



LETTINGS POLICY

Reviewed: April 2020

Next review due: April 2023

Date policy approved by
Directors and minuted:

Member of staff responsible: CFOO

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DEFINITIONS & GENERAL NOTES

1. **Previous Policies** – This policy supersedes any issued prior to the 1st September 2016.
2. **School** – Throughout this document, the term 'school' is used to refer only to schools within the Our Lady of Lourdes Catholic Multi Academy Company
3. **Lettings Custodian** - For the purpose of this policy, the words 'Lettings Custodian' refer to any individual who undertakes lettings duties, either paid or unpaid.
4. **Governing Body** – For the purpose of this policy, the term 'Governors' is used to refer to the school Board of Academy Representatives
5. **Headteacher** – For the purpose of this policy, the term 'Headteacher' is used to refer to the Headteacher, Head of School or Principal.

Section One – The Casual Lettings Policy

A. Introduction - Managing Facilities: Non-School Activities

- A1. The schools within the Our Lady of Lourdes Catholic MAC have much to offer to their local community through the use of their buildings and facilities. Such use of facilities can take place either during the normal school day or as is often the case, out of school hours. Equally, in making use of these facilities in a safe and effective way, the community is able to support the school in developing its' role as a vital and vibrant part of the community.
- A2. The main principles applicable to lettings are as follows:
- The schools within the Our Lady of Lourdes Catholic MAC can arrange casual lettings of their premises but in doing so, cannot enter into a long-term lease or licence with any outside body.
 - The schools within the Our Lady of Lourdes Catholic MAC must not subsidise the overall cost of non-school lettings from its delegated budget (individual users may be subsidised so long as the total lettings income covers all lettings costs at the end of the financial year).
 - A standard form, detailing the terms and conditions upon which lettings are made, should be completed for each letting in order to clarify respective responsibilities. (A combined application/invoice form for the purpose – Appendix 1. This should be used as a master to copy from).
- A3. The main objectives in letting the premises, are to maximise both income and community use, within the constraints of the operation of the school. All of the schools facilities are available for community use once agreement has been made as to the suitable purposes for which community groups wish to use the facilities

B. Local Authority In-Service Users & Emergencies

- B1. The LA may request a school within the Our Lady of Lourdes Catholic MAC to make its facilities available to other schools and other LA In-Service Users, for example, Youth Support and/or Extended Services. Where this is necessary, the LA recognises that host schools can expect to be re-imbursed costs only for such uses. This arrangement applies to normal LA business activities and non-commercial functions.
- B2. In extreme cases, the LA may request use of a school within the Our Lady of Lourdes Catholic MAC facilities for 'emergency' purposes, e.g. as a Civil Emergency Rest Centre in instances such as floods etc. The schools within the Our Lady of Lourdes Catholic MAC would comply with requests for use of this nature but again, where this is necessary, the LA recognises that host schools can expect to be re-imbursed costs only for such uses.

C. Safeguarding Children

- C1. The schools within the Our Lady of Lourdes Catholic MAC have a statutory duty under Section 11 of The Children Act 2004 to safeguard and promote the welfare of children. The key message being "Safeguarding children is everyone's responsibility". This means that key people and bodies must ensure two things. Firstly, that their functions are discharged having regard to the need to safeguard and promote the welfare of children, and secondly, that the services they contract out to others are also provided having regard to that need.

- C2. Furthermore, Section 11 of The Children Act 2004 requires Governing Bodies to have arrangements in place to safeguard and promote the welfare of children attending the school. All educational establishments are subject to inspection with regard to their responsibility to safeguard and promote the welfare of children. Performance is judged on procedures and their effectiveness in terms of safeguarding children from harm.
- C3. Although in almost all casual lettings cases the schools within the Our Lady of Lourdes Catholic MAC will not actually be contracting the services of hirers, it is nonetheless allowing its premises to be used for activities that may involve children. Therefore, under this legislation the School has a duty to ensure, as far as is reasonable, that these activities also comply with safeguarding responsibilities. Parents and carers may reasonably assume that because an activity is taking place within a school setting, it has therefore been checked by the School for safeguarding purposes.
- C4. Working Together to Safeguard Children 2015, Chapter 2, (2.8) outlines the "common features" that all organisations that provide services for, or work with children, must have. These include policies and procedures for safeguarding and promoting the welfare of children, a designated person for safeguarding/child protection, safe recruitment practices, including arrangements for checks and renewals (DBS) on staff and volunteers, procedures for dealing with allegations of abuse against staff and volunteers, training for staff and volunteers and a culture of listening to and engaging with children.
- C5. All adults whether paid or voluntary, have a duty to keep young people safe and to protect them from sexual, physical, and emotional harm. Children have a right to be safe and to be treated with respect and dignity. It follows that trusted adults are expected to take reasonable steps to ensure the safety and wellbeing of children. Failure to do so may be regarded as neglect. Therefore, in allowing hirers use of the school premises. The schools within the Our Lady of Lourdes Catholic MAC must have regard to its own policies in relation to safeguarding children.
- C6. Upon receipt of applications from hirers whose events specifically involve the attendance of children, e.g. Cubs and Brownies etc., the School will request to see and retain copies of relevant safeguarding documentation as proof that hirers and their staff comply with such measures. Thereafter, for more regular bookings, the school will expect hirers to monitor expiry dates of such documentation, and to be supplied with further proof of renewals where and when appropriate, upon demand.
- C7. The School can reasonably assume that groups holding valid recognitions, such as FA Charter Standards, Club Mark, or other similar accreditations, have adequate safeguarding policies and practices in place. However, proof of such will still be requested. In the case of groups who claim to be in the process of striving to achieve such accreditations, the school will contact relevant governing body organisations to clarify this status.
- C8. In allowing use of school premises, the onus must remain upon the hirer to ensure that safeguarding measures are maintained throughout. This is something that organizations are made aware of under safeguarding legislation and through their own organisational governing body, if applicable. This responsibility is also re-enforced within the conditions of hire (see Appendix 1).
- C9. The School is not expected to have a presence at all such sessions; however, it will look to suspend such events where, in the opinion of the Headteacher, genuine causes of concern have been raised. The school will also need to consider taking other appropriate action, in line with its own safeguarding policies, in such cases. Use of the premises will only be allowed to continue, once the Headteacher is satisfied that matters have been addressed accordingly, having regard to school safeguarding policies. The school will also consider reporting any concerns about an individual's suitability to work with children and young people to Children's Social Care and to any relevant bodies governing specific hiring groups, e.g. the Football Association in the case of a junior football club.

- C10. In the case of 'one off' children's events, for example, a private birthday party, safeguarding legislation exempts such uses from the processes mentioned above and therefore hirers need not be expected to provide the school with any safeguarding documentation, etc. However, the school will still need to satisfy itself that such events will nonetheless be properly managed, e.g. appropriate child/adult supervision ratios and suitable male/female adult mix.
- C11. Given the seriousness surrounding child welfare, it is not unreasonable for the school to seek satisfactory responses to further enquiries it may wish to make in relation to the use of premises by any such organisations/individuals. In allowing use, the school must be able to satisfy itself that such events are properly run and that the welfare of children will not be compromised.
- C12. Further advice relating to the supervising of children in shower & changing areas can be found in 'Guidance for Safe Working Practice for the Protection of Children & Staff in Education Settings'.

D. Holiday Play-Schemes

- D1. Holiday play-schemes may be treated as short-term casual lettings outside normal school hours. However, such groups are still required to comply with the requirements identified in C above.

E. Security

- E1. It is most essential that the security of the school is not prejudiced.
- E2. To achieve the necessary level of security:
- a lettings custodian (ideally the Site Manager or his Assistant) should open the premises and secure them at the end of the letting - such duties can be incorporated into normal duties or, if outside normal working hours, payments can be made. (see Appendix 7);
 - keys should, on no account, be handed to non-employees or information relating to security systems divulged;
 - if the terms and conditions have been used and something is stolen or damaged, legally there should be no difficulty, as the user will have indemnified the school against loss – the school should ask to see the insurance policy of the users and may wish to insist on a returnable deposit, especially in the case of one-off lettings.

F. Health and Safety

- F1. Health and safety legislation and the requirements of the schools Health and Safety Policy apply at all times, including those when premises are opened up to members of the community. It is essential that every letting is made using the standard terms and conditions, copies of which are printed on the back of the combined application/invoice (SEE Appendix 1).
- F2. Given the possibility of an accident or injury to any outside user, the following will need to be considered:
- Access to a telephone and a first aid box.
 - Whether the hirers and the school are adequately covered by insurance.
 - The hirers will need to be made aware of the procedure to follow in the event of fire.

- All accidents and near misses on the premises, whether to hirers or the public, must be reported using form RIDDOR 3.
- A Public Entertainment Licence is usually necessary for any events involving performances (drama, music or dancing) whether a charge is made or not. This is held by the school.
- School equipment is not used by hirers, unless prior permission is granted. If permission is granted liability has to be assured by both the school and the hirer.
- Where applicable specific advice on the use of stage lighting and sound equipment by hirers is given in Appendix 9 and must be followed.

F3. Risk Assessment - The school must provide copies of risk assessments for any equipment or facilities that are likely to affect the Health and Safety of the hirers. Similarly, hirers must be prepared to present risk assessments appropriate to any equipment and activities being carried out on the school's premises.

Section Two – The Administration of Casual Lettings

G. Introduction

G1. A standard application form/invoice (Appendix 1), incorporating conditions of hire, claim forms, etc, is to be used for all lettings.

H. Conditions of Hire

H1. A full list of conditions of hire appears in Appendix 1 and also appears on the reverse of the application form/invoice Form. The school may add to these conditions by letter to the hirer, but none of the conditions will be deleted as they are designed to ensure protection against any incident that may occur.

I. Insurance

- I1. Hirers' attention is drawn to the Conditions of Hire, especially the paragraphs dealing with insurance, indemnity, and liability, with a reminder that hirers are required to have appropriate public liability insurance cover.
- I2. The school must see a copy of the certificate of insurance of the hirer, a copy will be kept. The schools will ensure that at the time of inspection the certificate of insurance is current at the time of the letting.
- I3. Where the hiring organisation is unable to confirm that it has its own public liability insurance cover to a minimum level of £1 million, it is a requirement that the hirer should be covered by the school's policy for hirers.

Where this is the case a premium of 10% of the hiring fee, with a minimum charge of £2.00 per event, must be paid with the hiring fee.

Organisations such as the PTFA, etc., are not covered for their activities by the insurance. As in the case of any other hirer the PTFA etc. must either have their own policy cover, or pay the additional premium in order to benefit from the school's policy.

The following must have their own Public Liability Insurance:

- Political Parties;

- Professional entertainment groups/individuals;
- Groups or individuals whose activities involve the generation of heat (blow torches, blow lamps, heat generating equipment);
- Martial Arts groups of all classifications.

In addition for sporting activity groups the school's insurance does not cover personal injury or property damage suffered by one participant that was caused by another participant.

J. Charges

J1. Charges will be calculated for each letting and the hirer will be informed of the charges to be made in each case, when the booking is confirmed.

J2. When deciding charging levels, the schools will consider heating, lighting, caretaking, maintenance and repair costs plus any administrative costs, e.g. stationery and postage, etc., if relevant. See Appendix 2.

K. Application Form - (Appendix 1)

K1. All applicants for the hire of facilities at the school must complete a lettings application form, signing the declaration that the applicant:

- accepts the conditions of hire and responsibility for the payment of the hire fees;
- indemnifies the school against any incident;
- either has current Public Liability insurance cover or wishes to be covered under the school's policy, and,
- has adequate Safeguarding Children documentation – where appropriate

K2. It is essential that every letting is made using the school's standard terms and conditions (Appendix 1), copies of which are printed on the back of the hirer's copy of the application form.

K3. Any communications about individual lettings should be made directly between the school and hirers.

L. Confirmation of booking and payment of hire charges

L1. On receipt of the completed application form, the charges should be entered in the invoice section of the form as follows:

- Charges at the level determined by the school for the facilities hired. For convenience the invoice section of the form is set alongside the 'facilities required' completed by the hirer, to enable the hire charges to be calculated on the form itself. There is no obligation on the school to disclose this level of detail however and any figures worked out elsewhere can be simply summarised on the form. An example of a separate calculation sheet is at Appendix 3;
- Where a hirer is unable to provide details of current public liability insurance cover, it is necessary to include the hirer on the school's third party hirers' policy. To do so, the insurance premium should be calculated at 10% of the total hiring charge – the minimum charge being £2.00 per event.

- There are exceptions when the school's insurance policy cannot apply. These are in respect of lettings to political parties, to professional entertainment promotions; to groups using heat generating equipment and to martial arts groups (see paragraph I3). In such instances it is essential that hirers provide their own insurance cover and provide policy details to the school as shown in Section D of the application form.
- In the case of individual hiring's (for instance for a wedding reception) the school will request an additional deposit payment to cover the possibility of any additional costs (for instance to cover possible loss or breakage of school contents or equipment, or extra cleaning costs). Such a deposit will be included in the initial payment required from the hirer, shown where indicated on the application form.

When the charges have been finalised and Section E of the application form completed, final approval of the hiring should be confirmed by the signature of the Headteacher or other authorised signatory.

- L2. It is important to obtain payment for the hiring at the time the booking is made whenever possible. This will avoid the need for the chasing of debts, which can be very time-consuming (and sometimes unsuccessful!).
- L3. All payments for lettings should be made to the school. Hirers may pay for lettings by electronic transfer, cheque payable to Our Lady of Lourdes Catholic MAC, or in cash.
- L4. At the time the hirer pays the letting fee, a receipt should be issued and the receipt details should be noted at the top of the application form. (Cheque payments should be requested at least 7 days before the date of the hiring to allow time for clearance).
- L5. A copy of the application form should be retained as the school's record of the letting. A second copy of the form should be returned to the applicant for retention as confirmation of the booking, ensuring the reverse side of the form is also copied providing the applicant with the terms and conditions of hiring.
- L6. If there are circumstances in which payment is not received before the hiring, a copy of the application form must still be passed to the hirer as confirmation of the booking and as a request for payment. Such requests for payment must be issued as soon as possible for one-off events, and any payments acknowledged. The receipt number should then be entered at the top of the school's copy of the application form.
- L7. In the case of regular lettings e.g. a weekly sports club, it is still preferable to obtain payment in advance on a monthly basis, although the school may agree to payments being made less frequently e.g. termly. In such instances it is not necessary to complete a separate application form on each occasion a payment is made. However, a receipt must be issued each time a payment is made and details of the receipts should be listed on or attached to the relevant most recent application form filled in by that hirer.
- L8. Although hirers will have been notified through the hirer's copy of the application form of the amount of the regular fee for the hiring, it may be necessary for the school to send reminder letters to ensure payment is made when required, a letter is shown at Appendix 4. A copy of any such letter should be filed with the school's copy of the form to ensure that a full record is maintained of all correspondence and charges on each hiring. A new application form must be completed for each hirer at least once a year or, whenever hiring charges are revised.
- L9. An official invoice is to be produced and forwarded with the confirmation application form.
- L10. In circumstances where further charges are required because the hirer has used premises more extensively than originally envisaged when the letting was booked, the school should send a further application form to the hirer detailing the additional charges and requesting payment by return.

M. Difficulties in Securing Payment

M1. In the case of hiring arrangements where payment is not made in advance, the school should arrange for payment to be made as soon as possible, normally within 7 days, and certainly no later than one month from the date of the actual letting. If repeated requests for payment prove unsuccessful, no further letting should be allowed to that hirer. It may be considered desirable to initiate legal action to recover a debt.

N. Lettings Custodian Duties and Lettings Agreements

N1. The lettings custodian should normally be available during lettings in order to minimise security risks. The lettings custodian's duties are set out in Appendix 5 below.

N2. Appendix 6 below includes a copy of the lettings custodian's lettings agreement, which should be used by the school to calculate relevant payments due.

Conditions of Hire for School Premises

Throughout this document and solely in relation to it, the term 'school means a school part of the Our Lady of Lourdes Catholic MAC.

1. All applications for the hire of accommodation must be made in writing at least seven days before the accommodation is required. The person who signs the application will be considered by the school for all purposes to be the hirer. Where a promoting organisation is named in the application for hire that organisation will be similarly considered to be the hirer and will be jointly and severally liable hereon with the person who signs the application.

The school reserves the right to impose further conditions to meet the particular requirements of the hirer and may, at their absolute discretion and without reason being given, refuse to grant any application for the hire of accommodation and facilities or cancel without notice any hiring previously accepted.

2. The charges for the hired accommodation and any other additional sums payable by the hirer will be as set out in the school's scale of charges or as otherwise determined by or on behalf of the school.

The school may at their absolute discretion and without reason being given require a deposit from the hirer in addition to the charges for accommodation. Such a deposit will be returnable after the hiring provided there has not been any breach of Conditions 10 and 20.

3. The numbers of persons attending the function must be notified to the school not less than 48 hours prior to the function. Numbers notified are not to be exceeded under any circumstances except by prior agreement in writing. In no case will persons be admitted to social functions after 10.00pm and in all cases use of the accommodation must be terminated no later than Midnight.
4. The hirer shall provide at the hirer's cost such numbers of attendants and stewards as may, in the opinion of the school or their authorised officer, be necessary to secure the observance and performance of the stipulations contained in these Conditions including those relating to the observance of fire precautions. Such attendants and stewards shall be the servants of the hirer, but will comply with the reasonable requirements of the school in the performance of their duties
5. If the hirer fails to observe and perform any one or more of the stipulations contained herein the school may:
 - a) charge to and recover from the hirer any expenses incurred by the school in engaging police constables or other persons to secure such observance and performances:
 - b) Cancel any other engagements for any room or rooms in the hired premises that the hirer may have made without incurring any liability to the school whatsoever other than for the return of any fee paid.
 - c) Charge to the hirer the cost of clearing the premises of litter in accordance with the provisions of the Environmental Protection Act 1990.
6. Specific written permission from the school must be obtained by the hirer before intoxicating drinks may be brought onto the premises. The sale of intoxicating liquor at the hired premises may only be undertaken by the current holder(s) of a Justices Licence and in accordance with the provision of that Licence. The hirer is responsible in all respects for applying for and ensuring compliance with any such Licence.
7. The hirer shall, if required by the school, supply for approval, a copy of the programme of any proposed entertainment not less than 7 days before the presentation of such entertainment.
8. No copyright, dramatic or musical work shall be performed or sung without the licence of the owner of the copyright and all such licences shall be produced to the school before the commencement of the hiring. The hirer shall indemnify the school against any infringement of copyright which may occur during the hiring.
9. The hiring does not entitle the hirer to use or enter the premises at any time other than the specified hours for which the accommodation is hired unless prior arrangements have been made with school which will grant reasonable access before and after the hiring period in accordance with the availability of the accommodation.
10. The hirer shall take good care of and shall not cause any damage or permit or suffer any damage to be done to the hired premises or to any part or parts thereof or to any fittings, equipment or other property therein and shall make good and pay for the damage thereto (including accidental damage) caused by any act of neglect of the hirer, the hirer's servants, agents or any person resorting to the hired premises by reason of the use of the hired premises by the hirer.
11. The school will not accept responsibility or liability in respect of any damage or theft or loss of any property, goods, articles or things whatsoever placed, deposited, brought into or left upon the hired premises either by the hirer for the hirer's use or purpose or by any other person, or left or deposited with any officer or servant of the school and the hirer must indemnify and hold the school and their servants and officers harmless in respect thereof. It is the responsibility of the hirer to provide cloakroom attendants, and school employees are not permitted to assist in the cloakrooms.
12. The school shall not be liable for any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, Government restriction, strike, Act of God, or any unforeseen circumstances which may cause the premises to be temporarily closed or the hiring to be interrupted or cancelled.
13. The hirer shall be liable for and shall indemnify the school in respect of any loss, damage or injury which may be incurred by or be done or happen to the hirer or any person in the hirer's employ or any of the hirer's sub-contractors or by or to any other person or persons resorting to the hired premises by reason of the use of the hired premises by the hirer.

14. The school may require any hirer to disclose to them the arrangements (including any insurance in relation to any liability) made or effected by the hirer for damage accepted by the hirer, or in relation to any indemnify hereby given.
15. The hirer shall not himself let, hire or licence to any other person to let the hired premises or any other part thereof. Should the hirer fail to comply with this condition the hiring will stand cancelled and charges paid forfeited and the hirer and sub-hirer excluded from the accommodation.
16. The right of entry to the hired premises is reserved at any time during the hiring to any member of the school, any officer of the school on duty, any police officer on duty and any other person (whether employed by the school or not) lawfully undertaking duties connected with the safety or security of the accommodation, or with the health, safety or welfare of the persons therein.
17. The hirer, the hirer's servants, agents and contractors shall during the hiring and during such other times as they or any of them shall be in the hired premises for the purpose of hiring comply with all reasonable requirements of the school or their authorised officer.
18. The hirer shall during the hiring be responsible for:
 - a) The efficient supervision of the hired premises including the effective control and safeguarding of children, the orderly and safe admission and departure of persons to and from the hired premises and the orderly and safe clearance of the hired premises in case of emergency;
 - b) The safety of the hired premises and the preservation of good order and decency therein;
 - c) Ensuring all doors giving egress from the hired premises shall be kept unfastened and unobstructed and immediately available for exit during the whole time the hired premises are in use and no obstruction shall be placed or allowed to remain in any corridor giving access to the hired premises.
19. Except with the consent in writing of the school the hirer shall not cause or suffer any animal in the hirer's charge or in the possession of any person resorting to the hired premises during the hiring to enter or remain in the hired premises.
20. The hirer shall at the expiration of the period of the hiring leave the premises in a **clean and orderly** state. An additional charge for cleaning will be enforced if this condition is not met.
21. No inflammable materials shall be allowed within six feet of any light in the building.
22. No bolts, nails, tacks, screws, bits, pins or other like objects shall be driven into any part of the hired premises nor shall any placards or other articles be fixed thereto.
23. The school or any person so authorised by the school can stop any entertainment or meeting not properly conducted.
24. No publicity or advertising material, flags, notices, emblems or other decorations shall be displayed within the grounds and premises of the hired premises or on the gates, walls, fences and hedges forming the boundary of the premises without the previous consent in writing of the school.
25. Any lighting and audio/visual equipment supplied by the school shall at all times be operated by persons employed by the school for that purpose and no other person whatsoever shall operate or attempt to operate or interfere with the lighting or audio/visual equipment without express prior permission.
26. No additional lights or extensions form the existing electric light fittings, nor audio/visual equipment provided by the hirer or his agents shall be used without the previous consent of the school, and any such lights, extensions or equipment shall be disconnected or switched off if any authorised officer of the school so requires.
27. No persons other than persons directly concerned with the presentation of any function shall be permitted on the stage or in the ancillary adjoining the stage.
28. Except with the previous consent in writing of the school, no part of the hired premises shall be used by the hirer for the sale of anything whether by auction or otherwise except when the hired premises are specifically hired for the purpose of holding such a sale.
29. The property of the hirer and the hirer's agents must be removed before 12 noon on the date next following the period of hiring or additional fees will be charged for each or part day until the same is removed. The school accepts no responsibility for any property left on the premises after the hiring.
30. Smoking is strictly prohibited.
31. All scenery and costumes used for performances and the like must be fire proof.
32. The express written permission of the school must be obtained for the use of streamers, balloons or confetti.
33. No exit may be blocked, chairs or obstructions placed in corridors or internal doorways, or fire appliances tampered with or removed. Please refer to condition 18.
34. Any special staging or equipment required and provided by the hirer shall be a matter of negotiation between the hirer and the school's authorised officer.
35. If the hirer wishes to cancel a single booking at least 3 clear days' written notice shall be given or for cancellation of an arrangement to hire premises regularly, 1 month's written notice is required otherwise the school shall be entitled to retain the fees paid. If, as a result of such cancellation, the school incurs a loss

in excess of the fees paid by the hirer, the hirer shall pay to the school as liquidated damages the amount of such loss. For block bookings, a refund will only be given where the facilities are not available due to unforeseen circumstances.

36. Any complaint arising out of the hiring must be made in writing to the school.
37. Any notice, demand or request by the school to or upon the hirer may be sent by ordinary pre-paid post addressed to the hirer at the hirer's address given in the hirer's application and shall be deemed to be made or served at the time when the letter containing the same would be delivered in the ordinary course of post.
38. The hirer is requested to contact the school to obtain details of the prevailing fire precautions and security arrangements.
39. The hirer is to be responsible for the conduct of his own employees, agents and contractors including all health, safety and welfare matter. The hirer must make his arrangements in such a way as to ensure at all times:
 - a) Compliance by him of his responsibility under the Health and Safety at Work Act; and,
 - b) Compliance and co-operation by himself and his employees, agents and contractors with any arrangements made by the school for security of the hired premises or any part there of or to secure compliance with any duty or requirement in relation to health and safety at work.
40. The hirer shall be responsible for (and shall indemnify the school against any breach) compliance with any statutory provisions relating to the preparation, display and sale of food for human consumption,
41. The hire of accommodation does not include any right to car parking accommodation, except that vehicles bringing passengers, exhibits, fittings etc., may stand in such part of the car parking area surrounding the premises as the school may determine for such time as necessary at their own risk.

Please Note...

Where application for hire is for an unspecified period, users should renew their application as necessary for each school year (i.e. commencing September). Such renewed application should be **made not later than the end of the preceding May**. Applicants are asked to notify the school immediately in the event of there being a change in the name and address of the person with whom the school should communicate regarding the letting arrangement.

INDICATIVE SCHOOL LETTINGS COSTS & CHARGES

Our Lady of Lourdes Catholic MAC will make charges that take account of Lettings Custodian\Caretaking costs, along with an amount to cover other items such as heating, lighting, maintenance, repairs and any related administrative costs. The following charging levels will ensure that all costs will be covered. All likely costs that the school may incur are to be investigated. Not all facilities are available at each school site.

Facilities	1 hour	Half Day (4hrs)	Full Day (8hrs)
Sports Hall	£35.00	£120.00	£240.00
Gym	£30.00	£100.00	£200.00
Standard Classroom	£15.00	£48.00	£96.00
IT or Technology Rooms	£35.00	£120.00	£240.00
Meeting Room	£15.00	£48.00	£96.00
Dining Room	£20.00	£72.00	£144.00
Changing Room	£10.00	£32.00	£64.00
Theatre	£35.00	£120.00	£240.00
Hall	£30.00	£100.00	£200.00
Per Pitches / Tennis court	£15.00	£48.00	£96.00
Heating	£10.00	£40.00	£80.00
Stage Lighting			£25.00
PA System			£10.00
Chairs (First 50 free)			£10.00 Per 50

Where available Catering Price List (Per Person)

Tea and Coffee	£1.50
Tea and Coffee and Assorted Biscuits	£2.00
Tea and Coffee and own baked Pastries/cupcakes/flapjacks	£2.50
Hot Lunch with or without pudding	Starts at £5.00
Cold Buffet	Starts at £5.00
VIP Buffet	Starts at £5.00

STATUTORY USERS

- Elections (Parish/District/County/General/Euro) – Actual costs only to apply.
- Other LA service uses and Emergencies - Actual cost only to apply.
- Parish Council **Business** meetings – charged at cost (refer to Appendix 2) (Parish Council meetings other than business meetings can be charged on the same basis as for any other casual letting). (An Application/Invoice form should be issued to the Parish Council).

CALCULATION OF HIRING CHARGE

(to be filed with the school's copy of Application)

Applicants:			
Dates/Days required:			
Time required:	From:	To:	Booking Number:

		Charge
A.	Lettings Custodian Costs (including 25% on costs) (see Appendix 7)	£
B.	Accommodation (charges decided by the school – see Appendix 2)	£
C.	Other Facilities (playing fields, etc)	£
D.	Equipment:	
	<input type="checkbox"/> Tables	
	Chairs	£
	Bin	£
	Piano	£
	<input type="checkbox"/> Stage Lighting	£
	<input type="checkbox"/> Kitchen Facilities	
	<input type="checkbox"/> Other	
E.	Heating	£
	Total Hiring Charge	£

LETTINGS CUSTODIAN DUTIES

(For the purpose of these notes, the words 'Lettings Custodian' refer to any individual employee who undertakes lettings duties either paid or voluntarily).

A. Before the Letting

- A1. The Lettings Custodian must be satisfied that approval for the letting has been given by the Headteacher, for instance, by confirming that the relevant lettings application form has been completed by the hirer.
- A2. The Lettings Custodian must also ensure that 'double bookings' are avoided, bringing such incidents to the attention of the Headteacher, as soon as possible.
- A3. The accommodation requested must be made available to the hirer, at the time agreed. If chairs have been requested, these too should be made ready for use, unless it has been agreed with the hirer that they will set out and put away the chairs themselves.
- A4. The Lettings Custodian should check the accommodation to ensure that there is no damage/theft to the accommodation/equipment prior to the letting taking place.
- A5. Unless prior agreement has been reached, hirers will not generally be allowed to enter the premises before the stipulated time. If such agreements have been made, the Lettings Custodian should note the exact time of entry.

B. During the Letting

- B1. The Lettings Custodian is not required to remain on site for the duration of the letting, unless prior approval from the Headteacher has been sought.

C. After the Letting

- C1. The Lettings Custodian must ensure that the facilities have been left in a clean and tidy state by the hirer, ready for use by the school. Should the premises not be left in a satisfactory state by the hirer, then the Lettings Custodian may claim additional cleaning time, the cost of which will be passed on to the hirer.
- C2. The Lettings Custodian should ensure that all lights are switched off, windows/doors locked, the premises are totally vacated and secure (including the activation of security systems, where appropriate) after the letting. The Lettings Custodian should also check the school accommodation/equipment again to ensure that no theft/damage has occurred during the letting.
- C3. If the hirer is still on the premises beyond the stipulated expiry time of the letting, the Lettings Custodian may claim up to the actual time the hirer vacated the premises.
- C4. The Lettings Custodian must also ensure that the premises were used by the stipulated hirer and that sub-letting of the premises has not occurred.

D. Accommodation

- D1. All rooms/accommodation that have been used by the hirer must be stated on Payment Claim Form unless they are used as a 'corridor', i.e. to gain access from the outside to a particular room.
- D2. The school is entitled to insist that changing rooms are used by clubs whose members change on the site.
- D3. If the hirer wishes to use additional accommodation to that previously stipulated, the hirer should be made aware that an additional fee will be charged as a result, and the Lettings Custodian must inform the Headteacher accordingly.

E. Cancellation

- E1. The conditions for the Hire of School Premises (Condition No.35), refers to cancellation of bookings and requests that hirers must give at least 3 clear days written notice for the cancellation of a single booking and at least 1 month's written notice for the cancellation of a regular booking.

If a cancellation is made without adequate notice, the Lettings Custodian may claim for the letting as usual and any subsequent costs will be passed on to the hirer. Such incidents must be brought to the attention of the Headteacher immediately.

APPENDIX 5

CARETAKERS' LETTINGS AGREEMENT

When the school premises are used outside designated working time and the Lettings Custodian has to carry out additional duties as described in Appendix 4, he/she should be rewarded for the performance of those duties.

The payments as agreed from 1st April each year.

GENERAL NOTES

- 1. A letting in the evening, weekend, or holiday time use of the school premises must be approved by the Headteacher.
- 2. Where the Lettings Custodian is on duty during the letting, he/she may be required to undertake other duties at the discretion of the Headteacher.
- 3. The letting arrangement applies only to periods outside the Lettings Custodian's normal working time.
- 4. No hiring fees shall be paid directly to the Lettings Custodian.
- 5. The agreement recognises a commitment on the part of Lettings Custodians to undertake lettings. However, it is essential that reasonable notice is given and that the Lettings Custodian is allowed a reasonable number of free evenings in any week. It is essential that such matters be discussed by the Lettings Custodian and Headteacher, prior to the confirmation of any booking.
- 6. If a person other than the School 'Caretaker' undertakes lettings duties, the care of the facilities used is returned to the 'Caretaker' immediately upon the letting ending.

7. The amounts shown on this appendix are the payments due to Lettings Custodians and do not include any on-costs for employers' national insurance and superannuation. Actual costs to schools in this respect, can be calculated by adding a 25% addition to the gross Lettings Custodian's payment.

APPENDIX 6

THE USE OF STAGE LIGHTING AND SOUND EQUIPMENT BY HIRERS

The use of lighting or sound equipment by outside hirers has a high potential for accidents which could lay the school open to legal action. It is acknowledged that there may be occasions when an affiliated organisation might reasonably expect to use such equipment, but it is important for the equipment to be under the control of a member of staff, preferably the person in charge of the stage lighting.

Hirers should be given a copy of the following guidance and asked to sign to show their assent to be bound by them.

- Stage lighting equipment should be under the control of a single, specified member of staff (the "person in charge") who should be competent and experienced in its use and maintenance. The name of the person in charge should be displayed on a notice affixed to the stage lighting switchboard, which should also require that no alterations should be made without their knowledge and agreement.
- Lighting equipment should be kept in a locked store, the key to be held by the person in charge of the equipment and not by hirers.
- Any request to use the school's lighting or sound equipment must be discussed and agreed with the Headteacher and the person in charge. Requests for such equipment should be made at least three weeks in advance of the performance.
- No lighting, sound equipment or wiring (fixed or movable) should be modified in any way (eg. fitting, repair or removal of plugs or sockets).
- The use and return of any equipment must be recorded in the log-book held by the person in charge.
- Any lighting set-up should be inspected by the person in charge of lighting before being connected to the mains. This inspection should be recorded in the log-book.
- The stage and surrounding areas should be cleared of all temporary (moveable) cables and lights etc. as part of the dismantling of the sets so that the areas are not obstructed and there is less opportunity for damage to be done to equipment.
- Lighting equipment should be returned to the person in charge for inspection before storage and/or maintenance. The return of the equipment and its inspection should be recorded in the log-book. Any faulty equipment should be taken out of use until it has been repaired. Repairs should be noted in the log-book.
- Any extra equipment brought in or hired for use in the school, unit or centre must be of sound construction, suitable for the use to which it is to be put and properly inspected before use by the person in charge.
- Stage lighting lanterns and other tall or suspended equipment must be fitted with safety chains as well as a support bracket.

- Only approved, fire-resistant flexible cable should be used for stage lighting equipment. Domestic cables must not be used and temporary or improvised connections must not be made.
- Stage lighting wiring must not be interconnected with other parts of the establishment's electrical installation. There is a danger of inadvertently applying 415V to equipment under certain circumstances.

Pre-Performance Checks

Before admitting the public, checks should be made to ensure that:

- All safety devices (eg. RCD circuit breakers) are working correctly;
- The fire alarm system is working and fire extinguishers are in place and in good order;
- The emergency lighting system is functional, all "EXIT" notices are illuminated and the general (house) lighting is operating correctly;
- All exit doors are clear of obstructions (inside and out) and open easily;
- Access to all electrical supplies and main switches is clear of obstructions.