

ST JUDE'S CATHOLIC PRIMARY SCHOOL

LETTINGS POLICY



Our Mission:

We live, love and learn together joyfully in Jesus' name.

1. Roles and responsibilities

The governing board will be responsible for:

- Reviewing the applications of a proposed letting arrangement and conducting a risk assessment to determine whether the arrangement would pose a risk to the primary activities of the school and its pupils.
- Contacting the LA and the DfE.
- Contacting a legal expert with regards to transactions, for specialised guidance.
- Ensuring any safeguarding risks associated with the letting are identified and addressed.
- Ensuring hirers have appropriate child protection and safeguarding policies and procedures in place.
- Ensuring hirers follow the DfE's 'After-school clubs, community activities and tuition: safeguarding guidance for providers'.
- The overall oversight of the letting, handling any queries from the hirer.
- Communicating any relevant information to the hirer, e.g. fire safety precautions.
- Agreeing fair prices for the use of the premises; these will reflect the condition of the facilities but remain competitive enough to be accessible to the wider community.
- Working with the headteacher to ensure all relevant policies and procedures are implemented and made available to hirers.

The headteacher will be responsible for:

- Ensuring compliance with the premises licence.
- Acting as or appointing a designated premises supervisor.
- Liaising with the governing board to establish whether or not the proposed activity is suitable for the premises.
- Ensuring that the school has the correct insurance in place for hiring out the premises.
- Checking the hirer has the appropriate public liability insurance.
- Working with the site manager to ensure the premises are fit for use.
- Ensuring hirers familiarise themselves with the relevant school policies and procedures, e.g. the Fire Safety Policy and the Asbestos Management Policy.
- Ensuring the school adheres to its Premises Management Policy.

- Reviewing and, where necessary, amending the school's Letting Premises Risk Assessment to help ensure the safety of the hirer and their visitors.
- Assessing whether the activities the hirer is requesting could result in disrupting any asbestos and taking the relevant safety measures as a result.
- Reviewing the relevant safeguarding checks carried out by the hirer to ensure they comply with the school's policies.

The site manager will be responsible for:

- Ensuring the facilities and equipment requested are clean and in a good working condition for each hirer.
- Working with the hirers to ensure high levels of security are maintained.
- Showing the hirers how to properly secure and lock the premises after use.
- Organising any repairs and/or replacement of equipment.
- Notifying the hirer of any known asbestos in the school.
- Ensuring the hirer is made aware that CCTV cameras are installed within the school and ensure they have read the Surveillance and CCTV Policy.

The DPO will be responsible for:

- Being the main point of contact for data protection enquiries from current and potential hirers of the school premises.
- Ensuring that the statutory privacy information is provided to the hirer.
- Assisting the hirer with any data breach investigation, where necessary.
- Ensuring that the school's Privacy Notice for Third Parties is kept up-to-date, and that it is published on the school's website.
- Ensuring that the hirer's information is stored in accordance with the Data Protection Policy.

Hirers will be responsible for:

- Ensuring the proper use of the facilities and equipment they have requested to use.
- Taking the necessary steps to ensure there is no damage to any equipment or furniture, or the building itself after use.
- Ensuring all related visitors and volunteers have signed in during their period of hire.
- Leaving the premises in a clean and tidy condition.
- Working with the site manager to ensure that the premises are secure after use.
- Obtaining adequate public liability insurance to a minimum of £5 million.
- Providing the headteacher with proof that they hold a current and relevant insurance policy.
- Obtaining all necessary safeguarding checks for all activities involving children, e.g. DBS checks, and providing proof of this to the headteacher.
- Reading the school's safeguarding policies and procedures and ensuring they understand the rules and procedures detailed within.
- Informing the governing board of the activities that will be undertaken on the premises.
- Adhering to the school's Letting School Premises Risk Assessment.
- Adhering to the DfE's 'After-school clubs, community activities and tuition: safeguarding guidance for providers'.

LETTINGS PROCEDURE

The Application Process

Temporary lettings

- The hirer submits two copies of the application form (Appendix 1) which sets out the time and date of the proposed hiring and the precise definition of the premises and facilities to be hired, including changing rooms for sporting events, toilets and kitchens.
- The application is considered by the Finance Committee or Headteacher on its behalf and a decision is made whether to permit the hire.
- One copy of the application form is returned to the applicant with a letter of confirmation setting out the terms of hire, including insurance requirements (Appendix 2).

Contract lettings

- The hirer submits two copies of the application form which sets out the time and date of the proposed hiring and the precise definition of the premises and facilities to be hired, including changing rooms for sporting events, toilets and kitchens.
- The application is considered by the Finance Committee or Headteacher on its behalf and a decision is made whether to permit the hire.

1. **Licence** agreement is when a childcare provider is using an internal designated space within school premises for a certain time and the control of such remains with the school.

2. **Lease** accommodation is where the childcare provider is granted a legal interest in the accommodation and they have exclusive use of the areas. The childcare provider is responsible for the maintenance/repair of the accommodation during the term of the lease.

A copy of the licence/lease should be signed and agreed by Governing Body.

The Payment Process

- All lettings should be paid in advance.
- Prior to the letting an Invoice Request should be completed in full, signed by the Headteacher and countersigned by another authorised signatory.
- If the invoice has not been paid the letting arrangement will be immediately terminated. If the debt is not recovered contact the LA Legal Department for advice on the possibility of taking legal action.

Current Lettings and waivers at St. Jude's Catholic Primary School:

- Currently Central Education run an after school club at St. Jude's. It has been agreed by Governors that the fee for using our premises is waived because pupil uptake is low and this compensates for their loss of income incurred.

Safeguarding

The school will ensure that appropriate safeguarding arrangements are in place when letting school premises of facilities that involve work with children. Organisations submitting a lettings request involving working with children and/or young people will submit a signed copy of their current safeguarding policy.

Where the hiring of school premises or facilities for work with children, regardless of whether the children are on the school roll, is directly supervised or managed by school staff, the hirer will abide by the school's safeguarding arrangements.

Where the services are provided separately by another body, the school will seek assurance that the body concerned has the appropriate safeguarding procedures in place. The school will inspect the provider's safeguarding policy prior to the commencement of the letting.

Hirers will be expected to adhere to the DfE's 'After-school clubs, community activities and tuition: safeguarding guidance for providers'.

- The school will ensure that safeguarding requirements are communicated with the hirer prior to the letting.

Adopted by the Governing Body: March 2019

Reviewed March 11th 2021 after Audit visit

Updated: December 2024

APPENDIX 1

APPLICATION TO HIRE EDUCATIONAL PREMISES

Applications to hire educational premises are required to be made by completing this form and returning it to the following address at least 10 days before the period of hire required:

The School Representative (Hire of Premises)
St Jude's Catholic Primary School
St Jude's Close
Maypole
Birmingham
B14 5PD

Premises Required

(e.g. pitch, classroom, hall, etc)

Date and Time Required (for single booking)

Date:

Start time Finish time:

Dates and Times Required (for regular/block booking)

Start date

End date

Frequency of use

Start time Finish time:

Purpose of Hire

Number of persons the hirer intends will be using the premises during the period of hire

Details of Hirer/Organisation

Name of Hirer/Organisation

Contact address

Telephone number

If an organisation, name of person representing the organisation

Please also complete the details required overleaf

Does the hirer have public liability insurance to cover the hiring?

If yes, please complete the following:

Name of insurer:

Policy number:

Amount of insurance cover provided:

Date of expiry of policy:

Is the hirer intending to sell any foods, goods or refreshments at the premises?

(If yes, please refer to clause 14 of the Terms and Conditions of Hire)

Does the hirer have any specific requirements?

(e.g. the provision or setting out of chairs/tables etc)

Signature of Hirer/Authorised representative of the Hirer_____

Name in full _____ **Date** _____

By signing this form you are indicating to the school that you have read and fully understand and comply with the terms and conditions document supplied.

TERMS AND CONDITIONS OF HIRING FACILITIES

School Responsibilities

For the duration of the letting period schools will be responsible for ensuring the following provision:

1. Adequate means of escape in an emergency adequate equipment available for the use should an emergency situation arise. This should include: fire extinguishers, first-aid kit, access to telephone.
2. Adequate heating, lighting and ventilation. This should include external lighting where required.
3. Safe equipment and premises.
4. Individual arrangements should detail which equipment should be used and which not.
5. Assistants available on call to deal with defects to school plant or equipment to ensure premises are secured. Sufficient information given to hirers on operation of plant, equipment and emergency facilities. (This will include, for pool hire, copies of normal and emergency procedures).
6. Arrangements are in place to ensure the security of the premises at the end of the letting period if appropriate.
7. In addition to the above provisions, schools must ensure that hirers will have adequate supervision in attendance during letting periods. For swimming sessions this will require evidence of valid life-saving qualifications being produced.
8. Schools will be required to carry out periodic monitoring of hire activities to ensure compliance with hire conditions.

Hirers Responsibility

Once you have signed this contract you agree to all the terms and conditions listed below. It is important that you read these terms and conditions carefully and that you make sure you understand the terms and conditions fully. After you have signed this terms and conditions form you should return it to the school office along with your booking form as soon as possible.

If you have booked a facility via telephone, fax or e-mail, this will not be confirmed until you return both a completed and signed booking and terms and conditions form.

1. Contractual Agreements

The times and dates that you request will be considered and where possible granted, if the facilities or the times that you requested are not available then the school will contact you the hirer to discuss alternative options. The time that you are allocated is to be adhered to. As the hirer or person in charge of the group you must ensure that all members of the group arrive on time or as near to the time as possible and must leave on time. Failure to leave after ten minutes into the next hour will result in a penalty charge of (£10) being charged to the hirer or the person in charge of the group. Continued failure to leave the facilities on time will result in the termination of the contract.

2. Damage to School Property

The hirer shall be liable to the Headteacher for improper use of any facilities. If the hirer causes any damage to property then the hirer will be liable to pay for all charges and expenses incurred in the process of rectifying the damage.

All hirers must have adequate and suitable Public Liability Insurance and this is the responsibility of the hirer and not the school/Local Authority. The school reserves the right to refuse admission to any hirer.

3. Health and Safety

Fire Alarm and Evacuation Procedures

For the duration of the letting the hirer will be responsible for ensuring familiarity with emergency equipment such as fire extinguishers, alarm call points, telephones and first-aid facilities. An emergency evacuation procedure is established. This will detail who will be responsible for taking control, calling emergency services and where to assemble. Consideration should be given to the needs of individuals with special needs.

For safety and fire prevention reason, no garlands or decorations are used other than those agreed in advance with the School Representative, which must not be of a combustible nature.

Guidance

School to give details of Fire Safety Procedures.

Lighting and Electrical Safety

During the period of hire, the Hirer shall ensure that

- No lighting, heating, power or other electrical fittings or appliances in the premises are altered, moved, or in any way interfered with.
- No additional lights or extensions from the existing electric light fittings are used without the previous consent of the School Representative.
- Electrical appliances brought onto the premises have been tested for electrical safety (Portable Appliance Test Certificates may be required for inspection by the school).

Security

All entrances and exits must be kept clear at all times. Do not open fire exits as this poses a security risk.

Guidance

The school should give details of existing security measures.

Eg: controlled access, CCTV, gates, fencing etc.

4. Alterations, Advertising and Care of Premises

1. No bolts, tacks, screws, bits, pins, or other like objects shall be driven into any part of the Premises by the hirer nor shall any placards or other articles be fixed to any part of the premises

2. No advertisements of any type are to be displayed inside or outside the premises by the hirer without the prior approval of the School Representative.

3. No alterations shall be made to the premises by the hirer, either in construction, arrangement of public accommodation, lighting, heating, seating, fixtures, fittings, exits or otherwise without the prior written approval of the School Representative.

4. Footwear likely to damage the floors is not to be worn. Damage caused to any surface through inappropriate footwear will result in additional charges being incurred by the hirer to pay for the damage caused.

5. Facility Tariffs and Charges

The tariffs and charges for the hiring of the facilities are made in accordance with the Governing Body of the school. Additional charges may be incurred by the hirer if malicious damage has been caused. We have been advised by the Local Authority that all hirers must take out Public Liability Insurance.

6. Smoking, Drugs and Alcohol

Smoking is strictly prohibited in the school and external grounds. If a hirer or any member of the hirer's group wishes to smoke they must go outside the grounds using only open entrance/exit doors and not fire exit doors. Cigarettes must be properly extinguished and disposed of. Drug taking is strictly prohibited and any incident that occurs will result in the immediate termination of the hirer's contract, unless the hirer can prove that the drugs are for medical reasons. Alcohol consumption is strictly prohibited and any incident that occurs will result in the immediate termination of the hirer's contract.

8. Staff

The school and the LA will not tolerate any verbal, physical or mental abuse towards its staff. Staff at school may at times inspect the facilities to make sure that all terms and conditions are being complied with and does not need to give any advance warning. If school staff feel the terms and conditions are being breached you will be informed. Failure to further comply after this point will result in the immediate termination of your contract.

9. Prevention of Nuisance

1. The hirer shall ensure that any music played or provided at the premises, or noise levels from functions or activities taking place on the premises, do not cause a nuisance either within the School or to surrounding premises or any nearby residential accommodation.
2. The hirer must ensure that cars belonging to their patrons are not parked so as to cause an obstruction at the entrance to, or exits from, the school and do not obstruct or delay access to the School by emergency vehicles.
3. The hirer shall take all reasonable measures to ensure that cars belonging to patrons do not obstruct the public highway outside of the school or access to adjacent private property and that undue noise is not caused on arrival or departure.
4. The hirer shall comply with any requirements of the School with regard to parking of vehicles.

10. Equal Opportunities

The hirer must not discriminate, or permit others acting on his behalf to discriminate, in any of its activities held in the premises.

11. Payment

You as the hirer are responsible for payment of the facilities you are hiring.

Guidance

The school should give details of invoicing, payment dates, methods of payment and penalties for late payments.

12. Cancellation

The hirer may cancel their booking at any time, but must give a minimum of one months notice prior to the cancellation. A minimum of 48 hours notice should be given for cancellation of a particular date or individual session. A charge may be made in respect of inconvenience cause to the caretaking staff if no notification is received by this time.

13. Licences and Permissions

The hirer is responsible for any licences and permission they may need for example advertising. The school will not be held responsible for the hirer breaching any licences or permission agreements.

14. Food Refreshments and the Sale of Goods

The hirer may not sell or allow to be sold on the premises any food, refreshments or goods without first obtaining the written consent of the Governing Body. The hirer shall, if selling food, refreshments or goods on the premises, comply with all relevant legislation

15. Lost Property

The hirer or the person in charge of the group has a responsibility to ensure that no personal or group property is left at the school. However, if this occurs the school will retain the item for a maximum of seven days, after which the item will be disposed of unless you contact the school to arrange collection.

16. Equipment

No school equipment other than that specified at the time of letting is used. School furniture shall not be moved by the hirer except by arrangement with the caretaker or person holding custodianship for the time being e.g. relief caretaker.

17. Litter

Litter and property belonging to the hirer is to be removed by the hirer at the end of the period of hire. Any costs incurred in removing these items will be paid by the hirer.

18. Other

If you have more than one booking please note that each booking is treated as a separate booking. Parking in the car park is free of charge and you and any members of your group leave vehicles at your own risk. The school will not be held responsible for any loss or damage to vehicles or any contents you leave in it.

APPENDIX 2

HIRE AGREEMENT FOR EDUCATIONAL PREMISES

The hirer is required to sign and return one copy of this Hire Agreement to the following address:

St Jude's Catholic Primary School
St Jude's Close
Maypole
Birmingham
B14 5PD

Please note that until such time as the signed Hire Agreement is received by the School, together with any deposit or payment required, there is no firm booking with the School for the hire. This means that the School is free to accept alternative bookings for the Premises without any obligation to the Hirer, and accepts no responsibility whatsoever for any costs incurred by the Hirer in anticipation of the hiring proceeding. Following receipt of the signed Hire Agreement by the School, cancellation of the hiring shall be governed by the School's Terms and Condition of Hire.

Premises

Date and Time Period of Hire (for single booking)

Date
Start time:
Finish time:

Date and Time of Period of Hire (for regular block booking)

Start date:
End date:
Frequency of use:
Start time:
Finish time:

Purpose of Hire

Maximum Capacity permitted in the premises

Hirer /Organisation

Hirer's Authorised representative if an organisation

Cost of Hiring

Deposit Required

Date for Payment of Cost of Hiring/Deposit

Any additional sum required as security (to be refunded to the Hirer following expiration of the period of hire if all obligations have been complied with

Insurance Requirements

Details of any consents given by the Governing Body regarding sale of foods, goods or Refreshments

Specific requirements of the hirer agreed and noted by the school

I confirm that I have the St Jude's Catholic Primary School Lettings Terms and Condition of Hire that have been supplied to me. I agree that this hiring is governed by those Terms and Conditions of Hire and I agree to observe and perform the requirements of the Hirer as set out in the Terms and Conditions of Hire.

Signature of Hirer/Authorised representative of the Hirer _____

Name in full _____ Date _____

Appendix 3

Scale of Charges :

	Commercial	Educational
Hall per day	£87.50	£55.00
Hall per hour	£17.50	£11.00
Classroom per hour	£ 9.25	£ 6.50
Playground	£ 3.64	

Costs:

Caretaker per visit:

Monday – Saturday	£26.00
Sunday	£52.00

Heating per hour:

Hall £5.00
Classroom £0.50

The Head teacher and Governors have made the decision not to let the school premises to external agencies without prior approval