

Lettings Policy

Date established by governing body Spring Term 2023
Date for full implementation Immediately
Date for review Spring Term 2024

Aims

Cleaswell Hill School aims to:

- Ensure that the school's premises and facilities can be used, where appropriate, to support the local community
- Allow the hiring of the school's premises without using the school's delegated budget for subsidy
- Charge for the use of the school's premises to cover the costs of hire and, where appropriate, raise additional funds for the school
- Not allow any hiring out of the school's premises interfere with the school's primary purpose of providing education to its pupils
- Hire out school facilities in a way that is safe, following government guidelines and the school's risk assessments

Areas Available for Hire

The school will permit hire of the hall, MUGA, yards, playing fields and hydrotherapy pool.

The maximum capacity for hire of the hall is 130 (seated in rows) and 25 (sports).

The maximum capacity for hire of the hydrotherapy pool is 8.

The rates for hiring our different areas are set by the headteacher and/or governing body of the school. They may decide that certain organisations or activities can use the premises for a reduced rate, or free of charge, if it supports the core aims of the school.

If relevant, an additional cleaning fee may be imposed on top of any hiring rates.

The hiring rates for the MUGA, hall, yards and playing fields are bespoke and can be arranged via the School Business Management Team.

The current (Spring 2023) hourly hire rates for the hydrotherapy pool are:

	Base Cost	Additional Cost
Cleaswell Hill School Pupil	£25 (4 people)	£5 (per additional person)
General Public	£30 (4 people)	£5 (per additional person)

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Community Groups/Organisations	Bespoke agreement with the Hydrotherapy Pool Manager
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A member of Cleaswell Hill School staff will be 'on call' on the site throughout the duration of hire in the case of emergency, however it is not their responsibility to supervise hire sessions. This staff member can be contacted via mobile telephone on 07498311159. They will usually be located within the hydrotherapy pool office.

Cancellations

Cleaswell Hill School reserves the right to cancel any agreed hiring; a minimum of 24 hours notice will be provided where possible, although in the event of an emergency or exceptional circumstance this may not be the case. A full refund will be issued if the hire is cancelled by Cleaswell Hill School. The school shall not be liable for any indirect or consequential losses, including (without limitation) any loss of profits, loss of business or the loss of any revenue arising out of the cancellation of any hire.

The hirer of the premises can cancel any hire with a minimum of 24 hours notice. If notice of less than 24 hours is given, the licensee shall not receive a refund or will be invoiced for the full cost of the missed session.

Application Process – Regular Hirers

Hydrotherapy Pool:

A hire request form must be completed by all organisations and submitted to the Hydrotherapy Pool Manager (approver) prior to hire of the hydrotherapy pool. Once the request is approved, the Hydrotherapy Pool Manager will contact the applicant to provide details such as how to submit payment, make arrangements for dates/times and organise an induction. The applicant will be issued with the fire evacuation plan for the hydrotherapy pool, the school lettings policy including terms and conditions, the hydrotherapy pool rules and the hydrotherapy pool risk assessment.

MUGA, Hall, Yards and Playing Fields:

A hire request form must be completed by all organisations and submitted to the School Business Management Team (approvers) prior to the hire of facilities. Once the request is approved, a member of the School Business Management Team will contact the applicant to provide details such as how to submit payment, make arrangements for dates/times and organise an induction. The applicant will be issued with the school fire evacuation plan, the school lettings policy including terms and conditions and the risk assessment for the relevant area.

Cleaswell Hill School reserves the right to decline any applications at their absolute discretion, in particular where the organisation does not uphold the values of the school, reputational damage may occur, or the activity does not adhere to the latest government safety advice.

Terms and Conditions of Hire

The following terms and conditions must be adhered to in the hiring of the school premises. Any breach of these terms will result in cancellation of future hires without refund.

1. "Hirer" means the person or entity identified in the relevant hire request form.

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2. The hirer shall pay the full amount as stipulated by the school, and shall not be entitled to set off any amount owing to the school against any liability, whether past or future, of the school to the licensee.
3. The hirer shall occupy the part(s) of the premises agreed upon as a non-exclusive licensee and no relationship of landlord and tenant is created between the hirer and the school by this licence.
4. The hirer shall not sub-licence any of the premises under the licence.
5. The hirer shall not use the premises for any purpose other than that agreed upon in the licence, as set out in the hire request form.
6. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the licence.
7. The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.
8. The hirer shall be responsible for all matters relating to health and safety, including first aid, and shall be responsible for those in attendance during the specified time.
9. The hirer must take out its own public liability insurance with a reputable insurer and, where requested by the school, shall provide a copy of the relevant insurance certificate no less than ten days before the start date of the licence.
10. The hirer shall not conduct, nor permit or suffer any other person to conduct, any illegal or immoral act on the premises, nor any act that may invalidate any insurance policy taken out by the school in relation to the premises.
11. The hirer shall indemnify and keep indemnified the school from and against:
 - a. Any damage to the premises or school equipment;
 - b. Any claim by any third party against the school; and
 - c. All losses, claims, demands, fines, expenses, costs (including legal costs) and liabilities, arising directly or indirectly out of any breach by the hirer of the licence or any act or omission of the hirer or any person allowed by the hirer to enter the premises
12. Save that nothing in the licence shall exclude or limit either party's liability for personal injury or death arising from the negligence of either party or any other liability that cannot be excluded by law, the school shall not be responsible for any losses of a direct or indirect nature, and its maximum liability to the hirer shall not exceed the total fees paid or to be paid to the school by the hirer under the licence.
13. Any cancellations made by the school will be fully refunded or hirers will be offered an alternative session.
14. Any cancellations by the hirer received with less than 24 hours notice will not be refunded and will be invoiced.
15. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
16. The hirer will leave the premises in the condition it was found in, leaving the area clean and tidy and not leaving any of their own equipment behind.
17. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior written agreement from the school.

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18. If the hirer breaches any of the terms and conditions the school reserves the right to terminate the licence and retain any fees already paid to the school, without affecting any other right or remedy available to the school under the licence or otherwise.
19. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
20. The hirer will acquire all appropriate additional licences for any activities they are running, including those required for use of any third party intellectual property.
21. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running. Where requested by the school, the hirer shall provide a copy of the relevant risk assessments no less than ten days before the start date of the licence.
22. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
23. The school's lettings policy including terms and conditions, the relevant hire request form submitted by the hirer and the relevant hire confirmation letter issued by the school shall apply to and are incorporated in the licence.
24. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
25. The school and the hirer irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising from this licence.

Safeguarding

Cleaswell Hill School is dedicated to ensuring the safeguarding of its pupils at all times. It is a requirement of hire that hirers abide by the schools' requirements in respect of safeguarding. Any failure from the hirer in this respect will result in the hire being terminated.

It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space.

If those hiring the premises will come into direct contact with Cleaswell Hill School pupils, we will ask for confirmation that the hirers have had the appropriate level of DBS check.

The hirer will be required to have appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide copies of these policies upon request to the school.

All Cleaswell Hill School visitors must sign in and out of the building at all times.

Monitoring and Evaluation

This policy will be reviewed annually and shared with the Cleaswell Hill School governing body.

Author:	Cleaswell Hill School Business Management Team/ Hydrotherapy Pool Manager
Headteacher:	Mr M Jackson
Chair of Governors:	Mr T Chrisp
Date:	Spring Term 2023

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Hire Request Form

Before filling out the hire request form below, please familiarise yourself with our terms and conditions for the hire of our premises and our rates of hire within this policy. If you have any questions regarding hire of the hydrotherapy pool, please contact pool@cleaswellhill.northumberland.sch.uk . If you have any questions regarding hire of other areas of Cleaswell Hill School, please contact admin@cleaswellhill.northumberland.sch.uk .

Name of applicant/organisation:	
Applicant contact details:	Address: Telephone number: Email address:
Purpose/activity of organisation:	
Part of the premises requesting to be hired:	
Date and time of first hire:	
Frequency and number of occurrences (e.g. weekly for 10 weeks):	
Number of expected participants in the activity (please refer to maximum capacity information):	
Confirmation and details of the safeguarding and child protection arrangements that you have in place:	
Confirmation of insurance that you have in place:	

By signing below, I agree to the terms and conditions set out in the school's premises hire/lettings policy. I have received a copy of the school lettings policy including terms and conditions, relevant risk assessment and fire evacuation plan.

Name _____ Date _____

Signature _____

Please return this form or to the school office (Cleaswell Hill School, School Avenue, Guide Post, Northumberland, NE62 5DJ).