

St Clement's Catholic Primary School

Lettings policy



Approved by:	The Governing Body	Date: November 2023
Last reviewed on:	November 2023	
Next review due by:	November 2024	

Objectives

- The Governing Body actively encourages community use of the school buildings. However, it reserves the right to refuse any lettings it may choose.
- Educational usage constitutes a natural priority;
- A profit margin may be included when derived from private or commercial usage but are not the objective when facilitating education activity by designated users.
- The Governing Body will ensure that the school budget does not subsidise non-school activities and that all costs are recovered. The Governing Body will review charges annually.
- The Governing Body is committed to safeguarding and promoting the welfare of children and young people and expects all hirers of the school premises to share this commitment. All hirers working with children are required to have current DBS clearance at an appropriate level for those individual working in school premises as or on behalf of the hirer. The appropriate level is as defined by the Disclosure and Barring Service.

Guiding Principles

- All hirers and those working for them who will be in contact with children, must produce original and valid DBS clearance at the time of hire. Copies of certificates will be kept on file in the school.
- Any hirer who does not have DBS clearance, can apply for it through the school, and will be expected to pay the charges made by the DBS and Babcock as the registered body.
- School Premises Conditions of Hire Conditions must be adhered to (see appendix 1).
- A School Letting - Initial Request Form (see Appendix 2) must be completed by ALL applicants. A Hiring Agreement (see appendix 3), if approved by the school, will be returned to the Hirer. For long-term lettings application forms will be reviewed on an annual basis.
- Each hirer will be required to nominate a contact person. Such a person is deemed to be in charge and able to investigate any difficulties which may arise.
- The Governing Body will determine if a nominated person from school e.g. the caretaker, is required on site when the premises are being used. If not, a responsible person, on behalf of the Hirer, previously agreed with the school, must be on site throughout the letting. If the caretaker or other school employee needs to be on site, then a charge will be made.
- Normally, a member of staff will be required to open up and lock up during any letting outside school hours, and a charge will be made. Exceptions to this must be agreed by the Governing Body.
- When the caretaker is present, he/she will give reasonable assistance, within the terms of his/her employment, to the hirers.

- If the caretaker is in attendance and the hirer provides additional personnel to prepare for a letting, these personnel shall be subject to the general direction and control of the caretaker.
- All formal hiring of the schools premises, including those for which no charge, is made shall be properly documented. All hirers **must** complete a HIRING AGREEMENT FOR SCHOOL PREMISES and will receive a copy of the CONDITIONS OF HIRE. The Hiring Agreement is a contract, which the governors may enforce at law.
- The minimum hire period will be one hour. Charges are applied for each part hour as a full hour.
- The governors have delegated the authority to accept applications for hire to the Head Teacher.
- The Head Teacher will consider the impact of the letting on the asset and ensure that overuse of facilities for lettings does not lead to excessive wear and tear.
- The Head Teacher will also consider the impact of the letting on the ethos of the school and has the right to refuse any lettings for activities she deems to be in conflict with the school's mission statement and aims.
- No member of staff is allowed to vary that in terms and conditions from which the school premises are hired to either individuals or organisations nor to deviate from the governors' published charging policy without the express permission of the Governing Body.
- The governors will review the policy biannually and the scale of hire charges for the forthcoming year will be reviewed and updated regularly.
- In support of the whole school community and to be inclusive, as part of the letting agreement Clubs should offer 2 Free of Charge places for Pupil Premium Pupils. To be determined by the headteacher.

Scale of Charges

In arriving at their scale of charges the governors have followed the following principles :-

- I. Group A (see below) will not be charged.
- II. Group B (see below) will be charged at current SCC rate or in exceptional circumstances, at a rate agreed by the Governing Body.

A copy of the current scale of charges appears in appendix 4.

Group A Use

The following qualify for free letting:

- a) All school events (parent consultations, governors meetings, performances, fundraising etc)
- b) Parent/Friends meetings and Events.
- c) Parish events by agreement

Group B Use

These lettings are for those who book a room/space on a regular or occasional basis; i.e. once a month/week, for example: community use: adult education and other classes; training courses; meetings.

Extended Use of School

In line with the Surrey County Council Finance Manual (Section - Community Use of Schools - Extended Use), users will be charged a Service Charge which is based on the school being in use at the times of the agreement. The rates given in Appendix 4 are a guideline to the minimum charges. Heating costs outside school operating hours, staff overtime and other additional costs incurred by the Delegated budget will be charged at cost.

APPENDIX 1

ST CLEMENT'S CATHOLIC PRIMARY SCHOOL PREMISES CONDITIONS OF HIRE

1. Use of School Premises

- The use of the school premises during the period of hire shall be confined to the use or uses identified in the Hiring Agreement.
- The school premises will, as a general rule, close no later than 11.00pm. A Hirer who wishes an extension to this, will need to have this agreed on the Hiring Agreement.
- The premises will be supervised by the Hirer throughout the letting.

2. Hire Charges

- Payment must be made in advance for one-off and occasional lettings; the full fee will be due 14 days in advance of the letting. A deposit/bond of £100 for all bookings is required at the time of the booking.
- The bond will be refunded provided conditions of hire are complied with.

3. Cancellations

- Cancellation of bookings must be received by the school governors not less than 14 working days in advance of the date of hire.
- In the event of cancellation the deposit will be forfeited.
- Cancellations received less than 7 working days before hiring will forfeit the hiring costs in full.
- The school governors reserve the right to cancel any booking without prior warning or to vary these conditions or the hours of the booking.

4. Preparation and Cleanliness

- The Hirer is responsible for setting up the room.
- The Hirer is required to leave the premises in a clean and tidy condition, having removed all rubbish before leaving the premises.
- The Hirer is requested to replace chairs and tables and other furniture and to close all windows and external doors on completion of the booking.
- Setting up and tidying up at the end must be included in the hours of hire.
- The Hirer is required to replace to their original position any external furniture, fittings and equipment, which have been moved as a result of the booking e.g. netball posts, picnic benches.
- The Hirer is required to ensure that the gates are locked if the caretaker is not on site.

5. Damage and Breakages to School Property

- Breakages must be reported to the school governors within 24 hours of the incident.

- Hirers must indemnify the school governors for any damage, however caused, arising during or in respect of the Session.
- The Hirer shall take all reasonable precautions to ensure and safeguard the safety of persons and school property including property in and upon the buildings and grounds by the provision of adequate supervision and control at all times.

6. Noise and Public Order

- Hirers using amplified music are required to keep the volume to an acceptable level to avoid causing nuisance to neighbours or other users of the school premises.
- All amplified sound must cease by 11pm.
- Hirers are requested to keep all unnecessary noise down to a minimum when leaving the premises.
- Particularly bearing in mind that the Premises are part of Diocesan school property for which proper respect is demanded, the Hirer will, without question, comply with the requirements of the school governors for the purpose of ensuring public order and decency. The Hirer shall be responsible for ensuring that in all cases conduct shall be decent, sober and orderly and nothing contrary to sobriety, decency or good manners shall be performed, produced, exhibited or represented therein.

7. Indemnification

- The use of the school premises is entirely at the risk of the Hirer. The Hirers shall indemnify the school governors and Diocese against all claims, demands, actions or proceedings and any loss, damage or injury which may be brought against or suffered by the school governors arising from or in consequence of the non-observance or non-performance of any of these conditions or any act, neglect, default or omission of the Hirer, his agents or servants, and all claims, demands, actions or proceedings in respect of the death or injury howsoever and by whomsoever caused of or to any person which shall occur or arise from any accident or occurrence which shall happen while such person is on or upon any part of the premises or its environs during the period of hire or in respect of any loss or damage suffered or sustained by any person in consequence of any such death or injury.
- The school governors are not responsible for any loss due to any breakdown of machinery, failure of supply of electricity, repair work, leakage of water, Government restriction or act of God, which may cause the hired premises to be temporarily closed or the hiring to be interrupted or cancelled. The Hirer shall indemnify the school governors and Diocese against any claim, which may arise out of the hiring in respect of any such loss, damage or injury.
- The Hirer shall adequately insure with an Insurance Company approved by the school governors against the foregoing and produce evidence thereof on demand.

8. Expiration of Hire

- Should the Hirer or his/her agents, servants or licensees remain on the Premises after the expiration of the period of hiring for any reason whatsoever, he/she will be liable to be charged in accordance with the scale of charges for the subsequent hire session of the facility and for any other charges incurred.

9. Sub-Letting

- The Hiring Agreement is personal to the Hirer and the Hirer shall not assign the benefit or interest he/she may have in the premises or sub-let or share possession any part of the premises.

10. Health and Safety

- Use of the trim trail and other play equipment is prohibited.
- Smoking is prohibited by law anywhere on the school site including in the playground and car park.
- It is the responsibility of the Hirer to observe all regulations, rules and conditions of licensing that pertain to issues of health and safety.
- The Hirer shall not bring or permit any other person or agent to bring articles of an inflammable or explosive nature which could cause damage or injury onto the Premises (or any article producing an offensive smell, or any oil, electric, gas or other engine).
- No additional cooking facilities may be brought into the building by the Hirer or by any person on their behalf.
- The use of smoke machines is prohibited.
- All seats are to be arranged with sufficient gangways to afford proper means of exit and all passages and exits must be kept free from obstruction.
- Caterers, contractors and persons employed by the hirer to supply refreshments will be required to observe all hygiene regulations and such other reasonable requirements of the Chief Environmental Health Officer.
- Those in attendance during the Session shall not exceed the numbers stated in the Hiring Agreement.
- The Hirer must familiarise him/herself with the procedures in the case of fire and/or evacuation. Notices are displayed throughout the premises.
- No dogs or other animals will not be admitted to the Premises, except for guide dogs (with the agreement of the School).
- All footwear should be cleaned prior to entry of the building.
- No wax, or powder shall be placed on the floors.
- The award of live animals as prizes is prohibited.
- Electrical equipment, other than that belonging to the school, must be tested in accordance with current regulations and the Hirer must be able to provide an appropriate Portable Appliance Testing (PAT) certificate, (if requested).
- Hirers are responsible for the provision of First Aid supplies and their administration.

- The Hirer is responsible for taking reasonable steps to ensure the health and safety of those present during the period of hire.

11. Sale of Alcohol

- The sale of alcohol is prohibited. The Hirer may provide his/her own alcohol with the written permission of the school governors. No alcohol is to be stored on the premises when pupils are in school.

12. Security of Personal Property

- The school governors will not accept any responsibility for any loss or damage to articles or equipment left upon the premises.
- Property used in connection with any hiring shall not be left upon the premises after the hiring. The school governors shall be entitled to dispose of any property left on the premises, as they see fit.
- The school governors will accept no responsibility for such property, and the Hirer shall be responsible for any costs or expenses incurred in the removal or storage or disposal of such property.

13. Wall Hanging/Decorations etc.

- The Hirer shall not attach to the walls and ceilings anywhere in the premises any decorations of a permanent or semi-permanent nature or attachments without the permission of the school governors.

14. Licensing

- **Performing Rights Licensing**

The school governors are not authorised to permit the use of copyright material in functions for which the premises are let. The organisers of functions on the premises must arrange directly with the Performing Rights Society and Phonographic Performance Ltd. for all licences required for the use of copyright material and undertake to indemnify the school in respect of any claim made under copyright law.

- **Film shows**

No film shall be shown unless the consent of the school governors is first obtained. The Hirer shall comply where applicable, with the requirements of the Cinematograph Act. (The premises are not licensed under the Act).

- **Bingo, Gaming Licence Duty**

The playing of Bingo, or other forms of permitted gambling must conform to all statutory and other current gaming regulations and requirements. Failure to adhere strictly, immediately terminates the Hiring Agreement with the school governors. Current regulations are available from HM Customs and Excise.

- **Public Entertainments Licence**

The school governors do not hold a Public Entertainment Licence for the premises. Public entertainment is prohibited.

15. Right of Entry

- The school governors or any agent of the school reserve the right of entry to the premises any time during the hiring. The school governors also reserve the right to refuse admission or to ask any person to leave the premises without stating any reason therefore.

16. The Children Act

- The Hirer must comply with the rules, regulations and conditions as set out in the Children Act.

17. Failure to Comply

- The school governors reserves the right to terminate any hirings immediately in the event of the Hirer failing to observe or perform any of the conditions or regulations herein contained and the school governors may retain the hiring fee and any other charges paid by the Hirer.

18. Modification of Conditions

- The school governors reserve the right to modify or vary any of these conditions or regulations or to impose special conditions where in his opinion the nature of any application so demands.

19. Loss of Use of The Premises Through Strikes etc.

- The school governors will not be responsible for any loss or damage suffered by the Hirer in the event of the accommodation not being available by reason of accident, war, civil commotion, force majeure, strike, lock out or any other cause beyond the control of the School. The decision of the school governors as to whether or not the accommodation is available within the meaning of this condition shall be final and binding on the Hirer.

20. Publicity And Marketing

- The publicity and marketing of any dance, concert, and entertainment shall be the full responsibility of the Hirer.

21. Cancellation Of An Event

- The Hirer is responsible for the running and staging of the event within the terms of this Hiring Agreement. The school governors will be under no liability to any third party resulting from the cancellation or alteration of the event or any other matters that are the responsibility of the Hirer. The Hirer will indemnify the school governors and Diocese against all such liabilities.



St Clement's Catholic Primary School

DIOCESE OF ARUNDEL & BRIGHTON

Fennells Mead, Ewell, Epsom, KT17 1TX • Telephone: 020 8393 8789

Executive Headteacher: Mrs T Lawlor

Head of School: Mrs I Chappell

www.stclements.surrey.sch.uk



SCHOOL LETTING - INITIAL REQUEST FORM

Name of Applicant		
Address		
Telephone Number(s)	Main:	
	Mobile:	
Name of Organisation		
Activity of Organisation		
Will the applicant be present during the booking?	YES	NO
If no, please give name and contact details for the person nominated to be present and in charge of the event/booking.		
Details of Premises Requested (Hall, Playground, Classroom etc):		
Date(s) Required:		
Start Time (including time for preparation)		
Finish Time (including time for clearing up)		
Use of School Equipment		

(please specify your request)			
Details of any Electrical Equipment to be brought on site			
Number of Participants			
Age Range of Participants			
Number of Supervising Adults			
Please tick to show the type of attendance:	Invited Guests	Ticket Holders	Open to General public
	Course delegates	Other (please specify)	

Insurance

The Hirer is required to have Public Liability Insurance. This should cover liability towards third parties in respect of bodily harm (which includes death, illness or disease) and for any loss of or damage to property including damage to school property, which happens in connection with the hirer's activities whilst on the school premises. Limit of indemnity should be £5,000,000 for any one event.

In the event that the Hirer does not hold Public Liability Insurance, the Hirer will need to pay a fee to the school for adequate cover. This will be charged at 15% of the letting fee, subject to a minimum of £5.00. This will provide cover under Surrey County Council's Public Liability Insurance.

I hold Public Liability Insurance that meets with the requirements given above.		I do not hold Public Liability Insurance.	
Copy attached.		Please arrange for this letting.	

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

Signed:

Date:



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Hiring Agreement For School Premises at St Clement's Catholic Primary School

DATE:

PARTIES:

1. The Governors of St Clement's Catholic Primary School ("the **School Governors**"), acting through its Chair of Governors.
2. (Name of responsible person)
.....
.....
..... (Name of organisation* and address) ('the Hirer').

The School Governors permit the Hirer to use the part of the premises described in paragraph 3 below on the following terms and conditions.

1. Purpose of Hiring:
2. Period of Hiring – Date(s)
Hours: from to ('the Session').
3. Description of room(s) and facilities within the premises to be hired including designated toilet facilities:
.....
..... ('the Premises')
4. Hiring fee: £ (per session)* payable in advance

Deposit received/payable* £ *

5. Date(s) of payment of fees/balance*

6. Period covered by public indemnity insurance:

7. The Hirer agrees to observe and perform the terms and conditions contained or referred to in the school premises Conditions of Hire for the time being in force and as attached to this Agreement and in the Rules governing the use of the premises, EXCEPT THAT ConditionsE shall not apply to this hiring.

8. The maximum number of people allowed in the school hall may be restricted by the fire service regulations.

9. The school premises will close at 11.00pm, unless otherwise specified in the agreement.

Signed by _____ Please print Name: _____
(for and on behalf of the Governing Body) (Chairman/Clerk)

Signed by _____ Please print name: _____
(the Hirer/For and on behalf of the Hirer*)

* Delete as appropriate

E List any numbered conditions that do not apply, or otherwise delete words from 'EXCEPT THAT ...'

CHARGES 2023- 2024

Lettings to Education Service Users *			
Hire	Standard Charge per hour	Youth Service Charge per hour	Caretaker Charge per hour
Class Room	£10.00	£10.00	£19.75
Hall	£20.00	£20.00	£19.75
Playground	£15.00	£15.00	£19.75

Whilst these rates will normally be applied to all hirers, the Governing Body has the right to negotiate the hire charges to non-Education Service hirers, depending on circumstances.

Extended use **	
Minimum Service Charge for 3 hours per day/39 weeks per annum for childcare run for profit or commercially (£7.00 ph)	£ 4,095 pa
Minimum Service Charge for 3 hours per day/39 weeks per annum for childcare run by the school or a registered charity (£11.00 ph)	£ 6,435 pa
Minimum Service Charge for 7 hours per day/39 weeks per annum for childcare run for profit or commercially (£11.00 ph)	£ 15,015 pa
Minimum Service Charge for 7 hours per day/39 weeks per annum for childcare run by the school or a registered charity (£7.00 ph)	£ 9,555 pa

These charges will be used as the basis for deciding the charges for Extended Use. The Governing Body will negotiate the service charges on an individual basis ensuring that the Delegated budget does not meet any costs incurred by the hirer.