

St John's RC Primary School



**Lettings and Charging Policy**  
**2016**

# LETTINGS AND CHARGING POLICY

## TERM AND CONDITIONS OF HIRE

### LETTINGS POLICY

#### INTRODUCTION

The Governing Body regards the school buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible. However, the overriding aim of the Governing Body is to support the school in providing a high standard of education for all its pupils - any lettings of the premises to external agencies/providers/groups/organisations will be considered with this in mind.

A charge will be levied to meet the additional costs incurred by the school in respect of any lettings of the premises to ensure that the school budget share does not subsidise the cost of a letting.

#### DEFINITION OF A LETTING

A letting is defined as 'any use of the school premises (buildings and grounds) by either a community group (such as a local music group or football team) or a commercial organisation (such as the local branch of "Weight Watchers")'.

#### ADMINISTRATIVE PROCESS

Organisations seeking to hire the school premises should approach *the school*, who will confirm requirements, clarify the facilities available and provisionally agree whether the letting can occur.

Once a letting has been approved, the booking form should be completed and returned to the office along with a copy of the up to date public liability insurance and DBS (photo ID when requested). 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, enclosed within this policy. Payment should be made within seven days on receipt of the invoice.

The hirer should be a named individual and the agreement should be in their name, giving their permanent private address.

## 1. CHARGING for COMMUNITY USE OF FACILITIES

Facility	Community User Standard Hire Charge per hour.  Minimum rate of	Concessionary User Standard Hire Charge per hour  Minimum rate of
Sports Hall	£25	£15
Astro	£25	£15
Field	£25	£15

Charges have been carefully set to ensure they are affordable and will encourage participation of the local community. In particular, the charges are aimed at encouraging activities for females and children. **A 10% charge will have to be added to the invoice if the hirer's public liability insurance is less than 10 million pounds.**

## 2. TERMS AND CONDITIONS OF HIRE

All terms and conditions set out below must be adhered to. The "hirer" shall be the person making the application for a letting, and this person will be personally responsible for 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, 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 may have to undergo, at the discretion of the Governing Body, a criminal record check via the Disclosure and Barring Service (DBS). If a particular letting involves contact with the school's pupils, all personnel involved must undergo a DBS check, in accordance with Manchester City Council policy. These checks must be made by prior arrangements, 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 (for example, at an after school sports club) must be appropriately qualified.

St. John's Primary School will exercise diligence and prevent any organisation or speaker from using the schools facilities to disseminate extremist views or radicalise pupils and staff.

## **PRIORITY OF USE**

The School 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 approval given.

## **PUBLIC SAFETY**

The hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits clear. ***The hirer shall be responsible for providing adequate supervision to maintain order and good conduct.***

## **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.

## **CANCELLATION**

St John's RC Primary School reserves the right to cancel any letting in the event of unforeseen circumstances. St John's RC Primary School will not be liable for any financial or any other losses made by the hirer in the event that the sports hall, or changing rooms, becomes unusable for any reason. Should the hirer wish to cancel the booking, 28 days' notice is required.

## **DAMAGE, LOSS OR INJURY**

The hirer warrants to the Governing Body that it has 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 limit for this insurance cover is £10 million. The hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.

**The above will be dependent upon the type of activity taking place during the course of the letting.**

Neither the school, nor the Local Authority, will be responsible for any injury to persons or damage to property arising out of the lettings of the premises.

## **FURNITURE AND FITTINGS**

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.

## **SCHOOL EQUIPMENT**

Responsible adults must supervise the use of any equipment, which is used and ensure its safe return. The hirer is liable for any damage, loss or theft of school equipment they are using, and for the equipment's safe and appropriate use.

### **ELECTRICAL EQUIPMENT**

Any electrical equipment brought by the hirer onto the school site must either have a certificate of safety from a qualified electrical engineer or be PAT tested. The intention to use any electrical equipment must be notified on the application.

### **CAR PARKING FACILITIES**

On site car parking is very limited and cannot be provided except when a special agreement is made with school.

### **TOILET FACILITIES**

Access to the school's toilet facilities is included as part of the hire arrangements.

### **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, and the provision of a first aid kit, particularly in the case of sports lettings. Use of the school's resources is not available.

### **FIRE REGULATIONS**

A written copy of the school's fire evacuation procedures is displayed in each building and it is the hirer's responsibility to familiarise themselves with the procedures. And carry out a test as appropriate.

### **FOOD AND DRINK**

No food or drink may be prepared or consumed on the property without prior arrangement (at the time of hire) with the Governing Body, in line with current food hygiene regulations. All litter must be placed in the bins provided.

### **SMOKING**

The whole of the school premises (including the outdoor grounds of the school) is a non-smoking area, and smoking is not permitted.

### **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 Local Authority any or the Governing Body against all sums of money which they may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

### **SUB-LETTING**

The hirer shall not sub-let the premises to another person.

### **CHARGES**

Hire (Letting) charges are reviewed annually and subject to changes taking place with effect from 1<sup>st</sup> April. The current charge is set out in the charging statement above.

### **LICENCES**

The hirer is responsible for obtaining all necessary licences, consents and/or permissions which may be required from any source in connection with this letting and the activity stated in the Lettings Request Form.

### **DISCLOSURE AND BARRING SERVICE CHECKS**

Should the purpose of the hire agreement involve the presence of children (E.g. out of hours club, ballet examinations) it is the responsibility of the hirer to produce evidence of DBS for all adults involved **prior to the letting**.

### **VARIATION OF SCALES OF CHARGES AND CANCELLATIONS**

The hirer acknowledges that the charges given may be increased from time to time and that the letting may be cancelled, provided that in each circumstance at least 28 days' notice either way is given. It is the hirer's responsibility to notify interested parties in writing (where appropriate) of any changes in dates or venues at least a week in advance. The Governing Body will review the charges to be made on an annual basis.

### **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. The 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 should not be passed to any other person.

### **RIGHT OF ACCESS**

The Governing Body reserves the right of access to the premises during any letting. The School or members of the Governing Body 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 reasonably tidy condition, all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional cost 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 supervision of any children taking part in an activity until they are collected by a responsible adult.

### **PROMOTIONAL LITERATURE/NEWSLETTERS**

A draft copy of any information to be distributed to participants or through the school must be sanctioned by the School a week prior to distribution by the hirer.

### **COMPLAINTS**

In the event of any dispute or complaint relating to the providers breach of the agreed terms and conditions – the complaint is to be put in writing to the School who will investigate and feedback.

## **BREACH OF CONDITIONS**

In the event of breach of any of the conditions set out above by the hirer, St John's RC School reserve the right to cancel the booking and will not be liable to refund any or part of the hire fee to the hirer or be liable to the hirer for any loss arising from such a cancellation.

## **THE AIMS AND OBJECTIVES OF OUR COMMUNITY PROVISION**

The school has its specific aims and outcomes identified to support the most effective development and impact of our curriculum and community provision – we hope you will support us in our achievement for the following:

**We want to assure** - Inspirational ***SPACES*** that engage our children and adults within the schools wider community to extend their physical, artistic and mental well being

### **We want to achieve:**

- Quality personalised curriculum pathways though innovative use of space
- Seamlessness between wider community sport, arts and family/community participation
- Supporting children's and adults choices about their health and creative lifestyles
- Sustain wider community partnership that contributes to community activity and its development

## **Lettings and Charging Policy Agreement Form**

**I hereby confirm that I have read and understood the terms and conditions of hire as laid out in the charging and lettings policy and agree to abide by the terms and conditions.**

**Signed** \_\_\_\_\_

**Print name** \_\_\_\_\_

**On behalf of** \_\_\_\_\_  
**(Name of organisation)**

**Date of signing** \_\_\_\_\_