

'Our school community is inspired by the parable of the Good Samaritan from the Bible (Luke 10:25-37), where we are encouraged to love one another with courage and compassion. Through friendship, kindness and thoughtfulness, we will nurture each other to learn and flourish as individuals.'

Loving one another. Learning for our future.



St Cuthbert with St Matthias CE Primary School

Lettings Policy

Written 2002

Re-Written: October 2016

Approved: by Finance & Premises Committee (Resources and Risk), November 2019

Next Review: Autumn 2023

LETTINGS POLICY

The governing body controls the use of the school premises outside school hours and delegates the responsibility for premises lettings to the Resources and Risk Committee of the Governing body.

The governors are aware that candidates in parliamentary and local elections have rights to use school rooms for public meetings when they are not being used for educational purposes, or if the premises are not under a lettings agreement. The Returning Officer (the person responsible for organising the election) may use the school rooms at any time for an election. The Returning Officer will not have to pay rent, but must repay any costs arising.

The governors will consider applications for premises lettings and community use from a variety of registered organisations and groups including: adult education, out of school childcare, sport, youth clubs and voluntary organisations. Applications for private lettings will also be considered.

The governing body is aware that it may not use their delegated budget to subsidise non-school activities. Other sources of income must be found for that. The governing body is aware that it may charge some organisations more so that the extra funds can be used to subsidise community users. Overall though, community use must at least cover its own costs. Each letting will be costed by the governing body and will take account of the school keeper's overtime payments, energy costs and any other associated expenditure. Hourly rates will be set annually by the Governing Body. The minimum charge will be for 2 hours, to allow time for opening, closing and for site security.

The governing body is aware of the need to ensure the school site and buildings are safe and secure during and lettings and therefore require that the school keeper is present during the letting period. The governing body is also aware that the school keeper will not always be available and therefore will only enter into long term letting agreements in exceptional cases. Due to the governing body's requirement regarding public liability insurance, licenses and copyright consent, governors will not normally consider letting to individuals. All requests for lettings or community use of the school premises will be considered by the Resources and Risk Committee of the governing body and need to be made on the appropriate booking form 4 weeks before the date of the proposed use. This duty may on occasions be delegated to the Headteacher.

The governing body is fully aware of its legal requirements relating to premises lettings and community use and has adopted the London Diocesan Board for Schools' guidance.

HIRE OF ST CUTHBERT WITH ST MATTHIAS SCHOOL'S PREMISES

To be completed by the person, aged 21 or over, who will be responsible for the payment of the charges for the use of the accommodation and other facilities and who will give the indemnity required by the conditions described in Part C.

This application must be forwarded to the person named at the bottom of this page as early a possible and not less than 14 calendar days before the date of the proposed use.

PART A ~ APPLICATION (please complete in black for good photocopying and print throughout)

1. **Organisation / Person applying**.....

2. **Person responsible for payment**.....

Address.....

Postcode..... Daytime telephone..... Evening Telephone.....

3. **Contact person** (if different from No.2).....

Address.....

Postcode..... Daytime telephone..... Evening Telephone.....

4. **Purpose of Hiring.** (If this is “a meeting”, please specify)

5. **Accommodation required**

Accommodation required	No. of chairs	Day of the week	Date / No. of weeks	Time of proposed occupation	
				From	To

6. **Number of people expected to attend**.....(see Part C No.12)

7. On behalf of the organisation / person described in (1), whose authority I have to bind them by signing this application. I accept the Conditions of Hire described in Part C.

Signed.....

Name..... Date.....

Completed application to be sent to:
 Chair of Governors, St Cuthbert with St Matthias CE School, Warwick Road, SW5 9UE

PART B ~ To be completed by the School

Dear

Thank you for your application for the hire of our school premises.

The arrangements for your letting are as follows:

1. **Rates to be charged:**.....
2. **Payment due before:**
3. **Hirer's insurance** – Please attach copy of policy or other evidence date seen:.....
4. **Car-parking arrangements:**.....
.....
5. **Any special arrangements to be made:**.....
.....
.....
6. **Responsible person from the school on duty for the letting:**.....
7. **People to be notified:**.....
.....

Yours sincerely

Mr H Adourian
Chair of Governors

GUIDANCE NOTES FOR GOVERNORS

1. **Hiring rates** Legislation requires that any costs of hiring premises which are charged to the school's delegated budget must be repaid to that budget from income received, for example costs of electricity, heating and payments to the site-manager.
2. **Income** The governing body is legally responsible for the premises of a voluntary aided school and should decide how income is to be spent. However, governors must remember that the school's delegated budget has to be refunded for all heating, lighting and any staff salary costs before allocating income to anything else.
3. **Numbers** (Condition No.6) Governors should remember that they have a legal responsibility to comply with the maximum figure allowed under health and safety requirements for their premises. Maximum numbers permitted to attend a car boot sale should be obtained from the local authority.
4. **Licenses** There is no national guidance regarding the issue of licenses, each local authority decides its own policy, so requirements can vary between authorities. The requirements given in Condition 4 are generally applicable.
5. **Continued use** The continued use of school premises for other than education purposes e.g. car boot sales on a weekly basis, should be checked with the local authority.
6. **Site manager**
 - a) Voluntary aided schools are not bound by national agreements between LEAs and unions and are free to decide whether or not the site-manager should be on site throughout a period of hire.
 - b) The site-manager should be informed of all lettings, whether or not s/he will be on duty for the letting.
 - c) If the site-manager is not to be on duty, the person responsible for supervising the letting must know the procedures to be followed in the event of an emergency, for example, the whereabouts of first aid supplies, emergency telephone, fire-extinguishers, emergency exits. S/he must also know the procedure for reporting any damage to property or premises and ensure that a report is submitted.
7. **Car-parking** Governors should ensure that they comply with their local authority's requirements relating to the parking of cars.
8. **Cases of disorder** (Condition 19d) It is advisable for governors to provide a clear procedure to be followed by the site manager, or other member of staff, should it become necessary to require the hirer to vacate the premises.
9. **Security and keys**
 - a) The head and chair of the governing body should agree on who hold keys to the premises.
 - b) The names, addresses and telephone numbers of key holders should be held by the LEA, police and fire services. It is important that correct procedures are followed or any claim on insurance could be jeopardised.
 - c) Anyone (governors, head or staff) going on to the premises outside school hours should notify the site-manager.
10. **Use of premises for elections** For parliamentary, local and European parliamentary elections, the Returning Office may use any part or all of a voluntary aided school for the purposes of the election.

The candidate(s) in such elections are entitled to use "free of charge", at reasonable times, a suitable room(s) in the school for public meetings. "Free of charge" means that the school cannot make a "hiring" charge for this use of the premises. However, any expenses incurred in preparing, heating, lighting, cleaning the room(s) or caretaking costs, are met either by the Returning Officer or the candidate, as appropriate.

PART C ~ CONDITIONS OF HIRE *This section to be retained by the hirer for reference*

1. Insurance

The hirer must arrange **public liability insurance**:

- to protect the hirer against third party claims for loss, damage, injury or death arising out of the use of the premises for not less than £2 million, and
- to provide an indemnity cover in respect of damage to the premises hired for not less than £2 million where such damage can be attributed to the negligence of the hirer or his/her employees or agents;
- indemnity should be extended to include the governing body of the school.

The hirer shall indemnify the Governing Body of the school against:

- all claims, loss, damage or injury which may be brought against or suffered by the Governing Body arising from or in consequence of their hiring of the school premises or equipment;
- the cost of reinstating or replacing any part of the premises or any property which shall be damaged, destroyed or removed during the period of the hiring of the premises;
- any infringement of copyright which may occur during the hiring (if applicable).

2. Health and safety

The hirer is responsible for ensuring that all people using the school premises during the hire period are aware of exits, emergency exits and that the hirer's staff know the location of fire-fighting equipment.

No exits or corridors may be locked or fire-fighting equipment removed.

Occasional Fire drills will be arranged for the benefit of regular lettings.

3. Alcohol

Alcohol may not be consumed on the school premises without the written permission of the Governors.

4. Licences and copyright

The hirer is responsible for obtaining all necessary licences and copyright consents. The Governors are entitled to require proof of a licence and copyright consent 48 hours before the hiring.

(Licences are issued by the local authority and are usually required for:

- *any function at which alcohol is sold;*
- *an entertainment advertised in the general public whether on payment or otherwise.*
- *Licences are not required for:*
- *bazaars, jumble sales, car-boot sales, bingo. Whist-drives etc where the proceeds are for the school;*
- *wedding receptions, private parties where alcohol is provided but not sold.*

Copyright consent may be obtained from the Performing Rights Society, 020 7580 5544)

5. Car parking

Arrangements for parking on the school premises to be notified to the hirer by the Governors when the application is accepted.

6. Smoking

Smoking is not permitted anywhere inside the school buildings.

7. Payment

- Occasional lettings: a non-returnable deposit of 50% shall be paid when the application is made; the balance to be paid no later than the day of the event.
- Block bookings: payment to be made on invoice at the beginning of each term with full payment required by the half-term.

8. Fixtures and fittings

No fixtures or fittings or other objects shall be driven into the fabric or furnishings, or affixed to them, without the prior written agreement of the Governors.

9. Use of furniture and equipment

The movement of school furniture and equipment from room to room is not permitted, unless previously agreed in writing with the governors. The use of all equipment and apparatus is subject to the prior written agreement of the Governors.

10. Hirer's apparatus / equipment

The hirer shall obtain the Governors' written agreement to the bringing onto the school premises of any apparatus or equipment.

The hirer shall ensure that such apparatus or equipment is removed within such time as the Governors may allow. Any property not so removed may be removed by the Governors at the hirer's risk; the cost of such removal, together with any storage charges incurred by the Governors, shall be recoverable from the hirer.

For all conditions, "Governors" means Governors or their appointed agent, the Headteacher or Deputy Headteacher.

11. Liability

The Governors shall not be liable for any loss or damage caused to the hirer or to any other person as a result of:

- a) any failure or defect or want of repair in any of the fixtures, fittings, furniture, equipment or appliances belonging to the school or LEA at the school; or
- b) any failure or interruption in the supply of water, gas or electricity to the accommodation; or any defect or want of repair in the premises or in the means of access to the premises; or
- c) any theft or malicious or accidental damage to or loss of any property of any person taken or left at the premises.

12. Numbers

The hirer shall not allow on the school premises more than the number of persons stated in the application form.

13. Use of premises

The use of the school premises is limited to the times and nature of the event described in the application form. The hirer is responsible for ensuring good order is maintained throughout the period of hire.

14. Advertisements

- a) No advertisements, emblems or slogans shall be displayed outside the school premises without the prior written permission of the governors.
- b) The hirer shall remove from inside the premises any advertisement, emblem or slogan if, in the opinion of the Governors, is unlawful, unseemly, likely to lead to a disturbance or expose the premises to undue risk of fire.

15. Right of entry

The Governors, the Headteacher, Deputy Headteacher and others appointed by the Governors, shall have right of entry to the premises during the hiring.

16. Reporting damage

Any damage to the premises or its contents by the hirer must be reported on the day of hire to the site-manager or person from the school supervising the letting. This must be followed by a written report on the damage caused.

17. Additional conditions

The **Governors** reserve the right to provide additional conditions to those described in this paper as they consider appropriate.

18. Condition of premises

The hirer is responsible for leaving the premises in the same condition as it was before the hire and for ensuring that everything is clean and tidy.

19. Cancellation

- a) Occasional bookings: The hirer to give at least 10 calendar days' notice of a cancellation.
- b) Block-bookings of a term or longer: at least two months' notice of cancellation to be given by the hirer or Governors. Shorter periods of notice may be mutually agreed.
- c) If the Governors consider it likely that any one of these conditions will not be complied with by the hirer, the Governors may terminate the hiring forthwith by written notice to the hirer.

If, during the period of a hiring, any Governor, the Headteacher or any other authorised member of staff who may be present is of the opinion that any of these conditions have not been complied with or that disorder, damage to property or an illegal act has taken place or is threatened, that person may summarily terminate the hiring by oral notice to the hirer, or) in his/her absence) to

- d) any other person or persons apparently in control of the proceedings, whereupon the premises shall be vacated forthwith.
- e) In the event of the hiring being cancelled under either c) or d) above the Governors shall be under no liability to refund any payment made for the hiring or to compensate the hirer or any other person for any loss or damage sustained in consequence of the cancellation.

PART D

Schedule of Letting Charges 2016

Room/Area	Within Opening Hours per hour	After Hours per hour (minimum 2 hours)
Hall	£40	£54
Children's Centre Main Room	£30	£40
Children's Centre Small Room	£10	£13.50
St Matthias House Main Room	£20	£27
St Matthias House Crèche	£10	£13.50
St Matthias House Main Room and Crèche	£30	£40
Entrance Playground (with toilet access)	£20	£27
Rear Playground (with toilet access)	£30	£40
Entrance Playground (without toilet access)	£10	£13.50
Rear Playground (without toilet access)	£15	£20
Classroom	£20	£27