

SCHOOL LETTINGS POLICY



APPROVING BODY	Headteacher
DATE APPROVED	March 2024
VERSION	1.0
SUPERSEDES VERSION	0.0
REVIEW DATE	September 2024
FURTHER INFORMATION / GUIDANCE	Section 42 of the Education Act 1986 Health and Safety at Work Act 1974

1. INTRODUCTION

We acknowledge section 42 of the Education Act 1986 that the use of the school premises at all times, other than during the school day, is under the control of the school.

We recognise the school premises are a valuable resource within the community and therefore we are very keen that they are used for the benefit of the local community. We realise that by letting the school premises we are promoting the school, not only locally, but in the wider community and also we are generating an income for the school.

Our Lettings Policy will aim to:

- Ensure that the use of school premises and facilities are effectively co-ordinated and managed without prejudicing the smooth operation of the school.
- Promote the use of school premises by the wider community.
- Give priority for established community providers of services for children and young people.
- Provide a clear statement of charges.
- Encourage a range of activities for children and young people.

2. LETTINGS

A letting is defined as the use of school premises during evenings, weekends and school holidays by parties other than the school.

We recognise our responsibilities under the Health and Safety at Work Act 1974 and will take all reasonably practicable steps to provide and maintain safe and healthy working conditions (on the school premises and during school-sponsored activities), equipment and systems of work for all our students, school personnel and visitors to the school.

We are aware that when a letting is organised by a local group, the school will 'seek assurance that the provider has appropriate safeguarding and child protection policies and procedures are in place; and ensure that there are arrangements in place for the provider to liaise with the school on these matters.'

We have a duty to 'ensure safeguarding requirements are included in any transfer of control agreement for lease or hire agreement, as a condition of use and occupation of the premises; and that failure to comply with this will lead to termination of the agreement.'

We understand that if we receive an allegation relating to an incident that happened when an individual or organisation was using the school premises, then with any safeguarding allegation, we will follow the school's safeguarding policies and procedures, including informing the LADO.

3. APPLICATION PROCESS

Applicants wishing to hire the school hall should return to the school main office:

- A completed and signed school lettings application form.
- A signed copy of the school Terms and Conditions agreement.
- A copy of the hirer's risk assessment relating to the intended use.
- A copy of the hirer's public liability insurance.

By signing the application form, the person is acknowledging and agreeing to adhere to all aspects and conditions of our school's Lettings Policy and Terms and Conditions of Hire.

A signed application does not guarantee the booking will be granted.

Where the booking application is accepted, the applicant will be sent an email or letter provisionally confirming the booking.

The 'hirer' should then pay the booking invoice, in full, 28 days prior to the date of the letting. This will then confirm the booking agreement.

Failure to pay the booking invoice within the time required will result in the booking application becoming void.

There will be no access to the premises before commencement of the period of hire. Hirers must therefore allow sufficient time for preparation before the event when booking the time and duration of the letting.

Hirers must have left the premises by the end of the booked period. Sufficient time must be allowed for clearing away and for all participants to leave the premises by the end of the booked period.

Availability of premises is negotiable. Hours of access requested will be specified as part of the booking acceptance confirmation.

The Headteacher or the Operations Manager has the power to terminate any hire agreement relating to the hire of the school premises.

APPENDIX A - CONDITIONS FOR LETTING

1. The Agreement

The school grants a Licence to the Hirer for the Permitted Use of the agreed facilities for the Licence Period on payment of the Licence Fee.

2. Access to School

The only entrance to the school premises shall be through the main entrance.

Unless previously agreed in writing, access to the school grounds and the use of furniture/ equipment in the school grounds is not permitted.

Bookings	Bookings can only be accepted when the lettings staff of the school is available.
Facilities available	<p>The following areas of the school premises are available for hire:</p> <ul style="list-style-type: none">▪ AGP▪ Football pitches▪ Dance studio▪ Drama studio▪ Sports hall▪ Main hall and stage▪ Changing rooms▪ Selected classrooms
Hire costs	The hire costs are per hour for any of the above.
Application form	The hirer's signature on the application form confirms his/her agreement of the conditions of the booking.
Responsible person	A named responsible person will be on the premises at all times and available during the period of the letting.
Public liability insurance	<p>The hirer must produce evidence of insurance prior to the event in order to cover any damage to:</p> <ul style="list-style-type: none">▪ The premises▪ Furniture▪ Fittings▪ Personal loss, damage or injury
Protection of the premises	<p>The hirer is responsible for any damage to the premises and for the good behaviour of all users.</p> <p>The hirer must not:</p> <ul style="list-style-type: none">▪ Place posters on the walls▪ Use nails, screws, tacks, bolts, or any form of adhesive on the walls or floor of the premises▪ Use articles deemed to be inflammable or explosive or giving an offensive smell▪ Use any oil, electric, gas or petrol engines.

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Personal Property	The school accepts no responsibility for the loss of personal property.
Safeguarding	If the activity involves children, the hirer must have in place appropriate policies and procedures for Safeguarding Children and Child Protection and agree to liaise with the school on these matters as appropriate.
Alcoholic drinks	Written permission must be given before alcoholic drinks are brought on to the premises for consumption. A magistrate's licence must be produced before drinks are sold on the premises.
Smoking	The schools no smoking policy must be adhered to at all times.
Food and drink	Written permission must be given before any food or drink is consumed in areas other than the designated social areas.
Licences	The appropriate licences must be in place before any alcohol is consumed or public entertainment performances are undertaken.
Cleanliness	All exterior and indoor areas will be left clean and tidy as found. All rubbish must be disposed of in black bin bags (to be supplied by the user) in the external bins or removed from site.
Booking period	The times of the booking period must be adhered to with all users leaving the premises in an orderly fashion. The hirer must allow sufficient time for setting up and clearing away.
Car parking	All car parking areas will be stewarded in a proper controlled manner.
Emergency access	All access points will be kept clear for emergency vehicles.
Furniture	No furniture or apparatus is to be used without prior permission.
Health and Safety	The hirer will comply with all health and safety requirements as shown by the school. It will be the responsibility of the responsible person to ensure that he/she is aware of the procedures required in the case of an emergency and he/she has sufficient assistance to be able to deal with an emergency or the evacuation of the school and its premises if required. The Hirer and nominated representative shall ensure that exits are available and remain unobstructed during the Licence Period. There is no legal requirement for the school to provide first aid facilities. It is the responsibility of the Hirer to make their own first

	<p>aid arrangements, such as the provision of a first aid kit, and the provision of first aid training for supervising staff.</p> <p>The Hirer must understand the school's fire evacuation procedures in the event of a fire or other emergency and be aware of fire exits and the assembly point.</p>
Equipment	The hirer will ensure that all equipment brought on to the premises complies with safety regulations by producing the necessary documentation.
Hazards	The hirer will inform staff of any identified hazards with staff taking the appropriate action.
Complaints	<p>All complaints made by the hirer will be dealt with by the Lettings Officer and Operations Manager. Likewise, the Lettings Officer and Operations Manager will deal with all concerns raised by the school.</p> <p>Music and noise levels are to be kept to a reasonable level, so as not to disturb any other persons in the school or local residents.</p>
Damage	The hirer is responsible for any damage to school equipment, fixtures and fittings.
Animals	Only guide dogs are allowed on to the premises.
Accidents	The hirer must report any accidents that occur during the letting.
Publicity	No advertising may be placed in any area of the school premises without the direct permission of the Operations Manager of the school.
Cancellations	<p>The booking will be cancelled by the school without prior notice:</p> <ul style="list-style-type: none"> ▪ In the case of unforeseen circumstances ▪ If is suspected that the conditions of hire have been broken by the hirer ▪ If it is felt the conditions of hirer are likely to be broken <p>If the hirer cancels less than four weeks before the event, then the full fee will be payable.</p>

APPENDIX A – APPLICATION FORM

APPLICATION FOR BOOKING OF FACILITIES

Please complete the following details and forward to:

Brookfield Community School
Chatsworth Road
Chesterfield
Derbyshire S40 3NS
Email: a.wagstaffe@brookfieldcs.org.uk
Tel: 01246 565826 (direct line)

Name of Club/Organisation:..... Age Group:.....

Name of Applicant/Contact:.....

Address:

.....

Email address:

.....

Tel: (Home) (Mobile) (Work)

I agree for you to give out my telephone number to public enquiries YES/NO

Alternative contact – Name..... No.

Facility Required: (Please tick relevant boxes).

☐ Artificial Grass Pitch

1	2	3
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☐ Football Pitch (Full size / $\frac{3}{4}$) Delete as appropriate.

☐ Sports Hall - Court

1	2	3	4
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☐ Cricket Nets

☐ Dance Studio

☐ Drama Studio

☐ School Hall

☐ Classroom

☐ Other

Please state Nature of Booking: (i.e. Football Training/Trials/Tournament)

.....

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Please list your preferred choices:

(Note that the completion of this form does not act as a confirmation of booking. We will however, endeavour to give clubs their preferred choices).

Option	Day	Times	Facility
1 st Option			
2 nd Option			
3 rd Option			

BOOKING TIMES INCLUDE SETTING UP AND TAKING DOWN OF EQUIPMENT

(Please note – Contract periods run from Sept to Aug)

Proposed Start Date of Booking:

Proposed Finish Date of Booking:.....

Dates to be omitted if any: (i.e. Bank Holidays, School Holidays)

.....

What is the average number of persons you expect to attend:

How many Males? How many Females?

Does your club / organisation have public liability insurance – Yes / No

(If yes, please attach a copy)

Where members are under 18 years of age clubs are required to produce evidence of current Charter Standard or equivalent e.g. Clubmark or a DBS Clearance number for all active coaches and helpers. **Please enclose copies with your application.**

Please complete the box below and return the whole booking form to the contact given immediately. A booking confirmation will be issued if accepted.

Application Certification

I have examined the Terms and Conditions of Hire relating to the use of the school facilities and agree that I, or the club I represent, shall be bound by and comply with the said Terms and Conditions of Hire.

I understand and agree that if I am applying for facilities on behalf of an unincorporated member's club or society then I and not the club or society am entering into a contract with the School and will be personally liable for the charges.

Signature of Applicant

Date

Name (BLOCK CAPITALS)

Position

APPENDIX B – TERMS AND CONDITIONS OF HIRE

Terms and Conditions of Hire

1. Interpretation

In these Terms and Conditions the following words shall have the meanings hereinafter in this clause respectively assigned to them:

“Manager” shall mean the Headteacher or his/her nominated representative of Brookfield Community School.

“The Hirer” shall mean the person/persons or body of persons making application for the use of the school facilities or any part thereof. Where the Hirer is an unincorporated members club or society, the Hirer shall be the person signing the application form.

“Period of Hire” shall mean the period during which the Hirer is entitled to use any part of the school facilities and at any time during which the Hirer shall use any part of the school facilities before or after such period.

“Date of Hiring” shall mean the day on which the Hirer is entitled to use any part of the school facilities.

“The School” shall mean Brookfield Community School

1. A contract shall be made between the Hirer and the school by the Hirer completing the “Application for Contract Booking of the Facilities at Brookfield Community School” and by the manager issuing a booking confirmation in accordance with the Terms and Conditions below.

2. The terms of the contract may only be varied by the School issuing revised terms in writing under the signature of the Manager.

3. Standard order forms issued by the Hirer will be accepted by the School only to assist the Hirer in dealing with its accounting arrangements for payment. Acceptance of an order from the Hirer which contains terms different from these herein does not imply those terms have been accepted by the School.

2. Scale of Charges

The charges for the use of any part of the school facilities are agreed and reviewed by the Governing Body on an annual basis. Any change in rate will be applicable from the 1st April.

3. Payment

- (1) Cheques must be made payable to “Brookfield Community School”.
- (2) For single bookings, payment shall be made on receipt of a booking confirmation and invoice issued by the Manager accepting the booking.
- (3) No booking is confirmed until receipt of a booking confirmation is received.
- (4) For block bookings, payment shall be due at the end of every month on receipt of an invoice.
- (5) If payment is not made in full by the Hirer in accordance with the booking confirmation issued by the manager, then
 - (a) An administration charge of £20.00 will be added to the account to allow for the School’s additional costs in administering the booking.
Followed by
 - (b) The School reserves the right not to make the facilities available to the Hirer without notice and in such circumstances the School will not be liable for any costs or other

expense incurred by the Hirer or other persons or bodies associated with the Hirer in connection with the booking.

4. Refusal and Cancellation

- (1) The School reserves the right
 - (a) To refuse any application as it may deem fit without stating any reason therefore; and
 - (b) To cancel any booking on giving 7 days' notice in writing under the hand of the Manager to the Hirer; upon any such cancellation the School will refund to the Hirer any monies paid in respect of the booking, but the School will not be responsible for any expenditure whatsoever in relation to the booking which the Hirer may have incurred or be liable to pay.
- (2) The Hirer may cancel the hire by issue of a notice in writing to the manager but if:
 - (a) The notice is received by the manager less than 7 days before the booking then the Hirer shall remain liable for the full hire charges.
 - (b) The notice is received by the manager more than seven days before the booking then no costs will be incurred.
 - (c) The Management reserve the right to cancel bookings due to inclement weather at short notice.

5. Transfer of Hire

The Hirer shall not transfer the benefit or burden of the contract thereof.

6. Admission

The Operations Manager or representative of Brookfield Community School shall specify the maximum number of persons who will be permitted to use the school facilities and have a right to refuse admission to or remove from the school facilities any person without stating any reason therefore.

7. Equipment and Premises

- (1) Any equipment used during the period of hire shall be returned to the place it was found at the end of the period of hire.
- (2) Any part of the schools facilities used during the hire shall be left in a tidy and orderly condition at the end of the period of hire.
- (3) The Hirer is held responsible for the effective supervision of the arrangements and activities in any part of the school facilities during the period of hire and for the prevention of disorderly behaviour. The Hirer shall comply with any reasonable request from the Manager or other person authorised by him/her to make such a request.

8. Advertising

- (1) No function or event shall be advertised or announced until the form of application has been accepted by the Manager and a booking confirmation is received by the hirers.
- (2) No person shall fix or exhibit any advertisement in or upon any part of the school facilities without previous written consent of the Manager, and for this purpose the Hirer shall submit advertisements for prior approval to the manager.

9. Indemnity

The Hirer shall:

- (1) repay to the School on demand the cost of reinstating or replacing any part of the facility or any property in or upon the facility which shall be damaged, destroyed or stolen or removed during the period of hire; and
- (2) indemnify the School against all claims, demands, actions or proceedings in respect of death or injury howsoever or by whosoever caused of or to any person (other than an employee of the School while carrying out his/her duties as such employee) which shall occur while such person is in or upon any part of the facility or arise from any accident or occurrence which shall occur when such person is in or upon any part of the facility or in respect of any loss or damage suffered or sustained by any person in consequence of such death or injury provided always that the foregoing provisions of this condition shall not apply to damage, death or injury occasioned by or in consequence of fire, explosion, bursting or overflowing form or of any heating, ventilating, lighting, electrical or water equipment or apparatus of the facility, unless such fire, explosion, bursting or overflow is due directly or indirectly to the act of a person other than an employee or agent of the School in the course of his duty as such employee or agent.

10. Lost Property

The School and their representatives shall not in any circumstances be responsible to the Hirer or any other person for damage to or the loss, theft or removal of any property brought, or left by any person (including the Hirer) in or upon any part of the school facilities (including any changing room or cloakroom). The Hirer shall indemnify the School and their representatives from and against all claims, demands, actions and proceedings in respect of any such damage, loss, theft or removal, or any loss sustained by any person in consequence of such damage, theft or removal.

11. Parking

Motor Vehicles shall not be parked and bicycles shall not be left in any of the exit ways of the Sports Hall and the School, their representatives shall not in any circumstances be responsible to the Hirer or any other person for damage to or the loss, theft or removal of any motor vehicle or bicycle (including the Hirer), the Hirer shall indemnify the School and their representatives from and against all claims, demands, actions and proceedings in respect of such damage, loss, theft or removal or any loss sustained by any person the consequences of such damage, theft or removal.

12. Footwear

No outdoor footwear shall be worn in the School Sports Hall and only footwear with non-marking soles shall be worn when in the School Sports Hall.

Only footwear in (Appendix D) is to be worn on the AGP. Failure to do so will result termination of your contract.

13. Gambling

The Hirer shall

Ensure that no gambling or any other objectionable conduct shall take place on the premises.

14. Licences

The Hirer shall

- (1) Obtain any necessary permission from the owners of copyright in musical, dramatic, literary and other works as required by the copyright Act 1956, and to indemnify the County Council in respect of any infringements of such copyright.
- (2) Complete and despatch to the Performing Rights Society Limited, on a form to be provided, a list of musical works, whether published or in manuscript, performed at the premises vocally, instrumentally or mechanically at entertainments for which a charge for admissions made.
NB: if the necessary form is not issued by the nominated representative of the school, a copy may be obtained on application to the Chief Education Officer, County Education Office, Matlock.
- (3) Secure a licence in accordance with the Theatres Act 1968 in respect of the performance of any play.
- (4) Secure a licence for the sale of intoxicating liquor.

15. Other

The Hirer shall

Where members are under 18 years of age clubs are required to produce evidence of current Charter Standard or equivalent e.g. clubmark or a DBS Clearance Certificate for all active coaches and helpers.

Agree to abide by other regulations as directed from time to time by the governors or the Local Education Authority.

16. Insurance

The Hirer shall

Agree to abide by the terms of the insurance policy taken out by the County Council to protect hirers of County Council and voluntary premises and to pay the first £250 of each and every claim in respect of damage to the buildings and contents (See 13 below).

17. Conditions of Insurance Policy

The Insurance provides indemnity to the Hirer in respect of any third party claim arising out of the use of the hired premises. It applies only where legal liability exists and operates where following an accident a visitor or any person except an employee of the hirer suffers personal injury or damage to or loss of personal property. Claims are payable up to an amount of £2,500,000 for any one incident. Employees of the Hirer are covered in respect of damage to or loss of personal property.

The insurance also indemnifies the Hirer against legal liability for damage to the hired building up to an amount of £50,000 or up to £2,500,000 in respect of fire damage. The Hirer is, however, liable for the first £250 of each and every claim.

18. Breach of Terms and Conditions

If the Hirer shall fail to observe or perform in any respect the terms and conditions herein before stated the School may without notice determine the Hirer's rights under contract. Such determination shall not release the Hirer from any of his/her obligations under the contract or affect any right or remedy which the school may have under the contract or otherwise.

APPENDIX C – FEES AND CHARGES

Brookfield Community School**Fees and Charges 2023/24**

Facility	Period	Cost (£) Adult	Cost (£) Junior
Artificial Grass Pitch (1/3 rd)	Per hour	33.00	28.00
Artificial Grass Pitch (Full)	Match Fee (2 hour)	76.00	76.00
Sports Hall (Full)	Per hour	36.00	32.00
Sports Hall (Per Court)	Per hour	9.00	8.00
Football Pitch (Grass)	Match Fee (max 3 hour)	63.00	48.00
Dance Studio	Per hour	27.50	22.00
Drama Studio	Per hour	27.50	22.00
School Hall	Per hour	27.50	22.00
Classrooms	Per hour	15.00	13.00
Indoor Cricket Nets	Per hour	54.00	41.00

Cancellation by the hirer: If the hirer cancels a booking with a minimum of seven days' notice no charges are applicable, less than seven days' notice the full hire fee will be charged.

Cancellation by the school: If the school has to cancel bookings, the hirer will not be charged.

All the above prices are ex VAT. VAT will be charged as applicable.

Advance Block bookings of more than 10 sessions are exempt from VAT.

Booking times include set-up and clearing of equipment as appropriate.

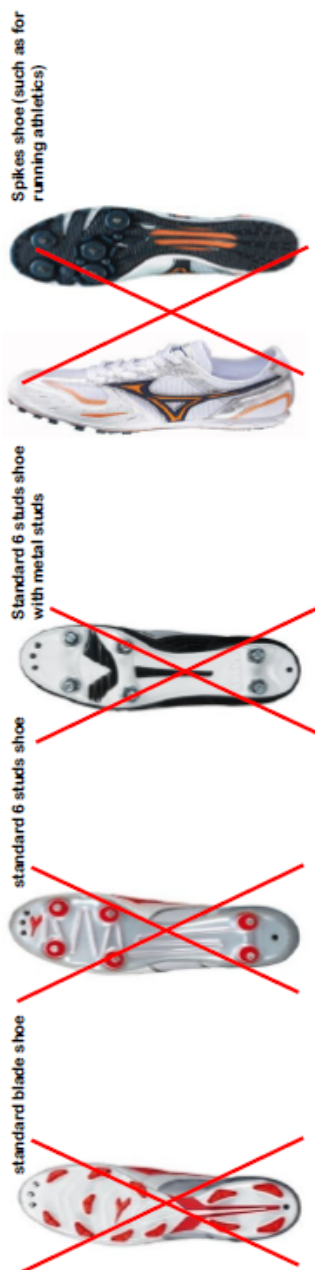
APPENDIX D – FOOTWEAR

INSTRUCTIONS FOR SHOE WEAR

Models of footwear **ALLOWED** for use on Brookfield Community School Artificial Grass Pitch, in order of preference:



Models of footwear **NOT ALLOWED** for use on Brookfield Community School Artificial Grass Pitch.



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