



Pool Lettings Policy

Agreed by Governors on 23.01.17

Signed by Chair of Governors: Sally Birkbeck

Sally Birkbeck

Statutory Policy No

Review due: Annually (particularly hire charges)

Document History

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25 th June 2012	Revised charges
Summer 2013	POLICY REVIEW DUE
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Next Review Due	01.01.18

1. Introduction

This document sets out the Pool Lettings policy and the terms and conditions under which a letting of the Pool may be agreed.

The Governing Body recognises the role of the school within the community and welcomes the use of the School's premises, including the Pool for a variety of community, leisure and commercial purposes.

Use of the Pool by the school, or on behalf of the school is not subject to the charging elements of this policy.

A copy of this policy, which includes the booking conditions, will be sent with the application form to the Hirer when the initial enquiry is made.

2. Categories of Lettings

The use of the school premises is divided into the following three categories:

- i. Community and Leisure Learning (e.g. adult education by a local community group and Bradford Council ran schools)
- ii. Public bodies (e.g. Bradford Council departments, Academies and Free Schools, the NHS Bradford District Care Trust)
- iii. Commercial (e.g. any private sector organisation)

3. Availability of the Pool

The Pool is available for hire unless required by the school. The Pool is currently timetabled for use during term time, Monday to Friday from 9:30am to 11:45am and from 1:15pm to 2:45pm. A letting will be considered outside these times, including weekends, evenings and school holidays, however no letting will be agreed for bank or public holidays.

4. Charges

The Governing Body reserves the right to make a charge for the use of the Pool. The Charge will vary according to the category of the letting as laid out under heading 12 Hourly Charges. Please note additional safe guarding charges will be made if the pool is hired during school times when the school pupils are on site. See Heading 8. section 20 and 21.

For the purpose of safeguarding Delius Special School pupils the swimming pool will not be hired to commercial bodies when the school is open to pupils.

5. VAT

VAT is normally chargeable only on lettings of sports facilities (a concession may be available from H.M. Revenue & Customs if certain conditions are met). Before agreeing to any letting where there is possibility that VAT should be levied guidance will be sought from:

Principal Taxation Advisor,
City of Bradford Metropolitan District Council,
Department of Corporate Services
Financial Services
5th Floor, Britannia House
Hall Ings
Bradford
BD1 1HX

6. Application Procedures

The school recommends that **before** making an application for hire, a visit be made to the school to confirm the suitability of the facilities provided. Visits can be arranged by contacting the Business Manager on 01274 666472.

The following process is to be followed for any proposed letting;

- a. An Application to hire form, available from the school, should be submitted to the Business Manager at least four working weeks before the first day of the proposed letting. In the case of block bookings, six working weeks' notice should be given. This prior to letting notice period is required to ensure safe guarding checks are in place before the letting commences, and any pre letting meetings and paperwork requirements can be completed.

The person signing the form will be considered to be the Hirer. The Hirer will be required to return a signed copy of the completed form to the school before a booking can be accepted.

The acceptance of the booking by the school will be confirmed to the Hirer by the return of a copy of the Application To Hire form signed on behalf of the school by the Head teacher, Deputy Head teacher or Business Manager.

- b. All applications will be considered on their merits, taking into consideration the suitability of the activity. The Governing Body reserves the right to:
 - Refuse applications without giving a reason.
 - Have a representative present at any function. If this is deemed necessary for safeguarding the school property or reputation, a charge may be made.
 - Terminate any activity not properly conducted
 - Refuse any applicants and members of their teams for safe guarding reasons. See Heading 8. Section 20 and 21.
 - The cost of the letting will be invoiced by the school to the Hirer following the letting and must be paid within seven calendar days. Long term booking are normally invoiced on a half term basis.

CONDITIONS OF USE

7. Security of the school site

Access to the school site is via the barrier-controlled entrance off Barkerend Road. During school hours (term-time 08.00am – 4:00pm) access through the barrier can be requested by pressing the button at the barrier marked 'Delius' and speaking with a member of the school staff. For access outside of these hours the Hirer will be provided with specific arrangements before their first day of letting.

Entrance to the school building will be via the main school entrance door, which will be opened by the school at an agreed time. A security 'Swipe Card' that allows passage through internal access-controlled doors may be issued to the Hirer at the commencement of the letting, if appropriate. A replacement charge for the Swipe Card is £25.

It will be the responsibility of the Hirer to ensure that the school premises are secure during the time they are in use, i.e. to ensure that the main school entrance door is closed when all members of the group are inside the building this must be written into the hirers risk assessment. 'Losses' of the fob or swipe card must be reported immediately to school as this poses both a security & safeguarding risk.

The Hirer must provide a member of their staff to be a receptionist to ensure safe transition of pool users to and from the pool area.

For security reasons, no school keys will be available to the Hirer.

For the duration of the letting a representative from the school will remain on the school site.

The Hirer and any persons visiting the school in connection with activities arranged by the Hirer will have due

regard for the confidential nature of business around school. All hirers and organisers/staff connected to the 'Hirer' will be asked to complete a Delius Special School ICT and Communications Systems and Safe Internet Usage disclaimer before the hire can commence.

The school reserves the right to make a charge in the event that any security 'swipe cards' are not returned to the schools representative at the end of the letting period.

A H&S induction including simulated fire evacuation will be held with the Hirer prior to the letting and managed by the Business Manager. In the event of long term bookings an annual review of the school letting form and refreshment of H&S procedures and document checks will be managed by the Business Manager.

The school will monitor and evaluate the Hirers activities. The school reserves the right to make changes to the Hirers H&S procedures at any time and will need full access to those procedures if requested.

8. Security and use of the Pool

1. The Hirer will be responsible for the proper use of the Pool and must take all reasonable precautions to ensure that there is no damage to the fabric of the pool and its fittings, including the pool changing area and associated hygiene rooms. The Hirer will be responsible for making good any damage caused. Any precautions required to ensure the users' safety when using the Pool are the responsibility of the Hirer. This includes, for example, the provision of appropriate risk assessments. In all cases, the Hirer must ensure that risks associated with the activity are properly controlled throughout the hire period and that the premises are returned to the control of the school in a clean and satisfactory condition. Lockers are available in the pool change area and are free to use. School takes no responsibility for any personal belongs, all belonging are left at the individual's risk.
2. The Hirer will ensure that suitable trained personnel (e.g. NARS certificated) are present at the poolside for the duration of the letting. The school will need to see and be satisfied with the certification prior to the commencement of the letting and the certificates will be checked annually.
3. The Hirer will be responsible for informing School of any changes of staff where possible at least 3 days in advance of the next hire session. The new member of staff must be familiar with all documents provided to the hirer in relation to using the facilities. The new member of staff must attend their first session 15 minutes early to allow time for school staff to go through the safety procedures. All staff must have met the DBS requirements before they can attend a session if Delius pupils are on site. See section 20 and 21.
4. The Hirer will be responsible for ensuring that an adequate pool user to supervisor ratio is maintained at all times. No life guarding personnel will be available from the school staff.
5. The Hirer is advised that they cannot rely on the school's risk assessments for any activities carried out during the letting and must complete their own risk assessments, a copy of which must be held by the school before commencement of the activity. School must agree the hirer's risk assessment.
6. Users should acquaint themselves with the Fire and Safety regulations and procedures relating to the Pool. It is the responsibility of the Hirer to provide first aid equipment and trained personnel. They must also carry out their own fire & evacuation drills and organise their own fire & evacuation procedure. In the case of regular booking a yearly simulated fire evacuation drill with the hirer/hirers staff will be managed by the Business Manager.
7. The fire exits from the Pool Hall and pool change areas must not be obstructed or locked during the hiring.
8. The Hirer and any visiting persons must use only that area of the building hired and must observe any instructions given by the school concerning the area available. Any furniture or equipment moved by the Hirer should be returned to its original position at the end of each session.

9. Toilets are available in the pool changing area and adjacent to the pool office.
10. The Hirer is responsible for ensuring that good order is kept in the Pool, and that the Pool, changing area and hygiene rooms are left in a clean and tidy condition.
11. The Hirer will be responsible for ensuring that the group has adequate insurance appropriate to the activities organized. Documented evidence of this must be supplied to school before the first day of hire and will be checked on an annual basis.
12. The school reserves the right to levy an additional charge to cover:
 - Administration charges for school to produce pre hire paperwork and attend pre hire meetings may be charged at the relevant staff hourly rate.
 - Any additional cleaning that may be required after an event
 - The cost of repair of damage to the school fabric or equipment
 - Cost of replacement of any items of school equipment if uneconomical to repair
13. Telephones within the pool area and any additional emergency telephones issued are for emergency use only.
14. Under no circumstances are alcoholic drinks are to be sold or consumed on the premises.
15. No food is to be consumed at the pool side or in the pool change area.
16. Smoking is **not** permitted anywhere in the school building or grounds, including the car park.
17. Animals, other than Guide Dogs, are not permitted anywhere on the school premises. This is purely on grounds of hygiene.
18. The Hirer will not be permitted to access the Pool Plant Room. Maintenance of the Pool, including the testing of the pool water will be carried out by the school's trained personnel.
19. The Hirer will immediately make the school Caretaker or another school staff member aware in the event of any contamination of the pool water or the pool side area.
20. The hirer is responsible for ensuring proper safeguarding & DSB procedures follow school requirements. If the hire session is during school times when Delius Special School Pupils are on site, the hirer and/or any members of staff attending the session (or may attend the session in the case of covering absence) will be charged the full cost for school to complete an enhanced DBS (Disclosure and barring service) check and be expected to register on the update service. All DBS requirements must be met before the hire can commence. Following this process makes DBS enclosures portable and renewal should not be required for any person with a 'Portable' DBS unless circumstances arise that raise concern. Hirers must give permission for school to annually check the status of their portable DBS.

Hirers can use the facilities when pupils are on site if they already have a DBS check in place and fulfill the DBS requirements in line with the schools policy for new staff with an existing DBS check in place. The Hirers and their staff must meet all the requirements that make the existing check portable. A copy of the school DBS policy is available from school on request.
21. If the 'hire session' is not during school times and no Delius Special School Pupils are on site, a DBS disclosure is not required. However the hirer and their visitors must have due regard for the confidential nature of business around school. Requests for information about any concern that would be disclosed in a DBS check, which might affect their access to the school, will be asked for before

access to the school is agreed. This will be recorded on a criminal background form and included in the risk assessment. No access to confidential/sensitive information will be allowed and this will be detailed in the risk assessment.

22. School will monitor & evaluate the hirer's activities. The school reserves the right to make changes to the hirer's health and safety procedures at any time and will need full access to those procedures if requested.

9. In the event of an accident, incident, fire or 'near miss'

In the event of an accident to a member of the Hirer's group, the school will provide the Hirer with an Accident form that must be completed as soon as possible after the accident and passed to the school's representative on site.

The school will expect that the Hirer conducts an investigation, reviews any risk assessment for the activity and makes the school aware of the findings, before the activity can be repeated in any subsequent letting.

In the event of fire

A member of staff will immediately call the Fire and Rescue Service.

All users will evacuate the building via the nearest fire exit and muster at the designated assembly point.

Users must not re-enter the building until the 'all clear' has been given. The Fire Service will give this.

A copy of the Emergency Operating Plan which includes the full fire escape procedure will be given to the Hirer before the hire sessions commence.

10. Insurance

The Hirer will be entirely responsible for the proper use of facilities and must take all reasonable precautions to ensure that there is no damage to the fabric of the building, furniture and fittings or any school equipment.

The Hirer shall indemnify the school when signing the application form against any claim for bodily injury or loss or damage to property (real or personal) whether belonging to the school, or to any other person, if the said loss, damage or injury is either caused by the negligence of the user or by the negligence of any other person using the premises hired with the permission of the Hirer.

11. Cancellations

- a) By the Hirer

Cancellations should be made in writing at least 24 hours before the proposed letting. In the event of a cancellation being made at the appropriate time, the school will credit the Hirer for a booking the following term, if applicable.

- b) By the School

If the school finds it necessary to cancel a booking, as much notice as possible will be given, generally not less than 24 hours. The school will accept no liability in respect of commitments incurred by the Hirer due to such cancellations.

12. Charges

The following table shows the current hourly/daily charges that the school reserves the right to levy.

	School Use	Community use	Public bodies	Commercial
Week day Hourly swimming pool hire	£25	£35	£40	£50
Saturday Hourly swimming pool hire	£46	£56	£61	£71
Sunday Hire	£53	£63	£68	£78
Use of Schools Equipment	-	Charge TBC depending on resources used	Charge TBC depending on resources used	Charge TBC depending on resources used
Administration Charge	-	Charge TBC depending on complexity of 'Hire'	Charge TBC depending on complexity of 'Hire'	Charge TBC depending on complexity of 'Hire'
Enhanced Disclosure and Barring Certificate	-	£60	£60	£60
Long term bookings	-	Daily rates are negotiable	Daily rates are negotiable	Daily rates are negotiable

Notes

1. A weekend & out of hours supplement may be added to the total hourly charge for all categories of letting to cover the additional cost of cleaning incurred by the school outside the standard school week. The amount of the weekend/out of hours supplement for each category is;
 - School use £15
 - Community use £15
 - Public bodies £15
 - Commercial £15

Charges will be levied on the basis of full hours, rounded up to the next hour, irrespective of the actual duration of the letting. During normal school hours this will include 15 minutes change time before and after the session.

2. If required and subject to the school's prior requirements, the school has trained NARS certificated personnel who may be available to attend at poolside during a letting. The costs for this will be agreed before any letting.