

ST ANSELM'S CATHOLIC PRIMARY SCHOOL

LETTINGS POLICY 2023/2024

Learning and growing together, through prayer, belief and love

This policy was presented to and approved by the full Governing Body on **18th December 2023**.

This policy will be reviewed annually



Headteacher	Signature Ms Huxford	Date 18.12.23
Chair of Governors	Signature Linda Barnard	Date 18.12.23
Review Date	December 2024	

ST ANSELM'S CATHOLIC PRIMARY SCHOOL

TERMS & CONDITIONS FOR LETTINGS

- 1 "St Anselm's" or "the School" also known as the Governors of St Anselm's Catholic Primary School of Roxborough Park, Harrow, HA1 3BE.
- 2 "The Rent" refers to the sum agreed per Hire Day to be received at least fourteen days before the Hire Day having taken place, as set out on the invoice rendered to the hirer.
- 3 "Hire Day/s" means a day or days on which a part of the School is hired to you as per your initial request or subsequent written amendment.
- 4 "Permitted Use" means the use of the Premises on Hire Days for such use as St Anselm's shall from time to time approve.
- 5 "Premises" means that area on hire and identified as part of St Anselm's Catholic Primary School, Roxborough Park, Harrow, HA1 3BE, together with the playground, surrounds and approaches thereto all which said premises are for the purpose of identification presented on the plan annexed hereto. It does **not**, unless expressly stated include use of all areas of the School.
- 6 Words importing one gender shall be construed as importing any other gender.
- 7 Words importing the singular shall be construed as importing the plural and vice versa.
- 8 Obligations in this agreement concerning or involving possession, occupation or use of the Premises apply only on Hire Days.
- 9 Any reference to a statute or order shall include any statutory extension or modification or re-enactment of such statute or order and any regulations or orders made thereunder.
- 10 A letting is defined as any use of the Premises outside of the school day and not associated with the curricular, community or extra-curricular activities provided directly by the School.
- 11 Acceptance of a letting request **does not** give full-time exclusive use of all or parts of the premises or grounds.
- 12 Any equipment provided by the Hirer **MUST** be removed from the site or stored as agreed by the School, and **MUST NOT** restrict the use of the facilities by the School or other approved organisations.
- 13 A letting must not interfere with the activities of the School.
- 14 Letting charges will be set so as to cover all the costs involved and will not knowingly provide subsidy from the schools' delegated budget share.
- 15 Requests for use of the School's premises must be made in writing to the Headteacher who will identify their requirements and the facilities available (initial request form). These details may be shared with the Senior Management Team or Governors for agreement.
- 16 The School has the right to refuse an application without stating any reason and no letting should be regarded as booked until approval has been given in writing.
- 17 No public announcement of a letting should be made until the booking has been formally confirmed.
- 18 Once a letting has been approved a letter of confirmation will be sent to the Hirer, setting out the full details of the letting, enclosing a copy of these terms and conditions and requesting payment by BACS in advance of the booking. Payment is due within 7 days of the date of invoice. In the event of failure to pay the fee, the School reserves the right not to make the premises available.
- 19 **Name:**
such person will be responsible for payment of all fees or other sums due in respect of the letting to the Hirer and for the observance of regulations imposed by the School or their lawfully appointed agent.
- 20 The Hirer agrees to pay the Rent at the times and in the manner in which it is made payable without any deduction.

- 21 The Hirer agrees to pay promptly to the authorities to whom they are due all rates, taxes and outgoings relating to the Premises in respect of its use including any which are imposed after the date of this agreement even if of a novel nature.
- 22 The Hirer agrees on Hire Days to prevent as far as possible the creation of any new footpath over the Premises or anyone acquiring any other indefeasible right over any part of the Premises and any trespass on the Grounds and to inform St Anselm's of any persistent trespassing.
- 23 The Hirer demonstrates to the Governors that it has appropriate insurance to cover all its legal liabilities for accidents resulting in injuries to persons, including participants in the hiring activity, and/or loss of or damage to property, including the hired premises, arising out of the letting of educational premises. The Hirer must carry sufficient Third Party Liability insurance to satisfy LA recommendations (currently £1,000,000).
- 24 The Hirer agrees to peruse and agree the inventory prior to commencement of the hire event and to be responsible for and to keep the School fully indemnified against all damage, damages, losses, costs, expenses, actions, demands, proceedings, claims and liabilities made against or suffered or incurred by St Anselm's arising directly or indirectly out of; any act or omission of negligence of the Hirer or any person for whose acts the Hirer is responsible or; any breach or non-observance by the Hirer of the conditions or other provisions of this agreement or any of the matters to which this agreement is subject.
- 25 Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating the drilling of nails or screws into fixtures part of the school fabric will be permitted. In the event of any damage to premises or property the School shall make it good and the Hirer shall pay the cost of such reparation.
- 26 The Hirer shall be responsible for the prevention of overcrowding such as would endanger public safety and for keeping clear all gangways, passages and exits.
- 27 Where applicable the Hirer must adhere to correct adult to children ratios at all times. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct.
- 28 There is no legal requirement to provide access to a telephone within the school premises.
- 29 It is the Hirer's responsibility to make their own arrangements for provision of first aid cover i.e. trained personnel and provision of first aid kit. The school will need to be notified of serious injuries through a RIDDOR report and the serious injury report form – see Appendix 1 & 2 of the First Aid policy.
- 30 Lettings will not be made to persons under the age of 21.
- 31 When lettings involve access to children or vulnerable adults, all personnel involved must be DBS (Disclosure & Barring Service) checked as per DfE regulations and evidence of this provided to the School Office. The date of disclosure must be within the last 3 years. The Hirer is responsible for ensuring that all adults working with young people must be appropriately qualified and sports coaches must follow School guidelines and checks. They must also ensure that all adults have read and understood their safeguarding duties in line with KCSIE 2023 Part 1, as well as provide a risk assessment and copy of the Hirer's safeguarding statement.
- 32 The Hirer shall not, during the occupancy of the premises, infringe any copyright or performing right, and shall indemnify the School against all sums of money which it may have to pay by reason of an infringement or copyright or performing right occurring during the period of hire covered by this agreement.
- 33 The Hirer shall not sub-let to another person.
- 34 No intoxicants (e.g. alcohol) shall be brought on to or consumed on the premises without the prior approval of the governing body and Licence for the Local Authority (Hirer to obtain).

- 35 The School is a non-smoking area and tobacco is banned from the premises; as are any other inappropriate substances.
- 36 If activities involve outdoor use the Hirer should take reasonable efforts to ensure patron's footwear is cleaned before re-entering the premises.
- 37 All adults must, on arrival on school premises, sign in and wear a visitor lanyard at all times.
- ~~38~~ The Hirer shall ensure that premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising children until they are collected and ensuring named adults collect them.
- 39 In the event of an emergency, occupants must leave the premises by the nearest exit. The assembly point is in the MUGA. The Hirer must have immediate access to members' contact details. Use of the school telephone is available in the event of an emergency. One is located on the ground floor at Reception. Hirers are responsible for familiarising themselves with emergency exits and must ensure members are aware of evacuation procedures.
- 40 The Hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by the School annually) and that the letting may be cancelled provided that in each circumstance at least 28 days notice either way is given. It is the Hirer's responsibility to notify users of changes in dates or venues in writing at least a week in advance.
- 41 If the Hirer needs to cancel on the day eg. for adverse weather conditions, they must contact parents at least 2 hours in advance of the start time and liaise with the School to inform of all necessary collection arrangements.
- 42 The Headteacher will notify the Hirer of changes/cancellations. The decision in relation to whether the School is available, for example, following an emergency such as a failure of the heating system is at the sole discretion of the Headteacher whose decision is final. In such circumstances reasonable attempts will be made to reschedule the hire.
- 43 No food or drink may be prepared or consumed on the property without the direct permission of the School due to food hygiene regulations. All litter must be placed in the bins provided. Water is available from drinking fountains and classroom taps.
- 44 School equipment can only be used if requested in writing and its use approved by the School. An additional charge may be made for such use. The Hirer is responsible for the equipment's safe and appropriate use. The Hirer is liable for damage, loss or theft of school equipment they are using.
- 45 The Site Manager or Headteacher will resolve conflicting demands for the use of the premises with priority being given to school events.
- 46 The Hirer shall ensure that the number of persons using the premises does not exceed that for which application was made and approved.
- 47 The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated.
- 48 It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.
- 49 The School and its agents reserve the right of access to the premises during the letting. The School reserves the right to monitor activities from time to time.
- 50 The Hirer shall, at the end of the hire period, leave the accommodation in a reasonably tidy condition, all equipment being returned to the correct place of storage. If this is not adhered to an additional cost will be charged.
- 51 Any electrical equipment brought by the Hirer onto the school site must comply with portable electrical appliance testing requirements. Equipment must have a certificate of safety from a qualified electrical. This must be notified on the application.

- 52 All lettings are for the sole purpose of the activity booked. Additional activities/events by the Hirer must be applied for through the School.
- 53 A draft copy of any information to be distributed must be approved by the Headteacher at least one week prior to distribution by the Hirer. Such information may refer to the location as St Anselm's Catholic Primary School but should make no inference of any association with or approval from the School
- 54 The Hirer will not display on the Premises advertisement and notices without the written approval of the Headteacher.
- 55 The Hirer must agree dates with the Assistant Headteacher at least one week in advance of sending communications and flyers to parents.

HIRE OF PREMISES RATES 2023/2024

AREA	HOURLY RATE PER SESSION
Classroom	£11
ICT Suite	£11

The following areas will be hired on a sliding scale determined by the number of attendees, as set out below:

Hall
Playground - Front
Playground - Rear
MUGA

0 – 10 pupils	£11 per hour per session
11 – 15 pupils	£16.50 per hour per session
16 – 20 pupils	£22 per hour per session
21+ pupils	£27.50 per hour per session

ST ANSELM’S CATHOLIC PRIMARY SCHOOL

Initial Request Form to be completed by the Hirer

Name of Club/Organisation	Nature of Event
Name of Applicant	Date of Birth
Address	
Telephone Number	E-mail address

Hire Day/s Requested (please allow sufficient time for your preparation and clearing up)

Date	Start Time	Finish Time

Please provide details of all Supervising Adults and attach copies of DBS forms where applicable:

Name	Qualifications	DBS Dated	DBS Reference	Safeguarding Arrangements

Are other adults to be invited to support club/organisation activities? Yes No

Maximum number of participants:

Do you need use of School equipment? (Please specify)

Will you use your own electrical equipment? Yes No

If yes, please provide evidence of a safety electrical test.

The Hirer confirms that he/she has adequate and appropriate insurance cover for the activity to be carried out as per the School's terms and conditions of use and attaches a copy of their public liability certificate.

The Hirer confirms that they have made their own arrangements with reference to first aid as per the School's terms and conditions of use.

Please use the following space to provide any further information you wish the School to consider:

Signed..... Date.....

Name:..... (IN CAPITALS)

Position.....

HIRE AGREEMENT

(To be completed by the school)

1. The Governors of St Anselm’s Catholic Primary School at Roxborough Park, Harrow, HA1 3BE

2. The Hirer:

Of:

Telephone (including STD Code):

3. The Premises:

4. Date of Hire:

Period of Hire:

5. Fee: £

6. Use of Premises:

a. The Governors hire the premises to the Hirer on the date and for the period mentioned above in consideration of the fee referred to.

b. The Hirer accepts all the conditions of hire referred to in the attached conditions.

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

Signed on behalf of the Governors:.....

Signed on behalf of the Hirer:.....

NB Two copies of this form should be completed, signed and sent by the Hirer to the school at the above address with a cheque for the fee.