



LETTINGS INFORMATION Waterhouses Community Swimming Pool - 2021/22



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Waterhouses CE Primary Academy & Nursery

Terms and conditions for the hire of the school premises

All terms and conditions set out below must be adhered to. The “Hirer” shall be the person making the application for letting, and this person will be personally responsible for the payment of all fees or other sums due in respect of the letting.

Applications

All correspondence and applications for the hire must be made directly to the School. All applications are subject to approval by the Local Governing Body of the School, but subject to any direction given to them by the Multi Academy Trust (MAT). Lettings Agreements should be completed for all lettings or series of lettings and should be for a maximum of a year. If there are any alterations to regular lettings eg to times or days of use, then a new lettings pack must be completed. The Governors shall determine in advance the duration of a letting. The Local Governing Body reserves the right to refuse any application without stating reasons for so doing.

Hirer

The hirer must be over 18 years of age and shall be the person by whom the application form for the hiring is signed. Such person shall be responsible for the payment of the fees payable in respect of the hiring and for the observance and performance in all respects of the conditions and stipulations contained in the hire agreement. The premises will not be hired out to any organisation or group with an unlawful or extremist background. The hire agreement is personal to the hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of creating any tenancy between the school and the hirer.

Any adults working with the school’s children (for example, at an after school sports club) must be appropriately qualified. Sports coaches must follow approved guidelines for working in schools.

Legal requirements

Disclosure and Barring Service (DBS)

All adults involved in running an activity for young people (under the age of 18 years), need to have a criminal record check via the Government Agency Disclosure and Barring Service (DBS). Proof of this will be requested before authorising the letting of school facilities.

In addition, at the discretion of the Local Governing Body, any adult hiring the school facilities may be asked to complete a criminal record check via the Disclosure and Barring Service (DBS) at their own cost.

Child protection policy

Legislation requests for hirers to have a child protection policy to ensure that any young people (under the age of 18 years) who may participate in activities organised by the hirer are safeguarded. This does not include **individuals** hiring the facilities for a **private** function – ie children’s birthday party.

An example policy is in Appendix 1 which can be completed and must be signed up to by the hiring individual/organisation. This will need to be submitted with your application.

Priority of use

The main purpose of the school is to educate young people between the ages of 3 and 11 years. This means that some of the facilities are only available for limited periods of time. However with sufficient notice we will do our best to meet your needs. The Headteacher will resolve conflicting requests for the use of the premises, with priority at all times being given to school functions.

Capacity levels - swimming pool

Swimming pool - No more than forty swimmers are to be in the pool at any one time.

Attendance

The hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approval given.

Behaviour

The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises have been vacated.

Public safety

The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety) and for keeping clear all gangways, passages and exits. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct, and where applicable – the hirer must adhere to the correct adult / student ratios at all times. The Hirer should provide evidence eg a risk assessment, completing Appendix 3 Exchange of Hazards document, and Appendix 4 Fire & Emergency Evacuation Procedures document to demonstrate that public safety is being adhered to, in line with appropriate guidelines.

At least two qualified life savers are present for the duration of the letting and are on the poolside whilst swimmers are in the water. For this purpose qualified means:

for a programmed swimming session (eg. Lesson) the minimum qualification would be Royal Life Saving Society Rescue Test for teachers and coaches;

for an unprogrammed swimming session (eg. Party, public swim) the minimum qualification would be RLSS Pool Lifeguard Award;

in all cases the qualification must be current – within 2 years

For children's parties where responsible adults will be in the water with the children, only one lifeguard is required. Please see Note 5 on page 5.

A reasonable number of lookouts, in addition to the lifesaver, are present on the poolside whilst swimmers are in the water.

Proper supervision of all users is required and any activities which could endanger the safety of such users should not be allowed (eg. Horseplay in the pool).

Outdoor footwear should not be worn by persons on the poolside.

The person in charge of the activity will be shown the fire escape routes before the start of the letting.

Own risk and risk assessment

The hirer is responsible for everyone who is on the School's premises for the activities they are organising and, generally, for everyone who comes on to the parts of the School's premises which are under the hirers control at the stated times. The hirer is responsible for ensuring that they comply with all the terms of the hire agreement. It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk. The Local Governing Body reserves the right to receive a copy of the hirer's risk assessment if it is deemed necessary.

Food and drink

No food or drink may be prepared or consumed on the property without prior approval via the application, in line with current food hygiene regulations. All litter must be placed in bins provided or placed in appropriate black bin bags. This is the responsibility of the Hirer.

Intoxicating liquor

No intoxicants shall be brought on to or consumed on the premises without prior arrangement with the Headteacher. Where such consent is given hirer must comply with the Licensing Laws and provide evidence of such to the Local Governing Body.

Illegal substances No substances of this nature should be brought onto school premises. For the avoidance of doubt, school premises means all buildings and school grounds.

Smoking

The whole of the school premises is a non-smoking area, and smoking is not permitted.

Gaming

No gaming is allowed except in accordance with the conditions of the Gaming Act 1968, Section 41 when gaming is carried on at an entertainment promoted for raising money to be applied for purposes other than private gain.

Sub-letting

The Hirer shall not sub-let the premises to another person.

Review of Charges and Conditions of Letting

The Local Governing Body reserves the right to review and alter charges and conditions of the letting agreement as appropriate. Hire charges and the lettings agreement, as a minimum, will be reviewed annually and the current charges are set out on page 6 of this document. There shall be no variation to the conditions of hire made by the hirer without the express consent of the Local Governing Body.

Cancelling of Hiring by Local Governing Body

The right is reserved to cancel any hiring, without notice, where the Local Governing Body considers it necessary for any cause outside their control. The Governors reserve the right to close the school or swimming pool at any time owing to reasons of health and safety concern or mechanical failure. The school is not responsible for any costs incurred by the hirer if the letting is cancelled at short notice. All lettings charges will be refunded where applicable.

Cancellation or Postponement by Hirer

Hirers will be allowed to cancel or postpone such bookings. Refunds or fees payable are at the discretion of the Local Governing Body. It is the Hirer's responsibility to notify attendees in writing (where appropriate) of any changes in dates or venues at least a week in advance. Cancellation by the School as a result of the hirer giving false information on the application for hire form will render any deposit not refundable.

Security

The Local Governing Body will hire and pay for a person to be responsible for the security of the premises before and after the hire. This cost will be included in the charge for the letting. If no suitable person can be employed, then the letting will not be allowed. Only named key holders may operate the security system. Keys should not be passed on to any other person without the direct permission of the Local Governing Body at the school. The Hirer is responsible for the prevention of unauthorised entry to the premises for the duration of the letting.

Right of access

The Local Governing Body reserves the right of access to the premises during any letting. The Headteacher or members of the Local Governing Body may monitor activities from time to time.

Furniture and fittings

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any repairs required.

School equipment

This can only be used if requested on the initial application form, and if its use is approved by the Headteacher. Responsible adults must supervise the use of any equipment which is issued and ensure its safe return. The Hirer is liable for any damage, loss or theft of school equipment they are using, and for the equipment's safe and appropriate use.

Electrical equipment

Any electrical equipment brought by the Hirer on to the school site **MUST** comply with the QEGSMAT code of practice for portable electrical appliance equipment. Equipment must have a certificate of safety from a qualified electrical engineer. **The intention to use any electrical equipment must be notified on the application.**

Parking of Vehicles

The parking of vehicles on the school's property shall be permitted in approved areas only on condition that persons bringing such vehicles on to the premises do so at their own risk and that they accept responsibility for any damage to the school's property or injury to any person whether connected with the establishment or not, caused by such vehicles or their presence on the school's premises.

Toilet facilities

Access to the school's toilet facilities is included as part of the hire arrangements.

First aid facilities

There is no legal requirement for the school to provide first aid facilities for the hirer. It is the Hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. Use of the school's resources is not available.

Conclusion of the letting

The Hirer shall, at the end of the hire period, leave the premises in a tidy condition (condition at which it was found at the beginning of letting), all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional cost may be charged.

Vacation of premises

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. In the event of an emergency, occupants must leave the school by the nearest exit and assemble on the playground at the rear of the school.

The Hirer must have immediate access to participants' emergency contact details. In the event of an emergency there is no access to a telephone from the school so the Hirer should make necessary arrangements to ensure emergency contact can be made. Hirers are responsible for familiarising themselves with the emergency exits and must ensure that participants are aware of evacuation procedures.

Promotional literature/newsletters

A draft copy of any information to be distributed to participants or through the school must be sanctioned by the Headteacher a week prior to distribution by the Hirer.

Insurance

A Risk Protection Arrangement (RPA) is provided for academies and removes the need for individuals and organisations to obtain separate third party insurance cover which for certain groups of hirers may be expensive, relative to their limited finances. However, if the number and/or value of claims made by third parties across the MAT became sufficiently high, the Trustees of QEGSMAT may in the future insist upon hirers seeking their own insurance.

The arrangement provides unlimited cover for all sums the academy may become legally liable to pay (including claimants' costs and expenses) as damages in respect of accidental third party injury or third party property damage.

For Information:

If any other insurance covers the same loss, damage or liability, the RPA will not pay any amount covered by such insurance. Details of the RPA are available separately upon request.

Miscellaneous

The hiring body shall comply with such additional conditions as the Multi Academy Trust (MAT), Headteacher, or the Governors may require in writing, to be observed for a particular letting.

For regular bookings, this agreement will be reviewed annually.

Letting Charges for Academic Year 2021/22

Community Swimming Pool

Flat rate hourly hire cost £ 29.00 per hour (+ lifeguards fee - to be paid separately)

Lifeguard(s) Fee = £ 12.50 per hour lifeguard

Notes:

1. **Subject to VAT at standard rate if applicable.**
2. All hirers must agree to the conditions of hire printed overleaf and pay the full hire fee at least 4 weeks in advance of the use. This excludes late bookings where a deposit should be paid immediately to secure booking reservation.
3. Cheques must be made payable to **QEGSMAT**
4. Lettings which result in additional workload will be subject to a surcharge based on the amount of additional overtime worked by the relevant caretaking staff.
5. **Children's swimming parties – parents in the water, only one lifeguard is required. Children only in the water – two lifeguards required.**

Fees and Charges

Where the hire of the facility is a 'one off' then the hire fee shall be paid in full upon signing the Hire Agreement together with any returnable deposit required by the Local Governing Body. A series of lettings will be invoiced on a half termly basis and paid within twenty eight days.

VAT

In general, the letting of rooms for non-sporting activities is exempt of VAT, whereas sports lettings are subject to VAT (although there are exemptions under certain circumstances). From September 2017 no VAT will be charged, however we will advise you in writing should this circumstance change during this Academic year & HMRC require us to begin to charge VAT at the standard rate.

Cleaning Charge

At the swimming pool the cleaning is included in the price of the letting. It is a requirement that all facilities and rooms are left in a reasonable order and condition.

Please complete the enclosed documentation in order that we can cost your particular needs. Should you wish to visit the school to view the facilities before deciding, then please contact our school office on telephone number 01538 308356.



Lettings Application Form



To the Local Governing Body of Waterhouses CE Primary Academy & Nursery

I apply for the use of the Waterhouses Community Swimming Pool:

Date or Period From/To (see Appendix 2 lettings calendar dates 21/22)	Repeats Weekly	Day of the week	Organisation/Hirer and for what purpose	Times	
				From	To

- and I personally undertake:-**
1. To pay the letting charge including VAT if applicable.
 2. To agree to abide by the terms and conditions.
 3. To return this form no less than 14 days prior to the date of the requested letting. (One-off event hire)

Name of organisation:	
Your Name:	Position:
Agreed cost:	
Billing Contact:	
Telephone - Daytime:	Email:
Evening:	
Young people under 18 years of age involved? <input type="checkbox"/> Child Protection Policy & Proof of DBS attached <input type="checkbox"/>	OR The activities for which the letting is required, does not involve young people (under 18 years of age) and therefore a Child Protection Policy is not required. <input type="checkbox"/>
Evidence of public safety eg risk assessment has been enclosed? <input type="checkbox"/>	Numbers attending:
Details of any equipment to be used.	Equipment to be brought in by hirer:

*Public liability insurance is being provided through the academy's Risk Protection Arrangement (RPA). I can confirm that I have read the Insurance details in the Lettings Information and fully understand the nature of the cover provided.

OR

*Public liability insurance is NOT being provided through the academy's RPA. Therefore, I can confirm that I have arranged public liability insurance in the name of the individual / organisation hiring the school premises for a limit of indemnity of a least £2,000,000 and a copy of this will be made available to the academy before official confirmation of this booking.

I confirm that I am over 18 years of age, and that the information provided on this form is correct.

Signatures: **Date**
The Hirer

..... **Date**
Headteacher

Office use only:

Child Protection Policy seen and copied on file Yes / No / Not applicable

Are DBS checks required and proof provided? Yes / No

Public Liability Insurance certificate seen and copied on file Yes / No / Not applicable

Document re evidence of public safety measures eg risk assessment, hazards exchange document, & fire & emergency evacuation procedures? Yes / No

Date fully completed application received:

Application Approved: Yes / No Approved by:

Original – retain on school file

Copy – to hirer

Appendix 1

Child Protection Policy - Policy statement

NAME OF ORGANISATION is fully committed to safeguarding the welfare of all the children and young people by taking all reasonable steps to protect them from significant harm. Staff and volunteers will, at all times, show respect and understanding for their rights, safety and welfare of children and young people, and conduct themselves in a way that reflects the principles of **NAME OF ORGANISATION**. A child or young person is defined as anyone under the age of 18.

We do this by

- making sure all our committee members / staff and volunteers are carefully selected, trained and supervised
- assessing all risks that children and young people come across and taking steps to minimise and manage them.
- Letting parents, children and young people know how to voice concerns or how to complain about anything they may not be happy with.
- Giving parents, children, young people, staff and volunteers information about what we do and what can be expected of us.

This policy statement applies to all committee members / staff and volunteers of **NAME OF ORGANISATION**.

NAME OF ORGANISATION will share this policy with the children and young people we work with, their parents or carers and any other appropriate parties.

Children in need and children in need of protection

Parents/carers will normally be consulted and their consent obtained before any referral is made to an agency. However, staff cannot guarantee to consult parents first, or to keep children's concerns confidential, if referral must be made to the appropriate agencies in order to safeguard the child's welfare.

If staff have significant concerns about any child which **may** indicate:

- physical abuse
- emotional abuse
- sexual abuse or
- neglect

They are **required** to discuss them with the agencies responsible for investigation and child protection.

Staff who observe injuries which appear to be non-accidental, or who are told anything significant by a child, **must** report their concerns to the designated officer. Staff do not, however, carry out investigations into whether children have been abused. That is a matter for the specialist agencies.

Guidelines for all staff and volunteers:

Attitude

We will be committed to treating children and young people with respect and dignity. Always listening to what a child or young person is saying. Encouraging and praising each child or young person.

By example

We will go about our work setting an example, which we would wish others to follow. Use appropriate language and challenge any inappropriate language used by a young person or child or an adult working with young people. We will respect a young person's right to privacy.

One to one contact

In the unlikely event of having to meet with an individual child or young person we will make every effort to keep this meeting as open as possible and, if privacy is needed, ensure that other staff are informed of the meeting and its whereabouts. Such meetings are not recommended as they are open to misinterpretation.

Physical contact

We will never engage in sexually provocative or rough physical games, including horseplay or do things of a personal nature for a child or young person that they can do for themselves. If such a request arises, written authorisation required from a parent/carer, and a second adult present will be required.

Relationships

Staff and volunteers who are involved in relationships with other members of staff or volunteers should ensure that their personal relationships do not affect their role within **NAME OF ORGANISATION** or the work it does.

Recruitment

All staff and volunteers will be carefully recruited and selected for their role. All proof of qualifications will be sought and each and every member of the **NAME OF ORGANISATION** will be checked via the Disclosure and Barring Service before working with children or young people.

General – staff and volunteers should:

- Be aware that someone might misinterpret their actions no matter how well intentioned.
- Never draw conclusions about others without checking the facts
- Never allow themselves to be drawn into inappropriate attention-seeking situations such as tantrums or crushes.
- Never exaggerate or trivialise child abuse issues or make suggestive remarks or gestures about, or to a child or young person, even in fun.
- Take a child or young person seriously if they seek help from a member of staff.

Our Designated Safeguarding Lead is

Should you wish to make a complaint you can either speak direct or put it in writing to:

.....

Adopted by: **(name of organisation)**

Date: **Review Date:**