

St Anne's RC Primary and Nursery School Audenshaw

LETTINGS POLICY

Introduction

The Governing Body regards the school buildings and grounds as a community asset. 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 or a commercial organisation."* A

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 staff, fall within the corporate life of 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 the charges for the letting of the school premises. A charge will be levied which covers the following:

- Cost of services (Heating and Lighting)
- Cost of staffing, (additional security, caretaking, and cleaning) including on-costs
- Cost of "wear and tear"
- Cost of use of school equipment (if applicable)
- Profit element (if appropriate)

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, during the Spring term by the Premises and Safety 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 lettings being agreed.

VAT

In general, the letting of rooms for non-sporting activities is exempt of VAT, whereas sports lettings are subject to VAT. (There are some exemptions under certain circumstances). For specific lettings, clarification will be sought from the VAT officer for Tameside. Tel 0161 342 3968).

Management and Administration of Lettings

The headteacher is responsible for the management of lettings, in accordance with the Governing Body Policy. Where appropriate, the headteacher may delegate all or part of

this responsibility to other staff members, whilst still retaining overall responsibility for the lettings process.

If the headteacher has any concerns about whether a particular request for a letting is appropriate s/he will consult with the chair of the Premises and Safety 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 approach the headteacher who will identify the requirements and clarify the facilities available. An Initial request Form (Copy attached) should then be completed. The Governing Body has the right to refuse an application and no letting request should be regarded as “booked” until approval has been granted in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been fully confirmed in writing.

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 and the hire agreement. 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. (Charges may be payable in advance).

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 individual bank account, 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 to ensure that at least a “break even” situation is being achieved.

Public Liability and Accidental Insurance

As an alternative to asking each organisation to separately arrange public liability and accidental damage (see terms and conditions).

This Policy was agreed by the Governing Body of St Anne’s RC Primary and Nursery School on 19th January 2017

Signed..... (Chair of the Governing Body)

Date: 19th January 2017

TERMS AND CONDITIONS FOR THE HIRE OF

St Anne's RC Primary and Nursery School Audenshaw

All terms and conditions set out below must be adhered to. The hirer shall be the person making the application for the letting and this person will be personally responsible for the 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 years 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 will have to undergo a criminal record check via the Criminal Records Bureau. In accordance with ES 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 must be appropriately qualified. Sports coaches must follow the LEA's guidelines for working in schools.

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 granted.

Behaviour

The hirer shall be responsible for the preservation of good order from 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 passages, gangways and exits. The hirer shall be responsible for providing adequate supervision to maintain order and good conduct. Where applicable the hirer must adhere to the correct adult:pupil ratio 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.

Damage, Loss or injury

The hirer is responsible for making 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 minimum cover for this

insurance cover is £5 million and up to £10 million. The hirer must produce the appropriate certificate before the letting can be confirmed.

Neither the school, The Diocese nor the LEA 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 fixings or decorating of any kind necessitating drilling or the fixing of screws or nails into fixtures which are part of the school's fabric are permitted. In the event of any damage to premises or property arising from 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 safe and appropriate use.

Electrical Equipment

Any electrical equipment brought by the hirer onto school site **must** comply with the **LEA code of Practice** for portable electrical appliance equipment. Equipment must have either a certificate of safety from a qualified electrical engineer or be inspected by the LEA. 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 in the letting. Any other parking around the school perimeter must be appropriate and sensitive to our neighbours and agreed in advance with the headteacher.

Toilet Facilities

Access to the school's toilet facilities is included as part of the hire agreement so long as the facility is operating as part of normal school hours.

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. School resources are not available.

Food and/or Drink

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

Dogs and/or Pets

No dogs and/or pets of any kind will be allowed on the school site.

Smoking

The whole of the school premises is a non-smoking area. Smoking is not permitted.

Footwear

Appropriate footwear should be worn for all floor types, (including outdoor) at all times. Outdoor participants should ensure footwear is cleaned before re-entering the premises.

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 school, Diocese or the Local Authority which may be payable by reason of an infringement of these laws during the period of hire covered by this agreement.

Sub-Letting

The hirer shall not sub-let the premises or part of it.

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 (after review by the Governing Body on an annual basis) and that letting may be cancelled, provided that in each case at least 28 days 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. Only named key holders may operate the security system. Keys **must never** be passed to another person without direct permission of the Governing Body of the school.

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 Premises and Safety 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 tidy condition. All equipment will be returned to the correct place of storage. If this condition is not adhered to additional costs may be incurred.

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 adult. In the event of an emergency, occupants must leave by the nearest exit (which will have been discussed and agreed as part of the agreement) and assemble in the school playground, close to the perimeter fencing. The hirer must have immediate access to all participants' emergency contact details and may use the telephone in the school office to do so but it is strongly advised that the hirer is equipped with their own mobile telephone in case the emergency prevents access to the office.

Hirers are responsible for familiarising themselves and all participants with the emergency exits and evacuation processes.

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 the distribution by the hirer. This Policy will be reviewed annually during the month of January.

**St Anne's RC Primary and Nursery School Audenshaw
School Letting – Initial Request Form**

Name of Applicant

Address

Telephone Number

Mobile Number

Name of Organisation

Activities to be undertaken

Details of premises requested (eg Hall, Playground, Football pitch etc)

Day of week requested

- First choice
- Second choice
- Third choice

Start Time

Finish Time

(Please allow preparation and clearing away time)

Date required

Use of school equipment (Please specify your request)

Details of any electrical equipment to be brought and/or used on site

Maximum number of participants:

Age-range of participants

Number of supervising adults

Relevant Qualifications of Supervising adults

Have CRB checks been carried out?

Yes

No

When?

By Whom?

Dates during the school year when the hall will be unavailable due to school use or closure will be issued at the start of the school year in September. These dates may be subject to change but prior notice will be given if the premises become unavailable due to unforeseen circumstances.

The hirer confirms that the adequate and appropriate insurance cover is in place with reference to the activity to be carried out (see Terms and Conditions for further details)

The hirer confirms that arrangements are in place with reference to First Aid (see Terms and Conditions for further details).

The hirer undertakes to comply with the regulations regarding the use of own electrical equipment (see Terms and Conditions for further details).

Any other relevant information

I Confirm that I am over 18 years of age and that the information provided on this form is correct.

Signed

Date