

**The Catholic Academy Trust in East Berkshire  
St Mary's Catholic Primary School**

*Learning and loving on our journey with  
Jesus.*



To the greater glory of God

## **Lettings Policy**

All persons and lettings activities must comply with and not be in conflict with the ethos and policies of the academy with special regard to the Safeguarding and Child Protection and Equal Opportunities policies.

### **Rationale**

The governing body recognises the desirability of making school premises available for use by members of the local community during times when they are not required by or in connection with the school. The policy of this school is to encourage educational and community use of the school's facilities and the governing body is pleased to consider lettings to groups for educational purposes.

The school premises and fittings may be let subject to these conditions:

1. The approval of the Headteacher. Such approval not to be unreasonably withheld.
2. All lettings must, as a minimum, cover any costs incurred by the school including heating, lighting and supervisory fees.
3. School, Parish, Church, Governing Body and PA functions will not be charged.
4. All letting charges will include a setting up period and a finishing period of 15 minutes before the start to 15 minutes after the finish.
5. Overtime, where applicable, will be paid.
6. Any damage caused must be paid for in full. A deposit will therefore be requested, returnable if no damage is caused.
7. In the event of any damage or interference to any school property the contract may be terminated immediately.
8. All groups must be accompanied by a responsible person over 18 years of age.
9. All persons attending the school during the hire period must be in the area of the school that has been hired even when not partaking in the activity. This includes children of persons attending an event.
10. Social hiring (non Sport) of the school facilities may be subject to additional conditions imposed by the Headteacher before a hire is agreed.

### **General Principles**

Any costs incurred through the letting of school premises should not represent a charge against the school's formula budget. All charges levied for the use of the school's facilities

will therefore be calculated to include costs incurred for heat and light, wear and tear, use of equipment, and any caretaking (including on-costs). For any use of school premises other than for the school's own purposes, the governing body may require the presence of a named individual who will be responsible for safety on and security of the premises throughout the period of the let, and for a quarter of an hour before and after, and for whom payment will be included in the letting charge. Charges made for commercial lettings will reflect any variations in local market rates.

## **General Organisation**

The governors recognise that it would be impossible for them to personally vet every applicant or organisation who wishes to make use of the school premises. Accordingly they have delegated the authority to accept applications for hire to the following persons - School Business Manager and Headteacher.

Lettings will be managed by the School Business Manager in consultation with the Headteacher. The School business Manager will: -

- \* Receive enquiries for use of use of the school premises
- \* Consult with the Premises Staff over availability and costs
- \* Issue "Contract of Hire" agreement form and Scale of Charges to Hirer
- \* Check and note the hirer's insurance, retaining a copy for school records
- \* Provide the hirer with invoices (half termly/termly or as required)

## **Types of Letting**

A Use of school premises by members of staff, the Parish, Church, representatives of the Local Authority (LA) and others connected with the school in connection with education of pupils at the school including Governors and PTA members.

The school's premises will be made available at no charge for the following purposes:

- Use of the school outside school hours for the educational requirements of the school, which involve members of the teaching staff and pupils of the school, but not including private lessons for which a fee is paid.
- Use of the school outside school hours for clubs authorised by the Headteacher and conducted by the teaching staff for pupils at the school.
- Meetings of the governing body, staff and PA committee meetings, including fund raising functions.
- Meetings of the Parish or Church, including social functions. The Chairman or his representative will be deemed to be the named individual for the purposes of any such let.

B Local Authority Use

The school's premises will be made available at cost for the following purposes:

- Lettings for elections: As required under the various Representation of the People acts, the school will provide the facilities required by the Returning Officer for its use as a polling station, and for public meetings called by candidates in parliamentary and local elections if required to do so.

- Other Local Authority Use: The school will make available its premises to the Royal Borough of Windsor and Maidenhead and other local authorities as requested, subject to the limitations set out in the policy

#### C Registered Charities

The school's premises will be made available at the discretion of the Head Teacher for meetings of any registered charity based in the area served by the school. Charges for such meetings will be at cost.

#### D Commercial Lettings

Use of the school's premises by any organisation other than those listed above will be subject to an hourly charge calculated according to the category of usage. Hire prices are reviewed in the Autumn Term of each year and a current price list included as an appendix to this policy.

### **Limitations on Commercial Use of Premises**

1 The school is unable to enter into any commercial letting arrangement to use all or part of the premises during school hours.

2 *The Governing Body have directed that lettings on Sundays should be considered on their merits, and may be allowed at the discretion of the governing body.*

3 Because of the limited parking facilities and size of building, unless special arrangements have been made, the maximum number of people who may attend any function held at the school is 100.

4 The premises are only available between 6.00pm and 10.30pm during weekdays during the school term. Weekend and holiday lettings are by arrangement.

5 No smoking is permitted on the premises under a letting arrangement.

6 Live music is permitted only at the discretion of the Headteacher.

7 Fixed outdoor sports equipment is suitable only for use by children under 12 years of age.

8 Animals, including family pets, must not be brought onto the school premises under any circumstances. Guide and hearing dogs excepted.

9 No indoor sports equipment may be used by hirers unless by prior arrangement.

10 Alcoholic drinks may only be sold when the appropriate licence has been obtained from the council.

### **Use of Kitchen**

The kitchen may be borrowed during a letting subject to the following conditions.

- The kitchen fittings and equipment are not the property of the school, but are the responsibility of the contractors and the kitchen staff. There is therefore no charge for the use of the kitchen but it should be remembered that the use of the facilities is

limited and subject to the permission of the kitchen staff. If required a refundable deposit may be requested.

- The school does not provide cutlery or crockery, nor does it supply consumables.
- Care must be taken **NOT** to switch off the freezer. The hirer will be responsible for costs due to freezers being turned off.
- Cold items may **not** be placed in the fridge; this is to avoid the possibility of cross-contamination.
- For Health and Safety reasons the school does not provide cleaning materials. The kitchen must be left as found. The use of the brooms and mops is permitted.
- No windows shall be opened and all doors kept shut within the kitchen area.
- Hirers will not use the ovens or range unless suitably trained by the caretaker or catering staff.

Unless the above conditions are complied with the use of the kitchen will be withdrawn for future lettings.

### **Hire of the school facilities for Parties**

It is not the policy of the school to let the school facilities for parties. In the event that the Headteacher agrees that the school facilities may be borrowed for a party, the following will apply.

- Please note that throughout the letting our Lettings Supervisor is responsible for the safety and security of the premises. Therefore, you and any member of your group should have full regard for his/her instructions in connection with your use and access to the premises.
- Care must be taken to ensure that music is kept at an acceptable level in order not to disturb our neighbours.
- A responsible adult must be on site at all times.
- **No** glass or china to be used, due to possible injury from breakages.
- That unless the use of the school kitchen has been agreed the school does not provide food preparation or washing up facilities.
- There are no refrigeration facilities available.
- All rubbish must be removed from site, the school bins are not for use by the public.
- We request that people coming onto and leaving the premises do so quietly so as not to disturb our neighbours.

Unless the above conditions are complied with, the use of the school site will be withdrawn for this use.

## **The Hirer will**

Acquaint themselves with school activities, which will take precedence over the hirer's use of school premises so that dates published do not clash.

## **Third Party Insurance**

All users must carry sufficient third party liability insurance – currently £5 million (January 2012). Where the hirer fails to demonstrate that they hold sufficient insurance cover to satisfy the specified conditions, the school will levy an additional charge for insurance cover as laid down by the Authority and as set out in the terms of the contract document.

## **References**

In certain circumstances references will be requested by the Headteacher before the letting of the school facilities is agreed.

## **Conditions of Acceptance**

All lettings agreements will only be deemed to be accepted when the hirer has completed and returned the required contract form, together with any advance deposit requested. Any lettings agreements not returned within one week of the let will result in the letting being cancelled.

## **Charges**

Charges will be reviewed in the summer term each year for September changes. VAT is payable on the hire of equipment with the exception of tables, chairs and sports equipment. Details of current charges are attached to this document.

## **Deposit**

A deposit will normally be charged to all hirers of £20.00 minimum, which will be returned if no damage is caused. The deposit value will be set and agreed with the Head Teacher.

## **Termination of Regular Lettings**

The period of notice for terminating a regular letting contract is half-termly, on either side. Regular lettings can be terminated at one week's notice if the hirer fails to comply with the conditions as set out in this policy.

## **Cancellations**

Governors will seek to recover any cost incurred by the school which are unavoidable and result directly from the cancellation of a letting. The school will do its very best to give at least 7 days notice if a cancellation (of any or all) of a hire/lettings contract is required. However the school has the right to cancel the letting agreement at any time.

## **Review**

This policy is subject to annual review by the Finance and Resources Committee who will make recommendations to the full governing body for approval.

A list of lettings is presented to the Finance and Resources Committee on a termly basis.

This policy will be reviewed every three years or when necessary

This policy was ratified by the Governing Body on

Date.....

Signed.....

This policy will be reviewed in Spring 2020

**SCALE OF CHARGES**

- Hall £25 per hour
- Classroom £20 per hour
- Field £10 per hour
- Other facilities including swimming pool by negotiation

**Charges may vary dependent on user or by negotiation**

Users are expected to leave facilities clean, tidy and litter free; otherwise a cleaning charge will be made. Users are expected to provide their own rubbish bags and remove from site.

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**Lettings Agreement**

**Contract for the hire of school accommodation and equipment by individuals, firms and companies.**

This agreement is made on the date below between St Marys Catholic Primary School and the Hirer (named below).

<b>Name:</b>	
<i>If this Agreement is entered into on behalf of a club then the contracting parties shall be the School and an officer of the club. The officer of the club will be personally liable to the School for all debts claims and other losses that shall arise under this Agreement.</i>	
<b>Address:</b>	
<b>Post Code:</b>	
<b>Tel No:</b>	
<b>Occupation/Position:</b>	
<b>Purpose of Hire:</b>	
<b>Facility Required:</b>	
<b>Additional Equipment required: (E.g. furniture, crockery, TV etc.):</b>	
<b>Period of Hire:</b>	<b>Date:</b> <i>Single event</i>
	<b>From:</b> _____ <b>To:</b> _____ <i>Block booking</i>
<b>Time of Hire:</b>	<b>From:</b> _____ <b>To:</b> _____



<b>Insurance:</b>	
<b>Booking Fee*: Hourly or per session fee</b>	<b>£</b>

ACCORDANCE WITH THE SCHOOL'S LETTING POLICY, CONDITIONS OF HIRE AND SCALE OF CHARGES.

### **Obligations of the Hirer**

- 1 To hire and use the said accommodation/equipment in accordance with the school's lettings policy and conditions and charges which I confirm that I have seen and read.
- 2 That the School may at its discretion demand full payment of its charges or part thereof in advance be it before or during the duration of this agreement whereupon I shall pay the School's charges on demand.
- 3 That I have read, understood and shall observe and fulfil all the following Conditions:
  - a) I confirm that all persons and lettings activities will comply with and not be in conflict with the ethos and policies of the academy with special regard to the Safeguarding and Child Protection and Equal Opportunities policies
  - b) I agree that all requirements relevant to the letting will be complied with including obtaining any necessary licence (e.g. for the sale of intoxicating liquor) and that all personnel employed by the hirer or involved in any activity concerned will be advised of these conditions
  - c) I shall not bring any dangerous or toxic substances on to the premises
  - d) Three clear days notice is required in the event of the need to cancel a booking. If due notice is not given I will be required to pay the full hire charge
  - e) VAT may be applicable in certain circumstances and for certain lettings. I have enquired at the time of booking whether VAT is payable
  - f) I will ensure that a responsible person will be present on the premises at all times during the period for the letting
  - g) I accept full responsibility for the damages to or theft of the School's property occurring during the period for which the premises are hired.
  - h) I shall notify the School of any damage resulting from the hire of the premises within 24 hours of such hire
  - i) Any cleaning undertaken which, in the opinion of the Officers of the School, occurs as a result of the hiring and outside the scope of the agreed hire charge, will be charged to me at the appropriate rate
  - j) The School accepts no responsibility whatsoever and howsoever caused, for the loss of personal property brought into or left in the premises during the letting
  - k) If I discover a hazard in regard to access to School premises or the equipment to be used, I shall take action to make the School's representative aware of the hazard
  - l) I agree that no equipment will be used without the prior approval of the Headteacher of the School or the School's representative, as the case may be, and that the installation of my equipment will be carried out by competent personnel. All portable electrical equipment will be subjected to annual testing.
  - m) I accept that I should familiarise myself with the escape routes, fire alarms and fire-fighting equipment. Notices regarding the procedures in relation to action in the event of a fire will also be studied and the information passed on by me to the users and any other person concerned.

- n) I will ensure that a responsible person have a working mobile phone at all times to use in the event of an emergency
- o) I shall not during the hire period cause or permit any nuisance or annoyance to any other users of the premises or to persons living in the locality of the premises
- p) I shall indemnify the School and the Royal Borough of Windsor and Maidenhead against all claims, costs, demands, expenses, actions or liabilities howsoever caused, arising from the use of the premises including, where appropriate from the use of the swimming pool by myself apart from claims and actions arising through the negligence of the, its servants or agents, the School or its governing body
- q) I further agree to effect Third Party insurance against any legal liability for loss, damage, demand or proceedings whatsoever, arising under any statute or at common law for damage to property, which shall include the hire premises, or personal injury or death of any person whosoever, caused during or by circumstances arising from, related to or connected with the hire of the premises on the following basis:-
  - i Accidental bodily injury including death to third parties and further in respect of damage to their property - not less than £5million
  - ii Accidental damage caused by fire to the premises on hire - £5million
  - iii Accidental damage caused to the premises on hire other than fire
- r) In accordance with Paragraph (p), I agree to demonstrate that my own insurance cover satisfies the specified conditions. Where the hire does not form part of a regular hire, i.e. on a weekly or monthly basis then a minimum charge of £2.60 will apply or 10.4% whichever is the greater. Where this charge is levied, the hirer should note that there is an excess of £250 in respect of paragraph (p) hereof and that the insurance does NOT provide cover for Political Parties or Professional Entertainers.
- s) I acknowledge that should I fail to pay the hire charge or any part thereof the School may pursue this as a debt and shall be entitled to charge interest on any amount outstanding after the date on which it has become due i.e. within one month from the date of the account.

**The Hirer agrees with the School to observe and perform the Conditions of Hire as set out above.**

Signature of hirer	
Date of signature	
Name of Organisation	
Position	

If the hirer is a firm this Agreement must be signed by a partner of the firm. If the applicant is a limited company this Agreement must be signed by a director or the secretary of the company. This form is to be returned to the school concerned at least 7 days before the proposed date of letting.

This form is to be returned to the school, at least 7 days before **the date of hire to:**

**School Business Manager  
St Marys Catholic Primary School  
Cookham Road**

**Maidenhead  
Berks  
SL6 7EG  
01628 622570**

**[finance@stmarys-maidenhead.org.uk](mailto:finance@stmarys-maidenhead.org.uk)**