

## SCHOOL POLICY

### **RENTAL OF SCHOOL FACILITIES**

**Passed by the BOM May 2023**

The Department Circular 'Use of school building Guidelines 2017' applies to this policy.

Preamble:

The Board of Management, with reference to the 'Use of School Buildings Guidelines 2017', will make the hall and classrooms available for rent. The Board of Management will ensure that the childrens' education and the overall smooth running of the school will take precedence.

#### **THE FOLLOWING WILL BE CONSIDERED**

All activities in ACETNS will take place with the full knowledge and agreement of the Board.

The ethos and values of Educate Together are at all times respected.

**The Equal Status Act will apply to all activities.**

The school and/or children will benefit from such rentals

Each group has a Child protection Policy in keeping with the Children First Guidelines. Written confirmation that the service provided is in compliance with the Children First Act 2015, Children First: National Guidance for the Protection and Welfare of Children 2017.

Adults in charge of or with access to children have attended child protection training.

Supervision of children attending rental activities will be the responsibility of the instructor/teacher present on behalf of the group/ individual hiring the school. This includes the supervision and care of the pupils waiting before and after an activity.

Instructors/teachers have completed the Garda Vetting procedures as laid down in the National Vetting Bureau (Children and Vulnerable Persons) Acts 2012 to 2018 must be provided to the school where children are involved in the activities proposed.

Each group is adequately insured

No liability will attach to the Board.

Rental of School Facilities  
BOM April 2023

The instructor/teacher present on behalf of the group/individual hiring the school is responsible for:

- a. Ensuring permitted child /supervisor ratios are adhered to as laid down by their insurance.
- b. Ensuring emergency medications are readily available.
- c. Ensuring proper supervision of students using toilets
- d. Reporting and repairing any damage to the property or facilities as a direct result of their use of the premises
- e. Turning off lights on leaving the premises
- f. Returning equipment and furniture to proper storage point
- g. Re-arranging classroom furniture if necessary
- h. Cleaning
- i. Setting the alarm and locking up the school building and grounds, if applicable
- j. Ensuring that the school's no smoking status is upheld
- k. Ensuring the school's policy of 'no alcohol on the premises' is upheld.
- l. Ensuring the school's policy of a nut free school is to be maintained.

Access to the building is at an agreed time.

Rentals are restricted to an agreed area

A roll is kept of all participants in attendance on a given date.

School activities will take precedence over all other activities.\*The school may require the use of the hall from time to time to conduct school business.

A tenant may require the use of the hall, already contracted to another tenant, from time to time.

In the case of a serious breach of trust the Board of Management can suspend any rental at any time without notice.

**For the purpose of this policy the Board of Management will consider all rentals under the following headings:**

1. The Stand Alone Rental:
2. Groups under the aegis of the Parents Association
3. Once Off: This is a group or individual which/who requires a room or the hall for a once-off event such as a conference etc.
4. Paid activities confined to the children/ parents of the school which are run by a parent or a member of staff.

5. Level of impact i.e. does this activity have a high or low impact on the school facilities.

1. Stand alone:

Requirements:

After a period of time, having satisfied the Board, this group may be given a key for the school.

As part of the contract a named person (s) will be responsible for the security of this key.

This key is transferable only with expressed permission of the Board.

Each group will be given a security code to be used when entering and leaving the building. Only those who are named as key holders will be given this code.

All doors are checked before the alarm is set and all gates are locked when leaving.

That access to the PE store and Servery is only permitted with the agreement of the Board of Management.

That all lights are extinguished (except for automatic lights and security lights) when leaving the building.

If the alarm is activated the key holder should contact the Principal or other named person

## **RENTAL**

Rental of the hall is 25 - 30 euro per hour depending on the impact, heating requirements and number of hours required in the week.

Rental of classrooms is 10- 15 euro per hour depending on the activity and impact. Exception to this will be activities confined to those attending the school.

For groups requiring a number of hours a week it is proposed that these groups will pay a reduced hourly rate or a percent of the monies charged by the renter or group to the participants.

In all cases a nominal refundable deposit of 20 euro must be paid to the Board of Management.

In the case of not for profit community groups, catering for participants who are not in attendance in ACETNS, and who are not paying a fee other than the heating/ cleaning costs etc a nominal refundable deposit of 50 euro will be charged.

Rental of School Facilities  
BOM April 2023

In the case of a not for profit group under the aegis of the Board of Management or other group from ACETNS which is confined to the children of ACETNS then no charge for rent, heating or deposit will apply.

All financial transactions must be through online banking.

**ONCE-OFF Individual events:**

For any unaffiliated group requiring the use of the premises for a once off event then permission of the Board is required.

Tenants who ordinarily do not have insurance may seek insurance through ' Facility Hire' under the School's insurance policy. Details of this can be obtained from the school office.

Terms and conditions may vary depending on the event. The decision of the Board regarding any matter concerning rentals is final.

**Parents' Association Affiliated Groups**

Any Parents' Associated Groups must be notified to the Board and agreed.

The school key or code may not be given to any other person without prior agreement of the Board of Management

Any PA affiliated group using the premises for such activities such as language classes etc must have confirmation from the school insurance company that they are covered under the PA or overall school insurance. Parent Association Activities are generally covered under the school insurance and terms and conditions of this policy must be complied with

Access to the building will only be at an agreed time.

All doors must be checked before the alarm is set and all gates are to be locked when leaving.

Any activity which comes under the Parent Association is open to all members of the school community.

This policy does not cover any proposal of a childcare rental proposal and must go to the Board for consideration..

Other considerations please see appendix

## RENTAL AGREEMENT

Commencement of rental:

Occupation:

Rented Place:

Rent            Euro

### The Tenant's obligation to the landlord (school)

1. The tenant agrees to pay the rent at the agreed time and in the specified manner. The first payment should be made on the first day of this agreement.
2. The tenant agrees to care for premises, furnishings, fixtures and fittings
3. The tenant agrees not to sublet any part of the agreed rented space
4. The tenant agrees to return furniture to the same place that they were at at the beginning of the session.
5. The tenant agrees not to annoy or cause a nuisance to the landlord or to those who live nearby.
6. The tenant is responsible for insurances for the period of 'out of school time'
7. The tenant produces all documentation required under the policy outlined above.
8. All activities cease by 9.30 pm
9. The tenant ensures that the premises is left clean and litter free.
10. The tenant understands that the school or other tenant may require  
the use of the premises from time to time and agrees to facilitate the school or other tenant in that.

### The Landlord's Obligation to the tenant:

11. The tenant can continue his/her occupation in the premises without interference from the Landlord as long as the tenant has complied with the tenant obligations.
12. The Landlord agrees to insure the premises during the school time.

Both the tenant and the landlord agree:

Under normal circumstances either the tenant or the landlord may end the rental agreement by giving the other party not less than 4 weeks written notice.

Where a tenant does not comply with nos. 2, 5, 8, the Board of Management may cancel all agreements at once.

or

In exceptional circumstances such as continued breaches of health and safety where children and/or the landlord are put at risk or compromised then the landlord may cancel all agreements at once.

or

In the event of a tenant using any part of the premises for any activity other than what was initially agreed, the principal, or a designated member of staff, has permission to immediately terminate the session.

The school reserves the right to use the hall/room(s) at any time for its own purposes, should the need arise. The school also reserves the right to discontinue the use of the hall/room(s) at any time for any specific reason.

The Board of Management will periodically review the hire of the school premises. The Board of Management reserves the right to terminate the agreement at any time.

On behalf of \_\_\_\_\_ I have read this policy and accept all these conditions.

I/We wish to hire the school premises from \_\_\_\_\_ to \_\_\_\_\_ every \_\_\_\_\_.

Signed: \_\_\_\_\_

Please PrintName: \_\_\_\_\_

Castle ETNS

Tenant

Please attach the following documentation:

Garda Vetting

Coach 1

Coach 2,

Coach 3,

Insurance Company:

Insurance Number:

Children first training Certificate

The following is taken From Department of Education publication: . Considerations from Use of school buildings 2017

Appendix 1. Considerations from Use of school buildings 2017

Have the applicants confirmed that the premises are suitable for the delivery of the service or activity?

Given that the priority use of school property is for primary educational provision, what are the implications of the use of the school on education provision and what arrangements need to be made to minimise impact on the school's day to day requirements?

Costs of making the facilities available: It is considered that any provision should be self-financing and should, at a minimum, cover maintenance, utility bills, additional insurance costs, legal requirements and other overheads or associated costs. In that regard, it is recommended that an

## Rental of School Facilities BOM April 2023

assessment of what additional costs will arise and how these will be apportioned should be undertaken;

Legal, Governance and Insurance provisions: What arrangements does the school need to put in place to protect the Board, Patron, Trustees and Property Owners?

Governance arrangements: Identification of appropriate individual e.g. principal/chairperson of the Board of Management/designated Board member who will have responsibility for monitoring/overseeing the process and who will report to the Board;

Reputational: The role of the school in relation to the proposed service being provided should be clearly outlined e.g. making it clear that the school is providing the facility only and is not endorsing/evaluating the services provided;

Review of security measures: Where schools have a security service in operation, appropriate notification procedures should be put in place with security firms etc;

Any implications arising from potential use of I.T. equipment; Managing local expectations of continuation of service;

Restoration of premises to the condition found to ensure its uninterrupted priority use for education purposes;

Consideration of whether it is appropriate for the school website to be used. Schools may wish to simply provide a list/schedule of all activities taking place on school property without endorsing same and clarifying that any issues arising from participation in such services should be taken up directly with the service provider rather than with the school;

The procedures that may need to be put in place regarding the use of the premises, e.g.:

- o the use of the premises and school property/equipment
- o reservation of premises
- o adequate security and supervision including securing the premises after use
- o Any policies, procedures or other measures needed to safeguard the safety and welfare of the school's pupils including from a child protection or Garda vetting perspective
- o Data protection, including data on individual children which would need to be secured in advance
- o health and safety: handover procedures, code of behaviour, pick up after class and after service concludes, physical aspects of the premises e.g. floor condition, slip/trip hazards, suitable access and egress, including consideration of persons with disabilities
- o fire safety and evacuation measures
- o emergency response and first aid considerations

Rental of School Facilities  
BOM April 2023

o night time use including adequate lighting and security provision

incidents which occur on school premises which could give rise to an insurance claim or which fall to be reported under the Health and Safety Policy must be reported to Tom Moriarty (Principal ACETNS) immediately or as soon as practically possible

The Principal and/or Board of Management will decide the limitation of numbers at any such meetings.

Notice of meeting/event to be given in writing at least one week in advance.

Meetings/activities can be held only at times sanctioned by the Principal/Board of Management.

Comprehensive insurance cover must be effected by the organisation and must indemnify the Board of Management, the Patron and the Minister for Education & Skills/Property Owners/Trustees from any liability arising from the Organisation/body's presence on school property.

As a condition of hire, the school is authorised to make any enquiries it deems necessary with the Organisation/body's insurance company.

The Organisation/body is responsible for ensuring that all members using school facilities are aware of these conditions