



# St. Joseph's Catholic Primary School

## Lettings Policy

<b>Approved by:</b>	Governing Body	<b>Date:</b> July 2019
<b>Last reviewed on:</b>	July 2019	
<b>Next review due by:</b>	July 2020	

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## **1. Aims**

At St Joseph's Catholic Primary School, we aim to:

- Make sure the school's premises and facilities can be used, where appropriate, to support the community or commercial organisations
- Allow the hiring of the premises without using the school's delegated budget to subsidise this
- Charge for the use of the premises to cover the costs of services, staffing, cleaning, administrative costs and wear and tear of school equipment
- Not let any hiring out of the premises interfere with the school's primary purpose of providing education to its pupils
- Consider the appropriateness of the letting and if it is considered to be consistent with the ethos and values of St Joseph's Catholic Primary School
- Limit the likelihood of any damage being caused to the premises, or neighbouring premises, and any nuisance that may arise, as a result of accepting the booking including parking in the immediate area
- Ensure lettings comply with St Joseph's Child Protection and Safeguarding policies
- Ensure lettings comply with St Joseph's Health and Safety policy with regard the number of users, qualifications of instructors and types of activity

## **2. Areas available for hire**

### **2.1 Available areas**

The school will permit the hire of the following areas:

- Infant hall
- Junior hall
- Dance studio
- Community Classroom
- Music room
- Art room
- Playground areas

## 2.2 Capacity and charging rates

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

Area	Capacity	Cost		
Infant hall + toilet access	Seated theatre style: 120	Registered charity rate	Community group rate	Commercial group rate
	Standing: 150	£25.00 per hour	£27.50 per hour	£30.00 per hour
Junior hall + toilet access	Seated theatre style: 180	Registered charity rate	Community group rate	Commercial group rate
	Standing: 200	£25.00 per hour	£27.50 per hour	£30.00 per hour
Dance studio + toilet access	Standing: 40	Registered charity rate	Community group rate	Commercial group rate
		£25.00 per hour	£27.50 per hour	£30.00 per hour
Community Classroom + toilet access	Seated: 30	Registered charity rate	Community group rate	Commercial group rate
		£25.00 per hour	£27.50 per hour	£30.00 per hour
Music room + toilet access	Seated: 30	Registered charity rate	Community group rate	Commercial group rate
		£25.00 per hour	£27.50 per hour	£30.00 per hour
Art room + toilet access	Seated: 30	Registered charity rate	Community group rate	Commercial group rate
		£25.00 per hour	£27.50 per hour	£30.00 per hour
Playground areas + toilet access	Standing: 250	Registered charity rate	Community group rate	Commercial group rate
		£25.00 per hour	£27.50 per hour	£30.00 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. These rates will be subject to a yearly review by the Governing Body. The headteacher may decide that certain organisations or activities can use the premises for a reduced rate, or free of charge, if it supports the core religious and/or educational aims of the school.

### 3.2 Cancellations

The headteacher reserves the right to cancel any agreed letting with a minimum of 14 days' notice for single/one off events or a school term's notice for long term lettings. In the case of a single/one off event, a full refund will be issued. 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 letting with a minimum of 24 hours' notice.

### **3.3 Review**

The revenue raised from lettings will be reviewed by the headteacher and will be fed into the school's financial reporting to the Governing Body. The Governors will review school lettings on a yearly basis. If there are to be any changes to charging rates, a school term's notice will be given.

## **4. Lettings application process**

Persons wishing to hire the premises, must fill out the lettings request form, which can be found as appendix 1 of this policy, and read the terms and conditions of hire set out in section 5. The form must be signed and returned to the school office. Approval of the request will be determined by the headteacher.

If the request is approved, the school will contact the hirer with details of how to submit payment/s and make arrangements for the date and time in question. St Joseph's will send on details of the emergency evacuation procedures and other relevant health and safety documents. The hirer will also need to provide proof of their public liability insurance.

St Joseph's Catholic Primary School reserves 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 lettings**

The following terms and conditions must be adhered when using the school premises. Any breach of these terms may result in cancellation of future lettings.

1. "Hirer" means the person or entity identified in the relevant lettings request form.
2. 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.
3. 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.
4. The hirer shall not sub-licence any of the premises under the licence.
5. The hirer shall not use the premises for any purpose other than that agreed upon in the licence, as set out in the lettings request form.

6. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the licence.
7. The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.
8. 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 and must take out its own public liability insurance with a reputable insurer approved by the school and, where requested by the school, shall provide of copy of the relevant insurance certificate no less than 7 days before the start date of the licence.
9. 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.
10. The hirer shall indemnify and keep indemnified the school from and against:
  - a. any damage to the premises or school equipment;
  - b. any claim by any third party against the school; and
  - c. 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
11. 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.
12. Any cancellations made by the school will be refunded.
13. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
14. 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.
15. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without the prior written agreement from the school.
16. 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.
17. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.

18. The hirer will acquire all appropriate additional licenses for any activities they are running, including those required for use of any third party intellectual property.
19. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running.
20. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
21. The school's lettings policy, the relevant lettings request form submitted by the hirer and the relevant letting confirmation letter issued by the school shall apply to and are incorporated in the licence.
22. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
23. 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**

St Joseph's Catholic Primary School is dedicated to ensuring the safeguarding of its pupils at all times.

It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space.

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.

If the hirer is in charge of a group of children, we will again ask for confirmation that the hirers have had the appropriate level of DBS check.

## Appendix 1: St Joseph's Catholic Primary School lettings request form



Before filling out this lettings 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 - 0208 567 6293.

Name of applicant/ organisation	
Applicant contact details	Address:  Phone no: Email address:
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	
Proof of public liability insurance and DBS certificates if children are present	

By signing below, I agree to the terms and conditions set out in the school's lettings policy.

Name: \_\_\_\_\_ Date: \_\_\_\_\_ Signature: \_\_\_\_\_



Please return this form via email to admin@stjosephs.ealing.sch.uk or to the school office at York Avenue, Hanwell, London W7 3HU. We will inform you if your application is successful, and if so details of the full cost and documents that will need to be shared.

## **Appendix 2: Confirmation of licence**

Dear [contact name]

Thank you for submitting your lettings request form to us.

I am pleased to inform you that the area you have requested is free on the date(s) and time(s) of your request and I am happy to grant a non-exclusive licence to you to use the area for the purpose set out in your lettings request form, subject to the terms and conditions already provided to you.

Based on the length of time and area requested, the full amount for the hire will be [insert amount]. You can pay the school by [insert payment method(s) and details here]. I request full payment of the fee by [insert date].

I have provided with this confirmation, details of emergency evacuation procedures in the event of a fire/similar emergency. Please make sure you familiarise yourself with these before the date of the letting.

You can contact the school office with any questions about hiring the premises.

Mr/Mrs [ ] will be on site for the duration of your letting. Feel free to contact him/her if you require any support with any issues.

Yours sincerely,

Julian Rakowski

Headteacher