ST. JOHN'S CATHOLIC PRIMARY SCHOOL

Lettings Policy

March 2026

Our Mission Statement

The Mission of St. John's Catholic Primary School is to grow and learn in the footsteps of Jesus by being: responsible, caring, prayerful, creative, independent, thoughtful, curious and respectful. We live our Mission by:

- Ensuring that our attitudes and values are transmitted through a curriculum that is consistent with the Catholic faith
- Delivering a curriculum that is relevant, varied, interesting, stimulating, balanced and appropriate
- Developing policies and schemes of work which recognise that R.E. is an integral part of the curriculum
- Developing sound teaching and effective classroom management
- Generating a positive attitude to learning where realistic expectations of pupils and high standards of work are expected
- Using a variety of teaching approaches that reflect the needs of individual pupils
- Participating in projects which focus on the needs of others including local and international charities.
- St. John's is a Catholic voluntary aided primary school, established by the Church to serve the parishes of St. John the Baptist, Trowbridge, St. Bernadette, Westbury and St. Thomas More, Bradford on Avon.

Letting of School Premises

Introduction

In general the following advice applies. A letting is an arrangement to allow an external body temporary use of your school's premises or facilities. It should not extend for more than a year, although it can be renewed annually. The arrangement should not give exclusive or extended use of the buildings. If the arrangement involves the use of school accommodation during the normal working day a lease or licence may be required. For example a community group using the school hall every Thursday evening in term time for one year is a letting. Providing exclusive use of a classroom during the school day to a preschool group will require a lease or licence, and advice should be sought.

1. Aim

The Aim of this Guide is to assist Governors with the creation and implementation of a Lettings Policy that complies with the latest legislation.

2. Governors' Responsibilities

2.1 Governors' responsibilities for the control and community use of premises are contained in the Governors Handbook for Maintained Schools, Academies and Free Schools.

2.2 The Governing Body of each category has slightly different legal powers and obligations with regard to the use of premises out of school hours. But all Governing Bodies in Wiltshire LA have the delegated responsibility for the control of school premises out of school hours and consequently a requirement that a lettings policy be in place so that any delegated funds can be seen not to be subsidising non- school activities.

3. Role of the LA

3.1 The LA has delegated to Governing Bodies of Maintained Schools the responsibility for lettings and charges for those lettings. Its role is limited to checking that costs incurred by letting school premises to outside users are not subsidised from delegated funds and thus that all costs are covered by the charges levied.

3.2 The LA is committed to helping them by providing these guidelines, both to assist Governors to arrive at a realistic charge and to help them to create lettings policies that cover all the eventualities likely to be experienced in allowing non-school use of the premises.

Principles of Letting

4. Availability to all

4.1 Governors will need to decide whether they are prepared to allow all organizations, whatever their aims and ideas, to use their premises. Should they decide to restrict the use of school premises in any way they will need to be clear as to their responsibilities under the various Acts that cover discrimination for whatever reason as well as the Human Rights legislation.

4.2 The Director of Children's Services is always happy to advise Governors as to their legal position on specific matters, consulting the Solicitor to the Council if appropriate.

5. Safeguarding Children and Child Protection

5.1 The Governing Body is responsible for ensuring that the school has effective policies and procedures for safeguarding children (s.175 Education Act 2002). Where school premises are let to other organisations, the Governing Body should seek assurance that the hirer has appropriate policies and procedures in place in regard to safeguarding children and child protection, and that there are arrangements for the hirer to liaise with the school on these matters where appropriate.

An example of good practice in this area is the adoption by the hirer of the Safeguarding Standards produced by Sport England.

6. Responsible person to open and close

6.1 The opening and closing of premises for hirers, and attendance during the hiring, are matters for the Governors to agree on.

6.2 It is likely that any insurance policy entered into by the Governors will require a responsible person to carry out the necessary supervisory activity and be responsible for the ultimate security of the premises. Such a person need not be the caretaker or cleaner in charge; neither is a paid supervisor necessary.

6.3 The only criterion for the post of responsible person is a good knowledge of the school and the confidence of the Governors in his/her ability to do the job with absolute trustworthiness.

7. Clear conditions for hirers

7.1 Hirers should be able to refer to clear and reasonable conditions covering a hiring. These could cover the required indemnity to be taken out; the fire regulations for the school, including assembly points; the name and telephone

number of whom to contact in case of emergency and the name of the responsible person.

8. Clear charging structure

8.1 The charging structure should be clear and justifiable in case of challenge.

8.2 Among additional costs to be considered, Governors may wish to charge for extra cleaning, particularly if sporting activities have taken place or food has been eaten. Kitchen charges should also be indicated separately. If a paid responsible person is employed, whether the caretaker or cleaner in charge or not, the cost should be easily identifiable.

8.4 Definitive net internal areas are available for all schools as part of the Asset Management Plan sufficiency measure for calculating capacities. These figures should be used to calculate the cost/area to be charged. (Available from the Premises Officer (Asset Management), School Buildings and Places) Where the whole school has to be heated or lit then the charge should reflect this.

9. Insurance cover

9.1 The Governors will need to satisfy themselves that the hirers have appropriate and up to date insurance cover for any activities they carry out on school premises. This will need to include satisfactory indemnities against happenings not within the control of the LA.

10. Whole or part school charges

10.1 If there is no way of ensuring that the school premises that are being hired out can be heated and lit separately from the rest of the buildings, then the hiring charge should be based on the total floor area of the school. This is likely to be the case in most small primary schools.

10.2 Where schools have zoning controls in the building or are housed in separately metered buildings on the site then the area of the zone or the separate building should be used in the calculation.

10.3 Definitive net internal areas are available for all schools as part of the Asset Management Plan sufficiency measure for calculating capacities. These figures should be used to calculate the cost/area to be charged. (Available from the Premises Officer (Asset Management), School Buildings and Places)

11. Caretaker/cleaner in charge (if relevant)

11.1 Payments to Caretakers and others undertaking Lettings Duties are as prescribed in Western Section 3 (Q) (5) of the Manual Workers Handbook as adapted by Wiltshire Council. If schools have any queries about the correct rates to pay for lettings duties they should contact the Schools HR and Payroll Administration Team at County Hall for advice. There is no requirement that the caretaker automatically must be involved with the supervision and/or the opening/closing of the school.

11.2 Governors should decide their policy on this matter and ensure that it is clearly understood and accepted by the staff concerned. Hirers should be clearly informed of the position.

12. Cleaning charge (if relevant)

12.1 Where cleaning of the premises becomes necessary as a result of the letting then the cost of so doing should be added to the charge. This will depend on the use made of the premises and whether cleaning has to be carried out before the letting and/or after it. For example, if a school hall is to be let for a wedding reception there may be a need for a special clean before the letting. This is likely to be the case if the previous use of the hall has been for a messy activity.

12.2 Where users leave a mess after the letting such that the normal cleaning regime is not able to absorb it, a charge should be made.

12.3 Hirers should be clear on their liability to be charged should the Governors decide that a cleaning is needed to enable the school to function properly. The Governors decision on the suitability of the school for its purposes is final.

13. Catering charges

13.1 Charges should be made for the use of catering facilities that involve the use of kitchens/dining areas that are under the control of the catering providers.

13.2 Governors' policy and charging documents should be clear as to the difference between the charge for catering facilities and that for the preparation and serving of tea and coffee and light refreshments by the hirer. In the latter case Governors will have to decide whether they wish to charge for such use or not. In such cases no real cost will be incurred apart from a nominal amount of electricity, provided all clearing up is done by the hirers and they use their own equipment.

14. Clear audit trail

14.1 It is most important that clear records are kept of the Governors' decisions on the charging structure for each letting. A record, must be available for inspection if required by the hirer and by the Council's Audit staff.

14.2 The Governors' policy on lettings, and the hiring forms for each letting should be capable of being easily analysed to determine exactly how and why decisions have been made on charging and collecting fees**. It is essential to be able to demonstrate that no letting to outside bodies has been subsidised from the school's delegated budget.** Where any subsidy is involved, i.e. for local non-profit making groups such as Women's Institute, Brownies, etc. then the source of the subsidy should be clearly visible.

Lettings Policy: Suggested Administrative Procedures and Decision Tree

A. Applications for Lettings

1. It is suggested that all applications for a letting should be submitted in duplicate. One copy can then be sent to the hirer on approval with the fees payable shown. The other copy can be retained by the school as a record of the transaction.

2. All applications should normally be addressed to the Headteacher of the school. Governors will need to decide if applications have to be considered by them or an appropriate Sub-Committee of the Governing Body before approval.

3. It is considered that lettings will be approved normally by the Headteacher but that a record of such lettings will be presented to the Governors at their regular meetings. It may be that Governors will decide that specific types of lettings will need to be approved by the Governing Body as a whole, particularly those that may have a controversial nature locally.

4. Following appropriate discussions with the Caretaker, or other responsible person, and the catering contractor, the Headteacher or his/her representative could pass the application form to the person responsible to the Governors for approving lettings.

5. The appropriate charges could then be calculated. If all is well, the first copy of the application form showing the approval and detailing charges to be met may be sent to the applicant and the second copy may be retained by the school.

B. Charges

1. Charges should include the use of toilets, and the relevant square metre measurements should be included in the overall area being let when calculating the total charge.

2. Charges for the use as a polling station are limited to the actual charge of making the premises available to the Returning Officer. Schools should consult the relevant pages of the Governors Handbook.

3. Where invoices are raised for lettings, a copy should be kept by the school. Any invoices used should meet the requirements for a VAT invoice, as set out below in paragraph C.

4. Receipts should be given for all fees paid and copies kept in the school's financial records.

C. VAT on lettings

1. The County Treasurer has produced a VAT Manual for schools, which is updated regularly. Lettings are covered in Section 4.5 of the Manual (p.19). It is recommended that those responsible for lettings familiarise themselves with this booklet which has been sent to all schools.

2. Any queries concerning VAT may be referred to the County Treasurer's Department (Income Section).

D. Fee Income

1. It is essential to ensure that income at least covers expenditure.

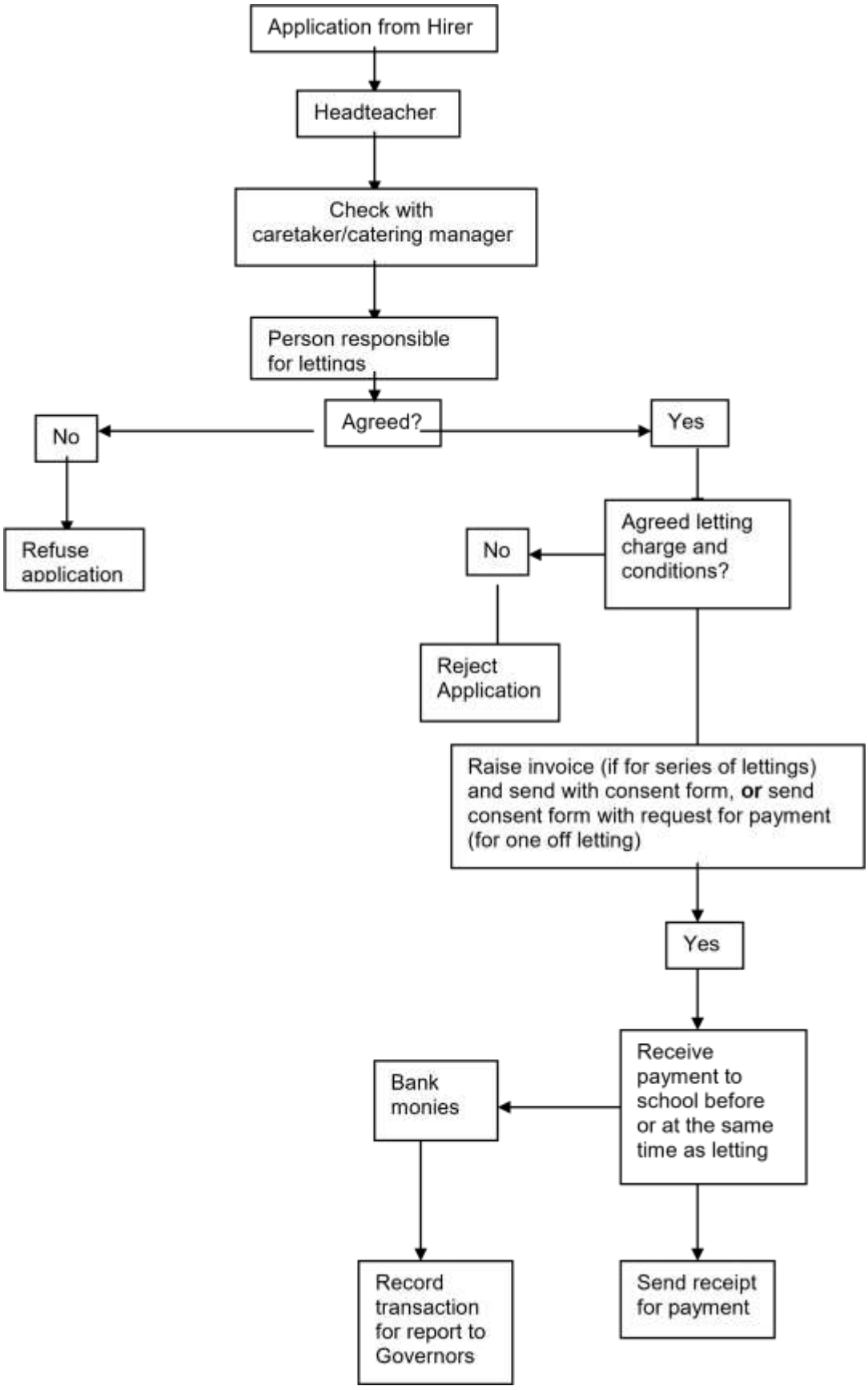
2. Fees should be received and banked for all lettings.

E. Lettings Administrator

1. It is suggested that a one named person should be in overall charge of the administration of the lettings policy.

2. It is advisable that wherever possible at least one other person is also involved in the day to day administration of lettings.

F. Decision Tree



Recommended Terms and Conditions of Letting

A. General

1. Educational and other statutory requirements take precedence over any other use.

2. Premises are let as they normally stand, and no alterations or additions shall be made to lighting, heating or any furniture and fittings without the consent of the Governors or the person to whom the control of lettings has been delegated.

3. Stage lighting shall not normally be used unless special consent is given and a competent operator is provided. Governors may wish to make a separate charge for this use.

4. Should a swimming pool be available for letting by Governors they should be guided by the advice of the Council's Leisure Services Officer in any letting policy and arrangements.

5. All passageways, stairs and exits to which the public has access shall at all times be kept free from obstruction.

6. Posters and placards will not normally be permitted on the premises except by prior consent of the Governors or the person to whom the control of lettings has been delegated.

7. No bolts, screws, nails or tacks or any adhesive fastenings shall be used to fix anything to the wall or for any other purpose.

8. No article of any inflammable or explosive character or any article producing an offensive smell or any oil, electric, gas or other engine shall be brought into the accommodation.

9. Smoking is not permitted.

10. The hirer shall be responsible for the maintenance of good order and behaviour during the letting. No intoxicating liquor shall be sold supplied or consumed on the premises without the previous consent of the Governors or the person to whom the control of lettings has been delegated, and, if appropriate, the Licensing Authority.

11. School Kitchens may only be used with the consent of the contractor and, if required by the contractor, the attendance of a representative of the contractor during the letting. Any charges for the use of the Kitchen will be as charged by the contractor and added to the basic lettings charge agreed by the Governors.

12. Attention is directed to the Children's and Young Persons Act 1933 Section 12 (1), which provides that when the number of children attending an entertainment exceeds one hundred, it should be the duty of the person providing the entertainment to provide

an effective corps of properly instructed stewards to see that the number of the children attending does not exceed the proper capacity of the building, and to take all other reasonable precautions for the safety of the children.

13. Hirers are still liable for the cost of the letting if a booking is cancelled after 9.30 a.m. on the day of the letting or, for a weekend letting, after 2.00 p.m. on the Friday preceding the weekend of the letting.

14. Consent to the use of the grounds may be withheld if the Governors consider the condition of the grounds are such that additional use may result in the inability of the school to provide sufficient playing space to provide for curricular use in accordance with the Standards for School Premises Regulations.

15. Floors of Assembly Halls, Sports Halls, Drama Halls and Gyms are used for pupils' physical education and no substance is to be applied to the floors to prepare them for dancing.

16. No footwear liable to damage floors and floor coverings should be worn in the school buildings.

17. If a piano is hired, the only one to be used is that indicated by the Governors or the person to whom the control of lettings is delegated.

18. Dogs, other than guide dogs for the blind, shall not be allowed on school premises.

B. Safeguarding and Child Protection

The Hirer should have clear safeguarding and child protection policies and procedures in place which comply with current Government guidance from DCSF (e.g. adoption of the Sport England Safeguarding Standards)

The Hirer will liaise with the school in the event of any concerns arising about safeguarding children or child protection.

C. Fire and Safety Precautions

1. The hirer must have a working mobile phone available during the hire and should be aware of the position of accessible telephones, escape routes, fire alarms, firefighting equipment, and the arrangements for emergency assembly areas. Organisers of any activity must also ensure that, as far as possible, an accurate list of those present is available as a roll call in case of fire.

2. Before using the premises hirers are responsible for checking, and Head and Governors for ensuring, that:

    - Escape routes are unlocked and unobstructed internally and externally and that all doors are easily and immediately operable from the inside

- Safety lighting is working satisfactorily
- Seating and gangways are arranged in accordance with safety rules
- Firefighting equipment is available for immediate use
- The maximum permitted number to be admitted is not exceeded
- The hirer is familiar with the layout of the building

3. In the event of a fire the person in charge of the hired premises is responsible for the calling of the Fire Brigade when the alarm sounds.
4. If there is a fire, or the fire alarm sounds, everyone should leave the building by the nearest exit ensuring that all doors are closed after they have been passed through. As part of their evacuation strategy the hirer should make a reasonable sweep of the area within their jurisdiction as long as this does not expose them to any additional hazards or unduly delay the evacuation. All persons should go to the designated assembly area where a check on those present should be carried out – either by using the list of attendees or by individual enquiry. No-one should be allowed to re-enter the building until authorised by the Senior Fire Officer present.

5. Use of fire extinguishers by hirers is only permitted by those with adequate training in the use of extinguishers. Care should be taken to ensure that the type of fire extinguisher is appropriate for the fire involved. However, firefighting is always secondary to safety of life.

6. After the letting the responsible person, whether the caretaker or another authorised person, will check there are no apparent fire risks. At the end of the letting hirers should therefore ensure that all electrical appliances, gas and water taps are turned off, and that isolating switches, where installed, are off. Doors and windows should be closed and any special fire instructions adhered to. Should it be necessary to leave a kiln on for firing, the responsible person must be told and appropriate arrangements made for emptying the kiln in due course.

D. Damage to Property

1. The Hirer shall repay to the Governors any additional costs, whether for staff or premises, resulting from the misuse and/or damage of the premises and/or grounds resulting from their use by the hirer before, during or after the period of hire if in relation to or because of the hiring.

2. The costs of reinstating grounds or reinstating or replacing any part of the premises or any property in or on the premises and grounds which shall be damaged, destroyed, stolen or removed will be certified by a member of the Royal Institute of Chartered Surveyors whose certificate shall be conclusive.

E. Indemnity

1. Hirers shall indemnify the Governors against all claims, demands, actions or proceedings in respect of goods or clothing or of the death or injury of any person which shall occur during, before or after the period of hire if in relation to or by reason of the hiring. Provided always that this indemnity shall not apply in the event of any

negligence on the part of the Governors or Local Authority, their agents or employees, or any defects in the premises or of an act of God or the Queen's enemies.

2. The hirer shall obtain insurance against its legal liabilities to third parties, with a limit of indemnity of at least £1 million.

3. Premises shall not be used for any unlawful purpose and there shall be deemed to be implied on the part of the hirer an undertaking with the Governors strictly to observe all statutory provisions and regulations imposed by the Justices of the Peace applicable to any letting, and to indemnify the Governors and the Local Authority, their agents and employees from all penalties, damages and costs which they may incur in consequence of an breach or default in complying with such provisions.

4. The hirer shall indemnify the Governors against all claims, demands actions or proceedings arising out of the infringement of copyright, etc during the period of hire.

5. The hirer shall be responsible for ensuring that appropriate licensing requirements are met in respect of a letting at which charges are made for admission and musical works are to be performed vocally, instrumentally or mechanically (see below).

F. Right of Entry

1. The Head, Governors, Director of Children's Services and persons authorised by them, shall have free access to the hired premises in the pursuance of their duties and instructions must be given by the hirer for their admission.

G. Failure to Observe Conditions

1. If the hirer shall fail to observe or ensure the observance by others of the provisions of these Terms and Conditions and any Notes attached to them, the Governors may without notice end the hirer's rights under the agreement, and effect the immediate vacation of the premises and/or grounds.

2. Such a termination shall not release the hirer from any of the obligations under the agreement or affect any right which the Governors may have under the agreement or otherwise and the Governors shall be entitled to retain any money paid as a deposit and to sue for any balance outstanding.

H. Responsibility for Property

1. The Governors shall not be responsible for goods, materials, clothing, etc., brought into or left in the building by the hirer or persons acting on his behalf.

2. Cars are parked on the school premises at the owners' risk.

I. Statutory Requirements

1. Public music, singing and dancing can only take place in premises that have a Premises Licence, available from the Licensing Officer at the Council. Music, Singing and Dancing Licence. Public performances are defined as those to which members of the general public have free access; normally on payment of an entrance fee. Hirers must ensure they obtain such a licence if necessary and that they observe the conditions therein. Amongst other things there will be conditions limiting the hours during which such performances can take place and on the maximum number of persons who can be present in the licensed accommodation.

2. Public performances of stage plays, etc., can only take place in premises that have a Premises Licence. Hirers should ascertain whether the premises concerned have such a licence and what its conditions are, particularly in respect of maximum size of audience and seating arrangements.

3. Intoxicating liquor cannot be sold on the premises unless the hirer or person providing the bar facilities has obtained a Temporary Events Notice (TENS). Such a notice must be shown to the Governors representative – normally the caretaker or other responsible person- before the letting starts. The bar must be placed where young persons under the age of 18 cannot normally gain access. Should such access occur, all liability for any consequences of whatever sort shall be with the hirers.

St John's Catholic Primary School

APPLICATION FORM FOR USE OF ACCOMMODATION/FACILITIES AT ST JOHN'S CATHOLIC PRIMARY SCHOOL

Particulars of Organisation/Club

Name of Organisation…….

Name and Address of Hirer……..

……

Phone no: daytime:…….evening……..

Facilities required…….

(Hall, Dining room, Gymnasium, Sports Hall, Classroom (give number), Cloakroom, Changing room/showers, Indoor swimming pool, Outdoor Swimming pool, Tennis courts, Playing field, Hard playground, Scullery (for preparation of drinks), Kitchen (for preparation of meals), Any other facilities. NB Toilets are included with every letting.

Purpose of use……

Day(s)……Date(s)……

Time(s) of use: from…….. to……

Heating required (in period 16th March to 30th September)…Yes/No……...

Equipment/apparatus etc. required……...

……..

Other requirements……...

Other information…….

I agree to the terms and conditions of hiring as submitted to me and will pay the sum due:

(a) (for one letting) on receipt of your consent in writing
(b) (for a series of lettings) on receipt of your invoice

Date…… Signature……...

CONSENT

Your application for the hiring of accommodation/facilities has been approved /rejected by the Governors. If it has been rejected a letter of explanation is attached.

The charge is £…….. Date…….Signed……

on behalf of the Governors

Name(print)……

This policy has been approved and adopted by the Governing Body on: 10th March 2026

Head teacher : Mrs K O'Rourke

Chair of Governors : Mrs C Doogue

Review cycle:	Every Two Years
Next review due:	March 2028