

ST JAMES' LETTINGS POLICY

This policy has the School's Motto at its heart.

**Faith in action,
Growing together,
Walking in the footsteps of Christ**

At St James' RC Primary School we will only let our premises if there is no interruption to or curtailment of school use.

We will only let out our property at the end of the school day, weekends and holidays in order to:-

- Raise income for the school;
- Better integrate the school into the local community;
- Satisfy some of the needs of local individuals, groups and organisations;
- Increase the use of the facilities which are of necessity, under used by the school.

Outside hirers will be asked to pay £20 per hour which includes the necessary insurance payment.

Clubs that are run by external providers but are attended by St. James' pupils pay a lettings fee of £10 per hour to cover insurance. The PTA also pay £10. This is subject to annual review.

1. The hire of any property in this Agreement of Hire is made by the Governing Board of St. James' to the Hirer and any rights granted in this Agreement of Hire are granted solely to the Hirer and may not be passed to another Hirer.
2. The Hirer shall not use any hired property for any purpose other than as specified in this Agreement of Hire.
3. The Governing Board reserves the right to enter or inspect any hired property at any time during an event.
4. The council reserves the right to cancel any Agreement of Hire at any time upon giving notice to the Hirer in writing in the event of the Council requiring any hired property for any civic purpose or for any other reason which is considered necessary by the Council.
5. Applications for hire must be made on the form provided. Bookings cancelled by the Hirer will not result in a refund unless seven working days' notice in writing is received by the Governing Board. Should the Governing Board before hiring commences be of the opinion that the hiring is likely to prove of an objectionable or undesirable character they shall have full power to cancel the Agreement of Hire to the Hirer and return any money paid by the Hirer and in that event the Governing Board shall not be liable to pay any compensation to any person in respect of the cancellation. The Governing Board of St James' will permit the school premises and grounds to be hired out but will require appropriate agreement to be completed and signed.
6. Under the Health and Safety at Work Act 1974 (Section 4), the Governing Board has a general duty to maintain the safe access and agrees in the event of an emergency to provide details of the emergency procedures to Hirers. The hirer shall acquaint themselves with the arrangements for emergency evacuation, the nearest means of raising the alarm and the nearest fire fighting appliances to their area of occupation. If the Hirer is not the user, then this information must be passed to all users.

7. The Hirer shall not cause permit or suffer any animals to be brought into or onto any property hired in the Agreement of Hire except with the specific consent in writing of the Governing Board and subject to such conditions as may be required. Smoking is not permitted inside any property hired in this Agreement except in any part specifically designated a smoking area.
8. The sale of wine and spirits, beer or other excisable liquors on any part of the property hired in the Agreement for Hire is not permitted except with the prior consent in writing of the Governing Board. If such consent is granted, the Hirer will be responsible for complying with all requirements of any licensing law. Alcoholic beverages may not be brought on to any part of any property hired in this Agreement of Hire except with the consent of the Governing Board and appropriate licences must be held.
9. No alterations or additions may be made to the lighting or power arrangements for the time being existing in or on any property hired in this Agreement of Hire unless the Hirer has first obtained the written consent of the Governing Board in this respect. It will be a condition of any such consent that the proposed alterations or additions be carried out at the expense of the Hirer by an electrical contractor approved in writing by the Governing Board and the Governors reserve the right to make an additional charge to the Hirer where excessive electricity is consumed. Fires or appliances with naked flames are not permitted.
10. No sign, poster or any other display relating to any proposed external use of any property hired in this Agreement of Hire may be fixed to the school property and any such action will result in the cancellation of any Agreement of Hire between the Hirer and the Governing Board.
11. No access way to any property hired in this Agreement of Hire shall be locked at any time so that any member of the public is in or on that property and the Hirer shall arrange such stewardship as may be necessary to ensure the observance of this and any other user conditions imposed in this Agreement of Hire.
12. The Governing Board does not accept responsibility for any clothing articles or any other property left by any member of the public on any property hire in this Agreement of Hire. No auctions or any commercial transactions shall be permitted in or on any property hired in this Agreement of Hire except with the prior consent in writing of the Governing Board. Where such consent is given the Hirer shall submit seven days before the planned date a plan showing the positions of stalls, gangways, structures, exhibits and any other equipment to be used and shall provide any other information and details as the Governors may require.

13. The number of persons using any property hired in this Agreement of Hire shall not exceed 180.

14. No nails, tacks, screws, bolts, adhesives, tapes, glues or any other means of attachment shall be used in or on any of the walls, floors, doors, ceilings, window frames, or fittings in or on any property hired in this Agreement of Hire or any part of such properties. The Hirer shall not for the purpose of dancing or any other purpose treat or apply any substance whatsoever to the floor or any part of that floor of any property hired in this Agreement of Hire or any thereof.
15. Any property hired in this Agreement of Hire is not licensed under the Cinematograph Acts 1909 and 1952 and accordingly may not be used for exhibitions or performance of "inflammable" films. Cinematograph exhibitions or slow burning or "non flame" films are permitted on conditions imposing reasonable measures to ensure public safety details of which are communicated to Hirers in appropriate cases and a written undertaking to comply with the conditions notified as required.
16. The Hirer shall be liable and must make arrangements for the payment of any tax or royalties chargeable in respect of the purposes for which any property hired in this

Agreement of Hire is used by the Hirer. The Hirer shall also strictly observe all relevant provisions of the Public Health and Children and Young Persons Acts with regard to exhibitions and entertainments.

17. The School's copyright music licence covers royalties due to composers, authors, and music publishers, in respect of all public performances of copyright music (by whoever promoted) within the repertoire of the Performing Rights Society, other than those of the nature exempted by Section 41 (3) and (4) of the Copyright Act 1956. The School's licence does not apply to the performance of dramatic work or dramatic-musical works if performed in their entirety, and for the performance of such works, the persons responsible must themselves obtain permission of the owners of the copyright. Nor does the School's licence cover the copyright that subsists in actual records, tapes or compact discs, as distinct from the recorded material itself. Therefore, if the function for which premises are hired involves the playing of recorded material, the Hirer must obtain a license.
18. Where car parking is permitted on any part of any property hire in this Agreement of Hire any vehicles must be parked as instructed and the Hirer must ensure that adequate stewarding is provided.
19. The Hirer shall be liable for any loss or damage which occurs to any property hired in this agreement of Hire during the period of this hiring or arising out of the hiring and the Hirer undertakes to pay upon demand to the School the costs of making good any aforementioned loss or damage.
20. The Hirer will indemnify the School in respect of any loss liability, claim or proceedings whatsoever arising under Statute or Common Law for death or personal injury to any person whatsoever or damage to property arising out of or in the course of by reason of this hiring except where such liability loss or damage results from negligence of the School, its servants or agents.
21. The Hirer shall effect Public Liability Insurance with Zurich Municipal Insurance and the Catholic National Mutual, or such other company as may be substituted by the School from time to time in accordance with the schedule of cover terms and conditions in force for the time being under a policy maintained on the hirer's behalf by the School further details of which are attached and entry into this Agreement of Hire shall be conditional upon the issue of such insurance. The Hirer hereby applies for the said insurance.
22. All hirings are subject to the hirer occupying and vacating the premises at the stated times. In the event of the hirer not arriving within half-an-hour of the commencing time, the premises may be secured and the letting cancelled. In this event no money will be refunded. In the case of Youth and Junior organisations, a responsible adult must be in charge for the period of the hire. If the hiring finishes earlier than the time stated, a responsible person must remain on the premises until the caretaker arrives to lock the premises.
23. If the premises hired are left in a state which requires additional cleaning above that normally allowed, an additional charge may be made.
24. Educational premises are not licensed for public entertainment and the collection of money for admission cannot be permitted. An Occasional Licence must be applied for from the Environmental Health Department.
25. Hirers should state the number of chairs and tables required. No guarantee is given of the number of chairs and tables available. No arrangement will be made for transfers from one school to another.
26. If use of a piano is required, this fact must be stated on the application form. Pianos are not to be moved.

27. No desks or furniture in any room shall be disturbed or moved nor shall any furniture or apparatus be introduced without permission from the Head Teacher.
28. No furniture, instrument or equipment belonging to any Hirer may be left or stored on the premises without the written approval of the Head Teacher.
29. No article (such as pianos, tables, flowers etc.) may be delivered at the premises unless arrangements are made with the Head Teacher.
30. Special subjects and teacher's rooms (including staffrooms) are not available for hire.
31. The use of the kitchen and servery areas will only be granted in special cases. If permission is granted the following conditions will apply:
 - i. No unauthorised person may use the dish-washing machines, slicing machines, steriliser sinks or cooking equipment.
 - ii. Cooking food is not allowed, unless a member of the School Meals staff is in attendance.
 - iii. Prior permission must be obtained for the use of the refrigerator or freezer.
 - iv. Under no circumstances may the dining hall furniture be taken out of doors. Pins, nails etc, must not be struck into furniture or damage caused to it.
 - v. Smoking is not allowed anywhere in the building.**
 - vi. The general public is not allowed in the kitchen and may not use the kitchen staff toilets. Toilet facilities are available elsewhere in the school
 - vii. Floors and work surfaces must be washed and left as found.
Rubbish must be taken out of the kitchen and placed in the paladins located outside the kitchen. A fee will be charged for cleaning the kitchen if it is not left in a clean condition.
 - viii. The organiser of the function will be held responsible for any breakages, loss of canteen equipment or stock and for ensuring that these rules and regulations are adhered to. Any breakages or faults in the equipment which occur or are revealed during the course of the hiring must be reported immediately to the Head Teacher.

We are pleased to loan you our light equipment on request and to help in any way we can. We do, however, ask you to bring in your own dishcloths, tea towels and cleaning materials. In the interest of hygiene we wash and sterilise our laundry daily.

We also suggest that you bring in a small amount of first-aid equipment and check where the fire equipment is located in the kitchen so that you are prepared for any accidents.

ZURICH MUNICIPAL INSURANCE AND THE CATHOLIC NATIONAL MUTUAL LTD

Summary of the insurance provided in respect of the hiring of premises and open spaces referred to in the Agreement of Hire entered into by the Hirer.

Insurers:	Zurich Municipal Insurance and the Catholic National Mutual or such other company as may be substituted by the governing board from time to time, and any revised policy number, details of which will be supplied upon request.
Renewal date:	1 st April
Definition of Insured Parties	Individuals and Organisations Hiring Premises and Open Spaces owned by St. James' RC Primary School.

DETAILS OF COVER

- i. Public Liability – Minimum amount no less than £5 million Any One Event

This provides an indemnity for claims by any person (other than an employee) for death, bodily injury or damage to property arising in connection with the hire.

ii. Liability for Damage to property.

The Hirer is liable under the terms of the Agreement of Hire to indemnify the Governing Board for any loss or damage to its property, and this section of the policy protects the Hirer against such liability as follows

- a) In respect of damage by Fire, Lightening or Explosion, cover is for damage up to £4,470,768 in any one incident.
- b) In respect of damage by any other cause, the Hirer will be responsible for the first £500 of any claim.

Monitoring and Evaluation

This policy will be updated in line with any new developments in the school and/or any new government guidance.

It was last reviewed in: September 2018

It will next be reviewed in: September 2021

This statement of policy was approved by the Governing Body at their meeting on:-

Date: _____

Signed:

_____ (Chairperson)

_____ (Head teacher)

Updated: AutumnTerm 2018

Revise: Autumn Term 2021