

	<b>POLICY TITLE:</b>	<b>Lettings</b>
<b>Kingsmead Academy T/A Kingsmead School</b>		
<b>Committee/Person Responsible for Policy:</b>		Director of Finance & Operations Site & Buildings sub-committee
<b>Date Approved by Governing Body:</b>		October 2019
<b>Date of Last Review:</b>		Term 1 2019/20
<b>Next Review Due:</b>		Term 1 2021/22

**POLICY STATEMENT:**

As a school, Kingsmead seeks to be at the heart of its community.

We believe that local groups should have access to the school facilities and be integrated when possible with the day to day working of the school. We actively promote and encourage such use.

This policy is based on the core values of Kingsmead School.

CARE

Kingsmead School will ensure facilities are maintained and checked on a regular basis.

ASPIRATION

Kingsmead School seeks to be at the heart of the community and to provide facilities that are not available elsewhere within the immediate area.

DETERMINATION

Sport encourages and promotes determination. By letting school facilities we hope that the community has the opportunity to participate in more sporting activities.

**OBJECTIVE**

Our overall objective is to maximise the use of the school building, site and resources by both school and community groups.

The school shall have priority.

**AIMS**

The policy and procedures concerning Lettings should be clear and concise and available in a format for easy distribution to interested parties.

**PROCEDURES**

October 2019 – Lettings  
 Author: Director of Finance and Operations

School use is defined as any activity involving staff, students and governors as part of the curriculum or management of the school. Also included are extra curricular activities and work being undertaken by groups who raise funds for the school e.g. The School Society; Zambia Exchange fund raising. For those activities no charge shall be levied except to cover any direct costs such as cleaning or caretaking as necessary.

Broader educational use is defined as use by Adult Learning and Leisure and other affiliated groups. The full rate shall be charged but in order to encourage community use a concessionary price may be quoted if there is multiple occupancy.

For all other use the full rate specified shall be charged except under special circumstances as agreed by the school.

If the school is hired for business purposes (i.e. to make a profit) then a premium fee will be charged. This fee will be negotiated as required.

### **MONITORING**

The operation of the policy will be monitored throughout the year and reported annually to the Governors' Site and Buildings and Finance Committees.

### **REVIEW**

The policy will be reviewed bi-annually in line with the Governors' program for policy reviews. This review will include the scale of charges and the amount of use in the preceding year.

# CONDITIONS OF HIRE

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1. In these conditions,
  - a) “the Hirer” has the meaning defined at paragraph 3 and 4 below;
  - b) “the facilities” means the premises and/or equipment forming part of or belonging to Kingsmead School which the Hirer has identified on the application form.
2. All applications for the hire of the facilities must be in writing on the official application for hire form.
3. The person signing the application form shall be deemed to be the Hirer and must be over 18 years of age.
4. Where the Hirer indicates that he or she signs the application form on behalf of any club or organisation, that club or organisation shall also be deemed to be the Hirer and shall be jointly and severally liable with the applicant for any breach or non-observance of these conditions.

Should there be any default of payment by that club, the person signing the form shall be deemed personally liable.

5. The facilities will be used solely for the event described on the application form. If this booking relates to a regular and continuing booking this one undertaking shall be binding for all occasions when the facilities are used.
6. The Headteacher or his representative may refuse admission to any person without giving any reason for doing so and may similarly require any person to leave the premises of the establishment.
7. The Hirer will be responsible for the provision of all such information, instruction and supervision as is necessary to ensure the safety of any activity for which the facilities are used.
8. The behaviour of all persons attending at the establishment for this booking is the responsibility of the Hirer.
9. Kingsmead School shall not be liable for any loss or damage to any property arising out of the hire of the facilities unless such loss or damage arises solely from the negligence of Kingsmead School.
10. The Hirer shall be responsible for all damage or loss to any fixtures, fittings, sports or other equipment or property occurring during the period of the hiring however and by whom so ever caused.
11. Details of the insurance arrangements which Kingsmead School is able to offer are attached. Hirers should consider and effect such cover by way of insurance they may deem necessary for risks not mentioned.

12. The Hirer must familiarise themselves with the emergency procedures for fire and carry them out to the best of their ability. Details are displayed in each room. The provision of First Aid is the responsibility of the Hirer.
13. The facilities must be clean and tidy and all equipment must be put back after use. If the facilities are not cleaned to the reasonable satisfaction of the caretaker the Hirer will be responsible for any payment necessary to have them cleaned and this sum will be added to the invoice.
14. A qualified supervisor should be present during all activities of a hazardous nature, i.e., karate, trampoline, gymnastics, judo etc or any activity which involves persons under the age of 18 years. It will be the responsibility of the Hirer to ensure that an appropriate Risk Assessment is carried out.
15. The Hirer is solely responsible for the adequacy, suitability and safety of all equipment brought on to the facilities.
16. The school will not permit the consumption of alcohol on the premises without the Hirer obtaining written permission in advance of the hire period. It is the sole responsibility of the Hirer to obtain any relevant licence for the sale and consumption of alcohol. It is the sole responsibility of the Hirer to obtain any necessary licence for the playing of pre-recorded music or any other activity requiring a licence.
17. The Hirer must ensure that there are sufficient stewards to prevent unauthorised persons from entering the facilities and to ensure that guests are restricted to the facilities as booked.
18. It may be necessary for the school to cancel or postpone this hiring. In that event the school shall not be liable for any consequential loss that Hirer may sustain.
19. A Refundable Deposit is required (see Application for Hire sheet)  
Invoices for lettings will be produced at the end of each month. Payment is required within 28 days.
20. Kingsmead School is a non-smoking site. This includes all buildings and grounds.
21. The school reserves the right to vary these conditions at any time without notice or to make special arrangements in any particular case.
22. Authority to accept, cancel or postpone a booking shall rest with the Governing Body. The Headteacher has been duly authorised to act on their behalf in this regard and the Headteacher's decision shall be final.
23. Although the school has parking facilities the parking of vehicles is at the owner's risk.
24. Governors reserve the right to vary Lettings Charges at any time. Hirers shall be notified of any changes prior to implementation.
25. Any regular booking will still incur fees in the case of short term cancellation.
26. None of the provisions of this Agreement are intended to, or will operate to confer any benefit pursuant to the Contract (rights of a third party) Act 1999 on a person who is not named as a party to this Agreement.

# LETTING OF KINGSMEAD SCHOOL

## INSURANCE

Subject to the Exclusions mentioned below, Kingsmead School is able to offer the following cover by way of insurance for hirers of the school on a casual basis:-

The Limit of Indemnity for any claim or number of claims arising out of any one event (meaning one occurrence or a number of occurrences resulting from or attributable to one source or original cause) is £2,000,000

## EXCLUSION

The above insurance arrangements **DO NOT** apply to Commercial Organisations such as a trading company promoting an exhibition or promoters of professional entertainment on the School's premises. Such hirers are expected to have made their own insurance arrangements.

1. This statement is only a summary of the position. If required, fuller details of the insurance cover may be obtained from the school.
2. All activities of staff, governors and parents/teachers association, which are directly related to the running of the school (included fund raising activities) are covered by the School's insurance.
3. It is required of the insurance cover that all reasonable precautions be taken to prevent accident, loss, damage or injury.
4. Kingsmead School is unable to insure hirers against their responsibility to their own employees. Hirers must make their own arrangements as required by the Employer's Liability (Compulsory) Insurance) Act 1969.
5. Kingsmead School does not provide insurance for other risks of hirers, e.g., loss of money, tickets, etc or arising from the cancellation of a hiring. Hirers must take whatever steps they deem necessary to protect themselves against such risks.

## CLAIMS

All claims under these insurance arrangements must be made to the school

<b>LETTINGS CHARGES 2019</b>	
	<b>Cost p/55 mins (£)</b>
<b>Sports Hall (inc Changing Facilities)</b>	30.00
Half Hall (if Shared)	15.00
<b>Gym</b> (including changing facilities)	25.00
<b>Main School</b>	<b>Per Hour</b>
School Hall	25.00
Kitchen Servery for serving drinks only (charge per hiring)	12.00
Drama Studio	25.00
General Classroom	10.00
Specialist Classroom i.e. Computer Room	12.00
<b>School Field &amp; Tennis Courts</b>	
Tennis Courts	10.00
School Field – price on application	

#### **Seating Capacity in Hall and Balcony**

<b>Hall</b>	<b>240</b>
<b>Balcony</b>	<b>180</b>
<b>Seating at Tables</b>	<b>115</b>
<b>Dancing with Seating at Tables</b>	<b>145</b>

**APPLICATION FOR HIRE** – This should be read in conjunction with the Conditions of Hire attached to this application.

I hereby apply for the use of the facilities detailed below:

Type of Event: .....

Club/Organisation .....

Facilities required: .....  
(Refer to Lettings Charges document attached to this Agreement)

Date required: ..... Approximate number of people: .....

Times of access to site for preparation: From: ..... To:.....

Times of function: From: ..... To: .....

Equipment/Furniture/Services e.g. Seating, assistance of Caretaker, Technician etc. required:

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Equipment, etc to be brought onto premises by Hirer (if any): .....

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Qualification of Hirer (if relevant) see No 14 of Conditions of Hire: .....

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Hirer's Name: .....

Address: .....

..... Postcode .....

Telephone No: ..... Email: .....

Address: For Invoice if different from above .....

.....

..... Postcode.....

INSURANCE – Please delete as appropriate

- Our organisation has its own insurance.  
(Please enclose a copy of the Insurance Certificate)
- Our organisation will require Kingsmead School insurance cover for this letting

REFUNDABLE DEPOSIT

- A £50 deposit is required and will be deducted from the final invoice total as long as no loss or damage to the premises or contents has been incurred as a result of the hiring.

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I have read and agree to be bound by the **Conditions of Hire**

Signed in a personal capacity and on behalf of .....

Signed: ..... Date .....

**\*\* PLEASE NOTE THAT THIS SCHOOL IS A NON-SMOKING SITE\*\***

Please return this form to Loo Fudge  
at Kingsmead School

Office Use Only

<i>Area Booked</i>	<i>Price per Hour</i>	<i>Number of Hours</i>	<i>Total</i>