

# LETTINGS POLICY



## 1. Bookings

- 1.1. All applications for the hire of accommodation must be made on the appropriate application form and be submitted to the Site Manager not less than fifteen clear days before and no more than twelve calendar months in advance of the date of the function.
- 1.2. Applications from persons under the age of 18 will not be accepted.

## 2. Insurance

- 2.1. As a condition of hire the hirer must have £10M public liability insurance cover in the name of the hirer which is in force during period(s) of hire.

## 3. Charges

- 3.1. A Scale of Charges document is obtainable from the Site Manager. The charges applicable at the time of the function will be deemed to be part of the conditions of hire.
- 3.2. Hirers will be invoiced, however the Site Manager reserves the right to alter the method of payment.
- 3.3. King Richard School reserve the right to alter charges without notice. **The charge payable shall be that applying at the time of the hiring not at the time of the application.**

## 4. Cancellation

- 4.1. **King Richard School** reserve the right at any time to refuse or cancel any function without assigning a reason and will agree, in such circumstances, to fully reimburse any monies received from the Hirer.
- 4.2. **The Hirer:**
  - 4.2.1. May cancel an application upon written notification to the Site Manager which must be received by not later than fourteen days before the date of the activity. The Hirer will in such circumstances be liable to a payment of 50% of the charges applicable for the activity. In the event that no notification is received within the time specified the full charges will remain due to the school.
  - 4.2.2. The Hirer will be given the right without prejudice to cancel at any time an application upon notification of an increase in charges and to full reimbursement of charges by the school.

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Review Period:	Annually
Approval Date:	6 Jul 15
Review Date:	June 2016

5. **Restrictions of Use**

5.1. The use of Hired Premises shall be restricted to those areas for which specific approval has been given and to those times specified in the Hirer's application. Use of the premises' furniture, apparatus and other equipment will be subject to the prior approval of the Site Manager.

6. **Assignments**

6.1. The Hirer shall not assign or sublet the permission to use Hired Premises or the facilities within them.

7. **Indemnification**

7.1. The Hirer shall indemnify the School/Governing Body against:

7.1.1. any damage done to the Hired Premises, furniture, fittings, apparatus, appliances or other property whatsoever during the period of the function or arising as a result of such function and the expenses of making good such damage;

7.1.2. any accidents, loss, injury (including death) or damage whatsoever sustained by any person or thing on the Hired Premises during the period of the function or arising as a result of the function.

7.1.3. any infringement of copyright arising from the function;

7.1.4. any costs, claims or demands arising from 7.1.1 to 7.1.3.

8. **Lotteries, Raffles and Gaming**

8.1. The Hirer shall not under any circumstances:

8.1.1. hold or permit to be held in any part of the accommodation any lottery gaming or gambling.

9. **Prohibitions**

9.1. All approvals to the use of Hired Premises are subject to the following prohibitions:

9.1.1. that no bolts, nails or tacks are driven into any part of the Hired Premises or the furniture thereof;

9.1.2. that no gas filled balloons, confetti and paper streamers are used at any time either inside or outside the Hire Premises;

9.1.3. that no wax or powder is placed on any floor;

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- 9.1.4. that inflammable materials and articles of an explosive nature are not allowed in Hired Premises;
- 9.1.5. that no alternation, addition or variation is made by the Hirer to the lighting, to the other electrical installations (except by prior permission of the Site Manager), heating, fittings, fixtures or other arrangements of the Hired Premises;
- 9.1.6. that cooking of food takes place in designated areas;
- 9.1.7. that no butane or calor gas canisters and no articles which are dangerous or offensive are brought onto the premises;
- 9.1.8. that no furniture, apparatus or appliances are delivered to the Hired Premises by or on behalf of the Hirer or unloaded, placed in position and removed by the Hirer or person employed by him for such purposes unless with the written agreement of the Site Manager.

**10. Conduct**

10.1. The Hirer shall be present at all times during the functions and be responsible for the maintenance of good order; special attention shall be given to:

- 10.1.1. the behaviour of those in attendance;
- 10.1.2. the interests of residents in the neighbourhood so that they are not disturbed or caused any inconvenience;
- 10.1.3. other functions being held elsewhere in the Hired Premises so that they are not interfered with;
- 10.1.4. all those in attendance vacating the premises in an orderly manner and by the finishing time of the function as stated on the application form.

**11. Car Parking**

11.1. The parking of motor cycles, cars, lorries etc on the Hired Premises shall be subject to the agreement of the Site Manager and permitted only on the condition that:

11.2. any persons bringing such vehicles onto the premises do so at their own risk and that they accept responsibility for any damage caused to or injury to any person or the property of the School/Governing Body by such vehicles, or the presence of such vehicles on the School's/Governing Body's premises;

11.3. the Hirer shall maintain at all times adequate means of access to Fire Appliances and other emergency vehicles within the car parking areas.

**12. Catering**

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- 12.1. All arrangements for catering must be made with the Site Manager.
- 12.2. If accommodation is required for the purpose of preparing refreshments, washing up etc, this must be specified at the time of making the application and will be the subject of an appropriate charge.
- 12.3. Hirers are responsible for cleaning of food preparation areas.

**13. Smoking**

- 13.1. King Richard School has adopted a no-smoking policy. Smoking is not permitted anywhere inside or on the school site.

**14. Health and Safety**

14.1. The Hirer shall:

- 14.1.1. comply with all safety directives issued by the School/Governing Body and its employees.
- 14.1.2. ensure that all passages, exits and stairways in the Hired Premises are kept clear during the hiring period.
- 14.1.3. keep a register of those persons attending.
- 14.1.4. ensure that the number of persons admitted to the Hired Premises does not exceed the maximum determined by the School/Governing Body to comply with safety standards (details of the numbers permitted will be given by the Site Manager at the time of application).
- 14.1.5. notify the Site Manager immediately in respect of all accidents which may arise during the hiring period.
- 14.1.6. carry out his/her obligations under the Health and Safety Act 1974 not only in respect of his/her own employees but also in respect of employees of the School/Governing Body and members of the public;

14.2. The Hirer shall not:

- 14.2.1. without the consent of the Site Manager, introduce equipment for use in the Hired Premises, alter fixed installations, alter or remove fire and safety notices or equipment, or otherwise take any action which may create a hazard;
- 14.2.2. intentionally or recklessly interfere with or misuse anything provided in the interests of health, safety and welfare.

**15. Right of Entry**

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15.1. The school reserve to the Site Manager and such other persons that may be duly authorised by him/her the right of free and unimpeded entry at all time to the Hired areas.

**16. Children and Young Persons Act 1933**

16.1. The Hirer shall comply with the requirement of Section 12 of the Children and Young Persons Act 1933 (re-printed overleaf).

**17. Cleaning**

17.1. The Hirer shall be responsible for ensuring that the hired premises are left in the same condition as they were found. The school reserves the right to undertake an inspection following the function and levy such charges as may be deemed necessary to reinstate the hired premises to a required standard.

**18. Right to Free Speech**

18.1. The School/Governing Body endorse the principle of firm adherence to the right of free speech and reasonable access to public platforms for the purpose of that right, subject to the overriding need to ensure the safety of the building and public and to avoid the provoking of racial hatred and discrimination. Accordingly, the right is reserved to refuse applications for the hire of the premises for a purpose or by an organisation where there is cause for apprehension that there might be a breach of the above policy.

18.2. The school is not prepared to let land or buildings where it is satisfied the safety of buildings and the public cannot be ensured; that the use will provoke racial hatred or discrimination or that the use is by anti-democratic or neo-fascist group or supporters to terrorism in general.

**19. Site Manager**

19.1. All decisions made by the Site Manager shall be final. Any breach of these Conditions of Hire will be deemed sufficient cause for cancellation of the hiring.

**20. General**

20.1. In the event of any matter arising in connection with the letting of hired premises which is not covered by these Conditions, the School/Governing Body shall have full power and authority to deal with the same in such a manner as it may deem advisable.

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**CHILDREN AND YOUNG PERSONS ACT 1933 – SECTION 12 – RE-PRINTED**

1. Where there is provided in any building an entertainment for children, or an entertainment at which the majority of the persons attending are children, then, if the number of children attending the entertainment exceeds 100, it shall be the duty of the person providing the entertainment to station and keep stationed wherever necessary a sufficient number of adult attendants, properly instructed as to their duties, to prevent more children or other persons being admitted to the building, or to any part thereof, than the building or part can properly accommodate, and to control the movement of the children and other persons admitted while entering and leaving the building or any part thereof; and to take all other reasonable precautions for the safety of the children.
  
2. If any person on whom any obligations is imposed by this section fails to fulfil that obligation, he shall be liable, on summary conviction, to a fine not exceeding level 3 of the standard scale. (Level 3 on the standard scale is £400 – section 37 Criminal Justice Act 1982 and Article 2 (4) Criminal Penalties etc (increase) Order 1984 S.I. 1984 No 447).

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**KING RICHARD SCHOOL**  
**SCALE OF CHARGES: HIRE OF ACCOMMODATION FROM 1 SEPTEMBER 2015**

Groups may qualify for reduced rates or free hire. Please see below.  
Please note that groups requiring disabled access/facilities should discuss this with the Site Manager at time of booking.

**STANDARD CHARGES**

Room Charges*	School/Charity/Community Groups
Standard Classroom	£20 ph
Sports Hall	£20 ph
Field (with toilet access)	£20 ph
Lecture Theatre	£20 ph
Drama Studio	£20 ph
Dance Studio	£20 ph
Main Hall & Stage (light/sound) <i>see staffing charges below</i>	£20 ph
Basketball	£20 ph

Staffing Charges	
Lighting Technician Fee	£28 ph

N.B. VAT applicable to any booking less than 10 consecutive weeks

- \* A small additional charge may be levied for any time hirers use of the accommodation exceeds time booked.
- \* To qualify for this rate, the hirer must only charge attendees a sum to cover the cost of the hire i.e. does not make a profit.
- \* Under 18 groups may be entitled to a discount.
- \* At the Head's discretion bespoke packages can be catered for.

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## **KING RICHARD SCHOOL**

### **LETTINGS POLICY**

1. King Richard School encourages links and liaison with the local community and welcomes its premises being used after the school day or at other times by groups which directly or indirectly help create a richer and more diverse environment for pupils and staff.
2. Many of the groups which the School would wish to use its facilities generate no income for themselves. Whilst recognising that the School has a statutory duty to ensure that it does not suffer a net loss in letting out accommodation, the governors believe that the School should not seek to make a profit from those organisations within the community which operate on a voluntary basis.
3. If a group's activities take place outside the hours for which normal caretaking and energy costs are provided then an appropriate charge will be made on the group on a 'real' costs basis. All other lettings will be administered according to the scale of charges approved by the school's Governors annually.
4. The Site Manager will maintain a list of user groups and completed hire forms within all categories.
5. King Richard School is proud of its community links and the School encourages a wide variety of activities to take place on the premises. However, the governors reserve the right to refuse a letting if the nature of the event proposed is likely to create tension in the School or local community or it in any other way seen to be divisive.
6. An invoice will be sent to the hirer as acceptance of their request. The initial invoice will include up to 4 sessions. If the invoice is NOT paid within 30 days, no further lettings can take place until payment is received.

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**KING RICHARD SCHOOL**

**APPLICATION FOR HIRE OF KING RICHARD SCHOOL**

I wish to hire the \_\_\_\_\_ facility at **King Richard School**  
for the period from \_\_\_\_\_ to \_\_\_\_\_ (date) for the purpose of \_\_\_\_\_.

The group is **under /over** 18 (delete as necessary) and I charge individuals in the group a sum of £ \_\_\_\_\_ per hour. Each session runs from \_\_\_\_\_ to \_\_\_\_\_ (hrs).

I have read and understood the "Conditions of the Hire of Accommodation" document passed to me by the Site Manager.

I understand the maximum number of people attending at any particular time cannot be more than 250 and that this number must not be exceeded as this contravenes the fire regulations governing this site. Failure to keep this number could result in the cancellation of the function.

Furthermore, I agree to place the litter into bags and place them in the waste receptacles as directed by the Site Manager, and to leave the interior and the exterior of the site in a reasonably clean condition.

At the end of the function the Site Manager must be contacted so that the hirer may be given written notification that these conditions have been met.

I understand that if any of these conditions are not adhered to, I may be charged a further sum of money which shall be determined by the Headteacher of King Richard School.

**Signed (by the applicant):**

\_\_\_\_\_

**On behalf of (Organisation's Name, address, postcode and telephone number):**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

*For school use only:*

*Date application received:* \_\_\_\_\_ *Amount to be charged per session* \_\_\_\_\_

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## BOOKINGS PROCEDURE CHECKLIST

On initial request, by telephone or other means:-

1. Assess suitability of applicant e.g. are they known to the school as a bad debtor?
2. Check availability of premises for the times requested.
3. Check availability of caretaker for the times requested.
4. Issue application, Conditions for the Hire of Accommodation and Scale of Charges to the potential Hirer (as attached).

Upon confirmation:-

5. Receive completed application form (mark date of receipt). Add if permission granted for use of school furniture/apparatus/other equipment or any other special permissions.
6. Book letting into diary with hirer's contact name and number.
7. Confirm with duty caretaker.
8. Notify Finance Office who will send invoice for booking as confirmation of acceptance. If let more than 4 weeks, invoices will be sent at 4 weekly intervals.
9. Receive any outstanding payment (where in two or more stages).
10. If payment not made before next due letting, further hires cannot take place.

After each letting:-

11. Duty Caretaker to undertake an inspection to check for damage to the Hired Premises, furniture, fittings, apparatus, appliances or other property during the period of the function/arising from the letting. Notify Director of Resources to determine amount of compensation due.

Policy reviewed and approved at FGB 6 Jul 15

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