

Founded 1125

Reading School Lettings and Charges Policy

Responsibilities

Policy Owner: Dal Singh

Governors Committee Property and

Projects

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Responsibilities

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Health and Safety	

Forms Linked

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Staff that need to sign

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Policy Statement

In this document the term "Reading School" means the company incorporated and registered under the Companies Act 2006 and registered as an academy trust with the Charity Commission, and "the school" means Reading School. The terms "Governors" and "Governing Body" mean the company directors of Reading School being also the trustees of its academy trust. The "school's facilities" means those parts of the school site which are shown in the current version from time to time of the relevant schedules annexed to this policy.

It is the policy of the Governors to maximise the use of school site for the benefit of the local community without detriment to the core mission, values, reputation and premises of the school.

The Governors have resolved that groups and individuals may hire certain areas of the school's facilities, subject to availability and in accordance with the terms and conditions for hire as determined by the Governors.

The Governors have delegated the management of the hire of school facilities to the Headmaster who has established the following process for booking, payment and administration.

Lettings Procedures

Application to Hire

All lettings enquiries should to be made to the Community Relations Manager.

The Community Relations Manager will manage letting enquiries from initial enquiry, site visit, providing a quote and then confirming the booking. In the eventof a provisional booking, details will be entered into the school's booking platform, Bookings Plus which allows the client to confirm and pay for their booking.

Detailed terms and conditions are emailed to the hirer on confirmation of a booking and the hirer will be bound by them.

The school reserves the right to withdraw the facilities at short notice without recompense in the event of an emergency.

The school reserves the right to decline any applications at our absolute discretion, in particular where the organisation does not uphold the values of the school or reputational damage may occur.

Facilities available for hire and hire charges

During term times Reading School students have exclusive use of school facilities between 8am and 5.30pm Mondays to Fridays excluding bank holidays. School facilities other than the Boarding Houses may be sought for hire during term times between the hours of 5.30pm and 10pm on weekdays and between 9am and 5pm at weekends and on bank holidays.

Boarding Houses are for the exclusive use of Boarding students and staff at all times during term time.

Availability of school facilities out of term is at the discretion of the Community Relations Manager, taking account of other school and non-school events and repairs and maintenance.

A <u>schedule of facilities</u> available and hire charges in the school year is set out in the Appendix. These will be reviewed and approved annually by the Governors' Property and Projects Committee. The Community Relations Manager may adjust hire charges between reviews, as and when appropriate.

Payment

Regular lettings

Will be invoiced via Bookings Plus in advance and must be paid in order to confirm the booking.

Casual lettings

Will be invoiced via Bookings Plus in advance and must be paid in order to confirm the booking.

Deposit

A separate security deposit of 25% of the hire charge will be required in addition to the hire fee. This deposit will be refunded without interest within 28 days following completion of the hire period provided that the facilities have been left (in the reasonable opinion of the Community Relations Manager) in good order and have been properly cleaned and subject to any excess charges for overstaying the hire period. Excess charges and expenses which the school incurs to return the facilities to good order will be deducted from the deposit and any shortfall will be invoiced to the hirer for settlement within 30 days of the date of the invoice.

Where applicable, Value Added Tax is payable in addition to the hire fees and charges.

If full payment is not received by the due date the hire will be cancelled without recompense.

The Governors reserve the right to take whatever legal action they deem necessary to recover outstanding debts.

Cancellations

Cancellation by the Customer

The following applies when a customer has booked a facility and would like to cancel it.

All amounts retained reflect the costs incurred by Reading Schoolin booking, organising and preparing venues.

If you have to cancel your hire, the organiser must contact Reading School in writing, by emailing lettings@reading-school.co.uk prior to the hire. Your cancellation is not confirmed until you have received a confirmation email from a Reading School staff member.

Regular Venue Hire

If you cancel one or more of the sessions of your regular booking, the following charges apply:

- More than 7 days before your event = Full refund
- Up to & including 7 days before your event = Full booking costs retained
- If your entire regular booking is cancelled before the booking has started, your deposit will be retained

One-Off Bookings

If you cancel your one-off booking, the following charges apply:

- More than 7 days before your event = Deposit retained
- Up to & including 7 days before your event = Full booking cost retained

If you choose to end your event or leave the facility before your agreed booking period ends, unfortunately, this will not result in a refund.

Rearranged bookings

At the sole discretion of Reading School; if a cancellation has resulted in your deposit being retained, the deposit can be carried over to future bookings with Reading School.

Cancellation by Us

The following applies when a customer has booked a facility and Reading School need to cancel it.

Although we work as hard as possible to avoid cancellations, it is in the nature of regular bookings that school events, particularly exams, do come first. We endeavour to provide as much warning as possible about these cancellations (particularly annual exam 'seasons') both at the time of arranging and throughout the year. However, when cancellations occur, we recognise this is an inconvenience and do our best to address it or provide an alternative solution.

We aim to provide at least two weeks' notice. If notice is less than 7 days, we offer the following discounts:

- Up to, and including, 7 days before your event = 50% off a future session
- Less than 48 hours before your event = One free future session

NB: A customer will never have to pay for an event cancelled by Reading School

Safeguarding

The school is dedicated to ensuring the safeguarding of its pupils at all times. It is a requirement of hire that hirers abide by the schools' requirements in respect of safeguarding. Any failure from the hirer in this respect will result in the hire being terminated.

It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out space.

If there is a chance that those hiring the premises will come into contact with pupils, for example if the hire occurs during school hours, or when pupils may be present in the school (during after-school clubs or extra-curricular activities), we will ask for confirmation that the hirers have had the appropriate level of DBS check and evidence of this will be uploaded to the client section of Bookings Plus.

The hirer will be required to have appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide copies of these policies on request to the school.

The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact the school's Designated Safeguarding Lead by emailing safeguarding@reading-school.co.uk as soon as reasonably practicable.

The hirer understands that if our school receives an allegation relating to an incident where an individual or organisation is using our school premises for running an activity for children, we will follow our usual safeguarding procedures and inform our local authority designated officer (LADO).

Insurance

All external hirers must carry an appropriate level of insurance cover (currently £5m public liability).

Hirers shall upload a copy of their public liability insurance certificate during confirmation of their hire by using their client section on <u>Bookings Plus</u>. The booking in only confirmed via Bookings Plus by the client following payment.

Licences

The Hirer is responsible for obtaining any licences which may be necessary for the proposed event. The Hirer must provide the Community Relations Managerwith a copy of each licence at least seven days prior to the proposed hire date. The school reserves the right to cancel the hire if the appropriate licences have not been obtained.

The hirer will be responsible for obtaining a <u>temporary event licence from Reading Borough Council</u> if alcohol is to be sold on the premises as part of the hire. The maximum number of temporary event licences allowed per venue, under current regulations, is twelve per year and no event involving the sale of alcohol will be permitted once the maximum number has been reached. The Community Relations Managershall maintain a record of the number of temporary event licences used each year, as part of its management and regulatory obligations.

Smoking

Smoking is not permitted on any part of the school site.

Health and Safety

All users of the school site including hirers must comply with <u>Section 8 of the Health and Safety at Work, etc Act 1974</u>, which states that no person shall intentionally or recklessly interfere with or misuse anything which is provided in the interests of health, safety or welfare in pursuance of any of the relevant statutory provisions.

Responsibility for health and safety of all activities connected with the hire shall for the duration of the hire period be that of the person named as the hirer in the lettings agreement and shall include, where the hirer is a group or a body (corporate or otherwise), the person signing the letting agreement for or on behalf of the hirer.

Where school premises or facilities are being used out of normal school hours for a school-sponsored activity, the organisers of that activity whether or not one or more is a School employee will be treated as the hirer and shall familiarise themselves with and be bound by the terms of this policy.

Hirers will be provided with a copy of this policy together with the school's emergency evacuation policy on or before commencement of the hire.

Hirers shall ensure that they and their employees agents' contractors and others using the school facilities are familiar with these policies and made aware that they must comply with all safety directives of the school.

Hirers shall be responsible for ensuring that unless they have obtained the prior written consent of the Community Relations Managereither they nor their employees agents' contractors and others using the school facilities in connection with the hire:

- Introduce equipment for use on the school site;
- Alter fixed installations:
- Take any action that may create hazards for the persons using the site or the staff or pupils of the school.

Management of health and safety matters during the hire period is the responsibility of the school's Health and Safety Officerunder the supervision of the Chief Operating Officer. The Health and Safety Officeris authorised to take any necessary action to protect the school's interest during a letting.

Hirers shall comply with instructions given by the site controller to ensure that hirers and all others who use the school site conduct themselves and carry out their operations in such a manner that all statutory and advisory safety requirements are met at all times.

In the event of an emergency during the hire period, the hirer will be responsible for ensuring that the schools emergency evacuation procedures as relate to the persons on site in consequence of the hire are followed. A copy of the evacuation procedures will be issued to the hirer on or before the commencement of the hire, and these include contact information on the emergency procedure map.

The hirer is responsible for ensuring that all vehicles coming onto the school site in connection with the hire are parked with due attention to safety and access for other site users. Fire exits must be left unobstructed and clear access for emergency vehicles must be maintained at all times.

Security

Hirers may only access the designated room(s)/area(s) and MUST NOT attempt to access any other areas. Hirers MUST NOT access or seek to access confidential material or documents which are on the school premises. In the event that they inadvertently see any such material or documents, they should inform the Estate Bursar's Office of the circumstances.

Cleaning

All hirers are required to leave the school facilities used in connection with the hire in a clean and tidy state, unless they have agreed a post-hire clean which comes at an additional charge. An additional charge will be levied for cleaning and maintenance to return areas used to a full standard of safety and cleanliness.

Appendix

Schedule of Facilities for Hire and Hire Charges

Facilities available and hire charges

The following indoor facilities are available for hire.

Facility	Seated Capacity / Size	Per Hour	Half Day Max 5 hours	Full Day Max 10 hours
Big School	150-220	£70	£350.00	£575
Pofootory	250-300	£110.00	£500.00	£675.00
Refectory	(catering must be quoted separately)			
JuniorSchool	80-100	£55	£225.00	£420.00
Classroom	25	£35	£110.00	£210.00
Gymnasium	n/a	£40	£150.00	£280.00
Lecture Theatre	50	£40	£130.00	£220.00

The following outdoor sports facilities are also available, where the requirements of the school sporting calendar allow: -

Facility	Hire Period	Period Rate
* Cricket Square including use of cricket pavilion for changing	Per Full day	£150
* Rugby/Football Pitch	Per 90-minute game	£65
including use of cricket pavilion for changing	Per full day	£150

The premises must be vacated promptly at the end of the letting period. Otherwise, an additional charge will be made for every 15 minutes or portion thereof that the letting period is exceeded.

Any requirement for room set-up prior to or after the letting period will be charged at £10 per half hour.

VAT is payable on equipment. Items subject to VAT will be shown separately on invoices. Regular lettings where equipment is used may be exempt from VAT. Please contact the Estate Bursar for details.

Additional Costs

A charge of £20 per hour will be charged for any additional setting up and clearing up required by the hirer. If the room is not left in good order, any additional cleaning, and repair costs will be added to the hiring fee, and the hirer will be invoiced accordingly.

Discounts

The following discounts are available on non-residential facilities only: -

- Reading School Staff: 50% discount* to advertised rate, for non-profit making purposes only.
- **Community Groups and charities**: discount at discretion of Community Relations Manager.
- Old Redingensians: 30% discount* to advertised rate.

* Hirers will also be required to meet the cost of any staff overtime incurred in connection with the hire.

Residential Lettings

Depending on the School maintenance schedule and staff availability, Reading School may also be available for residential lets over the Easter Holidays, outside of Bank Holidays. Below are facilities and rates that may be available for lettings on application to the Estate Manager: -

Facility	Per Day	3 Nights/Days
Boarding Houses – accommodation only – maximum of 40 people per house	£1,500	£3,000
Catering	To be quoted according to requirements	To be quoted according to requirements
Big School (additional to residential letting)	To be quoted according to requirements	To be quoted according to requirements
Refectory	To be quoted according to requirements	To be quoted according to requirements
Junior School	To be quoted according to requirements	To be quoted according to requirements
Gymnasium	To be quoted according to requirements	To be quoted according to requirements
Classrooms	To be quoted according to requirement	To be quoted according to requirements

Terms & Conditions

1. Contract Terms

1.1. Reading School agree to hire out the Venue to you based on the terms in the <u>Lettings Policy</u>. These terms, together with your confirmation via Bookings Plus, constitute a contract between you and us ("Agreement") and must be read together with any other documents or policies explicitly referred to in these terms. Any other terms contained in any other document are excluded unless their inclusion is expressly agreed in writing.

1.2. In these terms:

- 1.2.1. "we" and "us" means Reading School (company number 07475515);
- 1.2.2. "BookingsPlus" means the online booking platform the hirer is requested to access by the Community Relations Manager; and
- 1.2.3. the "Venue" means Reading School and the facilities that we have agreed to hire out to you.

2. Accuracy of the Booking

You warrant that the information contained in Bookings Plus confirmation is correct, accurate and contains no errors or omissions. We reserve the right to cancel this Agreement without having to refund any costs incurred by you (including any deposit or damage deposit) if you are in breach of this warranty.

3. Cost of Hire

- 3.1. You shall pay to us the cost of hire together with the deposit both via BookingsPlus.
- 3.2. All invoices issued by us to you must be paid within 28 days of the date of the invoice. If you fail to settle the invoice in full within this time frame, you will pay interest on the overdue amount at the Statutory Rate.

4. Use of Venue

- 4.1. For the avoidance of doubt, you are being granted a non-exclusive, revocable licence to use the Venue as specified on Bookings Plus and in the Lettings Policy and this shall in no way be construed as a grant of a lease to you.
- 4.2. It is your responsibility to ensure that the Venue is suitable for your intended use. If you have any booking requirements which you think may affect the suitability of your use of the Venue you should discuss these with us before confirming the booking.
- 4.3. You shall not use the Venue for any other purpose other than that agreed with the Community Relations Manager. You shall not sub-hire or use the Venue or allow the venue to be used for any unlawful purpose or in any unlawful way, nor do anything or bring anything into the Venue which may endanger the same or render invalid any insurance policies of the Venue, nor allow the consumption of alcohol at the Venue without our prior written permission. If you are permitted alcohol by us at the Venue, you are responsible for complying with all licensing laws.
- 4.4. Smoking (including the use of e-cigarettes) is absolutely prohibited at the Venue. You must ensure that you and all other attendees do not smoke or use e-cigarettes in the Venue or in any other part of the school or grounds.
- 4.5. Neither you, nor your attendees are permitted to use any equipment at the Venue, unless otherwise agreed in writing. If you fail to comply with this provision, we reserve the right to make an extra charge and you will be liable in full for any damage to the equipment.
- 4.6. If either you or your attendees move any equipment you find at the Venue, you must return such equipment to its original position before leaving the Venue. If you fail to comply with this provision, we reserve the right to make an extra charge and you will be liable for any damage to the equipment, and for any injury to either you or your attendees, in full.
- 4.7. You shall ensure that any equipment you bring to the Venue to use at the Venue (including but not limited to sports equipment, catering equipment and electrical equipment) are safe and in good working order, are used in a safe manner and, where relevant, have been PAT tested in accordance with current safety testing requirements.

- 4.8. You shall not use any naked flames, gas cylinders or canisters, nor place any combustible materials adjacent to heat sources. Barbecues may not be used on site without prior and written consent from Reading School.
- 4.9. You must not make excessive noise whilst at the Venue.

5. Venue Security

- 5.1. We will make arrangements for the Venue to be opened and locked after your specific event. You agree to notify us as soon as you become aware that your specific event may, or will, start later or end earlier than specified on Bookings Plus.
- 5.2. You must ensure that adequate supervision is available at all times and ensure that no unauthorised persons are permitted to enter the Venue. You must adhere to all security and fire precaution measures of the Venue. If a fire is identified it is your responsibility to alert all relevant emergency services and us immediately, and to evacuate the Venue immediately in accordance with the Venue's policies.

6. Alterations

You must not make any alterations to the Venue or any other part of the building or grounds in which the Venue is contained without our prior written consent. This includes screwing or nailing anything to any part of the Venue, and fixing or taping anything to the floor of the Venue.

7. Licences

You shall be responsible for obtaining all licences and for completing any returns that may be required by the Performing Rights Society, Phonographic Performance Limited, The Copyright Licensing Agency Limited and all other bodies in connection with the hiring of the Venue for your specific use. You indemnify us against the consequences of your failure to do so.

8. Insurance

You must have adequate Public Liability Insurance in place for use of the Venue and you must produce up to date evidence of such insurance to us when requested by us. You must ensure that you have informed your Insurer that you are hiring a school facility.

9. Health and Safety

During your booking, you must comply with all relevant Health and Safety Regulations, including having in place an appropriate evacuation plan.

10. First Aid

You must provide your own trained first aid cover, suitable and sufficient to the number and age of attendees. Access to a telephone within the Venue is restricted. In the event of an emergency it is your responsibility to have in your possession a working, fully charged mobile phone to contact emergency services, next of kin or any other relevant persons or body.

11. Sale of Goods

- 11.1. Unless otherwise agreed, you must not use the Venue for any auction sale, trade, business or manufacture of goods.
- 11.2. You must not use the Venue for any illegal or immoral act or purpose.
- 11.3. We reserve the right to cancel this Agreement with immediate effect where such use is taking or is intended to take place without having to refund any costs incurred by you, to you (including any deposit or damage deposit).

12. Gaming, Betting and Lotteries

You shall ensure that nothing is done at or in relation to the Venue in contravention of the law relating to gaming, betting and lotteries.

13. Promotional Materials

- 13.1. You are responsible for all publicity and promotion of your event at the Venue.
- 13.2. Promotional Materials must not include promotion of alcohol, smoking or gambling.

- 13.3. You must not use our name or logos (or any affiliated organisation), in any promotional material relating to your event without our prior written permission (which may be conditional upon us approving the material in question before you use it).
- 13.4. Your hiring of the Venue does not constitute an endorsement by us of either you or the subject matter of your reason for hire of the Venue.

14. Food and Drink

- 14.1. Our school is a nut free zone
- 14.2. If you have discussed with the Community Relations Manager (and with their written permission) that you will be preparing, serving or selling food and/or drinks at the Venue, you must observe all relevant food and hygiene laws and regulations.
- 14.3. If you have discussed with the Community Relations Manager (and with their written permission) that you will be using your own caterers at the Venue during the event, you must ensure that the caterers comply with all relevant food and hygiene laws and regulations. You must also ensure that any leftover food and/or drinks and/or crockery and/or rubbish is removed from the Venue and the Venue is returned to the condition in which you found it on arrival at the Venue.

15. Children

You shall ensure that you have adequate and up to date child protection policies and procedures in place. You must also ensure that you and any and all other persons likely to have contact with the children and vulnerable adults have obtained enhanced Disclosure and Barring Service checks, and all other necessary checks, prior to the event taking place.

16. Prevent Duty

You shall not use the Venue for any purpose or event which does not uphold fundamental British Values, as defined within the Counter-Terrorism and Security Act 2015.

17. Animals

You shall not allow any animals, other than guide dogs (with prior notification), to be brought into the Venue without prior written consent from us.

18. End of Hire

- 18.1. You shall ensure that the Venue is vacated at the time specified on Bookings Plus under "end time". If you or any of your guests or attendees have not vacated the Venue or any other part of the building or grounds in which the Venue is contained, we reserve the right to make an additional charge.
- 18.2. You are responsible for leaving the Venue and any other part of the building or grounds in which the Venue is contained in a clean and tidy condition. You must ensure that the Venue is returned to the condition in which you found it on arrival at the Venue. If you fail to do this, we reserve the right to make an additional charge.

19. Termination

- 19.1. If applicable and without prejudice to clauses 19.2 and 19.3 below, this Agreement may be terminated in accordance with our cancellation policy.
- 19.2. For the avoidance of doubt, we retain the right, in our absolute discretion, to refuse or cancel a booking at any time if the reason for hire or subject matter to be discussed or promoted at the event is something to which the Venue itself would, or does, reasonably object to.
- 19.3. Either of us can terminate this Agreement if the other is the subject of a bankruptcy order (or the equivalent in any other jurisdiction) or the other becomes insolvent or makes any arrangement or composition with, or an assignment for the benefit of, its creditors or if any of its assets are the subject of any form of seizure. If either of us is a company, the other can terminate this Agreement if the company goes into liquidation, either voluntary or compulsory, or if a receiver or administrative receiver or administrator is appointed.

20. Liability

- 20.1. During the period of hire, you shall be responsible for all damages (including accidental damage), losses (including consequential losses), claims and costs arising out of your use of the Venue and you shall indemnify us from and against any damage (including accidental damage), expense, liability, loss suffered by the owner (including consequential loss), claim or proceedings arising out of the course of or caused as a result of the hiring of the Venue or a breach of the terms of hire. For the avoidance of doubt the owner shall be entitled to enforce this particular clause.
- 20.2. For the avoidance of doubt, you are entirely liable and responsible for both you and your attendees (and yours and their property) at all times whilst you are at the Venue and in any other part of the building or grounds in which the Venue is contained.
- 20.3. Nothing in this Agreement shall be construed as restricting or excluding our liability for death or personal injury resulting from our negligence or for fraud.
- 20.4. Our liability to you under this Agreement shall not exceed the amount paid by you for hiring the Venue for your specific event.

21. Force Majeure

We may cancel any Agreement if the Venue is, or if any part of the building or grounds in which the Venue is contained is, rendered unfit or becomes unavailable due to unforeseen circumstances. This includes, but is not limited to, Acts of God, fire, lightening, explosion, war, disorder, terrorism (actual or threatened), security reasons, school lockdown, flood, pandemic or epidemic, industrial disputes (whether or not involving our employees), failures or interruptions of electricity gas or water supplies, weather of exceptional severity or acts of local or central government or other authorities.

22. General

- 22.1. Any notice required or permitted to be given by either party to the other side under this agreement shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified under this provision to the party giving the notice.
- 22.2. No waiver or any amendment to these terms shall be effective unless in writing and signed by both you and us.
- 22.3. Apart from clause 20.1, a person who is not a party to these terms may not enforce any of them under the <u>Contracts (Rights of Third Parties) Act 1999</u>.
- 22.4. This Agreement shall be governed by the laws of England and we both agree to submit to the exclusive jurisdiction of the English Courts.