

Christ the King Catholic Primary School



Making a difference by
Inspiring a love of life and learning
We build strong foundations within
God's loving hands

LETTINGS POLICY

Author		Mary Mainwaring	
Date approved by Resources Committee	Dec 25	Chair of Committee	Pete Walley
Date approved by Full Governing Body	Dec 25	Chair of Governors	Angela Willan
Start Date	Dec 25	Headteacher	Mary Mainwaring
Review Date	Dec 27		

Author/Person Responsible	Head Teacher – Mary Mainwaring
Date of Ratification	1 st Dec 25
Review Group	
Ratification Group	Resources Committee
Monitored By	Governors
Review Frequency	Every 2 years Subject to local education authority and/or national policy change
Review Date	Dec 27
Previous Review Amendments/Notes	September 2018
Related Policies	
Chair of Committee Signature	

Equality Impact Assessment (EIA) Part 1: EIA Screening

Policies, Procedures or Practices:	LETTINGS POLICY	DATE:	1 st Dec 25
EIA CARRIED OUT BY	Mary Mainwaring	EIA APPROVED BY	Mary Mainwaring

Groups that may be affected:

Are there concerns that the policy could have a different impact on any of the following groups? (please tick the relevant boxes)	Existing or potential adverse impact	Existing or potential for a positive impact
Age (young people, the elderly; issues surrounding protection and welfare, recruitment, training, pay, promotion)	No impact	N/A
Disability (physical and mental disability, learning difficulties; issues surrounding access to buildings, curriculum and communication)	No impact	N/A
Gender reassignment (transsexual)	No impact	N/A
Marriage and civil partnership	No impact	N/A
Pregnancy and maternity	No impact	N/A
Racial groups (consider language, culture, ethnicity including gypsy/traveller groups and asylum seekers)	No impact	N/A
Sex (male, female)	No impact	N/A
Sexual orientation (gay, lesbian, bisexual; actual or perceived)	No impact	N/A

INTRODUCTION

The Governing Body of Christ the King Catholic Primary School regards the school 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 school in providing the best possible education for its pupils, and any lettings of the premises to outside organisations will be considered with this in mind.

The Schools delegated budget will not be used to subsidise any lettings by community or commercial organisations. A charge will be made in respect of any lettings of the premises and any income retained by the School Governors to meet their responsibility of funding ten percent of building projects and capital repairs or other identified and appropriate projects approved by the full Governing Body. Costs to the School of lettings will be met from these funds and paid annually to the School.

CHARGES FOR A LETTING

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

- Costs of services (heating and lighting)
- Cost of staffing (caretaking and cleaning)
- Cost of Administration
- Cost of 'wear and tear'
- Cost of use of school equipment (where appropriate)
- Profit element

The specific charge levied will be reviewed annually, by the Resources Committee. See separate charges schedule

Parent Teacher Association events: Free

VAT

In general, the letting of the premises for non-sporting activities is exempt from VAT, whereas sports lettings are subject to VAT (although there are exemptions under certain circumstances). For specific lettings, clarification will be sought from South Gloucestershire Council Education Finance Department. Charges for use of equipment are subject to VAT.

MANAGEMENT AND ADMINISTRATION OF LETTINGS

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

If the Headteacher has any concerns about whether a particular request for a letting is appropriate or not, she will consult with the Chair of Governors who is empowered to determine the issue on behalf of the Governors.

THE ADMINISTRATIVE PROCESS

Organisations and individuals seeking to hire the school premises should approach the Headteacher or School, who will identify their requirements, clarify the facilities available and approve the letting.

Once a letting has been approved, a completed Lettings Application form (Appendix 1) will be sent to the hirer by the school, setting out full details of the letting and enclosing a copy of the terms and conditions and evacuation procedure (Appendix 2).

The letting should not take place until the signed Lettings Application form has been returned to the school. 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, and payment should be made in advance for one off lettings.

All lettings fees, which are received by the School, should be handed to the Chair of Resources Committee for banking into the Governors Bank Account.

PUBLIC LIABILITY INSURANCE

All hirers will be required to have Public Liability Insurance with a minimum limit of £5,000,000 and will be requested to provide information on the Hire Agreement form. If the hirer does not have public liability insurance the school can arrange and charge for a policy to cover a letting, through South Gloucestershire Insurance Manager, if reasonable notice is given.



CHRIST THE KING CATHOLIC PRIMARY SCHOOL

LETTINGS APPLICATION FORM

Part 1 Application Details (to be completed by applicant, please type or use ballpoint pen)						
Accommodation Facilities Required	Purpose of Hire	Day(s) of Week	Dates Required		Times Required	
			From	To	From	To
DO YOU WISH THE LETTINGS TO CONTINUE THROUGH SCHOOL HOLIDAYS?						
Name of applicant: Full postal address: E-mail address Tel Number I personally agree to be responsible for the fees charged in respect of this letting and I will observe the regulations outlined attached to this form which I have read and understood. I have current insurance which covers all my responsibilities to the public. I understand the Authority insurance does not extend to the hirer's responsibilities. Signature of applicantDate.....						
Part 11 Approval Dates (to be completed at the establishment confirmed)						
I recommend that this application is approved/not approved Comments: Signed _____ Date: _____ Designation _____			Date Caretaker informed: Yes Will the caretaker be required to be on active duty throughout the duration of the letting? YES NO <i>(Please delete as appropriate)</i>			
Part 111 FOR OFFICE USE ONLY						
Basis of charge						
Accommodation	Equipment	Hourly charge	Weekly charge	Yearly charge	VAT at 17.5%	Total
		£16.50				
Amount to pay						
Payment details						
Invoices sent on a monthly basis for payment for one month in advance Bank transfer to the Christ the King School Fund (ask school office for the banking information – email on school@christthekingprimary.co.uk)				Letting No.		

REGULATIONS FOR THE LETTING OF CHRIST THE KING GOVERNING BODY PREMISES

GENERAL

1. These regulations apply for the letting of all premises and grounds maintained by the Governing Body of Christ the King School (The Authority). In the case of the use of Education Authority premises required by the Act of Parliament these regulations apply so far as they are not inconsistent with the provisions of the Act concerned.
2. In these regulations the Governing Body means –
 - a) the Governing Body of a county school or voluntary school
 - b) in the case of an establishment other than a school, a person or group of persons designated by the Director of Education to administer the Authority's letting arrangements.

PROCEDURE

3. All applications must be on the form provided by the Authority and must be completed in full as required. Failure to do so may result in the application not being approved.
4. It is a condition of the letting agreement that if the let is for commercial purposes and regularly involving children & young people, and/or vulnerable adults that all necessary safeguarding (i.e. DBR, identity and qualifications (NB this list is not exhaustive) checks have been carried out. By signing this agreement the hirer is stating that these have been carried out and that they will keep the safety and wellbeing of their young people/vulnerable adults as the first priority of their business.
5. All applications must be made not less than twenty-one days before the proposed date of use... Where the proposed date of use falls within a school holiday, the application must be submitted not less than twenty-one days before the commencement of the holiday period. Applications for the use of playing fields for fetes should be submitted not less than two months before the proposed date of use.
6. Applications will only be accepted for a maximum period of one year between the first day of April of one year and the last day of March the following year.
7. The hirer must personally sign the application form and may not assign or sub-let the premises or grounds.
8. All lettings must be approved by the Governing Body who retains the authority to make the final decision on the approval or cancellation of any letting.
9. The Governing Body may cancel any letting at any time, but either the fee paid will be refunded or an alternative date offered, except in the case of misconduct.
10. No letting shall be considered approved or any charge confirmed until done so in writing by the Governing Body.
11. No person or persons shall use premises or grounds covered by these regulations without a current approved application form. Any person or persons who knowingly act in contravention of this regulation will be charged at the appropriate rate and refused permission to use any of the Authority's facilities in the future.
12. The Governing Body reserves the right to impose special conditions in respect of any letting, series of lettings or class of lettings in order to protect its employees or property.
13. The Director of Education in consultation with the Director of Administration and County Solicitor may exercise this right on behalf of the Authority or authorise any other person to do so. Special conditions will be notified to hirers and may include any requirement considered by or on behalf of the Authority to be desirable including (without prejudice to the generality of the foregoing) requirements as to fire precautions; security of persons or premises; the employment of security or other staff – the exclusion or admission of any person, persons or class of person or of any animal, animals or equipment; the giving of bonds or the effecting of insurance. The hirer may treat any special condition imposed after the booking as being accepted as a cancellation under Regulation 8.

CHARGES

14. All charges must be paid in advance on the date and by the method required by the Governing Body.
15. Charges will be made at rates which will be determined from time to time by the Governing Body and shall be liable to change without prior notification to the hirer. In cases where the incorrect charge has been quoted, the Governing Body reserves the right to charge the correct rate, although the hirer may consider the letting cancelled in accordance with Regulations.
16. The Governing Body does not undertake to refund any charge on cancellation of a booking by the hirer, unless twenty-eight days' written notice of the cancellation has been given in writing to the Governing Body.

CARE OF PREMISES

17. The hirer shall ensure that there is a responsible adult present and able to supervise at all times during the letting.
18. The hirer is required to pay the Governing Body to the cost of making good any damage to property which may be the result of a letting. The hirer is required to clear away any rubbish and leave the premises and/or grounds in the condition in which they were found. The hirer will be responsible for reimbursing the Governing Body for any additional costs incurred in cleaning the premises or clearing the grounds after a letting.
19. No desks, fixed furniture or equipment that may be in the accommodation hired shall be used or interfered with, without prior approval of the Governing Body. Standing on seats, furniture, window sills, etc. is not permitted. Fittings, fixtures or decorations of any kind shall not be permitted, other than purely temporary arrangements, which require no permanent fixings which would damage or disfigure any part of the premises.
20. Chalk, resin or polishing materials may not be used on floors.
21. The electrical and mechanical installations of the premises are not to be supplemented or altered, nor are any specialist equipment such as public address systems to be installed by the hirer except with the express approval of the Governing Body.

EQUIPMENT AND ACCOMMODATION

22. Specialist rooms and equipment (including gymnastic equipment, public address systems, stage lighting and pianos) are not included in the letting arrangements, unless specifically requested in the application form and approved by the Governing Body. Such applications must specify the name and qualifications of the person taking responsibility for their proper use.
23. Chairs installed in the premises may be used by special arrangement with the Governing Body, but the Governing Body does not undertake to provide suitable chairs or seats for the use by the hirer. Any furniture provided by the hirer must be removed immediately after the end of the letting.
24. The Governing Body does not provide first-aid medical facilities for hirers nor does it guarantee access to the public telephone system for calling assistance during lettings. Hirers should make their own arrangements in this respect.

CONDITIONS OF PREMISES

25. Whilst the Governing Body gives no guarantee as to the fitness, suitability or condition of the premises or grounds at the commencement of the letting, every effort will be made to see that they are in a reasonable state.
26. Where facilities booked by the hirer prove not to be available during the letting, the Governing Body will consider applications for refunds of a proportionate part of the letting charge; always providing that no such refund shall be given for facilities not included in the letting charge. The Governing Body's decision shall be final in respect of any refund made.

INSURANCE

27. It is the responsibility of the hirer to affect whatever insurance he/she considers he/she requires to cover his/her liabilities. Insurance elected by the Authority does not extend to a hirer's liabilities.

28. It is the responsibility of the hirer to effect public liability insurance for a minimum of £5 million to cover his/her liabilities. Insurance elected by the Authority does not extend to a hirer's liabilities.

PLAYING FIELDS

29. The Governing Body will be responsible for the final approval of lettings at playing fields and certain external recreational areas.
30. The Authority does not give any guarantee as to the standard of any pitch or field nor to the maintenance or improvement of this standard during the session. The hirer shall be aware of the state of any pitch or field upon submitting his/her application and such application will be deemed to be for the particular pitch or field as seen.
31. The head teacher shall deem whether any pitch or field is fit for use and this decision shall be final.

CATERING FACILITIES

32. Separate charges are made for use of school catering facilities in addition to those set out for use of accommodation in the Schedule of Charges. Where the accommodation hired includes school catering facilities, the following special conditions must be observed: -
- A member of the school catering staff must be present while the catering facilities are being used and the requirements of that member of staff must be obeyed.
 - There must be no smoking in any kitchen or by any person handling food or catering equipment.
 - School tea-cloths must not be used.
 - The kitchen and all equipment must be left as clean as it is found.
 - School crockery and cutlery must not be used except by special permission of the Client Group Officer (School Meals)
 - Tables must be covered before use and washed after use.
 - Any other special condition imposed by the Client Group Officer (School Meals).

LEGAL REQUIREMENTS

33. The hirer shall comply with the legal requirements concerning consumption of intoxicating liquor, music singing and dancing licences, theatre licences and copyright. The hirer shall be fully responsible for obtaining any licences or any other permission required, always providing that no such application shall be made without the prior approval of the Governing Body.
34. The hirer shall comply with Section 12 of the Children and Young Person Act 1933, that is to say where any play or entertainment is provided at which the majority of the persons attending are children, then if the number exceeds 100, it shall be the duty of the hirer to station and keep stationed wherever necessary a sufficient number of adult attendants properly instructed as to their duties, to prevent more children or other persons being admitted to the building or any part of it than can be safely accommodated there and to control the movement of the children and other persons admitted while entering and leaving the building and to take all other reasonable precautions for the safety of the children.
35. The hirer will to the best of his/her endeavours ensure that the requirements of the Race Relations Act 1976 (in particular the need to promote good relations between persons of different racial groups) be observed at all times throughout the letting.
36. The hirer is specifically forbidden to use, or allow the use of the hired premises or grounds for any illegal or immoral purpose and shall not carry on any activity so as to cause nuisance or annoyance to other users of the premises or neighbouring or adjoining premises.

COMPLIANCE WITH REGULATIONS

37. Failure by the hirer to comply with any or all of the foregoing regulations where applicable, whether intentionally or not, may be deemed by the Governing Body to be just cause for the immediate cancellation of letting or serves of lettings.

I have read and understood the above regulations

Signed _____ Date _____

Printed Name _____