

St. Vincent's RC Primary School

Lettings Policy - 2025

Definition of the Hire Arrangement

The hire arrangement may be defined as, 'any use of the school buildings or grounds by parties other than the school and its partners'. This may be a community group or a commercial organisation

The following activities fall within the day to day business of the school and are not considered to be hire arrangements:

- Governing body meetings
- Extra-curricular activities arranged by the school for pupils
- Parents meetings
- PTA meetings

The costs arising from these uses are therefore a legitimate charge against the school's delegated budget.

Conduct of Users

The hirer shall be present at all times during the hire and shall be responsible for the maintenance of good order; special attention shall be given to:

- The behaviour of those in attendance;
- The interests of residents in the neighbourhood so that they are not disturbed or caused any inconvenience:
- All those in attendance vacating the premises in an orderly manner and by the finishing time as stated on the application form.

Smoking is not allowed within the school's perimeter.

Animals, other than guide dogs, are not permitted anywhere on the school premises except with the express approval of the school governors.

Indemnity and Insurance

Neither the school governors nor the school shall be liable for any injury or damage to persons or property upon its premises (so far as they are legally able to do so) sustained during the hire.

The hirer shall agree to indemnify the school governors, its employees and agents and the school against all actions, proceedings, claims, damages, awards or costs in respect of loss, damage, death or personal injury during the period of hire or before or after that time unless such death or injury occurs as a result of the negligence or breach of duty of the school governors, the school or their agents or employees.

The hirer must be covered by public liability insurance policy with a minimum limit of £5 million including damage to the premises and its contents. It shall be necessary to produce documentary evidence of the cover when booking.

The Governing Body may at its discretion waive this requirement where the hirer is an individual or small informal group of individuals (not using the school buildings for commercial or business purposes) who **do not** fall within the following definition and are not able to obtain public liability



insurance: members of any club, association or society which operates by subscription or entry fee; any charity or individual organisation, carrying on business with a view to profit.

Cancellation

The governors may end a booking arrangement by giving the hirer three months written notice to expire at any time.

The governors may end the agreement immediately by notice given by them:

- 1. If at any time any payment due remains unpaid for more than 28 days after becoming due
- 2. If the hirer fails to remedy any breach of any conditions as set out in the terms and conditions of hire after being required to remedy such breach by 28 days' notice in writing
- 3. If the hirer breaches any of the conditions as set out in the terms and conditions of hire which in the opinion of the governors is incapable of being remedied and the governors state this in a notice given by them
- 4. In extreme cases the governors may terminate this agreement summarily without notice if it has been shown that the hirer has not ensured that suitable arrangements are in place with regard to the safeguarding of children, vulnerable adults and child protection in line with the requirements of current legislation.

The school shall not be held liable or be required to pay compensation for any loss sustained as a result of or in any way out of the cancellation of the hire.

If the hirer, after the acceptance of a confirmed booking, cancels their booking 10 or more working days before the date of the booking, the full fee and deposit shall be refunded to the hirer. If less than 10 working days' notice is given, only 50% of deposit shall be returned. If less than 5 working days' notice is given by the hirer, there shall be no refund of the deposit.

The school can, at their own discretion, overrule these in exceptional circumstances. The school will refund any sum paid if cancellation is undertaken by the school. Refunds paid will be in part and will take into account any necessary admin fees associated with the cancellation.

Appeals Procedure

If a hirer has a hire arrangement application rejected or agreement withdrawn they have the right to appeal to the Governing Body. The appeal should be made in writing and will be presented at the next full meeting of the Governing Body. The hirer will be informed of any action and/or decision taken by the Governing Body. The Governing Body's decision is final

Complaints Procedure

If a hirer is dissatisfied with any aspect of the service they have received, they should at the earliest opportunity attempt to resolve this with the staff at the school. Every effort will be made to resolve disputes between parties quickly and effectively.

In the event of a dispute, the complainant should proceed as follows:

- 1. The relevant member of staff should be contacted to try to resolve the problem.
- 2. If the matter cannot be resolved satisfactorily, the head teacher should be contacted.
- 3. If the matter remains unresolved, the complaint must be submitted in writing to the head teacher.
- 4. Where the head teacher has failed to satisfy the complainant, the Governing Body (or a committee or an individual governor where delegated to do so) may review the case.





1. Scale of Charges

Area	Day	Time	Charge per Area
School Halls & Classrooms	Monday to Friday	8.00 a.m. to 10.00 p.m.	£35.00 per hour
Storage area	Monthly		£25 per month

These charges are those recommended by the governing body, but are negotiable for internal groups at the discretion of the governing body and head teacher.

2. Areas Available

Halls and Classroom.

Equipment within those areas – School equipment must not be used by the hirer. Hirer's equipment must not be stored on school premises, without prior agreement.

Storage Containers

Hirers are able to hire the storage containers, if available, following agreement by the head teacher.

3. Food Preparation

Discretionary use of school's own catering facilities (not kitchen). The kitchen may not be used without prior permission of the head teacher and cook.

Preparation of food to be discussed beforehand. Food handling certificate required by organisations.

4. Times Available

School facilities will be available during normal term sessions. Holiday sessions will be considered between the head and caretaker, with prior knowledge of these requests being given by the appropriate groups.

If necessary relief caretaking facilities will be arranged.

5. Groups

Groups hiring the venue for a full day (8am – 5pm) will be charged at a reduced fee of £210 per day for the use of the areas detailed and agreed on the letting request form, with effect from the 1st September 2025 to 31st August 2026 and then reviewed.

6. MUGA Pitch

The MUGA Pitch will not be considered for lettings.



7. Field Lettings

No field lettings to be considered to outside group unless agreed between St. Vincent's and Caldershaw head teachers. This will be after a request has been put to the head teacher or parish priest (see procedure). No adult teams (playing on a regular basis) will be considered at all.

8. Procedure for letting

- 1. First contact should be with the head teacher or chair of governors.
- 2. Lettings form will be filled with appropriate details.
- 3. Request submitted to head teacher / chair of governors for consideration.
- 4. When letting being considered caretaking facilities must be agreed before the group is informed about the letting decision.
- 5. Holiday provision also to be considered.
- 6. Group is informed by head teacher / chair of governors.

9. Letting request form

See attached copy

10. Political Organisation

The governors of the school have agreed that the school premises will not be available for election meetings.

11. Damage to school property

Lettings are accepted by the governing body with full restitution for damages to property and facilities being covered by relevant responsible parties.



Terms and Conditions for Use of School Premises

All groups/organisations that use the premises are required to read these terms and conditions and agree to abide by them. This terms and conditions document will be signed by the head teacher the hirer.

Interpretation

- 'The School' means the Governing Body of the school, its employees and agents.
- 'The Hirer' is the organisation or individual with whom the school is contracting.

Purpose of Use

- The accommodation shall only be used for the purposes and within the hours stated on the application, as confirmed by the school. The hirer shall be responsible for ensuring these conditions of occupation are observed and that there is no interference with the normal activities of the school.
- 2. The hirer shall not assign or sublet the whole or any part of the benefit of this agreement.
- 3. No interference is to be made with school property/equipment/premises which do not form part of the hire arrangement.
- 4. Nothing in this agreement shall create a tenancy.

Access

5. The Governing Body or its representative has access to the areas subject to hire for the purpose of inspection.

Health and Safety

- 6. The hirer must comply with all laws relating to the premises and the occupation and use of the premises by the hirer including but not limited to Health and Safety legislation.
- 7. The hirer is responsible for the effective supervision of the arrangements and activities in the premises during the period of hire and for the prevention of disorderly behaviour so as to ensure that no nuisance or annoyance arises to the occupiers of adjoining premises or neighbouring residents and shall behave reasonably at all times.
- 8. The hirer shall be required to take any precautions necessary to ensure the safety of those attending the period of hire, including ensuring the means of escape from fire are not blocked or impeded.
- 9. It is the hirer's responsibility to ensure that there is someone present who is suitably qualified to deliver first aid in the event of an emergency.
- 10. The hirer shall immediately inform the school of any emergency, accident or serious incident that occurs on the school premises. This shall be done in person and may require the applicant telephoning the head teacher or the caretaker. The hirer shall be responsible for reporting to the Health and Safety Executive any accident that arises from activities that it organises.
- 11. Hirers providing services to children, whether pupils at the school or others, must have policies and procedures in place to ensure children's safety, and must provide evidence of these to the school as required, i.e. Safeguarding Policy and Use of Mobile Phone Policy, DBS checks.



Payment of Hire Charges and Deposit

- 12. Hire charges shall be due and payable 14 days from the date of the invoice.
- 13. The school reserves the right to require a deposit over and above the hiring charge as a surety against damage to the premises or the premises being left in an unacceptable condition necessitating their incurring additional cost for cleaning, caretaking or other expense.
- 14. Failure to appear for a hire arrangement shall result in the cost of the booking being levied.
- 15. Whether or not the option to hire is actually exercised, payment must be made. For example, if the hirer makes and pays in advance for a ten consecutive week booking but only uses the premises for eight weeks, the full charge for ten evenings is payable. There shall be no refund unless the reason for cancellation is due to school commitments / out of the control of the user group.

Responsibility of the Hirer for Good Order and Safety

- 16. The hirer shall be responsible for any damage to the school property, equipment or buildings caused by them or their guests. The hirer must report any such damage to the school immediately. The hirer shall repay to the school, on demand, the cost of re-instating or replacing any part of the premises or any property on the premises which shall be damaged, destroyed, stolen or removed during the period of hire or prior or subsequent thereto if in relation to or by reason of the hiring. Any such costs will be in addition to the specified hire arrangements charges.
- 17. All preparatory and clearing away time must be accounted for in the period applied for.
- 18. Should the booking overrun, the hirer shall be charged at the hourly rate for every hour or part thereof over and above the agreed times.
- 19. The hirer shall ensure that all accommodation is left in a clean and tidy condition at the end of the hire arrangement.
- 20. The hirer must obtain express permission from the school to leave any equipment on the premises. Where permission is granted, the hirer is responsible for any equipment they leave on the premises and shall ensure that such equipment is in good repair and after use, safely stowed away. Items no longer required by the hirer, or deemed by the school to be unsafe or beyond repair or else unsafely stored on the premises shall be promptly removed by the hirer on demand. If such request is not complied with by the hirer within 10 days, the items may be disposed of by the school and the hirer shall reimburse the school for any expense incurred as a result.
- 21. The school shall not be responsible for any article brought or left in any part of the premises, or theft or loss of, or damage to vehicles parked in any car park provided.
- 22. The hirer must ensure that all privately owned electrical equipment has a certificate of safety (Portable Appliance Test) from a qualified electrical engineer.
- 23. The hirer shall comply with any reasonable instructions given by the head teacher, caretaker or other member of the school staff.
- 24. Alcohol is not allowed to be sold on the premises unless prior permission is given by the school and a licence obtained by the hirer. Illegal drugs are not to be brought onto or consumed on the school premises.
- 25. There shall not be brought onto the premises anything of an inflammable, dangerous or noxious character.
- 26. The premises may not be used for games of chance, unless permission has been granted by the governors in writing.
- 27. Smoking is not allowed on the school premises at any time.
- 28. Animals, other than Guide Dogs, are not permitted on the school premises without the prior written consent of the school.



29. The Hirer shall not make any alteration or addition to the premises and shall not affix any items to the premises.

Reputation of the School

- 30. We reserve the right to terminate the hire agreement in the event the hirer's activities are judged to be inadequate, inappropriate or unsafe, whether this be the outcome of an inspection by an external agency or the view of the school.
- 31. We reserve the right to terminate the hire agreement in the event that the hirer, or persons working for the hirer, should bring into question the reputation of the school. This includes but is not limited to: negative posting on social media or malicious gossip or criticism of the school and its policies, procedures or management.

Conditions of Hire Specific to School Kitchens

- 32. The use of any kitchen equipment is prohibited without prior consent of the school. In the case of consent being given, a member of the school's kitchen staff shall be present during the hire of the facility to ensure that the equipment is used appropriately.
- 33. The use by the hirer of any food stocks held by the school for the provision of a school meal service is not permitted.
- 34. The hirer has received all necessary food safety training as required by law.
- 35. The kitchen premises shall be left in a clean and hygienic condition after the hire.
- 36. Any costs incurred by the school in remedying any damage caused by the hirer or by the use of their own equipment shall be recharged in full.

Advertising

37. No advertising shall be permitted except without the prior written consent of the school.

Video Recording

38. No video recordings may be made unless prior permission has been obtained. The school must be satisfied that the proper approvals have been received by the hirer from all of the appropriate authorities, organisations and companies before that permission can be granted.

Cancellation

- 39. The school reserves the right to cancel the booking at any time without notice and without assigning any reason, but will endeavour to give as much notice as possible.
- 40. The school will not be liable for the provision of alternative accommodation or be liable for any compensatory payment. In such circumstances, the school shall refund any monies paid in respect of the hire arrangement so cancelled but shall not be responsible for any loss or expenditure whatsoever in relation to the hire arrangement which the hirer may have incurred or be liable to pay. The school reserves the right to refuse any application for hire as it may deem fit, or withdraw permission for any hire arrangement at any time.
- 41. If the facilities/equipment hired are not fully available for the duration of the booking or if the booked activity is prevented from taking place due to circumstances that were not informed to the hirer prior to commencement of the hire arrangement, the school shall refund the monies paid for that booking.
- 42. If the hirer, after the acceptance of a confirmed booking, cancels their booking 10 or more working days before the date of the booking, the full fee and deposit shall be refunded to the hirer. If less than 10 working days' notice is given, only 50% of deposit shall be returned. If



less than 5 working days' notice is given by the hirer, there shall be no refund of the deposit. The school can, at their own discretion, overrule these in exceptional circumstances.

43. The applicant shall complete all relevant paperwork in a true and accurate way. False

information may lead to an application being terminated.