

Holy Cross Catholic Primary

One School Family, Achieving Together, Anchored in the Love of Christ.



Lettings Policy

Policy Review

This policy was adopted and agreed by the Governing Body on 17th September 2024 and will be reviewed in full by the Governing Body every year.

It is due for review in September 2025.

Signature  Headteacher Date: 17th September 2024

Signature  Chair of Governors Date: 17th September 2024

Revision Record

Revision No.	Date Issued	Prepared By	Approved	Comments
1	4.5.23	SF & KM	FGB	Internal Policy
2	17.9.24	KM	FGB	Internal Policy reviewed

This school is committed to safeguarding and promoting the welfare of children and young people and expects all staff and volunteers to share this commitment

Governors' Letting Regulations

All lettings to be made with the Headteacher/School Office using the appropriate booking form giving as much advance notice as possible (a minimum of 2 weeks is requested as shorter notice may need to be refused). Payment to be made to Holy Cross Catholic Primary School.

School functions and events will always take priority over lettings. Every effort will be made to inform users of dates when the premises will be unavailable.

The school reserves the right to refuse lettings to applicants who have previously failed to fulfil the requirements of the 'Conditions of Hire', which is issued to all users.

No lettings before 4.00p.m. Monday to Friday during term time.

Holiday lettings are available subject to the building availability and cleaning schedules and at the discretion of the Headteacher.

Charges – As per attached Schedule of Charges

The charges cover the normal use of lights, heat and toilets. If hirers wish to use specific school equipment, separate arrangements and charges will need to be agreed. Additional use of electricity etc. must be previously arranged and agreed. Hirers are asked to use lights appropriately especially those in the hall during the summer period.

Additional Charges – Site Manager's Fees if applicable – As per attached Schedule of Charges

Additional charges will be incurred if Site Manager's time is required out of normal school hours.

Insurance

The Authority has arranged for non-commercial hirers (i.e. non-profit making bodies) to be indemnified against liabilities arising from the letting of premises in the sum of £2,000,000. This cover provides for bodily injury arising from negligence to third parties and/or loss of damage of their property and includes the premises as let and the contents thereof.

Commercial hirers must make their own insurance arrangements to the same criteria and provide documentary evidence that they have done so.

Licensing of School Premises

Governing Bodies are authorised to approve applications to the Licensing Justices for occasional licenses for the sale of alcoholic liquor in connection with any function to be held on school premises whether organised by a school organisation or any other organisation. The Head should submit each application together with any recommendation to the Governing Body for approval.

This responsibility may be delegated by the Governing Body to the Chairman. It is not assumed that the facility would automatically be available to all users of the premises and the actual application to the Licensing Justices would have to be made by the hirers at their own cost.

Person to contact to arrangement a letting

Kerrie Margetts (School Business Manager) – 01983 292885

HIRE OF PREMISES AGREEMENT

This is an agreement between Holy Cross Catholic Primary School and the hirer:

.....

for the hire of school premises/grounds for the following dates and times:

Date

Times.....

Room.....

Cost

Purpose of Hire.....

Authorised areas of use.....

Key required Yes/No? If Yes please complete the Lettings Key Holder Agreement

I confirm that I/we have undertaken the identified security procedures following the hire of the facilities

Name.....

Signed by the hirer.....

Date.....

Name.....

Signed on behalf of the school.....

Date.....

Governors' Conditions for Hire of School Premises

All hirers must read and agree formally in writing to fulfil these conditions.

1. Smoking, including vaping, is not permitted anywhere on the school site.
2. Users must respect the confidentiality of pupil and staff information which may be visible around the school.
3. Users must show respect for school equipment and furniture. No equipment shall be used, except by prior arrangements and payment where appropriate. Appropriate use of the lights will also be appreciated especially in the summer when sufficient daylight is available.
4. Hirers will be expected to pay for the repair or cost of any damage to equipment or building caused during the letting.
5. The premises/grounds must be left 'as found' at the end of a letting. Basic cleaning equipment will be available. Litter should be removed from rooms and grounds. The cost of any additional cleaning work will be charged to the hirer.
6. Toilets to be used with cleanliness and hygiene in mind. Any additional cleaning not dealt with by the hirer will be charged for. Disabled facilities are available on request.
7. Hirers are expected to be punctual to starting and finishing times. No charge will be made for preparing/tidying up periods before and after a letting but continued use for letting purposes after stated closing time may be charged additionally. Lettings will normally end at 10.00pm unless by special arrangement. It would be expected that hirers leave the premises within half an hour of the end of the hire period.
8. Hirers should report to the School Business Manager or Headteacher any damage that takes place during the letting.
9. Hirers are particularly asked to do all that they can to prevent walls and displays being marked, moved, spoilt or misused. Any occurrence of this may lead to further costs being required or the cancellation of any future letting.
10. Insurance - All Hirers should provide evidence of their public liability insurance.
11. Hirers should provide their own First Aid equipment and staff.
12. Dogs are not allowed inside the school grounds or buildings, except for working dogs e.g. guide dogs, ability dogs, Police trained dogs.
13. Cars and vehicles should not be parked on the playground or field except by prior arrangements (e.g. car boot sales, delivering items for stalls).
14. No fires to be sited on the field or playground, unless pre-arranged as part of an organised event with all relevant risk assessments in place.
15. Hirers should point out to their members the appropriate procedure and exits in case of fire and familiarise themselves with extinguisher points.
16. Hirers should ensure that only their own members are on the premises during activities and be aware of the security of the premises during and after their activity.
17. Organisations are not allowed to advertise or put up posters without prior agreement with the Headteacher.

18. Hirers and organisations are required to be aware of the school's neighbours and their rights especially with regard to noise level or music (indoor and outdoor). Any complaints will be referred to the relevant organisation which will be expected to take appropriate action.
19. Hirers should be aware of the legal requirements for lotteries and prize draws and make separate arrangements for this and for any public music and entertainment events.
20. Hirers are not allowed to sub-let or to share the premises with anyone else.
21. Hirers should be sure to apply and communicate any relevant Health and Safety information to their members.
22. Any children present at a lettings function shall be properly supervised by adults, parents and/or organisers present.
23. All booking forms and the conditions of hire must be completed and signed by the hirer. These must be returned to the school office. Hirers cannot use the school until their forms have been received, the letting agreed and appropriate fees if required in advance.

Lettings - Key Holder Agreement Form

This record certifies that I,, will be the nominated key holder as part of the hire agreement.

I understand the responsibilities of my role as a 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 persons
- 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 that 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 School Business Manager immediately should any theft, loss, damage or misuse occur with regard to the keys
- I will not transfer keys to any other persons
- I understand that I must return ALL keys in my possession immediately at the end of the hire agreement or at the request of either the School Business Manager or Head teacher

The key/s I have been issued are for the following areas

.....

Signed.....

Date.....

LETTINGS AGREEMENT
BETWEEN

AND
HOLY CROSS CATHOLIC PRIMARY SCHOOL

HIRE OF SCHOOL AREA(S)

For the period

The following conditions apply:

- 1) The lettings policy/hire of premises shall be agreed and signed
- 2) The Key holder agreement form to be signed
- 3) Only areas of use as agreed on the lettings policy are to be accessed unless otherwise authorised by the School Business Manager
- 4) All equipment will be provided by yourselves, unless agreed by prior arrangement
- 5) Alarms to be set/unset using the codes provided
- 6) All areas to be left clean and tidy
- 7) The main front gates are to be closed and latched (locked automatically upon closing)
- 8) Vehicle access gates to school site to be padlocked securely

An amount of from has been agreed.

Signed (hirer)

Name

Date

Appendix 1

HOLY CROSS CATHOLIC PRIMARY LETTINGS CHARGES

USER TYPE	FACILITY	RATE PER HOUR**	SCHOOL STAFF TIME BEFORE 8PM TO LOCK UP (INC VAT)	SCHOOL STAFF TIME AFTER 8PM TO LOCK UP (INC VAT)
COMMERCIAL (PROFIT MAKING)	· Small - Office	£10.00	£12.00	£20.00
	· Medium - Classroom	£15.00		
	· Large - Main Hall/ Outdoor	£20.00		
CONCESSION (NO COMMERCIAL GAIN)	· Small - Office	£7.00	£12.00	£20.00
	· Medium - Classroom	£10.00		
	· Large - Main Hall/ Outdoor	£15.00		
EXEMPT	School Clubs	NO CHARGE		
<p><u>USER TYPE</u></p> <p>Commercial: Individuals or Commercial Groups/ Organisations that are profit making</p> <p>Concession: Non-profit making groups such as Sport, Adult Education Associations, Religious Activities, Council Services and Local Voluntary and Charitable Organisations.</p> <p>**Long term agreement may be subject to a discount at the Governing Body's discretion</p>				

The above charges will be subject to change. Long term lettings costs will be agreed by the Governing Body at the beginning of each financial year.

Any additional charges incurred will be charged to the hirer.

Sport facility letting charges are normally subject to VAT, but where certain criteria are satisfied, the hire charges can be treated as exempt.

VAT Regulations state that for a series of ten or more lettings to be exempt from VAT, the following conditions should be satisfied:

- each period is in respect of the same activity carried on at the same place;
- the interval between each period is not less than one day and not more than fourteen days;
- the charge is payable by reference to the whole series and is evidenced by written agreement;
- the facilities are letting to a school, club, association or an organisation representing affiliated clubs or constituent association.

When letting the general-purpose school hall for a sporting activity it will be exempt from VAT.

On the letting of sports facilities for sports, the VAT exemption does not apply to commercial organisations