

## **CLUB LETTINGS POLICY**

### **Introduction**

The purpose of this policy is to help Plantsbrook Learning Trust set out their policy on lettings for their schools.

### **Correspondents**

All correspondence for hire of our School facilities should be addressed to:

Contact: **Director of Finance and Support Services**

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

Website: [www.plantsbrooklearningtrust.org](http://www.plantsbrooklearningtrust.org)  
[www.plantsbrookschool.co.uk](http://www.plantsbrookschool.co.uk)  
[www.townj.bham.sch.uk](http://www.townj.bham.sch.uk)

### **Interpretation**

- “**The School**” in this document = **Plantsbrook Learning Trust / Plantsbrook School /Town Junior School**
- “**The Hirer**” in this document = **the person in whose name the accommodation is hired** and who shall be present throughout the period of hire.

### **Available to Hire**

- Sports Hall - Plantsbrook School
- School Hall -Town Junior School
- Playing Fields – Town Junior School
- Theatre, changing rooms, Stage, lighting – Plantsbrook School
- Gymnasium (currently in sports hall)
- ICT suite – both schools
- Conference Rooms – Plantsbrook School
- Dining Hall – Plantsbrook School
- Community Room with small kitchen and toilet – Town Junior School

## Bookings

All applicants for the hire of the above facilities shall be submitted to the address [above] on the application form (also available from the School Reception and on the School website) at least one month before the proposed start of hiring, except in circumstances approved by the Head Teacher and / or Chair of Governors. The Head Teacher and/or Governing Body of each school have the authority to review and reduce charges at their discretion.

The person who signs the form must be over 18 years of age and shall be deemed to be the hirer.

The above facilities are offered for club use on a regular lettings basis. If, exceptionally, the facilities are hired for a special event, then other conditions as determined by the Head Teacher or Chair of Governors of each school, according to the requirements of the proposed event, will apply.

The School reserves the right to refuse any application for the use of facilities or to cancel a booking.

## Payment of Fees

1. All bona-fide clubs must ensure that payment for facilities is made within 14 days of receipt of an invoice from the school
2. Cheques should be crossed and made payable to **Plantsbrook School or Town Junior School**. This information will be on your invoice
3. Bank details for BACS payments will be on the invoice
4. 10% non-refundable deposit will be required for all bookings
5. 10% discount will be applied to block bookings – that is 10 or more sessions booked on 1 application
6. All charges will be split over the period of the block bookings and the school reserves the right to refuse entry if previous invoices have not been paid.

## Scale of Charges

The scale of charges to be paid for the use of the above facilities shall be in accordance with the scale laid down by the School which reserves the right to increase the scale of charges at any time. In such event the hirer will be liable to pay those charges which are current at the date for which the premises have been booked. The rates will be reviewed and revised from the 1<sup>st</sup> September each financial year – hire period runs from 1<sup>st</sup> September to 31<sup>st</sup> August following year. All payments for hire from 1<sup>st</sup> September to 31<sup>st</sup> August must be paid before the end of that hire period.

## Cancellations

1. The hirer must indicate on their application form the dates they do not require – if booking for club use. Any booked dates that the hirer does not use will be charged at the full rate – or as agreed within the original signed contracts
2. Clubs booked in as a block booking will not be entitled to a refund if they cancel during the period of the booking. The club will be liable to pay the agreed costs of the booking up to the end of the month of the notice for cancellation is given, which will need to be 14 School days.
3. If any circumstances over which the School does not have control render the facilities or any part thereof not available, the hirer shall not be entitled to any financial compensation.
4. If any breakdown, leakage or accident necessitates the cancellation, or part cancellation a full or part refund will be given to the hirer.
5. All cancellations must be given in writing to the Trust at the address above with at least 14 school days' notice.

## Liability and Insurance

1. The hirer shall indemnify the Trust against damage caused to the premises, furniture, fittings, apparatus or any other property during the period of hire and any expense incurred in making good any damage and all administrative costs incurred by the Trust.
2. The hirer shall indemnify the Trust against death or personal injury [caused other than by negligence of the Trust or its employees] or any damage, loss or theft of any goods belonging to the hirer or any other persons.
3. The hirer **shall produce the Certificate of Insurance** on making the application for hire
4. The hirer shall hold a current **Public Liability Policy and should produce the same when making the application** and the hirer will be required to record details of their policy on the application form.
5. All clubs must sign the school disclaimer form – waiver and release of liability agreement.

## **Use of premises**

- A. The hirer shall not use or permit any person to use the School or its facilities for any purpose other than that for which it was hired.
- B. The hirer shall not assign or sub-let the right to use the School or its facilities.
- C. It will be a condition of the hiring that the maximum number to be admitted to School and its facilities shall be that as directed by the School.
- D. The hirer shall not sell any item on the premises.
- E. The use of the hired premises shall be restricted to those areas for which specific approval has been given and to those times specified in the hirer's application. Use of furniture, apparatus and other equipment in the premises will be subject to the prior approval of the School.
- F. All decisions made by the School employee on site and representing the School shall be final.
- G. The hirer shall be responsible for ensuring that the hired premises are left in the same condition in which they were found. The School reserves the right to carry out an inspection following the hiring and to levy such charges as may be deemed necessary to reinstate the hired premises to a required standard.
- H. The hirer must give special attention to the behaviour of those in attendance during the period(s) of hire and to the interests of residents and the School's community so that they are not disturbed or caused any inconvenience.
- I. Hirer shall be present at all times during the period of hire
- J. The School premises will not be let for functions where a public entertainment, intoxicants or other licences are required
- K. The School reserves the right to refuse or cancel any function without assigning a reason and will agree in such circumstances to fully reimburse any money received from the hirer.
- L. All IT equipment bought into the School for presentations etc. must comply with the School's IT policy and be first checked and confirmed for use by the School IT Manager.
- M. All software to be used for presentations cannot be uploaded without the consent of the School IT Manager or a member of the team.
- N. The IT Manager reserves the right to refuse upload of software or specialised equipment if they feel that it will affect the School's network or cause harm to the School servers.
- O. All computers, laptops, projectors etc. must be left in the same condition provided; the School IT Manager reserves the right to charge for any damage caused to equipment or software.
- P. The hirer will be responsible for ensuring the School's IT policy is adhered to.

## **Appropriate Qualifications**

All clubs must ensure that they have the appropriate qualifications for the activities that they are carrying out. These documents must be provided to the school during the application process.

## **Car Parking**

The parking of any vehicle on the hired premises shall be subject to the agreement of the School, within approved areas and permitted only on the condition that:

1. Any person bringing any vehicle on to the premises does so **at their own risk** and that they accept responsibility for any damage caused to any belongings or injury to any person or the property of the School by such vehicles, or the presence of such vehicles on the School's premises
2. The hirer shall maintain at all times adequate means of access to Fire Appliances, Ambulances, other emergency vehicles and vehicles accessing other parts of the School within the car parking areas and shall provide stewards, as determined by the School [or its representative], for this purpose.
3. The hirer must ensure that all person's park in the designated car parks as advised by the Site Staff or any 'on site' employee of the School.
4. There is to be no parking on the grass at any time or for any reason

## **Health and Safety**

The HIRER shall:

1. Comply with all safety directives issued by the Governing Body, School and its employees.
2. Ensure that all passages and exits in the premises are kept clear during the hiring period.
3. Ensure that the maximum number of persons admitted to the premises does not exceed the maximum determined by the School to comply with safety standards for the activities being undertaken.
4. Notify the School, or its employees, immediately in respect of all accidents which may arise during the hiring period.
5. Carry out his/her obligations under the Health & Safety at Work, etc. Act [1974] not only in respect of his/her own employees but also in respect of employees of the School and members of the public.
6. Hirer is required to carry out their own risk assessment of the facility hired and must provide own first aid facilities for any hire.
7. Comply with any specific risk assessments provided by the school

The HIRER shall **not**:

1. Without the consent of the School, introduce equipment for use in the hired premises, alter fixed installations, alter or remove fire and safety notices or equipment, or otherwise take any action which may create a hazard.
2. Intentionally or recklessly interfere with or misuse anything provided in the interests of health, safety and welfare.
3. Hire must ensure that appropriate footwear is worn in all the hired areas as advised at the time of hire and in this document. Care must be taken to ensure no damage is caused to the school building or its contents.

## **Right of Entry**

The Trust reserves to its employees and such other persons that it may duly authorise the right of free and unimpeded entry at all times to the hired premises.

## **Children and Young Person Act 1933**

The hirer shall comply with the requirement of section 12 of the Children and Young Persons Act 1933. *[This section of the Act refers to the adequate supervision of children]*

## **Good Order**

The hirer shall be responsible for good order being kept throughout the period of the hiring, and the School reserves the right to charge the hirer for any expenses incurred in engaging security to preserve order prior to, during and after any hiring.

The hirer **shall ensure** that:

- Special attention shall be given to the behaviour of those on the premises.
- The interests of residents in the neighbourhood are protected and that they are not inconvenienced as a result of the hire
- Other functions or events on the premises are not interfered with.
- All those in attendance during the hiring vacate the premises in an orderly manner and by the finishing time as stated on the application form.

The trust will not permit land or buildings to be let where it is satisfied that the safety of the buildings and the public cannot be ensured.

## **Rights of Admission**

The School reserves the right, at its discretion, to refuse or direct the hirer to refuse admission.

## **Vacation of Premises**

1. The hirer shall ensure that the hired facilities and any equipment used are left in a tidy and orderly condition at the end of the period of use.
2. Any hiring which exceeds the allotted time will incur charges of double the hourly rate for such extra time plus any additional charges in respect of labour costs involved.
3. The hours specified are the total hours for which the hired premises may be used by the hirer.
4. The School reserves the right to charge the hirer extra costs for time and expenses should events exceed the allocated time.
5. It is the hirer's responsibility to vacate the premises on time to ensure no delay to those who may be using the facilities after them.

## **Spectators**

The hirer shall be responsible for the control of any person in the building or grounds of School during the period of hiring. The hirer shall be liable for any claims resulting from any failure thereof.

It should be noted that there are no spectator facilities in some parts of the premises

## **Intoxicants**

It is the responsibility of the hirer to ensure that there is no consumption of alcohol or other intoxicant anywhere on School premises. [This will include outside areas as well as within the building] The hirer shall be liable for any claims resulting from any failure thereof.

## **Drugs**

No illegal drugs are allowed on School premises. The hirer has full responsibility to ensure that the School is kept 'drug' free. The School reserves the right to terminate any contract with the hirer if it believes that drugs have been allowed on the premises. School also reserves the right to not return any money owed and inform the appropriate authorities.

## **Smoking**

It is the responsibility of the hirer to ensure that there is no smoking OR vaping allowed anywhere on School grounds; inclusive of carpark areas. [This will include outside areas as well as within the building] The hirer shall be liable for any claims resulting from any failure thereof.

## **Animals**

It is the responsibility of the hirer to ensure that no animal is taken into the School building or grounds. The hirer shall be liable for any claims resulting from any failure thereof.

## **Alcohol**

No alcohol is permitted on school site at any time

## **Gambling**

It is the responsibility of the hirer to ensure that no lottery, gaming, betting or other form of gambling takes place on School premises. The hirer shall be liable for any claims resulting from any failure thereof.

## Prohibitions

All hiring's are subject to the following prohibitions:

- A. That no bolts, tacks, nail or screws are driven into any part of the hired premises or furniture thereof.
- B. That no gas filled balloons, confetti or paper streamers are used at any time either inside or outside the hired premises
- C. That no wax or powder is placed on any floor
- D. That inflammable materials and articles of an explosive nature are not allowed on the hired premises
- E. That no alteration, addition or variation is made by the hirer to the lighting, to other electrical installations, heating, fixtures, fittings or any other arrangements on the hired premises, except by prior arrangement and with approval of the School.
- F. That no cooking of food takes place
- G. That no butane or gas cylinders and no articles which are dangerous or offensive are brought on to the premises
- H. That no furniture, apparatus or appliances are delivered to the premises by or on behalf of the hirer or unloaded, placed in position and removed by the hirer or person employed by him or her for such purposes unless with the written agreement of the School.
- I. No food or drink is taken into the IT suites and all equipment is left in exactly the same way as was setup by the School IT technicians – who reserve the right to carry out audits and charge the hirer for any costs incurred for replacing items damaged.
- J. No smoke or haze machines allowed anywhere on the school site
- K. No food can be taken into the theatre's or other areas within the main buildings. Food can only be consumed in the designated areas e.g. dining hall. This must be agreed prior to hire.

## Footwear

It is the responsibility of the hirer to ensure that appropriate footwear is worn by all persons within the Sports Hall, dance studio, theatre and any other room during the period of hire. The hirer shall be liable for any claims resulting from any failure thereof. The hire will be informed and of any special conditions at the start of the application process

**It is an absolute requirement that no outdoor footwear is to be worn in the Sports Hall, Gym or Dance Studio or other fitness areas at any time in the new facilities at Plantsbrook school.**



## **Wheeled Conveyance**

It is the responsibility of the hirer to ensure that prams, buggies, etc. are not taken into the Sports Hall, main Hall and fitness areas, and that any wheelchairs used in these areas have tyres of a specification which does not damage or mark the floors. The hirer shall be liable for any claims resulting from any failure thereof

## **Catering**

There are currently no self-catering facilities available at Plantsbrook school. It is the responsibility of the hirer to ensure that notices are observed and no food or drink is taken into any part of the building other than the designated eating areas. School catering facilities may be available on request including the hiring of the dining hall. The hirer shall be liable for any claims resulting from any failure thereof

## **Complaints**

Any complaints should be made in writing through the hirer to the Trust at the address above.

## **General**

In the event of any matter arising in connection with the letting of the hired premises which is not covered by these conditions, the Trust shall have full power and authority to deal with the same in such a manner as it may deem advisable.

The Trust has the right to refuse entry to or cancel any club which causes issues or incidents including damage to property and harassment towards other club members, staff or residents within the School community.

## **Modifications of Conditions**

These Conditions of Hire may be modified without warning by the Trust at any time. Any such modifications will be notified in writing to the hirer. The Trust reserves the right at any time to refuse or cancel any hiring without assigning a reason and will agree, in such circumstances, to fully reimburse any monies received from the hirer.

## **Monitoring, Reviewing and Evaluating**

The policy will be reviewed and updated yearly. The person responsible for this will be the Director of Finance and Support Services.

This policy should be read in conjunction with Schools IT policy and any other policy provided related to the hire of the school.

# APPENDIX 1

## HIRE APPLICATION



## LETTINGS POLICY



### HIRE APPLICATION

#### DATA PROTECTION ACT 2018 - GDPR

The information provided on this form will be kept strictly private and confidential and will be used for administration purposes only.

#### **HIRER'S DETAILS**

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

Telephone number: Day \_\_\_\_\_

Telephone number: Evening \_\_\_\_\_

Organisation \_\_\_\_\_

#### **BOOKING DETAILS**

Facility/s booked \_\_\_\_\_

\_\_\_\_\_

Activity \_\_\_\_\_

Start Date \_\_\_\_\_

End Date \_\_\_\_\_

Dates not required \_\_\_\_\_

Session Day \_\_\_\_\_

Session Times \_\_\_\_\_

**PAYMENT DETAILS**

Duration of Session \_\_\_\_\_ hrs \_\_\_\_\_

Number of session's booked \_\_\_\_\_

Total Hire Charge \_\_\_\_\_

Deposit required (10%) \_\_\_\_\_

Balance remaining \_\_\_\_\_

**PUBLIC LIABILITY INSURANCE**

(Minimum amount £5,000,000)

Name of Insurance company \_\_\_\_\_

Sum Insured \_\_\_\_\_

Expiry date \_\_\_\_\_

Certificate number \_\_\_\_\_

**RISK ASSESSMENTS / QUALIFICATION CERTIFICATES**

Copies of all assessments & qualification made by the hirer are to be submitted with this form

**SIGNED** [Hirer] \_\_\_\_\_

(I agree to adhere to Plantsbrook Learning Trust conditions of hire)

Name in Capitals \_\_\_\_\_

Date \_\_\_\_\_

**Signed on behalf of Plantsbrook Learning Trust**

\_\_\_\_\_  
(Delete as required)  
Head Teacher of school / Director of Finance and Support Services/ Site Manager

**Office use only - checklist:**

- signed form – original to office copy to hirer
- Risk assessments provided
- copy of indemnity insurance certificate
- I.T forms completed for hire of suites – internet policy provided
- catering facilities – booking form completed

# APPENDIX 2

## WAIVER AND RELEASE OF LIABILITY AGREEMENT





**WAIVER AND  
RELEASE OF  
LIABILITY  
AGREEMENT**

Applicant \_\_\_\_\_ has booked the use of facility located at **Town Junior School, Ebrook Rd, Sutton Coldfield B72 1NX / Plantsbrook School, Upper Holland Rd, Sutton Coldfield B72 1RB.** In consideration of being permitted to use the facility, the undersigned Applicant waives, releases, and discharges Plantsbrook Learning Trust, its officers, agents, directors, volunteers and employees (collectively "The School") from all liability for any loss or damage whatsoever, including personal injury, death, property damage, medical expense and any other type of expense (collectively "damages") whether caused by the active or passive negligence of the school, while the undersigned Applicant is in, upon or about the School premises.

Applicant also acknowledges, agrees and represents that he/she has or immediately upon entering will, inspect the premises and facility. It is further agreed that entry and/or use of the facility constitutes an acknowledgment that the facility and all equipment thereon have been inspected and that the Applicant finds and accepts the facility and equipment as being safe and reasonably suited for use. Applicant accepts the facility in its present condition, and is without representation or warranty by the school as to the condition of the facility, or as to the use or occupancy which may be made of it. Applicant also waives releases and discharges Plantsbrook Learning Trust from all liability for any loss or damage, including personal injury, death, property damage, medical expense and any other type of expense caused by the condition and/or maintenance of the facility or any equipment.

Applicant also agrees to release, hold harmless, defend and indemnify Plantsbrook Learning Trust from any and all liability for any loss, injury and/or damages to any third party arising out of the use of the facility by the third party pursuant to this application.

The undersigned Applicant further expressly agrees that this waiver, release and indemnity agreement is intended to be as broad and inclusive as is permitted and that if any portion of the Application and Agreement is held invalid, it is agreed that the balance shall continue in full legal force and effect.

**Applicant certifies that he/she has read and voluntarily signs the release and waiver of liability and indemnity agreement, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.**

**Applicant:** \_\_\_\_\_

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

# **APPENDIX 3**

## **LETTINGS CHARGES FOR FINANCIAL YEAR 2018-2019**



<b>Facility for Hire</b>	<b>Plantsbrook school</b>	<b>Town Junior School</b>
Playing fields	NA	£20 per hour (Mon to Fri) £35 per hour (Weekends) <a href="#">£190 for weekend day rate</a>
Sports Hall + changing rooms	£35 per hour (Mon to Fri) £50 per hour (Weekends) <a href="#">£300 for weekend day rate</a>	NA
Sports Hall only	£30 per hour (Mon to Fri) £45 per hour (Weekends) <a href="#">£290 for weekend day rate</a>	NA
School Hall	NA	£25 per hour (Mon to Fri) £35 per hour (Weekends) <a href="#">£190 for weekend day rate</a>
Gymnasium (currently in Sports Hall)	£30 per hour (Mon to Fri) £45 per hour (Weekends) <a href="#">£290 for weekend day rate</a>	NA
Gymnasium (currently in Sports Hall) + changing rooms	£35 per hour (Mon to Fri) £50 per hour (Weekends) <a href="#">£300 for weekend day rate</a>	NA
Drama rooms	£25 per hour (Mon to Fri) £36 per hour (Weekends) <a href="#">£190 for weekend day rate</a>	NA
<b>Theatre</b> (Will be discount for Education establishments)	£60 per hour (outside school hours only) <a href="#">£390 for weekend day rate</a>	NA
<b>Theatre</b> (hired with theatre not on own) Changing room facilities	£25 per hour (Mon to Fri) <a href="#">£100 for weekend day rate</a>	NA
<b>Theatre</b> (hired with theatre not on own) Projection system and lighting	£75 fixed charge for use up to 4 hours Subsequent hours @ £24 per hour	
<b>Theatre</b> (hired with theatre not on own) Sound system – control room	£10 per hour (Mon to Fri) <a href="#">£50 for weekend day rate</a>	NA
Additional rooms available	From £18 per hour (outside school hours only) From £33 per hour (Weekends) <a href="#">From £150 for weekend day rate</a>	From £18 per hour (outside school hours only) From £33 per hour (Weekends) <a href="#">From £150 for weekend day rate</a>



Dining hall	From £20 per hour (outside school hours only) From £35 per hour (Weekends) From £150 for weekend day rate	NA
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*ALL BLOCK BOOKINGS OF 10 OR MORE SESSIONS WILL HAVE A 10% DISCOUNT APPLIED, (Except for weekend lettings. A weekend day is 8 hours and additional charges may will be applied if longer hours required)*

*PLEASE NOTE THAT SOME FACILITIES ARE AVAILABLE FOR FULL DAYS DURING SCHOOL HOLIDAYS  
INDIVIDUAL QUOTES CAN BE PROVIDED FOR ONE OFF ACTIVITIES WITH ANY COMBINATION OF THE ABOVE. CHANGES TO THESE ABOVE CHARGES CAN BE MADE BY THE EXECUTIVE HEAD TEACHER*

**All facilities will be hired out in accordance with the Trust's Lettings policy which must be adhered to at all times**