



St. Joseph's Catholic Primary School

Lettings & Conditions of Hire

Date of Approval	June 2023
Date of Next Review	Jun 2025
Review led by	Office Manager
Approved by	LGC
This policy should be read in conjunction with the following documents	
Notes	



MISSION STATEMENT

St Joseph's Catholic Primary School strives to promote the education and development of all our children.

Learning through the love of Jesus Christ and empowered by his example, we celebrate our uniqueness and our distinctive gifts.

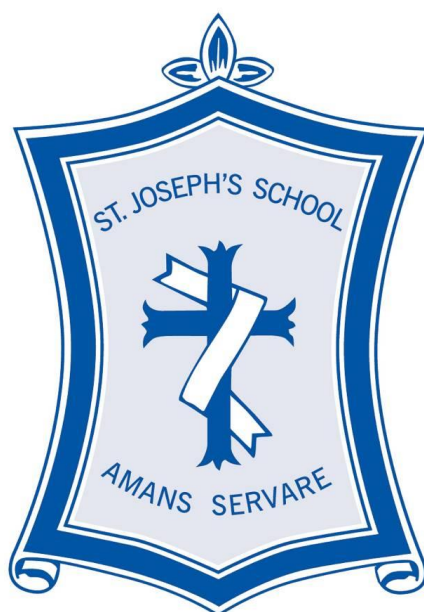
Growing in our Catholic faith we have high aspirations for all.



Aim high, live and learn with Jesus, everyone welcome



St Joseph's Catholic Primary School



Lettings Policy & Conditions of Hire 2023/24

St Joseph's Catholic Primary School

Lettings Policy – 2023/24

School Mission Statement

St Joseph's Catholic Primary School strives to promote the education and development of all our children. Learning through the love of Jesus Christ and empowered by his example, we celebrate our uniqueness and our distinctive gifts. Growing in our Catholic faith we have high aspirations for all.

Aim

To provide facilities for the community and pupils after school hours and during selected holiday periods. Whilst lettings that benefit the children of the school will be encouraged at minimal income, the cost of letting the premises to outside organisations or individuals must cover all the costs involved and produce a net income to the school. Income derived from lettings will be retained by the school and costs to the school of lettings will be met from this income.

Facilities

St Joseph's Catholic Primary School is in a central location in Haywards Heath. The school is adjacent to St Paul's Catholic Church and is a few minutes' walk from the main Town Centre. In addition to the main hall and playing field, we offer sufficient kitchen facilities with the added benefit of **free** car parking for up to 40 cars.

Delegated Authority to Approve Lettings

While any hire agreement is between the Governors of the school and the Hirer:

- The Headteacher is authorised to agree all the lettings of the school premises.
- The Office Manager undertakes the full operational duties for arranging and monitoring the lettings policy.
- The Office Manager will advise the Headteacher and the Finance Committee of any non-payments of amounts due relating to lettings each term.

Refusal of Permission

No hiring is permitted which, in the opinion of the Governors, is likely to:

- create any disturbance
- cause any inconvenience to the residents, other Hirers, or staff at the school

We expect all Hirers to respect the school's Catholic ethos.

St Joseph's Catholic Primary School
Lettings – Conditions of Hire
2023/24

Charge

The school has adopted the scale of charges set out below for school lettings. Where the school is used for Community Education or for Election purposes, then the school is mandated to follow the West Sussex County Council guidelines and charging schedules.

Area of Hire	Period	Rate
Hall, Kitchen or Grounds <i>(including classrooms)</i>	After school clubs for St Joseph's School Children	£15.00 per hour (part hours will be charged at the full hourly rate)
Hall, Kitchen or Grounds	Evenings* / weekends *4.00pm onwards	£12.50 per hour (minimum charge £25.00)
Hall, Kitchen or Grounds	Holiday Period – Full Day <i>8am-6pm</i>	£85 (both halls) £70 (main hall only) £45 (small hall only)
Hall, Kitchen or Grounds	Holiday Period – Half Day <i>8am-1pm or 1pm-6pm</i>	£50 (both halls) £35 (main hall only) £22.50 (small hall only)
Hall, Kitchen or Grounds	Holiday Period - Full Week <i>5 days – Monday-Friday</i>	£325 (both halls)
Classrooms (on agreement)	Daily Rate	£11.00

Conditions of Hire

1. The School will provide the hirer with up-to-date H&S information needed for the period of hire. Guidance, for the school, is available on what information needs to be provided to the hirer.
2. The Governors of the School/College are advised to include the vetting of hirers to ensure their premises are not being used for radicalisation purposes.
3. The Hirer shall satisfy himself that the facilities to be hired are suitable for his purposes.
4. The use of the premises must not interfere with the proper working of the School/College or impair its efficiency.
5. The contract for the hire of the premises between the Hirer and the Governors of the School/College shall take effect only upon written acceptance of the application on behalf of the Governors being posted or handed to the Hirer.
6. The Hirer shall be advised of the hiring fees (and any insurance premium) on completion of the Letting Agreement attached or on the written acceptance of the hiring.

7. In the event that the Hirer cancels the hiring, the following fees shall be repayable to the Hirer, less any expenses incurred, at the Governors' discretion:
 - not less than 42 days notice of cancellation – 75% of fees
 - not less than 28 days notice of cancellation – 50% of fees
 - less than 28 days notice of cancellation – no refund

8. The Hirer shall indemnify the Governors of St Joseph's Catholic Primary School of all claims for damages, compensation and/or costs in respect of:
 - (i) bodily injury or illness to Third Parties, and/or
 - (ii) damage to Third Party property caused by or arising out of or being incidental to the Hirer's use of the premises.

9. The Hirer shall be responsible for loss or damage to the School premises and contents therein.

10. The Hirer shall obtain adequate insurance in respect of the liabilities and the loss or damage referred to respectively in Conditions 7 and 8 above. (See Appendix following Conditions of Hire for explanatory notes on insurance).

11. In order to obtain adequate insurance either from your own insurance source or if you wish to use the insurance provided through the school (non-commercial hirers only), you should ensure that you have an appropriate risk assessment of the activity you are going to undertake. The risk assessment should be attached to this application form.

12. The risk assessment does not have to be a detailed document, but it will need to provide information on what activity will take place on the school premises and in which rooms. There should be a simple plan of:
 - how are people going to get into the premises,
 - how will they be notified of an emergency and what they should do if an alarm is activated
 - information on what they can and can't do, where they can go and can't go etc.
 - appropriate control measures to deal with emergencies such as a nominated first aider, someone who remains able to take control if there is an emergency and call the emergency services if needed

The Governors hold/do NOT hold licences for (a) public dancing, music or any other public entertainment and (b) public performance of plays. The Hirer shall be responsible for obtaining and complying with any necessary licences and for complying with all necessary legislation, including DBS clearance if necessary and abide by the school's Children Protection & Safeguarding which can be found at: <https://www.stjosephshh.org.uk/our-school/policies-plans/>. The hirer shall produce the licence for inspection prior to the event

13. The Hirer shall be responsible for complying with the legislation relating to copyright in relation to the hiring and with the legislation relating to copyright in relation to the hiring and the requirements of the Performing Rights Society Limited and Phonographic Performance Limited concerning the performance respectively of

musical work and sound recordings on the premises. The Hirer indemnifies the School against any breach of this condition.

14. If the Hirer intends to apply for a Justices' Occasional Licence for the sale of intoxicating liquor then the written approval of the Governors shall first be obtained. The Hirer shall be responsible for ensuring compliance with the provisions of the Licensing Acts.
15. The Hirer shall be responsible for ensuring that any gaming or lottery, which takes place on the School premises, complies with the relevant legislation.
16. Use of the premises is limited to the accommodation hired and necessary facilities such as toilets. Car parking is permitted in designated areas on the School premises subject to availability.
17. Where permission is given for the use of kitchen areas, this will normally be limited to the use of worktops and wash up sinks. The Hirer shall be responsible for the provision of crockery, glasses, cutlery and cleaning materials. Kitchens must be left in a clean and tidy condition for the preparation of the school meal on the following day. On no account may foodstuffs stored in kitchens be used by Hirers.
18. The Hirer is responsible for the preservation of good order during the hiring. The Hirer shall at all times provide an adequate number of stewards who shall be present throughout the hiring.
19. The Governors reserve the right to require the Caretaker/Premises Officer to be in attendance for the preservation of good order and safety and to recover from the Hirer any additional expenses incurred as a result of this condition.
20. The wearing of nailed or stiletto-heeled or other unsuitable footwear in indoor areas is prohibited.
21. No nails or screws shall be driven into the walls, floors, ceilings, furniture or fittings, and no placards shall be affixed to any part of the premises.
22. The laying of composition or other preparation on School/College floors is prohibited, without the prior written approval of the Governors.
23. Smoking on the site is prohibited.
24. School furniture (other than chairs in the hired accommodation) and equipment shall not be moved except by prior arrangement.
25. Any alteration or addition to the school lighting or electrical heating systems is strictly forbidden, except with the written consent of the Governors. Consent may be subject to conditions, which the Hirer will be required to observe.

26. If any special equipment is required, it must be clearly stated on the application form. An extra charge will be made for this service, and the School/College must be satisfied that a competent person will supervise the use of the equipment.
27. The Hirer will be responsible for providing any first aid facilities that he deems necessary in accordance with the Health and Safety (First Aid) Regulations 1981.
28. No function shall extend beyond the hiring period and the Hirer shall completely vacate the premises and grounds by that time, unless special arrangements have been agreed on behalf of the Governors.
29. After use, the Hirer must leave the premises in a clean and tidy condition, the Hirer's property removed, and all appliances switched off and lighting extinguished. The Governors reserve the right to recover from the Hirer any additional expenses incurred as a result of non-compliance with this condition.
30. The Governors reserve the right to cancel any hiring without notice if: -
 - (i) the accommodation will, due to circumstances outside their control, be unavailable for the hire period, or
 - (ii) the Hirer has failed to disclose material information concerning the proposed hiring, or
 - (iii) there are reasonable grounds to conclude that the Conditions of Hire may be breached to a material extent.

In the event of (i) all hiring fees will be refunded to the Hirer, but the Governors shall have no further liability to the Hirer. In the event of (ii) and (iii) any refund of hiring fees shall be at the discretion of the Governors.



HIRER'S INSURANCE – INDEMNITY CLAUSE

A. INJURY TO PERSONS OR PROPERTY

1. The Hirer shall indemnify St Joseph's Catholic School against all claims for damages, compensation and/or costs in respect of: -

(i) bodily injury or illness to Third Parties, including West Sussex County Council's servants and agents or Governors and/or

(ii) damage or loss to Third Party property caused by, or arising out of, or being incidental to the Hirer's use of the premises.

2. Commercial Hirers shall effect adequate insurance to cover this liability with a preferred minimum limit of indemnity of £10 million, although £5 million is acceptable subject to approval from the Bosco Academy Trust.

The Hirer shall effect adequate insurance to cover this liability prior to the use of the facilities and, if for more than one-off events, throughout the period of hire.

B. DAMAGE TO PREMISES AND EQUIPMENT

1. The Hirer shall be responsible for the loss of, or damage to the premises and contents therein, which is the property of St Joseph's Catholic Primary School I, except when loss or damage to the premises or contents are as a result of the negligence of St Joseph's Catholic Primary School. .

2. The Hirer shall effect adequate insurance in respect of such loss or damage.

HIRER'S INSURANCE

In accordance with the Conditions of Hire, it is customary to require organisations or individuals to accept responsibility for damage to the premises and its equipment and for Third Party claims involving injury to persons and/or damage to property.

Due to difficulties experienced by non-commercial hirers in arranging Public Liability Insurance hirers will be covered by the Risk Protection Arrangement (RPA) membership.