

Mark Rutherford School



Lettings Policy

Author:	Business Manager
Governor's Committee:	Finance, Property, Health & Safety and Audit
Adopted by the Governing Body on:	4 th December 2023
Signed (Chair of Governors):	<i>J Warehand</i>
Signed (Headteacher):	<i>K. Foster</i>
Policy review date:	January 2025

A LETTING OF THE SCHOOL PREMISES

There are a large number of facilities available for use by pupils and adults on the school site. It is therefore essential that any lettings are carefully managed and that an effective Lettings Policy is in place.

1 Conditions of Hire

These are set out in Appendix 1. The conditions are given to all new hirers when their first booking is made.

2 Value Added Tax (VAT)

Mark Rutherford School Trust is not VAT registered so VAT will not apply to lettings.

3 Site Security

The Site Manager is responsible for patrolling the building internally and externally and is, therefore, responsible for the security of the premises. In accordance with arrangements elsewhere in the county there is no security supervision by the Site Manager. On these occasions known as 'B Lettings', every effort is made to minimise the area of the school, which is open. Should there be any threat to the security of people or premises, then the Site Manager should be advised if he is resident at home on the site or the Police informed.

B CHARGING POLICIES

1 Lettings

1.1 The Governors continue to review on an annual basis their lettings charging policy, the rate of charges and any free/concessionary lettings of the school premises. The hire charges remain as detailed below:

	Per hour or part thereof
Sports Hall	£36.85/hr
Drama Hall	£33.00/hr
Drama Studio	£18.00/hr
Activity Hall	£26.00/hr
Lecture Theatre	£33.00/hr
Space for Learning	£25.00/hr
001	£26.40/hr
Classrooms	£15.00/hr
Vicinity	£15.00/hr
Car parking Hire* minimum 5 hours hire	£15.50/hr
Football Pitch (grass)	£30.00 per match
3G Football Pitch (managed by Bays Sporting facilities)	Contact: bays.sports@btinternet.com

Prices for and availabilities of other facilities are available on an individual basis from the Business Manager.

1.2 The Governors indicate that as a general policy, and to reflect the community nature of the provision, external organisations will be given a concessionary 25% discount if more than half of the youngsters attending are current pupils at Mark Rutherford School so long as this charge would cover at least the known cost to the school of the letting, i.e. Site Agents' Lettings costs.

1.3 There is a 25% discount for staff members wanting to hire out the facilities, they must be the lead hirer and be in attendance throughout the letting.

1.4 The Conditions of Hire be reviewed annually by the Finance Committee.

CONDITIONS OF HIRE

These terms and condition, together with the booking form to hire the school, shall constitute the contract between MR School & hirer(s)

Application

1. Application for hire must be made on the booking form provided which will form the basis of a licence to use Mark Rutherford School premises.
2. If an organisation is hiring the accommodation both the organisation itself and its members are jointly and severally liable under this agreement.
3. The hirer must ensure that everybody making use of the accommodation complies with the conditions of use.
4. This agreement is personal to the hirer and may not be assigned to any third party.
5. The number of persons using any hired property/premises shall not exceed the number advised by the hirer and authorised by the school.

Cancellation

6. There will be at least one week's notice, in writing to the Lettings Co-ordinator, for any cancellation of a booking made by the hirer. Cancellations made after this date will be charged at half the booking fee.
7. The school reserves the right to cancel any licence at any time in the event of the school requiring any hire property for school purposes or for any other reason which is considered necessary by the school. **This may be at short notice.**

Force Majeure

8. Neither party shall be liable to the other for any loss or damage, which may be suffered by the other party due to any cause beyond reasonable control. This may include, without limitation, any act of God, inclement weather, failure or shortage of power or fuel supplies, flood, fire, strike, lock-out, trade dispute or labour disturbance, the act or omission of telecommunications operators, internet services providers, government or highway authorities, public or other competent authorities disturbance of the peace, riot, war and military operation.

Payment

9. A non-refundable £50 deposit is payable upon signing this agreement.
10. Full payment must be made at least 24 hours before the event takes place unless previously agreed by the School Business Manager.
11. The hours of hire MUST include time preparing for the event and clearing up.
12. Hirers will be charged for additional work required by the school at the end of the let e.g. removal and replacement of furniture, apparatus, equipment, etc. Cleaning will be carried out by our Site Agent at a charge of £32.50 per hour should the accommodation not be left in similar condition at the end of the letting period to that found at the start. An invoice will be raised as soon as costs are known.
13. During the winter months a supplementary heating charge may be made if the hirer has sole use of the premises at the weekends or when the school is not otherwise in session.
14. The charges of hire will be those in force on the date hire. If charges are increased between the date of application and the actual date of hire, then supplementary charge will be made.
15. The hirer shall be responsible for all damage caused and shall indemnify the school against all loss, damage and expense unless due to the negligence of the school and any such damage shall be reported immediately to the school.

16. Any damaged caused to the accommodation (or elsewhere in the school) shall be compensated to an extent considered reasonable at the discretion of the school within seven days of a written demand.
17. The hirer shall indemnify the school against all and any expenses, liability, loss, claim and proceedings arising in respect of personnel injury to or death of any person or damage to any property arising directly or indirectly from the use of the accommodation, unless due to the school's negligence.
18. The hirer shall obtain insurance against legal liabilities to third parties (including the schools) with a limit of indemnity of a least £5 million for any one incident.

The Premises

19. Access is restricted to the rooms comprised in the accommodation and any toilet facilities and access shall only take place during the designated time and for the permitted purpose.
20. The hours of hire **MUST** include time preparing for the event and clearing up.
21. Smoking is not allowed anywhere on site.
22. This agreement does not include the use of any equipment, including PE, except where specifically agreed and subject to any further fees chargeable: kitchens and catering equipment shall not be used.
23. **Sports Hall/Activities Hall** Outdoor shoes must not be worn in these two areas. A regulation five-a-side football must be used for this event. All equipment must be returned to its original storage position and the facilities must be left in their original condition. No food or drink to be consumed inside this hall. **Drama Hall** No food or drink to be consumed inside the hall.
24. Vehicles are not allowed on the grass or the school playing fields unless by prior agreement with the school. Any damage resulting will be subject to a charge to the hirer.
25. Hirers should note that the changing facilities must be left in a good condition at the end of the letting – litter should be removed, muddy boots should not be worn inside nor cleaned in the shower, the schools strict no smoking policy applies.
26. Hirers are reminded that spectators as well as active participants are bound by the Condition of Hire.
27. The Site Manager or Lettings Co-ordinator may be forced to cancel the letting of sports pitches because of poor grounds conditions.
28. Animals (except for guide dogs) are not permitted on the school site.
29. Vehicles are parked on the school site at their own risk. The school cannot accept any responsibilities for damage or theft.
30. The hirers should familiarise themselves with the escape routes and the position of fire alarms and fire extinguishers. They should ask the School Site Manager to show them these. A map of the school site should be given to every hirer. The Site Manager is resident on the site and a telephone contact number will be given prior to the first letting.
31. The hirer shall agree that should the accommodation be required for a school function or by Authority or if maintenance of the grounds/premises is necessary, then alternative accommodation or dates will be offered to the hirer, or if agreement cannot be reached then the fees will be refunded.
32. No intoxicated person shall be admitted or allowed to remain on the schools premises.
33. The Governors will only allow the use of the schools premises for activities which they consider consistent with the character of the building and the educational purpose for which they are provided.
34. The Governors will not accept any responsibility for any loss or other expenses incurred by the hirer in the event of the cancellation by the school of the hire.
35. The hirer will clean down any equipment used, taking into consideration any relevant government guidance in the event of a pandemic.

Performing Rights and Licences

36. No copyright work shall be performed in the accommodation without licence of the copyright owner and the hirer shall indemnify the school against any penalty or sanction for any copyright infringement that may occur.
37. The hirer shall not use the accommodation for any purpose or activity for which a licence or permission is necessary, e.g. preparation and sale of food, unless such a licence has been obtained.
38. The accommodation shall not be used for the sale or display of goods or services or for any public entertainment unless agreed with the school.

39. No alcoholic drinks shall be brought onto the accommodation except where the school agrees otherwise and where a licence has been obtained.
40. No film or video shall be shown in the accommodation or taken in the facilities without the school's prior consent.

Health and Safety

41. The Hirer is responsible for the health and safety of everybody using the accommodation (including first aid) and must make itself aware of the fire precaution and procedures in existence.
42. No addition, adaptation or alteration of the electrical installation shall be carried out nor shall any material be affixed to the schools walls without permission from the Site Agent. Hirers are responsible for ensuring that any electrical equipment which they ring onto the site complies with normal health and safety standards. The school has no liability for any electrical equipment brought onto the school site.
43. Animals, other than guide dogs are not permitted on the school premises.
44. No intoxicated person shall be admitted or allowed to remain on the schools premises.
45. The hirer shall leave the accommodation in a clean and orderly state.
46. The disposal of any refuse from the use is the responsibility of the hirer.
47. All clubs hiring the facilities must have staff who have appropriate coaching certificates and are checked with the Criminal Records Bureau if working with children under 18 or vulnerable adults, even if this is supervised.
48. In relation to activities for children, the hirer must ensure that there are sufficient adults present to be in full control of the children throughout the whole period during which they are on the school site.
49. All clubs/organisation hiring the facilities must have the following policies in place and copies given to the school:
 - Health and Safety
 - Safeguarding/Child Protection (if working with children)
50. The hirer will consider the relevant government guidance for their sector regarding the safety of the persons using the premises and provide an appropriate risk assessment in the event of a pandemic.
51. The hirer will put in place protective measures as a result of any risk assessment in point 49.

Preservation of Order

52. The hirer shall not cause nuisance or annoyance to the occupiers of any neighbouring premises.
53. The School does not accept any responsibility for any articles of property left by the hirer, their guests, agents or any member of the public on the hired property during the period of the hire.

MARK RUTHERFORD SCHOOL
Lettings Booking Form



Booking Number:

Name of Hirer:

Address:

Name of Organisation:

Type of Organisation:
 (i.e. Charitable, Voluntary, Sports Club, Youth Organisation)

Telephone No: Home:

Mobile:

Email Address:

Date(s) of Hire: From:

To:

Time of Hire: From:

To:

Insurance Company:

Policy No:

Facilities Required

Sports Hall	Activity Hall	Sixth Form	Football Pitch	Changing Rooms
	Drama Studio	Dance Studio	Rugby Pitch	Classroom
Month	Date			

Have you used our facilities before? Yes () No ()

When?

What for?

I agree to abide by the Terms & Conditions of Hire at Mark Rutherford School and will provide copies of relevant insurance documents, risk assessments and safeguarding policy (if working with children) to the school, prior to the first letting.

Signature:

Date:

Total Amount Due:

Payment to be made by bacs direct to the school bank account
 Contacts: Carmela McHugh (Finance Dept) c.mchugh@mrus.co.uk

Entered onto calendar:	
Previous Booking Number:	

**MARK RUTHERFORD SCHOOL
INTERNAL LETTING FORM**



Name of Organiser:

Name of Responsible member of Staff:

Date of Hire:

Any alteration to times must be pre-approved by James Mayes, Site Manager

Time of Hire: From: To:

Purpose of Hire:

Number Attending:

Room/s Required:

Facilities Required:

Furniture Movement – please email james.mayes@mrus.co.uk

I agree to abide by the Terms & Conditions of Hire at Mark Rutherford School please tick box []

Signature of Organiser:

Signature of Responsible Member of Staff:

Entered onto calendar: