



## ST. HELEN'S CATHOLIC PRIMARY SCHOOL

### Mission statement

Respect yourself  
Respect everyone in our school community,  
Respect everyone in our local community,  
Respect everyone in our global community,  
But most of all, respect God our father in Heaven.

## LETTINGS POLICY

**THIS SCHOOL IS COMMITTED TO SAFEGUARDING AND PROMOTING THE WELFARE OF CHILDREN AND EXPECTS ALL STAFF, VOLUNTEERS and HIRERS TO SHARE THIS COMMITMENT.**

### Introduction

St. Helen's Catholic Primary School believes that After School Activities are an essential part of school life; they provide opportunities to enrich the children's experiences beyond the curriculum and develop pupils' social skills. They may also provide opportunities for children to develop their interests and talents through enjoyment and self-esteem.

This policy will seek to ensure that lettings do not interfere with the normal functioning of the school but contribute to its mission to our children, the community and the church. Use of the premises, part of the school buildings and grounds may be let to outside bodies after the end of the school day, at weekends and during the holidays, in order to:

- Raise income for the school
- Better integrate the school into the local community
- Familiarise individuals with the school, who may become pupils or their parents
- Satisfy some of the needs of local individuals, groups and organisations
- Increase the use of facilities that are under used by the school

### Organisation of lettings

#### Priority Booking

- School and PTA activities
- organisations/events which serve young people
- the church
- the local community
- organisations that promote the ethos of the school and contribute to its mission
- other suitable organisations or individuals at the discretion of the Headteacher

A diary is kept covering all school, PTA and outside use of the premises and grounds after school, in evenings, at weekends and in holidays.

### Booking Procedure

Bookings are made through the representative of the school, as authorised by the Governing Body.

1. No bookings are confirmed more than 6 months in advance although provisional bookings may be made at any time
2. The policy with terms and conditions and an application form is sent to prospective Hirer.
3. The Hirer returns the completed application form along with any applicable documentation.
4. The application is considered by the Headteacher/Governors.
5. The School Administration Team prepares and sends the following paperwork:
  - a. A booking confirmation (Appendix A), the refundable deposit invoice & letting invoice.
6. Payment terms – the full invoice is to be paid in full a week in advance of the let.
7. Hirers are required to check that the premises are fit for purpose and inform the school immediately of any issues.



### **Booking Acceptance:**

1. By signing the application form, the Hirer signing is acknowledging and agreeing to adhere to **all** terms and conditions of St. Helen's Lettings Policy for the use of school premises.
2. Any requests for amendments to the booking must take place at least 10 days prior to the date of the letting. The Hirer must not assume that the amendment will automatically be agreed.
3. Confirmation of any amendments will be sent to the Hirer in writing and an additional administration charge of £10 may be payable.

### **Charging and Payment Procedures**

1. Specific charges and VAT liability are set at the time of the agreement.
2. Lettings will normally be paid for by the hour. Standard hire charges may be waived or reduced at the discretion of the Headteacher.
3. Special rates may be negotiated individually for longer term agreements.
4. **Single Let**
  - a. A refundable deposit of £50.00 is required immediately, this will be held in the school and returned at the end of the let subject to no issues being raised.
  - b. Full payment must be made one week before the start of the letting period, failure to pay the invoice will result in the application for the let becoming void.
5. **Block Booking**
  - a. Payment is in instalments for a series of lettings.
  - b. Failure to make payment in good time will result in further bookings being rejected until the account is settled and may result in a claim via the small claims court to recover monies owed to the school.
6. Cheque guarantee details must be supplied
7. Receipts are issued for all lettings and details are kept with a copy of the invoice.
8. The charge covers payment for standard school opening and closing. Out of hours an additional amount will be charged to cover Site Manager/staff duties and utility use will be charged at SBC guidance rate as applicable.
9. The Hirer is expected to adhere strictly to the agreed times or, subject to the Site Manager/staff being available, be prepared to pay additional overtime.
10. In the event of either damage or additional cleaning required, an additional invoice will be raised.
11. Outline charges are set by the Headteacher/Governors and reviewed annually
12. The letting agreement will be reviewed annually.

### **Refunds and Cancellations**

1. If the Hirer wishes to cancel a specific booking five clear working days' notice must be given of the cancellation. If less than five days' notice is given, half of the fees may be charged by the school.
2. When regular weekly/monthly bookings have been made, half terms notice must be given to the school /cancellation will result in a negotiated fee according to the opportunities available for reletting the facility.
3. After a booking has been confirmed and final payment made, no refunds will be given on cancellation unless there are exceptional circumstances.
4. Where a single booking is confirmed and cancelled before final payment is made, the deposit will not be refundable.
5. If the school cancels the booking through no fault of the Hirer, a full refund will be given. The Governing Body shall not be held liable or required to pay compensation for any loss sustained as a result of or arising in any way out of the cancellation of the hiring.
6. Any complaints must be made in writing to the School office and will be reviewed by the Headteacher.

### **Refusal**

The Headteacher and Governors reserve the right to refuse a letting if:

- the event is likely to impact adversely on the reputation of the school
- the event creates tension in the school, local community or the Catholic Church
- required maintenance work is being carried out

Governors reserve to themselves and their officials the right to enter the premises hired at all times on producing evidence of their identity.



### **Roles and Responsibilities:**

- The schools authorised representative is responsible for the lettings diary.
- Opening and closing the school is undertaken by the Site Manager, or by prior agreement with an authorised member of the staff.
- The PTA secretary and individual teachers are responsible for informing the authorised school representative half a term in advance, of events outside teaching hours, which will use the school premises.
- One off let - the Hirer must check that the premises/areas in use are fit for purpose and inform the school immediately of any issues. The Hirer and Site Manager/Staff are required to sign an agreement to same, see Appendix B.
- One off let -post-letting checks are made by the Site Manager and reported to the schools authorised representative. The Hirer and Site Manager/Staff are required to sign an agreement to same, see Appendix B.
- The authorised representative will ensure that excess wear and tear on the buildings and equipment is avoided and will follow up unsatisfactory lettings to resolve issues.
- The Hirer must give details of which children will be attending their club to the School Office at the start of each term.
- The school must always be kept informed of any changes in dates, purpose, membership and staff changes in after school activities.
- The Hirer is responsible for supervision during the letting.
- The Hirer is responsible for the security of the area of the school being used.
- When a risk assessment is completed by the Hirer or the school, in relation to the premises or activity or equipment involved, the Hirer must ensure any controls are complied with.
- The Hirer must provide a proposed programme of any entertainment in advance.

### **Behaviour**

We expect the same standard of behaviour at After School Clubs as in school. A copy of our Behaviour Policy will be provided for all After School Clubs and a brief explanation of our values shared during induction.

### **Monitoring & Evaluation:**

Lettings should be evaluated to assess the additional income raised for the school, less the cost of any reasonable wear and tear to the furniture and fabric of the school, made during lets and costs of additional heating and Site Manager's payments.



## CONDITIONS OF USE FOR A LETTING

### The Hirer:

- means the person who has signed the application form
- shall be personally responsible for the payment of all charges and for ensuring compliance with these Terms & Conditions
- is expected to be in attendance. Should they be unable to attend, the Headteacher should be informed in advance and in writing of the substitute responsible adult.
- shall not sub-let the premises to another person.

### Status of the Hirer

- Lettings will not be made to persons under the age of 18
- Nor to any organisation or group with an unlawful or extremist background.
- No landlord and tenant relationship shall be created between the Hirer and the school.

### Safeguarding

- Any organisation submitting a lettings request involving working with children; young people or vulnerable adults must submit to the school a signed copy of their current Safeguarding Policy along with their Initial Application Form.
- The Hirer specifically undertakes to ensure that all persons who have contact with children have a current DBS Disclosure Certificate and undertakes the recruitment of staff and volunteers in line with Safer Recruitment Principles.
- The Governors specifically reserve the right to terminate this agreement with immediate effect if the user does not have these arrangements in place. In such circumstances the Governors will not be liable for any loss, financial or otherwise, incurred by the Hirer.
- The Governing Body will require evidence of appropriate qualifications for Hirers using facilities for specific activities.
- A risk assessment for activities should be produced if relevant to hire.
- Supervision of children- An attendance register must be completed at the start of every session to ensure all pupils are there, and if not check the child's attendance with the School Office. Children attending a club must be supervised at all times and should only leave the hired facilities to use the toilet or when accompanied. Children should not return to classrooms after the club has started. The children should bring all bags, coats and lunch boxes to the hall at the start of the after school activity. The school takes no responsibility for the supervision of the children after the end of the school day.
- The Hirer must ensure the appropriate number of adults for the number of children.
- The Hirer is responsible for ensuring that all children are collected after the club by parent/carer/responsible adult and discussing any issue regarding their child. All children must have left the premises before the Hirer leaves.

### Insurance – harm or damage to persons or property

- The Hirer shall indemnify and keep indemnified the respective bodies and persons from and against all loss and damage which the school may sustain or incur by reason of the permission to use the premises or otherwise arising out of or in connection with such user, including cost of replacement and reinstatement and the damage to the property of, or the bodily injury or death of any person or persons.
- The Hirers are required to make arrangements for suitable insurance cover (currently a **minimum of £5 million** for each and every claim for public liability) with a reputable company and **must produce proof of the policy before the letting is contracted.**
- The Governors shall not be liable for any injury (including injury resulting in death) or damage to or loss of property whatsoever which shall or may occur to or be sustained by the Hirer, his/her assistants or agents or others entering the premises in the exercise or purported exercise of hiring (except such injury or damage as may occur by reason of the neglect of the Governors or their servants or agents acting within the scope of their authority).
- The Hirer is responsible for informing the Governing Body, of any person sustaining injury or loss on the school premises during the period of the let immediately. Detailed information must be presented in writing to the Governing Body within 24 hours of the event. Any further information required by the Governing Body must be made available on request.



- The Governing Body will not accept responsibility for any loss of or damage to any property owned by any person using the premises during the period of the letting. Property shall be brought on to the premises at the sole risk of the owner.
- The Hirer shall make good any wilful or avoidable damage to the School premises which can be attributed to his/her use of the premises. The Hirer shall not be responsible for any fire damage to the property occurring otherwise than from the act, neglect or default of the Hirer, his/her servants or agents.
- The use of materials for preparing floors for dances and the wearing of shoes likely to damage floors, especially in the hall is prohibited. No preparation shall be used for polishing the floors except by prior agreement with the Site Manager. If additional cleaning or attendance costs are incurred, an extra charge will be made.
- No nails, tacks, screws etc. shall be driven into or adhesives fixed to any walls, floors, ceilings, furniture or fittings.

### **Security and Health & Safety**

- There is joint responsibility on the School and the Hirer to ensure that health and safety requirements are understood and provision made to ensure that such requirements are maintained. The Hirer must notify the School of any risks that may be involved in their activity and provide a risk assessment as to how these risks will be controlled.
- The maximum number of persons permitted to use the accommodation at any one time shall not exceed 200.
- It is the Hirer's sole responsibility to control entry of all visitors at the external entrance allocated and to ensure that only those people known to them are allowed access to school premises. The entrance and any other external doors that are unlocked must be controlled by responsible adults at all time during the period of the letting. On completion of the letting a check must be carried out to ensure that all windows have been shut and secured, and all visitors have left the premises.
- The Hirer shall be responsible for the prevention of overcrowding such as would endanger public safety and for keeping clear all gangways, passages and fire exits.
- The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct. The Hirer shall not cause or permit any nuisance or disturbance to other occupiers or Hirers at the school or to occupiers of neighbouring properties for the full duration of the letting and until the premises are vacated.
- It is the responsibility of the Hirer to keep a list or attendance register of all individuals in their group on the day of hiring and to make their members aware of the existence and positions of fire exits and fire call points.
- In the event of the fire alarm activating (a continuous siren sound) all individuals must evacuate the building, via the nearest fire exit, to the school field.
- Hirers must be able to account for all members in their group. Any missing persons should be reported to the Fire Officer. **On no account should anyone re-enter the building until they have been told it is safe to do so by the Fire Officer.**
- Please see Appendix C - Emergency Evacuation Procedures, Hirers are required to sign this statement.

### **First Aid**

- The School takes no responsibility for First Aid provision. Hirers are responsible for providing their own First Aid cover and kit at events and lettings.

### **Smoking**

- The School is a no smoking zone and absolutely no smoking must take place in the school buildings or within its grounds

### **Intoxicating Drugs**

- No drugs shall be brought on to or consumed on the premises. Any person thought to be under the influence of drugs will be refused admittance.

### **Hirer's Equipment**

- The Hirer should state on the hire agreement any equipment he/she intends to bring into school. The Hirer is responsible for ensuring the suitability of the equipment and for ensuring that it is in good order.



- The intention to use any electrical equipment must also be notified on the application and MUST be PAT tested, this can be arranged via the school for an additional charge.

### **Contact/Telephones**

- A public telephone is not accessible during the letting period so all Hirers must ensure that they have a mobile to allow them to contact emergency services when needed.
- The Hirer should ensure they have left a mobile number with the School Office/Site Manager and have a means of being able to contact the Site Manager in case of emergency.

### **Toilet Facilities**

- Toilet facilities for use of the Hirer will be agreed at time of letting.

### **Performance**

- The Hirer shall not infringe any subsisting copyright or performing right, and hereby indemnifies the Governors against all sums of money which they may have to pay by reason of an infringement of copyright or performing right occurring during the hire period.
- No public performance of a play, cinematography exhibition, public dancing, singing, music or other public entertainment of the like shall be performed in or close to the premises unless any necessary licence for the same shall first have been obtained from the appropriate authority and all necessary measures taken to fulfil the conditions of the licence. It may be that the school blanket PRS (Performing rights Society) or PPL (Phonographic Performance Ltd) Licences will cover some situations but this aspect must be cleared in advance with the school.
- If existing stage lighting, spotlights and dimming equipment are required, it is to be clearly stated on the application to hire school premises form. Any operation of such equipment shall be carried out by a competent person named and approved in advance.

### **Promotional Literature/Newsletters**

- The School is willing to distribute advertising leaflets to parents/carers following the approval of the Headteacher. All copies of After School Club Information will be available in the Reception Area.

### **Letting Hours**

- The Hirer shall vacate the premises by 10:00 pm, unless written authority from the Headteacher (showing times of the extension) has been obtained, and shall leave the premises, fixtures, furniture and other property therein in as good order as they were at the time of entry and in as clean a condition as the particular use will allow.

### **Food and Drink**

- No food or drink may be prepared or consumed on the property without the direct permission of the Governing Body, in line with current food hygiene regulations.

If permission is given:

- The Hirer shall ensure that caterers, contractors and others supplying or serving refreshments or providing decorations etc. comply with all current legislation relating to food hygiene, health, welfare and safety matters and remove from the school premises all their articles and property by the end of the day of the hire if the school is to be used next day, or in any other case by noon on the day following the day of hire, and shall observe and carry out any instructions which may be given to them in this connection.
- Where the kitchen is let, it will be subject to special agreement. The School can provide catering facilities by arrangement with the School's own catering service. For full use of the kitchen facilities a member of the catering staff must be in attendance at a cost to the Hirer and is subject to separate agreement with the School Business Manager. If agreement is given for the use of the school meals facilities/canteen, food and hygiene regulations must be observed.

### **Alcohol**

- The School has no alcohol licence. Intoxicating liquor shall not be sold or supplied on educational premises without the express consent of the Governors and the obtaining by the Hirer of an occasional licence.



## **Gambling**

- The Hirer shall not use the premises or permit them to be used for gaming or wagering other than lawful gaming carried on in accordance with the provisions of the Gaming Act 1998.

## **Parking**

- Control of parking is the responsibility of the Hirer. The parking of vehicles on the school premises is entirely at the owner's risk. The owners of such vehicles will be held responsible for any damage they may occasion to the school's property or injury to any person, whether connected with the school or not, while their vehicle is on the school's premises.
- Vehicles should be parked appropriately and no parking which restricts the Site Managers or emergency services access will be permitted. Consideration of separating vehicles and pedestrians on site should be considered where the activity poses additional risk. Parking on the roadway where double yellow lines are displayed is not permitted.

## **Accommodation Excluded**

- The Hirer is not permitted use of the staffroom, teaching rooms or office accommodation. The use of the kitchen is permitted only with the express permission of the school and identified at the time of booking.

## **Additional Conditions on Letting the School Grounds**

- The land (including any building or structure thereon) is made available in its existing state and condition and the Governors do not warrant or represent that it is safe and suitable for the holding of the function or for the admission of the public. The Hirer shall not publish or say anything tending to lead any person to believe otherwise.
- The Hirer shall have exclusive occupation of and responsibility for the said land during the period that it is used for the function.
- If there is any doubt as to the fitness of the ground the Hirer must consult the Headteacher who will make the final decision as to whether the ground may be used, before the letting takes place. In the event of the ground being deemed unfit for use immediately before a letting is due to take place, any letting charge already paid will be refunded, and any account due will be cancelled.
- The Hirer shall secure the removal from the said land, as soon as is practical after the function of all litter or other rubbish left on the land in the course of or produced by the event, which the Governors require to be removed.
- The Hirer must ensure that the use of the playing field will not prejudice its use for normal purposes. Full supervision by a responsible adult must be undertaken whilst the field is being used. Motor vehicles must not be taken onto the School playing field unless delivering.

## **Miscellaneous**

- All rubbish, empty containers, crates, etc. must be removed from the premises by the Hirer immediately after the letting has taken place and before the Site Manager locks up.
- Furniture and equipment is to be left as found unless other arrangements have been agreed with the school's authorised representative or Site Manager.
- Any article or property belonging to the Hirer or any contractor or other person left on the school premises after the timings above may be removed by the Governors and the cost shall be paid by the Hirer.
- The premises shall not be used for any purpose other than that for which agreement has been granted nor shall any areas of, or furniture/equipment in, the school but not included in the letting agreement be used without express permission; in such cases an extra fee may be payable.
- The following are not permitted: real flame, fireworks, firearms nor pyrotechnics

Where in relation to a hiring, the Hirer is in breach of any of these conditions the Governors may, without notice, cancel any other hiring in favour of the Hirer which relates to the same or any other accommodation, and may do so without being held liable to pay compensation for any loss sustained as a result of or in any way arising out of cancellation of the hiring.





**ST. HELEN'S CATHOLIC PRIMARY SCHOOL**

**CONFIRMATION OF BOOKING TO LET SCHOOL PREMISES**

Dear

This is to certify confirmation of your booking to let the school premises as detailed in documents listed below:

- \* Copy of application
- \* Deposit invoice
- \* Full invoice
- \* Hirer's agreement with Site Manager
  
- \* Please remove as applicable

We hope you will find our premises a satisfactory venue for your let and will consider using us again in the future.

Yours sincerely,

On behalf of St. Helen's Catholic Primary School





# ST. HELEN'S CATHOLIC PRIMARY SCHOOL

## HIRER'S AGREEMENT WITH SITE MANAGER/STAFF MEMBER

(Site Manager's Certificate)

This agreement must be signed by both the Hirer (or Agent) and the Site Manager/Staff Member. This agreement calls for the Hirer (or Agent) and Site Manager/Staff Member 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/Staff Member on duty beyond that of the Hirer's booking.

### AT THE BEGINNING OF THE LET

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

HIRER: ..... Signature: .....

Site Manager: ..... Signature: .....  
Staff Member

Date: ..... Time: .....

### AT THE END OF THE LET

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

Details:

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

Details, including estimated time required (*should the time exceed this, the Hirer will be advised at the earliest possible opportunity*):

HIRER: ..... Signature: .....

Site Manager: ..... Signature: .....  
Staff Member

Date: .....



## Appendix C

### Emergency Evacuation Procedures for Lettings –

#### Introduction

Welcome to the letting facilities of St Helen's Catholic Primary School

This handout is to ensure that you, the Hirer, can competently deal with an emergency, should one arise. Hopefully, this will not be the case, but in the event of an evacuation or the need of emergency services being required, the following procedure will help.

#### Please observe these points and arrange to act on them

- Duty of the Hirer is to have knowledge of the evacuation alarm points;
- Be able to recognise the evacuation siren;
- Familiarise themselves with exits from the building;
- Brief users of the emergency procedures;
  - Ensure that in an emergency, persons leaving the buildings do so in an orderly manner, with the person in charge acting as a marshal;

**Note that all Hirers must ensure they have a mobile phone to contact emergency services.**

#### Hirers' responsibilities include:

- Sounding the alarm in the event of discovering a fire or emergency;
- Summoning the emergency services;
- Advising the emergency services of the location of the incident;
- Liaising with the Site Manager: Mr Nimmo telephone
- Or liaising with a Keyholder: .....

#### In short

- The fundamental principle is that the safety of persons overrides all other considerations;
- Hirers will make appropriate arrangements for safety in respect of any appliances, machinery or substances used, and also the level of qualification and competence required of the instructor/supervisor;
- Hirers will be responsible for supplying the necessary first aid cover;
- Hirers are responsible for communicating these procedures to their agents;
- Hirers must not proceed with activities if there is doubt over the safe condition of equipment/playing surfaces;
- Hirers must ensure furniture/fittings are returned in a clean, safe state on completion of the letting;
- It is the policy of the Governing Body that lettings are conditional on acceptance of these procedures and responsibilities.

Thank you for your co-operation.

As your receipt and acceptance of these procedures, please sign and return the copy.

**Name of Organisation:**

**Signature:**

**Print Name:**

**Date:**