



Malbank School & Sixth Form College
Lettings and Remissions Policy 2022-23

Contents

Lettings Policy

1. Pricing Policy	3
2. Staffing Organisation	3-4
3. Definitions	4
4. General Conditions and Obligations of the Hirer	4-6
5. All Clubs Involved in the Instruction of Persons Under the Age of 18 Must Adhere to the Schools Child Protection Policy	7
6. Risk Assessment	7
7. Insurance	7
8. Liabilities	7
9. Complaints	8
10. Disclaimer	8
11. Cancellation	8
12. Termination of Agreement	8

Malbank School and Sixth Form College

Lettings Policy 2022 - 2023

Malbank School and Sixth Form College is a central part of the larger local community and as such we welcome the letting of our facilities by the local community. The school has many areas which are available for hire purposes.

1. Pricing Policy

Under the direction of the Governing Body, **Malbank School and Sixth Form College** has devised a level of charges for each of the areas available for hire. The prices are comparable with other schools and colleges within the South Cheshire area. It is envisaged that any excess income will be used to improve general facilities around the school. All facilities will be available to users such as schools, affiliated clubs and constituted associations. All bookings will be paid on receipt of invoice. Failure to settle an account in full will result in the remaining bookings being cancelled and the school seeking financial redress.

All bookings must have a responsible person over 18 years of age as leader. Any leader in charge of persons under 18 years of age must be DBS checked and the school will request sight of this form and note the DBS number.

Any group wishing to hire a facility should contact the school's Community Manager who will send them a lettings pack. The group leader will be required to complete and sign all the necessary forms included in the lettings pack for administration and insurance purposes. The school has devised its own conditions of hire, and this will be used in conjunction with the insurer's advice for use and hire of facilities. All documentation must be completed and returned to the Community Manager before a booking is confirmed. All lettings of facilities will be at the discretion of the school.

2. Staffing Organisation

Under the direction of the Governing Body, the Community Manager will have control of the day to day running of lettings, he will be the point of contact for all lettings in school. All invoices will be issued through the school's Finance department. All income from lettings will be paid into the lettings account in the delegated budget. Administration costs have been included in the pricing charge.

The Community Manager or caretaker will be on site at some time during the booking period to comply with insurance regulations and ensure that the facilities are fit for purpose. Caretaking costs have been built into the pricing charge.

The school premises will not be let if there is any reason to believe that any individual or organisation involved in the letting may bring the school's name into disrepute. If any member of staff believes a letting should not be permitted, they should report their concerns to the School's Business Manager.

The School does not have a Premises licence. It is up to the individual or organisation to seek approval from the school's Community Manager prior to applying for a licence. The cost of purchasing a license is the responsibility of the hirer any security services deemed necessary at the function will be charged to the user. The user will be advised of additional charges at the time of booking.

All organisations hiring any part of the school premises must provide proof of Public Liability Insurance. All individuals/organisations hiring any part of the school's premises must conform to Health and Safety regulations.

This policy will be reviewed and ratified by the Governing Body on an annual basis.

3. Definitions

The School means **Malbank School and Sixth Form College**.

The School Premises means Welsh Row, Nantwich. CW5 5HD.

- Application for hire of facilities must be made to the school's Community Manager.
- Registered users will be invoiced for their hire charges, payment terms are strictly 7 days from date of invoice.
- In the event of the charges not being paid in accordance with these conditions, all further periods booked by the hirer will be cancelled upon written notice given by the Strategic Business Manager, and the School will seek to recover the debt.
- Please note that change over times and setting up times are included in the hour session and it is School policy that failure to adhere to these guidelines will incur a financial penalty of a half-hour charge.
- There will be no sub-letting of facilities.
- Hirers wishing to book facilities in order to provide private coaching to individuals must inform the School's Community Manager at the time of the application, he will decide if such a booking is appropriate. Failure to comply will result in immediate cancellation of the booking.
- The hirer must be 18 years or over.

4. General Conditions and Obligations of the Hirer

The Hirer shall:

- not use the School Premises or the relevant part thereof other than for the purposes and the times stated on the application form.
- accept that this agreement is not assignable, and no other person or organisation shall be permitted to use or share the School Premises under the terms of this

Agreement. It constitutes the permission only to use the School Premises and confers no tenancy or other right of occupation on the hirer.

- comply with and observe the School's no-smoking policy on all parts of the School Premises including its grounds (not just in that part of the School Premises hired under this Agreement).
- not use the School equipment without the School's written consent.
- not permit any animals to be brought onto or kept on the School Premises.
- ensure that cameras are only used on the School Premises with the permission of the School and acknowledge that mobile phones are not permitted in the changing areas.
- ensure that they do not allow any drunkenness, disturbance or disorder on the School Premises, and that at all times good order is kept on the School Premises.
- ensure that all property brought onto the School Premises during each hiring is removed on the expiration of the hiring or each session of use. The School shall not be responsible for any property left behind and reserve the right to charge extra while it is on the School Premises. The school will only store third party/hirer equipment in exceptional circumstance. Where this has been agreed the School will not accept any responsibility for any loss or damage to such equipment.
- be responsible for the conduct of visitors for that booking and as such shall be liable for any claims for damages that may arise that do not fall within the responsibility of the School itself.
- be responsible for maintaining acceptable standards of behaviour and noise levels by their patrons both inside and/or outside of the facility being used.
- ensure that no footwear shall be worn which could damage the surface of any floor. Any marks from black shoes must be removed at the end of each hiring/session of use.
- accept that the School may put a stop to any activity on the School Premises which in their opinion is not properly conducted or which may infringe the hirer's obligations set out in this agreement and shall be entitled to cancel the booking whether before or during the hiring without notice or refund of any fees paid.
- ensure that no exits are blocked or chairs or obstructions are placed in corridors or fire appliances are removed or tampered with and the hirer shall ensure that users of the School premises are aware of the locations of emergency exits and fire-fighting equipment. The hirer shall co-operate in fire drills from time to time.
- ensure the School Premises are left in a clean and orderly state at the end of the hiring or each session of use.

- ensure that the playground is not used for parking other than with the specific consent of the School.
- ensure that the school premises will not be let if there is any reason to believe that any individual or organisation involved in the letting may bring the school's name into disrepute.
- ensure that nothing shall be done on the School Premises which shall endanger other users or invalidate any insurance cover relating to the School Premises.
- at all times during the hiring comply with the School's security, fire and health and safety arrangements as brought to the hirers attention and ensure that any specific instructions in relation to site security are carried out in accordance with such instruction, the hirer must be responsible at his/her own expense for carrying out his/her own risk assessment with regard to the hiring.
- ensure that no slogans, advertisements, flags, emblems or decorations shall be displayed outside the School Premises whether affixed to the same or free standing without prior written consent.
- the hirer will be directly responsible to the Head Teacher and Governing Body for the proper use of the school premises and must agree to reimburse the school for all expenses incurred in reinstating any damage to the premises, furniture, fixtures or fittings, including the removal of litter or additional cleaning required caused by the Letting.
- ensure that the school has a copy of the agreed Premises Licence. A copy of each such licence must be seen on application to the School and the hirer shall indemnify the School against all losses, costs, damages and expenses resulting from any failure to comply with the school's requirements.
- not bring onto the School Premises, or sell, or permit to be sold on the School Premises, any alcohol or any other liquid or refreshments, without the prior consent of the School, and in any event to strictly comply with all legal requirements regarding the sale and consumption of alcohol liquor, the performing of plays and the exhibition of cinematograph films, and not infringe any copyright subsisting under the Copyright Act 1956. The School shall be entitled to require proof that the provision of this clause has been complied within 72 hours before the hiring. All legal requirements of Gaming and Lottery legislation shall similarly be observed without infringement.
- ensure that all scenery and costumes used for stage performances and the like are fire-proofed.
- not use the school's kitchen facilities.
- ensure that attendees adhere to all Government Covid19 guidelines and follow established school systems as indicated by Community Manager or member of Site Team.

5. All clubs involved in the instruction of persons under the age of 18 should adhere to the School's Child Protection Policy.

The hirer must ensure that any activities involving children and/or vulnerable adults comply with all statutes, byelaws and regulations relating to public use of the School and all relevant legislative, local Children's Services, Local Authority, OFSTED and School requirements and policies as are appropriate.

The hirer must be aware that the person(s) in charge of anyone under 18 years of age must be DBS checked and provide the school with proof of this. The school reserve the right to refuse any application for hire if proof cannot be provided.

6. Risk Assessment

A Risk Assessment must be completed to show due consideration, by the hirer, of the risks likely to be encountered during the proposed activities of the letting. This should be prepared and submitted to the school prior to the hiring taking place.

Only electrical equipment that has a current certificate of electrical testing can be used on the school premises. The hirer must ensure that any lights or other electrical apparatus which shall be connected to the electrical installation in the School Premises shall be properly insulated and fused and electrical plugs and sockets shall not be overloaded. All must be fully electrically tested and comply with the current Electricity at Work Regulations. No unauthorised appliances shall be brought onto the School Premises or used in them.

An Individual, Club or Organisation hiring a facility shall ensure the presence of suitable persons to carry out proper supervision for all elements of safety.

Every group must take a register of attendance at each session. If a member develops Covid symptoms after a session, then the school should be informed at the earliest possible opportunity.

7. Insurance

The hirer must maintain Public Liability insurance to the sum of ten million pounds per claim.

The hirer must pay all premiums or other costs arising in the provision of such policies of insurance referred to above. A copy of such insurance cover must accompany the application form and be submitted to the School at least 48 hours before the hiring.

8. Liabilities

For the avoidance of doubt, the School management reserves the right to enforce all of the rules and regulations of the School, the School does not accept any responsibility for the loss or theft of, or damage to articles and or personal belongings from the School Premises, and the School reserves the right to amend or add to the regulations and conditions of hire herein at any time.

9. Complaints

If the hirer has a serious complaint, then this should be referred to a member of School staff immediately.

10. Disclaimer

The School management reserves the right to enforce all of the rules and regulations of the School.

The School does not accept any responsibility for the loss of, or damage to personal belongings.

11. Cancellation

In the event of the hirer cancelling or failing to take up any period booked, the party shall be liable to pay the charge for that period booked.

The School will endeavour to give at least 24 hours' notice to the hirer should the school have to cancel this hire agreement, though in some circumstances this may be beyond the control of the School.

12. Termination of Agreement

This agreement may be terminated by the school giving the hirer one month's notice in writing.

This agreement may be terminated by the hirer giving the school three months' notice in writing.

Notice to have immediate effect may be served by the School on the hirer in the event of misuse, damage caused to property, fixtures and fittings or damage to persons or other fundamental breach of these terms and conditions.

Club/Organisation.....

Hirer signature.....

Date.....

Approved Chair of Resources Committee

Date

Head Teacher

Date