

# **St. Theresa's Catholic Primary School**

**St. Theresa's**  
Catholic Primary School



## **LETTINGS POLICY**

"We learn together, we play together, we pray together, we grow together in the love of God"

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Catholic Primary School



## Validation Grid

<b>Title</b>	Lettings Policy
<b>Author</b>	Barbara Costa
<b>Associate Author</b>	N/A
<b>Committee</b>	Finance
<b>Target Audience</b>	Parents, General Public
<b>Stakeholders Consulted</b>	Governors
<b>Curriculum / Non Curricular</b>	Non Curricular
<b>Associated Policies / Documents</b>	Finance Policy, Charging Policy, Premises Management Policy, Health and Safety Policy, Supporting Children with Medical Conditions and First Aid Policy, Asbestos Management Policy, Data Protection Policy, Child Protection and Safeguarding Policy
<b>New Policy or Review of Existing Policy</b>	New
<b>Date of Submission</b>	May 2022
<b>Date for Review</b>	May 2024

Headteacher

Barbara Costa

Barbara Costa

Chair of Governors

Fiona Kerin

Fiona Kerin

## **1. Legal Framework**

This policy has due regard to all relevant legislation including, but not limited to, the following:

- School Premises (England) Regulations 2012
- Health and Safety at Work etc. Act 1974
- Health and Safety (First-Aid) Regulations 1981
- The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR)
- Counter Terrorism and Security Act 2015
- The General Data Protection Act (GDPR)
- Data Protection Act 2018
- Education Act 1996

This policy has due regard to the following guidance:

DfE (2015) 'Advice on standards for school premises'

DfE (2021) 'Keeping children safe in education'

DfE (2015) 'The Prevent duty'

## **2. Introduction**

Under section 42 of the Education (No 2) Act 1986 Governing Bodies have authority to hire their premises and set their own charges. Any surplus from these hirings, accrues directly to the school.

The school will let out its premises; however, the letting arrangement will not interfere with the primary activity of the school, which is to provide a high-quality education and safe teaching environment.

Use of the premises for activities such as staff meetings, parents' meetings, governing board meetings, out of school hours learning/study support activities or any other extended services which support the raising of attainment and achievement, fall within the corporate life of the school. Costs arising from these uses are, therefore, a legitimate charge against the school's delegated budget.

Having regard to our duty under the Race Relations Act 1976 (but without prejudice to our duties under the Representation of the Peoples Act 1983) the Governing Body will not let the school premises to organisations whose purpose is, amongst other things, to encourage racial discrimination and/or disharmony between persons of different racial groups, or are otherwise involved in activities prejudicial to good race relations. The school has a duty to prevent any activities which encourage terrorism and radicalisation.

In deciding whether or not to let our premises the Governing Body will also have regard to the likelihood of any damage being caused to the premises, or neighbouring premises, and any nuisance that may arise, as a result of accepting the booking.

We will consider letting to any group / individual able to comply with the terms and conditions outlined in this policy. These terms and conditions will be given with all application forms.

The letting of school premises must not be confused with Extended School Community Focussed Activity. If the facility is run by a person employed or contracted by the school, then this would be deemed Extended School Community Focussed Activity, otherwise the activity is deemed to be a letting. This distinction is very important as Lettings have a different legal basis from Extended School Community Focussed Activities.

A letting to individuals and groups is at the discretion of the Governing Body who delegates responsibility for decision making for lettings to the Headteacher.

### **Preparing for lettings**

#### **a) Letting requests**

These will be noted in the school diary and referenced with the Lettings Application Forms.

#### **b) Lettings Application/Booking Form (Annex III)**

This must be completed by all hirers.

#### **c) Terms and Conditions of Hire (Annex I)**

These are to be supplied to every prospective hirer with the Lettings Application Form. The conditions shown at Annex I must be used for all lettings.

#### **d) Charging Policy**

The charges will reflect the running costs which must be recovered. For this we will need to estimate such matters as the caretaker's overtime, additional heating, cleaning, administration etc. Additionally, a charge may be made to cover for the use of the accommodation (i.e. profit element). VAT, if applicable, will also be charged. The charges will be reviewed annually.

#### **e) Insurance**

The school must ensure that there is appropriate insurance cover before it undertakes any lettings. There will be a charge for insurance on all lettings of 7.35% unless the hirer has their own Public Liability (PL) insurance. This will be checked with the insurers, and notification will be given if a hirer is using the school's PL insurance.

## **f) Lettings invoices and receipts**

These will be issued to all hirers by the school.

## **g) Safeguarding children**

All hirers holding events where children will be present will need to undergo a minimum police check. This will entail supplying full name and date of birth to the school. These details will be passed to Capita who will carry out a List 99 check. The letting will only be authorised when this has been completed satisfactorily. This procedure will operate for "one off lettings". For block bookings a DBS clearance will be required. The school can assist with this but the cost of the check must be paid by the individual.

Organisations submitting a lettings request involving working with children and/or young people will submit a signed copy of their current safeguarding policy.

All hirers will read the school's Child Protection and Safeguarding Policy.

## **Booking Procedure**

- All school lettings should be booked at least 4 weeks in advance of the let taking place.
- Provisional bookings should be entered in the school diary in pencil until the deposit and application form have been received. A reasonable time limit should be allowed before provisional bookings are deemed to be cancelled.
- When a Letting Application is received, the availability of the site manager and necessary staff (including kitchen supervisor if required) needs to be ascertained.
- The Terms and Conditions (Appendix I) will be given to the hirer – and if happy to proceed, the hirer needs to sign this.
- An application form will be completed giving full details of the let (e.g. including insurance, conditions of hire etc.).
- Later bookings should be the exception rather than the rule. **These bookings must be accepted on a "Cash Only" basis.**

If all the above conditions have been met, a lettings invoice should be prepared and a deposit should also be requested. The invoice should be sent to the hirer at least 4 weeks prior to the let in order to allow 10 working days for any cheques to clear through the bank. The invoice should show:

- details of the lettings
- the appropriate charges in accordance with the Charging Policy (see 'd' above)
- insurance premium to be charged
- rate of VAT charged must be shown, even if the rate is "0" %
- deposit on the let has already been received

## **Filing System**

1. Lettings Application Forms should be filed in order of the date of the bookings.
2. All invoices must be accounted for including cancelled or spoilt copies.

3. When the deposit is paid an invoice will be issued
4. A copy should be given to the hirer.
5. Another copy should be filed in numerical order together with the tear-off slip from the Booking Confirmation form, showing that the deposit (and the indemnity deposit, if requested) has been received.
6. Following the event, a further invoice will be issued for the balance detailing the additional cost e.g. extra time used, extra caretaking and/or cleaning costs, damage etc. The supplementary invoice must charge VAT where appropriate and the balance of the indemnity deposit should be refunded to the hirer.
7. The invoice copies will be treated as above.

### **Indemnity Deposit**

- The hirer is responsible for any breaches of the conditions of hire and damage to equipment, fittings, etc. resulting from the letting. The school may therefore seek a further sum to cover such risks and to act as a deterrent. This sum should be increased if alcohol is to be consumed on the premises.
- The indemnity deposit should be paid at least 10 working days in advance of the let. This does not carry VAT and should be paid into the school account as with the invoiced amount and deposit.
- After the satisfactory completion of the letting, the indemnity deposit should be returned to the hirer. However, if there is any damage to the premises or any equipment as a result of the letting or if there has been a breach of the condition of hire, some or all of the deposit should be retained in the school account.

### **Caretaking Arrangements**

- ❖ The caretaker should be informed if a licence to sell alcohol is required. If this is not produced, he will not allow any alcohol on the premises.
- ❖ After the completion of a letting, the caretaker will complete the lettings control records (annex IV). The school will note if additional cleaning has had to be carried out and charge the hirer. A copy of the letting invoice should be attached to the additional invoice to the hirer. The indemnity deposit balance will then be refunded.
- ❖ The caretaker should complete any overtime claim form weekly and the school should keep a copy of the completed and signed form.
- ❖ Overtime claim forms must be verified and checked against a copy of the letting invoice. An authorised signatory, e.g. Headteacher, must certify the claim for payment. Any unused lines on the form must be crossed through to prevent any additional unauthorised entries being made.

### **Refunds and Cancellations**

The general rule is that, after a booking has been confirmed and payment has been made, no refunds will be given on cancellation unless there are exceptional circumstances. Where a booking is confirmed and cancelled before the final payment is made, no action should be taken against the hirer except that the deposit on the let is kept to cover administrative costs.

If the school cancels the booking through no fault of the hirer, the whole deposit should be refunded. This should be avoided whenever possible as the school may find that it is liable for any increased costs to be borne by the hirer.

### **Block Bookings**

It is anticipated that regular block bookings will be common in some cases, for example sporting activities.

HM Revenue & Customs allow a concession on block bookings of 10 or more consecutive sessions, provided that the period between sessions is more than 24 hours and less than 14 days. Such bookings do not carry VAT. It is therefore important to ensure that any cancellation of sessions within a block booking does not violate these conditions.

The same booking and invoicing procedures should be followed for block bookings as for individual school lettings, **except:-**

One invoice should be issued each term in order to meet the requirements of HM Revenue & Customs.

In order to protect the concession in respect of VAT it is required that payments be made termly in advance. However, if this is not possible, payments may be phased over the period of the booking but **must** be received in advance of each session. Should any of the lets be cancelled and break the concession then all the lets become liable for VAT, an invoice should be raised for the VAT element of the let.

### **Value Added Tax**

Regulations covering the application of VAT must be strictly adhered to as they are laid down by HM Revenue & Customs.

The letting of a room or area is exempt from VAT. However, the letting of equipment is standard rated. If however, you are letting a hall or room and a piano or chairs are included as part of the lettings, these are considered incidental to the main hire and the exemptions remain.

Should a hall and kitchen be let together they are exempt from VAT, provided the Council is not the caterer. The appropriate rate of VAT must be shown against each element on the invoice, even if that rate is 0%. **This is a requirement of HM Revenue & Customs.**

The grant of facilities for playing any sport or participating in any physical recreation is standard rated unless the hire is for more than 24 hours or is for a series of 10 or more lets. Each session in the series must be at least 24 hours and not more than 14 days apart in order for the lets to be exempt from VAT.

Admission to sporting or social events is standard rated.



**TERMS AND CONDITIONS OF HIRE OF SCHOOL PREMISES**  
**St. Theresa's Catholic Primary School**

**Scale of Charges**

The hire charges for use of the hall/classrooms for after school clubs (open to pupils at St. Theresa's), are as follows:

0 – 10 pupils                      £10 per hour per session

11 – 15 pupils                    £ 15 per hour per session

16 – 20 pupils                    £ 20 per hour per session

21 + pupils                        £ 25 per hour per session

OR 20% of the takings

+ VAT (if required)

This amount includes the use of the toilet facilities.

For one off events or evening events after 6pm, the hire charge for the hall/classrooms will be £50 per hour with a minimum let of 2 hours (this includes caretaking costs).

For all day hire at weekends for 5 hours or more the hire charge is £250.

This amount includes the use of the toilet facilities.

Any hirer who does not vacate the premises at the agreed time will be charged for the additional letting time.

A non-refundable deposit of £25 is required on confirmation of the booking, the balance of the hire charge to be paid within seven days after the date of hire. In addition, we may ask for a refundable deposit of £50.00 against damages or extra cleaning costs which may be incurred (see below).



Payment by bank transfers are preferable but cheques should be made payable to 'St. Theresa's Catholic Primary School'.

Limited car parking space is available in the staff car park.

### **After School Clubs (please refer to additional Guidance Notes)**

1. Always sign in and sign out
2. Maintain your register (including emergency details) and leave it onsite
3. Contact the school immediately if you anticipate being late
4. You need to be in school from the time that the children are dismissed from school (3pm)
5. Do not leave until all your children have been dismissed.

### **Cleaning**

At the end of the hire period, the premises should be left promptly, tidily and reasonably clean, otherwise extra cleaning costs will be charged.

### **Emergencies and Health and Safety**

- a. Smoking is prohibited on the whole school premises. Anyone found to be smoking will be asked to extinguish their cigarette and, in the event of refusal to do so, the school reserves the right to terminate the let.
- b. The use of any form of pyrotechnics or fireworks is strictly prohibited.
- c. Hirers are strongly advised to familiarise themselves, in the case of fire, with escape routes, location of fire extinguishers, fire alarms and exit doors and to make every effort to call the Fire Service if fire should break out.
- d. The number of people on the premises shall not be normally more than 300 (including children). The maximum number of people permitted in the assembly hall is 300.
- e. In case of an emergency, the on-site telephones can be used to call the emergency services.
- f. For lettings on the weekends, or after 3.30pm on weekdays, a first aider (provided by the hirer) will be on site at all times.

### **Equipment**

- Hirers will identify any equipment they require from the school and detail this in their application form; hirers must seek permission from the governing board to use any additional equipment once the form has been submitted.
- The site manager will conduct an inventory of all the equipment that the hirer requests, noting its condition. The site manager will review this inventory after the hirer uses the equipment to ensure its proper use.

- Furniture and fittings will not be removed or interfered with in any way unless permission has been granted by the site manager or Headteacher. Where permission has been granted, the site manager will oversee the move.
- If a furniture move has been agreed, the hirer and site manager will negotiate restoring the premises back to its original state.
- Any damage to equipment, furniture or the building will result in the hirer being charged the cost of any repairs or replacements.
- Hirers are allowed to bring their own equipment on to the premises; however, they will be required to acknowledge this in their application form.
- The hirer will ensure that any equipment that they provide meets the relevant health and safety standards.
- The school cannot be considered responsible if any of the hirer's equipment is damaged, stolen or lost whilst being used on the premises.
- CCTV systems will be used to monitor events and identify incidents taking place whilst the premises are in use, in accordance with the school's Data Protection Policy.
- Hirers will report any stolen or missing equipment to the site manager immediately.
- Food and drink may be prepared on the premises; however, hirers must seek direct permission from the governing board.
- The hirer will prepare food and drink in line with current food and hygiene regulations.

### **Insurance, Loss, Damages etc.**

All hirers must arrange their own public liability insurance cover for the duration of their period of hire. Proof must be shown to the school prior to hiring. If you would like to go on to the school's insurance a surcharge of 7.35% will be added to your final bill.

The governing board shall not be liable for any loss, theft or damage in respect of the hirer or any person coming onto the premises as a result of the hire.

The hirer will be responsible for any damage caused other than normal wear and tear.

### **Jurisdiction**

The hirer and school agree that this contract is governed by the Laws of England and that the exclusive jurisdiction of the English Courts applies.

### **Noise**

The school is set in a quiet residential area, and it is the responsibility of the hirer to ensure that good order is kept at all times. The school reserves the right to terminate the let with immediate effect in the event of complaints from local residents over noise disturbance.

## **Notice and Termination**

1. The let may be terminated by the school at any time by giving one month's written notice to the hirer. The hirer may terminate the let at any time by giving 8 weeks' notice to the school in writing.
2. In the event of a breach of these terms and conditions by the hirer, the school may terminate the let with immediate effect.

## **Payment**

All bookings must be fully paid within 7 days of the hire date.

In the case of block bookings, payment for at least three bookings must be made before the first hire. Only in special circumstances can this be waived and this must be negotiated with the lettings secretary prior to hire.

Hire time will be costed on entering the premises. No additional time can be allowed to prepare for the let i.e. preparing food, setting up equipment, decorating the premises, etc. and any apparatus or equipment brought onto the premises will be removed immediately after the completion of the letting.

## **Selling Alcohol on the Premises**

The sale of alcohol beverages is not permitted without a Temporary Event Notice Application.

You may apply online here: <https://www.gov.uk/apply-for-a-licence/temporary-event-notice/barnet/apply-1>

The temporary licence has a fee of £21. A hirer should obtain the licence one month in advance. The licence must be shown to the school before the event and displayed during the period of hire.

## **Sub-letting**

Sub-letting of any kind is strictly prohibited. If the school receives any evidence pertaining to plans to sub-let, all bookings that the hirer has made will be cancelled.

## **Using the Site**

- The hirer will liaise with the site manager to ensure the school remains secure before, during and after use.
- Hirers will be given an emergency contact number for the site manager in case of any security breach.
- The school premises are closed after 11pm to avoid any noise complaints from neighbouring residents.
- Keys/security codes will not be passed to any hirer or other person without written permission from the Governing Body.

- The site manager will return to the site before the hirer leaves, to ensure the site is clean and secure ready for the next day.
- The school's car park is available to hirers during their time on the premises; however, the Governing Body and school will not accept responsibility for any loss, damage or accident that may occur whilst the car park is in use.
- Alcohol will not be sold on the premises unless the school holds a licence to sell alcohol and this has been agreed in writing with the Headteacher.

**The hirer shall only use the accommodation for the purpose stated and shall have a designated person in charge present at all times. This person will be responsible for good order being kept at all times and for ensuring that the number of people attending does not exceed the estimated number given on the application form. A written undertaking to this effect must be made.**

I have read and understood both the policy and the above terms and conditions; I agree to be bound by them

..... Signed on behalf of the hirer

..... Date

..... Signed on behalf of the school

..... Date



## **St. Theresa's Catholic Primary School**

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### **Guidance notes for Adults providing Extended School Activities**

Thank you for providing this valuable opportunity for our children. To ensure that everything runs smoothly for you, our parents and children, we are providing you with some guidance notes.

Before you begin your sessions or take on additional children please ensure that you have emergency contact details for parents and information about any medical issues or medication required e.g. asthma inhalers.

Could you please give Mrs Orsi, the Office Manager or Mrs Tsui, the School Secretary a copy of your First Aid at Work qualification.

Ensure you sign the St. Theresa's Visitor Briefing Document before you start your first session.

1. Please sign in and out for each session and wear a name badge.
2. Register children attending at the start of every session and leave your register on site.
3. You need to be in school from the time that the children are dismissed from class (3.30pm).
4. Contact the school immediately if you anticipate being late.
5. If your session takes place straight after school, it should not be necessary for the children to eat a snack.
6. All children should have a water bottle and are encouraged to drink water during the school day.
7. We expect the children to show you respect and behave for you as they would for their class teacher. If you have any problems with discipline, please speak to or leave a message for Mr Troy (Deputy Headteacher) or Miss Costa (Headteacher).
8. If a child in your class feels unwell please send him/her to find a member of staff who will contact the parent for you.
9. If a child has an accident which you are unable to deal with please send one child to find a member of staff to alert them to what has happened.
10. At the end of your session it is important that all children are dismissed individually into the care of the adult collecting them.
11. If a child is not collected on time it is your responsibility to contact the parent and remain with the child until he/she is collected.
12. Do not leave until all of your children have been dismissed.

13. If you have any safeguarding concerns, complete a yellow safeguarding form (found in school office) and inform a member of the safeguarding team (Miss Costa, Mr Troy and Mrs Folan)
14. Always leave the area you have used EXACTLY as you found it.

**Annex III****APPLICATION FOR USE OF SCHOOL PREMISES****St. Theresa's Catholic Primary School, East End Road, Finchley,  
N3 2TD**

*This application must be completed by any person or organisation wishing to hire the above premises. The application form must be returned to the Lettings Manager (Mrs Orsi or Mrs Tsui) not less than twenty-one days before the proposed use. Payment must be received in full within 7 days of the hire date.*

Name of applicant:						
Address of applicant:						
Telephone numbers:						
Email:						
Purpose of use:						
Name of designated person in charge:						
Accommodation required: (please circle)						
<b>Hall</b>	<b>Dining Room</b>	<b>Kitchen</b>	<b>Classroom</b>			
Days of the week requested: (please circle)						
<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>	<b>Sunday</b>
Dates requested:						
From ..... (DD/MM/YYYY)			To ..... (DD/MM/YYYY)			
Times requested:						
From .....:..... (am/pm)			to .....:..... (am/pm)			
Estimated number of people/children expected:						
Extra equipment and special facilities required:						
Will alcohol be: (please circle)                      a) Supplied                      b) Sold						
<p>The sale of alcohol beverages is not permitted without a Temporary Event Notice Application.</p> <p>You may apply online here: <a href="https://www.gov.uk/apply-for-a-licence/temporary-event-notice/barnet/apply-1">https://www.gov.uk/apply-for-a-licence/temporary-event-notice/barnet/apply-1</a></p> <p>The temporary licence has a fee of £21. The hirer should obtain the licence one month in advance. The licence must be shown to the school at least 7 days before the event and displayed during the period of hire.</p>						
Will you be working with children and/or young people?						
If yes, have you attached a copy of your safeguarding policy?						
Signature ..... Date .....						
Print name .....						

**Annex IV SITE MANAGER CONTROL RECORD – TO BE COMPLETED AFTER  
LET**

**St. Theresa's Catholic Primary School, East End Road, Finchley,  
N3 2TD**

Date of let:		
Was extra cleaning required?	Yes	No
If yes, please enter brief description of extra cleaning required:		
How long did extra cleaning require?		
Did there appear to be any damage to school property?	Yes	No
If yes, please enter brief description of damage:		
Were you able to lock up at agreed time?	Yes	No
If no, please enter brief description of why not:		
What time did you lock up?		

**Signed .....** (Site Manager)

**Date .....**