LETTINGS POLICY

APPROVED BY: TRUST BOARD | POLICY OWNER: TRUST COMPLIANCE MANAGER

DATE: OCTOBER 2026 | NEXT REVIEW DATE DUE BY: SEPT 2027

Equalities monitoring:

To what extent does this policy have any implications for people of relevant protected characteristics as outlined below? • Age • Disability • Gender reassignment • Marriage and civil partnership • Pregnancy and maternity • Religion or belief • Sex • Sexual orientation (Equality Act, 2010)	Assessment: This policy is applied in the context of the Object for our Academy Trust as set out in the Articles of Association and Scheme of Delegation. Lettings must be consistent with the objectives of the Church, the Diocese and the Academy Trust and our bound in our funding agreement. No letting may take place that promotes other religions or organisations that are not supportive of the Catholic Church and Church teachings. Further, schools are not permitted to engage in political activity. As a result, political groups of any kind are not permitted to hire facilities at the school and religious groups outside of the Catholic Church are not permitted to hire facilities. Since this exclusion applies to all political and faith groups that sit outside of the objective of the Trust. There is no other intentional impact on protected characteristics. Activities that are not related to either politics or the promotion of faith of beliefs contrary to the teaching of the Catholic Church are permitted.
Will this policy advantage or disadvantage any particular group?	Yes. As outlined above.
How will this policy, if relevant, promote equality of opportunity across our Trust?	The policy is intended to support groups from across the community – with the exception of political and religious groups.
Success criteria and monitoring	Success criteria: There are no complaints to the Trust relating to the hiring of facilities. Monitoring: Local Academy Committees will review this annually as part of the review of lettings.

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Introduction

The St Thomas Catholic Academies Trust recognises that the primary purpose of schools' premises is to provide accommodation for the teaching, learning and welfare of its students. The requirements of the school will therefore always take precedence over external hiring's. However, when not required by the school, the Trust is willing to hire out school premises as the buildings:

- provides a valuable resource to the local community
- are a potential source of income

The Trust recognises that the hiring out of school premises will always be an incidental part of the Trust/School aims.

Policy Aims:

1. To facilitate the use of school buildings across the Academy Trust in support of community activity.
2. To ensure lettings are fully compliant with all Diocesan expectations.
3. To ensure lettings meet all legal, health and safety, and financial regulations.
4. To ensure the lettings provide a net financial benefit to each of our schools, supporting their upkeep and development.

Policy Objectives:

1.1 The Headteacher will nominate a Lettings Coordinator to oversee all aspects of letting

1.2 The Letting Coordinator will be trained by the Trust Compliance Manager to ensure they understand the application of this policy in full

1.3 The lettings coordinator shall liaise with the Trust Compliance Manager for support in respect of any new letting that may present risks or challenges that are different to previous lettings

1.4 The lettings coordinator shall promote the facilities of the school

2.1 Each school in the Trust will follow the expectations for letting as set out the by the Northampton Roman Catholic Diocesan Trust (Appendix 1)

2.2 The Headteacher of each school is ultimately responsible for lettings in each school. The Headteacher must complete and return the School Lettings Permission Form (Appendix 2) and return to the property department of the Diocese of Northampton when required

2.3 The Headteacher will exercise discretion in respect of charges to activities in support of the local Parish and associated groups. These are considered part of the mission and activity of the school and may draw no charge for the use of facilities.

3.1 All lettings will be subject to the terms set out by the Academy Trust in order to meet legal, financial and health and safety requirements (Appendix 3)

3.2 The Hirer shall fully and effectively indemnify the Trust against all proceedings, costs claims, demands, expenses and actions which may arise by any means directly or indirectly from the use of the school property or facilities by the hirer other than through the negligence of the Trust or school staff.

3.3 No letting will be permitted to take place until the hirer has submitted a full application and associated documentation. (Application form - Appendix 6)

3.4 No letting will take place until a Hiring Agreement has been issued with approving letter from the Headteacher (Hiring Agreement – Appendix 6)

3.5 Each school will establish a table of hiring charges (Appendix 5) to be applied to all letting applications. This table will reflect ensure all costs to the school are met in full and must be personalised to each school facilities being offered.

3.6 All lettings will be subject to a charge with exceptions only approved by the headteacher as determined in objective 2.3.

4.1 The Lettings Coordinator shall establish a plan for the promotion of facilities across the school site.

4.2 The income and expenditure associated with lettings will be reviewed by the Local Academy Committee annually to ensure value for money.

Appendix 1: Northampton Roman Catholic Diocesan Trust

Occupation of School Premises

Introduction

Generally speaking, the property occupied by Catholic Schools in the Diocese of Northampton is owned by the Diocese. The Northampton Roman Catholic Diocesan Trust (The Trust) has one Trustee, The Northampton Roman Catholic Trustee Ltd, but that Trustee has a number of Directors often referred to as Trustees. In this document the term Trustee(s) refers to the Northampton Roman Catholic Trustee Ltd.

This document sets out the basis upon which the School occupies the Trustees' premises for the purpose of conducting a Catholic school. It replaces any previous document of this type and may be unilaterally amended or replaced by the Trustees at any time.

The primary responsibility of the Governing Body of a Catholic school is to occupy and conduct the school on behalf of its Trustees and under the supervision of the Bishop.[1] Traditionally that encompasses the threefold responsibilities of the Governing Body as occupier of the premises, proprietor of the undertaking and employer of the staff. This document sets out in more detail the parameters of the first of those three responsibilities. It sets out obligations imposed on the Governing Body, including important specific responsibilities relating to health and safety matters.

The Governing Body is to familiarise itself with the contents of this document and comply with the obligations this document imposes on it, obtaining professional advice as necessary.

1. Ownership

Ownership of the School Premises remains vested in the Trustees, and the School Premises are occupied by the Governing Body solely for the purpose of conducting a Catholic school on behalf of the Diocese in accordance with canon law and the Trust Deed.2

2. Delegation of Authority

Management of the occupation and use of the School Premises is delegated for the time being by the Trustees to the Governing Body of the School subject to any direction given by the Trustees or Bishop as to the use of the School Premises outside normal school hours.

The Governing Body is to discharge the duties and responsibilities set out in this document. The Trustees will take reasonable steps to ensure the Governing Body's compliance with the terms of this occupation document and the Governing Body is to afford the Trustees every cooperation to enable the Trustees to do so.

The Governing Body shall not, without obtaining the prior approval, in writing, of the Trustees:

- make any major structural changes or additions or alterations to any buildings which form part of the School Premises;[3]
- let or give up or transfer possession or control of the School Premises or any part of the School Premises;[4]
- use the School Premises for any purpose other than conducting a Catholic school;

shall no longer form part of the School Premises and shall no longer be occupied by the Governing Body but by the Trustees directly.

All profits received from the lettings of the School Premises shall be payable to the Trustees (without prejudice to the right of the Trustees to donate part or all of those monies to the School). Schools should not permit lettings that are inconsistent or contrary to the teachings of the Catholic Church.

During its occupation, the Governing Body shall ensure that:

- the School Premises are kept in good repair and condition;

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[1] *Governance of a Catholic School: A Clarification of Roles and Responsibilities for England & Wales,* CES September 2014.

[2] The objects of the general trust on which the schools are held are set out in the Trust Deed of the Diocese of Northampton dated 30th April 1949. In one or two schools or pieces of land, slightly different trusts may apply: diocesan advice should be sought on an individual basis if this applies.

[3] Major structural changes include the addition or removal of buildings from the premises, and any change in the footprint or envelope of any building. It also includes substantial alterations within the envelope of existing buildings which would permanently change the educational provision (e.g. converting a hall into classrooms or vice-versa or converting the hospitality suite to a staff room or vice versa) but not smaller changes within the envelope (e.g. reconfiguring toilets). If in doubt, advice should be sought from the Trustees.

[4] Letting or giving up possession of any part of the school premises only refers to the granting of a lease or licence which gives permanent and exclusive occupation of part of the premises to a third party. It does not refer to occasional or regular use of the premises by third parties on a non-permanent and non-exclusive basis (e.g. allowing a parish group to use the school hall on a weekday evening).

- it engages a suitably qualified building professional, approved by the Trustees, to be responsible for advising the Governing Body in relation to their responsibilities for the School Premises;[5]
- adequate insurance cover is maintained for the School Premises in the joint names of the Governing Body and the Trustees, which can either be:
- insurance through the Catholic Insurance Service Limited insurance scheme arranged through the diocese;
- an insurance policy approved by the Trustees adequate to provide for full rebuilding costs of the buildings should they be totally destroyed; or
- with the approval in writing of the Trustees, participation in the Risk Protection Arrangement established by the Department for Education.

A properly authorised officer of the Bishop or of the Trustees shall have a right of access to the School Premises at any time.

3. Specific Responsibilities relating to Health and Safety

The Trustees consider the Governing Body, whose undertaking is the day to day conduct of the School, to be the duty holder for the purposes of any relevant health and safety legislation.

If any health and safety duties do rest or remain with the Trustees, the Trustees hereby nominate and appoint the Governing Body to take all steps necessary to discharge that duty, and the Governing Body shall do so on the Trustees behalf. Appendix 1 sets out details of Health and safety and statutory compliance requirements

Where the school is a maintained school the Governing Body is to comply with the requirements set out in the Education & Skills Funding Agency document, 'Terms and Conditions of grant funding for dioceses and non-diocesan voluntary aided schools groups in receipt of school condition allocations in financial year 2023-24' which also sets out the responsibilities of Governing Bodies in relation to health and safety[6].

The Governing Body is to ensure it has appointed a competent person to assist it in undertaking the measures it needs to take to comply with the requirements and prohibitions imposed by the relevant statutory provisions.[7]

The Governing Body shall ensure it has policies and procedures that promote compliance with all relevant health and safety obligations and ensure that the buildings support the provision of a safe environment for children, staff[8], visitors and all other persons that use the School Premises. The Governing Body is to appoint a competent person to assist it in discharging its duties[9].

The Governing Body is to take proper account of any Approved Code of Practice (ACOP) and other guidance, including guidance issued by HM Government, setting out how duty holders are expected to discharge their duties in practice.

The Governing Body is to discharge all of its duties as duty holder under any relevant health and safety provisions in their entirety.

These duties which the Trustees consider fall on the Governing Body include, but are not limited to, duties arising under section 4(1) of the Health and Safety at Work Act 1974 ("HSWA 1974"); the Control of Asbestos Regulations 2012 ("CAR 2012"); the Construction Design and Management Regulations 2015 and the Regulatory Reform (Fire Safety) Order 2005 ("FSO 2015").
Unless the Trustees have separately notified the Governing Body, they confirm they have taken all reasonable steps pursuant to section 4 HSWA 1974 to ensure the School Premises, access and plant are safe and without risks to health so far as reasonably practicable. The Governing Body should nevertheless consider undertaking its own survey of the land and buildings, as appropriate, taking professional advice where necessary.

For the purposes of the FSO 2015, the Trustees expressly nominate the Governing Body as the 'responsible person' for the purposes of discharging the relevant duties under the FSO 2015.

The Trustees consider the Governing Body to be duty holder and where applicable the main duty holder, for the purposes of regulation 4(1) of CAR 2012 and the Approved Code of Practice, 'Managing and Working with Asbestos' ('ACOP'), and

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[5] DfE "Blue Book Guidance" *Capital Funding for Voluntary Aided Schools in England*, Feb 2011.
[6] See '*Terms and conditions of grant funding for dioceses and non-diocesan Voluntary aided schools groups in receipt of school Condition allocations in financial year 2020-21' In particular paras 10, 24.*
[7] ***The relevant statutory provisions are those defined in s53 Health and Safety at Work Act 1974. For 'competent person' see reg 7 Management of Health and Safety at Work Regulations 1999.***
[8] See 'Terms and Conditions of grant funding for dioceses and non-diocesan voluntary aided schools groups in receipt of school condition allocations in financial year 2020-21'
[9] See reg 7 MHSWR 1999

to bear the responsibilities of the duty holder and main duty holder[10]. The Governing Body is to note that the Trustees do not consider themselves to be the duty holder or main duty holder, and do not intend discharging any associated functions. The Trustees will co-operate with the Governing Body to the extent necessary for it to carry out its duties. Appendix 2 sets out in more detail of the responsibilities

Insofar as the Trustees are considered to be a duty holder under CAR 2012 and ACOP, they hereby nominate the Governing Body to carry out the steps necessary to discharge that duty on the Trustees' behalf pursuant to para 103 ACOP CAR 2012, and the Governing Body shall do so on the Trustees' behalf. The Governing Body is to ensure it has the competence to carry out its function as duty holder. The Trustees will co-operate with the main duty holder to the extent necessary for it to carry out its duties.

Definitions

"Bishop" means the Diocesan Bishop.
"Governing Body" means the governing body of a maintained school, independent school, sixth form college and non-maintained special school and the Board of Directors of an academy trust company.
"School" includes a maintained school, an academy, an independent school, a sixth form college and a non-maintained special school.
"School Premises" means the premises in the ownership of the diocese and in the occupation of a governing body[11] for the purpose of conducting a Catholic school or otherwise as determined by the Trustees. Unless provided with a site plan delineating the extent of the site, the premises include the entirety of the site owned by the diocese in the occupation of the governing body, including all appurtenances thereon which, for the avoidance of doubt, include all trees and boundary fences.
"Diocese" means the Northampton Roman Catholic Diocesan Trust, a charity registered with the Charity Commission with number 234091
"Trust Deed" includes the Trust Deed: Diocese of Northampton dated 30th April 1949 and updated 11th October 2006 and other constitutional documents of the Trustees.
"Trustees" means The Northampton Roman Catholic Trustee Ltd, a limited company registered at Companies House with number 00442173

[10] The responsibilities of the main duty holder are principally set out in paras 82 ACOP
[11] Some Catholic schools also occupy land which is not owned by the diocese. This document does not apply to such land. This may include local authority owned land (typically playing fields). In ex-grant maintained schools, the same categories of land will be owned by the governing body. In a few cases (e.g. ex-religious order schools) some land may still belong to a religious order which formerly exercised the trusteeship of the school. In these cases, the diocese will be able to advise on the particular arrangements on an individual basis.

Appendix 2: Catholic Diocese of Northampton school lettings permission form

Schools occupy school property on the basis of an Occupancy Agreement. One element of the agreement is that generally speaking the Diocese owns the property and therefore Trustees of the Diocese reserve the right to approve whether or not school property can be let out for non-school activities and indeed how the profits made from the lease of the buildings or land are allocated. Trustees are keen to allow schools to make the most of their facilities and help provide local communities with access to sport, education and leisure opportunities on school sites.
However, this is on the understanding that they agree the use which is not incompatible with the teachings of the Church and agreements are in place to ensure legal compliance on safeguarding, insurance and health and safety. This will be reviewed annually.

Trustees will generally approve lettings on these terms and agree that income generated through the use of the buildings and land are used by the individual school for any of the following standard letting activity:

Wrap around care services	External catering
Use of facilities for sport, drama business meetings and events that are not incompatible with the teachings of the Church outside of normal school hours	Coaching for support, music or the Arts provided in sessions during lunchtime or at the start or end of a school day, in holidays or at weekends on the school site
Private/ Council Nurseries in consultation with the Director of School Development should any changes be made in existing arrangements	Facilities used for competitions and tournaments with parking
Use by local parish/ community groups for the service of the community e.g. food or clothes banks, hot food provision, fund raising events compatible with the teachings of the Church	Private Parties: for example children's birthdays, Christenings, church gatherings

(Please delete as appropriate)

- I confirm that all lettings are within the standard letting activity above and request that profits made be used as income for the school.
- I confirm that the only lettings outside of the standard letting activity above are:

and request that profits made through this use be used as income for the school.

School:

Headteacher:

Chair of Governors:

Date

Trustee approval:

Appendix 3: Conditions of Hire

The following information sets out the conditions under which the Trust premises maybe hired.

1. The minimum letting period is one hour
2. Except in exceptional circumstances, lettings should be taken out, at least two weeks in advance.
3. It is a requirement of the hirer that they provide proof of public liability insurance, the sum insured should not be less than £2 million. If the group or organisation is unable to supply Insurance cover then the Trust will be unable to accept an application of hire. Please see the Hire Agreement for the specific Insurance requirements.
4. A 'No Smoking' policy is in operation throughout the school and its grounds. All hirers are expected to respect and enforce this policy. Automatic smoke detection may be in use and the hirer may be liable for any costs for fire brigade or staff attendance to fire alarm activation.
5. It is the responsibility of the hirer to adhere to all Health & Safety and Fire Regulations and, particularly, the number of people who are allowed to attend various functions (as per Hirers Application Form).
6. The hirer is to be responsible for restoring the premises to the condition in which they found them; this is to include re-setting any furniture that has been moved and any cleaning necessary. We reserve the right to levy a cleaning charge if facilities are not restored appropriately. We also reserve the right to levy a charge if the Letting finishes later than agreed. The hirer shall remove all litter left by participants and (where appropriate) spectators. The hirer shall remove their own rubbish from the site.
7. Noise must be maintained at a reasonable level so as not to cause disturbance to other users and local residents. Where noise control devices are installed, these will be on throughout the function to assess noise levels. Excessive noise will result in power being cut to the venue. Any tampering with the equipment will automatically incur extra costs.
8. No hirer shall drive any nail, hook, screw or fastening of any kind into any part of the hired premises or damage the same of any furniture, fixture, fitting belonging to the school. No person shall alter or move existing fittings without the prior consent of the school.
9. The Trust will not be responsible for any loss or damage to property suffered by anyone attending the premises, car parks, walkways or playing fields. The hirer shall pay the cost of making good any damage directly or indirectly as the result of the hiring or otherwise by the hirer or his or her group or club.
10. It is the hirer's responsibility to ensure that they obtain a Public Entertainment/Occasional/Alcohol Premises Licence and other licenses as required.
11. No alcohol shall be brought onto any hired premises to be sold, unless the hirer has obtained written permission from the school
12. The hirer shall not use the facility for any other purpose than for which it was hired without the written consent of the school
13. All lettings for exhibitions, bazaars, sale of work, cinematography entertainment, performance of stage plays and such similar functions will be subject to any further charges or conditions which may be imposed by the Trust's insurers in respect of the extra risk involved. In the case of such functions, applications must be made at least four weeks before the date of the proposed engagement, accompanied by a plan of the proposed construction thereof.
14. No cinematography film shall be shown unless the British Board of Film Censors has previously passed it. A license for showing the film or staging the show and the use of hired premises for that use, or for that purpose, is duly obtained from the relevant authorities.
15. No sweepstakes, raffles or other form of lottery shall be promoted, conducted or held, except such lotteries as are deemed to be not unlawful by virtue of any enactment relating to gambling, betting and lotteries act and has prior written consent of the school.
16. The permission must be obtained before goods or equipment are stored on the premises.
17. Photographs for professional use and publication must not be taken without the written consent of the school
18. Exhibitions or demonstrations of hypnotism, mesmerism or any similar act may not take place on any premises.
19. No portable gas cookers or additional fittings are allowed on the premises without prior consent.
20. No food or drink may be prepared or consumed on the property without the direct permission of the school. Any food preparation should be undertaken by appropriately trained operatives with regard to current food preparation legislation.
21. During sporting events, black soled shoes and/or outdoor shoes must not be worn in the indoor areas. Those participating in a sporting activity must wear appropriate dress for the activity in which they are engaged. The hirer shall be liable to additional cleaning charges where appropriate.
22. The Directors encourage schools to continue support of various charities and neighbouring community groups. Concessions may be made in such circumstances; however, schools must be minded to mitigate any financial losses to accommodate such concessions, this may be possible when there are multiple hirers on at a given time.

23. The school will request hirers to provide their unique DBS reference number where the letting applies to vulnerable groups under safeguarding regulations, with confirmation from the Hirer that there are no concerns and that all DBS are satisfactory. Where Lettings are for the purposes of entertaining children, the provisions of the Children and Young Persons Act shall be observed.
24. The school and Trust reserve the right to refuse any application for hire. The Premises are to be let out on the basis that they will not be used for any purpose which is contrary to the teachings of the Catholic Church or which could cause offence. At all times the Catholic nature of the Premises must be respected. Any potential breach of this provision will mean that the use of the Premises is withdrawn with immediate effect and may result in forfeiture of any deposit or pre-payment.
25. The hirer must ensure that all vehicles connected with the hirer or his or her group or club are parked in the car park. If this is not possible then the Hirer must ensure that cars for their event do not to obstruct any public or private right of way or be a nuisance or source of annoyance to any person. All vehicles are left at the owner's risk.
26. The hirer is responsible for ensuring access ways and exits are kept clear for emergency vehicles.
27. The hirer shall ensure that changing accommodation is left in a clean and tidy state. The hirer shall ensure that lights, taps, showers and other equipment in the changing rooms are turned off, doors and windows closed and gates to the sports ground closed (where applicable) before leaving.
28. The hirer shall ensure the premises are vacated promptly at the end of the hiring session. The hirer is responsible for supervising any children taking part in their activity until they are collected by a responsible adult.
29. The Hirer must inform the school of any fault, damage or other problems with the premises or equipment encountered during the hiring.
30. All electrical equipment brought into the building shall comply with the Electricity at Work Regulations 1989, and be safe for use, the hirer is responsible for checking of these items prior to their use upon each hire.
31. The Hirer must not do or permit any act, matter or thing which would, or might constitute an illegal or immoral activity affecting the school premises or which would, or might, vitiate in whole or in part any insurance effected in respect of the school premises

Events Considered Appropriate

Sports events	Conferences/Meetings/Corporate Events
Plays, Concerts	Adult Community Learning Service/Saturday Workshops
Private Parties: for example children's birthdays, Christenings, church gatherings	Jumble Sales/Antique Fairs
Any other event where the school is satisfied that the hirer can be trusted to look after and take responsibility for the premises and facilities used that would not compromise the values of the school or community.	

Examples of Organisations Considered Inappropriate

Organisations promoting the practice of another faith or actively opposed to the teachings of the Catholic Church	Organisations promoting racial, sexual or religious prejudice or inequality.
Tobacco/Vaping companies	Political (except where required by law)
Organisations which use or advocate the use of unlawful acts to achieve their objectives.	Organisations that do not fit to the ethos of the Trust
Any other organisation that the Trust considers inappropriate.	

The Trust have delegated to the Headteacher or his/her representative the responsibility of accepting or rejecting any applications made and to apply the Lettings Policy to all applications.

APPENDIX 4 – Guidance for Schools in the application of this policy

Considerations before any Lettings at any school:

1. Check articles of association and funding agreement for school specific restrictions
2. The headteacher is ultimately responsible for any school lettings, but they will delegate responsibility to the Lettings Coordinator. This person will need to oversee arrangements for:

- Opening and closing the school buildings, and access for external providers
- Making sure the agreed conditions of hire are followed (including emergency evacuation procedures)
- Transferring pupils between school supervision and clubs run by external providers

3. Before you decide to hire out your premises to a person or group, consider the following:

- Our ethos and values
- Make sure that any group or person you're letting your premises to is appropriate and holds the appropriate documentation
- Political groups may not hire premises
- Religious groups outside of the Catholic faith may not hire premises for the purpose of promotion of their faith.

4. Check that your hirer has appropriate:

- Public Liability Insurance for Companies hiring the premises or signing an Insurance Loss, Theft or Damage Agreement
- Appropriate Licensing
- Health and safety training and procedures (including risk assessments)
- Safeguarding checks, policies, and training
- First Aid trained staff and own First Aid Kit
- Adult-to-child ratios
- Registration (for instance, external providers looked after children under age 5 need to be registered with Ofsted)

Basis for Charges

In arriving at rates for lettings, the Board of Directors has agreed the following principles:

- That the School should not, except in exceptional circumstances, subsidise the letting of its premises to third parties. *Examples of exceptional circumstances include: a toddler group to help promote the school; similarly pre-natal; groups from the Parish etc.*
- When determining the hire charges, the school should consider heating, energy, cleaning, wear and tear and staffing costs – including the cost of the Letting Coordinator role
- That the overall cost of letting school facilities must be recovered from users
- That VAT at the prevailing rate, if chargeable, will be payable in addition to the hirers charge

Research your potential market well before offering cheaper or subsidised rates to certain groups. Make sure you're going to make a profit from the premises hire, otherwise it's a lot of time and effort spent for little or no reward.

VAT

As a general rule if the letting makes use of a school sports facility e.g. gymnasium, hall or playing fields, then VAT will be chargeable. However, if certain conditions are met then the letting may be exempt from VAT e.g. sole use for more than 24 hours or a series often or more bookings are made and paid for at one time. Lettings of meeting rooms or classrooms are generally VAT exempt

Cancellations

The School will seek to recover any cost incurred by the school which is unavoidable as result of the cancellation of a letting.

Cancellation by the Hirer

- Cancellations must be made in writing 28 days prior to the booked event
- Cancellations received less than 28 days before the event may result in full payment being required

Cancellation by the Trust School

- The School reserves the right to cancel a booking at any time. If this occurs, the School will refund any booking fees paid. The School will not pay any compensation if your booking is cancelled.
- Failure to comply with the terms and conditions of the Letting Policy and Hire Agreement will automatically cancel your booking and any monies paid will not be refunded. Monies already paid will be paid back in the following circumstances:
    - The accommodation, grounds or equipment are required for civil purposes.
    - Force Majeure, accident, or emergency renders the hired premises unavailable.
    - In the event of civil disorder.
- The School reserves the right to vary the terms and conditions herein and to make such additional terms as it may in its absolute discretion deemed necessary. Any question arising as to the interpretation of the terms and conditions shall be interpreted by an appropriate Lettings Manager within the School whose discretion shall be final.

Administration of Hiring Premises

All schools are responsible for the administration of their premises hiring. Bookings for 8 weeks or more will be invoiced at monthly intervals.

All Applications for Premises Hire will be made in writing on the Application form attached below.

No member of staff is allowed to vary the terms and conditions under which the school's premises are hired out or to deviate from the hirer's charges. Any deviation from terms and conditions should be agreed by the Headteacher or their representative. All hiring of Trust's premises, including those for which no charge is made, shall be properly documented and all hirers must sign a Hire Agreement which includes a copy of the conditions of hire. The Hire Agreement is an enforceable contract. Hire Agreements will be reviewed on a yearly basis.

Charging arrangements

A deposit of 50% is required at the time of booking-this will only apply to one-off or ad-hoc bookings e.g. weekend sports, events etc. The deposit is returnable if the letting is cancelled more than four weeks prior to the event less a £25.00 administration charge.

Credit Facilities

The Trust will not permit the extension of credit facilities for lettings. Invoices for lettings must be paid promptly and non-payment of invoices will void the letting agreement for lettings of 8 weeks or more.

Security

A site agent / member of school staff must be present during the Letting. The Trust insists upon site agent/school staff presence to ensure the school is secure, not vulnerable to theft or damage, to ensure Health & Safety measures are maintained and to secure school premises when the lettings are finished.

Maximum capacity

In accordance with the Regulatory Reform (Fire Safety) Order 2005, there will limits on maximum capacity of school buildings (these numbers include helpers and performers) and on no account shall these numbers be exceeded.

Safeguarding and Child Protection

Hirers providing services to children must have policies and procedures in place to ensure children's safety and any Risk Assessments and DBS certificates required by the Hirer must be supplied to the school upon request. At an event where the number of children is likely to exceed 100, the Hirer must ensure that a sufficient number of adults to supervise and control the movement of the children and to take all reasonable precautions for the safety of the children.

Complaints procedure

A complaint about the school from someone letting the school premises should be dealt through the Trust complaints policy on our website (Policies - St Thomas Catholic Academies Trust (stcat.co.uk))

Appendix 5 – Schedule of Charges

The letting costs set out below include the following assumptions:

1. A site agent will need to be on site at least half an hour before the letting begins and remain on site at least half an hour after the letting concludes
2. The site agent remains on site throughout the letting

The costs identified in the table below are in addition to a flat rate of £15 to cover the cost of the site agent opening up before the hire and closing after the hire. This will be applied to all letting fees.

For example, the full cost of the Sports Hall hire would be:

- *For one hour = £15 + £35 = £50*
- *For two hours = £30 +£70 = £100*
- *Please note that (1.5 or double time may be required for a site agent on a weekend) so costs should reflect this*

	Monday to Friday Site agent required	Saturday Site Agent required	Sunday Site Agent required
Main Hall x 2 (including foyer and toilets)	£60.00 per hour	£70.00 per hour	£80 per hour
Playing Field only (no toilets or changing rooms)	£30 Per hour	£35 Per hour	£45 Per hour
Playing Field (including toilets and changing rooms)	£40 Per hour	£45 Per hour	£55 Per hour
Other Resources			

APPENDIX 6 – The hiring process, associated conditions and forms:

Application to Hire – Contractors (eg Judo, Dance, Forest Schools, Tennis)

- All applications for Hire shall be in writing on the application form attached.
- The person who signs the application form is deemed to be the hirer and therefore responsible for complying with the conditions of Hire.
- The Hirer of the school premises must be at least 21 years of age.
- The Hirer cannot transfer the benefit of the facility to any other person or organisation. No sub-letting or sharing of possession with any other parties.
- Only an authorised person may sign on behalf of a club or other body.
- The School has the right to refuse to enter into a hire agreement if it is not satisfied as to the purpose for which the premises are being hired.
- The Hirer shall not advertise, promote or announce any event to be held at any premises until they have received their Hire Agreement.
- The Hirer should remain on the site throughout the term of the booking. It is the responsibility of the hirer to contact the Site Agent/School staff member if leaving early, to secure the building.
- Hirers at the commencement of hiring are to acquaint themselves with the fire orders displayed in the hired premises, the locations of the emergency break glass, the positions, types and uses of various extinguishers within the premises. In the case of a fire, ensure that the fire orders are implemented as quickly as is possible. On any occasion that the fire alarm is activated, it is the hirer's responsibility to ensure that the halls in use are evacuated as quickly as possible, unless otherwise informed by a member of staff. The hirer shall be responsible for insuring that the emergency lighting is switched on at all times when the premises are in use.
- In the interests of hygiene and safety, dogs and other animals are not permitted in any school facility except with the prior written consent of the school.
- No flammable films or other flammable materials should be brought into the hired premises without the previous written consent of the school.
- In the halls where smoke detectors are in operation the use of dry ice, confetti bombs, smoke machines or pyrotechnics is forbidden. The use of such devices and activation of the fire alarm will incur extra costs.
- The hirer should provide their own first aid kit and First aid trained persons. The school shall be informed of any accident or injury occurring on the premises and shall be provided with a written report of the incident. If Police action were required, the hirer would need to inform the keyholder immediately.
- Entry to the building will be allowed at the time stated on the contract and all persons must vacate the building within 20 minutes of contract finish time.
- All users are expected to show good etiquette to other users, recognising at all times that this is a place of education and a place where adults must model exemplary behaviour to any child on site at any time.

Application to Hire – Private Parties (Christenings, children's birthdays, Church gatherings) Where no Public Liability Insurance is available

- All applications for Hire shall as detailed above.
- Loss, Theft or Damage Agreement must be agreed and signed prior to event

Process

- Once a hiring has been approved, a letter will be sent to the hirer, confirming the details of the letting.
- The hire agreement should be signed and returned to the school prior to the letting being agreed . It should be signed by a named individual and the agreement should be in their name, giving their permanent private address.
- The hirer agreement (with the Lettings Policy containing terms and conditions of hire of the school premises attached) will be signed in duplicate by the hirer and by the school's representative.