St Edmund's Catholic Primary School

'Together we learn and grow through worship and celebration'

Lettings Policy

Committee responsible for policy	Resources Committee
Approved by **Committee**/FGB	July 2023
Statutory/Non-statutory	Non- STATUTORY
Frequency of Review	Free to determine – 3 Years
Date of last review	July 2026
Date of next review	**July 2029**
Purpose of policy	To define the rules enabling third party letting/rental of the school
Consultation	Financial Management in School practices FGB
Links to other policies	Charging and Remissions

1. Aims and scope

We aim to:

- Make sure the school's premises and facilities can be used, where appropriate, to support community or commercial organisations
- Allow the hiring of the premises without using the school's delegated budget to subsidise this
- Charge for the use of the premises to cover the costs of hire and, where appropriate, raise additional funds for the school
- Not let any hiring out of the premises interfere with the school's primary purpose of providing education to its pupils
- Hire out facilities in a way that is safe, following government guidelines and the school's risk assessment(s)

2. Areas available for hire

2.1 Available areas

The school will permit the hire of the following areas:

- School hall
- Classrooms
- Playing fields

2.2 Capacity and charging rates

The maximum capacity and rates for hiring each area are as follows:

AREA	CAPACITY	COST
School hall	125 seated 150 standing	£120 for the first hour and £40 per hour for the second and subsequent hours
Classrooms	30 seated	£20 per hour
Playing fields		£120 for the first hour and then £30 per hour for the second and subsequent hours

3. Charging rates and principles

3.1 Rates

The rates for hiring out different areas are listed in the table in the section above. We may decide that certain organisations or activities can use the premises for a reduced rate, or free of charge, if it supports the core aims of the school.

We may decide to impose an additional cleaning fee on top of the hiring rates depending on the hire, this will be agreed with you should your application be approved.

3.2 Cancellations

We reserve the right to cancel any agreed hiring with a minimum of five working days notice.

A full refund will be issued if we do cancel a hire. The school shall not be liable for any indirect or consequential losses, including (without limitation) any loss of profits, loss of business or the loss of any revenue arising out of the cancellation of any hire.

The hirer of the premises can cancel any hire with a minimum of five working days notice. If less notice than this is given, the licensee shall not be entitled to a refund.

3.3 Review

The revenue raised from hiring out will be reviewed by the School Business Manager and will be fed into the school's financial reporting, to ensure best value is being achieved.

4. Application process

Those wishing to hire the premises should fill out the hire request form, which you can find in appendix 1 of this policy, and read the terms and conditions of hire set out in section 5.

The hirer should fill out and sign the hire request form and submit it to the school office. Approval of the request will be determined by the School Business Manager.

If the request is approved, we will contact the hirer with details of how to submit payment and make arrangements for the date and time in question. We will also send on details of the emergency evacuation procedures and other relevant health and safety documents together with appendices 3-5. The hirer will also need to provide proof of its public liability insurance.

We reserve the right to decline any applications at our absolute discretion, in particular where the organisation does not uphold the values of the school or reputational damage may occur.

5. Terms and conditions of hire

The following terms and conditions must be adhered to in the hiring of the school premises. Any breach of these terms will result in cancellation of future hires without refund.

1. "Hirer" means the person or entity identified in the relevant hire request form.
2. The hirer shall pay the full amount as stipulated by the school, and shall not be entitled to set off any amount owing to the school against any liability, whether past or future, of the school to the licensee.
3. The hirer shall occupy the part(s) of the premises agreed upon as a non-exclusive licensee and no relationship of landlord and tenant is created between the hirer and the school by this licence.
4. The hirer shall not sub-licence any of the premises under the licence.
5. The hirer shall not use the premises for any purpose other than that agreed upon in the licence, as set out in the hire request form.
6. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the licence.
7. The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.
8. The hirer shall be responsible for all matters relating to health and safety and shall be responsible for those in attendance during the specified time.
9. The hirer must take out its own public liability insurance with a reputable insurer approved by the school and, where requested by the school, shall provide a copy of the relevant insurance certificate no less than 10 days before the start date of the licence.

10. The hirer shall not conduct, nor permit or suffer any other person to conduct, any illegal or immoral act on the premises, nor any act that may invalidate any insurance policy taken out by the school in relation to the premises.
11. The hirer shall indemnify and keep indemnified the school from and against:
    a. Any damage to the premises or school equipment;
    b. Any claim by any third party against the school; and
    c. All losses, claims, demands, fines, expenses, costs (including legal costs) and liabilities, arising directly or indirectly out of any breach by the hirer of the licence or any act or omission of the hirer or any person allowed by the hirer to enter the premises
12. Save that nothing in the licence shall exclude or limit either party's liability for personal injury or death arising from the negligence of either party or any other liability that cannot be excluded by law, the school shall not be responsible for any losses of a direct or indirect nature, and its maximum liability to the hirer shall not exceed the total fees paid or to be paid to the school by the hirer under the licence.
13. Any cancellations by the school made with at least five days notice will be refunded.
14. Any cancellations by the hirer received with less than five working days notice will not be refunded.
15. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
16. The hirer will leave the premises in the condition it was found in, leaving the area clean and tidy and not leaving any of their own equipment behind.
17. The hirer will clean their own equipment brought onto the premises, and ensure the premises is left without litter and is tidy.
18. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior written agreement from the school.
19. If the hirer breaches any of the terms and conditions, the school reserves the right to terminate the licence and retain any fees already paid to the school, without affecting any other right or remedy available to the school under the licence or otherwise.
20. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
21. The hirer will acquire all appropriate additional licences for any activities they are running, including the sale of alcohol (copy of T.E.N.to be provided to School Business Manager) and those required for use of any third party intellectual property.
22. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running and provide these to the School Business Manager.
23. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
24. The school's premises hire policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation letter issued by the school shall apply to and are incorporated in the licence.
25. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
26. The school and the hirer irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising from this licence.

6. Safeguarding

The school is dedicated to ensuring the safeguarding of its pupils at all times. It is a requirement of hire that hirers abide by the schools' requirements in respect of safeguarding. Any failure from the hirer in this respect will result in the hire being terminated.

It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space.

If there is a chance that those hiring the premises will come into contact with pupils, for example if the hire occurs during school hours, or when pupils may be present in the school (during after-school clubs or extra-curricular activities), we will ask for confirmation that the hirers have had the appropriate level of DBS check.

The hirer will be required to have appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide copies of these policies on request to the school.

The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact Fearghal Nash on f.nash@st-edmunds.richmond.sch.uk or Carmel Moreland c.moreland@st-edmunds.richmond.sch.uk as soon as reasonably practicable.

7. Monitoring arrangements

We will review and update this policy when the guidance on which it is based changes or when this version of the policy otherwise stops being applicable.

Any updates to this policy will be shared with the full governing board.

Appendix 1: St. Edmund's Catholic Primary School

Hire request form

Before filling out a request form, please familiarise yourself with our terms and conditions for the hire of our premises and our rates of hire, which you can find in sections 2 and 5 of this policy. If you have any questions, please contact the School Business Manager.

Name of applicant/organisation and company number (where applicable)	
Applicant contact details	Address: Phone no: Email address:
Preferred method of contact	
Purpose/activity of organisation	
Part of the premises requesting to be hired	
Date and time of first hire	
Is this a recurring request, or one off? If recurring, indicate the frequency and number of occurrences (e.g. weekly, 10 weeks)	
Number of expected participants in the activity	
Additional equipment you will require from the school (please note we may not always be able to provide this, but will inform you where this is/is not possible)	
Additional equipment you will be providing yourself	

Confirmation and details of the safeguarding and child protection arrangements you have in place	

By signing below, I agree to the terms and conditions set out in the school's premises hire policy.

Name _____ Date _____

Signature _____

Please return this form via email to the school office at office@st-edmunds.richmond.sch.uk. We will be in touch to inform you if your application is successful, and if so, details of the full cost and documents that will need to be shared.

Appendix 2: Confirmation of hire and licence template letter

Dear [contact name]

Thank you for submitting your hire request form to us.

We're pleased to say the area you've requested is available on the date(s) and time(s) of your request and we'd be happy to grant a non-exclusive licence to you to use the area for the purpose set out in your request form, subject to the [enclosed terms and conditions/terms and conditions already provided to you].

Based on the length of time and area requested, the full amount for the hire will be [insert amount, and where relevant, explain that this includes an additional cleaning fee]. You can pay us by [insert payment method(s) and details here]. We request full payment of the fee by [insert date].

We'll also require you to submit to us:

- Proof of your public liability insurance
- Your risk assessment
- We will list here any other documents that we will require from you regarding your hire of the premises

We've attached the following documents:

- Details of emergency evacuation procedures in the event of a fire/similar emergency
- We will list here any other document that we need to ensure that you are familiar with regarding your hire of the premises

Please make sure you're familiar with these before the date of hire.

You can contact Gaynor Nicholl on g.nicholl@st-edmunds.richmond.sch.uk with any questions about hiring the premises.

Kind regards,

Appendix 3:

St. Edmund's Catholic Primary School

INFORMATION FOR THE HIRE OF SCHOOL PREMISES

Actions in the event of a fire

The event organiser must nominate personnel to act as a Fire Marshall and two 'Sweepers'. For all events there must be a minimum of three nominated. The actual numbers required must be agreed with the Site Manager during the Risk Assessment for that particular event.

Those personnel nominated as Sweepers must be briefed by the Site Manager prior to the event starting.

At the start of any let the attendees must advise those attending what the alarm means and explain the evacuation procedure including the meeting point.

The hirer must have a register of all adults and children on site that is up to date at all time.

On hearing the alarm, the hirer should:

1. Contact the Site Manager who will check why the alarm has been activated.
2. If a fire is seen, call 999 and ask for the fire service to attend site
3. Assist guests in leaving the School as safely as possible by indicating the nearest fire exit. As soon as the event area is cleared the Sweepers should go to their areas and begin the sweep procedure, all other adults should evacuate to the Playground or field as appropriate.

Each Sweeper will have a specific area to sweep; generally they will be the last person to leave that area. Once they have checked their area they should leave by the nearest exit; when clear of the building they should inform the Fire Marshall that the area is clear and proceed to the Playground or field.

If it is safe to do so all persons will remain in the Playground/Field area until the all clear is announced. The Fire Marshall will inform everyone when it is safe to return to the Building. THE ALARM BEING SILENCED IS NOT A SIGN THAT IT IS SAFE TO RETURN TO THE BUILDING.

If the building is not suitable for occupation, personnel will be accounted for and dismissed from the Playground.

Should the Playground area become unsafe as a meeting point the evacuees will be moved to the field and vice versa.

Appendix 4:

St. Edmund's Catholic Primary School

CONDITIONS OF LETTING SCHOOL KITCHEN

THE KITCHEN MUST BE LEFT CLEAN AND TIDY AFTER LETTING

1. Ovens and cooker tops must be cleaned.
2. Sinks must be cleaned out and wiped dry.
3. All worktops must be wiped down.
4. Floor must be swept clean and mopped if necessary.
5. All utensils used must be cleaned, dried and returned to their original place.
6. Only adults preparing food are permitted access to the kitchen area.
7. NO SMOKING in the kitchen at any time.
8. NO CHILDREN in the kitchen at any time.

The hirer is advised that they must adhere to the times agreed in the letting agreement.

Adequate time must be left before the end of the let to ensure the kitchen is left clean and tidy.

The Kitchen Certificate must be signed by both the Hirer and the Kitchen Supervisor (i.e. the Site Manager) at the beginning and end of the letting.

Appendix 5:

St. Edmund's Catholic Primary School

HIRER'S AGREEMENT WITH SITE MANAGER
(Site Manager's Certificate)

This agreement must be signed by both the Hirer and the Site Manager.
This agreement calls for the Hirer and Site Manager to check the condition of the area and facilities covered by the Hirer's booking at the beginning and end of the letting.

This agreement also covers any time which is spent by the Site Manager on duty beyond that of the Hirer's booking.

We have agreed that the condition of the area is acceptable on taking charge of the hired area.

HIRER Signature : .....

SITE MANAGER : Signature : .....

Date : .....

Time : .....

We have agreed that the condition *is/is not acceptable compared to that on taking charge of the hired area.

We are agreed that the Site Manager *was/was not/will be required to spend extra time on duty.

Estimated time required : .....

HIRER Signature : .....

SITE MANAGER Signature : .....

Date : .....

Time : .....

(* Please delete as necessary)