

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**

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;

Outside hirers will be asked to pay £25 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 £12.50 per hour to cover insurance. The PTA also pay £12.50.

1. The hire of any property in this Lettings Policy is made by the Governing Body of St. James' to the Hirer and any rights granted in this Lettings Policy 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 that agreed.
3. The Governing Body reserves the right to enter or inspect any hired property at any time during an event.
4. Applications for hire must be made on the Booking Form. Bookings cancelled by the Hirer will not result in a refund unless seven working days' notice in writing is received by the Governing Body. Should the Governing Body 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 and return any money paid by the Hirer and in that event the Governing Body shall not be liable to pay any compensation to any person in respect of the cancellation. The Governing Body of St James' will permit the school premises and grounds to be hired out but will require appropriate agreement to be completed and signed.
5. Under the Health and Safety at Work Act 1974 (Section 4), the Governing Body 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.
6. The Hirer shall not permit any animals to be brought into or onto any property hired except with the specific consent of the Governing Body and subject to such conditions as may be required.
7. Smoking is not permitted inside any property hired.
8. The sale of wine and spirits, beer or other excisable liquors on any part of the property hired is not permitted except with the prior consent of the Governing Body. 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 except with the consent of the Governing Body and appropriate licences must be held.

9. No alterations or additions may be made to the lighting or power arrangements in or on any property hired unless the Hirer has first obtained the consent of the Governing Body 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 by the Governing Body 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 may be fixed to the school property unless already agreed with the Governing Body.
11. No access to any property hired shall be locked at any time.
12. The Governing Body does not accept responsibility for any property left by any member of the public.
13. No auctions or any commercial transactions shall be permitted in or on any property hired except with the prior consent of the Governing Body. 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.
14. The number of persons using the school hall shall not exceed 180.
15. 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. 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.
16. Any property hired is not licensed under the Cinematograph Acts 1909 and 1952 and accordingly may not be used for exhibitions or performance of "flammable" 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.
17. 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 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.
18. 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.
19. Where car parking is permitted any vehicles must be parked as instructed and the Hirer must ensure that adequate stewarding is provided.

20. The Hirer shall be liable for any loss or damage which occurs to any property hired 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.
21. 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.
22. The Hirer shall effect Public Liability Insurance with Zurich Municipal Insurance, 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.
23. 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 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.
24. If the premises hired are left in a state which requires additional cleaning above that normally allowed, an additional charge may be made.
25. Hirers should state the number of chairs and tables required. No guarantee is given of the number of chairs and tables available.
26. 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.
27. No furniture, instrument or equipment belonging to any Hirer may be left or stored on the premises without the approval of the Head teacher.
28. No article (such as pianos, tables, flowers etc.) may be delivered to the premises unless arrangements are made with the Head teacher.
29. 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. Prior permission must be obtained for the use of the refrigerator or freezer.
 - iii. Pins, nails etc, must not be struck into furniture or damage caused to it.
 - iv. 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
 - v. 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.
 - vi. 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.

The Hirer is asked to provide their own dishcloths, tea towels and cleaning materials. They should also bring in first-aid equipment and check where the fire equipment is located in the kitchen so that they are prepared for any accidents.

ZURICH MUNICIPAL INSURANCE

Summary of the insurance provided in respect of the hiring of premises and open spaces referred to.

Insurers: Zurich Municipal Insurance and any such other company as may be substituted by the governing body from time to time. The policy number and details will be supplied upon request.

Renewal date: 1st 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: summer 2021
It will next be reviewed in: summer 2024

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

Date: 4th May 2021

Signed:

Mary Hutchinson (Chairperson)

L Weeks

____ (Head teacher)