



A M E S B U R Y

Lettings & Hire Charge Policy

LETTINGS AND HIRE CHARGE POLICY

1. Policy Statement

The School recognises and acknowledges that there is a duty to provide facilities for use for both the public and commercial usage outside of the normal hours of operation. The School shall be the final arbiter in allocation of facilities for use by hirers and shall determine the appropriate level of charges.

The School also recognises that this usage should be appropriate and be provided under strictly monitored conditions.

2. Purpose

This document seeks to establish the policy for the provision of the School and its facilities for letting to Hirers. It establishes the terms and conditions for that hire and set out the allocation and charging arrangements.

3. Scope

This policy applies to all lettings and hiring's where a charge will apply. It refers to the contract between the School and the Hirer. The policy only applies to those groups or individuals who are the 'Hirer' or participants in the activities for which the facilities have been let.

4. Responsibility

All Hirers and members of participating activities are expected to abide the terms and conditions of this policy.

Pupils – any pupils participating in these activities will abide by the terms set out by the 'Hirer'.

Visitors – Visitors to the School who are not participating are expected to abide by the terms of this Policy.

Vehicles – Any vehicles brought on to the premises for these activities are the responsibility of the owner.

Introduction

Amesbury regards the 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 the Governing Body is to support the school in providing the best possible education for its pupils, and any lettings of the premises to outside organisations will be considered with this in mind.

The school's delegated budget (which is provided for the education of its pupils) will not 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 reimbursed to the school's budget.

Definition of a Letting

A letting is defined for the purposes of this Policy as “a non-exclusive” licence use of the School premises (buildings and grounds) by either a community group (such as a local music group or football team), or a commercial organisation (such as the local branch of ‘Weight Watchers’). A letting must not interfere with the primary activity of the School, which is to provide a high standard of education for all its pupils.

Use of the premises for activities such as staff meetings, Parents’ meetings, Governing Body meetings and extra-curricular activities of pupils 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.

It is stressed that the letting is non-exclusive and that the School may enter and remain on the part of the premises that is subject to the letting at any time.

Management and Administration of Lettings

The Bursar is responsible for the management of lettings, in accordance with Amesbury’s policy. Where appropriate, the Bursar may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

If the Headteacher or Bursar has any concern about whether a particular request for a letting is appropriate or not, he will consult the Chairman of Governors who is empowered to determine the issue on behalf of the Governing Body.

The Administrative Process

Organisations seeking to hire School premises should approach the Bursar (or other designated members of staff), who will identify their requirements and clarify the facilities available.

A booking Agreement Form (a copy of which is attached to this policy) should be completed at this stage. The School has the right to refuse an application, and no letting should be regarded as “booked” until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.

Once a letting has been approved, an email of confirmation will be sent to the hirer by the school, setting out full details for the letting and enclosing a copy of the terms and conditions and the hire agreement.

The letting should not take place until the signed agreement has been returned to the school.

The hirer must be a named individual and the agreement must be in their name, giving their permanent private address. This avoids any slight risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure.

All lettings fees, which are received by the School, will be paid into the school’s individual bank account, in order to offset the costs of services, staffing etc. (which are funded from the school’s delegated budget).

Income and expenditure associated with lettings will be regularly monitored to ensure that at least a “break even” situation is being achieved.

Summary

1. The Bursar and Finance office staff will be responsible for all matters concerning lettings. Facilities will only be let where they are not needed for school purposes.
2. The aim of the Lettings policy is twofold: to generate income for the education of pupils; and to enable the provision of community facilities, which benefit pupils and their families.

3. No facility will be let to any person or organisation for a purpose, which in the opinion of the Headteacher or Bursar is inconsistent with the aims and values of the School.
4. No letting will be subsidised from the resources provided for the education of the pupils. All hirers will be required to demonstrate to the satisfaction of the Headteacher or Bursar that they have adequate insurance to compensate the School for any damage they may cause.
5. Requests for lettings must be notified to the School with details of
 - Hirer's name;
 - Facilities required;
 - Activity for which letting is required;
 - Date(s), duration and frequency;
 - Evidence of adequate Public Liability Insurance (a photocopy of the policy).
 - Safeguarding Policy
6. Lettings will be chargeable under one of two categories:

Cost recovery: this rate will apply to groups providing non profit-making facilities to the Community including pupils and/or their families, which in the opinion of the Bursar are supportive of the aims and ethos of the school. A charge covering the full cost will be levied including energy, any additional cleaning, caretaking, an allowance for wear and tear, the use of school equipment and administration. Where these costs can be shared between groups hiring facilities simultaneously the charge may be reduced to a level where costs are recovered;

Income generating: this rate will apply to all other lettings. In addition to recovering costs as in (a) above, lettings will be charged at such a rate as to generate income for the School.

The Bursar will calculate a schedule of costs for facilities, to be appended to this Policy, and will report annually to the Finance Committee on the operation of the Lettings and Hire Charge Policy, including the pattern of costs and income and any suggestions for amendment to the Policy.

Charges for Lettings

Amesbury is responsible for setting charges for the letting of the school premises. A charge will be levied which covers the following:

- Cost of services (heating and lighting)
- Cost of staffing (additional security, caretaking and cleaning) – including “on-costs”
- Cost of administration
- Cost of “wear and tear”
- Cost of use of school equipment (if applicable)
- Profit element (if appropriate)

Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the organisations involved.

The specific charge levied will be reviewed annually, during the spring term, by the Bursar for implementation from the beginning of the next academic year, with effect from 1 September of that year.

Current charges will be provided in advance of any letting being agreed.

TERMS AND CONDITIONS FOR THE HIRE OF AMESBURY SCHOOL PREMISES

All Terms and Conditions set out below must be adhered to and may not be varied without our written agreement. The “Hirer” shall be the person making the application for a letting, and this person will be personally responsible for all aspects of the letting and payment of all fees or other sums due in respect of the letting.

Status of the Hirer

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background.

The hire agreement is personal to the hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of creating any tenancy between the school and the hirer.

Persons may have to undergo, at the discretion of the Governing Body, a criminal record check via the Criminal Records Bureau (DBS).

If a particular letting involves contact with the School’s pupils, all personnel involved must be checked against List 99 and have a current DBS check, in accordance with legislation and current DfE guidance.

These checks must be made by prior arrangement with the Bursar, with at least half a term’s notice in advance to ensure that the checks can be carried out in time.

Any adults working with the School’s pupils (for example, at an after school sports club) must be qualified through a recognised, appropriate body.

Safeguarding

As part of Amesbury’s Safeguarding Policy, we require all clubs and community users to confirm that all adults working with children have a current DBS Certificate and are able to provide details of the clubs safeguarding policy.

General

No failure or delay by us in exercising any of our rights under this contact shall be deemed to be a waiver of that right. In the event of circumstances beyond our control resulting in us being unable to provide our services, we shall have no liability in respect of any losses or damages arising directly or indirectly from such circumstances. This Contract shall be governed by the laws of England.

Statutory Legislation

Amesbury is subject to statutory regulations, without limitation, liquor licensing, Fire Regulations, Health, Safety and Environment. Clients and their guests and any associated third parties must therefore comply with these requirements as may be directed and enforced by Amesbury. Any equipment brought to Amesbury premises by you, guests or third party contractors will be held to comply with all statutory requirements including Health & Safety regulations and to provide liability insurance, commensurate with the risks involved.

Priority of Use

The Head teacher or Bursar will resolve conflicting requests for the use of the premises, with priority at all times being given to school functions. Dates are confirmed. However, there may be days when these facilities are not available due to a 'last minute' School function and in the event of this happening; the Bursar's Office will give you at least two weeks' notice.

Attendance

The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approval given.

Behaviour

The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated.

Public Safety

Prior to the event, the Hirer will be made aware of all health and Safety and security issues through training/induction. The Hirer will then be responsible for the dissemination of this training/information to all supervisors of the event or letting.

The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits.

The Hirer should be aware that there is no provision for spectator facilities and within the agreement there should be no spectators allowed unless there is competition under the regulations of a sporting or other body. In this situation, liability for any risk or harm to spectators will lie with the Hirer.

The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct, (including the receiving and dismissal of pupils/participants) and – where applicable – the Hirer must adhere to the correct adult/pupil ratios at all times.

The Hirer should be aware of the Fire Safety Policy and emergency evacuation procedures. Any agent acting on behalf of the hire should be aware of all applicable public safety and security policies.

Own Risk

It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

Damage, Loss or Injury

The School has arranged appropriate public liability insurance to cover all legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. A pro-rata cost of the insurance premium has been included in the hire charge. Any damage or loss not covered by public liability insurance will be charged to the hirer.

Lettings for commercial, entertainment purposes will be subject to the hirer having suitable public liability insurance (evidence of which should be presented to School before the hiring).

Furniture and Fittings

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted.

In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.

School Equipment

This can only be used if requested on the initial application form, and if its use is approved by the School.

Appropriately qualified adults must supervise the use of any equipment, which is issued and ensure its safe return.

The Hirer is liable for any damage, loss or theft of school equipment they are using, and for the equipment's safe and appropriate use.

Grounds

No Markings may be made on the grass of the school playing fields or hard areas (e.g. car parks or playgrounds) without prior permission.

Dogs

No dogs are allowed on site at any time during the hire of Amesbury. The Caretaker will approach anyone with a dog and ask them to return to their car.

Key Holding

Should a key be required to enter the buildings a £10 refundable deposit per key will be required. A code is also required for entry through the security gates. The key is available from the Bursar's Office in advance of the event and must be returned within 7 days of the end of the hire period. The buildings used and the security gate must all be locked on completion of the booking. Please contact the Bursar's Office 48 hours prior to your booking to arrange entry into school outside of school hours.

Floodlights

If floodlights are required these are only available until 8.30pm and this must be adhered to, due to local residents.

Electrical Equipment

Any electrical equipment brought by the Hirer onto the school site **MUST** comply with the Schools code of practice for portable electrical appliance equipment. Equipment must either have a certificate of safety from a qualified electrical engineer or be inspected by the School. The intention to use any electrical equipment must be notified on the application.

Car Parking Facilities

Subject to availability, these may be used by the Hirer and other adults involved in the letting. No guarantee of availability is given. Please ensure all cars are parked in the academic car park via Hazel Grove (this is the second car park on the right hand side).

Toilet Facilities

Access to appropriate toilet facilities is included as part of the hire arrangements.

First Aid Facilities

There is no legal requirement for the school to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. Use of the school's resources is not available.

Food and Drink

No food or drink may be prepared or consumed on the property without the direct permission of the School, in line with current food hygiene regulations.

Litter

All litter must be placed in the bins provided.

Intoxicating Liquor

No intoxicants shall be brought on to or consumed on the premises, unless under the direct supervision of the licensee or a senior member of staff.

Gaming

No gaming is allowed in the School, except in accordance with the Gaming Act 1968, Section 41 when Gaming is carried out as an entertainment for raising money to be applied for purposes other than private gain.

Smoking

The whole of the School premises is a non-smoking area, and smoking is not permitted. This includes the car park areas. Please ensure all your guests are aware of this condition.

Heels and Shoes

No stiletto or any type of thin heel is to be worn. Appropriate footwear should be worn for all indoor sporting activities.

If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the premises.

Copyright or Performing Rights

The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify Amesbury School against all sums of money which Amesbury School may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

Sub-letting

The Hirer shall not sub-let the premises to another person.

Charges

Hire charges are reviewed annually and the current charges are set out in the Booking Agreement form.

Payment of Charges

Events for one day must be paid for in advance. All other charges must be paid within one month of the issue of invoices. The Invoice will be sent to the address given on the booking form at the end of the booking period. No other payments shall be made other than through the invoice procedure.

In some contracts payment in advance is required. This will be stated on the Hirers contract. In the event of late payment, Amesbury shall be entitled to charge interest on a daily basis at 2% above base rate (Bank of England)

Variation of Scales of Charges and Cancellations

The Hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by the Bursar on an annual basis) and that the letting may be cancelled, provided that in each circumstance at least 28 days notice either way is given.

Should you cancel your booking within 7 days of the start date of your booking, there will be a 100% cancellation fee.

Termination

In the event that you become bankrupt, cease to trade, have a receiver appointed or make any voluntary arrangement with your creditors, we shall be entitled to immediately terminate the Contract by giving notice in writing to you or your representative(s).

Security

The School will hire and pay for a person to be responsible for the security of the premises before, during and after the hire, and for the cleaning of the premises after its use. This cost will be included in the charge for the letting.

If no suitable person can be employed, then the letting will not be allowed or will be cancelled. Only named key holders may operate the security system. Keys should not be passed to any other person without direct permission of the Headteacher or the Bursar.

The Hirer will only have rights of access to those parts of the building described in the lettings agreement. Any unauthorised access to other parts of the building will be deemed a breach to security and dealt with accordingly.

Right of Access

The School reserves the right of access to the premises during any letting. The Headteacher, Bursar or authorised members of the School Staff may monitor activities from time to time.

Conclusion of the Letting

You will be responsible for ensuring the venue is left in the same condition as prior to the booking. Any damage to the venue will result in a charge to remedy the damage. Amesbury accepts no liability for the loss or damage to any equipment or personal belongings brought onto the property by you or your guests. **The use of Amesbury facilities is restricted to the facility booked and when on site external parties must be restricted to the areas close to the PAC/Sports Hall / MUGA area.**

Vacation of Premises

The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult.

Emergency Evacuation

All hirers should be aware of the emergency evacuation points from the part of the building they are hiring and the designated assembly points. All hirers should ensure that any other responsible adults are made equally aware of these.

In the event of an emergency evacuation the Hirer will be responsible for the evacuation of, and accounting for, all members and staff of the group involved. They should follow the usual emergency evacuation procedures and meet at the designated assembly points. The incident will be managed by the member of school staff on duty and the Hirer should follow the instructions of the incident manager.

Following an emergency evacuation, there should not be a return to the building until an 'all clear' has been given by the incident manager. In the event of it not being possible to return, once everyone has been accounted for, they should leave the site as quickly as possible.