



# St Augustine's Catholic College

## Lettings Policy

### 1 AIMS AND PRINCIPLES

- 1.1 The Governing Body aims to promote the usage of college premises, grounds and facilities outside normal college hours for use by outside bodies subject to their not being required for use by any organised activities within the College. It is a basic principle that all college premises and facilities are provided for use in the curricular and extra-curricular life of the College, hence any use by external bodies, groups or individuals will always be of a lower priority than any internal use. Priority of usage is:
- 1.1.1 Use by the College for curricular or extra-curricular activities, college functions, governing body or fund raising events for the benefit of the College;
- 1.1.2 Use by the LEA or other colleges for the education and/or welfare of young people potentially free of charge or subject to reduced charges at discretion of the Governing Body or the Headmaster;
- 1.1.3 Use by registered youth organisations, registered charities, community groups or organisations;
- 1.1.4 Other uses not related to the education or welfare of young people or community life, such as business uses or private functions, etc.
- 1.2 This policy aims:
- To ensure that lettings are not in conflict with the fundamental purpose of the school
  - To support community involvement in the life of the school
  - To support the community in sporting, cultural and educational pursuits
  - To be consistent with the school's equal opportunities policy
  - To maximize the commercial opportunity for lettings
  - To ensure costs are fully calculated and covered
  - To provide a professional service to users of the school's premises and ensure good customer care
  - To monitor the maintenance of the high standards of the premises and grounds
- 1.3 The emphasis is to ensure staff are aware of their responsibilities and hirers' compliance with health and safety and insurance requirements. The policy is part of the Safeguarding and Health and Safety suite of policies.
- 1.4 Persons requesting the hiring of College premises or facilities will be called 'the hirer' for the purpose of this policy.
- 1.5 A letting is defined as any use of the college premises, grounds or facilities outside of the college day and not associated with the corporate life of the College. Uses associated with the college life are events such as staff meetings, parents' evenings, governing body meetings and extra-curricular activities organised by college staff.
- 1.6 Use of college premises or facilities organised by bodies formed with the sole purpose of supporting the College will be deemed use by the College. Use by other bodies associated with the College, eg clubs, associations, etc will be deemed to be use by external bodies.

- 1.7 A letting must not give full-time exclusive use of all or parts of the premises or facilities and must not restrict the use of the college premises or facilities by the College or other external bodies. A letting must not interfere with the primary activities of the College.
- 1.8 The freehold of the College is held on trust by Clifton Catholic Diocesan Trustees. The operation of the College and the management of use of the hired space are vested in the Governing Body of the College.

## **2 RESPONSIBILITIES**

- 2.1 Overall responsibility for school lettings is held by the Governing Body who monitor the policy through the Finance & Staffing Committee. The Head Teacher has responsibility to ensure adherence of the policy and practical responsibility for the policy is initially delegated to the School Business Manager in liaison with the Finance Officer.

### **2.2 Finance officer responsibilities**

- 2.2.1 To manage the day-to-day lettings of the premises and ensure effective communication between all parties concerned. To maintain accurate records for inquiries and bookings. To confirm bookings by letter and issue contracts. To maintain a booking chart. To maintain contact with hirers. To inspect insurance documentation. To consult with Caretaker, School Business Manager and Physical Education Department. To promote the facilities to the community.

- 2.2.2 To raise invoices and keep track of payment. To follow up any outstanding invoices. To initiate legal proceedings in the case of bad debtors after consultation with the School Business Manager.

- 2.2.3 To keep a diary of all lets.

### **2.3 Caretaker manager responsibilities**

To book Duty Site Staff for lets. To organise cleaners when necessary.

### **2.4 Duty site staff responsibilities**

To ensure facilities are as required by hirers. To monitor all hirers to ensure all aspects of the contract are being adhered to and that facilities are left ready for school use. To provide a professional service to users of the school's premises and ensure good customer care. To keep Caretaker informed as necessary.

### **2.4 Duty site supervisor responsibilities**

The Duty Site Supervisor is the College's representative and is responsible for staying on site throughout the period of hire and making sure that, before, during and at the end of the letting the following are adhered to:

- 2.4.1 That the premises are unlocked at the agreed time as stated on the Application for Hire Form and subsequently agreed by the College
- 2.4.2 That the premises are in a safe and satisfactory condition for the Hirer
- 2.4.3 That the premises remain secure during the let by regular patrolling and monitoring of the entrance(s) being used
- 2.4.4. That the premises are checked before and at the end of the let (with a representative of the Hirer) for damage and to ensure that they have been left in a neat, clean and tidy condition

- 2.4.5 That, where the same accommodation is hired by more than one group on the same day, the accommodation is checked between each letting
- 2.4.6 That, as far as practical, users of the site do not behave in a manner likely to cause injury to themselves and/or others, or to result in damage to the College or its contents
- 2.4.7 That, in the event of an emergency, appropriate assistance (e.g ambulance) is summoned. In the event of a fire alarm being triggered, ensuring that all persons follow the fire instructions in clearing the building
- 2.4.8 Duty Site Supervisors cannot change any aspect of these Conditions of Hire
- 2.4.9 Duty supervisors will do their best to ensure your event runs smoothly. On rare occasions things can go wrong. If they do we will do our best to put things right in a friendly and helpful manner
- 2.4.10 Our staff will treat you with respect and courtesy. We ask that our staff are treated the same way and are not insulted, abused or threatened

## 2.5 **School Business Manager**

To liaise with Finance Officer and Caretaker to ensure communication of any events/bookings arranged after school or the extended day. To provide The Head Teacher and Governors with full details of site users and any concessions arranged.

## 3 **CHARGES AND BOOKINGS**

All charges are to be reviewed annually and set at a commercially viable rate in consultation with the School Business Manager.

### 3.1 **Charges for Facilities**

Invoices are issued on a monthly basis for the hire of classrooms and other internal areas

### 3.2 **Facility bookings**

Sports Hall, hall and classrooms are let and invoiced on a monthly basis. The sports hall cannot be used for lets during exam periods or the day/evening before or after examinations.

### 3.3 **Staff requests**

Staff wishing to book the school's facilities will be offered a 50% discount on the full cost.

### 3.4 **Bookings**

Bookings for the facilities arise by direct contact to the school. Whilst every effort is made to accommodate all requests, the school and current hirers are given priority. Other considerations include the type of event, Staff availability, the number of other lets, coinciding and the suitability of our accommodation. Where hirers appear to have similar focus groups, wherever possible, the initial hirer will be informed, however the final decision regarding agreement to hire rests with the Governing Body.

## 4 **HEALTH & SAFETY**

- 4.1 No smoking is allowed on site. The school has a responsibility to work within the framework of the law. However, hirers must take all reasonable steps to prevent injury, loss or damage to any person or property for the duration of the let. Hirers are responsible for arranging any first aid provision for the members of their organisation. In the event of an emergency, first aid items are available in the foyer. The hirer should have a mobile telephone available at all times during the letting which can be used in the event of an emergency. H&S policy on evacuation outside normal hours is issued annually.

- 4.2 The school reserves the right to cancel any letting where the hirer fails to comply with health and safety issues.
- 4.3 The school requires any electrical items used to have a PAT certificate.
- 4.4 The School Business Manager, in consultation with the Caretaker, will monitor the number of people on site with regard to safety in the event of a fire and insurance.

## **5 SAFEGUARDING**

All hirers who provide activities for children and young people are required to complete the Application for Hiring Premises form which indicates they have a Child Protection Policy.

## **6 COMPLAINTS PROCEDURE**

In the event of a hirer being dissatisfied with the facilities or service, the school will investigate.

## **7 APPLICATIONS FOR BOOKINGS**

- 7.1 All applications should normally be addressed to the Head Teacher
- 7.2 All applications for a letting should be submitted in duplicate
- 7.3 The Head Teacher will approve college lettings
- 7.4 Following appropriate discussions with the Caretaker or other responsible person (and cook, if appropriate), the Head Teacher will pass the application form to the Finance Officer.
- 7.5 The appropriate charges will then be calculated in accordance with the Lettings Policy Charge Sheet. If all is well, the application form showing the approval and detailing charges to be met may be sent to the applicant for signing and return to the College. On receipt of the signed application, the Head Teacher will counter sign the application form and return to the Finance Officer, who will send one copy to the applicant and the second copy will be kept on records

## **8 CHARGES**

- 8.1 Charges should include the use of toilets
- 8.2 Charges for the use as a polling station are limited to the actual charge of making the premises available to the Returning Officer. The College should consult the latest guidelines with regard to this type of letting.
- 8.3 Where invoices are raised for lettings, the College will hold a copy within the finance department. Any invoices used should meet the requirements for a VAT invoice.
- 8.4 Receipts should be given for all fees paid and copies kept in the College financial records.

## **9 VAT ON LETTINGS**

Reference to the LEA VAT Manual and HM Customs and Excise publications should be made with regard to lettings.

## **10 FEE INCOME**

- 10.1 It is essential to ensure that income should as a minimum cover all expenditure associated with the hiring of the college facilities.
- 10.2 Fees should be received and banked for all lettings.

## 11 SAFEGUARDING AND CHILD PROTECTION

- 11.1 To ensure that all organisations who use the premises comply with the guidelines recommended by the Local Safeguarding Children Board and Department of Education (DoE)
- 11.2 The hirer should have clear safeguarding and child protection policies and procedures in place, which comply with current Government guidance.
- 11.3 The point of contact for access to the file of professional and character references of all staff that have contact with children.
- 11.4 A Child Protection Policy which includes specific arrangements for dealing with the event of a child being uncollected after the activity finishes.
- 11.5 Copies of CRB checks on all staff before they are left unsupervised with children.
- 11.6 A record of appropriate qualifications and registrations held by staff.
- 11.7 Registration details with an appropriate registered body as applicable.
- 11.8 The Hirer will liaise with the college in event of any concerns arising about safeguarding or child protection.

## 12 FIRE AND SAFETY PRECAUTIONS

- 12.1 The Hirer will be issued with a copy of the college Health & Safety Handbook.
- 12.2 The Hirer should be aware of the position of escape routes, fire alarms, fire fighting equipment and the arrangements for emergency assembly areas. The designated emergency assembly point is THE PLAYGROUND. Organisers of any activity must ensure that, as far as possible, an accurate list of those present is available as a roll call in case of fire.
- 12.3 Before using the premises Hirers are responsible for checking, and Head Teacher and Governors for ensuring that:
  - 12.3.1 Escape routes are unlocked and unobstructed internally and externally and that all doors are easily and immediately operable from the inside
  - 12.3.2 Safety lighting is working satisfactorily
  - 12.3.3 Seating and gangways are arranged in accordance with safety rules
  - 12.3.4 Fire fighting equipment is available for immediate use
  - 12.3.5 The maximum permitted number to be admitted is not exceeded
  - 12.3.6 The Hirer is familiar with the layout of the building
- 12.4 In the event of a fire the person in charge of the hired premises is responsible for the calling of the Fire Brigade when the alarm sounds.
- 12.5 If there is a fire, or the fire alarm sounds, everyone should leave the building ensuring that all doors are closed after they have been passed through. All persons should go to the designated assembly area – The playground- where a check on those present should be carried out – either by using the list of attendees or by individual enquiry.
- 12.6 If anyone is missing, an organised search should be initiated. The officer in charge of the Fire Brigade should be met immediately on arrival and informed of the position. With the exception of those carrying out an organised search for missing persons, no one should be allowed to re-enter the building until authorised by the Senior Fire Brigade Officer present. **No search**

**should be undertaken if a fire has taken hold of the area concerned. This should be left to the Fire Brigade.**

- 12.7 There may be an opportunity to use the nearest fire extinguisher to attack the fire or keep it localised. Care should be taken to ensure that the type of fire extinguisher is appropriate for the fire involved. Please refer to the college Health & Safety Handbook. **However, fire fighting is always secondary to safety of life.**
- 12.8 After the letting the responsible person, whether the caretaker or another authorised person, will check there are no apparent fire risks. At the end of the letting hirers should therefore ensure that all electrical appliances, gas and water taps are turned off, and that isolating switchers, where installed, are off. Doors and windows should be closed and any special fire instructions adhered to. Should it be necessary to leave a kiln on for firing, the responsible person must be told and appropriate arrangements made for emptying the kiln in due course.
- 12.9 It is illegal to smoke (including e-cigarettes) on any part of the college premises.
- 12.10 Fireworks are not permitted on the college site.
- 12.11 The Hirer must secure the preservation of the law and order and take all reasonable steps to prevent injury, loss or damage to any person or property on all occasions during the hire.
- 12.12 Permission to use the premises will not be granted if in the opinion of the college, it is likely that the let would create unreasonable disturbance or inconvenience to the residents in the neighbourhood or would interfere with any existing occupations or college activity.
- 12.13 Where permission has been granted to enable the premises to be used for the purposes of a youth organisation, no member of that organisation may enter the college unless the Hirer (or representative) is present on the premises and members of the organisation may remain on the premises only as long as the hirer (or his representative) is present.
- 12.14 The security alarm system will be set for all areas not hired. This will not in any way impede the use of the premises hired or emergency escape routes. Organiser responsibilities
- 12.15 Each let should appoint a responsible person to be in charge in the event of any emergency. This responsible adult must ensure all members are registered and checked to be safe at the assembly point. **If any person is missing, they are responsible for advising the evening site supervisor immediately on ????.** Fire evacuation routes are displayed and must be followed. Organisers should ensure no fire exit or corridor is blocked.

### **13. VANDALISM**

Misuse of fire extinguishers is unacceptable; it is a criminal offence. Misuse is potentially dangerous and may threaten everyone's safety. Any person caught misusing fire fighting equipment will be charged £50 (the cost to refill an extinguisher). Our community police officer will be informed and a meeting arranged.

### **14 DAMAGE TO PROPERTY**

- 14.1 The Hirer shall repay to the Governors any additional costs, whether for staff or premises, resulting from the misuse and/or damage of the premises and/or grounds resulting from their use by the hirer before, during and after the period of hire if in relation to or because of the hiring.
- 14.2 The costs of reinstating grounds and reinstating or replacing any part of the premises or any property in or on the premises and grounds which shall be damaged, destroyed, stolen or removed will be certified by a member of the Royal Institute of Chartered Surveyors whose certificate shall be conclusive.

**15 INDEMNITY**

- 15.1 Hirers shall indemnify the Governors against all claims, demands, actions or proceedings in respect of goods or clothing or of the death or injury of any person which shall occur during, before or after the period of hire if in relation to or by reason of the hiring. Provided always that this indemnity shall not apply in the event of any negligence on the part of the Governors, or Diocese, Local Education Authority, their agents or employees, or any defects in the premises or of an act of God or the Queen's enemies.
- 15.2 The hirer shall obtain insurance against its legal liabilities to third parties, with a limit of indemnity of at least £1 million.
- 15.3 Premises shall not be used for any unlawful purpose and there shall be deemed to be implied on the part of the hirer an undertaking with the Governors strictly to observe all statutory provisions and regulations imposed by the Justices of the Peace applicable to any letting, and to indemnify the Governors, Diocese, Local Education Authority, their agents and employees from all penalties, damages and costs which they may incur in consequence of any breach or default in complying with such provisions.
- 15.4 The hirer shall indemnify the Governors against all claims, demands, actions or proceedings arising out of the infringement of copyright, etc during the period of hire.
- 15.5 The hirer shall be responsible for ensuring that appropriate licensing requirements are met in respect of a letting at which charges are made admission and musical works are to be performed vocally, instrumentally or mechanically.

**16 RIGHT OF ENTRY**

- 16.1 Not to impede the Governing Body, the Diocese, the Headmaster or anyone authorised by them in the exercise of the Governing Body's and the Diocese's rights of possession and control of the College.
- 16.2 The Headmaster, Governors, and persons authorised by them, shall have free access to the hired premises in the pursuance of their duties.

**17 FAILURE TO OBSERVE CONDITIONS**

- 17.1 If the hirer shall fail to observe or ensure the observance by others of the provisions of these Terms and Conditions and any Notes attached to them, the governors may without notice end the hirer's rights under the agreement, and effect the immediate vacation of the premises and/or grounds.
- 17.2 Such a termination shall not release the hirer from any of the obligations under the agreement or affect any right which the Governors may have under the agreement or otherwise and the Governors shall be entitled to retain any money paid as a deposit and to sue for any balance outstanding.

**18 RESPONSIBILITY FOR PROPERTY**

- 18.1 The Governors shall not be responsible for goods, materials, clothing etc., brought into or left in the building by the hirer or persons acting on his behalf.
- 18.2 Cars are parked on the College premises at the owners' risk.

**19 STATUTORY REQUIREMENTS**

- 19.1 Public music, singing and dancing can only take place in premises that have a Music, Singing and Dancing Licence. Public performances are defined as those to which members of the general public have free access, normally on payment of an entrance fee. Hirers must ensure they obtain such a licence if necessary and that they observe the conditions therein. Amongst

other things there will be conditions limiting the hours during which such performances can take place and on the maximum number of persons who can be present in the licensed accommodation.

- 19.2 The requirements in connection with the issue of licences for public dancing, music or any public entertainment must be strictly fulfilled. A Hirer who is organising entertainment for children must have regard to the requirements of Section 12 of the Children and Young Persons Act 1993.
- 19.3 No musical works in the repertoire of the Performing Rights Society may be performed in public on the premises except on payment to the Society of the appropriate fee. It is the responsibility of the Hirer to ascertain whether works to be performed are in the repertoire of the Society. A list may be obtained from the Secretary of the Performing Rights Society Ltd., 29/33 Berners Street, London W1.
- 19.4 No lecture, play or opera, drama, musical or other work in which copyright subsists shall be delivered or performed on the premises unless the consent of the owner of the copyright has been previously obtained. No performance of any recording no disc or tape etc., in which any copyright subsists shall be given on the premises unless the previous consent of Phonographic Performance Ltd has been obtained by the Hirer. The Hirer must make his/her own enquiries as to the existence of any copyright.
- 19.5 Intoxicating liquor cannot be sold on the premises unless the hirer or person providing the bar facilities has obtained a licence from the Justices of the Peace. Such a licence must be shown to the Governors representative before the letting starts. The bar must be placed where young persons under the age of 18 cannot normally gain access. Should such access occur, all liability for any consequences of whatever sort shall be with the hirers.

## APPENDIX

### TERMS AND CONDITIONS OF LETTING

#### General

- 1 Educational and other statutory requirements take precedence over any other use. The Hirer must be over the age of 18 years; have completed the Application for Hire Form, have adequate Public Liability Insurance cover in place.
- 2 The Hirer is required to include preparation time and clearing up time on the Application Form. College premises are generally unavailable for hire during normal term college hours or later than 10pm. The College is not available for hire on Bank Holidays or between 24th December and 2nd January.
- 3 The Governing Body gives no warranty that the hired space is legally or physically fit or suitable for the hirer's purposes and the hirer must satisfy him/herself as to its suitability.
- 4 The Hirer should prevent the hired space being used in such a way which is unlawful or contrary to the doctrines of the Roman Catholic Church or which does or may cause a nuisance, annoyance or disturbance to others in the vicinity of the hired space or the College.
- 5 The Caretaker is responsible to ensure that the premises and facilities are in a suitable condition for the Hirer prior to any letting, that equipment required is available, and that no obstacles prevent the Hirer from the requested letting.
- 6 Premises are let as they normally stand, and no alterations or additions shall be made to lighting, heating or any furniture and fittings without the consent of the Governors or the person to whom the control of lettings has been delegated.
- 7 Stage lighting shall not normally be used unless special consent is given and a competent operator is provided. Governors can make a separate charge for this use.
- 8 The Hirer, on arrival, should report any damage, litter or disorder immediately to the Site Supervisor on duty.
- 9 The Hirer is responsible for ensuring the number of people on site during the period of hire does not exceed the number given on the Application for Hire Form.
- 10 The Hirer is responsible for leaving the premises hired in a clean, neat and tidy condition and must place rubbish in black bags, which must be deposited in the external refuse bins or taken off site.
- 11 The Hirer is responsible for the area of the premises hired and access and exit routes for the period of hire. The Hirer shall not assign or sublet the premises or any part of the premises.
- 12 All passageways, stairs and exits to which the public has access shall at all times be kept free from obstruction.
- 13 The Hirer is responsible for ensuring that the let finishes promptly. The College will charge for the extra costs incurred for any delay.
- 14 The Hirer agrees to pay the College on demand the cost of repairs or making good any loss or damage arising out of or incidental to the hiring.
- 15 Posters and placards will not be permitted on the premises except by prior consent of the Governors.
- 16 No bolts, screws, nails or tacks or any adhesive fastenings shall be used to fix anything to the wall or for any other purpose.

- 17 No adaptations, modifications or additions may be made to any part of the electrical installations in the College.
- 18 No article of any inflammable or explosive character or any article producing an offensive smell or any oil, electric, gas or other engine shall be brought into the accommodation.
- 19 Smoking is not permitted on the college site.
- 20 The Hirer shall be responsible for the maintenance of good order and behaviour during the letting. No intoxicating liquor shall be sold, supplied or consumed on the premises without previous consent of the Governors and, as appropriate, the Licensing Authority.
- 21 The college kitchen may only be used with the consent of the Governors and the attendance of a representative of the kitchen staff during the letting. Any charges for the use of the kitchen will be added to the lettings charge.
- 22 Attention is directed to the Children and Young Persons Act 1933 Section 12(1), which provides that when the number of children attending an entertainment exceeds one hundred, it should be the duty of the person providing the entertainment to provide an effective corps of properly instructed stewards to see that the number of the children attending does not exceed the proper capacity of the building, and to take all other reasonable precautions for the safety of the children.
- 23 Hirers are still liable for the cost of the letting if a booking is cancelled after 9.30 am on the day of the letting or, for a weekend letting, after 2.00 pm on the Friday preceding the weekend of the letting.
- 24 Consent to the use of the grounds may be withheld if the Governors consider the condition of the grounds are such that additional use may result in the inability of the College to provide sufficient playing space to provide for curricular use in accordance with the Standards for College Premises Regulations.
- 25 The Hall floor, also those of the Sports Halls, Drama Halls and Gyms, are used by college students and therefore no substance is to be applied to the floors.
- 26 No footwear liable to damage floors and floor coverings should be worn in the college buildings.
- 27 Use of the College's facilities, such as audiovisual equipment, computers, photocopiers and music instruments is not generally allowed, however, application will be considered on an individual basis.
- 28 Dogs, other than guide dogs for the blind, shall not be allowed on college premises.
- 29 Parking is permitted in the playground (5 mph speed limit). Vehicles must not be parked where they would cause an obstruction. The College cannot accept liability for valuables or possessions that are lost or damaged in any way on or off the college premises.
- 30 When classrooms are hired, the Hirer is responsible for ensuring that the College's pupils' property, work or equipment is not interfered with in any way.
- 31 All furniture should be returned to its original position at the end of the let.
- 32 The College prohibits the use of fireworks.
- 33 No candles are permitted on site.
- 34 No smoking is allowed on the college site.
- 35 Refreshments may only be consumed in the dining hall. No food and drink may be served or consumed in the college hall or any other areas.

- 36 Authorised officers of the College may enter the premises at any time for any reason during the let.
- 37 The College may terminate the letting if the Hirer fails to comply with the Conditions of Hire or with Fire and Health and Safety regulations.
- 38 Any event deemed to bring the College's good name into disrepute can be cancelled at any time by the College.
- 39 The Hirer is responsible for carrying out a risk assessment. The College will require the Hirer to provide a copy of this assessment with the booking application form.
- 40 Should the Hirer need to call the emergency services during a let the staff member on duty must be informed.