



## USER INFORMATION

**PEAK SCHOOL  
HYDROTHERAPY POOL**



## **HYDROTHERAPY POOL - LETTINGS POLICY**

### **1. Introduction**

Routine control of school lettings is the responsibility of the Headteacher who is authorised to negotiate fees within the limits determined from time to time by the Governing Board.

The Governing Board regards the school buildings and grounds (which are owned by Derbyshire County Council) as a community asset and will make every reasonable effort to enable them to be used as much as possible.

However, the overriding aim of the Governing Board is to support the school in providing the best possible education for its pupils, the promotion of equality of opportunity and the community cohesion of the local area. Any lettings of the premises to outside organisations will be considered with this in mind.

### **2. Definition of a letting**

A letting may be defined as:

“Any use of the school buildings and ground by parties other than the school and its partners. This may be a community group, or a commercial organisation”.

### **3. Priority for lettings**

The Governing Board is mindful of the needs in the local area and has carried out an assessment of local needs. This information has been used to assess the priorities for lettings.

The following lettings are especially encouraged:

- Lettings to people with a disability
- Lettings to parents attached to the school
- Lettings to people living in the school's local community
- Lettings to parent support groups

The following activities are not considered to be appropriate for lettings as they are either well provided for in the local area; are not deemed to be compatible with the ethos of the school or are not able to be accommodated within the schools facilities.

- Commercial activities with little potential to generate income or support for the school
- Events selling alcohol
- Activities promoting gambling

#### **4. Types of lettings**

The Governing Board has agreed to define pool hire lettings under the following categories:

- A.** Not-for-profit lettings for activities for pupils or their parents and carers that provide *educational benefit* to pupils, social care, health or community based lettings which are made on the basis of full cost recovery.
- B.** Commercial lettings will be charged on a cost plus an income margin for the school. This charge will depend on the nature of the commercial activity (local business etc..)
- C.** Individual use – will be charged if an individual is using the pool and sharing facilities with other users / groups.

#### **5. Charges**

The Governing Board is responsible for setting charges for the hire / use of the hydrotherapy pool and facilities.

The scale of charges will be reviewed annually by the Governing Board for implementation from the beginning of the financial year. Details of current charges will be provided in advance of any letting being agreed.

For the purpose of charging, the Headteacher and School Business Manager are empowered to determine to which group any particular individual or organisation belongs. They are also able to offer any discounts or agree a subsidy for any lettings, as they deem appropriate. The basis of charging will be determined by the purpose for which a letting is arranged.

The school is constrained by law to apply value added tax to all transactions where this is appropriate.

**The minimum hire period for the hydrotherapy pool and facilities will be one hour. This normally equates to ½ hour of pool time, plus changing periods.**

The school reserves the right to require a deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition necessitating their incurring additional cost for cleaning, caretaking or other expenses.

The school will seek to recover any cost incurred by the school that are unavoidable and result directly from the cancellation of a letting. The timescale and charges for cancellations are set out in the Terms and Conditions of use.

## **6. Conduct of users**

This is set out in the **Terms and Conditions for use** of school premises.

## **7. Security**

The Headteacher has delegated authority to determine the security risk for each letting and will be responsible for allocating a continuous security presence or other control measure.

## **8. Considering applications for lettings**

Organisations seeking to hire the hydrotherapy pool should approach the Headteacher or School Business Manager; details of charges and conditions of use will be given.

An Initial Request Form, a copy of which is attached to this document, should be completed at this stage.

The Headteacher and the Hydropool Committee of the Governing Board will decide on the application with consideration to:

- the priorities for lettings agreed by Governors and set out in the schools lettings policy
- the availability of the facilities and staff
- the schools equal opportunities, health and safety, child protection policies
- the health and safety considerations such as numbers of users, type of activity, qualifications of instructors etc.

## **9. Issuing a lettings contract**

Once a letting has been approved, a letter of confirmation will be sent to the hirer, enclosing a copy of the terms and conditions and the Lettings Contract.

The Lettings Contract should then be signed and returned to the school. The school shall be in receipt of these signed copies before a letting takes place, together with copies of appropriate insurance cover and a lifeguard certificate if necessary.

The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the Governing Board's current scale of charges.

The Headteacher on behalf of the Governing Board has the right to refuse an application, and no letting will be regarded as "booked" until approval has been given in writing. The reason for refusal will be recorded on the bottom of the application for lettings form and fully explained to the enquirer.

## 10. Prior to the first session

Prior to the first session the hirer must meet with the pool manager to ensure that all arrangements, conditions and health and safety requirements are understood. If they are hiring the pool out of school hours they must also have read and signed a copy of the **Pool Safety Operating Procedures**. They must provide contact details and confirm information regarding life-guarding responsibilities.