



LETTINGS POLICY

1. ADOPTION

The Hub Advisory Board 3 at Coombe Dean have adopted the lettings policy set out below.

2. INTRODUCTION

The Hub Advisory Board 3 (HAB3) will make every reasonable effort to ensure the school building and grounds are available for community use. However, the overriding aim of the HAB3 is to support the school in providing the best possible education for its pupils. Any lettings of the premises to outside organisations will be considered.

2.1 DEFINITION OF A LETTING

A letting may be defined as 'any use of the school premises by either a community group or a commercial organisation', regardless of whether a letting fee is charged. It must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

2.2 CHARGES FOR A LETTING

The school SLT are responsible for setting the charges for the letting of the school premises, as set out in the approved scale of lettings charges (Appendix A).

3. APPLYING TO USE THE SCHOOL

Applying to use the school premises should be made to:

- The Operations Manager for Main school lettings (classrooms, New Hall etc)
- The Sports Community Manager for all sport related lettings

The Letting Agreement should be filled in at least 21 days before the event.

The Operations Manager will resolve any conflicting requests for the use of the premises, with school functions always receiving priority.

The Operations Manager is responsible for the management of lettings, in accordance with the school's policy, but the Headteacher retains overall responsibility.

If the Operations Manager /Headteacher has any concern about the appropriateness of a particular request for a letting, they will consult the Chair of the HAB3, who has the authority to determine the issue on behalf of the HAB3.

The HAB3 has the right to refuse an application and no letting should be regarded as 'booked' until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been confirmed in writing.

4. LETTING AGREEMENT

Once a letting has been approved, a letter will be sent to the Hirer, confirming the details of the letting, along with a copy of the terms and conditions (Appendix B) and the letting agreement (Appendix C).

The letting agreement needs to be signed and returned to the school before the letting can take place. It should be signed by a named individual and the agreement should be in their name, giving their permanent private address.

The named individual applying to hire the premises will be invoiced for the cost of the letting.

All letting fees will be paid into the school's bank account to offset the costs of services, staffing etc.

4.1 TERMINATION OF LETTING AGREEMENT

The Headteacher, or the Chairman of the HAB3, has the immediate power to terminate any letting agreement relating to the hire of the school premises, in accordance with the terms and conditions of the model agreement attached.

5. SAFEGUARDING

The Hirer shall ensure that where a hiring involves activities aimed predominantly at children, and/or the activity is positively supported by the school for the attendance of children, they have appropriate safeguarding policies and procedures in place and that they, themselves, and those persons likely to have contact with children, have been subject to Enhanced Disclosure and Barring Service checks. The school requires the Safeguarding Checks for Use of School Premises for Non-School Activities form to be completed (Appendix D).

The HAB3 members reserve the right to require the Hirer to produce evidence that enhanced DBS checks have been carried out on all persons and to review safeguarding policies and procedures and to impose any additional requirement they consider appropriate in connection with the hiring. If for any reason the HAB3 members are not satisfied, then they reserve the right to cancel any hiring and there shall be no liability to the Hirer other than to refund any hiring fee or deposit paid. The latest guidance can be found at:

[Keeping children safe in education 2023 \(publishing.service.gov.uk\)](https://www.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/101311/keeping-children-safe-in-education-2023.pdf) see Para 155.

Coombe Dean Appendix A

Approved Scale of Lettings Charges

Facility	Price *	
Artificial Turf Pitch		
Adult Full Pitch - 55 minutes	£ 38.00	
Junior Full Pitch – 55 minutes	£ 29.00	
½ Pitch - 55 minutes	£25.00	
Sports Hall		
Whole Hall - 55 minutes	£ 27.00	
Half Hall - 55 minutes	£ 19.00	
Badminton Court - 55 minutes	£ 9.50	
Gymnasium		
Hall Hire - 55 minutes	£ 19.00	
Badminton Court - 55 minutes	£ 9.50	
Table Tennis	£ 9.50	
Fields		
Football Pitch / Rugby Pitch – 120 minutes	£30.00	
Netball – 55 minutes	£14.00	
Tennis Court – 55 minutes	£14.00	
Outside courts as an enclosed space not set up	£30.00	
Fitness Suite		
	18 And over	16-17
Pay per session	£4.00	£3.00
Monthly pass (no contract or joining fee)	£12.00	£9.00
3 monthly pass (no contract or joining fee)	£31.00	£22.00
Annual 12 month pass (no contract or joining fee)	£120.00	£90.00
Conference & Meeting Facilities		
Classroom (Price and availability on request)		
New Hall (Price and availability on request)		
Storage of Equipment		
Storage of club equipment (Price and availability on request)		

** For those who do not qualify for VAT exemption, a charge of 20% will be added to all facility bookings of under 10 sessions*

Terms & Conditions of Hire

1 Interpretation

The definitions and rules of interpretation in this clause apply in this agreement.

Academy	means [name], part of the Westcountry Schools Trust;
Agreement	means the agreement for the hire of Academy Premises/Facilities entered into between the Academy and the Hirer subject to these Conditions of Hire;
Event	means a booking which involves a large number of site users for which the Academy determines extra costs must be incurred in order to accept the booking;
Hirer	means the organisation of individual hiring the Premises/Facilities
Lettings Supervisor	means the nominated representative of the Academy duly authorised by the Headteacher to act on her behalf with regard to the Agreement;
Premises/Facilities	means the premises or facilities being made available by the Academy for use by the Hirer;
VAT	means value added tax chargeable under English law for the time being and any similar additional tax.

- 1.1 Clause, schedule and paragraph headings shall not affect the interpretation of these Conditions of Hire.
- 1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's permitted assigns.
- 1.3 The schedules form part of these Conditions of Hire. Any reference to these Conditions of Hire includes the schedules.
- 1.4 Words in the singular shall include the plural and vice versa.
- 1.5 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.6 Where the words **include(s)**, **including** or **in particular** are used in these Conditions of Hire, they are deemed to have the words **without limitation** following them. Where the context permits, the words **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.

2 Applications for Hire of the Premises/Facilities

- 2.1 All bookings should be made using [the website/the enclosed booking form], including any pre booking queries or messages in the first instance.

- 2.2 In respect of reoccurring bookings, the Hirer may request and the Academy, at its absolute discretion may agree to receive monthly payments in respect of reoccurring bookings rather than requiring the Hirer to make an upfront payment for all bookings.
- 2.3 No person under the age of 18 years will be accepted as a Hirer.
- 2.4 Applications for hire of the Premises/Facilities must be made to the [Lettings Supervisor] at least [one calendar month] prior to the date of use.
- 2.5 Payments will be made only after the Academy has confirmed the booking, this will usually be within 2 working days.
- 2.6 Applications for hire of the Premises/Facilities shall be treated equally, in line with the Academy's equal opportunities policy.
- 2.7 The Academy shall have the right to refuse any application for use of the Premises/Facilities. The Academy must be assured that the purpose of the Premises/Facilities hire will not result in controversy, dispute, legal action or disorderly behaviours.
- 2.8 The Academy, at its own discretion, reserves the right to deem a booking as an Event. An Event is likely to be a booking which involves a large number of site users such as spectators or an audience. The Academy may make further charges to the Hirer for an event where the Academy deems extra staffing, cleaning or other facilities management costs are required.
- 2.9 If the Hirer believes their booking may be an Event they must contact the Academy directly to discuss their requirements prior to making the booking request. A failure to disclose a booking as an Event may result in the cancellation of a booking.

3 Facilities

- 3.1 Use of the Premises/Facilities only includes use of the areas expressly agreed by the Academy.
- 3.2 The Academy will make available such equipment as are referred to at the time of booking. It is the responsibility of the Hirer to ensure these are arranged to suit their needs and returned to the original layout at the end of the period of hire.
- 3.3 Should a "hired" room be unavailable a suitable alternative will be offered.
- 3.4 The Academy's responsibility during the period of hire is set out in Part A of Schedule 1.
- 3.5 The Hirer's responsibilities during the period of hire are set out in Part B of Schedule 1.

4 Hire Charges

- 4.1 Hire charges for the Premises/Facilities are as specified overleaf, as may be updated from time to time by the Academy.
- 4.2 The Academy may, at its discretion request a £[100] advance deposit to be paid in full to the Academy on entering into the Agreement as security for the Hirer complying with their obligations under the Agreement. Such sum will be refunded to the Hirer on expiration of the period of hire if all obligations have been complied with.
- 4.3 Payment for the hiring must be paid to the Academy 30 days in advance of the hire period and in accordance with the schedule of payment issued once a booking application has been accepted by the Academy.

- 4.4 All charges are reviewed annually by the Academy on 1 September. Any changes will be notified to the Hirer in writing.

5 Cancellation by the Hirer

- 5.1 If the Hirer wishes to cancel their booking in whole or in part, the Hirer must cancel the booking by informing the Lettings Supervisor in writing.
- 5.2 Charges in accordance with the following scale will be made for any cancellation: -
- 5.2.1 in respect of standalone bookings, if less than 21 calendar days' notice for cancellation is given before the period of hire, the hiring fee is to be paid in full.
 - 5.2.2 in respect of block bookings (for the purpose of this Agreement, block bookings means either the booking of multiple facilities or rooms at the same time, or repeated bookings of one or more of the facilities or rooms where the multiple bookings are made on the same date) if less than 30 calendar days' notice for cancellation is given before the period of hire, the hiring fee is to be paid in full.

6 Cancellation by the Academy

- 6.1 The Academy reserves the right to cancel the Agreement at any time if the Premises/Facilities are required for use for Academy activities. In the event of such cancellation, the Academy will give to the Hirer at least 21 days' notice and refund any monies paid in respect of the booking, but shall not otherwise be liable to the Hirer.
- 6.2 The Academy reserves the right to relocate the hiring to another part of the Academy, for any reason at any time.
- 6.3 The Academy will not accept responsibility for any loss, or other expenses, however incurred by the Hirer, in the event of cancellation by the Academy of the letting as a result of circumstances beyond its control or if the Premises/Facilities to be hired are unsuitable (i.e. pitches being unsuitable for play as a result of weather conditions (including without prejudice to the generality of the same, industrial action, by its employees or others, fuel shortage, failure of gas /electric supply)). The decision of the Academy as to whether a letting should be cancelled is binding on the Hirer. In the event of cancellation beyond the Academy's reasonable control, the Academy shall refund any sums paid by the Hirer.
- 6.4 The Academy may cancel the Agreement at any time before or during the period of hire if:
- 6.4.1 the Hirer fails to comply with any of the terms of this Agreement; or
 - 6.4.2 details of any particulars referred to in the Agreement have not been supplied as required, or if supplied, are not approved by the Academy; or
 - 6.4.3 the Hirer does not comply with the safeguarding requirements at clause 30.
- 6.5 In the event of such a cancellation no refund of any monies paid in respect of the booking will be made to the Hirer and the Academy will not be liable to the Hirer in any respect.
- 6.6 If the Academy is closed due to poor weather conditions and hiring of the Premises/Facilities cannot take place, this will be notified to you by email and published on the Academy's website.

7 Use of the Premises/Facilities

- 7.1 During the period of hire, the Hirer shall ensure that:

- 7.1.1 no part of the Premises/Facilities are used for any purpose other than that described in the Agreement.
 - 7.1.2 the Premises/Facilities fittings, fixtures and furniture at the Premises/Facilities are not subjected to damage (whether accidental or otherwise) or undue wear and tear.
 - 7.1.3 no part of the Premises/Facilities is used for any unlawful purpose or in any unlawful way or in any way likely to invalidate any insurance.
 - 7.1.4 no animal is brought into the Premises/Facilities or allowed to enter the Premises/Facilities without prior consent of the Academy (except guide dogs for the blind or hearing dogs for the deaf).
 - 7.1.5 the Premises/Facilities or any part of the Premises/Facilities are not sub-hired.
 - 7.1.6 all users of the Premises/Facilities by virtue of the hiring shall restrict themselves to the areas hired and shall not enter other parts of the Academy.
 - 7.1.7 the Hirer will leave the Premises/Facilities in the same condition as at the beginning of the letting. If additional cleaning is required as a result of the Hirer's use of the Premises/Facilities, or the Academy has had to dispose of excessive waste, the Academy will invoice the Hirer for the all-cleaning costs/waste removal incurred. The Hirer will be required to pay the invoice within 7 days.
- 7.2 The Academy will take all reasonable steps to accommodate disabled users. The Hirer should advise the Academy in advance if they are aware that disabled users are attending the meeting or function, where possible and advise of reasonable adjustments required. The Academy will endeavour to implement reasonable adjustments where possible.

8 Special Measures

- 8.1 The Hirer is expected to be familiar with and will solely be responsible for implementing any special measures recommended by the Government in respect of the Covid-19 pandemic, including but not limited to; changes of capacity, social distancing measures and the use of masks.
- 8.2 The Hirer shall be responsible for collating a record of attendees as required to comply with the Governments track and trace scheme.
- 8.3 The Hirer shall notify the Academy immediately should they become aware of an attendee testing positive for Covid-19 within two weeks of attending the Premises/Facilities.
- 8.4 The Academy shall provide upon request details of any special measures put in place in respect of Government guidance. The Academy shall remain responsible for the implementation of Government guidance in respect of common areas (including car parks, reception and corridors).
- 8.5 Upon request of the Academy, the Hirer will provide details of the number of attendees together with details of the special measures that will be put into place in respect of Government guidance.
- 8.6 The Academy will not under any circumstances accept responsibility or liability in respect of any fines or penalty fees incurred due to breach of such Government guidance or measures.]

9 Maximum Capacities

- 9.1 It is the Hirer's responsibility to ensure that maximum capacities, as stated by the Academy, for the Premises/Facilities are not exceeded.

- 9.2 Maximum capacities as stated, shall include all persons attending or present at the Premises/Facilities including (but not limited to) any supervisors, those participating in activities, parents and members of the public.
- 9.3 [Maximum capacities may be subject to change to reflect the up-to-date Government guidance in respect of the Covid-19 pandemic.]

10 Supervision

- 10.1 During the period of hire the Hirer is to be responsible for the effective supervision of those attending or present at the Premises/Facilities including:
- 10.1.1 the effective control of pupils/all persons
 - 10.1.2 the orderly and safe admission and departure of persons to and from the Premises/Facilities
 - 10.1.3 the safety of the Premises/Facilities and the contents of the Premises/Facilities
 - 10.1.4 supervision of car parking arrangements so as to avoid obstruction of the highway.
- 10.2 The Hirer shall use sufficient supervisors/assistants to maintain good order during the period of hire and expel any person acting in a disorderly manner, or disobeying Academy or Hirer instructions. In default, the Academy may expel such persons.
- 10.3 The Hirer shall ensure that no undesirable person is permitted to enter, remain or otherwise make use of the Premises/Facilities and that no person shall trespass on parts of any Academy Premises/Facilities not included in the hiring.

11 Safety Requirements

During the period of hire, the Hirer shall ensure that:

- 11.1 they are fully familiar with the Academy's first aid/fire safety/emergency procedure policies, copies of which shall be provided to the Hirer. The Hirer is expected to take all reasonable steps to ensure that all persons using the Premises/Facilities by virtue of the Agreement are also familiar with these policies.
- 11.2 fire-fighting apparatus at the Premises/Facilities is kept in its proper place and is only used for its intended purposes.
- 11.3 one person in the Hirer's party has access to a mobile telephone so that in the event of an emergency, the Lettings Supervisor and/or the emergency services may be contacted.
- 11.4 any safety issues, however slight, or outbreak of fire are reported immediately to the Lettings Supervisor and if necessary, activate the fire alarm system.
- 11.5 no obstruction should be placed in gangways or exits, nor in front of emergency exits, and such exits must be available for free access at all times.
- 11.6 no performances or use takes place which could involve danger to the public.
- 11.7 for safety and fire prevention reasons, no garlands or decorations are used other than those agreed in advance with the Academy, which must not be of a combustible nature.
- 11.8 no highly flammable substances are brought onto or used in any part of the Premises/Facilities.

- 11.9 no smoke machines are used.
- 11.10 no additional heating appliances are brought into and used on the Premises/Facilities.
- 11.11 any accidents or damage which shall be reported to the Lettings Supervisor before the Hirer leaves the Premises/Facilities; and
- 11.12 the Hirer is responsible for security at the Premises/Facilities during the period of hire.
- 11.13 Any persons not adhering to the Academy's H&S procedures will be asked to leave the site.

12 Lighting and Electrical Safety

During the period of hire, the Hirer shall ensure that:

- 12.1 no lighting, heating, power or other electrical fittings or appliances in the Premises/Facilities are altered, moved, or in any way interfered with; and
- 12.2 no additional lights or extensions brought onto and used on the Premises/Facilities (without prior written permission of the Academy).
- 12.3 it shall only use electrical equipment where this has been PAT (Portable Appliance Testing) by the user and where permission has been obtained in advance. The Hirer is responsible for obtaining adequate insurance to cover the use of any electrical appliances brought into the building which must be shown to the Academy upon request.

13 First Aid

The Hirer shall ensure that a person with appropriate first aid skills is present at the Premises/Facilities during the period of hire. The Hirer must ensure that a suitable first aid kit is provided for use by such person during the period of hire. In the event of first aid being administered, a written report will be forwarded to the Academy. The report must contain the name, address, type of injury, first aid administered and the reason/cause of the injury.

14 Alterations, Advertising and Care of Premises/Facilities

- 14.1 If the Hirer is going to advertise an event in advance, the Hirer will submit to the Academy for approval, a draft of any poster or advert relating to the event and comply with all requirements that the Academy may reasonably impose in relation to content/publication. It is the responsibility of the Hirer to ensure that the law is not broken.
- 14.2 The Hirer is to take good care of and not cause any damage to the Premises/Facilities fittings/equipment. The Hirer is to make good and pay for any such damage caused by any act or neglect of the Hirer or anyone permitted by the Hirer to enter the Premises/Facilities.
- 14.3 No bolts, nails, tacks, screws, bits, pins, or other like objects shall be driven into any part of the Premises/Facilities by the Hirer, nor shall any placards or other articles be fixed to any part of the Premises/Facilities.
- 14.4 No advertisements of any type are to be displayed inside or outside of the Premises/Facilities by the Hirer without the prior approval of the Academy.
- 14.5 No alterations shall be made to the Premises/Facilities by the Hirer, either in construction, arrangement of public accommodation, lighting, heating, seating, fixtures, fittings, exits or otherwise without the prior written approval of the Academy.

- 14.6 The gymnasium and hall floors are used by children for physical education and no substance is to be applied to the floors by the Hirer to prepare them for dancing or any other activity. No footwear liable to damage floors may be worn on the Premises/Facilities.

15 Food, Refreshments and the Sale of Goods

- 15.1 The Hirer may not sell or allow to be sold on the Premises/Facilities any food, refreshments or goods without first obtaining the written consent of the Lettings Supervisor.
- 15.2 The Hirer must, if selling food, refreshments or goods on the Premises/Facilities, comply with all relevant legislation.

16 Prevention of Nuisance

- 16.1 The Hirer must ensure that any music played or provided at the Premises/Facilities, or noise levels from functions or activities taking place on the Premises/Facilities, do not cause a nuisance either within the Academy or to surrounding Premises/Facilities or any nearby residential accommodation.
- 16.2 The Hirer must ensure that cars belonging to those attending are not parked so as to cause an obstruction at the entrance to, or exits from, the Academy and must not obstruct or delay access to the Academy by emergency vehicles.
- 16.3 The Hirer must take all reasonable measures to ensure that cars belonging to those attending do not obstruct the public highway access to adjacent private property; and also, that undue noise is not caused on arrival or departure.
- 16.4 The Hirer shall comply with any requirements of the Academy with regard to parking of vehicles.

17 Statutory Requirements

- 17.1 The Hirer must not do or permit any act matter or thing that would or might constitute a breach of any statutory requirement affecting the Premises/Facilities.
- 17.2 The Hirer shall comply with all conditions and regulations made in respect of the Premises/Facilities by the Fire Authority, the Council in its capacity as the Licensing Authority, or otherwise. Without prejudice to the generality of the above, this includes any conditions or regulations in connection with any event which includes public dancing or music or other similar public entertainment.
- 17.3 The Hirer is responsible for obtaining any licences which may be required for the period of hire. Copies of such licences are to be provided to the Lettings Supervisor 7 days in advance of the period of hire.

18 Equal Opportunities

The Hirer must not discriminate, or permit others acting on his behalf to discriminate, in any of its activities held in the Premises/Facilities.

19 Copyright and other Licences and Permissions

- 19.1 In the use of the Premises/Facilities, the Hirer is not to infringe any copyright or allow any copyright to be infringed. It is the responsibility of the Hirer to obtain any consent in respect of copyright and to pay all such fees relating to the same. Save in certain circumstances, it is illegal to photocopy music or plays without the express permission in writing of the copyright holder. If the Hirer is in any doubt about whether permission is required, it is their responsibility to check with the appropriate licensing authorities and obtain any necessary consent/licence.

- 19.2 Any Hirer who uses recorded music in its activities or performs live music is responsible for checking whether a licence is required and if so, to obtain one.
- 19.3 The Hirer must obtain a public entertainments licence from the Council for any public music, singing and dancing.
- 19.4 The Academy reserves the right to request copies of any consents or licences obtained in order to comply with the above provisions.

20 Gambling

Nothing shall be done in the Premises/Facilities or at the Academy by the Hirer in contravention of the law relating to betting, gaming and lotteries, and the Hirer shall ensure that the requirements of the relevant legislation are strictly observed.

21 Intoxicating Liquor

- 21.1 During the Period of Hire, the Hirer shall ensure that no intoxicating liquors are permitted to be bought, sold or consumed on any part of the Premises/Facilities without the prior express permission in writing of the Lettings Supervisor.
- 21.2 No application shall be made by or on behalf of the Hirer seeking any licence or permission to sell intoxicating liquor without the prior express permission in writing of the Lettings Supervisor.

22 Smoking

The Hirer is advised that smoking/vaping is not permitted anywhere on the Premises/Facilities, or immediately outside the Academy Premises/Facilities and shall ensure that his patrons comply with this requirement.

23 Hours of Use

The Agreement does not entitle the Hirer to use or enter the Premises/Facilities at any other time than the period of hire unless prior arrangements have been made and agreed with the Academy.

24 Storage

No goods or equipment shall be left at or stored on the Premises/Facilities without the prior agreement in writing of the Academy.

25 Rights of Entry

Throughout the period of hire the right of entry to the Premises/Facilities is reserved to any duly authorised officers or employees of the Academy, their agents or contractors and any emergency service.

26 Expiration of Hire period

- 26.1 At the expiration of the hire period the Hirer shall ensure that all those attending, and present leave the Premises/Facilities. If the Premises/Facilities are not vacated in time, the Academy reserves the right to charge the Hirer for use during the additional time in line with the hire charges.
- 26.2 The Hirer must ensure that the Premises/Facilities are left in a clean and orderly state, free of litter. All equipment of the Hirer must be removed. If the Hirer fails to do so, the Academy will be entitled to charge the Hirer for the costs of any necessary work required.

27 Injury to Persons and Damage to Property

- 27.1 The Academy will not be liable for the death or injury of a person attending the Premises/Facilities for the hiring or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Hirer in the exercise of the rights granted by the Agreement except where such death or injury is due to the negligence of the Academy.
- 27.2 The Academy will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods articles or property of any kind brought onto or left at the Premises/Facilities either by the Hirer for his own purposes or by any other person.
- 27.3 The Academy will not be liable for any loss due to any flood, fire, act of God or other cause beyond the reasonable control of the Academy which may cause the Premises/Facilities to be temporarily closed or the hiring to be interrupted or cancelled.

28 Insurance and Indemnity

- 28.1 It is a requirement that all Hirers have up-to-date Public Liability Insurance with at least indemnity of £2,000,000.00 against third party risks including death or injury to any person or loss or damage to any property arising out of the use of the Premises/Facilities by the Hirer.
- 28.2 The Hirer may be required to produce the current insurance certificate prior the hiring.
- 28.3 The Hirer will indemnify the Academy against any damage theft, losses, claims, demands, actions, proceedings, damages, costs or expenses arising as a result of the hire of the Premises/Facilities by the Hirer including the cost of reinstating, repairing or replacing any part of the Premises/Facilities which is damaged, destroyed, stolen or removed as a result of the hire of the Premises/Facilities by the Hirer. The evidence of the Academy as to the cost or expenses incurred shall be accepted by the Hirer as final, on production of reasonable proof.

29 Lost Property

The Academy will not accept responsibility for any items that are left on the Premises/Facilities after a period of hire. The Academy will keep the items for 7 days and then the items will be disposed of.

30 Safeguarding

- 30.1 The Academy is committed to safeguarding and promoting the welfare of children.
- 30.2 The Hirer will ensure that they have appropriate safeguarding and child protection policies in place. The Academy reserves the right to inspect such policies and procedures as it deems fit to ensure they are of an acceptable standard.
- 30.3 The Hirer must immediately inform the Academy of any safeguarding or child protection incidents about which the Hirer becomes aware that takes place during the hire of the Premises/Facilities or as a result of the activities the Hirer carry out on the Premises/Facilities.
- 30.4 The Hirer must comply with any reasonable safeguarding and/or child protection requirements made by the Academy during the period of hire.
- 30.5 Notwithstanding clause 6, failure to comply with these safeguarding terms will lead to immediate termination of the Agreement.

Schedule 1

Part 1. Responsibilities of the School

To provide facilities as agreed. The service includes:

- 1 Providing clean and tidy rooms
- 2 Providing site team staff to assist with issues that may arise relating to the condition and function of the leased rooms.
- 3 Providing car-parking facilities.
- 4 Providing heating, hot water and lighting within the building and lit external access if needed.
- 5 Providing toilet and hand washing facilities.
- 6 Conforming to legislation and the Academy's requirements that relate to Health and Safety and Equal Opportunities policies.
- 7 The Academy does not have and does not provide a public entertainments licence.

Part 2. Responsibilities of the Hirer

- 1 To leave rooms and facilities in the condition in which they were found.
- 2 Furniture in a tidy state, where furniture has been moved, it must be replaced to the original positions.
- 3 Whiteboards clean.
- 4 Equipment turned off (unless requested to leave on).
- 5 Classroom lights turned off and windows shut.
- 6 Not to allow food and drink to be brought into classrooms.
- 7 Not to allow smoking/vaping on the Premises/Facilities.
- 8 To bring own pens, paper, materials etc.
- 9 Ensuring that no damage is done to the fabric of the building, the furniture and any classroom displays, equipment or work.
- 10 Ensure that all rooms are cleaned after use.
- 11 To ensure that all persons are supervised whilst on the Academy Premises/Facilities.
- 12 To only use electrical equipment where this has been PAT (Portable Appliance Testing) by the user and where permission has been obtained in advance. The Hirer is responsible for obtaining adequate insurance to cover the use of any electrical appliances brought into the building which must be shown to the Academy upon request.
- 13 In the event that a booking covers consecutive days, the Hirer is responsible to ensure their own belongings and equipment are not left overnight in the specified area unless they have obtained prior written consent of the Academy.

- 14 Not to use television or radio recordings, broadcasts or interviews without the express permission of the Academy. The Academy reserves the right to charge an additional fee in respect of such activities.
- 15 To ensure that mobile telephones are not used in the corridors, toilets, foyer, library or any other common parts of the Academy.
- 16 To follow the evacuation plan in the event of an emergency, a copy of which is contained within in the Information folder and shown to the Hirer.
- 17 To report any damage whether wilful or accidental, to the site team staff so that repairs may be affected to ensure rooms are available for Academy use.
- 18 Not to use the Premises/Facilities for any other purpose than that which the letting was agreed nor sub-let facilities to any other party.
- 19 To be responsible for complying with legal requirements on admission of persons to the Premises/Facilities during the letting and for obtaining any necessary licences and consents not covered by those obtained by the Academy.
- 20 To undertake to indemnify the Academy against all losses, claims, demands, actions, proceedings, damages or costs arising in any way from the letting or by breach of any conditions of letting by the Hirer.
- 21 Maintain good liaison with the Academy by informing the site team staff and/or Headteacher as soon as possible when there are changes to facility requirements.
- 22 Ensure the Premises/Facilities are secure and that the Lettings Supervisor is informed when the area is vacated and ready to be locked and alarmed.
- 23 To be responsible for any person on site due to the Hirer's booking, including for the avoidance of doubt, spectators, friends or any other persons.
- 24 Ensure that no persons on site due to the Hirer's booking acts in any way that, at the discretion of the Academy is deemed as anti-social or constitutes anti-social behaviour.

APPENDIX C
LETTING AGREEMENT

(Please complete this form in block capitals)

Accommodation and Facilities required	
Other requirements (e.g. chairs set out, equipment, etc)	
Dates and times	
Purpose of letting	
Name of organisation	
Will alcohol be brought onto the premises	
Are you obtaining a licence for sale of alcohol	
Have your insurance to cover the event	
Full name of Hirer	
Address of Hirer	
Contact Number	

Signature of Hirer:

Date:

Please complete and return to the school at least 21 days before the event. We will confirm the booking and notify you of the charges. You will need to send copies of any licences required on confirmation.

Headteacher's acceptance of booking

(The approval of the Chairman of Governors must be obtained where the Hirer requires alcohol to be brought onto the school premises).

Signed _____ Date _____

APPENDIX D

SAFEGUARDING

Safeguarding Checks for Use of School Premises for Non-School Activities

Club Details

Name of Club	
Name of Designated Safeguarding Lead (DSL)	
Course details and date safeguarding training completed	
Contact telephone number	
Email address	

Safeguarding Checks

How many staff / volunteers are involved with the club?	5 or more	4 or less	Single person	
Please confirm that the club has read and understood the relevant sections of the government guidance Keeping Children Safe in out of school settings based on the number of staff / volunteers			Yes	No
Is the club affiliated to a National Governing Body (NGB)? If so, please state.				
How does the NGB quality assure the child protection procedures at a local level?				
Please describe what checks are undertaken by the club on adults working with children.				
What training in appropriate conduct with children do the club's staff/volunteers receive?				

Please outline the actions the club would take if a parent raised a concern about the behaviour of a staff member/volunteer towards a child.		
How does the club ensure the safety of all children? This should include details of the contact and medical information that is kept on children attending the club.		
	Yes	No
Please confirm whether the club has provided a copy of its Health & Safety policy and procedures?		
Please confirm whether the club has provided a copy of its fire safety and evacuation plan (NB – this may be provided by the school)		
Please confirm whether the club has provided a copy of its complaints procedure and mechanism for raising concerns?		
Please confirm whether the club has provided a copy of its safeguarding/ child protection policy?		
Please confirm whether the club has provided a copy of its whistleblowing policy?		
Does the club have a written 'Code of Conduct' or equivalent for its staff/volunteers and if so, has this been provided?		
Please confirm that the club is aware of how to contact the school's Designated Safeguarding Lead		
Please confirm that staff / volunteers in the club have been trained in how to make a referral children's services if they have concerns about the safety of a child		
Please confirm that staff / volunteers in the club have been trained in what to do if they suspect another adult within the club may be a risk to children		
Please confirm all staff have completed the DBS process.		

Completed by:

(signature)

(By adding your name and returning the form using your email you are in effect adding your signature)

(print name)

(date)

For School Use Only

Based on the answers on this form and any additional information provided please complete the table (for the appropriate size of club) by ticking (✓) each bullet point that has been evidenced. Where there are any gaps, please follow this up (amending with additional information obtained), before agreeing hire/letting agreement. Further advice can be obtained from Richard Woodland, Director of Safeguarding (rwoodland@westst.org.uk)

Type of OOSS	Health & Safety		Safeguarding		Staff/Volunteer Suitability		Governance	
Large (5 or more staff/ volunteers)		H&S policy Appointed first aider. Fire safety plan. Trained staff on H&S Contact info & medical details of all children. Register each session		Child protection policy Trained DSL Trained staff about reporting concerns about a colleague Trained staff about local CSC and multi-agency safeguarding procedures		Takes steps to recruit suitable staff / volunteers. Knows whether setting is a regulated activity provider Undertaken appropriate checks on staff. Regularly review performance and suitability of staff		Registered as charity (if applicable) Registered with HMRC (if applicable) Management Committee Clear complaints policy Effective whistleblowing policy
Small (4 or fewer staff/ volunteers)		Considered H&S Appointed first aider. Fire safety plan. Trained staff on H&S Contact info & medical details of all children. Register each session		Child protection policy Trained DSL Trained staff about reporting concerns about a colleague Trained staff about local CSC and multi-agency safeguarding procedures		Takes steps to recruit suitable staff / volunteers. Knows whether setting is a regulated activity provider Undertaken appropriate checks on staff. Regularly review performance and suitability of staff		Registered as charity (if applicable) Registered with HMRC (if applicable) Management Committee Clear complaints policy Effective whistleblowing policy
Volunteer, paid employee or lone provider		Considered H&S Appointed first aider. Fire safety plan. Trained staff on H&S Contact info & medical details of all children. Register each session		Child protection policy Appropriate safeguarding training Know how to report concerns about an adult how may pose risk. Know how to contact CSC		Should check whether the employer contracting them can apply for a DBS on their behalf		Understand how to declare income on tax return. Clear complaints policy Aware of organisation's whistleblowing policy

I confirm that I have undertaken appropriate checks on the club and am satisfied that they have appropriate policies and procedures in place to protect the safety of children attending their activities.

Completed by:

(signature)

(print name)

(date)

APPENDIX E

LETTINGS INDEMNITY FORM

INSURANCE COVER – To comply with the conditions of the hiring agreement.

I hereby indemnify the school against any claims made against it arising from the use of hired premises. In addition, I accept responsibility for any claims the school may have for any damage to its property arising from its use during my hire.

I maintain a Public Liability Insurance Policy, the details of which are as under:

Policy Number	
Expiry Date	
Name and Address of Insurance Company:	
Indemnity Limit:	

Signature of Hirer:

Date:

DECLARATION (Please read before signing)

I have received a copy of the Lettings policy and Terms and Conditions for the Letting of School Premises and agree to be bound by them. Any licences necessary and the Theatres Act 1968 and the Cinematograph Acts 1909 and 1952 have been or will be observed and any requirements of the Licencing Justices, where necessary, have been or will be met. I agree to pay the charges due as required and hereby certify that the premises and grounds will be used only for the purpose stated.

I am over 18 years of age.

Signature _____ Date of application _____

NAME (BLOCK CAPITALS) Mr/Mrs/Ms/Miss/Other _____

(Please be aware of the school’s emergency evacuation procedure, which is attached for your information)

Please pass this form to the establishment, do not complete anything below this line.

It is confirmed that the accommodation required is available for the time and date(s) requested. The head of the establishment has been informed, that where necessary the hiring has been approved by or on behalf of the governors and that the applicant has been informed accordingly.

Signature: _____ Date: _____ Headteacher

Signature: _____ Date: _____ Chair of Governors