

St Katherine's School

Lettings Policy

Policy Number SKP C 007

Next Review: September 2023

**Signed : Justin Humphreys
Headteacher**

Dated : 22.09.22

**Signed: William Harding
Chair of Governors**

Dated : 22.09.22

1. INTRODUCTION

1.1 This policy has been written recognising that the school/Trust may not legally subsidise non- school usage from the delegated school budget.

1.2 Many individuals and groups will approach the school with a view to hiring premises or grounds which are defined in the following three bands:

- Statutory users - Usage laid down by statute will not be frequent but must be accommodated at a rate to recover costs. The charging of a rent is prohibited by law
- Designated users - These should have priority of access except where a clash with statutory usage cannot be avoided. They should not be charged a higher fee than that which allows governors to recover the costs of providing the facilities
- Private users - Charges will be set and priority accorded within the governors' local lettings policy

1.3 Statutory users

1.3.1 Where it is established by statute that school premises may be used then other priorities must stand aside.

1.3.2 This does not preclude governors from setting a realistic letting charge to cover their costs. Statutory usage is defined as the following:

- Use of premises for polling stations or political meetings when a local or parliamentary election has been declared
- Official meetings of the parish or parochial councils
- Any other statutory purpose which may arise

1.4 Designated users

1.4.1 The designated user group is likely to be the largest to use educational premises and grounds.

1.4.2 It follows that charges should be set at a cost-recovery point and not at levels which could deter such usage.

1.4.3 Within this band the following groups are in order of priority of access to extended use of council premises:

- Within a school - the schools own activities - For example, governor, staff or PTA meetings, curriculum activities such as plays and concerts, fund-raising activities for school funds.
- Community education programmed activities - For example, council-sponsored adult education or youth service programmes, community education staff meetings or training courses
- Other community activities - For example, approved playgroups, recognised play schemes, Duke of Edinburgh's Award Scheme and non-profit making sports courses for school-age children
- Trust activities for purposes other than those already specified above.

1.4.4 Where there may be doubt over approval or recognition of groups, further advice will be sought from the Trust Auditors.

1.5 Private users

1.5.1 Those who are not defined as statutory or designated users are defined as private users.

2. PROCEDURES

2.1 All lettings must be approved by the Headteacher or Finance Manager.

2.2 All prospective hirers must complete a lettings form. Failure to do so may result in the letting not being approved.

2.3 The hirer must personally sign the lettings form and may not assign or sublet the premises.

2.4 A lettings form must be received at least 21 days before the proposed date of use. Where the proposed date falls within a school holiday, the lettings form must be received at least 21 days before the end of term. Lettings forms for the use of playing fields must be received at least 2 months before the proposed date of use.

2.5 A **risk assessment** must be provided/carried out (by the person wishing to use the establishment) on the activities they intend to carry out during the letting. If the person is not competent in carrying out a risk assessment, support from the Finance Manager or person responsible for Health & Safety in the school must be sought.

2.6 A 10% non-refundable deposit is required on receipt of the lettings form except for Sports Centre bookings which will be invoiced in advance.

2.7 All charges must be paid by the due date. For casual lettings, this is 7 days before the proposed date of use. For regular lettings, payment arrangements will be agreed before the beginning of the lettings.

2.8 The Local Governing Body will not refund any charge on cancellation of a booking by the hirer.

2.9 Applications and charges for regular lettings will be reviewed annually by the Local Governing Body.

2.10 The Local Governing Body reserves the right to cancel any letting at any time. Any fees paid will be refunded or an alternative date offered, except in the case of misconduct.

2.11 The Local Governing Body reserves the right to impose special conditions in respect of any letting, series of lettings or class of lettings to protect its property or employees. Any special conditions will be notified in writing to hirers before the deposit is paid.

2.12 A no smoking policy applies at all times within the school boundaries, including car parks.

2.13 No letting shall be considered approved or any change confirmed until done so in writing by the Local Governing Body, Headteacher or Finance Manager

2.14 Premises or grounds covered by these conditions must not be used without a current lettings approval. Any person who knowingly uses premises or grounds without authorisation will be charged at the appropriate rate and refused permission to use any facilities in the future.

2.15 The hirer must ensure that a responsible adult is present and able to supervise at all times during the letting.

2.16 Any children accompanying parent/carers as spectators and who are not directly participating in the letting activity, remain the parent/carers responsibility, and are to be fully supervised at all times and not allowed to access any other parts of the school buildings or grounds that do not form part of the letting.

3. EQUIPMENT AND ACCOMMODATION

3.1 The hirer must pay the school the cost of making good any damage to property that may ensue. It is the hirer's responsibility to note and advise any damage of facilities to the Lettings Caretaker before the letting commences. The hirer must clear all rubbish and arisings, leaving the premises in their original condition once the letting has finished.

3.2 Any desks, furniture or equipment in the rooms hired must not be interfered with without the prior approval of the Local Governing Body, Headteacher or Finance Manager

3.3 Standing on seats, furniture, window sills, etc. is not permitted. Fittings, fixtures or decorations of any kind are not allowed, other than purely temporary arrangements that require no nails, screws or other fixings that would damage any part of the premises fabric.

3.4 Chalk, resin or polishing materials may not be used on floors.

3.5 The lighting arrangements of the premises must not be supplemented or altered. Specialist equipment such as a public address system must not be installed by the hirer, except with the express approval of the Local Governing Body, Headteacher or Finance Manager

3.6 Specialist rooms and equipment (including gymnastic equipment, public address systems, stage lighting and pianos) are not included in the letting arrangements unless specifically mentioned in the letting form and approved by the Local Governing Body, Headteacher or Finance Manager. The hirer is responsible for their proper use by competent individuals, if approved.

3.7 The Local Governing Body does not provide first aid facilities for the hirer or guarantee access to a telephone for calling assistance during lettings. Hirers should make their own arrangements in this respect.

3.8 Chairs installed in the premises may be used by special arrangement. The Local Governing Body does not undertake to provide suitable chairs or seats for use by the hirer. Any furniture provided by the hirer must be removed immediately after the end of the letting.

4. GROUNDS

4.1 The Local Governing Body will consider applications to use the external site or playing fields and charge accordingly.

5. LEGAL REQUIREMENTS

5.1 The hirer must comply with the legal and licensing requirements concerning consumption of intoxicating liquor, music, singing and dancing licences, theatre licences and copyright. The hirer must not apply for licences without the specific approval of the Local Governing Body, Headteacher or Finance Manager

5.2 The hirer must comply with any legislation in force at the time of the letting. If the letting is for any play or entertainment, it is the responsibility of the hirer to station a sufficient number of responsible adults to prevent more people being admitted to the building than can be safely accommodated there, and to control the movement of people while entering and leaving the building, taking all reasonable precautions to ensure the safety of those people.

5.3 The hirer will ensure at all times throughout the letting that there will be no activity incompatible with the ethos of St Katherine's as a school, and its adherence to the following British values:

- Democracy
- The rule of law
- Individual liberty
- Mutual respect
- Tolerance of those of different faiths or beliefs

5.4 The hirer will ensure at all times throughout the letting that the requirements of the Equality Act 2010, including the need to foster good relations between people with protected characteristics and others, are met. Protected characteristics are defined in the Act as age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion and belief, sex, and sexual orientation.

5.5 The hirer is specifically forbidden to use, or allow the use of the hired premises or grounds for any illegal or immoral purposes 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.

6. INSURANCE

6.1 Insurance effected by the school does not extend to a hirer's liabilities. Therefore, it is the responsibility of the hirer to obtain public liability insurance cover of £5 million.

6.2 Evidence of the insurance must be shown to the School before the letting commences. A copy will be retained on file with regards to expiry dates of hirers insurance.

6.3 The Finance Manager can obtain insurance on behalf of the hirer via the Trust at a cost of 10% of the booking cost. This MUST be agreed with the school in advance of the booking taking place.

7. CONDITIONS OF PREMISES

7.1 While the Local Governing Body gives no guarantee as to the fitness, suitability or condition of the premises at the commencement of the letting, every all reasonable effort will be made to ensure that the premises are in a reasonable state.

8. COMPLIANCE WITH CONDITIONS

8.1 Failure by the hirer to comply with any of the above conditions, whether intentionally or not, may be deemed by the Local Governing Body to be just cause for the immediate cancellation of any letting or series of lettings.

SCALE OF CHARGES (2022/2023)

ROOM HIRE CHARGES FROM SEPTEMBER 2022

	Charge per hour (excluding VAT)
Theatre (Drama Studio 1, 2 and 3)	£25.00
After 6pm Friday, Saturday, Sunday	£35.00
After 11pm Friday, Saturday (Not available Sunday)	£45.00
Library	£25.00
Sixth form common room, Study Room	£20.00
Technology rooms, IT rooms, Drama Studios	£20.00
Classroom when no other room booked	£15.00
Classroom(s) in addition to one or more of above	£5.00
Conferences/Hospitality facilities/ The Leaf Restaurant Hospitality Student Dining Hall/Student Dining Kitchen	Please contact the School on 01275 373737
Refreshments	By Arrangement

*Use of sports apparatus, theatre lighting and sound and all other specialist equipment
is by arrangement only and involves additional charges*

Sports Centre and Outdoor charges from September 2022

Facility	Basic Rate per 55 minutes* (for advance block bookings)			Rate per 55 minutes with VAT* (not booked in advance)				
		Add 10% for PL Insurance (rounded)	Total with PL Insurance		VAT	Total with VAT	10% for PL Insurance (rounded)	Total with VAT& PL Insurance
Sports Hall	£26.75	£2.75	£29.50	£26.75	£5.35	£32.10	£3.20	£35.30
1 Badminton Court	£7.35	£0.75	£8.10	£7.35	£1.47	£8.82	£0.88	£9.70
Gymnasium	£15.00	£1.50	£16.50	£15.00	£3.00	£18.00	£1.80	£19.80

*Each session allows for 5 minutes 'changeover' time to secure all equipment and exit the playing area.

Rugby, Football, Hockey, Cricket on school pitches

£46.00 per game with changing facilities

£36.00 per game with no changing facilities

£20.00 for training and fitness sessions without changing facilities.

Wicket preparation and boundary marking are charged in addition at rates agreed at the time of booking (maximum £50).

Games cancelled due to the weather

Replacement dates may be chosen or a refund will be made at the end of the season.

*VAT 701/45

VAT is charged unless the period of a letting extends for a full playing season for the sport or for at least three calendar months, whichever is the less. There must be at least 10 individual hire periods occurring not less frequently than once a fortnight, except for breaks caused by school holidays. The sports club are required to be non-profit making to be eligible for the vat exemption.