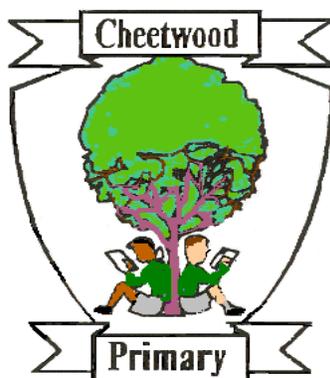


CHEETWOOD COMMUNITY PRIMARY SCHOOL



SPACE
FOR SPORT
AND ARTS

LETTINGS AND CHARGING POLICY TERMS AND HIRE AGREEMENT



Approved by the Resources Committee

Signed *Humaira Sheuib*

Chair of Resources Committee 12/02/2020

To be reviewed Spring Term 2021

LETTINGS & CHARGING POLICY

INTRODUCTION

The Governing Body regards the school 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 a high standard of education for all its pupils and any lettings of the premises to external agencies/providers/groups/organisations will be considered with this in mind.

A charge will be levied (where appropriate) to meet the additional costs incurred by the school in respect of any lettings of the premises to ensure that the school budget does not subsidise the cost of a letting.

DEFINITION OF A LETTING

A letting is 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")'.

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 schools lettings manager*, who will confirm requirements, clarify the facilities available and provisionally agree whether the letting can occur. The hirer will then need to complete a School Letting Request Form and also read and sign a copy of the terms and conditions of Hire. 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, written confirmation will be sent to the hirer, setting out full details of the letting. 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, enclosed within this policy. Payment should be made at least seven day in advance of the hire date.

The hirer should be a named individual and the agreement should be in their name, giving their permanent private address.

CHARGING for COMMUNITY USE OF FACILITIES

Community users of facilities over the age of 16 shall pay the provider 'Cheetwood Community Primary School' the cost of hiring the facilities at the standard user rates. In order to receive concessionary hire rates proof of status will be required by the manager.

Facility	Community User Standard Hire Charge per hour		Concessionary User Hire Charge per hour		Commercial User Hire Rate per Hour	
	Minimum Rate of		Minimum Rate of		Minimum Rate of	
	Weekdays	Weekend	Weekdays	Weekend	Weekdays	Weekend
Hall Space	£25.00	£40.00	£15.00	£30.00	£35.00	£50.00
Arts Space	£20.00	£35.00	£10.00	£25.00	£30.00	£45.00
Combination Hall & Arts	£40.00	£65.00	£20.00	£50.00	£60.00	£85.00

- The governors and community partnership management group will review and set the rate annually and reserve the right to vary rates for profit making organisations according to the uptake/income generated by the hirer.
- There is an extra charge for weekend use, this is based on 2020/2021 pay, to cover the cost of caretaker's overtime which is £16.00 per hour.
- The cost of hire will include the use of the kitchen area and in some case access to equipment stored in the community storage area (This will be agreed as part of the letting acceptance)
- All extra curricular use of facilities will be at no charge.
- There may be an additional charge for weekend hire of facilities
- Where large events or an extended booking contract is identified a charge will be agreed with the hirer.
- The charging policy will be reviewed annually from the date specified on the front cover
- The Letting 'manager' is Karen Gregory and she can be contacted at the school TEL: 0161 834 2104 Email: k.gregory@cheetwood.manchester.sch.uk
- Cancellation of any booking, made by the hirer, must be made giving at least 7 days otherwise a full charge will still be made
- Bookings must be made at least 14 days prior to the event.
- **Community user:** These are people, over the age of 16, who fall within the category of the following – Adults over 16 years with paid employment
- **Concessionary user:** Under 16 years; adults in full time education; over 65 years; unemployed
- **Commercial User:** These are organisations who fall within the category of the following i.e. Local Authority; Community Agencies; Business users

Charges have been carefully set to ensure they are affordable and will encourage participation of the local community. In particular, the charges are aimed at encouraging casual users including former pupils, women and girls, who would not ordinarily choose to participate in sporting and/or arts activities.

Charges have been calculated on the basis of existing rates paid by other local user groups which are known to be affordable. We are committed to working closely with local sports clubs and community groups. The charging policy reflects this, and is geared to attracting a range of user groups and working to develop a variety of activities delivered within community time.

SCHOOL PREMISES HIRE AGREEMENT

This agreement gives to the Hirer a license to use the Premises during the times specified:

Premises: *(insert description)* ('the Premises')

Date(s) of hiring:

Time of starting:

Time of closing: ('the Hire Period')

Maximum number of persons using the Premises:

Furniture required:

Tables:

Chairs:

Other:

Layout:

The governors ('the Governing Body') of Cheetwood Community Primary School permit:

..... ('the Hirer')

of

Hirer's home address:

Hirer's phone no: daytime evening:

to use the Premises at the date(s) and times indicated, on these conditions:

1. STATUS OF THE HIRER

- 1.1 Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background. No illegal, indecent or immoral activity is permitted
- 1.2 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.
- 1.3 Any adults working with the school's pupils (for example, at an after school sports club) must be appropriately qualified.

2. PRIORITY OF USE

- 2.1 The Head Teacher will resolve conflicting requests for the use of the Premises, with priority at all times being given to school functions.

3. ATTENDANCE

- 3.1 The Hirer shall ensure that the number of persons using the Premises does not exceed that specified above.

4. PUBLIC SAFETY

- 4.1 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 clear.
- 4.2 The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct at all times.

5. OWN RISK

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

6. DAMAGE, LOSS OR INJURY EITHER

- 6.1 The Governing Body 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 will be included in the hire charge.

OR:

- 6.1 The Hirer warrants to the Governing Body that it has appropriate public liability insurance to cover all its 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. The minimum limit for this insurance cover is £5 million. The Hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed. **The above will be dependent upon the type of activity taking place during the course of the letting.**

- 6.2 Neither the Governing Body, the School, nor the Local Authority, will be responsible for any injury to persons or damage to property arising out of the lettings of the premises.

7. FURNITURE AND FITTINGS

- 7.1 Furniture and fittings shall not be removed or interfered with in any way.
- 7.2 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.
- 7.3 In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.

8. SCHOOL EQUIPMENT

- 8.1 Use of school equipment must be agreed beforehand.
- 8.2 Responsible adults must supervise the use of any equipment, which is used 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.

9. ELECTRICAL EQUIPMENT

- 9.1 Any electrical equipment brought by the Hirer onto the school site must either have a certificate of safety from a qualified electrical engineer. The intention to use any electrical equipment must be notified on the application.
- 9.2 Noise levels must be contained to a reasonable level at all times and after 7.00pm no noise shall be audible in any of the neighbouring houses and flats.

10. CAR PARKING FACILITIES

- 10.1 Subject to availability, car parking facilities may be used by the Hirer and other adults using the premises.

11. TOILET FACILITIES

- 11.1 Access to the school's toilet facilities is included as part of the hire arrangements.

12. FIRST AID FACILITIES

- 12.1 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.

13. FIRE REGULATIONS & SAFETY

- 13.1 The person responsible for the security of the premises before, during and after the hire will explain the fire procedures to the Hirer. The advice will specifically relate to emergency evacuation procedures, fire alarm points and fire fighting equipment, assembly points and roll call of personnel, location of telephone and how to summon the Fire Brigade and emergency services.
- 13.2 A written copy of the school's fire evacuation procedures will be issued to the Hirer upon their request.
- 13.3 No open fires or candles shall be used on the school premises.

14. FOOD AND DRINK

- 14.1 No food or drink may be prepared or consumed on the premises without prior arrangement (at the time of hire) with the Governing Body.
- 14.2 All litter must be placed in the bins provided.

15. SMOKING

- 15.1 The whole of the school premises (including the outdoor grounds of the school) is a non-smoking area, and smoking is not permitted anywhere on the school site.

16. COPYRIGHT OR PERFORMING RIGHTS

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

17. SUB-LETTING

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

18. CHARGES

- 18.1 Hire (Letting) charges are reviewed annually and the current charge is set out in the school's Letting and Charging Policy, a copy of which is available upon request.

19. LICENCES

- 19.1 The Hirer is responsible for obtaining all necessary licences, consents and/or permissions which may be required from any source in connection with this letting and the activity stated in the Lettings Request Form.

20. SAFEGUARDING

- 20.1 Persons using the premises may have to undergo a criminal record check via the Disclosure and Barring Service (DBS, at the discretion of the Governing Body).
- 20.2 If a particular letting involves contact with children (whether they are pupils of Cheetwood School or other children connected with the organisation wishing to let the school premises) all personnel involved must undergo a DBS check, in accordance with Manchester City Council policy. These checks must be made by prior arrangements with the Head teacher, with at least half a term's notice in advance to ensure that the checks can be carried out in time; it is the responsibility of the Hirer to produce evidence of DBS disclosures for all adults involved **prior to the letting**.
- 20.3 Lettings which involve contact with children are also subject to further safeguarding checks, such as the requirement to have a safeguarding policy, to have a designated safeguarding lead for the organisation and first aid training etc; the form appended to appendix 1 must be completed and all evidence provided for the school before any request for a letting is given consideration.

21. VARIATION OF SCALES OF CHARGES AND CANCELLATIONS

- 21.1 The Hirer acknowledges that the charges may be increased from time to time. The Governing Body will review the charges to be made on an annual basis.
- 21.2 The letting may be cancelled by the Hirer provided that at least 7 days notice is given.

- 21.3 It is the Hirer's responsibility to notify interested parties in writing (where appropriate) of any changes in dates or venues at least a week in advance.
- 21.4 The school reserves the right to cancel any letting in the event of unforeseen circumstances.
- 21.5 The school will not be liable for any financial or any other loss in the event of cancellation or should the premises or part of them, becomes unusable for any reason.

22. SECURITY

- 22.1 The Governing Body 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. The 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.
- 22.2 Only named key holders may operate the security system. Keys should not be passed to any other person without direct permission of the Governing Body of the school.

23. RIGHT OF ACCESS

- 23.1 The Governing Body reserves the right of access to the premises during any letting. The Head Teacher or members of the Governing Body may monitor activities from time to time.

24. CONCLUSION OF THE LETTING

- 24.1 The Hirer shall, at the end of the Hire Period, leave the premises in a tidy condition, and ensure all equipment is returned to the correct place of storage. If this is not adhered to, an additional cost may be incurred.

25. VACATION OF PREMISES

- 25.1 The Hirer shall ensure that the premises are vacated promptly at the end of the hire period.
- 25.2 The Hirer is responsible for supervision of any children taking part in an activity until they are collected by a responsible adult.

26. PROMOTIONAL LITERATURE/NEWSLETTERS

- 26.1 A draft copy of any information to be distributed to participants or through the school must be sanctioned by the Head Teacher a week prior to distribution by the Hirer.

27. COMPLAINTS

- 27.1 In the event of any dispute or complaint relating to a breach of the agreed terms and conditions by the School the complaint is to be put in writing to the Head Teacher who will investigate and respond.

28. BREACH OF CONDITIONS

- 28.1 In the event of breach of any of the conditions set out above by the Hirer the school reserve the right to cancel the booking and will not be liable to refund any or part of the hire fee to the Hirer or be liable to the Hirer for any loss arising from such a cancellation.

I hereby confirm that I have read and understood the terms and conditions of hire and agree to abide by the aforementioned terms and conditions.

Signed _____

Print name _____

On behalf of _____ **(name of organisation if appropriate)**

Date _____

Signed on behalf of the School _____

Designation _____

Date _____



APPENDIX 1

CHEETWOOD PRIMARY SCHOOL SAFEGUARDING INFORMATION/QUESTIONNAIRE FOR SUPPLEMENTARY GROUPS WISHING TO USE THE SCHOOL'S PREMISES

Name of group/company.....

Full postal address.....

.....Postcode.....

Name of lead contact (BLOCK CAPITALS).....

Contact details

Phone.....Email address.....

Position in group/company.....

Date you wish to start using the school premises.....

Time from.....to..... day.....

Frequency.....

Date you will stop using the school premises.....

Please give a short summary of the purpose of your use of Cheetwood Primary School and a broad outline of the activities you will be undertaking:

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.....
.....

How many people will be using the school premises?

Adults..... Children..... Age of children.....

Cheetwood Primary School needs to ensure there will be adequate numbers of adults to supervise children's activities, whilst also ensuring there are not too many participants for the size of the building.

For those groups who will be using the school premises for children's activities, please also provide the following safeguarding information:

Does your organisation have a designated safeguarding lead (DSL)? Y/N

If yes, name of DSL.....(BLOCK CAPITALS)

Has your DSL taken part in any safeguarding training? Y/N
If yes, please provide dates/details of training and enclose certificate(s) as evidence

.....
.....

Do you have a safeguarding policy? Y/N
If yes, please enclose with this questionnaire.

Have group/company members who will be coming in direct contact with children for the purpose of the activities undergone the correct clearance/checks? (DBS) Y/N

If **no**, then the school's premises cannot be used.
If **yes**, then the school's management will ask to see evidence of DBS clearance/checks.

Please outline the referral process/procedure you would follow if you were worried a child taking part in your activities was being abused:

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.....

What emergency/essential information will you keep on the children whilst they are taking part in the activities?

.....
.....
.....
.....

The school's management will expect to see evidence of this information.

Will at least one supervising adult have a first aid qualification? Y/N
If yes, please provide dates/details of training and enclose certificate(s) as evidence

.....

Please outline the arrangements you will have in place for first aid:

.....
.....

Please enclose risk assessments for the activities children will be participating in.

Please enclose a copy of your liability insurance certificate.

Signed..... Date.....

FOLLOWING RECEIPT OF ALL INFORMATION/EVIDENCE, YOU WILL BE INVITED TO A MEETING WITH THE SCHOOL'S MANAGEMENT TO DISCUSS FURTHER/CONFIRM ARRANGEMENTS.