



**Maria Fidelis**  
Catholic School FCJ

<b>Lettings Policy</b>	
<b>Committee</b>	Finance, Premises and Staffing
<b>Author</b>	Taken from Key for School Leaders with local amendments
<b>Approved By Governing Body</b>	3 <sup>rd</sup> July 2023
<b>Frequency of Review</b>	Annual
<b>Next review Date</b>	Summer 2024

### **The FCJ Schools' Vision**

Our vision is that FCJ schools are communities of personal and academic excellence.

Strong in companionship, the unique giftedness of every person in these faith communities is recognised, nourished and celebrated.

Our hope and expectation is that, through God's grace working in us all, each young person grows into their best self, with zest for life and the generosity and confidence to use their talents and gifts in the service of others.

# Maria Fidelis Catholic School FCJ

## Lettings Policy



### 1 Introduction

The Governing Body is committed to making every reasonable effort to ensure the school buildings and grounds (“the premises”) are available for community use. Where there is a conflict between a ‘hiring’ and a school event priority will always be given to school events.

#### 1.1 Definition of a Hiring

A hiring may be defined as: ‘any use of the premises by either a community group or a commercial organisation, regardless of whether a hiring fee is charged’. It must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

#### 1.2 Charges for a Hiring

The governing body is responsible for setting the charges for the hiring of the school premises. These are reviewed annually in July by the Governors’ Finance, Premises and Staffing Committee (Appendix A) for implementation on the 1<sup>st</sup> September.

The Governing Body reserves the right to review charges at any time, in response to any significant increases in cost affecting the school.

#### 1.3 Applying to use the School

Enquiries to use the school premises should initially be made with the School Business Manager to whom the Head has delegated responsibility for the management of lettings, in accordance with the school’s policy. If the Head has any concern about the appropriateness of a particular request for a letting, they will consult with the Chair of the Finance, Premises and Staffing 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 the booking has been confirmed in writing. The name of the school should not be associated with any booking without the written approval of the School Business Manager.

#### 1.4 Hire Agreement

Once a hiring has been approved, this document, the Lettings Policy with Booking Form Appendix A at the back, will be sent to the applicant confirming the details of the letting. The terms and conditions of the policy must be adhered to. The hire agreement must be signed by both parties (the Hirer and the School) before the hiring can take place. It should be signed by a named individual (‘the Hirer’) and the agreement should be in their name, giving their permanent private address or in the case of a company that company’s registered address. The hire agreement will be signed in duplicate by the Hirer and the School Business Manager on behalf of the Governing Body. The named individual applying to hire the premises will be invoiced in advance for the cost of the letting (one off bookings). Regular hirers (at least ten bookings per term) will be invoiced in arrears at the end of the calendar month. All hiring fees will be payable to the school. If the Hirer has specific set-up requirements (e.g. setting up rows of chairs, room configuration etc.), this should be discussed with the School Business Manager in advance. A fee may be payable for such depending upon the extra time involved for

caretaking staff etc. A deposit payable by the Hirer may be required by the School in relation to obligations under Section 2. In the event of breach of such obligations by the Hirer, the deposit becomes non-refundable and such monies may be retained by the School to cover any costs incurred in making good, returning the premises to its pre-hiring state (e.g. moving furniture back to position), any damage, cleaning up and /or breakages caused during a letting etc. If the deposit proves insufficient to cover such costs, the School retains the right to recover any excess from the Hirer.

#### **1.4 Termination of a Contract**

The Head, or the Chair of the governing body, has the immediate power to terminate any hire agreement relating to the hire of the school premises, in accordance with the terms and conditions of the agreement attached.

#### **1.5 Complaints**

Any complaints arising from a hiring agreement will be dealt with using the school's complaints procedure, a copy of which is available from the school office.

### **2 Conditions of Hire:**

- 2.1 "The School" means the School and the Governors of Maria Fidelis Catholic School FCJ. 'The Hirer' means the person signing the Booking Form and in addition any organisation for whom they have stated in such form to be acting. The liability under the hiring agreement of such person and such organisation shall be joint and several.
- 2.2 Not more than the number of persons in the acceptance of the Booking Form or stipulated in the acceptance shall be allowed in the School premises at any one time.
- 2.3 Use of the school premises or the relevant part thereof and entry thereto is limited to the purposes and times stated on the application form and no sub-letting is permitted.
- 2.4 The right at any time to enter the school premises and remain on the premises during the hiring is reserved to the School and any police officer.
- 2.5 The Hirer must secure the preservation of order at all times, and take all reasonable steps to prevent injury, loss or damage to any person or property, on all occasions on which the premises are being used by virtue of such permission. The Hirer must arrange for an adequate number of responsible stewards to be present throughout the period of hire to assist in the preservation of order.
- 2.6 The School reserve the right to terminate with immediate effect any activity, entertainment or meeting which in their opinion is not properly conducted or which may infringe any of the provision hereof in particular any suspected disorder, damage, offence or illegality.
- 2.7 No bolts, nails, screws, bits, pins, spikes or other objects shall be driven into the fabric or furnishings of any part of the School premises.
- 2.8 The Hirer shall at the expiration of the hiring leave the School premises in a clean and orderly state. Where equipment and furniture had been provided, the Hirer will ensure that these are in like condition and in position as found.
- 2.9 The Hirer shall ensure all property brought into the premises for the purposes of the hiring are removed before the expiration of the hiring. The School shall not be responsible for any property left behind and reserve the right to levy a charge whilst it is on the premises or dispose of it.
- 2.10 No slogans, advertisements, flags, emblems or decorations shall be attached to the outside of the School premises whether affixed to the same or freestanding without the agreement of the School Business Manager.

- 2.11 The Hirer shall remove any slogan, advertisement, flag, emblem or decoration displayed inside the School premises if in the opinion of the School it shall be unlawful unseemly or libellous or expose the premises to an undue risk of fire or is likely to lead to a disturbance or a breach of the peace.
- 2.12 Car parking is not available on the school premises unless otherwise agreed.
- 2.13 Sports Hall, Gym, Dance Studio: In order to protect the floor, spiked shoes or stiletto heels must not be worn on the premises. No school games equipment may be used without permission, and Sports Hall equipment is in any case not to be used unless an adult with recognised qualifications for the activity proposed is personally in charge at all times.
- 2.14 The Hirers of the Sports Hall, Gym, Dance Studio or any other part of the School premises should ensure that suitably qualified supervision is available and also the users of such facilities must ensure that changing areas, showers and adjacent corridors are kept clean. Additional specific conditions may apply to individual sports areas.
- 2.15 One-off bookings must be paid in advance. For long-term regular bookings, invoices will be sent on a monthly basis and payment is due within 30 days.
- 2.16 The School reserves the right to change and/or alter any time these conditions. Accepting of a hire slot and payment of deposits is deemed to be acceptance of these conditions.
- 2.17 The School reserves the right to ask for an additional but refundable deposit on certain types of lettings, where there is a risk of damage potential.

#### **2.18 Indemnity and Insurance**

Lettings are made on the agreement that the Governing Body is 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 school/governing body.

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 of 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 hire of the premises. This insurance is normally sold as Public Liability Insurance.

The Hirer shall produce the policy of insurance and receipts for the current premium or premiums upon request by the Lettings Officer or governing body within seven days of a request. No booking will be confirmed until proof of insurance cover has been provided. The school can arrange lettings insurance through its insurer for an additional charge.

- 2.19 The school shall not be responsible for any injury to persons or damage to property arising out of the letting of the premises.

#### **2.20 Disclosure and Barring Service (DBS)**

It may be necessary for the Hirer to submit proof that they have undergone a successful check under the Disclosure and Barring Service (DBS). If a particular letting involves contact with children and young people, it is the responsibility of the Hirer to ensure and be able to fully demonstrate that they have complied with the DBS Code of Practice and

any relevant Safeguarding requirements. A copy of the DBS registration for the event organiser will be requested for lettings involving children under the age of 18. When there is a requirement for DBS checks to be undertaken, the Hirer must keep appropriate records for all adults in line with the DBS Code of Practice and report to the Head of the school any safeguarding concerns which may arise.

The Hirer must be able to provide evidence that DBS checks have been carried out for all relevant adults on request. Spot checks will be undertaken by the School Business Manager.

## 2.21 Licences and Permissions

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

Permission or licence 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 Premises Licence authorising entertainment, or by applying for a Temporary Event Notice.

The School Business Manager must be given at least four weeks' notice of a stage play production. The Hirer must obtain a Temporary Event Notice from the local Licensing Authority. The requirement is for the notice to be received by the Licensing Authority and the Police a minimum of 10 **working** days before the planned event but not including the day of the delivery of the notice or the day of the event.

For more information on licensing please contact Camden Local Authority.

It is the responsibility of any Hirer to ensure that all copyright licences have been obtained to cover planned activities.

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 governing body against all sums of money which the school may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

## 2.22 Public Safety

All conditions attached to the granting of the licence, stage play or other licences and the school's health and safety policy shall be strictly observed. A copy of the policy is available from the school office. 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) the emergency lighting supply must be turned on during the whole time the premises are occupied, and must illuminate all exit signs and routes;
- c) fire-fighting apparatus shall be kept in its proper place and only used for its intended purpose;
- d) the Fire Brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the School Business Manager.

- e) the Hirer is responsible for familiarising him/herself with the procedure for evacuation of the premises, escape routes, assembly points and shall be familiar with the fire-fighting equipment available (see 2.23).
- f) the Hirer is responsible for communicating the information above to anyone attending the event or activity;
- g) performances involving danger to the public shall not be permitted;
- h) 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;
- i) no latex materials, including balloons, may be brought onto the premises;
- j) no unauthorised heating appliances shall be used on the premises;
- k) all electrical equipment brought onto the premises 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.
- l) adequate supervision must be provided to maintain order and good conduct, and, where applicable, the Hirer must adhere to the correct adult/minor ratios at all times when these are specified for particular activities, e.g. by national governing bodies of sports, scouts etc.

### **2.23 Emergency Evacuation Procedures**

It is recommended that the Hirer familiarise themselves with the following, sharing with all under their control as Hirer:

- Anyone discovering a fire should immediately sound the nearest fire alarm call point. In the case of a child they should then inform the nearest adult.
- The function of the alarm is to warn every person in the building that a state of emergency has arisen and that the drill procedure should be put into operation at once.
- Whenever the fire alarm sounds in school, please do not assume that this is a drill and does not affect you, please exit the school in a safe, orderly and efficient manner and congregate at the assembly point.
- The evacuation should be carried out quietly in order that any instructions given can be heard.
- To avoid fire spreading, if possible, windows as well as doors should be closed. However, the closing of windows and doors should not unduly delay the evacuation of the building or present a health or safety risk. Adults must assess the situation and use their discretion.
- On reaching a staircase people should descend in single file using one side of the staircase only.

#### **Assembly Point**

Hirers should familiarise themselves with the fire safety assembly point location (rear playground) and are responsible for ensuring that their staff and all users of the facilities are aware of this location.

#### **Roll Call**

The Hirer/club organiser or another designated person must take the responsibility of Fire Warden.

Once at the place of assembly a roll call or count must be taken and it is the responsibility of the Warden to have an up to date list of all attendees. Should anybody be missing the Fire Brigade/Caretaker on duty must be informed immediately.

If danger to life is present the Fire Brigade will search for missing persons. Nobody will be allowed to re-enter a building. In the case of a drill permission to re-enter the building is given by the Caretaker on duty.

### **Notices**

Fire Instruction Notices are located at each fire alarm point. (Please note that the assembly point for Hirers may be different to that listed on notices around the building as per above – see Assembly Point).

Where people with hearing difficulties are present on the premises it will be necessary to make provision for alerting them in the event of fire.

### **Attacking the Fire**

Circumstances will dictate as to whether fire-fighting operations should be attempted; the important thing is that FIREFIGHTING MUST ALWAYS BE SECONDARY TO LIFE.

## **2.24 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 permitted.

## **2.25 Food and Drink**

No food and drink may be prepared (see note below) or consumed on the property without the direct permission of the School Business Manager in line with current food hygiene regulations. Where food is served the Hirer will be asked to provide food preparation certificates for the relevant personnel. No nuts or food containing nut products should be brought onto the school premises. Third parties are not permitted to use of the school's kitchens and/or equipment.

Access to kitchen facilities for use by the Hirer can be provided with permission of the School Business Manager.

## **2.26 Intoxicating Liquor, Smoking, Betting, Gaming and Lotteries**

No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the permission in writing of the School Business Manager, whose written consent must also be obtained prior to seeking any Temporary Event Notice from the Local Authority for the sale of alcoholic liquor. All evidence of intoxicating liquor including, inter alia, crates and bottles, must be removed from the premises at the end of the hiring.

Smoking is not permitted on any of the school premises. This includes all of the school grounds.

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.

## **2.27 Nuisance/Disturbance**

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

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

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

## **2.28 Rules, Charges and Cancellations**

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

- Charges are always specified in writing to the Hirer including any review arrangements. Fees will usually be reviewed on an annual basis and are subject to inflationary rises.
- The governing body may cancel without notice any letting for which payment has not been received. This may be a single event or, for multiple lettings, for which payment has not been received.
- The letting may be cancelled by the Hirer, provided that in each circumstance at least one week's notice is given. Cancellations made less than one week before the event date will be charged in full. For bookings made on a regular basis, i.e. at least ten bookings per term, the following notice period will be required for 'one off' cancellations:
  - over 72 hours, no cancellation charge;
  - 48 – 72 hours, 50% charge; and
  - less than 48 hours, 100% charge.
- The governing body may cancel a letting giving 28 days' notice. In such circumstances any deposit or other payment received for the cancelled event will be refunded. In exceptional circumstances where the requirements of a school activity necessitate the cancellation of an event with less than 28 days' notice the governing body may at its sole discretion offer an alternative date to hire or issue a full refund.
- 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 inclement weather, failure of electricity/gas supply, health and safety issues relating to factors beyond the control of the governing body). The decision of the governing body as to whether a letting should be cancelled shall be binding on the Hirer.
- Notification of any cancellation shall be in writing and may be by email, fax or recorded delivery letter.
- Where the premises are not left in their original condition the Hirer will be responsible for paying any costs associated with full re-instatement.

## **2.29 Storage Ancillary to the Hiring**

No goods or equipment should be left or stored on the premises without express permission from the School in writing. The school accepts no responsibility for items left on the premises.





## Facilities hire – rates 2023 - 2024

Space	Commercial cost – per hour	Community cost – per hour
Sports Hall – full hire	£110	£90
Sports Hall – half the hall	£60	£50
Sports Hall – 1 x badminton court	£35	£30
Multi Use Games Area (MUGA)	£60	£50
Dance studio	£80	£60
Drama studio	£50	£40
Lecture theatre	£150	£120
Refectory	£80	£60
Meeting room	£80	£60
Classroom x 1	£40	£30
Classroom x 2 - 3	£60	£50
Classroom x 4 - 6	£120	£100
Classroom x 7 - 12	£200	£180

Long term bookings and bookings for 6 or more hours in one session may be eligible for a discounted day rate.

For all enquiries please contact Nicola Fulcher on tel: 0203 960 8152 or email [nfulcher@mariafidelis.camden.sch.uk](mailto:nfulcher@mariafidelis.camden.sch.uk)

**Maria Fidelis Catholic School FCJ**  
**Bookings and Enquiries – Hiring of Premises**

**1. YOUR DETAILS**

Name:	
Organisation/Club Name:	
Charity/Club Affiliation No:	
Address:	
Post code	
E- Mail Address	
Tel No: Daytime	
Tel No: Evening	

**2. EVENT DETAILS:**

Number of Staff/Leaders:	
Maximum number of people attending:	
Age Range of participants:	
Details of any Electrical Equipment to be brought on Site:	
Use of any school equipment (specific your request):	
Are you obtaining a license for the sale of alcohol (requires school consent and copy of the TENs license)	
Catering requirements:	

**4. FACILITIES *Please tick*** ✓

ROOM/ SPACE	No. of Attendees	Please tick
Main Hall (Lecture Theatre)		
Refectory/Dining Room		
Conference Room		
Drama Studio		
Classroom(s) – pls specify number		
Library		
Dance Studio		
Whole sports hall		
Half the sports hall		
Outside MUGA		

**5. HIRE DETAILS**

Dates (including actual start date)	
Days of the week	
Excluding	
Time (Start and Finish)	
Hourly rate	
Total price	

Please note that prices are reviewed annually in July and the new rates implemented from 1<sup>st</sup> September.

## 6. INSURANCE COVER DETAILS

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## 7. PAYMENT METHOD

Payments should be made by BACs within 30 days of the date of the invoice. Our Bank details will be on your invoice.

## 9. AGREEMENT

In signing this booking form you agree to be personally responsible for the repayment of all fees and to be legally bound by the terms and conditions of hire as set out in the Lettings Policy.

The Hirer confirms that adequate and appropriate insurance cover is in place for the activity to be carried out (see Conditions of Hire point 2.18 for further details) and has attached a copy to this document.

The Hirer confirms that he/she is over 21 years of age, and that the information provided on this form is correct.

### Signed by the Hirer

Signature:	Date:
Name:	

The school agrees to the hire based upon the above information provided by the Hirer and in accordance with the Terms and Conditions of hire of the School Premises as per the School's Letting of Premises Policy

Application for TENs (Temporary Event Notice) license permitted by school/not permitted/not applicable (delete as appropriate)

### Signed by the School

Signature:	Date:
Name:	

**When completed this form should be returned to:**

Nicola Fulcher, School Business Manager, Maria Fidelis Catholic School, 1-39 Drummond  
Crescent, London NW1 1LY  
or emailed to [nfulcher@mariafidelis.camden.sch.uk](mailto:nfulcher@mariafidelis.camden.sch.uk)