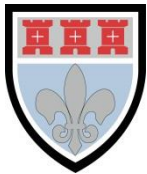


ST MARY'S CATHOLIC SCHOOL

LETTINGS POLICY



ST MARY'S CATHOLIC SCHOOL – LETTINGS POLICY

Introduction:

The governors of St Mary's wish to welcome and encourage community use of the school. We hope you find the facilities to your satisfaction. If there are any suggestions for improvements or requests for other use please bring these to the attention of the Director of Finance & Support Services, Mrs Louise Douds.

The Trust regards the school buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible. However, the overriding aim of the academy is to support the school in providing the best possible education for its pupils, and any lettings of the premises to outside organisations will be considered with this in mind.

We do need to preserve the premises in as good a condition as possible and it is important that the terms and conditions of the letting, which feature as part of this document, are followed closely.

Definition of a Letting

A letting may be defined as "any use of the school premises (buildings and grounds) by either a community group (such as a local music group or football team), or a commercial organisation (such as the local branch of 'Weight Watchers')". A letting must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

Use of the premises for activities such as staff meetings, parents' meetings, Governing Body meetings and extra-curricular activities of pupils supervised by school staff, fall within the corporate life of the school and will incur no charges.

Types of Lettings

Single lettings are those where an individual or organisation wishes to hire facilities on a one off basis, these lettings will still be subject to a formal lettings agreement and follow the same principles as a continuous letting. Continuous lettings are those that run for a number of weeks or terms. Continual, long-standing lettings may be eligible for a discount on standard charges.

Letting Agreement

All lettings (even those where no charge is made) must be subject to a letting agreement, this will detail the terms of the letting and must be signed by both the school and the hirer. A letting should only be confirmed as accepted when a signed letting agreement is in place.

Any amendments to an agreement will require a new agreement form to be signed.

Letting Charges

The Governing Body is responsible for setting charges for the letting of the school premises. The level of charges will be reviewed annually by the governing body prior to the start of the school academic year.

A charge will be levied which covers the following costs as appropriate:

- ◆ Cost of services (heating and lighting);
- ◆ Cost of staffing (additional security, caretaking and cleaning)
- ◆ Cost of administration;
- ◆ Cost of “wear and tear”;
- ◆ Cost of use of school equipment (if applicable);
- ◆ Profit element (if appropriate).

When the school is being used for election purposes the school will make a charge to cover its costs in line with local arrangements. Lettings that are agreed with community organisations, for the purpose of education, or recreation will be charged at a lower rate than those agreed with commercial or private operations. The charging rates applicable will be agreed by the school prior to any agreements being finalised. Current charging rates can be found in appendix 1.

Discounts will be applied for long standing bookings which will be agreed with the school at the time of booking and reviewed annually prior to the start of the academic year.

VAT

In general, the letting of rooms for non-sporting activities is exempt of VAT, whereas sports lettings are subject to VAT (although there are exemptions under certain circumstances which will need to be considered by the “hirer”). Unless otherwise agreed, VAT will be charged for sports lettings.

Management and Administration of Lettings

The Head teacher is responsible for the management of lettings. Where appropriate, the Head teacher may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

If the Head teacher has any concern about whether a particular request for a letting is appropriate or not, they will consult with the governing body.

The Administrative Process

Organisations seeking to hire the school premises should approach the Director of Finance & Support Services who will identify their requirements and clarify the facilities available.

A Letting Application Form should be completed at this stage – attached in appendix 2. The starting and finishing times on the booking form should be such, to allow time for any setting up and clearing up respectively.

The Head teacher has the right to refuse an application, and no letting should be regarded as “booked” until approval has been given in writing. Once a letting has been approved, confirmation will be sent to the hirer in the form of a hire agreement, setting out full details of the letting and enclosing a copy of this policy containing the terms and conditions and the particulars of the hire as agreed.

The letting should not take place until the signed agreement has been returned to the school. The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the current scale of charges as detailed in this policy. The hirer can then pay directly into the schools bank account. A sample agreement form is detailed in appendix 3.

One off bookings are paid in advance, all other bookings are either paid monthly or termly as agreed for which the hirer will be invoiced from the school.

The hirer should be a named individual and the agreement should be in their name, giving their permanent private address.



St Mary's Catholic School - Terms and Conditions 20/21

All terms and conditions must be adhered to as follows:

1. The “Hirer” shall be the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting and ensuring the terms and conditions are adhered to.
2. Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background. The hire agreement is personal to the hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the Academy to them or of creating any tenancy between the Academy and the hirer.
3. **Use and Access**
 - a) The Trust permits the Hirer to access and use **ONLY** those areas of the school as stated on the booking form. **No access to any other rooms and/or facilities shall be used unless by prior consent with the Trust**
 - b) The Hirer is responsible for ensuring these terms and conditions of use are observed and for the effective supervision of the arrangements and activities on the school premises during the Hire Period and for the prevention of disorderly behaviour.
 - c) The Trust retains the right to access the school Premises at all times during the hire period and the Hirer must comply with any reasonable instructions given by school staff.
 - d) The areas of the school used remains in the Trusts’ legal possession notwithstanding the Hirer’s occupation during the Hire Period and such occupation shall not be deemed to constitute or create any lease or tenancy.
4. **Restrictions on Use**
 - a) The Hirer shall not use the Premises for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Trust or any owner or occupier of neighbouring properties
 - b) The Hirer shall not make any alterations or addition to the Premises, shall not affix any items to the Premises and no interference is to be made with School property/equipment or other parts of the building which do not form part of this hire agreement.
 - c) If the hire agreement allows use of the kitchen, any leftover food and drink must be taken away from the school premises at the end of day and the kitchen must be returned to the same condition as it was found in.
 - d) Any storage space must be agreed with the Trust before use.
 - e) The use of any school equipment must be agreed in advance of the letting.
 - f) Alcohol is not to be allowed to be brought onto or consumed on the Premises at any time without

express approval from the Trust.

g) Illegal drugs are not to be brought onto or consumed in the premises.

h) No items of a flammable, dangerous or noxious character may be brought onto the premises, including fireworks, confetti or gas without express approval from the Trust.

i) Smoking is not allowed on the Premises or grounds at any time

j) No betting, gaming or gambling is allowed on the premises

k) Dogs, other than guide dogs for the blind or other assistance dogs, shall not be allowed on the Premises.

l) No food or drink may be prepared or consumed on the property without the direct advance permission of the Trust. All litter must be placed in the bins provided.

m) No chewing gum is allowed on the Premises or grounds at any time.

5. Hire Fee and Deposit

a) One off bookings are paid in advance all other bookings are either paid monthly or termly as agreed at the time of booking and will be invoiced by the school accordingly. .

b) All payments should be paid through the school office (between 8.30am - 4.00pm, weekdays). No money should be given to other members of staff. Please retain your receipt as proof of payment.

c) The School reserves the right to require a deposit over and above the Hire Fee as a surety against damage to the Premises (including any Equipment) or the Premises being left in an unacceptable condition requiring additional cleaning, caretaking or other expenses

d) Please make cheques payable to Bishop Bewick Catholic Education Trust

6. Condition and Damage

a) The Premises must be left in the same condition as before the Hire Period. No food, rubbish or other belongings of the Hirer should be left on the Premises. If additional cleaning is necessary, the Hirer will be charged accordingly.

c) Any damage, destruction or theft that occurs during the Hire Period in or to the Premises, to the building, equipment or School property will be the responsibility of the Hirer and the Hirer shall pay to the School the cost of making good any such damage.

d) Any damages or breakages must be reported.

7. Insurance

a) The hirer should arrange his/her own public liability insurance; the hirer is responsible for the event, its supervision and any consequences arising from the event and must provide a copy of the insurance schedule to the school.

b) We can arrange Third Party Hirers insurance on behalf of the hirer (where the Hirer is an individual or small informal group of individuals & not using the Premises for commercial or business purposes). There is a cost for this which should be organised in advance with the school.

8. Indemnity

The Hirer shall keep the Trust indemnified against all expenses, costs, claims, damage and loss (including any diminution in the value or loss of amenity of the Premises) arising out of the use of the Premises by the Hirer or from any breach of any of the Conditions of Hire by the Hirer, or any act or omission of the Hirer, or any other person on the Premises with the actual or implied authority of the Hirer.

9. Loss

a) The Trust does not accept liability for any loss, theft or damage to property brought onto the Premises by or on behalf of the Hirer or damages to vehicles parked in any car park provided or injury to any person however caused.

b) The Trust shall not be liable for any loss or damage suffered by the Hirer as a direct or indirect result of the performance of this hire agreement being prevented, hindered or delayed by reason of any act of god, riot, strike or lockout, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, difficulty in obtaining workmen's materials or transport, electrical, power failures or other circumstances whatsoever outside its control and which affect the provision by the School of access to or use of the Premises.

10. Assignment

This hire agreement is personal to the Hirer and the Hirer shall not assign or underlet or part with or share possession or occupation of the Premises.

11. Toilet Facilities

Access to toilet facilities are included as part of any hire arrangements. A particular toilet area will be assigned by the Trust for use by the letting. No other facilities are to be used other than those specified.

12. First Aid Facilities

There is no legal requirement for the Trust to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. Use of the Academy's resources is not available.

13. Health and Safety

a) The Hirer must comply with all laws relating to the Premises and the occupation and use of the Premises by the Hirer, including but not limited to Health and Safety legislation.

b) The Hirer should, as far as possible, have an accurate list of those present.

c) Any portable electrical equipment to be used must have a current PAT test certificate if electrical.

d) The Hirer must ensure they are aware of the fire exits and the fire and emergency evacuation procedures. The Hirer is required to take any precautions necessary to ensure the safety of those attending during the Hire Period, including ensuring the means of escape from fire are not blocked or impeded.

e) The Hirer will immediately inform the School of any emergency, accident or serious incident that occurs during the Hire Period by telephoning the School facilities team ([07791797664](tel:07791797664)).

f) In the event of fire

i) The Hirer will call the Fire Service

ii) All users will evacuate the building via the nearest fire exit and muster at the designated point.

iii) Users must not re-enter the building until the "all clear" has been given by the Fire Service.

iv) Fires must be reported using the Trusts Incident Report form.

g) Covid Related Health and Safety Protocols – a separate document has been produced which details the processes and procedures that must be followed. A school representative and/or the site manager will go through these protocols prior to the first letting session. These protocols must be adhered to at all times to ensure the safety of all those involved in the letting. Failure to comply with the protocols may result in the letting being terminated.

14. Safeguarding and Child Protection

a) Hirers providing services to children must have policies and procedures in place to ensure children's safety and any Risk Assessments and DBS certificates required by the Hirer must be supplied to the Trust upon request.

15. Car Parking

Subject to availability, these may be used by the Hirer and other adults involved in the letting.

16. Cancellations

a) By the Hirer - Cancellations should be made in writing at least 48 hours before the proposed letting; otherwise the Hirer will still be liable for the charges as per the agreement. In the event of a cancellation being made at the appropriate time, the school will credit the Hirer for a future booking or refund the fee if no further bookings are required. Cancellations should be made to the school office in the first instance.

b) By the School - If the school finds it necessary to cancel a booking, as much notice as possible will be given, generally not less than 48 hours and, where possible, alternative accommodation will be offered. If this is not possible, a refund will be made. The Trust and the school will accept no liability in respect of commitments incurred by the Hirer due to such cancellations.

17. Advertising / Promotion

The Trust must approve of all advertising and posters concerning the use of the premises.

18. Copyright / Licences

a) The onus is on the Hirer to ensure which are necessary, and must produce documentary evidence before the letting takes place. The Hirer will indemnify the school and The Trust against any action brought about by failure to obtain the necessary licence(s).

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

19. Change Overs

The booking time is to include time for equipment to be set up, taken down or stored. This will be a maximum of 5 minutes per hour booking

20. Qualifications

All Coaches, instructors, trainers and teachers hiring the facilities for the purpose of teaching others will be required to produce evidence of a suitable qualifications before confirmation of the booking can be made



APPENDIX ONE

St Mary's Catholic School - Letting Charges for April 2021 Onwards

BASIS RATES. Please contact the school to discuss your requirements.

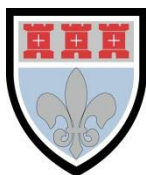
Room/Area for Hire	Proposed 2020/21 Rate
Basic Classroom	£30 per hour, £20 per hour for bookings in excess of 3 hours. £15 per hour for bookings in excess for 3 hours for long term lettings ie in excess of a term.
Sports Hall	£40 per hour, £25 per hour for bookings in excess of 3 hours. £20 per hour for bookings in excess for 3 hours for long term lettings ie in excess of a term. Booking includes the use of one changing room. A further changing room is charged at £10 per booking
Large meeting Room	£30 per hour, £20 per hour for bookings in excess of 3 hours. £15 per hour for bookings in excess for 3 hours for long term lettings ie in excess of a term
Dance Studio	£35 per hour, £25 per hour for bookings in excess of 3 hours. £20 per hour for bookings in excess for 3 hours for long term lettings ie in excess of a term. Booking includes the use of one changing room. A further changing room is charged at £10 per booking
Main Hall	£50 per hour, £35 per hour for bookings in excess of 3 hours. £28 per hour for bookings in excess for 3 hours for long term lettings ie in excess of a term.
Dining Hall	By arrangement
Outdoor Sports Field – eg Rugby Pitch, Grass Football Pitch	Adult Rate - £50 per 2 hours per pitch. Junior £40 for 2 hours. Booking includes the use of one changing room. A further changing room is charged at £10 per booking. The fee is on the basis of a minimum booking of 10 sessions. The school may restrict the use of the pitches by the community during inclement weather to preserve the facilities. In such circumstances the session may be deferred to use at an alternative time.
Outdoor Tennis Courts/Netball Courts	Adult Rate - £50 per 2 hours per pitch. Junior £40 for 2 hours. Booking includes the use of one changing room. A further changing room is charged at £10 per booking. The fee is on the basis of a minimum booking of 10 sessions

All charges will be subject to VAT subject to the notes as detailed above.

Other facilities/rooms of the school may be hired out but these are assessed on a case by case basis – please contact the school direct to discuss requirements.

Equipment - Use of other items of school equipment may be permitted and the charges for such items will be negotiated at the time of arranging the letting.

APPENDIX TWO.



ST MARY'S CATHOLIC SCHOOL

Benton Park Road,
Newcastle upon Tyne
NE7 7PE

Tel: 0191 2153260 Fax: 0191 2153279

LETTINGS APPLICATION

Facilities Required:

Date(s):

Hours the premises be required:

Approx. numbers attending:

Name of Hirer (BLOCK CAPITALS PLEASE):

Address of Hirer (BLOCK CAPITALS PLEASE):

Email Address of Hirer:

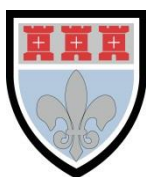
Contact Number of Hirer:

Name of Organisation/Club:

Total Cost per session: £ _____ (inc VAT @ standard rate)

Signed: _____ Name (PRINT): _____ Date: _____

APPENDIX THREE



ST MARY'S CATHOLIC SCHOOL

Benton Park Road, Newcastle upon Tyne. NE7 7PE

TEL: 0191 2153260 FAX: 0191 2153279

LETTINGS AGREEMENT

Name of Organisation/Club:	Nature of Use:
Areas/Facilities Booked	
Date(s) Booked:	
Hours Required:	
Max. numbers attending:	
Name of Hirer (BLOCK CAPITALS PLEASE):	
Address of Hirer (BLOCK CAPITALS PLEASE):	
Email Address of Hirer:	
Contact Number of Hirer:	
Name of Organisation/Club:	
Cost per session:	£ _____ (net)
Number of Sessions (During term)	_____
VAT (as applicable)	£ _____
Total Cost Due	£ _____
Charges to be invoiced monthly or termly* (* Delete as appropriate)	
<p>I confirm that I agree with the above costings and agree that these will be paid in full within 30 days of receipt of the invoice. I confirm I have received a copy of the schools lettings policy & will comply with the terms & conditions contained within.</p>	
Hirer Signature: _____	Name: _____ Date: _____
School Signature: _____	Name: _____ Date: _____