



CARDINAL NEWMAN  
CATHOLIC SCHOOL

*January 2019*

Reviewed: *Resources  
Committee*

Date of Next Review:  
*January 2020*

**Lettings Policy &  
Tariff**

## LETTINGS POLICY & TARIFF

### Key Points and Summary

- 1) Cardinal Newman aims to ensure the use of the school's facilities to the fullest potential. It is intended that the premises and sports facilities are available firstly, for the benefit of our learners and secondly for the local community consequently providing the school with financial income.
- 2) This policy aims:
  - To ensure that lettings are not in conflict with the fundamental purpose of the school.
  - To support community involvement in the life of the school.
  - To support the community in sporting, cultural and educational pursuits.
  - To be consistent with the school's equal opportunities policy.
  - To maximise the commercial opportunity for lettings.
  - To ensure costs are calculated and covered.
  - To provide a professional service to users' of the school premises and ensure good customer care.
  - To monitor the maintenance of the high standards of the premises and grounds.
- 3) The emphasis is to ensure that staff are aware of their responsibilities and hirers' compliance with health and safety and insurance requirements. The school's safeguarding & child protection policy should be adhered to including the school's right to terminate the lettings agreement if it believes the booking is being used for the purposes of radicalisation.

### Responsibilities

Overall responsibility for school lettings is held by the Governing Body who monitor the policy through the Resources Committee. The Principal has responsibility to ensure adherence to the policy and practical responsibility for the policy is initially delegated to the Business Manager in liaison with the Site Manager. The Finance Department are responsible for raising invoices on a monthly/half termly basis and keeping track of payments due. The Site Manager is responsible for keeping a diary of all lets and ensures there are duty site staff to cover lets. Also to organise cleaners when necessary.

### Charges

All charges to be reviewed by the Resources Committee annually and set at a commercially viable rate. **See Appendix A.** Any concessions will be considered by the Principal/Business Manager.

### Bookings

Bookings for the facilities arise by direct contact with the school. The school & other current hirers are given priority. Other considerations include the type of let, site staff availability, the number of other lettings coinciding and the suitability of our accommodation. The final decision regarding agreement to hire rests with the Governing Body. In the event of a hirer being dissatisfied with the facilities or service the Business Manager should be contacted in the first instance.

## Hire Agreement – School Premises

School/Premises: .....

Principal: .....

Hirer: .....

Purpose of Hire: .....

Date(s) of Hire: .....

Hiring Fee: .....

This agreement is between the above named School and the above named Hirer for the purpose stated under the following conditions.

### 1. General

- 1.1 The Principal and the Business Manager are responsible for approving the hiring of school premises ('the Hire') and applications in the first instance should be made to the Business Manager.
- 1.2 If the School is required for urgent official or academic reasons the School reserve the right to cancel the Hire. Should this occur the Hirer will be reimbursed with the Hiring Fee.
- 1.3 No alterations must be made to the school structure, fixtures or fittings. Notices must only be fixed to notice boards provided.
- 1.4 Suitable footwear must be worn so as not to damage the School floors. Nothing must be put on the floors that will change the properties of the floor.
- 1.5 Members of the public must not be admitted to the school premises after 10pm.
- 1.6 Alcoholic beverages must not be sold or consumed on the premises unless the Principal has given specific approval. Should such approval be given the Hirer must obtain the necessary licence, which must be produced, to the Principal prior to the Hire.
- 1.7 The Hirer must comply with the new smoke free legislation, which came into effect on 1 July 2007. Failure to comply may result in a fine for both the hirer and the school. Smoking is not allowed anywhere on the School premises.
- 1.8 Occupancy limits must not be exceeded (School to list occupancy limits of rooms used for hire.)

### 2. Hirer's Responsibilities

- 2.1 The Hirer must produce event documentation to include a risk assessment and an emergency action plan of the Hire. This documentation must include details of health and safety issues relating to the nature of the hire including arrangements for first aid, supervision, communication, crowd control, use of equipment, traffic management and emergency procedures, appropriate to the nature of the hire. The Hirer undertakes to follow any recommendations arising out of such Risk Assessment prior to the Hire.

- 2.2 The School reserves the right to undertake regular checks of the Hire of the Premises by the Hirer and any recommendations made by the School following such checks will be undertaken without delay by the Hirer. Failure to comply may result in termination of the hire arrangements.
- 2.3 If the Hirer wishes to cancel the Hire it must be notified in writing to the Business manager at least one week before the Hire is due. In the event of the Hirer failing to give such notice the Hiring Fee will be non-returnable. Any preparation work carried out for the Hirer will be paid for by the Hirer.
- 2.4 The Hirer must be in attendance at all times and must provide and exercise adequate supervision throughout the Hire to prevent:
- (a) Damage to buildings, grounds, fixtures, fittings and equipment; and/or
  - (b) Excessive noise and/or nuisance to local inhabitants.
  - (c) Ensure that provisions for safety including recommendations identified through risk assessment are carried out.

The Hirer will meet the cost of making good any damage caused.

- 2.5 Adequate insurance will be affected by the Hirer to cover the liability in respect of the Hire. In respect of public liability insurance cover the Hirer shall affect a policy with a minimum indemnity limit of £10,000,000 in respect of any one incident. Where the hirer does not have appropriate public liability insurance cover and is an individual or a non-profit making organisation/charity this will be provided by the school at a cost to the hirer of 10% of the hire charge. Proof of status will be required. Where the hirer is charging members of the public for the service it is hiring the premises for, the hirer will be deemed to be a profit making concern and will be responsible for providing evidence of public liability cover as detailed above.
- 2.6 The Hirer will provide the School with copies of the necessary insurances on request.
- 2.7 In the event of any injury, damage or loss being sustained, suffered or incurred by the Hirer or any other person. The Hirer shall accept full responsibility and shall indemnify the School from all costs. Including claims, demands and expenses arising therefrom save where any injury, damage or loss or to any claim arising therefrom was caused by the negligence of the School, or any servant or representative of the School, in which circumstances, the School will indemnify the Hirer from all costs, claims, demands and expenses arising therefrom.
- 2.8 In the event of any damage done to or loss of property suffered or incurred by the Hirer the Hirer shall accept full responsibility therefor and shall indemnify the School from all costs, claims, demands and expenses arising therefrom save where any damage or loss or to any claim arising therefrom was caused by the negligence of the School or any servant or representative of the School in which circumstances the School will indemnify the Hirer from all costs, claims, demands and expenses arising therefrom.
- 2.9 The School will not be responsible for the safety of any goods or articles of any kind that may be brought into or left on the Premises by the Hirer and/or any of his servants or representatives while on the Premises for the purposes of the Hire.
- 2.10 The School reserves the right to forthwith cancel the agreement if, in the opinion of the School, damage may be caused to the Premises; or if by flood, tempest, storm, fire or other cause beyond the School's control the Premises shall be rendered unfit for use; or if the School considers it necessary to close the Premises for the purpose of executing urgent repairs or alterations; or if, in the opinion of the School, it is in the public interest that the Premises should be closed for any reason.
- 2.11 The Hirer is responsible for providing a person/persons who is capable of administering First Aid. The Hirer is also responsible for ensuring that himself, his appointed representative and the person/s responsible for administering First Aid are aware of the location of First Aid facilities and an outside telephone. First Aid facilities (e.g. First Aid box) must be provided by the hirer.
- 2.12 The Hirer or his appointed representative is responsible for reporting any accidents on the school's official accident report form, (HS2 Health and Safety Incident Report) and notifying the Business Manager / Caretaker as instructed. Copies of the necessary accident report forms shall be made available to the Hirer as necessary. Where appropriate, the school will provide a copy of the

Incident Report form to Brighton and Hove City Council's Health, Safety and Wellbeing Team for necessary review and investigation.

- 2.13 The Premises must be left clean and tidy after use. The cost of any additional cleaning found to be necessary will be met by the Hirer.
- 2.14 Public performances, entertainment, performance of music, singing or dancing to which members of the public are admitted are not permitted unless prior permission has been obtained from the Principal who will determine that the School premises are adequately licensed for those purposes.
- 2.15 Organisations are not permitted to use the school name (Cardinal Newman Catholic School) or school logo in any publicity, branding or press release unless permission is given, in writing, by the Business Manager in advance.
- 2.16 The hirer is responsible for any waste generated by the activity of the hire and must dispose of it appropriately.

### **3. Security and Safeguarding of Children and Young People**

- 3.1 Schools follow best practice in implementing a child protection policy including Disclosure and Barring Service (DBS) checks of adults who work with children in school. Therefore, any organisation hiring school premises, if working with children and young people, will be expected to provide written evidence that they also have a child protection policy and that adequate arrangements are in place to protect children and young people.
- 3.2 If the organisation does not have these measures in place, the School may decline to enter into a Hire Agreement.

### **4. Fire Precautions**

- 4.1 The Hirer should be provided with a copy of the schools Emergency Evacuation Plan.
- 4.2 The Hirer must be in attendance at the scene of the activity during the whole time that the premises are open to the public and during this time an adequate number of competent attendants shall be on duty. The Hirer or his appointed representative shall not be engaged in any duty that will prevent his overall supervision of the Hire.
- 4.3 The Hirer must ascertain and comply with any special fire precautions or requirements contained in music, singing and dancing, theatres, or any other licences appropriate to the intended use of the premises. A fire risk assessment must be completed to cover all activities that will take place for the duration of the hire to satisfy the requirements of current fire safety legislation. This must be made available to the responsible person of the building. Use of pyrotechnics and special effects are not permitted without express permission of the Principal, and are subject to specific risk assessment. Fire authority approval may also be necessary.
- 4.4 Seating, gangways and passages shall be provided as approved by the responsible person acting on behalf of the School.
- 4.5 All gangways, corridors, fire escape routes and external passageways intended for entrance and exit shall be kept entirely free from obstruction.
- 4.6 All exit doors must be accessible during the whole time the public are on the premises.
- 4.7 The Hirer must familiarise themselves with the position of a telephone for summoning assistance, fire alarm system, escape routes, operation of any door opening devices, the location of the assembly point and firefighting equipment. Firefighting equipment should only be used in life threatening situations and should only be used by trained people. A nominated person should be responsible for using the firefighting equipment, if necessary. The responsible person for the site should be consulted on any additional equipment necessary where stage performances or exhibitions are intended.

### **5. Materials**

- 5.1 Mats or other floor coverings shall be secured to prevent rucking, and any drapes over the exit doors shall be hung to prevent them trailing on the floor or obstructing the exits.
- 5.2 Flammable materials are not to be used for the decoration of the premises unless such materials have been rendered flame retardant and are maintained as such. No naked flames can be used (e.g. candles, tea lights etc.)
- 5.3 No hazardous substance/s shall be brought onto school premises unless the Control of Substances Hazardous to Health Regulations have been complied with in terms of material safety data sheets, COSHH risk assessment, and necessary controls and training are in place and must be agreed by the Business Manager.
- 5.4 No hazardous substances can be stored at the school by the Hirer. Only sufficient quantities required for the activity should be brought to the site and all hazardous materials should be removed at the end of the activity (including any waste.)

## **6. Temporary Electrical Installations**

- 6.1 Any temporary electrical installation must only be carried out by a qualified electrician and must comply with the applicable recommendations and requirements of the following:
  - (a) The Institution of Electrical Engineers Regulations for the electrical equipment of buildings – current edition and amendments;
  - (b) The British Standard Specification and Codes of Practice – current edition and amendments; or
  - (c) The Electrical Supply Regulations – current edition and amendments.
- 6.2 All temporary installations shall be disconnected from the permanent installation immediately after the completion of the Hire.
- 6.3 All portable electric items must have been PAT tested within the last 12 months and a visual inspection should be carried out before use.

## **7. Additional Requirements for the Hiring of External School Premises**

- 7.1 The Hirer must consult the Business Manager if there is any doubt about the condition of the ground. In the event of the ground being deemed unfit for use immediately before the Hire is to take place, the hire charge will be refunded.
- 7.2 The Hirer must ensure adequate supervision is exercised over everyone taking part in the Hire including spectators. Casual spectators not included in the Hire must not be admitted. Participants must have reasonable fitness to allow them to undertake the activity safely.
- 7.3 Stakes or similar must not be driven into the ground unless specific permission has been given.
- 7.4 Vehicles must not be driven over or parked on the playground unless prior permission has been obtained, weight restrictions assessed and all precautions have been taken to separate pedestrian and vehicular traffic. Access and exits must be monitored by the Hirer and/or his representative at all times to ensure safety of pedestrians and vehicular traffic.
- 7.5 Unless prior permission has been obtained, bonfires are not permitted. The use of pyrotechnics/ fireworks is not permitted without express permission of the Principal, and is subject to a specific risk assessment. Pyrotechnic/ firework displays should be undertaken by competent specialists and fireworks should be sourced from reputable suppliers. Fire authority approval may also be necessary.
- 7.6 Playgrounds must be left in a clean, tidy and safe condition.
- 7.7 Any loudspeakers must be operated at moderate volume so as not to cause a nuisance.
- 7.8 In relation to car boot sales or similar, the Hirer should take all reasonable steps to ensure that items sold on the School Premises are legal and appropriate for the Premises. It is the Hirer's responsibility to ensure that the name of the School is not brought into disrepute by the sale of

illegal or inappropriate items. The Hirer should refer to the Business Manager for guidance on such items.

## 8. After the Hire

- 8.1 On completion of the Hire the Hirer must carry out an inspection of the Premises to ensure that:
- (a) All windows and doors are closed and secured;
  - (b) The premises have been left clean, tidy and safe; and
  - (c) There are no signs of a fire.

## 9. Termination

- 9.1 In the case of regular Hires, each party reserve the right to terminate this Agreement giving the other party one month's notice in writing.
- 9.2 In the event of a breach of the terms of this Agreement by the Hirer concerning public safety including any failure to implement the recommendations of the Risk Assessment of the Hire, the School may terminate this Agreement with immediate effect.
- 9.3 The School's decision to terminate under Clauses 8.1 or 8.2 shall not give rise to any claims for damages or otherwise by the Hirer.

## 10. Indemnity

- 10.1 The Hirer agrees and undertakes with the School to indemnify and keep the School indemnified from and against all actions proceedings costs claims and demands by third parties in respect of any damage or liability caused by or arising from the use or occupation of the School Premises by the Hirer.

### In the event of difficulty during the Hire please contact:

Business Manager: Jane Burroughs.....01273 558551(Day)

Caretaker: Darrin Halsey.....07718 404660

**Please sign below to indicate you have read and accepted the above terms and conditions of Agreement.**

Signed: .....

Date: .....

Hirer

Print Name: .....

Contact: .....

Contact: .....

Address: .....

Telephone: .....

**Appendix A – Lettings Charges with effect from 01.09.17**

<b>Facility/Room</b>	<b>Evening Hourly Rate (applies 3.15-9 pm) Minimum charge 2 hours</b>	<b>Holiday/Weekend Hourly Rate Minimum charge 2 hours)</b>	<b>Daily Holiday/Weekend Rate (based on 8 hours)</b>
Newman Lecture Theatre	£100 £50 per subsequent hour	£125 £65 per subsequent hour	£500
Octagon	£60 £30 per subsequent hour	£75 £40 per subsequent hour	£300
Sports Halls	£50 £25 per subsequent hour	£65 £35 per subsequent hour	£260
Dance Studio	£40 £20 per subsequent hour	£50 £25 per subsequent hour	£200
Sports Fields	£20 £10 per subsequent hour	£25 £15 per subsequent hour	£100
Classroom	£25 £10 per subsequent hour	£30 £15 per subsequent hour	£120
Chapel	£60 £30 per subsequent hour	£75 £40 per subsequent hour	£300
Library	£40 £20 per subsequent hour	£50 £25 per subsequent hour	£200