

# THE TRUE LEARNING PARTNERSHIP

Arrangements for lettings

2019

The TRUE Learning Partnership (TTLP) regards its building and grounds as community assets and will make every reasonable effort to enable them to be used as much as possible.

TTLP will endeavour to maximise the use of its premises to support local families, services and communities, with first priorities to provide the best possible education for young people. TTLP welcomes the prospect to work with partner organisations in extending the range of opportunities to engage with services that meet the needs of the local community.

#### Definition of a letting

A letting may be defined as:

"Any use of the Trust building and grounds by parties other than the Trust and its partners. This may be a community group or a commercial organisation."

The following activities fall within the corporate business of the Trust and are not considered lettings.

- Governing body meeting
- Trust board meetings
- Parents meetings

Costs arising from these activities are therefore charged against the Trust's delegated budgets.

As a Trust we expect our schools to provide a Lettings Policy to allow for the use of school facilities for their fullest potential and to ensure the local community can make use of all the facilities. The Lettings Policy must;

- Provide clear guidance on lettings and the hire of the school's premises and equipment
- Promote the use of the school's facilities by the wider community
- Ensure lettings do not interfere with the primary activity of the school/ Trust
- Support the community in sporting, cultural and education pursuits
- Provide fair access to school facilities
- Ensure appropriate information is available to hirers in advance
- Ensure the cost to the school is at least covered by the hire charges. The Trust's budgets cannot be used to subsidise any lettings by the community or commercial organisations.

#### The role of the Trust Board

The Finance, Audit and Risk Committee will have oversight of all Lettings Policies and will review them on an annual basis, taking into account;

- Hire charges
- Terms and conditions for hire
- Health and safety arrangements
- Insurance arrangements
- Procedures for monitoring and reviewing the policy



Poynton High School and Performing Arts College

# **Lettings and Hire Policy**

Thank you for considering Poynton High School as the premises for your hire. We are proud to be part of the Poynton Community and look forward to working with you.

The main purpose of this policy is to allow for the use of school facilities for their fullest potential and to ensure the local community can make use of all the facilities. The school premises are first and foremost for the use of the students but there are a number of times when we would like to welcome community groups to become part of our school community.

Please review all information below and direct any questions to Jenny Sykes, Director of Business and Operations <u>isy@phs.cheshire.sch.uk</u> or 01625 871 811

- 1. Information to review prior to application for hire
- 2. On the Day of Hire
- 3. Costs of Hire
- 4. Payment
- 5. Application form
- 6. Notes

# 1. Prior to hire

- Applications for hire must be made directly to the school not less than twenty-one days prior to the use of the premises being required. On receipt of the application, an official acceptance letter or email will be sent to the hirer stating the conditions of the letting and the charge.
- Once your application for hire has been accepted we will contact you to discuss your requirements with our Site Manager.
- All hirers must have public liability insurance, a copy of which should be handed into school along with the indemnity form. Both must be returned to the school prior to hire.
- The hirer is only allowed to use the facilities and the equipment listed and agreed on the application form. All equipment must be returned to the storage position at the end of the session.

# 2. On the Day of Hire

- All outside areas must be kept free of obstructions.
- Cars must be parked in designated areas only to ensure there is access for emergency vehicles and to avoid unnecessary obstructions. So as to avoid any damage to footpaths and pathways vehicles must not be parked either fully or partially on them.
- Particulars of any damages or misuse, accidental or otherwise, to buildings, furniture or equipment arising from lettings must be notified to the site officer on duty immediately or the

next working day. The hirer will be financially responsible for costs (including call out charges) incurred through damage or misuse and the advent of damage may make this agreement void.

- All issues affecting health and safety of facilities i.e. potential slip or trip hazards must be reported to the site officer on duty with immediate effect and activity will be suspended until the area is made safe. Should the hirer become aware of any hazard i.e. damaged carpet or trailing cables, such items must not be used and it should be reported immediately to the site officer on duty.
- Licences necessary for the proposed use of the premises are the responsibility of the hirer (e.g. reproduction of recordings).
- The hirer will be asked to give final confirmed numbers for the booking no less than 1 week prior to the booking taking place. Should the numbers exceed this amount, then for health and safety reasons we will have to turn people away and on this occasion we will accept no responsibility for any claim stemming from this.
- The school has a strict no smoking policy which must be adhered to.
- No food or drinks should be taken into the premises and the sale of alcoholic liquor is prohibited unless you have obtained the appropriate licence. Full responsibility lies with the hirer for cleaning any spillages that occur.
- Facilities must be kept clean and all litter removed from the letting by hirers. Poynton High School reserve the right to provide a bill after the event should additional cleaning be required.
- The hirer has the responsibility for the health and safety of their group whilst using the school facilities.
- The hirer is required to ensure so far as is reasonably practicable, that persons using the premises do so in a way that does not pose a risk to themselves or other people. A risk assessment must be undertaken by the hirer for the proposed activities.
- Where children are permitted to use the premises, as part of the agreement, the hirer is responsible for ensuring that they are properly supervised and their behaviour does not expose them to additional risks.
- It will be the responsibility of the hirer to make all other users aware of the fire procedures, which will be explained upon arrival for the hire, within the premises and the hirer must provide suitable first aid cover for use in the event of an emergency.
- The site officer on duty will manage any emergency that may arise in accordance with school procedures. The hirer must however, make themselves aware of the schools Evacuation and Invacuation procedure.
- The emergency defibrillator should only be used by trained personnel and any use by hirers will be at the hirers own risk, although the school will provide training for agreed nominated persons on request. These are located in the medical office, Site team office and Cookery.
- Any portable electrical equipment used by the hirer on the premises should be in good order and preferably tested. Should a problem arise, it will be the responsibility of the hirer to put good any damage caused to the electrical system or premises at their cost.
- All arrangements for use of Poynton High School Premises are subject to the Owners and/or the Agent reserving the right to cancel bookings when the Poynton High School Premises are required for use by the Poynton High School or are rendered unfit for the intended use howsoever caused.

## 3. <u>COSTS</u>

Area	Cost per hour unless otherwise stated Between 3.30pm and 7.30pm during school term time – Mondays to Fridays*
Sports Field (Without use of Changing Rooms)	£10.00
Sports Field (With use of Changing Rooms)	£35.00
School Hall with stage and tiered seating for up to 200	£40.00
Hire of Lighting / Sound Technician	Price on Application
Classroom	£35.00
Gym	£35.00
Drama Studio	£35.00
Other areas	Price on Application

\*All other times, price on application

If the letting overruns, then the appropriate charge will be made.

#### 4. **PAYMENT**

- For certain events we will charge a deposit of £500 against the cost of possible damage which could occur during the course of the event. This deposit will be retained until post event.
- In the unlikely event that we have to cancel the booking due to events beyond our control, you will receive all advance payments, although the school will have no other liability.
   If the hirer cancels a confirmed booking the following charges will apply:
   Between 6 and 2 weeks before the event is scheduled 30% of the total booking value is due.
   Less than 2 weeks before the event is scheduled 90% of the total booking value is due
- Settlement should be made not less than seven days before the hire or in the case of regular bookings, within seven days after the period of hire.
- If you ask us to get a supplier to provide you with anything, the bill must be settled by you and not the school in advance of the product/ service being provided.
- Payment for all lettings is to be made by BACS, details available from *Finance@phs.cheshire.sch.uk*
- An invoice will be sent requesting payment. Block lettings can be invoiced monthly by arrangement.
- V.A.T. is additional to the above charge (standard rate currently at 20%) and is payable, unless a certain criteria applies. Information is available on request.

### POYNTON HIGH SCHOOL PREMISES HIRE APPLICATION – Please complete and Return all 3 pages

## A. Details of Hire

To the Head Teacher of Poynton High School acting as the Owner's Agent:

Of (address)

 Registered Charity Number / Company Number \_\_\_\_\_\_

 Telephone Number (Include Mobile) \_\_\_\_\_\_

Hereby apply for the hire of the following parts of Poynton High School:

Area	Detail time and Date Required
Sports Field (Without use of Changing Rooms)	
Sports Field (With use of Changing Rooms)	
School Hall with stage and tiered seating for	
up to 200	
Hire of Lighting / Sound Technician	
Classroom	
Gym	
Drama Studio	
Other areas	

I agree to pay \_\_\_\_\_\_ per hour for \_\_\_\_\_\_ hours, a total hire cost of \_\_\_\_\_\_

Not more than \_\_\_\_\_\_ people shall be allowed on the premises during the hiring period.

I have read and understood items 1-6 within this document and am willing to adhere to the same as well as ensuring all people on the school site with me also adhere.

I confirm I have completed a risk assessment

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I attach evidence of public liability cover to a minimum of £5,000,000

I confirm I have seen evidence that enhanced DBS checks have been carried out on all appropriate individuals responsible for the proposed activities and I am satisfied that based on this information they do not present a risk to children.

This hire is on behalf of	_ whose authority I have to bind them by signing
this application on their behalf.	

Signed \_\_\_\_\_

Print \_\_\_\_\_\_

Date \_\_\_\_\_

#### B. Use of Equipment and Intended Activities:

1. Do you intend to bring electrical equipment onto the Poynton High School premises?

Please delete: Yes / No

**If the answer is yes,** you <u>MUST</u> ensure electrical equipment is fit for purpose, we suggest all equipment is PAT tested. Please notify if you intend to bring equipment so we can ensure this is compatible.

2. Poynton High School does not hold a licence to sell alcohol. If you intend to sell alcohol you must contact the Licensing Section at Cheshire East Cheshire East, Town Hall, Market Place, Macclesfield SK10 1DX –Telephone 0300 123 5015, email: licensing1@cheshireeast.gov.uk, to apply for a Temporary Event Notice for this purpose. The completed application form MUST BE submitted to the Licensing Section no later than 10 working days before the day on which the event period begins. A copy of the approved Temporary Event Notice must be produced in advance to the Manager (or deputy) of the premises. The sale of alcohol and the consumption of any drink / food is at the hirers own risk.

Do you intend to sell alcohol and apply for a Temporary Event Notice to the Licensing Officer?

Please delete: Yes / No

3. What is the age range of Users – Under 13 /13-18/ Over 18

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4. **Kitchen / Dining Hall** - If the user requires facilities for boiling water please contact us. If other catering facilities are required in the kitchen, arrangements will need to be made Poynton High School's catering contractor direct. The contractor's cost will be invoiced direct to the hirer and the hirer must abide by the contractor's terms and conditions. If additional catering facilities are required please indicate the facilities required below:

5. Special effects – The use of special effects involving the use of pyrotechnics, smoke machines, dry ice, bomb tanks, fire arms and fireworks, lasers, strobe lighting or similar devices shall not be allowed without consultation with and prior written approval of the Licensing Section at Cheshire East Cheshire East, Town Hall, Market Place, Macclesfield SK10 1DX –Telephone 0300 123 5015, email: licensing1@cheshireeast.gov.uk. A copy of the approval notification must be sent to Poynton High School.

Do you intend to use special effects and apply for approval to the Licensing Officer?

Please delete: Yes / No

6. **First Aid provision**: Please note Poynton High School is unable to provide First Aid provision and therefore strongly advises that you make your own arrangements otherwise you may find yourself liable if someone is injured and adequate provision was unavailable.

7.	Please give the name and address of the person who will be responsible for supervision during the whole period of the letting:		
	Please return this form to: Mrs Jenny Sykes, Business and Operations Manager, Poynton High School, Yew Tree Lane, Poynton, Stockport, Cheshire, SK12 1PU. On receipt of this completed form Poynton High School will send out a letter of confirmation for the booking.		
	Signed		
	Print		
	Date		

### <u>Notes</u>

In consideration of the Cheshire East Council granting me/us the use of any part or whole of the above premises I/we agree to replace or pay to the Council the cost of making good any damage caused to the premises by reason of the use of the premises by me/us (except damage caused by fire).

It is further acknowledged and agreed that the Council give no warranty of the suitability of the premises for the use to which I/we intend to put them and I/ we hereby agree to indemnify the Council, their officers, servants and agents against all actions, costs, claims, and demands arising out of any accidents which may occur of the said premises by reason of the use of the premises by me/us provided that the same is not due to any act, omission or default of the Council, their officers, servants or agents.

It is further acknowledged and agreed that I/we will indemnify the Council in respect of all actions, costs, claims and demands arising out of any breach of copyright as defined in the Copyright Act 1956 (as amended) or under any other enactment in that behalf for the time being in force in respect of any performance of any literary, dramatic, or musical work which takes place or which is given whilst the said premises are being used by me/us, our servants or agents.

It is further acknowledged and agreed that I/we will not engage in fly-posting (indiscriminate display in unauthorised places of posters etc, publicising the function or event for which the premises are to be used). I also note that the Town and Country Planning (Control of Advertisements) Regulations 1984 provide that penalties up to £100 may be imposed for unauthorised advertisement.