



Excellence, Respect, Friendship

CAWSTON GRANGE PRIMARY SCHOOL

Lettings and Recovery of Debts Policy

SEPTEMBER 2024

Lettings Policy

General conditions

The policy and conditions for the hiring of the premises and grounds out of normal hours is set out in appendix 2.

The use of the School Building and grounds by Hirers will not jeopardise the educational use of the School.

- There will be no charge for fund raising events held on behalf of the School, although where excessive caretaking support is needed, a contribution towards the expenses may be required.

Letting Regulations

- Completion of Cawston Grange Primary School Application for Hire of School Premises Out of School Hours. (**Appendix 3**)
- **Payment for long term lettings must be paid for at the beginning of each month of usage.**
- **One off lettings must be paid for before usage.**
- NO smoking is allowed on any part of the school site.
- Hirers must specify in advance, equipment and furniture requirements so that appropriate provision may be made. All rooms and facilities must be left as they are found.
- Any consumables, breakages and damage will be charged separately.
- Any over-run of the booking time will be charged for the next 60 minutes. Facilities under normal circumstances will be available 10 minutes before and 10 minutes after the hire period.
- The Headteacher reserves the right to refuse a booking without a reason for that refusal being given.
- Use of the School kitchen is not covered under this agreement.
- Intoxicating liquor shall not be taken onto School premises unless prior approval is received from the Head. The Hirer must ensure that a licence is obtained from the local magistrate, if they wish intoxicating liquor to be sold. A copy of the appropriate licence must be provided to the Head before the event.
- New hirers should be able to provide suitable references when they apply to hire the school site.

Charges and Payment

Please see attached table for current charges and cancellation fees. Hirers are responsible for the payment of appropriate charges when invoiced for the event. (**Appendix 1**)

Insurance

Our insurance policy covers lettings at an additional charge. This is a Public Liability policy and covers the legal liabilities of the user. If the Hirer is using their own insurance a copy of their Public Liability policy must be provided to the Head before the event.

Community Groups

Defined as; Children under 18, the elderly, those considered disabled under the Equality Act of 2010, the religious or faith based groups and residents of Cawston Grange for community purposes.

Bad Debt Policy

Reminder Letters

First reminder letter

Within two weeks of the debt becoming outstanding a first reminder letter will be sent via your child if in school, or by post if a letting.

Second reminder letter

If, within two weeks of the initial letter, payment has not been received, a second letter will be sent through the post.

Copies of reminder letters will be filed in school.

Failure to respond to reminders for Dinner money

If no payment has been received after two reminders the pupil will no longer be able access the service and parents will be advised to supply lunch.

Failure to respond to reminders for other debts.

If no payment is received after two reminders, the debt may either be written off or further pursued. For debts under £100 the Headteacher has discretion to write off the debt, for debts between £100 and £500 the finance committee of the Governing Body may do so. For debts over £500 legal advice must be sought.

Date: September 2015
Reviewed: September 2019
Reviewed: September 2021
Reviewed: February 2022
Reviewed: February 2023
Reviewed: February 2024
Next review: February 2025

Reviewer: School Business Manager

SCHOOL LETTINGS CHARGES 1 September 2024

	FULL RATE		COMMUNITY RATE	
	HIRE	INSURANCE	HIRE	INSURANCE
WEEKDAY CHARGES				
<u>Classroom / Meeting Room</u>				
Initial 2 Hours	£30.63	£3.43	£19.17	£1.89
Main Hall				
Initial 2 Hours	£65.56	£6.54	£41.59	£4.16
Hourly rate after 2 hours	£32.79	£3.28	£20.80	£2.08
School Field				
Initial 2 Hours	£28.67	£2.36	£9.28	£1.34
SATURDAY RATE				
<u>Classroom / Meeting Room</u>				
Initial 2 Hours	£35.93	£4.00	£20.79	£2.05
<u>Main Hall</u>				
Initial 2 Hours	£71.81	£7.62	£41.59	£5.02
<u>School Field</u>				
Initial 2 hours	£30.37	£3.29	£10.20	£2.05
SUNDAY/BANK HOLIDAY RATE				
<u>Classroom /Meeting Room</u>				
Hourly	£40.51	£3.96	£12.30	£2.35
<u>Main Hall</u>				
Initial 2 Hours	£83.96	£8.33	£56.10	£5.64
<u>School Field</u>				
Initial 2 Hours	£31.89	£3.29	£10.20	£2.05

Appendix 2



Excellence, Respect, Friendship

CAWSTON GRANGE PRIMARY SCHOOL

POLICY AND CONDITIONS FOR THE HIRING OF EDUCATIONAL PREMISES AND GROUNDS OUT OF NORMAL HOURS

1. Introduction

1.1 General Principles

It is the policy of Cawston Grange Primary School to encourage and facilitate the public use of all educational premises.

Permission to use educational premises, with the exception of specialist accommodation referred to elsewhere, out of normal hours may be granted by governors/management committees subject to the following provisos:

- 1.1.1 The use will not, in their opinion, conflict with the educational functions of the premises, or create any disturbance or inconvenience to the neighbourhood, or interfere with any existing hiring.
- 1.1.2 The object of the use is not for the personal profit of the hirer or any other person, except that where such use is organised with the support of the school or parents' association and an adequate percentage of any profit is donated for the benefit of the school permission shall not be withheld.
- 1.1.3 School premises are not used during the last few days of the school holidays except for approved educational purposes (e.g. adult education classes) and as required by statute.
- 1.1.4 Hirings of educational premises normally include toilet facilities and parking facilities (where available).

1.2 Use of playing fields

Sports pitches may also be made available for properly supervised activities out of normal hours (particularly by organised youth groups and other similar bodies), at the discretion of the Headteacher, provided that the fields are in a fit state for such activities. In cases of doubt contracted Grounds Maintenance will be contacted.

1.3 Prevention of damage

To avoid damage to property as a result of hiring, governors may stipulate that no types of footwear (e.g. outdoor footwear in gymnasia) likely to cause damage to floors are worn, and may require other similar preventive measures to be taken. Facilities are not to be used for activities other than those for which they are intended.

1.4 Withdrawal of facilities

The object of the provisions of this scheme is to ensure the full use of the educational premises consistent with their use for normal day-to-day purposes, but it must be emphasised, particularly where premises are hired on a regular basis, that any abuse of privilege may lead to the immediate withdrawal of the facilities granted. In special circumstances, the Headteacher may cancel a confirmed booking, but will endeavour to give reasonable notice.

1.5 Hire of hall

The use of hall and other facilities is subject to the following additional conditions:

- 1.5.1 appropriate footwear shall be worn;
- 1.5.2 hirers are to provide their own personal playing equipment (e.g. rackets, balls);
- 1.5.3 any hall equipment used (e.g. games posts and nets) shall be stored tidily after use;
- 1.5.4 where hall is hired for activities in which there is physical risk, the hirer is responsible for appropriate supervision. The School is in no way liable for the standard of supervision provided. (See also section 4.1.7.)

2. Charges for the use of educational premises

Subject to Cawston Grange Primary School's right to issue directions on the use of educational premises, charges for use will be at the discretion of the Headteacher, except in the case of a hiring covered by statute (see section 4.5).

The Headteacher may choose to offer free use or may set a charge which does not fully cover costs. However in the case of schools this would need to be on the understanding that the hiring was not subsidised from the school budget. Subsidies may be provided from income from other hirings or sources.

Charges will not be relevant in the case of use associated with school life of the educational unit, such as staff meetings, parents' meetings, governors' meetings and extra-curricular activities for pupils. In the case of schools, costs arising from these uses will be covered by the school's budget.

Payment for long term lettings must be paid for at the beginning of each month of usage. One off lettings must be paid for before usage.

3. Application procedure, conditions of booking, etc.

Any application for the hire of educational premises must be made on the official application form and in accordance with the procedures laid down by Cawston Grange Primary School.

3.1 Confirmation of booking

Educational premises will not be regarded as booked until the completed application form has been submitted and approved by the Headteacher or by a person empowered to act on their behalf. The Headteacher reserve the right to refuse any application without stating reasons. No public announcement of a function to be held in an educational establishment must be made until the booking has been formally confirmed.

3.2 Cancellation

The hirer must notify the head of the establishment, in writing, of any occasion when the accommodation is not required, giving the appropriate period of notice. Some or all of the hiring fee may be forfeited. A notice period of 6 weeks is required in respect of repeat bookings if the hiring is to be permanently cancelled

3.3 Hirings not transferable

Hirers are not allowed to transfer the hiring to any other person or organisation.

3.4 Consultation with the Headteacher

Detailed arrangements for the use of the premises shall be made by the hirer with the headteacher or their representative including where necessary, arrangements for the erection and/or dismantling of staging. Wherever necessary, the caretaker should also be consulted on the use of the hired accommodation. The hirer shall be responsible for ascertaining that the accommodation is suitable for the purposes required.

4. Conditions for the use of educational premises

4.1 The following conditions for the use of educational premises by any hirer shall apply:

4.1.2 Alcohol shall not be sold or consumed except with prior approval of the Headteacher. The hirer is responsible for obtaining licences to meet the requirements of the Licensing Act 2003.

4.1.3 Raffles, bingo, lotteries or the like, shall not normally take place on educational premises for money prizes. Gambling in any form shall comply with relevant legislation.

4.1.4 Smoking is not permitted in any area of the premises hired.

4.1.5 No polish or similar materials shall be applied to floors. Educational premises must be left in satisfactory order for re-opening at the usual time. Where it is agreed that additional cleaning will be necessary (e.g. on a Sunday morning following a Saturday night function), then it is essential to determine the extra charges involved and advance notification of this should be given to the hirer. Any additional charge of this nature will be added to the cost of the hiring.

4.1.6 Meetings/functions shall finish so that the premises are vacated not later than 10.00 p.m. unless the Headteacher has specifically authorised a later time, in which case an additional charge may be made.

4.1.7 The hirer will indemnify Cawston Grange Primary School against all claims from third parties involving death, injury to persons and/or loss or damage to property and also for loss or damage to the Schools' premises being used. It is, therefore, essential that the hirer is covered by Public Liability Insurance to meet any claims which may arise as a consequence of the hiring agreement. A minimum cover of £5,000,000 is required to be maintained. Where the hirer does not maintain a Public Liability Insurance Policy and has opted to be covered by the School's Public Liability Insurance Policy, the hiring charge will also include an element of insurance premium to provide Public Liability insurance cover on the hirer's behalf.

4.1.8 The hirer will supply details of the certificates confirming DBS checks have been made and cleared in respect of all services involving children or vulnerable people. This requirement will not apply if the hire is for family occasions only.

4.1.9 If educational premises are required for concerts or for dramatic, musical, film or any other public entertainments, or if visual aids are used, the hirer must ensure that:

- copyrights are not infringed;

- Note: The Hirer MUST be in possession of the necessary permission or licence before the hiring commences (see standard form of hire, Appendix 3). The hirer will produce a copy of such permission or licence upon request by Cawston Grange Primary School.

- the requirements of the Licensing Act 2003 where applicable, have been or will be met and a Premises Licence for any hire involving dancing, music, alcohol or entertainment has been obtained or applied for.
- no play shall be performed or film shown which is in any way offensive;
- in the case of film shows, only non-inflammable film is used;
- the provision of the Children and Young Persons Act 1933-69 (as amended), with regard to performances by children, have been, or will be, observed;
- any licence necessary under the Theatres Act 1968 and the Cinemas Act 1985 has been, or will be, obtained;
- the parking of motorcycles, cars or lorries, etc., on the School's premises, where suitable accommodation is available, shall be permitted only on condition that persons bringing such vehicles on to the school premises do so at their own risk, and that they accept responsibility for any damage or injury to the School's property or to any persons, whether connected with the school or not, caused by such vehicles or their presence on the School's premises;
- no nuisance is caused to nearby residents.

4.1.10 Duties of caretakers

The caretaker is responsible for opening the premises at the agreed time and remaining there until the hirer or his representative arrives and for closing and securing the premises at the conclusion of the period of hire. He/she is responsible for cleaning and preparing hired accommodation for its normal use, except as provided in paragraph 4.1.5 above. The erection or dismantling of staging, or the removal of chairs and furniture from one part of the premises to another, except where required for educational purposes, is not regarded as falling within the normal duties of a caretaker. Where these services are necessary, the caretaker is entitled to additional payment, the cost of which will be passed on to the hirer.

4.1.11 Security of premises

The hirer should notify the caretaker if the function ends considerably earlier than expected; alternatively the hirer should leave someone in charge of the premises until the caretaker arrives. The school must not be left without any supervision.

4.1.12 Car parking

Hirers bring their own vehicles on to educational premises entirely at their own risk and shall under no circumstances take or park car or trailers on grassed areas. If it is necessary to transport equipment on to fields by vehicle, permission MUST be obtained prior to the event from the head teacher who may take advice from the Grounds Maintenance. The hirer will be liable for the cost of making good any damage. (N.B. The insurance cover at paragraph 4.1.7 does not include this type of damage.)

4.2 Community schemes and activities

For community schemes and activities (e.g. playgroups and holiday play schemes), the hire of educational premises is subject to the following additional conditions:

- 4.2.1 The accommodation to be used must be agreed beforehand with the head of establishment,
- 4.2.2 The hirer shall ensure adequate supervision of community schemes and activities by providing suitable leaders or organisers having regard to the number of children participating, their age and sex, and the nature of the activity being organised. The hirer shall comply with the provisions of the Children Act 1989. Particular supervision shall be exercised to prevent misuse of toilet accommodation.
- 4.2.3 Details of the arrangements proposed for the community scheme or similar activities shall be sent by the hirer to the head of establishment not less than four weeks before the scheme begins.
- 4.2.4 The head of establishment shall be responsible for deciding whether the sports fields are unfit for use in inclement weather, but in cases of doubt, please contact the contracted Grounds Maintenance provider.
- 4.2.5 A hirer must give notice as early as possible to the headteacher, or to the caretaker, if a session is to be cancelled.
- 4.2.6 No animals shall be brought on to any part of the premises without prior approval by the Headteacher of Cawston Grange Primary School.

4.3 Use of school meals service kitchens

School meals service kitchens are not included in an ordinary hiring of educational premises to organisations not connected with the school..

4.4 Statutory use of educational premises

4.4.1 Candidates' meetings before elections

Candidates at parliamentary elections may use a suitable room in a maintained educational establishment in their constituency (or outside the constituency if there is no suitable room within the candidate's constituency which is reasonably accessible) for a public meeting. Such use must not interfere with the work of the establishment. Similar provision is made for candidates before County, District, Borough and Parish Council elections. (Representation of the People Act 1983, Sections 95 and 96.)

4.4.2 Polling station

The Returning Officer is entitled to use a room in any maintained educational establishment as a polling station for a parliamentary, local or European election. (Representation of the People Act 1983; Schedule 1 Part III rule 22 Local Elections (Principal Areas) Rules 1986; rule 17 European Parliamentary Elections Regulations 1986 regulation 5(1).)

4.4.3 Parish councils and parish meetings

A room in any maintained educational establishment may be used at all reasonable times upon reasonable notice for meetings of the parish council and for parish meetings and for meetings convened by either the Chairman of the Parish Council or Parish Meeting. This must not interfere with the use of the room for educational purposes (Local Government Act 1972, Section 134.)

4.4.4 Charges

Where educational premises are used for statutory purposes this must be rent and charge free excepting that the user is responsible for the cost of making good any damage done and to defray any expense incurred in making the accommodation available.

Mr Dean Harrison
Chair of Governors
Cawston Grange Primary School
Scholars Drive
Cawston
Rugby – CV22 7GU

Operative from January 2014

Reviewed Date: September 2019

Reviewed Date: September 2021

Reviewed Date: February 2022

Reviewed Date: February 2023

Reviewed Date: February 2024



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Appendix 3

Cawston Grange Primary School Application for Hire of School Premises Out of School Hours

ALL applications should be forwarded to the Headteacher in which accommodation is required at least 14 DAYS before the hiring is due to take place.

Part I - HIRER (Please complete in block letters)

School:
Name of Hirer:
Name of Organisation:
Name and Address for Invoice:
Daytime Telephone No.:

Part II - HIRING DETAILS (Please tick appropriate box)

<input type="checkbox"/> EITHER:	Single Hiring:
	Date:
	Start Time:
	End Time:
<input type="checkbox"/> OR:	Multiple Hiring:
	Date of first hiring:
	Date of last hiring:
	Start Time:
	End Time:
	Total No. of hiring's:

Part III - ACCOMMODATION -. Specify clearly and accurately as only officially authorised accommodation will be available at time of use.

Rooms/hall/gym area etc. required:		
Purpose of hire (social/training/sale):		Approx. numbers:
If entertainment/music/dancing involved will you be applying for a		
Participants: all children? Y / N	If yes state ages:	All adults/mixed: Y / N
Will chairs be required? Y / N	If so how many? (Caretaker time chargeable):	
Piano required?(if available) Y / N	Will a charge be made to participants?:	Y / N
Are public to be admitted? Y / N	The charge is for? (subs/fundraising/profit/fees)	

Part IV - GROUNDS AND EXTERNAL AREAS - Taking vehicles onto or parking on grassed areas is strictly forbidden. Particularly important with car boot sales that parking on hard surfaces only is allowed. Any damage will be charged to hirer including clearing and disposing of litter left behind.

Pitch required (cricket, football):	
Hard surfaces (playground, car park): - Playgrounds are not designed for car parking. Check with Headteacher whether you can use it for this purpose.	
Nature of use (sports/sale/fete): Approx. setting and clearing up times to be added:	
Will access be required the next day for clearing up purposes? Y / N	Time? (to be agreed):

Part V – DBS CHECK

Applies if your use involves children and/or vulnerable adults and is not a family occasion/event, e.g. birthday party

Name of Organiser	DBS certificate no.
Name of staff/helpers	DBS certificate no.
Name of staff/helpers	DBS certificate no.
Name of staff/helpers	DBS certificate no.
Name of staff/helpers	DBS certificate no.

If more people involved please provide a separate list attached to this application.

Part VI - INSURANCE COVER

To comply with condition 4.1.7 of the Policy, Terms and Conditions

I hereby indemnify Cawston Grange Primary School for any claims made against the School and also for any claims of the School in respect of damage to its property arising from its use during my hire.

** Please delete whichever is not applicable:*

*(a) I maintain a Public Liability Insurance Policy the details of which are as follows:

Policy Number: _____ Expiry Date: _____ Indemnity Limit £ _____

Name and Address of Insurance Company: _____

*(b) (i) I wish to be covered by Cawston Grange Primary School Public Liability' Insurance Policy during the period of hiring and agree to pay the premium cost in addition to the hiring charge.

(ii) I understand that there is an excess of £100.00 for each and every claim payable by me in the event of a claim for loss or damage to the School's and Third Party property arising from my hire of the premises.

(iii) I understand the cover of the policy does **not** provide cover for sporting, after-school clubs and other such activities where professional skills and instruction are essential to organise and manage and I am/we are required to make our own arrangements to provide cover for such activities and undertake to do so.

(iv) I hereby undertake that in the event of claims arising during my hire of the Cawston Grange Primary School premises I shall not admit liability to the claimant but immediately forward such claims with a brief report on the incident to the School Business Manager, Cawston Grange Primary School, Scholars Drive, Cawston, Rugby, CV22 7GU,

Signature _____ Date _____

Part VII - DECLARATION (*Please read before signing*)

I have received a copy of the Conditions for the Hiring of Educational Premises and Grounds out of Normal Hours and agree to be bound by them. I also agree to comply with all obligations imposed by statute, regulation, byelaw, order or licensing relevant to the use by me of the premises and grounds. In particular, and without prejudice to the generality of the foregoing, I agree to observe the requirements of any entertainment, performance and music and alcohol Licences, Copyrights, Designs and Patents and to obtain, and produce on demand when requested to do so, all licences necessary and with particular regard to the requirements of the Licensing Act 2003.

I certify that **SOME/ALL*** adults working with any children or vulnerable adults have had the necessary DBS checks as per certificate numbers provided and 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 have read and understood Part VI - Insurance Cover and:

Either: ☐ I attach official evidence of my Public Liability Insurance Policy

Or: ☐ I wish to be covered by Cawston Grange Primary School Public Liability Insurance Policy.

I am over 18 years of age.

Signature _____ **Date** _____

It is confirmed that the accommodation required can be made available on the date(s) requested, that the Head has been informed, that the hiring has been approved *(including specific agreement in uses that involve some adults without CRB/DBS checks) by or on behalf of the Governors. The applicant has been informed accordingly.

Date: _____ Headteacher _____

***please delete whichever does not apply**

PLEASE READ AND SIGN BOTH DECLARATIONS AT PART VI AND VII AND PASS FORM TO THE HEAD OF ESTABLISHMENT. *Forms received without signatures will be returned.*