



ST. DUNSTAN'S

Lettings and Community Use

Policy & Procedure

**Responsible committee: Finance &  
Building**

**Approved by Governing Body: March  
2023**

**Review Date: Annually (Spring Term)**

## **Mission Statement**

Our mission is to be a happy, caring and compassionate Catholic community where each child's gifts are developed to the full and the foundations for lifelong learning are laid down.

Everyone will be supported, nurtured and inspired to be the very best they can be and to persevere to overcome life's challenges.

With God's help, we will educate our children to live safely and responsibly, to care for His wonderful creation and to live their lives through the example of Jesus and the values of the Gospel.

## **1. Policy Objectives**

In adopting this policy the Governors recognise that:

- (i) the School has a commitment to provide the Core Offer as described in the Extended School policy which acknowledges that the School premises are a valuable community resource to which community access should be promoted;
- (ii) the School premises represent a significant capital investment and should be fully utilised;
- (iii) in operating this policy, the needs of the School should be given priority; and
- (iv) a profit margin may be derived from private or commercial usage but is not the objective when facilitating educational activity by designated users.

## **2. Priority Usage**

Priority of use shall be given as follows:

- (i) School use;
  - a. Friends of St. Dunstan's, who shall for all purposes be considered hirers
- (ii) Statutory users;
- (iii) Designated users (e.g. Youth Groups);

- (iv) School community users;
- (v) Private users.

The definitions identified in the Surrey County Council lettings policy document (Section M of the Finance Manual) apply. Power to determine designated status is delegated to the Executive Headteacher (EHT) (who shall maintain a list of such in house approved organisations).

### **3. Conditions of Hire and Charging Policy**

The Terms and Conditions of hire of the school premises are attached in Appendix 1 to this policy. The current Scale of Charges is set out in Appendix 2 to this policy.

The Scale of Charges is set in accordance with Surrey County Council guidance. Charges shall be set at a level only to cover the costs to the School of the hire except that private users will be charged on cost plus an income margin for the School. Educational use will attract a discount to charges as set out in the Scale of Charges.

### **4. Variations and Review**

The Terms and Conditions and the Scale of Charges shall be reviewed annually together with this policy.

Variations to either the Terms and Conditions or Scale of Charges may be agreed in respect of individual lettings at the discretion of the EHT in agreement with the chair of the Governors' Finance and Buildings Subcommittee.

### **5. Administration of Lettings**

Authority to accept applications for hire is delegated to the Premises Manager acting with the agreement of the EHT. The day to day administration of all hires is the responsibility of the Premises Manager.

### **6. Lettings Documentation**

All formal hiring of the School premises (including any for which no charge is made) shall be properly documented.

- (i) All hirers **must** complete a lettings hire application (based on SCC form ED110) and receive a copy of the Terms and Conditions of hire and Scale of Charges.
- (ii) Once an application is accepted the hirer must sign a Hire and User Agreement, which forms Appendix 3 to this policy.

- (iii) In accordance with the Governors' commitment to safeguarding and promoting the welfare of children a copy of the safeguarding leaflet must be given to the Hirer (and User, if different) and signed for on receipt.

## **7. Value Added Tax**

Value Added Tax must be applied to all hire charges where this is appropriate.

## **8. Review of Policy**

The governors will review this policy each year in the Spring term and the scale of hire charges for the forthcoming year will also be reviewed and updated.

## **Appendix 1**

St. Dunstan's Catholic Primary School  
Terms and Conditions of hire

The use of school premises for purposes other than those of the school itself is subject in all respects to the Education Committee's regulations for the community use of schools. See Section M of the Education Finance Manual.

### 1. Application for hire/use

1.1 Hirers must apply on form ED1 10 and must sign to confirm that they have read and agreed these Terms and Conditions. A letting will only be confirmed on receipt of:

- the completed booking form
- a copy of proof of relevant public liability insurance
- a full risk assessment (including FoSD)
- the approved license for sale of liquor (if applicable)
- Suitable reference from relevant affiliated body

### 2. Payment and hire periods

2.1 A deposit may be requested for certain lettings.

2.2 Payment of the appropriate charges will be made on demand.

2.3 Payment for all ongoing lettings shall be paid termly in **advance** or as otherwise agreed in writing between the school and the Hirer/User.

2.4 Standard rate V.A.T. may be payable.

2.5 All users must be covered by insurance. If the hirer's Public Liability Insurance cover is less than £5,000,000.00, Hirer's will be charged an additional 15% of the entire letting costs.

2.6 The School Governors reserve the right to charge an additional amount for use of school equipment or for heating or lighting overheads. In particular, an additional room rate charge may be applied for use of school cloakroom facilities.

2.7 The minimum hire period for all hires will be 1.25 hours per letting session over a minimum of 5 continuous weeks in the case of ongoing hires.

### 3. Cancellation

3.1 Cancellation of a booking must be made by at least two weeks notice in writing addressed to the Premises Manager, St Dunstan's Catholic Primary School.

3.2 Any deposit paid may be refunded at the discretion of the School's Governing Body.

#### **4. Property hired**

4.1 Hirers will have access only to the particular parts of the School premises let to them, including where it is practicable the use of a cloakroom and toilet accommodation. In no circumstances is access permitted to any other part of the premises or unauthorised use made of any outside play areas.

4.2 Seating accommodation in the room booked may be used, but the hirer must make their own arrangements for any additional chairs, tables etc required for the letting, and removing them before the schools re-opens on the following day.

#### **5. Caretaker**

5.1 If required to be in attendance, the School caretaker will give reasonable assistance, within the terms of their employment, to hirers. If the hirer provides additional personnel to prepare for a letting, these personnel shall be subject to the direction and control of the caretaker.

#### **6. Care of School premises**

6.1 The premises will be left clean and in good order and vacated not later than the time booked. The hirer shall reimburse any costs incurred by the School Governors in cleaning the premises after the hiring necessary to ensure the premises are sufficiently clean for normal use by the School.

6.2 The hirer shall pay to the school the cost of repair or replacement resulting from any loss or damage arising from the hiring however caused or of whatever nature to the School premises and all the equipment or property thereon (whether provided by the Council or any other body or person). *Hirers shall ensure they have a policy of insurance to cover such liability up to at least £5 million* (amount as advised by the Risk Management and Insurance Unit) and shall produce the policy to the Governors on demand.

6.3 No preparations are to be applied to the floor.

#### **7. Licences**

7.1 No intoxicating liquor will be brought on to or consumed on the premises except as a function organised by a body or bodies which the School Governors or EHT shall have approved. Where a licence for the sale of intoxicating liquor is necessary for a function the responsibility for obtaining such a licence is solely the hirer's.

7.2 In the case of lettings for music, singing, dancing or stage plays, the entertainment must be for a closed organisation such as a society or club or by invitation only.

NOTE TO HIRERS: All other entertainments are classified as public entertainments, in which case there exists a statutory requirement that the school must be properly licensed. However, most school premises do not conform to the regulations governing the issue of licences for public entertainments so that they cannot normally be used for this purpose. Any proposals to use a school for public entertainment must be discussed carefully with the local District or Borough Council.

7.3 There must be no infringement of copyright and in the case of musical entertainment the requirements of the Performing Right Society must be fulfilled.

7.4 Before approving any letting for the exhibition of pictures involving the use of films or television, enquires should be made to the appropriate District Council as to whether the exhibition is exempted from, or requires, a licence under the provision of the Cinemas Act 1985 or any statutory modifications thereof.

## **8. Sub-letting**

8.1 A hirer must not sub-let to another party.

## **9. Smoking**

9.1 The School operates a NO Smoking Policy, including the use of e-cigarettes and Vaping, throughout all its premises, including the playgrounds and field.

## **10. Car parking**

10.1 The School expects all hirers to ensure that all users of the premises are considerate to the School's neighbours in parking on and around the school premises.

10.2 The School accepts no responsibility for loss of property, damage to cars or injury incurred by the use of the School car park for the purpose of lettings.

## **11. Disputes and revocation**

11.1 Any dispute on the use of School facilities or School equipment out of normal hours shall be settled by the School Governors.

11.2 The School Governors reserve the right to revoke without notice any contract for the hire of School premises.

11.3 The School Governors, or any employee of the County Council so authorised, are empowered to withdraw, without notice, permission to use school playing fields when such playing fields are unfit for use.

## **12. Safeguarding**

12.1 The school is committed to safeguarding and promoting the welfare of children and young people and expects hirers and their representatives to share this commitment. The Governors require that for all hiring involving groups working with children, an appropriate level of disclosure has been obtained from the DBS for the individuals working on the school premises. Where a DBS/CRB disclosure includes convictions, or other relevant information, the hirer is required to undertake an assessment of risk to determine whether that individual is suitable to work with children and young people.

12.2 The Governing Body is aware of its responsibilities for safeguarding children and so, when letting out the school premises, have due regard to safeguarding policies and practices and the school's Prevent duty on anti-radicalisation.

## Appendix 2

### St. Dunstan's Catholic Primary School Scale of Charges

	<u>Commercial</u>	<u>Educational</u>
Hall per day	£125.00	£78.75
Hall per hour	£25.00	£15.75
Dance Studio per hour	£25.00	£15.75
Field	£25.00	£25.00
Room hire for discretionary approved use ONLY		
Classroom		£15.75
Playground	£ 15.75	

N.B. The school field may be hired for use by after school clubs for St. Dunstan's pupils ONLY.

#### Costs:

##### *Caretaker per visit:*

Monday – Saturday	£26.00
Sunday	£52.00

##### *Heating per hour:*

Hall	£7.50
Studio	£4.00
Classroom	£2.00



**Appendix 3**

St. Dunstan's Catholic Primary School  
Hire and User agreement  
*Ongoing hire*

**Letting Agreement between St Dunstan's Catholic Primary School**

**and .....** (The Hirer)

**and .....** (The User, if different to above)

for the use of St Dunstan's School..... (the School Premises)

for the purpose of.....

on ..... **Hirers are asked to arrive and leave the School Premises promptly as additional time on the premises will be billed.**

**The Hirer/User agrees:**

1. To pay the sum of £..... per hour for the above letting before commencement of use.
2. That the hire is subject to the Terms and Conditions of hire attached to this agreement.
3. To provide a copy of their Public Liability Insurance policy certificates, an approved risk assessment and copy of current DBS.
4. That they will leave the School Premises in good condition at the end of every hire and acknowledge that St Dunstan's is a non-smoking site which includes the use of e-cigarettes and Vaping, and that dogs are not allowed on the premises.
5. That any damage caused or noticed will be notified as soon as practicably possible to the School's Premises Manager.
6. That, if provided with keys to the School Premises,
  - a) all doors and gates will be securely locked on departure and, if relevant, the alarm system correctly set;
  - b) under no circumstances should the keys or key code be given to any other person;
  - c) loss of keys should be reported immediately to the School's Premises Manager and a charge for replacement will be incurred.
  - d) when no longer required, the keys will be returned to the school.

By signing this agreement the Hirer/User acknowledges receipt of a copy of St. Dunstan's Safeguarding Policy.

**Signed on behalf of St Dunstan's:.....**  
**Executive Headteacher**

**Signed by the Hirer: .....**

**Signed by the User (if applicable): .....**

**Date: .....**

St. Dunstan's Catholic Primary School  
Hire and User agreement  
Single use

**Letting Agreement between St Dunstan's Catholic Primary School**

**and .....** (The Hirer)

**and .....** (The User, if different to above)

for the use of St Dunstan's School..... (the School Premises)  
for the purpose of.....  
on.....

**The Hirer/User agrees:**

1. To pay the sum of £..... for the above letting before the date of hire.
2. That the hire is subject to the Terms and Conditions of hire attached to this agreement.
3. To provide a copy of their Public Liability Insurance policy certificate, an approved risk assessment and copy of current DBS.
4. That they will leave the School Premises in good condition at the end of every hire and acknowledge that St Dunstan's is a non-smoking site which includes the use of e-cigarettes and Vaping, and that dogs are not allowed on the premises.
5. That any damage caused or noticed will be notified as soon as practicably possible to the School's Premises Manager.
6. That, if provided with keys to the School Premises,
  - e) all doors and gates will be securely locked on departure and, if relevant, the alarm system correctly set;
  - f) under no circumstances should the keys or key code be given to any other person;
  - g) loss of keys should be reported immediately to the School's Premises Manager and a charge for replacement will be incurred.
  - h) when no longer required, the keys will be returned to the school.

By signing this agreement the Hirer/User acknowledges receipt of a copy of St. Dunstan's Safeguarding Policy.

**Signed on behalf of St Dunstan's:.....**  
**Executive Headteacher**

**Signed by the Hirer: .....**

**Signed by the User (if applicable): .....**

**Date: .....**