Lettings Policy

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Lettings Policy

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Updates since last edition:

Throughout document	Added reference to Trust Estates Manager (TEM). Added reference to Lettings Caretaker (LC). Replaced SBM references, as appropriate.
Section 2.4 The Administrative Process	Removed EHT/HT references unless there are any concerns, which are escalated to them.
Section 2.6 Charges for a Letting	Added detail regarding how increases to costs are calculated/managed.
Section 2.9 Safeguarding – Status of the Hirer and Safeguarding of CYP	Added reference to TEM acting as Designated Child Protection Officer in order to review Hirer safeguarding arrangements etc.
Section 4 Bookings	Detail revised with regard to DET Financial Regulations.
Section 6 Debt Management	Detail revised with regard to DET Financial Regulations.
Appendix A – 7 g	Amended wording to reflect that an HSE-approved accident book is not mandatory.
Throughout document	Added process for SchoolHire at CHS as well as at SMS.

Appendices	Booking Form removed (Appendix A) and remaining appendix re-numbered accordingly.

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1. Introduction

The Discovery Educational Trust (DET) Trust Board (TB) recognises the position of its Schools in the local community and that encouragement should be given to the use of School premises by outside organisations.

The TB wishes to take every possible care to ensure that all children/young people and others using School premises outside of normal school operating hours are safe and that they are treated with dignity and respect.

The TB is accountable for the letting of the School sites and delegates management for lettings to the Executive Headteacher (EHT)/Headteacher (HT), who, in turn delegates responsibility for the administration of lettings to the Trust Estates Manager (TEM). The Local School Committees (LSCs) recommend a scale of charges for the School site annually, which is approved in the Summer term by the Finance and Resources Committee (FRC), or as soon as possible thereafter.

Any Trustee, Member, Local Governor or member of staff having a connection with a letting must formally declare this. The declaration should be recorded in formal minutes at the appropriate meeting.

2. Policy Details

2.1 The TB regards the School buildings and grounds as a community asset and makes every reasonable effort to enable them to be used as much as possible. The TB endeavours to maximise the use of the premises to support the local families, services, and community, with first priorities for providing the best possible education for its pupils. Any lettings of the premises to outside organisations are considered with this in mind. It is important, however, that requests for lettings are fully considered and that the lettings are properly documented to ensure that all parties are aware of their mutual responsibilities.

2.2 **Definition of a Letting**

A letting may be defined as “any use of the School premises (buildings and grounds) by either individuals or community groups (such as a local music group or football team), or a commercial organisation (such as the local branch of ‘Slimming World’)”. A letting must not interfere with the primary activity of the School, which is to provide a high standard of education for all of its pupils. Use of the premises for activities such as staff meetings, parents’ meetings, LSC/TB meetings and extra-curricular activities of pupils, supervised by School staff, fall within the corporate life of the School. Costs arising from these uses are, therefore, a legitimate charge against the School’s budget.

2.3 **Management of Lettings/Governance**

The EHT/HT is responsible for the management of lettings, in accordance with this Policy. The EHT/HT delegates responsibility for the day-to-day administration of lettings to the TEM, whilst still retaining overall responsibility for the lettings process.

If the EHT/HT/TEM has any concern about whether a particular request for a letting is appropriate or not, they must consult with the Chief Financial and Operations Officer (CFOO), who is empowered to determine the issue on behalf of the TB.

Notwithstanding any concerns, following the EHT/HT and TEM review and approval of a potential letting, they must submit all associated paperwork to the CFOO for Trust approval prior to confirming the letting to the Hirer.

A risk assessment must be conducted for each proposed letting.

2.4 The Administrative Process

Those seeking to hire part of the School premises should log onto the SchoolHire website in order to identify their requirements and clarify the facilities available.

All formal hiring of the School premises, including those for which no charge is made, must be properly documented. All Hirers must follow the booking process as detailed on the SchoolHire website. They must also receive a copy of this Policy and the Terms and Conditions for Lettings, both of which are available on the SchoolHire website. The lettings' booking form is a contract, which the TB may enforce by law.

The TEM/Lettings Caretaker (LC) review and sign-off the letting proposal, paying due regard to the matters contained in this Policy and passes documentation to the CFOO, who approves the letting proposal on behalf of the Trust. Following Trust approval, the TEM/LC advises the applicant of the decision. Any concerns arising from a potential booking are referred to the EHT/HT for review.

The letting should not take place until the booking form has been submitted to the School via SchoolHire and has been approved by both the School and the Trust (where appropriate). The person applying to hire the premises on behalf of the Hirer is invoiced for the cost of the letting, in accordance with the Trust's current scale of charges. (Schools may wish to seek payment in advance in order to reduce any possible bad debts.). Hirers booking via the SchoolHire system will be required to make payments before bookings occur.

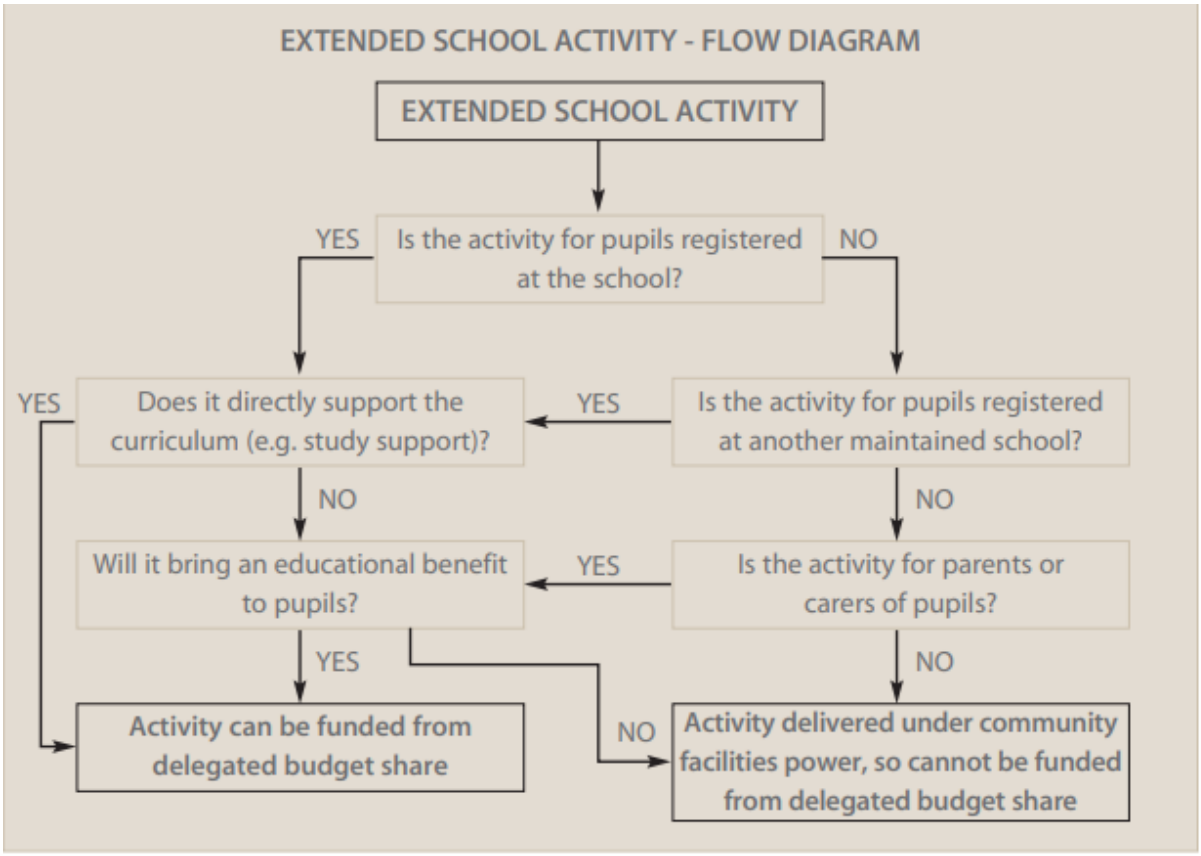
The Hirer must provide all details requested on the booking form, including their permanent private address (for individual lettings), contact details, full business address and any registered charity/ company registration numbers, together with those documents requested at the foot of the booking form.

No letting should be regarded as "booked" until confirmation has been received via the SchoolHire platform.

2.5 Finance

The School's budget is not used to subsidise any lettings unless it is of direct benefit to pupils. A charge is made to meet the costs incurred by the School for any lettings of the premises. At the very least, the actual cost to the School of any use of the premises by the Hirer must be paid.

The flowchart below, taken from Annex B of "Planning and funding extended schools: a guide for schools, local authorities and their partner organisations" may be useful where activities support pupils, families and communities under 'extended services through schools



Having asked the above questions and considered the particular circumstances of any proposed letting, a School might decide, for example, that a parenting class is eligible for funding from the DET/School budget because it helps pupils' parents/carers to support pupils' learning. The School might also decide that a Breakfast Club for children, held during term time, is eligible for funding from the DET/School budget because it would help to ensure that pupils are in class on time and ready to learn. However, the School might consider that a play scheme during holidays is not eligible for funding from the DET/School budget if its purpose is mainly childcare, i.e. that it is a community facility rather than of being any direct benefit to pupils.

2.6 **Charges for a Letting**

The TB has delegated responsibility for approving charges for the letting of School premises to the FRC, following recommendations made by the LSC. A charge is levied, which covers the following:

- Cost of services (heating, lighting and catering);
- Cost of staffing (additional security, caretaking and cleaning) - including "on costs";
- Cost of administration;
- Cost of "wear and tear";
- Cost of use of DET/School equipment (if applicable).

When reviewing lettings charges for the Trust, the following measures are followed to assess any annual increase in charges:

The Consumer Price Index including owner occupiers' housing costs (CPIH) is referenced, which:

- Reflects inflation: the Consumer Price Index (CPI) measures the average change in prices over time for a basket of goods and services, providing a good indication of general cost-of-living changes.
- Is fair and transparent: using a recognised national index ensures that increases are justifiable and defensible to stakeholders.
- Is consistent with public sector practices: many public sector bodies use CPI or CPIH for adjusting fees and charges, aligning Trust policy with broader norms.

2.7 **Value Added Tax**

The Trust and its Schools are registered for Value Added Tax (VAT). VAT is, therefore, charged on lettings, as appropriate. Refer detail below.

It is imperative that VAT is accounted for correctly. Failure to do so could result in the School incurring financial penalties.

Sports Facilities

Premises classified as sports facilities include the following:

- astroturf pitches;
- dance studios;
- football pitches;
- school halls;
- gymnasiums.

Under His Majesty's Revenue and Customs' (HRMC) definition, each individual pitch or court is a separate sports facility. This becomes very important when deciding on the correct VAT treatment.

If facilities are for playing any sport, or taking part in any physical recreation, supply is normally standard-rated and output VAT needs to be charged to the Hirer. There are exceptions to this rule and these are explained below.

Block Bookings

Please note when hiring to non-commercial organisations, eligibility for the VAT sports exemption supersedes the ten-event rule, which was previously used under Local Authority school management when deciding on VAT ratings for sports hire.

Sporting Services Provided by Non-profit Making Bodies

Where the School provides sporting services to 'individuals' or commercial organisations, this income could be exempt from VAT. Each ad-hoc hire request is considered individually in terms of VAT status.

'Individuals' includes family groups, informal groups (where one individual makes a booking on behalf of a group) and corporate persons or unincorporated associations, provided that the

supplies are closely linked and essential to sport, which includes the provision of a playing area (e.g. court, pitch or green fees).

It is, therefore, likely that most sporting lets by the Schools are exempt from VAT.

Sports Facilities etc. let other than for Sports or Physical Recreation

The letting of premises designed or adapted for playing sport or taking part in physical recreation for other purposes, for example, a sports hall let for a wedding or a religious meeting, is exempt from VAT.

2.8 **Public Liability and Accidental Damage Insurance**

All individuals, groups or organisations hiring DET School sites must have and supply evidence to the Trust/School of Public Liability Insurance (and Employers' Liability Insurance, as appropriate) with a minimum limit of indemnity of £5 million for any one incident to cover claims arising out of negligence, unless external organisations with which the Hirer is affiliated require a higher level of cover. This applies irrespective of whether the Hirer is a non-commercial or commercial undertaking. Proof of cover must be provided before the letting is agreed and at any time thereafter upon request. A booking is not accepted past the expiry date of the insurance certificate. It is the Hirer's responsibility to ensure that all those attending the premises are made aware that they do so entirely at their own risk. A risk assessment is conducted for each hiring/activity by both the School and the Hirer together. Copies must be given to the Hirer and kept on file by the School.

2.9 **Safeguarding - Status of the Hirer and Safeguarding of Children and Young People**

Lettings are not made to persons under the age of 18, or to any organisation or group or individual with an unlawful or extremist background or to anybody to whom the Schools do not wish to hire the premises. Persons may have to undergo, at the discretion of the School, a Criminal Record Check via the Disclosure and Barring Service (DBS). If a particular letting involves contact with the School's pupils, all personnel involved must have appropriate recruitment and vetting checks in accordance with Department for Education (DfE) guidance. All staff in DET Schools are required to be cleared at Enhanced Level and, therefore, this should be replicated for Hirers.

It is the responsibility of the Schools to ensure that the Hirer has ensured adequate supervision, ratios and Enhanced DBS Checks that are less than three years old. The Hirer must maintain and provide copies to the School, in relation to DBS evidence, contact details (including all emergency contacts), changes in staffing, responsibilities and absence.

These checks must be made by prior arrangement with the EHT/HT, with, at least, half a term's notice in advance to ensure that the checks can be carried out prior to the commencement of any letting. Any adults working with the Schools' pupils (for example, at an after-school sports club) must be appropriately qualified and provide evidence of an Enhanced DBS Check, including a Children's Barred List Check, that is less than three years old. The Hirer must not sub-let the premises to another person. Failure to comply with this condition of hire will result in termination of the letting arrangement.

Where the Hirer is an organisation that has its own safeguarding and child protection documentation, i.e. policy and procedures, the School should have sight of that documentation prior to the commencement of any letting.

It is the responsibility of each School's Designated Safeguarding Lead (DSL) or TEM (as Designated Child Protection Officer (DCPO)) to check and confirm that the Hirer's safeguarding and child protection documentation aligns with the DET Safeguarding and Child Protection Policy. This confirmation is required prior to a letting proposal being submitted to the Trust for approval.

Hirers must evidence that they are fully cognisant of and adhere to "After-school clubs, community activities, and tuition safeguarding guidance for providers" (DfE September 2023).

2.10 **Risk Assessments**

It is the Hirer's responsibility to ensure that all those attending the premises are made aware that they do so entirely at their own risk. A risk assessment is conducted for each hiring/activity by both the School and Hirer together. Copies must be given to the Hirer and kept on file in School.

2.11 **Security of Premises**

The School confirms the entry point to the site/premises upon commencement of the letting.

It is the responsibility of the School Site Team to ensure that the School premises are secure.

For security reasons, the School keys are not available to the Hirer. A School staff member is available to open and lock up the premises.

The Schools provide the Hirer with the name and phone number of the School contact in case of an emergency.

2.12 **Use of Facilities**

a) The Hirer is responsible for the proper use of the School facilities (specialist equipment is not generally available, e.g. projectors, TV and video equipment, cookers etc., (unless special arrangements have been made) and must take all reasonable precautions to ensure that there is no damage to the fabric of the buildings; furniture and fittings; or School equipment. The Hirer is responsible for making good any damage to the premises and property. Any precautions required to ensure the users' safety when using equipment, such as the provision of information and training, are the responsibility of the Hirer. 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.

b) The Hirer must be advised that it cannot rely on the School's risk assessments for any activities carried out during the letting and must complete its own risk assessments, a copy of which must be held by the School.

c) Users should acquaint themselves with the Fire and Safety regulations and procedures relating to the area of premises in use. These are clearly displayed in each of the designated areas. They must also carry out their own fire drills and organise their own fire procedure. Documentary evidence must be made available to the School on request.

d) Fire exits must not be blocked or locked, nor should furniture, equipment, or other obstructions be placed in corridors during the hiring.

e) The Hirer must only use the area of the building that has been hired. Any furniture or equipment moved by the Hirer must be returned to its original position at the end of each session.

f) Toilets are available for use by the Hirer, the location of which are advised to the Hirer at the commencement of the letting.

g) The Hirer is responsible for ensuring that good order is kept on the premises and within the immediate environment of the School, and that the premises are left in a clean and tidy condition.

h) Car parking facilities are subject to availability and may be used by the Hirer and any adults involved in the letting.

i) The Schools reserve the right to levy an additional charge to cover:

- any additional cleaning that may be required after an event;
- the cost of repair of damage to the School fabric or equipment;
- the cost of replacement of any items of School equipment if uneconomical to repair.

j) For security reasons, the Hirer does not have access to the School telephone/office. Hirers are urged to consider acquiring a mobile telephone for use in an emergency.

2.13 **Electrical Equipment**

Any electrical equipment brought by the Hirer onto the School site must comply with the code of practice for portable electrical appliance equipment. Equipment must either have a certificate of safety from a qualified electrical engineer or be inspected by the School prior to use, and be certified fit for use. The intention to use any electrical equipment must be notified on the booking form.

2.14 **First Aid Facilities**

There is no legal requirement for the School to provide first aid facilities for the Hirer. It is suggested that the Hirer makes its own arrangements. Use of the School's resources is not available.

2.15 **Food, Smoking, Drink and Drugs**

No food or drink may be prepared or consumed on the premises without the direct permission of the School, in line with current food hygiene regulations. All litter must be placed in the bins provided. No intoxicants/unlawful drugs shall be brought on to, or consumed/used, on the premises. Smoking and the use of Electronic Cigarettes or E-cigarettes, Personal Vaporizers (PVs) and Electronic Nicotine Delivery Systems (ENDSs) battery-operated devices that mimic tobacco smoking is prohibited throughout all DET sites (including grounds) with no exceptions.

2.16 **School Equipment**

School equipment can only be used if requested on the booking form, and if its use is approved by the TEM and the Trust. 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 it is using, and for the equipment's safe and appropriate use. Use of light or fixed

catering/cleaning equipment is limited, and the Hirer needs to demonstrate a competence level for use of equipment, plant or other issues on food hygiene standards. Untrained or inappropriate use of equipment may lead to damage to floors etc. or render the equipment inoperable causing service delivery disruption the following day.

2.17 **Vacation of Premises**

The Hirer ensures that the premises are vacated promptly at the end of each period of use or letting. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. Additional charges are made where the caretaker is unable to lock up whilst the Hirer ensures children are safely vacated beyond the time agreed in the letting agreement.

2.18 **Behaviour**

The Hirer is responsible for the behaviour and conduct of all people, who come onto the School site for the letting. DET Schools are members of the local communities where they are based. As such, they have responsibilities to neighbours, which they take very seriously. All users of School premises are expected to do the same. Hirers should be especially mindful of maintaining low noise levels and avoiding parking where this would inconvenience local residents.

The Schools take appropriate measures to ensure that the Hirer is responsible for ensuring adequate supervision and preservation of good order for the full duration of the letting and until the premises are vacated, also the prevention of overcrowding and keeping clear all gangways, passages and exits.

2.19 **Promotional Literature/Newsletters**

A draft copy of any information to be distributed to participants or through the School must be sanctioned by the School Business/Office Manager, at least, seven days prior to distribution by the Hirer.

2.20 **Site Security**

The Schools hire and pay for a person to be responsible for the security of the premises before, during and after the hire, and for the cleaning of the premises after its use. This cost is included in the charge for the letting. If no suitable person can be employed, then the letting is not allowed or is cancelled. Keys should not be passed to any other person without direct permission of the TB.

2.21 **Quality of Service**

From time to time, staff and Trustees have the right to monitor the activities to ensure quality of service/activity operating from the premises.

3. Booking Form

All Hirers complete the lettings booking form via the SchoolHire website, and are given a set of the written Terms and Conditions for Lettings as well as a copy of this Policy. Long-term Hirers must submit a letting booking form, at least, annually. Day-to-day approval of requests for hire are the responsibility of the TEM/LC, who signs the letting booking form in the designated space, after:

i) Agreeing the scales of charges to be applied.

ii) Checking to ensure that the booking form has been properly completed by the Hirer.

iii) Checking that any Hirer, whose letting engages with young people, follows statutory and best practice safer recruitment and child protection policies and procedures.

iv) Confirming whether the Hirer is affiliated to any national association that has its own Child Protection Policy and, if not, whether the Hirer has its own Child Protection Policy; in either case a copy of the policy must be provided to the School.

v) Checking that a copy of the DET Safeguarding and Child Protection Policy has been passed to the Hirer and that the Hirer has signed to confirm receipt and acceptance.

vi) Deciding if it is necessary to seek references for the Hirer.

vii) Obtaining a copy or signed confirmation of the Hirer's Public Liability Insurance, where appropriate, confirmation of Employer's Liability Insurance and, where necessary, Phonographic Performance Limited (PPL) licence.

viii) Ensuring that the Hirer is fully aware of its responsibilities as detailed in the Terms and Conditions for Lettings.

ix) Checking that the Hirer has suitable arrangements in place for safe use, has provided the School with a copy of its Risk Assessment and has a telephone available for emergency calls.

x) Obtaining approval from the Trust for the letting to proceed.

4. Bookings

All requests for hire are logged by the TEM/LC. Payment is required in advance for all one-off lettings or for a new regular booking where the Hirer is not known to DET/School. In other instances, it may be appropriate to require a deposit. All deposits are banked immediately and, should a refund of the deposit be subsequently required, arrangements will be made in line with DET's Financial Regulations.

5. Payments

Where payment is not made in advance, the TEM is responsible for raising and issuing invoices with sequential reference numbers.

6. Debt Management

In the absence of specific terms agreed with the Hirer, payment terms are seven days in advance of the first booking via SchoolHire.

If payment has not been received by the due date, debt recovery procedures, as per the Trust's Financial Regulations, would apply.

If, having taken legal advice, it is determined that the debt is not recoverable, it needs to be 'written off' in accordance with the procedure detailed in the DET Financial Regulations.

Appendix A - Terms and Condition for Lettings

1. General

(a) It is the responsibility of the Hirer to ensure that their members or guests abide by these Terms and Conditions.

(b) Discovery Educational Trust and its Schools comply with all applicable laws and the Hirer must comply with the law of the land.

(c) The Hirer must not sub-let the premises to another person and only those associated with the letting are allowed on site. Failure to comply with this condition of hire will result in termination of the letting arrangement.

(d) Use of School premises for a letting must be agreed in advance by the Hirer, the School and the Trust. A letting is only confirmed after the School has received a fully completed booking form and is satisfied that all conditions of the letting will be met as evidenced by the submission of the booking form together with all required documentation. The booking form must be approved by the School and the Trust.

(e) The Hirer is responsible for their own insurances, risk assessments and First Aid for the activities that they are undertaking, in line with current statutory Health and Safety legislation.

(f) The Hirer or any persons for whom they are responsible must not interfere with any safety equipment or measures that have been put in place by the Trust and/or its Schools.

(g) It is the duty under these Terms and Conditions for Lettings for the Hirer to act in a safe and responsible manner, and not undertake any unsafe act that may cause loss or injury to any Trust/School staff or pupils.

(h) Failure to comply with these conditions may result in hire agreements being cancelled immediately by the Trust/School.

(i) The Hirer recognises that Trust/School use of the premises takes priority when necessary, and that there may be occasions when arrangements have to be changed. Where possible, these are advised at the time at which agreement is reached. Furthermore, essential maintenance works can only take place during school holidays, and these may lead to premises being unavailable at certain times. The Trust/School provide as much notice as possible when these affect any letting.

(j) The Hirer should show consideration to other Hirers, Trust/School staff and pupils on site, and be cooperative when using shared spaces, e.g. playgrounds and car parks.

(k) Representatives of the School shall, at all times, have free access to the facilities for the purpose of inspection.

(l) No structural alterations to the premises, equipment, fixtures or fittings are permitted.

(m) Temporary electrical installations must have the agreement of the School and comply with all applicable regulations including being PAT tested.

(n) All Discovery Educational Trust Schools close on all public holidays in addition to Easter weekend, Christmas Eve and New Year's Eve.

(o) Discovery Educational Trust and its Schools are members of the Department for Education's Risk Protection Arrangements (RPA) and have appropriate public liability insurance.

(p) Specific guidelines for any specialist facility are advised by the School direct to the Hirer

(q) The Trust and its Schools do not, without the Hirer's written approval:

- Disclose any confidential information of the Hirer to any third party (Including the existence or terms of the contract for hire);
- Make any public announcements of any kind regarding the Hirer or the Contract of Hire;
- Make any use of the intellectual property of the Hirer.

2. Opening Times

(a) The dates and times available for lettings are available direct from the Schools.
(b) The letting start time is when the Hirer may access the School site, and the vacate time is when the Hirer must leave the School site. No extra time is granted for cleaning etc.
(c) The agreed period of hire must include any time needed for set up and dismantling.
(d) When the use of showers is approved as part of the booking, the letting must finish 15 minutes prior to closing.

3. Billing/Charges

(a) The Hirer is required to pay for any breakage, losses or damage to property or equipment, or any other asset belonging to the Trust/School caused by the Hirer or any persons for whom the Hirer is responsible.
(b) The charge payable by the Hirer includes an amount to cover payment for standard caretaking duties. The Hirer is expected to adhere to the agreed times or, subject to a member of the School Site Team being available, be prepared to pay additional overtime. If additional work (such as moving furniture to or from a specific room/area or a specific layout) is required, whether foreseen or not at the time of booking, the Hirer is required to meet the extra costs, which incur VAT on the whole charge. It cannot be assumed that staff are available unless prior agreement has been made.
(c) Any over-running of sessions incurs an over-run charge, which includes the cost of the area being hired and the additional cost of a caretaker and any other charges incurred by the School as a result of the over-run. Persistent over-running may result in the cancellation of the letting.
(d) If, on the day of the letting, the Hirer deems the accommodation is unusable, the School must be informed in writing within two working days to enable consideration of a refund.
(e) Where relevant, floodlight charges automatically apply from 1 September to 1 April 18.00 to 22.00; 1 April to 30 April 19.00 to 22.00; 1 May to 1 September is on request by the Hirer, or at the discretion of the School.

4. Cancellation

By the School:

(a) If cancellation is required by the School, seven working days' notice is given where possible, other than in cases of emergency where notice is given as soon as possible.
(b) Should any of the facilities be unfit for use due to adverse weather conditions, the School notifies the Hirer by 12.00, at the latest, on the day of the letting.
(c) Should any of the facilities be unfit for use due to other difficulties, the School, in the first instance, seeks to offer alternative accommodation and, if this is unsuitable or impossible, offers a full refund.
(d) Although extremely unlikely, the School reserves the right to cancel any letting without providing a reason. Under these circumstances only, the fee is credited against the following month's invoice or reimbursed for casual Hirers. The School cannot be responsible for any additional expenses incurred.

By the Hirer:

(a) Cancellations by the Hirer are subject to five working days' written notice.

(b) On receipt of five working days' notice, the full fee is credited against the following month's invoice for regular users or reimbursed for casual users.

(c) Failure to provide such notice results in a 50% fee being charged for the session/booking duration.

5. Hiring/Hirers

(a) The Hirer is responsible for the behaviour and conduct of all people (members of a club, general public, employees, etc.), who come onto School premises for their letting. The School is aware that it is a member of the community. As such, the School takes its responsibilities to its neighbours very seriously, and requires all users of School premises to do the same. The importance of maintaining low noise levels and avoiding parking where this inconveniences local residents is emphasised.
(b) The Trust and its Schools are not responsible, in any way, for property, belongings, or vehicles, which are brought on site for the letting.
(c) The facilities must not be used for any purpose other than that for which permission has been granted, nor shall any areas of, or furniture/equipment in, the School, but not included in the Hire Agreement be used without express permission; in such cases an extra fee is payable and future bookings may be cancelled.
(d) Alcoholic drinks may not be brought on to or sold on School premises.
(e) No guarantee is given in respect of the number of chairs/tables available. The Hirer may only use School furniture or School equipment that is located in the area hired. No transfer whatsoever of equipment or furniture may be made from one area to another without written permission from the School.
(f) A Hirer may require a specific arrangement of furniture and/or equipment for their activity. Moving the furniture/equipment to achieve such a layout is the responsibility of the Hirer, as is the reinstatement of the furniture/equipment to its original position at the end of the activity.
(g) Should additional furniture or equipment be required by the Hirer, the School may require additional payment, which is included in the invoice.
(h) On days when the School is in session, no article (such as equipment, pianos, tables, flowers, etc.) may be delivered to the School before 16.30 on the day of use, unless arrangements are made with the School for their earlier delivery.
(i) The Hirer, or his accredited representative, must be in attendance at all times during the period of the hire.
(j) The School is not responsible for the way its facilities or equipment is used by the Hirer, nor the quality of coaching or supervision of hire groups, unless coaching or supervision is a specifically stated inclusion in the agreement.
(k) Suitable footwear must be worn on the School premises.
(l) The Hirer is not permitted to mark out any additional pitches on the School premises.
(m) Stakes or similar markers must not be driven into the ground.
(n) All equipment must be put back after use.
(o) During examination periods, the School may need to leave equipment in the area of hire. Under NO circumstances are these items to be moved, any damages will be charged to the Hirer.
(p) No decorations, real flame, smoke or smoking, pyrotechnics or fireworks, pulsing light (stroboscopes), lasers, firearms or any potentially hazardous action on apparatus, animals, vehicles or aircrafts are allowed on the School site.

6. Vehicles and Parking

(a) Vehicles are left in the School car park entirely at the owner's risk. No responsibility can be taken by the School for any damage or theft to vehicles sustained whilst in the School grounds.
(b) Motor vehicles must not be taken on to School playing fields except in an emergency.
(c) The Hirer is responsible for controlling entry to the facility.
(d) The Hirer is responsible for organising parking for all visitors, which must be in designated areas only.
(e) The Hirer is permitted to use the parking area on the School site as advised by the School, parking within designated parking bays during the period of the letting.
(f) Vehicles must not be left on the School site outside of the period of the letting; to do so risks vehicles being locked in at the end of the letting period.
(g) In the interests of safety, please drive slowly within the School site.

7. Health & Safety

(a) The Hirer should be aware of the appropriate action to be taken in the event of fire or another emergency. The School briefs the Hirer on the procedures to be followed.
(b) A risk assessment needs to be completed by the Hirer. The risk assessment must include all equipment relevant to the activity, whether owned by the School or the Hirer. The School considers the risks and proposed controls and must be satisfied that the activity does not present an unacceptable level of risk.
(c) The Hirer is responsible for their own insurances, risk assessments and control measures for the activities that they are undertaking, in line with current statutory Health and Safety legislation.
(d) Neither the Hirer nor any persons for whom they have a responsibility must interfere, modify or damage any safety equipment or measures that have been put in place by the Trust/School.
(e) Under these Terms and Conditions for Lettings, it is the duty of the Hirer to act in a safe and responsible manner and to not undertake any unsafe act that may cause loss or injury to any Trust/School staff, pupils or visitors, or to anyone associated with the letting.
(f) It is the duty of the Hirer to report any loss or damage, near miss or potential hazard to the School.
(g) The Hirer must have an accident book. A Health and Safety Executive (HSE) approved version can be obtained from https://www.hse.gov.uk/ or reputable stationers.
(h) The Hirer is responsible for the reporting and recording to the HSE of all serious or fatal incidents that occur and are reportable under RIDDOR regulations as a result of their activities. They must send a copy of the Accident/Incident report to the TEM.
(i) Whilst it is advisable to have a trained first aider on site throughout the duration of the letting, the Hirer must have a First Aid Kit on site for the entire period of the letting.
(j) All statutory requirements relating to health and safety matters must be observed.
(k) School-specific requirements must be complied with.
(l) In all cases, the Hirer must ensure that risks associated with the activity are properly controlled throughout the hire period.
(m) In accordance with the School Fire Evacuation Plan, the Hirer is required to:
Keep a register of people on site and those, who leave early, so that, in the event of a fire alarm, all persons can be accounted for.
Familiarise all participants with the position of fire alarm points and fire assembly points.

Ensure that they have made specific arrangements to evacuate participants using wheel chairs from the site.
(n) All passageways and exits must be kept free from obstruction at all times.
(o) The Hirer must ensure that they know where extinguishers are located and how to use them, how to obtain assistance from the emergency services and the location of fire exits.
(p) In the interests of safety, no glass, whether bottle, jar or drinking glass is allowed on the School site.
(q) No items of a flammable or explosive nature or any article producing an offensive smell must be bought onto the School premises.
(r) The Hirer must provide a sufficient number of stewards as may be necessary to ensure adequate and efficient supervision of the users during the letting.
(s) The Hirer is responsible for providing access to a mobile telephone for emergency purposes.
(t) The Hirer must contact a representative of the School as soon as practicable in the event of an emergency that puts the School premises or School property at risk.
(u) All Hirers are responsible for alerting the School of any unsafe conditions (including equipment, lighting and playing surface condition, etc.), and for preventing their group from using or continuing to use equipment or facilities while in an unsafe condition.
(v) Any accidents or injuries occurring on the premises arising out of any perceived deficiencies in the condition of the equipment or facilities must be immediately reported to the School.
(w) Electrical equipment used by the Hirer, but not provided by the School, must have the agreement of the School and the Trust, and comply with all applicable regulations including being PAT tested.
(x) Any damage or deficiencies in equipment or facilities must be reported to the School before leaving the School site.

8. Conduct

(a) The Hirer is responsible for ensuring that guests leave the School site, including the car park area, in a quiet and responsible manner, having due regard for the local residents. On departure there must be no beeping of car horns or shouting.
(b) The Hirer is responsible for the maintenance of good order at all times during the hire period, including by spectators.
(c) The Hirer should not cause any nuisance, including offensive language, to other users, residents in neighbouring properties, School staff and the general public.
(d) Any loudspeakers must be moderate, so as not to cause a nuisance to other users, residents in neighbouring properties, School staff or the general public.
(e) The Hirer is responsible for ensuring that the neighbours to the School's external facilities are not unnecessarily disturbed; this includes excessive shouting and bad language.

9. Standards and Safeguarding

(a) Hirers must have regard to the national standards of qualification, experience and overall competence of instructors/supervisors/coaches for sporting and other activities.
(b) It is the responsibility of the Hirer to ensure that they have followed the requirements for Disclosure and Barring Service (DBS) checks with regard to any personnel coaching or supervising of children or vulnerable adults.
(c) If children are present, a responsible adult must directly supervise them at all times. The Hirer must ensure sufficient supervision by a suitable number of responsible adults is undertaken whilst a playing field or sports area is in use.

(d) CCTV is in operation at all times for the security of the School, staff, pupils, visitors and Hirers.

10. Cleaning

(a) The Hirer is responsible for leaving any facility hired in a clean and tidy state ready for School use.
(b) This includes ensuring that all plastic bottles, cans and other litter has been removed from site or left in the litter bins provided.
(c) Checks to ensure that the facility is in a satisfactory state will be completed by the member of School staff, who is on duty for the letting.
(d) Should the facility not be left in a clean and tidy state, the School reserves the right to bring in any necessary cleaning staff, including specialist cleaners, and charge these costs to the Hirer.

11. Licenses

(a) Normal licensing laws relate to all School sites.
(b) No alcoholic drink may be brought onto the School site or sold on the School site.
(c) Temporary Event Notices (TENs) are required for regulated entertainment (e.g. live and recorded music and performance of dance). No public performance of a play, cinematography exhibition, public dancing, singing, music or other public entertainment of the like shall be performed on the School site unless the necessary licence has been obtained. It may be that blanket Performing Rights Society (PRS) or Phonographic Performance Limited (PPL) licences cover some situations, but this must be cleared in advance with the School.
(d) No form of gambling is permitted on any School site.

12. Venue Capacity

(a) Schools confirm to Hirers the maximum capacity for venues.
(b) The Hirer is responsible for ensuring that the numbers attending the function do not exceed that quoted in the booking form or the capacity of the venue, as advised by the School.

13. Site Tour

(a) The Hirer is expected to tour the premises prior to the final agreement to hire the facilities. During this visit, School representatives familiarise the Hirer with the following:

- fire alarm call points;
- fire assembly points;
- parking;
- toilets; and
- contact numbers.

14. Lost Property

(a) The Trust and its Schools accept no responsibility for any articles or property lost during the hire.
(b) Articles of lost property should be handed to the School.

15. Interpretation of Rules

(a) The School must be consulted in advance if there is any doubt about the interpretation of any of the above terms and conditions or any of the detail in the Trust Lettings Policy.