



LETTINGS AND COMMUNITY USE POLICY

1. Introduction

The Governors recognise that the primary purpose of the academy is to provide accommodation for the teaching, learning and welfare of its students. The needs of the students are paramount and will always take precedence over external lettings. When not required by the academy, the academy premises:

- 1.1.1 Represent a significant capital investment and should be fully utilised
- 1.1.2 Are a valuable community resource
- 1.1.3 Are a valuable source of income and may be offered for private or commercial usage.

2. Priority Usage

The Academy Trust has adopted the following categories of priority user:

1. Academy users
2. Designated users; e.g. registered charities or community activities
3. Private users; e.g. private businesses, profit making ventures, private functions, and commercial fund raising.

3. Application for Designated Status

The Academy Trust has delegated its power to determine designated status to the Director of Finance and Resources who will exercise discretion on their behalf and determine the suitability of applications (the Director of Finance and Resources may delegate authority to exercise this discretion further as required). The outcome of application decisions shall be reported to the Academy Trust if required. The Director of Finance and Resources will arrange for a list of approved organisations to be maintained. This does not preclude the Director of Finance and Resources from referring sensitive applications to the full Academy Trust at his/her discretion. An example of a regular designated user is the key partnership teams that are used as part of the school's football development plan.

3.1 The Academy Trust is responsible for:

- a) Developing a suitable Lettings & Community Use Policy for the school
- b) Ensuring the implementation of the Policy
- c) Developing and agreeing the Terms and Conditions that support the Booking Form for all lettings
- d) Protecting the interests of the school with additional appropriate procedures and documentation
- e) Ensuring the correct control of hire for each letting
- f) Reviewing the criteria of usage for the school
- g) Considering other policies that ensure the safe procedures in lettings e.g. Health and Safety, Emergency Evacuation Policy and any other which may in future apply
- h) Reviewing the VAT on School lettings in line with HMRC requirements
- i) Ensuring the premises provides a safe environment for the purpose of lettings
- j) Reviewing, monitoring and evaluating the policy on an annual basis or when required (in-line with changes to legislation).

3.2 The Director of Finance and Resources is responsible for:

- a) Ensuring the day to day implementation of the policy
- b) Advising the Academy Trust if there are any issues with the working practice of the Policy Terms and Conditions and control and usage of hire
- c) Ensuring the staff are trained to implement the procedures around lettings.

3.3 The Sports Centre Manager and Supervision staff are responsible for:

- a) Understanding and adhering to the policy
- b) Working in line with the policy
- c) Advising the Director of Finance and Resources if there are any issues with the working practice of the policy
- d) Advising the Director of Finance and Resources if they become aware of any area of the academy that may compromise the safety of those who are hiring it
- e) Overseeing the security of the school site and supervision of lettings outside of school hours.

4. Areas, Access and Parking

4.1 Areas available for lettings:

- 3G Football Turf Pitch
- Grass pitches
- Cricket pitches
- Netball / Tennis Courts
- School Gymnasium
- Sports Centre
- Fitness Suite
- Dance Studio
- Drama Studios
- Pavilion changing rooms
- Main school hall and dining areas
- Sixth Form Conference Centre
- Selected classrooms – As long as permission is sought by the Head of Department beforehand.

4.2 Access to lettings

The school can be accessed via the Thomas Parmiter Sports Centre gate after school hours and weekends. Users must not access the school site more than 30 minutes prior to, or 30 minutes after any booking.

4.3 Parking for lettings

Parking for all lettings should be in the Sports Centre Car Park. This has multiple CCTV cameras operating in this area for security of staff and customers. Overflow car parks will be made available by the Sports Centre staff outside the Sports Pavilion and next to the Tennis Courts when need dictates.

5. Conditions of Hire

The Governors have adopted the terms and conditions under which the academy premises may be hired. These conditions form Appendix 1 to this Lettings and Community Use Policy.

6. Administration of Lettings

The Governors recognise that they could not personally vet every applicant or organization who wish to make use of the school premises. Accordingly, they have delegated the authority to accept applications for hire to the Director of Finance and Resources or any specific designated person as approved by the Director of Finance and Resources.

The academy will operate a fair Lettings and Community Use Policy that does not discriminate on grounds of race, colour, religion, ethnicity, sexuality, gender, age or disability.

No member of staff, with the exception of the Director of Finance and Resources, or the Head teacher is allowed to vary the terms and conditions under which the school premises are hired to either individuals or organisations or to deviate from the Governors' published Letting and Community Use Policy.

All formal hiring of the school's premises, including those for which no charge is made, shall be properly documented. All hirers **must** complete a Lettings Booking Form at Appendix 2, and are to receive a copy of the Terms and Conditions of hire at Appendix 1. The Lettings Booking Form is an enforceable contract.

7. Scale of Charges

In arriving at their scale of charges the Governors have followed the following principles:

- 7.1 That academy users will be charged no more than cost;
- 7.2 That designated users and private users will be charged according to the school Lettings Price List (this is subject to be reviewed once a year, appendix 3)
- 7.4 That there will be parity of treatment for similar users;
- 7.5 That the overall charges for letting the school facilities will be recovered from users as per the agreed terms and conditions of the letting.

For the purpose of charging, the Director of Finance and Resources, or an approved employee, is empowered to determine to which group any particular individual or organisation belongs i.e. key partner clubs, charter standard clubs or private users. The basis of charging will be determined by the purpose for which a letting is arranged as stated in the terms and conditions.

The Lettings Price list can be found in Appendix 3 of this Charging, Lettings and Community Use Policy.

8. Discounts

These form part of the scale of charges (Appendix 3) and are only permitted for multiple bookings as agreed by the Director of Finance and Resources or designated employee.

9. Minimum Charges and Deposits

The minimum hire period will be one (1) hour.

The Governors reserve the right to require a deposit over and above the hiring charge as security against damage to the premises (including any equipment) or the premises being left in an unacceptable condition which would require additional costs for cleaning, caretaking or other expenses.

10. Cancellations

Governors will seek to recover any cost incurred by the school which are unavoidable and result directly from the cancellation of a letting.

If hirers wish to cancel a letting, the hirer should give at least 7 days' notice prior to the event. A full refund will only be given if the appropriate notice is given to the management of the Sports Centre.

11. Payment Methods

The Governors are mindful of their responsibilities in safeguarding the academy from bad debt. Therefore, payment in advance or at the time of booking is the normal practice unless otherwise agreed with the Director of Finance and Resources. Bank automated clearing system (BACS), cheques or cash are all acceptable forms of payment. In all cases where cash or cheques are paid then an official receipt must be issued from the Sports Centre.

12. Charges/Invoicing

The Governors delegate all charging and invoicing responsibility to the Director of Finance and Resources and the relevant academy staff. In all cases the Governors, or Director of Finance and Resources, reserve the right to withdraw the use of school facilities where prompt payment is not received. Once a Booking Form has been completed an invoice will be issued. One-off lettings will be invoiced at least 30 days prior to the booking and payment is expected 1 week before. Regular bookings are to be invoiced quarterly prior to the bookings block and payment is to be received in full before the first booking of the block.

13. Security

The Governors will normally insist upon a continuous staffing presence during a letting. For lettings in the Sports Centre there should always be a person supervising the lettings and either a receptionist or recreational assistant present for safety, assistance of equipment and maintaining the school to a good standard while it is open to the public. The Sports Centre manages a number of lettings at a time. For one-off individual lettings around the school there must be at least one person present in case of an emergency, where the emergency procedures are to be carried out. The Sports Centre will be staffed at least 30 minutes prior to any booking.

14. Vetting Procedures

The Academy Trust has developed barring and vetting procedures as part of our Child Protection and Safeguarding Policies. Hirers that use the school site and have a responsibility for young or vulnerable people will be asked to produce a copy of a current and relevant Disclosure and Barring Service (DBS) certificate.

15. Events and Licenses

Hirers holding an event within the school premises may require a temporary event notice, these should be obtained by the hirer. The school will need to be notified of the number of people expected to attend the site and ensure the hirer is briefed on the school's Health & Safety Policy. Some events require licenses for entertainment, lotteries or alcohol. These licenses should be obtained by the hirer 28 days before the event. Hirers will be expected to outline their intentions for any events that could require licenses and a copy of any licenses should be kept by the Sports Centre Manager.

16. Fire Evacuation Procedure

The fire alarm is a continuous bell and, if activated, all users are required to immediately leave the building via the nearest emergency exit. Users should then congregate at the designated fire assembly point; the Sports Centre Car Park, which is located outside the Sports Centre. If any customer or member of staff is in danger whilst in the car park during an evacuation procedure, there is a gap in the fencing for evacuation onto the fields.

17. Links to other Academy Policies

This policy works in conjunction with the Emergency Evacuation Policy, Health & Safety Policy, Complaints Policy and Child Protection Policy.

18. Monitoring, Evaluation and Review

The Governors of Academy Trust will review this policy every year and assess its implementation and effectiveness. The policy will be promoted and implemented throughout the academy.



Appendix 1

The Thomas Parmiter Sports Centre

Terms and Conditions of Hire

1. Booking.

- 1.1 Acceptance of the letting is conditional upon the agreement to accept all letting conditions and to take all reasonable steps not to infringe the law.
- 1.2 The letting arrangements shall automatically be terminated by the breach of any of the conditions contained herein.
- 1.3 Payment of the full amount set in the application of the charge for the said use of the said facilities and services shall be made to Parmiter's School not later than seven clear days before the date on which the facilities and services are to be used by the Hirer. Cheques should be made payable to Parmiter's School. The Management reserve the right to refuse any application or terminate the agreement at any time for non-payment.
- 1.4 The scale of fees for lettings shall be determined by the Management, taking into account the cost of providing the letting, including energy costs, the cost of the equipment being used and the purpose for which the facility has been let. The Management reserve the right to increase the charges for use of the facilities at any time prior to the hiring (including after the signing of the application form) after giving one month's notice in writing of its intention to do so. Once the Management has given notice of a proposed increase the Hirer shall be entitled to terminate the hiring by notice in writing within one week of receiving the notice of increase.
- 1.5 In the event of the said facilities and services not being used by the Hirer on the day specified, no money will be refunded unless 7 days prior notice has been given to the Management.
- 1.6 Representatives of Parmiter's School Governors shall at all times have free access to the premises for the purpose of inspection.

2. Conditions of Use.

- 2.1 The maximum number of persons to be admitted to the specific facility will be in accordance with the premises capacity.
- 2.2 Reasonable care should be taken to adequately protect the surface. The wearing of footwear likely to cause damage to the surface is forbidden (see users guide). Persons found wearing such footwear will not be permitted to enter the facility. The Management wishes to emphasize that it is the responsibility of the person hiring the facility to ensure the maintenance of order. Any misconduct by any person using the facility may result in the hirer and his organisation being refused any further bookings.
- 2.3 Hirers are asked to comply with no smoking requests. If this condition of use is broken, the letting can be terminated immediately by the Management.
- 2.4 The Hirer shall not use the facility for any purpose other than that mentioned in the application and shall vacate the facility by the end of the time stated on the application form.
- 2.5 Publicity materials may be displayed at the discretion of the Sports Centre Manager. Parmiter's School reserves the right to remove and dispose of any such materials without notice. Publicity materials may only be displayed by school staff.
- 2.6 Any electrical goods that are brought onto the site and used as part of the hire should have an up to date portable electrical appliance test sticker.
- 2.7

3. How to Terminate the Agreement.

- 3.1 The Management reserve the right to terminate any letting (even after signing the application form) at any time prior to hiring where it is considered that the use of the premises is likely to occasion a very real risk of disorder or damage or injury to persons or property. In the event of the hiring being cancelled, there shall be refunded to the applicant any payment made in respect of the hiring and such refund shall be accepted by the hirer in full satisfaction of any loss or damage caused by the cancellation and the management shall have no further liability in that respect.
- 3.2 The Management reserve the right to terminate or cancel any letting without notice where complaints are received as to the use of the premises by the hirer.
- 3.3 A proportionate part of any payment made by the applicant representing the payment for the unexpired period of the letting shall be refunded to the applicant and such refund shall be accepted by the applicant if full satisfaction of any loss or damage caused by the cancellation and the Management shall have no further liability in that respect.

4. Exclusion Clause.

- 4.1 the Hirer shall indemnify the Management from and against all costs, claims, expenses or damage incurred or suffered by the management arising either directly or indirectly out of the use by the Hirer of the hired facility and equipment. The Hirer is required to take out Public Liability Insurance, if the hirer does not have public liability insurance then an insurance charge will be added to the invoice.
- 4.2 It is a condition of the hiring that no responsibility can be accepted by the Management for loss of, or damage to, any private property, which may be brought on to the premises as a result of the hiring.



The Thomas Parmiter Sports Centre School Premises Application to Hire Form

OFFICE USE ONLY

INVOICE NO: _____

Appendix 2

Terms and Conditions of Hire: Bookings of 10 sessions or more, where the interval between each session is at least one day but no more than 14 days, and the application is from a recognised club, school or association representing an affiliated club, are zero rated for VAT ONLY upon receipt of the club's affiliation and constitution documentation. All other bookings are charged at the VAT standard rate of 20%. A deposit of 25% is to be paid on booking and the final payment to be made no later than 1 week before the letting period. **One off bookings must be paid in full when submitting this booking form.**

Applicant's Details

Club Name: _____

Contact Name: _____

Address: _____

_____ Post Code: _____

Contact numbers:

Home: _____ Work: _____ Mobile: _____

Email: _____ Fax: _____

Facilities Required (please tick below)

3G Football Pitch 1/4		Rugby Pitch (grass)		Tarmac Netball Courts		Dance Studio	
3G Football Pitch 1/2		Pavilion Changing Rooms		Netball with Floodlights		Badminton Court	
Full 3G Football Pitch		Cricket Pitch (grass)		Tarmac Tennis Courts		School Gym	
Football Pitch (grass)		Indoor Cricket Net		Tennis with floodlights		School Hall	
Main Pitch (grass)		Artificial Wicket		Full Sports Hall		Classroom/s	
Multiple Pitches (grass)		Drama Studio		Half Sports Hall		Conference Centre	

Purpose of Hire: _____ Dates facilities required: _____

Approx number of attendance: _____ Start Time: _____ Finish Time: _____ Access Time: _____ Leaving Time: _____

Additional Facilities required: _____

By signing below, I am agreeing to the terms and conditions detailed over the page.

I/we have our own insurance, copy of public liability attached:

(If you cannot provide a copy of public liability insurance, an insurance charge will be included in your letting)

Signature of hirer: _____ Date: _____

Sports Centre Manager: _____ Date: _____

Booked onto calendar: _____ Date: _____

Office use only

Facility	£ per hour	Duration	No of sessions	Total	VAT (20%)	Total
<i>Insurance Charge</i>	--	--	<i>1</i>	<i>10% of net</i>	--	
Invoice Total						

Please return form to: Sam Revell, Sports Centre Manager,

Thomas Parmiter's Sports Centre, High Elms Lane, Garston, Herts WD25 0JU Tel: 01923 682805

Email: tpsc@parmiters.herts.sch.uk



The Thomas Parmiter Sports Centre School Premises Letting Price List 2018/19

All Weather Turf Pitch (per hour/fixture)

	Inc VAT	Key Partner Clubs *
1/4 (50M x 32M)	£42.00	£35.00
1/2 (50M x 64M)	£84.00	£70.00
Full Pitch (100M x 64M)	£168.00	£140.00
Full Pitch (Fixture Match)	£168.00	£140.00

*Key Partner Clubs are given discounted rates to help develop football in this area

All Weather Football Turf Pitch Information

The Thomas Parmiter Sports Centre All Weather Football Turf Pitch and Donald Wallace Pavilion offer footballers of all ages an elite facility to improve their skills, stamina, fitness and game play on a playing face that is second to none. The Football Turf Pitch is available all year round to hire, for football matches, training, coaching courses, tournaments, leagues and soccer schools.

We offer a variety of options of hire from single use full pitch for a match or, indeed a block booking utilising one quarter of the area for regular training sessions.

Parmiter's School is a "not for profit" organisation. All revenues are fed back into the Parmiter's School sporting facilities .

Grass Pitches (per fixture)

Football Pitch (11v11)	£96.00
Football Pitch (9v9)	£72.00
Football Pitch (7v7)	£30.00
Football Pitch (5v5)	£24.00
Main Pitch	£120.00
Rugby Pitch	£79.20
Cricket Pitch	£210.00
Artificial Wicket	£100.80

Fitness Suite Information

(The fitness suit is due for development soon)

Induction/Joining fee

Single Entry

Parmiter's Student Single Entry

Monthly Membership

Joint Monthly Membership

Parmiter's Parents Monthly Membership £10.00

Inc VAT

£10.00

£2.50

£1.00

£15.00

£24.00

Sports/Other facilities (per hour)

	Inc VAT
Sports Hall	£55.00
Sports Hall (half)	£30.00
Badminton Court	£12.00
Dance Studio	£24.00
Tarmac Netball Courts	£24.00
Tarmac Tennis Courts	£18.00
School Gym	£30.00
School Hall** from	£65.00
Classroom** from	£15.00
Conference Centre from	£48.00

Additional Charge: Insurance will be charged at 10% of net lettings for hirers without Public Liability Insurance (this will include the hirer on the schools insurance)

ALL PRICES ARE CHARGED AT THE RATE INCLUDING VAT UNLESS THE HIRER IS AN AFFILIATED CLUB AND BOOKING 10 SESSIONS OR MORE

FACILITIES MARKED WITH A ** HAVE A ZERO VAT RATING.