

St Patrick's Catholic Primary School



School Lettings Policy

Date: May 2023

Review Date: May 2025

St Patrick's Primary School

Lettings Policy

We strive for excellence within a caring and diverse community, nurturing the Catholic faith, respecting each other, living, working and growing together as part of God's family.

Lettings Policy

1. All correspondence and matters concerning the hire of St Patrick's Catholic Primary school should be made to the School Business Manager. Charges will be made at rates that will be determined and approved annually by the Governing Body. See Appendix 4.
2. The hirer shall be the person who signs the application form, and will also be responsible for payment for the hiring. That person will be present (or will nominate a representative to be present) throughout the duration of the hiring, ensuring that the conditions of the hire are observed.
3. The educational premises are available to approved applicants for educational, social and recreational purposes. The hiring is subject to the availability of the premises and the priority use is as follows:
 - a) Any special event/activities organised by the school
 - b) Other users
4. Areas available for hire will be determined by the school.
5. The School Governing Body requires a site services officer to be on duty at all times during periods of extraneous use of the premises by external users.
6. The School Governing Body reserve to themselves and their officials, the right to enter at all times on producing evidence of their identity. The stewards or ticket holders are to be instructed accordingly by the hirer.
7. The right is reserved to cancel any hiring without notice where the School Governing Body considers it necessary to do so in the event of any outbreak or prevalence of infectious disease or any other cause outside of their control.

In the event of a hiring being cancelled as a result of the above circumstances, the hiring charge of any other fees payable for the remaining letting period will be refunded to the hirer. The School's Governing Body will not be liable to pay compensation for any loss sustained as a result of the cancellation.

8.

- a) The hirer will be responsible for the maintenance of good order during the hiring and for any loss or damage suffered by the school, including, but not limited to, damage to the premises and other property of the school during the time the premises are hired, whether by persons attending the premises or by vehicles used by such persons. The hirer agrees to pay the cost of reimbursement or repair as certified by or on behalf of the school for any damaged detailed above, subject to the terms of the insurance policy taken out as part of the hiring charge. The school will require a deposit of 50% of the value of the letting against breakages and excess cleaning charges to be paid seven working days in advance of the booking. This will be returned to the hirer within seven days upon a satisfactory inspection of the hired facilities by the school's site services offer.
- b) The above insurance policy does not provide cover for either meetings or rallies organised or held by political parties or professional entertainment promotions. In the event that the premises are let for either of the above activities, it will be necessary for the hirer to obtain their own public liability cover, which must include a property clause extension. A copy of the hirer's public liability policy will need to be provided to the school Governing Body for approval prior to acceptance of the letting.
- c) The school shall not be responsible for any damage to, or loss (including theft) of any property or goods brought, deposited or left in the premises. The hirer must make his/her own insurance arrangements to cover such items.
- d) The hirer shall indemnify the school and their officers for all actions, cost, claims, damages, penalties, expenses and demands arising out of or in any way connected with the letting. Also, any accident, loss or theft of, or any damage to property or injury to any person sustained as a consequence of the letting subject to the terms of the insurance policy taken out as part of the hiring charge.

9. The following are not permitted:

- a) No bolts, nails, tacks, etc shall be driven into any part of the hired premises or furniture thereof.
- b) No wax or powder preparation shall be used on any floors except those used as part of the normal cleaning process.
- c) The wearing of stiletto heels.
- d) Gas filled balloons, confetti or streamers, either inside or outside the premises.
- e) Inflammable materials or articles of an explosive nature.
- f) No animals, without the school's Governing Body approval.

- g) Any alteration, addition or variation to lighting or other electrical installation (except by prior permission of the site representative), heating, fittings, fixtures or other arrangements of the hired premises.
 - h) Butane or Calor gas canisters and articles which are dangerous or offensive are not to be brought onto the premises.
 - i) No furniture, apparatus or appliances may be delivered to the hired premises on behalf of the hirer or unloaded, placed in position and removed by the hirer or person employed by him/her for such purposes unless with the written arrangement of the site representative.
10. Alcohol shall not be sold on the premises. Alcohol may only be consumed in connection with appropriate functions organised under the authority of the school Governing Body or school management team. Authorisation will be withheld if, in the light of experience, there is likely to be any harmful effect on the functioning of the school on the next school day.

If permission is granted, the hirer must submit to the school Governing Body, the names and addresses of at least two stewards who have been nominated by them to attend the function and be responsible for the conduct of those present.

11. The school may not be used for cinematographic exhibitions, public music, music and dancing, boxing, wrestling, stage play or any purpose for which a licence may be required. In some cases, licences granted to individuals or organisations wishing to hire the school. Under such circumstances, approval for the use of the hired premises shall be subject to the appropriate licence(s) being granted and to the inspection of the licence(s) by the site representative prior to the date of the function.

No person shall give any exhibition, demonstration or performance of hypnotism on any living person at or in connection with an entertainment on school premises.

Authorisation will be withheld if, in the light of experience, there is likely to be any harmful effect on the ethos of the school.

12. The hirer shall vacate the premises by 8.30pm Monday to Friday, unless written authority (showing the time of extension) has been obtained from the school Governors and shall leave the premises in the same condition as they were found unless alternative cleaning arrangements have been made.

The hirer must ensure that their articles and property are removed half hour after the aforementioned times on the day of the hire. Any instructions given by the site representative in connection with the above must be observed.

In the event of any article or property belonging to the hirer or any contractor or other person being left on the school premises after the above period of time the school shall be entitled to remove the same and charge the hirer for the cost of doing so.

13. The seating accommodation provided is limited to the number of chairs and tables, the property of the school, that are on the premises on the day of the hire. Further provision may be made by the hirer at his/her own expense, subject to approval by the site representative and in compliance with fire regulations.
14. The hirer shall not use the premises, or permit them to be used for gaming or wagering other than lawful gaming carried out at the entertainment promoted for raising money to be applied for purposes other than private gain and complying with the provisions of the Gaming Act 1968.

Extracts from the provisions of the Act are included as an appendix to these regulations. It is the policy that no monetary prizes or awards shall be given at any such entertainment.

15. The Headteachers', domestic and staff rooms and kitchen are not available for hiring.
16. School furniture (other than chairs and tables for use in halls) shall not be moved except by arrangement.
17. The hirer shall not, during his/her occupancy of the premises, infringe any subsisting copyright or performing right and will be required to indemnify the school against all sums of money which the school may have to pay for any infringement of copyright or performing right occurring during the period of hire.
18. If portable stage lighting and spotlights are required, it must be clearly stated on the application form. Any operation of the spotlights and dimmers must be carried out by a competent person approved by the school.
19. All charges must be paid not later than the date of the function. No booking will be accepted later than seven days prior to the date required. Site representatives are not permitted to accept payment either in cash or on any other form for hire of education premises.
20. Hirers will be allowed to cancel or postpone bookings provided a minimum of seven days notice is given in writing to the school. 50% of the deposit plus any expenses incurred by the school through insufficient notice will be charged to the hirer.

21. The unhired part of the premises will be locked off.
22. The hirer shall, if called to do so by the school, furnish for approval a copy of the programme of any entertainment to be given by the hirer. In such a case no entertainment shall be given by the hirer except in conformity with a programme, which the school has approved. Failing approval of a programme, the hirer will be allowed to cancel the hiring in accordance with item 21.
23. The Governing Body endorse the principle of firm adherence to the right of free speech and reasonable access to public platforms for the purpose of that right, subject to the overriding need to ensure the safety of the buildings and public and to avoid the fomenting of racial hatred and discrimination. Accordingly, the right is reserved to refuse applications for the hire of the premises for a purpose or by an organisation where there is cause for apprehension that there might be a breach of the above policy
24. The Governing Body is not prepared to let land or buildings where it is satisfied that the safety of buildings and the public cannot be ensured; that the use will foment racial hatred, sex discrimination or homophobia: or that the use is by an anti-democratic or neo-fascist group or supporters of terrorism in general.
25. If the hirer commits a breach of any of these regulations during a hiring, the Governing Body reserves the right to terminate the hiring immediately and to refuse any further application from him/her for the hiring of the school.
26. Where the letting is related to activities for children e.g. sports, dance, crafts etc., then the hirer and adult helpers must provide current, original CRB documents (in person) to the School Office Manager, prior to the letting.

The hirer must hold contact details for all the children (name, address and the telephone numbers of at least two responsible adults).

27. In the event of a fire, accident or other emergency, the hirer will take full responsibility for the evacuation, safety and well being of all the children and adults. The hirer must have a clear written policy covering emergency procedures and must submit this to the School Office Manager, prior to the letting.

Prior to the letting, the site services officer will walk through the emergency exits and indicate the assembly points, and answer any questions the hirer may have regarding emergency protocol.

28. Where the hirer will use the school's facilities for the benefit of pupils of the school, the hirer may request charges be discounted or waived by completing the 'Fee Waiver Application Form.' See Appendix 5. Any such application will be considered at the governors' discretion.

Appendix 1

The following provision of Section 12 of the Children and Young Persons Act, 1933, must be strictly complied with:

- I. "Where there is provided in any building an entertainment for children, or an entertainment at which the majority of the persons attending are children, then, if the number of children attending the entertainment exceeds one hundred, it shall be the duty of the person providing the entertainment 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 to any part thereof, than the building or part can properly accommodate, and to control the movement of the children and other persons admitted while entering and leaving the building or any part thereof, and to take all other reasonable precautions for the safety of the children.
- II. Where the occupier of a building permits for hire or reward, the building to be used for the purpose of an entertainment he shall take all reasonable steps to secure the observance of the provisions of this section.
- III. If any person on whom any obligation is imposed by this section fails to fulfil that obligation, he shall be liable, on summary conviction, to a fine not exceeding, in the case of a first offence, fifty pounds, and in the case of a second or subsequent offence one hundred pounds.
- IV. A constable may enter any building in which he has reason to believe that such entertainment as aforesaid is being, or is about to be, provided, with a view to seeing whether the provisions of this section are carried into effect."

Appendix 2

The Representation of the People Act indicates that schools may not be used at any time as “a Committee Room for the purpose of promoting or procuring the election of a candidate”. The Act does not allow schools to be used on the day of the poll for the holding of public meetings in furtherance of any persons’ candidature at a parliamentary or Local Election.

Appendix 3

The following are extracts from Gaming Act 1968 relating to the use of premises for gaming carried on at an entertainment promoted for raising money to be applied for purposes other than private gains:

Part 1

Gaming elsewhere than on premises licensed or registered under part II of this act

Section 2. Nature of Game

- 1) Subject to the following provisions of this section, no gaming to which this Part of the Act applies shall take place where any one or more of the following conditions are fulfilled, that is to say:
 - a) The game involves playing or staking against a bank, whether the bank is held by one of the players or not;
 - b) The nature of the game is such that the chances in the game are not equally favourable to all the players
 - c) The nature of the game is such that the chances in it lie between the player and some other person, or (if there are two or more players) lie wholly or partly between the players and some other person, and those chances are not as favourable to the player or players as they are not to that other person.
- 2) The preceding subsection shall not have effect in relation to gaming which takes place on a domestic occasion in a private dwelling, and shall not have effect in relation to any gaming where the gaming takes place in a hostel, hall or residence or similar establishment which is not carried on by way of a trade or business and the players consist exclusively or mainly of persons who are residents or inmates in that establishment.

Part 4

Miscellaneous and supplementary provisions

Section 41. Gaming at entertainments not held for private gain

- 1) The provisions of this section shall have effect in relation to gaming which –
 - a) Consists of games played at an entertainment promoted otherwise than for purposes of private gain.
- 2) Section 2 of this Act shall have effect in relation to gaming, which this section applies as it has effect in relation to gaming to which Part 1 of this Act applies.
- 3) In respect of all games played at the entertainment which constitute gaming to which this section applies, not more than one payment (whether by way of entrance fee or stake or otherwise) shall be made by each player, and no such payment shall exceed 50p.
- 4) Subject to sub-section (7) and (8) of this section, the total value of all prizes and awards distributed in respect of those games shall not exceed fifty pounds.
- 5) The whole of the proceeds of such payments as are mentioned in sub-section (3) of this section, after deducting sums lawfully appropriated on account of expenses or for the provision of prizes or awards in respect of the games, shall be applied for purposes other than private gain.
- 6) The sum appropriated out of those proceeds in respect of expenses shall not exceed the reasonable cost of the facilities provided for the purposes of the games.
- 7) Where two or more entertainments are promoted on the same premises by the same persons on the same day, sub sections (3) to (6) of this section shall have effect in relation to those entertainments collectively as if they were a single entertainment.
- 8) Where a series of entertainments is held otherwise than as mentioned in sub-section (7) of this section –
 - a) Sub-sections (3) to (6) of this section shall have effect separately in relation to each entertainment in the series, whether some or all of the persons taking part in any one of those entertainments are thereby qualified to take part in any other of them or not, and
 - b) If each of the persons taking part in the games played at the final entertainment of the series is qualified to do so by reason of having taken part in the games played at another entertainment of the series held on the previous day, sub-section (4) of this section shall have effect in relation to that final entertainment as if for the words “fifty pounds” there were substituted the words “One hundred pounds”.

Appendix 4

Permit to use Educational Premises 2023-2025

SCHOOL St Patrick's Catholic Primary School, London E17 7DP _____

HIRER Name _____

Address _____

Telephone
No. _____

Email: _____

	Date required	No. hours	Date required	No. hours	Date required	No. hours	Date required	No. hours
School Hall								
ICT Suite								
Classroom 1								
Classroom 2								
Classroom 3								

	Charge per hour for community use	
	Weekday evening (to 6.30pm)	Weekend/School Holiday
School Hall	£30	£45
ICT Suite	£25	£35
Classroom	£20	£30

	Charge per hour for non-community use	
	Weekday evening (to 6.30pm)	Weekend/School Holiday
School Hall	£35	£50
ICT Suite	£30	£40
Classroom	£25	£35

Additional equipment and facilities such as chairs, stage and catering are available and charges will be calculated on a case by case basis. Any request for additional

equipment and/or facilities must be received by the school at least seven days in advance of the letting.

TOTAL £ _____

A 50% deposit must be made at the time of booking and collection of the full balance one month in advance of the date of hire. Cheques are to be made payable to St Patrick's Catholic Primary School. Your use of the premises will be subject to the conditions in the School

Lettings Policy Dated May 2023 and any other regulation stipulated by the Governing Body.

Headteacher on behalf of the Governing Body

Please sign and return a copy of this letter to acknowledge your agreement.

Signature: Name:

for and on behalf of

Appendix 5

Fee Waiver Application Form

SCHOOL St Patrick's Catholic Primary School, London E17 7DP _____

HIRER Name _____

Address _____

Telephone
No. _____

Email: _____

DISCOUNT REQUESTED

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REASON FOR REQUEST

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DECISION OF THE GOVERNING BODY

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Headteacher on behalf of the Governing Body

Signature: _____

Date: _____

Please sign and return a copy of this letter to acknowledge your agreement.

Name: _____

Signature: _____

for and on behalf of _____