

<u>Crompton House C of E School Sports Facilities</u>

Lettings Policy

Loving God - Caring for Each Other - Achieving Excellence

Introduction

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.

A charge will be levied to meet the additional costs incurred by the school in respect of any lettings of the premises.

Definition of a Letting

A letting may be defined as "any 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 and this will result in the premises being unavailable on certain dates.

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.

Administrative Process

Organisations seeking to hire the school premises should approach the Assistant Business Manager who will identify their requirements and clarify the facilities available. A **School Letting Request Form/Hire Agreement** or **Application for Hire of Sports Facilities/ Hire Agreement** should be completed at this stage. The Governing Body 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, a letter of confirmation will be sent to the hirer, setting out full details of 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 person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the Governing Body's current scale of charges. The hirer should be a named individual and the agreement should 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.



Terms & Conditions

All terms and conditions set out below must be adhered to. The "Hirer" shall be the person making the application for a letting and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

Persons may have to undergo, at the discretion of the Governing Body, a criminal record check via the Disclosure and Barring Service (DBS). If a particular letting involves contact with the school's pupils, all personnel involved must be checked against List 99 and undergo a DBS check, in accordance with the Department of Education guidance. These checks must be made by prior arrangement with the Business Manager, with at least half a term notice in advance to ensure that the checks can be carried out in time.

Application for Hire

- 1. Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background.
- 2. Applications for the hire of facilities including special requirements/equipment must be made to the Business Manager on the approved application form.
- 3. All excluded dates that are not required must be made in writing on the application form. If these dates are not stated on booking the hirer will still be charged for these dates.
- 4. There shall be no subletting of the hired facilities by the hirer.
- 5. The facilities must not be used for a period longer than the confirmed booking period unless otherwise agreed with the centre. If found to be in contravention of this regulation; the hirer will be charged the standard hire rate for that facility for the excess period.
- 6. All bookings should state full or half pitch, or it will be assumed that it is a full pitch booking and charged at full pitch rate.
- 7. When booking matches state exact times, the pitch is required.

Charges

- 1. For casual bookings of less than 10 weeks, payment must be made at time of booking request.
- 2. If a letting over-runs the time booked, an additional charge will be made.
- 3. For Block Bookings of 10 sessions or more must be paid:
 - a. In advance of a 10-week block booking if the hirer has less than 10 sessions per calendar month.
 - b. One calendar month in advance of any other block bookings.
 - c. All booking charges for facility hire must be paid within 14 days of receiving an invoice.



Cancellations

- 1. Block bookings of 10 weeks or more must submit 14 days written cancellation notice if they wish to cancel any of the hirer's sessions.
- 2. Casual bookings that have paid in advance are not eligible for a refund if they cancel or fail to turn up for their booking.
- 3. The school's management reserves the right to cancel any booking for repairs/maintenance, school events or health and safety reasons
- 4. The school's management reserves the right to cancel a booking with immediate effect if the booking is posing a risk to health and safety of themselves, the facility and others. No refunds of advance payment will be eligible for this immediate cancellation.

Responsibility of the Hirer for good order and safety

- The hirer shall ensure that activities are conducted in a manner that complies with all legislation, Crompton House customer code of conduct and general regulations of the building. The hirer shall be liable to Crompton House for any breach thereof as if such breach had been committed by the hirer.
- 2. The hirer shall ensure all users within the hirers booking, party, club, group or membership comply with the same conditions that apply to the hirer as stated previously.
- The hirer shall employ a sufficient number of stewards or coaches as required by the school to maintain good order during the hire and shall expel any person acting in a disorderly manner, or disobeying the instructions of the pitch supervisors/school managers.
- 4. Where the stewards or coaches require specific qualifications, it is the responsibility of the hirer to provide the relevant documentation/copies of certificates at the time of booking.
- 5. Equipment should only be used for the correct purpose intended and not altered by the hirer or any of their associates or invited members. Any required changes to equipment or layout must firstly be communicated to the lettings supervisor who must oversee and authorise these changes.
- 6. The intention to use any electrical equipment must be notified on the application. Electrical equipment must have been PAT tested by a qualified electrical engineer within the last 12 months.
- 7. Seating must not be rearranged or added to and all doors, entrances, corridors and exits must be kept clear and ready for use in the event of an emergency, and is the responsibility of the hirer to inform guests of the location of emergency exits and procedure in the event of a fire or other emergency.
- 8. The hirer should ensure they are familiar with the emergency exits and procedures in case of fire or other emergency prior to commencement of activities. See notices displayed around school.
- 9. The hirer should make a safety announcement before each session, informing members of the session of the whereabouts of the emergency exits and evacuation meeting points.
- 10. The hirer should not use the building or facilities for any purpose other than that it was intended for. Crompton House School does not guarantee the area of the facility hired is suitable for the purpose for which it is let and shall not be liable for any damages whatsoever in the event of the facilities being unsuitable or inadequate.

- 11. The lettings supervisor shall at all times during the hiring have free egress from the hire premises and instructions must be given by the hirer to permit his/her admission.
- 12. The hirer shall ensure that a person with appropriate first aid skills is present at the centre during the period of hire.

Indemnity

- All hirers who are deemed by the Business Manager to be offering a structured supervised session part of a business undertaking (including self-employed enterprise) or are under an affiliation to a governing body or club should indemnify Crompton House School against any claim for loss or damage, death or personal injury arising from the hirers or hirers members negligent or willful misuses of premises, including any damage, however caused by the hirer of the premises.
- 2. The above indemnity must be covered by public liability insurance for a minimum sum of £5 million. It will be necessary to produce documentary evidence of the cover effected when returning the booking form
- 3. All casual bookings cannot claim against Crompton House School for any injuries, loss of earnings through injury or injuries that result in death.

Breach of Regulations

1. If any booking period or period of hire is cancelled or terminated by the manager, as a result of a breach of any conditions (as to which the decision of the centre shall be final) the hirer shall remain liable for the charges due to that time, but without prejudice to any claim which the centre may have against hire arising out of such breach or otherwise.



Duration Of Booking Required

| APPLICATION FOR HIRE FORM / HIRE | | Period | | New | Renewal | |
|---|---------------------------------|--|---------------------------------|---|--------------------|---------------------|
| AGREEMENT | | | Annual: Sept to | Sept | | |
| Facility/Centre to be Hired | | 13 week Block more | Booking or | Start Date | End Date | |
| Full Name: | | | Bookings of les | s than 13 weeks | Start Date | End Date |
| Address: | | | Bookings of 10s | | _/_/ | _/_/_ |
| Post Code | | | Dates not requ | aired (Must be state | d here to avoid be | ing charged) |
| Telephone Number: Mobile: Email: | | | | | | |
| Name of Club/Group: | | | Estimated footfall per session: | | | |
| Type of Club Membership: Open to All Members Only | | | Age range & gender of users | | | |
| Type of Event: | | | Age range & ge | ender of users | | |
| | Day / Date | Areas Required School 30 | G, Full Pitch, Half | Tim | ie I | Facility |
| | | Pitch, 11v11, 9v9, 5v5 | | From | 0 | confirm approval |
| Booking Request's Please list all Teams, Age Groups. | | | | | | |
| Additional Requirem | ents eg. Goals, Tables, | Chairs, Cones, | | | | |
| Or b) An National Governing | affiliated group deliver. Body | ds/colleagues to partake in ing a structured session to include the collection of th | its members filiated to) Club M | YES TYES THE YES THE YES | NO 🗖 | |
| b) Copy of thec) Copy of youd) List of all or | | policy | | | | |
| as Treasurer/Se | ecretary to bind it by s | alf and on the behalf of the igning this application on House C of E School 3G pi | its behalf to comp | ly with and be b | oound by cond | |
| Signed | | Print Name | | Date _ | | _ |
| Payment Method One off event: YES | NO 🗖 Full p | REFUSED ayment must be made upon ness Manager, Crompton I | | COSTING Facility Co Staffing C Total hire *subject to | ost* charge* | |

Date



Sports Facilities Lettings Letting Request Form / Hire Agreement

| Name of Group or Organisation | | | | | |
|--|--|---|--|--|--|
| Registered Community Group | YES / NO | | | | |
| Community Registration No. (if applicable) | | | | | |
| Name of Applicant | | | | | |
| Address of Applicant | | | | | |
| Address of Applicant | | | | | |
| | | | | | |
| Telephone No | | | | | |
| Mobile No | | | | | |
| Email | | | | | |
| | | | | | |
| Rooms Required | SPORTS HALL | | | | |
| Nature of Activity | | | | | |
| Day Required | | | | | |
| Dates | From: To: | | | | |
| Time (delete as appropriate) | 6pm to 7pm 7pm to 8pm 8pm to 9pm | | | | |
| Organisation has own insurance (copy attached) | YES / NO (if yes please attach copy) | | | | |
| Organisation requires school to arrange insurance | YES / NO | | | | |
| Hourly Rate | £30.00 an hour (plus 10% if school is arranging insurance) | | | | |
| I confirm that the information given in this form is correct and I agree to accept the terms and conditions as outlined in the Sport Facilities Lettings Policy (copy attached). | | | | | |
| Signature of Applicant | Date | _ | | | |
| | | | | | |
| Letting Approved | | | | | |