

Our Lady of Peace Catholic Primary and Nursery School

'With Christ in our hearts, together we grow'.



Lettings/Community Use of Premises Policy

By order of the Governing Body of Our Lady of Peace Catholic Primary and Nursery School

This Policy was implemented April 2016

Statutory Policy - Date implemented: April 2016
Ratified at FGB Meeting

To be reviewed: Spring Term 2017

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This policy has been adopted from CEFM in accordance with their guidance (appendix 5)
The school has a commitment to safeguarding and promoting the welfare of children.

LETTINGS POLICY

Introduction

The governing body of Our Lady of Peace Catholic Primary & Nursery School regards the school buildings and grounds as a community asset and will make every effort to enable them to be available for offering extended services including community use. The governing body welcomes the opportunity to work with partner organisations in extending the range of opportunities to help children and young people achieve their full potential by engaging with services meeting the wider needs of children, young people, families and the local community. Links with the community help the school to raise pupils' motivation, expectations and achievement, which lead to higher standards and improved behaviour. Support from parents and local community organisations can be a crucial factor in improving pupils' attainment and combating social exclusion.

Our Lady of Peace Catholic Primary & Nursery School considers itself to be the place that can provide the local community with sports and other facilities. Using the school as a centre for adult learning, childcare facilities and for meetings helps regenerate and strengthen our community. Our Lady of Peace Catholic Primary & Nursery School will support community learning and improving health schemes.

Increased use of school premises leads to improved security for the school site and reductions in vandalism and graffiti in the surrounding area. Links with the community reinforce the fact that all education relates to the wider community and the world of work and professional practice.

Objectives and targets

The governing body acknowledges that extended services, including community services, support and complement the main teaching and learning activity within the school and contribute towards raising standards. However, the school is constrained, by its nature of being a school, in responding to certain lettings requests. Letting requests which will normally be acceptable include:

Out-of-school child care such as:

- Homework clubs and study support.
- Sport (at least two hours per week beyond the school day for those who want it).
- Music tuition.
- Dance and drama.

- Arts and crafts.
- Special interest clubs and first aid courses.
- Learning a foreign language.
- Volunteering.
- Business and enterprise activities.
- Before and after school clubs.

Referral to a range of specialist support services such as:

- Speech therapy.
- Child and adolescent mental health services.
- Family support services.
- Intensive behaviour support.
- Sexual health services (for young people).

Adult education such as:

- Information sessions for parents at key transition points.
- Parenting programmes run with the support of other children's services.
- Family-learning sessions to allow children to learn with their parents.

Youth groups (scouts, air cadet corps, etc).

- Church groups for services.
- Wedding receptions.
- Sports clubs (tennis, badminton, squash, swimming, etc).
- Outside conferences, courses and training events.

A charge (appendix 3) 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 must be reimbursed to the school's budget where those activities are not directly aimed at raising pupil attainment and achievement.

Chargeable costs include:

- Services (heating and lighting).
- Staffing (additional security, caretaking and cleaning) – including ‘on-costs’.
- Administration.
- Wear and tear.
- Insurance.
- Use of school equipment (if applicable).
- Profit element (if appropriate).
- VAT where appropriate.

Action plan

The school places each letting on a formal basis by ensuring that:

- The ‘Application for hire of school premises’ form (Appendix 1) and the ‘Agreement for indemnity’ (Appendix 2) are completed.
- All hiring of school equipment and facilities is recorded on the letting planner kept by the school caretaker and in a lettings diary by the finance office.
- The lettings diary and the letting planner are reviewed by the headteacher on a monthly basis to ensure that all lettings have been invoiced and to ensure that all overtime claims are authorised and reflect overtime worked.
- The finance office generates sales invoices from the computer.
- All monies are received at the end of each term.
- One member of the finance office collects the cash and banks all receipts intact.
- The hirer is fully conversant with the terms and conditions of hire.
- Public liability insurance is in place where necessary.
- Public entertainment and other licences are in place where necessary.
- Health and safety risks which may be involved in the activities of the hirer are notified to the school and a written statement given to the school as to how any risks will be controlled.

- The hirer is fully conversant with the conditions under which stage lighting and equipment may be used.
- The hirer's use of the school playing fields will not prejudice their use for normal purposes and no vehicles will be taken onto the playing fields.
- Any organisation submitting a lettings request involving working with children and/or young people must submit to the school a signed copy of their current Child protection policy.
- There will be no discriminatory procedures in letting out the school premises.
- Hirers will be made fully aware of the no smoking policy of the school.
- Hirers will be made fully aware of who they must contact and where to seek assistance in an emergency.
- Hirers will be made aware of the school's complaints procedure.

A checklist (Appendix 4) to support this process is attached

Monitoring and evaluation

The policy will be monitored regularly by feedback from those to whom lettings are offered (or declined) and the 'Application for hire of school premises' form will be evaluated and modified periodically as necessary. Charges will be reviewed annually in the spring term.

Reviewing

This policy will be reviewed every year.

OUR LADY OF PEACE CATHOLIC PRIMARY & NURSERY SCHOOL

APPLICATION FOR HIRE OF SCHOOL PREMISES

Applicant's name	
Applicant's address	
Contact telephone number:	
Organisation name	

Details of your public liability insurance (if applicable)

Renewal date	
Policy no	

Date facility required			
Purpose			
Start time		Finish time	
Time accessing the site		Time leaving site	

I declare that to the best of my knowledge the above information is correct.	
Signature of applicant	
Date	
School/ organisation	

AGREEMENT FOR INDEMNITY

This agreement for indemnity is made on

Date: between

(hereinafter called the 'Hirer') of the one part and the governors of Our Lady of Peace Catholic Primary & Nursery School (hereinafter called the 'School') of the other part.

WHEREAS

At the request of the Hirer, the School has agreed to hire to the Hirer part of the School premises for an activity organised or conducted by the Hirer or the Hirer's representative(s).

The Hirer has agreed to indemnify the School as hereinafter appearing.

NOW IT IS HEREBY AGREED by the Hirer

That he/she and his/her representative(s) will keep the School fully and effectually indemnified from and against any loss which the School may suffer by the claim of any third party entering the School premises for whatever purpose connected with the activity organised or conducted by the Hirer, and howsoever such claims arise.

That if and insofar as claims are made against the School, the Hirer will meet the cost of all such claims by the provision of adequate insurance, proof of which will be furnished to the School before obtaining access to the premises.

School			
Telephone:		Email:	

CONDITIONS OF HIRE

1. A child protection policy will be submitted to the School where a letting involves working with children or young people.
2. Acceptance of the letting is conditional upon the agreement to accept all letting conditions and to take all responsible steps not to infringe the law.
3. The scale of fees for lettings shall be determined by the governors of the school, taking into account the cost of providing the letting, including energy costs, the cost of equipment being used, and the purpose for which the premises has been let. The charge for accommodation includes the use of furniture only within the room. In the event of the hirer requiring additional furniture, a separate charge will be made according to circumstance. Free use and charges below economic cost are not permitted.

4. All fees are to be paid in advance. Cheques should be made payable to Our Lady of Peace Catholic Primary & Nursery School. The governors of the school reserve the right to cancel any booking.
5. In the event of loss or damage occurring as a result of negligence or carelessness on the part of the organiser of the letting or the group on whose behalf the letting has been made, or where the school has good grounds for presuming that the damage occurred at this time and was not reported, the school reserves the right to make a charge to cover the costs of repairing the damage or making good the loss from the organiser or group.
6. The wearing of footwear likely to cause damage to floors is forbidden. Persons found wearing such footwear will not be permitted to enter the premises.
7. That the Hirer is responsible for all damage to School buildings and/or any property thereon or attached thereto occurring during the period of hiring or while persons are entering or leaving such property, where such persons causing the damage are present with the approval of the Hirer or a person or persons linked to the Hirer's organisation.
8. That at the expiration of the hiring, the Hirer shall leave the building in a clean and orderly state. All the property of the Hirer and the Hirer's agents must be removed at the end of the hiring unless special arrangements are made. The School can accept no responsibility for any property left by the Hirer's or their representatives on the premises.
9. The Hirer has read the Conditions of Hiring annexed hereto and hereby indemnifies the School against any breach of the same during the period of hire.

Signed by the Hirer	
In the presence of:	
Address of witness:	
Date:	

Signed on behalf of the school:	
Date:	

The governors of the school shall not be responsible for the loss or damage to any property whatsoever or death or injury to any person whatsoever. Hirers may wish to provide their own insurance against their liability towards the public and their own employees in this respect. Representatives of the school governors shall at all times have free access to the premises for the purpose of inspection.

Public entertainment

The entire area of the school is a designated a non-smoking site. The school has no alcohol licence. Intoxicating liquor shall not be sold or supplied on the premises without the express consent of the governors and the obtaining by the Hirer of an occasional licence. Licences are generally required for:

- Performing plays.
- Public dancing, music or other public entertainment of a like kind under the Local Government (Miscellaneous Provisions) Act 1982.
- Games of bingo.

Hirers must ascertain from the local council whether or not a licence is required for these uses, or for any other use to which the premises are to be put, and if so, to obtain and ensure full compliance with the necessary licence. (Enquiries should be made of the local council regarding car boot sales on the school premises – there are also VAT implications on car boot sales.)

Where premises are not licensed under the Cinematography Acts no inflammable films or materials of an inflammable nature shall be used.

Hirers of educational establishments are required to furnish details direct to the Performing Right Society, on forms which will be provided by the Society, with such particulars of the musical works publicly performed at the entertainment, as are reasonably required, to enable the royalties paid to be distributed to the parties interested in those works. Any concerns about licensing by hirers may be addressed to the Performing Rights Society telephone 0800 068 080. When commercial sound recordings (gramophone records, tape, CD recordings, MP3) are publicly used an application for a licence to use such recordings must be submitted to Phonographic Performance Ltd, 1, Upper James Street, London, W1F9DE (info@pppluk.com) telephone 0207 534 1000. Application forms may be obtained on request.

On days when school is in session, articles such as pianos, table, flowers, etc may not be delivered at the school before 4.30pm on the day of use, unless arrangements for earlier delivery are made with the site manager. Within a reasonable time after the hire, the Hirer shall proceed to remove all chairs or other furniture, decorations and other materials introduced onto the premises.

Special preparations, such as those required for the purpose of dancing, must not be applied to the floors without specific approval from the site manager.

Stage lighting and equipment

The switchboard and equipment may be operated only by competent persons approved by the school. The school technician is normally available, by arrangement with the site manager. An additional charge is made for this service.

The Hirer must, by arrangement with the site manager, visit the establishment on the first day of hiring in order that a 'hand over' may be made to ensure that the equipment to be used is in satisfactory working order. A similar 'hand over' is to take place at the end of the letting.

School playing fields

The Hirer must ensure that the use of the playing field will not prejudice its use for normal purposes. Full supervision by a responsible adult must be undertaken while the field is being used. Motor vehicles must not be taken onto the school playing field.

Health and safety

There is joint responsibility on the school and the hirer to ensure that health and safety requirements are understood and provision made to ensure that such requirements are maintained.

The hirer must notify the school of any risks that may be involved in their activity and provide a written statement as to how those risks will be controlled.

APPENDIX 3

SCALE OF CHARGES

Time	Educational	Commercial
During school hours (7.30 am – 6.00 pm)	£12.50/hour	N/A
Outside of school hours (6 pm – 11 pm)	£20/hour	£40/hour

1. All charges include the cost of:
 - Heating & lighting
 - Use of tables & chairs
2. 'Outside of schools hours' includes the cost of caretaking
3. There will be an additional charge of £15.00 for the use of the Interactive Whiteboard & projector.
4. For commercial use of the hall, during a weekend or a school holiday, there will be a single charge of £200 per day.

Lettings Checklist

Process Checklist:

- ☐ Send enquiry pack with schedule of charges, terms and conditions and booking form etc
- ☐ Completed booking form received by school
- ☐ Assess suitability of activity
- ☐ Check availability of premises/ equipment/caretaker or security staff
- ☐ If the completed application is from an organisation which will be working with children/young people, the school has followed the relevant safeguarding procedures.
- ☐ Calculate cost of hire
- ☐ Book letting into the diary with hirers name and contact number
- ☐ Where the booking has been accepted, a letter provisionally confirming the hire will be sent to the applicant along with an invoice to cover the booking fee and deposit
- ☐ Check booking in diary, arrangements with caretaking staff and others where appropriate

Health and Safety Checklist:

The School has informed the Hirer of the following:

- ☐ Limits on accommodation and equipment (e.g. out of bounds area)
- ☐ Emergency evacuation procedures and fire arrangements including location of fire extinguishers, call points and emergency exits
- ☐ Location of first aid box (if hirer not providing their own)
- ☐ Location of toilets
- ☐ Any smoking restrictions
- ☐ Who to inform of any accidents/ incidents/damage or hazards
- ☐ In the case of "repeat" bookings the Hirer will be informed of any changes

After the Booking:

- ☐ Site staff checked the premises for any damage
- ☐ Payment received (check school finance system)

APPENDIX 5

LETTINGS POLICY

Reviewed and updated: March 2013

Next review: March 2014

Status: non-statutory

Suitable for: all types of schools

This policy should be read in conjunction with the following CEFM documents: Health and safety policy, Energy and environmental policy, Extended schools policy, Equal opportunities policy and Site security policy, and with reference to CEFM Governance guidance document: School premises and health and safety.

Background

The government is keen to promote the community use of schools. Making schools accessible to the local community helps to raise pupils' motivation, improves security for the school site, reduces vandalism, and improves links with the community. Successive government Education Acts have specifically required governing bodies to have regard to the desirability of school premises being made available for community use.

Many schools make additional income from letting, but care needs to be taken that the expenses for the site manager, heating and lighting do not exceed the letting fee because governors may not use their delegated budget to subsidise non-school activities. They may, however, use profits from lettings to subsidise other users. Damage is another factor to consider as is insurance. Schools must ensure that their insurance cover is at a level to cope with accidents etc arising from out-of-hours use.

The law is clear about the opening up of school premises to non-school use or using them for out-of-school-hours study support. The governing body of every community, community special, foundation, foundation special, voluntary and trust school and academy has control of the occupation and use of school premises both during and outside school hours. The exceptions are where legally binding commitments have been or are made through:

- A PFI agreement.
- A trust deed.
- A transfer of control agreement (dual use scheme eg where a school totally devolves the management of a sports hall to another body with a view to allowing community use when not needed by the school).

- A local authority (LA) direction.

Governors are expected to be sympathetic to the needs of the local community when deciding about out-of-hours use but all community, voluntary controlled and community special schools do have to follow any general rules set by the LA. In the case of community schools, technically all profits from community use belong to the LA, but most LAs allow schools to keep the income that they generate.

LAs can direct the governing bodies of community, community special and voluntary controlled schools as to how school premises should be used in the first instance.

These will be:

- Regular bookings for the youth service or adult education – schools must give priority to these.
- Security and caretaking – schools must abide by LA regulations.
- What costs must be covered by the charges – lettings must not affect the main budget.
- The use of a central booking system – each LA will have its own scheme to which the school must adhere.
- Making sure that the pupils' use of the facilities is not adversely affected by community use – pupils are not prevented from using facilities because of a letting, and those facilities are not damaged, for example, grass worn down, computers misused etc.

For voluntary aided schools, the LA can direct how the premises are used on three weekdays per week. This again will be for use in the education and welfare of local young people or adult education. When such a letting is directed, the governing body may not charge unless allowed to do so by the LA.

When there are about to be general or local elections, *all* schools are required to allow use of their premises for meetings by candidates, so long as the rooms are not being used for educational purposes or are not under a lettings agreement. On the actual election day, the returning officer may use school rooms at any time. No rent can be charged but any costs incurred to the school must be reimbursed. There is no compulsion for the school to close – it is up to the school to decide whether it can function or partly function with rooms being used for voting and parking requirements for the voters.