



The
Pope Francis Catholic
Multi Academy Company

LETTINGS POLICY

POLICY INFORMATION SHEET	
Title	LETTINGS POLICY
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Statement of intent

The Pope Francis MAC aims to maximise the use of all its facilities. The intended purpose of the trust's facilities is to benefit the school community; however, the trust understands that extending the use of the premises to the wider community allows us to maximise our income and provide an advantage to the clubs and groups who will use our facilities.

The trust endeavours to positively contribute to increasing participation in activities taking place in the local community.

This policy clearly sets out the rules and procedures the trust expects hirers to follow when using the facilities.

1. Legal framework

This policy has due regard to the relevant legislation, including, but not limited to, the following:

- The School Premises (England) Regulations 2012
- Health and Safety at Work etc. Act 1974
- The Health and Safety (First-Aid) Regulations 1981
- Education Act 1996
- The Control of Asbestos Regulations 2012
- The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) 2013
- Value Added Tax Act 1994

This policy has due regard to the relevant guidance including, but not limited to, the following:

- DfE (2018) 'Advice on standards for school premises'
- DfE (2023) 'After-school clubs, community activities and tuition: safeguarding guidance for providers'
- DfE (2023) 'The Prevent duty'
- HMRC (2020) 'Land and property (VAT Notice 742)
- HMRC (2019) 'Education and vocational training' (VAT Notice 701/30)
- 1. DfE (2023) 'Keeping children safe in education' latest version

This policy operates in conjunction with the following school policies:

- First Aid Policy
- Fire Safety Policy
- Premises Management Policy
- Health and Safety Policy
- Child Protection and Safeguarding Policy
- CCTV Policy
- Manual Handling Policy

- Asbestos Management Policy
- School Security Policy

2. **Key Roles and responsibilities**

The local governing body, will be responsible for:

- Ensuring this policy is implemented consistently across the school.
- Working with the headteacher to ensure all relevant policies and procedures are implemented and made available to hirers.
- Agreeing fair prices to charge for using the premises: these will reflect the condition of the facilities but remain competitive enough to be accessible to the wider community.
- Ensuring the costs of any bills, e.g. electricity and water, that may be attributed to the use of the premises are covered.
- Overseeing the marketing of the facilities to ensure their use is maximised.

The headteacher, site manager / school business manager will be responsible for:

- Ensuring compliance with the premises licence.
- Acting as or appointing a designated premises supervisor.
- Working with the site manager to assess whether or not the premises is suitable for hire in its current condition.
- Ensuring the school has the correct insurance for hiring out the premises.
- Checking the hirer has adequate public liability insurance.
- Accepting and rejecting applications to hire the premises.
- Working with the site manager to ensure the premises is fit for use by hirers.
- Ensuring hirers familiarise themselves with any relevant policies and procedures, e.g. the First Aid Policy and Fire Safety Policy.
- Ensuring the school adheres to its Premises Management Policy.
- Reviewing and, where necessary, amending the school's Letting School Premises Risk Assessment to help ensure the safety of the hirer and their visitors.
- Reviewing the relevant safeguarding checks carried out by the hirer to ensure they comply with the requirements outlined in the Child Protection and Safeguarding Policy.

- Ensuring the facilities and equipment requested are clean and in a good working condition for each hirer.
- Working with the hirers to ensure high levels of security are maintained.
- Showing the hirers how to properly open the premises and secure and lock the premises after use.
- Maintaining and checking equipment to ensure the general upkeep of the site and its facilities.
- Organising any repairs and/or replacement of equipment.

Hirers will be responsible for:

- Ensuring the proper use of the facilities and equipment they have requested to use.
- Taking the necessary steps to ensure there is no damage to any equipment or furniture, or the building itself.
- Ensuring all related visitors and volunteers have signed in during their period of hire.
- Leaving the premises in a clean and tidy condition.
- Working with the site manager to ensure that the premises is secure after use.
- Obtaining adequate public liability insurance.
- Providing the headteacher with proof that they hold a current and relevant insurance policy.
- Obtaining all necessary safeguarding checks where required, e.g. DBS checks, and providing proof of this to the relevant designated person from the school
- Reading the Child Protection and Safeguarding Policy and other relevant safeguarding procedures, and ensuring they understand the rules and procedures detailed within.
- Informing the headteacher of the activities that will be undertaken on the premises and of any changes to these activities.

3. Applications

The school reserve the right to reject any application for the hire of the Premises or to cancel this agreement and return any Hire Fee paid for a period after the cancellation to the Hirer within one week.

Sub-letting of any form is strictly prohibited. If the school receives any evidence pertaining to plans to sub-let the school premises, all bookings the hirer has made with the school will be cancelled.

4. Fees

The Hire Fee is payable in advance when booking. A charge will be made (by deduction from the Hire Fee) if an agreement for a one off booking is cancelled by the Hirer on less than 28 days notice, as follows-

- a) if cancellation is less than 7 days before the Hire Date the charge is 100% of the Hire Fee,
- b) if cancellation is between 13 and 7 days before the Hire Date the charge is 75% of the Hire Fee,
- c) if the cancellation is between 27 and 14 days before the Hire Date the charge is 50% of the Hire Fee, their organisation will be barred from using any facilities controlled by the school until they have paid the full amount.

The school reserves the right to take legal action should any outstanding fees remain unpaid for [30 days](#) after hiring.

Should any equipment, including items that have not been requested, be damaged, lost or stolen whilst under the hirer's care, the school reserves the right to charge for repairing or replacing the equipment.

VAT

VAT is not currently charged on lettings bookings.

5. Health and safety

Risk assessments

The site manager / school business manager will undertake relevant risk assessments for the suitability of the site before activities are carried out on the premises, to ensure the safety of the hirer and any additional visitors. Hirers will be required to conduct their own risk assessments for their activities.

Emergencies

In case of an emergency, the on-site telephones can be used to call the emergency services. All hirers will be advised to have access to at least one mobile telephone that can be used to call the emergency services, should the on-site telephones not be accessible.

First aid

Hirers will be responsible for ensuring they have a trained first aider on site during the times they use the premises.

Fire safety

The hirer will familiarise themselves with the Fire Safety Risk Assessment and other relevant risk assessments before using the premises. The site manager/ school business manager will make copies of the schools Fire Safety Policy available to the hirer prior to the first hire date. The hirer will be shown the schools fire exits and evacuation points by the site manager prior to the first hire date.

Asbestos

Hirers will be provided with a copy of the schools Asbestos Management Policy and asbestos management plan (AMP) on request before using the site. Where there is a high risk area, the plan will be provided in advance of the booking

The site manager / school business manager will inform the hirer of any asbestos containing materials (ACMs) that have been identified and how they could be damaged or disturbed. Hirers will receive the correct information and instructions and will be clear on what precautions to take.

Risk assessments will be conducted of the areas to let, to ensure no ACMs will be disturbed.

If the schools find there has been, or may have been, an unplanned disturbance of asbestos after the facilities have been hired, the following action will be taken:

- All activities will stop, and everyone will be evacuated from the affected area.
- Staff, pupils and visitors will not be allowed to re-enter the affected areas until any necessary remedial action has been taken.
- Items, including equipment, books or personal belongings, will not be moved from the area.
- Advice will be sought from an asbestos expert regarding remedial action.

Unless the incident is minor, the school will notify the HSE, as this is a legal requirement under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) 2013.

Anyone who has come into contact with asbestos, and is concerned about their exposure, will be advised to contact their GP.

The school's AMP will detail the procedures for staff to follow in the event of an incident, and this will be communicated to all staff.

Any incidents involving the disturbance of, and exposure to, asbestos will be recorded appropriately and dealt with in line with the school's incident reporting procedures.

Smoking and alcohol

Smoking will not be permitted on the premises at any time. Alcohol will not be brought on to, or consumed on, the premises unless the school holds a licence to sell alcohol and this has been agreed in writing by the headteacher, site manager or school business manager.

6. Safeguarding

The school will ensure that appropriate arrangements are in place to keep children safe during the hiring out school premises and facilities. Organisations submitting a lettings request involving working with children and/or young people will submit a signed copy of their current Child Protection and Safeguarding Policy. The governing board will ensure there are arrangements in place to liaise with the organisation on these matters where appropriate.

The school will ensure safeguarding requirements are included in any transfer of control agreement, as a condition of use and occupation of the premises. Failure to comply with this will lead to termination of the agreement.

All hirers must state the purpose of the hire. Each hirer will be vetted by the DSL and any concerns will be reported to the school prior to approval.

When determining whether to approve an application; the school will consider the following factors:

- The type of activity

- Possible interferences with school activities
- The availability of facilities
- The availability of staff
- Health and safety considerations
- The schools duties with regard to the prevention of terrorism and radicalisation
- Whether the letting is deemed compatible with the ethos of the school

An application will not be approved if it:

- Is aimed at promoting extremist views.
- Involves the dissemination of inappropriate materials.
- Contravenes the statutory Prevent duty.
- Is likely to cause offence to public taste and decency (except where this is, in the opinion of the school, balanced or outweighed by freedom of expression of artistic merit).

The site manager / school business manager will file an incident report form if they have reason to believe that the letting has been used for political purposes not previously authorised, the dissemination of inappropriate material or any other purpose that contravenes the Prevent duty.

Where an individual group is found to be promoting views in contravention of the school's Prevent duty, the person or group is guilty of an offence, under the Education Act 1996, the school will contact the police/school security who will remove the person or group from school premises.

All hirers will read and review the school's Child Protection and Safeguarding Policy.

7. Using the site

The hirer will liaise with the Lettings Coordinator to ensure the school remains secure before, during and after use.

Hirers will be given a contact number for the Lettings Coordinator in case of any security breach or emergency.

The premises will not be available to hirers after **10:00pm**, to avoid any noise complaints from neighbouring residents.

The Lettings Coordinator will remain on site for the duration of the hire.

Keys or security codes will not be passed to any hirer or other person without written permission from the local governing body.

The school uses a 'three strike rule' when handling complaints lodged against hirers; however, the school reserves the right to take more severe action depending on the nature of the complaint.

- Strike one – hirers will receive a verbal warning about their conduct on the property and be warned that repeated offences will result in their booking privileges being suspended.
- Strike two – hirers will receive a second verbal warning and a letter explaining that the school takes a zero-tolerance approach inappropriate behaviour. This letter will outline that any fines for the behaviour that the school is issued may be passed on to the hirer if there is sufficient evidence to do so.
- Strike three – the hirer will be barred from booking the school premises for any activity for a period of two months. The school also expects the hirer to issue an apology to the school and complainant in writing.

If the school receives an allegation regarding an organisation or individual that has hired the school premises, the school will follow its usual safeguarding procedures and process for managing allegations, including informing the LA designated officer.

The use of public announcement systems and loudspeakers must be agreed with the headteacher and site manager, this agreement must include a maximum noise level which is not to be exceeded.

The trust's car park is available to hirers during their time on the premises; however, the trust will not accept responsibility for any loss, damage or accident that may occur whilst the car park is in use.

Hirers will only use the car parking spaces allocated and, should any additional spaces be required, the site manager will find suitable spaces on the premises for additional parking.

In the event additional parking is required, the site manager will ensure the trust premises remain accessible to the emergency services, should they be required.

8. Equipment

Hirers will identify any equipment they require from the School and detail this in the hire agreement; hirers must seek permission from the school to use any additional equipment once the agreement has been submitted.

Furniture and fittings will not be removed or interfered with in any way, unless permission has been granted by the site manager or headteacher. In the event permission has been granted, the site manager will oversee the move.

If a furniture move has been agreed, the hirer and site manager will negotiate restoring the premises back to its original state.

Any damage to equipment, furniture or the building will result in the hirer being charged the cost of any repairs or replacements.

Any seating provided is limited to the number of chairs on the premises.

Hirers are allowed to bring their own equipment on to the premises; however, they will be required to acknowledge this in their hire agreement.

The school cannot be considered responsible if any of the hirer's equipment is damaged, stolen or lost whilst being used on the premises.

CCTV systems will be used to monitor events and identify incidents taking place whilst the premises are in use, in accordance with the school's CCTV Policy if applicable.

Hirers will report any stolen or missing equipment to the site manager/ school business manager immediately.

Food and drink may be prepared on the premises; however, hirers must seek direct permission from the school before.

The hirer will prepare food and drink in line with current food and hygiene regulations.

Hirers will be responsible for arranging any additional licences that are required to the nature of their activities, e.g. a music licence or licence to sell alcohol.

Hirers will not bring animals onto the premises without permission from the headteacher, site manager or school business manager

9. Monitoring and review

This policy will be reviewed annually by the PFMAC Director of Estates.

The scheduled review date for this policy is April 2027

Appendix A

HIRING AGREEMENT SCHOOL /ACADEMY

Date of Booking:	
<u>Purpose for hire</u> <u>.(“Permitted Use”)</u>	
<u>Details of Hirer (the “Hirer”)</u>	Address:
Hirer’s organisation name:	Tel No:
Name of responsible person within the organisation:	Email Address:
<u>Details of Premises Ownership</u>	
Birmingham Roman Catholic Diocesan Schoolees Registered (the “ Schoolees ”) as freehold owner and the [.....]of [School/Academy which is part of.....MAC] as occupier (the “ Representative ”) to whom all correspondence should be sent at.....	
<u>Regular Bookings</u>	
Time from:..... Time to: Days required each week.....(“ Hire Period ”)	
Rate per hour: £..... Total Hours.....	
Amount payable per week.....(the “ Hire Fee ”)	
Hire Fee to be paid in advance by the first day of each school term	
<u>One off Booking</u>	Day & Date required:
Time from:..... Time to:.....Total Hrs:.....	(Please include time for setting up and clearing away)
Rate per hour: £ Deposit £.....paid on.....	
Total Payable £.....(the “ Hire Fee ”)	
Balance to be paid four weeks prior to function date	
In consideration of the Hire Fee being paid by the Hirer to the Representative in accordance with this Hiring Agreement the Schoolees agree to permit the Hirer to use the Premises for the Permitted Use during the Hire Period	

I have read and accept the Standard Conditions of Hire set out overleaf.

Signature of Hirer.....

Print name.....

Address if different from above.....

Signed on behalf of both the Schools andSchool /MAC by the
Representative.....

Dated.....

This form should be completed by the Hirer signing (but not dating) two copies and submitting them to the Representative, who will if the hiring is agreed sign and date both copies and give one to the Hirer

Standard Conditions of Hire

1. All applications for the use of the Premises, shall be made in writing by the Hirer completing all the information on page 1 of this agreement and returning this agreement unsigned to the Representative.
2. A booking is made only when the Hirer has received a copy of this agreement signed by the Representative and dated.
3. The Schoolees reserve the right to reject any application for the hire of the Premises or to cancel this agreement and return any Hire Fee paid for a period after the cancellation to the Hirer within one week.
4. The Hire Fee is payable in advance when booking. A charge will be made (by deduction from the Hire Fee) if an agreement for a one off booking is cancelled by the Hirer on less than 28 days notice, as follows-
 - . if cancellation is less than 7 days before the Hire Date the charge is 100% of the Hire Fee,
 - . if cancellation is between 13 and 7 days before the Hire Date the charge is 75% of the Hire Fee,
 - . if the cancellation is between 27 and 14 days before the Hire Date the charge is 50% of the Hire Fee
5. The Hirer may cancel any regular booking on one school term's notice to the Representative.
6. The Hirer will, during the Hire Period, be responsible for the care of the Premises and contents and for keeping them safe from damage, however slight, or change of any sort and for the behaviour of all persons using the Premises whatever their capacity.
7. The Hirer will properly supervise any car parking arrangements so as to avoid any obstruction.
8. The Hirer shall not

- . use the Premises for any purpose other than the Permitted Use or
 - . sub-hire or use or allow the Premises to be used for any unlawful purpose or
 - . do anything or bring onto the Premises anything which may endanger the Premises or
 - . render invalid any insurance policy for the Premises or
 - . without the prior written consent of the Representative allow
 - () consumption of alcohol on the Premises or
 - () ball games in or around the Premises or
 - () the use of the kitchen
 - . allow smoking in or around the Premises
 - . allow any form of cooking or heating equipment to be used other than those now in the Premises
9. The Hirer shall obtain and comply with all consents licences and approvals necessary for the Hirer's use.
 10. The Hirer shall comply with all laws, regulations and government guidance concerning its use of the Premises, particularly about public health, gaming/ betting/lotteries, consumption of alcohol (if permitted) and food preparation.
 11. The Hirer shall comply with all conditions made in respect of the Premises by any relevant relevant body, particularly in connection with any event which includes public dancing, performance music or stage plays.
 12. The Hirer will be responsible for all obligations in respect of copyright works and will pay all composer's, author's, publisher's and other fees or royalties payable in respect of the Hirer's use of the Premises.
 13. The Hirer must report all accidents involving injury to any person using the Premises during the Hire Period to the Representative as soon as possible and complete the Accident Book record and any other reports required by law. The Hirer shall also report to the Representative any hazard or damage of which the Hirer becomes aware during the Hire Period.
 14. The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the Premises and no animals whatsoever are to enter any kitchen at any time.
 15. The Hirer shall ensure that any activities for children and young people at the Premises are risk assessed, that safeguarding law is complied with and that only fit and proper persons have access to any children.
 16. The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the Premises, and shall indemnify the Schoolees against all actions, claims and proceedings arising from any breach of this condition.
 17. The Hirer and those attending the Hirer's event must respect the nature of the area and must not disturb neighbours, particularly when departing the Premises late at night.

18. Any damage to the Premises or the contents is to be reported by the Hirer to the Representative and rectified at the Hirer's expense by the Schoolees' contractors. Any failure of equipment belonging to the Premises must also be reported to the Representative as soon as possible.
19. No floors may be polished or powdered for dancing and no stiletto heels or other footwear likely to cause harm to the floor may be worn. The Hirer is responsible for any damage caused by breach of this condition.
20. The Schoolees reserve the right for the Representative to enter the Premises at any time during the Hire Period and stop any function which, in their opinion, is not properly conducted. No part of the Hire Fee shall be refunded and any cost incurred in engaging the police or others to secure proper conduct will be payable by the Hirer.
21. The Hirer shall leave the Premises on each occasion clean and tidy with the lights turned off, windows and doors firmly secured, and any contents in their normal place, otherwise the Schoolees shall be entitled to make an additional charge for dealing with these matters.
22. During the Hire Period the Hirer is responsible for the efficient supervision of the Premises including (without prejudice to the generality of the above):
 - a. effective control of children
 - b. orderly and safe admission and departure of persons to and from the Premises
 - c. orderly and safe exiting from the Premises in case of emergency
 - d. ensuring that all doors and corridors allowing people to get out of the Premises are left unobstructed and immediately available for exit during its use
 - e. fire appliances must be kept in their proper places and used for no other purpose. Fire doors must only be opened in the event of an emergency.
23. The Schoolees are not liable for death of or injury to any person attending the Premises during the Hire Period except where such death or injury is due to the negligence or fraudulent misrepresentation of the Schoolees.
24. The Hirer fully indemnifies the Schoolees against any claims, losses, claims, damages costs and expenses (including legal expenses) incurred by the Schoolees and arising out of any negligent act or omission or breach of this agreement by the Hirer or the Hirer's attendees
25. To the extent possible in law the liability of the Schoolees to the Hirer for direct loss or damage sustained by the Hirer shall be limited to the Hire Fee where such loss or damage is caused by the negligence of the Schoolees or by any breach of this agreement by the Schoolees.
26. The full extent of the liability of the Schoolees to the Hirer is set out above. The Schoolees are not liable to the Hirer for any indirect or consequential losses, loss of profits, loss of revenue, loss of reputation, loss of business or loss of goodwill sustained by the Hirer caused by the negligence of the Schoolees or the breach of this agreement by the Schoolees.
27. All conditions and warranties, whether express or implied by statute, common law, trade practice or otherwise shall be interpreted subject to this agreement and in so far as they are inconsistent with this agreement and to the extent that they can in law be excluded shall be excluded.

28. The Hirer shall comply with any regulations made by the Representative and made known to the Hirer.
29. The Hirer shall not block access to the school/academy or make any part of it dirty or leave any rubbish on it.
30. The Hirer shall not promote activities, engage in conduct or otherwise use the Premises in any manner whatsoever which is contrary to the teaching of the Catholic Church and will not use the Premises for a purpose which, in the exclusive judgment of the Schoolees, would be detrimental to or inconsistent with the ethos and purposes of the School Deed of the Archdiocese of Birmingham. For these purposes, the teaching of the Catholic Church advocates respect for and promotion of human life and development, the human family and good citizenship, promotion of responsibility for the environment and promotion of dignity in the workplace and good employment practice;
31. The Hirer shall not use the Premises for any of the following, which are given as examples of specific activities which are considered by the Schoolees to be contrary to the teachings of the Catholic Church and inconsistent with the School Deed of the Archdiocese of Birmingham:-
 - . the promotion of, advice on, services relating to or the supply of information on contraception or abortion (including the morning-after-pill). This provision also extends to any information or services supplied by a local authority school nurse or any other individual.
 - . the promotion of or services relating to any personal, social health, relationships and sex education which is contrary to the social and moral teachings of the Catholic Church
 - . religious teaching, practice or worship which is hostile to the Catholic Church or disrespectful to the Christian faith.