



St Francis Church of England Primary School

School Lettings Policy

Drawn up by
Ratified by

Administrator
Governors

September 2004

Version No	Date	Change/Review
V1.0	March 2016	Policy reviewed, amended & ratified
V1.1	January 2019	Policy reviewed, amended & ratified
V1.2	January 2021	Policy reviewed, amended & ratified
V1.3	November 2022	Reviewed (no change) & ratified

Introduction

The letting of the School facilities is the main source of income for the Governors. With the requirement to meet 10% of any repairs and maintenance costs to the exterior of the building, as well as the need that costs associated with lettings are not subsidised from the delegated budget, it is necessary to set guidelines to ensure that lettings are:

- Properly documented
- Cost effective
- Of a type conducive to the size and general disposition of the facilities
- Produce as reasonable a level of income as possible.

General

It is the policy of the Governors to be selective in the letting of the facilities to local organisations/bodies only. Where the purpose of any letting would appear to be detrimental in any way to the general conditions or otherwise of the facilities, or those of the school, the letting will be refused. This will be determined by the Lettings Officer appointed in accordance with the Governing Body Scheme of Delegation.

Lettings to the St Francis PTFA are to be made free of charge. Any other local organisations/bodies may apply to the Full Governing Body for special allowances. Any agreement, for special terms are to be fully recorded in the Governors' minutes. The hiring charge will be reviewed annually by the Finance Sub-committee.

All lettings are made in accordance with the Governors' No-Smoking Policy

Letting Conditions

- 1 Lettings should be made through the School Administrator.
- 2 Where the hirer does not have public liability insurance, 15% of the charge will need to be set aside which is collected by Swindon Authority. A copy of the liability insurance will need to be seen prior to the letting.
- 3 St Francis School must ensure that the organisation letting facilities is responsible for their own Complaints Policy
- 4 The attention of hirers must be drawn to the constraints imposed by statutory requirements of the letting of premises.
 - i. Public music, singing, and dancing can only take place in premises that have a Music, Singing and Dancing Licence. Applicants must be requested to observe the conditions of any such licence. Amongst other things, there will be conditions limiting the hours during which the activity can take place and the maximum number of persons who can be present in the licensed accommodation.
 - ii. Public performance of stage plays etc. can take place only in premises that have a Stage Play Licence issued under the Theatre Act 1967. Hirers requiring accommodation for this purpose must ascertain from the Clerk to the Governors if there is such a licence and what its conditions are – particularly in respect of maximum size of audience and seating arrangements.
 - iii. Intoxicating liquor cannot be sold on the premises unless the hirer or person providing the bar facilities has obtained a licence from the Justices. Such a licence must be shown to the Clerk to the Governors on the premises before commencement of the letting. The bar must be situated where persons under the age of 18 years cannot obtain access.
 - iv. No animals, other than guide dogs, shall ordinarily be allowed in the school buildings.

- v. The hirer is responsible for leaving the premises clean, tidy, free of mud and gum, and equipment used returned to its rightful place.
 - vi. No footwear liable to damage floors may be worn in the school buildings.
5. Where the use of facilities is furthering the purpose of the School, it need not be a letting. It is at the discretion of the Governors to decide what constitutes "furthering the purpose of the School" and what does not.
6. The Swindon Education Committee determines the charges to be made by schools for council provided or sponsored activities to ensure schools get a fair return for the use of the facilities but no profit is made at the expense of the Council.
7. Where there is damage caused to the school building or damage to contents caused during the hire of rooms, a charge of up to £150 will be made to the hirer to cover the school's excess.

Caretaking staff

Lettings are to be made on the understanding that when it is the responsibility of School Caretaker to secure the buildings, the agreed lock up time is strictly adhered to.

When there is no caretaking attendance the following is the responsibility of the hirer:

- Preparation of the facility
- Opening of the facility
- Security of the School at the finish of the letting
- Restoring and/or cleaning of the accommodation for normal school use
- Closing of the premises is the responsibility of the hirer.

The security issue responsibility is critical. The Governors must ensure that following a letting being arranged, responsibility for the School's security is delegated and the duties of that person are fully explained.

Health and Safety

The school is responsible for ensuring that the client receives a copy of the School's Health and Safety Policy. The client is responsible for ensuring that risks assessments are carried out and recorded before the beginning of the let and these are reviewed each term.

Fire Safety Procedures

Hirers have the responsibility to ensure that their users are familiar with the fire escape procedures within the school. A fire safety notice is in place in each room. Any fire practices during school time must be adhered to.

Cancellation

In the event of the school needing to cancel an agreed letting, the school or Governors will not be liable for any claim for compensation (financial or otherwise) other than the return of any deposit money received.