or similar, the Hirer should take all reasonable steps to ensure that items sold on the School Premises are legal and appropriate for the Premises. It is the Hirer's responsibility to ensure that the name of the School is not brought into disrepute by the sale of illegal or inappropriate items. The Hirer should refer to the Headteacher for guidance on such items.

9. Toilet facilities may be made available, however it is the responsibility of the Hirer to ensure that access to the toilets is fully supervised to ensure that nobody enters the classrooms.

### **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.

## **Termination**

1. In the case of regular Hires, each party reserve the right to terminate this Agreement giving the other party one month's notice in writing.
2. In the event of a breach of the terms of this Agreement by the Hirer concerning public safety including any failure to implement the recommendations of the Risk Assessment of the Hire, the School may terminate this Agreement with immediate effect.
3. The School's decision to terminate under Clauses 8.1 or 8.2 shall not give rise to any claims for damages or otherwise by the Hirer.

## **Indemnity**

The Hirer agrees and undertakes with the School to indemnify and keep the School indemnified from and against all actions proceedings costs claims and demands by third parties in respect of any damage or liability caused by or arising from the use or occupation of the School Premises by the Hirer.

## **Disability Equality Statement**

St Modwen's Catholic Primary School is committed to promoting Disability Equality and equality of opportunity for pupils with learning difficulties. The hirer must ensure that anyone with a disability or leaning difficulty has equal access as described below:

### **Equal Opportunities and Inclusivity**

1. The Hirer is committed to providing the equality of opportunity for all adults, children and families. We believe that no child, individual or family should be excluded from any group on any grounds.
2. The Hirer is committed to the principle that any behaviour, language or action that creates discrimination or disadvantage is unacceptable and will be challenged.
3. The Hirer will make every effort to ensure that the setting, equipment and resources promote equality of opportunity for all and reflect the different cultures, levels of ability, family status, gender, religion, etc, of the group of members who hire the facilities.
4. The Hirer believes it is important to operate a provision which is fully inclusive and encourages anti-discriminatory practice for both children and adults. The building has full wheelchair access and the setting and facilities are adaptable to enable the best level of care for all the group member's needs.
5. The Hirer will ensure that any activities undertaken would not be detrimental to cohesion of the community, nor promote intolerance on the basis of ethnicity, faith, gender, sexual orientation, disability or age.

If there is any doubt about the application of any of the above conditions and the Lettings Agreement, the advice of the Headteacher should be sought.

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

School Business Manager: .....

Site Manager: .....

**Please sign below to indicate you have read and accepted the above terms and conditions of the Agreement.**

**HIRER**

Signed: .....

Date: .....

Contact Name: .....

Contact  
Address:.....  
.....

Contact Telephone: .....

**SCHOOL**

Authorised Signature:.....

Name: .....

Date:.....

## Appendix 4

## Safeguarding Children Checklist

A checklist should be completed for each Hire where there are children attending a club.

Safety Requirement		In Place
1.	Does the provider have a Safeguarding Policy that is compatible with the school's policy? Is the provider adopting the school's policy?	Y/N Y/N
2.	Does the provider have a Staff Code of Conduct detailing appropriate behaviour with children that is compatible with the school's Code of Conduct? Is the provider adopting the school's Code of Conduct?	Y/N Y/N
3.	Is the provider aware of the procedures to be followed if they think a child is being abused and have they been supplied with the appropriate numbers?	Y/N
4.	Does the provider have a procedure in the event of a safeguarding allegation being made against them that is compatible with the school's procedures? Is the provider adopting the school's procedures?	Y/N Y/N
5.	Does the provider follow safer recruitment principles in appointing and vetting staff?	Y/N
6.	Have all staff or volunteers working with children been DBS checked? Has the school seen the DBS checks?	Y/N Y/N
7.	Has anything been disclosed on the DBS checks that should be discussed with the Governing Body? If yes, seek advice from the School's Safeguarding Lead.	Y/N
8.	Have references been checked?	Y/N
9.	Are there appropriate arrangements for first aid or other emergencies? Does a member of staff who holds a current first aid certificate be in attendance at all times?	Y/N Y/N
10.	Are all individuals in the organisation made aware of policies and procedures?	Y/N
11.	Are staff/pupil ratios appropriate for the Extended Services activity?	Y/N

School Signature .....

Hirer Signature .....

Date .....



## Appendix 5

## LETTING AGREEMENT

No. \_\_\_\_\_

**AN AGREEMENT** made on \_\_\_\_\_ (date) between

St. Modwen's Catholic Primary School \_\_\_\_\_ and  
\_\_\_\_\_  
(Name of hirer/organisation)

**IN CONSIDERATION** of the school permitting the Hirer to use the accommodation listed on the dates and times shown in the schedule below, the hirer shall observe the following conditions:-

payment being made in full at least one week/month (delete as applicable) prior to the letting(s) taking place;

the Hirer receiving a Health & Safety Induction before the start of the letting;

the Conditions of Use prevailing at the time of the letting.

A receipt and authorisation to use the premises will be issued when payment is received.

### THE SCHEDULE

Area hired/ additional facilities and equipment	Dates and Times of Hire	Cost of Hire

Signed by \_\_\_\_\_ Date: \_\_\_\_\_

On behalf of the Governing Body

Signed by the \_\_\_\_\_ Date: \_\_\_\_\_  
Hirer

**NOTE:** Please ensure the Conditions of Use and the terms specified above are fully understood. Failure to comply will invalidate the Hire Agreement.

## **APPENDIX 6    HIRERS LIABILITY INSURANCE GUIDE**

Any person(s) hiring the premises to carry out their own company or business activities will be required to have their own Public Liability insurance with a minimum limit of indemnity of £2,000,000. A copy of the insurance certificate or a letter of confirmation from the insurer/broker must be provided to St Modwen's Catholic Primary School on an annual basis throughout the period of hire.

Individuals/groups falling outside of the above may be able to use the County Council's Hirer's Liability policy, subject to policy exclusions. Examples of these include informal groups such as chess groups and community groups.

### **Policy Cover**

#### ***Hirer or Persons/Organisations Insured***

Individuals or organisations not expected to have their own Public Liability Insurance.

1. The intention of this policy is to protect the Hirer where a claim for negligence is made against them by a third party in respect of legal liability which attaches to the Hirer solely by reason of the agreement.
2. The Insurer will indemnify the Hirer in respect of all sums\* which the Hirer may become legally liable to pay as damages and claimants' costs and expenses for;

(a) accidental injury to any person (other than an employee of the Hirer if such injury arises out of and in the course of employment by the Hirer);

(b) accidental damage to the premises or the contents subject to a maximum of £100,000 in any one claim;

(c) accidental damage to other property not belonging to nor in the custody or control of the Hirer or of any person in the Hirer's service;

occurring during the period of insurance arising out of the activities of the Hirer at the premises.

\*subject to a maximum limit of indemnity of £5,000,000.

3. The policy will not apply in respect of the use of the premises for the following:
  - (a) Meetings organised by political parties
  - (b) Professional entertainment promotion
  - (c) Commercial or business use
  - (d) for martial arts activities
  - (e) for any sporting activity but only in respect of personal injury or damage suffered by one participant that was caused by another participant.
4. The limit of indemnity is £5,000,000.
5. The policy **only** applies whilst the individual or organisation is using the school premises.
6. If any other insurance covers the same loss, damage or liability this insurance will not pay any amount covered by such insurance.

