



**Our Lady of Lourdes Catholic Primary School**

# **LETTINGS POLICY**

## **2023 to 2025**

Signed electronically by Chair of Governors: <i>J Curran</i>	Name: Joan Curran	Date: 12.10.2023
Signed electronically by Headteacher: <i>O Bell</i>	Name: Oliver Bell	Date: 12.10.2023
Ratified: by Governing Body on 12.10.2023		Next Review: Next FGB after 1 <sup>st</sup> Jan 2025

## 1. Equality Impact Assessment (EIA) Part 1: EIA Screening

<b>Policies, Procedures or Practices:</b>	Lettings	<b>DATE:</b>	27.09.2023
<b>EIA CARRIED OUT BY:</b>	Jayne Russell	<b>EIA APPROVED BY:</b>	Joan Curran

### 2. Groups that may be affected:

<b>Are there concerns that the policy could have a different impact on any of the following groups? (please tick the relevant boxes)</b>	<b>Existing or potential adverse impact</b>	<b>Existing or potential for a positive impact</b>
<b>Age</b> (young people, the elderly; issues surrounding protection and welfare, recruitment, training, pay, promotion)	The school will not bar letting (with appropriate supervision) on the basis of membership of this group.	
<b>Disability</b> (physical and mental disability, learning difficulties; issues surrounding access to buildings, curriculum and communication)	As above	
<b>Gender reassignment</b> (transsexual)	As above	
<b>Marriage and civil partnership</b>	As above	
<b>Pregnancy and maternity</b>	As above	
<b>Racial groups</b> (consider: language, culture, ethnicity including gypsy/traveller groups and asylum seekers)	As above	The school will bar lettings from groups associated with racism or discrimination.
<b>Religion or belief</b> (practices of worship, religious or cultural observance, including non-belief)	As above	
<b>Sex</b> (male, female)	As above	
<b>Sexual orientation</b> (gay, lesbian, bisexual; actual or perceived)	As above	

### 3. Any adverse impacts are explored in a Full Impact Assessment.

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*At Our Lady of Lourdes Catholic Primary School, we seek to create a unique and enabling community whereby children and staff are encouraged to journey beyond their expectations – academically, socially and spiritually – within a culture based on Gospel Values.*

*Love, Live and Learn as Jesus Taught Us*

## **INTRODUCTION**

This document is a statement of rationale, purposes and broad guidelines for implementation of Lettings at Our Lady of Lourdes Catholic Primary School.

### **1. RATIONALE**

It is the intention of the Governing Body of Our Lady of Lourdes Catholic Primary School to permit lettings in the School where they support the LA and the local community.

### **2. PURPOSE**

- To set a consistent approach to lettings.
- To maximise the effective use of the School's physical resources to the benefit of the School and its community.
- To use any profit to the benefit of the education provided for the pupils who attend the School.
- To provide the Governing Body and hirers with a clear understanding of their responsibilities.

### **• PROCEDURE**

- All applications must be submitted on the Lettings Form provided by the School and must be completed in full as required. Failure to do so will result in the application not being approved.
- All applications must be completed 10 working days before the proposed date of use. Where the proposed date of use falls within a school holiday, the application must be submitted 10 working days before the commencement of the holiday period.
- Applications will only be accepted in advance for a maximum period of one year between the first day of April of one year and the last day of March of the following year.
- The hirer must personally sign the application form and may not assign or sub-let the premises or grounds hired.
- The Governing Body retain the authority to make the final decision on the approval or cancellation of any letting.
- The Governing Body may cancel any letting at any time, but either the fee paid will be refunded or an alternative date offered, except in the case of misconduct.
- The Governing Body must be advised of any changes to the letting arrangement in advance of the change.
- No letting shall be considered approved or any charge confirmed until done so in writing to the School Business Leader.
- No person or persons shall use the premises or grounds covered by these regulations without a current approved Lettings Form. Any person or persons who

knowingly acts in contravention of this regulation will be charged at the appropriate rate and refused permission to use any of the School's facilities in the future.

- The Governing Body reserve the right to impose special conditions in respect of any letting, series of lettings or class of lettings in order to protect its employees or property.
- The Governing Body, in consultation with the LA, may exercise this right on behalf of the Authority or authorise any other person to do so. Special conditions will be notified to hirers and may include any requirements considered by, or on behalf of the LA to be desirable including (without prejudice to the generality of the foregoing) requirements as to fire precautions; security of persons or premises; the employment of security or other staff the exclusion or admission of any person, persons or of any animal, animals or equipment. The hirer may treat any special condition imposed after the booking as being accepted as a cancellation.

### **3. CHARGES**

- All charges must be paid by the method required by the Governing Body (cheque, made payable to 'Our Lady of Lourdes Primary School', or BACS).
- Charging rates will be determined by the Governing Body and shall be liable to change without prior notification to the hirer. In cases where the incorrect charge has been quoted, the Governing Body reserves the right to charge the correct rate, although the hirer may consider the letting cancelled.
- The Governing Body does not undertake to refund any charge on cancellation of the booking by the hirer, unless 14 days advance notice of the cancellation has been given to the Governing Body.

### **4. CARE OF THE PREMISES**

- The hirer shall ensure that there is a responsible adult present and able to supervise at all time during the letting.
- The hirer is required to pay the Governing Body the cost of making good any damage to property and/or equipment, which may be the result of a letting. The hirer is required to clear away any rubbish and leave the premises and/or grounds in the condition in which they were found. The hirer will be responsible for reimbursing the Governing Body for any additional costs incurred in cleaning the premises or clearing the grounds after a letting.
- No desks, fixed furniture or equipment that may be in the accommodation hired shall be used or interfaced with, without the prior approval of the Governing Body. Standing on seats, furniture, windowsills etc is not permitted. Fittings, fixtures or decorations of any kind shall not be permitted, other than purely temporary arrangements, which require no permanent fixings, which would damage or disfigure any part of the premises.
- Chalk resin or polishing materials may not be used on floors.
- The electrical and mechanical installations of the premises are not to be supplemented.

## 5. 1<sup>st</sup> September 2023

	Community Rate		Commercial Rate	
	Evenings & School Holidays (Mon-Thurs)	Weekends & Public Holidays (Fri-Sun)	Evenings & School Holidays (Mon-Thurs)	Weekends & Public Holidays (Fri-Sun)
<b>SCHOOL HALL</b>				
Rate for 1 hour booking	£30.00	£40.00	£40.00	£55.00
Rate for 2 hour booking	£40.00	£50.00	£50.00	£65.00
Rate for 3 hour booking	£50.00	£60.00	£60.00	£75.00
Whole Day	£110.00	£130.00	£140.00	£145.00
<b>SCHOOL GROUNDS</b>				
Hard Surface Area: Per Hour	£25.00	£35.00	£35.00	£45.00
Playing Field: Per Hour	£25.00	£35.00	£35.00	£50.00
Per match (football etc)	£30.00	£45.00	£45.00	£60.00
<b>Other Charges:</b>				
Unlock/Lock Premises	£22.00 per booking			
Tea urns etc	To be negotiated with the Governing Body			

Regular or otherwise favoured hirers may be accorded preferential rates. Such rates will be decided on negotiation with the Governing Body or a Finance Panel appointed by them.

Overview of Terms & Conditions (which should be read alongside full terms & conditions on booking form)

- A deposit of £10 towards the cost of hiring facility will be required, and if so, it should be sent 10 working days prior to date of hire.
- The Governing Body does not undertake to refund any charge on cancellation of a booking by the hirer, unless 14 days' written notice of the cancellation has been given in writing to the Governing Body
- The school will be fully reimbursed for any damage to its property.
- The facility used is to be left in a clean and tidy condition.
- Appropriate footwear to be worn. No stiletto heels or sports boots with studs allowed in the school
- Public Liability Insurance Certificates will be requested before any booking can be confirmed.
- A Risk Assessment will be requested before any booking can be confirmed.

## **6. External Organisations working with children**

- If the Hirer is working with children they must follow the guidance issued in Working Together to Safeguard Children 2018.
- It will be necessary for the Hirer to undergo an enhanced DBS check if a particular letting involves contact with children and young people. It is the responsibility of the hirer, as advised by the Headteacher, to ensure that they have complied with this requirement and any relevant South Gloucestershire Safeguarding Children Board requirements for working with young people. When there is a requirement for DBS checks on associated staff to be undertaken, the Hirer must keep appropriate records in line with current Safeguarding and Child Protection best practice and report to the school any safeguarding concerns which may arise.”
- The Hirer will be required to provide evidence that DBS checks have been carried out on request. They will also be expected to show they have robust Safeguarding arrangements in place and that there is a named “designated person” for referring Child Protection and Safeguarding concerns. The policies and procedures related to Safeguarding and Child Protection should be robust enough to stand up to scrutiny in line with the expectations of Our Lady of Lourdes Catholic Primary School. National organisations may have their own safeguarding policies and procedures that stand up to scrutiny and the school will satisfy themselves that the person responsible for the lease is fully aware of Our Lady of Lourdes Catholic Primary School policies and procedures as well.
- Where the hirer is providing sporting activity or coaching, valid and current First Aid certificates must be in place when the school’s First-Aiders are not present.
- A certificate of public liability insurance must also be in place for the provider. Coaches working for that provider must also be able to show evidence of public liability cover if that is a requirement of their role within the organisation that is hiring or letting the school premises.
- An initial Safeguarding meeting may be appropriate prior to the beginning of a lease, to allow a briefing on how to report a CP concern in South Gloucestershire and how to contact the LADO if there is a concern about the suitability of an adult to work with children, meeting the criteria stated below:
  - a.. Behaved in a way that has harmed a child, or may have harmed a child;
  - b. Possibly committed a criminal offence against or related to a child;
  - c. Behaved towards a child or children in a way that indicates they may pose a risk of harm to children.
- The hirer should visit the South Gloucestershire website for detailed information: <http://sites.southglos.gov.uk/safeguarding/>
- The school must be made aware of any safeguarding concerns that become apparent during the course of the lease.
- Our Lady of Lourdes Catholic Primary School pays due regard to the Prevent Duty Guidance and as such will not hire or lease school premises or facilities to groups that have extreme ideologies, viewpoints or links. If the school becomes aware of a Prevent concern regarding a group or individual using the premises and facilities or

applying to do so, they will report their concerns through 101, through Children's social care or Adult services or through any other official reporting routes available to them."

**Our Lady of Lourdes Catholic Primary School is committed to safeguarding and promoting the safety and welfare of children and young people. All staff and volunteers are expected to share this commitment and all external organisations working with children will be subject to the criteria set out in this policy.**



• APPENDIX A

OUR LADY OF LOURDES CATHOLIC PRIMARY SCHOOL



# Lettings Application Form

Part 1

**APPLICATION DETAILS**

(to be completed by the applicant)

Facilities required	Purpose of Hire	Day of Week	Dates required		Times required	
			From	To	From	To

Do you wish the letting to continue through the school holidays?      Yes/No

Name of applicant ..... Telephone .....

Address .....

Name of organisation .....

Is your organisation a community group or is your application based on a commercial basis?

Community          Commercial  
*(delete as appropriate)*

Name of event .....

Number of probable attenders .....

Will you be applying for a licence? (as indicated in Paragraph 28 of the letting guidelines)

Yes      No  
*(delete as appropriate)*

Please state any special facilities required .....

I personally agree to be responsible for the fee charges in respect of this letting and I will observe the conditions overleaf, which I have read.

Signature of applicant ..... Date .....

**Part 2 APPROVAL DETAILS** (for school use only)

I recommend that this application is approved/not approved

Comments:

£5m Public Liability Insurance Certificate seen YES/NO

*Copy to be kept with booking form*

Signed ..... Date .....

## APPENDIX B

### SOUTH GLOUCESTERSHIRE COUNCIL Regulations for the Letting of Council Premises

#### GENERAL

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

#### PROCEDURE

3. All applications must be on the form provided by the Authority and must be completed in full as required. Failure to do so may result in the application not being approved.
4. All applications must be made not less than 21 days before the proposed date of use. Where the proposed date falls within a school holiday, the application must be submitted not less than 21 days before the commencement of the holiday period. Applications for the use of playing fields for fetes should be submitted not less than 2 months before the proposed date of use.
5. Applications will only be accepted for a maximum period of one year between the first day of April of one year and the last day of March of the following year.
6. The hirer must personally sign the application form and may not assign or sub-let the premises or grounds hired.
7. All lettings must be approved by the head teacher or governing body, although the Director of Education retains the authority to make the final decision on the approval or cancellation of any letting.
8. The Director of Education or governing body may cancel any letting at any time, but either the fee paid will be refunded or an alternative date offered, except in the case of misconduct.
9. No letting shall be considered approved or any change confirmed until done so in writing by the Governing Body or headteacher.
10. No person or persons shall use premises or grounds covered by these regulations without a current approved application form. Any person or persons who knowingly acts in contravention of this regulation will be charged at the appropriate rate and request permission to use any of the Authority's facilities in future.
11. The Authority reserves the right to impose special conditions in respect of any letting, series of lettings or class of lettings in order to protect its property or employees.
12. The Director of Education in consultations with the Director of Administration and County Solicitor may exercise this right on behalf of the Authority or authorise any other person to do so. Special conditions will be notified to hirers and may include any requirements considered by or on behalf of the Authority to be desirable including (without prejudice to the generality of the foregoing) requirements as to fire precautions; security of persons or premises; the employment of security or other staff; the exclusion or admission of any person, persons or class of person or of any animal, animals or equipment; the giving of bonds or the effecting of insurance. The hirer may treat any special condition imposed after the booking as being accepted as a cancellation under Regulation 8.

#### CHARGES

13. All charges must be paid in advance on the date and by the method required by the Governing Body.
14. Charges will be made at rates which will be determined from time to time by the Governing Body and shall be liable to change without prior notification to the hirer. In cases where incorrect charge has been quoted, the Governing Body reserves the right to charge the correct rate, although the hirer may consider the letting cancelled in accordance with regulation B.
15. The Governing Body does not undertake to refund any charge on cancellation of a booking by the hirer, unless 21 days' written notice of the cancellation has been given in writing to the Governing Body.

#### CARE OF PREMISES

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

#### EQUIPMENT AND ACCOMMODATION

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

#### CONDITIONS OF PREMISES

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

#### SWIMMING POOLS

27. In the case of the hire of swimming pools the hirer shall comply with the requirements of the Authority's Code of Practice (as amended) in particular Part 4 concerning the use of pools. A copy of the Code of Practice is available for inspection at all premises with swimming pools.

#### INSURANCE

28. It is the responsibility of the hirer to obtain public liability insurance cover of £5 million as a minimum. Insurance affected by the Authority does not extend to a hirer's liabilities. Evidence of the insurance must be shown to the School before the letting commences.

#### PLAYING FIELDS

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

#### CATERING FACILITIES

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

#### LEGAL REQUIREMENTS

33. The hirer shall comply with the legal requirements concerning consumption of intoxicating liquor, music, singing and dancing licences, theatre licences and copyright. The hirer shall be fully responsible for obtaining any licences or any other permission required, always providing that no such application shall be made without the prior approval of the Governing Body.
34. The hirer shall comply with Section 12 of the Children and Young Persons Act 1993, that is to say where any play or entertainment is provided at which the majority of the persons attending are children, then if the number exceeds 100, it shall be the duty of the hirer to station and keep stationed wherever necessary a sufficient number of adult attendants, properly instructed as to their duties, to prevent more children and other persons admitted while entering and leaving the building and to take all other reasonable precautions for the safety of the children.
35. The hirer will to the best of his endeavours ensure that the requirements of the Race Relations Act 1976 (in particular the need to promote good relations between persons of different racial groups) are observed at all times throughout the letting.
36. The hirer is specifically forbidden to use, or allow the use of the hired premises or grounds for any illegal or immoral 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.

#### COMPLIANCE WITH REGULATIONS

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