

# St Christophers Academy

Extended Services  
Letting Policy



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## INTRODUCTION

The Governing Body of St Christophers Academy is keen to see that the premises are used for the benefit of the whole local community. The education of children is the prime purpose of our School, however we believe education is a life long process which should be open and accessible to all. This handbook outlines the policy of the School with regard to letting. It sets out the facilities available, the charges and the responsibilities of the Governors and the users when the premises are hired.

Our lettings policy operates within the framework of Central Bedfordshire Equal Opportunities Policy. The Sex Discrimination Act 1985 and the Race Relations Act 1976 apply throughout this policy and will be adhered to throughout all stages of our lettings procedures.

Having regard to our duty under the Race Relations Act 1976 (but without prejudice to our duties under the Representation of the People Act 1983) the Governing Body will not let the School premises to organisations whose purpose is, amongst other things, to encourage racial discrimination and/or disharmony between persons of different racial groups, or are otherwise involved in activities prejudicial to good race relations.

In deciding whether or not to let our premises the Governing Body will also have regard to the likelihood of any damage being caused to the premises, or neighbouring premises, and any nuisance that may arise, as a result of accepting the booking.

In any event, the Governing Body reserves the right to require a reference from a Local Authority or other reputable hirer, before any booking is accepted.

We will consider letting to any group able to comply with the terms and conditions outlined in this policy. These terms and conditions are clearly stated in the Conditions of Let document, which will be sent out with all application forms.

The final decision on compliance lies with the Governing Body.

## CONDITION OF BOOKING

**1. Application Forms** are available on the School website: [www.stchristophersacademy.org](http://www.stchristophersacademy.org), or by Email to [admin@stchristophersacademy.org](mailto:admin@stchristophersacademy.org) Please allow a minimum of 10 days' notice prior to the proposed event for processing your application. **It must not be assumed that an application has been granted until confirmation is received from the Booking Administrator.**

**2. Use of school premises** will be granted at the discretion of the Governing Body of St Christophers Academy provided that the use does not interfere with the Schools requirements for educational purposes and that the stated objectives of the user are acceptable to the school.

**3. Normal opening hours (Term-Time) of school hall for letting purposes** are -7pm-9pm weekdays and 8am-7pm at weekends is subject to availability. There may be availability during school holidays but this is upon request and with agreement from the Principal and Site Manager.

**4. Election Meetings**, elections or referenda will take priority over all requests for the use of school premises during European, National, and Local Government Election periods.

### **5. Use of Kitchen/Catering Facilities**

The use of kitchen facilities and services may incur additional charges and may in certain circumstances. **Breach of this condition may result in the withdrawal of the booking.**

### **6. Cancellation**

**At least 7 days' prior notice must be given.** Bookings cancelled within 48hrs of an event may incur charges to cover administration costs. Exception will be made for outdoor facilities when cancellation is due to adverse weather conditions.

### **7. Areas of Use**

Activities must be confined to the times and areas of the school which have been approved and all areas used should be left as found. (Hall and Kitchen)

### **8. Reporting of Accidents/Incidents**

The user is responsible for any damage to the Schools' property as a direct result of the event taking place and for the conduct of the members of the organisation/club during the period of use. Repairs required as a result of wilful damage by members will be charged to the user. The School will accept no liability for accidents on the premises. Damage to property and injury to persons during the time of use should be notified immediately to the Site staff or Head Teacher as soon as possible.

### **9. Public Liability**

The School will accept no liability for injury, loss, or damage suffered on the premises except in so far as the aforementioned was caused by the School's negligence. It should be noted that the School's Public Liability Insurance Policy does extend to cover the liability of those who hire the premises, **However it is strongly recommended that the user secures Public Liability Insurance. If in any doubt as to whether PL cover is required separately.**

### **10. Personal Property**

The School will not be liable for any damage, injury or loss of property brought to or left in the school or school car parks by persons using the premises.

## 11. Uncontrolled Hazards

The Site Manager will be responsible for informing the user of any uncontrolled hazards which may pose a risk to the members of any group using the school, and which may not be readily identifiable by the user (e.g. damaged flooring, blocked access routes or other hazards which may be of a temporary nature due to construction works etc).

**12. "THE PROTECTION OF CHILDREN ACT 1999"** came into force in October 2000 and introduced the Protection of Children Act (PoCA) List in which the Secretary of State has a duty to record the names of individuals who are considered unsuitable to work with children. All regulated child care organisations (as defined in the Act) have a statutory duty to refer the names of those individuals who fulfil certain criteria making them unsuitable to work with children for possible inclusion in the PoCA List. The Act also permits other organisations, such as voluntary organisations, sports clubs and scout associations to refer names for possible inclusion in the PoCA List. Those with responsibility must ensure that the provisions of safeguarding children and vulnerable adults are followed, consideration is given to protecting the interests of the council in relation to fraud and corruption and that they adhere to the principles of the Rehabilitation of Offenders Act 1974. This should include obtaining written details of their policy in relation to CRB checking and Rehabilitation of Ex Offenders and where appropriate ensuring that the correct level of Disclosure has been obtained. Reference to this responsibility must be written in to any contract undertaken.

## 13. Health & Safety

**The user shall appoint a competent and responsible person who shall be present and in charge during the period of use, and an adequate number of competent persons for supervisory duties**, who shall take appropriate action to safeguard the health and safety of all participants and to prevent any form of damage to the premises or any misuse of the facilities granted by the School. Efficient door control must be maintained at all doorways leading to and from the premises to ensure that free egress by the various exits is maintained during the period of use. **The person in charge will be responsible for completing and signing any attendance log.**

## 14. Evacuation

**The person in charge must acquaint themselves, and everyone in their care, with the Fire Procedures and the position and use of fire appliances and Fire Exits.** Details can normally be obtained from the Site Staff on duty. Persons in charge should be aware of the location of the nearest telephone in case the school telephone is not immediately available. **It is the responsibility of the organiser to arrange for First Aid Facilities / Personnel throughout the duration of the event.**

## 15. Electrical Equipment

Portable electrical equipment may only be used in school premises if it has been PAT tested to ensure that it has no electrical defects which could constitute a safety hazard. It should be noted that this may be audited at any time during the let period.

## 16. Use of School Equipment

The use of school equipment (e.g pianos, gym equipment, PC equipment, OHP, Screens, Flip charts etc.) is **NOT** included with the accommodation booked. **Separate permission for the use of such equipment must be obtained prior to hire.**

## 17. Footwear and Clothing

All users should ensure that the correct clothing and footwear are worn for specific activities. Indoor non-marking. Cultural differences and the specific needs of disabled people will be respected.

## 18. Smoking Policy

Smoking is not allowed in any part of the School during the period of a let. Failure to comply with the law is a criminal offence. Individuals may be fined a fixed penalty of £50 for smoking in no smoking premises.

The user or person in control of any group using no smoking premises could also be fined a fixed penalty of £200 for allowing others to smoke in no smoking premises.

## 19. Licences

**The user shall be responsible for securing any permits required for the performances of copyright work.** The School will not be liable for any damages and expenses claimed by any person or company as a consequence of the performance of copyright work for which the user did not obtain a license from the Performing Rights Society or any other appropriate licensing body.

With any Let involving the sale of goods, the applicant is responsible for ensuring that the correct licence, if required, is obtained. Contact should be made with the Licensing Section at Central Bedfordshire Council where licence requirements and procedures will be explained.

## 20. Photography

The use of cameras, videos and other equipment with the capacity to photograph is allowable provided the person responsible for the let has obtained any necessary permission, i.e. from parents of children or persons being photographed. It should be noted that this may be audited at any time during the let period.

## 21. Alcoholic Beverages

At this time it has been decided that alcohol cannot be served under the terms of letting.

**22.** The School shall provide normal heating, lighting and ventilation. Any incidental expenses incurred shall be met by the user. **An additional charge will be levied if the facilities are not left clean and in good order.**

**23.** The School reserves the right to ask applicants for copies of audited accounts to verify that the correct charge for accommodation is being applied.

**24.** The School reserves the right to cancel any approved application in exceptional circumstances. The maximum advance notice practicable will be given.

**25.** Failure to observe these Conditions may result in the withdrawal of the booking. In these circumstances any charges already paid will be forfeited.

## Scale of Charges

ACCOMMODATION	MAXIMUM NUMBER OF PEOPLE	COST PER HOUR		
		A	B	C
<b>SCHOOL HALL</b>	<b>40</b>	<b>£20</b>	<b>£20</b>	<b>£15</b>
<b>SCHOOL HALL &amp; KITCHEN FACILITIES</b>	<b>40</b>	<b>£25</b>	<b>£25</b>	<b>£20</b>
<b>CLASSROOM (EVENING CLASSES)</b>	<b>20</b>	<b>£20</b>	<b>N/A</b>	<b>N/A</b>

**A security deposit of £50 is required in addition to the fees, this will be handed back to the hirer as soon as facilities have been checked and agreed in same condition.**

Rates

A – Weekday Term Time Evenings (between the hours of 7pm-9pm)

B- Weekends Term Time (between the hours of 8am-7pm)

C-Subsidised rate (Governors, PTA members, Staff)

We welcome parents who are leaders of groups or classes and as such can offer a term block booking discount, please discuss with the school office.

## BOOKING PROCEDURES

- Applicants should complete a booking form and return to the school.
- The person signing the application form (then known as "the Hirer") is responsible for all aspects of the let.
- By signing the application form, the person signing is acknowledging and agreeing to adhere to all aspects and conditions of our school's lettings policy.
- A signed application does not guarantee the booking will be granted.
- Where the application for a let is accepted, the applicant will be sent a letter provisionally confirming the let and an invoice to cover the cost of the let and any additional returnable deposit required.
- The hirer should then pay the booking invoice, in full, 28 days prior to the date of the let, and ensure that they receive a receipt of payment. This will then confirm the booking agreement. Any returnable deposit required (i.e. for special functions) must be paid immediately within 72 hours of the date the booking form was sent. Failure to pay the invoice and returnable deposit (where required) will result in the application for the let becoming void.
- Where deposits are paid, the hirer must ensure that he/she meets the representative of the School (usually the site manager) and signs for the conditions via the use of facility certificate of the building on arrival and at the end of the hire period.
- Where applicable, the signed use of facility certificate should be presented to school at the main office, within 48 hours (72 hours if the let takes place at the weekend) after the let in order to claim back any deposit refund.
- Any requests for amendments to the booking must take place at least 14 days prior to the date of the let. Where amendments are agreed, an additional administration charge of £2.00. will be payable. The hirer must not presume that any amendment will automatically be agreed. Confirmation of any amendments will be sent to the hirer in writing
- If a cancellation is due to Covid a full refund will be provided.
- All lettings must have a Covid risk assessment and take all necessary precautions to prevent an outbreak or infection.



## CANCELLATIONS

1. The School must be notified of any cancellation at least 2 weeks prior to the date of let. However, notification at the earliest possible time is appreciated.
2. Where notification is given to the School at least 2 weeks prior to the date of the let, the booking charge will be refunded in full apart from the set administration charge. Your custom will be welcomed again at any time in the future.
3. Where notification is given to the school less than 2 weeks prior to the arranged date of the let, the hirer will be entitled to a 50% refund only.
4. Where a cancellation is made by the Governing Body, the hirer will be entitled to a full refund. The Governing Body will endeavour to notify the hirer at the earliest possible moment, however, no guaranteed period of notice can be offered. Regardless of when notification is given to the hirer, the hirer will not be entitled to any compensation.

**Please note:**

- a. The above conditions apply for cancellation of total or part of a booking.
- b. Where the Hirer makes a permanent cancellation during the course of a letting agreement, the Hirer will receive a refund for any outstanding sessions but no compensation will be available. The administration charge will still stand.

If a cancellation is due to covid a full refund will be provided.

## **COMPLAINTS PROCEDURES**

### **1. What if the School has a complaint about our group/organisation ?**

If the School has concerns about a let the following procedures will be followed:-

1. A representative of the Governing Body will verbally raise the concern with the named Hirer.
2. The situation will be monitored for two sessions to allow the issues to be addressed.
3. If the situation remains unresolved, the Hirer will receive written notification of the concern and a further two sessions will be given to allow the Hirer to address the situation.
4. If the matter remains unresolved, the Hirer will receive formal written notice of termination of the booking agreement. This will be implemented 72 hours from the date of the letter of notification.

**Please Note:** If the Hirer blatantly breaks the conditions of usage, the let can still be terminated immediately.

### **2. What if I, as the Hirer, have a complaint about my let or booking agreement?**

If you as the Hirer have a complaint or concern regarding your let, the following procedures should be followed:-

1. Talk to the named representative of the Governing Body and discuss the problem. Allow 5 working days for the situation to be resolved.
2. If still unresolved, the Hirer should notify the Governing Body through the Head Teacher in writing and allow 5 working days for the situation to be resolved.
3. If still unresolved, the matter will be placed on the agenda of the next appropriate committee of the Governing Body. (If the concern needs urgent attention, a special meeting of this group will be convened.)
4. If still unresolved, the matter will be taken to the next full Governing Body meeting and the Hirer will receive a written response from the Chair of Governors detailing the outcome.

### **3. What if a third party complains ?**

1. If the School receive a complaint from a third party the Governing Body will be notified of the complaint.
2. The matter will be investigated by a representative of the Governing Body and a written response will be sent to the complainant within 10 working days.
3. If any further correspondence is received, the matter will be placed on the agenda of the next appropriate Governing Body committee. A final response will then be sent by the Chair of the Governing Body explaining the final outcome.

## **APPEALS PROCEDURE**

1. If a Hirer has a letting agreement withdrawn, they have a right to appeal to the Governing Body.
2. The appeal should be made in writing and will be presented at the next full meeting of the Governing Body.
3. The Hirer will be informed of any action and/or decision taken by the Governing Body.
4. The Governing Body's decision is final.



# Application for Hire of Premises

## BASIC DETAILS

DATE:	NAME:
ORGANISATION:	
PLEASE STATE BRIEFLY THE AIMS OF YOUR ORGANISATION OR THE NATURE OF ACTIVITY (EG BIRTHDAY PARTY)	
ACCOMMODATION REQUIRED (HALL, CLASSROOM ETC)	

## CONTACT DETAILS

ADDRESS	
POSTCODE	TELEPHONE NUMBER
EMAIL ADDRESS	
DATES OF HIRE (IN THE CASE OF BLOCK BOOKINGS ALL DATES REQUIRED MUST BE STATED)	
NO. OF PEOPLE	NO. OF SESSIONS
BETWEEN WHAT HOURS WILL THE ACCOMMODATION BE REQUIRED? (INCLUDING PREPARATION TIME)	
FOR WHAT PURPOSE WILL THE ACCOMMODATION BE USED? (ALL PROPOSED ACTIVITIES MUST BE STATED)	
ANY OTHER INFORMATION :-	

<p><b>METHOD OF PAYMENT (PLEASE INDICATE IN SPACE PROVIDED)</b></p> <p>CASH / CHEQUE (MADE PAYABLE TO ST CHRISTOPHERS ACADEMY)</p> <p>*£50 SECURITY DEPOSIT REQUIRED IN ADDITION TO FEES WHICH WILL BE RETURNED ONCE CONDITION CERTIFICATE SIGNED AND AGREED</p> <p>INTERNAL RECHARGE (PLEASE PROVIDE ACCOUNT CODE &amp; COST CENTRE)</p>	<p>TOTAL PAYMENT ENCLOSED</p> <p>£.....BOOKING FEE + £50 SECURITY DEPOSIT</p>
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ACCOMMODATION REQUIRED	NUMBER OF PEOPLE (TOTAL, EG INC ADULTS FOR BIRTHDAY PARTIES)	COST PER HOUR		
		A	B	C
<b>SCHOOL HALL</b>		£12	£15	£10
<b>SCHOOL HALL &amp; KITCHEN FACILITIES</b>		£15	£20	£12
<b>CLASSROOM (EVENING CLASSES)</b>		£10	N/A	N/A

**Rates**

- A – Weekday Term Time Evenings (between the hours of 5pm-9pm)
- B- Weekends Term Time (between the hours of 8am-7pm)
- C-Subsidised rate (Governors, PTA members, Staff)

We welcome parents who are leaders of groups or classes and as such can offer a term block booking discount, please discuss with the school office.

## To the Governing Body of St Christophers Academy

I \_\_\_\_\_ (please print )

of \_\_\_\_\_ Organisation

being over the age of 18 years, hereby apply for permission for the above stated Organisation to use the School premises as stated overleaf. I understand that if permission is granted, it will be subject to all conditions of usage within the Schools letting policy. I have read this lettings policy and understand that the permission to use the premises will only be effective provided the conditions and regulations stated in the letting policy are adhered to.

I, on behalf of my Organisation, hereby agree to follow all conditions of the Schools letting policy should permission be granted to use the school premises. I understand the school maintain a Policy of Insurance in respect of the use of the above accommodation.

I understand I must give immediate notice in writing, to the Chair of Governors, of any accident, damage or proceedings and no repudiation of liability negotiation or admission of liability shall be made to any Third Party.

I, on behalf of my Organisation, agree to indemnify and keep indemnified the Governing Body and School from and against all loss, damage, costs, claims, demands, expenses or charges which the Governing Body or School may sustain or incur in respect of any matter arising out the use of the school premises or the conditions relating thereto insofar as the same are not covered by the said or any other policy of insurance effected by the Governing Body or School or the obligation to give notice of any accident, damage, or proceedings as aforesaid is not fulfilled by us and to pay to the Governing Body or School on demand at the school office.

Signature of Applicant (Mr, Ms, Mrs ) \_\_\_\_\_

Occupation (If applicable) \_\_\_\_\_

I understand it is my responsibility, on behalf of my organisation, to ensure that any area of accommodation used in the course of the letting is left in the condition in which it is found. I must also ensure that my organisation leave the premises at the time stated on the Permit.

Address \_\_\_\_\_

\_\_\_\_\_

Email Address \_\_\_\_\_

Telephone No. Home \_\_\_\_\_ Mobile \_\_\_\_\_

Date \_\_\_\_\_

I am applicable for subsidy for the following reason; (tick where applicable)

- I am a member of the Governing Body
- I am a member of Staff
- I am an active member of the PTA

## Use of Facility Certificate

<b>Reference Number</b>		<b>Hirer</b>		<b>Date</b>	
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Location		Time In		Time Out	
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Accomodation Booked			
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School Equipment Required		Hirers Equipment Being Used	
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**We have agreed that the condition and set up of the area is acceptable on taking charge of the hired area.**

Hirer                                  Signature: .....

SITE Supervisor:                  Signature: .....

Date: .....    Time: .....

**We have agreed that the condition *\*is/is not* acceptable compared to that on taking charge of the hired area. (\* Please delete as necessary)**

**We are agreed that the Site Supervisor *\*was/was not/will be required* to spend extra time on duty. (\* Please delete as necessary)**

Estimated time required: .....

But should the time exceed this, the Hirer will be advised at the earliest possible opportunity.

Hirer                                  Signature: .....

Site Supervisor                  Signature: .....                                  Time: .....

