

ST EDMUND'S R.C. PRIMARY SCHOOL



LETTINGS STATEMENT

Our Mission Statement

We come to a Roman Catholic School and so believe that Jesus was born, died and rose again for everyone. We aim to help, encourage and show God's way to our families, making sure that our Catholic traditions and faith are kept alive. Each year at school, we learn a little bit more about our faith so that we can all grow to love God and each other more.

At St. Edmund's, we seek at all times to be a witness to Jesus Christ. We remember this when putting our policies into practice.

At the Full Governing Body meeting held in school on 24th November 2015, the Governors of St Edmund's R.C. Primary School discussed the attached guidance from the Salford Diocese regarding 'Occupation of School Premises' and model Lettings Policy from the L.A.

The governing body shall not, without obtaining the prior approval, in writing, of the Trustees (of the Salford Diocese):

- let or give up or transfer possession or control of the school premises or any part of the school premises;
- use the school premises for any purpose other than conducting a Catholic school.

Governors made the decision not to adopt the Lettings Policy at this stage as there are no lettings in school at the present time.

Governors acknowledged the need for a Lettings Policy should the situation change.

Occupation of School Premises

Guidance

Introduction

For some time, many schools and colleges in the trusteeship of the Diocese have been asking us to clarify the basis upon which they occupy Diocesan land. In practice, there have been few practical problems, especially due to the way that major grant aided projects have traditionally been handled through the Diocese. A number of recent government initiatives, such as Building Schools for the Future, the Primary Capital Programme and Extended Schools will, however, impact on the occupation of land and the traditional ways in which capital funding is handled. The time therefore seems right for the Trustees to clarify the position.

The primary responsibility of the governing body of a Catholic school is to occupy and conduct the school on behalf of its trustees and under the supervision of the Diocesan bishop. Traditionally that encompasses the threefold responsibilities of the governing body as occupier of the premises, proprietor of the undertaking and employer of the staff. This document sets out in more detail the parameters of the first of those three responsibilities.

Ownership

Ownership of the school premises remains vested in the Diocese and is occupied by the governing body for the purpose of conducting a Catholic school on behalf of the Diocese in accordance with Canon Law and the trust deed of the Diocese.

Delegation of Authority

Control of the occupation and use of the school premises is given by the Trustees to the governing body of the school subject to any direction given by the Trustees or the Bishop as to the use of the premises of the school outside normal school hours.

The governing body shall not, without obtaining the prior approval, in writing, of the Trustees:

- make any major structural changes or additions to any buildings to the school premises; (This would, for example, include things such as biomass boilers; p.v. solar panels on rooftops, aerials or mobile 'phone masts; or cables for Internet, telephone or utility connections.)
- let or give up or transfer possession or control of the school premises or any part of the school premises;
- use the school premises for any purpose other than conducting a Catholic school.

The governing body is to notify the trustees, in writing, if at any time the school no longer requires any part of the premises for the purposes of conducting a maintained school and, unless the trustees determine otherwise, that part of the premises shall no longer form part of the school premises and shall no longer be occupied by the governing body but by the trustees directly.

During its occupation, the governing body shall ensure that:

- the school premises are kept in good repair and condition;
- it engages a suitably qualified building professional to be responsible for advising the governing body in relation to their responsibilities for school premises.
- Adequate insurance cover is maintained on the school premises which can either be:
 - insurance through the CCIA insurance scheme arranged by the Diocese, or
 - an insurance policy adequate to provide for full re-building costs of the buildings should they be totally destroyed.

A properly authorised officer of the Bishop or of the Trustees shall have a right of access to the school premises at any time.

Glossary

“Bishop” means the Bishop of Salford.

“School Premises” means the premises in the ownership of the Diocese and in the occupation of a governing body for the purpose of conducting a Catholic school or as otherwise as determined by the Trustees.

MODEL 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 considered with this in mind.

A charge should be levied to meet the additional costs incurred by the school in respect of any lettings of the premises to ensure that the school budget share does not subsidise the cost of a letting.

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.

Administrative Process

Organisations seeking to hire the school premises should approach the Headteacher (or other designated member of staff), who will identify their requirements and clarify the facilities available. A **School Letting Request Form** (a suggested pro forma is attached to this document) should be completed at this stage. The Governing Body has the right to refuse an application, and no letting should be regarded as “booked” until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.

Once a letting has been approved, a letter of confirmation will be sent to the hirer, setting out full details of the letting and enclosing a copy of the terms and conditions and the **Hire Agreement**. 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 Governing Body’s current scale of charges. ***(Schools may wish to seek payment in advance in order to reduce any possible bad debts.)***

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 to be a business tenancy, which would give the hirer security of tenure.

TERMS AND CONDITIONS FOR THE HIRE OF THE 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 the 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 of 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 Criminal Records Bureau (CRB). If a particular letting involves contact with the school’s pupils, all personnel involved must undergo a CRB check, in accordance with Manchester City Council policy. These checks must be made by prior arrangement with the Headteacher, with at least half a term's notice in advance to ensure that the checks can be carried out in time.

Any adults working with the school’s pupils (for example, at an after school sports club) must be appropriately qualified.

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.

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

EITHER: The Governing Body has arranged appropriate public liability insurance to cover all 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. A pro-rata cost of the insurance premium has been included in the hire charge.

OR: 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 expected limit for this insurance cover is £10 million, although in certain circumstances for particular activities lower limits may be considered, subject to satisfactory risk assessments. The Hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.

(Delete whichever of the alternatives does not apply- this will be dependent on whether the School has arranged appropriate public liability insurance).

Neither the school, nor the Local Education 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

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 electrical equipment. Equipment must either have a certificate of safety from a qualified electrical engineer or be inspected by the LA. The intention to use any electrical equipment must be notified on the application.

Car Parking Facilities

Subject to availability, the Hirer, and other adults involved in the letting, may use these.

Toilet Facilities

Access to the school's toilet facilities is included as part of the hire arrangements.

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 the provision of a first aid kit, particularly in the case of sports lettings. Use of the schools resources is not available.

Fire Regulations

The person responsible for the security of the premises before, during and after the hire will explain the fire procedures to the hirer. The advice will specifically relate to emergency evacuation procedures, fire alarm points and fire fighting equipment, assembly points and roll call of personnel, location of telephone and how to summon the Fire Brigade and emergency services. A written copy of schools fire evacuation procedures will be issued to hirers.

Food and Drink

No food or drink may be prepared or consumed on the property without the direct permission of the Governing Body, in line with current food hygiene regulations. All litter must be placed in the bins provided.

Intoxicating Liquor

No intoxicants shall be brought on to or consumed on the premises.

Smoking

The whole of the school premises is a non-smoking area, and smoking is not permitted.

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 Local Education Authority and or the Governing Body against all sums of money which they may have to pay by reason of an infringement of copyright or performing right 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 (excluding VAT) is set out in the **Lettings Request Form**

Addition of Value Added Tax

The VAT treatment of general and sports lettings is discussed in Section 8 of these Regulations – in some circumstances, the Let will be a standard rated supply, and in others it will be an exempt supply. For details of the VAT status of various letting scenarios, refer to Section 8. Because of wider VAT considerations within the Authority, Governing Bodies should minimise the number of lettings that are definable under the rules as 'exempt' supplies.

If the supply is standard rated, VAT at the current rate (17.5%) should be added to the published hire charge.

Licences

The Hirer is responsible for obtaining all necessary licences, consents and/or permissions that may be required from any source in connection with this letting and the activity stated in the Lettings Request Form.

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 interested parties in writing (where appropriate) of any changes in dates or venues at least a week in advance.

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 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 or will be 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.

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 reasonably tidy condition, all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional cost may be charged.

Vacation of 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 a responsible adult collects them.

Promotional Literature/Newsletters

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

Conditions of Use

(To be printed on reverse of School Lettings Request Form)

1. Application for a letting does not necessarily guarantee acceptance. All applications will be confirmed, or otherwise, by the Headteacher (or other Designated person).
2. Organisations will be required to pay the letting charge if the premises are opened for the letting even if the letting does not take place. The Hirers must give a minimum of x days notice of any cancellation. Any changes to the letting are at the sole discretion of the School and a formal written request must be made x days before the Letting.
3. The School reserves the right to cancel or amend this letting in the event of the premises subsequently being required for school activities. In this event as much notice as possible will be given but the school will not be under any obligation to offer alternative accommodation.
4. The letting must be correctly supervised by the Hirers who will undertake to pay for any damage caused by their use of the premises and are responsible for their own third party liability cover. The Hirer will also indemnify the Governing Body and the LEA against any claims prosecutions actions costs and demands arising from the letting.
5. Multiple Lettings: All accounts are payable within **xx--** days from the date of the account. The school reserves the right to refuse the hirer subsequent admission to the premises if any account remains unpaid after this period.
6. Single Lettings: Payment for single lettings must be made to the school before the commencement of the letting.
7. If a letting over-runs the time booked, an additional charge will be made.
8. The school reserves the right to amend the charges giving **xxx** days notice.
9. The hirer must make him/herself fully conversant with the fire drill for the premises and the position of appliances and emergency exits. He/she must also keep a register of members for Health and Safety reasons. In the event of an evacuation of the building the hirer is responsible for informing the **-xxxxxxx** that all group members have been evacuated safely.
10. Once completed the School Letting Request Form should be returned to **xxxxxxx** at **xxxxxxx**

Failure to comply with the Conditions of Use may result in a letting being cancelled and may jeopardise any future application.

SCHOOL LETTING REQUEST FORM

TERM 200-/200-

NAME OF GROUP OR ORGANISATION:

NAME OF APPLICANT: _____

ADDRESS:

_____ POST CODE _____

TELEPHONE:

HOME _____ MOBILE _____

WORK _____ EMAIL _____

ROOMS REQUIRED:

NATURE OR ACTIVITY:

DATES OF SINGLE LETTINGS:

TIMES:

DATES OF MULTIPLE LETTINGS: (SPECIFY EXACT DATES)

DAY: _____ TIMES: _____ HOURLY RATE: _____

I confirm that the information given in this form is correct and I agree to accept the conditions outlined overleaf.

Signature of Applicant:

_____ Date: _____

Letting Approved:

_____ Date: _____