

Policy Reference: 39



LETTINGS POLICY

Version: 2

Name and Designation of Policy Author(s)	Miss J D Chwastek, Headteacher		Is this a Statutory Document
			No
Approved By (Committee / Group)	Premises, Health and Safety Committee		
Date Approved	February 2016		
Date Ratified by FGB	March 2016		
Date Published	March 2016	Is this to be published on the school website?	Yes
Review Date	March 2019		
Target Audience	Staff (incl volunteers), Governors, Parents and Premises Users		
Links to Other Strategies, Policies, Procedures, etc	Health and Safety Policy, Acceptable Use of ICT Agreement		

Version History

Date	Ver	Author Name and Designation	Summary of Main Changes
Feb 2013	1	Governing Body – via A. M Gilbert	Supercedes previous Lettings policy. Updated to include insuranceliability requirements

Monitoring Compliance with the Policy

Describe Key Performance Indicators (KPIs)	Target	How will the KPI be Monitored?	Which Committee will Monitor this KPI?	Frequency of Review	Lead
Letting Agreement completed and agreed by Full Governing Body before any lettings take place	100%	Log book of lettings kept in School Office and checked termly	FGB	Annual	Safeguarding Governor
All lettings are vetted to ensure compliance with regulations	100%	Lettings reported to Premises Committee termly	FGB	Annual	Safeguarding Governor
The procedures and policies of those letting the premises are at least as comprehensive as those in place within school	100%	Annual review of all relevant documentation	FGB	Annual	Safeguarding Governor

Mission Statement

Our school community is rooted in the Gospel and the vision of St. Catherine of Siena. This inspires each of us ***'To be who God wants us to be and so set the world on fire.'***

- We are called to love one another as we seek to be the best in all that we learn and do.
- We celebrate and nurture the gifts, talents and skills of everyone.
- We commit ourselves to grow together in faith, love and service.

Rationale

The Governing Body regards the school buildings and grounds as a 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.

A charge should be levied to meet the additional costs incurred by the school in respect of any lettings of the premises to ensure that the school budget share does not subsidise the cost of a letting.

Objective

The School and its Governing Body are committed to offering the school's facilities to the community. This is to be managed in an effective and constructive manner that does not allow the school's facilities to fall into disrepute. Management of lettings should not detract resources away from the school's core purpose.

The Governing Body will vet all applications for use of the school's facilities and maintain all details in a central lettings file.

The Governing Body will comply with the guidance notes issued by the Manchester LA and City Council for the letting of its facilities. These notes form the basis for vetting the various applications that may be received by the Governing Body.

Procedures to be Allowed

Organisations or individuals who need to use indoor and outdoor facilities will be allowed to apply to the school and once accepted have a pre-booked slot for their usage, either on a one-off or regular basis. This will be formalised in a lettings agreement.

Status of the Hirer

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background. 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 Vetting and Barring Service (DBS). If a particular letting involves contact with the school's pupils, all personnel involved must undergo a DBS check, in accordance with Manchester City Council policy. 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.

Loss, Damage or Injury

The person/organisation (Hirer) must give evidence to the Governing Body that show it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. The Hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.

The school can, if necessary arrange the appropriate insurance at an additional cost of 10% of the charge levied.

Charging

The Governing Body will agree a charging structure based on guidance from similar locations and the market pricing. The charges will be fixed for 12 months (financial year), however the Governing Body/Finance Committee reserve the right to change the pricing on an individual basis. The charging structure takes account of the school policy on out-of-school activities and as such provides for staff and parent/family volunteers to use the facilities free of charge for St. Catherine's children's activities run during normal caretaking hours, where a charge is not made for the activity. The PTA may also use the facilities free

of charge for events to raise funds for the school.

Scale of Charges:

- Band A: £15 - use of premises which is of benefit to the pupils and/or parents of the school and do not require the services of the caretaker
- Band B: £20 - use of premises which is of benefit to the pupils of the school and other young people and which do not require the services of the caretaker
- Band C: £30 - use of premises which require the services of the caretaker

Facilities

The use of the school hall and playground may be made available out of school hours, week days, weekends and holidays. Priority will be given to school activities. The kitchen, catering and other school equipment will not be made available to hirers. The use of school tables and chairs will be allowed in the hall.

Letting Regulations

USE OF PREMISES FOR POLITICAL MEETINGS OTHER THAN PUBLIC ELECTION MEETINGS

The school governors reserve the right to refuse any application if they are in the opinion that a breach of the peace, injury to persons or damage to property is likely to arise.

Use of premises for public election meetings

The determination of such applications is governed by the provisions of the Representation of the People Act 1949 and subject to adequate insurance cover at no extra cost to school with the usual safeguards related to health and safety/security.

Supply of information

The school governing body reserves the right on the receipt of any application to request additional information as to the constitution of the proposed user group (if any) and financial resources, the nature of the proposed use and such other matters as required in order to consider the application.

Premises will not normally be let

- During the statutory holidays i.e. Good Friday, Easter Monday, Christmas Day, Boxing Day, New Year's Day, New Year's Eve and Christmas Eve.
- After 10:00pm
- When cleaning, exams, painting or structural work make it impracticable;
- On Sundays if the use of the premises would involve any contravention of the Law.
- School will not normally be let if the furnishing within the school are inappropriate for the proposed use.

When premises are let

- Activities must be properly supervised by the hirers who must supply a written undertaking to pay for any damage caused by their use of the accommodation.
- Premises must be left in a clean and tidy condition at the end of the booking;
- Floors must not be chalked or otherwise treated for dancing/sports activities so as to make them slippery.
- A return on the required form of all items of music given at a public function must be submitted to the Performing Rights Society Ltd, 29/33/ Berners Street, London W1 not later than seven days after the date of the function to which it relates. (This does not apply to mechanically reproduced music e.g. discotheques).
- Intoxicating liquor may not be brought onto the premises, except with express approval.
- Gambling is not allowed.
- Representatives and officers of the school have the right of access at all times.
- Charges in connection with all lettings must be paid in advance and the school governing body/Finance Committee reserves the right to require, at its discretion, a deposit in case of damage. In the event of cancellation, full charges will be made unless **seven days notice** has been given.
- The school should be contacted if there is any doubt as to whether specific conditions apply.
- All users must adhere to the Health and Safety policy of the school.

Hourly lettings

- Minimum period of letting 1 hour (time in excess calculated in half hours).
- Bookings may be given free of charge at the discretion of the Governing Body. However, all Hirers of the school premises are required to demonstrate that they have their own insurance policy in place.

St. Catherine's R.C. Primary School

LETTING APPLICATION

To be completed the prospective hirer

Name:

Company Name (if applicable):

Address:

Daytime telephone:

Mobile Number:

Details of Proposed Activity/Services:

Proposed Dates and Times:

Duration of Letting: (please delete as appropriate)

One off event / Weekly / Monthly / Full Year / Term Time Only

Please attach (as appropriate):

- **Risk Assessments**
- **Insurance Documentation**
- **Qualifications**

Signed:

St. Catherine's R.C. Primary School

LETTING AGREEMENT

A) THE HIRER

Name:

Address:

Daytime telephone:

Mobile Number:

Name of Organisation:

Activities and/or services provided by the organisation:

B) FACILITIES TO BE HIRED

Playground YES / NO

Hall YES / NO

Classroom YES / NO

Facilities to be hired for the purpose of

The activities described above will be offered to:

Children from the school / All school-age children / Young people /
Adults

The period of hire dates:

- From _____ to
_____.
- Between the times of _____ and
_____.
- Every _____, except
_____.

C) CONDITIONS OF THE AGREEMENT

St. Catherine's RC Primary School shall allow the Hirer, as specified in section A, to make use of the facilities specified in section B, providing that the following conditions are met and adhered to:

- 1) The Hirer has read and understood the School Letting Policy, and specifically agrees to adhere to the Letting Regulations outlined in the policy document.
- 2) The Letting Agreement document has been signed and dated by both the Hirer and an authorised representative of the school.
- 3) Full payment has been made no later than 2 weeks in advance of the required use of facilities.
- 4) The Hirer agrees to pay for the repair of any damage caused to the school through the Hirer's use of its facilities.
- 5) The school will not be held liable for any incident or injury caused whilst using the facilities or premises. The Hirer has provided evidence of appropriate insurance cover.
- 6) The Hirer ensures sufficient supervision is provided by appropriately qualified activity leaders.
- 7) Appropriate insurances are in place

D) COST OF HIRE

- Band 'A': £15 use of premises which is of benefit to the pupils and/or parents of the school and do not require the services of the caretaker

- Band 'B': £20 use of premises which is of benefit to the pupils of the school and other young people and which do not require the services of the caretaker
- Band 'C': £30 use of premises which require the services of the caretaker

Please note that VAT is chargeable on lettings of:

- a continuous period of less than 24 hours, OR
- a series of less than 10 periods, OR
- a series that is not paid for as a whole.

E) SIGNATURES TO THE AGREEMENT

Hirer: _____

Signature _____

On behalf of St. Catherine's RC Primary School:

Name: _____

Signature _____

Approved by the Governing Body on:

Date:

Name:

Governor Position
