

# The Four Stones Multi Academy Trust Lettings Policy at King Charles I School

## Version Control

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<b>Next policy review date:</b>	Summer 2021

Version	Date	Details
1.0	2 <sup>nd</sup> May 2018	General updates-eg appendices 1 and 2
2.0	15 <sup>th</sup> July 2019	<ul style="list-style-type: none"> <li>▪ Changes made to reflect the formation of The Four Stones Multi Academy Trust</li> <li>▪ General updates-eg M3 and M4</li> </ul>
3.0	13 <sup>th</sup> May 2020	Changes made to reflect that the lettings at King Charles I School are managed by Delsport UK.

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## Definitions and General Notes

- Application** – this policy is binding equally: (i) on The Four Stones Multi Academy Trust ('the Multi Academy Trust'); (ii) on King Charles I School; and (iii) on King Charles I Trading Limited, a wholly-owned subsidiary to which the Multi Academy Trust has delegated the relevant functions.
- Previous Policies** – this policy supersedes any prior versions.
- School** – throughout this document, the term 'school' is used to refer only to King Charles I School
- Lettings Custodian** – For the purpose of this policy, the words 'Lettings Custodian' refer to any individual who undertakes lettings duties, either paid or unpaid.
- Management** – The lettings at King Charles I School are managed by Delsport UK.

## **Section One – The Casual Lettings Policy**

### **A. Introduction - Managing Facilities: Non-School Activities**

- A1. King Charles I School has much to offer to the local community through the use of its buildings and facilities. Such use of facilities can take place either during the normal school day or as is often the case, out of school hours. Equally, in making use of these facilities in a safe and effective way, the community is able to support the school in developing its' role as a vital and vibrant part of the community.
- A2. The main principles applicable to lettings are as follows:
- King Charles I School, can arrange casual lettings of its premises, through the Multi Academy Trust's trading arm King Charles I School Trading Ltd, but in doing so, cannot enter into a long-term lease or licence with any outside body.
  - King Charles I School, must not subsidise the overall cost of non-school lettings from its delegated budget (individual users may be subsidised so long as the total lettings income covers all lettings costs at the end of the financial year).
  - A standard form, detailing the terms and conditions upon which lettings are made, should be completed for each letting in order to clarify respective responsibilities. (A combined application/invoice form for the purpose – Appendix 1. This should be used as a master to copy from)
- A3. The main objectives in letting the premises, are to maximise both income and community use, within the constraints of the operation of the school. All of the schools facilities are available, through the trading arm, for community use once agreement has been made as to the suitable purposes for which community groups wish to use the facilities

### **B. Local Authority In-Service Users & Emergencies**

- B1. In extreme cases, the LA may request use of King Charles I School facilities for 'emergency' purposes, e.g. as a Civil Emergency Rest Centre in instances such as floods etc. King Charles I School would comply with requests for use of this nature but again, where this is necessary, the LA recognises that host schools can expect to be reimbursed costs only for such uses.

### **C. Safeguarding Children**

- C1. King Charles I School has a statutory duty under Section 11 of The Children Act 2004 to safeguard and promote the welfare of children. The key message being "Safeguarding children is everyone's responsibility". This means that key people and bodies must ensure two things. Firstly, that their functions are discharged having regard to the need to safeguard and promote the welfare of children, and secondly, that the services they contract out to others are also provided having regard to that need.
- C2. Furthermore, Section 175 of The Education Act 2002 requires Governing Bodies to have arrangements in place to safeguard and promote the welfare of children attending the school. All educational establishments are subject to inspection with regard to their responsibility to safeguard and promote the welfare of children. Performance is judged on procedures and their effectiveness in terms of safeguarding children from harm.
- C3. Although in almost all casual lettings cases King Charles I School will not actually be contracting the services of hirers, it is nonetheless allowing its premises to be used for activities that may involve children. Therefore, under this legislation the School has a duty to ensure, as far as is reasonable, that these activities also comply with safeguarding responsibilities. Parents and carers may reasonably assume that because an activity is taking place within a school setting, it has therefore been checked by the School for safeguarding purposes.
- C4. 'Working Together to Safeguard Children' outlines the "common features" that all organisations that provide services for, or work with children, must have. These include policies and procedures for safeguarding and promoting the welfare of children, a designated person for safeguarding/child protection, safe recruitment practices, including arrangements for checks and renewals (DBS) on staff and volunteers, procedures for dealing with allegations of abuse against staff and volunteers, training for staff and volunteers and a culture of listening to and engaging with children.
- C5. All adults whether paid or voluntary, have a duty to keep young people safe and to protect them from sexual, physical, and emotional harm. Children have a right to be safe and to be treated with respect and dignity. It follows that trusted adults are expected to take reasonable steps to ensure the safety and well-being of children. Failure to do so may be regarded as neglect. Therefore, in allowing hirers use of the school premises, King Charles I School must have regard to its own policies in relation to safeguarding children.
- C6. Upon receipt of applications from hirers whose events specifically involve the attendance of children, e.g. Cubs and Brownies etc., King Charles I School will request to see and retain copies of relevant safeguarding

documentation as proof that hirers and their staff comply with such measures. Thereafter, for more regular bookings, the school will expect hirers to monitor expiry dates of such documentation, and to be supplied with further proof of renewals where and when appropriate, upon demand.

- C7. King Charles I School can reasonably assume that groups holding valid recognitions, such as FA Charter Standards, Club Mark, or other similar accreditations, have adequate safeguarding policies and practices in place. However, proof of such will still be requested. In the case of groups who claim to be in the process of striving to achieve such accreditations, the school will contact relevant governing body organizations to clarify this status.
- C8. In allowing use of school premises, the onus must remain upon the hirer to ensure that safeguarding measures are maintained throughout. This is something that organisations are made aware of under safeguarding legislation and through their own organisational governing body, if applicable. This responsibility is also re-enforced within the conditions of hire (see Appendix 1).
- C9. The Lettings Custodian will remain on site for the duration of the letting. King Charles I School will look to suspend such events where, in the opinion of the directors, genuine causes of concern have been raised. The school will then also need to consider taking other appropriate action, in line with its own safeguarding policies, in such cases. Use of the premises will only be allowed to continue, once the directors are satisfied that matters have been addressed accordingly, having regard to school safeguarding policies. The school will also consider reporting any concerns about an individual's suitability to work with children and young people to Children's Social Care and to any relevant bodies governing specific hiring groups, e.g. the Football Association in the case of a junior football club.
- C10. In the case of 'one off' children's events, for example, a private birthday party, safeguarding legislation exempts such uses from the processes mentioned above and therefore hirers need not be expected to provide the school with any safeguarding documentation, etc. However, the school will still need to satisfy itself that such events will nonetheless be properly managed, e.g. appropriate child/adult supervision ratios and suitable male/female adult mix.
- C11. Given the seriousness surrounding child welfare, it is not unreasonable for the school to seek satisfactory responses to further enquiries it may wish to make in relation to the use of premises by any such organizations/individuals. In allowing use, the school must be able to satisfy itself that such events are properly run and that the welfare of children will not be compromised.
- C12. Further advice relating to the supervising of children in shower & changing areas is available from the Lettings Officer.

#### **D. Wrap-Around Care**

- D1. The use of the school by wrap-around care groups run either by volunteers or by private bodies are to be considered as special cases. Use of the school premises by groups of this nature is best regulated by way of a lease or licence.
- D2. Directors need to define the surplus accommodation that can be made available before entering into an agreement with such a group, and in doing so must consider the likely fluctuations in accommodation needs of the school in the future.
- D3. Any accommodation offered should:
- be located so as to cause minimum interference with the normal running of the school;
  - include adequate storage facilities, especially if the room is to be used by the school at other times;
  - if possible include use of safe outdoor play space - times to be negotiated with the Chief Operating Officer.
- D4. Any group must:
- be registered with Ofsted, and the premises approved by the Fire Prevention Officer for use by a pre-school group, and be subject to the conditions of hire, including having adequate insurance cover;
  - be able to provide evidence of membership of a relevant professional body, and also provide evidence of having appropriate full insurance cover.
- D5. If a private body wishes to purchase an additional building for wrap around care purposes to be located on the school site, such a proposal can be considered provided the proposal does not interfere with the normal running of the school. In such cases, there needs to be a formal lease and a ground rent will be payable to

the school. The services to such a building would need to be separated or clearly identified so that the school's budget is not charged.

### **E. Holiday Play-Schemes**

E1. Holiday play-schemes may be treated as short-term casual lettings outside normal school hours. However, such groups are still required to comply with the requirements identified in C & D above.

### **F. Security**

F1. It is most essential that the security of the school is not prejudiced.

F2. To achieve the necessary level of security:

- A lettings custodian (ideally a caretaker) should open the premises and secure them at the end of the letting - such duties can be incorporated into normal duties or, if outside normal working hours, payments can be made. (see Appendix 5);
- Keys should, on no account, be handed to non-employees or information relating to security systems divulged;
- If the terms and conditions have been used and something is stolen or damaged, legally there should be no difficulty, as the user will have indemnified the school against loss – the school should ask to see the insurance policy of the users and may wish to insist on a returnable deposit, especially in the case of one-off lettings.

### **G. Health and Safety**

G1. Health and safety legislation and the requirements of the schools Health and Safety Policy apply at all times, including those when premises are opened up to members of the community. It is essential that every letting is made using the standard terms and conditions, copies of which are printed on the back of the combined application/invoice (See Appendix 1).

G2. Given the possibility of an accident or injury to any outside user, the following will need to be considered:

- Access to a telephone and a first aid box.
- Whether the hirers and the school are adequately covered by insurance.
- The hirers will need to be made aware of the procedure to follow in the event of fire.
- All accidents and near misses on the premises, whether to hirers or the public, must be reported using form RIDDOR 3.
- A Public Entertainment Licence is usually necessary for any events involving performances (drama, music or dancing) whether a charge is made or not. This is held by the school.
- School equipment is not used by hirers, unless prior permission is granted. If permission is granted liability has to assured by both the school and the hirer.
- Specific advice on the use of stage lighting and sound equipment by hirers will be given by King Charles I School technician support on confirmation of booking.

G3. Risk Assessment - The school must provide copies of risk assessments for any equipment or facilities that are likely to affect the Health and Safety of the hirers. Similarly, hirers must be prepared to present risk assessments appropriate to any equipment and activities being carried out on the school's premises.

## **Section Two – The Administration of Casual Lettings**

### **H. Introduction**

H1. A standard application form/invoice (Appendix 1), incorporating conditions of hire, claim forms, etc, is to be used for all lettings.

### **I. Conditions of Hire**

I1. A full list of conditions of hire appears in Appendix 1 and also appears on the reverse of the application form/invoice Form. The school may add to these conditions by letter to the hirer, but none of the conditions will be deleted as they are designed to ensure protection against any incident that may occur.

### **J. Insurance**

J1. Hirers' attention is drawn to the Conditions of Hire, especially the paragraphs dealing with insurance, indemnity, and liability, with a reminder that hirers are required to have appropriate public liability insurance cover.

J2. The school must see a copy of the certificate of insurance of the hirer, a copy will be kept. The school will ensure that at the time of inspection the certificate of insurance is current at the time of the letting.

J3. Where the hiring organisation is unable to confirm that it has its own public liability insurance cover to a minimum level of £1 million, it is a requirement that the hirer should be covered by the school's policy for hirers.

Where this is the case a premium of 10% of the hiring fee, with a minimum charge of £2.00 per event, must be paid with the hiring fee.

Organisations such as the Friends' Associations, etc., are not covered for their activities by the insurance. As in the case of any other hirer the Friends' Associations etc. must either have their own policy cover, or pay the additional premium in order to benefit from the school's policy.

The following must have their own Public Liability Insurance:

- Political Parties;
- Professional entertainment groups/individuals;
- Groups or individuals whose activities involve the generation of heat (blow torches, blow lamps, heat generating equipment);
- Martial Arts groups of all classifications.

In addition for sporting activity groups the school's insurance does not cover personal injury or property damage suffered by one participant that was caused by another participant.

### **K. Charges**

K1. Charges will be calculated for each letting and the hirer will be informed of the charges to be made in each case, when the booking is confirmed.

K2. When deciding charging levels, the schools will consider heating, lighting, caretaking, maintenance and repair costs plus any administrative costs, e.g. stationery and postage, etc., if relevant. See Appendix 2.

K3. At present King Charles I School Trading Ltd is not VAT registered. This is reviewed on a rolling annual basis and may change to comply with HMRC rules.

### **L. Combined Application/Invoice Form (page 9)**

L1. All applicants for the hire of facilities at the school must complete a lettings application form/invoice, signing the declaration that the applicant:

- accepts the conditions of hire and responsibility for the payment of the hire fees;
- indemnifies the school against any incident;
- either has current Public Liability insurance cover or wishes to be covered under the school's policy; and
- has adequate Safeguarding Children documentation – where appropriate

L2. It is essential that every letting is made using the school's standard terms and conditions (Appendix 1), copies of which are printed on the back of the hirer's copy of the combined application form/invoice.

L3. Any communications about individual lettings should be made directly between the school and hirers.

### **M. Confirmation of booking and payment of hire charges**

- M1. On receipt of the completed application form, the charges should be entered onto the School Booking system as follows:
- Charges at the level determined by the school for the facilities hired.
  - Where a hirer is unable to provide details of current public liability insurance cover, it is necessary to include the hirer on the school's third party hirers' policy. To do so, the insurance premium should be calculated at 10% of the total hiring charge with the minimum charge being £2.00 per event. The insurance premium element of the school's lettings income must be identified separately on bank/giro paying-in slips.
  - There are exceptions when the school's insurance policy cannot apply. These are in respect of lettings to political parties, to professional entertainment promotions; to groups using heat generating equipment and to martial arts groups (see paragraph J3). In such instances it is essential that hirers provide their own insurance cover and provide policy details to the school as shown in Section C of the application/invoice form.
  - In the case of individual new hiring's (for instance for a wedding reception) the school will request an additional deposit payment to cover the possibility of any additional costs (for instance to cover possible loss or breakage of school contents or equipment, or extra cleaning costs). Such a deposit will be included in the initial payment required from the hirer, shown where indicated on the application/invoice form.
- M2. It is important to obtain payment for the hiring at the time the booking is made whenever possible.
- M3. All payments for lettings should be made by BACS quoting the reference number given on the invoice. Please note that we do not accept cheques.
- M4. All fees are payable in advance.
- M5. At the time the hirer pays the letting fees, a receipt should be issued.
- M6. The application form/invoice should be retained as the school's record of the letting. A second copy of the form should be returned to the applicant for retention as confirmation of the booking, ensuring the reverse side of the form is also copied providing the applicant with the terms and conditions of hiring.
- M7. For lettings where payment is received in arrears an invoice should be raised not less than monthly. Any payment defaults should be reported to the Chief Operating Officer.
- M8. A new application/invoice form must be completed for each hirer once a year or, whenever hiring charges are revised.
- M9. The form constitutes an official company invoice for a one-off hiring or for the first of any series of hiring's to which the form relates.
- M10. In circumstances where further charges are required because the hirer has used premises more extensively than originally envisaged when the letting was booked, the school should send a further application/invoice form to the hirer detailing the additional charges and requesting payment by return.

### **N. Difficulties in Securing Payment**

- N1. In the case of hiring arrangements where payment is not made in advance, the school should arrange for payment to be made as soon as possible, normally within 7 days, and certainly no later than one month from the date of the actual letting. If repeated requests for payment prove unsuccessful, no further letting should be allowed to that hirer. It may be considered desirable to initiate legal action to recover a debt.

Appendix 1

**King Charles I School Trading Ltd  
APPLICATION/INVOICE FOR THE HIRE OF FACILITIES**

Hillgrove Site, Hillgrove House, Comberton Road, Kidderminster DY10 1XA  
Borrington Site, Borrington Road, Kidderminster DY10 3ED

Using a black pen, the applicant must complete sections A, B, & C. Section D is for school use only.

<b>A</b>	Name of Organisation:			
	Nature of Organisation:			
	Applicant Name:		Position in Organisation:	
	Address:		Tel No (Day):	
			Tel No (Eve):	
			Mobile No:	
	Post code:		Email:	

<b>B</b>	Required facility:			
	<i>Any additional requirements:</i>			
	Purpose of use:			
	Day(s) and Date(s) required:			
	Time(s) required:	From:		To:
	Estimated numbers attending:	Male:		Female:
	Age range:			

<b>C</b>	<b>Declaration</b>			
	*I confirm that the organisation/hirer has Public Liability insurance cover thus:			
	Name of Insurer:			
	Policy Number:			
	Expiry Date:	Limit of Indemnity:	£	
	*I wish the school to arrange Public Liability cover and I will pay the premium of 10% of the hiring fee (minimum premium charge of £2 per event) <b>*Delete whichever is not applicable</b> I undertake to pay the appropriate hiring charges (including any charges arising from use additional to that specified above), to observe and be bound by the conditions of hiring detailed overleaf, together with any additional conditions set by the School, and to indemnify the School against any claims for loss or damage or personal injury or any associated costs arising from this agreement. I also confirm that where appropriate, this organisation has documented adequate child safeguarding policies in place			
	Applicant's Signature:		Date:	

<b>D</b>	<b>SCHOOL USE ONLY</b>			
	Booking Number:			
	Charge:	Insurance:	Total:	

## Conditions of Hire for School Premises

Throughout this document and solely in relation to it, the term 'school' means King Charles I School.

1. All applications for the hire of accommodation must be made in writing at least seven days before the accommodation is required. The person who signs the application will be considered by the school for all purposes to be the hirer. Where a promoting organisation is named in the application for hire that organisation will be similarly considered to be the hirer and will be jointly and severally liable hereon with the person who signs the application. The school reserves the right to impose further conditions to meet the particular requirements of the hirer and may, at their absolute discretion and without reason being given, refuse to grant any application for the hire of accommodation and facilities or cancel without notice any hiring previously accepted.
2. The charges for the hired accommodation and any other additional sums payable by the hirer will be as set out in the school's scale of charges or as otherwise determined by or on behalf of the school. The school may at their absolute discretion and without reason being given require a deposit from the hirer in addition to the charges for accommodation. Such a deposit will be returnable after the hiring provided there has not been any breach of Conditions 10 and 20.
3. The numbers of persons attending the function must be notified to the school not less than 48 hours prior to the function. Numbers notified are not to be exceeded under any circumstances except by prior agreement in writing. In no case will persons be admitted to social functions after 10.00pm and in all cases use of the accommodation must be terminated no later than 3.00am (Saturdays 12 midnight).
4. The hirer shall provide at the hirer's cost such numbers of attendants and stewards as may, in the opinion of the school or their authorised officer, be necessary to secure the observance and performance of the stipulations contained in these Conditions including those relating to the observance of fire precautions. Such attendants and stewards shall be the servants of the hirer, but will comply with the reasonable requirements of the school in the performance of their duties
5. If the hirer fails to observe and perform any one or more of the stipulations contained herein the school may: a) charge to and recover from the hirer any expenses incurred by the school in engaging police constables or other persons to secure such observance and performances: b) Cancel any other engagements for any room or rooms in the hired premises that the hirer may have made without incurring any liability to the school whatsoever other than for the return of any fee paid. c) Charge to the hirer the cost of clearing the premises of litter in accordance with the provisions of the Environmental Protection Act 1990.
6. Specific written permission from the school must be obtained by the hirer before intoxicating drinks may be brought onto the premises. The sale of intoxicating liquor at the hired premises may only be undertaken by the current holder(s) of a Justices Licence and in accordance with the provision of that Licence. The hirer is responsible in all respects for applying for and ensuring compliance with any such Licence.
7. The hirer shall, if required by the school, supply for approval, a copy of the programme of any proposed entertainment not less than 7 days before the presentation of such entertainment.
8. No copyright, dramatic or musical work shall be performed or sung without the licence of the owner of the copyright and all such licences shall be produced to the school before the commencement of the hiring. The hirer shall indemnify the school against any infringement of copyright which may occur during the hiring.
9. The hiring does not entitle the hirer to use or enter the premises at any time other than the specified hours for which the accommodation is hired unless prior arrangements have been made with school which will grant reasonable access before and after the hiring period in accordance with the availability of the accommodation.
10. The hirer shall take good care of and shall not cause any damage or permit or suffer any damage to be done to the hired premises or to any part or parts thereof or to any fittings, equipment or other property therein and shall make good and pay for the damage thereto (including accidental damage) caused by any act of neglect of the hirer, the hirer's servants, agents or any person resorting to the hired premises by reason of the use of the hired premises by the hirer.
11. The school will not accept responsibility or liability in respect of any damage or theft or loss of any property, goods, articles or things whatsoever placed, deposited, brought into or left upon the hired premises either by the hirer for the hirer's use or purpose or by any other person, or left or deposited with any officer or servant of the school and the hirer must indemnify and hold the school and their servants and officers harmless in respect thereof. It is the responsibility of the hirer to provide cloakroom attendants, and school employees are not permitted to assist in the cloakrooms.



12. The school shall not be liable for any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, Government restriction, strike, Act of God, or any unforeseen circumstances which may cause the premises to be temporarily closed or the hiring to be interrupted or cancelled.

13. The hirer shall be liable for and shall indemnify the school in respect of any loss, damage or injury which may be incurred by or be done or happen to the hirer or any person in the hirer's employ or any of the hirer's sub-contractors or by or to any other person or persons resorting to the hired premises by reason of the use of the hired premises by the hirer.

14. The school may require any hirer to disclose to them the arrangements (including any insurance in relation to any liability) made or effected by the hirer for damage accepted by the hirer, or in relation to any indemnify hereby given.

15. The hirer shall not himself let, hire or licence to any other person to let the hired premises or any other part thereof. Should the hirer fail to comply with this condition the hiring will stand cancelled and charges paid forfeited and the hirer and sub-hirer excluded from the accommodation.

16. The right of entry to the hired premises is reserved at any time during the hiring to any member of the school, any officer of the school on duty, any police officer on duty and any other person (whether employed by the school or not) lawfully undertaking duties connected with the safety or security of the accommodation, or with the health, safety or welfare of the persons therein.

17. The hirer, the hirer's servants, agents and contractors shall during the hiring and during such other times as they or any of them shall be in the hired premises for the purpose of hiring comply with all reasonable requirements of the school or their authorised officer.

18. The hirer shall during the hiring be responsible for:

- a) The efficient supervision of the hired premises including the effective control and safeguarding of children, the orderly and safe admission and departure of persons to and from the hired premises and the orderly and safe clearance of the hired premises in case of emergency;
- b) The safety of the hired premises and the preservation of good order and decency therein;
- c) Ensuring all doors giving egress from the hired premises shall be kept unfastened and unobstructed and immediately available for exit during the whole time the hired premises are in use and no obstruction shall be placed or allowed to remain in any corridor giving access to the hired premises.

19. Except with the consent in writing of the school the hirer shall not cause or suffer any animal in the hirer's charge or in the possession of any person resorting to the hired premises during the hiring to enter or remain in the hired premises.

20. The hirer shall at the expiration of the period of the hiring leave the premises in a clean and orderly state. Hirers are reminded that in accordance with their duties under the Environmental Protection Act 1990, the school require the premises to be left free of litter. Failure to clear the premises of litter after use may result in the school charging the hirer the cost to them of so clearing, and repeating failure to remove litter after use may result in the cancellation without notice of any hiring in accordance with condition 1 hereof.

21. No inflammable materials shall be allowed within six feet of any light in the building.

22. No bolts, nails, tacks, screws, bits, pins or other like objects shall be driven into any part of the hired premises nor shall any placards or other articles be fixed thereto.

23. The school or any person so authorised by the school can stop any entertainment or meeting not properly conducted.

24. No publicity or advertising material, flags, notices, emblems or other decorations shall be displayed within the grounds and premises of the hired premises or on the gates, walls, fences and hedges forming the boundary of the premises without the previous consent in writing of the school.

25. Any lighting and audio/visual equipment supplied by the school shall at all times be operated by persons employed by the school for that purpose and no other person whatsoever shall operate or attempt to operate or interfere with the lighting or audio/visual equipment without express prior permission.

26. No additional lights or extensions form the existing electric light fittings, nor audio/visual equipment provided by the hirer or his agents shall be used without the previous consent of the school, and any such lights, extensions or equipment shall be disconnected or switched off if any authorised officer of the school so requires.

27. No persons other than persons directly concerned with the presentation of any function shall be permitted on the stage or in the ancillary adjoining the stage.

28. Except with the previous consent in writing of the school, no part of the hired premises shall be used by the hirer for the sale of anything whether by auction or otherwise except when the hired premises are specifically hired for the purpose of holding such a sale.

29. The property of the hirer and the hirer's agents must be removed before 12 noon on the date next following the period of hiring or additional fees will be charged for each or part day until the same is removed. The school accepts no responsibility for any property left on the premises after the hiring.

30. Smoking is strictly prohibited on and around site.

31. All scenery and costumes used for performances and the like must be fire proof.

32. The express written permission of the school must be obtained for the use of streamers, balloons or confetti.

33. No exit may be blocked, chairs or obstructions placed in corridors or internal doorways, or fire appliances tampered with or removed. Please refer to condition 18.

34. Any special staging or equipment required and provided by the hirer shall be a matter of negotiation between the hirer and the school's authorised officer.

35. If the hirer wishes to cancel a single booking at least 3 clear working day's, excluding bank holidays, written notice shall be given. For cancellation of block bookings, at least 1 month's written notice is required for the complete cancellation of the whole booking. For cancellation of dates made within a block booking, at least 3 clear working day's, excluding bank holidays, written notice shall be given otherwise the school shall be entitled to retain the fees paid. If, as a result of such cancellation, the school incurs a loss in excess of the fees paid by the hirer, the hirer shall pay to the school as liquidated damages the amount of such loss. For block bookings, a refund will only be given where the facilities are not available due to unforeseen circumstances. (A working day is classed as Monday to Friday 9am to 5pm.)

36. Any complaint arising out of the hiring must be made in writing to the school.

37. Any notice, demand or request by the school to or upon the hirer may be sent by ordinary pre-paid post addressed to the hirer at the hirer's address given in the hirer's application and shall be deemed to be made or served at the time when the letter containing the same would be delivered in the ordinary course of post.

38. The hirer is requested to contact the school to obtain details of the prevailing fire precautions and security arrangements.

39. The hirer is to be responsible for the conduct of his/her own employees, agents and contractors including all health, safety and welfare matters. The hirer must make his/her arrangements in such a way as to ensure at all times:-  
(i) Compliance by him/her of his/her responsibility under the Health and Safety at Work Act; and,  
(ii) Compliance and co-operation by himself/herself and his/her employees, agents and contractors with any arrangements made by the school for security of the hired premises or any part there of or to secure compliance with any duty or requirement in relation to health and safety at work.

40. The hirer shall be responsible for (and shall indemnify the school against any breach) compliance with any statutory provisions relating to the preparation, display and sale of food for human consumption,

41. The hire of accommodation does not include any right to car parking accommodation, except that vehicles bringing passengers, exhibits, fittings etc., may stand in such part of the car parking area surrounding the premises as the school may determine for such time as necessary at their own risk.

#### **Equipment hire**

42. Equipment must be returned in the condition it was received, on the date agreed. Late returns will be charged at daily rate of the equipment borrowed. Missing or damaged items will be charged at cost or replacement at the discretion of the ICT Network Manager. Hiring of equipment implies agreement of any late/damaged costs incurred

43. It is the hirers' responsibility to ensure that the equipment hired is suitable for their needs. Damage or breakdown of equipment should be reported to King Charles I School technician support as soon as possible by emailing support@kingcharles1.worcs.sch.uk. Where practicable we will replace the equipment on a best efforts basis.

44. King Charles I School Trading Ltd will invoice on agreement of hiring schedule. Invoices should be paid before equipment is taken.

**Note**

Microphones headsets will be supplied as used, but 1-4 channel hire will receive 1 spare new headset, 5+ channels will receive 2 new spare headsets. Used batteries will be supplied with the mics for testing and sound check purposes. All microphones supplies are licence free.

Where application for hire is for an unspecified period, users should renew their application as necessary for each school year (i.e. commencing September). Such renewed application should be made not later than the end of the preceding May. Applicants are asked to notify the school immediately in the event of there being a change in the name and address of the person with whom the school should communicate regarding the letting arrangement.

### School Charges and Letting Costs

<b>ASTRO TURF CHARGES PER HOUR</b>		
<b>Category</b>	<b>Charge per third</b>	<b>Charge for matches (includes changing rooms)</b>
<b>Juniors</b>		
- Peak (Sept-April)	£35.00	£60.00
- Off peak (May-August)	£20.00	£60.00
<b>Adult</b>		
- Peak (Sept-April)	£45.00	£60.00
- Off peak (May-August)	£25.00	£60.00

<b>OTHER FACILITIES</b>	
<b>Facility</b>	<b>Charge per hour</b>
Swimming Pool	£55.00
Sports Hall	£40.00
Oldfield hall	£35.00
Science theatre, music school, Borrington Site hall	£30.00
Gym (both sites)	£30.00
Classroom	£25.00
Music block	£35.00
Sports Field	£40.00
Dance Studio	£25.00

<b>STAGE EQUIPMENT and MICROPHONE HIRE</b>		
	<b>Daily</b>	<b>Weekly</b>
Freeport microphone	£15	£40
Digital microphone	£30	£75
Lighting desk	£30	£75
LED lights	£10	£15
PA system	£23	£50
Portable lighting system	£35	£50

## Appendix 3

### Lettings Custodian Duties

#### A. Before the Letting

- A1. The Lettings Custodian must be satisfied that approval for the letting has been given by the Chief Operating Officer, for instance, by confirming that the relevant lettings application form has been completed by the hirer.
- A2. The Lettings Custodian must also ensure that 'double bookings' are avoided, bringing such incidents to the attention of the Deputy Trust and Estate Manager/Site Manager, as soon as possible.
- A3. The accommodation requested must be made available to the hirer, at the time agreed. If chairs have been requested, these too should be made ready for use, unless it has been agreed with the hirer that they will set out and put away the chairs themselves.
- A4. The Lettings Custodian should check the accommodation to ensure that there is no damage/theft to the accommodation/equipment prior to the letting taking place.
- A5. Unless prior agreement has been reached, hirers will not generally be allowed to enter the premises before the stipulated time. If such agreements have been made, the Lettings Custodian should note the exact time of entry.

#### B. During the Letting

- B1. The Lettings Custodian will remain on site for the duration of the letting.

#### C. After the Letting

- C1. The Lettings Custodian must ensure that the facilities have been left in a clean and tidy state by the hirer, ready for use by the school. Should the premises not be left in a satisfactory state by the hirer, then the Lettings Custodian may claim additional cleaning time, the cost of which will be passed on to the hirer.
- C2. The Lettings Custodian should ensure that all lights are switched off, windows/doors locked, the premises are totally vacated and secure (including the activation of security systems, where appropriate) after the letting. The Lettings Custodian should also check the school accommodation/equipment again to ensure that no theft/damage has occurred during the letting.
- C3. If the hirer is still on the premises beyond the stipulated expiry time of the letting, the Lettings Custodian may claim up to the actual time the hirer vacated the premises.
- C4. The Lettings Custodian must also ensure that the premises were used by the stipulated hirer and that sub-letting of the premises has not occurred.

#### D. Cancellation

- D1. The conditions for the Hire of School Premises (Condition No.35), refers to cancellation of bookings and requests that hirers must give at least 3 clear working day's written notice for the cancellation of a single booking and at least 1 month's written notice for the cancellation of a regular booking. (A working day is classed as Monday to Friday 9am to 5pm excluding bank holidays.)

If a cancellation is made without adequate notice, the Lettings Custodian may claim for the letting as usual and any subsequent costs will be passed on to the hirer.

#### General Notes

- 1. The letting arrangement applies only to periods outside the Lettings Custodian's normal working time.
- 2. No hiring fees shall be paid directly to the Lettings Custodian.

## **Appendix 4**

### **Payment for Lettings Custodian Duties**

There are two rates of payment, the first based on the number of units of accommodation used in circumstances when the Caretaker has to open and close the premises but is not required to be on duty and the second where the Caretaker has to be on duty throughout the period of hire.

Please refer to the 'Pay Policy'.

**Appendix 5**

**Caretaker’s Claims for use of School outside School hours**

Name of Caretaker: \_\_\_\_\_

Month Ended .....Year.....

The following instructions should be observed when completing this form:-

- Column 1** Only a number need be inserted to indicate the day of the month.
- Column 2** The usual abbreviations should be used, e.g. Su., M., Tu., Th., etc.
- Column 4** The following abbreviations should be used:-

C	Classroom		FT	Food Technology	K	Kitchen
RM	Resistant Materials	G	Gymnasium	H	Hall	
Ch	Changing Room	O	Office	Sp	Sports Hall	
				Th	Theatre	

The entry for the use of a hall and four classrooms would thus be IH + 4C.

- Column 5** Indicate whether or not you were required to be on duty for the duration of the letting.
- Column 6** The time of the letting should be entered thus: 6 p.m. to 9 p.m. or 10 a.m. to 12.45 p.m. etc.
- Column 7** Indicate equipment/services used e.g. Piano, Stage Lighting, Kitchen Facilities.

**For Completion by Claimant - (Columns 1 to 7)**

It is essential that all sections below are completed.

1. Date	2. Day	3. Name of Organisation	4. No. and Type of Rooms Used	5. Required on Duty Y/N	6. Time of Letting	7. Equipment / Services Used

For Completion by Chief Operating Officer:	
Amount to be paid	£      p

Carried Forward

1. Date	2. Day	3. Name of Organisation	4. No. and Type of Rooms Used	5. Required on Duty Y/N	6. Time of Letting	7. Equipment /Services Used	Amount to be paid £            p		
					<b>BROUGHT</b>	<b>FORWARD</b>			
							<b>Total</b>		

FOR OFFICIAL USE ONLY		
CODE	£	P
0209		
0209		
0209		
0209		
0209		
<b>Total £</b>		
<b>Paid:</b>		

I certify that this claim is correct:

Signature of Claimant.....

Date.....

**Director/Chief Operating Officer's Certification:**

Signed.....

Date.....



## Appendix 6

### Use of Stage Lighting and Sound Equipment by Hirers

King Charles I School events will always take priority to hire. Hire is subject to availability and sufficient notice being given to prepare the required equipment.

Equipment should be returned in the condition it was received, on the date agreed. Late returns will be charged at daily rate of the equipment borrowed. Missing or damaged items will be charged at cost or replacement the discretion of the ICT Network Manager. Hiring of equipment implies agreement of any late/damaged costs incurred

It is the hirer's responsibility equipment hired is suitable for their needs. Damage or breakdown of equipment should be reported to King Charles I School technician support by emailing [support@kingcharles1.worcs.sch.uk](mailto:support@kingcharles1.worcs.sch.uk) as soon as possible. Where practicable we will replace the equipment on a best efforts basis. King Charles I School will invoice on agreement of hiring schedule. Invoices should be paid before equipment is taken.

Microphones headsets will be supplied as used, but 1-4 channel hire will receive 1 spare new headset, 5+ channels will receive 2 new spare headsets. Used batteries will be supplied with the mics for testing and sound check purposes. All microphones supplies are licence free.