



# Bishop Justus School Policies

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Procedure Title:	Lettings
LT Responsibility:	School Business Manager
Date:	October 2021
Review:	October 2023

## INTRODUCTION

The school buildings and grounds are a community asset and every reasonable effort will be made to enable them to be used as much as possible. The school is willing to let its property for the following reasons:

- a) To promote the sensible and just use of school property for the mutual benefit of the school, groups and individuals in the community.
- b) To raise revenue that will be used to the educational advantage of the students of the school.

## GUIDELINES

1. The school has priority use of the property.
2. The Headteacher is responsible through the Business Manager for the management of lettings and may decline a booking where it is deemed to be inappropriate either in nature of the booking; such as bringing the name of the school into disrepute, or in conflict with the ethos of the school or delivery of education including the workload implications for all staff.
3. The school will always seek to at least cover its costs unless it is the direct beneficiary of a fund-raising activity.
4. The school will seek to treat hirers fairly.
5. Hirers will be expected to respect school property and honour all school and legal regulations which may be in force at any time.
6. There will be three categories of letting, a category being determined by the 'purpose' of the letting.

## SAFEGUARDING

The school's child protection policy and procedures must be consulted and followed when dealing with external organisations that work with children or young people.

Assurance from the hirer of the premises will be sought that the necessary safeguarding policies and procedures are in place to safeguard children this may include inspecting the provision, Including details of the Hirers Safeguarding contact.

Failure to have the necessary Safeguarding policies and procedures in place can entitle the school to terminate the agreement.

## HEALTH AND SAFETY

All hirers must comply with Health & Safety legislation and the School's Health & Safety Policy. The hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated.

The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct, and – where applicable – the Hirer must adhere to the correct adult/child ratios at all times. The hirer shall be informed of the maximum number of attendees for each venue at the time of hire application.

In the event of an emergency, all occupants must leave the school by the nearest exit and assemble at the area as advised to them by the hirer. The hirer is responsible for familiarising themselves with emergency exits and must ensure that participants are aware of emergency evacuation procedures and assembly points. The hirer must, at all times whilst participants may be on site, have immediate access to participants' emergency contact details, and have access at all times to a mobile phone.

If the hirer discovers a hazard, they should take action to make the site supervisor on duty aware of it. Hirers should familiarise people using the premises with fire and health and safety arrangements.

## CATEGORY OF USERS

The three categories of users are:

- a) **Educational.** Activities that support the school or its students directly or are a benefit to the school, for example peripatetic music lessons, parents' clubs, school nurse and dentists, staff training.
- b) **Community.** Activities that are for the benefit of the wider community, possibly children from the school, and are organised by non-commercial or charitable bodies, for example before and after school clubs, evening classes, holiday projects, youth theatres, music groups and uniformed organisations such as Scouts and Guides.
- c) **Commercial.** Hire by appropriate organisations of a commercial nature, for example training companies, publishers' book sales and slimming clubs.

## IMPLEMENTATION

1. The SLT will approve:
  - a) The hire charge for each category and each type of hire.
  - b) Review the category of any individual letting if required.
2. Individual lettings will be managed by the school in accordance with this policy.
3. Categories will initially be determined by the Headteacher. In the case of a dispute the decision of the Chair of the Finance Committee will be final.

## EVALUATION

Every two years, the SLT will review:

- a) The policy.
- b) The charges.
- c) The categories.

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J. Poloczanska  
School Business Manager

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S. Murphy  
Headteacher

# TERMS AND CONDITIONS OF HIRE



## BISHOP JUSTUS CHURCH OF ENGLAND SCHOOL

General Terms & Conditions for Hire of School Premises  
WE ARE A SCHOOL PLEASE REMEMBER TO RESPECT AND LOOK AFTER OUR  
FACILITIES, NEIGHBOURS AND OUR CHILDREN

### 1 Applications

- a) All correspondence and applications for the hire of any part of the School, including the land within its ownership or control ("the Premises") or any of its facilities must be made in writing directly to the Business Manager.
- b) Bishop Justus Church of England School ("the School") reserves the right to call for further particulars about any proposed letting and the person or organisation applying for the letting (the "Hirer") and to inspect the hired Premises at any time.
- c) All applications for the hire of any part of the school by a club or organisation must be accompanied by a copy of the most recent audited accounts of that club or organisation.

### 2 The Hirer

- a) The Hirer must be over 18 years of age and must be the person signing the application. If the application is made by a corporation, the person signing must be duly authorised to sign.
- b) The Hirer shall be responsible for:
  - i) The payment of all charges and other costs of the letting ("Charges") and ii) the observance and performance in all respects of these Terms & Conditions. Where the context so admits the expression "the Hirer" shall include all persons who are permitted to enter the Premises for the purposes of the letting (including non-playing visitors).

### 3 Charges and Payment Terms

- a) Unless otherwise agreed in writing, the Charges shall be at the published rates applicable at the date on which the School accepts the Hirer's application.
- b) A deposit of at least £150 for commercial Hire rate must be sent with the Hirer's Application. This deposit will be retained by the school until the Hire is complete, any damage caused to the Premises, additional cleaning or overrun of the letting may mean that this deposit is not wholly repaid.
- c) The Hirer shall pay the full Charges 21 days prior to the commencement of the letting.
- d) The School reserves the right to vary its rates in any year.
- e) The School reserves the right to Charge for lettings which overrun the agreed time at double the School's published hourly rate for that letting.
- f) The School reserves the right to Charge for cleaning where the premises are left in a state which requires additional cleaning above that normally required

### 4 Cancellation

- a) The School reserves the right to cancel any letting if the letting conflicts for any reason with the School's educational activities, if the School decides the hiring becomes undesirable or of objectionable character, or for any other reason beyond its reasonable control. Any Charges paid will be refunded, the School however will not be liable for refunds if the facilities are unusable or

unplayable due to severe weather conditions. Hirers are recommended to insure themselves against such eventualities. The School shall not be liable for any loss whatsoever sustained, any claim for compensation or any costs or expenses incurred, by the Hirer in anticipation, or arising directly or indirectly out of any such cancellation of the letting by the School.

- b) Cancellation by the Hirer of a confirmed letting will only be accepted if a request to cancel is received in writing and the following cancellation charges are paid on demand by the Hirer: Over 30 days 25% (the non-refundable deposit)  
15-30 days 33%  
Less 15 days 50%

### 5 The Hirer's Obligations

- a) The Hirer is responsible for conducting their own Risk Assessment of their event.
- b) The Hirer shall exercise all reasonable care in carrying out the hire activities, the subject of the letting ("the Activities"). The Hirer shall be liable for any injury to any person or loss or damage to any part of the Premises or to any property on the Premises resulting from any acts or omissions of the Hirer.
- c) The Hirer shall only use those parts of the School (including agreed access points) and items of equipment or materials belonging to the School that have been expressly authorised in writing by the School to be used by the Hirer. This equipment or furniture should not be moved except by arrangement with the School and should be returned to its original position before the end of the letting.
- d) In carrying out the Activities, the Hirer agrees at all times to abide by the reasonable instructions of the School staff and any written Regulations notified to the Hirer which shall be deemed to be incorporated in these Terms & Conditions. In the case of Youth and Junior organisations a responsible adult must be in charge for the period of hire. If the Hiring finishes early a responsible adult must remain on the premises until a Caretaker arrives.
- e) The Hirer shall not carry out any dangerous or hazardous activity or do or omit to do anything which may give rise to or result in a breach of any statute, regulation or other legal obligation having the force of law.
- f) The Hirer shall not carry out the Activities on the Premises without obtaining such licences as may be required from any other body including, but not limited, to a licence to sell or supply intoxicating liquor, or for public music, dancing or other public entertainment, or for gaming. The Hirer shall be responsible for obtaining such licences as may be required and shall at all times comply with such conditions as may be specified in the licence.
- g) The Hirer shall not without the prior written consent of the School bring onto the Premises any animals,

or any equipment, substances or materials which may constitute a risk to health or safety.

- h) It is a condition of this letting that the Hirer shall not permit smoking or (except external areas by written arrangement with the School) the sale of alcoholic drinks, the use of naked flames or the use of illegal drugs to take place on the Premises.
- i) No alterations to power or lighting may be made to the Premises or the use of any attachments such as glue, tacks, tapes etc. to the walls, floors, doors, ceilings, window frames or fittings of the said Premises.
- j) The School reserves the right to remove from the Premises any person who in the School's opinion is undesirable or whose behaviour is unacceptable.
- k) The Hirer shall ensure that the number of persons using the Premises shall not exceed the number authorised.
- l) All rubbish from the hirer's event, including bottles and cans, must be removed from the premises and taken away for disposal. It is not permitted to deposit in dustbins on school premises either internally or externally. There will be a financial penalty if this is not observed.
- m) The Hirer shall ensure that all persons who are permitted to enter the Premises for the purposes of the letting are made aware of the terms of Conditions, special conditions applying to all-weather pitch, sports hall or any facilities
- n) The Hirer shall ensure they have a complaints procedure in place to deal with complaints from a member of the public.
- o) The Hirer will provide details of their Safeguarding contact and will have the necessary safeguarding policies and procedures in place to safeguard children this may include inspecting the provision

#### **6. Use of Special Facilities**

- a) The use of the School's catering services, playing fields, the all-weather pitch, netball courts and/or the Sports Hall shall be subject to Special Conditions which relate to them and which shall be deemed to be incorporated in these Terms & Conditions.
- b) If used by the Hirer, the changing facilities for the all-weather pitch and sports hall must be vacated no later than 30 minutes after the end of the Hirer's letting.
- c) All persons under the age of eighteen must be supervised by a responsible and, where appropriate, properly qualified adult.

#### **7 Assignment or Sub-letting**

The Hirer shall not assign or sub-let the letting without the prior written consent of the School. Any rights granted in this Agreement of Hire are granted solely to the Hirer and may not be passed to another by the Hirer.

#### **8 Termination**

The School shall have the right to terminate the letting at any time if:

- a) the Hirer is at any time in breach of any of these Terms & Conditions or any Regulations, or
- b) payment of any Charges is not received in full by the due date Whether demanded or not.

- c) Failure to have the necessary Safeguarding policies and procedures in place can entitle the school to terminate the agreement.

#### **9 Liability and Insurance**

- a) The School, School Staff and the Governors shall not be liable to the Hirer for any loss or damage to the Hirer's property unless caused by the negligence of the School, its Governors or staff. The personal possessions of the Hirer which are brought onto the Premises are entirely at the Hirer's own risk. The School does not accept responsibility for any articles of clothing or property left by any member of the public following the hiring.
- b) It is agreed by the Hirer that:
  - i) the Hirer shall indemnify the School from and against any loss or damage which the School may suffer as a result of any claim by any person whomsoever arising out of or in the course of this hiring except where such liability loss or damage results from the negligence of the School its servants or agents.
  - ii) the Hirer shall be liable for any loss or damage which occurs to the Premises hired in this agreement during the period of hire or arising out of the hiring and the Hirer undertakes to pay the School the costs of making good any aforementioned loss or damage.
  - iii) It is the Hirer's responsibility to provide evidence of Public Liability Insurance in the form of certificate, a copy of which has to be lodged with the school for the duration of the letting. If such evidence is not available, the Hirer will be subject to a 10% levy payable to the school, which will be added to the total cost of hire.
  - iv) The school would consider it essential that any organisation operating regularly in the Premises should have a continuing public liability policy to cover the possibility of claims arising out of all aspects of its activities.

#### **10 Fire Regulation**

It is the Hirer's responsibility to take notice of Fire Regulation signs which are strategically displayed, to assist easy evacuation of the building in the event of a fire. At the start of any function, the Hirer must relay this information to all persons present. The Hirer will be required to sign a declaration on the booking form that this will be carried out.

#### **11 Parking**

- a) The Hirer may only park vehicles in designated School places or as agreed in writing with the School. The School is not liable for any damage to cars or property stolen whilst parked on the Premises.
- b) The Hirer must remove its vehicles from the Premises promptly at the end of the letting.
- c) The Hirer must provide adequate stewarding for controlling parking if necessary.
- d) Vehicles parked in unauthorised places or not removed pursuant to paragraph (b) above may be wheel clamped. The school reserves the right to charge a £50 release fee for the removal of each wheel clamp.

## Special Terms & Conditions for Hire of Bistro and Kitchen Area

The use of kitchen or servery areas will only be granted in special cases. If permission is granted the following conditions will apply:

- (a) Cooking food is not allowed, unless a member of the School Meals staff is in attendance.
- (b) A member of the School Meals staff will be present when external caterers arrive to use the kitchen and when external caterers are preparing to leave at the end of their function, for which a minimum of two hours staff time is payable at £30 per hour.
- (c) Everyone preparing food in the kitchen must hold a current food hygiene certificate and provide evidence of this to the Catering Manager.
- (d) Smoking is not allowed in the kitchen or elsewhere on the site.
- (e) No unauthorised person may use the dishwashing machines, slicing machines, steriliser sinks or cooking equipment.
- (f) Prior permission must be obtained for use of the refrigerator or freezer.
- (g) The general public are not allowed in the kitchen and may not use the kitchen staff toilets.
- (h) The organiser of the function will be held responsible for any breakages, loss of canteen equipment or stock and to ensure that these rules and regulations are adhered to.
- (i) Any breakages or faults in the equipment which occur or are revealed during the course of the hiring, must be reported immediately to the School.
- (j) Under no circumstances may the dining hall furniture be taken out of doors. Pins, nails etc must not be stuck into furniture or damage caused to it.
- (k) The School will supply cleaning equipment and cleaning materials, including sanitiser for the final wash down.
- (l) Floors and work surfaces must be washed and left as found.
- (m) A fee will be charged for cleaning the kitchen if it is not left in a clean condition.
- (n) Rubbish must be taken out of the kitchen and removed from the site.
- (o) Bottles must be taken away and recycled (there is provision for this in Magpie Hall Lane).
- (p) Fire Regulation signs are displayed in the kitchen area and it is the responsibility of the Hirer to read and relay the information concerning evacuation procedure in the event of a fire.
- (q) The Hirer must provide basic first aid equipment and check where the fire equipment is located in the kitchen so that they are prepared in the event of any accidents.

Please contact Mrs. Monica Murphy, Catering Manager, if you have any queries. Mrs. Murphy is available on: 020 8315 8130 between 9.30 a.m. and 2.30 p.m.

Name.....

Tel No.....

Date of Event.....



**Aquinas T/A Bishop Justus Church of England School**  
Application for the Hire of School Premises and Equipment

**HIRER DETAILS**

Organisation Name		Contact Name	
Contact Address & Postcode			
Contact Telephone	Contact Email	Safeguarding Contact	
Purpose of Hiring		Number of Persons Attending	

**DATES & TIMES REQUIRED**

Date from	Time from:	Total Hours	
Date to	Time To:		
Number of weeks	Tick (✓)		
School Hall – Including Bistro Area & Kitchen		1. Day Hire 9am to 5pm	£650
		2. Evening Hire 5pm to Midnight	£1,000
Classrooms (state number required)		£20.00 p/h	
Dance Studio		£25.00 p/h	
Sports Hall <i>inc</i> Sports Café use		£50.00 p/h	
Astro Turf		£63 per half pitch, £125 for whole pitch, £115.00 for W/E matches	
Field		£65.00 p/h	
Other Area (please state)		POA	
Other Facilities/Equipment Required		POA – Coaches £15 + 20% VAT	
Unless evidence of Public Liability Insurance in the form of a certificate is lodged with the <u>School</u> , a 10% levy will be charged			

**AGREEMENT OF TERMS & CONDITIONS OF HIRE**

I hereby agree to hire and the rooms/facilities/equipment in accordance with School regulations. I accept the hirer's responsibility regarding 'fire regulation' detailed in the 'Terms & Conditions of Hire'. I agree with the 'Terms & Conditions of Hire', 'Hirer's Obligations' and the hire charges. Payment to be made upon receipt of invoice.

The deposit will be retained by the school until the Hire is complete, any damage caused to the Premises, additional cleaning or overrun of the letting may mean that this deposit is not wholly repaid.

I confirm that all adults supervising children during the letting have an up to date DBS and are aware of our Safeguarding policy.

I confirm we have safeguarding procedures in place and have informed the school of details of our Safeguarding contact.

<b>Signature of Hirer</b>	<b>Date</b>	<b>Print Name</b>
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Please return this completed form to:

Miss Leigh Jarman, Bishop Justus Church of England School, Maggie Hall Lane, Bromley BR2 8HZ  
Telephone: 020 8315 8130, email: [Lettings@bishopjustus.bromley.sch.uk](mailto:Lettings@bishopjustus.bromley.sch.uk) Caretaker number for out of hours:- 07952 415 009

**Once booking confirmed you will be invoiced for a deposit of £500 for party hire, deposits vary for other bookings.**

**FOR SCHOOL USE ONLY**

Catering Manager	Deposit Received		
Premises Manager	Calendar		
Business Manager	Invoiced	10 weeks consecutive	
Head Teacher/Deputy Head Teacher	Paid		

**PRIVACY NOTICE FOR INDIVIDUALS WHO CONTRACT WITH BISHOP JUSTUS CE SCHOOL (the Academy) FOR THE HIRE OF THE ACADEMY SITE.**

**THE ACADEMY IS PART OF THE AQUINAS CHURCH OF ENGLAND EDUCATION TRUST (The Trust)**

The Academy collects data and information about individuals who hire the Academy site for private purposes (hereafter referred to as the Letting) so that we can run effectively as a school and so that we and the Trust can comply with our health and safety and safeguarding responsibilities. This privacy notice explains how and why we collect data from you, what we do with it and what rights you have in relation to the personal data and information collected.

**Privacy Notice (How we use your information)**

We are a Church of England [primary/ secondary] academy and part of the Trust, which is the data controller for the purposes of General Data Protection Regulation (GDPR). The Trust is a charitable company limited by guarantee under company number 07525735. The Trust's offices are at Magpie Hall Lane, Bromley BR2 8HZ. For further information of the Trust please see [www.aquinastrust.org](http://www.aquinastrust.org).

Although the Letting takes place at the Academy, your contract is with the Trust. Consequently, the Trust acknowledges its obligations to you under the GDPR in relation to your personal data and is committed to the principles of data protection as detailed in the Trust's Data Protection Policy.

**Why do we collect and use your information?**

We collect and use your information under the following lawful bases:

- a. where we have the consent of the data subject (Article 6 (a));
- b. where it is necessary for the performance of a contract with the data subject (Article 6 (b));
- c. where it is necessary for compliance with a legal obligation (Article 6 (c));
- d. where processing is necessary to protect the vital interests of the data subject or another person (Article 6(d));
- e. where it is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller (Article 6 (e)).

Where the personal data we collect about you is sensitive personal data, we will only process it where:

- a. we have explicit consent;
- b. processing is necessary to protect the vital interests of the data subject or of another natural person where the data subject is physically or legally incapable of giving consent; and / or
- c. processing is necessary for reasons of substantial public interest, on the basis of Union or Member State law which shall be proportionate to the aim pursued, respect the essence of the right to data protection and provide for suitable and specific measures to safeguard the fundamental rights and the interests of the data subject.

Please see the Trust's Data Protection Policy for a definition of sensitive personal data.

We use your data to support our statutory functions of running a school and in order to meet our safeguarding responsibilities, in particular:

- a. for the protection and welfare of pupils and others in the Academy;
- b. for the safe and orderly running of the Academy.
- c. For health and safety reasons
- d. for the administration and business functions of the Academy.

**The categories of contractor information that we collect, hold and share include:**

- a. Personal information (such as name, address, contact details);
- b. Contractual information (such as banking details);
- c. CCTV footage.

We collect information about you when the Letting begins and it is updated as necessary where the it is an ongoing

contractual relationship. We may also ask you to review some of the personal information we hold to ensure that it is accurate.

### **Collecting information about you**

Most of the information provided to us is on a voluntary basis. In order to comply with the GDPR, we will inform you whether you are required to provide certain information to us or if you have a choice in this. Where appropriate, we will ask you to consent to processing personal data where there is no other lawful basis for processing it. Where you have given consent for the processing of personal information for a specific purpose, you are entitled to withdraw consent at any time.

*[Insert if appropriate: In addition, we also use CCTV cameras around the Academy's site for security purposes and for the protection of staff, pupils and visitors. CCTV footage may be referred to during the course of disciplinary procedures (for staff or pupils) or investigate other issues. CCTV footage will only be processed to the extent that it is lawful to do so. Please see our CCTV policy for more details.]*

### **Storing your data**

We hold personal data in accordance with the Trust's Document Management and Retention Policy.

A significant amount of personal data is stored electronically, for example, on our database, finance systems and IT systems. Some information may also be stored in hard copy format.

Data stored electronically will be saved within a hybrid solution: on premises as part of a Local Area Network which is supported by Atomwide and within the Microsoft Azure Cloud Platform. Microsoft Azure Data Centres are located within the UK and Europe. The contracts with Microsoft Azure and Atomwide contain the necessary provisions to ensure the security of personal data.

### **Who do we share your information with?**

The Lettings information and data we are provided with is routinely shared with senior leaders at the Academy and staff within Trust's finance department, where necessary.

From time to time, we may also need to share your information other third parties including the following:

- the Police and law enforcement agencies;
- Prevent teams in accordance with the Prevent Duty on schools;
- our legal advisers;
- the Risk Protection Arrangement;
- Disclosure and Barring Service.

Some of the above organisations may also be Data Controllers in their own right in which case we will be jointly controllers of your personal data and may be jointly liable in the event of any data breaches.

In the event that we share your personal data with third parties, we will provide the minimum amount of personal data necessary to fulfil the purpose for which we are required to share the data.

### **Why we share your information**

We do not share information about you with anyone without consent unless the law allows us to do so.

### **Requesting access to your personal data**

Under data protection legislation, you have the right to request access to information we hold about you ("Subject Access Request"). To make a request for your personal data, contact one of the following; although any written request for personal data will be treated as a Subject Access Request.:

The Trust's Data Protection Officer: Mary Capon by writing to her at Aquinas Trust, Magpie Hall Lane, Bromley BR2 8HZ or emailing her at [info@aquinatrust.org](mailto:info@aquinatrust.org) and inserting 'subject access request' in the subject box.

The Academy's Data Protection Lead: [insert contact details]

Subject to the section below, the legal timescale for us to respond to a Subject Access Request is one calendar month. As we have limited staff resources outside of term time, we encourage you to submit Subject Access Requests during term time and to avoid sending a request during periods when the Academy is closed or is about

to close for the holidays where possible. This will assist us in responding to your request as promptly as possible. For further information about how we handle Subject Access Requests, please see the Trust's Data Protection Policy.

You also have the right to:

- object to processing of personal data that is likely to cause, or is causing, damage or distress;
- prevent processing for the purpose of direct marketing;
- object to decisions being taken by automated means;
- in certain circumstances, have inaccurate personal data rectified, blocked, erased or destroyed; and
- claim compensation for damages caused by a breach of our data protection responsibilities.

If you have a concern about the way we are collecting or using your personal data, you should raise your concern with us in the first instance by contacting the Trust's data protection officer or the Academy's data protection lead. Alternatively, you can contact directly the Information Commissioner's Office at <https://ico.org.uk/concerns/>

**Contact:**

If you have any queries regarding this notice or the use of your personal information, please contact:

- The Trust's data protection officer, Mary Capon, who can be contacted by writing to her at The Trust's offices are at Magpie Hall Lane, Bromley BR2 8HZ, by emailing [info@aquinatrust.org](mailto:info@aquinatrust.org) or calling 0203949 7000.
- Alternatively, you can contact the headteacher, Simon Murphy or the Academy's data protection lead Juliana Poloczanska, [sbm@bishopjustus.bromley.sch.uk](mailto:sbm@bishopjustus.bromley.sch.uk).

Bishop Justus Church of England School processes personal data in accordance with the data protection principles embodied in the General Data Protection Regulations (GDPR) and the Data Protection Act 2018. The Academy complies with the requirements of the data protection legislation as detailed in the Trust Data Protection Policy. All staff are aware of the principles of data protection and will not process personal data unless necessary. The Academy safeguards the personal data it collects through the operation of the Trust's data protection policy and processes and the IT policy. In addition, the Academy has taken steps to ensure that all its contracts that process data have the GDPR compliant provisions.