



St. John Fisher
CATHOLIC COMPREHENSIVE SCHOOL

"Deo Reddite Dei"

"Give back to God what belongs to God"

Lettings Policy

2022/23

April 2023

St John Fisher Catholic Comprehensive School

Lettings Policy

Introduction

The Governing Body 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 Governing Body 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 determined with this in mind.

The school's delegated budget (which is provided for the education of its pupils) will not be used to subsidise any lettings by community or commercial organisations (except those specified as part of the school's curriculum). A charge will be levied to meet the additional costs incurred by the school in respect of any lettings of the premises. As a minimum, the actual cost to the school of any use of the premises by an outside organisation must be reimbursed to the School's budget.

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. Costs arising from these uses are, therefore, a legitimate charge against the school's delegated budget.

Charges for a Letting

The Governing Body is responsible for setting charges for the letting of the school premises. A charge will be levied which covers the following:

- Cost of services (heating and lighting);
- Cost of staffing (additional security, caretaking and cleaning) including 'on-costs';
- Cost of administration;
- Cost of wear and tear;
- Cost of use of school equipment, including Wi-Fi (if applicable);
- Profit element (if appropriate).

Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the organisations involved.

If the school is being used for election purposes a Lettings Form will still need to be completed, but no charge will be made as the school will be reimbursed with a token payment to cover the utility charges.

When an organisation, such as the Youth Service requires a Let, charges will only be made to cover the costs: electricity, gas, water and administration.

The specific charge levied will be reviewed annually, during the spring term, by the COO and Finance Staff, for implementation from the beginning of the next academic year. Charges will be provided in advance of any letting being agreed.

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). Where the letting is for a continuous period refer to the VAT manual.

Sporting Facilities Charges – VAT

Sports facility letting charges are normally subject to VAT, but where certain criteria are satisfied, the hire charges can be treated as exempt.

VAT Regulations state that for a series of ten or more lettings to be exempt from VAT the following conditions should be satisfied:

- Each period is in respect of the same activity carried on at the same place;
- The interval between each period is not less than one day and not more than fourteen days;
- The charge is payable by reference to the whole series and is evidenced by written agreement;
- The facilities are let to a school, club, association or an organisation representing affiliated clubs or constituent association.

On the Letting of Sports Facilities for Sports the VAT exemption does not apply to commercial organisations

Management and Administration of Lettings

The COO, School Business Manager along with the estates staff are responsible for the management of lettings in accordance with the Governing Body's policy. The Headteacher, however, is overall responsible for the lettings process. If there are any concerns about whether a particular request for a letting is appropriate or not, the Headteacher will make the final decision.

Opening and closing the school is undertaken by a member of the Estates Team or by prior agreement with an authorised member of staff.

A member of the Estates Staff will be present at the 3G pitch when it is being hired to ensure that the hirers abide by the conditions in the Lettings agreement. The hirers are responsible for ensuring that their players conduct themselves appropriately and refrain from using bad language or excessively loud noise during pitch use. Aggressive or violent behaviour will not be tolerated. This will result in the hirer being asked to leave the pitch or, from a health and safety perspective, the police being called to deal with the situation. Supervision of other lettings in the school is also the responsibility of the user. The user is also responsible for the security of the area of the school that they are using.

Risk Assessments will be completed by the user, which are approved by the school, in relation to the premises or activity or equipment involved. The user must comply with the controls in the risk assessment.

Post lettings checks are made by a member of the estates staff or an authorised member of staff. Any excess wear and tear on the buildings, playing fields or equipment during a letting will be followed up by a member of the COO or Estates Manager so that the issue can be resolved.

The Administrative Process

All lettings charges are paid to the school finance office. Organisations seeking to hire the school premises should make contact with the school office in the first instance. The Governing body has the right to refuse an application, and no letting should be regarded as 'booked' until approval has been given. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.

St John Fisher School will confirm the letting and payment of any hire charges will be paid in advance. Each hirer must agree to the school's terms and conditions.

The hirer should be a named individual and the agreement should be in their name, giving their permanent private address. This avoids any slight risk that the letting might be held by a business tenancy, which would give the hirer security of tenure.

Terms and Conditions for the Hire of School Premises

All terms and conditions set out below must be adhered to. 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.

Status of Hirer

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 school to them or creating any tenancy between the school and the hirer.

Persons may have to undergo, at the discretion of the Governing Body, a criminal record check via the Disclosure & Barring Service (DBS). If a particular letting involves contact with the School’s students, all personnel involved must be checked against List 99 and undergo a DBS check in accordance with DfE guidance. These checks must be made by prior arrangement with the Headteacher and at least half a term’s notice is required to ensure that the checks can be carried out in time.

Any adults working with the School’s students (for example, at an after school sports club) must be appropriately qualified. Sports coaches must follow the LA’s guidelines for working in schools. All adults must be DBS checked and the school will need to have sight of these checks.

Priority of Use

The Headteacher will resolve conflicting requests for the use of the premises with priority at all times being given to school functions.

Attendance

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

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. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct and, where applicable, the Hirer must adhere to the correct adult/student ratios at all times.

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.

Damage, Loss or Injury

The Hirer warrants to the Governing Body that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. The minimum limit for this insurance cover is £5 million. The Hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.

Insurance of a One-off Letting

Individuals should be asked whether they have any contents insurance and, if so, to check whether it will cover their personal liability for the purposes of the let. If covered, they must provide appropriate evidence (confirmation from the insurers that the event is covered and the policy is in force on the relevant date). The minimum acceptable limit of liability should be £2m.

Neither the school, nor the Local Authority, will be responsible for any injury to persons or damage to property arising out of the letting of the premises.

Furniture and Fittings

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.

School Equipment

This can only be used if requested on the initial application form and if its use is approved by the Chief Operations Officer. Responsible adults must supervise the use of any equipment which is issued and ensure its safe return. The Hirer is liable for any damage, loss or theft of school equipment they are using and for the equipment's safe and appropriate use.

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 have a certificate of safety from a qualified electrical engineer. The intention to use any electrical equipment must be notified on the application.

Car Parking Facilities

Subject to availability, these may be used by the Hirer and other adults involved in the letting. Electric car charging points may only be used by prior agreement and paid for with the total letting balance, in advance.

Toilet Facilities

Access to the School's toilet facilities is usually included in the cost of the hire arrangements. Exceptions are lettings of the School's carpark.

First Aid Facilities

There is no legal requirement for the school 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 a first aid kit (particularly in the case of sports lettings). The use of the School's resources is not available.

Food and Drink

No food or drink may be prepared or consumed on the property without the direct permission of the COO in line with current food hygiene regulations. All litter must be placed in the bins provided. No food is allowed in the Sports Hall or on the 3G pitch.

Intoxicating Liquor

No intoxicants shall be brought on to or consumed on the premises unless the necessary licences are purchased. This is not always possible because of the limited numbers of licences the School can apply for each year.

Smoking

The whole of the school premises is a non-smoking area and smoking IS NOT PERMITTED.

Heels and Shoes

No stiletto or any type of thin heel is to be worn. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the premises.

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 School and the Local Authority against all sums of money which they may have to pay by reason of an infringement of copyright or performing rights occurring during the period of hire covered by this agreement.

Sub-letting

The Hirer shall not sub-let the premises to another person.

Charges

Hire charges are reviewed annually and the current charge is set out in the Hire Agreement.

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 Governing Body on an annual basis) 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 those people involved with the letting. Unforeseen disruption to dates of hire may occur from time to time eg roof leaks or urgent use of the premises by the School.

Security

The COO will hire and pay for a person to be responsible for the security of the premises before, during and after the hire and, where necessary, for the cleaning of the premises after its use. This cost will be included in the charge for the letting. If no suitable person can be employed, then the letting will not be allowed to proceed. Only named key holders may operate the security system. Keys should not be passed to any other person without direct permission from the Headteacher or COO.

Right of Access

The Governing Body reserves the right of access to the premises during any letting. The Headteacher or members of the Governing Body may 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 tidy condition and all equipment returned to the correct place of storage. If this condition is not adhered to, an additional amount may be charged to the Hirer.

Vacation of the Premises

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. In the event of an emergency, occupants must leave the school via the school's main car park at the front of the school. The Hirer must have immediate access to participants' emergency contact details in the event of an emergency. Hirers are responsible for familiarising themselves with emergency exits and must ensure that participants are aware of evacuation procedures.

Promotional Literature/Newsletters

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

LIST OF CHARGES**3G Pitch:**

	Sept - August per hr £	
	Whole Pitch	Half pitch
Affiliated	80	45
Casual	90	55
Commercial	110	70

MUGA (Multi Use Games Area):

	Sept - August per hr £	
	Whole Area	Per Court (1/3)
Affiliated	50	20
Casual	75	30
Commercial	90	35

1. **Sports Hall:** £40 per hour + applicable extras*
2. **Main School Hall** £30 per hour + applicable extras*
3. **Drama Studio:** £30 per hour + applicable extras*
4. **Chapel:** £30 per hour + applicable extras*
5. **Main Hall:** £75 without heating or £100 with heating per hour + applicable extras*
6. **Canteen:** £50 per hour + applicable extras*
7. **Classrooms:** £25 per hour + applicable extras*

***Extras:**

Caretaking fee for Saturday: £24 per hour **Caretaking fee for Sunday:** £34 per hour

Cleaning fee: £25 per hour

Damage deposit: 50% of hire costs payable upfront

SCHOOL FACILITIES - CONDITIONS OF HIRE GENERAL CONDITIONS

1. Use of School premises for a letting must be agreed in advance and confirmed in writing by both the hirer and the School. A letting is only confirmed after the School has received a fully completed application form and is satisfied that all conditions of the letting have been met.
2. Failure to comply with these Conditions of Hire may result in hire agreements being cancelled immediately by the School.
3. All bookings must be made via the school booking system. The booking is only confirmed once the hirer receives a message confirming that the booking has been accepted. If a hirer changes their mind, they can cancel at any point up until the booking is accepted. After that, the cancellation policy will apply (see Clause 5).
4. The School may require use of the facilities outside of the Core School Times for open evenings, parents' evenings etc. Written notice will be provided at the start of the academic year (or at the start of the contract period if this varies) to any users affected. It is envisaged that this would be on a maximum of eight occasions per annum. Under these circumstances **only** all fees paid in connection with the cancellation will be returned. The School cannot be held responsible for any additional expenses incurred by the hirer.
5. If the hirer wishes to cancel a specific booking or set of bookings, five clear working days' notice must be given of the cancellation, in which case the school will charge a cancellation fee of 50% of the total fees due. If less than five days' notice is given, the whole of the fees may be charged by the school. When regular weekly/monthly bookings have been made, cancellation by the hirer will result in a negotiated fee according to the opportunities available for re-letting the facility.
6. In Addition to the hire charge, standard rate VAT is payable on all sports facilities lettings, including the 3G Pitch, unless the letting meets the 10 sessions rule and the associated VAT regulations, in which case the lettings will be exempt. A cancellation may break the series and result in VAT being chargeable on all the lettings (full VAT regulations are available on the HMRC website).
7. The scale of charges is reviewed annually. Published charges are exclusive of VAT.
8. Payment for lettings must be made by Visa, MasterCard or BACS at least 14 days prior to the date of the hire. In the event of payment(s) not being received the letting(s) and/or any future bookings may be cancelled. In exceptional circumstances and by prior agreement of the School, regular bookings will be billed monthly in arrears and invoices must be paid within one calendar month by Direct Bank Transfer (BACs).

9. The facilities shall not be used for any purpose other than that for which permission has been granted.
10. It is advisable to have a trained first aider on site for the duration of the letting. Full supervision by a responsible adult must be observed in all circumstances. It is the responsibility of hirers using the facility and supervising children that all appropriate clearances have been obtained from the relevant authority.
11. The number of persons using the premises shall not exceed the number authorised.
12. The hirer must adhere strictly to the agreed times and vacate the premises promptly at the end of their session. The period of hire includes any set up and dismantling time (e.g. rigging and / or setting up goals). All hirers must remain outside the facility / playing area until it is vacated by the previous session's hirer (if any).
13. Representatives of the School shall, at all times, have free access to the facilities for the purpose of inspection.
14. The Hirer should show consideration to other hirers, School staff and students on site, and be cooperative when using shared spaces e.g. school field, car parks, etc.
15. It is the hirer'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 times during the period of the letting. On completion of the letting session a check must be carried out to ensure that all fire doors, other doors and windows have been shut and secured, and all visitors have left the premises. The hirer shall also be responsible for the behaviour and conduct of all people (members of a club, general public, employees, etc.) who come onto School premises for their letting. The School takes its responsibilities to neighbours very seriously and requires all hirers of the premises to do the same. St John Fisher Catholic Comprehensive School particularly emphasises the importance of maintaining appropriate noise levels and avoiding parking where this will inconvenience local residents.
16. A risk assessment must be completed by the hirer. The school can provide a template upon request but we will need to have this in place before hiring commences. The School COO will consider the risks and proposed controls and be satisfied that the activity does not present an unacceptable level of risk.
17. Damage or loss of any kind sustained by the premises / 3G Pitch, fixtures and fittings, furniture and other chattels therein arising out of or in connection with the hire shall be made good at the expense of the hirer within one month to the satisfaction of the school. Hirers are required to make arrangements for suitable insurance cover (currently a minimum of £5 million for each and every claim for public liability) with a reputable company in respect of claims which might be made against them by a third party for accidental injury including death or accidental loss, or damage to property arising out of, or in consequence of, the letting and to cover the school, and must produce proof of the policy before the letting is contracted. This applies irrespective of whether the Hirer is a

non-commercial or commercial undertaking. Proof of cover must be provided before the letting is agreed.

18. No highly inflammable substances/materials or dangerous equipment shall be used on the premises.
19. Smoking is not permitted within any part of the School premises. Chewing gum is prohibited on the school site including the 3G Pitch and MUGA. Please ensure the players know this. No animals other than guide dogs are allowed on School property.
20. Hirers must not eat in the Sports Hall, on the 3G Pitch or in any enclosed room in the School. In addition, no nuts of any kind should be consumed anywhere on the School site.
21. The wearing of footwear likely to damage floors/playing surfaces is forbidden. Persons found wearing such footwear may not be permitted to enter the premises. For the 3G Pitch, the following rules MUST be observed: -

FOOTWEAR

Do NOT wear boots with metal studs or metal blades. These will damage the surface. The **Best** footwear is rubber or plastic moulded studded boots.

Dimple soled 'astro turf' trainers are acceptable.

Flat soled trainers are not recommended. They will compress the pile and increase the risk of injury to you.

ALL FOOTWEAR MUST BE CLEAN WITH NO MUD.

23. The Hirer shall be responsible for leaving any facility hired by them in a clean and tidy state ready for use by the school or other hirers. Should the facility not be left in a suitable state, the school reserves the right to bring in necessary cleaning staff and charge their costs to the hirer.
24. Furniture and equipment is to be left as found unless other arrangements have been agreed with the school's authorised representative or caretaker.
25. The hirer should be aware of the appropriate action to be taken in the event of fire or other emergency. They should know where extinguishers are located and how to use them, how to obtain assistance from the emergency services and the location of fire exits
26. Vehicles are not permitted on the playing fields except in an emergency and no parking which restricts the caretakers' or emergency services' access is allowed. Consideration of separating vehicles and pedestrians on site should be considered where the activity poses additional risk. Control of parking is the responsibility of the hirer. No responsibility can be taken by the school for any damage sustained to vehicles whilst on the school premises: any damage or theft to cars is entirely at owners' risk. No unauthorised parking of vehicles will be permitted on school premises. Use of the electric car charging points is only permitted by prior arrangement and payment.

27. Music cannot be played on the 3G Pitch or on any outside space. In other areas, playing music should be refrained from. However, if it is required, the volume level must not be at a level that makes normal conversation difficult. It is the responsibility of the hirer to obtain the correct license to play copyright music.
28. No landlord and tenant relationship shall be created. The sub-letting of any School facilities is prohibited and only people associated with the letting are allowed on site.
29. The Health and Safety at Work, etc. Act, 1974 (as amended) imposes duties not only on employers in respect of their employees but also on persons having control over places of work or places where plant or substances are used and on anyone who by virtue of a contract has an obligation in relation to such a place. The duties are to ensure as far is reasonably practicable, that the facilities and means of access are safe and without risk to health. (A copy of the School's Health & Safety Policy is available on the School's Website and hirers must comply with this).

ADDITIONAL PROVISIONS RELATING TO THE HIRE OF SCHOOL BUILDINGS INCLUDING CLASSROOMS AND HALLS

30. Catering of events may be possible at an extra charge. Prior approval is required from the Headteacher in consultation with the school's catering company. Please contact the COO directly if you are interested in this service.
31. Please note that the charge payable by the hirer includes an amount to cover payment for standard caretaking duties. The hirer is expected to adhere to the agreed times or, subject to a member of the site staff being available, be prepared to pay additional overtime. If additional work (such as moving furniture to or from a specific room/ area or a specific layout) is required, whether foreseen or not at the time of booking, the hirer will be required to meet the extra costs, which will incur VAT on the whole charge. It cannot be assumed that staff will be available unless prior agreement has been made.
32. Intoxicating liquor shall not be sold or supplied on school premises without the express consent of the School in writing. If agreed, the hirer will be responsible for obtaining a Temporary Events Licence (applications to the borough council and the local police). Alcoholic drinks may not be brought on to the premises while the school is in session and children are present, and all empty containers, crates etc. must be removed from the premises before school resumes after the hiring has taken place.
33. 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 School in the first instance and then the appropriate authority as St John Fisher School does not hold a Public Performance Licence. If all permissions are obtained, the hirer must ensure that all necessary measures are taken to fulfil the conditions of the licence. Temporary Events Notices are required not only for the sale/supply of alcohol, but also for regulated entertainment (e.g. live and recorded music and performance of dance) and late night refreshments.

34. On days when school is in session, no article (such as equipment, pianos, tables, flowers, etc.) may be delivered at the school before 4.00 p.m. on the day of use, unless arrangements are made with the Headteacher or Chief Operating Officer for their earlier delivery.
35. School stage lighting, audio and visual equipment may be used only with written permission from the Headteacher.
36. No guarantee is given in respect of the number of chairs/tables available at the school. The hirer may only use school furniture or school equipment which is located in the area hired - i.e. equipment/ furniture is not to be moved from other parts of the school without permission in writing.
37. The School reserves the right to cancel any booking at short notice if Public Health England instructs the school to have a full or partial closure.