



Charging and Letting Policy 3.00 pm to 6.00 pm Only

Purpose

The Governors recognise that the primary purpose of the school is to provide accommodation for the teaching, learning and welfare of its students. The needs of the students are paramount and will always take precedence over external lettings. When not required by the school, the premises:

- represent a significant capital investment and should be fully utilised
- are a valuable community resource
- are a valuable source of income and may be offered for private or commercial usage.

Additional Authority

Lettings are governed by the legislation contained within section 27 of the Education Act 2002. In exercising the power to hire out parts of the school site, governing bodies cannot permit the school to be used for something that is prohibited by common law, or is against Calderdale Council's financial or legal standards.

The school should not be let at a financial loss, whilst governing bodies can cross subsidise lettings by charging different amounts for different purposes, delegated budgets must not be used to subsidise non-school activities.

Scope

This policy applies to all potential hirers of the facilities, from schools to local sports clubs between the period 3.00 pm and 6.00 pm. The facilities can be hired from Interserve after 6.00 pm and on weekends in line with their charging policies.

Responsible Party

The Governing Body has delegated its power to determine designated status to the School Business Manager who will exercise discretion on their behalf and determine the suitability of applications (the School Business Manager may delegate authority to exercise this discretion further as required).

The outcome of application decisions shall be reported to the Governing Body if required. The School Business Manager will arrange for a list of approved organisations to be maintained. This does not preclude the School Business Manager from referring sensitive applications to the full Governing Body at his discretion.

Policy Statement

The object of letting (hire of) school premises is to establish the school as a resource of and the 'hub' of the community. This in turn will encourage greater community cohesion and facilitate more vibrant, safer and stronger communities.

However, the Governing Body has adopted the following categories of priority user:

- Priority 1: Trust Partners
- Priority 2: Cluster Schools
- Priority 3: Designated users; e.g. registered charities or community activities
- Priority 4: Private users; e.g. private businesses, profit making ventures, private functions, and commercial fund raising

1) Conditions of Hire

The Governors have adopted the terms and conditions under which the school premises may be hired. These conditions form Appendix 2 to this Charging and Lettings Policy.

2) Administration of Lettings

- The Governors recognise that they could not personally vet every applicant or organisation who wish to make use of the school premises. Accordingly they have delegated the authority to accept applications for hire to the School Business Manager or any specific designated person as approved by the School Business Manager.
- The school will operate a fair lettings policy that does not discriminate on grounds of race, colour, religion, ethnicity, sexuality, gender, age or disability.
- No member of staff, with the exception of the School Business Manager, or the Headteacher is allowed to vary the terms and conditions under which the school premises are hired to either individuals or organisations or to deviate from the Governors' published charging policy.
- All formal hiring of the schools premises, including those for which no charge is made, shall be properly documented. All hirers **must** complete a Lettings Agreement at Appendix 3, and are to receive a copy of the conditions of hire at Appendix 1. The Lettings Agreement is an enforceable contract.

3) Scale of Charges

- In arriving at their scale of charges the Governors have followed the following principles:
 - that cluster school users will be charged no more than cost;
 - that designated users and private users will be charged on a cost plus an income margin of 25% for the school;

- that there will be parity of treatment for similar users;
- that the overall cost plus margin of letting the school facilities will be recovered from users.

- For the purpose of charging the School Business Manager, or an approved employee by the School Business Manager, is empowered to determine to which group any particular individual or organisation belongs. The basis of charging will be determined by the purpose for which a letting is arranged.
- The External Hire and Usage Charges forms Appendix 1 to this Charging and Lettings Policy.

4) Discounts

These form part of the scale of charges (Appendix 1) and are only permitted for multiple bookings as agreed by the School Business Manager.

5) Minimum Charges and Deposits

- The minimum hire period will be one (1) hour.
- The Governors reserve the right to require a deposit over and above the hiring charge as security against damage to the premises (including any equipment) or the premises being left in an unacceptable condition which would require additional costs for cleaning, caretaking or other expenses.

6) Cancellations

Governors will seek to recover any cost incurred by the school which are unavoidable and result directly from the cancellation of a letting. Details of the charges are shown in the External Hire and Usage charges in Appendix 1.

7) Payment Methods

The Governors are mindful of their responsibilities in safeguarding the school from bad debt. Therefore payment in advance or at the time of booking is the normal practice unless otherwise agreed with the School Business Manager. Bank transfer, cheques or cash are all acceptable forms of payment. In all cases where cash or cheques are paid then an official receipt must be issued from our Accounting system.

8) Security

The Governors will not normally insist upon continuous caretaking presence. However they reserve the right, and delegate power to the School Business Manager, to insist upon caretaking presence where in their view the nature of the hiring may leave the school vulnerable to theft or damage.

9) Fire Evacuation Procedure

The fire alarm is a continuous bell and, if activated, all users are required to immediately leave the building via the nearest emergency exit. Users should then congregate at the designated fire assembly point, which is the tarmac in front of the playing fields if using the sports hall or fitness suite.

Monitoring and Review

The Governors will review this policy every three years and a report will be presented to the Finance and General Purposes Committee annually on the operation of the policy, including pattern or costs, income generated and any suggestions for amendment to the Policy.

Park Lane Learning Trust External Hire and Usage Charges for Schools

PRICE LIST

Facility	Unit	Charge
Main Sports Hall	Per Hour	£40
Fitness Studio	Per Hour	£35
Grass Pitch (Rugby or Football)	Per hour	£30
Outdoors Artificial Grass Pitch (1/3)	Per Hour	£25*
Outdoors Artificial Grass Pitch (2/3)	Per Hour	£50*
Outdoors Artificial Grass Pitch (full-size)	Per Hour	£75*

*if floodlights are required these will be charged in addition to fee above.

Cancellation Charges

There will be no charge if the cancellation details are received one week (5 full working days) prior to the booking.

There will be a 50% charge if cancellation details are received between 1 working day and 5 working days before hire.

There will be a 100% charge if cancellation notice is less than 1 working day before hire.

Summary of Conditions of Booking School Premises for Hirers

The letting is permitted by the school and its governing body on the understanding that the following rules, procedures and any specific school policies provided to you are adhered to at all times. The school and its' governing body ('the school') reserve the right to refuse any application to hire facilities without reason to the hirer if they feel such a letting is not in the interest of the school. The person(s) signing the lettings agreement on behalf of the hirer ('hirer') are personally responsible for ensuring these terms and conditions and any other appropriate school policies and procedures are fully complied with.

1) Fire Regulations

Prior to your first letting at Park Lane Learning Trust you need to meet with the Assistant School Business Manager or other responsible person; they will then point out to you the following:-

- FIRE EVACUATION PROCEDURE & ASSEMBLY POINT
- FIRE DOORS & FIRE APPLIANCES
- TELEPHONE & EMERGENCY CONTACT DETAILS

In the event of a fire dial 999 – evacuate the building immediately closing all doors behind you. Assemble at the designated evacuation point. After raising the alarm you must speak to the named contact provided to you by the school to advise them of the incident.

It is your responsibility to take a roll call to see that everyone is out of the building. If anyone is missing, advise the Fire Brigade immediately upon their arrival.

REGULAR LETTINGS – all hirers should hold a fire drill at least once per term. This will be arranged by the Assistant School Business Manager. Arrangements will then be made to record that a drill has taken place in the Fire Precautions Log Book held on site. The school will have a fire risk assessment in place, you can see this if you wish to.

Hirers must advise the school of estimated numbers of persons attending the event as part of their letting. Rooms/halls etc have a maximum occupancy limit for fire safety and evacuation purposes. The number of occupants agreed by the school and hirer MUST NOT be exceeded.

2) Flammable Substances

Except with the prior express permission of Children & Young People Service (CYPS) in writing and subject to any conditions which may be attached to such consent, cylinders of compressed gas, explosives or highly flammable substances (including canisters of liquefied petroleum gas) shall not be brought into or stored or used on the

school premises. Special effects and the use of pyrotechnics also require special written permissions from CYPS.

3) Alcohol, Drugs, Smoking and Gambling

The consumption of alcohol, taking of drugs or smoking is not acceptable at any time, by anyone on a school site involved in any type of school letting. Therefore alcohol or drugs must not be brought on to, sold or consumed on school premises, all school sites are designated no smoking site (including grounds). Gambling is not permitted under the terms of the letting agreement.

4) Performing Rights Society

Application must be made to this society where copyright material is to be used, it is the hirer's responsibility to comply with all appropriate laws.

5) Licenses

A licence may be required for certain events (e.g. car boot sales, music or singing events, plays or dancing), it is the hirers responsibility to ensure they have any appropriate licence in place and follow its requirements. If in doubt please contact the Licensing Department of Calderdale Council for further information on 01422 392511.

6) Safety

Hirer must notify the buildings supervisor in advance if any movement of school furniture or equipment is required. Hirers must NOT move school property or furniture themselves.

The hirer is responsible for the supervision, behaviour and safety of those attending any event they hold, this includes minimising trip and slip hazards, crowd control, providing the appropriate number of attendants, noise levels and general behaviour. Addressing these and any other safety issues should form part of the hirers risk assessment for the event or activity.

The hirer must not bring their own equipment on to site without the permission of the Head Teacher, in addition to permission from the Head Teacher any electrical appliances must be PAT tested.

The hirer must familiarise themselves with all appropriate policies, procedures and risk assessments provided by or available upon request from the school.

It is the hirer's responsibility to provide adequate (qualified) first aid for the event. The hirer must report any accidents, incidents or building defects to the building supervisor immediately.

Use of school cooking and catering facilities is not permitted unless prior written consent from CYPS has been received. Where consent is obtained the hirer must have a valid basic food hygiene certificate. Children must NOT be allowed in kitchen areas at any time.

NOTE: The school may require evidence of an organisation's safeguarding procedures and Disclosure Barring Service/Criminal Records Bureau Checks for those lettings involving activities with young persons or vulnerable adults.

7) Use of Premises

The hirer must only use those areas of the school detailed on their letting agreement and must not use the premises for political purposes, put up posters, notices or displays without the Head Teacher's permission or undertake any activity which contravenes the schools equal opportunities policy. Parking on the site is not permitted unless stated in the letting agreement

The school reserve the right to terminate the letting agreement without notice if it considers the conditions of booking have been breached in any way.

8) Transfer of Hire

The hirer shall not transfer his/her agreement with the school to another party under any circumstances.

9) Accounts, Holidays and Cancellations

Accounts for lettings will be issued by the school as agreed in the terms of the lettings agreement. It is advised that schools raise accounts in advance of the letting period. **Credits for failure to use facilities will not be allowed.** Failure to settle the account by the due date can invalidate the letting agreement and mean the letting is terminated with immediate effect. If you do not agree with an account, please contact the school office immediately. If the school are unable to honour the letting for any reason, an alternative date or venue will be offered. Lettings are not normally permitted during school holidays unless specific agreement has been obtained in advance from the Head Teacher. The school governing body can without notice terminate this agreement if the hirer breaches the terms of the letting agreement. Charges for hire of facilities will be reviewed annually by the school governing body and any changes notified to hirers in writing.

10) Cleaning and Security

Unless otherwise indicated on your letting agreement responsibility for clearing up rubbish after a letting will be that of the hirer. Hirers are responsible for their own personal security and property and ensuring the security of the school building is not compromised, hirers should ensure any windows/doors/gates etc are kept closed and or locked as instructed by the building supervisor. The building supervisor will be responsible for opening and closing the building and setting the alarm unless otherwise indicated.

11) Insurance

The School does not insure any hirer of its facilities against personal injury, accident or loss or damage to personal property. The hirer shall be responsible for indemnifying

the school by obtaining and paying for public liability insurance. The school will require proof of insurance is in place before a letting is agreed. The hirer will also be held financially responsible for any damage he/she or his/her agents or guests cause during the letting to school premises or property. This applies to ALL lettings (i.e. single or multiple lettings to individuals or groups).

EMERGENCY CONTACT TELEPHONE NUMBERS FOR HIRERS:

School Main Office:	01422 362215
Caretaker:	07771 973187
Premises Manager:	07770 700285 Carl Murten
Head Teacher or other Senior Manager:	07748 907409 Jonathan Brownlie
School Business Manager:	07515 426 327 Paula Oldroyd