



# ***St. Joseph's Catholic Primary School***

## ***Lettings Policy***

The Governing Board have responsibility for determining appropriate charging and remissions policies in accordance guidance set out in the Education Act 1996: Sections 449-462. This Policy forms part of those responsibilities and sets out to clarify and expand on that policy.

The Governing Board is required by Staffordshire Education Authority to enter into a formal Letting Agreement with all hirers of school premises. This policy outlines:

1. Applications for Lettings
2. Conditions of Use
3. Use of School Kitchen and equipment
4. Staffordshire County Council's Third Party Hirers' Insurance Policy

### **1. Requesting Hire**

- a. Applications for lettings/hire from external bodies may be made by completing a Letting Request Form.
- b. Letting requests must be submitted at least three weeks in advance to allow time for the Headteacher to consult the Governors for approval.
- c. Letting charges are reviewed annually by the Governing Board Finance Committee and are calculated according to Staffordshire Education Authority's guidance.
- d. All letting costs are payable within 28 days of the date of the invoice, which may be in advance of the actual letting date, at the discretion of the Headteacher.
- e. Hirers must either hold their own Public Liability insurance for a limit of indemnity of at least £2,000,000 or meet the requirements of the County Council's Third Party Hirers' Insurance Policy.
- f. The Governing Board reserves the right to refuse/cancel any agreement at any time.
- g. Hirer is aware that as an Educational Establishment, any school events will take precedence over any external bookings. Hirer is advised to check the school website [www.stjosephslichfield.org.uk](http://www.stjosephslichfield.org.uk) regularly to ensure they are aware of any potential issues.

## **1. Terms and Conditions of Use**

School premises are provided essentially for educational purposes and must not be let in such a manner as to prejudice their use for this purpose. Hirers of the School need to be aware of the following conditions:

- a. The duration of a letting will have been agreed in advance and recorded on the letting form. The Hirer will ensure that they do not regularly extend their hours or use other areas without prior agreement.
- b. Apparatus, furniture or equipment belonging to St Joseph's school shall only be used if agreed within the letting agreement and then only for their proper purposes. There may be a further charge for use of equipment.
- c. The promoters of entertainment and functions to which the public are admitted on payment shall be responsible for completing to the satisfaction of the Governors all formalities in connection with the use of the premises for that purpose. Where the Chief Fire Officer of Licensing Authority requires additional facilities for the purpose of a letting (such as 'Exit' sign and emergency lighting) which are not already installed, it shall be the responsibility of the Hirer to provide such facilities of an approved type and method of installation.

Payment for admission shall be deemed to include admission by tickets or programmes or by any other method by which the making of a payment entitles a person to admission.

- d. No entertainment or function to which the public are admitted shall be allowed unless the premises are licensed for the purpose under the bye-laws of the Local Authority in whose area the premises are situated and all necessary regulations against fire are complied with.
- e. The hirer shall be responsible in the entirety of the agreement term or entertainment for which the premises are hired for ensuring:
  - i. All safety requirements and recommendations of any licensing authority and the school are complied with and the hazard exchange form completed and signed before hire takes place;
  - ii. Any limitation on the number of persons admitted imposed by any licensing authority or the Governors are complied with;
  - iii. Suitably qualified persons are employed to be responsible for the supervision of the premises and the conduct of those attending so as to avoid personal danger and damage to the premises;
  - iv. A copy of their Safeguarding Children's policy is provided to the school at least one week before commencement of let. None production of any such document an assumption will be made that the schools own Safeguarding Policy (found on our website) is being adopted by the hirer.
  - v. That the school's letting Hazards Exchange Information for Lettings will be agreed and followed as agreed.

- f. Permission shall not be granted for the use of an education establishment for the production of plays or music unless the promoters have given proof either that all royalties or fees for performing rights have been paid or that the publishers have been notified as the case may be.
- g. Intoxicating liquor shall not normally be brought into nor consumed at educational establishments without the prior consent of the Headteacher. Where such consent is given it is on the understanding that the hirer complies with the licensing laws.
- h. St Joseph's school and ground is a no smoking environment. The hirer shall be responsible for ensuring this policy is upheld.
- i. The hirer shall be responsible for reimbursing the full cost of any damage occasioned by users to premises, furniture, apparatus and equipment and will be required to indemnify the School against any liability at law in respect of any accident involving death or bodily injury to any person or damage to or loss of any property real or personal and happening consequent upon or in connection with the use of the premises unless due to the negligence/default of the Governing Board its Servants or its Agents.
- j. Staffordshire Education Authority has a special insurance policy which will provide cover for the hirer in certain cases.

Where the hirer is a political organisation, a professional entertainment promoter, or uses the premises on a commercial/business basis or is unable to satisfy the requirements of the Third Party Hirer's Policy then they will be required to obtain separate third party insurance cover on terms to be approved by the school.

- j. The parking of vehicles on school property shall be permitted in approved areas only on condition that persons bringing such vehicles on to the premises do so at their own risk and that they accept responsibility for any damage to the school's property or injury to any person whether connected with the establishment or not, caused by such vehicles or their presence on the school's premises.
- k. Any hiring of a playing field may be cancelled without notice if weather conditions or the state of the ground make it likely that unreasonable damage may result from use. Suitable footwear must be worn. Care must be taken to set charges that reflect the expense of wear and tear.
- l. The hirer shall comply with such additional conditions as the County Council, Headteacher or the Governors may require in writing, to be observed for a particular letting.
- m. Hirer will ensure that the Governing Board is provided with the dates and times they intended to use the premises at least two weeks before the start of each term. Billing will take place on a termly basis for any regular hire.

## **2. Use of School Kitchen and Equipment**

The Catering Contractor has sole use of the kitchens and equipment. Hirers may only use the school kitchen (if permission is granted) for the purpose of preparing drinks and washing crockery but none of the equipment may be used, unless specifically agreed with the Headteacher. A further charge maybe levied for use of equipment.

## Staffordshire County Council -Third Party Hirers' Insurance Policy

### Summary of Cover

The policy will indemnify the Insured (the Hirer) against all sums which the Insured shall become legally liable to pay as compensation arising out of:

- a. Accidental bodily injury or illness (fatal or otherwise) to any person and / or
- b. Accidental loss of or accidental damage caused to third party property

Details of the policy cover are set out below:

- a. Persons / Organisations Insured

Individuals and organisations which would not normally be expected to have their own Public Liability Insurance hiring premises owned by Staffordshire County Council

- b. Occupations and Activities

The activities of the Insured (see above) at the premises owned by Staffordshire County Council

- c. The intention of this policy is to protect the Hirer where a claim of negligence is made against them by a third party
- d. The Insurer will indemnify the Hirer in respect of all sums which the Hirer may become legally liable to pay as damages and claimants' costs and expenses for:
  - i. accidental injury to any person (other than an employee of the Hirer if such injury arises out of and in the course of employment by the Hirer)
  - ii. accidental damage to the premises or the contents of the premises subject to the liability of the insurer not exceeding £100,000 in any one claim in respect of legal liability which attaches to the Hirer solely by reason of the agreement that would not have attached in the absence of such agreement
  - iii. accidental damage to other property not belonging to nor in the custody or control of the Hirer or of any person in the Hirer's service occurring during the period of insurance arising out of the activities of the Hirer at the premises.
- e. The policy will not apply in respect of the use of the premises for the following:
  - i. meetings organised by political parties
  - ii. professional entertainment promotions
  - iii. commercial or business use

- iv. hire of playgrounds and playing fields unless as part of a hiring for the school buildings. Where only the playground or playing fields are hired, separate Public Liability Insurance must be in place to protect any legal liability attaching to the Hirer.
- f. The limit of indemnity under the policy is currently £5,000,000.
- g. The policy **only** applies whilst the individual / organisation is using Council premises.
- h. If any other insurance covers the same loss, damage or liability this insurance will not pay any amount covered by any such insurance.

### **3. Policy review cycle**

This policy will be reviewed annually by the Finance Committee in the Summer Term as part of the annual review of the general Charging and Remissions Policy.

## Request Hire of Facilities

1. Name of Hirer \_\_\_\_\_

2. Address of Hirer \_\_\_\_\_

3. Daytime Tel. Number \_\_\_\_\_ Evening Tel. Number \_\_\_\_\_

4. Details of requirements: Room and area to be hired (tick relevant columns)

Hall	Classroom	Playing field	Additional facilities
£16 per hour	£9 per hour	£6.50 per hour	To be agreed
Start date:		Start time:	
End date:		End time:	
Day of Week:		Regular use required:	
Nature of Activity:			
Equipment / facilities requested:			
Equipment to be brought in by hirer:			
Age range of those attending:		Numbers attending:	

I hereby make application for the hire of the accommodation and facilities stated above and agree to abide by the Conditions of Use specified in the attached documentation.

\*Public liability insurance is being provided by the County Council's Third Party Hirer's Insurance Policy I can confirm that I have read the Summary of Cover and fully understand the insurance being provided including the policy conditions and exclusions which apply.

\*Public liability insurance is not being provided by the County Council's Third Party Hirer's Insurance Policy and I can confirm that I have arranged Public Liability Insurance in the name of the individual / organisation hiring the school premises for a limit of indemnity of at least £2,000,000.

Signature of Applicant: .....

Full Name (in block letters)..... Date:

**NOTE:** The giving of false information on this Application for Hire Form may lead to the cancellation of the booking without notice. By signing the form above, you agree to abide by the full Terms and Conditions of Use.

**AGREEMENT FOR THE USE SCHOOL PREMISES**

**AN AGREEMENT** made \_\_\_\_\_ (date) between  
St Joseph’s Catholic Primary School and  
\_\_\_\_\_  
(Name of hirer/organisation)

**IN CONSIDERATION** of the school permitting the hirer to use the accommodation listed on the dates and times shown in the schedule below, the hirer shall observe the following conditions:-

Payment being made as requested;

The person in charge of your activity being shown the fire escape routes before the start of the letting;

The Terms and Conditions of Use adhere to at all times.

A receipt and authorisation to use the premises will be issued when payment is received.

**THE SCHEDULE**

<b>Area hired/ additional facilities and equipment</b>	<b>Dates and Times of Hire</b>

The Total Cost of this agreement is £

Signed by \_\_\_\_\_ Date: \_\_\_\_\_

On behalf of the Governing Board

Signed by the hirer \_\_\_\_\_ Date: \_\_\_\_\_

**NOTE:** Please ensure the Conditions of Use and the terms specified above are fully understood. Failure to comply will invalidate the Hire Agreement.

## Letting Charges for 1<sup>st</sup> September 2017 – 31st August 2018

<b>Hall Hire</b>	<b>£16 per hour</b> (or part thereof)
<b>Classroom Hire</b>	<b>£9 per hour</b> (or part thereof)
<b>Playing Field</b>	<b>£6.50 per hour</b> (or part thereof)
<b>ICT Suite*</b>	<b>£11.50 per hour</b> (or part thereof)
<b>Community Room and small Kitchen</b>	<b>to be agreed on individual basis</b>

**Charges for use of equipment will be agreed on an individual basis.**

\*use of this suite is conditional upon the hirer ensuring that all persons are suitably supervised during its use and St Joseph's Acceptable Use Policy (see website) and that any paper used must be provided by the hirer.