

Foxfield School

## Hire & Lettings Policy



Approved by: Governors

Date: 2021

Last reviewed on: March 2024

Next review due by: March 2025

- This policy is for the letting out of the School premises and pools.
- The Governors have agreed to the letting of the School premises where possible, provided that any letting must not be detrimental to the School or its pupils.
- Foxfield School actively encourages use of the School facilities in the evenings after the pupils have gone home and at the weekends. The benefits to the School are:
  - Becoming a community resource which benefits a wide range of people within the Wirral area.
  - The facilities and resources at the School are used to their full potential after School and at weekends.
  - The School generates revenue that can cover the cost of maintaining the facilities and resources, as well as investing in the wider development of the School.
  - The School forges links with other relevant groups and organisations, as well as other local schools.

#### **Lettings Contracts**

- The School only hires its facilities to recognised groups and organisations, the vast majority of which agree to a regular weekly or fortnightly booking. However, the School will consider applications from individuals if appropriate risk assessments are completed and suitable levels of supervision are in place, together with appropriate insurance cover.
- All letting agreements are negotiated between the potential Hirer and the Business Manager who will assess each new application and its feasibility. Factors to be considered are:
  - The availability of a vacant slot at a mutually convenient time.
  - The demands on the Site Manager's time if the hire requires overtime working.
  - The validity of the organisation, or the individual, and the likelihood of any problems developing regarding the use of the School facilities or the receiving payments due.

#### **Charging Policy**

- A wide range of facilities are available for hire at the School. The areas available and the charge per hour are as follows, please note these charges are reviewed annually during the Summer holiday:

<b>Location</b>	<b>Price per hour Monday - Friday</b>	<b>Price per hour £ Weekend</b>
● Main pool	£55	£70
● Hydrotherapy pool	£45	£45
● Gym	£20	£25
● Hall	£15	£15
● Other Areas/Rooms	By Arrangement	By Arrangement

Hiring of other parts of the School, such as soft play, sensory, classrooms and outside areas is by negotiation with the Business Manager. Individual pool hire and subsequent hire of a lifeguard for a special event is also by negotiation with the Business Manager

- The costs are averaged out over the year and include an element for Premises Manager's overtime (if appropriate), heating, lighting and cleaning.
- The charges for hiring School facilities are reviewed by the Governing Body annually, and appropriate increases in charges are brought to the attention of the hirers prior to the start of the new academic year.

### **Agreeing a Hire Contract**

- Requests are submitted to the Finance Clerk/Business Manager.
- The availability of a vacancy within the letting timetable is investigated. This will consider not only the day and time of the request but also the implications for staffing, cleaning and other users, etc.

### **Procedure**

- The new user will be sent details of charges, acceptance forms (to be signed) and a copy of the conditions of letting.
- The letting may start on receipt of the acceptance letter.
- If, at any time, the booking needs to be cancelled, by either party, they must inform the other body; for example, if the pool was in need of repair, or maintenance, the School would inform all users at the first opportunity. If a group could not attend a booking then they must inform the School as soon as possible, otherwise a charge
- All users of School facilities are required to treat the School resources with appropriate levels of care.
- will be made for that booking.

### **Terminating an Agreement**

This includes:

- Using the equipment in an appropriate and safe manner

- Observing all necessary Health and Safety requirements and instructions.
- Appropriate behaviour towards School staff on site during the booking.
- Respect for the neighbours of the School, including parking in the designated areas when visiting the School
- Prompt payment of any monies owing to the School.
- Only using the equipment and resources that permission has been given to use at the time of agreeing the Hire contract.
- Informing the Business Manager/Site Manager on site of any accidental damage and how the Hirer intends to pay for the necessary repair or replacement.

If at any time the Site Manager considers that a member of a group using the School facilities is not adhering to the above conditions of the hire agreement, s/he shall have the discretion to bring this to the attention of the Business Manager who may consult the person in charge, or in extreme circumstances terminate a hire agreement. Should termination be considered necessary, Business Manager will inform the group leader in writing, giving notice that the contract has been cancelled and explaining the reason why. Should hirers wish to challenge this decision, they can officially complain to the School's Governing Body and the complaint will be investigated in accordance with the Complaints Policy of the School.

### **Payment**

- Invoices will be raised monthly for hire and issued via Wirral LA, payment should be made direct to Wirral LA by BACS in accordance with the information contained within the invoice.
- **NB: The Site Manager has set hours for which he is contracted in order for the school to provide a service to the community after the school day has ended and at weekends. It is not permitted for him to extend these hours in order to make up for cancelled sessions.**

### **APPLICATION TO HIRE EDUCATIONAL PREMISES**

Applications to hire educational premises are required to be made by completing the Hire and Lettings form within the appendices and returning it to the following address at least 7 days before the period of hire required:

Finance Clerk  
 Foxfield School,  
 New Hey Road,  
 Woodchurch,  
 Wirral,  
 Merseyside,  
 CH49 5LE

Or by email to [accounts@foxfieldschool.co.uk](mailto:accounts@foxfieldschool.co.uk)



## APPLICATION TO HIRE EDUCATIONAL PREMISES

Applications to hire educational premises are required to be made by completing this form and returning it to the following address at least 7 days before the period of hire required:

Finance Clerk  
Foxfield Special School  
New Hey Road,  
Woodchurch,  
Merseyside,  
CH49 5LE

<b>Premises required:</b> (e.g. main pool, hydro pool, hall, etc.)		
<b><u>Single booking</u></b>		
<b>Start date:</b>	<b>End date:</b>	<b>Frequency of use:</b>
<b>Start time:</b>	<b>Finish time:</b>	
<b><u>Regular/block booking</u></b>		
<b>Date:</b>		
<b>Time:</b>		
<b>Purpose of Hire:</b>		
<b>Number of persons the hirer intends will be using the premises during the period of hire</b>		
<b>Name of Hirer/Organisation(and/or representative):</b>		
<b>Contact address:</b>		
<b>Telephone Number:</b>		
<b>Do you have public liability insurance to cover the hiring:</b>		
<b>Name of insurer:</b>		
<b>Policy number:</b>		
<b>Amount of insurance cover provided:</b>		
<b>Policy date expiry:</b>		

I confirm that I have read and understood the Foxfield School Lettings Terms and Conditions of Hire that have been supplied to me. I agree that this hiring is governed by those Terms and Condition of Hire and I agree to observe and perform the requirements of the Hirer as set out in the Terms and Conditions of Hire.

**Signature of Hirer/Authorised representative of the Hirer** \_\_\_\_\_

**Name in full** \_\_\_\_\_

**Date** \_\_\_\_\_



## **TERMS AND CONDITIONS FOR HIRING FACILITIES AT FOXFIELD SCHOOL**

### **School Responsibilities**

- For the duration of the letting period Foxfield School will be responsible for ensuring the following provision:
  - Adequate means of escape in emergency and adequate equipment available for the use should an emergency situation arise. This will include fire extinguishers, first aid kit and access to a telephone.
  - Adequate heating, lighting and ventilation. This will include external lighting where required.
  - Safe equipment and premises.
  - Individual arrangements will detail which equipment should be used.
  - A Site Manager is available to deal with defects to School plant or equipment and to ensure that the premises are secured. Sufficient information will be given to hirers of emergency facilities..
  - Arrangements are in place to ensure the security of the premises at the end of the letting period if appropriate.
  - In addition to the above provisions, Foxfield school will ensure that hirers will have adequate supervision in attendance during letting periods. For swimming sessions this will require evidence of valid life-saving qualifications being produced.
  - Schools will carry out periodic monitoring of hire activities to ensure compliance with hire conditions.

### **Hirers Responsibility:**

- By signing this contract you agree to all the terms and conditions listed below. It is important that you read these terms and conditions carefully and that you make sure you understand them fully. After you have signed the terms and conditions form, you should return it to the School office along with your booking form as soon as possible.
- If you have booked a facility via telephone, fax or e-mail, this will not be confirmed until you return both a completed and signed booking and terms and conditions form.

### **Contractual Agreements**

The times and dates that you request will be considered and where possible granted, if the facilities or the times that you requested are not available, then the School will contact you, to discuss alternative options. The time that you are allocated is to be adhered to.

As the hirer or person in charge of the group, you must ensure that all members of the group arrive on time, or as near to the time as possible and must leave on time. Failure to leave after fifteen minutes into the next hour will result in a penalty charge of (£50) being charged to the Hirer or the person in charge of the group. Continued failure to leave the facilities on time will result in the termination of the contract.

### **Damage to School Property**

- The Hirer shall be liable to the Business Manager for improper use of any facilities. If the hirer causes any damage to property, then the hirer will be liable to pay for all charges and expenses incurred in the process of rectifying the damage.
- All hirers must have adequate and suitable Public Liability Insurance and this is the responsibility of the Hirer and not the School/Local Authority. **The School reserves the right to refuse admission to any hirer if they do not have Public Liability Insurance.**

### **Health and Safety:**

#### **Fire Alarm and Evacuation Procedures**

- For the duration of the letting, the hirer will be responsible for ensuring familiarity with emergency equipment, such as fire extinguishers, alarm call points, telephones and first-aid facilities and that an emergency evacuation procedure is established. This will detail who will be responsible for taking control, calling emergency services and where to assemble. Consideration should be given to the needs of individuals with special needs.
- Foxfield School will give details of its Fire Safety Procedures to all hirers.

#### **Lighting and Electrical Safety**

During the period of the letting, the hirer shall ensure that:

- No lighting, heating power or other electrical fittings or appliances in the premises are altered, moved, or in any way interfered with.
- No additional lights or extensions from the existing electric light fittings to be used without the previous consent from the Health and Safety Coordinator or Premises Manager.
- Electrical appliances brought onto the premises will have been tested for electrical safety. (Portable Appliance Test Certificates may be required for inspection by the school).

#### **Security**

- All entrances and exits must be kept clear at all times. **Do not open fire exits as this poses a security risk.**

- Foxfield School will give details of existing security measures, e.g. controlled access, CCTV, gates, fencing, etc., if appropriate to the hirer.

### **Alterations, Advertising and Care of Premises**

- No bolts, tacks, screws, bits, pins, or other like objects shall not be driven into any part of the premises by the Hirer nor shall any placards, or other articles be fixed to any part of the premises.
- No advertisements of any type are to be displayed inside or outside the premises by the Hirer without the prior approval of the Head teacher.
- No alterations shall be made to the premises by the Hirer, without the prior written approval of the Head teacher.
- Footwear likely to damage the floors is not to be worn. Damage caused to any surface through inappropriate footwear will result in additional charges being incurred by the Hirer to pay for the damage caused.

### **Facility Tariffs and Charges**

- The tariffs and charges for the hiring of the facilities are made in accordance with the Governing Body of the School. Additional charges may be incurred by the Hirer if malicious damage has been caused. **We have been advised by the Local Authority that all hirers must take out Public Liability Insurance.**

### **Pool Hire**

- The Site Manager who is also the Pool Plant Operator will be available at all times when the pools are in use. However, if the pool plant operator (site manager) is not available, bookings will have to be cancelled. (See risk assessment)

### **Fouling (Contamination of Pools/Changing Facilities)**

- If fouling occurs, pools will be closed to execute a back wash and this will affect continuous bookings resulting in delays in re-opening the pools. (See risk assessment)

### **Smoking, Drugs and Alcohol**

- Smoking is strictly prohibited in the school and external grounds. If a hirer, or any member of the hirer's group, wishes to smoke they must go outside the grounds using only open entrance/exit doors and not fire exit doors. Cigarettes must be properly extinguished and disposed of away from the premises.
- Drug taking is strictly prohibited and any incident that occurs will result in the immediate termination of the hirer's contract, unless the hirer can prove that the drugs are for medical reasons. Alcohol consumption is strictly prohibited and any incident that occurs will result in the immediate termination of the hirer's contract.

## **Staff**

- The School and the Local Authority will not tolerate any verbal, physical or mental abuse towards its staff. Staff at school may, at times, inspect the facilities to make sure that all terms and conditions are being complied with and do not need to give any advance warning. If School staff believe the terms and conditions are being breached, the hirer will be informed. Failure to further comply after this point will result in the termination of your contract.

## **Prevention of Nuisance**

- The Hirer shall ensure that any music played or provided at the premises or noise levels from functions or activities taking place on the premises, do not cause a nuisance, either within the school or to surrounding premises or any nearby residential accommodation.
- The Hirer must ensure that cars belonging to their patrons are not parked so as to cause or delay access to the school by emergency vehicles.
- The hirer shall take all reasonable measures to ensure that cars belonging to patrons do not obstruct the public highway outside of the School, or access to adjacent private property and that undue noise is not caused on arrival or departure.
- The hirer shall comply with any requirements of the School with regard to the parking of vehicles.

## **Equal Opportunities**

- The Hirer must not discriminate, or permit others acting on his behalf to discriminate, in any of its activities held in the premises.

## **Payment**

- You, as the hirer, are responsible for the payment of the facilities you are hiring. Foxfield School will provide details of invoicing, payment dates, methods of payment and penalties for late payments.

## **Cancellation**

- The Hirer may cancel their booking at any time, but must give a minimum of one month's notice prior to the cancellation. A minimum of 48 hours notice should be given for cancellation of a particular date or individual session. A charge may be made in respect of inconvenience caused to the premises staff if no notification is received by this time.

## **Licences and Permissions**

- The Hirer is responsible for any licences and permission they may need, for example, advertising. The School will not be held responsible for the Hirer breaching any licences or permission agreements.

## **Food Refreshments and the Sale of Goods**

- The Hirer may not sell, or allow to be sold on the premises, any food, refreshments or goods. **Additionally no food should be consumed anywhere on site.**

### **Lost Property**

- The Hirer, or the person in charge of the group, has a responsibility to ensure that no personal or group property is left at the school. However, if this occurs, the school will retain the item for a maximum of seven days, after which the item will be disposed of unless you contact the school to arrange collection.

### **Equipment**

- No school equipment, other than that specified at the time of letting, is used.
- School furniture shall not be moved by the hirer, except by arrangement with the Site Manager or person holding custodianship for the time being

### **Litter**

- Litter and property belonging to the Hirer is to be removed by the Hirer at the end of the period of hire. Any costs incurred in removing these items will be paid for by the hirer.
- **Please note this includes the removal of nappies. Therefore the hirer must make sure parents take soiled items with them after the session.**

### **Other**

- If you have more than one booking, please note that each booking is treated as a separate booking. Parking in the car park is free of charge and you, and any members of your group, leave vehicles at your own risk. The School will not be held responsible for any loss or damage to vehicles or any contents you leave in it.
- Please ensure you have read and fully understood these terms and conditions. Signing this terms and conditions form will indicate to the school that you fully understand and comply with all the terms and conditions stated. You may wish to keep a copy for your records.
- Please forward the original signed copy to the School with your completed application.

Signed:

\_\_\_\_\_

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

Print Name:

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On behalf of:

\_\_\_\_\_ (Club/Group/Activity)

**Notes**

