

Document Control			
Policy Name	Lettings	Date Approved	23 rd February 2016
Status	Approved by Board	Review Date	Spring 2018 (Hire charges to be reviewed annually)
Committee	Resources	Version Number	2.0

Lettings Policy
English Martyrs Catholic Primary School

“Working together to provide the very best in Catholic Education”

“There is a variety of gifts but the same Spirit gives them. There are different ways of serving but the same Lord is served. There are different abilities to perform service, but the same God who gives ability to all for their particular service. The Spirit’s presence is shown in some way in each person for the good of all.” 1 Corinthians 12: 4 - 7

Introduction

It is the policy of the Governing Body of English Martyrs Catholic Primary School to make the facilities of the school available for the benefit of the local community without detriment to the school or its site, although the use of the premises for school functions will take priority over lettings. To this end groups and individuals may hire certain facilities, subject to availability and in accordance with the terms and conditions for hire as determined by the School Governors.

The Governors delegate the day to day decision making to the head teacher or his/her representative, who will arrange for the necessary accounting and administrative procedures in accordance with Reading Borough Council’s Financial Regulations.

Charges

Charges will be agreed by the Governing Body and reviewed in March for implementation on 1st April each year. The type of user and proposed function will determine the level of charges.

- (a) For groups using the school for a regular letting (at least 4 times per term booked in advance)
- (b) For single functions.

Facilities available and hire charges are listed on the attached hire charge sheet.

VAT is payable on equipment with the exception of tables, chairs and sports equipment.

Health and Safety

To comply with fire regulations, the maximum number of people on the premises during the time of the letting must not exceed a number to be agreed at the time of the letting agreement and dependant on the activity.

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All persons hiring the school premises will be expected to conform with the relevant Health and Safety regulations.

Insurance

All users from outside Reading Borough Council must carry sufficient insurance (see the Reading Borough Council conditions of contract at Annex 1). The recommended level for public liability covers of £5M, although schools have discretion to accept a lower figure (no lower than £1M) if they believe this would cover the risk. Hirers must produce evidence of such insurance prior to the event or alternatively 10.5% will be added to the invoice to be included within the schools public liability cover.

Application to hire

An application to hire form is attached at Annex 1 and should be completed and returned to the school at least 14 days prior to the proposed date of hiring. Confirmation or otherwise of the booking will be given in writing within 7 days of receipt of the application to hire form.

Detailed terms and conditions are included in the application hire form and the hirer will be expected to strictly comply with these. The school is not able to provide facilities for weddings or discos (other than those organised by the school for its pupils or parents) or similar functions.

The Governors reserve the right not to hire the school's premises or equipment if they believe it will not be in the interests of the school.

The school premises will not be let for functions where a Public Entertainment Licence is required.

In order to cause the least inconvenience locally, any lettings within the school must terminate by 11 p.m. Users must vacate the premises and school site by 11 p.m. and any music, etc. must be terminated well in advance to allow vacation by 11 p.m.

Payment

With the exception of regular lettings, a deposit, refundable after the letting, may be requested on booking.

For single event lettings, payment will be required at least 7 days before the event is due to take place.

Regular lettings will be invoiced termly and payment is required within 14 days.

Items subject to VAT will be shown on invoice.

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Notice

At least 7 days notice of cancellation is required otherwise hirers will be invoiced for the full hire charge.

Lettings agreements for a regular letting may be terminated with one term's notice on either side or by mutual agreement.

Schools Representative

The schools representative will be available on standby during functions. Hirers should liaise with him/her concerning specific requirements such as setting out chairs, equipment, etc.

The schools representative has authority to take any necessary action to protect the schools interests during any particular letting.

Condition of Premises

Hirers are required to clean and tidy the premises at the end of the letting and leave premises and equipment in the condition in which they took it over. The school reserves the right to charge for cleaning or to deduct these costs from the deposit.

Smoking

The school operates a NO SMOKING policy. Anyone attending a function will not be allowed to smoke within the confines of the school building or the grounds of the school.

Equality of Opportunity

In light of the 2010 Equality Act, this policy has been written with due consideration to its potential impact (both positive and negative) on the many diverse groups of adults and children within the school. The school has ensured that to the best of its knowledge, the statements and procedures set out in this policy do not discriminate unjustly against any such groups or individuals.

Approved by governing body on 23rd February 2016

Signed by:.....Chair of Governors

Review: Policy to be reviewed every 2 years (Hire charges to be reviewed annually)

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Annex 1

ENGLISH MARTYRS CATHOLIC PRIMARY SCHOOL

CONTRACT FOR THE HIRE OF SCHOOL ACCOMMODATION AND EQUIPMENT BY INDIVIDUALS, GROUPS or COMPANIES.

IN CONSIDERATION OF ENGLISH MARTYRS CATHOLIC PRIMARY SCHOOL

AGREEING TO LET TO:

NAME

.....

ADDRESS

.....

POSTCODE TELEPHONE NO

.....

OCCUPATION

.....

the following accommodation (state your requirements/rooms/hall/accommodation/etc)

.....

.....

Plus (where applicable) any additional equipment (e.g. School Piano/Radio/TV/Shower facilities etc. Please specify)

.....

FOR THE PURPOSE OF

.....

.....

.....

ON

.....

FROM to.....

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

VAT: Yes No

I HEREBY AGREE TO TERMS AND CONDITIONS SUPPLIED WITH THIS BOOKING FORM.

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SIGNATURE OF HIRER

.....

(Where hirer is an individual)

OR AUTHORISED SIGNATORY..... **DATE**

(Where hirer is a firm or company)

POSITION

TERMS AND CONDITIONS

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 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 the activity concerned will be advised of these conditions.
 - b) Seven 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.
 - c) VAT may be applicable in certain circumstances and for certain lettings. I have enquired at the time of booking whether VAT is payable.
 - d) I will ensure that a responsible person will be present on the premises at all times during the period for the letting.
 - e) I accept full responsibility for the damages to or theft of the School’s and Borough Council’s property occurring during the period for which the premises are hired.
 - f) 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.

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- g) The School and Reading Borough Council accept no responsibility, whatsoever and howsoever caused, for the loss of personal property brought into or left in the premises during the letting.
- h) 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.
- i) I agree that no equipment will be used without the prior approval of the Head teacher 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.
- j) I accept that I should familiarise myself with the position of telephones, escape routes, fire alarms and fire fighting equipment. Notices regarding the procedures in relation to action in the event of the fire will also be studied and the information passed on by me to the users and any other person concerned.
- k) I shall indemnify the School and Reading Borough Council against all claims, costs, demands, expenses, actions or liabilities howsoever caused, arising from the use of the premises apart from claims and actions arising through the negligence of Reading Borough Council, its servants or agents, the School or its Governing Body.
- l) 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 hired premises, or personal injury or death of any person whatsoever, caused during or by circumstances arising from, related to or connected with the hire of the premises on the following basis:-
- m) i) Accidental bodily injury including death to third parties and further in respect of damage to their property - not less than £5 million;
- ii) Accidental damage caused by fire to the premises on hire - £5 million
- iii) Accidental damage caused to the premises on hire other than fire - £10,000
- n) In accordance with Paragraph 3 l), I agree to pay an additional insurance premium of 10.50% for regular hirers based upon the hire charge in respect of the above insurance conditions, unless I can

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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 daily, weekly or monthly basis then a minimum charge of £2.60 will apply or 10.50%, based upon the hire charge, whichever is the greater. Where this charge is levied, the hirer should note that there is a £250 excess payable by the hirer in respect of paragraph 3 l) (iii) hereof.

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ENGLISH MARTYRS CATHOLIC PRIMARY SCHOOL HIRE CHARGES FROM 1ST APRIL 2016

Hire charges will be **£15** minimum per hour for regular lettings and **£20** per hour for single functions. A birthday party package is available at a charge of **£75**, for up to 4 hours.

A 10.5% insurance charge will be levied on all bookings unless proof of insurance can be provided.

The use of additional facilities and furniture will be priced by negotiation at time of booking.

For Groups using the School for a regular letting, at least four times per term, booked in advance, the booking fee will be negotiated, dependent upon usage and facilities required.

These hire charges will be reviewed annually.