



## POLICY FOR LETTINGS & USE OF ACADEMY PREMISES

MRS T CONDLIFFE

REVIEWED: JULY 2018

REVIEW DATE: JULY 2019

Biddulph High School aims to ensure the use of the school's facilities to the fullest potential. It is intended that the premises and sports facilities are available firstly, for the benefit of the students and secondly, for our community consequently providing the school with financial income.

This policy aims:

- To ensure that lettings are not in conflict with the fundamental purpose of the school.
- To support community involvement in the life of the school.
- To support the community in sporting, cultural and educational pursuits.
- To be consistent with the school's equal opportunities policy.
- To maximize the commercial opportunity for lettings.
- To ensure costs are fully calculated and covered.
- To provide a professional service to users of the school's premises and ensure good customer care.
- To monitor the maintenance of the high standards of the premises and grounds.

The emphasis is to ensure staff are aware of their responsibilities and hirers' compliance with health and safety and insurance requirements. The policy is part of the Safeguarding and Health & Safety suite of policies. The school is vigilant to the possibility that out-of-hours hire of the school premises may be requested by people wishing to run an extremist event. The school does not accept bookings from individuals or organisations that are extremist in their views.

### 1. INSURANCE

The hirer is responsible for providing Public Liability Insurance to the value of £5,000,000 (five million pounds) that will indemnify the school against any liability at law in respect of any accident involving death or bodily injury to any person or damage to or loss of any property real or personal and happening consequent upon or in connection with the use of the premises unless due to the negligence/default of the Board of Trustees, its Servants or its Agents. It may be possible for small community groups to arrange such cover via the Academy's own risk protection arrangements. Further details can be obtained from the lettings administrator.

### 2. HEALTH & SAFETY/FIRST AID POLICY

- 2.1 The hirer is required to take all necessary and appropriate action to ensure that all relevant legislation and codes of practice for health and safety are met in full at all times. This includes ensuring that safe working conditions and risk assessments for the health, safety and welfare of personnel using the school premises and facilities are provided.
- 2.2 The hirer must report any defects in premises or equipment which relate to or may affect the health and safety of personnel using our facilities.
- 2.3 First aid is not provided and the hirer is responsible for making its own arrangements for first aid provision. All accidents must be reported to the Caretaker on duty.
- 2.4 Fire evacuation notices are displayed throughout the school. All hirers should ensure that users are aware of the fire exits.

### 3. SAFEGUARDING CHILDREN

It is the responsibility of the Hirer to ensure that all individuals associated with their activity working or

volunteering with children, have received an appropriate and valid Disclosure and Barring Service (Criminal Records) check, including a check against the Children's Barred list where appropriate. More information about the Disclosure and Barring Service, and what activities qualify is available at [www.gov.uk/disclosure-barring-service-check/overview](http://www.gov.uk/disclosure-barring-service-check/overview) and [www.gov.uk/government/publications/dbs-check-eligible-positions-guidance](http://www.gov.uk/government/publications/dbs-check-eligible-positions-guidance)

#### **4. CARE OF ACADEMY PREMISES**

- 4.1 The Hirer is responsible for everyone who is on the Academy's premises for the activities they are organising and generally for everyone who comes on to the parts of the Academy's premises which are under the Hirers control at the stated times. The Hirer is responsible for ensuring that they comply with all the terms of the hire agreement.
- 4.2 No nails, tacks, screws, pins or other similar objects shall be driven into any of the walls, floors, ceilings, furniture or fittings. The Hirer shall ensure that no persons using the permitted area wear shoes with stiletto heels or other footwear which may in the opinion of the Board of Trustees be damaging to the floor surfaces to be hired. Hirers of the Dance Studio or Astro Pitch should take particular care to ensure that the rules of use are adhered to.

#### **5. SCHOOL EQUIPMENT/FURNITURE**

Apparatus, furniture or equipment belonging to the Academy must only be used for their proper purposes. Any Academy equipment used must be returned to its normal storage place. P.E. mats must be stored flat. Any equipment found to be damaged at the beginning of a session must be brought to the attention of a Caretaker at the earliest opportunity. Any equipment damaged during a session must be reported to the school at the time of damage or within 48 hours afterwards. The Hirer shall be responsible for reimbursing the full cost of any damage to the premises, furniture and equipment occasioned by users.

#### **6. ELECTRICAL EQUIPMENT**

Hirers wishing to bring onto the Academy premises any mains operated equipment must obtain permission from the Academy beforehand and satisfy that the items have been tested within the previous 12 months by a person approved by the school. The testing of appliances by the school can be arranged for a small charge subject to availability.

#### **7. FOOD, ALCOHOL**

- 7.1 The consumption or preparation of food is only permitted in the Dining Room and canteen seating areas outside the Lecture Theatre and rooms 102/103 unless written permission has been obtained from the Academy. Exception to this is where the session is a food preparation class such as Cookery or Cake Decorating.
- 7.2 The use of the kitchen area must be agreed, in writing, with the Catering Supervisor at the Academy beforehand. In such circumstances only the hard surfaces, sinks and hot water boiler may be used. Refrigerators and freezers must not be used. The Hirer must provide all crockery and cutlery.
- 7.3 The consumption of alcohol is not permitted on the premises without prior written approval by Biddulph High School. If approval is granted it must be noted that Biddulph High School does not hold a licence for the sale of alcoholic drinks and that the Hirer is responsible for complying with the licensing laws.

#### **8. SMOKING**

- 8.1 Smoking is not permitted on any part of the Academy premises. This includes all indoor areas, car parks, Astro-Pitch, and other open space/grounds. This applies to all spectators and other visitors and the Hirer is responsible for ensuring that this rule is observed.

## 9. ACCIDENTS

- 9.1 The Hirer and their appointed session leader are responsible for making arrangements for the provision of first aid cover. Organisations must make their own arrangements for summoning assistance. The Academy does not accept any responsibility for providing first aid cover.
- 9.2 If an accident occurs during a letting then it must be reported verbally to the caretaker on duty before the letting finishes.
- 9.3 A written report must be made to the Academy of all injuries sustained. The report must contain details of the injury sustained, names and address of persons injured, name and address of any witnesses, the time and place of the incident and any actions taken following the injury.
- 9.4 Any incident that could have resulted in an injury or other serious consequence must be reported in writing to the Academy.
- 9.5 Hirers are advised that certain serious injuries or incidents may require reporting to the Health & Safety Executive and that it is the Hirers responsibility to make such reports.

## 10. FIRE ALARM AND EVACUATION PROCEDURE

Upon discovering a fire, the alarm must be activated. Break-glass points are situated in all parts of the building, usually near fire exits. The person discovering the fire must summon the fire brigade and inform the Site Supervisor of the location. In the absence of the Site Supervisor, the person discovering the fire must meet the fire brigade on arrival and direct them to the site of the fire. The correct address is:

**Biddulph High School, Conway Road, Knypersley, ST8 7AR**

- 10.1 Portable fire extinguishers are available throughout the site but should only be used to aid evacuation. They are not intended for fighting a fire.

Note: These are fitted with anti-theft alarms that are independent of the fire alarm system.

- 10.2 The evacuation alarm is a continuous sounding of the sirens. All persons must leave the buildings by the nearest safe route on the sounding of the alarm and assemble outside the main entrance. The Hirer or Session leaders appointed by the Hirer should familiarise themselves with the location of firefighting equipment, call points and exit routes, and check that appropriate exits are unlocked at the start of the session; otherwise they must contact the Site Supervisor.

Note: The emergency exits to the Dining Hall and Sports Barn are alarmed and must not be opened, except in an emergency, without first contacting the Site Supervisor.

- 10.3 Where practicable, the Hirer or their appointed session leaders/course organisers must take a roll call and report to the Site Supervisor. In the absence of the Site Supervisor, the Hirer or their appointed session leaders/course organisers should report to the fire brigade.
- 10.4 Fire doors must not be propped open.
- 10.5 Fire evacuation practices may be held outside normal school hours. All persons using the premises are required to cooperate with any practices.

## 11. SITE SECURITY

- 11.1 Many of the external doors are fitted with an electrical locking system, preventing access to the building. Users of the premises must not prop these doors open, as this will compromise the security of the building. The automatic locking system does not prevent egress from the building.

11.2 A CCTV surveillance and recording system is operated by the Academy for the safety and security of those using the Academy in most areas of the building and surrounding grounds.

## **12. CAR PARKING ARRANGEMENTS**

The parking of vehicles on the Academy's property shall be permitted in approved, marked parking bays only, on condition that persons bringing such vehicles on to the premises do so at their own risk and that they accept responsibility for any damage to the Academy's property or injury to any person whether connected with the establishment or not, caused by such vehicles or their presence on the Academy premises.

Note: Availability of parking spaces is not guaranteed. The speed limit is 5 mph on all roadways and car parks around the Academy which must be obeyed by the Hirer and all associates at all times.

## **13. VARIATION OF CONDITIONS**

There shall be no variation in the conditions of hire without the express consent of the Board of Trustees.

## **14. COSTS OF LETTINGS**

Under the direction of the Board of Trustees, the School has devised a level of charges for each of the areas available for hire. The prices are comparable with other schools within the County. All bookings will be paid in advance. Failure to settle an account in full will result in the remaining bookings being cancelled and the School seeking financial redress. Payments for hire must be made in advance directly to the academy bank account by using either direct bank transfer or a bar coded letter via Pay Point facilities.

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 our office who will send them a letting 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 the Staffordshire 'Regulations for Use and Hire of Facilities' indemnity. All documentation must be completed and returned before a booking is confirmed.

## **15. ORGANISATION**

Under the direction of the Headteacher, the Business Manager and Finance Team will have control of the day to day running of lettings. The staff in the Finance team will be the point of contact for all lettings in school. All invoices will be issued through the school's Finance department on a regular basis. All income from lettings will be paid into the delegated budget via direct bank transfer. Administration costs have been included in the pricing charge.

A member of the site team will be on site at all times during the start of the booking period to comply with insurance regulations and ensure that the facilities are fit for purpose.

Provision for security has also been included in the pricing policy. This policy will be reviewed and ratified by the Board of Trustees on an annual basis.

## APPENDIX A



**BIDDULPH  
HIGH  
SCHOOL**

## LETTINGS PACK

Lettings Pack includes:

- School Premises Hiring Agreement – Hiring Conditions
- Tariffs
- Booking Form & Conditions of Hire

### SCHOOL PREMISES HIRING AGREEMENT – HIRING CONDITIONS

The Hirer should retain the Hiring Conditions and **return** the completed Booking Form & Conditions of Hire to the School Office.

#### Definitions

In this Agreement, the following words and expressions shall have the following meanings:

‘the Owner’ means Biddulph High School, Conway Road, Knypersley Stoke on Trent, Staffordshire, ST8 7AR

‘the Agent’ means the Headteacher

‘the Hirer’ means [NAME.....] of [Address.....]

‘the School Premises’ means Biddulph High School or any part of it.

#### GENERAL CONDITIONS AND OBLIGATIONS OF THE HIRER

##### The Hirer shall:

1. Not permit more than the number of persons stated in the application form to be in the School Premises at any one time.
2. Not use the School Premises or the relevant part thereof other than for the purposes and at the times stated on the application form.
3. 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 permission only to use the School Premises and confers no tenancy or other right of occupation on the Hirer.
4. Not permit any animals to be brought onto or kept on the School Premises.
5. 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).
6. Accept that the use and the right at any time to enter the School Premises and remain on the premises during the hiring is reserved to the Owner and the Agent.
7. Shall ensure that it does not allow any drunkenness, disturbance or disorder on the School Premises, and that at all times good order is kept on the School Premises.
8. Not use School equipment without the Agent’s specific consent. Any telephone calls made by or on behalf of the Hirer on the School telephone must be paid for unless they are genuine emergency calls.
9. Ensure that cameras are only used on the School Premises with the permission of the Agent, and acknowledge that mobile phones are not permitted in changing areas.
10. Accept that the Owner or the Agent 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.

11. Ensure that no bolts, nails, screws, bits, pins, spikes or other objects shall be driven into the fabric or furnishings of the School Premises nor shall any articles be affixed thereto.
12. Ensure that no structural alterations whatsoever shall be made to the School Premises.
13. 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. Footwear on the AstroTurf – users are only allowed AstroTurf trainers or standard trainers. Blades and studs are not acceptable.
14. Leave the School Premises in a clean and orderly state at the end of the hiring or each session of use.
15. 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 Owner shall not be responsible for any property left behind and reserve the right to charge extra while it is on the School Premises.
16. Ensure that no slogans, advertisements, flags, emblems or decorations shall be displayed outside the School Premises whether affixed to the same or free standing and the Hirer shall remove any slogan, advertisement, flag, emblem or decoration displayed inside the School Premises if in the opinion of the Agent it shall be unlawful, unseemly, libelous or expose the School Premises to an undue risk of fire or is likely to lead to a disturbance or is otherwise regarded as inappropriate.
17. 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.
18. 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 heating appliances shall be brought onto the School Premises or used in them.
19. Ensure that all scenery and costumes used for stage performances and the like are fire- proofed.
20. If the hiring includes the use of the School kitchen, ensure compliance with all such conditions as the Owner or the Agent may prescribe at the time of the hiring.
21. 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.
22. Ensure that any activities involving children and/or vulnerable adults comply with all statutes, bylaws and regulations relating to public use of the School and all relevant legislation, local Children's Services, OFSTED and School requirements and policies as are appropriate, including the necessity of obtaining enhanced disclosure checks through the Disclosure and Barring Service on all adults in attendance for the Hirer's activities when children and/or vulnerable adults are on the School Premises.
23. Ensure that payment is made promptly to Biddulph High School using direct bank transfer or through the Parent Pay System. In the event of cancellation howsoever caused the question of any refund shall be at the absolute discretion of the Agent. Payment of invoices is the responsibility of the person who signs the application form and who is also personally liable for payment.
24. Comply with any guidance on acceptable/unacceptable behaviour produced by the Agent or other representative of the Owner and provided to the Hirer.
25. At all times during the hiring comply with the School's security fire and health and safety arrangements as brought to the Hirer's attention and ensure that any specific instructions in relation to site security are carried out in accordance with such instruction.
26. The Hirer must be responsible at his/her own expense for carrying out his/her own risk assessment with regard to the hiring.

## CONDITIONS OF HIRE

1. Application for hire of facilities must be made to [lettings@biddulphhigh.co.uk](mailto:lettings@biddulphhigh.co.uk)
2. Registered users will be invoiced for their hire charges monthly in advance.
3. In the event of the charges not being paid in accordance with these conditions, all further periods booked by the hirer will be cancelled and the School will seek to recover the debt.  
**Please note** that **change over time** is included in the sessions.
4. There will be no sub-letting of facilities.
5. The hirer must be 18 years or over.
6. In the event of the hirer cancelling or failing to take up any period booked without at least 24 hours' notice, the party shall be liable to pay the charge for that period booked.
7. Responsibility of the hirer for Good Order and Safety.
  - a. The hirer shall not use the facilities for any purpose other than the purpose for which they were hired.
  - b. Customers and visitors must adhere to the *School's Code of Conduct* at all times.
  - c. The named hirer is 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.
  - d. Footwear on the AstroTurf – users are only allowed AstroTurf trainers or standard trainers. Blades and studs are not acceptable.
8. Hirers must be aware that the person(s) in charge of anyone under 18-years of age must be DBS checked.
9. Organisations affiliated with the Football Foundation are entitled to a 10% discount on the price of the Astro-pitch and Sports Hall. A Football Foundation affiliation number must be provided at the time of booking for eligibility. The Board of Trustees has some discretion to allow discounts to other organisations and such requests will be considered on an individual basis.

## DISCLAIMER

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.

## LIABILITY TO THE PARTIES AND INDEMNITY

- 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.
- The Hirer must maintain public liability insurance in the sum of five million pounds per claim.
- The Hirer must pay all premiums or other costs arising in the provision of such policies of insurance referred to above.

## TERMINATION

This Agreement may be terminated by either party giving to the other party one month's notice in writing, such notice from the Hirer to be served on the School and such notice served by the Owner or the Agent to be served on the Hirer or the Hirer's representative at the address stated in the Hiring Application form (Notice to have immediate effect may be served by the Owner or the Agent 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.

## IMPORTANT NOTES TO ALL HIRERS

- All arrangements for use of the School Premises are subject to the Owner reserving the right to cancel bookings when the school premises are required for use by the school or are rendered unfit for the intended use.
- The Hirer must give at least 24 hours' notice prior to cancellation of any booked period or the Hirer will be liable to pay the full charge for that period.
- Please note that all lettings may be subject to a fee of £15.00 per hour caretaking and a heating charge to meet with the operational requirements of the school.

TARIFFS AND AVAILABLE TIMES		
FACILITY	HOURLY RATE (exclusive of VAT)	AVAILABLE TIMES
Astro	£40.00	<b>Monday to Friday: 5.30 pm – 9.30 pm</b>  <b>Saturday: 9.00 am – 8.00 pm</b>  <b>Sunday: 9.00 am – 6.00 pm</b>
Astro (half pitch)	£25.00	
Classroom	On request	
Sports Hall	£30.00	
Dance Studio	£19.00	
School Hall	£16.00	
Lecture Theatre	On request	
Other facilities (by arrangement)	On request	

### HIRE OF SCHOOL CONFERENCE FACILITIES

**Note:** Daytime use of Conference facilities during a school day is restricted to approved educational providers only. The charge does not include any provision for ICT. If ICT support is required, this will be subject to an additional charge and will be subject to availability.

FACILITY	HIRE PERIOD	COST (exclusive of VAT)
Conference Room 136 (20 person capacity)	Full Day (7 hours)	£66.00
	Half Day (3.5 hours)	£44.00
	Evening after 6.00 pm (3.5 hours)	£55.00
Meeting Room 2 (10 -12 person capacity)	Full Day (7 hours)	£55.00
	Half Day (3.5 hours)	£33.00
	Evening after 6.00 pm (3.5 hours)	£44.00
Refreshments	Tea, coffee, biscuits	£1.50 per head
Lunch	Lunch can be arranged at an additional cost, depending on requirements	Starting from £3.15 per head





**BIDDULPH  
HIGH  
SCHOOL**

## BOOKING FORM & CONDITIONS OF HIRE

**Name of Applicant/Organisation:**

**FA Affiliation No (if applicable):**

**Start Date:**

**End Date:**

**Time of Hire:**

**Please indicate which facility you wish to hire:**

Astro Pitch

Astro Half Pitch

Classroom

Conference Room

Dance Studio

Lecture Theatre

School Hall

Sports Hall

Other specified facility: \_\_\_\_\_

**Please provide two contact names, addresses and telephone numbers or your booking cannot be processed.**

**1. MAIN CONTACT AND PERSON RESPONSIBLE  
FOR HIRING THE FACILITY**

**2. TREASURER OR PERSON RESPONSIBLE  
FOR PAYMENT OF INVOICES**

**Name:**

**Name:**

**Address:**

**Address:**

**Post Code:**

**Post Code:**

**Daytime Tel. No:**

**Daytime Tel. No:**

**Evening Tel. No:**

**Evening Tel. No:**

**Email:**

**Email:**

**(Invoices will be emailed to this address)**

**Official Position, if applicable:**

**Official position, if applicable:**

**Signed:**

**Signed:**

**Date:**

**Date:**

**Does your activity involve contact with children or vulnerable adults?**

YES

NO

If yes, I understand it is our responsibility as hirer to ensure that all employees or volunteers working with children or vulnerable adults have received the appropriate Disclosure and Barring Service (Criminal Records) checks in accordance with the requirements of the Disclosure and Barring Service (full guidance available from [www.gov.uk/disclosure-barring-service-checks/overview](http://www.gov.uk/disclosure-barring-service-checks/overview)).

We confirm that we have seen evidence that required Disclosure Checks have been carried out on all appropriate individuals responsible for the proposed activities and we are satisfied that based on this information they do not present a risk to children/vulnerable young adults.

**Public Liability Insurance cover (minimum £5,000,000) copy provided**

YES

NO

### DECLARATION

**I / We have read, understood and agree to abide by the conditions of hire.**

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**On behalf of:** \_\_\_\_\_ *(Club / Organisation)*

Block bookings are allowed from registered users only. Bookings will be paid by invoice, one month in arrears. Failure to settle an invoice in full will result in the booking being cancelled and the School seeking financial redress.

**Please return this completed form to: Biddulph High School, Conway Road, Knypersley, Stoke-on-Trent, ST8 7AR**

E-mail: [lettings@biddulphhigh.co.uk](mailto:lettings@biddulphhigh.co.uk)

Direct line: 01782 521828

Main switchboard: 01782 523977

**Further details on any aspect of this policy and its implementation can be obtained from the academy.**

REVIEWED :

REVIEW DATE :

Chair of Trustees, Mrs E Robinson :

Date :

Headteacher, Mr S P Ascroft :

Date :

**“Working together to achieve our personal best”**