



Bishop Walsh
Catholic School



Lettings and Community Use Policy

Ratified by PFS Committee	<u>February 2018</u>
Date of next review	<u>February 2019</u>

Introduction

The Governing Body regards the Academy buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible. However, the overriding aim of the Governing Body is to support the Academy in providing the best possible education for its students, and any lettings of the premises to outside organisations will be considered with this in mind. The Academy delegated budget (which is provided for the education of its students) will not be used to subsidise any lettings by community or commercial organisations. A charge will be levied to meet the additional costs incurred by the Academy in respect of any lettings of the premises. As a minimum, the actual cost to the Academy of any use of the premises by an outside organisation must be re-imbursed to the Academy's budget.

Definition of a Letting

A letting may be defined as "any use of the Academy premises (buildings and grounds) by either a community group (such as a local music group or football team), or a commercial organisation (such as the local branch of 'Weight Watchers')". A letting must not interfere with the primary activity of the Academy, which is to provide a high standard of education for all its students. Use of the premises for activities such as staff meetings, parents' meetings, Governing Body meetings and extra-curricular activities of students supervised by Academy staff, fall within the corporate life of the Academy. Costs arising from these uses are therefore a legitimate charge against the Academy's delegated budget.

Charges for a Letting

The Governing Body is responsible for setting charges for the letting of the Academy premises. A charge will be levied which covers the following:

- Cost of services (heating and lighting);
- Cost of staffing (additional security, caretaking and cleaning) - including "on-costs";
- Cost of administration;
- Cost of "wear and tear";
- Cost of use of Academy equipment (if applicable);
- Profit element (if appropriate).

The specific charge levied will be reviewed annually by the school business manager and community manager and agreed with the School Principal.

The Academy may at its discretion allow lettings at a rate less than its standard rate for charitable organisations or for any other purpose which it deems suitable, subject to item 14 being fulfilled. Charges incurred by the Parents and Teachers Association may be waived where funds are raised for the benefit of the school.

Risk Assessment

Groups or individuals hiring the premises do so at their own risk and must undertake to complete their own risk assessment of their activity. The school may be able to supply the user with sample activity assessments and with accepted building risk assessments.

Management and Administration of Lettings

The Principal is responsible for the management of lettings, in accordance with the Governing Body's policy. Where appropriate, the Principal may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

If the Principal has any concern about whether a particular request for a letting is appropriate or not, he will consult with the Chair of the Finance and Resources Committee (or alternative, as appropriate), who is empowered to determine the issue on behalf of the Governing Body.

The Administrative Process

Organisations seeking to hire the Academy premises should approach the Community Manager (or other designated member of staff), who will identify their requirements and clarify the facilities available. An Initial Request Form (a copy of which is attached to this model policy) should be completed at this stage. The Governing Body has the right to refuse an application, and 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.

All hirers will be issued with a copy of the conditions of hire.

The letting should not take place until the signed agreement has been returned to the Academy.

All Hirers are responsible to make sure that the conditions of hire are applied to at all times.

Any adult taking responsibility for groups must be DBS checked and must not be prohibited by law from teaching.

The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the Governing Body's current scale of charges. (Academy may wish to seek payment in advance in order to reduce any possible bad debts.)

Invoices to the hirer will be processed by another person other than the person delegated to take the booking. All lettings fees which are received by the Academy will be paid into the Academy's individual bank account, in order to offset the costs of services, staffing etc. (which are funded from the Academy's delegated budget). Income and expenditure associated with lettings will be regularly monitored to ensure that at least a "break even" situation is being achieved.

CONDITIONS OF HIRING

1. Applications to Hire the School Facilities

All applications for the hire of the School's facilities or grounds (which shall mean the rooms specified on the application and the access thereto) shall be made to the Business Manager at the School address.

Subject to the approval of the application and proposed dates and times and in consultation with the Community Manager by the Head teacher and Business Manager, the hirer will be asked to complete and sign a copy of the attached Hiring Agreement Form. An authorised copy of this Agreement will be returned to the hirer and no letting may commence until this authorisation has taken place. The Head teacher and Business Manager reserve the right to refuse any applications.

The hirer shall be the person named on the application, who shall be liable, and take responsibility for the function or other activity for which the facilities have been hired. Where an organisation is named on the application, that organisation shall also be bound by these Conditions of Hiring and its authorised officer shall sign the form.

Normally a minimum of 14 days' notice is required before the commencement of any letting, but this may be waived providing that the Site Manager is in agreement and that all other Conditions of Hire are complied with.

For individual functions a deposit is payable in addition to the hire charge at the time of signing the Hiring Agreement. This deposit is returnable after the function subject to the provisions of clause 4 and 8 below.

2. Hire Charges

The Academy will determine hire charges annually and details of charges are available from the Business Manager or Community Manager. In the case of long-term lettings any changes will be notified to the organisation or individual concerned in writing, with one month's notification.

All lettings must commence and finish at the times agreed and any preparation or rehearsal time for any event must be booked and paid for. The session times agreed at the time of booking shall

be deemed to include time for preparations, rehearsals and for clearing up. All functions must terminate by 11.45 p.m. and all persons must vacate the property by 12 midnight.

All charges are to be paid a month in advance and payment should reach the Business Manager by the last day of the preceding month. In the event that these terms are not met then the Governors reserve the right to terminate the letting with immediate effect.

3. Other Facilities

The kitchen is available for hire including dining furniture providing a member of the kitchen staff is available and is paid to be present to supervise its correct use.

The piano may be used only if formally booked and paid for in advance at the session rate applying at the time.

4. Cancellation by the Hirer

Cancellations must be notified to the Business Manager in writing as soon as possible. Late cancellation with one week's notice or less will be subject to payment of 50% of the expected hire charge.

5. Cancellation by the School

The School has priority use of all accommodation over any booking and the Governors reserve the right to cancel any letting with one week's notice or to offer alternative accommodation to the hirer.

6. Sale of Alcohol

The governors permit the sale of alcohol from a properly conducted bar providing that the hirers obtain their own Temporary event licence from the appropriate authorities and all current regulations are complied with. A copy of the licence must be provided to the Business Manager.

The hirer shall be responsible for ensuring that good order is maintained on the premises during the hire period, including making any necessary arrangements to prevent unauthorised entry to the function.

Under no circumstances should illegal drugs/non prescribed drugs of any kind be brought on to the premises.

7. Failure of Equipment or Services

The School shall not be liable for any loss by the hirer or others resulting from failure of the School's equipment or services, nor as a result of any event outside the reasonable control of the School that may cause the premises to be temporarily closed or the letting to be interrupted or cancelled.

8. Liability for Loss, Damage or Injury

The hirer shall be liable for any loss or damage to property or injury to persons that may occur on the School premises where such loss is associated with the letting.

Any deposit paid at the time of booking will be held by the School until after the function and then it will be returned to the hirer provided that: -

- There has been no damage or breakages to School property
- The rooms or grounds used have been left clean and tidy
- The function has ended on time with all the clearing away completed within the period of hire.

Should these conditions not be met, then the School shall assess what costs it has incurred and shall deduct such costs from the deposit. Costs in excess of the deposit will be invoiced to the hirer who should pay these costs in full within seven days.

9. Insurance

The Governing Body cannot accept responsibility for loss or damage to property or injury to persons that may occur on the School premises where such loss is associated with the letting. As such the hirer should provide their own insurance cover and show the document of cover to the school.

10. Health & Safety

The hirer shall be responsible for the safety of his/her group and must make himself/herself aware of health and safety issues as they affect their group, for example the location of fire exits, as well as conducting any necessary briefings.

The safety of any additional equipment brought in by the hirer is entirely the hirer's responsibility and, where necessary, this equipment must comply with current safety standards. This is particularly important with electrical equipment, which must have been subjected to an annual safety check in accordance with current regulations.

Any set used for theatrical productions must conform to current fire regulations.

No exits or corridors shall be obstructed or fire appliances removed or tampered with.

11. The Protection of Children Act 1999 and other safeguarding measures.

The hirer shall confirm in writing by signing the Agreement Form that they are aware of their duty to abide by the requirements of the Protection of Children Act 1999 and other relevant legislation. **In particular those working with children/Vulnerable adults must have been the subject of a Disclosure check by the Criminal Records Bureau (DBS). The hirers Disclosure Number must be entered onto the application for hire form**

12. General

1. The delegated Community Manager is authorised to manage all lettings following their approval.

2. The delegated Community Manager is the only person authorised to handle keys.
3. No smoking is permitted on the premises at any time.
4. School furniture must not be moved except by arrangement with the Delegated Manager, and subject to the provisions of Clause 8 of these Conditions. All furniture must be replaced to its original position on completion of the letting.
5. The surface texture of the hall floors must be protected at all times and no alterations may be made. Under no circumstances may any substances be used on the floors without prior agreement.
6. The Delegated Manager will be available on site during the hire period.
7. Parking on the School premises is entirely at the owner's risk and no liability for any loss or damage will be accepted by the School.
8. Where the hire includes the school grounds, particular attention must be paid to the security of the access gates and unauthorised persons must not be admitted under any circumstances.
9. The school will be vacated by the hirer as per agreement or subject to a charge. The school will be vacated in a clean and tidy condition.

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