



# LETTINGS POLICY

## Cherry Trees School



## **Applications**

All correspondence and applications for the hire must be made directly to the school. All applications are subject to approval by the Local Governing Board of the school, but subject to any direction given to them by the Endeavour MAT.

## **Hirer**

The hirer must be over 18 years of age and shall be the person by whom the application form for the hiring is signed. Such person shall be responsible for the payment of the fees payable in respect of the hiring and for the observance and performance in all respects of the conditions and stipulations contained in the hire agreement. This includes the safeguarding of children and young people, and ensuring that no activities are being undertaken during the period of hire that could be considered prejudicial or discriminatory, nor that involve hate.

## **Insurance**

The hirer will be required to indemnify the school against any liability at law in respect of any accident involving death or bodily injury to any person or damage to or loss of any property real or personal and happening consequent upon or in connection with the use of the premises unless due to the negligence / default of the Local Governing Board, its servants or its agents. The Endeavour MAT has a special insurance policy which will provide cover for the hirer in certain cases. Full policy details including conditions and exclusions can be found in the Third-Party Hirer's Policy. Where the hirer is a political organisation, a professional entertainment promoter, or uses the premises on a commercial / business basis or is unable to satisfy the requirements of the Third-Party Hirer's Policy then they will be required to obtain separate third-party insurance cover.

The hirer will be required to confirm insurance arrangements when completing the Application for Hire of School form.

## **Fees and Charges**

The hire fee shall be paid in full upon signing the Hire Agreement together with any returnable deposit required by the Local Governing Board.

## **Duration of the Letting**

The Governors shall determine in advance the duration of a letting.

## **Cancelling of Hiring by Local Governing Board**

The Local Governing Board reserves the right to refuse any application without stating reasons for so doing.

The right is reserved to cancel any hiring, without notice, where the Local Governing Board considers it necessary for any cause outside their control.

### **Cancellation or Postponement by Hirer**

Hirers will be allowed to cancel or postpone such bookings giving at least 14 days' notice. Refunds or fees payable are at the discretion of the Local Governing Board.

### **Hired Area**

The facility may only be used for the purpose of hire as stated. Access is strictly restricted to the hired area and any toilet facilities, entrances, exits and corridors as directed by the Local Governing Board.

Endeavour MAT and Local Governing Board reserve to themselves, and their officials, the right to enter the hired area at all times on producing evidence of their identity.

### **Variation of Conditions**

There shall be no variation to the conditions of hire without the express consent of the Local Governing Board.

Any member of staff is entitled to inspect or visit at any time and may amend or stop any activity they feel in their judgement is unsuitable or outside the Conditions of Hire.

### **Care of School Premises**

The hirer is responsible for everyone who is on the school's premises for the activities they are organising and, generally, for everyone who comes on to the parts of the school's premises which are under the hirers control at the stated times. The hirer is responsible for ensuring that they comply with all the terms of the hire agreement.

No notices or placards shall be affixed to, lean upon or be suspended from any part of the school premises.

No bolts, nails, tacks, screws, pins or other similar objects shall be driven into any of the walls, floors, ceilings, furniture or fittings. The hirer shall ensure that no persons using the permitted area to use shoes with stiletto heels or other footwear which may in the opinion of the Local Governing Board be damaging to the floor surfaces of the hired area.

Appropriate clothing and footwear suitable for purpose must be worn. Non-marking soles only are permitted at all times.

### **Intoxicating Liquor**

Intoxicating liquor shall not be brought into nor consumed on school premises without the prior consent of the Local Governing Board. Where such consent is given the hirer must comply with the Licensing Laws and provide evidence of such to the Local Governing Board.

### **Smoking**

There shall be no smoking, including vaping, on the school premises on the grounds of fire security and the potential for damage to floors and furniture.

## **Illegal Substances**

There shall be no bringing onto site any illegal substances.

## **Public Entertainment and Other Licences**

The promoters of entertainment and functions to which the public are admitted on payment shall be responsible for completing to the satisfaction of the Governors all formalities in connection with the use of the premises for that purpose. Where the Chief Fire Officer or Licensing Authority require additional facilities for the purpose of a letting (such as "Exit" sign and emergency lighting) which are not already installed, it shall be the responsibility of the hirer to provide such facilities of an approved type and method of installation.

Payment for admission shall be deemed to include admission by tickets or programmes or by any other method by which the making of a payment entitles a person to admission.

No entertainment or function to which the public are admitted shall be allowed unless the premises are licensed for the purpose under the bye-laws of the Local Authority in whose area the premises are situated and all necessary regulations against fire are complied with.

The hirer shall be responsible during the function or entertainment for which the premises are hired for ensuring:

- All safety requirements and recommendations of any Licensing Authority are complied with.
- Any limitation on the number of persons admitted imposed by any Licensing Authority or the Governors are complied with.
- Suitably qualified persons are employed to be responsible for the supervision of the premises and the conduct of those attending so as to avoid personal danger, and damage to the premises.

## **Copyright and Performing Rights**

No copyright work shall be performed without the licence of the owner of the copyright and the payment of any appropriate fees.

The hirer shall comply with all the provisions of the Copyright, Designs and Patents Act 1988. If the hirer shall fail to do so any permission previously granted by the Local Governing Board to use the school premises shall be immediately cancelled and the Local Governing Board shall have the right to recover fees, charges or any other payments referred to in these Regulations.

The hirer shall indemnify the Local Governing Board from and against all actions, proceedings, costs, claims or demands whatsoever, arising out of the performance of Copyright Works on school premises.

The hirer shall, immediately after any performance or function at which music has been performed or songs sung, complete, sign and return to the Performing Right Society a Performing Right Society Limited form obtainable from the Performing Right Society Limited, 29-33 Berners Street London W1P 4AA.

If it is proposed to play a copyright record or tape in public, application for a licence so to do must be made to Phonographic Performance Ltd, 103 James Street, London W1R 3HG.

Evidence that the necessary licences have been obtained must be supplied to the school at one month before the letting.

### **Gaming**

No gaming is allowed except in accordance with the conditions of the Gaming Act 1968, Section 41 when gaming is carried on at an entertainment promoted for raising money to be applied for purposes other than private gain. A copy of these conditions is open for inspection in the Local Magistrates Court during the normal hours of business and the hirer shall be deemed to have knowledge of the contents thereof whether or not he has availed himself of the opportunity of inspection.

### **Use of Equipment**

The hire area does not include the use of any equipment except where specifically agreed and subject to any fees deemed appropriate by the Local Governing Board. School furniture (other than chairs for use in halls) shall not be moved except by arrangement. The hirer must do everything reasonable to avoid loss, damage or breakage to the school's property whilst the school's premises are under the hirer's control. Any loss, damage or breakage must be reported as soon as practicable to the Executive Headteacher. The Local Governing Board will be entitled to charge the hirer for any such loss, damage or breakage on terms to be approved by the school.

### **Parking of Vehicles**

The parking of vehicles on the school's property shall be permitted in approved areas only on condition that persons bringing such vehicles on to the premises do so at their own risk and that they accept responsibility for any damage to the school's property or injury to any person whether connected with the establishment or not, caused by such vehicles or their presence on the school's premises.

### **Use of Playing Fields**

Any hiring of a playing field may be cancelled without notice if weather conditions or the state of the ground make it likely that unreasonable damage may result from use. Suitable footwear must be worn.

### **Safeguarding**

Where the purpose of the letting involves children, it is a requirement for the hirer to ensure that all of their staff and representatives (whether employed or

volunteers) have completed an identity check and Disclosure and Barring Service (DBS) check and that these individuals understand safeguarding following completion of relevant training provided to them by the hirer.

It is a condition of use and occupation of school premises that the hirer, prior to the commencement of the letting, provides written confirmation to school that the appropriate safeguarding and child protection policies and procedures are in place and will liaise with the school on these matters where appropriate.

As per statutory guidelines, should there be a significant issue that happens on the school's premises, please do let our Designated Safeguarding Lead know as soon as possible, and certainly on the next available working day. Should the School receive a safeguarding allegation, as with any safeguarding allegation, we will need to follow our safeguarding policies and procedures, including informing the LADO if necessary.

Where the purpose of the letting involves adults only, the hirer must confirm that there is a relevant safeguarding policy in place.

Any failure by the hirer to comply with safeguarding procedures will lead to termination of the agreement.

## **Pool Hire**

### Hire Procedure

The pool will be hired using the Cherry Trees School procedures. The normal procedure when dealing with a letting application is as follows:

- A formal signed lettings application form should be received from the prospective hirer. The person signing the form will assume responsibility for the building for the duration of the letting. The times stated on the form include arrival and departure, not water time only.
- Bursar should seek approval from the Executive Headteacher / Governors.
- Swimming coach to complete the school letting paperwork. Copy to the hirer, copy to the Site Team and file a copy. Charges should be calculated in accordance with Governors' policy, but should be at least the full economic rate.
- Upon receipt of payment, monies should be paid into the bank via the school. The pink receipt is then completed and sent to the hirer.
- Details should be entered onto the Quarterly Return. In addition to the above, all hirers are expected to sign to say they have read and understood.

## **The Normal Operating Procedures**

### The Emergency Action Plan

Hirers must also sign to agree:

- To provide their own lifeguard, qualified to a standard as stated in the above documentation, and provide proof and qualifications. (The school has a list of lifeguards available).
- To ensure that the appropriate swimwear is worn, particularly by members of their group who have issues with incontinence.
- Hirers must also provide proof of public liability insurance where necessary.

### Fees to Hire Pool

These currently are:

- £60 per hour Monday to Friday
- £65 per hour Saturday and Sunday

### Equipment

- Once the hire of the pool has been agreed, any necessary training will be given, particularly regarding the use of:
  - Sensory Equipment
  - Hoists
  - Specialist Changing Beds

One person must assume responsibility for the above equipment and only trained personnel can operate this equipment. The use of other equipment is included in the cost of the hire of the pool. However, any equipment damaged, and any damage to the fabric of the building, will be charged for.

The learner aids and equipment are stored on the poolside so that they are easily accessible. All equipment must be returned to the appropriate area after each lesson and put away tidily.

Teaching equipment includes:

- Arm discs
- Floats
- Pool buoys
- Noodles
- Bails
- Sinkers
- Hoops



Pool Lifeguard Rescue Equipment includes:

- Rescue poles
- Throw bags
- Torpedo buoys
- Two rescue mats (to assist with landings)

Poolside fixtures and fittings such as steps, sockets, wall and floor finishes shall be checked as part of day-to-day duties of the Swimming Teacher. Any defects found shall be reported to the Site Team. General equipment such as rescue poles, training equipment etc. shall be maintained in good order, stored properly and only used for its specific purpose e.g safety boards shall only be used for training or in an actual emergency situation.

## **Health & Safety**

### Planning – Managing Risk and Hazard Exchange

A meeting between both parties will take place which will include an exchange of information about health and safety and risk assessments relevant to the Letting. A Hazard Exchange Information for Lettings Form (Appendix 1) will be completed to record this information and copies kept by both parties along with any risk assessments (template as Appendix 2) or agreed provided risk assessment from hiring body relevant to the Letting.

The hazard exchange process will include:

- 1) The hazards that exist on the site which may be a risk to those letting the premises and any associated control measures in place which must be followed by those letting the premises.
- 2) The hazards created by those letting the premises presenting a risk to the regular users of the premises or those present during the Letting, and any control measures the Letting will have in place to reduce the risks.

### Security and Access for Lettings

The school will make clear on any Lettings Agreement the security arrangements for opening and closing the premises, including times and contact details for the person responsible for doing this e.g Caretaker. Those locking the school will carry out a check of the building to ensure everyone has left the premises before locking the site after a letting.

Those letting the premises will provide supervision for those taking part in the letting activity who might arrive before the scheduled start time. This is to ensure that those waiting do not become distracted and stray into unauthorised areas of the site.

The school will discuss with those letting the premises the permitted areas to be used and any limits of access on the site.

Where spectators are invited to observe activities e.g football matches on the school field, those letting the premises must be able to take responsibility for the spectators as well as those participating.

The school will ensure that access is prevented to all hazardous areas on the site, such as roof areas, D&T classrooms, machinery, substance storage facilities etc.

An agreement will be put in place for those letting the premises about reporting adverse incidents – such as trespassers on site. Those letting a premises must report any adverse incidents to the premises manager or others following agreed procedures.

#### Safe Condition of the Premises

Checks will take place to ensure that the Letting can go ahead in a safe and secure manner, for example, arrangements may differ in winter and summer for use of sports fields. It will be made clear who will check the condition of rooms used inside the building or external areas such as fields and pitches prior to the Letting taking place.

Arrangements will be in place regarding the recording and reporting of defects found or created during a letting.

Where premises are used during the winter months, arrangements will be in place for adequate external lighting to be switched on.

During winter or any inclement weather the site will have in place gritting or snow clearing arrangements, for example, the premises will have arrangements to grit some walkways for access and not other access points. Details will be communicated to those letting premises either as part of the letting agreement or by some other formal means. Those letting premises must take responsibility for ensuring pedestrians take the correct gritted access route to and from the premises.

During extreme weather the school will review their lettings and take the decision to refuse access if it is deemed to be unsafe.

The school will undertake regular premises condition checks as part of their normal premises responsibilities and these should be recorded.

#### Emergency Procedures / Fire

The Letting will have emergency procedures in place for their activities and the school will make any Lettings aware of emergency procedures to be followed as part of the hazard exchange process.

The school will provide the Letting with the fire procedures for the premises and Lettings must then take responsibility to communicate the procedures to all those present.

Those making a Letting must have access to a mobile phone should they need to raise the alarm in an emergency. The school will provide every Letting with information on what to do and who to contact in an emergency.

### Accidents

The school will clearly define what a Letting must do if an accident occurs on the site and how they should notify the school. The school will review this information and investigate any accidents where the condition of premises or site problems may be relevant.

### First Aid

The school and those letting the premises will be clear on whether the group letting the premises will have access to site first aid facilities and first aiders or whether the Letting will provide their own.

### Cleaning and Waste Disposal

The school will discuss with those letting the premises the potential for any waste which may be generated and any cleaning requirements as a result of the letting. The school will arrange for those lettings to remove all waste and take responsibility for all cleaning as required, and this will be agreed and recorded in the Lettings Agreement.

### Equipment

It will be made clear in the Letting Agreements which equipment on the site may be used by the Letting. In most situations, the use of the site owned equipment will not be permitted within the Letting and this will be made clear.

The school must insist that any portable electrical equipment brought onto site has been tested under the requirements for portable appliance testing and that where required a Residual Current Device (RCD) is in use. If the equipment is left at the premises, it must be stored safely as agreed with the school, and only be used by those letting the premises.

### Communication

The school will ensure that arrangements for the use of the premises and access arrangements are communicated to all those taking part and it is suggested that these are reviewed with all Lettings regularly and at least annually.

### Monitoring

The school will hold regular review meetings with all Lettings to ensure that all parties have:

- The opportunity to update and exchange information.
- Review activities on site, accidents and incidents and any other issues which have arisen.
- Review and update hazard exchange and risk assessment information.

## **Miscellaneous**

The hiring body shall comply with such additional conditions as the Endeavour MAT, Executive Headteacher, or the Governors may require in writing, to be observed for a particular letting.

Should the Hirer fail to observe the Conditions of Hire, the Duty Manager may require the Hirer to vacate the premises and the Hirer's rights under this agreement may be terminated immediately.

The Duty Manager shall have the right to refuse admission to any person without giving reason to do so and may similarly require any person or persons to leave the premises.

The premises will not be hired out to extremist groups or those who popularise hatred or intolerance of those with protected characteristics.

## **Key Documents**

*The Health & Safety aspect of this policy has been based on the Health, Safety and Wellbeing Service's 'Guidance on Health and Safety for Lettings' dated 1<sup>st</sup> June 2015.*



## Section 2 – Letting Activity Hazards

Those letting the premises must identify the hazards created by the activity or equipment used which pose a risk to the regular users of the premises or those present during the Letting.

Those letting premises must identify the control measures they will have in place to reduce the risks.

Hazards – Lettings	Details/location and control measures to be taken.

The following site arrangements for the letting have been agreed by both parties. Any changes to the letting, such as activities, duration or equipment being brought onto the premises must be reviewed by both parties.

Site Arrangements	Details

Where necessary, both the school and the person/group letting the building will be required to exchange written risk assessments.

*Sign and date*

<b>On behalf of the school</b>			
<b>Representative for those letting the premises</b>			
<b>Creation date</b>			
<b>Review date(s)</b>			

<b>RISK ASSESSMENT FOR:</b>	ASSESSMENT UNDERTAKEN BY:  DATE:	ASSESSMENT REVIEW BY WHOM:  DATE:
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HAZARD RATINGS A	1 = Minor Injury 3 = Major Injury 5 = Serious Injury	LIKELIHOOD B			2 = Unlikely 4 = Occasional 6 = Probable	RISK PRIORITY C	18-30 = High 6-12 = Medium 2-4 = Low
HAZARD	PERSONS AT RISK	A Hazard Rating	B Likelihood	C (AXB) Risk	CONTROL MEASURES		ACTION (Additional)