

# St Aidan's Catholic Primary School

"Living and growing in Christ"

## Lettings Policy



|                          |                       |
|--------------------------|-----------------------|
| <b>Drafted by:</b>       | Executive Headteacher |
| <b>Approved by:</b>      | Finance               |
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## 1. Aims and scope

- 1.1. Make sure the school's premises and facilities can be used, where appropriate, to support community or commercial organisations.
- 1.2. Allow the hiring of the premises without using the school's delegated budget to subsidise this.
- 1.3. Charge for the use of the premises to cover the costs of hire and, where appropriate, raise additional funds for the school.
- 1.4. Not let any hiring out of the premises interfere with the school's primary purpose of providing education to its pupils.
- 1.5. Hire out facilities in a way that is safe, following government guidelines and the school's risk assessment(s).

## 2. Areas available to hire

### 2.1. Available areas

The school will permit the hire of the following areas:

- Main hall
- Classrooms
- Meeting rooms
- Playgrounds
- Multi-surface games area
- Playing field.

### 2.2. Capacity and charging rates

The maximum capacity and rates for hiring each area are as follows:

| Space                    | Capacity   | Prices from   |
|--------------------------|------------|---------------|
| Main hall                | 120 people | £100 per hour |
| Classrooms               | 30 people  | £40 per hour  |
| Meeting rooms            | 12 people  | £30 per hour  |
| Playgrounds              | 60 people  | £100 per hour |
| Multi-surface games area | 12 people  | £50 per hour  |
| Playing field            | 60 people  | £100 per hour |

### 3. Charging rates and principles

#### 3.1. Rates

The rates for hiring out different areas are listed in the table in the section above. We may decide that certain organisations or activities can use the premises for a reduced rate, if it supports the core aims of the school. We may decide to impose an additional cleaning fee on top of the hiring rates.

#### 3.2. Cancellations

We reserve the right to cancel any agreed hiring with a minimum of five days' notice.

A full refund will be issued if we do cancel a hire. The school shall not be liable for any indirect or consequential losses, including (without limitation) any loss of profits, loss of business or the loss of any revenue arising out of the cancellation of any hire.

The hirer of the premises can cancel any hire with a minimum of five days' notice. If less notice than this is given, the licensee shall not be entitled to a refund.

#### 3.3. Review

The revenue raised from hiring out will be reviewed by the school Finance Officer and will be fed into the school's financial reporting, to ensure best value is being achieved.

### 4. Application process

- 4.1. Those wishing to hire the premises should fill out the hire request form, which you can find in Appendix 1 of this policy, and read the terms and conditions of hire set out in section 5.
- 4.2. The hirer should fill out and sign the hire request form and submit it to the school office. Approval of the request will be determined by the Head of School.
- 4.3. If the request is approved, we will contact the hirer with details of how to submit payment and make arrangements for the date and time in question. We will also send on details of the emergency evacuation procedures and other relevant health and safety documents. The hirer will also need to provide proof of its public liability insurance.
- 4.4. We reserve the right to decline any applications at our absolute discretion, in particular where the organisation does not uphold the values of the school or reputational damage may occur.

## 5. Terms and conditions of hire

- 5.1. The following terms and conditions must be adhered to in the hiring of the school premises. Any breach of these terms will result in cancellation of future hires without refund.
- 5.2. "Hirer" means the person or entity identified in the relevant hire request form.
- 5.3. The hirer shall pay the full amount as stipulated by the school, and shall not be entitled to set off any amount owing to the school against any liability, whether past or future, of the school to the licensee.
- 5.4. The hirer shall occupy the part(s) of the premises agreed upon as a non-exclusive licensee and no relationship of landlord and tenant is created between the hirer and the school by this licence.
- 5.5. The hirer shall not sub-licence any of the premises under the licence.
- 5.6. The hirer shall not use the premises for any purpose other than that agreed upon in the licence, as set out in the hire request form.
- 5.7. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the licence.
- 5.8. The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.
- 5.9. The hirer shall be responsible for all matters relating to health and safety and shall be responsible for those in attendance during the specified time.
- 5.10. The hirer must take out its own public liability insurance with a reputable insurer approved by the school and, where requested by the school, shall provide a copy of the relevant insurance certificate no less than ten days before the start date of the licence.
- 5.11. The hirer shall not conduct, nor permit or suffer any other person to conduct, any illegal or immoral act on the premises, nor any act that may invalidate any insurance policy taken out by the school in relation to the premises.
- 5.12. The hirer shall indemnify and keep indemnified the school from and against:
  - 5.12.1. Any damage to the premises or school equipment;
  - 5.12.2. Any claim by any third party against the school; and
  - 5.12.3. All losses, claims, demands, fines, expenses, costs (including legal costs) and liabilities, arising directly or indirectly out of any breach by the hirer of the licence or any act or omission of the hirer or any person allowed by the hirer to enter the premises
- 5.13. Save that nothing in the licence shall exclude or limit either party's liability for personal injury or death arising from the negligence of either party or any other liability that cannot be excluded by law, the school shall not be responsible for any losses of a direct or indirect nature, and its maximum

liability to the hirer shall not exceed the total fees paid or to be paid to the school by the hirer under the licence.

- 5.14. Any cancellations by the school made with at least five days' notice will be refunded.
- 5.15. Any cancellations by the hirer received with less than five days' notice will not be refunded.
- 5.16. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
- 5.17. The hirer will leave the premises in the condition it was found in, leaving the area clean and tidy and not leaving any of their own equipment behind.
- 5.18. The hirer will leave the spaces hired in a clean and tidy condition at the end of the hire period.
- 5.19. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior written agreement from the school.
- 5.20. If the hirer breaches any of the terms and conditions, the school reserves the right to terminate the licence and retain any fees already paid to the school, without affecting any other right or remedy available to the school under the licence or otherwise.
- 5.21. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
- 5.22. The hirer will acquire all appropriate additional licences for any activities they are running, including those required for use of any third party intellectual property.
- 5.23. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running.
- 5.24. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
- 5.25. The school's premises hire policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation letter issued by the school shall apply to and are incorporated in the licence.
- 5.26. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
- 5.27. The school and the hirer irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising from this licence.

## 6. Safeguarding

- 6.1. The school is dedicated to ensuring the safeguarding of its pupils at all times. It is a requirement of hire that hirers abide by the schools' requirements in respect of safeguarding. Any failure from the hirer in this respect will result in the hire being terminated.
- 6.2. It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space.
- 6.3. If there is a chance that those hiring the premises will come into contact with pupils, for example if the hire occurs during school hours, or when pupils may be present in the school (during after-school clubs or extra-curricular activities), we will ask for confirmation that the hirers have had the appropriate level of DBS check.
- 6.4. The hirer will be required to have appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide copies of these policies on request to the school.
- 6.5. The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact the Premises Manager or designated staff point of contact as soon as reasonably practicable.
- 6.6. The hirer understands that if our school receives an allegation relating to an incident where an individual or organisation is using our school premises for running an activity for children, we will follow our usual safeguarding procedures and inform our local authority designated officer (LADO).

## Appendix 1: Hire request form

Before filling out a request form, please familiarise yourself with our terms and conditions for the hire of our premises and our rates of hire, which you can find in sections 2 and 5 of this policy. If you have any questions, please contact the School Office.

|  |  |
|--|--|
| Name of applicant/ organisation and company number (where applicable):   |  |
| Applicant contact details:   |  |
| Preferred method of contact:   |  |
| Purpose/activity of organisation:  |  |
| Part of the premises requesting to be hired:   |  |
| Date and time of first hire:   |  |
| Is this a recurring request, or one off? If recurring, indicate the frequency and number of occurrences (e.g. weekly, 10 weeks): |  |
| Number of expected participants in the activity:   |  |
| Additional equipment you will require from the school:   |  |
| Additional equipment you will be providing yourself:   |  |
| Will alcohol be brought onto the premises?   |  |
| Are you obtaining a licence for sale of alcohol?   |  |
| Confirmation and details of the safeguarding and child protection arrangements you have in place:                                |  |
| Name and address of insurance company:   |  |
| Policy number:   |  |



|                  |  |
|------------------|--|
| Expiry date:     |  |
| Indemnity limit: |  |

## Appendix 2: Archdiocese of Southwark Policy on Extended Schools

### Principles

The Diocese supports the creative use of school premises in ways which are in keeping with the teachings of the Church and which serve the Catholic and wider local community, especially those that are disadvantaged. Many schools already extend their mission through, for example, the provision of breakfast and after school clubs, or catechetical activities. It is an opportunity for the school community to live out its witness to the Gospel through this ministry of service.

The 2002 Education Act allows a governing body to take on a wider responsibility to extend the use of its school premises by providing a range of activities and services, to its pupils and people from the wider community, within and beyond the school day. This must not constrain the governing body's statutory duty to educate pupils and promote high educational achievement.

The governing body of a Catholic school has an additional statutory duty to act in accordance with the Diocesan Trust Deed particularly in '...establishing, maintaining or advancing the Roman Catholic religion in the Diocese and in one or more of the charitable objects promoted or served by the Roman Catholic Church within the Diocese.' In this context, this means that the governing body must ensure that the Catholic identity and character of the school is preserved and promoted within any extended school programme and that all provision is in keeping with the teachings and Canon Law of the Catholic Church. In particular, these developments must go hand-in-hand with our constant desire to support and encourage family life as the vital context for the upbringing and nurturing of our Catholic children.

### Ownership of Diocesan school premises

Most Catholic schools are established on land held in trust by the Diocese. The Trustees of the Diocese have a legal responsibility for ensuring compliance with the terms of the Trust.

School premises must therefore not be used for any activity or service which is contrary to the teachings and Canon Law of the Catholic Church or which may be perceived to compromise the ethos and reputation of the school within the Catholic community.

Activities and services can be put on either by the school, or in the school by outside agencies and providers from the public, private and voluntary sectors. Arrangements with outside agencies normally require a "letting" or "rental" agreement. A governing body should not consider entering into any such agreement as the premises are owned by the Trustees. Permission must be given by the Trustees and application for this should be made to the Diocesan Finance Secretary.

Outside agencies and providers should be made aware of the Diocesan requirements regarding the use of part of a Catholic school.

The governing body must not enter into any agreement, contract or relationship which could make the Trustees liable (financially or in other ways) should a claim be made against an activity or service. The governing body is responsible for ensuring appropriate insurance is in place.

## **The Extended Catholic School**

The extended school programme is intended to help schools achieve the five outcomes of Every Child Matters. Programmes in Catholic schools should give equal importance to spiritual and religious development.

‘Parents must be acknowledged as the first and foremost educators of their children’ (Gravissimum Educationis). Activities and services, including child care, should support parents in this duty, but should not result in parents delegating their duty to the school.

The governing body must be actively involved at all stages of any extended school provision, including the analysis of needs, the discernment of services required, and the setting up of structures and facilities to enable those services to be carried out on school premises. The governors must take responsibility for the overall monitoring of the provision.

Governors are responsible for promoting the common good in education and should ensure activities and services within a programme cater for and are accessible to the poor and marginalised within the community served by the school. They must make sure that the services are an authentic expression of the Catholic ministry of social care and should recognise that there may be a need for active involvement in facilitating partnerships between the different providers using the school buildings.

The partnership of school, home and parish is central to the Catholic school. Established links between the parish, Catholic community and the school should continue, and new ones explored, within the activities and services of the programme.