



# Blessed George Napier Catholic School

## Premises Lettings Policy

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## 1. Aims

We aim to:

- Make sure the school’s premises and facilities can be used, where appropriate, to support community or commercial organisations
- Allow the hiring of the premises without using the school’s delegated budget to subsidise this
- Charge for the use of the premises to cover the costs of hire and, where appropriate, raise additional funds for the school
- Not let any hiring out of the premises interfere with the school’s primary purpose of providing education to its pupils

## 2. Introduction.

- The Governing Body will make every reasonable effort to ensure the school building and grounds are available for community use.
- However, the overriding aim of the Governing Body is to support the school in providing the best possible education for its pupils.
- Any lettings of the premises to outside organisations will be considered with this in mind.

## 3. Definition of a Letting

- A letting may be defined as ‘any use of the school premises by either a community group or a commercial organisation’, regardless of whether a letting fee is charged. It must not interfere with the primary activity

## 4. Areas available for hire

- 2.1 Available areas- Please see the school website for visuals of all facilities for hire

The school will permit the hire of the following areas:

- Sports hall
- Library
- Classrooms
- Playing fields
- Astro Turf
- Main School Hall

## 5. Charging rates and principles

### 3.1 Rates

The rates for hiring out different areas are listed in appendix 1. We may decide that certain organisations or activities can use the premises for a reduced rate, or free of charge, if it supports the core aims of the school.

### 3.2 Cancellations

We reserve the right to cancel any agreed hiring with a minimum of [7 days' notice]. A full refund will be issued if we do cancel a hire. The school shall not be liable for any indirect or consequential losses, including (without limitation) any loss of profits, loss of business or the loss of any revenue arising out of the cancellation of any hire.

The hirer of the premises can cancel any hire with a minimum of [7 days' notice]. If less notice than this is given, the licensee shall not be entitled to a refund.

### 3.3 Review

The revenue raised from hiring out will be reviewed by the School Business Manager and will be fed into the school's financial reporting, to ensure best value is being achieved.

## 6. Application process

Those wishing to hire the premises should contact the Lettings Co-Ordinator and fill out the hire request form, which you can find in appendix 2 of this policy and read the terms and conditions of hire set out in section 8.

The hirer should fill out and sign the hire request form and return it to the Lettings Co-Ordinator who will resolve any conflicting requests for the use of the premises, with school functions always receiving priority.

We reserve the right to decline any applications at our absolute discretion, in particular where the organisation does not uphold the values of the school, or reputational damage may occur.

If the Lettings Co-Ordinator or Headteacher has any concern about the appropriateness of a particular request for a letting, he/she will consult the Chairman of the Finance Committee, who has the authority to determine the issue on behalf of the Governing Body.

The Governing Body has the right to refuse an application and no letting should be regarded as 'booked' until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until your booking confirmation has been received.

If the request is approved, we will contact the hirer with details of how to submit payment and make arrangements for the date and time in question. We will also send on details of the emergency evacuation procedures and other relevant health and safety documents. The hirer will also need to provide proof of their public liability insurance

## 7. Safeguarding

The school is dedicated to ensuring the safeguarding of its pupils at all times.

It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space.

If there is a chance that those hiring the premises will come into contact with pupils, for example if the hire occurs during school hours, or when pupils may be present in the school (during after school clubs or extra-curricular activities), we will ask for confirmation that the hirers have had the appropriate level of DBS check.

The Hirer shall ensure that where a hiring involves activities aimed predominantly at children, and/or the activity is positively supported by the school for the attendance of children, they have appropriate safeguarding policies and procedures in place and that they, themselves and those persons likely to have contact with children, have been subject to Enhanced Criminal Record Bureau checks. The governors reserve the right to require the Hirer to produce evidence that enhanced DBS checks have been carried out on all persons and to review safeguarding policies and procedures and to impose any additional requirement they consider appropriate in connection with the hiring. If for any reason the governors are not satisfied, then they reserve the right to cancel any hiring and there shall be no liability to the Hirer other than to refund any hiring fee or deposit paid. Please complete Appendix 4 the Safeguarding Declaration .

The latest guidance can be found at: <https://www.gov.uk/government/publications/keeping-children-safe-in-education--2>

## 8. Terms and conditions of hire

### TERMS AND CONDITIONS OF LETTING OF THE SCHOOL PREMISES

These terms and conditions must be complied with.

The 'hirer' shall be the named individual on the letting agreement and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

#### 1. STATUS OF THE HIRER

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background.

The letting agreement is personal to the hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of creating any tenancy between the school and the hirer.

#### 2. CRIMINAL RECORD BUREAU (DBS) CHECKS

It may be necessary for the hirer to undergo a criminal records check via the Disclosure and Barring Service (DBS). If a particular letting involves contact with children and young people, it is the responsibility of the hirer, as advised by the Headteacher, to ensure that they have complied with the DBS Code of Practise.

When there is a requirement for DBS checks to be undertaken, the hirer must keep appropriate records in line with the DBS Code of Practise and report to the school any safeguarding concerns which may arise.

The hirer will be required to provide evidence that DBS checks have been carried out on request.

#### 3. INDEMNITY AND INSURANCE

Lettings are made on the agreement that the Governing Body are indemnified by the hirer against any loss, damage, costs and expenses during the use of the school premises by the hirer except where such loss, damage costs and expenses are directly attributable to the negligence of the employees of the Governing Body (refer to Lettings Indemnity Form – Appendix 3).

The hirer shall insure, with a reputable insurance office approved by the Governing Body, against such funds as the hirer may become liable to pay as compensation, arising out of bodily injury or illness (fatal or otherwise) to any person and/or costs, fees, expenses, loss or damage caused to property or the premises by any act or neglect of himself, his servants, agents, or any person resorting to the premises by reason of the use of the premises by the hirer.

Unless specifically agreed by the Governing Body, the insurance cover shall provide a limit indemnity of not less than £5,000,000 (five million pounds) in respect of any one incident and to include liability for the premises including liability for fire and explosion risks arising from the let of the premises.

The hirer shall produce the policy of insurance and receipts for the current premium or premiums upon request by the Headteacher, Governing Body within seven days of a request.

Neither the school nor the Local Authority shall be responsible for any injury to persons or damage to property arising out of the letting of the premises.

#### **4. STATUTORY REQUIREMENTS**

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 affected in respect of the premises from time to time.

#### **5. LICENSES AND PERMISSIONS**

The hirer shall be responsible for obtaining any public licenses necessary in connection with the booking and should confirm with the school the licenses they hold.

Permission or license must be obtained from the copyright owner, the owner of the sound recordings (if appropriate) and the publisher for any public performance of music, musicals, operas, or stage plays. The borrowing of music scores or plays from a local library does not constitute permission to perform.

Regulated entertainment, public music, singing and dancing can only take place on premises which have a Premise's License authorising entertainment, or by applying for a Temporary Event Notice.

Hirers are reminded that it is illegal to photocopy music or plays without the express permission in writing of the copyright holder except in certain circumstances. Any infringement of this is liable to prosecution.

The hirer shall indemnify the governors against all sums of money which the governors may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

#### **6. PUBLIC SAFETY**

All conditions attached to the granting of the license, stage play or other licenses and the school's health and safety policy shall be strictly observed. Nothing shall be done which will endanger the users of the building, or invalidate the policies of insurance relating to it and its contents. In particular:

- a) Obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be available for free public access and exit at all times
- b) Fire – fighting apparatus shall be kept in its proper place and only used for its intended purpose
- c) The fire brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Headteacher
- d) The hirer is responsible for familiarising his/herself with the procedure for evacuation of the premises, the escape routes, assembly points, and shall be familiar with the fire-fighting equipment available
- e) Performances involving danger to the public shall not be permitted
- f) Highly flammable substances shall not be brought into, or used, in any part of the premises. No internal decorations of a combustible nature (e.g. polystyrene, cotton, hay, etc) shall be undertaken or erected without the consent of the Governing Body

g) No unauthorised heating appliances shall be used on the premises

h) All electrical equipment brought into the building shall be subject to regular PAT testing and certification provided in evidence. The intention to use any electrical equipment must be notified on the hire application form. The Governing Body disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment

i) Adequate supervision must be provided to maintain order and good conduct, and, where applicable, the hirer must adhere to the correct adult/pupil ratios at all times when these are specified for particular activities, e.g by national governing bodies of sports, scouts etc.

## **THE HIRER'S RESPONSIBILITIES**

The hirer must inform the school of any fault, damage or other problems with the premises or equipment encountered during the letting.

No part of the premises is to be used otherwise than for the purpose of the premises requested.

No part of the premises requested is to be used for any unlawful purpose or in any unlawful way.

### **6.1 OWN RISK**

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

### **6.2 FIRST AID FACILITIES**

It is the responsibility of the hirer to make their own first aid arrangements, such as the provision of a first aid kit, and the provision of first aid training for supervising personnel, particularly in the case of sports lettings. There is no legal requirement for the school to provide first aid facilities and use of the school's resources is not available.

### **6.3 FURNITURE AND FITTINGS**

Furniture and fittings shall not be removed or interfered with in any way. Nor shall they be rearranged except by prior agreement and will be subject to reinstatement at the end of each session of use. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, is permitted. In the event of any damage to premises or property arising from the letting, the hirer shall pay the cost of any repair required.

Hall floors are used by children for physical education and no substance is to be applied to floors to prepare them for dancing or any other activity. No footwear liable to damage floors may be worn in school buildings. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the building.

### **6.4 FOOD AND DRINK**

No food and drink may be prepared or consumed on the property without the direct permission of the Headteacher in line with current food hygiene regulations.

## **6.5 KITCHEN/FOOD PREPARATION, FACILITIES AND EQUIPMENT**

Third parties shall only be permitted to share use of kitchens and/or equipment where a member of the school's staff is available to supervise such use and subject to reimbursement of the resultant staff costs.

## **6.6 INTOXICATING LIQUOR**

No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the permission in writing of the headteacher/governing body, whose written consent must also be obtained prior to seeking any Temporary Event notice for the sale of alcoholic liquor from the local Licensing Authority. All evidence of intoxicating liquor must be removed from the premises at the end of the letting.

## **6.7 SMOKING**

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

## **6.8 BETTING, GAMING AND LOTTERIES**

Nothing shall be done on, or in relation to, the premises in contravention of the law relating to betting, gaming and lotteries, and the persons or organisations responsible for functions held in the premises shall ensure that the requirements of the relevant legislation are strictly observed.

## **6.9 NUISANCE/DISTURBANCE**

Hirers and organisers of events in the school premises are responsible for ensuring that the noise level of their function does not interfere with the other activities within the building nor to cause inconvenience for the occupiers of nearby houses or property.

## **6.10 DISPOSAL OF WASTE**

The hirer must comply with the school's arrangements for disposal of any rubbish or waste materials.

## **6.11 ANIMALS**

Except in the case of trained guide dogs for the blind and hearing dogs for the deaf, animals shall not be permitted on the school premises.

## **6.12 RULES**

The hirer shall comply with any rules and regulations which the Governing Body shall make from time to time.

## **6.13 CHARGES AND CANCELLATIONS**

The hirer acknowledges that the charges are as set out in the letting agreement, including any review arrangements specified. The letting may be cancelled, provided that in each circumstance at least 7 days notice either way is given. It is the hirer's responsibility to notify people appropriately of any changes in dates or venues at least a week in advance.

The Governing Body will not accept any responsibility for any loss, or other expenses however incurred by the hirer, in the event of a cancellation by the Governing Body of the letting as a result of circumstances beyond its control (including, without prejudice to the generality of the same, industrial action by its employees, or others, oil shortage, failure of electricity/gas supply).

The decision of the Governing Body as to whether a letting should be cancelled shall be binding on the hirer.

#### **6.14 SUB-LETTING**

The hirer shall not sub-let the premises, underlet or share possession with any other parties.

#### **6.15 STORAGE ANCILLARY TO THE LETTING**

The permission of the Governing Body/Headteacher must be obtained before goods or equipment are left or stored on the premises, except that the Headteacher is authorised to grant permission for the overnight storage of goods and equipment brought to the school for a particular event.

#### **6.16 LOSS OF PROPERTY**

The Governing Body cannot accept responsibility for damage to, or the loss or theft of, hirer's property and effects. It is the responsibility of the hirer to make his/her own insurance arrangements if required.

#### **6.17 CAR PARKING**

Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the school. In particular the Hirer must ensure that access to the school by emergency vehicles is not obstructed or delayed. Where parking accommodation is available, this must be used, and users of the school should avoid undue noise on arrival and departure. Hirers must follow the school's one way vehicle entrance and exit systems that are in place.

At BGN Monday-Friday After 5pm and weekends entrance via Springfield Road gate and exit Addison Road gate.

Failure to do so will jeopardise your booking.

#### **6.18 TOILET FACILITIES**

Access to the designated school's toilet facilities is included as part of the letting arrangements.

#### **6.19 RIGHT OF ACCESS**

The Governing Body reserves the right of access to the premises during the letting for emergency or monitoring purposes (The Headteacher or members of the Governing Body from the Finance Committee may monitor activities from time to time).

#### **6.20 VACATION OF PREMISES**

The hirer shall ensure that the premises are vacated promptly at the end of the letting session. The hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult.

## Appendix 1: Charges

### BGN SCHOOL COMMUNITY LETTINGS CHARGES FROM 01/09/2021

#### ASTROTURF

FULL PITCH SENIOR RATE £60 PER HOUR  
UNDER 16's RATE £54 PER HOUR

HALF PITCH £36 PER HOUR

SPORTS HALL £36 PER HOUR (DISCOUNTS FOR 4 OR MORE HOURS) Daily rate £160

BUSINESS CENTRE £24 PER HOUR

Children's Parties £42 per hour £72 (2 hours) to include Sports Hall or Astro with Activity Room for food)

SCHOOL HALL - £24 per hour  
Also subject to extra charges for equipment, and extra tables.

Function Rate including Drama Studio and Stage From £160

Please call for details of charges for weekly clubs in the School Hall and Business Centre, and for Daily rates in the Business Centre.

**Tel Sports Hall** **01295-273993**  
**Tel Lettings Co-ordinator** **07503691233**  
**Or E-Mail** [lettings@bgn.oxon.sch.uk](mailto:lettings@bgn.oxon.sch.uk)

## Appendix 2: Hire request form

Before filling out a request form, please familiarise yourself with our terms and conditions for the hire of our premises and our rates of hire, which you can find in appendix 1 and 7 of this policy. If you have any questions, please contact the Lettings Co-Ordinator.

Name of applicant/organisation and company number (where applicable)		
Applicant contact details		Address:  Phone no: Email address:
Preferred method of contact		
Purpose/activity of organisation		
Part of the premises requesting to be hired		
Date and time of first hire		
Is this a recurring request, or one off? If recurring, indicate the frequency and number of occurrences (e.g. weekly, 10 weeks)		
Number of expected participants in the activity		
Additional equipment you will require from the school (please note we may not always be able to provide this but will inform you where this is/is not possible)		
Additional equipment you will be providing yourself		

Will alcohol be brought onto the premises?		
Are you obtaining a licence for the sale of alcohol ?		
Do you have insurance cover for this activity?		

By signing below, I agree to the terms and conditions set out in the school's premises lettings policy.

Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

Please return this form via email to the Lettings Co-Ordinator at School.

We will be in touch to inform you if your application is successful, and if so details of the full cost and documents that will need to be shared.

**Appendix 3:**

**LETTINGS INDEMNITY FORM**

INSURANCE COVER – To comply with the conditions of the hiring agreement.

I hereby indemnify the school against any claims made against it arising from the use of hired premises. In addition, I accept responsibility for any claims the school may have for any damage to its property arising from its use during my hire.

I maintain a Public Liability Insurance Policy, the details of which are as under:

Policy Number: \_\_\_\_\_

Expiry Date: \_\_\_\_\_

Name and Address of Insurance Company:

\_\_\_\_\_

Indemnity Limit: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**DECLARATION (Please read before signing)**

I have received a copy of the Lettings policy and Terms and Conditions for the Letting of School Premises and agree to be bound by them. Any licenses necessary and the Theatres Act 1968 and the Cinematograph Acts 1909 and 1952 have been or will be observed and any requirements of the Licensing Justices, where necessary, have been or will be met. I agree to pay the charges due as required and hereby certify that the premises and grounds will be used only for the purpose stated.

I am over 18 years of age.

Signature: \_\_\_\_\_

Date of application: \_\_\_\_\_

NAME (BLOCK CAPITALS) Mr/Mrs/Ms/Miss

\_\_\_\_\_

#### Appendix 4:

### **SAFEGUARDING Transfer of Control Agreement**

The User undertakes to ensure that all staff or volunteers providing a service on behalf of the User will be made aware of the Oxfordshire Safeguarding Children's Board child protection procedures and the DFE guidance Keeping Children Safe in Education (2015) (KCSiE)

Specifically, the user will take responsibility for ensuring that all required safe recruitment checks are undertaken on any adult using these premises. This should include enhanced DBS checks on all those likely to have unsupervised contact with children and young people and a requirement that any allegation about inappropriate behaviour from any adult, employed or volunteering for the User is referred to the Designated Officer of the Local Authority (LADO) within 24 hours and before taking any action.

Insert Name: \_\_\_\_\_ on behalf of

Insert Name of Organisation: \_\_\_\_\_ accept the responsibilities to safeguard and promote the welfare of all children or young people for whom we provide a service.

I/We agree to provide a copy of our child protection policy on request of the school.

I/We confirm that all adults either employed or being used on a voluntary basis to provide services on behalf of Insert Name of Organisation: \_\_\_\_\_ have been through the appropriate safe recruitment checks and have received and will continue to receive on a three-yearly cycle, appropriate child protection training.

Insert Name of the User representative of the Organisation: \_\_\_\_\_  
make this declaration to confirm that we agree to and accept the expectations of this agreement outlined above.

The User undertakes to uphold fundamental British values and will not seek to express or allow any individual in their organisation to express radical or extremist views.

I have read and understand the terms and conditions for hire of the premises and other facilities and agree with the details of the booking stated above.

Signed: \_\_\_\_\_ on behalf of the user organisation

Date: \_\_\_\_\_

Please provide a copy of your organisation's Child Protection Policy with this declaration