



Inspiring Learners for their future

LETTINGS POLICY

MAY 2010

Consultation History

Governors/staff/parents/students	Date
Executive (Leadership Group)	March 2005
Teaching and Non-Teaching Staff	March 2005
Curriculum Committee	Nov 2006 (App. 1)
Full Governing Body	Dec 2006 (App. 1)
Next Review of Policy	As required

Lettings Policy

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Policy statement

The Ridgeway School wishes to make its premises available for community use in order to maximise the use of the buildings outside of school hours and generate income for the school.

School objectives

To create quality learning conditions which include all statutory requirements.

To optimise additional public funding for the school, and its expenditure by the school. Through the targets: a safe and adequate physical environment for all pupils, staff and visitors; formal learning programmes 11 – 16, contributing to the spiritual, moral, cultural, aesthetic, mental and physical development of pupils, to include all national curriculum core and foundation subjects, religious education and other legal requirements put in place from time to time; formal learning programmes post-16 in subjects offered to students at A Level and VCE; and an "entitlement" element to include religious education; learning support arrangements for pupils with special needs; informal learning opportunities to be offered outside the classroom; applying funding efficiently.

Procedures

A. Responsibilities and Accountability

1. The governors of the school are responsible for the school's Lettings Policy, for agreeing the lettings charges, and for reviewing them annually.
2. A member of the executive team is responsible for reviewing and managing the school's Lettings Policy and for promoting and exploring the expansion of the school's lettings possibilities, and is accountable to the Head.
3. A member of the administrative team is responsible as 'lettings manager' for liaising with the clients, arranging the lettings and payment for them, keeping the Lettings Diary, and liaising with the site manager, the catering manager if appropriate, and the member of the executive responsible for lettings, to whom he/she is accountable.
4. The site manager and the lettings manager are responsible for showing the accommodation available to the client prior to the letting, and, during the letting, the site manager is responsible for overseeing the use of the premises and securing the buildings after the lettings. Both the lettings manager and the site manager are accountable to the business manager.
5. The lettings manager is responsible for producing a brochure to advertise lettings to potential clients.

B. Facilities available

1. The following premises are available for letting:

- the hall only, for meetings etc. with no refreshments,
- the hall (excluding stage), dining room, and kitchen together as a package, for functions with refreshments / meals served,
- the hall and stage, dining room, and kitchen together as a package, for functions with refreshments/meals served.
- the dining room and kitchen, for functions with refreshments meals served.
- the kitchen, for preparation of meals prior to a function.
- classrooms, the Sixth Form Common Room and Drama studio.
- the conference room.
- the Creative Planet Centre

2. Various items of school equipment may be available for hire during a letting of the premises, on application, e.g. PA system, video projector etc.

3. Catering facilities can be offered for functions, conferences etc., but clients may also cater for themselves if they wish, by prior arrangement.

C. Availability of premises

1. In term-time, on weekdays, the premises are available as follows:

a. during the school day from 8 a.m. to 5 p.m.,

I. the new block, including the Sixth Form Common Room and Drama Studio, on Sponsored Day and Teacher Training days,

II. the conference room, when it is not in use for the benefit of the school.

III. the Creative Planet Centre, by prior arrangement, when not in use by the school.

b. after the school day, from 6 p.m. to 11 p.m.,

IV. the classrooms, Sixth Form Common Room and Drama Studio,

V. the hall, stage, dining room and kitchen, when the hall is not set up for internal or external examinations,

VI. the Creative Planet Centre

2. During school holidays and at weekends in term-time, the premises are available as follows:

VII. the classrooms, Sixth Form Common Room, Drama Studio, the hall, stage, dining room and kitchen, and the Creative Planet Centre, from 8.30 a.m. to 11.30 p.m., when cleaning or maintenance is not taking place in those areas

D. Charges for lettings

1. Charges for all lettings will remain at the Governor Body's discretion, with consideration being given to the local authority rates, especially in the case of evening classes run by the local college.
2. Charges will be made per session. Sessions are defined as follows:

Schooldays

- a. the morning session is from 8.30 a.m. to 12.30 p.m.
- b. the afternoon session is from 12.30 p.m. to 5.00 p.m.
- c. the evening session is from 6.00 p.m. to 11.00 p.m.

Weekends and School Holidays

- a. the morning session is from 8.30 a.m. to 12.30 p.m.
 - b. the afternoon session is from 12.30 p.m. to 4.00 p.m.
 - c. the evening session is from 5.00 p.m. to 11.30 p.m.
3. The premises may be hired continuously from the afternoon through to the evening session.
 4. These charges will include a fee for site management.
 5. When a client is hiring more than one facility, then the site manager's fee is only charged once.
 6. Charges may include an adjustment to contribute towards the Indemnity to Hirers insurance. This contribution will be reviewed annually, in consideration of the number of hirers per annum.
 7. Charges will include the costs of heating, lighting and electricity, calculated per square metre from the previous year's energy bill, and depreciation costs.
 8. Charges for the hire of the kitchen will not include the wages of a member of the catering team, who may need to oversee the use of the equipment and kitchen facilities.

9. Where a client is hiring a room or rooms for more than one session, then there is a reduction in the overall cost of 10%.
10. The total fees to the hirer will include a profit to The Ridgeway School. The fees will be reviewed annually, and are called "standard fees" (see Appendix 1).
11. At the lettings manager's discretion, the fees to the hirer may not include a profit to The Ridgeway School if
 - a. the hirer is currently employed at the school,
 - b. the hirer is raising funds for a registered charity.
12. All hirers are required to leave the premises and equipment clean and undamaged, therefore a returnable deposit is to be paid before the date of the letting to cover any repairs, replacement of equipment, or hiring of cleaning staff necessitated by the letting. This deposit is usually £150.00 but may be subject to change where concessionary fees are paid or where there is a licensed bar.
13. Hirers requiring catering services may sometimes pay the charges required by that company, by prior agreement with the lettings manager.
14. All fees are to be paid in full by at least ten days before the date of the letting. If the fees are not paid by this time, then the lettings reservation may be cancelled.
15. The school reserves the right to cancel any booking, and, in this event, will refund any charges already paid for the hiring of the premises. The hirer may be offered an alternative date or dates, but, in any event, the school shall not be liable by virtue of such cancellation, or for the payment of any compensation whatsoever.
16. If the hirer cancels the booking having paid the fees in full, all fees will be returned except the initial deposit if the cancellation is prior to 28 days before the date of hiring. Thereafter, at the lettings manager's discretion, the school may retain the full fee in compensation for lost earnings.
17. The current standard fees may be found in Appendix 1.

E. Procedures for Dealing with Applications

1. After receiving an enquiry for a letting, the lettings manager will check the availability in the school diary, check the availability in the lettings diary, check with the site manager and, if relevant, the catering manager.
2. The lettings manager then arranges for the client to visit the school to confirm that the accommodation and facilities are suitable.
3. An application form is given/sent to the client together with full details of costs and the terms and conditions of letting (see Appendix 3).
4. On receipt of the application form, the requirements are checked and costed. Signatures are obtained from the site manager and the lettings manager. The catering manager is informed in writing if the letting includes the use of the kitchen or requires any catering services. In this case the catering manager would also sign the application form.
5. A consent form, giving confirmation of the letting, is sent to the client. (see Appendix 4).
6. With this confirmation of booking, the hirer will be given in writing a "Safety Notes" briefing sheet which contains the following information (see Appendix 5):
 - a. positions of fire alarms
 - b. site of emergency telephone
 - c. position of fire fighting equipment
 - d. escape routes and evacuation procedure
 - e. safety regulations concerning seating and gangways
 - f. the maximum number of persons to be admitted to the hall.
 - g. and will provide a safety guarantee for any electrical equipment to be used during the hire.
7. The client returns the duplicate of the consent form to the school, duly signed by the client.
8. The client should pay the full fee for the letting, including the deposit, 28 days before the date of the letting. Failure to do this means that the letting may be cancelled, and the client is notified of this in writing.
9. A receipt for the fees paid is sent to the client within seven days of receiving them.

F. Terms and Conditions of Letting

1. General Conditions

- a. Use of the premises during school holidays is limited to such as will not interfere with cleaning, building works and maintenance or repair.
- b. Premises are let as they normally stand and no alterations or additions shall be made to the lighting, heating, seating, gangways, fittings, fixtures or other arrangements of the accommodation except with the authority of the Headteacher. Any special requirements, such as a TV/video, are to be requested on the application form and paid for as stated in addition to the basic hiring charge. Stage lighting shall not be used unless special approval is given and a competent operator is available.
- c. All passages, stairways and exits to which the public have access shall, at all times when the public are on the premises, be kept free from obstruction.
- d. Smoking is not permitted,
- e. Posters or placards will not be permitted on the premises.
- f. No bolts, screws, nails or tacks shall be driven into any part of the premises, neither shall any adhesive be used on walls, except for Blotak for workshop charts, etc
- g. No article of any inflammable or explosive character, or any article producing an offensive smell, or any oil, electric, gas or other engine shall be brought into the accommodation
- h. The hirer shall be responsible for the maintenance of good order and behaviour during the hiring, inside and outside the building.
- i. No intoxicating liquor shall be sold, supplied or consumed without the previous consent of the member of the executive team i/c lettings. A copy of the license must be obtained before the letting can proceed.
- j. The kitchen will only be hired on the condition that a member of the catering staff is on duty to supervise the use of the school equipment. The member of staff is not required to work for the hirer.
- k. Attention is directed to Sec. 12 (1) of the Children and Young Persons Act, 1.933, which provides that, when the number of children attending an entertainment exceeds one

hundred, it shall be the duty of the person providing the entertainment to provide an effective corps of properly instructed stewards, to see that the number of children attending does not exceed the proper accommodation of the building and to take all other reasonable precautions for the safety of the children.

- l. The charges made for the use of the premises are inclusive of all payments to the site manager.
- m. No substance is to be applied to floors to prepare them for dancing.
- n. No dogs, other than guide dogs for the blind, shall ordinarily be allowed in the school buildings.

2. Fire and Safety Precautions

The lettings manager and site manager are responsible for ensuring that

- a. the hirer has received the "Safety Notes" briefing sheet
- b. escape routes are unlocked and unobstructed and all doors are easily operable from the inside
- c. safety lighting is switched on and in full working order
- d. fire fighting equipment is available
- e. the premises are secure and free from fire risks at the end of each period of hire.

The hirer is responsible for ensuring that:

- a. there is adequate supervision throughout the period of hire
- b. the maximum permitted number of persons attending is not exceeded
- c. all supervisors are familiar with fire escape procedures and assembly points.

3. Statutory Requirements

- a. The school has a Public Entertainment Licence, and hirers are requested to observe the conditions of the licence. For example, these conditions place limits on the hours during which the activity can take place and on the maximum number of persons who can be present in the licensed accommodation.
- b. Hirers wishing to stage a play should check with the school to see if they are covered by the school's Theatres Act Licence.

- c. Intoxicating liquor cannot be sold on the premises unless the hirer or the person providing the bar facilities has obtained a licence from the Borough Justices. Such licence must be shown to the site manager on the premises before the commencement of the letting. The bar must be situated where young persons under the age of 18 years cannot obtain access.
- d. Where children and/or young people are involved the hirer must provide evidence of an appropriate safeguarding procedure being in place. A list of the names and addresses of adults regularly attending, together with Enhanced CRB check, Independent Safeguarding Authority registration and evidence of basic child protection training to be provided. Where relevant, proof of Ofsted registration. Where there is an adults only letting during school hours, or where adults are present that have not been Enhanced CRB checked, that the room/area being let is physically segregated from pupils.

4. Damage to School Property

The hirer shall repay to the school, from the returnable deposit, any additional staff costs resulting from the use of the grounds or premises by the hirer and the cost of reinstating grounds or reinstating or replacing any part of the accommodation which shall be damaged, destroyed, stolen or removed during the period of hire or prior or subsequent thereto if in relation to or by the reason of the hiring. The amount of the cost shall be certified by a quotation from a contractor and will be conclusive.

5. Indemnity

- a. The hirer shall indemnify the school against all claims, demands, actions or proceedings, in respect of goods or clothing or of the death or injury of any person which shall occur during the period of hire or prior or subsequent thereto if in relation to or by reason of the hiring. Provided always that this indemnity shall not apply in the event of any negligence on the part of the school governors, the school staff or any defects in the premises or of an act of God or the Queen's enemies.
- b. Premises shall not be used for any unlawful purpose and in every letting there shall be deemed to be implied on the part of the hirer an undertaking with the school strictly to observe and perform all statutory provisions and regulations and all conditions and regulations imposed by the Justices to any letting and to indemnify and save harmless the school governors and the school staff from all penalties, damage and costs which they may incur in consequence of any breach or default in complying with any such provisions, regulations or conditions.

- c. The hirer shall indemnify the school against any claims, demands, actions or proceedings arising out of the infringement of copyright, etc., during the period of the hire of the premises.
- d. The transmission of oral or visual reproduction of anything which is taking place in the school or any commentary thereon by any means is prohibited, except with the previous written consent of the Headteacher.
- e. If a charge is to be made by the hirer for admission and musical works are to be performed vocally, instrumentally or mechanically, then the hirer should check with the school to see if they are covered by a licence from the Performing Rights Society.

6. Right of Entry

The Headteacher, governors, and other authorised staff of the school shall in pursuance of their official duties have free ingress and egress to and from the hired premises.

7. Right of Refusal

The school reserves the right to refuse any application for use of premises and to refuse admission to, or to ask any persons to leave the premises.

8. Failure to Observe Conditions

If the hirer shall fail to observe or perform in any respect or secure the due observance by others of the provisions of the school's Terms and Conditions of Letting (see Appendix 6), the school may without notice forthwith terminate the hirer's rights under the agreement and effect the immediate vacation of the school. Such termination shall not release the hirer from any of his obligations under the agreement or affect any right or remedy which the school may have under the agreement or otherwise and the school shall be entitled to retain for its own use and benefit any monies paid.

9. Responsibility for Property

Neither the school nor its staff shall be responsible for goods, materials, clothing etc., brought into or left in the building. Cars are parked on school premises at owners' risk.

10. Interpretation

The school's decision as to the interpretation of these conditions shall be final and conclusive.

11. Insurance

The school insures itself for the legal liability to pay damages out of claims for negligence brought by third parties in respect of death, bodily injury or damage to property.

G. Action/Marketing

1. The school will produce a brochure to advertise its letting facilities, which includes a description of the facilities available, costs, terms and conditions of letting,
2. The school will seek to expand its range of lettings clients.
3. The school is keen to encourage greater community use of its facilities.

APPENDIX 1

Room charges from April 2009 – March 2010

	Week day Daytime rate	Evening rate Mon-Thurs	Fri Eve & Weekend rate
Hall (inc stage)	£110	£130	£150
Dining Room only	£65	£75	£85
Hall (inc stage) and Dining Room	£145	£160	£180
Conservatory only	£65	£75	£85
Conservatory as additional space	£15	£20	£25
Classroom/Conference room	£65	£70	£75
Additional classroom	£10	£15	£18
Home Economics classrooms	£20	£25	£30
IT classrooms	£20	£25	£30
Drama Studio	£70	£80	£90
Common room and Drama Studio	£90	£95	£105
CPC	£90	£95	£105

Kitchen Charges from April 2009-March 2010

	Cost per hour
Beverages only	£2
Full Facilities	£10
Supervisor	£10