



## **Lettings Policy**

# Updated 11<sup>th</sup> December 2023

Policy reference:	A52
This policy is to be reviewed:	3 yearly
The next review date is:	December 2026
Review is the responsibility of:	Trust Board
Review History	
Review ratified:	25/05/20
Review ratified:	May 2023
Review ratified:	9 <sup>th</sup> October 2023. 11 <sup>th</sup> December 2023

Authorised by: Full Trust Board

Registered Address: Eastrea Road, Whittlesey PE7 1XB Email: office@aspirelearningtrust.org Tel: 01733 703991

Revisions r	nade:	
Date:	Page no.	Description of changes:
May 2023	P10	Site Staff Attendance fee updated
	P25	Emergency contact details updated
October 2023	P16	Appendix Two - Booking application form updated
October 2023		Charges updated – Appendix One
December 2023	P3	3.5 and 3.6 amended
December 2023	P30	Appendix Five added

## 1. Purpose of this policy

This policy sets out the framework under which the Trust will allow other organisations and individuals to use its premises. However, use of the facilities by the Trust's schools takes priority over lettings.

#### 2. Policy Statement

- 2.1 The Trust welcomes the opportunity to play its part in the local community by making its facilities available to local organisations and individuals.
- 2.2 Any such use needs however to be compatible with the needs of the Trust and the health, safety, security and well-being of pupils, staff and premises.
- 2.3 The Trust therefore has absolute discretion in accepting, refusing or cancelling bookings.
- 2.4 Income from lettings is considered a valuable addition to the funds available to the Trust, and lettings within this policy framework will be encouraged.

## 3. Principles applying to Lettings

- 3.1 The areas available for letting are listed, together with approximate capacity and any restrictions on use and current charges, in <u>Appendix One</u>.
- 3.2 All lettings are for a minimum of one hour, unless individual terms are negotiated e.g. long-standing bookings or similar factors. Setting up and clearing away must be undertaken within the hire period.
- 3.3 Charges will be as set out in <u>Appendix One</u>, unless individual terms are negotiated before the booking is accepted e.g. in cases where a service is provided to pupils, long-standing bookings or similar factors.
- 3.4 The Trust Board will continue to review the lettings charging policy, the rate of charges and any free/concessionary lettings of Trust premises.
- 3.5 The Trust Board has indicated that as a general policy, and to reflect the community nature of the provision, they may agree a concessionary discount to the letting charge to an external organisation if more than half the youngsters attending are current pupils of Aspire Learning Trust, so long as the charge would at least cover the known cost of the letting.
- 3.6 Specially negotiated rates for all local <u>community</u> organisations may be offered by the Trust so long as the charge meets any cost incurred.
- 3.7 Where an organisation does not produce evidence of holding its own insurance, the hirer may, on payment of an affiliation fee of £30 per organisation per annum, effect this insurance through a policy arranged by the Trustees. Please indicate clearly on the hire application form if this option is to be taken up. This policy carries an excess of £500 for each and every claim for damage to the premises or contents caused other than by fire or explosion. This is not available to commercial hirers, where having their own insurance is a condition of hire.

- 3.8 Hirers will be responsible for obtaining all necessary consents for their activity e.g. entertainment licence, sale of alcohol licence and producing evidence of this with their application.
- 3.9 Where the Trust has to cancel a booking to enable a Trust event to take place, it will try to offer an alternative location or time/date.
- 3.10 The Trust will consider allowing advertising for an event/club on the Trust site and or the circulation to pupils of advertising/publicity materials on an individual basis.
- 3.11 Hirers providing activities for vulnerable adults, children and/or young people, or those which use the Trust premises when pupils are present, will need to satisfy the Principal/Executive Head that it has policies in place for the protection and safeguarding of vulnerable groups. These will include safer recruitment, vetting and induction of personnel; also child protection, first aid and dealing with allegations of abuse.
- 3.12 Hirers may also be required to provide evidence that suitable and sufficient risk assessments have been carried out, in line with its health and safety policy, and any other requirements of Aspire Learning Trust are met.
- 3.13 The site manager and/or any other member of staff, governor or Trustee may be present at any letting. However, by prior arrangement we can ensure only male or female personnel are in attendance if this is a requirement of a letting.
- 3.14 All lettings are subject to the Trust's Conditions of Hire detailed in <u>Appendix Three</u>.

## 4 Administrative arrangements

- 4.1 The site manager in each school will be responsible for arranging lettings on behalf of the Trust and have delegated authority to vary charges in line with the principles set out in paragraphs 3.3, 3.5 and 3.6 above.
- 4.2 All potential hirers will complete the application form, <u>Appendix Two</u>, and submit a signed copy of the Conditions of Hire document, <u>Appendix Three</u>, acknowledging acceptance of the conditions and obligations laid down.
- 4.3 Bookings will be confirmed and acknowledged with the Information and Instructions for Organisers document shown in <u>Appendix Four</u>.
- 4.4 The site manager will be responsible for notifying the Trust Finance Manager of all bookings received.
- 4.5 The Trust Finance Office will raise invoices and receive income from lettings in accordance with the procedures laid down in the Finance Manual.
- 4.6 The Finance Committee will review income from lettings periodically as part of its overall financial monitoring, and review charges at least every three years.
- 4.7 The Finance Committee will balance the desire to generate income against the desire to support "worthy" groups within the community.
- 4.8 The Trust/school newsletters should be used, when space permits, to remind parents about the availability for hire of the Trust's facilities.

## 5 Safeguarding Vulnerable Groups and Child Protection Issues.

- 5.1 The Trust Board controls the use of the Trust's premises both during and outside of school hours.
- 5.2 Where the Trust Board provides services or activities directly under the supervision or management of Trust staff, the Trust's arrangements for child protection and safeguarding will apply.
- 5.3 Where services or activities are provided separately by another body, the Trust Board will seek assurance that the body/organisation/hirer concerned has appropriate policies and procedures in place with regard to safeguarding vulnerable groups, children and/or young people.
- 5.4 In order to demonstrate that the Trust has taken all reasonable precautions to ensure the safeguarding of vulnerable groups, children and young people, the hirer will be required to complete the Safeguarding Information attached to the application Form (<u>Appendix Two</u>).
- 5.5 Where a form requires Trusts to judge whether an organisation's Child Protection Policy covers at least the minimum requirements, the nominated school Safeguarding Officer and Safeguarding Governor will complete a checklist to ensure that the Organisation meets the necessary requirements.
- 5.6 Where an organisation does not have a policy, or where their policy is inadequate, the organisation can choose to adopt the Trust's Child Protection and Safeguarding Policy or can approach the Local Safeguarding Children Board to obtain a model policy.
- 5.7 The Hirer has an appropriate Safeguarding Policy and Procedure that clearly describes what individuals have to do in order to keep vulnerable groups safe. The Hirer agrees to provide a copy of that policy to the nominated Safeguarding Officer at the school.
- 5.8 The Hirer will have a designated person, or champion, for safeguarding. The champion should be an individual whose responsibility is essentially to make sure that things written in the Safeguarding policy and procedure really happen.
- 5.9 Until such time as the Safeguarding information and checks are provided and completed a letting cannot be confirmed.

## Letting Fees

Non-commercial Lettings (i.e. family gatherings, community sports clubs, etc.):

## New Road Primary School

		Charges	
Accommodation Approx. Capacity		Weekday	Weekends and School Holidays (inc. Bank Holidays)
<b>Classroom</b> With tables and chairs	30 people	£13.20 per hour	£19.20 per hour
Meeting Room With table and chairs	6 people	£13.20 per hour	£19.20 per hour
<b>New Hall, foyer and toilets</b> Large hall suitable for sports activities or large meetings, with adjoining refreshments kitchen.	Seated in rows 250 Standing/dancing 200 Seated at tables 140	£33.00 per hour	£49.50 per hour £297 per day
Old Hall, foyer and toilets Large hall suitable for sports activities or large meetings.	Seated in rows 75 Standing/dancing 100 Seated at tables 66	£16.50 per hour	£24.75 per hour £148.00 per day
Multi-Use Games Area Inc. toilets with outside access		£16.50 per hour	£24.75 per hour
Playing Field Inc. toilets with outside access		£27.50 for up to 3 hours	£41.25 for up to 3 hours
<b>Playground/Hard standing</b> Car boot sales Caravan rallies	20 units 20 pitches	£8.80 per hour	£13.20 per hour
Toilets with outside access		£8.80 per hour	£13.20 per hour
Toilets with outside access (inc accessible toilet)		£11.00 per hour	£16.50 per hour

## Park Lane Primary School

		Charges		
Accommodation	Approx. Capacity	Weekday	Weekends and School Holidays (inc. Bank Holidays)	
<b>Classroom</b> With tables and chairs	30 people	£13.20 per hour	£19.20 per hour	
<b>Meeting Room</b> With table and chairs	6 people	£13.20 per hour	£19.20 per hour	
Main Hall, foyer and toilets Large hall suitable for sports activities or large meetings.	Seated in rows120Standing/dancing150Seated at tables70	£22.00 per hour	£33.00 per hour £198 per day	
<b>ICT Suite</b> With 20 class PCs + teacher PC, projector, interactive whiteboard, speakers and printer.	20 people	£22.00 per hour	£33.00 per hour	
Playing Field Inc. toilets with outside access	Winter: Football pitch x 1 Summer: 200m oval running track 100m sprint track Rounders field x 3	£27.50 for up to 3 hours	£41.25 for up to 3 hours	
Playground/Hard standing Car boot sales Caravan rallies	20 units 20 pitches	£8.80 per hour	£13.20 per hour	
Toilets with outside access		£8.80 per hour	£13.20 per hour	
Toilets with outside access (inc accessible toilet)		£11.00 per hour	£16.50 per hour	

## Sir Harry Smith Community College

		Charges		
Accommodation	Approx. Capacity	Weekday	Weekends and School Holidays (inc. Bank Holidays)	
<b>Classroom</b> With tables and chairs	32 people	£13.20 per hour	£19.20 per hour	
Meeting Room With table and chairs	6 people	£13.20 per hour	£19.20 per hour	
Main hall, foyer and toilets Large hall with stage and banked seating, suitable for sports activities, large meetings, productions.	Seated in rows 400 Standing/dancing 450 Seated at tables 250	£22.00 per hour	£33.00 per hour £198 per day	
Laurie Richards Centre Large room with tables and chairs, reception area, toilets and kitchen facilities.	Seated in rows 100 Seated at tables 65	£16.50 per hour	£24.75 per hour	
ICT Suite With 32 class PCs + teacher PC, projector, interactive whiteboard, speakers and printer.	32 people	£27.50 per hour	£41.25 per hour	
<b>Library</b> Comfortable room equipped with tables and upholstered seats.	Seated in rows 200 Seated at tables 80	£27.50 per hour	£41.25 per hour	
<b>Drama Room/Studio</b> Smaller hall suitable for meetings or to extend capacity of large hall.	Seated in rows 75 Standing/dancing 30	£16.50 per hour	£24.75 per hour £148 per day	
Dining Hall SICO tables/stools	Seated 180	£16.50 per hour	£24.75 per hour	
Sports Hall	60 people	£16.50 per hour	£24.75 per hour	
<b>Gymnasium</b> No use of any equipment whatsoever is permitted unless proof of relevant certificated training is provided to the Principal.	60 people	£16.50 per hour	£24.75 per hour	
Changing Rooms & Showers	8 male showers 8 female showers	£13.20 per hour	£19.20 per hour	

## Sir Harry Smith Community College continued

			Charges		
Accommodation	Approx. Capacity	Weekday	Weekends and School Holidays (inc. Bank Holidays)		
Playing Field with football pitches	11 a-side x 1 pitch 9 a-side x 1 pitch	£33.00 for up to 3 hours	£49.50 for up to 3 hours		
Astro Turf A – unlit Inc. toilets with outside access	5 a-side x 2 pitches or 7 a-side x 1 pitch	£22.00 per hour	£33.00 per hour		
Astro Turf B – Floodlit Inc. toilets with outside access	11 a-side x 1 pitch or 5 a-side x 2 pitches	£27.50 per hour	£41.25 per hour		
Tennis/Netball Courts A Inc. toilets with outside access	Tennis x 2 courts Or Netball x 2 courts	£19.80 per hour	£29.70 per hour		
Tennis/Netball Courts B Inc. toilets with outside access	Tennis x 2 courts Or Netball x 2 courts	£19.80 per hour	£29.70 per hour		
Playground/Hard standing Car boot sales Caravan rallies	50 units 25 pitches	£8.80 per hour	£13.20 per hour		
Toilets with outside access (Inc. accessible toilet)		£8.80 per hour	£13.20 per hour		
<b>Weddings</b> Main hall, foyer, toilets, drama studio	200 people	n/a	£825 per day		

#### **Commercial Lettings:**

Any activity which is intended to make a profit for the hiring organisation, unless the profit is for the benefit of a charity or the Trust, and/or any company selling goods or services will be charged at the above rates plus a premium of 50%. In these circumstances the hirer is responsible for ensuring that they are fully insured including Public Liability cover to £5 million, and will need to demonstrate this to the Trust.

#### Parking:

Parking is available out of school hours in the staff car park.

#### Additional Facilities:

At a supplementary cost additional facilities can be made available by prior arrangement including the following:

- PE equipment, including mats\*;
- Catering kitchen (may only be hired as part of another letting);
- Tea and coffee making facilities;
- Presentation equipment e.g. projector, whiteboard, flipchart;
- Stationery.

#### Site Staff Attendance:

Some bookings may be subject to an additional fee for Trust staff attendance. This information should be established at the time of booking. The charging scale for this is as follows:

Non-Profit Booking:	£26.00 per hour
Commercial Booking:	£38.00 per hour

<sup>\*</sup> The use of PE equipment is strictly controlled and by prior arrangement only. No use of any equipment whatsoever is permitted unless proof of relevant certificated training is provided to the school Principal/ Executive Head.

## Letting Application Form

#### HIRE OF TRUST FACILITIES - BOOKING APPLICATION FORM

Name of Hirer:	Tel No:	
Organisation:	Mobile Tel No:	
Email Address:	I	
Date(s) required:		
Time(s) required (inc. setting up and clearing av	way time):	
Room(s) required:		
Please indicate any additional facilities requi	red, inc. numbers where appropriate:	
Tables:	Toilets:	
Chairs:	Tea and coffee making facilities:	
Projector and whiteboard:	Catering kitchen:	
Flipchart:	Staging:	
Access for deliveries: (by agreement only, additional charges may app	oly)	
Nature of function:		
Approximate number attending: (NB: See con	nditions of hire for limits on numbers):	
Name and Address to whom invoice should be sent:		
Insurance (Please read note 5.8/5.9 of the cond	ditions of hire):	
I have already arranged insurance cover with the Trust users association. <b>YES/NO</b>		
I have arranged my own insurance cover, the po	blicy number of which is as follows: YES/NO	
Policy nowith (Certificate of insurance must be provided to the school	h the insurer ool Site Manager)	
I wish the Trust to arrange insurance cover and	add 12.5% to the total account. YES/NO	

**I certify** that I am not less than 18 years of age, I have read and agree to be bound by the conditions of hire relating to the letting of the Trust for the time being in force and I accept responsibility for observance of the regulations, and agree to pay on demand the letting charge.

**I hereby** indemnify the Trust Board against all claims in respect of injury, loss or damage (including damage to the Trust premises) arising from this letting. In requiring this undertaking the Trust Board do not seek to absolve themselves or any employees from the liability as owner/occupiers of the premises.

#### HIRE OF TRUST FACILITIES - BOOKING APPLICATION FORM SAFEGUARDING INFORMATION

Organisation's Address:		
Name of Leader (if different from above):	Tel No: Mobile Tel No:	
Address:		
Email Address:		

<b>Does the proposed use of premises involve children under the age</b> ( <i>If yes, please complete the section below</i> )	of 18? YES	NO
Is the organisation registered with Ofsted?	YES	NO
(If yes, please provide date and registration Number)		
Date :Registration Number:		
<b>Does the organisation currently have a Child Protection Policy?</b> (If Yes, please provide a copy)	YES	NO
If you answered no to the question above you must sign and agree to ad Trust Child Protection and Safeguarding Policy.	here to the Aspire Lea	arning
Leader's Name :Signature: (Alternatively you may contact the Local Safeguarding Children Board and obtain your organisation (https://www.peterboroughlscb.org.uk/) which must be in place b	a model policy for adopti	on by
Date & number of the Leaders Enhanced DBS/CRB check:		
Date the leader last attended Child Protection training :		

Who was the training provider?

Please provide the names, addresses and telepho attendance that provide a supervisory (A continuation form is provided to enable)	or position of authority.	ı regula	ar
Name:	Tel No:		
Address:	Mobile Tel No:		
Has this person been Enhanced DBS/ CRB checked?		YES	NO
Date and number of Enhanced DBS/ CRB check :			
Date:Number:			

......

Have all adults associated with the organisation been provided with basic Child	YES	NO
Protection training?		

#### Consent:

I understand, where children or young people are present, that I must notify the Trust if there has been a change in Ofsted registration or adults regularly attending, and that failure to do so could result in a termination of the agreement.

I confirm that all the information provided by myself, or my organisation, in this form above is accurate.

Signed by organisation Leade	r:	Date:
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# HIRE OF TRUST FACILITIES - BOOKING APPLICATION FORM SAFEGUARDING INFORMATION – CONTINUATION FORM

Name:	Tel No:	
Address:	Mobile Tel No:	
Has this person been Enhanced DBS/CRB checked?	YES	NO
Date & number of Enhanced DBS/CRB check:		
Has this person received Child Protection training?	YES	NO
Date of training:		

Name: Address:	Tel No: Mobile Tel No:	
		<u></u>
Has this person been Enhanced DBS/CRB checked?	YE	S NO
Date & number of Enhanced DBS/CRB check:		
Has this person received Child Protection training?	YE	S NO
Date of training:		

Name:	Tel No:	
Address:	Mobile Tel No:	
Has this person been Enhanced DBS/CRB checked?	YES	NO
Date & number of Enhanced DBS/CRB check:		
Has this person received Child Protection training?	YES	NO
Date of training:		

Name:	Tel No:	
Address:	Mobile Tel No:	
Has this person been Enhanced DBS/CRB checked?	YES	NO
Date & number of Enhanced DBS/CRB check:		
Has this person received Child Protection training?	YES	NO
Date of training:		

Name:	Tel No:	
Address:	Mobile Tel No:	
Has this person been Enhanced DBS/CRB checked?	YES	NO
Date & number of Enhanced DBS/CRB check:		
Has this person received Child Protection training?	YES	NO
Date of training:		

#### HIRE OF TRUST FACILITIES - BOOKING APPLICATION FORM

For Trust use only:

Checklist for Minimum Requirements of Child Protection Policy

Name of Hirer:	Tel No:		
Organisation:	Mobile Tel No:		
Organisation's Address:			
Email Address:			
Name of Leader (if different from above):	Tel No: Mobile Tel No:		
Address:			
Email Address:			
Ofsted registration confirmed (where relevant):		YES	NO
Confirmation that a copy of child protection policy has be	en provided to the Trust:	YES	NO
Confirmation that policy covers at least the minimum requ	uirements, checklist completed:	YES	NO
The organisation fulfils the requirements as stated on the	form above.	YES	NO
Form Checked by:			
Name and signature of Head Teacher or Designated	Member of Staff		
Name :	Job Title:		
Signature :	Date :		

#### Once signed, this form should be retained by the Aspire Learning Trust Safeguarding Officer

Confirm that the Safeguarding or Child Protection Policy Complies with the following Checks:	Date
Acknowledges that the organisation should be working within child protection procedures.	
States how the organisation will seek to keep children and young people safe Identifies how to make a referral, who to contact both daytime and out of hours	
States the process for dealing with allegations against a member of the organisation	
Includes a statement that all staff and/or volunteers regularly attending have to have an enhanced CRB check and that all references have to be sought, before the member of staff/volunteer can work with children and young people	

Only when all statements have been positively evidenced within the policy can it be signed off.

## **Conditions of Hire**

## 1. BOOKINGS

- 1.1 Applications for the hire of any of the listed hireable rooms/ areas in the building or outside areas must be in writing on the enclosed form, Appendix Two.
- 1.2 The scale of charges is set out on the enclosed sheet, Appendix One.
- 1.3 For one-off or annual events a deposit of 25% of the total charges payable is due with the application and the balance will be invoiced for payment within 30 days of the invoice date.
- 1.4 For commercial bookings, the initial application must be accompanied by a 50% deposit.
- 1.5 Some bookings may be subject to compulsory site attendance by a member of Trust staff as a condition of booking, for which an additional charge will be payable. Charges are shown on page 8 of this policy.
- 1.6 Applications may not be made earlier than 53 weeks before the date of the hiring and are taken in the order in which they are received.
- 1.7 Charges are reviewed periodically, and are those in force at the time of the letting.
- 1.8 All charges are inclusive of administration, utilities, caretaking and cleaning unless otherwise stated.
- 1.9 The Trustees have the absolute right to refuse any application for hire.

#### 2. CANCELLATIONS

- 2.1 The hirer may cancel a booking upon giving fourteen days' notice in writing.
- 2.2 If the building or the room hired is not re-let on the date or dates in question the deposit may be forfeited.
- 2.3 If a hiring is cancelled within fourteen days of the date of the hiring, the hirer will pay the balance of the charges that are due.
- 2.4 The Trustees reserve the right by notice to the hirer to terminate the hiring at any time for reasons outside of their control and to return to the hirer any monies paid by way of deposit, but the Trustees shall not be under any liability to the hirer for any loss or damage they may sustain out of such a termination.

## 3. FACILITIES AVAILABLE AND SCALE OF CHARGES

3.1 The capacity of the hall, rooms and sports facilities is as set out below.

#### New Road Primary School

		Charges	
Accommodation	Approx. Capacity	Weekday	Weekends and School Holidays (inc. Bank Holidays)
<b>Classroom</b> With tables and chairs	30 people	£13.20 per hour	£19.20 per hour
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## Sir Harry Smith Community College continued

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Astro Turf B – Floodlit Inc. toilets with outside access	11 a-side x 1 pitch or 5 a-side x 2 pitches	£27.50 per hour	£41.25 per hour
Tennis/Netball Courts A Inc. toilets with outside access	Tennis x 2 courts Or Netball x 2 courts	£19.80 per hour	£29.70 per hour
Tennis/Netball Courts B Inc. toilets with outside access	Tennis x 2 courts Or Netball x 2 courts	£19.80 per hour	£29.70 per hour
Playground/Hard standing Car boot sales Caravan rallies	50 units 25 pitches	£8.80 per hour	£13.20 per hour
Toilets with outside access (Inc. accessible toilet)		£8.80 per hour	£13.20 per hour
<b>Weddings</b> Main hall, foyer, toilets, drama studio	200 people	n/a	£825 per day

## 4. LICENCES/ LEGALITIES

- 4.1 The conditions attached to the premises licence shall be duly observed. A copy of the licence may be seen on application and the hirer shall be deemed to have had notice of all such conditions.
- 4.2 No excisable liquor shall be sold unless the hirer has satisfied the Principal/Executive Head that the relevant licence or permission required under the Licensing Act 2003, or any subsequent legislation, has been obtained by the hirer or on his behalf and the hirer shall ensure that any conditions attached to such licence or permission are complied with.
- 4.3 The hirer shall not use the premises or any part thereof for a performance for which copyright subsists without the consent of the owner of the said copyright, or in any manner infringe any subsisting copyright.
- 4.4 If any part of the premises are to be used for purposes of gaming or games of chance of any description the hirer shall be responsible for securing that the provisions of the Gambling Act 2005 or any subsequent amending Act are fully observed and complied with.
- 4.5 The Hirer shall be expected to comply with the regulations of the Performing Rights Society.
- 4.6 The premises are subject to the normal Sunday trading laws for the time being in force and only restricted items may be sold on a Sunday. Details of these may be obtained from the local Trading Standards Team.

## 5. HIRER'S RESPONSIBILITIES

- 5.1 No Bluetac, nail or fastening of any kind shall be driven or put into or on to any wall, partition, pillar or other fittings or furniture.
- 5.2 Comply with all premises signs and notices.
- 5.3 Electrical equipment must <u>not</u> be brought onto the premises unless:
  - The arrangement has been approved in advance with the Trust, and
  - The equipment has been checked and has a current certificate to confirm that it complies with the Electricity at Work Regulations for the time being in force.
  - Any portable mains electrical equipment which is to be used outside of a building must be protected by the use of a 'Residual Current Device'. (RCD).
- 5.4 The hirer is responsible for inspecting and certifying the safety of any non-electrical equipment brought on to premises by them or their invitees or their agents.
- 5.5 The hirer shall repay to the Trustees on demand the cost of reinstating or replacing or repairing any part or parts of the premises, including any of the furniture and fittings therein contained, which shall be damaged, destroyed, stolen or removed as a result of the negligence of the hirer or their invitees, servants or agents during the period of hire.

- 5.6 The Hirer shall not assign the benefit or burden of the hiring or sublet or share possession of the premises or any part thereof.
- 5.7 The hirer shall indemnify the Trustees against all claims, demands, actions or proceedings in respect of any loss, damage or injury caused by or to any persons which shall occur while such person is in or upon part of the premises or arise from any accident or occurrence which happens while such person is in or upon any part of the premises or in respect of any loss or damage suffered or sustained by any person by reason of use of the premises by the hirer.
- 5.8 The cloakrooms will be in the care and custody or the hirer, who must provide their own attendants and be responsible for any loss that may occur.
- 5.9 The hirer shall arrange insurance to cover the terms of indemnity set out in clauses 5.4 and 5.6 above and produce for inspection written confirmation from the insurance company or broker concerned.
- 5.10 If any additional expense is incurred, arising from the letting, or any extra cleaning becomes necessary as a consequence of the use of the premises, the hirer (person or organisation hiring the premises) will be responsible for any such expense and charged accordingly.
- 5.11 If no suitable insurance has been arranged by the hirer, the hirer may, on payment of an affiliation fee of £30 per organisation per annum, effect this insurance through a policy arranged by the Trustees. Please indicate clearly on the hire application form if this option is to be taken up. This policy carries an excess of £500 for each and every claim for damage to the premises or contents caused other than by fire or explosion.
- 5.12 All areas used are to be left in a clean and tidy condition at the end of the function. Hirers are responsible for removing or otherwise disposing of litter and rubbish resulting from their use of the premises or grounds.
- 5.13 The wearing of footwear of any kind that is liable to cause damage to the flooring in any part of the Trust's premises' is prohibited. When the premises are hired for the purposes of auction sales, horticultural shows, dancing or other events of a similar nature the hirer must protect the flooring with a suitable covering.
- 5.14 If you run a club/group/activity that involves children or young people it will be necessary to satisfy the Principal/Executive Head that you have policies in place for safeguarding children and young people. These will include safer recruitment, vetting and induction of personnel; also child protection, first aid and dealing with allegations of abuse. Evidence may also be required that suitable and sufficient risk assessments have been carried out, in line with its Health and Safety policy, and any other requirements of Aspire Learning Trust are met.
- 5.15 All functions held on the Trust's premises' must end by Midnight on the day of hiring. The attention of the Hirer is drawn to local bylaws relating to excessive noise and public nuisance.

- 5.16 At any function that requires tables and/or chairs to be set out, the setting out is the hirer's responsibility. However the clearing away is covered as part of the caretaking duties.
- 5.17 The use of catering kitchen facilities must be agreed at the time of booking. A member of Trust staff will need to be in attendance during such lettings in a supervisory/advisory capacity, and the cost of this met by the hirer. At least 4 weeks' notice prior to the function must be given for use of these facilities to be arranged.

#### 6. PROVISION OF STEWARDS

- 6.1 The hirer shall provide such number of attendants and stewards as may be necessary to secure the efficient supervision of the premises during the hiring, including:
  - The orderly and safe admission and departure of persons to and from the site and the orderly and safe clearance of the premises in case of emergency.
  - The safety of the premises and the preservation of good order and decency therein.
  - Ensuring that all doors giving egress from the premises are kept unfastened and unobstructed and immediately available for exit during the whole time the premises are in use.
- 6.2 For discos, the following will apply:
  - All stewards must be clearly identified by a badge showing the word 'steward'.
  - All stewards (be they employed or volunteers) must be instructed in their duties by the hirers and not by any agent of the hirers.
  - People known to have caused any problems inside or outside on any previous occasion or are clearly the worse for drink must be refused admission.
  - At no time must bottles and/or glasses be left lying about in any part of the premises.

## 7. EMERGENCY CONTACT DETAILS

7.1 In the event of emergency during the period of hire, the hirer should contact:

New Road Primary & Nursery School Site Manager - Mr. Josef Wyness on 07999 352014

Park Lane Primary & Nursery School Site Manager – Mr Steve White on 07743 148700

Sir Harry Smith Community College Site Manager – Mrs Debra Osborne on 07419 320121

#### 8. HEALTH AND SAFETY

- 8.1 No smoking is permitted on Trust sites (premises or grounds).
- 8.2 Users of the premises are reminded of their responsibilities under the Health and Safety at Work Act 1974
- 8.3 No persons shall intentionally interfere with or misuse anything provided in the interests of health safety or welfare in line with the relevant statutory provisions.
- 8.4 Hirers should have their own First Aiders and Supplies. First Aid administered and ALL accidents, no matter how insignificant, must be recorded in the accident book situated in the school office.
- 8.5 Hirers should have access to a mobile phone in the case of an emergency

#### 9. FIRE INSTRUCTIONS

9.1 In case of a fire the hirer will sound the fire alarm using one of the manual call points, evacuate the building and call the fire brigade by dialling 999.

#### 10. VEHICLE PARKING/RESTRICTIONS

- 10.1 Parking of vehicles must be restricted to the designated parking area(s) as stipulated from time to time by the schools.
- 10.2 The speed limit for vehicles within the schools' grounds are 10 mph.
- 10.3 The Trustees reserve the right to restrict vehicle movements/ parking on grassed areas if weather conditions are likely to cause damage to the surface.

#### 11. GENERAL

- 11.1 The Trustees reserve unto themselves and their officers, servants and agents a right of entry to every part of the premises at any time when duly authorised so to enter.
- 11.2 The Trustees may, by prior arrangement, allow a hirer reasonable time to clear up and remove property either at the end of the hiring or on the following morning but in any event the premises must be clear of all property by 8:00am on the date after a hiring. The Trustees do not undertake safe custody of property remaining on the premises.
- 11.3 The hirer must not do in or near the premises any act or thing which may cause the Trust or the Trust Trustees to incur or become liable to pay any penalty damages, compensation costs, charges or expenses.

11.4 The hirer must comply in all respects with the provisions of any statutes and other obligations imposed by law, or by any byelaws applicable to the hirer's use of the premises.

## 12. SCALE OF FEES AND CHARGES

12.1 Revisions of charges may be made with effect from 1st September each year.

## 13. CHILD PROTECTION AND SAFEGUARDING VULNERABLE GROUPS

- 13.1 The Hirer has an appropriate Safeguarding Policy and Procedure that clearly describes what individuals have to do in order to keep vulnerable groups safe. The Hirer agrees to provide a copy of that policy to the nominated Safeguarding Officer at the school.
- 13.2 The Hirer will have a designated person, or champion, for safeguarding. The champion should be an individual whose responsibility is essentially to make sure that things written in the Safeguarding policy and procedure really happen.
- 13.3 Selection and vetting of volunteers and staff should be rigorous and properly conducted. As a minimum this should include the rigorous checking of CVs and references and making appropriate Disclosure and Barring Service (formerly Criminal Records Bureau) checks.
- 13.4 The Hirer should have a training and information plan whereby staff can be helped to be made aware of safeguarding children issues and to recognise when something is wrong. It is important this is part of a new volunteer or staff member's induction.

## 14. DECLARATION

I understand the Conditions of Hire detailed in this document and agree to hire the accommodation at Aspire Learning Trust in compliance with these conditions.

Name:\_\_\_\_\_

Signed:\_\_\_\_\_

Dated:

## **Appendix Four**

#### Information and Instructions to Organisers of Events held at Aspire Learning Trust

Organisation name:				
Organiser name:	Phone no:			
Event date:	Event time:			
Event details:				

# Under the Health and Safety at Work Act 1974 the Trust provides the following information:

1	The area/ room allocated to your activity is:	
		٦
2	Access is gained to this area from:	
•	The mean of the leader of the sector de	٦
3	The nearest telephone is located:	
		٦
4	The Site Manager's telephone number is:	
		_
5	The First Aid Box is located:	
		_
6	Potential Health and Safety Hazards:	

#### **Instructions to Organisers**

- 1. In the event of fire immediately trigger the fire alarm by means of pressing a manual call point.
- 2. Dial 999 and ask for the Fire Brigade.
- 3. Evacuate all personnel to a safe place. Check your attendance register and await Fire Brigade.
- 4. Immediately thereafter telephone the Site Manager or his designated substitute.
- 5. In the event of an accident follow First Aid procedures; telephone 999 for Ambulance.
- 6. Immediately thereafter telephone Site Manager.
- 7. Obtain names and addresses of at least two witnesses where possible.

8. If an accident has occurred whilst utilising the Trust's equipment do not move or touch the equipment until a Trust representative has examined it.

#### Notes to Organisers

- 1. The area allocated to you must be reached by the most direct route from the access point indicated, and members of your party must not enter other rooms or areas, other than to utilise designated cloakroom or toilet facilities.
- 2. In the event that the Trust has agreed to permit the use of facilities for the purpose of preparing beverages or food, only such equipment shall be used as is necessary for the preparation of these, and the activity must be under the supervision of the Organiser or some other responsible person.
- 3. Any equipment made available must be used strictly in accordance with standard practice and under the supervision of the Organiser.
- 4. Organisers are reminded that the responsibility for the safety of their party rests with the Trust and with the Organiser jointly.

## Clubs and Extra-Curricular Activities - Safeguarding and Child Protection Checklist

#### You should:

[] have an effective safeguarding and child protection policy in place

[] have a staff behaviour policy (sometimes called a code of conduct)

[] be aware of and have **training** on the specific safeguarding issues including online) that can put children at risk of harm

[] have clear **procedures on what to do if there are concerns** about a staff member, volunteer or another adult who may pose a risk of harm to children

[] appoint a **designated safeguarding lead** (DSL),10 who has undertaken safeguarding and child protection training (including online)

[] provide parents or carers with a **named individual** (such as the DSL or another named member of staff) so they can raise safeguarding concerns

[] if you're a lone provider, give parents or carers the **contact details of your local authority's children's services** or the NSPCC helpline number

[] know the local referral route into children's social care

[] **report any allegations of harm** to a child to both your local authority designated officer (LADO)11 and the police as soon as reasonably practicable

[] know if the **legal duty to refer** to the Disclosure and Barring Service applies to you and ensure you make referrals when appropriate

#### **Suitability of staff and volunteers**

#### You should:

[] make sure staff and volunteers have had **relevant pre-employment checks**, for example:

- DBS check
- verification of identity
- references
- right to work

[] have **regular performance reviews** in place to check the suitability and training requirements of staff and volunteers after their appointment

#### **Governance**

You should:

[] a clear complaints procedure

[] an effective whistleblowing policy

[] a clear staff behaviour policy (code of conduct)

[] a clear **line of accountability** for safeguarding which runs throughout your organisation, including at the most senior level

[] a clear **record of the safeguarding training** provided to staff and the schedule of refresher training

#### Health and safety

#### You must:

[] consider the suitability and safety of the setting	<b>g</b> for employees, children and yo	ung persons,
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taking steps to reduce any risks identified

[] have a fire safety and evacuation plan

[] have **paediatric first aid training** where children aged 5 and under are attending the provision (unless you're exempt from registration with Ofsted)

#### You should also:

[] have **first aid training** and a **first aid kit** to hand as well as awareness of what to do in an emergency where children aged over 5 are attending

[] have more than one emergency contact number for each child

[] make sure you know of any medical concerns or allergies

Copies of documentation mentioned to be handed to your school lettings contact (copies won't be taken, but school can request to see them at any time). To be completed annually.

Name:	Date:
Signed:	
Office use only	
Original documents seen by:	Date: