



LETTINGS POLICY

INTRODUCTION

The Governors recognise that the primary purpose of the Academy is to provide accommodation for the teaching, learning and welfare of its students. The needs of the students are paramount and will always take precedence over external lettings. When not required by the Academy, the Academy premises:

- represent a significant capital investment and should be fully utilised
- are a valuable community resource
- are a valuable source of income and may be offered for private or commercial usage

Any arrangement to hire out the use of the Academy premises should reflect the nature of a Catholic Academy. The Governors and Academy reserves the right to refuse any lettings it may choose.

Priority Usage

The Governing Body has adopted the following categories of priority user:

- Academy users
- Designated users; e.g. registered charities or community activities
- Private users; e.g. private businesses, profit making ventures, private functions, and commercial fund raising

Application for Designated Status

The Governing Body has delegated its power to determine designated status to the School Business Manager who will exercise discretion on their behalf and determine applications. The School Lettings Officer will maintain a list of approved organisations. This does not preclude the School Business Manager from referring sensitive applications to the full Governing Body at his/her discretion.

Conditions of Hire

The Governors have adopted a set of conditions under which the Academy premises may be hired. These conditions form Appendix 2 to this Lettings Policy.

Administration of Lettings

The Governors recognise that it would be impossible for them personally to vet every applicant or organisation who wish to make use of the school premises. Accordingly, they have delegated the authority to accept applications for hire to the School Business Manager. The day to day administration of lettings will be operated by the School Lettings Officer.

The Academy will operate a fair lettings policy that does not discriminate on grounds of race, colour, ethnicity, sexuality, gender, age or disability, providing it does not undermine the Catholic ethos of St Peter's.

No member of staff, with the exception of the School Business Manager is allowed to vary the terms and conditions under which the school premises are hired to either individuals or organisations, or to deviate from the Governors' published charging policy.

All formal hiring of the school premises, including those for which no charge is made, shall be properly documented. All hirers **must** apply to book the facilities on the Facilities Booking Form at Appendix 3, complete a Lettings Agreement at Appendix 4, and are to receive a copy of the conditions of hire at Appendix 2. The Lettings Agreement is an enforceable contract.

Scale of Charges

In arriving at their scale of charges the Governors have followed the following principles:

- that designated users will be charged no more than cost;
- that private users will be charged on a cost plus an income margin for the school;
- that there will be parity of treatment for similar users;
- the overall cost of letting school facilities will be recovered from users.

For the purpose of charging, the School Business Manager is empowered to determine to which group any particular individual or organisation belongs. The basis of charging will be determined by the purpose for which a letting is arranged.

The scale of charges forms Appendix 1 to this Lettings Policy.

Discounts

These form part of the scale of charges (Appendix 1) and are the only permitted variations to the standard charges.

Minimum Charges and Deposits

The minimum hire period will be one (1) hour other than the theatre which will be two (2) hours. The Governors reserve the right to require a deposit over and above the hiring charge as a surety against damage to the premises (including any

equipment) or the premises being left in an unacceptable condition necessitating their incurring additional cost for cleaning, caretaking, other expenses or late departure following the agreed period of hire.

Cancellations

Governors will seek to recover any cost incurred by the school which are unavoidable and result directly from the cancellation of a letting. Details of the charges are shown in the scale of charges in Appendix 1.

The Academy reserves the right to offer alternative suitable accommodation, at either site if it is not possible to fulfil the original booking for whatever reason.

Payment Methods

The Governors are mindful of their responsibilities in safeguarding the Academy from bad debt. Therefore, payment at the time of booking is at least the deposit and full payment is encouraged. Bank Transfer or cheque are acceptable (note: cheques must be banked and cleared prior to the event taking place).

Extensions of Credit

The Governors will allow the extension of credit to bone fide local organisations and individuals where they are satisfied that these are credit worthy. In all the cases the Governors reserve the right to withdraw credit facilities where prompt payment is not received. In all cases where credit is extended, an official invoice will be issued. The Governors will not normally extend credit for lettings where the invoice value is less than fifty pounds (£50). The Governors have chosen to delegate the approval of credit facilities to the School Business Manager who is to maintain a list for the guidance of administrative staff. In all cases where credit is advanced the invoice is to be raised at the time of booking.

Governors will instruct a claim via the Small Claims Court for any amount outstanding after three months.

Security

The Governors will not normally insist upon continuous caretaking presence providing the area of hire can be individually made available. Where the location means that a significant area of the Academy cannot be secured, Site Team presence will be required at cost to the hirer. The Governors reserve the right, and delegate power to the School Business Manager, to insist upon caretaking presence where in his/her view the nature of the hiring may leave the school vulnerable to theft or damage or the organisation has not previously had use of the facility.

Monitoring, Evaluation and Review

The Governing Body will review this policy biennially and assess its implementation and effectiveness. The policy will be promoted and implemented throughout the Academy.

Updated: August 2018

APPENDIX 1
SCALE OF CHARGES

	DESIGNATED USER £ / Hour	PRIVATE USER £ / Hour
Southbourne		
Sports Hall	30.00 Mon - Fri	35.00 Mon-Fri
Dining Hall	28.00 Mon - Fri	32.00 Mon - Fri
Dance Studio	28.00 Mon - Fri	32.00 Mon - Fri
Theatre with Technician (2hr)	100.00 Mon – Fri	115.00 Mon - Fri
Iford		
Drama Room	24.00 Mon - Fri	26.00 Mon-Fri
Gym	28.00 Mon - Fri	32.00 Mon-Fri
Hall with Stage	28.00 Mon - Fri	32.00 Mon-Fri
Site Supervisor if required to remain throughout hire period (per hour)		
Monday - Saturday	20.00	25.00
Sunday	30.00	35.00
Normal Opening Times		
Mon – Fri	0800 to 2200	
Weekends	1000 to 1830	

Other times and rooms are available by prior arrangement

One off booking	Payment, including £100 refundable deposit to be received in advance
Regular bookings	Bookings for 10 weeks or more will be invoiced at regular intervals throughout the term. Deposit requirements remain.
Discounts	Available on multiple room bookings. Registered Charities and Staff will be assigned as Designated Users - no further discount is given
Cancellation Charges	10% if cancellation notice is received at least 10 working days before hire
	25% if cancellation notice is received between 5 working days and 10 working days before hire
	50% if cancellation notice is received between 1 working day and 5 working days before hire
	100% if cancellation notice is less than 1 working day before hire

Bookings are confirmed by letter and on condition that the deposit has been paid.

APPENDIX 2

CONDITIONS OF HIRE

1. Acceptance of Conditions

The hiring of St Peter's Catholic Academy accommodation is permitted only on the conditions set out below. Acceptance of a booking confirmation by a hirer is deemed to be acceptance of these conditions.

2. Nominated Organiser

The hirer must nominate at least one person who will be on site during the period of the actual hiring to ensure that the prescribed conditions of hire are met. This person must be identified and must make her / himself known to the School Business Manager or their representative at the start of the letting.

3. Areas hired

The hirer must ensure that only the areas hired are used and that food is never taken outside the dining hall(s) or kitchen. No food is permitted in other areas. Photographs of the hire areas are provided in each location as guidance to the expected room condition after the hire period. Noticeboards specifically for use by hirers during their event are available and marked accordingly.

4. Behaviour and Supervision

Children must be supervised at all times within the building and grounds. The hirer will be responsible for ensuring the good behaviour of all those using the Academy premises. S/he must keep noise at a reasonable level, as determined by on-site staff, at all times.

5. Periods of hire

The hirer must ensure that the period of actual hire does not exceed the times booked. Failure to keep to the designated hours will result in a proportion of the refundable deposit being forfeited, the amount to be determined by the Academy.

6. Numbers

The numbers of people using the Academy premises at any one time must not exceed the numbers indicated on the booking form and agreed with the Academy. Failure to comply with this condition will result in the immediate termination of the letting without refund.

7. Cleaning

The hirer must leave the areas used, including the Academy grounds, in a good state of cleanliness: failure to do so will result in a proportion of the refundable deposit being forfeited, the amount to be determined by the Academy. Also see item 3 for further guidance.

8. Health and Safety

Health and Safety features of the Academy, such as evacuation routes, will be indicated by on-site notices and reinforced by staff at the time of hire if requested. The hirer must not interfere with, or misuse, any property of the Academy which is provided in the interests of health, safety or welfare. Hirers have a responsibility to ensure that all activities are safe and to safeguard their membership from avoidable harm.

9. Fire

The hirer will be made aware of the Academy's fire evacuation procedures relating to the area hired by signage displayed in all areas. All fire exits must be kept absolutely clear during the letting. Any alteration to the stated procedures will be advised to the Hirer by the site supervisor. Any permanent or long term change will be notified in writing to the nominated hirer.

The Academy Fire Alarm system is linked directly to the emergency services, who will respond directly unless informed otherwise. The nominated person will be provided with the telephone number of the duty staff in case of emergency.

10. DBS checks

Hirers must ensure that DBS checks are in place in accordance with the Academy's Safeguarding and Pupil Welfare policy. The Academy will seek written assurance that the hirer has appropriate policies and procedures in place in regard to safeguarding children and child protection.

11. Qualified instructors

Hirers who arrange an activity that is potentially dangerous must ensure that any instructors or leaders are suitably qualified.

12. Academy equipment, fabric and fittings

No use may be made of Academy equipment, such as pianos, without the prior agreement of the Academy. The hirer must not interfere with the fabric, fittings or contents of the Academy premises in any way. Also see item 3 for further guidance.

13. Hire of extra facilities

Extra facilities such as hot water urns or sports equipment must be negotiated at the time of booking. IT facilities such as computers, projectors or Wi-Fi are not generally available. The school theatre technician is able to offer existing lighting, sound and projection within the Theatre as part of a booking package – any additional facilities must be hired from a professional company. Any changes to the schools existing facility must be discussed with the theatre technician prior to being carried out and must be made good after the event.

14. Hirer's property

Permission should be obtained from the Academy in advance if the hirer wants to bring electrical equipment onto the premises. Hirers may not bring equipment or articles of an inflammable, explosive or dangerous nature onto the Academy premises. The use of dry ice or smoke machines can only be used with prior agreement of the school. Failure to gain written agreement will result in a charge should the emergency alarms be activated. Alarms are linked direct to the emergency services and will result in an unnecessary call, which in turn could put others' lives at risk.

15. Right of access

The Governing Body and its agents reserve the right of access to the premises during the letting.

16. Deposits

The hirer shall pay a £100 refundable deposit to secure the booking. This will be held by the Governors against any damage caused by the hirer, supplementary cleaning required or for late departure. The deposit will be refunded, less any advised costs within 30 days after the final hire session. If the hire is cancelled the deposit refund will be reduced by the amount applicable under the cancellation charges in section 28.

17. Payment of charges

The refundable deposit and 50% of the hire charge, must be paid at least 4 weeks before the date of the hiring, otherwise the accommodation will not be regarded as booked. The balance of 50% of the hire charge is to be paid a week before the hire date.

18. Insurance

The hirer is required to provide public liability insurance. This insurance must provide cover for the hirer in the event of a claim for damage to property or injury made against the hirer from a third party, which arises out of the hiring of the Academy premises. A copy of the policy schedule should accompany the deposit. If the hirer does not hold their own insurance, they may opt in to the policy cover available from the Academy, for an additional payment. The cover would remain in place for the maximum period of 12 months for ongoing lets or for specific short periods for ad hoc arrangements. The school available policy provides £1,000,000 public liability cover.

19. Own Risk

It is the hirer's responsibility to ensure that all those attending are made aware that they do so at their own risk.

20. Accident or Injury

The hirer must report any injuries to the on-site staff so that the necessary first aid, medical and reporting procedures can be initiated. First Aid kits are available from the Site supervisor, but it is the hirer's responsibility to provide qualified first aid staff. The Site supervisor will assist in obtaining emergency assistance if required.

The Governors do not accept any responsibility for any accident or injury or loss of property that may occur to, or be sustained by, persons using the Academy premises during the period of the letting.

21. Alcohol

Alcohol may not be sold or served without the written agreement of the Governors. If permission is given, alcohol may not be sold on the premises without a local council's licence. It is the responsibility of the hirer to obtain and show the licence to the School Business Manager at least one week in advance of the letting.

22. Musical Works and Copyright

No musical works in the repertoire of the Performing Right Society may be performed in public on the premises unless the hirer has obtained the permission of the Society. No copyright material may be delivered or performed without the consent of the owner of the copyright.

23. Public Entertainment

Film, musical, dancing (including disco), and stage events must all be considered public entertainments unless entrance is restricted to those who are bona fide members of the organisation hiring the premises. If admission is open to all, or if tickets are to be sold at the door or offered to the public, it is the hirer's responsibility to obtain an Occasional Licence.

24. Indemnity

The hirer should indemnify the Academy from and against any liability, damages, costs, charges and expenses incurred by the Academy as a result of any breach by the hirer of these conditions.

25. Alternative Accommodation

The Academy reserves the right to offer alternative suitable accommodation, at either site if it is not possible to fulfil the original booking for whatever reason.

26. Car Parking

Car parking on site is subject to availability and permitted only whilst the Hirer and other adults involved in the letting are on site only; users do so at their own risk. The Academy accepts no liability for any loss or damage, however caused.

27. No Smoking

The whole of the school premises is a non-smoking area, and smoking is not permitted.

28. Cancellation Charges

The following charges will be applied in the event of cancellation by the hirer. Cancellation by the school does not entitle the hirer to compensation – the school will attempt to relocate or reschedule any booking affected, caused by whatever reason.

Notice received :

Charge payable:

at least 10 working days before hire 10% if cancellation notice is received

5 to 10 working days before hire 25% if cancellation notice is received

1 to 5 working days before hire 50% if cancellation notice is received

less than 1 working day before hire 100% if cancellation notice is

29. Theatre use

Please see the separate booklet in respect of technical information when hiring the De Salle Theatre.

30. Complaints Procedure

In the event of a hirer being dissatisfied with the facilities or service, the school will investigate in-line with the Complaints Policy.



Enquiry & Booking Form for Hire of Facilities

Organisation		Named Contact	
Registered Charity No.		Email	
Address			
Post Code		Tele No.	
		Mobile	

I hereby apply to use the facilities at St Peter’s Catholic Academy as requested below:

Date: _____ Times: _____ (Start) _____ (Finish)

Date: _____ Times: _____ (Start) _____ (Finish)

Activity/Event: _____

Number of people expected _____ Age Range _____

Will alcohol be available: **Yes / No** If Yes, written permission will be required from the Governing Body, so please forward a letter of request with this booking form.

Will alcohol be sold: **Yes / No** If Yes, you must obtain a licence and forward it to the School Business Manager at least 1 week prior to the event.

Chargeable: **Yes / No** If Yes, where will proceeds go? _____

Requirements : _____
 (Rooms /
 Equipment) _____

I undertake on behalf of myself / the organisation that I represent, that if permission is granted that I / the organisation will comply with the terms of the Letting Policy, agreement and associated conditions of hire.

I accept that a charge will be made by the Academy for the use of the above facilities and that, I / the organisation will pay the sums due within the stipulated time before the commencement of the letting.

I declare that I am 18 years of age and older and undertake that adult supervision will be in force throughout the letting.

I understand that this booking is for a limited period and subject to the Academy having priority use of all facilities; any letting is subject to cancellation should the school enforce this clause (although the Academy will endeavour to offer an alternative and will give as much notice as possible) and any monies owed due to cancellation will be reimbursed, without any liability for loss of income or other costs previously incurred.

Subject to availability, parking is available on the site whilst the Hirer and other adults involved in the letting are on site only; users do so at their own risk. The Academy accepts no liability for any loss or damage, however caused.

I acknowledge that the whole of the school premises is a non-smoking area, and smoking is not permitted.

I enclose:

- Deposit £100
- 50% of Fee (payable at least 4 weeks before hire date)
- Balance of Fee (payable at least 1 week prior to hire date)
- Copy of Public Liability Insurance held

Or

- Hirers Insurance premium of £5 for cover through the Academy policy
- Application letter to Governing Body for permission to hold alcohol on the premises (In addition, a licence must also be obtained if alcohol is to be sold on site and sent to the School Business Manager one week prior to the event)

Please indicate where you saw the premises advertised:

St Peter's School Website Word of Mouth Used before Other

Applicants Name: _____

Signed _____

Date _____

APPENDIX 4

Date:

Our Ref:

To (name & address):

Letting Agreement for the use of facilities at St Peter's Catholic Academy

Room(s) or Sporting Facility:

This letter confirms the arrangements whereby we have agreed to make available to you _____ at the St Peter's Catholic Academy ("the property") as per the dates agreed in connection with your business as follows:

1. The facility will be available to you for the period commencing on _____ between _____ am / pm and _____ am / pm finishing on _____ at _____ am / pm. ("The Licence Period")
2. We agree, warrant and undertake that:
 - We are fully empowered and authorised to grant the rights granted in this agreement and we are free to enter into this agreement without having to obtain additional consent from any third party.
 - That we have advised you of any defects or dangers that we are aware in relation to the hiring.
 - We will not make any disclosure or supply any information or photographs or any other material whatsoever to the public or third party (other than as required by law) relating to this agreement or your activities hereunder
3. You shall be entitled to enter upon the property and make use of the aforesaid facilities during the Licence period.
4. As full and final consideration for the rights and licence granted by us and subject to our compliance with all our obligations and undertakings under this agreement you agree to pay the fee of £_____ (_____ Pounds (in words)) exclusive of VAT payable to St Peter's Catholic Academy prior to the commencement of the letting period. St Peter's is not currently VAT registered, so no VAT is payable.
5. Prior to signature of this agreement, you shall effect at your own expense and pay insurance premiums in respect of your activities hereunder and, if requested by us, agree to produce for our inspection copies of policies of insurance in respect of the same. Alternatively, you may have opted to use the insurance policy available via the Academy, which will be indicated below.
6. You shall indemnify us in respect of personal injury or death or damage to the property caused directly by your negligence and for any indirect or consequential loss we may suffer as a result of your actions under this agreement.
7. This agreement is made subject to your compliance and in conjunction with the attached guidelines for use.
8. This agreement is governed by and shall be construed in accordance with English Law.

We acknowledge receipt of the following:

- Completed booking form
- Copy of Public Liability Insurance
- St Peters Public Liability Insurance premium

