



AYLESBURY  
GRAMMAR SCHOOL  
*Founded 1598*

# LETTINGS POLICY

This version was approved by the governing body 03/12/2021  
The next update will be due by December 2022

Signed: \_\_\_\_\_

R Williams - Chairman of Governors



## LETTINGS POLICY

Aylesbury Grammar School approves the use of its facilities for hire when appropriate subject to the following conditions being met:

### 1 Definitions

**Hirer** means the organisation listed on the booking form.

**The School** means all staff and agents authorised by the Aylesbury Grammar School

**Premises** means the venue and facilities forming part of the School's Premises listed on the Hirer's booking form.

### 2 Period of Hire

The period of hire includes setting up and clearing up time. To comply with insurance requirements Hirers may not have access to the Premises prior to the booked start time. Hirers must vacate the Premises at the pre-arranged booked time. Any extra time required will be charged at double the relevant hourly rate, with a minimum charge of 1 hour. All areas used by the Hirer (including the Premises) must be left in a clean and tidy state and litter must be placed in the bins provided following any period of hire.

### 3 Amendments to bookings

Amendments to an arranged booking must be made in writing to the school by the Hirer and, if deemed necessary by the School, a new booking form should be completed, at least 30 days in advance.

### 4 Use of the Premises

The School retains control, possession and management of the Premises and Hirer has no right to exclude the School from the Premises at any time. The use of the Premises is personal to the Hirer and the Hirer shall occupy the Premises as a licensee and no relationship of landlord and tenant shall be created between the School and the Hirer. The School maintains the right to enter the Premises at any time during the period of hire.

5 The Hirer is not permitted to share possession or occupation of the Premises nor grant any third parties right over them

6 The Hirer shall not use the Premises for any unlawful purpose or in any unlawful way, nor do anything or bring anything onto the premises which may endanger the Premises, the users or in any way invalidate the insurance policies in place.

7 The Hirer is not permitted to alter the Premises or the School's equipment in any way.

### 8 Access to Parking and Common Areas

The Hirer is permitted to use such parts of the common parts of the School site as designated by the School in order to access the Premises. The Hirer is also permitted to, at the School's discretion, use the car park at the School site.

- 9 The School reserves the right to refuse or cancel a booking should the Premises be required for a School event. The dates of such events are normally known well in advance but there may be occasions when extra events are organised at short notice. There will also be some dates during the year when although a letting may be accepted, due to other School activities taking place on the School site the Hirer will not be permitted vehicular access to the School site. These dates will be advised in advance by the School. It is the Hirer's responsibility to advise their group members of those dates and to ensure compliance. Failure to observe this requirement may result in future bookings on dates when this request needs to be made being cancelled.
- 10 The Premises are only available for hire when not required by the School. School equipment may only be used with the School's consent and must be put away and stored correctly as advised. Food or drink, with the exception of water, should only be brought onto the premises with authorised permission. Any damage to School equipment caused by the Hirer during the use of the Premises will be paid for in full by the Hirer plus an administration charge of £15.
- 11 **Swimming Pool Hire**  
All Hirers will be issued with a copy of the School's Pool Safety Operating Procedure (if applicable) prior to the first date of hire. Hirers must provide their own qualified swimming teachers and lifeguards. Copies of current lifeguard certificates with a depth test of 3m, must be provided to the school and updated on renewal or in the event of a change of lifeguard.
- 12 **Insurance**  
Before a booking is accepted the Hirer must provide a copy of a valid insurance policy providing Public Liability cover of at least £5,000,000. Insurance cover can be provided through the School at a 10% premium on hourly rates. Hirers must provide copies of the documents in advance on renewal or any outstanding bookings will be immediately cancelled.
- 13 **Child Protection**  
The School has a statutory duty to ensure that where services and activities for children are provided on the School site there are appropriate policies and procedures in place in regard to safeguarding children and child protection. All Hirers whose group includes children under the age of 18 must have a Child Protection Policy and Procedures document. A copy of this document must be provided to the School before the booking can be confirmed.
- 14 The Hirer is also required to comply with such other health and safety, safeguarding and security requirements as notified by the School to the Hirer from time to time
- 15 **Statutory Compliance**  
The Hirer must comply with the provisions of all statutes and regulations relating to the Premises and its use.
- 16 **Licences**  
The School holds a Premises Licence which is available for inspection. Any other licences must be obtained by the Hirer and a copy of these documents must be provided before the date of the event. The sale of alcohol from the Premises is not permitted.

## **Invoicing & Payment**

- 17 The School reserves the right to review the pricing of lettings at the School's discretion.
- 18 Invoices are issued at least 30 days in advance of the booking and settlement is due on receipt. Failure to pay for a booking 7 days prior to hire may result in cancellation. Electronic payment is preferred, by BACS or standing order but if cheques are issued, they should be made payable to Aylesbury Grammar School.

Sporting activities will be subject to VAT unless a series of sessions are booked and all of the following conditions are met:

- a. The series consists of 10 or more sessions;
- b. Each session is for the same sport or activity;
- c. Each session is in the same place. This condition is still met where a different pitch, court or lane is used (or a different number of pitches, courts or lanes are used), provided the latter are situated at the same establishment;
- d. The interval between each session is at least 1 day but not more than 14 days (for an interval to be at least 1 day, 24 hours must elapse between the start of each session). The duration of the sessions may be varied. There is no exception for intervals greater than 14 days through the closure of the facility for any reason;
- e. The series is to be paid for as a whole and there is written evidence to the fact. This must include evidence that payment is to be made in full whether or not the right to use the facility for any specific session is actually exercised. Provision for a refund given by the provider in the event of the unforeseen non-availability of their facility would not affect this condition;
- f. The facilities are let out to a school, club, association or an organisation representing affiliated clubs or constituent associations, such as a local league; and
- g. The person to whom the facilities are let has exclusive use of them during the sessions.

## **Damage & Cancellation**

### **19 Damage**

It is the Hirer's responsibility to ensure that the Premises and contents are used with care and to immediately report any faults or damage to the School's caretaker. The Premises, any furniture and equipment must be left in the condition in which they are found. Any school equipment or furniture is only to be used with the school's permission and the Hirer should return and store correctly after use. Any additional work carried out by the School to rectify any damage caused by the Hirer will be charged to the Hirer with the addition of an administration charge of £15. The School reserves the right to cancel future bookings if equipment is continually misused or damaged.

### **20 Cancellation by the School**

In addition to Schools right to cancel any booking in accordance with paragraphs 9, 18 and 19 the School also reserves the right to cancel any booking in the following conditions:

1. in the event of an emergency situation, e.g., breakdown of heating, bad weather conditions, fire damage etc. The School will give the Hirer as much notice as possible but circumstances may make this impossible. No charges will be made in these situations and the School accepts no responsibility for costs incurred by the Hirer.
2. in the event of a breach of the terms of this Lettings Policy by the Hirer
3. if the Hirer becomes insolvent; and
4. in the event that the School considers the Hirer (including any person associated with the Hirer) or the Hirer (or anyone associated with the Hirer) to be unsuitable.

21 **Cancellation by the Hirer**

The School requires 30 days' notice of the cancellation of a booking. If less than 30 days' notice is given or if the Hirer fails to appear for a booking then the payment will not be refunded nor carried forward and offset against a future invoice.

22 **Hirer's property**

The School accepts no responsibility under any circumstances whatever for loss or damage to any goods, equipment, material, clothing, vehicle etc brought onto the school site. The full acceptance of this clause is a condition of any letting.

### **Health & Safety**

23 The School caretaker is available for the period of the letting and must be contacted in the event of an emergency, the caretakers mobile number is included within the information supplied with the booking form.

24 All children associated with a Hirer must be supervised at all times by the Hirer. Spectators of children associated with a Hirer (including but not limited to parents, siblings and associates) may stay on designated areas of the School site only to watch the children take part in an activity, however the Hirer must procure that they comply, so far as applicable with the Lettings Policy and. The School does not provide recreational facilities to the general public nor can it bear any responsibility for injury or loss arising as a result of such activities.

25 Smoking, alcohol and drugs are not permitted anywhere on the Premises or within the School site. Hirers in breach of this requirement will be asked to leave and subsequent lettings cancelled.

26 A copy of the School's Fire Safety information and a site plan is supplied with the booking form. The Hirer is responsible for ensuring that fire precautions are properly implemented and must keep a register of attendees.

27 If an incident/accident should occur on the School site it must be immediately reported to the School caretaker and a full investigation will be undertaken. Should further information be required, the Hirer will be contacted by the School's lettings administrator at the earliest opportunity and we will expect full cooperation.

28 Unless agreed in advance, no electrical items are to be brought onto the premises. If agreed, all items must comply with the Electricity at Work Regulations 1989. The Hirer must provide on request proof that all electrical items have current test certificates.

29 Vehicles may be driven and parked on the School site at the owners' risk. The School accepts no responsibility for such vehicles or their contents. There is a **5mph speed limit** which must be observed at all times. Failure to observe these requirements may result in permission to drive onto the School site being withdrawn.

30 Animals are not allowed on the School site without the prior agreement of the School.

31 All Hirers must comply with Appendix 1.

## Appendix 1:

### AYLESBURY GRAMMAR SCHOOL FIRE SAFETY (LETTINGS)

#### NOTES FOR HIRERS OF PREMISES AT AYLESBURY GRAMMAR SCHOOL

It is in everyone's interests that the highest possible standards are obtained for FIRE SAFETY.

#### RESPONSIBILITIES OF THE HIRER

1. To ensure that fire and other safety precautions are properly implemented and observed.
2. To make this information available to anyone sharing responsibility for the session.
3. To maintain a register of attendees so that a roll call can be taken at the Assembly Point.
4. To notify the School **in advance** if it is proposed to introduce onto the School site any potential fire hazard, such as low flash point glues or paint sprays.
5. To familiarise those present with the procedures to be followed in the event of a fire (see below).
6. To identify the location of the fire alarms call points and fire exits.
7. To know where the Fire Assembly Point is (on the School Field, near the Tower Block see School site plan) and to check that the signed escape routes are available and are not obstructed.
8. To ensure that, wherever possible, physically handicapped people are accommodated near to a final exit on the Ground Floor and that special provision is made for their safety.
9. To ensure that the lighting in corridors and staircases leading from the areas in use to terminal exits, is left 'on' until all persons have left the premises.
10. To ensure that linked chairs are not detached at any time during the period of hire (this is a specific requirement of the Fire & Rescue Services).

## **IF A FIRE IS DISCOVERED**

1. Operate the nearest call point immediately.
2. Evacuate the building and hirers should undertake a roll call of all their participants when at the Fire Assembly Point.

## **PROCEDURES IN THE EVENT OF A FIRE**

### **(NOTE: FIRE DRILLS WILL TAKE PLACE PERIODICALLY & A RECORD KEPT)**

1. In the event of a fire, a continuous electronic tone will sound.
2. Everyone should leave quietly and in single file via the nearest safe exit.
3. No property should be carried out of rooms.
4. If possible ensure that all windows and doors are left closed, to limit the spread of the fire.
5. Everyone should move to the Assembly Point in the main car park, between the Tower Block and the new Sports Hall, without re-entering any part of the premises on the way.
6. Once at the Assembly Point, a roll call should be taken. You should then await the instructions from a caretaker or the emergency services.

## **HEALTH & SAFETY: FIRST AID**

The School will not have trained first aiders on site, the hirers should conduct a risk assessment of their potential first aid requirements and be prepared accordingly.

## **ACCIDENTS**

Any accident occurring on the School's Site must be reported to the School's lettings administrator at the earliest opportunity, in order that the accident may be recorded in the School's Accident Records.