

Highfields School
Web Site
Lettings
Policy, Terms & Conditions, Guide to Fees, etc

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Further revision of Hire Fees 1/8/2008

Revised 24/2/09

1) General

The governors of Highfields School, while acknowledging that the buildings are owned by Derbyshire County Council, are willing to allow the school's premises to be used for activities other than those required to serve the delivery of the school curriculum.

The governors are open to requests from the school itself, community groups, individuals and general groups and to consider each request according to its suitability and within the regulations governing the use of buildings (in conjunction with the local authority).

All lettings and other usage shall be carried out within the scope of the Equal Opportunities and the Health and Safety policies of this school.

2) Organisation

The governors delegate to the Headteacher the responsibility for the organisation within the school and suggest that:

- a) The Business Manager acts as the first point of contact for lettings purposes
- b) Events are cross checked against requests for bookings from Community Education, Examination Boards, Highfields School Association events, After School Clubs, Rehearsals, Parents Evenings, School Trip Meetings with Parents, Open Days & Welcome Evenings, Industrial Days, and so on.
- c) A calendar and timetable of all internal events will be given to the Business Manager by the end of July each year.
- d) A block-booking calendar of events & timetable from Community Education is agreed with the Business Manager in August each year, for use the following academic year.
- e) The facilities are available for hire after 5:00 p.m. during term-time Monday to Thursday and 3:30 p.m. on Friday, at weekends, bank-holidays, concessionary days, and school holidays. A request for a letting should be made by contacting the Business Manager directly.
- f) For use during school time (i.e during term-time weekdays up to 5:00 p.m.), internal bookings which also require additional work by caretakers, cleaners or catering staff, or

which also require additional rooms or sports area over and above the usual teaching demands, should be requested by contacting the Business Manager directly.

- g) The fees for use of the school premises are reviewed annually towards the end of the academic year and new fees agreed in readiness for next year's bookings.
- h) The Business Manager will liaise with caretaking staff to discuss the requirements of forthcoming internal and external events, so that they can be properly planned for and costed out. For larger and more elaborate events, this may involve meetings with the organisers of those events, with caretaking staff.

3) Charging

The use of the school facilities shall be costed out according to its fees schedule. The Basic Charge for hiring the facilities will be based on a balance between these costs and the hire charges that other service providers make within the market place. Lettings may, or may not, make a financial surplus, depending upon the group that is hiring the facilities and the hire charge that they pay.

General guidelines to be followed are:

- a) School Use – such as Governors Meetings, H. S. A. , Former Students Meetings, Staff Recreational Meetings, Professional and Union Activities and any other school-linked activities. The facilities will be provided at “**Nil or Nominal Charge**” for these activities. However, the school should avoid opening up for just one event.
- b) Community Use – the governors are sympathetic to Community Education, Other Educational Training (such as Governor Training), First Aid Training, Charitable Events, Registered Charities and other “Not for Profit” Organisations, including Sports Training or Performing Arts Rehearsals (but excluding Performances). The facilities will not be hired on a commercial basis. Therefore, a “**Basic Charge**” will be made which adequately covers all of the costs incurred by the school from hiring out the facilities.
- c) General Use – these are where profit making organisations hire the facilities and make a charge for entrance or for the sale of products, goods or services that their organisations are promoting. A financial surplus for the school can be made from this type of usage of the schools facilities. The facilities will be hired on a commercial basis and a “**Premium Charge**” will apply, which reflects the prevailing market for the hiring of similar facilities.
- d) Block Bookings – Where a group is making enquiries about one single but significantly large block-booking or several smaller but significantly frequent block-bookings, then the Business Manager will exercise his discretion to offer a “**Block Discount Charge,**” if it makes the difference between making an agreement to hire the facilities, or not.
- e) Multi Usage – where premises are simultaneously used by more than one hirer, then the fee may be split in proportion to the areas used by each group.

Lettings that are of “benefit to the school”

It has become apparent that there are some occasions where a lettings fee is payable to the Caretakers and sometimes a cleaning cost is incurred as well

However, it is not always appropriate to raise an invoice, because the event gives “benefit to the school,” in other ways. This benefit could be goodwill, promotion of the school, reduction in costs in other areas, income generation in other areas.

Examples of these include:

- 1) Putting on school events that are not connected with the curriculum, such as the Summer Musical at Lumsdale Site.
- 2) Putting on professional plays by external companies, which the public may attend, which form part of the bid for Arts College Status.
- 3) Saturday rugby matches being played at Lumsdale site, rather than paying for a bus to go to Cromford to play the matches.
- 4) Highfield Staff Association putting on “Extravaganza” which raises revenue, which is then spent on school projects, such as buying dining furniture for 6th form dining room, or additional lockers.
- 5) Running a School Disco at the Starkholmes Site, which generates income that is used for projects, connected to that site.

Excluded from this arrangement to waive the lettings fee

It is not the intention to include, within this clause, any event that is put on by school staff, for which those staff receive a payment, either in wages or as a percentage of income generated.

4) Areas of the School

The school can be divided into the following areas for the purposes of lettings:

Lumsdale

- 1 The Whole School
- 2 Sports Hall + Changing Rooms
- 3 Sports Fields + Changing Rooms
- 4 Hard-Surface Sports Area (tennis courts) + Changing rooms
- 5 Wheeldon Hall
- 6 Coffee Bar Area
- 7 Kitchen
- 8 Music Rooms
- 9 General Teaching Classrooms
- 10 Dedicated Teaching Rooms
- 11 The School Grounds and Car Park
- 12 Any combination of the above

Starkholmes

- 1 The Whole School
- 2 Gymnasium + Changing Rooms
- 3 Sports Fields + Changing Rooms
- 4 Hard-Surface Sports Area (tennis courts) + Changing rooms
- 5 Bowler Hall
- 6 Dining Area
- 7 Kitchen
- 8 General Teaching Classrooms
- 9 Dedicated Teaching Rooms
- 10 The School Grounds and Car Park
- 11 Any combination of the above

5) Fees

The Business Manager must ensure that some or all of the following have been considered when preparing the basic fee structure for the Recommended Charges and specific quotations for hiring the facilities:

- a) Caretaking staffing costs (opening & locking up)
- b) Additional caretaking costs for caretaking staff to be present on site for the duration of the event
- c) Cost of setting up beforehand and clearing away afterwards
- d) Starting & finishing times
- e) Weekdays; weekend; bank holiday or concessionary day
- f) Term-time or holiday time
- g) Heating zones used and time of the year
- h) Number of people attending the event
- i) Equipment hire (eg: Lighting Boards; Stage)
- j) Additional charge for a technician to be present for the duration of the event
- k) Additional cleaning charge

6) Invoices

After the Business Manager has received the request to make a booking, the Business Manager will send an offer, including the quoted price, to the Event Organiser. The Event Organiser must confirm acceptance of the offer, by signing and returning one copy of this offer. The invoice is usually payable within 14 days of the event taking place, although this may be varied to require the lettings fee to be payable “on the night” or in advance, depending upon the nature of the event.

Copies of the letter, confirming acceptance of the offer, will be made available to the Finance Office.

Charges for LEA/DCC use will be credited to the school budget by internal transfer.

Separate to this policy document there are:

Appendix A - Terms and Conditions for hiring the school facilities

Appendix B - Offer and Acceptance Letter + Invoice

Appendix C - Schedule of Recommended Charges



HIGHFIELDS SCHOOL – TERMS AND CONDITIONS OF HIRING

1. The hirer shall pay the charge requested.
The Governing Body reserves the right to adjust the hiring charge: -
 - i. to cover any increases in hiring charges which may occur if an application covers a series of lettings over an extended period; and
 - ii. to cover an increase in a hiring charge which may occur between the date of the approved application and the date of the actual hiring.
2. The hirer shall ensure during the time these premises are so used that such activities are conducted in an orderly manner and under adult supervision and that the right to use the premises is exercised quietly and in a manner unlikely to cause any annoyance or inconvenience or to become a nuisance to the owners or occupiers of any adjoining or neighbouring property or to the public.
3. For the purpose of a dance or similar function to which the general public are admitted, and at which there may be a large gathering it is the responsibility of the organisers to ensure that the letting is properly controlled by appointed stewards or such other responsible persons to maintain order throughout the whole period of the letting.
4. The hirer is responsible for reimbursing the School and County Council for the cost of making good all damage caused to the premises or other property, which is in any way attributable to the hirers use of the facilities.
5. The hirer shall abide by the terms of the insurance policy taken out by the Derbyshire County Council to protect hirers of County Council and voluntary premises and to pay the first £100 of each and every claim in respect of damage to the buildings and contents.
6. The school is not insured for the use of the facilities by professional entertainment promotions or for political meetings. For this reason, the facilities are not available to be hired by these categories of groups.
7. The insurance provides an indemnity to the hirer in respect of any third party claim arising out of the use of the hired premises. It applies only where legal liability exists and operates where following an accident a visitor or any person except an employee of the hirer suffers personal injury or damage to or loss of personal property. Claims are payable up to an amount of £2,500,000 for any one incident. Employees of the hirer are covered in respect of damage to our loss of personal property.
8. The insurance also indemnifies the hirer against legal liability for damage to the hired building up to an amount of £50,000 or up to £2,500,000 in respect of fire damage. The hirer is, however, liable for the first £100 of each and every claim.
9. Bookings are taken subject to the school premises not being subsequently required by the Council for Parliamentary or Local Government elections and in the event of the school premises being so required, the Council will refund to the Applicant all charges made by the Council and already paid by the Applicant, neither the Council nor the Governing Body shall be liable to pay any compensation for any loss incurred by the Applicant.
10. The hirer shall obtain at his own expense all the necessary licences and permissions required in connection with the use of the premises for the purpose for which the same is let and to observe and comply with all the conditions attaching thereto. Where applicable this shall include but shall not be limited to:
 - i. licence in accordance with the Theatres Act 1968 in respect of the performance of any play.
 - ii. permission from the owners of copyright in musical, dramatic, literary and other works as required by the Copyright Act 1956, and to indemnify the Governing Body/Council in respect of any infringements of such copyright.
 - iii. licence for music, singing and dancing from the appropriate district council.

11. The hirer shall complete and dispatch to the Performing Rights Society Limited, on a form to be provided, a list of musical works, whether published or in manuscript, performed at the premises vocally, instrumentally or mechanically at entertainments for which a charge for admission is made. The form may be obtained on application to the Chief Education Officer, County Education Office, Matlock.
12. The use of the premises is restricted to vacation before 10.00 pm unless approval to an extension has been obtained prior to the letting.
13. No piano must be moved unless the written permission of the Headteacher / Business Manager has been obtained beforehand. Furniture and school equipment must not be removed from the school premises.
14. The users of the school are forbidden to stand upon any desk and seat or upon other furniture or fittings. No fixtures or decorations of any kind requiring nails or screws to be driven into the school property are permitted and the premises must be left at the end of the letting in a reasonably clean and orderly condition.
15. No notice, either permanent or temporary, may be affixed to school notice boards or displayed on the school premises without prior approval of the Headteacher/Business Manager.
16. The provision of alcoholic drinks at functions will be left to the discretion of the Headteacher in consultation with the Chairman of the Governors. For larger functions or cases where there may be special circumstances, the hirer is responsible for arranging for necessary licences.
17. No special preparation may be applied to the floors of the school premises for dancing purposes.
18. Stiletto heels, studded shoes and other types of footwear likely to cause damage to floors of the school premises are not permitted. It is expected that the organisers of functions for which the premises are hired will draw attention to this ban by means of a suitable notice on the programme, ticket or invitation issued for the function.
19. No payment should be made to the Caretaking staff, who will receive their fees direct from the School.
20. In the event of the premises not being used after approval has been granted, the Applicant will be responsible for payment of the caretaker's fee if written notification of cancellation is not received by the appropriate Headteacher / Business Manager at least 48 hours before the approved time of letting.
21. The Governing Body/Council do not accept any liability in respect of the parking of any vehicle at the school premises connected in any way with the Applicant or the letting of the premises during the letting period.
22. The Governing Body / Council accept no liability for goods and personal effects left on its premises by the hirer, its servants or agents, or by any user of the premises.
23. The hirer may not sublet or assign the benefit of any letting of the school premises without the knowledge of the Headteacher / Business Manager and will be held personally responsible for the observance of these conditions.
24. The hirer agrees to abide by other regulations as directed from time to time by the Governors / Council.
25. The Governing Body / Council may cancel the hiring on occasions where it is of the opinion, for any reason whatsoever, that it would be potentially dangerous to allow the activity to continue.
26. Where there are special conditions of hire relating to a particular activity the hirer must comply with those special conditions.

27. In the event of a breach of any of the conditions of hiring (including any special conditions of hire relating to a specific activity) the Governing Body / Council may determine the hire forthwith.

Additional Conditions for the Hiring of Outdoor Sports Facilities

28. The hirers shall at the expiration of the hiring remove everything brought by them on to the school site, shall leave it in a clean and orderly condition and in so far as it is practicable remove all litter and refuse from the site.
29. Where jumping pits are used, the hirers shall provide their own rakes and shovels for levelling the sand.
30. The hirers shall be responsible for keeping visitors off all sports facilities, other than those hired, particularly cricket squares, hard porous and synthetic areas, shrub borders, trees etc.
31. No vehicle shall be parked on or taken over the grass, hard surface sports areas ,(such as tennis courts), sports facilities or borders.
32. The Business Manager is responsible for the pitches and he will decide if they are fit for play, and the Business Manager's decision is final in this matter. The hirer should consult the Headteacher/Business Manager if in doubt.

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NEW RATES AS FROM July 2009

Guide to Basic Charge per Hour Booked Time
(Unless Otherwise Stated)

Lumsdale

	Weekdays at Basic Charge	Saturdays Basic Charge	Sundays Basic Charge	After 10:00 p.m. + Bank Hols, Etc
Sports Hall + Two Changing Rooms for Playing Sports & Sports Presentations	30	36	40	54
Sports Hall + Two Changing Rooms for Entertainment	30	36	40	54
Each Sports Field Area + Two Changing Rooms	15	18	24	27
Each Hard-Surface Sports Area (Tennis Courts) + Two Changing Rooms	15	18	21	25
Wheeldon Hall	28	33	40	50
Coffee Bar Area	17	20	25	30
Kitchen	28	33	40	50
Music Room + D1 for External Examination Purposes	<u>28 per day</u> (9:00 – 5:00)	<u>33 per day</u> (9:00 – 5:00)	<u>40 per day</u> (9:00 – 5:00)	<u>50</u> (per session)
General Teaching Classrooms (min 4 rooms or with a Main Hall)	12	14	18	20
Dedicated Teaching Rooms (min 4 rooms or with a Main Hall)	15	18	21	26
The School Grounds + Car Park + Toilets	50	60	70	90

Please note that, where the hirer books the outdoor sports facilities OR the indoor sports facilities, depending upon the weather, then the facilities that have actually been used on the day will be the facilities that are charged for.

Starkholmes

	Weekdays at Basic Charge	Saturdays	Sundays	After 10:00 p.m. + Bank Hols, Etc
Gymnasium + Changing Rooms	25	30	34	40
Each Sports Field Area + Changing Rooms	15	18	24	27
Each Hard-Surface Sports Area including Tennis Nets and Floodlights + Changing Rooms	15	18	21	25
Bowler Hall + Dining Area + Changing Rooms	28	33	40	50
Kitchen	28	33	40	50
General Teaching Classrooms	12	14	18	20
Dedicated Teaching Rooms	15	18	21	26
The School Grounds + Car Park + Toilets	50	60	70	90

Please note that, where the hirer books the outdoor sports facilities OR the indoor sports facilities, depending upon the weather, then the facilities that have actually been used on the day will be the facilities that are charged for.

Please note that, where the kitchens are hired, the event organiser is responsible for adhering to all Food Hygiene Legislation and Regulations. The kitchens must be left in a state so that they are fit for food production purposes immediately after the hirer has finished using this facility. Any costs or loss of earnings associated with the school being unable to use the kitchens for the purpose of food production after the hirer has finished using the facility will result in the school seeking full compensation for its losses and reimbursement of the costs it has incurred.

Hire of Cricket Nets by Derbyshire Cricket Development Group

	Mondays and Fridays	Saturdays	Sundays
1 hour	£30	£36	£43
2 hours	£44	£49	£55
3 hours	£49	£55	£61
4 hours	£55	£61	£67

Basic Hire Charge for Equipment & Services (subject to availability) per sessional letting

Grand Piano including delivery, positioning, tuning and removal - £50:00

Use of Theatre Lighting System, with Control Desk - £20:00

This must include the use of a technician to set up the lights beforehand and to operate the Control Desk - £25:00 per hour for a minimum of 2 hours

Portable Staging set out and removed afterwards - £50:00

Black Staging set out and removed afterwards - £20:00

Up to 200 Chairs set out - £15:00 and £15:00 for every 200 chairs over & above that

Additional Charge for each Caretaker present & on duty on the site – Add £25:00 per hour to Basic Hire Charge (minimum 2 hours)

Additional Charge for each Technician present & on duty on the site - Add £25:00 per hour to Basic Hire Charge (Minimum 2 hours)

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