



Lettings Policy

Policy Owner	School Business Manager
Responsible Committee	Policy & Practice Committee
Date of Adoption	January 2019
Date of Review	January 2022

St James' Mission Statement:

*To ensure everyone within our school **family** achieves their full potential, to encourage learning and development through **faith**, and to strive for **excellence***

Rationale:

The lettings policy sets out the details of how St James' Catholic High School will carry out the management and administration of its lettings.

Aims:

- To provide clarity on the category of lettings
- To set out the administrative process
- To provide detail on the conditions of Hire of facilities at St James' Catholic High School



Management and administration of lettings

The Governing Body has elected to manage its own premises use subject to direction by the LA or any statutory requirements. The school's delegated budget share must not be used to subsidise any non-school use of premises and grounds (e.g. lettings).

Definition of a Letting

A letting is defined as "any community use of the school premises and /or grounds outside of the school day and not associated with the corporate life of the school".

Use of the premises associated with the corporate life of the school includes activities such as staff meetings, parents meetings, governors meetings and extra-curricular activities of pupils by school staff. Costs arising from these uses are a legitimate charge against the schools budget.

Restrictions on a letting

A letting **MUST NOT** give full- time exclusive use of all or parts of the premises or grounds. Any equipment provided by the hirer **MUST** be removed from the site or stored as agreed by the school, and **MUST NOT** restrict the use of the facilities by the school or other approved organisations. A letting must not interfere with the primary activities of the school.

Categories of Lettings

1. Community education activities and programmes directly sponsored or controlled by the LA (e.g. adult education, youth service and in-service training).
2. Activities that the LA wishes to support and develop under its subsidised lettings policy e.g. neighbourhood watch, scout and guides.
3. Lettings approved by the Governing Body and the Consultative Management Group (CMG)

The Governing Body and CMG may decide to develop a policy of subsidy for certain categories of its own lettings, the funding for which **MUST NOT** come from the schools delegated budget share, unless it can be shown to be "for the purposes of the school" as required by the Education Act 1988.

4. Lettings made under statute e.g. Elections, parish council meetings.



Policy statement use of premises

It is the policy of the governing body to maximise the use of the school premises.

Lettings Charges

The Governing Body and Consultative Management Group are responsible for setting charges. The charges will cover all the costs involved and MUST NOT knowingly provide subsidy from the schools delegated budget share.

The charges will be reviewed annually, during the summer term by the Finance & Premises Committee and the Consultative Management Committee for implementation from 1st September.

Current charges are available on application.

The Administrative Process

Initial Approach by Potential Hirers / Sports Development Officer

To be made to the *Site Manager* who will identify their requirements and the facilities available (initial request form). These details will then be shared with the Finance and Premises Committee for agreement.

The governing body has the right to refuse an application without stating any reason and no letting should be regarded as booked until approval has been given in writing. No public announcement of a function to be held should be made until the booking has been formally confirmed.

Once a letting has been approved a letter of confirmation should be sent to the hirer, setting out the full details of the letting, enclosing a copy of the lettings terms and conditions and requesting payment by cheque or cash in advance of the booking. In the event of failure to pay the fee, the premises will not be made available.

Conditions for the Hire of St James' Catholic High School

All conditions will be adhered to. The Hirer shall be the person making the application for a letting and such person will be responsible for payment of all fees or other sums due in respect of the letting to the Hirer and for the observance of regulations imposed by the LA or their lawfully appointed agent.

DAMAGE, LOSS OR INJURY: The hirer warrants to the Governors that it has appropriate insurance to cover all its legal liabilities for accidents resulting in injuries to persons, including participants in the hiring activity, and/or loss of or damage to property, including the hired premises, arising out of the letting of educational premises.

The LA/school will not be responsible for any injury to persons or damage to property arising out of the letting of educational premises.

PROTECTION OF PREMISES AND MOVABLE PROPERTY: Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating the drilling of nails or screws into fixtures part of the school fabric will be permitted. In the event of any damage to premises or property the LA shall make it good and the Hirer shall pay the cost of such reparation.

PUBLIC SAFETY: The Hirer shall be responsible for the prevention of overcrowding such as would endanger public safety and for keeping clear all gangways, passages and exits. Where applicable the Hirer must adhere to correct adult to pupil ratios at all times

The hirer shall be responsible for providing adequate supervision to maintain order and good conduct.



ST JAMES'

CATHOLIC HIGH SCHOOL

ACCESS TO A TELEPHONE: There is no legal requirement to provide access to a telephone within the school premises. However St James' Catholic High School is prepared to allow access to the school phone in the site manager's office for emergency use only. A record of the call made must be logged in the site manager's diary.

FIRST AID FACILITIES: There is no legal requirement to provide first aid facilities for hirers. It is the hirer's responsibility to make their own arrangements i.e. trained personnel and provision of first aid kit, particularly in the case of sports lettings. Use of the schools resources is not available.

STATUS OF PERSON APPLYING FOR A LETTING: Lettings should not be made to persons under the age of 18 or any organisation or group with an unlawful or extremist background.

Persons may have to undergo, at the discretion of the Governors a police check. When lettings involve access to S. James' pupils all personnel involved must be DBS (Disclosure & Barring Service checked as per DfES regulations. These checks to be made by prior arrangement with the Headteacher (at least half a term's notice in advance to ensure checks are carried out).

All adults working with St James' pupils must be appropriately qualified and sports coaches must follow LA guidelines and checks.

COPYRIGHT OR PERFORMING RIGHTS: The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the LA against all sums of money which the LA may have to pay by reason of an infringement or copyright or performing right occurring during the period of hire covered by this agreement.

SUB LETTING: The Hirer shall not sub-let to another person.

INTOXICATING LIQUOR: No intoxicants shall be brought on to or consumed on the premises without the prior approval of the governing body.

SMOKING: All the school is a non-smoking area and tobacco is banned from the premises; as are drugs and other inappropriate substances (as defined in the school's substance abuse policy), with the exception of intoxicating liquor (see above).

HEELS & SHOES: No stiletto or any type of thin heel is to be worn.

If activities involve out door use please ensure footwear is cleaned before re-entering the premises.

DANCING: Application to the Governors must be made in writing for permission.

VACATION OF PREMISES: The Hirer shall ensure that premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising children until they are collected and ensuring named adults collect them.

In the event of an emergency, occupants must leave school by the nearest exit. The assembly point is on the main schoolyard immediately outside the science block. The Hirer must have immediate access to members contact details. Use of the school phone is available in the event of an emergency. One is located in the site supervisor's office (dial 9 for an outside line). Hirers are responsible for familiarising themselves with emergency exits and must ensure members are aware of evacuation procedures.



CHARGES: Hire charges are reviewed annually and can be found in **appendix 1**. The charge includes hiring a person to be responsible for security and cleaning. The Site Manager will keep a booking diary, lettings schedule and cancellations record.

VARIATION OF SCALES OF CHARGES AND CANCELLATIONS: The Hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by the governors annually) and that the letting may be cancelled provided that in each circumstance at least 28 days' notice either way is given. It is the hirer's responsibility to notify parents of changes in dates or venues in writing at least a week in advance. The *Site Manager* will notify the hirer of changes/cancellations.

SECURITY: The governors will hire and pay for a person to be responsible for the security of the premises before, during and after the hire and this person will also clean the premises after its use. The hirer will have this charge added to the hire fee. If no suitable person can be employed then the hire will not be allowed or cancelled. Only named key holders may operate the security system. Keys should not be passed to any other person without direct permission of the governing body of the school.

FOOD AND DRINK: No food or drink may be prepared or consumed on the property without the direct permission of the governing body due to food hygiene regulations. All litter must be placed in the bins provided. Water is available from drinking fountains and the school vending machines. Application must be made on the original form.

SCHOOL EQUIPMENT: This can only be used if requested on the initial application and its use approved by the governors. Adults must supervise equipment being issued and its safe return. The hirer is liable for damage, loss or theft of school equipment they are using. The hirer is responsible for the equipment's safe and appropriate use. No use may be made of apparatus such as stage fittings, pianos etc without specific permission. Staging set up for school use will not be dismantled during the weeks it is in use.

PRIORITY OF USE: The Governors will resolve conflicting demands for the use of the premises with priority being given to school functions and LA lettings. For all other lettings, as a general rule, hirers who commit to a long-term lettings, e.g. 12 months will be given priority over shorter-term bookings.

ATTENDANCE: The Hirer shall ensure that the number of persons using the premises does not exceed that for which application was made and approved.

BEHAVIOUR: The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated.

OWN RISK: It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

RIGHT OF ACCESS: The governing body and its agents reserve the right of access to the premises during the letting. The Headteacher/LA reps or Governors will monitor activities from time to time.

CONCLUSION OF THE LETTING: The Hirer shall, at the end of the hire period, Leave the accommodation in a reasonably tidy condition, all equipment being returned to the correct place of storage. If this is not adhered to an additional cost will be charged.



ST JAMES'

CATHOLIC HIGH SCHOOL

ELECTRICAL EQUIPMENT: Any electrical equipment brought by the Hirer onto the school site **MUST** comply with the LA code of practice for portable electrical appliance equipment. Equipment must either have a certificate of safety from a qualified electrical engineer or be inspected by the LA. This must be notified on the application.

PROMOTIONAL LITERATURE / NEWLETTERS

A draft copy of any information to be distributed to club members or through school must be sanctioned by the Headteacher a week prior to distribution by the Hirer.



APPENDIX 1

ST JAMES CATHOLIC HIGH SCHOOL LEISURE FACILITIES				
SCALE OF CHARGES WITH EFFECT FROM 01/09/17			PRICE	
			ADULT	JUNIOR
INDOOR FACILITIES				
SPORTSHALL	WHOLE HALL	1 HOUR	£35-00	£25-00
		2 HOURS	£70-00	£50-00
		3 HOURS	£105-00	£75-00
		4 HOURS	£140-00	£100-00
BADMINTON COURT	PER COURT	1 HOUR	£9-50	£8-00
OUTDOOR FACILITIES				
ASTRO TURF (WHOLE PITCH)		PER HOUR	£50-00	£40-00
ASTRO TURF (HALF PITCH)		PER HOUR	£30-00	£25-00