



Conditions of Hire Policy

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Signature of Chair of Governors	<i>[Signature]</i>



St. Mary's Catholic Primary School

Conditions of Hire Policy

Definition of a Letting

A letting may be defined as “any use of the school premises (buildings and grounds) by a church, community group or a commercial organisation.”

Principles

The Governing Body is responsible for ensuring that the school provides the best possible education for its pupils. Hiring of the premises to outside organisations will therefore only be considered if it is compatible with this responsibility and does not interfere with the primary activity of the school, i.e. the provision of a high standard of education for all its pupils.

The school's delegated budget is provided for the education of its pupils and will not be used to subsidise any lettings.

A charge will be levied to cover all actual costs incurred by the school in respect of any lettings of the premises. As a minimum, the actual cost to the school of any use of the premises by an outside organisation must be reimbursed to the school's budget.

The school buildings and grounds are an asset of both the Diocese and Parish; the Governing Body will make every reasonable effort to enable these assets to be used as much as possible, consistent with the principles above. Priority will therefore be given to applications for church and community lettings.

Use of the premises for activities such as staff meetings, parents' meetings, Governing Body meetings and extra-curricular activities of pupils supervised by school staff, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school's delegated budget.

Classification of Lettings

Church/Charitable/Community includes registered charities or community activities. These groups must be non-profit making organisations, such as, Brownies, PTA, Parish.

Commercial includes commercial businesses, profit making ventures, private functions and commercial fundraising events, such as, Karate Club, Dance/Gymnastic Club.

The classification of any particular hirer is at the discretion of the Headteacher. In the case of a dispute about the classification the hirer may appeal to the Governing Body Resources and the Resource Committee whose decision will be final.

Charges for a Letting

The Governing Body is responsible for setting charges for the letting of the school premises. A charge will be levied which covers the following:

- Cost of services (heating and lighting);
- Cost of staffing (additional caretaking and cleaning) - including on-costs;
- Cost of administration;
- Cost of “wear and tear”;
- Cost of use of school equipment (if applicable);
- Profit element (if appropriate).

Charges will vary dependent on the classification of the group and timing of the letting; and may incur additional cleaning charges if the nature of the letting requires.

Rates will be set annually in March by the Resources Committee for implementation September and may be adjusted at mid-year. Charges will be available on application to the office.

Management and Administration of Lettings

The Headteacher is responsible for the management of lettings, in accordance with the School’s policy.

If the Headteacher has any concern about whether a particular request for a letting is appropriate or not, she will consult with the Chair of Governors who is empowered to determine the issue on behalf of the Governing Body. Appeals on refusals will be submitted to the Governing Body.

The Administrative Process

Organisations seeking to hire the school premises should approach the School Business Manager who will identify their requirements and clarify the facilities available. The School Business Manager will then liaise with the Headteacher and caretaker as necessary. A **Lettings Application Form** should be completed at this stage.

The Governing Body has the right to refuse an application, and no letting should be regarded as “booked” until approval has been given in writing which includes e-mail. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.

Once a letting has been approved, a **letter of confirmation** will be sent to the hirer, setting out full details of the letting and enclosing a copy of the terms and conditions and the hire agreement. The letting will not be allowed to proceed until the signed agreement has been returned to the school. The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the Governing Body’s current scale of charges.

The hirer should be a named individual and the agreement should be in their name, giving their permanent private address. This avoids any risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure.

All lettings fees which are received by the school will be paid into the school’s bank account, in order to offset the costs of services, staffing etc (which are funded from the school’s delegated budget). Income and expenditure associated with lettings will be regularly monitored by the Governing Body Resources and Management Committee and reported to the Full Governing Body to ensure that at least a “breakeven” situation is being achieved.

Cancellation Policy

If it is necessary for the hirer to cancel a booking on the day of the letting then the school must be notified by telephone the school office before 9am (Monday to Friday, term time). If the letting is at a weekend, or during the holidays then a message must be left with the school office as soon as possible. If these conditions are not met the hirer will be liable for the full cost of the letting.

We require one month's notice if a regular hirer wishes to cancel their letting slot.

If these conditions are not met then the hirer will be expected to pay for the full month's lettings.

Public Liability and Accidental Damage Insurance

The Governing Body has appropriate public liability insurance to cover all legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. A pro-rata cost of the insurance premium will be included in the hire charge unless the Hirer produces an appropriate certificate of insurance cover as detailed below.

The certificate of insurance must be produced before the letting can be confirmed.

If a Hirer has their own insurance it must be public liability insurance that covers all their legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. The minimum limit for this insurance cover is £5 million.

Neither the school, Diocese nor the Local Authority, will be responsible for any injury to persons or damage to property arising out of the letting of the premises.

Licenses

Where a hirer wishes to use the building for Public Entertainment they must comply with the conditions of the Public Entertainments License held by the School. Hirers must make sure they have the appropriate licences in place for the activity undertaken.

Safety

Hirers have a responsibility to ensure that all activities are safe and to safeguard their membership from violence or any avoidable harm. They are to ensure that:

- the External Lettings Emergency Procedure is observed
- all equipment used in the School is safe and suitable for the use to which it is put.
- all electrical equipment has evidence of a recent PAT test.
- any potential hazard is made known to the Headteacher at the time of application for a letting and so that a risk assessment can be completed by the Site Manager.
- DBS checks have been undertaken if they are working with children or vulnerable adults. In such cases evidence of DBS clearance must be provided before a letting can take place.
- Injuries sustained during a letting on the School site must be recorded in the incident book kept in the school office. Groups hiring the hall are responsible for their own first aid/medical attention and should ensure that they have an adequately trained first aider.
- Suitable insurance cover is arranged in case of damage to the premises, furniture or fittings and to indemnify the School and Diocese against all actions relating to personal loss, damage or injury
- Potentially dangerous activities are supervised by suitably qualified instructors or leaders

Current Charges

Groups	Letting charge 2025-2028
Church groups	None
PFA	None
Uniformed groups not affiliated to the Parish	£10.00 per hour
Commercial groups (outside of the school day)	£30 per hour
Parties /One-off hire above 3 hours	£60
Use of Staff kitchen facilities	£5.00 additional charge per hour
Use of Playing Field only	£10 per session
Toilet facilities when hiring the field	£10 per session