



# Lettings and Community use Policy Template for schools

## St. Josephs

|                     |                    |                |                          |
|---------------------|--------------------|----------------|--------------------------|
| Date of last review | December 2023      | Review period  | 2 years                  |
| Date of next review | December 2025      | Owner          | Premises manager/ HR&Ops |
| Type of policy      | Template Statutory | Board approval | December 2023            |

| Summary of changes  | Date       |
|---|------------|
| <p><b>1 (a) Details of Premises ownership inserted</b> – Taken from the diocese template</p> <p><b>1 (f) Added to Administrative Process</b><br/><i>All groups must be registered with their appropriate Governing Body and compliant to their safeguarding management. (see item 16 of Conditions of Hire)</i></p> <p><b>1 (f) Added to Administrative process</b><br/><i>The Hirer shall not promote activities, engage in conduct or otherwise use the Premises in any manner whatsoever which is contrary to the teaching of the Catholic Church (see item 30 and 31 of Conditions of Hire)</i></p> <p><b>2 - Conditions of Hire</b> now follows the diocese template</p> <p><b>2 (item 17)</b> added to Condition of hire from the diocese template</p> <p>The named letting agent Microsport removed and substituted with letting agent</p> | 28/12/2023 |

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## **1) Introduction**

### **a) Details of Premises Ownership:**

Birmingham Roman Catholic Diocesan Trustees Registered (the “**Trustees**”) as freehold owner of ..... [School/Academy] which is part of the St John Paul II Multi Academy Company [MAC] as occupier (the “**Representative**”).

The Representatives regard the MAC buildings and grounds as a community asset and will make every reasonable effort to enable them to be used where possible. However, the overriding aim is to support the Academy in providing the best possible education for its students, and any lettings of the premises to outside organisations will be considered with this in mind. The Academy delegated budget (which is provided for the education of its students) will not be used to subsidise any lettings by community or commercial organisations. A charge will be levied to meet the additional costs incurred by the Academy in respect of any lettings of the premises. As a minimum, the actual cost to the Academy of any use of the premises by an outside organisation must be re-imbursed to the Academy’s budget.

### **b) Definition of a Letting**

A letting may be defined as “any use of the Academy premises (buildings and grounds) by either a community group (such as a local music group or football team), or a commercial organisation (such as the local branch of ‘Weight Watchers’)”. A letting must not interfere with the primary activity of the Academy, which is to provide a high standard of education for all its students.

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

### **c) Charges for a Letting**

A charge will be levied which covers the following:

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

The specific charge levied will be reviewed annually by each individual school and agreed with the School Principal.

The Governing Body may at its discretion allow lettings at a rate less than its standard rate for charitable organisations or for any other purpose which it deems suitable. Charges incurred by the Parents and Teachers Association may be waived where funds are raised for the benefit of the school.

**d) Risk Assessment**

Groups or individuals hiring the premises do so at their own risk and must undertake to complete their own risk assessment of their activity. The school may be able to supply the user with sample activity assessments and with accepted building risk assessments.

**e) Management and Administration of Lettings**

The Principal is responsible for the management of lettings, in accordance with the Board of Directors policy. Where appropriate, the Principal may delegate all or part of this responsibility to a letting agent or a site manager who will be the Delegated Manager for the hire of the school, whilst still retaining overall responsibility for the lettings process.

Where the Delegated Manager is a Letting Agent, the following shall apply

- Manage all lettings, following the approval of the letting and ensure the proper use of the facility.
- Ensure that all conditions of hire are adhered to and check the validity of documentation.
- Suitable insurance is in place to manage the facility.
- Authorised to handle keys unless authority has been granted by the Academy.
- Will be available during the hire period.

If the Principal has any concern about whether a particular request for a letting is appropriate or not, they will consult with the Chair of the Governing Body, who is empowered to determine the issue on behalf of the Board of Directors and Trustees.

**f) The Administrative Process**

Organisations seeking to hire the Academy premises should approach either the school or the letting agent (as appropriate), who will identify their requirements and clarify the facilities available.

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

All hirers will be issued with a copy of the conditions of hire.

The letting should not take place until the signed agreement has been returned to the Academy or to the letting agent (if appropriate).

All Hirers are responsible to make sure that the conditions of hire are applied to at all times.

Any adult taking responsibility for groups must be Enhanced DBS checked and must not be prohibited by law from teaching. All groups must be registered with their appropriate Governing Body and compliant to their safeguarding management. (see item 16 of Conditions of Hire)

The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the current scale of charges. (the school may wish to seek payment in advance in order to reduce any possible bad debts.)

Invoices to the hirer will be processed by another person other than the person delegated to take the booking. All lettings fees which are received by the School or Letting Agent will be paid into the Academy's individual bank account, in order to offset the costs of services, staffing etc. (which are funded from the Academy's delegated budget). Income and expenditure associated with lettings will be regularly monitored to ensure that at least a "break even" situation is being achieved.

The Hirer shall not promote activities, engage in conduct or otherwise use the Premises in any manner whatsoever which is contrary to the teaching of the Catholic Church (see item 30 and 31 of Conditions of Hire)

## **2. CONDITIONS OF HIRING**

1. All applications for the use of the Premises, shall be made in writing by the Hirer completing all the information of this agreement and returning this agreement unsigned to the Representative.
2. A booking is made only when the Hirer has received a copy of this agreement signed by the Representative and dated.
3. The Academy reserve the right to reject any application for the hire of the Premises or to cancel this agreement and return any Hire Fee paid for a period after the cancellation to the Hirer within one week.
4. The Hire Fee is payable in advance when booking. A charge will be made (by deduction from the Hire Fee) if an agreement for a one off booking is cancelled by the Hirer on less than 28 days' notice, as follows-
  - a. if cancellation is less than 7 days before the Hire Date the charge is 100% of the Hire Fee,
  - b. if cancellation is between 13 and 7 days before the Hire Date the charge is 75% of the Hire Fee,
  - c. if the cancellation is between 27 and 14 days before the Hire Date the charge is 50% of the Hire Fee
5. The Hirer may cancel any regular booking on one school term's notice to the Representative.
6. The Hirer will, during the Hire Period, be responsible for the care of the Premises and contents and for keeping them safe from damage, however slight, or change of any sort and for the behaviour of all persons using the Premises whatever their capacity.
7. The Hirer will properly supervise any car parking arrangements so as to avoid any obstruction.
8. The premises and grounds will be vacated by the hirer as per agreement or subject to a charge.
9. The Hirer shall not
  - a. use the Premises for any purpose other than the Permitted Use or
  - b. sub-hire or use or allow the Premises to be used for any unlawful purpose or
  - c. do anything or bring onto the Premises anything which may endanger the Premises or
  - d. render invalid any insurance policy for the Premises or
  - e. without the prior written consent of the Representative allow
    - (i) consumption of alcohol on the Premises or
    - (ii) ball games in or around the Premises or
    - (iii) the use of the kitchen
  - f. allow smoking in or around the Premises
  - g. allow any form of cooking or heating equipment to be used other than those now in the Premises
10. The Hirer shall obtain and comply with all consents licences and approvals necessary for the Hirer's use.
11. The Hirer shall comply with all laws, regulations and government guidance concerning its use of the Premises, particularly about public health, gaming/ betting/lotteries, consumption of alcohol (if permitted) and food preparation.
12. The Hirer shall comply with all conditions made in respect of the Premises by any relevant body, particularly in connection with any event which includes public dancing, performance music or stage plays.
13. The Hirer will be responsible for all obligations in respect of copyright works and will pay all composer's, author's, publisher's and other fees or royalties payable in respect of the Hirer's use of the Premises.

14. The Hirer must report all accidents involving injury to any person using the Premises during the Hire Period to the Representative as soon as possible and complete the Accident Book record and any other reports required by law. The Hirer shall also report to the Representative any hazard or damage of which the Hirer becomes aware during the Hire Period.
15. The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the Premises and no animals whatsoever are to enter any kitchen at any time.
16. The Hirer shall ensure that any activities for children and young people at the Premises are risk assessed, that safeguarding law is complied with and that only fit and proper persons have access to any children.
17. **The Protection of Children Act 1999 and other safeguarding measures.** The hirer shall confirm in writing by signing the Agreement Form that they are aware of their duty to abide by the requirements of the Protection of Children Act 1999 and other relevant legislation. **All groups should be registered with their groups Governing Body and compliant to the DfE's After School Clubs, Activities and Tuition Guidance for Providers (September 2023).** [file:///C:/Users/Staff/Downloads/After-school\\_clubs\\_\\_community\\_activities\\_and\\_tuition\\_safeguarding\\_guidance\\_for\\_providers.pdf](file:///C:/Users/Staff/Downloads/After-school_clubs__community_activities_and_tuition_safeguarding_guidance_for_providers.pdf) **In particular, those working with children/Vulnerable adults must have been the subject of an Enhanced Disclosure Check by the Disclosure and Barring Service (DBS). The hirers Disclosure Number must be entered onto the application hire form along with Date of issue and name of the Authorising Body.**
18. The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the Premises, and shall indemnify the Trustees against all actions, claims and proceedings arising from any breach of this condition.
19. The Hirer and those attending the Hirer's event must respect the nature of the area and must not disturb neighbours, particularly when departing the Premises late at night.
20. Any damage to the Premises or the contents is to be reported by the Hirer to the Representative and rectified at the Hirer's expense by the Trustees' contractors. Any failure of equipment belonging to the Premises must also be reported to the Representative as soon as possible.
21. No floors may be polished or powdered for dancing and no stiletto heels or other footwear likely to cause harm to the floor may be worn. The Hirer is responsible for any damage caused by breach of this condition.
22. The Trustees reserve the right for the Representative to enter the Premises at any time during the Hire Period and stop any function which, in their opinion, is not properly conducted. No part of the Hire Fee shall be refunded and any cost incurred in engaging the police or others to secure proper conduct will be payable by the Hirer.
23. The school will be vacated by the hirer as per agreement or subject to a charge. The school will be vacated in a clean and tidy condition.
24. The Hirer shall leave the Premises on each occasion clean and tidy with the lights turned off, windows and doors firmly secured, and any contents in their normal place, otherwise the Trustees shall be entitled to make an additional charge for dealing with these matters.
25. During the Hire Period the Hirer is responsible for the efficient supervision of the Premises including (without prejudice to the generality of the above):
  - a. effective control of children
  - b. orderly and safe admission and departure of persons to and from the Premises
  - c. orderly and safe exiting from the Premises in case of emergency
  - d. ensuring that all doors and corridors allowing people to get out of the Premises are left unobstructed and immediately available for exit during its use
  - e. fire appliances must be kept in their proper places and used for no other purpose. Fire doors must only be opened in the event of an emergency.
26. The Trustees are not liable for death of or injury to any person attending the Premises during the Hire Period except where such death or injury is due to the negligence or fraudulent misrepresentation of the Trustees.

27. The Hirer fully indemnifies the Trustees against any claims, losses, claims, damages costs and expenses (including legal expenses) incurred by the Trustees and arising out of any negligent act or omission or breach of this agreement by the Hirer or the Hirer's attendees
28. To the extent possible in law the liability of the Trustees to the Hirer for direct loss or damage sustained by the Hirer shall be limited to the Hire Fee where such loss or damage is caused by the negligence of the Trustees or by any breach of this agreement by the Trustees.
29. The full extent of the liability of the Trustees to the Hirer is set out above. The Trustees are not liable to the Hirer for any indirect or consequential losses, loss of profits, loss of revenue, loss of reputation, loss of business or loss of goodwill sustained by the Hirer caused by the negligence of the Trustees or the breach of this agreement by the Trustees.
30. All conditions and warranties, whether express or implied by statute, common law, trade practice or otherwise shall be interpreted subject to this agreement and in so far as they are inconsistent with this agreement and to the extent that they can in law be excluded shall be excluded.
31. The hirer must provide their own insurance cover and show the document of cover to the school.
32. The Hirer shall comply with any regulations made by the Representative and made known to the Hirer.
33. The Hirer shall not block access to the school/academy or make any part of it dirty or leave any rubbish on it.
34. The Hirer shall not promote activities, engage in conduct or otherwise use the Premises in any manner whatsoever which is contrary to the teaching of the Catholic Church and will not use the Premises for a purpose which, in the exclusive judgment of the Trustees, would be detrimental to or inconsistent with the ethos and purposes of the Trust Deed of the Archdiocese of Birmingham. For these purposes, the teaching of the Catholic Church advocates respect for and promotion of human life and development, the human family and good citizenship, promotion of responsibility for the environment and promotion of dignity in the workplace and good employment practice;
35. The Hirer shall not use the Premises for any of the following, which are given as examples of specific activities which are considered by the Trustees to be contrary to the teachings of the Catholic Church and inconsistent with the Trust Deed of the Archdiocese of Birmingham: -
  - a. the promotion of, advice on, services relating to or the supply of information on contraception or abortion (including the morning-after-pill). This provision also extends to any information or services supplied by a local authority school nurse or any other individual.
  - b. the promotion of or services relating to any personal, social health, relationships and sex education which is contrary to the social and moral teachings of the Catholic Church
  - c. religious teaching, practice or worship which is hostile to the Catholic Church or disrespectful to the Christian faith.