

**ST CUTHBERT MAYNE SCHOOL**  
**Joint Catholic and Church of England 11-18 Comprehensive**  
**School**  
**Dioceses of Plymouth and Exeter**



**St Cuthbert Mayne School**  
**Child Protection & Safeguarding Policy**

**Adopted by Full Governing Body: June 2023**

**Shared with Full Governing Body: July 2023**

**Next Review Date: June 2024**

## LETTINGS POLICY AT ST. CUTHBERT MAYNE SCHOOL

- 1.1 Our vision of joint Catholic and Anglican education calls us to acknowledge that the Body of Christ is in the school community. We believe that God is incarnate (present) in the 'day to day' life of our school. Our understanding of Christian spirituality is therefore as much about dealing with each other as it is about meeting God.
- 1.2 We believe that each member of our community has a divine origin and an eternal destiny.
- 1.3 We believe that through his Incarnation Jesus affirmed us as whole people and redeemed us through his resurrection.
- 1.4 We believe therefore that the intrinsic dignity of each member of our school community is to be honoured in spirit, in word, in deed and in law.
- 1.5 These beliefs underpin our approach to LETTINGS and thereby commit us to encouraging all members of our community, staff and pupils alike, to grow towards human wholeness. The Governing Body aims to meet this responsibility by:
  - Affirming, consolidating and celebrating the achievements of our teachers (Challenge, affirmation, evaluation, consolidation, celebration and prayerful reflection will be important characteristics to our approach in this school and will be an accepted part of the process)
  - Challenging ourselves, staff and pupils to recognise the unique contribution that each of us can make and work towards making that contribution in the fullest sense
  - Supporting staff in this process in a positive manner

## **St Cuthbert Mayne School Lettings policy**

### **1. INTRODUCTION**

Governors, under Section 42 of the Education (no 2) Act 1986, have responsibility for the use of school premises, subject to the direction of the LA.

The Governors of St. Cuthbert Mayne School recognise that access to the school premises is an important resource that they can provide for the benefit of the local community.

### **2. POLICY OBJECTIVES**

The governors adopt and endorse the Lettings Policy and recognise the principles therein, namely: -

- that school premises represent a significant capital investment and should be fully utilised;
- the school premises are a valuable community and diocesan resource;
- that educational usage of education premises constitutes a natural priority;
- that a profit margin would be welcome when derived from private or commercial usage but are not the objective when facilitating education activity by designated users.
- a letting will not be allowed should it be construed as being contrary to the Christian ethos of the school.

### **3. PRIORITY USE**

The Governors have adopted the following categories of priority user: -

- Statutory users
- Designated users
- Private users

### **4. USERS & STATUS**

**Statutory Users** – Governors are aware of their responsibilities to make the building available when required by provision of law. An example would be for use as a polling station when an election (local or parliamentary) has been called.

**Designated Users** - The Governing body has delegated its power to determine designated status to the Headteacher who will exercise discretion on its behalf and determine each application individually. This does not preclude the Headteacher from referring sensitive applications to the Full Governing Body at his/her discretion.

Governors reflect the view that educational and community usage is the most valid utilisation of its premises. The governors have decided that for the purpose of charging there will be four categories of designated user: -

- Needs of the school community – This will include extended curriculum activities including plays and concerts, parent evenings with staff, open evenings, staff meetings, governors meetings, fund raising activities for school funds or P.T.A meetings at the school.

- Community Education and Diocesan Education – The school may wish to offer programmes including Adult Education, Youth Service programmes, Torbay sponsored community work etc.
- Community Groups and Parish Groups – The school may provide facilities for approved playgroups and recognised play schemes. Other examples may be The Duke of Edinburgh Award Scheme and the Scout and Guide Association.
- Education Department Usage – by the Education Department for its purposes other than those already specified above.

**Private users** – Governors are concerned to ensure that private users who enrich the local community by virtue of their actions (including charitable groups, parish groups, associations and groups furthering public health or social education) should be encouraged to use the facilities at St Cuthbert Mayne School.

Where governing bodies or proprietors hire or rent out school or college facilities/premises to organisations or individuals (for example to community groups, sports associations, and service providers to run community or extra-curricular activities), they should ensure that appropriate arrangements are in place to keep children safe.

## 5. **CONDITIONS OF HIRE**

The Governors have adopted the standard Torbay Council conditions of hire as stated on the reverse of the booking form. See appendix 1.

It would be prudent to ensure that for any clubs that are held on our site we ensure that we have sight of their child protection policy. The Designated Safeguarding Lead will review the policies for adequacy.

## 6. **ADMINISTRATION AND ACCEPTANCE OF LETTINGS**

The Governors recognise that it would be impossible for them to personally vet every organisation or applicant who wish to make use of the school premises. Accordingly they have delegated the authority to accept applicants for hire to the Business Manager. For the purposes of charging hirers the Business Manager is empowered to determine to which group of users any particular individual or organisation belongs. The basis of charging will be determined by the purpose for which a letting is arranged.

## 7. **VARIATIONS**

The Headteacher and Business Manager are permitted to negotiate a reduction in hire charges of up to 20% on the published 'scale of hire' charges. No other member of staff is allowed to vary the terms and conditions under which the school premises are hired to either individuals or organisations.

## 8. **LETTINGS DOCUMENTATION**

All formal hiring of the school premises, including those for which no charge is made, shall be properly documented. All hirers must complete a lettings hire agreement and should receive a copy of the conditions of hire. The hire agreement is a contract,

which the Governors may enforce at law. Designated authority to sign agreements on behalf of the school shall be delegated by the Headteacher.

In addition to the hire agreement form, a copy of the hirers public liability insurance cover must be valid and held by the school.

## **9. CHARGING – RECOVERY OF COSTS**

The Governors will adopt a charge that is seen to be simple, reasonable and enables them to recover costs incurred in the letting. In doing so they will be aware that they must, in law, recover the full costs of provision and that they have a clear legal responsibility to ensure that the school budget share does not subsidise non-school activity.

In arriving at their scale of charges the governors have followed the following principles: -

- that statutory users will be charged an amount commensurate with cost recovery;
- that designated users will be charged no more than cost;
- that private users will be charged on a cost plus income margin for the school
- that there will be parity of treatment for similar users;
- that overall the cost of letting school facilities will be recovered from users

In identifying basic costs, Governors will take into account:

- The cost of opening and closing the premises to include travel, outside caretakers core time (plus security where appropriate)
- The costs of heating, lighting and water except to the designated user i.e. the school
- The administrative costs in arranging the lettings.
- Wear and tear
- The cost of cleaning the room after use

The above points are included in the overall hourly rate. Other charges that Governors will seek to adopt include:

- The use of special equipment other than normal furniture, e.g. lighting, piano computers etc.
- The cost of putting out chairs/tables
- Additional expenses for weekend and bank holiday lettings
- The need for extra cleaning

In identifying commercial costs, Governors will be aware of realistic pricing that will respond to market demand and to the need to replace, refurbish equipment, resources and facilities.

## **10. SCALE OF CHARGES**

The scale of charges forms appendix 2 to this policy statement.

## **11. VALUE ADDED TAX**

The Governors will, as required by law, apply Value Added Tax to all transactions where this is appropriate

#### **12. PAYMENT METHOD**

All bookings will be invoiced via the school finance office. Cash or cheques are both acceptable within 30 days of the invoice date.

For one off lettings the requirement is to obtain payment in advance of the period of hire.

#### **13. MINIMUM CHARGES AND DEPOSITS**

The minimum hire period will be one hour. The Governors reserve the right to require a deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition necessitating them incurring additional cost for cleaning, caretaking or other expenses.

#### **14. EXTENSION OF CREDIT**

The Governors will allow the extension of credit to bone fide organisations and individuals where they are satisfied that these are creditworthy. In all cases the governors reserve the right to withdraw credit facilities where prompt payment is not received. In all cases where credit is extended, an official school invoice will be issued. The Governors will not normally extend credit for lettings where the invoice value is less than fifty pounds (£50). The Governors have chosen to delegate the approval of credit facilities to the Headteacher. In all cases where credit is advanced the invoice is to be raised at the time of booking.

#### **15. CANCELLATIONS**

Any cancellation received within 7 days of the booking will be invoiced for 50% of the agreed fee. Any cancellation received within 2 days of the booking will be invoiced for 75% of the agreed fee.

#### **16. NON-SMOKING POLICY**

The school has a total non-smoking policy; this extends to the school boundary. Any group that does not comply with this ruling may have any future booking cancelled. The Governors delegate this decision to the headteacher.

#### **17. Disclosure and Barring Service (DBS)**

Organisations should be made aware of the DBS checks that are required on those people that have contact with young people. The responsibility for DBS checks lies with the hirer.

#### **18. NEW HIRERS**

New Hirers should visit the site to be shown the Health and safety procedures in place.

## 19. SECURITY

The Governors will not normally insist upon continuous caretaking presence. However they reserve the right and have delegated power to the Headteacher to insist upon caretaking presence where in his/her view the nature of the hiring may leave the school vulnerable to theft or damage. The hirer will meet the cost of this.

## 20. REVIEW OF POLICY

The Governors will review the policy each year in the Summer Term and review the scale of charges for the year, beginning 1<sup>st</sup> September. These charges will be reviewed and updated. The policy will also be reviewed when new buildings and facilities become available for use to the community at which time pricing structure for the new facilities will also be decided.

**For and on behalf of the Governing Body:**

\_\_\_\_\_ **Chair**

\_\_\_\_\_ **Headteacher**

**DATE:**

## Appendix 1

### The Governors of St Cuthbert Mayne School

#### Letting of Premises and Grounds

##### Terms of Contract comprised in undermentioned conditions and the hire form

References to St Cuthbert Mayne School and the Governors of St Cuthbert Mayne School shall also be construed as references to Torbay Council. "The Governors" shall mean the Governors of St Cuthbert Mayne School.

#### Applications and Fees

1. The signatory of the application shall be the hirer. Where a promoting organisation is named in the application, that organisation shall also be considered the hirer and shall be jointly and severally liable hereunder with the signatory.
2. The fee payable for the hiring shall be calculated in accordance with the scale of charges agreed by the Governors of St Cuthbert Mayne School who reserve the right to alter or revise these charges at any time.
3. The fee for occasional hiring shall be paid to the person authorising the hiring within 5 days of such hiring being approved and upon receipt of such fee the hiring shall stand confirmed subject to the provision of condition 4. In the case of a long term letting the Governors may permit the periodic payment of hire charges in arrears.

#### Cancellation

4. The Governors must reserve the right at any time without notice to cancel a hiring or withdraw permission for the hirer to occupy any part of the premises on any particular date. In such event the Governors shall incur any liability whatsoever to the hirer other than for the return of any fee or the appropriate part of any fee paid in respect of the hiring. If the hirer shall cancel the hiring of the premises then the Governors shall be entitled to retain or demand as the case may be the whole of the fee paid in respect of such cancelled hiring. PROVIDED THAT if notice of such cancellation is received at least seven days prior to the date of the hiring the fee will be refunded or remitted to the hirer subject only to any necessary deduction or payment in respect of expense already incurred by the Governors or their agents in respect of that hiring.
6. Bookings are taken subject to the school premises not being subsequently required by the Council for Parliamentary or Local Government elections or other statutory purpose and in the event of the premises being so required, the school will refund to the applicant all charges made by the school. Neither the Governors of the school or the Council shall be liable to pay any compensation for any loss incurred by the applicant.

#### Furniture and Equipment

7. The hirers' use of the premises shall be deemed to include the use of chairs and tables only, unless prior consent of the Governors has been sought and received for the use of other furniture and equipment. The use of such other furniture and equipment shall be subject to an additional charge being paid by the hirer and to such conditions as the Governors may require.

#### Kitchen Facilities

8. Kitchen facilities and facilities for the preparation of refreshment are not included in the hiring unless prior consent for the use of such facilities has been given by the Governors who may include at the hirers cost, an additional charge for the adequate supervision or cleaning of the facility. Separate conditions of hire exist for catering facilities. Where catering facilities form part of the contract these conditions, which are available on request are deemed to have been accepted by the hirer.

#### Health, Safety and Condition of Premises

9. The hirer/hirers shall during the hiring be responsible for:-
  - a) Taking all measures necessary to ensure the permitted number of persons using the hired premises is not exceeded.
  - b) The efficient supervision of the hired premises and for the orderly use thereof including the observance of the Governors policy of smoking on school premises.
  - c) Ensuring all doors giving egress from the hired premises are kept unfastened and unobstructed and that no obstruction is placed or allowed to remain in any corridor giving access to the hired premises.
  - d) Ensuring that all proper safety measures are taken for the protection of the users of the premises and equipment including adequate adult supervision where young people are concerned.
  - e) Familiarising themselves and the users of the premises with the fire alarm positions, the locations of the fire fighting equipment and the establishment's exit routes.
  - f) Ascertaining the location of the nearest emergency telephone
  - g) The provision of a first aid kit
10. The hirer shall at the end of the hiring be responsible for:-

- a. Ensuring the hired premises are vacated quickly and quietly
  - b. Ensuring that the hired premises are left in a safe and secure condition and in a clean and tidy state
11.
    - a. No nails tacks screws or other like objects shall be driven into any part of the hired premises nor shall any placards, decorations or any other articles be fixed thereto.
    - b. No alterations or additions to any electrical installations on the hired premises may be made without the consent of the Governors. Electrical equipment must be switched off after use and plugs removed from sockets.
  12. The hirer shall not permit or suffer any damage to be done to the hired premises or any furniture or equipment therein and shall make good to the satisfaction of the Governors and pay for any damage thereto (including accidental damage) caused by any act or neglect by himself, his agents or any person on the hired premises by reason of the use thereof by the hirer.
  13. It is understood and agreed that the Governors do not either expressly or by implication warrant the premises to be fit or suitable for any sporting or recreational or other purpose for which the hirer intends but to use them but relies entirely on the skill, knowledge and expertise of the hirer in choosing so to use them and requires the hirer to discontinue that use immediately upon it becoming reasonably foreseeable that by reason of their condition a participant in or spectator to that sport, recreation or other activity, or any other person is in danger of suffering injury, loss or damage.
  14. Except in so far as the unfair Contract Terms Act 1977 (or any statutory modification or re-enactment of it) otherwise requires neither the Governors nor the Council will be responsible or liable in any way whatsoever or to any person whatsoever (whether or not there shall be any negligence by its servants or agents) in respect of:
    - a. Any damage or loss of any property brought on to or left upon the hired premises either by the hirer or any other person
    - b. Any loss or injury which may be incurred by or done or happen to the hirer or any person resorting to the hired premises by reason of the use thereof by the hirer
    - c. Any loss or breakdown of machinery, failure of electrical supply, fire, flood or government restriction which may cause the hiring to be interrupted or cancelledand the hirer shall be responsible for and shall indemnify the Governors and the Council and their or it's respective servants and agents against all claims, demands, actions and costs arising from the hirers use of the hired premises or from any loss, damage or injury suffered by any person arising in any manner whatsoever out of the use of the hired premises by the hirer.

#### Licences

15. Intoxicating liquor shall not be sold, supplied or brought on to the hired premises without the express consent of the Governors having first been obtained. The hirer shall be responsible for obtaining any necessary Occasional Justices Licences for the hired premises and shall produce such licence to the Governors or the Council if called upon to do so.
16. The hirer shall be responsible for obtaining any necessary music, singing and dancing licence in connection with the proposed use of the hired premises and any licence that may be required under the Theatres Act 1968 (or any statutory modification or re-enactment of it) and any other necessary licence or permission which may be required in connection with the said use and shall produce such licences or permissions to the Governors or the Council if required to do so.
17. No betting, gaming, lottery or gambling in any form shall take place on the hired premises without the prior permission of the Governors who will have regard to any licences that may be required.
18. No cinematography exhibition shall take place on the hired premises without the prior permission of the Governors who will have regard to any licences that may be required. If given such permission shall be subject to any additional conditions the Chief Constable and Chief Fire Officer may impose.
19. The hirer shall indemnify the Governors against infringement of copyright, which may occur during the hiring.

#### General

20. The right of entry to the hired premises at any time during the hiring is reserved to officers and employees of the Governors of St Cuthbert Mayne School and officers and employees of the Council.
21. The hirer and his agents shall during the hiring and during such other times as they or any of them shall be on the hired premises for the purposes of the hiring comply with all reasonable requirements of the caretaker of the hired premises or any other officer or employee of the Governors of St Cuthbert Mayne School.
22. The hirer shall not sub-let the hired premises or any part thereof and in the event of this condition being breached or any threat thereof then the hiring shall stand cancelled, the charges forfeited and the hirer and the sub hirer excluded from the premises.
23. Any notice or necessary action in respect of this hiring may be undertaken by (a) a representative of the Governors of the School ( b) the Director of Education of the Council or his authorised representative

These terms were revised and agreed by the Finance Committee on 22/6/23

Chair of Finance





## **APPENDIX 2**

### **SCALE OF HIRE CHARGES (commercial rates)**

The following charges are exclusive of VAT. The charges below start from 1<sup>st</sup> September 2023 and are to be reviewed annually by the Governing Body.

<b>Sports Hall</b>	-	£ 33 per hour
<b>School Hall</b>	-	£22 per hour
<b>Classroom</b>	-	£22 per hour
<b>Playing Field</b>	-	£16.50 per hour

<b>Drama Studio</b>	-	£22 per hour
<b>Dance Studio</b>	-	£22 per hour
<b>Music Practice Room</b>	-	£22 per hour
<b>Hard Play Area</b>	-	£22 per hour
<b>Fitness Suite</b>	-	£22 per hour
<b>TV/Video Hire</b>	-	£13 per am or pm session
<b>Caretaker costs</b>	-	£22 per hour at weekends and bank holidays

Specialist classrooms to be rented out at individual rates. Hire of equipment is by negotiation. Weekend lettings may be subject to an additional caretaking charge.

To support staff well-being, staff are able to hire out the school facilities for personal events e.g. their child's party at no charge.

Any area not covered by the above table will be charged at the discretion of the Head teacher depending on the nature/activity of the hirer.