

Lettings Procedures – Manshead CE Academy

Safeguarding

The school's Safeguarding policy must be consulted and followed when dealing with external organisations that work with children or young people.

All hirers must state the purpose of the hire. The purpose of each application for hire will be checked and any concerns over the nature of the letting or gathering will be reported to (the Manager) before approval is given.

All hirers agree to comply with our policies and requirement

If we are aware or suspect that the letting or gathering has been or is to be used for purposes which could or may be reportable under legislation or Government guidance or which contravenes current legislation in any way or which raises concerns under our Safeguarding Policy either Central Bedfordshire Council (social care) or Bedfordshire Police will be contacted if considered appropriate in the circumstances.

Approval

Considering applications for lettings the Principal/Headteacher, or delegated officer, will decide on the approval of the application with consideration to:

- The school's safeguarding policy
- Interference with school activities – priority at all times should be given to school functions
- The availability of facilities
- The availability of staff to open and close the premises
- Health & safety considerations in relation to the number of users, type of activity, qualifications of instructors, etc.
- Type of activity
- Adequacy of management procedures in place during the hire
- Appropriateness of the letting and whether it is deemed compatible with the ethos of the school

The charges for hire will be those in force on the date of hire. If charges are increased between the date of application and the actual date of hire, then the School reserves the right to make a supplementary charge.

All lettings require approval in advance by the **Business Manager**.

The lettings diary is maintained by the **Site Manager**. All out of school hours activities will be reported to the **Site Manager** for inclusion in the lettings diary to avoid double bookings.

The **Site Manager** may receive provisional bookings and will make an entry in the lettings diary. The booking will be confirmed on receipt of a completed booking form.

Payment

An invoice will be promptly raised by the **Senior Finance Officer**. Generally, all lettings are invoiced in advance either monthly, termly or quarterly, depending on the agreement reached between the hirer and the **Finance Assistant**.

In the case where hirers are invoiced in arrears/partly in arrears, they are expected to pay within 15 working days of the date on the invoice. Failure to do so will prompt the Finance Assistant Officer to send a reminder to the hirer. Failure by the hirer to pay the outstanding invoice within one week of the date of the reminder, will result in the letting being cancelled. A final reminder and letter of cancellation will be sent to the hirer, signed by the **Business Manager**.

Records

The **Site Manager** will be responsible for maintaining up-to-date records for each hirer to include:

- Contact details (Application for Hire C3)
- Insurance policy details (Application for Hire C3 and annual confirmation)

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- Child Protection Policy where appropriate (Application for Hire C3)
- CRB undertaking (Application for Hire C3)
- Indemnity Form (Conditions of Hire & Indemnity C4)
- Signed copy of Conditions of Hire (Conditions of Hire & Indemnity C4)

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APPLICATION FOR HIRE OF SCHOOL PREMISES

Applicant's Name and Address.....

.....

Applicant's Contact No. Day Eve.....

Organisation Name.....

Details of your Public Liability Insurance (copy of Certificate of Insurance to be provided)

Company.....

Renewal Date.....

Policy No

Date Facility Required.....

Purpose.....

Times: Start

Finish

Access for setting up from

Final departure including clear-up

Spaces & facilities required - please be specific:

.....

.....

.....

Number of people expected to attend:

I declare that to the best of my knowledge the information given by me above is correct.

For organisations who will be running activities for young people (under the age of 18):
I enclose a copy of our Child Protection Policy and certify that myself and all other adult (over-18) workers/volunteers have been CRB checked (or will be CRB checked before working) in accordance with the Conditions of Hire

I agree to pay the school's invoice in accordance with the Conditions of Hire and intend to make payment by CHEQUE/CASH (delete as appropriate)

Signature of

Applicant.....Date.....

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Letting of the School Premises: Conditions of Hire & Form of Indemnity

1. Acceptance of the letting is conditional upon the agreement to accept all letting conditions and to take all responsible steps not to infringe the law.
2. All fees are to be paid in advance. Cheques should be made payable to Manshead CE Academy
3. The governors of the school reserve the right to cancel any booking.
4. The hours of hiring must allow time for preparing for the event and cleaning up afterwards. A minimum letting period of 2 hours applies. All hirers are expected to vacate the premises by the agreed finishing time. Failure to keep to the times booked will incur a further charge for each hour or part hour. Such charge will vary according to the time your booking was due to end.
5. At the expiration of the hiring, the Hirer shall leave the building in a clean and orderly state and shall return spaces to the layout in which they were handed over. All the property of the Hirer and the Hirer's agents must be removed at the end of the hiring unless special arrangements are made. The School can accept no responsibility for any property left by the Hire's or their representatives on the premises.
6. The Hirer is responsible for all damage to School buildings and/or any property thereon or attached hereto occurring during the period of hiring or while persons are entering or leaving such property, where such persons causing the damage are present with the approval of the Hirer or a person or persons linked to the Hirer's organisation.
7. In the event of loss or damage occurring as a result of negligence or carelessness on the part of the organiser of the letting or the group on whose behalf the letting has been made, or where the school has good grounds for presuming that the damage occurred at this time and was not reported, the school reserves the right to make a charge to cover the costs of repairing the damage or making good the loss from the organiser or group. For some events the school reserves the right to ask for a £250 deposit in lieu of any additional cost incurred as a result of failure to vacate the premises at the agreed time; major cleaning requirements or damage caused. This is repayable within 48 hours after inspection of the premises has revealed no problems.
8. The wearing of footwear likely to cause damage to floors is forbidden. Persons found wearing such footwear will not be permitted to enter the premises.
9. The Hirer is responsible for reading these Conditions of Hire and for reading and signing the attached "Agreement for Indemnity".
10. On days when school is in session, articles such as pianos, table, flowers, etc. may not be delivered at the school before 4.30 pm on the day of use, unless arrangements for earlier delivery are made with the site manager. Within a reasonable time after the hire the Hirer shall proceed to remove all chairs or other furniture, decorations and other materials introduced onto the premises.
11. Special preparations, such as those required for the purpose of dancing, must not be applied to the floors without specific approval from the site manager.
12. The hirers should familiarise themselves with escape routes and the position of fire alarms and fire extinguishers. They should ask the school Site Agent to show them these. For those parts of the school where there is no emergency lighting system the hirer should appoint stewards with torches who are competent to lead an evacuation. If there is a fire, the hirers should call the Fire Service direct as well as notify the Duty Site Agent. This can be done by dialling 9-999 from any phone in the school,

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but it is expected that the hirer's stewards will also have access to their own mobile phones

13. Cancellation of hire must be sent in writing to reach the School not later than 4 working days before the date of the booking. If written cancellation is not received by the School, for any reason, the hirer will still be liable for the full cost of hire.
14. For block bookings only, the period of hire must be not less than 3 months and must consist of at least 10 individual hire sessions occurring not less frequently than once a fortnight (excluding school holidays). No refund will be payable, under any circumstances, for dates which are subsequently cancelled.
15. The charges for hire, will be those in force on the date of hire. If charges are increased between the date of application and the actual date of hire, then the School reserves the right to make a supplementary charge.
16. Payment for bookings must be in advance of the date(s) booked. For block bookings either payment for the entire booking is required or a minimum of one month's hire on receipt of our invoice. Payments must be made within 10 working days of the date on the invoice and failure to pay within 15 working days-of the date on the invoice will mean that the booking may be cancelled without further notice.
17. Please indicate on the Application form, which method of payment you will use.
18. The academy shall not be responsible for loss or damage to any property whatsoever or death or injury to any person whatsoever. Hirers must ensure that they carry their own insurance against their liability towards the public and their own employees in this respect. In accordance with Central Bedfordshire regulations the minimum level of Public Liability cover required is £5m.
19. Representatives of the academy shall at all times have free access to the premises for the purpose of inspection.

Public Entertainment

20. The school has no alcohol licence. Intoxicating liquor shall not be sold or supplied on educational premises without the express consent of the governors and the obtaining by the Hirer of an appropriate licence, according to the Licensing Laws in force at the time of booking.
21. Hirers must ascertain from the local council whether a Temporary Events Notice or a Premises Licence is required for their planned event. Many performances, social or sporting events for which tickets are sold to members of the public require at least a Temporary Event Notice. Enquiries should be made of the local council regarding car boot sales on the school premises - there are also VAT implications on car boot sales.
22. Where premises are not licensed under the Cinematography Acts no inflammable films or materials of an inflammable nature shall be used.
23. Hirers of educational establishments are required to furnish details direct to the Performing Rights Society, on forms which will be provided by the Society, with such particulars of the musical works publicly performed at the entertainments as are reasonably required to enable the royalties paid to be distributed to the parties interested in those works.
24. When commercial sound recordings (gramophone records, tape, CD recordings) are publicly used an application for a licence to use such recordings must be submitted to Phonographic Performance Ltd, Evelyn House, 62 Oxford Street, London, WIN CAN, from whom application forms may be obtained on request.

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Stage Lighting and Equipment

25. The school's sound & lighting equipment may be available for hire at additional cost to organisations who can demonstrate competency in its use. Clauses 6, 7 & 18 apply also to this equipment.
26. The Hirer must, by arrangement with the site manager, visit the establishment on the first day of hiring in order that a "hand over" may be made to ensure that the equipment to be used is in satisfactory working order. A similar "hand over" is to take place at the end of the letting.

School Playing Fields

27. The Hirer must ensure that the use of the playing field will not prejudice its use for normal purposes.
28. Motor vehicles must not be taken onto the school playing field.

Safeguarding

29. Where organisations hiring school facilities to deliver activities for young people (those aged under 18) the school requires that each organisation will provide a copy of its current Child Protection Policy. Such organisations will also be required to undertake appropriate CRB checks for all adults (those aged over 18) working with the young people in any capacity, whether paid or voluntary. The school will require the organisation to confirm that a satisfactory CRB clearance is held for the person making the booking and for all others engaged. The school does not require to see copies of CRB clearances

Health & Safety

30. There is joint responsibility on the school and the hirer to ensure that health and safety requirements are understood and provision made to ensure that such requirements are maintained. These responsibilities are explained in the Schedule of Key Responsibilities below
31. The hirer **must** seek specific permission from the school for any activities which introduce any unusual degree of risk.

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Schedule of Key Responsibilities

The **school's** main responsibilities are as follows:

- Spaces and equipment hired will be properly maintained to the standard appropriate for safe school use. In this connection hirers should bear in mind that the school is an Upper School with students aged between 14 and 18. The school's facilities are not specifically designed with younger people that that in mind
- Special hazards or issues will be drawn to the attention of the hirer
- Contact arrangements will be provided for the Duty Site Agent
- Spaces and equipment hired will be available and fit for use at the start of the letting
- For first bookings the Duty Site Agent will walk the hirer through the emergency and contact procedures

The **hirer's** main responsibilities are as follows:

- To be satisfied that space and equipment hired is suitable for the specific purpose intended
- To undertake a risk assessment appropriate for the activity and to ensure that adequate controls and supervision are identified and maintained. It is required that all activities should be appropriately supervised at all times
- To ensure that all supervisors are familiar with the evacuation procedures of the school and the hiring organisation
- Compliance with Child Protection/Safeguarding legislation (including CRB requirements)
- To maintain appropriate insurance cover, meeting at least the school's minimum requirements as set out in the Conditions of Hire
- To provide suitable First Aid arrangements. Please note that the school's First Aid team is not on duty outside school hours
- Compliance with the school's 'No Smoking Anywhere on Site' policy
- To take good care of the school's spaces & equipment and to notify the school of any damage arising during a hire, no matter how caused
- To maintain an appropriate means of raising alarm and contacting the emergency services if required. NB the school's fire alarm system is not linked direct to the Fire Service
- To make all payments due to the school in good time in accordance with the Schedule of Charges and payment terms

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LETTING OF SCHOOL PREMISES

Agreement for Indemnity and Acknowledgement of Conditions of Hire

This Agreement for Indemnity is made on

between :.....

(hereinafter called "The Hirer") of the one part and Manshead CE Academy (hereinafter called "the School") of the other part.

WHEREAS

1. At the request of the Hirer the School has agreed to hire to the Hirer part of the school premises for an activity organised or conducted by the Hirer or the Hirer's representative(s).
2. The Hirer has agreed to indemnify the School as hereinafter appearing.

NOW IT IS HEREBY AGREED by the Hirer

1. That he/she and his/her representative(s) will keep the School fully and effectually indemnified from and against any loss which the School may suffer by the claim of any third party entering the School premises for whatever purpose connected with the activity organised or conducted by the Hirer, and howsoever such claims arise.
2. That if and insofar as claims are made against the School the Hirer will meet the cost of all such claims by the provision of adequate insurance, proof of which will be furnished to the School before obtaining access to the premises.
3. That the Hirer has read and accepts the Conditions of Hire as set out

SIGNED

By the said:

.....

In the presence of

Address of witness

.....

.....

Date

Signed by

.....

for and on behalf of the School

Date