



# Hadrian Learning Trust

# Lettings of School Premises and Facilities: policy and information booklet

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# 1. Aims

Hadrian Learning Trust aims to ensure that:

- its facilities are available for the local community, sporting and other organisations outside of the schools' core hours
- all facilities open to the public and other users are well-managed and maintained and operated in a safe fashion
- facilities are hired out in a way that is safe, within current legislation and following government guidelines
- charges for the use of the premises cover the costs of hire and, where appropriate, raise additional funds for the schools
- no hiring out of the premises interferes with the trust's primary purpose of providing education to its pupils.

# 2. Facilities available for hire

The schools will permit the hire of the following areas from September 2021 unless otherwise noted:

#### **Internal facilities**

- 6-court sports hall and 2-court sports hall, including changing facilities layouts available on request
- Large hall spaces, including the middle school hall, the high school hall, the Hydro Hall, the Winter Gardens, the theatre and two dining halls
- Classrooms, including specialist science labs, DT workshops, food technology and ICT rooms
- A catering kitchen and café
- Meeting/conference rooms
- Other specialist spaces, such as music practice rooms, a dark room, and two learning resource centres

#### **External facilities**

- Full size, all weather, 3G football/rugby pitch with sports lighting (northern pitch)
- Full size, all weather, sand dressed hockey pitch with sports lighting (southern pitch)
- Full size grass pitch
- 3 Multi-Use Games Areas (MUGAs), equivalent to 9 tennis courts
- Garden areas
- Bus, car and bicycle parking

The majority of the site and buildings are fully accessible by disabled users. Further information is available on request.

The trust has a licence to host civil weddings and civil partnership ceremonies. Information regarding licences for the sale of alcohol and public entertainment are included in the weddings documentation pack and are available on request for other events. The use of the premises for a public performance of any nature requires the hirer to obtain all necessary consents from the Performing Rights Society and Photographic Performance Limited if appropriate.

Amplified music is not permitted in the Winter Gardens by non-school users due to the transfer of noise to neighbouring properties. Use of own electrical equipment requires submission of proof of PAT testing. Fireworks are not permitted on school grounds.

# 3. Hours of Use

The hours of operation for lettings during term time will be as follows:

	Internal spaces	Southern pitch	Other external	Car park
			pitches/MUGAs	
Monday-Friday	17:00 to 22:30	17:00 to 21:00	17:00 to 22:00	17:00 to 22:30
Saturday	08:00 to 23:00	09:00 to 18:00	09:00 to 18:00	08:00 to 23:30
Sunday/Bank Holiday	08:00 to 20:00	09:00 to 18:00	09:00 to 18:00	08:00 to 20:00

During school holiday periods, the facilities may also be available for lettings on weekdays during the period from 08:00am to 17:00pm in addition to the above hours.

Hours of use are subject to requirements for school events such as parents' evenings, theatre performances, concerts, presentations, examinations, or sporting fixtures.

Sports lighting, to the two artificial pitches, will only be in operation when the pitches are in use in line with the hours of operation above.

# 4. Charging

# 4.1 Principles

Pricing will be determined by the Trust, taking into account operational and capital costs, local and regional benchmarking and inflation, and acting in accordance with any pricing obligations in any existing or future grant funding agreements.

# 4.2 Rates

Prices will be set out in the lettings scale of charges, which is published on the schools' websites. The current scale of charges is attached as Appendix 1 to this document. We reserve the right to amend our pricing at any time. Typically, this will be effective from September each year, but any revision of charges in-year will be considered as part of the budget setting-process and will be effective from the beginning of the next term.

The Executive Headteacher has the discretion to reduce or waive lettings fees, if activities support the core aims of the schools.

Initial deposits of 20% are required to secure bookings, which are non-refundable. All fees must be paid for at least 14 days in advance of the booking (or the first booking in the block of bookings).

An additional charge representing the actual cost to the schools of any damage repairs or additional cleaning will be made. If premises are not vacated by the agreed time, an additional charge will also be made.

#### 4.3 Cancellations

We reserve the right to cancel any agreed hiring and will aim to give a minimum of 7 days' notice. A full refund will be issued if we do cancel a hire.

The schools 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 7 days' notice. All booked sessions will be charged until at least this notice is provided.

# 5. Application/booking process

Those wishing to hire the premises should read this document carefully before completing the lettings enquiry form. A signed copy of this form should be submitted to <u>dgraham@qehs.net</u>, acknowledging that you have read and agree to the terms and conditions of hire set out in Appendix 2. Relevant health and safety documentation should also be submitted where relevant, as outlined in Section 7.

If the request is approved, we will contact you with details of how to submit payment and to make arrangements for the date of the letting. We will also send on details of the emergency evacuation procedures and other relevant health and safety documents.

We reserve the right to decline any applications at our 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.

# 6. Safeguarding

The trust is dedicated to ensuring the safeguarding of its pupils at all times.

It is the responsibility of hirers to ensure that safeguarding measures are in place while hiring out the space. The names and addresses of all individuals involved in activities involving children and young people must be provided, together with a copy of their enhanced DBS certificate. A copy of the schools' safeguarding policy is available on the school websites.

If there is a chance that those hiring the premises will come into contact with the schools' pupils, for example if the hire occurs during school hours, or when pupils may be present in the school (during after school clubs or extracurricular activities), we will ask for confirmation that the hirers have had the appropriate level of DBS check.

#### 7. Health and Safety

Additional documentation is required from hirers as follows:

Sporting activities –	All participants should wear clothing appropriate to the activity, including suitable footwear.				
clothing and	We have specific footwear requirements for our synthetic pitches, which will be forwarded				
footwear	to you separately.				
	Jewellery should be removed for sporting activity.				
Supervision	The leader, or other person deputising for them, should have appropriate training,				
	qualifications, or experience to lead the activity and ensure it is conducted in both an orderly and safe manner.				
First aid	For some lettings it may be necessary to have a qualified first aid person on duty for the period of the event or activity, for example sporting activities, public events. The availability of this information should be included on the Letting Enquiry Form and included in the risk assessment. The member of site staff on duty is the appointed person for the purpose of telephone amargance convisor in case of need.				
Accident reporting	emergency services in case of need. The duty manager must be informed of any injury, accident or "near miss" (i.e. a situation not resulting in accident or injury but which is potentially dangerous) which occurs to anyone on the premises of the School. Any accident should be reported on an accident report form, which is available from the school office. The schools must also be informed when circumstances reveal through an incident that remedial action is required to prevent a further occurrence.				

a) A risk assessment, which should address as a minimum the following:

Some sporting activities will have a risk assessment provided specifically by the sport's national/governing body. If you require a template risk assessment, the version used by the school is available on request. Proof of coaching/leadership qualifications should also be submitted.

- b) Insurance the individual leading group activities must have the recommended, by the national or governing body of the activity, insurance cover. A copy of the current insurance certificate should be submitted.
- c) DBS certificate for those involved in activities involving children and young people.

# 8. Responsibilities

In addition to complying with the terms and conditions set out in this booklet, the responsibilities of the trust and users are set out below.

Hadrian Learning Trust will:

- have overall responsibility for the site
- maintain the facilities to a high standard, including undertaking planned and reactive statutory maintenance, in a manner that will allow safe community use
- make the facilities available on the occasions and times included in this document, other than required for school use
- ensure that the site is adequately prepared for all bookings and events

- establish an easy and accessible system for booking the facilities
- insure the facilities against all usual commercial risks including public liability in its full reinstatement value
- resource the facility and provide a key point of contact who is available throughout all bookings, who will also be the appointed person for the purpose of communicating with emergency services if required
- provide caretaking, cleaning, lighting, heating and such other amenities as required for the facilities and their intended use
- ensure that the facilities comply with all legislation and guidance in force at the time of operation
- ensure that the facilities, including the sports lighting, are operated in line with stipulations set out in the Community Use Agreement
- ensure that users complete all required paperwork prior to hiring the premises, and comply with the conditions of hire set out in the Lettings of School Premises and Facilities booklet
- determine the pricing policy and publishing the scale of charges on school websites
- respond to complaints in accordance with the Trust's Complaints Policy and Procedure

All users of the facilities, including spectators, must:

- comply with all conditions of use in the 'Lettings of School Premises and Facilities' booklet
- use the facilities in a polite and courteous manner at all times and comply with reasonable instructions from the duty site staff
- arrange appropriate insurance cover to indemnify the Trust against all claims arising out of their use of the premises
- comply with all relevant requirements of Health and Safety Legislation
- ensure that all activities to be undertaken are covered by any appropriate licences
- take reasonable care of all rooms, fixtures, fittings and equipment, and keep the facilities in a clean condition, placing litter in the appropriate bin
- ensure that their noise level does not interfere with other activities within the building or cause inconvenience for neighbours
- leave the site in a quiet and orderly fashion so as not to disturb neighbours
- not leave personal items unattended the Trust cannot accept responsibility for the loss or damage of personal items
- report any accident, incident or maintenance issue to the duty manager at the earliest opportunity
- not deposit or leave any goods whatsoever on the premises, unless by prior agreement with the Trust
- not allow the parking of vehicles other than as agreed with the Trust
- not allow dogs, other than guide dogs, on the premises other than by separate agreement with the Trust

# 9. Complaints

We welcome comments on our performance and will investigate complaints thoroughly. Compliments or suggestions can be offered verbally to the duty manager on the day of the booking or sent in by email or telephone.

Complaints should be made in line with the procedures outlined in Hadrian Learning Trust's <u>Complaints Policy and</u> <u>Procedure</u>, which sets out the procedure for making a complaint, and the mechanism for review should the complainant be dissatisfied with the response received. We strongly advise any hirer that is dissatisfied with any aspect of the service they have received to initially speak with the member of staff on duty. We hope that most complaints can be settled quickly and as close to the source of the problem as possible.

#### 10. Review

We will review and update this document regularly, and at least every two years, or when the guidance on which it is based changes.

#### Appendix 1 – Lettings Scale of Charges, September 2023 £/hour unless otherwise stated

Sports - external		Commercial rate	Rate for communit group user
3G pitch	Whole	£ 98.50	£ 89.5
	Half	£ 58.00	£ 52.5
	Quarter	£ 34.50	£ 31.5
	Holiday club (whole day)	£180.00	£165.0
Sand-dressed pitch	Whole	£ 75.50	£ 68.5
(Introductory rates)	Half	£ 44.00	£ 40.0
	Holiday club (whole day)	£137.50	£125.0
MUGAs	Per tennis court	£ 12.50	£ 11.0
	Per netball court	£ 18.00	£ 16.0
Cricket nets	Set of three nets	£ 18.00	£ 16.0
Grass pitch		n/a	n/
• •	on number of badminton courts)		
Large sports hall	Whole 6-court hall	£ 62.50	£ 55.0
	Four court subdivision	£ 50.00	£ 44.0
	Half of 6-court hall	£ 37.50	£ 33.0
	Two court subdivision	£ 25.00	£ 22.0
	Individual court Holiday club (whole hall, all	£ 12.50	£ 11.0
	day) Holiday club (half hall or	£184.00	£160.0
	small hall, all day)	£ 75.00	£ 68.0
Smaller sports hall	Whole 2-court hall	£ 31.50	£ 27.5
	Individual court	£ 12.50	£ 11.0
Fitness suite	Whole suite	£ 57.50	£ 50.0
Other facilities			
Large rooms	QE main hall	£ 62.50	£ 55.0
	HMS main hall	£ 50.00	£ 44.0
	Theatre	£ 50.00	£ 44.0
	Hydro hall	£ 44.00	£ 38.5
	Winter gardens	£ 50.00	£ 44.0
	HMS dining	£ 37.50	£ 33.0
	QE dining	£ 50.00	£ 44.0
Teaching spaces	Science/DT/food rooms	£ 37.50	£ 33.0
	General classrooms	£ 31.50	£ 27.5
Other spaces	Professional kitchen	£ 82.00	£ 71.5
	Conference rooms	£ 31.50	£ 27.5
Weddings	lall and café - whole weekend		£ 3,000.0

	Winter Gardens, Hydro Hall and café - whole weekend	
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£ 3,000.00

Bespoke packages may be made available for longer term lettings (e.g. full day/weekend/week).

Additional cleaning services may be available at £20/hour.

#### Appendix 2 – Terms and Conditions of Hire

The following terms and conditions must be adhered to in the hiring of the school premises.

- 1. "Hirer" means the person or entity identified in the relevant lettings enquiry form.
- 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 lettings enquiry 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 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 approved by the school and, where requested by the school, shall provide of copy of the relevant insurance certificate no less than 10 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 by the school will be refunded.
- 14. Any cancellations by the hirer received with less than 7 days' notice will not be refunded.
- 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 the prior written agreement from the school
- 18. If the hirer breaches any of the terms and conditions the school reserves the right to terminate the licence, cancelling any future hires, 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 they are running.
- 22. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
- 23. The hirer and the individuals participating are responsible for adhering to the latest government guidelines on COVID-19 and social distancing at all times.
- 24. The school's lettings policy, the relevant lettings enquiry form submitted by the hirer and the relevant hire confirmation letter issued by the school shall apply to and are incorporated in the licence.
- 25. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
- 26. 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.