

# St Elizabeth Catholic Primary School

## LETTINGS POLICY



The Governing Body of St Elizabeth Catholic Primary School

Date of Policy	October 2022
Review Date	October 2023
Chair of Governors /Chair of Committee signature	
Headteacher's signature	

**Mission Statement**

*'Striving for excellence in a caring Catholic community'*

## **Safeguarding Statement**

At St Elizabeth Catholic Primary School, we respect and value all children and are committed to providing a caring, friendly and safe environment for all our pupils so they can learn, in a relaxed and secure atmosphere. We believe every pupil should be able to participate in all school activities in an enjoyable and safe environment and be protected from harm. This is the responsibility of every adult employed by, or invited to deliver services at St Elizabeth Catholic Primary School. We recognise our responsibility to safeguard all who access school and promote the welfare of all our pupils by protecting them from physical, sexual and emotional abuse, neglect and bullying.

## **Equality statement**

As a school we are committed to ensuring that equality principles are embedded within all school policies and procedures, as we endeavour to:

- Eliminate discrimination, harassment and victimisation.
- Promote equality of access and opportunity within our school and within our wider community.
- Promote positive attitudes to difference and good relationships between people with different backgrounds, genders, cultures, faiths, abilities, sexual orientation, and ethnic origins.

## **School Values**

As a Catholic school with a strong Christian ethos we actively support and promote a value-based education. By living out our 4Rs – **Relationships, Resilience, Responsibility** and **Respect**, we encourage the whole school community to:

- Think about and reflect upon positive Christian, British and Universal values
- Experience how living out these values impacts on themselves and others, in school, in the wider community and in the world
- Instil a sense of belonging to the school, the local community, the country they live in and the wider global community
- Inspire individuals to choose their own positive personal social, moral and spiritual values
- Promote an inclusive school ethos and a learning climate that will raise aspirations and achievement
- Raise self-esteem and encourage children to take more responsibility for their own behaviour and learning

## **British Values**

At St Elizabeth, we recognise and promote the fundamental British values of democracy, the rule of law, individual liberty, and mutual respect and tolerance of those with different faiths and beliefs. Through this provision of SMSC, the school will:

- enable pupils to develop their self-knowledge, self-esteem and self-confidence;
- enable pupils to distinguish right from wrong and to respect the civil and criminal law of England;
- encourage pupils to accept responsibility for their behaviour, show initiative, and to understand how they can contribute positively to the lives of those living and working in the locality of the school and to society more widely;
- enable pupils to acquire a broad general knowledge of and respect for public institutions and services in England; further tolerance and harmony between different cultural traditions by enabling pupils to acquire an appreciation of and respect for their own and other cultures;
- encourage respect for other people; and
- encourage respect for democracy and support for participation in the democratic processes, including respect for the basis on which the law is made and applied in England.

## **GDPR**

The General Data Protection Regulation (GDPR) ensures a balance between an individual's rights to privacy and the lawful processing of personal data undertaken by organisations in the course of their business. It aims to protect the rights of individuals about whom data is obtained, stored, processed or supplied and requires that organisations take appropriate security measures against unauthorised access, alteration, disclosure or destruction of personal data.

The School will protect and maintain a balance between data protection rights in accordance with the GDPR. This policy sets out how we handle the personal data of our pupils, parents, suppliers, employees, workers and other third parties.

Changes to data protection legislation will be monitored and further amendments may be required to this policy in order to remain compliant with legal obligations.

All members of staff are required to familiarise themselves with its content and comply with the provisions contained in it. Breach of this policy will be treated as a disciplinary offence which may result in disciplinary action under the School's Disciplinary Policy and Procedure up to and including summary dismissal depending on the seriousness of the breach.

## Introduction

St Elizabeth Catholic Primary School is committed to being at the heart of the community and supporting it. It will do this by a commitment to the education of all the young people of the community, by committing to the concept of lifelong learning and by facilitating improvements in the quality of life in the local area. St Elizabeth Primary School will support local community groups and sports, social and arts events promoting equal opportunities for and fair access for all. The benefits of this will also be felt within the School, by raising our sense of self-worth and making the schools more welcoming places for all.

The responsibility for agreed charges and regulations for lettings of school buildings has been devolved to the school Governing Body, with the School's Business Manager or Finance Officer having the responsibility for operating these procedures on a day to day basis.

In order to assist the School Business Manager/ Finance officer in responding to inquiries, reviewing scales of charges, making decisions regarding individual lettings, balancing priorities of the school and the community and in managing caretaking and other support staff to facilitate the use of the buildings, it is necessary to set down guidelines which reflect the Governors' aims for the community use of the school buildings.

## Aims

- To safeguard the needs of the pupils within the school above consideration of potential lettings at all times.
- To provide a fair system for determining lettings.
- To maintain a safe and secure environment for all users of the site.
- To ensure the school is well maintained, clean, tidy and ready for use at all times.
- To maintain a good reputation for the school within the community by ensuring high standards of behaviour by those using the premises during lettings.

## Statement of Intent

- The Governors of St Elizabeth Catholic School accepts its responsibility to administer the letting of the school premises.
- The Governors will delegate day-to-day responsibility for lettings to the Headteacher of each school.

The Governors of St Elizabeth Catholic School will allow the use of premises in the following order of priority:

- the Governors and School activities
- the church and its organizations will be given priority over other outside organizations
- recognized concessionary users, i.e. voluntary organizations and charities
- For-Profit organizations.

## Policy Strategies

The School publishes a list of charges as a basis for booking facilities. The school, via the Headteacher, may refuse use of facilities on reasonable grounds. These include (but are not limited to) the following:

- Unreasonable hours.
- Unreasonable disturbance to local residents.
- Non-availability of staff (e.g. premises) or facilities.
- Health & safety considerations.
- Potential damage or wear and tear.
- Disruption of other school/community activities on site.
- Lack of security/supervision.
- Detriment to community relations and community cohesion.
- Use of the facilities for political purposes.
- Conflict with School/LA policies.

## Free Use of Premises

If the Headteacher deems an activity to be in support of the core area of the school, then he/she may decide on no charge or a reduced charge for its use. Occasional lettings/events arranged by associate primary/secondary schools and colleges may also be agreed on a no charge or a reduced charge basis at the Headteacher's discretion, subject to cost considerations.

## Responsibilities

The Diocese owns the land and buildings of the school; these are held on trust for the benefit of the school and are subject to the provisions of the School.

- The Governors of St Elizabeth Catholic School has responsibility for day-to-day control over the School premises and for agreeing the policy for use of the premises.
- The Headteacher is responsible for implementing the policy and ensuring that all relevant staff are aware of its main provisions.
- It is the responsibility of a potential user of the premises to demonstrate to the Headteacher that use of the premises will not give rise to concerns outlined above.

The Governors of St Elizabeth Catholic School will set and annually review charges for lettings.

## Conditions of Hire

- **Acceptance of Conditions.** The hiring of School accommodation is permitted only on these conditions. Acceptance of a booking confirmation is deemed to be acceptance of these conditions.
- **Nominated organizer.** The hirer must nominate at least one person who will be on site during the period of the actual hiring to ensure these conditions are adhered to. This person must make her/himself known to the premises staff at the start of the letting.
- **Areas hired.** The hirer must ensure that only the areas hired are used and that food is not taken outside the hall or Community house.
- The hirer shall not assign or sublet the premises or any part of the premises.
- The hirer is responsible for ensuring that 'the let' finishes promptly. The School will charge for the extra costs incurred for any delay.
- **Behaviour and Supervision.** Attendees must be supervised at all times within the building and grounds. The hirer will be responsible for ensuring the good behaviour of all those attending the activity, including keeping noise at a reasonable level as determined by on-site staff.
- **Periods of hire.** The hirer must ensure that the event does not exceed the times booked.
- **Numbers.** The numbers of people attending at any one time must not exceed the numbers indicated on the booking form and agreed with the school. Failure to comply with this condition will result in the immediate termination of the letting without refund.
- The hirer is responsible for carrying out a risk assessment. The School may require the hirer to provide a copy of this assessment to the Premises Supervisor.
- **Cleaning.** The hirer must leave the areas used, including the school grounds, in a reasonable state of cleanliness. Failure to do so will result in a bill being raised for extra cleaning. All rubbish is to be placed in black or recycle bags, which must be deposited in the external refuse bins. If the hirer fails to leave the premises clean, neat and tidy the cost of cleaning will be passed to the hirer.
- **Fire.** The hirer must make her/himself aware of the fire evacuation procedures relating to the area hired and must ensure that all fire exits are kept clear during the letting.
- **Health and Safety.** The hirer make her/himself aware of the school's Health & Safety Policy and must not interfere with or misuse anything which is provided in the interests of health, safety or welfare. The hirer is to ensure suitability qualified persons are present to be responsible for the supervision of the premises and the conduct of those attending, so as to avoid personal danger and damage to property.
- **School equipment, fabric and fittings.** No use may be made of equipment without the prior agreement of the school and the hirer must not interfere with the fabric, fittings or contents of the premises in any way. The hirer shall be responsible for the reimbursement in full on demand, of any damage occasioned by users of the premises, furniture, apparatus and equipment. Any damage is to be reported to premises staff.
- **Hirer's property.** Permission should be obtained from the school in advance if the hirer wants to bring electrical equipment onto the premises. All electrical appliances brought onto School premises must have an in-date Portable Appliance Test (PAT). Hirers may not bring equipment or articles of an inflammable, explosive or dangerous nature onto the premises. The hirer should provide insurance for these items.
- **Right of access.** The Governors (or its representative) reserve the right of access to the premises during the letting.
- **Own risk.** It is the hirer's responsibility to ensure that all those attending are made aware that they do so at their own risk.
- **Accident or injury.** The Governors do not accept any responsibility for any accident or injury or loss of

property that may occur to, or be sustained by, persons using the premises during the period of the letting. The hirer is responsible for obtaining their own Public Liability Insurance and will be expected to satisfy the Governors (or its representative) of such at the time of booking. A copy of the insurance certificate will be required at the time of booking.

- **Private vehicles.** The parking of vehicles on school premises is entirely at the owner's risk. The owners of such vehicles will be held responsible for any damage they may occasion to the school's property or injury to any person, whether connected with the school or not, while their vehicle is on the school's premises. Parking must only take place in areas designated by premises staff.
- **Alcohol.** Alcohol may not be sold or consumed within the Schools premises and grounds, without the permission of the Governors. If permission is given, alcohol may not be sold on the premises without a Magistrate's license. It is the responsibility of the hirer to obtain and show the license to the Headteacher/ Premises Supervisor in advance of the letting.
- **Smoking.** No Smoking is allowed anywhere on school premises or grounds.
- **Musical Works and Copyright.** No musical works in the repertoire of the Performing Right Society may be performed in public on the premises unless the hirer has obtained the permission of the Society. No copyright material may be delivered or performed without the consent of the owner of the copyright.
- **Public Entertainment.** Film, musical, dancing (including disco) and stage events must all be considered public entertainments unless entrance is restricted to those who are bona fide members of the organization hiring the premises. If admission is open to all, or if tickets are to be sold at the door or offered to the public, it is the hirer's responsibility to inform the Local Authority Entertainments Licensing Enforcement Officer and obtain an Occasional License.
- Where the Chief Fire Officer or Licensing Authority requires additional facilities for the purpose of a letting, which are not already in place, it shall be the responsibility of the Hirer to provide such facilities of an approved type and method of installation.

### **Duty Premises Supervisor responsibilities**

The Duty Premises Supervisor is the School's representative and is responsible throughout the period of hire for making sure that, before, during and at the end of the letting, the following are adhered to:

- That the premises are unlocked at the agreed time as stated on the Application for Hire Form and subsequently agreed by the School.
- That the premises are in a safe and satisfactory condition for the Hirer.
- That the premises remain secure during the let by regularly patrolling and monitoring of the entrance(s) being used.
- That the premises are checked before and at the end of 'the let' (with a representative of the Hirer) for damage and to ensure that they have been left in a neat, clean and tidy condition.
- That where more than one group hires the same accommodation on the same day, the accommodation is checked between each letting.
- That, as far as practical, users of the site do not behave in a manner likely to cause injury to themselves and/or others, or result in damage to the School or its contents.
- That, in the event of an emergency, appropriate assistance (e.g. ambulance) is summoned. In the event of a fire alarm being triggered, ensuring that all persons follow the fire instructions in clearing the building.
- Duty supervisors cannot change any aspect of these conditions of hire.
- Duty supervisors will do their best to ensure your event runs smoothly. On rare occasions things can go wrong. If they do, we will do our best to put things right in a friendly and helpful manner.
- Our staff will treat you with respect and courtesy. We ask that our staff are treated the same way and are not insulted, abused or threatened.

### **Hire charges**

Note that hire charges will at least cover the cost of:

- Services (heat & light)
- Staffing (premises staff)
- Administration
- Wear & tear (sinking fund)
- VAT at the applicable rate

A schedule of hire charges can be found at **Annex A**.

## Application for hire of School premises

The application form for the hire of School facilities is to be fully completed and submitted a minimum of 4 weeks prior to the date required. For single hire agreements, two cheques made out to 'St Elizabeth Catholic School' will be required with the application form, breakdown as follows:

- A cheque for 100% of the total hire fee.
- A cash fee of £100 by way of a deposit. This will be returned on completion of the hire providing all the conditions of hire have been met (which will be returned within 2 weeks of the event).

**The balance of the hire charge is to be paid a minimum of 14 days prior to the commencement of hire.**

Regular full year/term time hirers will be invoiced monthly in advance of the hire for the whole monthly amount.

Unsuccessful applications will be notified and the cheques returned as soon as possible.

The Application for Hire of School Premises can be found at **Annex B**. The hirer completes the declaration form **Annex C**. The School is responsible for notifying the hirer of the approval of hire applications as soon as possible using **Annex D** or **Annex E**.

### Cancellation of hire

Cancellation by the Hirer of a confirmed letting will only be accepted if a request to cancel is received in writing and the following cancellation charges are paid on demand by the hirer:

- Over 30 days 25% (of the deposit)
- 15-30 days 33%
- Less than 15 days 50%

### Reporting of letting activities

The School is to maintain records of the frequency of hirings and the associated charges. These records are required for audit purposes and are to be retained accordingly. The report at **Annex F** is to be used to record the details of each let and a copy is to form part of the month end procedures to be submitted to the School Business Manager or Finance Officer.

## COMPLAINTS PROCEDURES

### 1. What if the school has a complaint about our group/organization?

If the school has concerns about a let the following procedures will be followed: -

1. A representative of the Governing Body will verbally raise the concern with the named Hirer.
2. The situation will be monitored for two sessions to allow the issues to be addressed.
3. If the situation remains unresolved, the Hirer will receive written notification of the concern and a further two sessions will be given to allow the Hirer to address the situation.
4. If the matter remains unresolved, the Hirer will receive formal written notice of termination of the booking agreement. This will be implemented 72 hours from the date of the letter of notification.

Please note: If the Hirer blatantly breaks the conditions of usage, 'the let' can still be terminated immediately.

### 2. What if I, as the Hirer, have a complaint about my let or booking agreement?

If you as the Hirer, have a complaint or concern regarding your let, the following procedures should be followed: -

1. Talk to the named representative of the Governing Body and discuss the problem. Allow 5 working days for the situation to be resolved.

2. If still unresolved, the Hirer should notify the Governing Body through the Headteacher in writing and allow 5 working days for the situation to be resolved.
3. If still unresolved, the matter will be placed on the agenda of the next Finance & Premises committee of the Governing Body. (If the concern needs urgent attention, a special meeting of this group will be convened.)
4. If still unresolved, the matter will be taken to the next full Governing Body meeting and the Hirer will receive a written response from the Chair of Governors detailing the outcome.

### **3. What if a third party complains?**

1. If the school receive a complaint from a third party, the Governing Body will be notified of the complaint.
2. A representative of the Governing Body will investigate the matter and a written response will be sent to the complainant within 10 working days.
3. If any further correspondence is received, the matter will be placed on the agenda of the next appropriate Governing Body committee. The Chair of the Governing Body explaining the final outcome will then send a final response.



## LETTINGS CHARGES

## Annex A

LOCATION	HOURLY RATE (min 1 hr)	HALF DAY (morning 8-12pm or afternoon 12.30-4.30pm) 4 hours	FULL DAY 8 hours
Small Hall (KS1)	£55.00	£220.00	£385.00
Main Hall (KS2) stage available	£60.00	£240.00	£420.00
Extra charge for Servery KS2 Hall	£15	£280.00(KS1) £300.00(KS2)	£490.00 £525.00
Football pitch	£55	£220.00 (a £10 deposit will be required for the key)	£385.00
Playground KS2	£45.00	£180.00	£315.00
Community House	£75.00	£300.00	£540.00
Science Lab	£65.00	£260.00	£460.00
Staff Room	£75.00	£300.00	£525.00
Hirers for after school clubs - Classroom	£35.00	£140.00	£245.00

## APPLICATION FOR THE HIRE OF SCHOOL PREMISES

*Note to Applicant: Before completing this form read carefully the regulations for the letting of the School premises.*

Name of Organization/Business							
Registered Address of Organization/Business (for invoicing purposes)							
Nature of Organization/Business							
Contact Name (if different from above)							
Contact Address (if different from above)							
Telephone Number(s)							
Proof of ID: Passport, drivers licence, utility/ council tax bill (not a mobile bill)							
Type of Activity to be undertaken							
Age range ( <i>please circle</i> )	<b>Adult / Children: 4-7 / 8-11 /12-17 other:</b>						
<b>Area(s) to be hired:</b>							
Small Hall (KS1)							
Main Hall (KS2)							
Use of Kitchen Serveries							
Classroom							
Football Pitch							
Playground							
Community House							
Science Lab							
Other							
<p>For <b>single use</b>, Date and times of Hire/Function:</p> <p>Date: ___/___/20___                      Time: From _____ To: _____</p>							
<p><i>Please note: You must include sufficient time to prepare and clear up when indicating the hours required.</i></p>							
For <b>regular use</b> , please tick day required. Time: From _____ To: _____	Mon	Tue	Wed	Thu	Fri	Sat	Sun

Full time / Term time only	
Dates of hire:	
Numbers attending	
Age range (please circle)	<b>Adult / Children: 4-7 / 8-11 /12-17 other:</b>
<b>Area(s) to be hired:</b>	
Small Hall (KS1)	
Main Hall (KS2)	
Use of Kitchen serveries	
Classroom	
Football Pitch	
Playground	
Community House	
Science Lab	
Other	

Block bookings for regular hires will be invoiced one month in advance.

License gained?  Evidence of insurance

*I have read the Conditions of Hire and discussed the hiring of the premises with the School. I agree to abide by all the conditions.*

Name (please print):

Date:

Signed (on behalf of the hirer):

Please sign and date this form and return to the School. For a single hire of premises, **please also enclose a cheque for 100% of the total cost of hire and in a separate envelope a cash deposit for £100\***. Cheques must be made payable to 'St Elizabeth Primary School'. Post-dated cheques cannot be accepted.

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*For office use only*

School hire reference number:

Date hire agreed:

Date permit to use School premises returned to hirer:

\* This will be returned within 2 weeks on completion of the hire providing all the conditions of hire have been met.

**Insurance** A copy of any relevant insurance documents must be attached to this form.



## Lettings Agreement

To: The Governing Body of St Elizabeth Primary School

\_\_\_\_\_ (please print)

of \_\_\_\_\_ Organization

Being over the age of 18 years, hereby apply for permission for the above stated Organization to use the school premises as stated overleaf (Annex B). I understand that if permission is granted, it will be subject to all conditions of usage within the school's letting policy. I have read this lettings policy and understand that the permission to use the school premises will only be effective provided the conditions and regulations stated in the school's letting policy are adhered to.

I, on behalf of my Organization, hereby agree to follow all conditions of the school's letting policy should permission be granted to use the school premises.

I understand the school require a Policy of Insurance in respect of the use of the above accommodation which, subject to its terms and conditions, will indemnify the applicants against liability at law and claimant's costs and expenses in respect of:

1. Death of or bodily injury to or illness of any person (fatal or otherwise) or damage to property other than property belonging to the School/Council to a limit of £2,000,000 in respect of any one accident.
2. Damage to any property belonging to the School/Council to a limit of £25,000 in respect of any one incident, with an excess of the first £50 of any loss or damage in respect of each hiring.

I, on behalf of my organization, have taken out and have demonstrated Public Liability Insurance as a requirement of conditions to use the school premises within the school letting policy.

I am aware that in having this cover does not absolve myself and my organization (as the Hirer) of the responsibility for injury or damage caused by our neglect during the hire.

I understand I must give immediate notice in writing, to the Chair of the Governing Body, of any accident, damage or proceedings and no repudiation of liability negotiation or admission of liability shall be made to any Third Party.

I, on behalf of my Organization, agree to indemnify and keep indemnified the Governing Body and Council from and against all loss, damage, costs, claims, demands, expenses or charges which the Governing Body or Council may sustain or incur in respect of any matter arising out the use of the school premises or the conditions relating thereto insofar as the same are not covered by the said or any other policy of insurance effected by the Governing Body or Council or the obligation to give notice of any accident, damage, or proceedings as aforesaid is not fulfilled by us and to pay to the Governing Body or Council on demand at the school office or Council's principal offices at Tower Hamlets, all such sums as may be payable by reason of this indemnity.

Signature of Applicant (Mr, Ms, Mrs) \_\_\_\_\_ Date \_\_\_\_\_

Occupation \_\_\_\_\_

I understand it is my responsibility, on behalf of my organisation, to ensure that any area of accommodation used in the course of the letting is left in the condition in which it is found. I must also ensure that my organisation leave the premises at the time stated on the Permit.

Address \_\_\_\_\_

Tel Number: Home \_\_\_\_\_ Work \_\_\_\_\_ Mob \_\_\_\_\_



## PERMIT TO USE SCHOOL PREMISES

Premises to be hired ***St Elizabeth Primary School***

The Governors has approved your application for the use of the premises of the above named school:

Name of hirer:		
Address:		
Telephone Number:		
Date of hire:		
Hours	From:	To:
Details of area(s) agreed:		

The charge for this occasion of hire will be\_\_\_\_\_. All cheques are to be made payable to St Elizabeth Primary School.

Your use of the premises will be subject to the terms and conditions within the lettings policy and any other regulation stipulated below.

Please sign and return one copy of this agreement as soon as possible to confirm your acceptance of the conditions.

Signed: Date:

For and on behalf of:

School hire reference number:





# St Elizabeth Catholic Primary School

## RECORD OF LETTINGS

Name of Organisation	Area(s) Let	Date of Letting	Time of Letting	Total Cost of Hire (£)	Notes