

# The Aspire Federation

## Lettings and Community Use Policy 18-19

**Our purpose:** Aiming High Reaching All

**Aim:** The Lettings and Community Use Policy for The Aspire Federation aims to set out the policy and practice in relation to letting out the facilities to ensure all users gain the best possible experience and outcome for purpose.

### Procedures and Practice

#### Introduction

The Governing Body regards the buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible. However, the overriding aim of the Governing Body is to support the learners by providing them with the best possible education, and any lettings of the premises to outside organisations will be considered with this in mind.

The schools delegated budgets will not be used to subsidise any lettings by community or commercial organisations. A charge will be levied to meet the additional costs incurred by the schools in respect of any lettings of the premises. As a minimum, the actual cost to the schools of any use of the premises by an outside organisation must be re-imbursed to the schools delegated budgets.

#### Definition of a Letting

A letting may be defined as "any use of the school premises (buildings and grounds) by either a community group or a commercial organisation. A letting must not interfere with the primary activity of the schools, which is to provide a high standard of education for all its learners.

Use of the premises for activities such as staff meetings, parents' meetings, Governing Body meetings and extra-curricular activities of learners supervised by the schools staff, fall within the corporate life of the schools. Costs arising from these uses are therefore a legitimate charge against the schools delegated budgets.

#### Charges for a Letting

The Governing Body is responsible for setting charges for the letting of the schools premises. A charge will be levied which covers the following:

- Cost of services (heating and lighting)
- Cost of staffing (caretaking and cleaning) - including "on-costs";
- Cost of administration;
- Cost of "wear and tear";
- Cost of use of the schools equipment (if applicable);

If you should require the use of the Site Manager to set up any rooms then an additional cost will be incurred of £20 per hour.

Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the organisations involved.

The specific charge levied will be reviewed annually, during the Spring term, by the Asset Management Committee, for implementation from the beginning of the academic year. Current charges will be provided in advance of any letting being agreed.

See Appendix A – Costs for letting **VAT**

In general, the letting of rooms for non-sporting activities is exempt of VAT, whereas sports lettings are subject to VAT (although there are exemptions under certain circumstances).

### **Management and Administration of Lettings**

The Executive Business Manager is responsible for the management of lettings, in accordance with the Governing Body's policy. Where appropriate, the EBM may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

If the EBM has any concern about whether a particular request for a letting is appropriate or not, they will consult with the Chair of the Asset Management Committee (or alternative, as appropriate), who is empowered to determine the issue on behalf of the Governing Body.

### **The Administrative Process**

Organisations seeking to hire the schools premises should contact the Executive Headteacher PA, Mrs J Baron, who will identify their requirements and clarify the facilities available. An Initial Request Form (Appendix B) should be completed at this stage. The EBM/Governing Body has the right to refuse an application, and no letting should be regarded as "booked" until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.

Once a letting has been approved, a letter of confirmation will be sent to the hirer, setting out full details of the letting and enclosing a copy of the terms and conditions and the hire agreement. The letting should not take place until the signed agreement has been returned to Mrs Baron. The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the Governing Body's current scale of charges. The schools may wish to seek payment in advance in order to reduce any possible bad debts.

The hirer should be a named individual and the agreement should be in their name, giving their permanent private address. This avoids any slight risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure.

All lettings fees which are received by Mrs Baron will be paid into the schools individual bank accounts, in order to offset the costs of services, staffing etc. Income and expenditure associated with lettings will be regularly monitored to ensure that at least a "break even" situation is being achieved.

### **Public Liability and Accidental Damage Insurance**

It is expected that the hirer has their own public liability and accidental damage insurance and when signing the hire agreement will be confirming this.

## **TERMS AND CONDITIONS**

### **For the hire of The Aspire Federation premises**

All terms and conditions set out below must be adhered to. The "Hirer" shall be the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

#### **Status of the Hirer**

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background. The hire agreement is personal to the hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the schools to them or of creating any tenancy between the schools and the hirer.

Persons may have to undergo, at the discretion of the Governing Body, a criminal record check via the Criminal Records Bureau (CRB). If a particular letting involves contact with schools learners then all personnel involved must be checked against List 99 and undergo a DBS check, in accordance with DCSF guidance. These checks must be made by prior arrangement with Mrs Baron, with at least half a term's notice in advance to ensure that the checks can be carried out in time. If the schools are to carry out the checks on behalf of the hirer then the hirer will be charged the full cost of the checks.

#### **Priority of Use**

The EBM will resolve conflicting requests for the use of the premises, with priority at all times being given to the schools functions.

#### **Attendance**

The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approval given.

#### **Behaviour**

The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated.

#### **Public Safety**

The Hirer shall be responsible for the prevention of overcrowding and for keeping clear all corridors, passages and exits. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct, and where applicable the Hirer must adhere to the correct adult/child ratios at all times.

## **Damage, Loss or Injury**

The hirer must arrange appropriate public liability insurance to cover all legal liabilities for accidents resulting in injuries to persons and attach a copy to the application for lettings form (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting.

## **Furniture and Fittings**

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the schools fabric, are permitted. No blue tac is to be stuck on walls or doors. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.

## **Landgate/Oakfield Equipment**

This can only be used if requested on the initial application form, and if its use is approved by the EBM. Responsible adults must supervise the use of any equipment which is issued and ensure its safe return. The Hirer is liable for any damage, loss or theft of the schools equipment they are using, and for the equipment's safe and appropriate use.

## **Electrical Equipment**

Any electrical equipment brought by the Hirer onto the schools sites MUST comply with the code of practice for portable electrical appliance equipment. Equipment must have a certificate of safety from a qualified electrical engineer. The intention to use any electrical equipment must be notified on the application.

## **Car Parking Facilities**

Subject to availability, these may be used by the Hirer and other adults involved in the letting.

## **Toilet Facilities**

Access to the schools toilet facilities is included as part of the hire arrangements.

## **First Aid Facilities**

There is no legal requirement for the schools to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings.

## **Food and Drink**

No food or drink may be prepared or consumed on the property without the direct permission of the EBM, in line with current food hygiene regulations. All litter must be placed in the bins provided.

## **Intoxicating Liquor**

No intoxicants shall be brought on to or consumed on the premises.

## **Smoking**

The whole of the site at both schools including grounds are non-smoking areas, and smoking is not permitted.

## **Heels and Shoes**

No stiletto or any type of thin heel is to be worn in the sports halls and/or dining halls. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the premises.

## **Sub-letting**

The Hirer shall not sub-let the premises to another person.

## **Charges**

Hire charges are reviewed annually, a full quotation will be provided on request.

## **Variation of Scales of Charges and Cancellations**

The Hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by the Asset Management committee on an annual basis) and that the letting may be cancelled, provided that in each circumstance at least 28 days notice either way is given. No refund of hire purchased in advance will be given.

## **Security and Site Supervision**

The Governors will hire and pay for a person to be responsible for the security and supervision of the premises before, during and after the hire, and for the cleaning of the premises after its use. This cost will be included in the charge for the letting. If no suitable person can be employed, then the letting will not be allowed or will be cancelled.

## **Right of Access**

The Governing Body reserves the right of access to the premises during any letting. The EBM or members of the Governing Body may monitor activities from time to time.

## **Conclusion of the Letting**

The Hirer shall, at the end of the hire period, leave the accommodations in a reasonably tidy condition, all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional cost may be charged.

## **Vacation of Premises**

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any young people taking part in an activity until they are collected by a responsible adult. In the event of an emergency, occupants must leave the schools by the nearest exit and **assemble on the school playground at Oakfield and on the school car park at Landgate**. The Hirer must have immediate access to participants' emergency contact details, and may use the telephone in the school offices in the event of an emergency. Hirers are responsible for familiarising themselves with emergency exits and must ensure that participants are aware of evacuation procedures.

## **Promotional Literature/Newsletters**

A draft copy of any information to be distributed to participants or through the schools must be sanctioned by the Head of School a week prior to distribution by the Hirer.

**What we have to offer:**

- **Multi use games area**
- **Sports hall**
- **Media room**
- **Sensory room**
- **Conference facilities**

**Community Operating Hours:**

- Monday to Friday 3.30pm until 6.00 pm (dependant on day. Later times may be available on request)
- Saturday and Sunday 8.00am until 6.00pm (dependant on staff availability)

For more information and prices with regard to hiring any of The Aspire Federation facilities, please contact Jane Baron on 01942 776142 or by email: [jbaron@oakfield.wigan.sch.uk](mailto:jbaron@oakfield.wigan.sch.uk)

If you would like a bespoke conference or public meeting arranging, please contact Jane Baron on the above

## Scale of Charges for Lettings

**Multi use games area (Oakfield)** – an outdoor multi use games area with space available for football, netball, tennis and basketball. The surface is suitable for use with wheelchairs so therefore can be used for all the above for people who may have mobility issues.

Charge - £30.00 per hour

**Sports hall (both sites)**– an indoor area that can be used for football, basketball, badminton, netball, keep fit, zumba, dance etc with changing facilities.

Charge - £30.00 per hour

**Media room (Oakfield)** – a highly resourced area for delivering media comprising of photography lights, green screens and iMacs

Charge - £20.00 per hour

**Sensory room (Oakfield)**– a state of the art sensory room with light and sound equipment, projector for wall size viewing and bubble tube

Charge - £20.00 per hour

**Conference facilities (The Aspire Federation)**– a modern, purpose built area for meetings and small conferences

**Two rooms that can each hold up to 16 people** with full tea/coffee facilities and touch screen wall mounted screen.

Charge per room - £20.00 per hour (plus £2.00 pp for tea/coffee/biscuits if required. Lunch will not be provided)

**Rooms can be made into one large conference room and hold 30 people if required** – the charge for this is £30.00 per hour.

**Conference rooms can be booked for half days or full days on request**

<b>Date approved:</b>	<b>04.10.2018</b>
<b>Review Date:</b>	<b>October 2019</b>
<b>Signed Executive Headteacher:</b>	<b>C Taylor</b>
<b>Signed Chair of Committee:</b>	<b>J Kendrick</b>

### Initial Request Form

Name of Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Name of Organisation: \_\_\_\_\_

Details of facilities to be hired: \_\_\_\_\_

Activity of Organisation: \_\_\_\_\_

Date of letting:

- First choice:
- Second choice:
- Third choice

Start time:

End time:

Duration of Letting: .....(weeks)

Would you require use of Oakfield Equipment (please specify your request):

\_\_\_\_\_

Age range of participants: \_\_\_\_\_

Number of supervising adults (if applicable): \_\_\_\_\_

The Hirer confirms that adequate and appropriate insurance cover is in place for the activity to be carried out (see Terms and Conditions for further details).

The Hirer confirms that arrangements are in place with reference to First Aid (see Terms and Conditions for further details).

The Hirer undertakes to comply with the regulations regarding the use of own electrical equipment (see Terms and Conditions for further details).

I confirm that I am over 18 years of age, and that the information provided on this form is correct.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Position: \_\_\_\_\_