



BLYTHE BRIDGE HIGH SCHOOL
& SIXTH FORM

Non Statutory Policy

On

Lettings

Drafted by:
Wendy Keeble
Business & Operations Manager

Date of Approval by Governing Body:
May 2022

Signed By Chair of Governors:

Review date:
July 2023

Person(s) Responsible for Day to Day Management:
Director of Business & Finance

Person Responsible for Review:
Director of Business & Finance

BLYTHE BRIDGE HIGH SCHOOL LETTINGS POLICY

Policy Statement

The School premises are ultimately to be used for the benefit of students, however, the Governors are keen to ensure that school facilities are available to the wider community where possible. Blythe Bridge High School & Sixth Form will, where possible, make its facilities available to others subject to a proper written application from potential hirers and subject to the terms and conditions laid down within the appended agreement. It must be noted however that priority for use of facilities will always be given to school activities. Due to Environmental Health inspections and Health & Safety reasons Blythe Bridge High School & Sixth Form will not include the school catering facilities to any hirers, these facilities are solely for the use of staff and students during the school day.

The Governing Body has considered the appropriate charges to be made for such lettings and these are appended within this policy. Letting charges for general use of a business or commercial nature will be at full cost recovery plus a surplus which can be used for the benefit of the school. The exact amount is delegated to the Headteacher to negotiate dependant on circumstances. Where the facilities are to be hired by a community/ voluntary body the Governing body has agreed that the school will consider only to recover costs (e.g. energy, caretaking and cleaning, wear and tear on equipment and use of consumables). The School acknowledges that in view of high energy costs this hourly charge may be a deterrent to hirers wishing to use internal facilities.

The Governing Body will consider any safeguarding implications when assessing any lettings requests. The safety of all students in school will be paramount. Lettings will not take place on school premises during the school day, where students are studying, or during any extra curricular activities supporting the curriculum.

**BLYTHE BRIDGE HIGH SCHOOL
TERMS AND CONDITIONS
FOR THE HIRE OF THE SCHOOL PREMISES**

All terms and conditions set out below must be adhered to. The 'Hirer' shall be the person making the application for a letting and this person will be personally responsible for the payment of all fees or other sums due in respect of the letting. Such person shall also be responsible for the observance and performance in all respects of the conditions and stipulations contained in the hire agreement.

Status of the Hirer

Lettings will not be made to persons under the age of 18 years, or to any organisation or group with an unlawful or extremist background. 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. Persons may have to undergo, at the discretion of the Governing Body, a criminal record check via the Disclosure & Barring Scheme (DBS) at their own cost.

Any adults working with the school's students (for example, at an after school sports club) must be appropriately qualified. Sports coaches must follow the LA's guidelines for coaching in schools.

Fees and charges

The hire fee shall be paid in full upon signing the Hire Agreement together with any returnable deposit required by the Governing Body.

Duration of the Letting

The Governors shall determine in advance the duration of a letting.

Cancellation or postponement by Hirer

Hirers will be allowed to cancel or postpone such bookings. Refunds or fees payable are at the discretion of the Governing Body.

Priority of Use

The Headteacher will resolve conflicting requests for the use of the premises, with priority at all times being given to school functions.

Attendance

The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approval given.

Behaviour

The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises is vacated.

Public Safety

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. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct and, where applicable, the Hirer must adhere to the correct adult / student ratios at all times.

Own Risk

It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that what they do is at their own risk.

Food and Drink

No food and drink may be prepared or consumed on the property without the direct permission of the Governing Body, in line with current food hygiene regulations. All litter must be placed in the bins provided.

Intoxicating Liquor

No intoxicants shall be brought onto or consumed on the premises without prior arrangement with the Headteacher.

Smoking

The whole of the school premises is a non-smoking area and no smoking is permitted.

Copyright or Performing Rights

No copyright work shall be performed without the licence of the owner of the copyright and the payment of any appropriate fees. The hirer shall comply with all the provisions of the Copyright, Designs and Patents Act 1988. If the hirer shall fail to do so any permission previously granted by the Governing Body to use the school premises shall be immediately cancelled and the Governing Body shall have the right to recover fees, charges or any other payments referred to in these Regulations.

The hirer shall indemnify the Governing Body from and against all actions, proceedings, costs, claims or demands whatsoever, arising out of the performance of Copyright Works on school premises. The hirer shall, immediately after any performance or function at which music has been performed or songs sung, complete, sign and return to the Performing Right Society a Performing Right Society Limited form obtainable from the Performing Right Society Limited, 29-33 Berners Street London W1P 4AA.

If it is proposed to play a copyright record or tape in public, application for a licence so to do must be made to Phonographic Performance Ltd, 103 James Street, London W1R 3HG. Evidence that the necessary licences have been obtained must be supplied to the school at one month before the letting.

Gaming

No gaming is allowed except in accordance with the conditions of the Gaming Act 1968, Section 41 when gaming is carried on at an entertainment promoted for raising money to be applied for purposes other than private gain. A copy of these conditions is open for inspection in the Local Magistrates Court during the normal hours of business and the hirer shall be deemed to have knowledge of the contents thereof whether or not he has availed himself of the opportunity of inspection.

Public Entertainment and other Licences

The promoters of entertainment and functions to which the public are admitted on payment, shall be responsible for completing to the satisfaction of the Governors all formalities in connection with the use of the premises for that purpose. Where the Chief Fire Officer or Licensing Authority require additional facilities for the purpose of a letting (such as "Exit" sign and emergency lighting) which are not already installed, It shall be the responsibility of the Hirer to provide such facilities of an approved type and method of installation. Payment for admission shall be deemed to include admission by tickets or programmes or by any other method by which the making of a payment entitles a person to admission.

No entertainment or function to which the public are admitted shall be allowed unless the premises are licensed for the purpose under the bye-laws of the Local Authority in whose area the premises are situated and all necessary regulations against fire are complied with.

The hirer shall be responsible during the function or entertainment for which the premises are hired for ensuring:

- all safety requirements and recommendations of any licensing authority are complied with;
- any limitation on the number of persons admitted imposed by any licensing authority or the Governors are complied with;
- suitably qualified persons are employed to be responsible for the supervision of the premises and the conduct of those attending so as to avoid personal danger, and damage to the premises.

Sub-letting

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

Charges

Hire charges are reviewed annually and the current charge is set out in the attached document.

Variation of Scales of Charges and Cancellation

The Hirer acknowledges that the charges given may be increased from time to time and will be reviewed by the Governing Body on an annual basis. In the event of cancellation, it is the Hirer's responsibility to notify parents in writing (of any changes in dates or venues at least a week in advance).

Security

The Governing Body will hire and pay for a person to be responsible for the security of the premises before and after the hire, and for cleaning of the premises after the hire. This 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. Only named holders, employed by the school, may operate the security system and hold keys for the school.

Right of Access

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

Furniture and Fittings

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorations of any kind that necessitates drilling, or fixing by nails or screws are permitted. In the event of any damage to the premises or property arising from the letting, the Hirer shall pay the cost of reparation required.

School Equipment

This can only be used if requested on the initial application form and if its use is approved by the Headteacher. Responsible adults must supervise the use of any equipment which is issued 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.

Electrical Equipment

Any electrical equipment brought by the Hirer on to the school site MUST comply with the LA code of practice for portable electrical appliance equipment. Equipment must either have a certificate of safety from a qualified electrical engineer or be inspected by the LA. The intention to use any electrical equipment must be notified on the application.

Car Parking Facilities

Subject to availability, these may be used by the Hirer and other adults involved in the letting. The Hirer is responsible for the cost of repairing any damage to the premises and grounds caused by inconsiderate car parking.

Toilet Facilities

Access to the school toilet facilities is included as part of the hire arrangements, within the scope of the aforementioned conditions.

First Aid Facilities

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.

Conclusion of the Letting

The Hirer shall, at the end of the hire period, leave the accommodation in a tidy condition, all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional cost may be charged.

Vacation of Premises

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. In the event of an emergency, occupants must leave the college by the nearest exit and assemble on the hard area at the rear of the school (adjacent to the playing fields). The Hirer must have immediate access to participants' emergency contact details and may use the telephone in the school office in the event of emergency. Hirers are responsible for familiarising themselves with emergency exits and must ensure that participants are aware of evacuation procedures.

Promotional Literature / Newsletters

A draft copy of any information to be distributed to participants must be agreed by the Headteacher a week prior to distribution by the Hirer.

Condition of Pitches

Hire of the pitches may be cancelled, at short notice if the weather conditions have resulted in deterioration in the quality of the pitches.

Condition of the Swimming Pool

Hire of the swimming pool may be cancelled, at short notice, if it is considered that the swimming pool is unsafe for any reason. It is an expectation that the hirer leaves the changing rooms in a good condition. If there is any damage to the swimming pool, the swimming pool surround or the changing rooms the hirer will repair the damage at their expense. As part of any agreement with the hirer it is a condition of agreement that sufficient damage and personal insurance is in place. Please see separate addendum that is specific to the hire of the swimming pool.

**BLYTHE BRIDGE HIGH SCHOOL & SIXTH FORM
LETTINGS AGREEMENT**

The Hirer confirms that adequate and appropriate insurance cover is in place for the activity to be carried out:

Either

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 has been included in the hire charge

Or

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 £2 million. The Hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.

Neither the school nor the Local Education Authority will be responsible for any injury to persons or damage to property arising out of the letting of the premises.

The Hirer confirms that arrangements are in place with reference to First Aid **Yes/No**

The Hirer undertakes to comply with the regulations regarding the use of own electrical equipment **Yes/No**

Any other relevant information

I confirm that I am over 18 years of age and that the information provided on this form is correct and that I fully understand the term and conditions.

Name

Signature Date

Address

Telephone number

All documentation has been shared in accordance of the Lettings Policy, the Agreement and Application has been signed by the Provider and the Hirer.

Signature of School Representative/Provider.....

Full Name (in block letters)..... Date:

Blythe Bridge High School & Sixth Form1

Lettings Charges 2022/2023

Area	Monday -Friday	Saturday	Sunday
Classroom	£13.00	£20.00	
Gym	£30.00	£43.25	£49.00
Small Hall	£30.00	£43.25	£49.00
Main Hall	£43.25	£66.25	£83.50
Swimming Pool	£31.75	£43.25	£54.00
Playground	£20.25	£26.00	£37.50
Hard Courts	£20.25	£26.00	£37.50
Playing Field	£12.20	£12.20	£12.20

All costs assume member of Site team on site to unlock/lock except playing field lettings.

Excludes the costs of lifeguards

