

St. Theresa's Catholic Primary School

St. Theresa's
Catholic Primary School



LETTINGS POLICY

“We learn together, we play together, we pray together, we grow together in the love of God”

St. Theresa's
Catholic Primary School



Validation Grid

Title	Lettings Policy
Author	Barbara Costa
Associate Author	N/A
Committee	Finance
Target Audience	Parents, General Public
Stakeholders Consulted	Governors
Curriculum / Non Curricular	Non Curricular
Associated Policies / Documents	Finance Policy, Charging Policy, Premises Management Policy, Health and Safety Policy, Supporting Children with Medical Conditions and First Aid Policy, Asbestos Management Policy, Data Protection Policy, Child Protection and Safeguarding Policy
New Policy or Review of Existing Policy	New
Date of Submission	April 2024
Date for Review	April 2026

Headteacher

Barbara Costa

Barbara Costa

Chair of Governors

Fiona Kerin

Fiona Kerin

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1. Statement of Intent

St. Theresa Catholic Primary School recognises that its premises are valuable to the local community and as such, we are pleased to let the premises out to organisations within the local community.

Though we let the premises out, the school is aware that this can pose certain concerns, such as in terms of safeguarding, so this policy is to be distributed to all organisations that wish to let the premises and the conditions outlined within it must be followed at all times.

There is also important information that this policy communicates to organisations who let the premises from the school, such as health and safety matters and insurance arrangements.

2. Legal Framework

This policy has due regard to all relevant legislation and statutory guidance including, but not limited to, the following:

- Health and Safety at Work etc. Act 1974
- Health and Safety (First-Aid) Regulations 1981
- The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR)
- Counter Terrorism and Security Act 2015
- The UK General Data Protection Act (GDPR)
- Data Protection Act 2018
- Education Act 1996
- DfE (2015) 'Advice on standards for school premises'

- DfE (2023) 'Keeping children safe in education'
- DfE (2023) 'The Prevent duty'
- DfE (2023) 'After-school clubs, community activities and tuition: safeguarding guidance for providers'

3. Definitions

For the purpose of this policy, a **"letting"** is defined as any use of the premises by either a community group, e.g. a football club, or a commercial organisation.

The school will let out its premises; however, the letting arrangement will not interfere with the primary activity of the school, which is to provide a high-quality education and safe teaching environment.

Use of the premises for activities such as staff meetings, parents' meetings, Governing Body meetings, out of school hours learning support activities or any other extended services which support the raising of attainment and achievement, fall within the corporate life of the school. Costs arising from these uses are, therefore, a legitimate charge against the school's delegated budget.

When letting to commercial businesses, the school will first seek the permission of their LA and/or Diocese. Depending on certain conditions, the LA may recommend the school inform the DfE of the letting e.g. if the letting was during school time. The contact information for the DfE is: schoolsassests.capital@education.gov.uk.

4. Roles and Responsibilities

The Governing Body is responsible for:

- Reviewing this policy, and other relevant policies, to ensure lettings procedures reflect best practice.
- Agreeing fair prices for the use of the premises; these will reflect the condition of the facilities but remain competitive enough to be accessible to the wider community.

The Headteacher is responsible for:

- Ensuring compliance with the premises licence.
- Ensuring hirers follow the DfE's 'After-school clubs, community activities and tuition: safeguarding guidance for providers'.
- Appointing a designated premises supervisor.
- Liaising with the Governing Body to establish whether or not the proposed activity is suitable for the premises.
- Ensuring that the school has the correct insurance in place for hiring out the premises.
- Ensuring the school adheres to its Premises Management Policy.
- Reviewing and, where necessary, amending the school's Letting Premises Risk Assessment to help ensure the safety of the hirer and their visitors.
- Authorising any overtime by Site Manager in relation to lettings.

The School Secretary is responsible for:

- The day to day management of lettings; this includes, but is not limited to:
 - communicating with hirer
 - liaising with Site Manager
 - agreeing the booking and writing it in the school diary
 - checking the hirer has the appropriate public liability insurance/safeguarding checks etc.
 - invoicing the hirer
- Working with the Site Manager to ensure the premises are fit for use.
- Ensuring hirers familiarise themselves with the relevant school policies and procedures, e.g. the Fire Safety Policy and the Asbestos Management Policy.
- Reviewing the relevant safeguarding checks carried out by the hirer to ensure they comply with the school's policies.

The Site Manager is responsible for:

- Opening and locking up the building for the hirer.
- Assessing whether the activities the hirer is requesting could result in disrupting any asbestos and taking the relevant safety measures as a result.
- Ensuring the facilities and equipment requested are clean and in a good working condition for each hirer.
- Working with the hirers to ensure high levels of security are maintained.
- Organising any repairs and/or replacement of equipment.
- Notifying the hirer of any known asbestos in the school.
- Ensuring the hirer is made aware that CCTV cameras are installed within the school.

Hirers are responsible for:

- Ensuring the proper use of the facilities and equipment they have requested to use.
- Taking the necessary steps to ensure there is no damage to any equipment or furniture, or the building itself after use.
- Ensuring all related visitors and volunteers have signed in during their period of hire.
- Leaving the premises in a clean and tidy condition.
- Working with the Site Manager to ensure that the premises are secure after use.
- Obtaining adequate public liability insurance to a minimum of £5 million.
- Providing the school secretary with proof that they hold a current and relevant insurance policy.
- Obtaining all necessary safeguarding checks for all activities involving children, e.g. DBS checks, and providing proof of this to the secretary.
- Reading the school's safeguarding policies and procedures and ensuring they understand the rules and procedures detailed within.
- Adhering to the school's Letting School Premises Risk Assessment.
- Adhering to the DfE's 'After-School clubs, community activities and tuition safeguarding guidance for providers'.

5. Charges

5.1 The Governing Body is responsible for determining charges for the letting of the school premises – a charge may be imposed to cover the following:

- Costs of services (e.g. heating and lighting)
- Costs of staffing, including “on-costs” (e.g. additional security or caretaking)
- Costs of administration
- Costs of wear and tear
- Costs of insurance (if the school has arranged its own public liability insurance – see the hire terms and conditions)
- Costs of using the school’s equipment, if applicable
- Profit element, if applicable

5.1 Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the hirers involved.

5.2 The charge issued for each letting will be reviewed annually by the Governing Body.

5.3 The review of charges will take place in the Spring term, for implementation in the beginning of the next financial year, taking effect from 1 April that year.

5.4 The school requires a 10 percent deposit of the overall fee to be paid to the school to secure a booking.

5.5 The remaining amount will be paid to the school on or before the requested booking date.

5.6 Hirers will provide the school with at least five days’ notice before cancelling a booking.

5.7 If hirers fail to comply with paragraph 5.6, the school will keep the hirers deposit.

5.8 If the whole fee has not been paid, the school reserves the right to refuse the hirer entry to the premises.

5.9 In the event any fees are outstanding after the hirer has used the premises, their organisation will be barred from using the school facilities until the full amount has been paid.

5.10 There will be a grace period of 30 days for payment to be made, after this period, if a payment has not been made, the school will seek additional legal advice for payment to be recovered.

5.11 The hire charges for use of the hall/classrooms for after school clubs (open to pupils at St. Theresa’s), are as follows:

0 – 10 pupils	£10 per hour per session
11 – 15 pupils	£ 15 per hour per session
16 – 20 pupils	£ 20 per hour per session
21 + pupils	£ 25 per hour per session

OR 20% of the takings

+ VAT (if required)

This amount includes the use of the toilet facilities.

For one off events or evening events after 6pm, the hire charge for the hall/classrooms will be £50 per hour with a minimum let of 2 hours (this includes caretaking costs).

For all day hire at weekends for 5 hours or more the hire charge is £250.

This amount includes the use of the toilet facilities.

Any hirer who does not vacate the premises at the agreed time will be charged for the additional letting time.

6. VAT

In general, the letting of rooms for non-sporting activities is exempt of VAT, whereas sports lettings are subject to VAT (although there are exemptions to this under certain circumstances).

7. Managing Lettings

- 7.1 The Headteacher will delegate the day-to-day management of the lettings to the school Secretary and Site Manager. However, they will not be responsible for setting charges, this role stays with the Governing Body.
- 7.2 If the Headteacher has any concerns regarding the activities the hirers are conducting, they will consult the Governing Body and reach a decision together.
- 7.3 Organisations wishing to hire the premises will approach the Secretary, who will identify their requirements and clarify the facilities available.
- 7.4 The Headteacher will review the application; they have the right to refuse an application and interested parties should be advised that no letting should be regarded as "booked" until confirmation has been given in writing.
- 7.5 Confirmation will be sent to the hirer, setting out the full details of the letting and enclosing the terms and conditions of the hire agreement.
- 7.6 The hirer will be invoiced for the cost of the letting as appropriate in accordance with the Governing Body's charges decision.
- 7.7 The hirer will be a named individual and the agreement should be in their name, giving their permanent private address.
- 7.8 All lettings fees that are received by the school, will be paid into the school's bank account, to offset the costs of services, staffing etc. (which are funded from the school's delegated budget).
- 7.9 Fees can be paid by bank transfer or cheque. The hirer will state how they intend to pay in their application form.
- 7.10 The Secretary will provide the hirer with the relevant bank details.
- 7.11 Sub-letting of any kind is strictly prohibited. If the school receives any evidence pertaining to plans to sub-let, all bookings that the hirer has made will be cancelled.

8. Safeguarding

- 8.1 The school will ensure that appropriate safeguarding arrangements are in

- place when letting school premises or facilities that involve work with children.
- 8.2 Organisations submitting a lettings request involving working with children from the school for an afterschool club (3.30pm-4.30pm) will submit a copy of their current safeguarding training. They will follow the school's safeguarding procedures.
 - 8.3 The school will ensure that safeguarding requirements are communicated with the hirer prior to the letting. This will be included in the school's hire agreement document.
 - 8.4 Organisations submitting a lettings request involving working with children from 4pm onwards, will submit a copy of their safeguarding policy in addition to evidence of safeguarding training.
 - 8.5 Hirers will be expected to adhere to the DfE's 'After-school clubs, community activities and tuition: safeguarding guidance for providers'.
 - 8.6 Any safeguarding-related allegations against organisations or individuals who have hired the school premises will be managed in line with the school's Child Protection and Safeguarding Policy.
 - 8.7 Failure to comply with the school's safeguarding conditions will lead to the termination of the hire agreement.
 - 8.8 All hirers will state the purpose of the hire.
 - 8.9 When determining whether to approve an application, the Headteacher will consider the following factors:
 - The type of activity
 - Possible interferences with school activities
 - The availability of facilities
 - The availability of staff
 - Health and safety considerations
 - The school's duties with regards to the prevention of terrorism and radicalisation
 - Whether the letting is deemed compatible with the ethos of the school
 - 8.10 An application will not be approved if the hirer's purpose:
 - Is aimed at promoting extremist views.
 - Involves the dissemination of inappropriate materials.
 - Contravenes the statutory Prevent duty.
 - Is likely to cause offence to public taste and decency (except where this is, in the opinion of the trust, balanced or outweighed by freedom of expression of artistic merit).
 - 8.11 If any members of staff have concerns regarding the purposes for which the hirer is using the facilities, they will contact the Headteacher immediately.
 - 8.12 The Headteacher will file an incident report form if they have reason to believe that the letting has been used for political purposes not previously authorised, the dissemination of inappropriate material or any other purpose that contravenes the Prevent duty.
 - 8.13 Where an individual group is found to be promoting views in contravention of the school's Prevent duty, the person or group is guilty of an offence,

- under the Education Act 1996, the school will contact the police or school security who will remove the person or group from the school premises.
- 8.14 All hirers will read and review the school's Child Protection and Safeguarding Policy.

9. Asbestos

- 9.1 The school's Asbestos Management Policy will be available to hirers.
- 9.2 The Site Manager will inform all hirers of any asbestos-containing materials (ACMs).
- 9.3 When approving the applications to hire the premises, the Site Manager and the headteacher will conduct a risk assessment to establish whether the requested purpose of use will disrupt any ACMs.
- 9.4 The Site Manager will ensure that the hirers have access to the school's asbestos management survey.
- 9.5 The Site Manager will ensure that the hirers have access to the school's Asbestos Management Plan.

10. Emergencies and Health and Safety

For after school clubs open only to St. Theresa's children, a trained first aider will be on site until 4pm to deal with any emergencies.

For other lettings:

- 10.1 The Site Manager and Secretary will undertake relevant risk assessments before activities are carried out on the premises to ensure the safety of the hirer and any additional visitors.
- 10.2 In case of an emergency, the on-site telephones can be used to call the emergency services.
- 10.3 The First Aid Team Leader will check first aid kits regularly to ensure their stock levels remain high and, where necessary, restock the first aid kits with the relevant items.
- 10.4 The Site Manager/secretary will show hirers where first aid kits are should they be required.
- 10.5 A first aider (provided by the hirer) will be on site at all times.
- 10.6 Smoking is not permitted on the premises at any time.
- 10.7 The hirer familiarises themselves with the school's Fire Risk Assessment and other relevant risk assessments before using the premises.
- 10.8 The Headteacher will make copies of the school's Fire Evacuation Plan available to the hirer on arrival at the school.
- 10.9 The hirer will be shown the school's fire exits and evacuation points by the Site Manager on arrival.

11. Using the Site out of normal school hours

- 11.1 The hirer will liaise with the Site Manager to ensure the school remains secure before, during and after use.
- 11.2 Hirers will be given an emergency contact number for the Site Manager in

- case of any security breach.
- 11.3 Keys/security codes will not be passed to any hirer or other person without written permission from the Governing Body.
- 11.4 The Site Manager will return to the site before the hirer leaves, to ensure the site is clean and secure ready for the next day.
- 11.5 The school uses a 'three strike' rule when handling noise complaints lodged against block booking hirers.
- **Strike one** – hirers will receive a verbal warning about their conduct on the school property and be warned that repeated offences will result in their booking privileges being suspended.
 - **Strike two** – hirers will receive a second verbal warning and a letter explaining that the school takes a zero-tolerance approach to any excess noise. This letter will outline that any fines for noise that the school is issued may be passed on to the hirer if there is sufficient evidence to do so.
 - **Strike three** – the hirer will be barred from booking the school premises for any activity for a period of two months. The Governing Body also expects the hirer to issue an apology to the school and complainant in writing.
- 11.6 The use of public announcement systems and loudspeakers must be agreed with the Headteacher and Site Manager, this agreement must include a maximum noise level which is not to be exceeded.
- 11.7 The school's car park is available to hirers during their time on the premises; there is limited space in the carpark. However, the school will not accept responsibility for any loss, damage or accident that may occur whilst the car park is in use.
- 11.8 The sale of alcohol beverages is not permitted without a Temporary Event Notice Application. Hirers may apply online here: <https://www.gov.uk/apply-for-a-licence/temporary-event-notice/barnet/apply-1> The temporary licence currently has a fee of £21. A hirer should obtain the licence one month in advance. The licence must be shown to the school before the event and displayed during the period of hire.

12. Equipment

- 12.1 Hirers will identify any equipment they require from the school and detail this in their application form; hirers must seek permission from the school to use any additional equipment once the form has been submitted.
- 12.2 The Site Manager will conduct an inventory of all the equipment that the hirer requests, noting its condition. The Site Manager will review this inventory after the hirer uses the equipment to ensure its proper use.
- 12.3 Furniture and fittings will not be removed or interfered with in any way unless permission has been granted by school. Where permission has been granted, the Site Manager will oversee the move.
- 12.4 If a furniture move has been agreed, the hirer and Site Manager will negotiate restoring the premises back to its original state.
- 12.5 Any damage to equipment, furniture or the building will result in the hirer

- being charged the cost of any repairs or replacements.
- 12.6 Any seating provided is limited to the number of chairs on the premises.
 - 12.7 Hirers are allowed to bring their own equipment on to the premises; however, they will be required to acknowledge this in their application form.
 - 12.8 The hirer will ensure that any equipment that they provide meets the relevant health and safety standards.
 - 12.9 The school cannot be considered responsible if any of the hirer's equipment is damaged, stolen or lost whilst being used on the premises.
 - 12.10 CCTV systems will be used to monitor events and identify incidents taking place whilst the premises are in use.
 - 12.11 Hirers will report any stolen or missing equipment to the Site Manager immediately.
 - 12.12 Food and drink may be prepared on the premises; however, hirers must seek direct permission from the school.
 - 12.13 The hirer will prepare food and drink in line with current food and hygiene regulations.

13. Data Protection

- 13.1 The school will adhere to the Data Protection Policy at all times.

Appendix I



Premises Application Form

**St. Theresa's Catholic Primary School, East End Road,
N3 2TD**

The school will process the data collected in this form in accordance with the UK GDPR and Data Protection Act 2018. For further information about how the school will process your data, please see our Privacy Notice for Third Parties, which can be accessed on the school website.

Details

Named individual

Company name

**Address
(for invoicing
purposes)**

Contact number

Email address

Deposit amount

Payment method

Requirements

Date of hiring

Time of hiring

Room(s)

Equipment needed

Details of any equipment you will be using on the premises	
Purpose	
Details of the event	
Will you be working with children and/or young people? If yes, have you attached a copy of your safeguarding policy and/or safeguarding training?	
Start time	
End time	
Expected attendance	
<p>By signing this document, I acknowledge that I have read, understood and agree to the terms of this Lettings Policy.</p> <p>I acknowledge that my signature confirms all the details in this application form are correct.</p>	
Signed	
Date	



Hire Agreement

**St. Theresa's Catholic Primary School, East End Road,
London, N3 2TD**

The school will process the data collected in this agreement in accordance with the UK GDPR and the Data Protection Act 2018. For further information about how the school will process your data, please see our Privacy Notice for Third Parties, which can be accessed on the school website.

Name of school	St. Theresa's Catholic Primary School
Name of the hirer	
Hirer's address	Line 1:
	Line 2:
	Town:
	County:
	Postcode:
Hirer's Telephone	Landline:
	Mobile:
Areas of the school to be used	
Specific nature of use	
Maximum attendance	

Details of any school equipment used	
Date(s) of hire	Date 1:
	Date 2:
	Date 3:
Period(s) of hire	Period 1:
	Period 2:
	Period 3:
Fee (specify per hour or per session)	£ _____ per hour/per session

The Governing Body agrees to hire the premises to the hirer on the date(s) and for the period(s) mentioned above, upon payment of the fee specified.

The hirer accepts all the conditions of hire as set out in the attached terms and conditions document.

The hirer's attention is specifically drawn to the indemnities contained in the hire conditions, and the need to ensure that suitable insurance cover is in place for any loss, damage or injury.

Hirer's signature	
Date	

Headteacher's signature	
Date	



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Guidance notes for Adults providing Extended School Activities (3.30pm-4.30pm)

Thank you for providing this valuable opportunity for our children. To ensure that everything runs smoothly for you, our parents and children, we are providing you with some guidance notes.

Before you begin your sessions or take on additional children please ensure that you have emergency contact details for parents and information about any medical issues or medication required e.g. asthma inhalers.

Could you please let a member of the office team know if you have a First Aid at Work qualification and are therefore able to deal with any accidents or other occurrences yourself.

Ensure you sign the school Visitor Briefing Document before you start your first session.

1. Please sign in and out for each session and wear a name badge.
2. Register children attending at the start of every session and leave your register on site.
3. You need to be in school from the time that the children are dismissed from class (3.30pm).
4. Contact the school immediately if you anticipate being late.
5. If your session takes place straight after school, it should not be necessary for the children to eat a snack.
6. All children should have a water bottle and are encouraged to drink water during the school day.
7. We expect the children to show you respect and behave for you as they would for their class teacher. If you have any problems with discipline, please speak to or leave a message for Mr Troy (Head of School) or Miss Costa (Executive Headteacher).
8. If a child in your class feels unwell please send him/her to the school office who will contact the parent for you.
9. If a child has an accident which you are unable to deal with please send one child to the office area to let someone know what has happened.
10. At the end of your session it is important that all children are dismissed individually into the care of the adult collecting them.

11. If a child is not collected on time it is your responsibility to contact the parent and remain with the child until he/she is collected.
12. Do not leave until all of your children have been dismissed.
13. If you have any safeguarding concerns, please inform, as soon as possible, a member of the safeguarding team (Miss Costa, Mr Troy and Mrs Folan)
14. Always leave the area you have used EXACTLY as you found it.