

OUR SCHOOL VISION

To work together to allow the full potential of each child to develop, through a quality education with high expectations, firmly based on Gospel values and lived out in a caring and worshipping Catholic community.

OUR MISSION STATEMENT

Through the example and love of Father, Son and Spirit we pray together; work together; and always do our best.



LETTINGS POLICY

This policy has been approved and adopted by the Governing Body in January 2023 and will be reviewed in January 2026.

Signed by Chair of Governors: _____

Signed by Headteacher: *Catherine Whatley*

Date	Reason & Changes Made	By
17/1/23	Version 1	Catherine Whatley Headteacher

Rationale

Provided there is no interruption to school use of the premises, part of the school buildings and grounds may be let to outside bodies after the end of the school day, at weekends and during the holidays, in order to:

- Raise income for the school
- Better integrate the school into the local community
- Familiarise individuals with the school, who may become pupils or their parents
- Satisfy some of the needs of local individuals, groups and organisations
- Increase the use of facilities that are under used by the school

This policy has been written following the guidance from HCC which is available on their website.

Priority Usage

The governors have adopted the following categories of priority user:

1. Statutory users (i.e. local elections)
2. School and PTA users
3. Designated users (i.e. Providers engaged by the headteacher and/or governors to provide after-school and holiday care for our community)
4. Private users.

The governors recognise that it would be impossible for them to personally vet every applicant or organisation who wish to make use of the school premises. Accordingly they have delegated the authority to accept applications for hire to the Headteacher.

No member of staff is allowed to vary the terms and conditions from which the school premises are hired to either individuals or organisations nor did to deviate from the governors publish charging policy.

Roles and Responsibilities

The School Business Manager is responsible for the construction and regular update of the lettings diary. This will be held electronically on the Admin Pool of the school IT system.

- The staff and Chair of the PTA are responsible obtaining permission from the headteacher, in advance and within a reasonable timescale, of events outside teaching hours, which will use the school premises
- The staff and Chair of the PTA are responsible for informing the School Business Manager, in advance and within a reasonable timescale, of events outside teaching hours, which will use the school premises
- Opening and closing the school is undertaken by the nominated key holders (agreed by the governors and documented within the Security Policy)

- Supervision during the letting is the responsibility of the user. The user is also responsible for the security of the area of the school being used
- When a risk assessment is completed by the user or the school, in relation to the premises or activity or equipment involved, the user must ensure any controls are complied with
- Post-letting checks are made by the caretaker and reported to the School Business Manager
- The School Business Manager will ensure that excess wear and tear on the buildings and equipment is avoided and will follow up unsatisfactory lettings to resolve issues

Implementation

Potential lettings users should be asked to complete an application form or submit a written request detailing their requirements. On receipt we will confirm that the accommodation and equipment requested is available when required. The potential user, who must be over the age of 18 years, must be made aware of the Conditions of Use requirements and be able to meet them to the satisfaction of the school. Before calculating the charge for the letting, account should be taken of all the costs to the school of the lettings.

Bookings are made through the Headteacher, as authorised by the Governing Body, and confirmed in writing.

- School and PTA activities have priority
- No bookings are confirmed more than 4 months in advance although provisional bookings may be made at any time
- Outline charges are set by the Headteacher and Governors and reviewed every two years in line with the review of this policy
- Specific charges are set at the time of the agreement
- The VAT liability of the letting is determined at the time of the agreement
- Payment is in advance for single lettings
- For long term lettings, the agreement should be updated and reviewed at least annually
- In accordance with HCC guidance, a diary is kept covering all school, PTA and outside use of the premises and grounds after school, in evenings, at weekends and in holidays

Users sign an agreement that covers:

- Terms and conditions relating to type of and length of use
- Cancellation
- Damage
- Insurance
- Charging
- Restrictions on use
- Licensing for the sale of alcohol, or public performances
- Parking

At no point will any landlord and tenant relationship be created.

Scale of Charges

In arriving at their scale of charges the governors have adopted the following principles

1. that statutory users will be charged an amount commensurate with cost recovery;
2. that private and designated users will be charged on a cost plus an income margin for the school
3. that there will be parity of treatment for similar users
4. that overall the cost of letting school facilities will be recovered from users.

For the purpose of charging, the Headteacher is empowered to determine to which group any particular individual or organisation belongs. The basis of charging will be determined by the purpose for which a letting is arranged.

The scale of charges forms Appendix 2 to this policy statement.

Discounts

These form part of the scale of charges (Appendix 2) and are the only permitted variations to the standard charges.

Value Added Tax

The governors are constrained by law to apply value added tax to all transactions where this is appropriate. (Appendix 2)

Minimum charges and deposits

The minimum hire period will be 1 hour. The governors reserve the right to require a deposit over and above the hiring charge as a surety against damage to the premises, property or equipment or the premises being left in an unacceptable condition necessitating their incurring additional cost for cleaning, caretaking or other expenses.

Cancellations

Governors will seek to recover any costs incurred by the school which are unavoidable and result directly from the cancellation of a letting. Details of the charges are shown in the scale of charges in Appendix 2.

Payment methods

The governors are mindful of their responsibilities in safeguarding the school from bad debt. Therefore payment at the time of booking is the norm. The School Business Manager, acting on behalf of the Governing Body, will ensure timely receipt of payments. Arrangements may be made to stop the letting if payment has not been received.

Invoices will be sequentially numbered with any insurance contribution and VAT element being clearly identified.

Extension of Credit

The governors will not allow the extension of credit.

Health, Safety and Security

The requirements of the Health and Safety at Work Act 1974 and associated health and safety legislation apply to lettings and this will be drawn to the attention of users. They will be made aware of the content of the school health and safety policy as it applies to them and need to be willing to take on the safety and security requirements of the policy and the conditions of use.

A risk assessment may need to be completed by the user, especially where the activity presents a greater risk than life in general. We will then consider the risks and proposed

controls and ensure that we are satisfied that the activity does not present an unacceptable level of risk prior to the letting taking place.

The governors will not normally insist upon continuous staff presence. However they reserve the right to and delegated power to the Headteacher to insist upon staff presence where in their view the nature of the hiring may leave the school vulnerable to theft or damage. Users must comply with the school health and safety policy, a copy of which is available on request.

Insurance

The Hirer must arrange their own insurance and produce documentary evidence from their insurers or brokers to the effect that a valid Public Liability policy is in place with a minimum indemnity limit of £5million for any one event/each and every claim. Where cover is not confirmed it will not be assumed that it exists.

Use of the school will not be permitted until evidence of insurance cover has been seen.

Cleaning and caretaking arrangements

If agreement is given for the use of the school's Serenity Room kitchenette, HCC regulations must be observed.

All rubbish, empty containers, crates, etc. must be removed from the premises by the user immediately after the letting has taken place and before locking up.

Furniture and equipment is to be left as found unless other arrangements have been agreed with the headteacher.

The premises shall not be used for any purpose other than that for which agreement has been granted nor shall any areas of, or furniture/equipment in, the school but not included in the letting agreement be used without express permission; in such cases an extra fee may be payable.

Licences

The user must have written permission from the school before arranging for alcoholic drinks to be consumed on the premises. Under The Licensing Act 2003 the users are responsible for Temporary Event Notices (TENs) to the district/borough council and local police.

Alcoholic drink may not be brought onto the premises while children are present and are to be cleared from the premises when the event ends.

No public performance of a play, cinematography exhibition, public dancing, singing, music or other public entertainment of the like shall be performed in or close to the premises unless any necessary licence for the same shall first have been obtained from the appropriate authority and all necessary measures taken to fulfil the conditions of the licence.

Temporary Event Notices (TENs) are required not only for any sale/supply of alcohol, but also for regulated entertainment (e.g. live and recorded music and performance of dance) and late night refreshments.

Parking

Vehicles are not allowed on the playground or playing field unless specifically agreed in writing. Vehicles may be parked in the school car park. Vehicles must be positioned such that the Emergency Service have clear access via the side gate. Control of parking is the responsibility of the user. No responsibility can be taken by the school for any damage to vehicles sustained whilst in the school grounds.

Monitoring & Evaluation

Lettings should be evaluated to assess the additional income raised for the school, less the cost of any reasonable wear and tear to the furniture and fabric of the school, made during lets and costs of additional heating and caretaker's payments.

Policy Statement

Our School is committed to safeguarding and promoting the welfare of children and expects all staff and volunteers to share this commitment.

CONDITIONS OF HIRE

1. Application for the hire of School premises (the definition of which for the purposes of these conditions of hire shall include all buildings and outside facilities) shall be made on the enclosed form to the Headteacher.
2. Any person wishing to hire the School premises must be over 18 years of age.
3. The scale of charges and hours of letting are set out on the enclosed sheet.
4. A deposit of 25% of the total charges is due with the application and the balance must be paid by the hire date.
5. A suitable insurance must be arranged by the hirer or an additional charge will be made (see attached charges).

Cancellations

1. The hirer may cancel a booking upon giving five days' notice in writing; if five clear working days' notice is not given the school will charge a cancellation fee of a quarter the total fees due.
2. The school governors reserve the right by notice to the hirer to terminate the hiring at any time for reasons outside their control and to return to the hirer any monies paid by way of deposit but the governors shall not be under any liability to the hirer for any loss or damage he may sustain out of such a termination.
3. The hirer shall not assign the benefit or burden of the hiring or sublet the premises or any part thereof.

Licences

1. The conditions attached to the Public Entertainments Licence and the stage play licences shall be duly observed. A copy of such licences e.g. PRS or PPL Licences, may be requested on application and the hirer shall be deemed to have had notice of all such conditions.
2. The user must have written permission from the school before arranging for alcoholic drinks to be consumed on the premises. Under The Licensing Act 2003 the users are responsible for Temporary Event Notices (TENs) to the district/borough council and local police. Alcoholic drink may not be brought onto the premises while children are present and are to be cleared from the premises when the event ends
3. The hirer shall not use the premises or any part thereof for a performance for which copyright subsists without the consent of the owner of the said copyright or in any manner infringe any copyright.
4. If any part of the premises are to be used for purposes of gaming or games of chance of any description the hirer shall be responsible for securing that the provisions of the Betting, Gaming and Lotteries Act 1963, the Gaming Act 1968, or any subsequent amending Act are fully observed and complied with.

Hirer's Responsibilities

1. The use of any outside facilities shall not extend beyond sunset (or normal lighting up time if earlier) unless specifically agreed on a case by case basis. The use of any indoor facilities shall not extend beyond 20.00hrs.
2. The premises must be left in a clean and tidy state. In the case of this standard not being met, then a charge will be made to cover any necessary cleaning.
3. No nail or fastening of any kind shall be driven or put into any wall, partition, pillar or other fittings or furniture.
4. Expenses incurred in excess of the value of the deposit for damage or loss of any kind sustained to the premises, fixtures and/or fittings, furniture and/or other chattels therein arising out of or in connection with use of the school shall be made good at the expense of the user within one month by the school or, by agreement, by the user and to the satisfaction of the school.
5. The hirer shall indemnify the School Governors and HCC against all claims, demands, actions or proceedings in respect of any loss, damage or injury caused by or to any persons which shall occur while such person is in or upon any part of the premises or in respect of any loss or damage suffered or sustained by any person by reason of use of the premises by the hirer.
6. The hirer shall provide such number of attendants and supervisors as may be necessary to secure the efficient supervision of the premises during the hiring, including the orderly and safe admission and departure of persons to and from the premises and the orderly and safe clearance of the premises in case of emergency the safety of the premises and the preservation of good order and decency therein, and ensuring that all doors giving egress from the premises are kept unfastened and unobstructed and immediately available for exit during the whole time the premises are in use.
7. It is the user's sole responsibility to control entry of all visitors at the external entrance allocated and to ensure that only those people known to them are allowed access to school premises. The entrance and any other external doors that are unlocked must be controlled by responsible adults at all time during the period of the letting. On completion of the letting a check must be carried out to ensure that all windows have been shut and secured, and all visitors have left the premises.
8. Lights – please turn off lights when they are not needed.
9. Use of Equipment – No equipment of whatever kind may be used for whatever purpose (including small equipment, audio, audio-visual, musical, etc.) without the express approval of the Headteacher.
10. The hirer must advise on the Booking Form what type and amount of furniture is required (chairs, tables, etc.). No extras can be taken from elsewhere. Hirers are responsible for leaving the furniture in a clean condition.
11. Delivery of Materials – It will not normally be possible to store food materials, etc., for the preparation of a function considerably earlier than the time specified as the start of preparation. You must discuss this with the School Business Manager if necessary.

Health and Safety

1. In line with the Health & Safety regulations, the maximum number of persons permitted in the Main Hall varies according to use (Appendix 2). This number must not be exceeded.
2. The user must adhere to the school Health and Safety policy at all times when using the premises or properties.

3. The hirer is responsible for seeing that any equipment brought into the premises complies with all statutory safety requirements for that equipment and for providing and ensuring that use of a portable R.C.D device. Where such electrical equipment may come into contact with any person(s) other than the hirer, the hirer is responsible for seeing that the equipment owner knows the safety rules.
4. The hirer is responsible for providing a First Aid kit, which must be accessible on the premises during the hire.
5. If agreement is given for the use of the school kitchen, HCC regulations must be observed.

Criminal Record Bureau Checks

1. If you run a club/group that involves children it is your responsibility that you and your staff/helpers have had the necessary police checks carried out by the DBS Checking Service. Please confirm in writing with the School Business Manager that this has been done and kept up to date.

General

1. St John the Baptist Catholic Primary School is a no smoking establishment both inside and outside within the school site.
2. The Governors reserve unto themselves and their officers, servants and agents a right of entry to every part of the premises at any time during a hiring.
3. The Governors reserve unto themselves and their officers, servant and agents the right to immediately withdraw permission to hire should the hirer at any time not comply with any of the Conditions of Hire.
4. The School Governors may, by arrangement, allow a hirer reasonable time to clear up and remove property either at the end of the hiring or on the following morning, but in any event, the premises must be clear of all property by midday on the date after a hiring. The Governors do not undertake safe custody of property remaining on the premises. If any equipment is used it must be left in a clean and tidy condition at the end of the function. Any extra cleaning costs if the premises are left in a dirty and untidy state will be recoverable from the hirer.
5. All vehicles, equipment and personal property are brought onto the premises at the owner's risk. No responsibility for safeguarding such items can be taken by School staff or the Governing Body.
6. All persons hiring the School must please respect the content, layout and equipment in the rooms.
7. **Please keep these Regulations safe and refer to them as necessary.** Return the completed booking form to the School Business Manager.

LIMITATIONS

1. It is strictly forbidden to enter offices except for the use of the telephone in emergencies, or any other areas of the School which have not been booked.
2. It is strictly forbidden to use school equipment, such as the photocopier.
3. It is strictly forbidden to enter into or use the teachers' cupboards which are located in each classroom.

WHAT TO DO IN THE EVENT OF A FIRE

1. If you discover a fire, raise the alarm by ringing a fire alarm.
2. If the School fire alarm sounds during your function, please take the following action:
 - a. Everyone in the School **MUST** go immediately to the muster point at the front of the School. It will be the hirer's responsibility to make sure that everyone is accounted for.
 - b. When the alarm goes off, the Fire Brigade will be automatically alerted.
 - c. No-one must re-enter the School until permission is given by the Fire Brigade
 - d. The hirer must contact the headteacher, or Chair of Governors if the headteacher is unavailable, to alert them to the emergency. *Full and safe evacuation is always the priority over contacting the headteacher/governors.*

I confirm that I have read and agree to abide by these Conditions of Hire

Signed

Date

Name (please print)

Lettings Policy
Appendix 2
Scale of Charges

SCALE OF CHARGES FOR USE OF EDUCATION PREMISES AND PROPERTIES
FINANCIAL YEARS 2023 - 2025

SCHOOL FACILITIES

Location	Serenity Room	Hall	KS2 Playground	KS1 Playground	Field
Maximum Number	40	276	130	100	250

	Users	Charges	Comments
1	School/PTA users	N/A	Governing Body PTA Breakfast Club School Organised Clubs
2	Community Education Users	N/A	Parish Catechist Group
3	Other Community Users	£10 per hour + VAT	
4	Private Users Outside of school Hours (non-profit making)	£15 per hour or £100 per day	TestLands Holiday Club
5	Private Users Outside of school Hours (profit making)	£30 per hour + VAT	

Lettings Policy
Appendix 3
Application Form – Premises

**ST JOHN THE BAPTIST CATHOLIC PRIMARY SCHOOL HIRE AGREEMENT
FORM - PREMISES**

To request the use of: St John the Baptist Catholic Primary School, Floral Way, Andover, Hants, SP10 3PF <i>This form is to be completed by the applicant and submitted to the headteacher.</i>		HIRE AGREEMENT No:	
Company of Hirer			
Applicant's name, address and postcode			
Telephone Number			
Email Address			
Use to be made of the premises		Maximum Number of persons	
Accommodation Required		With/without heating	
Days		Dates	
Times <i>(including preparation and clear up time)</i>			
Furniture and Equipment requirements			
Insurance Certificate		Insurance Certificate Number <i>(include a copy of the certificate)</i>	
Available Unavailable*			
Caretaking Requirements <i>(Opening, closing, for the duration etc.)</i>			
Risk assessment will be provided for the activities listed here.			
Signed		Dated	

<p>I am satisfied with the details shown above and confirm that we accept the <u>Conditions of Use</u>.</p> <p>We have the appropriate insurance cover.</p>

Name		
Organisation		
Address		
Risk Assessment	Attached/Not attached (delete as appropriate)	
Insurance Certificate	Attached/Not attached (delete as appropriate)	
Signature		
Date		

***Commercial hirers must have their own insurance of at least £5,000,000 to be seen and copied by the school.**

For office use only:	Date
Application approved/refused <i>(delete as appropriate)</i>	
Hire Agreement letter and Hire Agreement form & Conditions of Use sent together	
Risk assessment acceptable	
Insurance Certificate seen	
Hire Agreement Form signed and returned	
DBS certificates seen and recorded in SCR	
Contact details for headteacher, CoG shared and hirer exchanged	
Invoice(s) issued	
Invoice(s) number(s)	
Payment(s) received	