

# St Thomas Catholic Academies Trust Lettings Policy

Version 1.2 September 2020

Registered Company Number: 9660515













#### Introduction

The St Thomas Catholic Academies Trust recognises that the primary purpose of schools' premises is to provide accommodation for the teaching, learning and welfare of its students. The requirements of the school will therefore always take precedence over external hiring's. However, when not required by the school, the Trust is willing to hire out school premises as the buildings:

- represent a significant capital investment and therefore should be used as far as possible.
- can provide a valuable resource to the community which the school serves;
- are a potential source of income.

The Trust also recognises that the hiring out of school premises will always be an incidental part of the Trust/school aims.

#### **Conditions of Hire**

The following information sets out the conditions under which the Trusts premises maybe hired.

- 1. The minimum letting period is one hour
- 2. Except in exceptional circumstances, lettings should be taken out, at least two weeks in advance.
- 3. It is a requirement of the hirer that they provide proof of public liability insurance, the sum insured should not be less than £2 million. If the group or organisation is unable to supply Insurance cover then the Trust will be unable to accept an application of hire.
- 4. A 'No Smoking' policy is in operation throughout the school and all hirers are expected to respect and enforce the policy.
- 5. It is the responsibility of the hirer to adhere to all Health & Safety and Fire Regulations and, particularly, the number of people who are allowed to attend various functions. (as per Hirers Application Form)
- 6. The hirer is to be responsible for restoring the premises to the condition in which they found them; this is to include re-sighting any furniture that has been moved and any cleaning up necessary. We reserve the right to levy a cleaning charge if facilities are not restored appropriately.
- 7. A deposit of 50% is required at the time of booking-this will only apply to one-off or ad-hoc bookings e.g. weekend sports, events etc. The deposit is returnable if the letting is cancelled more than four weeks prior to the event less a £25.00 administration charge.
- 8. It is the hirer's responsibility to ensure that they obtain a Public Entertainment/Occasional Licence and other licenses as required.
- 9. Concessions may be made to diocesan or parishes if agreed in the first instance with the Headteacher.
- 10. The school will request hirers to provide their unique DBS reference number where the letting applies to vulnerable groups under the safeguarding regulations.
- 11. The school and Trust reserve the right to refuse any application for hire. The Premises are to be let out on the basis that they will not be used for any purpose which is contrary to the teachings of the Catholic Church or which could cause offence. At all times the Catholic nature of the Premises must be respected. Any breach or potential breach of this provision will mean that the use of the Premises is withdrawn.

The Trust wish the school to continue its support of various charities and neighbouring community groups. The Headteacher or his/her nominated representative may opt to waive the letting fee for events/meetings of such groups.

#### **Events Considered Appropriate**

- a) Plays, Concerts
- b) Jumble Sales/Antique Fairs
- c) Conferences/Meetings/Corporate Events
- d) Adult Community Learning Service/Saturday Workshops
- e) Any other event where the school's Management is satisfied that the hirer can be trusted to look after and take responsibility for the premises and facilities used that would not compromise the values of the school or community.

#### **Organisations Considered Inappropriate**

- a) Organisations promoting racial, sexual or religious prejudice or inequality.
- b) Tobacco companies
- c) Organisations which use or advocate the use of unlawful acts to achieve their objectives.
- d) Political (except where required by law)
- e) Organisations that do not fit to the ethos of the Trust
- f) Any other organisation that the Trust considers inappropriate.

The Trust have delegated to the Headteacher or his/her representative the responsibility of accepting or rejecting any applications made and to apply the Lettings Policy to such applications.

## **Basis for Charges**

In arriving at rates for lettings, the Board of Trustee has agreed the following principles:

- that the Academy should not, except in exceptional circumstances, subsidise the letting of its premises to third parties;
- The charge should take into account heating and energy costs in addition to staffing costs
- that the overall cost of letting school facilities must be recovered from users;
- that VAT at the prevailing rate, if chargeable, will be payable in addition to the hirers charge;

#### **VAT**

As a general rule if the letting makes use of a school sports facility e.g. gymnasium, hall or playing fields, then VAT will be chargeable. However, if certain conditions are met then the letting may be exempt from VAT e.g. sole use for more than 24 hours or a series often or more bookings are made and paid for at one time.

Lettings of meeting rooms or classrooms are generally VAT exempt

Charges for lettings will be as Appendix 1 attached. The Headteacher or his/her nominated representative shall be entitled to agree a concessionary rate for any particular hiring providing proof of third-party insurance has been confirmed.

### Cancellations

The Trust will seek to recover any cost incurred by the school which is unavoidable as result of the cancellation of a letting.

#### **Administration of Hiring Premises**

All schools are responsible for the administration of their premises hiring. Bookings for 8 weeks or more will be invoiced at monthly intervals.

#### **Terms and Conditions**

No member of staff of a school, with the exception of the Finance manager in conjunction with the Strategic Executive Leader/Headteacher, is allowed to vary the terms and conditions under which the school's premises are hired out or to deviate from the hirer's charges. All hiring of the Trust's premises, including those for which no charge is made, shall be properly documented and all hirers must sign a Hire Agreement which includes a copy of the conditions of hire. The Hire Agreement is an enforceable contract. Hire Agreements will be reviewed on a yearly basis.

#### **Credit Facilities**

The Schools Trust will allow the extension of credit to organisations and individuals where they are satisfied that these are credit worthy. However, the Schools Trust reserves the right to with draw credit facilities where prompt payment is not received. In all cases where credit is extended, an invoice will be issued. Credit facilities are not available for hiring's where the charge is less than £50.

#### Security

The Schools Trust will not normally insist upon continuous Site Agent presence. However, it does reserve the right to insist upon site agent presence where the nature of the hiring may leave the school vulnerable to theft or damage.

## Safeguarding and Child Protection

Hirers providing services to children must have policies and procedures in place to ensure children's safety and any Risk Assessments and DBS certificates required by the Hirer must be supplied to the School upon request. At an event where the number of children is likely to exceed 100, the Hirer must ensure that a sufficient number of adults to supervise and control the movement of the children and to take all reasonable precautions for the safety of the children.

#### **Complaints procedure**

A complaint about the school from someone letting the school premises should be dealt by contacting the school and asking for the school's Complaints Procedure.

# Appendix 1

# CHARGES FOR LETTINGS FROM 01.11.20

	Monday to Friday	Saturday	Sunday
Sports Hall (including changing facilities and toilets)	£35 ph	£45	£55 per hour
Gym (including changing facilities and toilets)	£35 ph	£45	£50 per hour
Main Hall (including foyer and toilets)	£60.00 per hour	£70.00 per hour	£80 per hour
ICT Room (30 computers, Data Projector, Interactive Whiteboard)	£45 ph	£50 ph	£60 per hour
Classroom (30 chairs, 15 tables, Dry-wipe board)	£25 ph	£35 ph	£45 ph
Playing Field only (no toilets or changing rooms)	£30ph	£35ph	£45 ph
Playing Field (including toilets and changing rooms)	£40 ph	£45 ph	£55ph
Tennis Courts (at CNS only and only in summer – no lighting including toilet facilities)	£30 ph	£45 ph	£55ph
MULTI-USE GAME AREAS (MUGA at CNS only and only in summer – no lighting including toilet facilities))	£30 ph	£45 ph	£55ph
Other Resources			
Technician (If required) Flip Chart	£30.00 per hour	£40ph	£50ph
Data Projector Included in Fee ADVANCE NOTICE REQUIRED	Included in Fee ADVANCE NOTICE REQUIRED		
OHP Projector Included in Fee ADVANCE NOTICE REQUIRED	Included in Fee ADVANCE NOTICE REQUIRED		
Flip Chart	Included in Fee ADVANCE NOTICE REQUIRED		