

# **Brine Leas School**

## **An Academy**

### **LETTINGS POLICY**

The school is a central part of the larger local community and as such we welcome the letting of our facilities by the local community. The following areas are available for hire purposes: Main Hall, Sports Hall, Gym, Drama Studio and various Classrooms.

#### **PRICING POLICY**

Under the direction of the Governing Body, BLS has devised a level of charges for each of the areas available for hire. The prices are comparable with other schools and colleges within the South Cheshire area. It is envisaged that any excess income will be used to improve general facilities around the school. All facilities will be available to users such as schools, affiliated clubs and constituted associations. All bookings will be paid on receipt of invoice at the end of the month of usage. Failure to settle an account in full will result in the remaining bookings being cancelled and the school seeking financial redress.

The charges for occasional use booked by individuals include an element to cover insurance costs where individuals do not possess Public Liability insurance. These bookings must be by prior agreement with the Facilities Manager.

A discount scheme is in operation for local residents of Nantwich; the Finance Assistant must see proof of residency.

All bookings must have a responsible person over 18 years of age as leader. Any leader in charge of persons under 18 years of age must be DBS checked and the school will request sight of this form. Any group wishing to hire a facility should contact the Facilities Manager who will send them a lettings pack (see Appendix A). The group leader will be required to complete and sign all the necessary forms included in the pack for administration and insurance purposes. The school has devised its own conditions of hire and this will be used in conjunction with our insurers advise for use and hire of facilities. All documentation must be completed and returned before a booking is confirmed. All lettings of sporting facilities will be at the discretion of the school.

#### **STAFFING ORGANISATION**

Under the direction of the Governing Body, the Facilities Manager will have control of the day to day running of lettings, he will be the point of contact for all lettings in school. All invoices will be issued through the school's Finance department on a monthly basis. All income from lettings will be paid into the lettings account in the delegated budget. Administration costs have been included in the pricing charge.

The Facilities Manager or a caretaker will be on site at all times during the booking period to comply with insurance regulations and ensure that the facilities are fit for purpose with the exception of one letting, namely Cheshire Cricket Board. This letting takes place from January until April on Sundays between 9.00 am and 5.00 pm. Risk Assessments, control measures and an individual bespoke Lettings Procedure have been put into place to allow this letting to take place (see checklist in Appendix 2). Both the school representative and group leader must sign a declaration that states that the facility is in good order at the start and end of each session.

This document will be retained in school for insurance purposes. Caretaking costs have been built into the pricing charge.

The school premises will not be let if there is any reason to believe that any individual or organisation involved in the letting may bring the school's name into disrepute. The school's Prevent Duty will also apply to any lettings arrangement.

The School has a Premises licence and is therefore suitable for functions where this is required, e.g. play/concert/party. The cost of any security services deemed necessary at the function will be charged to the user. The user will be advised of additional charges at the time of booking.

All organisations hiring any part of the school premises must provide proof of Public Liability Insurance.

All individuals/organisations hiring any part of the school's premises must conform to Health and Safety regulations, as set out in the Conditions of Hire within the Application for Booking Pack.

This policy will be reviewed and ratified by the Governing Body on an annual basis.

2023-24

### Tariffs for lettings of facilities at Brine Leas School

	Group Bookings (Hirer must have Public Liability insurance)	Occasional Use Rate (includes insurance)	Facilities available by prior arrangement Rates subject to confirmation
	Per Hour	Per Hour	
Classrooms	£13.25	£15.25	<p>Times are 6.00pm – 9:30pm Monday to Friday (School/Bank holidays by prior agreement only)</p> <p>Saturday 9:30am – 5.00pm Sunday By prior agreement only</p> <p>Please contact the Facilities Manager to discuss any requirements for sports, meetings, clubs and family parties that the school may be able to accommodate</p>
IT Suite	£17.00	£20.50	
Gym	£31.75	£33.75	
Sports Hall Exclusive with use of showers / changing facilities	£50.00	£52.00	
Standard Football pitch 90 minute game	£35.75	£38.25	
Tennis Courts per hour	£5.00	£5.50	
Outdoor Cricket pitch	£35.75	£38.25	
Main Hall	£31.75	£33.75	
Use of Staging/Lighting	£16.25	£16.25	
Use of Kitchen facilities (Boiling Water/washing up only)	£16.25	£16.25	
Drama Studio	£16.50	£19.50	

Bookings for the Sports Hall or Gym may be subject to a 10% discount if the organiser (person accepting responsibility) is a Nantwich resident (evidence of residency – i.e. utility bill, council tax statement etc. must be seen for audit purposes).

Bookings will be confirmed when the booking form and relevant documents are returned to the Finance Office.

The cost of any security services deemed necessary at the function will be charged to the user. The user will be advised of additional charges at the time of booking.

Sports bookings for a period of 10 weeks or more will not be subject to VAT.

Some bookings may be subject to payment in advance.

Please return booking form and all documentation by post or email to:

Finance Office  
Brine Leas School  
Audlem Road  
Nantwich  
Cheshire  
CW5 7DY

Tel: 01270 625663  
Fax: 01270 610373  
Email: [lettings@brineleas.co.uk](mailto:lettings@brineleas.co.uk)  
Site Team Tel: 01270 616961 (during school hours)  
07816 681692 (out of school hours)

<b>Reviewed &amp; Updated by:</b> J Evans	<b>Date:</b> 3 <sup>rd</sup> September 2023
<b>Previously reviewed by:</b> K Brookes	<b>Date:</b> October 2021
<b>Approved by Governors:</b> 22.11.23	<b>Review:</b> Autumn 2024

## BRINE LEAS SCHOOL

### CONDITIONS OF HIRE

#### 1 DEFINITIONS

The School means **Brine Leas School**

The School Premises means **Brine Leas School, Audlem Road, Nantwich, Cheshire, CW5 7DY**

The Hirer means .....

Application for hire of facilities must be made to the Finance Office

Registered users will be invoiced for their hire charges at the end of the month of use, payment is strictly 7 days from date of invoice.

In the event of the charges not being paid in accordance with these conditions, all further periods booked by the hirer will be cancelled upon written notice given by the Business Manager, and the School will seek to recover the debt.

**Please note** that **change over** times are included in the hour session and it is School policy that failure to adhere to these guidelines will incur a financial penalty of a half-hour charge.

There will be no sub-letting of facilities.

Hirers wishing to book facilities in order to provide private coaching to individuals must inform the Facilities Manager at the time of the application, he will decide if such a booking is appropriate. Failure to comply will result in immediate cancellation of the booking.

The hirer must be 18 years or over.

#### 2. GENERAL CONDITIONS AND OBLIGATIONS OF THE HIRER

**The Hirer shall:-**

- a. not use the School Premises or the relevant part thereof other than for the purposes and the times stated on the application form.
- b. accept that this agreement is not assignable and no other person or organisation shall be permitted to use or share the School Premises under the terms of this Agreement. It constitutes the permission only to use the School Premises and confers no tenancy or other right of occupation on the hirer.
- c. comply with and observe the School's no-smoking policy on all parts of the School Premises including its grounds (not just in that part of the School Premises hired under this Agreement).
- d. not use the School equipment without the School's written consent.
- e. not permit any animals to be brought onto or kept on the School Premises.

- f. ensure that cameras are only used on the School Premises with the permission of the School and acknowledge that mobile phones are not permitted in the changing areas.
- g. ensure that they do not allow any drunkenness, disturbance or disorder on the School Premises, and that at all times good order is kept on the School Premises.
- h. ensure that all property brought onto the School Premises during each hiring is removed on the expiration of the hiring or each session of use. The School shall not be responsible for any property left behind and reserve the right to charge extra while it is on the School Premises.
- i. be responsible for the conduct of visitors for that booking and as such shall be liable for any claims for damages that may arise that do not fall within the responsibility of the School itself.
- j. be responsible for maintaining acceptable standards of behaviour and noise levels by their patrons both inside and/or outside of the facility being used.
- k. ensure that no footwear shall be worn which could damage the surface of any floor. Any marks from black shoes must be removed at the end of each hiring/session of use.
- l. accept that the School may put a stop to any activity on the School Premises which in their opinion is not properly conducted or which may infringe the hirer's obligations set out in this Agreement and shall be entitled to cancel the booking whether before or during the hiring without notice or refund of any fees paid.
- m. ensure that no exits are blocked or chairs or obstructions are placed in corridors or fire appliances are removed or tampered with and the hirer shall ensure that users of the School Premises are aware of the locations of emergency exits and fire-fighting equipment. The hirer shall co-operate in fire drills from time to time.
- n. ensure the School Premises is left in a clean and orderly state at the end of the hiring or each session of use, in particular toilets, changing rooms and kitchen areas.
- o. ensure that the playground is not used for parking other than with the specific consent of the School.
- p. the school premises will not be let if there is any reason to believe that any individual or organisation involved in the letting may bring the school's name into disrepute.
- q. ensure that nothing shall be done on the School Premises which shall endanger other users or invalidate any insurance cover relating to the School Premises.
- r. at all times during the hiring comply with the School's security, fire and health and safety arrangements as brought to the hirers attention and ensure that any specific instructions in relation to site security are carried out in accordance with such instruction, the hirer must be responsible at his/her own expense for carrying out his/her own risk assessment with regard to the hiring.
- s. ensure that no slogans, advertisements, flags, emblems or decorations shall be displayed outside the School Premises whether affixed to the same or free standing without prior written consent.
- t. The hirer will be directly responsible to the Head Teacher and Governing Body for the proper use of the school premises and must agree to reimburse the school for all expenses incurred in reinstating any damage to the premises, furniture, fixtures or fittings, including the removal of litter or additional cleaning required caused by the Letting.
- u. the hirer must comply with all conditions attached to the Premises Licence. A copy of each such licence may be seen on application to the School and the hirer shall be deemed to have had notice of all such conditions and shall indemnify the School against all losses, costs, damages and expenses resulting from any failure to comply with the same.
- v. not to bring onto the School Premises, or sell, or permit to be sold on the School Premises, any alcohol or any other liquid or refreshments, without the prior consent of the School, and in any event to strictly comply with all legal requirements regarding the sale and consumption of alcohol liquor, the performing of plays and the exhibition of cinematograph films, and not infringe any copyright subsisting under the Copyright Act 1956.

The School shall be entitled to require proof that the provision of this clause has been complied within 48 hours before the hiring. All legal requirements of Gaming and Lottery legislation shall similarly be observed without infringement.

- w. ensure that all scenery and costumes used for stage performances and the like are fire-proofed.
- x. if the hiring includes the use of the School kitchen ensure compliance with all such conditions as the School may prescribe at the time of the hiring.

### **3. All clubs involved in the instruction of persons under the age of 18 should adhere to the School's Child Protection Policy**

- a. The hirer must ensure that any activities involving children and/or vulnerable adults comply with all statutes, byelaws and regulations relating to public use of the School and all relevant legislative, local Children's Services, local authority, OFSTED and School requirements and policies as are appropriate.
- b. The hirer must be aware that the person(s) in charge of anyone under 18 years of age must be DBS checked and provide us with proof of this. We reserve the right to refuse any application for hire if proof cannot be provided.

### **4. Risk Assessment**

- a. A Risk Assessment must be completed to show due consideration, by the hirer, of the risks likely to be encountered during the proposed activities of the letting should be prepared and available.
- b. Only electrical equipment that has a current certificate of electrical testing can be used on the school premises. Ensure that any lights or other electrical apparatus which shall be connected to the electrical installation in the School Premises shall be properly insulated and fused and electrical plugs and sockets shall not be overloaded. All must be fully electrically tested and comply with the current *Electricity at Work Regulations*. No unauthorised appliances shall be brought onto the School Premises or used in them.
- c. An Individual, Club or Organisation hiring a facility shall ensure the presence of suitable persons to carry out proper supervision for all elements of safety.

### **5. Insurance**

- a. The hirer must maintain Public Liability insurance in the sum of five million pounds per claim.
- b. The hirer must pay all premiums or other costs arising in the provision of such policies of insurance referred to above. A copy of such insurance cover must accompany the application form and be submitted to the School at least 48 hours before the hiring.

*(Note to School: The only exception to the above insurance requirement is if the hirer is an individual person hiring for sole use, or a loose-knit group using the building for the benefit of the community. In these circumstances the Agent can exempt the hirer from the need to have Public Liability insurance, providing risk management controls are in place. For the loose-knit community groups a risk assessment must be completed by the hirer for the activity itself and submitted with the booking form)*

## **6. Liabilities**

- a. For the avoidance of doubt, the School management reserves the right to enforce all of the rules and regulations of the School, the School does not accept any responsibility for the loss or theft of, or damage to articles and or personal belongings from the School Premises, and the School reserves the right to amend or add to the regulations and conditions of hire herein at any time.

## **7. Complaints**

- a. If the hirer has a serious complaint, then this should be referred to a member of School staff immediately.

## **8. Disclaimer**

- a. The School management reserves the right to enforce all of the rules and regulations of the School. The School does not accept any responsibility for the loss of, or damage to personal belongings.

## **9. Cancellation**

- a. In the event of the hirer cancelling or failing to take up any period booked, except with prior notice of at least 24 hours, the party shall be liable to pay the charge for that period booked.
- b. The School will endeavour to give at least 24 hours notice to the hirer should the school have to cancel this hire agreement, though in some circumstances this may be beyond the control of the School.

## **10. Termination of Agreement**

- a. This Agreement may be terminated by either party giving to the other party one month's notice in writing.
- b. Notice to have immediate effect may be served by the School on the hirer in the event of misuse, damage caused to property, fixtures and fittings or damage to persons or other fundamental breach of these terms and conditions.

## **11. Prevent Agenda**

- a. Under our Prevent Agenda duty, all booking forms will be checked with care and the school reserves the right to decline a booking and/or report any issues to the Police.

**Individual Lettings Policy for Cheshire Cricket Board**

The following will be checked every Sunday by the member of Brine Leas Site Team on call when they unlock the premises for the letting:

Who is the member of Brine Leas Site Team on duty? \_\_\_\_\_

Who is the Lead person from the Cricket Board \_\_\_\_\_

The above person must accept responsibility to call the emergency services \_\_\_\_\_

The above person must report any emergencies to the site team member on call \_\_\_\_\_

A gate key must be shown or the spare signed for \_\_\_\_\_

Who is the registered first aider? \_\_\_\_\_

The above person has been made aware of the location of the defibrillator \_\_\_\_\_

The community mobile telephone is present and must be signed for \_\_\_\_\_

The site team member of staff on duty must share their contact telephone number \_\_\_\_\_

Are you satisfied with the facilities and would like to proceed with the letting? \_\_\_\_\_

**On locking the premises:**

Have any emergencies been reported? \_\_\_\_\_

The Community mobile telephone has been returned \_\_\_\_\_

The spare gate key is present \_\_\_\_\_

Signed on behalf of Brine Leas School \_\_\_\_\_

Signed on behalf of Cheshire Cricket Board \_\_\_\_\_

Date \_\_\_\_\_