

# **The English Martyrs School and Sixth Form College**



## **LETTINGS POLICY**

**Policy Reviewed and Adopted by Finance and Resources Committee: October 2015**

**Version1:1**

**Date of Next Review: 31<sup>st</sup> August 2020**

**Responsible Officer: Stephen Hammond**

The Academy has the potential to generate income from the letting of their facilities and resources to external bodies.

Any lettings during term time or other periods when the school has pupils in attendance, or reasonably expected to be in attendance must meet all the necessary safeguarding procedures.

For all lettings of either premises or resources a booking request form must be completed by the applicant and submitted to the **finance office** who will confirm the availability and the cost of the letting. The applicant will then be informed if they are able to let the facilities and how much it will cost. IF they agree to the letting they will sign the letting agreement and return it to finance who will then book the use of the facilities in the appropriate diary and ensure the supply is subsequently invoiced.

## **REGULATIONS AND CONDITIONS OF HIRE AND SCALE CHARGES**

1. Applications for permission to use premises must be made in writing (by Application Form for Hire of School Premises form) and such application must be received at least fourteen days prior to the date of use. The condition will be strictly be adhered to. It must be **NOT BE** assumed that an application has been granted until written permission has been obtained. Likewise it must not be assumed that any fees contained wherein are to be waived unless confirmation has received from English Martyrs. .
2. Every person applying for the use of school premises shall specify the purpose for which they are required and the price(s) of admission, if any, proposed to be charged, and if the rooms are used for a purpose different from that for which they are taken, the Finance and Resources Committee or any of it's employees or agents (including school caretaker) may at any time require that the entertainment, meeting or proceedings cease forthwith.
3. The Hirer shall not assign the school premises of any part thereof to any person of persons whatsoever.
4. The Finance and Resources Committee reserve the right to refuse particular accommodation to an organisation where this would result in the uneconomic use of the premises.
5. In most circumstances, an economic charge will be applied to meetings for object of profit, public performances (except when proceeds are exclusively for school funds), private social functions and fund raising activities organised by private organisations.  
This economic charge will reflect all the school's costs and applications received will be costed on an individual basis.
6. The charging and lettings policy of the school is to be determined by the Finance and Resources Committee as per the terms of reference and management agreement. The Finance and Resources Committee will consider the costs proposed for hire to ensure the actual cost to the school is covered by the income to be received. Currently the charges are as shown below but may be subject to variation. Please note the times charged will be for the main hiring period plus addition times to set up and dismantle plus such fees as may be applicable to reimburse additional costs not notified at the time of letting, eg from excessive mess or use other than as indicated on the letting form. The costs indicated below are as a minimum deemed to apply unless explicitly varied by the Headteacher for an individual letting.

<b>Facility being let:</b>	<b>Cost per hour (exclusive of VAT)</b>
Main Sports Hall	£ 30 p/h
Gymnasium	£ 13.50p/h
Swimming Pool	£ 35 p/h
Astro Turf	£ 20 p/h
Shower facilities	£10 p/hr
Conference Room	£20 p/hr
Common Room	£20 p/hr
Library	£20 p/hr
St Anne Car Park	£5 p/hr
St Annes Hall	£30 p/hr
St Bede Hall	£30 p/hr

Payment in respect of the use of the school premises shall be in accordance with the Finance and Resources Committee scale of charges, and in the event of a hiring being made and the hirer not taking advantage of the same, payment shall still be made.

Payment will be made to the school, seven days before the date of booking or before the first date of a block booking.

Charges made for the use of the school premises are inclusive of all payments to the caretaker from whom no additional services are to be asked by the hirer, or any other person using the school remises and to whom no gratuities of any kind are to be made.

7. School premises would **not** normally be available for hire on:
  - a. Public holidays
8. Neither the hirer or any other person having the use of the school premises shall interfere with gas or electric light fittings or other fixtures, the school caretaker is responsible for their care and use.
9. Only person who have been trained in the use of any school equipment, e.g. PA systems etc. are allowed to operate the equipment. Any and all damages to equipment will be invoiced to the hirer at the full new replacement cost for the item damaged.
10. Bringing or using any items of a flammable or combustible or explosive nature e.g. gas, oil, petrol, fireworks, bonfires etc. IS STRICTLY FORBIDDEN.

11. Windows must not be blocked up and neither the hirer nor any other person shall drive any nails, screws or other like articles or instruments into the floor, walls or any part of the school premises or affix any machinery, placard or other articles thereto.
12. The hirer shall leave the school premises, fixtures, fittings, furniture, articles and items therein, in as clean and good order and conditions as the same at the time of entry.
13. The hirer shall pay for all damage that may be done or occasioned to the school premises or to the fixtures, fittings, furniture, articles and things therein. The amount of any such damage shall be assessed by the Finance and Resources Committee whose assessment shall be binding and the same shall be recoverable as and for liquidated damages.
14. Intoxicating liquors shall not be sold or consumed on the school premises at any time without the prior consent of the Finance and Resources Committee. If consent is given, the hirer will be responsible for obtaining any necessary licence at his own expense.
15. No smoking is permitted on school premises or in or around the school grounds.
16. The school may be heated during the winter months (1st October – 30th April) and the hire charge will reflect that accordingly. The Finance and Resources Committee will inform the hirer of any problems arising with the heating during this period.
17. No school furniture shall either be moved into or removed from any such room or hall without the previous sanction of the Finance and Resources Committee, nor shall desks, forms or other articles be piled one upon another, and additional charge will be made for extra work involved in the removal of such furniture. If the hirer desires to bring additional furniture into a room or hall they must make a special application for that purpose.
18. The hirer shall proceed to remove all chairs and other furniture, decorations and other materials introduced into the school premises by or on behalf of the hirer immediately after the entertainment, meeting or proceedings.  
If default be made by the hirer in complying with this condition the school caretaker, shall be at liberty to move all such items immediately to a covered place and the Finance and Resources Committee shall not be liable for any loss of damage caused thereby. The hirer shall pay the Finance and Resources Committee the cost of such removal and storage.
19. The Finance and Resources Committee will not, in any circumstances, accept any responsibility or liability for:
  - a. The loss, theft of, or damage to any goods or property of the hirer or of belongings to any other person left, deposited or brought into the school premises.
  - b. Any personal injury sustained by the hirer or any other person during the period of the hiring of the school premises unless such injury is sustained as a result of the negligence of the Local Education Authority, it's employees or agents.
20. The hirer shall indemnify the Finance and Resources Committee, the Local Education Authority, it's employees and agents against all actions, expenses, claims, damages, penalties and demands, arising out of, or in any way connected with the hiring of any accident or loss which may happen to, or be sustained by, any person, by reason thereof.
21. Should the hirer fail to conform with any of these terms and conditions the Finance and Resources Committee reserves the right to terminate the booking immediately and the hirer shall have no claim whatsoever against the Finance and Resources Committee.
22. The Finance and Resources Committee reserve the right to terminate a hiring at any time subject to one calendar month notice in writing.
23. The Finance and Resources Committee reserve the right to cancel any hiring of school premises in the event of the same being required for any purpose whatsoever. Reasonable notice will be given to the hirer if possible. In the event of the hiring being cancelled in pursuance of this provision the hirer shall have no claim whatsoever against the Finance and Resources Committee in respect of the hiring or an account of the cancellation thereof.

### **Use of Physical Education Facilities**

24. A cloth indoor football must be used in the sports hall.
25. Gym or training shoes which are used solely for indoor use must be worn in the sports hall.
26. No gymnastic apparatus is to be used unless under the supervision of an adult who must be a qualified P.E. teacher or in possession of a B.A.G.A. coaching certificate.
27. Hirers must supply their own consumable equipment e.g.. rackets, balls, shuttles etc.
28. Dividing and other nets in the sports hall must only be used for the designed purposes.
29. Current DBS/ CRB checks are required for any coach/ group leader/ activity organiser/ etc. where children under the age of 16 will be in attendance. Minimum requirements of coaching a group

independently is Level 2 or equivalent. Assistant coaches or volunteers do not need coaching qualifications and may coach under the supervision of a Level 2 coach. However, it is advisable that any assistant coach is working towards their level 1 coaching certificate. Any company, group, business, coach, etc. must also produce a copy of their public liability insurance and carry out the relevant risk assessments prior to any activity held within our facility.

**Breach of Regulations and Conditions**

It should be noted that in the event of a breach of these regulations and conditions by the hirer of his employees, agents, licensees or invitees, the Finance and Resources Committee reserve the right to cancel the hiring forthwith and in so doing, shall not be liable to refund the hiring fee or any part thereof to the hirer or to any third party for compensation in respect of such cancellation of the hiring.

**Revised September 2015.  
APPLICATION DECLARATION**

I make an application for the use of the premises as set out above and if granted hereby agree to abide by and conform to the Regulations and Conditions of Hire and Scale of Charges; a copy of which I hereby acknowledge to have received.

I am acting personally/on behalf of the above organisation and I understand that in spite of that organisation's liability for hire charges I will also be personally liable for the hire charges.

I understand that I and the organisation will be jointly and severely liable for any damage arising as a consequence of the booking and any false or misleading statements when completing this application may lead to prosecution.

Full Name:	<input type="text"/>	Contact details:	<input type="text"/>
Address:	<input type="text"/>		
Signed:	<input type="text"/>	Date:	<input type="text"/>



**Application Form for Hire of School Premises**

<p><b>Accommodation Required</b> (Hall, Sports Hall, Classroom etc.)</p>	
<p><b>Date, day and time of hire</b> (Please list all dates in the case of a block booking) Please include <b>ALL TIME PERIODS WHEN ACCESS IS REQUIRED</b> – eg for setting up or dismantling.</p>	
<p><b>What additional access is required:</b></p> <p><b>Are showers required?</b></p> <p><b>Is access to the car park required?</b> (Access is at users' risk no liability is accepted by English Martyrs)</p> <p><b>Will school equipment be required?</b> (e.g. Sound equipment etc.) If so please give details of apparatus to be used</p> <p><b>Will you be bringing on site or using any items of a flammable, combustible or explosive nature?</b></p> <p><b>Is an electrical point required?</b> (if so please give details of equipment to be used)</p>	<p>YES <input type="checkbox"/> NO <input type="checkbox"/></p> <p>YES <input type="checkbox"/> NO <input type="checkbox"/></p> <p>YES <input type="checkbox"/> NO <input type="checkbox"/></p> <p>YES <input type="checkbox"/> NO <input type="checkbox"/></p> <p>YES <input type="checkbox"/> NO <input type="checkbox"/></p>
<p><b>Name of body/organisation</b></p>	
<p><b>For what purpose will the accommodation be used?</b></p>	
<p><b>What charges (if any) will be made for administration?</b></p>	
<p><b>If charges are to be made, please state purpose funds will be applied to.</b></p>	
<p><b>Anticipated Number of people who will attend.</b> (Limit on St Annes Hall 260)</p>	

