



Lettings Agreement

(part of Queensbridge School's Lettings Policy)

PREAMBLE

Queensbridge School acknowledges that the school premises represent a significant capital investment and should be fully utilised. They are a valuable community resource, but there is recognition that educational usage is a natural priority. It is envisaged that there will be a number of users of the premises including statutory use, designated clubs and private users.

A letting is an arrangement to allow an external body temporary use of the school premises or facilities, but should not give exclusive or extended use of the buildings.

CHARGES

Hire fees are determined by the Governing Body and reviewed on an annual basis (or sooner if circumstances warrant this). All those hiring the school premises will be informed if hire rates change.

ACCEPTANCE OF HIRE

The members of the Governing Body recognise that it would be impossible for them to personally vet every applicant or organisation who wishes to make use of the school premises. Accordingly, they have delegated the authority to accept and manage applications for hire of school premises to the Headteacher or a person appointed by her.

STAFFING

A member of the school staff will be on duty at all times during a letting. All decisions made by this member of staff affecting the hirer will be deemed to be representing the school during the letting and will be final.

HEALTH & SAFETY

The school will aim to provide a safe environment for the hirer, but all persons hiring school premises must satisfy themselves that it is safe for any activity to proceed. It is the responsibility of the hirer to bring to the attention of the member of school staff on duty any health & safety concern at the earliest opportunity.

REVIEW

This agreement will be reviewed by the Governing Body as part of their Lettings Policy. No member of staff is allowed to vary the conditions laid down in these documents.

CORRESPONDENCE

All correspondence should be addressed to:

The Headteacher
Queensbridge School
Queensbridge Road, Moseley, Birmingham B13 8QB
Tel: 0121 464 5566
Fax: 0121 464 5588
Email: enquiry@queensbridge.bham.sch.uk

INTERPRETATION

“The school” in this document = Queensbridge School

“The Hirer” in this document = the person in whose name the accommodation is hired and who shall be present throughout the period of hire.

“The premises” in this document = any part of the school building or grounds

BOOKINGS

All applications for the hire of any premises facilities shall be submitted to the school address [above] on the application form (available from the school reception) at least one month before the proposed start of hiring, except in circumstances approved by the Headteacher.

The person who signs the form must be over 18 years of age and shall be deemed to be the hirer. Facilities are offered for club use on a regular letting basis. If the facilities are hired for a special event, then other conditions as determined by the Headteacher, according to the requirements of the proposed event, will apply.

The school reserves the right to refuse any application for the use of facilities or to cancel a booking should school requirements necessitate this.

The school reserves the right to refuse an application for hire if the purpose of the hiring event contravenes the school’s ethos and standing in the community.

PAYMENT OF FEES

- a. All bona-fide clubs must ensure that payment for facilities is made within 14 days of receipt of an invoice from the school, or before the first date of hire, whichever is earliest.
- b. Other lettings must be paid for in advance.
- c. Cheques should be made payable to “Queensbridge School”.

SCALE OF CHARGES

The scale of charges to be paid for the use of indoor or outdoor facilities shall be in accordance with the scale laid down by the school, which reserves the right to increase the scale of charges at any time. In such event the hirer will be liable to pay those charges which are current at the date for which the premises have been booked.

CANCELLATIONS

- a. The hirer must indicate on their application form the dates they do not require. Any booked dates that the hirer does not use, will be charged at the full rate [although prior notice of non-use would be appreciated]
- b. If any circumstances over which the school does not have control render the area hired or any part thereof not available, the hirer shall not be entitled to any financial compensation.
- c. If any breakdown, leakage or accident necessitates the cancellation, or part cancellation, a full or part refund will be given to the hirer.
- d. Any cancellations must be notified at least four weeks in advance. All cancellations must be given in writing to the school at the address above.

LIABILITY AND INSURANCE

- a. The hirer shall indemnify the school against damage caused to the premises, furniture, fittings, apparatus or any other property during the period of hire and any expense incurred in making good any damage and all administrative costs incurred by the school.
- b. The hirer shall indemnify the school against death or personal injury [caused other than by negligence of the school or its employees] or any damage, loss or theft of any goods belonging to the hirer or any other persons.
- c. The hirer shall hold a current Public Liability Policy and produce evidence of this as part of the application process.

USE OF PREMISES

- a. The hirer shall not use or permit any person to use the area being let or its facilities for any purpose other than that for which it was hired.
- b. The hirer shall not assign or sub-let the right to use the area being let or its facilities.
- c. It will be a condition of the hiring that the maximum number to be admitted to any of the facilities being let shall not exceed:

Sports halls	20 adults, 30 children
Astro Turf	16 adults, 30 children
Netball Court	20 adults, 30 children
School Hall	To be agreed with site staff, dependent on type of activity
Dance Studio	20 adults, 25 children

- d. The hirer shall not sell any item on the premises.
- e. The use of the hired premises shall be restricted to those areas for which specific approval has been given and to those times specified in the hirer’s application. Use of furniture, apparatus and other equipment in the premises will be subject to the prior approval of the school.
- f. Where the hiring applies only to outside sports facilities, no indoor facilities will be included, such as toilets, unless specific agreement has been reached with school staff.
- g. All decisions made by the school employee on site and representing the school shall be final.
- h. The hirer shall be responsible for ensuring that the hired premises are left in the same condition in which they were found. The school reserves the right to carry out an inspection following the hiring and to levy such charges as may be deemed necessary to reinstate the hired premises to a required standard.

CAR PARKING

The parking of any vehicle on the hired premises shall be subject to the agreement of the school, within approved areas and permitted only on the condition that:

- a. Any persons bringing any vehicle on to the premises do so at their own risk and that they accept responsibility for any damage caused to any belongings or injury to any person or the property of the school by such vehicles, or the presence of such vehicles on the school's premises
- b. The hirer shall maintain at all times adequate means of access to Fire Appliances, Ambulances, other emergency vehicles and vehicles accessing other parts of the school within the car parking areas and shall provide stewards, as determined by the school [or its representative], for this purpose.

HEALTH & SAFETY

The hirer shall:

- a. Comply with all safety directives issued by the Governing Body, school and its employees.
- b. Ensure that all passages and exits in the premises are kept clear during the hiring period.
- c. Ensure that the maximum number of persons admitted to the premises does not exceed the maximum determined by the school to comply with safety standards for the activities being undertaken.
- d. Notify the school, or its employees, immediately in respect of all accidents which may arise during the hiring period.
- e. Carry out his/her obligations under the Health & Safety at Work, etc Act [1974] not only in respect of his/her own employees but also in respect of employees of the school and members of the public.
- f. Familiarise themselves with the location of 'FIRE EXITS' and 'ALARM POINTS' in the immediate area of the facilities that they have hired and the school's fire evacuation and lockdown procedures.

The hirer shall not:

- a. Without the consent of the school, introduce equipment for use in the hired premises, alter fixed installations, alter or remove fire and safety notices or equipment, or otherwise take any action which may create a hazard.
- b. Intentionally or recklessly interfere with or misuse anything provided in the interests of health, safety and welfare.

RIGHT OF ENTRY

The school reserves to its employees, and such other persons that it may duly authorise, the right of free and unimpeded entry at all times to the hired premises.

CHILDREN AND YOUNG PERSONS ACT 1933

The hirer shall comply with the requirement of section 12 of the Children and Young Persons Act 1933.
[This section of the Act refers to the adequate supervision of children]

CHILD PROTECTION

In addition to the hirer's liability in respect of health and safety concerns referred to above and elsewhere in this agreement, the hirer specifically undertakes to ensure suitable arrangements are in place in regard to safeguarding children and child protection.

If the hiring period overlaps times when Queensbridge School pupils could still be on site (this includes school hours and during extra-curricular activities), the hirer must produce evidence of enhanced DBS clearance and ID for all the persons that will be on the school site. The DBS evidence should be a letter from the employing company (or overarching professional body) confirming the safeguarding checks that have been undertaken and stating the current DBS number, clearance date, person's name and

date of birth. A sample letter can be provided on request. The letter should also confirm that the company has a Child Protection Policy in place.

Where the hiring period falls outside of times when Queensbridge School pupils could be on site, any hirers that work with children as part of the hiring activity, will need to confirm in writing that a Child Protection Policy is in place and that the relevant enhanced DBS checks have been undertaken.

Where the hirer works with children or accesses Queensbridge School's site whilst its pupils could still be present, the hirer must have a named person in charge of child protection and his/her name must be recorded on the application form.

SUPERVISION BY USER GROUPS

All groups who hire the Sports Hall or its facilities must be supervised by an appropriately qualified adult. This will be a person over the age of 18 years. Any group who arrives without suitable supervision will not be allowed access to the facility.

GOOD ORDER

The hirer shall be responsible for good order being kept throughout the period of the hiring. The hirer shall ensure that:

- Special attention shall be given to the behaviour of those on the premises.
- The interests of residents in the neighbourhood are protected and that they are not inconvenienced as a result of the hiring.
- Other functions or events on the premises are not interfered with.
- All those in attendance during the hiring vacate the premises in an orderly manner and by the finishing time as stated on the application form.

MANAGING DISORDERLY BEHAVIOUR

The situation should be controlled by the hirer of the premises. If this fail, then the Police must be called. Persons involved may be advised that legal action may be taken against them.

RIGHTS OF ADMISSION

The school reserves the right at its discretion to refuse or direct the hirer to refuse admission.

VACATION OF PREMISES

- a. The hirer shall ensure that the hired facilities and any equipment used is left in a tidy and orderly condition at the end of the period of use.
- b. Any hiring which exceeds its allotted time will incur charges of double the hourly rate for such extra time, plus any additional charges in respect of labour costs involved.
- c. The hours specified are the total hours for which the hired premises may be used by the hirer, which must include set-up and clearing up time.

SPECTATORS

The hirer shall be responsible for the control of any person on the school premises during the period of hiring. The hirer shall be liable for any claims resulting from any failure thereof. **It should be noted that there are no spectator facilities in the sport halls.**

INTOXICANTS

It is the responsibility of the hirer to ensure that there is no consumption of alcohol or other intoxicants anywhere on school premises. [This will include outside areas as well as within the building.] The hirer shall be liable for any claims resulting from any failure thereof.

SMOKING

It is the responsibility of the hirer to ensure that there is no smoking allowed anywhere on school premises. [This will include outside areas as well as within the building.] The hirer shall be liable for any claims resulting from any failure thereof.

ANIMALS

It is the responsibility of the hirer to ensure that no animal is taken into the school buildings without prior agreement being obtained. The hirer shall be liable for any claims resulting from any failure thereof.

GAMBLING

It is the responsibility of the hirer to ensure that no lottery, gaming, betting or other form of gambling takes place on school premises. The hirer shall be liable for any claims resulting from any failure thereof.

PROHIBITIONS

All hire is subject to the following prohibitions:

- a. That no bolts, tacks, nails or screws are driven into any part of the hired premises or furniture thereof.
- b. That no gas filled balloons, confetti or paper streamers are used at any time either inside or outside the hired premises.
- c. That no wax or powder is placed on any floor.
- d. That flammable materials and articles of an explosive nature are not allowed on the hired premises.
- e. That no alteration, addition or variation is made by the hirer to the lighting, to other electrical installations, heating, fixtures, fittings or any other arrangements on the hired premises, except by prior arrangement and with approval of the school.
- f. That no cooking of food takes place without prior agreement.
- g. That no butane or gas cylinders and no articles which are dangerous or offensive are brought on to the premises.
- h. That no furniture, apparatus or appliances are delivered to the premises by or on behalf of the hirer or unloaded, placed in position and removed by the hirer or person employed by him or her for such purposes unless with the written agreement of the school.

SECURITY

Security within school premises is of paramount importance.

No person should be admitted to the building unless they are part of the group which has hired the premises.

FOOTWEAR

It is the responsibility of the hirer to ensure that appropriate footwear is worn by all persons within any of the sports facilities, both indoor and outdoor, during the period of hire. The hirer shall be liable for any claims resulting from any failure thereof. **It is an absolute requirement that no outdoor footwear is to be worn in the sports halls or fitness area at any time.**

WHEELED CONVEYANCES

It is the responsibility of the hirer to ensure that prams, buggies, etc. are not taken into the sports halls or dance studio and that any wheelchairs used in these areas have tyres of a specification which does not damage or mark the floors. The hirer shall be liable for any claims resulting from any failure thereof

CATERING

There are no catering facilities available for hire. Preparation of food is not allowed, unless specifically agreed at the time of booking.

IN CASE OF EMERGENCY

The site team can be contacted on 07703 822478.

For immediate Police response, in the event of fire or a medical emergency: dial **999**

To report theft or less serious issues contact the Police by dialling **0845 113 5000**

FIRST AID

It is the responsibility of the hirer to make provision for first aid, including the provision of first aid kits, in line with current Health & Safety Regulations. The user of the sports facilities must ensure that a risk assessment in relation to first aid has been carried out and that the results and control measures are recorded. All first aid incidents must be recorded on the appropriate accident forms.

ALARM SYSTEMS

The fire (and general evacuation) alarm is a continuous ringing of the bell. On hearing this alarm the school premises should be evacuated without delay through the nearest available fire exits. The rendezvous area is the first field behind the school's PE block, where the hirer must ensure that all members of the hiring party are accounted for. This needs to be reported to a member of the site team.

On discovery of a fire, of whatever size, the fire alarm should be activated by breaking the glass at one of the alarm points (situated close to exit doors). Ensure that all users are evacuated to safety, even if the fire appears to be minor.

The fire alarm panel will be checked by a member of the site staff who will, if appropriate, call the fire brigade. No person is to re-enter the building until the alarm has been silenced and the hirer has been notified by a member of the site team or fire brigade that it is safe to do so.

The school site is protected by an intruder alarm system, which will not sound for the part of school under the hire agreement. Other parts of the school may be alarmed during the period of hire.

All the school's facilities are monitored by CCTV.

THEFT

The school takes no responsibility for personal belongings. School staff are instructed not to admit any liability.

COMPLAINTS

Any complaints by the hirer about the school's services or facilities should be made in to the school at the address above.

Complaints about services provided from Queensbridge School premises by hiring organisations fall outside of the school's Complaints Procedure. The hirer should therefore have in place its own procedure.

GENERAL

In the event of any matter arising in connection with the letting of the hired premises which is not covered by these conditions, the school shall have full power and authority to deal with the same in such a manner as it may deem advisable.

MODIFICATIONS OF CONDITIONS

This lettings agreement may be modified without warning by the school at any time. Any such modifications will be notified in writing to the hirer. The school reserves the right at any time to refuse or cancel any hiring without assigning a reason and will agree, in such circumstances, to fully reimburse any monies received from the hirer.