

<b>Lettings Policy</b>			
<b>School Staff member Responsible</b>		<b>Business &amp; Compliance Manager</b>	
<b>Date Created</b>	<b>2019/20</b>	<b>Review Period</b>	<b>Annually</b>
<b>Reviewed</b>	<b>October 2023</b>	<b>Next Review</b>	<b>October 2024</b>

### **Introduction**

The letting of the premises of Ryburn Valley High School Academy by the local community is welcomed and supported by the Governing Body. To protect both the Academy and hirers of the Academy we are required to issue General Conditions of Hire, to which the hirer must agree to abide. Please note that the Governors reserve the right to amend the Lettings Policy. If you have any queries or concerns as to the points raised within the lettings documentation and how this applies to your request for use, please do not hesitate to contact the school.

### **General Conditions of Hire for the use of the Academy Premises**

#### **1. Application and Cancellation**

1. All applications for hire of the Academy's facilities must be made on the 'Booking Request Form (Appendix A)'. Any such requests should be made at least 14 days before the proposed period of hire. Applications must be submitted to the Facilities Manager. The Academy reserves the right to refuse any application.
2. Acceptance of the hire is conditional upon the hirer agreeing to accept all General Conditions of Hire. A copy of the 'Booking Request Form (Appendix A)' signed by the Academy representative as agreement to the hire will be sent to the hirer.
3. For bookings made in advance, invoices will be submitted at the end of each full school term. Any variation to charges will be made by credit notes the following term. All invoices must be paid within 30 days of issue.
4. In the event of fees not being paid in accordance with the conditions detailed in 1.3 all future bookings will be cancelled by the school without prior notice to the hirer.
5. For casual bookings, fees must be paid in full on the day of use or before.
6. The scale of fees for lettings shall be determined by the Governors of the Academy. The charges include the use of furniture only within the room hired (unless specifically detailed otherwise). In the event of the hirer requiring additional furniture or equipment a separate charge will be made according to the circumstance.
7. The hirer shall not sub-let the hired premises. Should the hirer do so, the hiring agreement will be cancelled. The hirer and sub-hirer will be excluded from the hired premises.
8. In the event of loss or damage occurring as a result of negligence or carelessness on the part of the hirer, or where the Academy has good grounds for presuming that the damage

occurred at this time and was not reported, the Academy reserves the right to make a charge to the Hirer to cover the costs of repairing the damage and making good the loss.

9. The Hirer will receive Health and Safety guidelines from the Academy, which must be adhered to at all times.
10. The building will not be let out to organisations who have extremist views, this is in line with the schools PREVENT policy.
11. In the event of the hirer needing to cancel a booking, 7 days notice of the cancellation must be received in writing by the Academy. If less than 7 days notice is received, the Academy may, at its discretion, charge an appropriate amount (up to a maximum of the agreed booking fee).
12. The school will give at least 7 days notification to the hirer when the Academy needs to use the premises during an arranged hire period eg exams. The requirements of the Academy will take precedent over that of the hirers. The hirer will not be charged for hire cancelled by the Academy. The Academy shall not be liable for any expenditure incurred or loss sustained whether directly or indirectly by the hirer arising from the cancellation.
13. Should the hirer breach the conditions outlined in the General Conditions of Hire, the Academy reserves the right to cancel the hire agreement. The school shall not be liable for any expenditure incurred or loss sustained whether directly or indirectly by the hirer arising from the cancellation. The Academy will endeavour to ensure that reasonable notification of the cancellation is given to the Hirer.

## **2. Responsibility of the Hirer**

1. The Hirer shall not use the premises for any purpose other than for what it was hired for.
2. The Hirer must adhere to the times stated on the Application Form and shall leave the premises in the same condition as when they arrived. All the property of the hirer and their representatives must be removed at the end of the hiring, unless special arrangements are made. The Academy can accept no responsibility for any property or personal belongings left by the hirer or their representatives on the premises. The Academy reserves the right to remove any substance / item left on the Academy premises.
3. The hirer is responsible for any equipment they bring on to the premises.
4. The Academy carries Third Party insurance in respect of hirers, which is intended to cover the casual hire of the premises and for hire from persons or groups that would not normally have insurance (to be agreed prior to the hire). This insurance requires the Hirer to agree to the Conditions of Hire. Please refer to the Hire Charges, which details the cost of using the Academy's insurance. For businesses or large organisations the Academy will require the hirer to take out third party insurance to cover the liability of the hirer in respect of personal injury or death or damage to property arising out of; or in the course of; or caused by the hiring. The limit of indemnity on such a policy will be £5,000,000. The Academy reserves the right to require the hirer to submit to the Academy a copy of such a policy. The position of the hirer with regard to insurance will be ascertained at the time of the booking.
5. The hirer will indemnify the Academy against any liability, loss, claims or proceedings arising from the hiring due to any negligence or default of the hirer or any person brought or allowed onto the hired premises by the hirer.

6. The hirer shall provide sufficient personnel as may in the opinion of the Academy be necessary to maintain good order during the booked period of hire and shall expel any person acting in a disorderly manner or disobeying an instruction of the Academy.
7. Any damage caused to the hired premises (including fixture / fittings etc), which occurs during or as a result of the hiring and not arising as a result of any act or neglect on the part of the Academy will be made good at the expense of the hirer. Any such damage must be reported immediately to the Academy. Failure to report such damage could result in future hiring's being cancelled without notice. The hirer shall further be responsible for any loss of revenue caused directly or indirectly by such damage.
8. It is the responsibility of the Hirer to ensure that appropriate DBS checks have been carried out on all assisting staff.
9. It is the responsibility of the hirer to inform the users as to the locality of the emergency exits and procedures in case of fire or other emergency. The hirer is also responsible for the effective control of the users and their safe and orderly departure to and from the hired premises in the case of an emergency.
10. For the hire of the Premises out of Academy operating hours (9.00am to 3.30pm) it is the responsibility of the hirer to ensure that adequate first aid provision is available.
11. Certain uses of the Academy may require a Public Entertainment Licence. The hirer is responsible for the application for any such licences and shall inform the Academy of the intention to apply for a licence before it is submitted.
12. When the Hirer is using internal facilities (sports hall, gym or theatre) then they will enter and exit the building via the main school entrance only. They are not to use or prop open any other external doors.
13. The Hirer shall **not** allow:
  - i) any article of a dangerous or offensive character or any flammable materials to be brought onto the hired premises
  - ii) any animal (except properly trained guide dogs) to enter or remain on the hired premises and grounds, except by prior agreement
  - iii) any alterations to lighting arrangements or the introduction of any electrical equipment, without the prior written consent of the Academy
  - iv) the use of chalk, polish or any other materials on the floors
  - v) the wearing of unsuitable footwear that may cause damage to the floors and/ or cause a health and safety risk
  - vi) any fixtures or decorations to be attached to the walls
  - vii) the rooms to be re-arranged, except by prior agreement
  - viii) any food or drink of any kind to be brought onto the premises, except by prior agreement
  - ix) any smoking anywhere on the Academy premises / grounds

### **3. Right of entry**

1. The Academy reserves a right of entry to the hired premises by any representative of the Academy at any time during the hiring.
2. The Academy may expel or cause to be expelled from the hired premises any person creating a disturbance or behaving in an indecent / inappropriate / unlawful manner.
3. Due to the current COVID-19 pandemic use of any changing or toilet facilities is not permitted. The Academy is only operating outdoor lettings until further notice.

#### **4. Damage or Loss**

1. Under no circumstances will the Academy make good or accept responsibility or liability in respect of any damage or theft or loss of any property, goods or items brought into or left upon the hired premises by the hirer or any other person, unless arising through the negligence or default of the Academy.
2. The Academy will not be liable for any loss due to any failure of electricity / gas / water supply or any occurrence beyond the Academy's control that may cause the premises to be temporarily closed or the hiring to be interrupted or cancelled.

#### **5. Notification of Accidents and Dangerous Occurrences**

1. It is the responsibility of the hirer to ensure that any accident or dangerous occurrence that occurs during the period of hire is reported to the Facilities Manager as soon as possible (whether or not anyone is injured). Failure to comply with this procedure may result in the hire agreement being cancelled without notice.

#### **6. Performing Rights and Copyright**

1. The hirer shall observe and abide by all conditions, restrictions and obligations and pay any fees required by the PRS. Evidence of the necessary licences should be produced at the time of booking, or as soon as arrangements are made that require the use of such licences to be in place. The hirer shall indemnify the Academy against any action arising out of any performance requiring licences.
2. The hirer shall indemnify the Academy against any infringement of copyright or patent that may occur during or as a result of the hiring.

**RYBURN VALLEY HIGH SCHOOL ACADEMY - HIRE  
CHARGES FROM 1 JANUARY 2018**

	<b>Advance / Block Bookings *</b>	<b>Junior Rates **</b>	<b>Casual Bookings</b>
<b>Sports Facilities- Indoor:</b>			
Gymnasium (no heating)	£50.00 / hr	£45.00 / hr	£60.00 / hr
Sports Hall (no heating)	£50.00 / hr	£45.00 / hr	£60.00 / hr
<b>Sports Facilities Outdoor:</b>			
All weather pitch – half pitch with lights (Oct to Easter)	£60.00 / hr	£50.00 / hr	£65.00 / hr
All weather pitch – half pitch no lights (summer term & Sept)	£50.00 / hr	£45.00 / hr	£60.00 / hr
All weather pitch – full pitch with lights (Oct to Easter)	£75.00 / hr	£60.00 / hr	£80.00 / hr
All weather pitch – full pitch no lights (summer term & Sept)	£65.00 / hr	£55.00 / hr	£75.00 / hr
Grass pitches (no change facilities)	£36.00 / hr	£26.00 / hr	£45.00 / hr
Tennis courts (no changing facilities)	£15.00 / hr	£11.00 / hr	£20.00 / hr
<b>Other Facilities:</b>			
	<b>Price upon application</b>		
Hall			
Classroom			
Lecture Theatre			
<b>School's Public Liability Insurance</b>			
Casual booking	No charge		
Block booking (incl Junior rates)	5% of the total booking fee, if club does not have own insurance.		

**\* Block bookings must be for a minimum of 10 sessions**

**\*\*Junior Rates apply for use by under 16's when block bookings (minimum of 10 sessions).**

**If more than one facility is booked at the same time period (either by the same user group or different) then a £10 reduction to each letting may be applied. This only applies to fees over £40.**

The prices shown are for hire of the premises Monday to Friday. Weekend bookings are available, prices to be determined upon application.

Outdoor areas (with exception of the all weather pitch, when lighting is required) do not include use of changing facilities unless requested, where an extra price will be charged. If you would like to book the All Weather Pitch without changing facilities and lighting please enquire to the school for a price.

### Appendix A: Booking Request Form

Club Name:

Club Contact:

Email address:

Contact Number:

Pitch Required	<i>(e.g. Astro Full Pitch)</i>
Date(s) Required	<i>(e.g. Mondays: 2<sup>nd</sup> November through to 14<sup>th</sup> December)</i>
Times Required	<i>(e.g. 6pm to 8pm on a Tuesday and 7pm to 8pm on a Wednesday)</i>
Number of attendees	<i>(e.g. 30)</i>
Additional information	<i>(e.g. floodlights required for duration and car park lighting)</i>

Date of Request Submission:

Submitted By: