

# Barnwell School

## Lettings Policy



*Achieving Excellence Together*

**Adopted by the Governing Body – February 2012**

**Reviewed – January 2025**

**To be reviewed – January 2028**

## **Purpose**

The purpose of this policy is to ensure that the most effective use is made of the school premises. We believe that Barnwell School should be a centre for lifelong learning and facilitate improvements to the quality of life in Stevenage and the wider community. The School will support local community groups and activities, such as those identified in the Community Use Agreement, and promote equal opportunities and fair access for all. We recognise that the facilities could generate resources for Barnwell School as well as making the school a more welcoming place for all. This policy sets out the criteria for making decisions on requests for use by external organisations.

## **Definition of Lettings**

A letting is defined as any use of the school buildings or grounds by an individual, community group or a commercial organisation. A letting will not interfere with the core purpose of the school which is to provide a high standard of education for all its pupils.

## **Letting Charges**

The schools delegated budget will not be used to subsidise any lettings by community groups or commercial organisations. A charge will be levied to meet any additional costs incurred by the school in respect of any lettings of its premises or grounds.

The Governing Body is responsible for agreeing charges for the letting of the school premises. Charges will cover the costs of utilities and services, staffing, administration and the costs of wear and tear to accommodation and equipment. The School will undertake regular benchmarking of charges to ensure they are reasonable in comparison to other local providers.

A schedule of hire charges is shown in Appendix C.

## **Relationship to other policies**

This policy should be read in conjunction with the Disability Equality Duty and Accessibility Plan, Equal Opportunities policies, Health and Safety policy, Child Protection Policy, Charging policy, Curriculum policy and the Community Use Agreement.

## **Roles and responsibilities of staff and governors**

The Lettings Manager in conjunction with the Site manager will:

- Use the central booking system to avoid a conflict with school events and ensure there is not an unreasonable expectation of the site staff.
- Ensure all hirers complete and return the Application to Hire Accommodation form (Appendix A) to the school in advance of the letting. Receive, understand, agree and ensure compliance with the Terms and Conditions in advance of the letting (Appendix B).
- Apply the criteria agreed by the governing body and consult the Business Manager on requests for bookings which do not meet them or where there is a potential conflict of interest.

The Business Manager, will:

- Balance the desire to generate income against the desire to support community groups.

- Agree the criteria to be used when deciding which groups are to be allowed to use the premises and consider requests for bookings against those criteria.
- Take a positive approach to enhancing learning opportunities for the whole school community through promoting community use of the school.
- Ensure that use by external organisations does not degrade the standards of the facilities to the extent that they are no longer suitable for use by students
- Consider issues of political balance.
- Consider the implications of all requests received for the health, safety and security of students and staff.
- Consider the implications for workload of all staff of any decisions made.
- Agree the charges for lettings outside of the Free Letting Scheme, taking into consideration basic running costs, e.g. heating, caretaking and cleaning etc. These rates will be reviewed by the HR and Finance Committee on an annual basis and are included in the Charging Policy.

## **Insurance**

Hirers must have appropriate Public Liability Insurance to cover themselves in the event of their being liable to HCC property or injury/loss to individuals due to their negligence. The school's insurance policy does not cover this. The current minimum level of Public Liability Insurance, specified by HCC, is £5 million.

If the hirer does not have Public Liability Insurance to this level then they may be covered under the County's Third Party Hire (TPH) Insurance Scheme, as follows:

- The hirer will be charged an insurance premium equal to 10% of the letting fee, (In the event of discounted or free lets, then the premium will be 10% of the normal fee).
- The premium is collected by the school and is held in trust for the HCC Insurance Section.
- Claims under the TPH policy will be submitted to the HCC Insurance Section for processing.
- The policy is subject to a £250 excess that the hire will have to pay in the event of a claim.

The following activities are not covered under the TPH scheme:

- Meetings organised by political parties
- Professional entertainment
- Commercial / Business functions
- Martial arts
- Sporting injuries caused by one participant or another

## **Administration**

Organisations wishing to hire the school premises should approach the Schools Lettings Manager, [lettings@barnwell.herts.sch.uk](mailto:lettings@barnwell.herts.sch.uk) who will identify their requirements and discuss the facilities available. An Application form (Appendix A) should then be completed by the hirer. The school will confirm the booking or offer an alternative arrangement within two working days of the receipt of the booking form. Approval to hire will be given in writing setting out the full details of the letting, enclosing the hire agreement and terms and conditions of hire. The School has the right to refuse

an application.

The hirer should be a named individual and the agreement should be in their name and include their permanent private address. The letting should not take place until the signed agreement has been returned to the school. The person applying to hire the premises will be invoiced for the cost of the letting in accordance with the current agreed charges. (See appendix C).

All letting payments will be paid into the school's general account, and posted to the School Lettings and Leisure Centre Lettings cost centres. Income and expenditure associated with lettings will be regularly monitored to ensure the school covers the costs of lettings.

### **Arrangements for monitoring and evaluation**

The HR and Finance Committee will receive reports from the Business Manager of the schedule of use of the school outside of the school day, the number of groups involved and the net profit from such activities.

Issues that required intervention by the Headteacher will be noted, together with the action taken and the outcome. The committee will consider whether the additional use of the school premises is achieving the purposes set out at the start of this policy.

**Appendix A**



**APPLICATION TO HIRE ACCOMMODATION AND/OR SERVICES (LT01)**

- (1) Submit applications to the Lettings Coordinator at least 14 days in advance of hiring.
- (2) Use a separate form for each date unless the accommodation required is the same.
- (3) Please complete form in BLOCK LETTERS.

FULL NAME OF ORGANISATION: \_\_\_\_\_

NATURE OF BOOKING (Type of sport or activity): \_\_\_\_\_

GOVERNING BODY OF SPORT AFFILIATION: \_\_\_\_\_

DATE(S) REQUIRED: \_\_\_\_\_

NUMBER OF USERS / SEATING REQUIRED FOR: \_\_\_\_\_ (See Condition No.6 of TERMS AND CONDITIONS, Appendix B)

	Tick If Req'd	Preparation Time		Function Time		Clearing Time		For Office Use	
		FROM	TO	FROM	TO	FROM	TO	£ CHARGE	VAT
<b>BARNWELL UPPER / MIDDLE SCHOOL</b>									
School Hall									
Performance Room (M1)									
Classroom(s), please specify _____ _____									
Dining Hall									
Kitchen - beverages/washing up - meals									
Gymnasium									
Changing Room/Showers									
<b>BARNWELL LEISURE CENTRE</b>									
Sports Hall – Full									
Sports Hall – Half									
Dance Studio 1									
Dance Studio 2									
Conference Room									
Changing Room/Showers									
<b>OUTSIDE AREAS</b>									
3G (Middle)									
Football Pitch (Adult)									
Football Pitch (Junior)									
Tennis/Netball Courts (Middle)									
Playing Fields									
Swimming Pool									
<b>SERVICES</b>									
Staffing									
Performance Equipment									
Musical Instruments									
Other Equipment if available									

**\* PUBLIC LIABILITY INSURANCE**

The Hirer is required to hold Public Liability Insurance, and to let the school have a copy of the cover notice prior to the hiring. If this is not produced, then the school will arrange cover in advance of the hiring and a 10% charge will be made.

No hiring should take place without this insurance cover arranged either by the Hirer or through the school.

<b>CHARGE PER OCCASION</b>	
<b>*HIRER INSURANCE FEE</b>	
<b>TOTAL VAT</b>	
<b>TOTAL CHARGE</b>	
<b>DEPOSIT REQUIRED</b>	

N.B. if any of the above services are to be used, the School must be satisfied that a competent operator and/or electrician is in charge before such use commences. An extra charge is made for these services.

### Vat Exemption

Please confirm that your booking qualifies for exemption from VAT on the basis that:

- Your organisation is a formally constituted school, club or association, and; YES / NO
- You wish to block-book ten or more sessions, each of which is no more than 14 days apart. YES / NO

### Adherence to Terms and Conditions

Please indicate below to confirm whether your organisation complies with the following:

- All activities will be supervised by individuals who are appropriately qualified and CRB/DBS checked where appropriate. YES / NO
- We will comply with all Health and Safety regulations displayed at the Centre. YES / NO
- We will leave the facilities in a clean and tidy state and will immediately report any loss or damage. YES / NO
- We will ensure that the Centre is secured for the full duration of our hire period. YES / NO

I confirm that I have read the Terms and Conditions booklet, which I accept on behalf of the organisation named above. I wish to apply for the use of the accommodation and/or service specified above and any special conditions required. I agree to pay the charge according to the scale in force at the date of hire, payable 10 days prior to the event taking place. I am over 18 years of age.

SIGNED (ORGANISER): \_\_\_\_\_ NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

DATE \_\_\_\_\_ CONTACT TELEPHONE NO. \_\_\_\_\_

NAME AND ADDRESS OF PERSON TO WHOM ACCOUNT SHOULD BE SENT IF DIFFERENT TO ABOVE:

\_\_\_\_\_  
\_\_\_\_\_

**Please return the completed booking form by post (to Barnwell School, Stevenage, Herts, SG2 9SW)  
or e-mail ([lettings@barnwell.herts.sch.uk](mailto:lettings@barnwell.herts.sch.uk))  
Lettings will not take place if this has not been received by the school.**

#### FOR OFFICE USE

AUTHORISATION OF HIRE signed \_\_\_\_\_ DATE \_\_\_\_\_

DATE RENDERED \_\_\_\_\_ A/C No. \_\_\_\_\_

# Terms and Conditions under which Accommodation and Services can be Provided

*(Referred to in the Application To Hire Form)*

## Hirer's Checklist

Please contact the school for clarification on any of the points made below.

- Thoroughly read these Terms and Conditions of Hire.
- Sign the Application to Hire form (Appendix A) confirming your full compliance with the terms and conditions of hire and Covid19 supplementary conditions of hire and return to the school.
- **Check you are covered by the school's Public Liability Insurance for Hirers – if not you will have to provide your own Public Liability Cover as a condition of Hire.**
- Ask the school for details of their Public Liability Insurance Scheme for Hirers if you would like this.
- If you are providing your own insurance, send a copy of your cover note to the school before the hire period.
- Barnwell School is a NON-SMOKING establishment. Smoking or vaping is not permitted on any part of the Campus. Hirers are responsible for ensuring that members of the public attending functions, events or club sessions abide by this rule.
- Alcohol is prohibited on the premises without the following being complied with:
  - inform the school at the time of booking.
  - **obtain a Drinks License from a Local Magistrate (giving at least 2 months' notice) or ask a Publican to obtain a license (giving at least 6 weeks' notice)**
  - notify the local police one week before the event.
  - ensure no alcohol is supplied to persons under 18.
  - ensure no one is admitted to the function after 10:30pm.

NB: Licensees are responsible for running the bar and its conduct.

- if you are arranging a Public Performance such as a play, concert or dance and in the event of tickets being sold at the door or paid at the door:
  - **Obtain an Entertainment's License from Stevenage Borough Council well in advance of the event allowing a minimum of 28 days. For further clarification, please contact Stevenage Borough Council.**
  - Ensure copyrights are not infringed and all appropriate returns are made to the Performing Rights Society

- If you are using kitchen facilities check you have received 'Guidelines for the Safe Preparation of Food' (LT03) from the school and have discussed your catering requirements with Head of Kitchen prior to the hiring.
- Ensure that all your activities including pre-publicity of the event conform to statutory fair-trading controls (contact Trading Standards Department or hertsdirect.org for further details)
- Hirers using the Leisure Centre will be provided with a security key fob enabling the hirer access during the period of the hire. The hirer will be responsible for arranging for fellow club members or those attending events to access the Leisure Centre. **The front doors to the Leisure Centre are not to be propped open under any circumstances.** The school will charge for any additional key fobs if they are required. Key fobs will be programmed for each hiring. Access can be gained 15 minutes prior to the letting start time and 30 minutes following the letting finish time. The main Leisure Centre doors will be bolted automatically at 11.30pm during the week and 11pm at weekends. An alarm will sound 5 minutes prior to these times.

The Leisure Centre will also be closed during the Christmas and Easter holiday periods. Hirers will be notified in advance of the precise dates of closure.

In addition to the key fob, some hirers may be issued with a combination code for the main gates. Codes and fobs must only be held by the hirer and must not be passed to any unauthorised personnel without the consent of the Lettings Manager. Key fob holders are responsible for keeping their fob safe. If a fob is lost or stolen it must be reported to the Lettings Manager or Site Manager immediately. The cost of replacement fobs will be met by the fob holder.

- The school will supply all Hirers with the contact details of its nominated on-call contact, who will be available during the duration of each hiring period in the event of any problems or emergencies. NB during the Christmas and Easter holiday periods there will be periods where there is no on-call contact, at such times the school's facilities will not be available for hire.

## 1. Responsibilities of the Hirer

- 1.1 The Hirer is responsible for ensuring that all activities in the Centre during their period of hire are supervised by individuals who are appropriately qualified. Where children are involved, this must include CRB/DBS checking. **All groups that involve children must have an appropriate Safeguarding Policy and procedure in place. The school reserves the right to request a copy of each hirer's Safeguarding policy. All hirers will be referred to the Governments Safeguarding guidance, 'Keeping Children Safe in Education.'**
- 1.2 **The Hirer acknowledges that they have a duty under Section 26 of the Counter Terrorism and Security Act 2015 in the exercise of its functions to have "due regard to the need to prevent people from becoming terrorists or supporting terrorism" (the "Prevent Duty"). The Hirer shall ensure that if uses Barnwell School in such a way as to satisfy the Prevent Duty. The Hirer must ensure that the venue(s) is not used by any groups or speakers in support of any extremist ideology.**
- 1.3 The period of hire will be confirmed by the school when the booking is taken and the Hirer will confine their activities to within that period only, including equipment set-up and taking down. Requests for extensions must be agreed in advance by the Lettings Manager.



- 1.4 The Hirer is responsible for setting up and taking down, safely, and securely, any sports or other equipment provided at the Centre. Approval must be sought from the school for any other items of equipment that Hirers wish to bring to the Centre, which for safety purposes must comply with the relevant approved manufacturers specifications and be of appropriate quality.
- 1.5 The Hirer must comply with all relevant Health and Safety regulations displayed at the Centre.
- 1.6 The Hirer is requested to minimise energy consumption by switching off unwanted lights, air conditioning units and heaters.
- 1.7 The Hirer is responsible for any damage to the building, its fixtures and fittings and sports equipment that occurs during their period of hire and may be charged for any necessary repairs or replacements. All Hirers must therefore satisfy themselves that the building, its fixtures and fittings and sports equipment is undamaged and fit for use at the start of their session and report any damage found then, or any caused subsequently by them, to the school's on-call contact immediately.
- 1.8 The Hirer is responsible for removing any litter arising from their usage of the school facilities.
- 1.9 In the event of a fire or other emergency, which necessitates the evacuation of the buildings please note carefully the following procedures:

1. Alarm sound (continuous siren)
2. Groups evacuate building and make for assembly point
3. No one may re-enter buildings until permission has been given by emergency services.

THE ASSEMBLY POINT FOR EVACUATION IS:

**CAR PARK IN FRONT OF THE LEISURE CENTRE AND THE MIDDLE SCHOOL CAR PARK**

If access through the front doors of the Leisure Centre is not possible then hirers should use the emergency fire exits at the rear of the centre leading to the playing fields.

Club Officers should familiarise themselves with emergency exits, fire extinguishers and blankets and inform their members.

In the event of emergency, hirers are authorised to contact emergency services direct. After dialling state:

1. Which service or services you require (Fire, Police or Ambulance)
2. The location
3. The nature of the emergency

Finally contact the on-call staff or site manager as soon as possible for assistance.

- 1.10 Hirers are advised to ensure that they have access to a qualified first aider and supplies in the event that one or more of their members is in need of immediate medical attention during their period of hire. There are limited first aid supplies in the Leisure Centre. A defibrillator is located in the Leisure Centre behind the reception

desk, on the outside wall of the gym on the middle campus (Cabinet code C159X), and in both reception areas on the Middle and Upper campuses.

## 2. Care of Premises

- 2.1 During the period of the hire, the Hirer shall be held responsible for all damages, losses, claims and costs arising out of the use of premises and shall indemnify the school from and against any expense liability loss, claim or proceedings including claims for personal injury to or the death of any person whatsoever whether arising under any Statute or at Common Law or out of the course of or caused as a result of the hiring except where due to the negligence of the school or their respective servants or agents.
- 2.2 The hirer shall indemnify the school and the County Council from and against all costs, claims, expenses, or damage incurred or suffered by the school or County Council arising either directly or indirectly out of the use by the Hirer of the hired accommodation and equipment at the school.
- 2.3 The Hirer is required, in addition, to take out Public Liability Insurance, and to let the school have a copy of the cover note in advance of the hiring, unless they purchase cover through HCC's Third-Party Hire (TPH) Insurance scheme.
- 2.4 Reasonable care shall be taken to protect any surface or equipment which is likely to suffer damage as a result of hire. Even though the cost is to be repaid to the school, considerable inconvenience is caused for other persons wishing to use the building.
- 2.5 The school wishes to emphasise that it is the responsibility of the Hirer to ensure that maintenance of order, and in particular the clearing of the premises at the end of the function. Any misconduct by any person attending the function may result in the Hirer and his/her organisation being refused further bookings.
- 2.6 If the premises are not fully vacated by the time given for the function to end, a surcharge will be made for extra time.
- 2.7 After each hiring it is the responsibility of the hirer to ensure that windows are closed, lights switched off, (unless another hiring is following on immediately afterwards), fire doors secured properly, and all club members have left site. **It is particularly important for the hirer to ensure the front door to the Leisure centre is properly shut at the conclusion of the hire.**
- 2.8 All groups are requested to respect the facilities provided, make every effort to conserve energy by switching off unwanted lights, ensure equipment is cleared away, and the area tidied and checked. Failure to do this may affect your future booking, and a charge may be incurred. If the previous booking has failed to follow the above procedure, please inform the school via [lettings@barnwell.herts.sch.uk](mailto:lettings@barnwell.herts.sch.uk) or the on-call member of staff as soon as you are able.
- 2.9 Your first lines of communication should be via [lettings@barnwell.herts.sch.uk](mailto:lettings@barnwell.herts.sch.uk) However, there will be a member of the lettings or site team on call for reporting emergencies.
- 2.10 Footwear:
- No black footwear is allowed in the Leisure Centre Sports Hall or dance studios.
  - No outdoor footwear should be worn in the Sports Hall or dance studios after training sessions & matches.
  - **Only studded footwear may be worn on the 3G pitch.**

#### 2.11 Food and Drink:

- Chewing gum is not permitted in any sports facility.
- Glass bottles are prohibited in any sports facility.
- Food and hot drinks are not permitted in the sports hall or gyms, or on the outside courts.

2.12 The Caretaker on duty, or some other person designated by the Headteacher of the school is responsible for overseeing the care of the premises.

### 3. Private Property

3.1 No responsibility can be accepted by the school for loss of, or damage to, any property, which may be brought onto the premises as a result of the hiring.

3.2 All hirers are advised to arrange insurance cover for personal accident and loss of or damage to equipment. The school cannot accept liability for loss or damage to personal property whilst on site.

3.3 Car parking is only permitted within the designated School Car Parks. Users of the Leisure Centre are required to use the Leisure Centre car park only. The school will not be responsible for any loss or damage arising from vehicles using the car park. Vehicles on site are at the owner's risk. However, the School assures its users that security measures, such as CCTV, are in place, although cannot guarantee full coverage of an incident.

### 4. Payment

4.1 When the booking is made, the Hirer shall pay 10% of the hire charge or £25 minimum by way of a deposit. This will not be returned in the event of a cancellation by the Hirer.

4.2 Payment of the balance of the full amount of the charge for the use of the accommodation and services shall be made no later than ten working days before the date on which the accommodation and services are to be used by the Hirer.

4.3 All payments for lettings must be paid on receipt of an invoice which will be raised monthly in advance. The preferred method of payment is by BACS transfer.

4.4 The school reserves the right to refuse any application or terminate the agreement at any time for non-payment.

#### 4.5 VAT

Hire charges will normally be subject to VAT, however exemption from VAT may be claimed by hirers who:

- are a properly constituted club, school, or association
- book ten or more sessions for the same sport or activity, each of which is no more than 14 days apart.

### 5. Installations and Use of Premises

5.1 The Hirer shall not permit any interference with the gas system, pipes, electric wiring, lights switches, network or other installations of the school without the previous consent of the school in writing.

5.2 No nails, screws, adhesive or adhesive tape shall be fixed to the floor, walls, ceilings or

any other part of the building nor shall any platform or other erection, or any decoration be put up without the previous consent of the school in writing.

- 5.3 The Hirer shall confine his/her activities to the accommodation and equipment hired, and is not to use any other part of the school except insofar, as is necessary for access purposes.
- 5.4 Users of premises must remember that the school is primarily intended for education and much trouble and work will be saved if the premises are treated with care and respect. Work and equipment must not be touched, and furniture moved only when necessary and replaced in its original position unless otherwise directed. Where every effort will be undertaken by the school in advance of, and following a hire, to move equipment, hirers wishing to move equipment may do so, provided it is returned to its exact position at the end of the hire.
- 5.5 The hire of a particular room will normally include the use of the furniture usually present in the room without further charge, but at the end of the let it is the Hirer's responsibility, under the direction of the site team or other representative of the school, to move the furniture back to its original position or to such a place as will facilitate cleaning, (usually this will mean stacking it to the side). Failure to do this may result in an extra charge for the additional time spent on cleaning.
- 5.6 Hirers must comply with the Barnwell School no-smoking policy. This also includes vaping.
- 5.7 No application will be granted for any purpose, which may jeopardize the insurance of the school.

## **6. Maximum Capacity**

- 6.1 The maximum capacity depends on factors such as size of the room and the number of fire exits. Capacities will be discussed with hirers on a case by case basis.
- 6.2 If additional seating is required, (subject to maximum capacity constraints), chairs may be brought in by the Hirer at his/her own expense. The school should be consulted about times of delivery and removal..

## **7. Usage of School Premises during school and Bank Holidays, and during exam periods**

- 7.1 No application for the use of the premises shall be granted for Bank Holidays and Public Holidays, except with the consent of the School Business Manager or Headteacher. Where consent is given, the use of the school premises will end by 10:00 pm. An extension of this may be approved in special circumstances and prior notice should be given.
- 7.2 The school reserves the right to close its facilities at certain times of the year, such as the Christmas and Easter holiday periods. During such periods the school will be closed and therefore unavailable for hire. This includes the Easter bank holiday weekend, and for a period encompassing Christmas and New Year. Wherever possible, hires will be notified in advance of other periods when the school and Leisure Centre are closed, such as for school events or maintenance work.
- 7.3 There may also be times when facilities are required to be closed for school exams, for the carrying out of planned repairs or enhancements to its facilities, or for safety reasons.

In such instances, hirers will be informed and if possible, an alternative venue arranged within the school. Due to periods of restricted use the provision of an alternative location cannot be guaranteed.

## **8. Termination**

- 8.1 If the school is required by prior arrangement or by law to provide accommodation for any person or purpose, the right is reserved to cancel at any time any conflicting arrangement for the hiring of any or all of the accommodation or services, even if the hiring has previously been confirmed by the school.
- 8.2 The school reserve the right to terminate any letting without notice where complaints are received as to the use of the premises by the Hirer.
- 8.3 The letting shall automatically be terminated by any breach of the conditions contained herein.
- 8.4 The school also reserves the right to terminate any letting at any time prior to, or during, the hiring where it is considered that the use of the premises is likely to occasion a risk of disorder or damage or injury to persons or property.
- 8.5 In the event of any cancellation or termination of a hire by the school for the reasons above or for any other reason (e.g. failure in the heating arrangements), a proportionate part of the payment, (or in the case of cancellation before the hire starts, the whole payment), representing the payment for the unexpired period of the letting shall be refunded to the Hirer. Any such refund shall be accepted in full satisfaction of any loss or damage caused by the cancellation and the school shall have no further liability in that respect.

## **9. Changes in Charges**

- 9.1 The school reserves the right to change the charges for use of the accommodation at any time prior to the hiring, including after the acceptance of the application form and 10% / £25 initial payment, after giving one month's notice in writing of their intention to do so. Once the school 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 the change, and any deposit paid shall be refunded.

## **10. Changes in Venue**

- 10.1 The school may at times request that a hirer moves to another location provided by the school. This is particularly relevant for hirers of the school hall or school gym which may become unavailable during exam periods and for school events, such as parent's evenings or school performances. If possible on such occasions, hirers will be relocated to the other school campus, or if space is available to the Leisure Centre. No additional charges will be levied on the hirer in the event of room changes.

## **11. Failure to Use Accommodation**

- 11.1 All cancellations by the hirer will be charged for unless 48 hours' notice is received in writing, or an alternative booking can be found. No charge will be made if the cancellation is initiated by the school for any reason.
- 11.2 In the event of the accommodation and/or services not being used by the hirer, or not used in full as booked, no money that has been paid shall be refunded apart from the

deposit, providing there are no damages.

## **12. Use and Times**

12.1 The school will provide sports facilities that are clean and tidy and where possible comply fully with Sport England and relevant governing body of sport dimensions and specifications

12.2 Barnwell school facilities are available at the following times:

- Indoor Usage Term Time: Monday to Friday, 17:30 to 22:00; Saturday and Sunday, 09:00 to 20:00.
- Indoor Usage School Holidays\*: Monday to Friday, 09:00 to 22:00; Saturday and Sunday, 09:00 to 20:00.
- Playing Field Usage Term Time: Monday to Friday, 17:00 to 20:00; Saturday, 10:00 to 20:00; Sunday, 10:00 to 16:00
- Playing Field Usage School Holidays\*: Monday to Saturday, 10:00 to 20:00; Sunday 10:00 to 16:00.
- 3G Usage: Monday to Friday, 08:30 to 19:00; Saturday, 10:00 to 15:00; Sundays and Bank Holidays, No Usage.

\* School holidays will include periods when the school is closed, such as Christmas and New Year, the Easter Weekend and bank holidays. At these times the school and its facilities may be shut, and therefore unavailable for hire. Hiring bodies will be informed in advance of periods when the school's facilities are not available for hire.

12.3 Subject to the provision by the relevant utility companies, the school will facilitate the supply and meet the costs of heat, light and water to its facilities for the duration of the hireperiod.

12.4 The Hirer shall not use the accommodation and/or services for any purpose or at times other than that specified on the application to hire form, and shall neither enter the premises before, nor leave them after, the booked times as stated on the application form. The booked time includes setting up and tidying away of equipment where necessary.

## **13. Copyright**

13.1 It is the responsibility of the hirer to ensure that he/she complies with all the requirements of the law referring to copyright (including returns to the Performing Rights Society)

## **14. Public Performances**

14.1 If the nature of the function for which the premises are used is the public performance of a play, music, dancing or any other activity for which a license is required, it is the hirer's responsibility to ensure that an appropriate license is secured, and its conditions complied with. The school may have taken out an annual license for public music and dancing, in which case a separate application is not required, but it is the hirer's responsibility to confirm that this is the case.

14.2 Forms of application for an Entertainment License may be obtained from Stevenage Borough Council offices, allowing 28 days' prior notice.

## **15. Alcoholic Drinks**

If alcoholic drinks are to be served at a function:

- 15.1 The Hirer must inform the school of this at the time of booking the accommodation, in order to gain the permission of the school.
- 15.2 The Hirer must also inform the local Chief Officer of Police at least one week before the event.
- 15.3 No person may be admitted after 10:30 pm.
- 15.4 Adequate supervision must be provided at both the main entrance and all other doors, including fire exits.
- 15.5 If alcoholic drinks are to be sold, it is the Hirer's responsibility to ensure that an appropriate license is obtained and that there is compliance with its conditions.
- 15.6 In order to obtain a Drinks License, the Hirer should either contact a Local Magistrate (giving at least 2 months' notice) or ask a Publican to obtain a license (giving at least 6 weeks' notice)
- 15.7 The Hirer's attention is particularly drawn to the legal prohibitions on supplying alcohol to persons under 18 years of age.

The school reserves the right to refuse or withdraw the granting of any request by a hirer regarding the serving of alcohol.

## **16. Use of Kitchen for Preparation of Meals**

- 16.1 It is advisable for the hirer to discuss their catering requirements directly with the school caterers before the letting.
- 16.2 The hirer's attention is drawn to the 'Guidelines for the Safe Preparation of Food LT03' which is available from the school.

## **17. Outside Equipment**

The hirer shall not use any loudspeaker system or other equipment outside the premises without having obtained the prior written consent of the school.

## **18. Race Relations Act 1976**

The hirer must:

- 18.1 Read the terms of Section 71 of the Race Relations Act 1976
- 18.2 Undertake to use their best endeavour to ensure nothing occurs during or in consequence of the hiring which would prejudice the school's obligations under Section 71 or other sections.
- 18.3 Be aware that the school reserves the right to refuse future applications if this undertaking above is not met.
- 18.4 "Section 71: Without prejudice to their obligation to comply with any other provision in this Act, it shall be the duty of every Local Authority to make appropriate arrangements with a view to securing that their functions are carried out with due regard to the need (a) to eliminate unlawful racial discrimination, and (b) to promote equality of opportunity, and good relations, between persons of different racial groups."

## **19. Child Protection**

- 19.1 If the booking relates to activities provided for juniors it will be necessary to return with your booking form a copy of your clubs Child Protection or safeguarding policy and details of DBS checks for all adult supervisors.

**Barnwell School reserves the right to cancel any lettings without notice that fail to comply with these Terms and Conditions of Use**



## Appendix C



### Hire Rates

Prices for lettings at Barnwell School are agreed annually in the Barnwell School Charging and Remissions Policy. Rates as at January 2023 are shown below.

Discounts are available for local charitable groups.

<b>Leisure Centre</b>	<b>Per hour</b>	<b>Proposed</b>
Sports Hall (Whole)	£45	£47
Sports Hall (Half)	£25	£26
Badminton	£9.50	£11
Dance Studio 1	£28	£29
Dance Studio 2	£28	£29
Conference Room	£15	£16
<b>Upper School Campus</b>	<b>Per hour</b>	
Main Hall	£30	£33
Gym	£25	£26
Dining Hall	£22	£23
Kitchen	£22	£25
Classroom	£17	£18
Post 16	£22	£23
<b>Middle School Campus</b>	<b>Per hour</b>	
Main Hall	£30	£33
Gym	£25	£26
Dining Hall	£22	£23
Kitchen	£22	£25
Classroom	£17	£18
Conservatory	£22	£23
<b>Outside Pitches</b>		
Adult Football/Rugby		
- With Changing	£75 Per match	£76 Per match
- Without Changing	£55 Per match	£56 Per match
Junior Football/Rugby		
- With Changing	£45 Per match	£46 Per match
- Without Changing	£25 Per match	£26 Per match
Hardcourt Pitches (full)		
- With Changing	£35 Per hour	£35 Per hour
- Without Changing	£15 Per hour	£15 Per hour
- Tennis per court		£12 Per hour
3G Pitch (Middle Campus)		
- Full size	£35 Per hour	£35 Per hour
- Half size training	£20 Per hour	£20 Per hour

These rates are reviewed each year and are subject to periodic benchmarking to other providers.