



Lettings Policy

St Augustine of Canterbury Catholic Academy

St Augustine of Canterbury Catholic Academy

School Lettings Policy

Introduction

The school recognises that its premises are a valuable resource within the community and as such welcomes the opportunity to enable other users to benefit from them when they are able to do so. Equally, enabling a multi-purpose use of the school building can reduce the number of incidents of vandalism and increase the income to the school through lettings. Parents and other adults benefit from the additional facilities available and it can break down some of the barriers that can make school appear to be a prohibitive environment to enter.

This policy aims to clarify the procedure for letting part of the school building so that all agreements are entered into with both parties knowing what they can expect and how to address any issues that might arise.

Our aims

By letting our premises we intend to:

- maximise the use of the school for the benefit of the community
- ensure that the educational use of the building is prioritised without prohibiting other users
- raise money to support the activities of the school

Procedure

When an approach is made about a letting the following procedure should be followed.

Stage 1

- Take details of request in writing with contact numbers and information as available.
- Check in the lettings diary to ensure that the building/grounds are not already in use.
- Pass details to the School Business Manager

Stage 2 School Business Manager

- Check and confirm the details of the request.
- Invite a named person to complete the booking form.
- Process to approval.

Stage 3 Processing the application

- Where the application for a let is accepted, the booking will be provisionally confirmed in writing, laying out the costs, payment terms and conditions that must be met
 - Hirers must be able to provide evidence of current public liability insurance,
 - Hirers must be able to provide evidence of current DBS (were appropriate)
 - Hirers must be able to provide copies of qualifications, if requested
 - Hirers must adhere to relevant Health & Safety processes
- Requests for amendment to the booking must take place at least 14 days prior to the let.
- The let is entered in the lettings diary.
- All parties affected, eg caretaker, cleaning staff, catering staff, are informed and arrangements discussed.

Guidelines

- The school has priority use of the property.
- The school will always seek to at least cover its costs unless it is a direct beneficiary of a fund-raising activity.
- The school will seek to treat hirers fairly.
- Hirers will be expected to respect school property and honour all school and legal regulations which may be in force at any time.
- The person signing the application form is responsible for all aspects of the let and must abide by all aspects of the Terms and Conditions of Hire contained here.
- The school will only allow hiring of the premises for purposes considered appropriate and suitable.

Category of letting

There are three categories of user who, in the event of a clash, should be prioritised in this order.

1. Educational/statutory user (of direct benefit to the school).
2. Community user.
3. Commercial/private user.

The category will be decided by the Business Manager who will consult with the chair of the Finance and Premises subcommittee in cases of uncertainty or dispute.

Conditions of hire

The following are conditions of hire.

- Hirers must have left the premises by the end of the booked period.
- Sufficient time must be included to allow for clearing away and for all participants to leave the premises by the end of the booked period.
- Availability of premises is negotiable.
- The school is a no-smoking environment.
- The school accepts no responsibility for the loss of personal property brought into or left in the premises during the let.
- The hirer accepts full responsibility for any damage to or theft of the school's property during the period for which the premises are hired.
- The hirer must ensure that a responsible person will be present on the premises at all times during the period of the letting.
- Any additional cleaning undertaken by the school will be charged to the hirer at the appropriate rate.
- The hirer accepts that they should familiarise themselves with relevant health and safety information.

Further conditions are included in the school lettings Terms and Conditions document

Lettings documentation

The following lettings documents are available on request:

- application for hire of facilities
- school lettings terms and conditions of hire
- list of lettings charges
- lettings invoice
- reminder regarding lettings invoice
- confirmation of booking to let school premises

Scale of charges

The Finance and Premises subcommittee will set the hire charge for each category of letting and will review the categories of lettings and charges annually.

Current charges include:

	Commercial rate	Community rate
Room		
Sports Hall (Weekday evenings)	£35 per hour	£25 per hour
Sports Hall (Saturday mornings)	£60 per hour	£45 per hour
School Gym (Weekday evenings)	£35 per hour	£25 per hour
School Gym (Saturday mornings)	£60 per hour	£45 per hour
School Hal (weekday evenings)	£35 per hour	£25 per hour
School Hall (Saturday mornings)	£60 per hour	£45 per hour
ICT Suite (including equipment use) weekdays	£40 per hour	£25 per hour
School Field weekday (holidays only)	£40 per hour	£20 per hour
School Field weekend	£60 per hour	£30 per hour
Changing rooms weekday evenings	£10 ph per room	£10 ph per room
Changing rooms weekend	£15 ph per room	£10 ph per room
General Classroom (weekday evenings)	£30 per hour	£15 per hour
General Classroom (Saturday mornings)	£60 per hour	£30 per hour
M.U.G.A	£45 per hour	£35 per hour

Notes:

- The school does not open for lettings on Public Bank Holidays
- School closes for the Christmas and New Year period;
- School operates a skeleton staff during school holiday periods, access to facilities is limited and must be agreed and confirmed in advance
- Prices above are based on the fixed rate charge per hiring session to cover caretaking, cleaning and heating/lighting costs and assume that the hirer is booking one area only. Rate reductions for 2 or more areas may apply (e.g. 2 or more classrooms hired simultaneously)
- Additional cost will be charged for use of school equipment, which must be booked in **advance**
- Hirers will be invoiced the cost of the booking within the agreed payment structure, all invoices are payable within 14 days.
- New hirers may be asked to make payment or partial payment in advance
- Payments in cash outside of usual school office hours will not be accepted.
- If you have a limited budget and your work benefits the community and/or school we may be able to offer a reduction in standard charges, please call/email the school Business Manager.
- Bookings for periods of ten weeks or more will receive a discounted rate.

Complaints procedures

The following comprises the complaints procedure for lets.

- If the school has a concern about a let, the Business Manager or delegated representative will raise the concern with the hirer.
- If the matter remains unresolved the hirer will receive written notice of termination of the booking agreement.
- If the hirer has a concern they should talk to the Business Manager.
- If this concern is still unresolved, they should follow the school's complaints procedure (complain in writing to the Head)
- If a third party complains, the Business Manager will at first deal with the complaint and attempt to resolve the situation.
- If this is not successful, the concern will be taken to the Finance and Premises subcommittee of the governing body.

Health and safety

The school is responsible for ensuring that the means of access or egress are safe for the use of the hirer and that the plant or equipment used by the hirer is safe. If the hirer discovers a hazard, they should take action to make the site supervisor on duty aware of it.

Hirers should familiarise people using the premises with fire and health and safety arrangements.

Review of Lettings Usage

The Governing Body will review this policy at regular intervals with a view to determining whether the policy fulfils the needs of the school.

St Augustine of Canterbury Catholic Academy

Booking Form for the use of School Premises

Name of Hirer:		
Address of Hirer:		
Position: (e.g secretary, in case of Group)		
On behalf of (Name of Group):		
Contact person:		
Contact number(s):		
Contact Email:		
Date(s) of booking:		
Start and end time(s):		
Number of people expected:	Adults:	Children:
Will there be alcohol:	Sold? Yes/No	Served? Yes/No
Will a music/ performance license be needed?	Yes	No
Accommodation required:		
Equipment required (additional costs will apply)		
Other arrangements:		
I have read and accept the letting policy and the terms and conditions of use and confirm that I am aged over 18 years.		
Signed (Hirer) :		Date:

No letting should be regarded as "booked" until any required payment has been received in full, all requested paperwork has been submitted and a signed Contract agreement issued by the school. The School has the right to refuse any application or cancel bookings.

St Augustine of Canterbury Catholic Academy

Terms and Conditions for use of Premises

All groups/organisations that use the premises are required to read these terms and conditions and agree to abide by them by signing the Lettings Contract. This will be signed by the nominated person from each group/ organisation.

Interpretation

'The school' means the Governing Body of the School, its employees and agents.

Purpose of use

1. The accommodation shall only be used for the purposes stated on the application, and within the hours agreed in the letting agreement issued by the school. The Hirer shall be responsible for ensuring these conditions of occupation are observed.
2. The Hirer shall not assign or sublet the whole or any part of the benefit of this agreement.
3. No interference is to be made with school property/equipment/premises which do not form part of the letting.

Health and Safety

4. The Hirer is responsible for the effective supervision of the arrangements and activities in the premises during the period of hire and for the prevention of disorderly behaviour so as to ensure that no nuisance or annoyance arises to the occupiers of adjoining premises or neighbouring residents and shall behave reasonably at all times.
5. The school fire, emergency and evacuation procedures will be communicated to the Hirer and it the Hirer's responsibility to ensure that the whole party are aware of these procedures. The Hirer shall be required to take any precautions necessary to ensure the safety of those attending during the period of hire, including ensuring the means of escape from fire are not blocked or impeded.
6. The Hirer will immediately inform the school of any emergency, accident or serious incident that occurs on the schools premises. This should be done in person and may require the applicant telephoning the School Business Manager (01744 678112). The Hirer will be responsible for reporting to the Health and Safety Executive any accident that arises from activities that it organises.
7. Hirers providing services to children, whether pupils at the school or others, must have policies and procedures in place to ensure children's safety, and must provide evidence of these to the school as required e.g. Safeguarding Policy and Use of Mobile Phone Policy, DBS Checks.

Payment of Hire Charges and Deposit

8. Hire charges shall be due and payable in line with the contracted agreement but no later than 14 days from the date of invoice.
9. The school reserves the right to require a deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition necessitating their incurring additional cost for cleaning, caretaking or other expenses.

Responsibility of the Hirer for Good Order and Safety

10. The Hirer shall be responsible for any damage to the school property, equipment or buildings caused by them or their guests. The Hirer must report any such damage to the school immediately. The Hirer shall repay to the school on demand the cost of reinstating or replacing any part of the premises or any of the property on the premises which shall be damaged, destroyed, stolen, or removed during the period of hire or prior or subsequent thereto if in relation to or by reason of the hiring. Any such costs will be in addition to the specified lettings charges.
11. The Hirer shall ensure that all accommodation is left in a clean and tidy condition at the end of the letting. Using litterbins and recycling facilities as appropriate will help this.
12. The school will not store equipment or items for hirers, items left on site may be disposed of.
13. The school shall not be responsible for any article brought or left in any part of the premises, or theft or loss of, or damage to vehicles parked in any car park provided.
14. The Hirer shall comply with any reasonable instructions given by the Head teacher, School Business Manager or other member of the School Staff.
15. Alcohol is not allowed to be sold or consumed on the premises. Drugs are not to be brought onto or consumed on the school premises.
16. There shall not be brought onto the premises anything of an inflammable, dangerous or noxious character.
17. The Hirer is responsible for obtaining a Public Entertainment or other licence where required. Any fees for such licences are to be paid for by the Hirer.
18. Smoking is not allowed on the school premises at any time.
19. No nails or fastenings shall be driven into any wall, floor, ceiling or partition of the premises.

Indemnity & Insurance

20. Liverpool Archdiocese, St Helens Council and the school disclaim liability for injury or damage to persons or property upon its premises (so far as they are legally able to do so).
21. The Hirer agrees to indemnify School, Liverpool Archdiocese, St Helens Council, its employees and agents against all actions, proceedings, claims, damages, awards or costs in respect of loss, damage, death or personal injury during the period of hire or before or after that time if such death or injury in any way related to the hire of the premises except where such death or injury occurs as a result of the negligence or breach of duty of the Archdiocese or Council, the school or their agents or employees. The indemnity must be covered by public liability cover to a minimum sum of £5m including fire damage to the premises and its contents. It will be necessary to produce documentary evidence of the cover when booking.

Advertising

22. No advertising shall be permitted except without the prior written consent of the school.

Cancellation

23. The school reserve the right to cancel the booking at any time without notice and without assigning any reason, but will endeavour to give as much notice as possible. In such circumstances, the school will refund any monies paid in respect of the letting so cancelled but will not be responsible for any loss or expenditure whatsoever in relation to the letting which the Hirer may have incurred or be liable to pay. The school reserves the right to refuse any application for Hire as it may deem fit or withdraw permission for any letting at any time.
24. If the Hirer cancels their booking 10 or more working days before the date of the booking, the full fee and deposit will be refunded to the Hirer. If less than 10 working days notice is given, only 50% of deposit will be returned. If less than 5 working days notice is given by the Hirer, there will be no refund of the deposit.
25. The applicants will complete all relevant paperwork in a true and accurate way. False information may lead to an application being terminated.

Lettings Checklist for Hirer

Things to do

Tick when done

1	Read through schedule of charges and the conditions of use, and booking form	
2	Complete booking form	
3	Send in booking form to school to request a booking	
4	School notifies you that the booking is available or not available and sends you an invoice	
5	Complete risk assessment of activity (including DBS forms if working with children) licences etc	
6	Send in risk assessment, DBS forms, copy of any licences and insurance certification required and payment of invoice	
7	Receive signed Lettings Contract from school	
8	Attend induction into fire procedures	
9	Inform attendees of fire procedures and terms and conditions of use	

St Augustine of Canterbury Catholic Academy Lettings Contract

This contract is between the Governors of St Augustine of Canterbury (the School) and XXXXXXXXX (the Hirer) relating to the hire of facilities at the school premises at the address detailed above, this contract supersedes any previous agreement.

The content of the Lettings Policy received and of the Term and Conditions for Hire contained within it form the basis of the Contract terms. Your signature on the booking agreement is accepted as your acknowledgement and acceptance of these terms.

The School agree to hire to you the following facilities:

And at the following times: XXXXX
i.e. Weds evenings 6:30 to 8:00pm

And for the following Duration : XXXXXXXXXXXXXXXX
ie. Weds 22nd October or each Weds evening between Oct 22 and Jan 24 totalling a hiring of XXX weeks (include dates of any periods of off hire)

At the agreed cost of: XXXXXXXX

You will agree to abide by the terms of the agreement at all times;

You will provide your own equipment.

You will ensure that all terms and conditions of the Letting Policy are adhered to at all times.

You will provide/offer sight to the School, on request, any information pertinent to your hiring that may be required, i.e. updated insurance documents, DBS certs etc.

You will ensure that you carry adequate insurance to indemnify the School against damage, loss or personal injury.

Should you require any further information please refer in the first instance to the Lettings Policy and Terms and Conditions of Hire provided.

Yours sincerely,

K Rimmer

Mrs K Rimmer
On behalf of the
Governors of St Augustine of Canterbury Catholic Academy