



Charging Remissions and Lettings Policy

MISSION STATEMENT

*In the footsteps of Jesus we strive to achieve excellence
in everything we do.*

Introduction

The school premises are the responsibility of the Governing Body of St. Michael's Catholic Primary School and no other person or body has the authority to permit organisations or individuals use of any part of the premises or playground areas.

The governing body delegates authority to allow use of the premises or grounds to the head teacher and such a decision is final. No reasons for refusing a request need to be given. No other individual governor or member of staff employed by the school can authorise a letting.

The school will not allow its premises to be used for political purposes if this would in any way promote unlawful discrimination.

Any use of the premises must not interfere with the delivery of the curriculum and the schools' needs will always take preference over any letting.

Currently the premises are not let to any organisation or individual.

The Parish

The Governing Body recognise and value the links with the parish and are willing to allow certain uses by bona fide organisations of the parish. The school does not have a public entertainment's license and is therefore restricted on the type of use to which the school hall is put.

The use of school facilities is at the expense of the school and there will be a scale of charges, dependent on the length of use, day of use and Site Supervisor costs.

Other Possible Users

Where the use of the premises is for the benefit of the school, a nominal rent may be charged at the discretion of the head teacher.

The premises will not be let to individuals for social events except by agreement.

Areas available to hire

All users of the premises should have adequate insurance cover against injury to persons or damage to the premises.

The school will permit the hire of the following areas:

- Hall
- Playground

AREA	CAPACITY
Hall	150 People
Playground	200 People

Insurance

All users of the premises should have adequate **public liability** insurance cover against injury to persons, both physical and psychological and/or damage to the premises.

Damage Bond

The Head Teacher may ask for a damage bond of £200 to be paid in advance of the letting, in addition to any other charges.

Health and Safety

- The users of the premises are responsible for informing those attending the function of the fire precautions and safety procedures for evacuating the premises.
- There must be a nominated person in charge of those present at all times to ensure safe behaviour and that no damage or disruption is caused to the building or its contents.
- Smoking is not permitted on any part of the school site.
- The hirer is responsible for cleaning and hard surfaces that have been used as part of the hirer with a suitable virucidal disinfectant cleaner

The school will undertake a risk assessment with the hirer to ensure health & safety is followed.

Cancellation

The school reserves the right to cancel bookings without notice, to enable essential maintenance to be carried out or if the premises becomes unsafe or unusable for whatever reason.

In addition, the school reserves the right to cancel any agreed hiring with a minimum of 28 days' notice. The school may also have to cancel a booking should the Site Supervisor or the person acting as Site Supervisor becomes ill or needs to self-isolate due to COVID-19 at short notice. The school will endeavour to give as much notice as possible to the hirer in the situation.

A full refund will be issued if the school cancels the booking. 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 hire with a minimum of 28 days' notice. If less notice than this is given, the licensee shall not be entitled to a refund.

Charges

The scale of charges for use is at the discretion of the Head Teacher, but **will** include a contribution to energy and Site Supervisor costs.

The number and type of lettings will be reported to the Finance and Premises Committees and a scale of formal charges agreed on an annual basis.

Other Charges

No charges are made for any school activities. However voluntary contributions are requested for the following reasons:-

- Juice and biscuit funds for nursery children
- Cooking activities
- Educational visits
- Residential visits
- Governor fund contributions

The following items are sold by the school:

- School dinners (staff)
- Water bottles (replacement only)

The school charges for the following services:

- Breakfast club - £2.00 per day, siblings £1.50 per day and FSM children £1.00
- Parents are asked to pay for lost/damaged books.

Lettings to Other Possible Users

To protect both the School and hirers of the school we are required to issue 'General Conditions of Use' to which the hirer must agree to abide. If you have any queries or concerns as to the points raised within the lettings documentation and how this applies to your request for use, please do not hesitate to telephone the school. School Telephone number is: 0208 472 3964

School use of the building is prioritised and then Local authority Directed use; Parish activities; then other lettings. Directed use refers to use by Electoral services (polling station), Adult Education Service and other educational, youth or community organisations e.g. Music Service, PE School.

The Head Teacher will authorise letting of the building in keeping with the ethos of the school.

The school will hire the building for the following purposes at the discretion of the Headteacher.

Application Process

Those wishing to hire the premises should fill out the hire request form, which you can find in appendix 1 of this policy, and read the General Conditions of Hire terms and conditions. The hirer should fill out and sign the hire request form and submit it to the school office. Approval of the request will be determined by the Head Teacher.

If the request is approved, we will contact the hirer with details of how to submit payment and make arrangements for the date and time in question. The hirer will need to provide proof of its public liability insurance.

We reserve the right to decline any applications at our absolute discretion, in particular where the organisation does not uphold the values of the school, reputational damage may occur, or the activity does not adhere to the latest government safety advice.

General Conditions of Hire for the use of the School Premises

The following terms and conditions must be adhered to in the hiring of the school premises. Any breach of these terms will result in cancellation of future hires without refund.

Application and Cancellation

1. "Hirer" means the person or entity identified in the relevant hire request form.
 2. All applications for hire of the school's facilities must be made on the 'Application for Hire of School Premises and Agreement of Use Form', ideally at least 28 days before the proposed period of hire. Applications must be submitted to the School Business Manager. The School reserves the right to refuse any application.
 3. 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.
 4. For a block booking the fees must be paid at least 14 days in advance of use, on a termly basis. Invoices will be submitted at the end of each term for charges relating to the following term. If the period of hire commences during term time the initial invoice will be for a minimum of 4 weeks of hire.
 5. For the booking of a single session the fees must be paid at least 14 days in advance of use.
 6. Any booked use which exceeds the booking time will be charged for to cover caretaking costs and may be taken from the damage bond.
 7. In the event of fees not being paid in accordance with the conditions above all future bookings may be cancelled by the Governors without prior notice to the hirer.
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8. The scale of fees for lettings shall be determined by the Head Teacher. The charges include the use of furniture only within the area hired (unless specifically detailed otherwise). Any complaints will be subject to the school's complaint's policy
 9. 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.
 10. The hirer shall not sub-licence any of the premises under the licence. Should the hirer do so, the hiring agreement will be cancelled immediately. No refund will be issued for any balance of fees previously paid. The hirer and sub-hirer will be excluded from the hired premises.
 11. The hirer shall not use the premises for any purpose other than that agreed upon in the licence, as set out in the application for hire request form.
 12. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the licence.
 13. The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.
 14. 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. This includes implementing COVID-19 protective measures in line with the latest government guidance, or measures deemed necessary by the school's COVID-19 risk assessment (e.g. increasing ventilation and cleaning), and in line with your independent legal advice].
 15. The hirer must take out its own public liability insurance to the value of £10 million pounds with a reputable insurer approved by the school and, shall provide a copy of the relevant insurance certificate no less than 10 days before the start date of the licence.
 16. 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.
 17. 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
 18. 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.
 19. Any cancellations by the school before the date of hire and including on the date of hire will be refunded.
 20. Any cancellations by the hirer received with less than 10 days' notice will not be refunded. However the School may, at its discretion, return a percentage of the hire charge to the hirer.
 21. Cancellations must be received in writing by the School. The school does not issue keys to its premises. Any breach of security caused by the hirer that results in the need to replace locks or change security equipment will be charged to the hirer and the cost deducted from the damage bond.
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22. The hirer will read the emergency evacuation procedures available in school and be ready to follow them in the event of a fire or other similar emergency.
 23. 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.
 24. The hirer will clean any part of the premises used as part of the hire after use. In the event that the Site Supervisor has to clean the premises for more than 30 minutes or an external cleaning company has been used a charge will be made to the hirer.
 25. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior written agreement from the school.
 26. In the event of loss or damage occurring as a result of negligence or carelessness on the part of the hirer, or where the School has good grounds for presuming that the damage occurred at this time and was not reported, the School reserves the right to make a charge to the Hirer to cover the costs of repairing the damage and making good the loss. This cost will be deducted from the damage bond and any additional charges will be invoiced to the hirer. All invoices to be paid within 14 days.
 27. It is the responsibility of the hirer to ensure that adequate first aid provision is available at all times.
 28. It is the responsibility of the hirer to notify the school of any accidents occurring on the school premises for monitoring purposes.
 29. The Hirer shall **not** allow:
 - Any article of a dangerous or offensive character, any flammable materials or any naked flame to be brought onto the hired premises
 - Any animal (except properly trained guide dogs) to enter or remain on the hired premises and grounds, except by prior agreement
 - Any alterations to lighting arrangements or the introduction of any electrical equipment, without the prior written consent of the school
 - The use of chalk, polish or any other materials on the floors, walls or any other surfaces.
 - The wearing of unsuitable footwear that may cause damage to the floors and/or cause a health and safety risk
 - Any fixtures or decorations to be attached to the walls
 - If any rooms are rearranged that they be returned to their original setup prior to the commencement of the letting.
 - Any food or drink of any kind to be consumed in areas of the school except the hall or by prior agreement
 - Any smoking anywhere on the School premises/grounds
 - Any alcohol to be consumed anywhere on school premises
 30. Fire Regulations limit the maximum occupancy of the hall to 150. So the maximum occupancy of the hall is limited to 150 people
 31. **Use of the school kitchen is excluded from this agreement**
 32. 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.
 33. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
 34. The hirer will acquire all appropriate additional licences for any activities they are running, including those required for use of any third party intellectual property.
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35. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running. This includes a risk assessment for COVID-19.
36. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
37. The hirer and the individuals participating are responsible for adhering to the latest government guidelines on COVID-19 at all times.
38. The school's Charging Remissions and Lettings policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation letter issued by the school shall apply to and are incorporated in the licence.
39. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
40. 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.

Block Booking – End of Contract

Four weeks written notice will be given to hirer, should the school wish to terminate this contract. Any monies for weeks not used will be returned.

Safeguarding

The school is dedicated to ensuring the safeguarding of its pupils at all times. It is a requirement of hire that hirers abide by the schools' requirements in respect of safeguarding. Any failure from the hirer in this respect will result in the hire being terminated.

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.

The hirer is required to have appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide copies of these policies on request to the school.

The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact the Head Teacher as soon as reasonably practicable.

Review Date : September 2022
Next review date: September 2023



Appendix 1

APPLICATION FOR THE HIRE OF THE SCHOOL HALL

Name of Group/Organisation:	
Position in Group:	
Name :	Tel. No. (home)
Address:	
	Daytime Tel. No

Date(s) of Booking			
Time event Starts		Set up from	
Time event ends		Clear up by	
Number of people expected at event			

Equipment requests: Tables, chairs etc – please state number

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Is Alcohol being served	Yes/No
Is Alcohol being sold	Yes/No
If yes: School needs to see Licence	Ref No:
Is any form of gambling taking place	Yes/No
Is food being served	Yes/No

The playground area is **NOT** to be used during this function expect in case of emergency.

I declare that I have viewed the accommodation and furniture available at St Michael's School Catholic Primary School in connection with my hiring of the premises on _____ and they are to my satisfaction.

The hall is let subject to the following conditions:

- All rubbish is collected in black bin liners and disposed of.
- The hall is left in a clean and tidy condition.
- Children are not permitted to run around the outside of the buildings or the playgrounds.
- Notice from people or music must be kept to an acceptable level.
- Damage or breakages must be paid for.

I hereby agree to be bound by, and conform to terms and Conditions of Lettings, a copy of which I acknowledge to have received.

I acknowledge that I have been informed that I, or the organisation on whose behalf I am making this booking, should have insurance to cover public liability as the booking is not covered by the school's public liability insurance.

I have attached a copy of my public liability certificate.

I declare that I am 18 years of age/or over and that the booking is made solely on behalf of the organisation named above.

Signed:

Name:

Position:

Date:

On behalf of the school:

Signed:

Name:

Position:

Date:

