



St. Nicholas C of E Primary School

Lettings Policy

Our Vision Statement

“To maximise the learning potential of every pupil within the love of God.”

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|--------------------------|-------------|
| Date reviewed: | April 2021 |
| Reviewed by: | R. Younger |
| Approved by Headteacher: | April 2021 |
| Date of next review: | Summer 2022 |

1. Introduction

- 1.1 The school and its facilities are resources which the school utilises to their full potential during the hours that the school is in session and, from time to time, after the school has closed. The Governors of the school are aware that these resources are valuable to the school and the community, and are prepared to let the facilities to interested parties for two main reasons:
- a) The Governors believe that the school should be at the heart of the community and are committed to the notion of an extended school which provides for the needs of the children of the school and the local community after the end of the normal school day.
 - b) The resources provided by the Governors will periodically require updating and renewing, and therefore charges levied for the use of the buildings will help to maintain these facilities into the future for continued school and community use.

2. Aims

- 2.1 The aims of our Lettings Policy are:
- To extend the use of the school and its facilities beyond the school day;
 - To encourage community use and knowledge of the school as a central component of our community;
 - To provide a sustainable future for the school and its resources;
 - To help in breaking down any potential barriers that some parents and local residents may feel in accessing their local school;
 - To provide enrichment activities for the school and the wider community.

3. Management of Lettings

- 3.1 The Headteacher has over-all responsibility for the management of lettings and may delegate all or part of this responsibility to other members of staff (e.g. Business Manager), whilst still retaining over-all responsibility for the lettings process.
- 3.2 All lettings activities must be compatible with the aims and policies of the school. If the Headteacher has any concern about whether a particular request for a letting is appropriate, s/he will consult with the Chair of Governors.
- 3.3 The Headteacher reserves the right to refuse access to some or all of these facilities, except where by statute the school is obliged to offer facilities for meetings such as during a local or general election.
- 3.4 When there is greater demand for use of facilities than can be accommodated, the school will give priority to activities in the following order:
- a) Activities directly related to the functioning of the school;

- b) Activities directly related to the functioning of the parish church of Hawes Side St Christopher with St Nicholas and its uniformed organisations;
- c) Any other non-school or non-church organised activity.

The Headteacher reserves the right to outline the exact definition of 'directly related'.

4. Charges for Lettings

- 4.1 Any parents' organisation dedicated to the support of the school and its aims, and approved by the Headteacher, shall have free use of the school for fundraising activities (for example PTFA).
- 4.2 The Headteacher sets rates for lettings which are reviewed annually and are available upon request. There are varying charges which take account of the type of organisation and the hours required. Later unsociable hours will attract a greater charge due to the need for a member of staff to stay beyond their usual working hours to secure the building at the end of the activity.

Activity A = Activities which support the extended schools agenda and operate outside the school day but within the hours 7.30am until 6.00pm.

Activity B = Activities beyond the normal school day and the period for extended services (6.00pm until 8.00pm).

Non-profit making organisations – this includes organisations which make a nominal charge for their activities to cover costs but not accrue a profit.

Profit making – this encompasses those organisations who effectively run a business and make profit from the activities they run.

| | Non-profit making The cost below is per 2 hour session. There is no financial dispensation for sessions less than 2 hours. | Profit making The cost below is per hour. Sessions can only be booked in one-hourly increments. |
|--|--|---|
| Activity A 7.30am- 6.00pm | Classroom £6 School Hall £12 | Classroom £11 School Hall £22 |
| Activity B 6.00pm- 8.00pm | Classroom £13 School Hall £22 | Classroom £24 School Hall £35 |

- 4.5 Any enquiries for hire of the school's facilities outside of term-time or at a weekend will be dealt with on a case by case basis.
- 4.6 Any enquiries for hire of the school's outdoor facilities (MUGA, playground/s, field) will be dealt with on a case by case basis.

- 4.7 Any organisation using the school's facilities has responsibility for insuring themselves against public liability.
- 4.6 The hourly rates for lettings are reviewed and set annually by the Headteacher to take effect from the 1st day of September in each year.
- 4.7 These fees are benchmarked annually against the recommended fees from Blackpool Council.

5. The Administrative Process

- 5.1 Organisations seeking to hire the school premises should approach the Headteacher or other designated member of staff who will identify their requirements and clarify the facilities available. An **Application to Let** (a copy of which is attached to this policy) should be completed at this stage. The school has the right to refuse an application, and interested parties should be advised that no letting should be regarded as "booked" until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.
- 5.2 Once a letting has been approved by or on behalf of the Headteacher, by the completion of the last page of the Application to Let, a copy of all pages of the Application to Let will be sent to the hirer, with the original copy remaining with the school.

The person applying to hire the premises will be invoiced for the cost of the letting in accordance with the scale of charges in this policy. Charges will be made on a half-termly basis.

- 5.3 The lettings agreement may be terminated as follows:
 - i) By either party giving to the other party at least two weeks' notice in writing to that effect.
 - ii) Immediately upon notice given by the letting party to the hiring party following a breach of any of the terms and conditions of this agreement by the hiring party and in this respect a verbal notice of termination given by the letting party's Business Manager shall be sufficient to terminate the agreement provided that this is confirmed in writing to the hiring party within 48 hours of the issue of such verbal notice being issued.



St Nicholas Church of England Primary School, Blackpool

Application to let premises of St Nicholas Church of England Primary School

The hiring party is defined as the party hiring the facility. The letting party is defined as the Governing Body of St. Nicholas Church of England Primary School, School Road, Marton Moss, Blackpool.

Name of hiring party.....

Name of applicant.....

Address.....

Telephone number/s.....

Email address.....

Date/s premises required (in current academic year only).....

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Purpose for which accommodation required.....

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Accommodation required:

| Type | Tick if required | Time required | |
|--------------------------------|------------------|---------------|----|
| | | From | To |
| Classroom – no. required | | | |
| School hall | | | |
| Multi-Use Games Area (MUGA) | | | |
| Playground | | | |
| Playing field | | | |

Beyond these limits the school is out of bounds.

Memorandum of Agreement and Indemnity

- In consideration of the letting party granting me/us the use of the afore-mentioned premises, I/we agree to pay the letting party the prescribed hire charges and to replace or pay to the letting party the cost of making good any damage caused to the premises by me/us.
- The prescribed hire charges will be reviewed by the letting party and agreed by them with effect from the 1st day of September in each year, and where the letting fee agreed by them is increased then the hiring party will pay to the letting party immediately upon demand from the letting party the difference between the hire charges at the outset of this agreement and the agreed hire charges from the 1st day of September to the end of this agreement PROVIDED ALWAYS that where this agreement is for a period of more than one year then this arrangement for the agreement and payment of any increase shall recur on the 1st day of September in each year.
- It is acknowledged and agreed that the letting party give no warranty of the suitability of the premises for the use to which I/we intend to put them and I/we hereby agreed to indemnify the hiring party and their officers, servants and agents against all actions, costs, claims and demands arising out of any accidents which may occur on the said premises during their use by me/us provided that the same is not due to any negligence, omission or default of the letting party, their officers, servants or agents.
- It is further acknowledged and agreed that the hiring party will indemnify the letting party in respect of all actions, costs, claims and demands arising out of any breach of copyright as defined in the Copyright, Designs and Patents Act 1988, or under any other enactment in the behalf for the time being in force in respect of any performance of literary, dramatic or musical work, which takes place or which is given while the said premises are being used by me/us, our officers, servants or agents.
- The hiring party must provide the Business Manager with a copy of their public liability insurance certificate covering their activities before first use of the school premises.

Other Conditions of Agreement

- Fees shall be payable in advance by BACS to the Blackpool Council Departmental Account or by cheque made payable to Blackpool Council.
- The school will not count or bank any monies on behalf of hiring parties.
- The letting party will not be held liable for loss or damage to or from vehicles which are parked at the owners' risk in the school car park.
- It is the responsibility of the hiring party to ensure that any damage or breach of health and safety is reported to the Business Manager.
- The hiring party will not remove or use any non-fixed school resources unless explicit permission has been granted from the Business Manager in writing.
- The hiring party should ensure that the facility is left as it was on entry to the facility. Failure to do so may result in additional costs being levied.
- The times of the let must be clearly adhered to. Failure to do so may result in additional costs being levied.
- The use of the school hall includes use of the kitchen work surface and sink; this is subject to the afore-mentioned being left in the same condition as they were received in. No other kitchen equipment should be used.

- It is important for Health and Safety reasons that there is a minimum of 2 staff servicing activities on a let of any part of the school. Failure to provide this invalidates this agreement and the let may be cancelled.
- All staff working with children should hold a satisfactory DBS clearance. Before commencing the hire of school premises, appropriate DBS clearances must be seen and details thereof recorded by the Business Manager.
- On hearing any internal school alarm, the school is to be evacuated to the place which has been designated for registration and all persons letting the school or parts of the school have been shown where this area is. One member of staff will report the alarm to the Site Supervisor who will ensure the appropriate action is taken from there.
- Access to and from the school hall will be via the fire door in the hall.
- Breach of these terms and conditions as defined by the letting party will result in immediate withdrawal of the facility, pending a Governors' review of the let or may lead to formal termination of the agreement in accordance with the next following clause.
- This agreement may be terminated as follows:
 - iii) By either party giving to the other party at least two weeks' notice in writing to that effect.
 - iv) Immediately upon notice given by the letting party to the hiring party following a breach of any of the terms and conditions of this agreement by the hiring party and in this respect a verbal notice of termination given by the letting party's Business Manager shall be sufficient to terminate the agreement provided that this is confirmed in writing to the hiring party within 48 hours of the issue of such verbal notice being issued.

Signed by: (on behalf of the hiring party)

Designation..... Date.....

School Use Only

This application for the use of school premises is acceptable to us: YES / NO

The Governors wish to charge to the user an amount of £.....

Signed by: (on behalf of the letting party)

Designation..... Date.....