St John and St Nicolas Schools Federation

For the good of all through curiosity, creativity and love

Policy Title:	**Lettings Policy**
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Description:	Letting of school premises and scale of charges
Status:	Approved by Governing Board
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Review frequency:	Every two years
Contact:	governors@stjohnandstnicolasschools.org.uk
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Change Record				
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1.0	*11.07.22*	*Finance Committee Minutes 20.06.22 FGB Minutes 11.07.22*	*New federation policy recommended by Finance Committee then ratified by FGB*	*July 2024*
1.1	*15.7.24*	*FC minutes 8.7.24 FGB minutes 15.7.24*	*Update version number/dates, adding appendices 2 – 4, include vision statement, update appendices, number items*	*July 2026*
1.2				
1.3				
1.4				

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St John and St Nicolas Schools Federation
Lettings Policy

At St John and St Nicolas Schools Federation, our vision is 'For the good of all – through curiosity, creativity and love.' This vision inspires everything that the federation does.
It applies equally to all the federation's policies with the intention that our policies impact as fairly and positively as possible to meet the needs of all members of our schools' community.

The letting of the school premises, and determining the charges levied are the responsibility of the Governing Board.

1: Aims
In letting school premises, the aims are to:

- Advance the educational function of the schools, and provide extracurricular opportunities,
- Enable maximum use to be made of our facilities,
- Create more income for the federation,
- Promote community cohesion.

2: Considerations
When accepting a lettings application, consideration should be given to the following:

1. Any safeguarding issues
2. Advantages to the school and children
3. The likely impact on the school building and resources
4. Appropriateness of the activity
5. Suitability of the facilities to the activity
6. Whether it is a one off or regular commitment
7. Security
8. Public access to the site and buildings
9. The likely extent of clearing up afterwards
10. Potential conflict with school activities
11. The likely impact on the neighbours
12. Any outstanding hire charges
13. Unaccompanied lettings at discretion of the SBM (School Business Manager) and/or Executive Headteacher.

3: Setting Charges
In setting the charges, the following needs to be considered:

- the costs involved
- the value to the school and/or our children
- the competitive level of the market
- insurance (see below)
- charges for other lettings of the same type,
- additional equipment and/or facilities used, and
- VAT where applicable
- possible profit margins

The level of all letting charges will be reviewed by the Governing Board biennially for any changes to be effective from September 1st of the same calendar year. These charges will be valid for two school years.

4: Acceptance of Letting Application
The Governing Board delegates the responsibility for accepting lettings to the School Business Managers who will refer to the Executive Headteacher as and when necessary.

5: Activities that Fall Outside of the Scale of Charges
Peripatetic teachers for small groups of children that provide activities only to children at the school are the only hirers for whom no charge is currently made for the use of the facilities.

In future years, charging will be considered for the use of the premises by these and other organisations.

6: Booking Procedure

a) Initial enquiry by telephone/email/in person, details of requirements to be taken.

b) Consideration given to enquiry in line with category and considerations guidelines and availability of facilities. If acceptable, provisional booking made in diary and relevant documentation sent to hirer, including: Booking Form (Appendix 2), Terms and Conditions of Hire (Appendix 3) and Letting Agreement Form (Appendix 4)

On receipt of completed forms and Public Liability certificate, booking is confirmed in the diary.

No booking is considered definite until all documentation is received and risk assessments carried out.

Cancellation - *Three* working days' notice is required to cancel a booking. In bad weather, hirers can telephone between 9 a.m. and 12 noon on day of booking if wishing to cancel the use of outside facilities. If this is not adhered to the hirer will be required to pay the full hire charge.

7: Insurance
Anyone charging for professional services to provide an income must have their own insurance cover. The hirer is to provide the school with a copy of their insurance.

To confirm, there is no requirement to notify RPA (Risk Protection Arrangement) for schools of individual hires or lettings. The activity will be covered by the relevant sections of the RPA (e.g. Material Damage Section in relation to repair/replacement costs of damage to property owned by or the responsibility of the school; Third Party Public Liability section in relation to legal liabilities incurred by the school for death or injury to third parties (including pupils) or loss or damage to third party property; Employers Liability Section in relation to death or injury to employees.) Note theft cover under the Material Damage Section excludes theft by any person lawfully on the premises.

The RPA includes an extension for Hirers Liability (See Section 4, Third Party Public Liability Section of the RPA Membership Rules) which will provide an indemnity to any hirer where that hirer does not have public liability insurance and would not be expected to have public liability insurance. This would be up to the school to manage accordingly, for example, it would not be the intention of the RPA to provide indemnities to large groups or organisations who are hiring the premises that would typically purchase public liability insurance. The school should request from such groups evidence of their third-party public liability insurance.

8: Capacities

The maximum capacity of any event in the school hall is 80 seated and 150 non seated people. All hirers must be aware that the toilet facilities available are not suited to large capacity events.

9: Accounts

One-off lettings are charged in advance. Regular lettings are invoiced at the beginning of each term.

Appendix 1

Lettings Pricing September 2024 to September 2026

St Nicolas School:
The hall, individual classrooms, and community room are available for hire, subject to usage by the school.

The outside all-weather surface (floodlit in winter) is available for hire all week between the hours of 6pm and 8pm. Use of toilets and changing facilities (no showers) can be included at an additional charge.

St John the Evangelist School
The hall and community room are available for hire, subject to usage by the school.

Federation Charges (The minimum cost per hour is as follows)

One single room/facility: £20 per hour

Additional rooms/facilities: Negotiable additional charge

(NB: session of 1 hour includes setting up/packing away and use of toilet facilities). It is at the discretion of the Head Teacher/SBM (School Business Manager)to award use of the premises at a discounted rate for community use and/or the benefit of school pupils. Discretionary rates are approved by Chair of Finance Committee

It is at the discretion of the Head Teacher/SBM to award use of the premises at a discounted rate for community use and/or the benefit of school pupils. Discretionary rates are approved by Chair of Finance Committee.

Appendix 2 - Booking Form

Name of Hirer		
Address of Hirer		
Contact telephone numbers	1) 2)	
Email address		
Purpose of Hire		
Facility required	☐ St John School ☐ St Nicolas School	☐ School Hall ☐ Playground ☐ Classrooms ☐ School toilet
Equipment required (any other arrangement)	*The school does not provide any warranty that the premises, facilities and equipment are suitable for the intended purpose of hire. The hirer is required to satisfy themselves that their requirements are met and the facilities are fit for purpose*	
Single Booking	Date of booking: Start time: End time:	
Block Booking	Frequency/Days: Start Date: _____ End Date: _____ Start Time: _____ End Time: _____ Excluding dates (if applicable):	
	Booking times must allow time for preparation and clearing away before and after the event	
Safeguarding requirements	*External companies running clubs for the children of the Federation* ☐ Safeguarding Policy evidenced ☐ Safeguarding Training Certificates evidence ☐ Enhanced DBS Certificates ☐ N/A	
Full Name Signed (hirer): Date	I have read and accept the terms and conditions of Hire an I confirm that I am over the age of 18. *All applicants, once approved, will be required to sign a Lettings Agreement and Hirer's Liability form*	
	Please return the form to St Nicolas & St Johns Federation, Link Road, Newbury, RG14 7LU	
For school use only: Signed Position: Date:	This application for letting is: Accepted/Rejected Evidence of own insurance supplied and approved □ Yes □ No Evidence received that sports coaches are licensed by sport's governing body □ Yes □ No	

Appendix 3 - Terms & Conditions of Hire

1: Terms & Conditions of Hire
All terms and conditions set out below must be adhered to. The "Hirer" shall be the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

2: Status of the Hirer
Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background. Lettings will also not be made to professional entertainers. The hire agreement is personal to the hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of creating any tenancy between the school and the hirer. Staff must be suitably qualified and experienced, hold a satisfactory current Enhanced DBS, complete safeguarding training and provide a safeguarding policy in line with KCSIE if working with children. It is the responsibility of the Hirer to ensure this and to monitor and maintain records. Details must be provided to the School Office.

3: Priority of Use
The Headteacher will resolve conflicting requests for the use of the premises, with priority at all times being given to school functions.

4: Attendance
The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approval given.

5: Behaviour
The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises is vacated. Health care, safety and good behaviour of all participants will be maintained at all times with suitable and sufficient risk assessments being undertaken for each activity. Young people must be adequately supervised and accounted for at all times, ensuring that they leave the premises promptly, safely and orderly at the end of each session. A record of all disputes, incidents and accidents occurring on the school premises must be recorded and passed to the School Office as soon as possible. The grounds, buildings, furniture and equipment will be used with due consideration and respect towards the nature and purpose of school premises. Users are expected to behave considerately and courteously at all times, bearing in mind multiple use and the responsibilities schools bear both towards their learners and the wider community.

6: Public Safety
The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct, and - where applicable - the Hirer must adhere to the correct adult/pupil ratios at all times. This includes the use of car parks ensuring safe and controlled parking.

7: Own Risk
It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

8: Damage, Loss or Injury
The Hirer warrants to the Full Governing Board that it has appropriate public liability insurance to cover all its 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 £10

million. The Hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.

9: Furniture and Fittings
Furniture and fittings shall not be removed from School premises or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.

10: School Equipment
This can only be used if requested on the initial application form, and if the School Office approves its use. Responsible adults must supervise the use of any equipment, which is issued, and ensure its safe return. The Hirer is liable for any damage, loss or theft of school equipment they are using, and for the equipment's safe and appropriate use.

12: Electrical Equipment
Any electrical equipment brought by the Hirer onto the school site MUST comply with the code of practice for portable electrical appliance equipment. Equipment must have a certificate of safety from a qualified electrical engineer. The intention to use any electrical equipment must be notified on the application.

13: Car Parking Facilities
Subject to availability, the Hirer may use the car park along with any other adults involved in the letting.

14: Toilet Facilities
Access to the school's toilet facilities is included as part of the hire arrangements.

15: First Aid Facilities
There is no legal requirement for the school to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. Use of the school's resources is not available.

Appendix 4 - Hirers Liability

St John and St Nicolas Schools Federation

St John - Old Newtown Road, Newbury, RG14 7DE
St Nicolas - Link Road, Newbury, RG14 7LU
Telephone: 01635 41281 (SJ)/ 01635 41282 (SN)
E-mail: office@stnics.w-berks.sch.uk / office@stjohnev.w-berks.sch.uk
Website: www.stjohnandstnicolasschools.org.uk
Executive Headteacher: Keith Harvey

Hirers Liability

Contract for the hire of school accommodation and equipment by individuals, schools, firms and companies.

Contracts are not entered into with a Club. If a hiring is required on behalf of a Club, the Contracting Parties shall be the School and an Officer of the Club and the Hirer shall be liable to the school for all debts that shall arise under this Agreement.

In consideration of **St John and St Nicolas School Federation** agreeing to let me:

Name: _____

Address: _____

_____

Postcode:_____ Telephone No: _____

Occupation:_____ Email: _____

The following accommodation (state your requirement: Rooms / Hall / Accommodation / Astro etc.):

_____

For the purpose of (state purpose of letting):_____

_____

On (insert date(s)): _____

From (insert times): _____ To:_____

In accordance with the School's Lettings policy, conditions of hire and scale of charges.

I hereby agree:

1. To hire and use the said accommodation/equipment in accordance with the School's policy and conditions and charges which I confirm that I have seen and read.
2. That the School may at its discretion demand full payment of its charges or part thereof in advance be it before or during the direction of this Agreement whereupon I shall pay the School's charges on demand.
3. That I have read, understood and shall observe and fulfil all the following conditions:
   a. I agree that all requirements relevant to the letting will be complied with including obtaining any necessary license, and that all personnel employed by the Hirer or involved with the activity concerned will be advised of these conditions. The sale of intoxicating liquor is prohibited.
   b. Three clear days' notice is required in the event of the need to cancel a booking. If due notice is not given, I will be required to pay the full hire charge.

c. VAT may be applicable in certain circumstances and for certain lettings. I have enquired at the time of the booking whether VAT is payable.

d. I will ensure that a responsible person will be present on the premises at all times during the period of the letting.

e. I accept full responsibility for the damages to or theft of the School's and West Berkshire District Council's property occurring during the period for which the premises are hired.

f. Any clearing undertaking which, in the opinion of the officers of the School, occurs as a result of the hiring and outside the scope of the agreed hire charge, will be charged to me at the appropriate rate.

g. The School and West Berkshire Council accepts no responsibility whatsoever caused, for the loss of personal property brought into or left in the premises during the letting.

h. If I discover a hazard in regard to access to School premises or the equipment to be used, I shall take action to make the School's representative aware of the hazard.

i. I agree that no equipment will be used without the prior approval of the School's representative, and that the installation of my equipment will be carriers out by competent personnel.

j. I accept that I should familiarise myself with the position of telephones, escape routes, fire alarms and firefighting equipment. Notices regarding the procedures in relation to action in the event of fire will also be studied and the information passed on by me to the users and any other person concerned.

k. I shall indemnify the School and West Berkshire Council against claims, costs, demands, expenses, actions or liabilities howsoever caused, arising from the use of the premises including, where appropriate, by myself apart from claims and actions arising through the negligence of West Berkshire Council, it's servants or agent, the School or it's governing body.

Signature of Hirer: _____
(Where Hirer is an Individual)
or
Authorised Signatory: _____
(Where Hirer is a firm or company)

Position: _____ Date_____

The account in respect of payment of the hire of the said accommodation/equipment should be forwarded to: _____

If the Hirer is a firm, this agreement must be signed by a Partner of the firm. If the applicant is a limited company, this Agreement must be signed by a Director or Secretary of the company. This form to be returned to the School concerned at least 7 days before the proposed date of the letting.