



## **COURT FIELDS SCHOOL**

### **Lettings Policy**

**Executive Headteacher: Sarah Watson**  
**Headteacher at Court Fields School: Polly Matthews**

**DATE: June 2020**  
**Date of Review: June 2021**

**Lead Person: Business Manager**

## SUMMARY OF ARRANGEMENTS

The following points summarise the Trust's policy on the facilitation of lettings on the site at Court Fields School:

1. The school welcomes enquiries from any club, organisation or individual in relation to the hire of any part of the Court Fields School premises.
2. The school will make every effort to accommodate those wishing to hire any part of the premises, but of course reserves the right to refuse a request on grounds of practicality, availability, or if it feels a particular letting would not be in keeping with the ethos of the Trust.
3. All hirers will be required to sign a detailed hire agreement BEFORE the letting is confirmed which clearly states the hire costs, hire conditions, insurance arrangements and any relevant special practical arrangements which will apply. Hirers who do not have their own insurance will need to be covered under the Trust's insurance at an additional charge of 12% of the letting fee.
4. The school's hire charge rates are reviewed annually by the Board of Directors. A range of options are presented at the committee's Summer Term meeting, from which the annual charges are agreed and changes implemented from the commencement of the new academic year in September.
5. When the recommended charge rates are calculated, account is taken of the following factors in particular:
  - a) Estimated caretakers' lettings claim costs.
  - b) Estimated electricity, gas and water costs.
  - c) Administration costs
6. Hire charge rates for junior clubs using the gym, football and rugby pitches and dining hall are subject to a substantial discount which is clearly indicated on the published list of hire charge rates.
7. The school's aim in relation to charges is to firstly recover its costs annually, as a minimum requirement, and then secondly to take a view each year on the extent to which hire charge rates should seek to generate a specific level of surplus. In considering this, account will be taken of the potential 'tailing off' effect which any price increase may have on the income generated from hirers.
8. Copies of the standard hire conditions, statement of hirer's entitlement, hire agreement, hire charge rates and annual lettings calendar are all attached.
9. Where applicable, hirers will also be issued with further specific conditions relating to the hire of the sports hall, gym, fitness suite (incorporating multi-

gym), playing fields and external hard court areas. Further specific conditions also apply to the use of the facilities by the Archery Club and Rugby Club. On receipt of completed paperwork, hirers will receive written confirmation of the letting plus a fire evacuation procedure card.

## The Castle Partnership Trust

### Court Fields School Lettings

#### Conditions of Hire

#### Note:

If the Hirer is in doubt as to the meaning of these conditions, the school should be consulted immediately.

For the purposes of these conditions:

- (a) the term “ the Hirer” shall mean a named individual, or where the hirer is an organisation, the authorised representative;
  - (b) the term “facilities” means the premises and/or equipment forming part of or belonging to the school;
  - (c) the term “Trust” shall mean the Castle Partnership Trust;
  - (d) the term “school” shall mean Court Fields School, Wellington.
- Court Fields School is available for hire by persons or organisations for meetings, conferences, dances, sporting activities etc. Facilities include a range of classrooms, hall, kitchen, drama studio, outdoor courts, playing fields and Sports Hall. Ramps are provided at the entrance and exits for wheelchair access.
  - Where the Hirer indicates that he or she signs the hire agreement on behalf of any club or organisation, that club or organisation shall also be deemed to be the Hirer and shall be jointly and severally liable with the applicant for any breach or non-observance of these conditions.
  - If this booking relates to a regular and continuing booking this one undertaking shall be binding for all occasions when the facilities are used, but a regular booking shall not create or cause a periodic tenancy in respect of the facilities.
  - Except in the case of death or personal injury caused by the negligence of the school, the Trust shall not be liable to the Hirer in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature incurred by the Hirer.
  - The school reserves the right to vary these conditions at any time without notice or to make special arrangements in any particular case.

#### The Hirer Shall:

- Settle all invoices within a period of 30 calendar days. Should there be any default of payment by a club or organisation, the person signing the form shall be deemed personally liable.

- Ensure that its official representative is at least 18 years of age or over.
- During the period of the letting, be responsible for supervision of the premises, including the fabric, the decoration, the contents and their care and safety from damage however slight or change of any sort, and the behaviour of ALL persons using the premises whatever their capacity, including proper supervision of car parking so as to avoid obstruction of the highway and access for emergency vehicles. The Headteacher or her representative may refuse admission to any person without giving any reason for doing so and may similarly require any person to leave the premises.
- Not use the premises for any other purpose than that described in the Hire Agreement, and shall not sub-let for use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way, nor do anything to bring onto or into the premises anything that may endanger the same or render invalid any insurance policies in respect thereof, nor allow the consumption of alcoholic liquor thereon or therein without written permission.
- Ensure that adequate insurance arrangements are in place in advance of the hire period and will provide a copy of the insurance certificate for the school's perusal and retention. When arranging their own insurance the Hirer shall indemnify the Trust against any third party claim against the Trust arising during the hire period.
- Be responsible for obtaining of any necessary licence for the sale of alcoholic drinks, performance of plays or similar productions and for the playing of pre-recorded music.
- Be responsible for full compliance with the school's requirements in relation to the acquisition of any necessary licences (see above).
- Ensure that nothing is done on or in the premises in contravention of the law relating to gaming, betting and lotteries.
- Comply with ALL conditions and regulations made in respect of the Fire Authority, Local Authority, and Local Magistrates Court or otherwise. It is the responsibility of the Hirer to inform him/herself regarding these conditions.
- Before the commencement of any function, meeting or activity make themselves aware of ALL the emergency exits and shall, by announcement, ensure that all persons present are also aware of such exits and of the procedure to be followed in case of emergency evacuation – users should walk, not run, and leave by the nearest exit, not stopping to collect belongings, and assemble in the designated fire assembly point **which for all lettings outside of normal school hours will be the rear playground**. It is essential that this announcement be made in order to comply with the premises licence, health and safety regulations, and above all for their own safety.
- Conduct and record relevant risk assessments on any area of use of activity involved within the letting which may pose risk to individuals. Copies of such risk assessments must be kept by the Hirer. The school holds no responsibility for risk assessments conducted by the Hirer.
- Be responsible for making provision of first aid cover and summoning assistance in an emergency. The school does not accept responsibility for providing first aid cover.

- Where relevant, ensure that there are sufficient stewards to prevent unauthorised persons from entering the facilities and to ensure that guests are restricted to the facilities and to the necessary means of access thereto.
- If preparing, cooking, serving or selling food, observe ALL relevant food, health and hygiene regulations and legislation, and obtain any necessary public liability insurance. If hiring the school kitchen, agree to visit the site prior to the event to discuss with the school catering contractor any necessary practical arrangements.
- Ensure that any electrical appliances brought onto or into the premises and used there shall be in safe and good working order, and used in a safe manner.
- Ensure that any equipment and materials brought onto the site and stored on site with the school's permission e.g. gymnasium equipment/mats, archery equipment are maintained in a safe condition and used in a safe manner.
- Ensure that the minimum of noise is made upon arrival during the hiring and on departure.
- At the end of the hiring, be responsible for everyone promptly leaving the premises, and for ensuring that the premises and surrounds are left in a clean and tidy condition, properly locked and secured (unless directed otherwise), and ensure that all lighting is switched off and any contents temporarily removed from their original positions properly replaced, otherwise the school shall be at liberty to make an additional charge for any expense they may incur in remedying the situation.
- Ensure that any activities for children under eight years of age comply with the Children's Act 1989 and that only fit and proper persons have access to the children.
- Ensure that any necessary DBS clearance checks have been carried out for those supervising children during the hire period.
- Where relevant, ensure that all necessary written permission forms have been obtained from children's parents to enable them to participate.
- Where relevant, ensure that a qualified supervisor is present during all activities of a hazardous nature, i.e. karate, trampoline, gymnastics, judo or where the hiring organisation is a youth group.
- Be responsible for the provision of all such information, instruction and supervision as is necessary to ensure the safety of any activity for which the facilities are used.
- Be responsible for any special needs or requirements of the users.
- Accept that if he/she wishes to cancel the booking before the date of the event and the school is unable to arrange a replacement booking, they may be liable for repayment of any or all of the fee at the discretion of the school.

N.B. - Regular hirers who need to cancel on a particular day at short notice e.g. in the event of bad weather must inform the school accordingly at that time.

- It may be necessary for the school to cancel or postpone a hiring. No charge would be made but the school shall not be liable for any consequential loss sustained by the hirer.

- Not be entitled to any compensation for loss or damage if the premises are rendered unfit for the purpose for which they had been hired.
- In the event of any injury to any persons or property, however minor, immediately notify the school of the full details.
- In order to comply with the terms of the insurance of the Trust and Trust policy, not allow any smoking on or in the premises, including outside areas at any time.
- In the event of any query or complaint regarding the facilities or equipment being provided for its use by the school, immediately put any such concerns in writing by letter or email to the school premises manager. Mentioning any concerns verbally to the duty caretaker will not constitute the formal communication of a query or complaint.
- Have access to a mobile phone at all times in case of an emergency.
- Enter into this agreement in the knowledge that any increase in hire charge rates is effective from 1st September each year (relevant for on-going hirers only).

**It is the policy of The Trust not to allow any dogs onto the site, with the exception of assistance dogs. From the date on which you sign this Hire Agreement you will be accepting the responsibility of ensuring that no dogs (except assistance dogs) will be taken on to any part of the school site including the sports fields by any person be it a club member, parent, visitor or any other person who may be attending the event(s) covered by this agreement.**

## **YOUR ENTITLEMENT AS A HIRER**

Just as the school has legitimate expectations of you as a hirer, so you are entitled to expect from the school a professional support service.

More specifically, you are entitled to expect: -

1. Courteous and friendly treatment at all times.
2. A safe and clean environment in which to conduct your activity.
3. A prompt and efficient response to any queries/complaints, which you may raise.
4. Notification from the school, at the earliest appropriate stage, of all decisions and developments, which are likely to impact upon your use of the facilities, e.g. hire charge increases effective each September.

Please contact the school immediately if any instance you feel we have failed to meet these standards.



**THE CASTLE PARTNERSHIP TRUST**

**COURT FIELDS SCHOOL LETTINGS**

**HIRE AGREEMENT 2020-2021 ACADEMIC YEAR**

**This agreement is made on the date stipulated between the Trust and the Hirer named below, whereby in consideration of the sum mentioned below and must be signed and returned to the school prior to the event.**

The school agrees to permit the Hirer to use the specified premises for the purpose and for the period(s) described below:

**THE HIRER** (organisation or named individual):

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Address.....

.....

Telephone No.....Email address.....

**HIRE DETAILS:**

Hiring Fee ..... Purpose of Hire:.....

Room(s)/Pitch(s) .....

School Equipment included in the hire .....

Period of Hire:

Day/Date	Start time	Finish time
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**INSURANCE: - Please delete as appropriate**

- Our organisation has its own insurance and the relevant certificate is attached.
- Our organisation will need to be included in the Trust's hirers liability insurance cover

**The Hirer agrees to be present during the hiring and to perform the provisions and stipulations contained and referred to in the school's Condition of Hire previously supplied to the Hirer (and understanding of which the Hirer acknowledges).**

**If the Hirer is entering into an agreement for the use of the football hard courts, sports field, sports hall or gymnasium and multi-gym, or if they are an Archery Club, the Hirer agrees to be bound by the additional Conditions of Hire annexed to this agreement.**

**None of the provisions of this agreement are intended to, or will operate to confer any benefit pursuant to the Contract (Rights of Third Parties) Act 1999 on a person who is not named as a party to this agreement.**

Signed ..... (The Hirer)                      Date .....

Signed .....(on behalf of the school) Date .....

**Please return your signed Hire Agreement to:**

Mrs Julie Wooler, Court Fields School, Mantle Street, Wellington, TA21 8SW

## COURT FIELDS SCHOOL

### ANNUAL LETTINGS CALENDAR (BY ACADEMIC YEAR)

<b>September</b>	Send out new hire agreements to all regular hirers (Premises Manager will supply details)
<b>November</b>	Issue invoices for regular lettings which took place during the first half of the Autumn Term
<b>January</b>	Issue invoices for regular lettings which took place during the second half of the Autumn Term
<b>March</b>	Issue invoices for regular lettings which took place during the first half of the Spring Term
<b>April/May</b>	Issue invoices for regular lettings which took place during the second half of the Spring Term  Conduct a lettings costing exercise for the current academic year and make financial projections for the following academic year
<b>June</b>	Issue invoices for regular lettings which took place during the first half of the Summer Term  Present projected final lettings accounts for the current academic year to the Board of Directors and recommend revised rates to take effect on the following 1 <sup>st</sup> September  Write to regular hirers with details of the hire charge rates to take effect on 1 <sup>st</sup> September
<b>July/August</b>	Issue invoices for regular lettings which took place during the second half of the Summer Term

Throughout the year, one – off lettings will be dealt with as and when they occur

**COURT FIELDS SCHOOL**  
**LETTINGS CHARGES 2020-2021 ACADEMIC YEAR**

**CASUAL HIRERS WILL PAY A RATE WHICH WILL BE ROUNDED UP TO THE NEAREST POUND. WEEKEND BOOKINGS WILL BE SUBJECT TO A MINIMUM TWO HOUR CHARGE. CHARGES ARE PER HOUR UNLESS STATED OTHERWISE.**

	<u>HIRER HAS OWN INSURANCE</u>	<u>ACADEMY INSURANCE REQUIRED</u>
Sports Hall	£36.50	£41.00
Meeting Room - full day	£103.40	£116.00
- half day	£52.00	£58.00
- evening	£52.00	£58.00
Gym - Senior	£30.00	£33.50
- Junior	£20.50	£23.00
Hall - Adults non profit	£30.00	£33.50
- Children	£20.50	£23.00
- Profitable groups	**Price on application	** Price on application
Classrooms	£21.00	£23.50
Games Pitches - Senior} per	£75.00	£84.00
- Junior} session	£32.50	£36.50
Floodlit Area - Senior	£45.00	£50.00
- Junior	£27.00	£30.00
Fields/Fetes - per day	£60.00	£67.00
- plus per hr	£15.00	£17.00

\*\* Full economic charge will be applicable - to be calculated on an individual basis as and when required