



Lettings Policy

POLICY PRINCIPLES

Birches Head Academy regards the school buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible. However, the overriding aim of this Policy is to support the school in providing the best possible education for its students, and any lettings of the premises will be considered with this in mind.

The School's delegated budget (which is provided for the education of its students) cannot be used to subsidise any lettings by community or commercial organisations. A charge will be levied to meet the additional costs incurred by the school in respect of any lettings of the premises. As a minimum, the *actual* cost to the school of any use of the premises by an outside organisation must be re-imbursed to the school's budget.

POLICY PURPOSE

To ensure that the use of School premises and facilities is properly co-ordinated and events supported appropriately

To promote the use of School facilities by the wider community

To safeguard the interests of the school

To ensure that the out of hours use of the School site is not subsidised by the school budget

DEFINITION OF A LETTING

A letting may be defined as any use of the school premises (buildings and grounds) excluding The Gatehouse outside normal School hours, at weekends or during holiday periods by either:

- A community group such as a local music group, theatre group or sports team
- An individual or group of individuals
- Other events organised by members of the school staff. This will include, but is not limited to, exhibitions, sports events, external choir practices and Home School Association functions.
- A commercial organisation such as the local branch of 'Weight Watchers'.
- Various sports clubs and individuals wishing to use the Sports Hall

When private hire is requested for facilities in school this letting policy is adopted and costs are levied in line with the recommended scales.

Individual requests are considered and provision will be made if it is feasible.

- Availability of room;
- Availability of caretaking staff to open/close/supervise;
- Availability of facility – no detrimental effect on the facility to affect the school's use;
- An undertaking given to replace/repair any damaged equipment.

A letting must not interfere with the primary activity of the school, which is to provide a high standard of education for all its students. Use of the premises for activities such as staff meetings, parents' meetings, Governing Body meetings and extra-curricular activities of school students supervised by school staff, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school's delegated budget.

All Lettings (including those mentioned in this Policy Statement) out of normal School hours must be booked through the central booking which is co-ordinated by the Extended Services Manager. Lettings of the Sports Hall should be arranged via the Curriculum Leader PE.

MANAGEMENT AND ADMINISTRATION OF LETTINGS

The Extended Services Manager is responsible for the overall management of lettings; the Site Manager has responsibility for the day-to-day management of School lettings. If the Site Manager has any concern about whether a particular request for a letting is appropriate or not, he will consult with the Headteacher who is empowered to determine the issue.

PRIORITY OF USAGE

All use of School facilities (including those mentioned in this Policy Statement) out of normal School hours must be booked through the central booking system which is co-ordinated by the Extended Services Manager. In the event that there is a simultaneous request for the same facility the following priority of usage principles will apply:

Priority One

Activities directly related to the educational development of the school students including but not limited to:

School theatre productions and rehearsals

School music or performance rehearsals

Parents evenings

Careers Evenings

Open Days

Governors Meetings

Other student related events

Priority Two

Fee paying organisations whose booking request has been confirmed in writing.

Whilst every effort will be made to accommodate Priority One events, those booked at late notice may be refused by the Extended Services Manager, in consultation with the Headteacher, if it is likely to compromise the good name of the school with outside organisations who have booked the use of our facilities in good faith.

Conditions of Hire

GENERAL CONDITIONS

1. The Hirer and Guarantor, who both must be over the age of 18 years, must sign the application form and will now be referred to jointly throughout the document as the "Hirer."
2. Payment for hire must be received no later than 14 days prior to the date of proposed use or in accordance with any alternative written arrangements agreed with the school, remittances to be sent to the School at Birches Head Road, Birches Head, Stoke-on-Trent, ST2 8DD.
3. The Hirer shall be entitled to cancel the proposed hiring and to the return of any appropriate fees paid to the School, if written notice is received by the School at the above address at least seven days prior to the proposed date of hiring. If written notice is received by the School less than seven days prior to the proposed date, any fees paid by the Hirer will not be refunded. If the Governors cancel any hiring any fees paid by the Hirer will be refunded.
4. The School Governing Body reserves the right to:
 - (a) Cancel the hiring at any time without reason and in such event, shall not be liable for damages or otherwise in respect of such cancellation;
 - (b) Cease the hiring if the hirer fails to comply with the fire and health and safety regulations or any of the Conditions of Hire.
5. The Hirer shall not assign or sublet the premises or any part of the premises.
6. Authorised Officers of the Local Authority or Governing Body may enter the premises at any time for any reason during the period of the hiring.
7. The Hirer is responsible for the area of the premises hired and access and egress routes for the period of hire.
8. It is the responsibility of the Hirer to ensure that the accommodation used is left in a clean, neat and tidy condition. If, in the opinion of the Site Manager or Governing Body, the premises are not left clean, the cost of cleaning the premises will be recovered from the Hirer.

Any school equipment or furniture that is broken or damaged will be the Hirer's responsibility and the cost of repair/replacement will be met by the Hirer.
9. When classrooms are hired for use, the Hirer will be responsible for ensuring that pupil's property, work and school equipment is not interfered with in any way.
10. Any damage, litter or disorder upon your arrival to the premises, should be reported to the Site Manager or Supervisor on site and later to the Governing Body.
11. When you specify the time required on the application form, please include the preparation time and cleaning up time you require.
12. No intoxicating liquor shall be included in the refreshments available at any function held on Education premises without the written consent of the Governing Body. The Hirer shall not sell intoxicating liquor on the premises without the written consent of the Governing Body and the Hirer shall previously obtain any necessary licences and approvals which shall be produced to the Headteacher prior to the date of hire.
13. No adaptations, modifications, or additions may be made to any part of the electrical installations without previous consent in writing of the Governing Body and any alterations and additions as may be authorised, shall be carried out in accordance with the directions and to the satisfaction of the Governing Body and shall be reinstated forthwith at the expense of the Hirer to the Governing Body's satisfaction.

14. No additional staging, curtaining or scenery may be erected without the previous consent in writing of the Governing Body and any such alterations and additions as may be authorised shall be carried out in accordance with the directions and to the satisfaction of the Local Authority and shall be reinstated forthwith at the expense of the Hirer to the Local

Authority's satisfaction. All curtaining or scenery shall be rendered non-flammable. Stage scenery and other effects must neither be brought on to the Education Premises nor taken away while the premises are in normal use. Storage facilities cannot normally be provided. Any property not so removed by the Hirer may be removed by the Governing Body at the Hirer's risk. The cost of such removal together with the Governing Body's storage charges which are recoverable from the Hirer.

15. Bills of announcement of meetings or any form of advertising of forthcoming events taking place in the Education premises may only be displayed on Education premises by agreement with the Governing Body.
16. All public announcements of any functions or event for which the hiring is made and all admission tickets and other documents issued in connection therewith, shall contain in a conspicuous position, the name and address of the Hirer and the purpose of event.

HEALTH AND SAFETY

17. There will be **NO SMOKING** on Education premises including school grounds.
18. All statutory requirements, including but not limited to those relating to health and safety and public entertainment licences, must be strictly complied with by the hirer. Film, music, dancing (including disco) and stage events must be considered to be public entertainments. It is the hirers responsibility to inform the Local Council's Licensing Officer and ensure the appropriate license is obtained.
19. Permission to use the premises will not be granted if, in the opinion of the Governing Body, it is likely that the occupation would create unreasonable disturbance or inconvenience to the residents in the neighbourhood or interferes with any existing occupation or with school activities.
20. If the Hirer or persons on site for the purposes of attending an event enter areas of the school not hired to them and set off the alarm system, the cost of re-setting the alarm will be sought from the hirer.
21. The Hirer must secure the preservation of law and order and take all reasonable steps to prevent injury, loss or damage to any person or property on all occasions during the period of hire.
22. The Hirer must ensure that persons on site for the purposes of attending an event entering and leaving the premises do not create unreasonable disturbance or inconvenience to the residents in the neighbourhood or interferes with any existing occupation or with school activities
23. At no time during the hiring may the number of persons present exceed the maximum stated in the application form or stipulated in the acceptance.
24. Where permission has been granted to enable the premises to be used for the purposes of a child or youth organisation, no member of the organisation may enter the premises unless the Hirer (or deputy previously notified to the Governing Body) is present on the premises and members of the organisation may remain on the premises only as long as the Hirer or his deputy is present on the premises.
25. All electrical equipment brought on to the premises must be in compliance with the statutory PAT testing, and evidence provided.

ADDITIONAL FACILITIES

26. Chairs and furniture may not be removed from any room without written permission of the Governing Body. Chairs must not be removed from the school premises for use on playing fields or playgrounds unless prior approval has been obtained from the Governing Body. It is the Hirer's responsibility to arrange all furniture and clear it away after use.

27. Handicraft, domestic science, science laboratories, workshops, staff rooms, school offices and other specialist rooms, excluding Sports Hall, are not normally available for use by general public and any such use will be granted only in exceptional circumstances at the discretion of the Governing Body, who will ensure that such use, when granted, does not impair the efficiency of these rooms for their normal purpose.
28. The use of school facilities, such as audio visual equipment, computer equipment, etc., is not allowed unless approved in writing by the Governing Body.
 - (a) The Governing Body must be advised if food will be brought onto the premises.

Access to the kitchen will not be allowed unless permission has been obtained following a separate application to the school's Catering Contractor.
 - (b) In addition, for large scale catering, Hirers can choose to bring their own caterers in, but must pay for the Catering Contractor on site supervision for the period of use. Alternatively, Hirers can request a full catering service from the Contractor at a negotiated price.
29. The use of school playgrounds for car parking by Hirers is subject to the approval of the Governing Body. The parking of vehicles will not be permitted on any service road or approach drive where such parking restrictions are in place or would impede the easy passage of emergency services or obstruct residents' driveways. Parking is not permitted on any of the grassed areas.
30. The hirer to furnish the school with:
 - (a) types of activity to be followed
 - (b) names of addresses of persons using the facilities
 - (c) numbers attending per session

Indemnity & Insurance

31. The Hirer will indemnify, and keep indemnified, Birches Head High School in respect of any liability for death or bodily injury to any person, loss of damage to the premises, fixtures equipment or any other property whatsoever, and all losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability arising in any way from the hiring or any breach of the Conditions of Hire.
32. The hirer shall obtain Public Liability insurance to cover legal liability for death or personal injury or damage to the premises or other property and equipment for a limit of indemnity of not less than £5,000,000 and shall provide a copy of the policy or such other reasonable evidence which the school may require.

Security

33. The governors will not normally insist upon continuous caretaking presence. However they reserve the right and delegated power to the Head teacher to insist upon a caretaking presence where in his/her view the nature of the hiring may leave the school vulnerable to theft or damage.

These conditions will supersede all previous conditions relating to the occupation of the school premises outside normal hours and may be subject to alteration at any time.

The governors will review the policy and the scale of hire charges annually.

HIRERS APPLICATION FORM

ORGANISATION

NAME OF HIRER

ADDRESS OF HIRER

.....

TELEPHONE No. HOME..... DAY.....

May I please hire the following School facilities.

AREA/DATE/ TIME/COST

.....

.....

Brief description of proposed activity:

.....

.....

Please note that VAT may be chargeable in certain circumstances.

Please bring the returned copy of this form with you on the day of the letting as your proof of hire.

I have read the documents relating to conditions of hire, and agree to abide by them.

Signed..... Date:

Full name of Guarantor

Address.....

Signed..... Date.....

(OFFICE USE ONLY)

This letting is agreed and approved on behalf of the Governing Body of the School. Please forward cheque made out to Birches Head Academy not later than 14 days prior to the date proposed for use, remittance to be sent to the school.

TOTAL AMOUNT DUE £.....

Date

SIGNED (on behalf of the Governing Body)

.....

Annual Application for the Hire of Facilities – SPORTS HALL

Please use BLOCK CAPITALS. A copy of this form will be returned to you once your successful application has been processed. Please return this completed form to Birches Head Academy. Please note: Regular hire year from April 1st - March 31st

Facility Requested: Birches Head Academy Date of Application _____

Name of Applicant _____ Address of Applicant _____

Activity Requested _____ (e.g. 1 badminton court)

Organisation/Club _____ Postcode _____

Official Position _____ Tel No (day) _____

(evening) _____

Club Website (if applicable) _____

Email address _____

Anticipated number of participants: Adult _____ Junior (Under 18) _____

Regular Bookings – this type of booking enables the hirer to reserve the same time slot each week per annum. Once this successful application has been processed, the named hirer will become responsible for that slot.

Day _____ Start Date _____

Time Slot from _____ Until _____

Declaration

I declare that I am over the age of 18 and that I have read the documents relating to conditions of hire, and agree to abide by them.. I am authorised by the above Club/Organisation to sign this application on its behalf, to comply with and be bound by the conditions of hire, and that by signing I am deemed to be the hirer. Your particular attention is drawn to clause 3, 15d, e and f, and you may consider taking out insurance with respect to these conditions.

Signed _____

Print name _____

Date _____

For office use only

	Date	Staff
Application form received		
Facility telephoned		
Confirmed entry on master booking sheet		
3 copies sent out		

Dear hirer
Thank you for your interest in the above facility. Your application has/has not been accepted*
Comment:

Signed _____

*delete as appropriate.