

St Mary's Catholic Primary School

Lettings Policy



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To be ratified by Governors	November 2022
Reviewed/Updated	

St Mary's Catholic Primary School
LETTINGS POLICY

Lettings

The letting of the school premises and grounds is fully welcomed on the understanding that use for school functions and events will always take priority over any lettings. Adequate notification (ideally no less than 2 weeks) of forthcoming school events will be provided by the School Business Manager/School Office to enable users to make alternative arrangements where necessary.

The Governing Body of St Mary's Catholic Primary School sets charges for lettings, guided by the following principles:

1. Lettings to the PTA will be free of charge.
2. Lettings to organisations providing approved extra-curricular activities/clubs to pupils will be charged at the lower of £1 per pupil attending the club or the hourly letting rate.
3. Lettings will be charged at the current rate (see Lettings charges)
4. The school premises and grounds will not be let to individuals or organisations if there is reason to believe that damage to property may occur or that the name of the school may be brought into disrepute.
5. The school premises will not be let for functions where a Public Entertainment Licence is required with the exception of events held on behalf of the PTA or those with the direct approval of the Headteacher and/or Governing Body.
6. Hirers must provide evidence to the school of any relevant licences and insurances required in advance. Failure to provide this evidence will mean that the letting/booking will be cancelled.
7. Large groups/organisations who are hiring the premises must provide evidence of their third-party public liability insurance and any relevant licences. However, the school's insurance policy provides indemnity to any person or organisation that the school has hired to, where that person or organisation, i.e., small groups/family groups, does not have their own third-party public liability insurance.
8. Hirers are expected to obtain a copy of and comply with all relevant Cheshire East Borough Council and school policies.

Income

Profits raised through lettings belong to Cheshire East Borough Council and as such the school will retain any income derived from lettings. Costs to the school of lettings will be met from this income. This will be administered as part of the school's financial management system by the School Business Manager and office staff.

One off lettings will be invoiced when the booking is confirmed and should be paid prior to the date of the booking. Regular lettings will be invoiced monthly and should be paid in advance at the beginning of the month, unless other arrangements are made in advance with the School Business Manager, or Headteacher.

AT NO TIME WILL THE SCHOOL USE THEIR DELEGATED BUDGET TO SUBSIDISE NON-SCHOOL ACTIVITIES.

Contracts

A Lettings Contract Agreement must be completed for all lettings. ***Failure to comply with the Lettings Contract Agreement, this Lettings Policy and any other relevant school policies may result in an immediate termination of contract.***

All users of the premises, must provide a valid risk assessment for the activity together with copies of any relevant insurance documentation and licences before any lettings activity can commence on the annual anniversary of the date the letting commenced and as and when requested by the school.

All users must obtain a copy of the relevant risk assessment from the school office prior to the date of the letting and comply with the relevant recommendations.

It is the responsibility of all hirers to ensure the venue is fit for purpose and that all school property is left in the condition it was found. The hirer is responsible for rectifying and paying for any damage caused to the accommodation and property during the letting period.

Decisions whether to approve lettings rest with the Governing Body. The Governing Body delegates approval of lettings to the Resources Committee who in turn delegate initial approval responsibility and the day-to-day management of lettings to the Headteacher.

If the Headteacher believes a letting should not be permitted for any reason, they will report the reasons to the Resources Committee who will make a final approval decision.

Once a Lettings Contract Agreement is signed and approved the Site Manager or School Business Manager will contact the hirer to discuss the access arrangements.

Key Holders

Following a probationary period regular hirers may be issued with their own set of keys on completion of a Temporary Keyholder Agreement form and following approval of the Governing Body

Keys must not be copied by the hirer under any circumstances, nor must they be handed to another person without express written consent of the Headteacher/Governing Body.

Key holders must ensure they comply with the school's Lone Working Policy. It is also their responsibility to ensure that the intruder alarm is always set and that the building and grounds are fully secure before leaving the site. Hirers are expected to inform the Site Manager and/or Headteacher if there is a problem with the keys or any issue relating to the security of the premises.

Health & Safety

All persons hiring the school premises and grounds are expected to conform to all the school's Health and Safety regulations (including maximum numbers for the relevant halls/rooms) and it is their responsibility to familiarise themselves with all the school's relevant policies. All hirers must comply with the Equality Act (2010). Failure to comply with Health & Safety regulations and policies and/or the Equality Act 2010 will result in an immediate termination of contract without exception.

Insurance

All hirers must carry sufficient Public Liability insurance to satisfy Cheshire East Borough Council requirements and must provide evidence of their current insurance certificate with their Lettings Contract Agreement as detailed above.

St Mary's Catholic Primary School

LETTINGS CHARGES

Effective from 1st September 2022

Venue	Price per Hour
Classroom	£10
Hall	£18.00
IT suite	£16.00
Main Playground	£18.00

The Governors reserve to right to waive some of all of the charges if they feel it is in the public interest.

The school premises are only available to hire at weekends, subject to availability and Monday to Friday from 6.00 pm. All bookings will be subject to an additional charge to cover Site Manager's costs:

£22.00 to open up

£22.00 to lock up

If you wish to hire a number of multiple venues i.e., the playground/ hall a discount of 25% will be applied.

The charges above can be reviewed during the school year and are subject to change with the agreement of the Headteacher and the Governing Body.

St Mary's Catholic Primary School
LETTINGS CONTRACT AGREEMENT

I hereby apply for use of the premises and grounds as specified below:

NAME		
COMPANY/BUSINESS/ ORGANISATION		
ADDRESS		
TELEPHONE	Home:	Mobile:
EMAIL		
DATE OF HIRE		
TIME OF HIRE	From:	To:
VENUE REQUIRED		
NATURE/DETAILS OF HIRE <small>Please provide full details of the purpose of the hire, including the age range of the participants.</small>		

- I have read the School's Letting Policy and agree to abide by all the terms and conditions set out within it and within any other relevant school policies
- I agree to pay the full cost of the hire within the due date of any invoice
- I confirm I have Public Liability Insurance and enclose a copy of our certificate
- I confirm I have completed a risk assessment for the activity and enclose a copy
- I confirm I have obtained a copy of the relevant school risk assessment and made myself aware of the potential risks and how to address them.

Signed (Hirer)			Date:
Confirmed and Agreed By (headteacher or SBM)			Date:
Office use:			
Agreed charges			
Entered onto school calendar		Date:	By:
Regular Hirer	Y/N	Logged as Key Holder	
Keys issued	Y/N	Keys signed for	
Keys returned	Y/N	Keys signed back in	

Terms and Conditions:

School use of the facilities will always take precedence over a hire by an external party. Minimum booking time 1 hour.

VAT is not applicable to lettings.

Regular hirers will be invoiced monthly in advance unless otherwise agreed by the School Business Manager. If an alternative payment plan is agreed with a regular hirer and, at any time, that regular hirer is in arrears, the school reserves the right to revert to monthly billing.

Invoices must be paid within 7 days. If invoices are not paid on or before the due date then interest will be charged at 4% above the base rate of NatWest Bank PLC. Interest shall accrue on a daily basis for the period beginning on the due date up to and including the date of payment.

Persistent late payment will result in termination of contract.

Occasional/one-off lettings and hire must be booked and paid for at least 7 days in advance of the booking. Bookings will be cancelled if payment is not received in advance.

Charges will be reviewed at least annually and any new agreed rates will be applicable from the 1st April each year.

Cancellations made within 24 hours of the hire date/time will incur a cancellation charge levied at the full rate charged for the booking. Cancellations made between 2 and 7 days before the hire will incur a cancellation charge levied at half the rate charged for the booking. Cancellations made 8 days or more before the hire date/time will incur no cancellation charge. In the event that unscheduled school use forces a hirer to cancel, no charge will be levied. Regular hirers must provide 3 months' notice, in writing, to the school to terminate their lettings agreement.

All lettings must have a valid risk assessment completed for the activity and any other relevant insurance documentation and licences.

Consumption of alcohol is not permitted, unless this agreed with the Headteacher and all relevant licences are obtained.

Damage to the building or contents is the responsibility of the hirer and hirers will be invoiced accordingly.

The hirer shall indemnify the school and the Governing Body against all liabilities, expenses, costs, claims, damages and losses suffered or incurred by the school and/or the Governing Body arising out of or in connection with any breach of the terms of this letting agreement, or any act or omission of the hirer or any other person on the school premises and/or grounds with the actual or implied authority of any of them.

It is the responsibility of the hirer to familiarise themselves with all of the school's relevant policies and procedures in advance and to adhere to these at all times.

Hirers must sign for keys, understand fully the procedures for securing the school site and accept full responsibility for the site as registered key holders. Keys must not be copied under any circumstances, nor provided to another person without the express written consent of the Headteacher/Governing Body.

Hirers are expected to inform the Site Manager and/or Headteacher immediately if there is a problem with the collection/drop-off of keys or any other issue relating to the security of the premises.

Hirers must not use the premises and grounds for any other purpose or at any other time than those specified in the Lettings Contract Agreement. Hirers must only use the venue(s) agreed in the Lettings Contract Agreement.

Hirers must not store or leave their own equipment on school premises unless agreed by the Headteacher or School Business Manager.

Hirers must not use the premises and grounds in such a way as to bring the school's name into disrepute, cause nuisance, damage or inconvenience to the school, or to the owners, occupiers or users of any neighbouring property.

Where children are involved in the use of the premises and grounds, they must, at all times, be properly supervised to the standard specified by Ofsted and the school.

Furniture, equipment and other goods must not be brought onto the premises and grounds without the prior consent of the Headteacher or School Business Manager nor must any school equipment or property be used without prior consent.

Signs, banners and notices must not be displayed without the prior consent of the Headteacher or School Business Manager.

The premises and grounds must be left in a clean and tidy condition at the end of each period of use.

No copyright work shall be performed without the licence of the owner of the copyright and phonographic performance licence (PPL). The hirer is responsible for all the payment of any appropriate fee. The hirer shall indemnify the school and the Governing Body against any infringement of copyright which may occur during the hiring.

**St Mary's Catholic Primary School
TEMPORARY KEY HOLDER AGREEMENT FORM**

This record certifies that I, _____
have been approved to be a temporary key holder, for the following purpose:

The types and number of keys held by me are:

All keys are listed on the Key Holder List which is kept by the School Business Manager and monitored regularly by the Headteacher.

I understand the responsibilities of my role as a temporary key holder and hereby agree to the following statements:

Keys that have been issued to me will be kept in my possession at all times and not shared with any other person.

I will restrict the use of the building to the areas that have been made available to me. I understand that accessing areas that do not fall into this category are strictly forbidden.

I will ensure when I take keys away from the premises that they are kept safe and that no other person (e.g., family member, friend, acquaintance) has access to them.

I understand that it is my responsibility to inform the Site Manager and/or School Business Manager immediately should any theft, loss, damage or misuse occur with regard to the keys.

I understand that I must return ALL keys in my possession to the School Business Manager or Site Manager immediately following the purpose for which they were issued.

Under NO circumstances should a copy of school keys be made by key holders.

Signed: **Print Name:**

Date.....

Date Keys Returned

Key Holder Signature (please sign and print name):

School Signature (please sign and print name):