



Prince Henry's Grammar School

SPECIALIST LANGUAGE COLLEGE



# Community Use of Prince Henry's Grammar School Conditions and Guidelines 2018 onwards

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All users of Prince Henry's Grammar School premises **MUST** read this document before completing a Lettings Application Form to ensure they are aware of the conditions which apply.

The premises the School occupies and the facilities within represent a major resource not just to the School but also to the wider community. This is recognised through the School's Lettings and Lettings Charges Policy. This Policy divides lettings into three categories (Appendix 1):

- Group A Local Community (local under 18s groups);
- Group B Community Groups, not for profit (over 18s);
- Group C Commercial

## What is a Letting?

A letting is a short-term arrangement (within one academic year) giving an individual group or organisation a contract to use School facilities. A letting must be in place before any use of School facilities. If it is not or if a group undertakes activities outside the agreement of the Letting, this may invalidate any insurance that is in place.

## Applying for a Letting

1. All applications to hire Prince Henry's Grammar School facilities must be on the Prince Henry's Grammar School Lettings Form. Application packs can be obtained from the School.
2. All applications must be fully completed and submitted with copies of relevant supporting information, including insurance and DBSs if appropriate.
3. You must specify exactly which dates, times and facilities you need as otherwise additional charges may be levied.
4. You must apply at least 7 days in advance of when you require the letting, except in exceptional circumstances.
5. Lettings are not confirmed until you have received an email or paperwork from the Admin Manager; Community Engagement.
6. When your application for a letting is received at the School, it will be entered on to our database and the necessary checks will be undertaken. You must ensure that you include with your letting application form proof of an up-to-date DBS for each person in your organisation who may take responsibility for a letting for children under the age of 18. The school will not permit anyone to take responsibility for a letting involving young people under the age of 18 without a current DBS.
7. Educational use of facilities overrides your letting so you should be aware that there may be occasions when your letting is cancelled due to School events such as Open Evenings and examinations. The School will try to provide you with at least two weeks notice of such events. Your letting will also be cancelled when events outside the School's control, such as adverse weather, affect the use of facilities.



8. You must not use the facilities outside the agreed times and you must leave the premises at the agreed time. If you need clearing up time, please make sure this is included in the time you request. You are expected to leave the space you have hired in the state you found it.

## Annual Review

1. The School governing body will review Guidelines, Terms and Conditions of Use and Charges on an annual basis.
2. Organisations will be notified at renewals time each year of any alterations, including charges.
3. Changes will come into effect on 1<sup>st</sup> September each year apart from when exceptional circumstances, such as large fluctuations in the cost of utilities, mean an in-year adjustment is appropriate.
4. We will write to you each year to offer you the chance renew your letting for the following academic year. You must renew existing lettings before the closing date. If you do not and we have other applications in for the times and dates of the letting, we may allocate that time to a new letting.
5. You must not assume that your letting has been renewed until you have received a signed agreement from the Admin Manager: Community Engagement.
6. As long as you return the completed paperwork on time, where possible, we will give priority to existing long term lettings of at least 4 half terms in length.
7. If you wish to renew a letting and add additional space or times you should complete one application for the existing space or times and a second for any new requirements you may have.

## Finance

1. Invoice calculations will be based on the information in the Lettings Agreement and any subsequent amendments.
2. If you have any queries about your invoice you should email [finance@princehenrys.co.uk](mailto:finance@princehenrys.co.uk) put the words Lettings Invoice in the subject box.
3. Please be aware that once you have signed the Lettings Agreement you are accepting the charges stated and agreeing to be responsible for the payment.
4. The adult whose name is listed first on the Application Form is liable for any charges associated with it.
5. Please understand that payments outstanding may result in your letting being cancelled. The payment terms are 14 days.  
If you fail to turn up for a letting, you will be charged for the letting.
6. If you need to cancel or amend a letting you should email [mnp@princehenrys.co.uk](mailto:mnp@princehenrys.co.uk).
7. The School cannot be held liable for any loss of expenses or earnings arising from the cancellation of a letting



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## Value Added Tax (VAT)

The charges agreed by the School governing body DO NOT include VAT. If your letting is liable for VAT this will be added to your invoice. Should you be unsure whether or not you are liable for VAT please email [finance@princehenrys.co.uk](mailto:finance@princehenrys.co.uk) and put the words Lettings VAT query in the subject box.

## Insurance

1. Your organisation must have third party public liability insurance cover with an indemnity limit of no less than £5 million. A copy of a valid insurance policy must be submitted with any application to hire School premises. This will form part of your hire agreement. Employer's liability, professional indemnity or personal accident/injury insurance held by individual players or instructors is not sufficient.
2. Most organisations will be linked or affiliated to a governing body or association and would be expected to take out their insurance through this body.
3. Prince Henry's Grammar School will not accept responsibility or pay for any goods which are brought into or left in the premises which are damaged, stolen or lost.
4. If during or following the hiring of the premises a claim is made against Prince Henry's Grammar School for loss, damage, injury, action or costs then you must reimburse the School for all costs connected with that claim. A claim may arise from action that you (or anyone acting with express or implied permission) take or fail to take. For example, someone may be injured by a piece of equipment you have brought in. In entering this agreement, you agree to indemnify the School against any claims. As the costs of the claims could be very high, you must have adequate insurance cover.

## General Health and Safety

1. All groups must have a health and safety policy or plan in place and a copy should be attached to the Lettings Application Form when you submit it to us. First aid and emergency procedures, evacuation procedures and risk assessment are particularly important. If you do not have a policy in place and would like some advice please arrange to speak with our Executive Officer: Site and Facilities. It is not sufficient to rely on the School's own Health and Safety policy.
2. Please note the School is not required to have first-aid trained staff on site during your letting. The School is not responsible for those persons participating in the activity taking place during the letting. That responsibility belongs solely to the hirer/organisation. You should hold your own emergency equipment and records as the School's will not be made available to you.
3. If hiring the swimming pool, please note that the school will not provide lifeguards and you must ensure you are adequately covered for insurance and health and safety purposes.
4. During your period of hire you must take all reasonable steps to maintain order and ensure there are no activities undertaken which are against the law or the conditions of hire contained in this document.
5. You should be aware that Prince Henry's Grammar School is a no smoking/vaping site. Smoking or vaping is not permitted anywhere in the buildings or grounds. Smokers must be



directed off site.

6. Car parking is available (unless you have been informed otherwise) and is at the owners' risk. You must **NOT** park in the disability parking bays, without placing the appropriate permit on display.
7. **You must ensure that children are not left unsupervised at any times.** This includes escorting them to the toilets.
8. You must ensure that members of your group do not access areas that have not been booked by your group or access areas outside the period of your letting.
9. If your group involves children, you must ensure that they are not dropped off without another adult being present. **Children must not be left alone on site.** It is your responsibility to liaise with parents and carers to ensure they understand they should not arrive early and leave their children to wander around the site.
10. The School is not responsible for children arriving at a letting that has been cancelled or where the responsible adult does not arrive on time.
11. The named hirer is personally responsible for ensuring that all children/members of their group comply with the conditions of this agreement.

## Specific Hire Conditions

1. No person under 18 years of age may make a booking for the use of education premises.
2. Your use of the premises must not interfere with educational use or cause annoyance.
3. You can only use the premises for the purpose, length of time and by the named person and organisation stated. You must not arrive earlier or stay later without prior written agreement.
4. You must not have more people on the premises than is allowed under the licensing or fire regulations.
5. The School reserves the right to refuse a letting if there is a possibility of public disorder, or if it is contrary to the ethos of the school.
6. If you wish to book rooms used for food preparation and dining, eg Henry's Diner, or if you wish to provide food and/or drink including alcohol you may need to have a member of the School Staff present and will be charged a supplement. This will be confirmed in your agreement.
7. Hire of the premises does not include equipment or materials. Specific permission must be obtained in order to use any equipment in the premises.
8. You must leave the premises clean and tidy after each hiring. It should be returned to an "as found" condition. If you do not we will arrange for it to be cleaned at your expense.
9. You must not create any permanent displays or attach items to the walls and fixtures.
10. Any damages to the premises, furniture or equipment during the hiring (other than ordinary wear and tear) must be reported immediately to the member of the Site Team on duty. It will



have to be made good immediately or paid for to the School's satisfaction.

11. You must not harass, abuse or threaten any person in or about the premises in any way. Where a person behaves inappropriately, all existing lettings could be suspended or cancelled.
12. You must not use the premises in a way which breaches any Act of Parliament including (but not limited to) the Race Relations Act 1976, the Public Order Act 1986 and the Racial and Religious Hatred Act 2006.
13. You must wear the appropriate footwear for the facility you have hired ie no outdoor shoes are allowed in the Gym.

## Public Entertaining and Licensing

1. Prince Henry's Grammar School is available for hire for one-off events such as dance festivals and fund raising events. The School does not hold an alcohol license. If you wish to serve alcohol at an event, you will need to get approval from school in advance. 6 weeks notice will be needed. Such events will be approved on an individual basis following a meeting with the Executive Officer: Site and Facilities.

## Child Protection and DBS checks

1. All organisations that involve **children under the age of 18 years** must have a child protection policy in place. A copy of this policy **MUST** be attached to the Lettings Application Form when it is submitted and will form part of your hire agreement. The policy must contain the following information
  - Confirmation that DBS checks are carried out on all staff and volunteers and they are updated as necessary.
  - Process for training/informing staff and volunteers of relevant child protection issues and updates.
  - Process/procedures for reporting suspicions and disclosures.
  - Process/procedure for allegations made against a member of staff.
  - Confirmation that the Child Protection Policy is reviewed every three years.
  - A list of staff/volunteers and their disclosure certificate dates.
2. If you do not supply a copy of your Child Protection Policy or if the information in your policy is not sufficient, your application to hire our premises will be refused.
3. You must **NOT** allow anyone whose DBS number has not been recorded with Prince Henry's Grammar School to lead or assist with an activity on our premises.
4. Your child protection policy should be reviewed every 3 years and a new copy should be sent to us with the following year's application for a letting.
5. You are responsible for ensuring your DBSs and Child Protection Policy are up to date. You will not receive a reminder from Prince Henry's Grammar School.



## Organisation Constitution

1. Voluntary or community organisations, groups and clubs should have a committee or advisory body in place consisting of three or more adults.
2. Where a dispute occurs with a community or voluntary group regarding the category of letting (A,B,C) and a copy of the constitution has not been received by the School, the letting will be classed as commercial and charged accordingly.

## Sports matches and fixtures

1. Priority will be given to those teams that are hiring pitches as their home ground for that season.
2. The School has a limited number of pitches available and we therefore expect teams to:
  - Act fairly
  - Share use of a pitch where possible
  - Understand there will be occasions where use of the premises is refused.
  - Understand that the School can take the decision to rest our pitches or to stop use mid-season to ensure educational use is not affected.
  - Respect the School's decision when use is refused, stopped or suspended and not attempt to use it during these periods.
  - Be advised that the School can make charges for damages and repairs.

## Appendix 1 - Definitions

The School has divided its lettings into three groups as follows:

### **Group A lettings - Local Juniors**

These are local community groups working SOLELY with children under 18 years. No adult should be drawing a salary and any charges made should be for small items including kit and equipment, or to cover the cost of lettings. Charges must not contribute towards salaries.

### **Group B lettings – Community Groups, not for profit organisations**

These are local community groups working with mixed ages including people over 18 years. No adult should be drawing a salary and any charges made should be for small items including kit and equipment, or to cover the cost of lettings. Charges must not contribute towards salaries.

### **Group C lettings - Commercial**

These are commercial organisations whether local or not. At least one adult is drawing a salary which members of the group contribute towards. They may be a PLC or the person applying for the letting may be self-employed.