## Occupation of School Premises

May 2018

**Introduction**

*This Policy Statement replaces the previous version, as issued by the Westminster Roman Catholic Diocese Trustee (WRCDT), on July 4th, 2006.*

The primary responsibility of the governing body of a Catholic school is to occupy and conduct the school on behalf of its trustees and under the supervision of the diocesan bishop.[[1]](#footnote-1) Traditionally that encompasses the threefold responsibilities of the governing body as occupier of the premises, proprietor of the undertaking and employer of the staff. This document sets out in more detail the parameters of the first of those three responsibilities.

**Occupier of Premises**

Ownership

Ownership of the school premises remains vested in the diocese, and is occupied by the governing body for the purpose of conducting a Catholic school on behalf of the diocese in accordance with canon law and the trust deed of the diocese.[[2]](#footnote-2)

Delegation of Authority

Control of the occupation and use of the school premises is given by the Trustees to the governing body of the school subject to any direction given by the Trustees or the Archbishop as to:

1. The care, maintenance and development of the assigned Land and Buildings
2. The use of the premises of the school outside normal school hours
3. The leasing of the school buildings or land, or any part thereof, to a thirdparty
4. The disposal of the entrusted site or any part thereof

The governing body shall not, without obtaining the prior approval, in writing, of the Trustees:

1. make any major structural changes or additions to any buildings to the school premises[[3]](#footnote-3)
2. Let or give up or transfer possession or control of the school premises or any part of the school premises[[4]](#footnote-4)
3. Use the school premises for any purpose other than conducting a Catholic school.

The governing body is to notify the trustees, in writing, if at any time the school no longer requires any part of the premises for the purposes of conducting a maintained school and, unless the trustees determine otherwise, that part of the premises shall no longer form part of the school premises and shall no longer be occupied by the governing body but by the trustees directly.

During its occupation, the governing body shall ensure that:

1. The school premises are kept in good repair and condition
2. It engages a suitably qualified building professional, from the list of approved organisations as published from time to time by Diocesan Property on behalf of WRCDT, to advise and assist the governing body in relation to their responsibilities for school premises
3. Insurance cover is maintained on the school premises which can either be:
	1. Insurance through the CCIA insurance scheme arranged by the diocese,
	2. or an insurance policy adequate to provide for full rebuilding costs of the buildings should they be totally destroyed.

A properly authorised officer of the Archbishop or of the Trustees shall have a right of access to the school premises at any time.

Glossary

“Archbishop” means the Archbishop of Westminster.

“School” means any school or college (not being an institute of higher studies), and includes any sixth-form college.

“School Premises” means the premises in the ownership of the diocese and in the occupation of a governing body for the purpose of conducting a Catholic school or as otherwise as determined by the Trustees.

*Approved by the Trustees*

*1st May 2018*

1. *Guidance for Catholic Maintained Schools on the Roles of Trustees, Governing Bodies and Head Teachers*; Archdiocese of Westminster; June 2001. [↑](#footnote-ref-1)
2. For schools in diocesan trusteeship, the objects of the trust are*: advancing the Catholic religion by such means as the Archbishop may think fit and proper*. In one or two schools or pieces of land, slightly different trusts may apply: diocesan advice should be sought on an individual basis if this applies. [↑](#footnote-ref-2)
3. Major structural changes include the addition or removal of a building from the site, and any changes to the footprint or envelope of entrusted assets. It also includes substantial alterations within the envelope of existing buildings which would permanently change the educational provision (e.g. converting a hall into classrooms or vice-versa). If in doubt, advice should be sought from the diocese. [↑](#footnote-ref-3)
4. Letting or giving up possession of any part of the school premises only refers to the granting of a lease or licence which gives permanent and exclusive occupation of part of the premises to a third party. It **does not** refer to occasional or regular use of the premises by third parties on a non-permanent and non-exclusive basis (e.g. allowing a parish group to use the school hall on a weekday evening). [↑](#footnote-ref-4)