



No: 22

THE THOMAS AVELING SCHOOL
POLICY

for

LETTINGS

April 2009 - SRA
Ratified by FGB June 2009
Reviewed April 2011
Ratified by FGB 10 March 2011

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LETTINGS POLICY

Rationale

The primary purpose of the School site and buildings is for the education of pupils attending The Thomas Aveling School. Public lettings of Sports and performance facilities during the school day are generally not considered appropriate, as groups of visitors onto the site are potentially disruptive to the educational environment particularly given the vulnerability of some pupils. It is recognised that the school operates within the wider community and the Governors are consequently committed to a community development programme which includes access to general school facilities including main hall, sports hall and community library by the community in its broadest sense, i.e. responsible parties including staff, parents, pupils, local residents and groups, school linked organisations. These facilities should therefore be made available to local groups when this does not conflict with either the interests of its pupils or the work of its staff (to this extent restrictions on availability may apply during exam periods particularly in respect to use of the sports hall facility which serves as the main site exam hall during such periods).

The facilities available for hire are detailed in the attached appendix along with the scale of charges and times of availability.

Specialist facilities including the Conference room, recording studio, Performing Arts Centre and All-weather sports facility shall be subject to specific determinants for approved bodies as detailed under schedule 1 below.

Policy

It is the governors' policy that whenever it is reasonable and practical, use of the school's physical resources outside the school day be permitted by members of the local community.

Lettings to local groups will be dependant upon payment of a fee and acceptance of the terms and conditions set out in the Letting Application Form (See Appendix 1). The fees for a letting will be set at a level to ensure that income taken covers the costs (lighting, heating, staffing, etc) of the activity. Any profit generated by such lettings shall be used to benefit the education of pupils who attend the school and for future maintenance the facilities.

All lettings are subject to authorisation by the Finance and Business Manager acting under delegated responsibility from the Head-teacher on behalf of the School Governors.

The school's hiring practises should be kept under annual review to ensure that the building is economically used and by hirers of a reputable character in accordance with the Council's Lettings guide-lines. The school's premises will not be let to any persons under 18 years of age or to any organisations with an unlawful or extremist background.

All hirers must be familiar with, and adhere to the school's Conditions of Hire set out below.

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Schedules

1. Approved bodies
2. Fees/ Hire Rates
3. Opening times
4. Available Facilities

Appendices

- 1 Enquiry Letter
- 2 Confirmation of Booking
- 3 Information for users
- 4 Letting Application Form

Date approved by Governing Body 2010
(Reviewed by Governors of the Finance & Personnel Committee April 2010)

Conditions of Letting

1. Method of application. Organisations wishing to hire the facilities must complete the application form available from the school. Once this is approved then organisations will be invited on-site and must agree to the school's policy on smoking, respect the facilities and will be required to sign their agreement to make good any damage caused by misuse or neglect. Catering for functions may be available by prior arrangement with the school. Any organisations wishing to book these or with other specific requirements should specify their requirements on the application form.

At the start of each academic year, existing hirers will be given first refusal of their regular time slots for loyalty. However, if they wish to change this, then it will be treated as a new application, unless a swap with another group can be agreed. All changes are subject to agreement with relevant contact as detailed below.

2. Fees. Charges for the hire of facilities at the school are detailed as per schedule 1 attached. Invoices should be issued weekly. The Finance and Business Manager and Headteacher should be informed where accounts have not been settled.

In the event of non-payment, the hirer should be contacted and where necessary, access will be refused until payment is made in full. Where payment is not made, recovery procedures shall be instigated in accordance with the school Finance Procedures Manual.

3. Value Added Tax

VAT will be applied to all bookings in accordance with Government Tax Policy (please see appendix 5 for information on VATable use of facilities).

4. Contact Details

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Details on available lettings can be obtained from;

School: Mr S.Rayner (Finance and Business Manager)
Mr J.Bailey (Site Manager)

E-mail: srayner@thomasaveling.co.uk / jbailey@thomasaveling.co.uk

5. Cancellation. The schools cancellation policy requires 5 working days notice (including school holidays) to be given to the school by the hirer except where catering has been ordered and then it is 7 working days notice. Outside this time span the school reserves the right to charge the full hire cost of the facilities – including the catering cost.

For those on long-term hire of sports facilities the cancellation period is reduced to 1 working days notice. All cancellations will be acknowledged by the school upon receipt.

In the event of any unforeseen circumstances arising rendering the facilities unavailable the school reserves the right to cancel the hire of the facilities at any time and without liability to the school. In the event that the hire of facilities is cancelled by the school then no charges will be levied and notice of the cancellation will be confirmed to the hirer by the school at the earliest opportunity.

In addition the School shall have the right to cancel any booking, whether confirmed or not, without prior notice, if it suspects that any of the above conditions have been broken by the Hirer, or any person organising any function or event, or any conditions printed on the booking form is likely to be broken, by any person attending any function or event, or connected with the function or event in any way.

6. Damage. It is the responsibility of the Hirer to ensure the premises are left in the same condition in which they were found.

The hirer will pay the full cost of repair, or replacement of any fixtures or fittings that become unserviceable or unsuitable for use through damage caused by any person attending the function, whether deliberate or otherwise. The hirer must ensure they have their own Liability Insurance cover. Where the hirer does not have their own cover they may be permitted to buy into the school scheme cover. Anyone wishing to take benefit of cover should arrange this with the school in advance of the hire.

7. Behaviour. The hirer is responsible for the behaviour of all persons organising or attending the function, and to be liable for any costs incurred by the Thomas Aveling School, or any third party that results from any actions of any person organising or attending the function.

The Hirer shall admit any member of School staff to any function to ensure that the conditions of this booking are complied with.

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8. Persons Attending. Only authorised guests or members of the private organisation hiring the School facilities may be admitted to a function. The hirer is responsible for maintaining a list of all any persons authorised to attend the booking or event and shall record for health and safety purposes all persons actually in attendance and in their charge.

9. Maximum Numbers Attending. Health and Safety considerations restrict the School hall to a maximum number of 200 people for any function.

10. Food and Drink. No food or drink shall be taken into either the all-weather sports facility or Dance or Drama performance areas at any time. The consumption of alcohol on these premises is strictly prohibited.

Alcohol and Drinks - Unless a specific licence has been applied for and granted, alcohol may not be resold on the school premises. Where agreement is granted in advance by the school with regard to a specific function alcohol may exceptionally however be brought by persons attending the function for their personal consumption.

11. Appropriate Footwear – Non-marking soles only should be worn in the Performing Arts Centre (Dance and Drama studios), sports hall and Gym. No studded/bladed footwear should be worn in the all-weather facility at any time.

12. Smoking. Smoking is not permitted anywhere on the School site.

13. Insurance. The Hirer should provide their own public liability insurance for all lettings unless agreement exists to purchase into the school insurance in advance of the hire.

14. Child protection Statement. The Thomas Aveling School is committed to safeguarding and promoting the welfare of children and young people. As such, any organisation using any school facility must ensure that if children are involved in any part of the event, that appropriate child protection measures are put in place that these are in line with the schools child protection policy.

15. Performing Rights society. Before any performance of copyright musical works can be given in public, those responsible for the event are required to obtain the permission of the owner of the copyright of the works concerned.

16. Policy Review intervals

The next scheduled review for this policy is April 2010, including rate reviews and will be carried out in conjunction with the council.

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17. Appeals Process. In the event that an application for use is rejected by the Finance and Business Manager the matter will be referred to the Head-teacher for review. In the event that the rejection is upheld the prospective hirer shall be entitled to receive written notice from the school stating clearly the reasons for the rejection and stating what if any change in circumstances would be necessary in order for the application to be accepted. Further to this the prospective hirer may apply in writing directly to the board of Governors requesting a review of the grounds for rejection. At this time the board of Governors may elect to consult with the Local Authority council on the matter in order to determine any other mitigating factors as may be relevant to the application. The matter will then subsequently be reviewed at the next available Governor meeting of the Finance and Personnel committee after due consideration.

Schedules

1. Approved Bodies

With regards to the criteria that will be used in the assessment of approved bodies in the use of specialist school facilities and amenities shall be as follows;

a) Performing Arts Centre;

- The body is affiliated to the performing arts society or amateur dramatic society
- The body is a school, college, university or other recognised educational body including an adult educational facility
- The body is a properly constituted local community organisation affiliated to a recognised body or national organisation other than those mentioned above who may wish to use the facilities for regular or periodic performance events e.g. Womens Institute; Dance clubs and societies; Scouts; Guides and other youth groups.
- The body is a responsible local community organisation established to provide training skills in Dance and Drama but not affiliated directly to a recognised body or national organisation.

b) All-Weather Facility;

- The body is affiliated to Sport England; a member of a nationally recognised sporting body including FA; ECB and National Hockey federation.

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- The body is a school, college, university or other recognised educational body including an adult educational facility
- The body is a properly constituted local community organisation affiliated to a recognised body or national organisation other than those mentioned above e.g. Youth services
- The body is a responsible local community organisation established to provide training skills in Sport but not affiliated to a recognised body or national organisation.

c) **Conference Facility;**

- The body is a school, college, university or other recognised educational body including an adult educational facility
- Responsible business groups
- Local Authority bodies and departments
- Adult Education and Voluntary services (including Youth Services)
- Charitable Organisations
- The body is a properly constituted local community organisation established to deliver specific training and skills needs
- Training enterprises

2. **Fees/Rates** – See Separate charging schedule.

3. **Opening times**

The opening times below are for general guidance only and school reserves the right to restrict the use of some facilities where these are normally used for curriculum subjects and additionally in respect to use during exam periods.

a) **During Term Times; Sports and Performance Facilities**

Sports Hall & Multi-Play Area;

Weekdays from 17:00 to 22:00

Saturdays from 0800 to 21:00

Sundays from 10:00 to 18:00

All-Weather Facility;

Weekdays from 18:00 to 21:00

Saturdays from 09:00 to 20:30

Sundays from 10:00 to 18:00

Performing Arts Centre;

Weekdays 18:00 to 22:00

Saturdays 09:00 to 18:00

Sundays from 09:00 to 16:00

b) **Outside Term Times; Sports and Performance Facilities**

Sports Hall & Multi-Play Area;

Weekdays from 09:00 to 22:00

Saturdays from 09:00 to 21:00

Sundays from 10:00 to 18:00

All-Weather Facility;

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Weekdays from 08:30 to 20:30

Saturdays from 09:00 to 20:30

Sundays from 10:00 to 18:00

Performing Arts Centre;

Weekdays 09:00 to 22:00

Saturdays 09:00 to 18:00

Sundays from 09:00 to 16:00

Use of all other present site facilities will be according to availability after school requirements have been fulfilled – to enquire about availability please contact the school.

4. Available Facilities;

Sports Hall

Gym

All-Weather Astro Pitch (International Hockey standard) – Not Floodlit

Multi-Play (Floodlit)

Performing arts Centre incorporating Drama and Dance Facilities

Conference room

Hall

Teaching rooms

Recording Studio

6th Form and Diploma Centre – will be available after September 2009

Note: Other Facilities on site open for community use include Community Library presently operated by Medway Library services after school from 15:00 to 18:00 Mon-Fri and 10:00 to 16:00 Sat.

Appendix 1. Enquiry Letter

Dear

Thank you for your recent enquiry regarding the booking of the hall at The Thomas Aveling School.

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I have enclosed a formal booking application form, which I would ask that you complete and return to me as soon as possible in order that I can confirm the dates you require are still available.

Should you require additional information or I can be of any further assistance please do not hesitate to contact me.

Yours sincerely

Appendix 2. Confirmation of Booking

Dear

Thank you for returning the Letting Application Form.
I can confirm that the dates you require are available and I have reserved the hall for you as follows:

Date Required

Time: From: To:

Should you need any additional information please let me know.

Yours sincerely

Appendix 3. Information for Users

Before the start of your function please familiarise yourself and all parties attending site in connection with your hire of the facilities with the location of the following;

1. Emergency Exits

2. Fire Alarms. This is a non-residential school and so during evening functions you may be alone in your occupancy of the site and it is therefore vital that in the case of a fire the alarms are activated you evacuate the premises in accordance with the fire procedures and contact the duty member of the site team immediately

3. Telephone In case of an emergency the nearest telephones are located within the office or on reception. To obtain an outside line **dial 9** followed by the required number.

4. First Aid box which is located within the Office and Student services office.

The Site Manager is Mr John Bailey and can be contacted in an emergency out of school hours on mobile 07754 612009
Duty Site team staff are as follows;

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John Warren (Senior Groundsman) 07875 045721

Shiela Seales (Site Team officer) 07888 721081

Appendix 4. LETTINGS APPLICATION FORM

Letting No:

Note to applicant: Before completing this form, please refer to the attached conditions.

PART 1 APPLICATION DETAILS (To be completed by the applicant. Please type or use ballpoint pen).

Facilities required

Purpose of Hire Day(s) of Week Dates required

From To

Times required

From To

Name of applicant Telephone No. (Office Hours).....

Full postal address

Name of organisation

I personally agree to be responsible for the fees charged in respect of this letting and I will observe the regulations which I have read.

Signature of Applicant Date.....

PART 2 APPROVAL DETAILS (to be completed at the establishment concerned)

I recommend that this application is:

Approved/Not approved

Comments:

Signed (Finance Officer)

Date

Date Caretaker informed:

For WEEKEND USE ONLY complete

the following:

Will the Caretaker be required to be on active duty throughout the duration of the letting? V Yes/No

PART 3 FOR OFFICE USE ONLY

Basis of Charge

Accommodation Equipment Hourly Charge Weekly Charge Yearly Charge

VAT at % Total

Total amount to pay £

Appendix 5. Vatable use of facilities (for information only)

Please be aware that current UK legislation requires that VAT is charged upon lettings for sporting facilities that are booked for a period of less than ten consecutive weeks. In order to constitute a consecutive period of let, any

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breaks in use within this term cannot be for a period of greater than two weeks. Regrettably there are no exceptions to this term under any circumstances. Where a break in use is therefore necessitated by the school where possible an alternative venue will be offered. One off usage of sporting facilities or hire for periods of less than ten weeks will automatically have vat added at the prevailing rate.

Where it is not possible to extend a period of consecutive let (including a two week break) to comply with the ten week minimum period due to facilities being made unavailable by the school, for regular lettings we will offer a discount to the base charge rate in order to compensate for the inconvenience and necessity to charge VAT.

If your club is eligible for VAT deduction the following ruling must be noted;

- a) Payments for each month must be paid in advance on the day of the first booking. Any late payments will result in VAT being added at the prevailing rate to the whole booking.
- b) If part of a block booking is cancelled and the number of sessions already taken is less than ten the VAT previously deducted will have to be paid.
- c) Seven days notice in writing, indicating clearly the dates not required must be given for all confirmed bookings.