**SS John & Monica Catholic Primary School**



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**Lettings Policy**

1. It is a Governing Body (GB) requirement to cover costs and it is illegal to use school budget (public monies) to subsidise non-school budget expenditure. The use of premises has to be restricted to the use and accommodation specified in the letting agreement. The hirer must show consideration when using the facilities, especially to other hirers/users of the site, to school staff, to those living on site and to the school’s neighbors. The hirer should take all precautions to prevent any damage. Some footwear in particular can cause damage to floors and persons wearing such footwear will not be permitted to enter the premises. The hirer is required to pay for any breakages, losses or damage to property arising out of the letting.

2. Nominated Representatives of the School Governors or the Head Teacher must be given free access to the hired premises for the purpose of inspection. The school Governor’s or the Head teacher also reserves the right to cancel or refuse any letting in which case a proportion of the charges may be refundable.

3. The GB will not tolerate any abuse or intimidation of other site hirers/users, school staff or those living on site.

4. The Hirer shall effect Third Party (Public Liability) insurance within a minimum indemnity limit of one million pounds for any one occurrence to cover its legal liabilities for accidents resulting in injuries to persons, including participants in the hiring activity, and/or loss of or damage to property including the hired premises, arising out of the letting of educational premises.

The school will not be responsible for any injury to persons or damage to property arising out of the letting of the premises unless such injury or damage results from the negligence or breach of statutory duty on the part of the school

5. The sub-letting of the premises is prohibited.

6. Public Safety.

a) The Hirer shall be responsible for the prevention of overcrowding such as would endanger public safety and for keeping clear all gangways passages and fire exits. This is part of the school’s Fire Regulation requirements.

b) The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct.

7. The Hiring Agreement includes the use of furniture only within the room booked. In the event of the hirer requiring additional furniture a separate request will need to be made according to circumstances. Hirers must confine their activities to the agreed areas of the school. On the days when the school is in session articles such as pianos, tables, flowers etc. may not be delivered to the school before 3.45 pm on the day of use, unless arrangements for early delivery are made with the Site Manager. The hirer should remove all chairs or other furniture, decorations and any other materials introduced into the premises, within an agreed reasonable time after the period of hire.

8. Special preparations, such as those required for the purpose of dancing, must not be applied to the floors without specific approval. The Site Manager can advise.

9. Licenses are generally required for:

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

Hirers should ascertain whether or not a license is required for these uses, or for any other use to which premises are to be put, and if so, to obtain and ensure full compliance with the necessary license. The premises are not already licensed.

10 Intoxicating liquor is not permitted to be sold to the public or supplied on educational premises without the express consent of the School Governors. Details of the license for the sale to the public of intoxicating liquor will need to be available for inspection.

11. The GB will not tolerate any unlawful activities during the period covered by the letting agreement.

12. The premises are not licensed under the Cinematography Acts and no inflammable films or materials of any inflammable nature should be used.

When commercial sound recordings (gramophone records, tape recordings or CDs) are publicly used an application for a license to use such recordings must be submitted to Phonographic Performance Limited, Evelyn House, 62 Oxford Street, London W1N 0AN. Application forms may be obtained from them on request.

13. Under the conditions of the Performing Rights Society, hirers of educational establishments are required to furnish details direct to the Society of ‘all musical works, whether published or in the manuscript, performed at the premises locally, instrumentally or mechanically, at entertainments for which a charge is made’. A form can be provided which should be completed and forwarded direct to the Performing Rights Society Limited immediately after the letting has taken place.

14. Stage lighting, audio and visual equipment:

1. All electrical equipment brought onto the school site must show a valid PAT tested certificate. This will be checked by the Site Manager
2. The Projector and Sound System may be operated only by a named competent person trained and approved by the school.
3. The hirer must, by arrangement with the Site Manager, visit the school on the first day of hiring in order that the ‘hand-over’ may be made to ensure that the equipment to be used is in a satisfactory working order. A similar ‘hand-over’ should take place at the end of the letting.

15. School Play Grounds

The hirer must ensure that the use of the playground will not prejudice its use for normal purposes. Full supervision by a responsible adult must be undertaken whilst being used.

16. First Aid.

The Governors take no responsibility for First Aid provision. Hirers are recommended to provide their own First Aid cover at events.

17. SS John & Monica RC Primary School is a no smoking site.

18. Telephones

There is no access to a public telephone.

19. Cleaning Costs.

Any additional cleaning cost must be met by the hirer. Due to COVID restrictios the Hall & Toilets will

need to be cleaned afterwards at a cost of the Caretakers rate of £13.50 per hour Cleaning Costs.

20. All hirer’s must be mindful of the school’s ethos of Co-operation, Courtesy and respect for others.

21. We expect organisations using the site to have a trained DSL available to manage any issues arising from disclosures made by vulnerable persons using the site. We will collect Safeguarding Statements from organisations that use the site regularly and display them on our website.

22. As part of Birmingham City Council’s wider agenda, SS John & Monica has a “No Platform” Policy which means that we will not allow our facilities to be used for letting purposes by organisations that participate in acts or behavior contrary to the Equality Act or the PREVENT Duty. The “No Platform” Policy is available to read on the school website.

DECLARATION TO BE COMPLETED BY THE HIRER

I/We\* being the duly appointed agent of ………………………………………………………....

Agree to abide by the conditions and regulations stated overleaf and do hereby agree to indemnify ……….. School against any liability whatsoever which may arise out of the letting of premises to me. I/We\* also confirm that the appropriate insurance has been effected in accordance with the Conditions of Hire.

\* (Delete if applicable)

Signed ………………………………………………………………

Date …………………………………………………………………

NOTE: Persons signing the Declaration **must** be of 18 years of age or over.

An invoice for the letting will be sent which should be paid within one month.

**Revised: March 2022**

**Review date: March 2023**