



## **LETTING POLICY**

The school lets its facilities for community use. The following areas are available for hire purposes: Main Hall, Sports Hall, Classrooms, Dining Hall, Tennis/Netball Courts, Astro Turf and Training room (Nov '09).

### **Pricing Policy**

Under the direction of the Governing Body, the School has devised a level of charges for each of the areas available for hire. The prices are comparable with other schools and Schools within Cheshire East. All bookings will be paid by invoice one month in advance. Failure to settle an account in full will result in the remaining bookings being cancelled and the School seeking financial redress.

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 Cheshire East 'Regulations for Use and Hire of Facilities' indemnity. All documentation must be completed and returned before a booking is confirmed. All lettings of sporting facilities will be at the discretion of the Head Teacher.

### **Staffing Organisation**

Under the direction of the Governing Body, the Business Manager will have control of the day to day running of lettings. The main office 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 lettings account in the delegated budget. Administration costs have been included in the pricing charge.

A member of the site team will be on site at all times during the booking period to comply with insurance regulations and ensure that the facilities are fit for purpose. Both the school representative and group leader must sign a declaration that states that the facility is in good order at the start and end of each session. This document will be retained in school for insurance purposes. Caretaking costs have been built into the pricing charge.

Provision for security has also been included in the pricing policy.

This policy will be reviewed and ratified by the Governing Body on an annual basis.



# Appendix A

Lettings Pack includes:

School Premises Hiring Agreement / Booking Form / Tariffs  
VAT Exemption Form



## **SCHOOL PREMISES HIRING AGREEMENT – HIRING CONDITIONS**

The Hirer should retain the Hiring Conditions and **return** the Hiring Application Form to the School Office.

### **1. Definitions**

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

- 1.1 “the Owner” means Cheshire East Borough Council of Westfields, Middlewich Road, Sandbach, Cheshire CW11 1HZ;
- 1.2 “the Agent” means the Headteacher;
- 1.3 “the Hirer” means [NAME.....] of [Address.....]; and
- 1.4 “the School Premises” means Ruskin High School or any part of it.

### **2. General Conditions and Obligations of The Hirer**

The Hirer shall:

- 2.1 not permit more than the number of persons stated in the application form to be in the School Premises at any one time;
- 2.2 not use the School Premises or the relevant part thereof other than for the purposes and at the times stated on the application form;
- 2.3 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;
- 2.4 not permit any animals to be brought onto or kept on the School Premises;
- 2.5 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);
- 2.6 accept that the use of the School Premises is in common with the Owner and any other persons authorised by them 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;
- 2.7 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;
- 2.8 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;
- 2.9 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;
- 2.10 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;
- 2.11 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;

- 2.12 ensure that no structural alterations whatsoever shall be made to the School Premises;
- 2.13 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;
- 2.14 leave the School Premises in a clean and orderly state at the end of the hiring or each session of use;
- 2.15 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;
- 2.16 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, libellous 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;
- 2.17 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;
- 2.18 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;
- 2.19 ensure that the playground is not used for parking other than with the specific consent of the Site Manager;
- 2.20 comply with all conditions attached to any music or dancing licence and any theatre licence for the School Premises. A copy of each such licence may be seen on application to the Agent and the Hirer shall be deemed to have had notice of all such conditions and shall indemnify the Owner against all losses, costs, damages and expenses resulting from any failure to comply with the same;
- 2.21 not to bring onto the School Premises, or sell or permit to be sold on the School Premises, any alcohol or any other liquid or refreshments, without the prior consent of the Agent, and in any event to strictly comply with all legal requirements regarding the sale and consumption of alcoholic liquor, the performing of plays and the exhibition of cinematograph films, and not infringe any copyright subsisting under the Copyright Act 1956. The Owner or the Agent shall be entitled to require proof that the provisions of this clause have been complied with 48 hours before the hiring. All legal requirements of Gaming and Lottery legislation shall similarly be observed without infringement;
- 2.22 ensure that all scenery and costumes used for stage performances and the like are fire-proofed;
- 2.23 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;
- 2.24 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;
- 2.25 ensure that any activities involving children and/or vulnerable adults comply with all statutes, byelaws and regulations relating to public use of the School and all relevant legislative, local Children's Services, local authority, 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;

- 2.26 ensure that payment is made monthly in advance to "Ruskin High School". 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;
- 2.27 comply with any guidance on acceptable/unacceptable behaviour produced by the Agent or other representative of the Owner and provided to the Hirer;
- 2.28 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; and
- 2.29 the Hirer must be responsible at his/her own expense for carrying out his/her own risk assessment with regard to the hiring.

### **3 Rule for Hire**

- 3.1 The Hirer acknowledges and agrees that in addition to, and without limitation to, the general conditions and obligations at Clause 2, the following specific Rules for Hire shall apply, and shall be observed and adhered to by the Hirer:

Rules for Hire:

- 3.1.1 **Photography**

Cameras may only be used in the facility with permission of the Facilities Manager. Mobile phones are not permitted in changing areas.

- 3.1.2 **Times**

Use of the facility is for 55 minutes to allow for changeover time, unless otherwise stated. The Hirer is encouraged to be at the School 15 minutes before hire time.

- 3.1.3 **Cancellation**

The Hirer must notify the Office of any cancellation at least 24 hours in advance otherwise full payment will be due. The school will only allow upto three "no fee" cancellations in a 12month period.

The School will endeavour to give at least 24 hours' notice to the Hirer should the School have to cancel this hire agreement, though in some circumstances this may be beyond the control of the School.

- 3.1.4 **Child Protection Policy**

All clubs involved in the instruction of persons under the age of 18 should adhere to the School's Child Protection Policy.

- 3.1.5 **Complaints**

If the Hirer has a serious complaint, then this should be referred to a member of School staff immediately.

- 3.1.6 **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.

### **4 Liability to the Parties and Indemnity**

- 4.1 Except in so far as the Unfair Contract Terms Act 1977 requires otherwise neither Cheshire East Borough Council nor the School will be liable for any injury (including injury resulting in death) or damage to or loss of property, which may occur to, or be sustained by the Service Provider, their assistants, employees, volunteers or agents, children attending any session or others entering the Premises (with the exception of death or injury which may occur by reason of the negligence of the Cheshire East Borough Council or the School or their servants or agents acting within the scope of their authority).

- 4.2 The Service Provider must indemnify and keep indemnified the School, Cheshire East Borough Council, and their employees and agents from and against all actions, claims, proceedings, costs, damages, liabilities and expenses in respect of injury to any persons (including injury resulting in death) and damage to and loss of property which may arise from, or in consequence of, the exercise or purported exercise of the hiring (with the exception of death or injury which may occur by reason of the negligence of the School or Cheshire East Borough Council or their employees or agents acting within the scope of their authority).
- 4.3 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.

## **5 Insurance**

- 5.1 The Hirer must maintain public liability insurance in the sum of five million pounds per claim.
- 5.2 The Hirer must pay all premiums or other costs arising in the provision of such policies of insurance referred to in clause 5.1. A copy of such insurance cover must accompany the application form and be submitted to the Agent at least 48 hours before the hiring.

*[Note to School: The only exception to the above insurance requirement is if the Hirer is an individual person hiring for sole use, or a loose-knit group using the building for the benefit of the community. In these circumstances the Agent can exempt the Hirer from the need to have Public Liability insurance, providing risk management controls are in place. For the loose-knit community groups a risk assessment must be completed by the Hirer for the activity itself and submitted to the Agent with the application form.]*

## **6 Termination**

- 6.1 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 Agent for the time being or his/her successor 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 (service by fax or email not being acceptable).
- 6.2 Notice to have immediate effect may be served by the Owner or the Agent on the Hirer in the event of mis-use, damage caused to property, fixtures and fittings or damage to persons or other fundamental breach of these terms and conditions.

RUSKIN HIGH SCHOOL

SCHOOL PREMISES HIRING APPLICATION FORM

To the Headteacher of the above-named School (acting as the Owner’s Agent):

- 1. We [NAME.....],
- 2. Of [ADDRESS.....]

- 3. Email.....  
(telephone number/s (day time and evening) .....

hereby apply for the hire of the following parts of the premises of the above mentioned School:

- **[NAME OF ROOM.....];**
- from [ ] am/pm to [ ] am/pm on
- [DAY/S.....]
- for the purpose of [.....].
- Please indicate if this booking is *annual* or *term time* : .....
- From date: .....until date:.....

4. We agree to pay for such hire the following sums, namely:-

- £[ ] per hour hire charge.

5. We agree that not more than [ ] persons shall be allowed on the premises during the hiring.

6. We have read, understood and agree to observe and perform the Hiring Conditions attached to this application.

7. We enclose the following documents with this application and confirm that their contents are true, accurate and up-to-date:

- Risk assessment for our proposed activity.
- Evidence of public liability cover in a minimum sum of £5,000,000.

8. 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.

7. This hiring is on behalf of [NAME.....].

Signed by an authorised signatory on behalf of [NAME.....]

Signature.....Name/Position:.....

Dated.....20

**NOTE: All arrangements for use of the School Premises are subject to the Owner and/or the Agent 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 howsoever caused.**

## Tariffs for lettings of facilities at Ruskin Sports School

	Per Hour
Classrooms	£12
Subsequent Classroom	£4.35
Main Hall	£25
Sports Hall Full without changing	£25
Sports Hall ½ without changing	£13
Sports Hall Full with changing	£40
Sports Hall ½ with changing	£20
1/3 Astro Turf under 18's	£18
1/3 Astro Turf adult	£25
Dining Hall	£20
Grass Pitch with changing	£45/game
Netball Court	£12

**School is open for  
Lettings between the  
following times**

**Monday to Thursday**  
(excluding bank holidays)  
6.00-9.00pm

**Friday**  
(excluding Good Friday)  
5.30-6.30pm

**Sunday**  
9am -1.30pm

**All bookings must vacate the school within 15 minutes of the end of the letting, failure to vacate the building within this time scale will result in an additional hourly rate being charged.**



## LETTING - CONDITIONS OF HIRE

1. Application for hire of facilities must be made to the main office.
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 upon written notice given by the Business Manager, and the School will seek to recover the debt.  
  
**Please note** that ***change over*** time is included in the sessions and it is the School policy that failure to adhere to these guidelines will incur a financial penalty of an hour charge.
4. There will be no sub-letting of facilities.
5. Hirers wishing to book facilities in order to provide private coaching to individuals must inform the office at the time of the application. The Business Manager will decide if such a booking is appropriate. Failure to comply will result in immediate cancellation of the booking.
6. The hirer must be 18 years or over.
7. *Cancellation by hirer.*  
In the event of the hirer cancelling or failing to take up any period booked, the party shall be liable to pay the charge for that period booked – refer to point 3.1.3 of the Hirer Agreement.
8. 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.
9. Hirers must be aware that the person(s) in charge of anyone under 18 years of age must be DBS checked and provide us with proof of this. We reserve the right to refuse any application for hire if proof cannot be provided.

## **VAT EXEMPTION (if applicable)**

VAT exemption for block bookings applies only to schools, clubs, associations and organisations representing affiliated clubs or constituted associations. In addition hirers must adhere to the following additional conditions.

1. Bookings must extend over a period of at least three calendar months and must occur at least every fortnight except during school holidays.
2. There must be a minimum of ten individual hire periods.
3. The club must have exclusive use of a defined area within the school.
4. Cancellations are not accepted, all dates must be paid for.

### **Please note the following information is required by Customs & Excise.**

1. Do you require VAT exemption? Yes/No
2. Please indicate from the list which type of organisation you represent.

School	<input type="checkbox"/>
Club	<input type="checkbox"/>
Association	<input type="checkbox"/>
Organisation representing affiliated clubs	<input type="checkbox"/>
Constituted association	<input type="checkbox"/>

If you have ticked any boxes above please provide further details. For example, the name of the School, Club, Association etc. and where appropriate affiliation numbers etc. of the organisation.

(please print) \_\_\_\_\_

I / We agree to accept the above terms and conditions. The information provided is correct to the best of my knowledge.

Print name \_\_\_\_\_ Signature \_\_\_\_\_

Position \_\_\_\_\_ on behalf of: (Club/Organisation) \_\_\_\_\_

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## **DECLARATION**

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

Signed \_\_\_\_\_ on behalf of: (Club/Organisation) \_\_\_\_\_

Date \_\_\_\_\_

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 by fax or post to:

Ruskin High School (Lettings)  
Ruskin Road  
Crewe  
CW2 7JT

Tel : 01270 560514

Fax: 01270 650248

E-mail: enquiries@ruskin.cheshire.sch.uk