



Academy Policy

Lettings Policy

Policy type	Academy
Review timeframe	Annually
Author / Responsible Officer	Headteacher, Site Manager, Business and Resources Manager and Governing Board
To be ratified by	Governing Board
Approved by	Governing Board
Date of ratification	28 th March, 2022
Date of next review	March, 2023

"High achievement and a strong sense of well-being for all is our shared responsibility"

Contents:

Statement of intent

1. Legal framework
2. Roles and responsibilities
3. Emergencies and health and safety
4. Managing asbestos
5. The lettings process
6. VAT
7. Safeguarding
8. Fees and charges
9. Using the site
10. Equipment
11. Monitoring and review

Appendices

1. Application form for hire of Manshead CE Academy Premises and Facilities
2. Letting of the Academy Premises: Conditions of Hire and Form of Indemnity
3. Agreement for Indemnity and Acknowledgement of Conditions of Hire
4. Lettings during the coronavirus (COVID-19) pandemic
5. Lettings of Academy Premises and Facilities Risk Assessment
6. Schedule of Charges and Facilities available for Hire – September, 2022 to August, 2023

Statement of intent

Manshead CE Academy aims to maximise the use of all its facilities. The intended purpose of the academy's facilities is to benefit the school community; however, the academy understands that extending the use of the premises to the wider community allows us to maximise our income and provide an advantage to the clubs and groups who will use our facilities.

The academy endeavours to positively contribute to increasing participation in activities taking place in the local community.

This policy clearly sets out the rules and procedures the academy expects hirers to follow when using the facilities.

Signed by:

Andy McBurnie

Headteacher

Date: 28th March, 2022

Ali Brabner

**Chair of
Governors**

Date: 28th March, 2022

1. Legal framework

This policy has due regard to the relevant legislation, including, but not limited to, the following:

- The School Premises (England) Regulations 2012
- Health and Safety at Work etc. Act 1974
- The Health and Safety (First-Aid) Regulations 1981
- Education Act 1996
- The Control of Asbestos Regulations 2012
- The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) 2013

This policy has due regard to the relevant guidance including, but not limited to, the following:

- DfE (2018) 'Advice on standards for school premises'
- DfE (2015) 'The Prevent duty'
- DfE (2021) 'Keeping children safe in education 2021'

This policy operates in conjunction with the following academy / trust policies:

- First Aid Policy (trust with localised context)
- Fire Management Policy (academy)
- Premises Management Policy (academy)
- Health and Safety Policy (trust)
- Safeguarding and Child Protection Policy (trust)
- CCTV surveillance Policy (academy)
- Manual Handling Policy (academy)
- Asbestos Management Policy (academy)
- Academy Security Policy (academy)

2. Roles and Responsibilities

The **Governing Board**, or its delegated committee, is responsible for:

- Overseeing the marketing of the facilities to ensure their use is maximised.
- Working with the Headteacher to ensure all relevant policies and procedures are implemented and made available to hirers.
- Working with the Headteacher to agree fair prices to charge for using the premises: these will reflect the condition of the facilities but remain competitive enough to be accessible to the wider community.
- Ensuring the costs of any bills, e.g. electricity and water, that may be attributed to the use of the premises are covered.

The **Headteacher** is responsible for:

- Ensuring compliance with the premises licence.
- Working with the site team to assess whether or not the facilities are suitable for hire in their current condition.
- Ensuring that the academy has the correct insurance for hiring out the premises.
- Checking the hirer has adequate public liability insurance.
- Accepting and rejecting applications to hire the premises.
- Working with the Site Manager to ensure the premises are fit for use by hirers.
- Ensuring hirers familiarise themselves with any relevant policies and procedures, e.g. the First Aid Policy and Fire Management Policy.
- Ensuring the academy adheres to its Premises Management Policy.
- Reviewing the relevant safeguarding checks carried out by the hirer to ensure they comply with the requirements outlined in the Safeguarding and Child Protection Policy.

The **Site Manager** is responsible for:

- Ensuring the facilities and equipment requested are clean and in a good working condition for each hirer.
- Working with the hirers to ensure high levels of security are maintained.
- Showing the hirers how to properly open the premises and secure and lock the premises after use (where applicable).
- Maintaining and checking equipment to ensure the general upkeep of the site and its facilities.
- Organising any repairs and / or replacement of equipment.
- Maintaining up to date records for each hirer including:
 1. Completed and signed Application Form (Appendix 1).
 2. Contact details (Appendix 1).
 3. Insurance policy details (Appendix 1) including verification of annual checks (where applicable).
 4. Completed and signed Agreement for Indemnity and Acknowledgement of Conditions of Hire form (Appendix 3).
 5. Child protection Policy (where applicable).
 6. DBS undertaking.
- Reviewing and, where necessary, amending the academy's Lettings of Academy Premises and Facilities Risk Assessment (Appendix 5) to help ensure the safety of the hirer and their visitors.

Hirers are responsible for:

- Ensuring the proper use of the facilities and equipment they have requested to use.
- Taking the necessary steps to ensure there is no damage to any equipment or furniture, or the buildings themselves.
- Ensuring all related visitors and volunteers have signed in during their period of hire.
- Leaving the premises in a clean and tidy condition.

- Working with the Site Manager to ensure that the premises are secure after use.
- Obtaining adequate public liability insurance.
- Providing the Site Manager with proof that they hold a current and relevant insurance policy.
- Obtaining all necessary safeguarding checks where required, e.g. DBS checks, and providing proof of this to the Site Manager.
- Reading the Safeguarding and Child Protection Policy and other relevant safeguarding procedures, and ensuring they understand the rules and procedures detailed within.
- Informing the Headteacher of the activities that will be undertaken on the premises and of any changes to these activities.
- Reviewing and adhering to the Lettings of Academy Premises and Facilities Risk Assessment.

3. Emergencies and health and safety

The Site Manager and Headteacher will undertake relevant risk assessments for the suitability of the site before activities are carried out on the premises, to ensure the safety of the hirer and any additional visitors.

Hirers will conduct their own risk assessments for their activities.

In case of an emergency, the on-site telephones can be used to call the emergency services.

All hirers will be advised to have access to at least one mobile telephone that can be used to call the emergency services, should the on-site telephones not be accessible.

The Site Manager will check first aid kits periodically to ensure their stock levels remain high and, where necessary, restock the first aid kits with the relevant items.

The Site Manager will show hirers where first aid kits are, should they be required.

Hirers will be responsible for ensuring they have a trained first aider on site during the times they use the premises.

Smoking will not be permitted on the premises at any time.

Alcohol will not be brought on to, or consumed on, the premises at any time.

The hirer will familiarise themselves with the Fire Risk Assessment and other relevant risk assessments before using the premises.

The Site Manager will make copies of the academy's Fire Management Policy available to the hirer prior to the first hire date.

The hirer will be shown the academy's fire exits and evacuation points by the Site Manager prior to the first hire date.

4. Managing asbestos

Hirers will be provided with a copy of the academy's Asbestos Management Policy before using the site.

An asbestos management survey has been carried out and the academy has made an Asbestos Management Plan (AMP) – these will be shown to hirers on request.

The Site Manager will inform the hirer of any asbestos containing materials (ACMs) that have been identified and how they could be damaged or disturbed. Hirers will receive the correct information and instructions and will be clear on what precautions to take.

Risk assessments will be conducted of the areas to let, to ensure no ACMs will be disturbed.

If the academy finds there has been, or may have been, an unplanned disturbance of asbestos after the facilities have been hired, the following action will be taken:

- All activities will stop, and everyone will be evacuated from the affected area.
- Staff, students and visitors will not be allowed to re-enter the affected areas until any necessary remedial action has been taken.
- Items, including equipment, books or personal belongings, will not be moved from the area.
- Advice will be sought from an asbestos expert regarding remedial action.

Unless the incident is minor, the academy will notify the HSE, as this is a legal requirement under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) 2013.

Anyone who has come into contact with asbestos, and is concerned about their exposure, will be advised to contact their GP.

The academy's AMP will detail the procedures for staff to follow in the event of an incident, and this will be communicated to all staff.

Any incidents involving the disturbance of, and exposure to, asbestos will be recorded appropriately and dealt with in line with the academy's incident reporting procedures.

5. The lettings process

Potential hirers will contact the academy at **least 21 days before** they wish to use the premises.

The Site Manager is able to receive provisional bookings from prospective hirers and will check availability and make a provisional booking in the lettings diary. All out of school hours activities need to be reported to the Site Manager for inclusion in the lettings diary to avoid double bookings.

Provisional bookings will be confirmed on receipt of the completed Application Form (Appendix 1) and a completed and signed Indemnity / Conditions of Hire form (Appendix 3).

The completed Application Form (Appendix 1) and the completed Indemnity / Conditions of Hire form (Appendix 3) must be signed and submitted in writing to the Site Manager. Alternatively the signed forms can be scanned and emailed to the email address noted on the form.

For regular hire, only one set of forms needs to be submitted; however, all the requested dates will need to be noted.

Hirers will need to explain their desired use of the premises when completing their application form.

After receiving an application to use the academy's premises, the Headteacher will decide whether the premises are suitable for the hirer's needs.

If the application is rejected, the Site Manager will contact the applicant, either by telephone or email, to clarify the academy's response and outline the reasons for rejection.

Once an application has been accepted, the academy will notify the hirer of the charges due and request the appropriate deposit.

Hire fees can be paid via cash, cheque or bank transfer. The hirer will state how they intend to make payment in their application form.

Sub-letting of any form is strictly prohibited. If the academy receives any evidence pertaining to plans to sub-let the academy premises, all bookings the hirer has made with the academy will be cancelled and any monies paid forfeited.

6. VAT

At present the trust is not VAT registered and so lettings are currently invoiced net of VAT. Should the situation change hirers will be notified.

7. Safeguarding

The academy's Safeguarding and Child Protection Policy must be consulted and followed when dealing with external organisations that work with children or young people.

The academy will ensure that appropriate arrangements are in place to keep children safe during the hiring out of academy premises and facilities. Organisations submitting a lettings request involving working with children and / or young people will submit a signed copy of their current Safeguarding and or Child Protection Policy. The Site Manager will ensure there are arrangements in place to liaise with the organisation on these matters where appropriate.

The academy will ensure safeguarding requirements are included in any transfer of control agreement, as a condition of use and occupation of the premises. Failure to comply with this will lead to termination of the agreement.

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 Designated Safeguarding Lead (DSL) before approval is given.

All hirers agree to comply with our policies and requirements.

When determining whether to approve an application; the Headteacher and DSL will consider the following factors:

- The academy's Safeguarding and Child Protection Policy.
- The type of activity.
- Possible interferences with academy activities – priority at all times will be given to academy functions.
- The availability of facilities.
- The availability of staff to open and close the premises.
- Health and safety considerations in relation to the number of users, type of activity, qualifications of instructors etc.
- Adequacy of management procedures in place during the hire.
- The academy's duties with regard to the prevention of terrorism and radicalisation.
- Appropriateness of the letting and whether it is deemed compatible with the ethos of the academy.

An application will not be approved if it:

- Is aimed at promoting extremist views.
- Involves the dissemination of inappropriate materials.
- Contravenes the statutory Prevent duty.
- Is likely to cause offence to public taste and decency (except where this is, in the opinion of the academy, balanced or outweighed by freedom of expression of artistic merit).

The Headteacher will file an incident report form if they have reason to believe that the letting has been used for political purposes not previously authorised, the dissemination of inappropriate material or any other purpose that contravenes the Prevent duty.

Where an individual group is found to be promoting views in contravention of the academy's Prevent duty, the person or group is guilty of an offence, under the Education Act 1996, the academy will contact the police / academy site team who will remove the person or group from academy premises.

Similarly 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.

All hirers agree to comply with our policies and requirements and in particular attention is drawn to reading and following the guidance in the academy's Safeguarding and Child Protection Policy.

8. Fees and charges

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 academy reserves the right to make a supplementary charge. Please refer to the 'Schedule of Charges and Facilities available for Hire' (Appendix 6) for further details.

A refundable damage deposit will need to be paid once the booking has been agreed. Please refer to the 'Schedule of Charges and Facilities available for Hire' (Appendix 6) for further details.

All hire fees need to be paid in advance and at least **30 days** before the requested booking date

All lettings are invoiced in advance either monthly, termly or quarterly, depending on the agreement reached between the hirer and the academy.

Failure to pay at least 14 days before the date of hire will prompt the Finance Team to send a reminder to the hirer. **Failure by the hirer to pay the outstanding invoice within 7 days 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 Headteacher.

Hirers should give the academy at least **7 days'** (5 working days) notice if they wish to cancel their booking.

The academy will give hirers at least **30 days'** notice if they wish to cancel any bookings.

If the academy receives inadequate notice of cancellation, the hirer will still be liable for the full cost of hire.

Academy staff, reserve the right to refuse access to the premises hired if the whole fees have not been paid.

In the event that fees are outstanding after the hirer has used the premises, their organisation will be barred from using any facilities controlled by the academy until they have paid the full amount owing.

The academy reserves the right to take legal action should any outstanding fees remain unpaid for **30 days** after hiring.

Should any equipment, including items that have not been requested, be damaged, lost or stolen whilst under the hirer's care, the academy reserves the right to charge for repairing or replacing the equipment.

9. Using the site

The hirer will liaise with the Site Manager (or other delegated member of the Site Team) to ensure the academy remains secure before, during and after use.

Hirers will be given an emergency contact number for the member of the Site Team on duty in case of any security breach or emergency.

The premises will not be available to hirers after **10:00pm**, to avoid any noise complaints from neighbouring residents.

The Site Manager (or other delegated member of the Site Team) will remain on site until **6:00pm** to hand over control of the premises to the first hirer of the evening.

Keys or security codes will not be passed to any hirer or other person without written permission from the Headteacher.

The Site Manager (or other delegated member of the Site Team) will return to the site before the last hirer leaves, to ensure the site is clean and secure ready for the next day.

The academy will use its' judgement and common sense when handling complaints lodged against hirers; however, the academy reserves the right to take more severe action depending on the nature of the complaint.

- After receiving an initial complaint hirer will receive a verbal warning about their conduct on the property and be warned that a repeated offence will result in their booking privileges being suspended.
- After receiving a second complaint the hirer will have their existing bookings suspended for a period of at least two months. The academy also expects the hirer to issue an apology to the academy and complainant in writing.

The use of public announcement systems and loudspeakers must be agreed with the Headteacher and Site Manager, this agreement must include a maximum noise level which is not to be exceeded.

The academy's main car park is on the right-hand side of the driveway upon entering the site and is situated opposite and has easy access to the main buildings. This car park is available to hirers during their time on the premises; however, the academy will not accept responsibility for any loss, damage or accident that may occur whilst the car park is in use.

All other car parks including the staff car park are not to be used at any time even out of school hours.

10. Equipment

Hirers will identify any equipment they require from the academy and detail this in their application form; hirers must seek permission from the academy to use any additional equipment once the form has been submitted.

Furniture and fittings will not be removed or interfered with in any way, unless permission has been granted by the Site Manager or Headteacher. In the event permission has been granted, the Site Manager will oversee the move.

If a furniture move has been agreed, the hirer and Site Manager will negotiate restoring the premises back to its original state.

Any damage to equipment, furniture or the building will result in the hirer being charged the cost of any repairs or replacements.

Any seating provided may be limited due to availability.

Hirers are allowed to bring their own equipment on to the premises; however, they will be required to acknowledge this in their application form.

The academy cannot be considered responsible if any of the hirer's equipment is damaged, stolen or lost whilst being used on the premises.

CCTV surveillance systems will be used to monitor events and identify incidents taking place whilst the premises are in use, in accordance with the academy's CCTV Surveillance Policy.

Hirers will report any stolen or missing equipment to the Site Manager immediately.

No food or drink may be prepared on the premises without seeking direct permission to do so from the academy first.

Food may not be consumed on the premises without seeking direct permission to do so from the academy first.

Hirers will be responsible for arranging any additional licences that are required to the nature of their activities, e.g. a music licence.

Hirers will not bring animals onto the premises without permission from the Headteacher.

11. Monitoring and review

This policy will be reviewed annually by the Headteacher, Site Manager, Business and Resources Manager and Governing Board.

The scheduled review date for this policy is March, 2023.

Application Form for hire of Manshead CE Academy Premises and Facilities

Applicant's Name:		
Applicant's Address (for invoicing purposes):		
Organisation Name:		
Contact numbers:	Day:	Evening:
Email address:		
Details of applicant's Public Liability Insurance (copy of Certificate to be provided):		
Insurance Company:		
Renewal Date:		
Policy Number:		
Payment method:		
Requirements		
Date facilities required:		
Times:	Start:	Finish:
	Access for setting up from:	
	Final departure including clear-up:	
Spaces and facilities required – please be specific:		
Number of people expected to attend:		
Equipment needed:		
Details of any equipment you will be using on the premises:		

Purpose	
Details of the event:	
Will you be working with children and / or young people? If yes, have you attached a copy of your Child Protection Policy?	
<p>By signing this document, I acknowledge that I have read, understood and agree to the terms of this Lettings Policy.</p> <p>I declare that to the best of my knowledge the information given by me above is correct.</p> <p>For organisations who will be running activities for young people (under the age of 18):</p> <p>I enclose a copy of our Child Protection Policy and DBS numbers, levels and dates and names of all teachers / instructors / coaches.</p> <p>I agree to pay the academy's invoice in accordance with the Conditions of Hire and intend to make payment by cheque / cash / or bank transfer (delete as appropriate).</p>	
Signature of Applicant:	
Date:	

Once signed please return this completed from to:	
Post:	For the attention of the Site Manager
Email:	siteservices@mansheadschoo.co.uk

Letting of the Academy Premises and Facilities: Conditions of Hire and 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 Headteacher reserves 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 academy 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 academy 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 academy has good grounds for presuming that the damage occurred at this time and was not reported, the academy 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. This will be offset against the refundable damage deposit paid. For some events the academy reserves the right to ask for an additional £250 fee 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' (Appendix 3).
10. On days when the academy is in session, articles such as pianos, table, flowers, etc. may not be delivered at the site before 4:30pm 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 Site Manager to show them these. For those parts of the academy 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 Site Manager. This can be done by dialling 9-999 from any phone in the academy, 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 academy not later than 7 days (5 working days) before the date of the booking. If written cancellation is not received by the academy, 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 academy reserves the right to make a supplementary charge.
16. A refundable damage deposit is payable to secure a booking once it has been approved. This will be refunded once the letting (or final letting in the case of block bookings) has taken place and no damage has been incurred. Please refer to clause 7 for further details in relation to charges for damage.
17. Payment due for bookings must be made in advance of the date(s) booked and must be received at least 30 days before the booking is due to take place. For block bookings either payment for the entire booking is required or a minimum of one month's hire on receipt of 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.
18. Please indicate on the Application form, which method of payment you will use.

19. 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 Council regulations the minimum level of Public Liability cover required is £5m.
20. Representatives of the academy shall at all times have free access to the premises for the purpose of inspection.

Public Entertainment

21. The academy 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.
22. 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 academy premises.
23. Where premises are not licensed under the Cinematography Acts no inflammable films or materials of an inflammable nature shall be used.
24. 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.
25. 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, W1N 1AN, from whom application forms may be obtained on request.

Stage Lighting and Equipment

26. The academy's sound and 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.
27. 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.

Academy Playing Fields

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

Safeguarding

30. Where organisations hiring academy facilities to deliver activities for young people (those aged under 18) the academy requires that each organisation will provide a copy of its current Child Protection Policy. Such organisations will also be required to undertake appropriate DBS checks for all adults (those aged over 18) working with the young people in any capacity, whether paid or voluntary. The academy will require the organisation to confirm that a satisfactory DBS clearance is held for the person making the booking and for all others engaged. Details will need to be provided as noted on the application form.

Health and Safety

31. There is joint responsibility on the academy 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.
32. The hirer **must** seek specific permission from the academy for any activities which introduce any unusual degree of risk.

Schedule of Key Responsibilities

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

- Spaces and equipment hired will be properly maintained to the standard appropriate for safe academy use. In this connection hirers should bear in mind that the academy is Secondary School with students aged between 11 and 18. The academy's facilities are not specifically designed with people younger than that in mind.
- Special hazards or issues will be drawn to the attention of the hirer.
- Contact arrangements will be provided for the Site Manager (or designated Site Team member on duty).
- Spaces and equipment hired will be available and fit for use at the start of the letting.
- For first bookings the Site Manager 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 academy and the hiring organisation.
- Compliance with Child Protection / Safeguarding legislation (including DBS requirements).
- To maintain appropriate insurance cover, meeting at least the academy's minimum requirements as set out in the Conditions of Hire.
- To provide suitable First Aid arrangements. Please note that the academy's First Aid team is not on duty outside school hours.
- Compliance with the academy's 'No Smoking Anywhere on Site' policy
- To take good care of the academy's spaces and equipment and to notify the academy 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. Please note the academy's fire alarm system is not linked direct to the Fire Service.
- To make all payments due to the academy in good time in accordance with the 'Schedule of Charges and Facilities available for Hire' and payment terms.

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 Academy") of the other part.

WHEREAS

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

NOW IT IS HEREBY AGREED by the Hirer

1. That he / she and his / her representative(s) will keep the Academy fully and effectually indemnified from and against any loss which the Academy may suffer by the claim of any third party entering the Academy 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 Academy the Hirer will meet the cost of all such claims by the provision of adequate insurance, proof of which will be furnished to the Academy 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 Academy

Date _____

Lettings during the coronavirus (COVID-19) pandemic

This appendix has been provided to cover the lettings arrangements during the coronavirus (COVID-19) pandemic.

Please note: We will continue to review this appendix in line with the latest national and local guidance.

Statement of intent

At Manshead CE Academy, we recognise the importance of providing a safe environment for our students, staff and community alike. This appendix outlines the academy's approach to letting the premises with regard to coronavirus, and the procedures that the academy has put in place to mitigate risks. All hirers should have due regard for the procedures outlined within this policy.

Legal framework

This policy has due regard for relevant legislation and guidance, including, but not limited to, the following:

- DfE (2020) 'Safe working in education, childcare and children's social care'
- DfE (2021) 'Schools COVID-19 operational guidance'
- DCMS (2021) 'Guidance on coronavirus (COVID-19) measures for grassroots sports participants, providers and facility operations'

This policy operates in conjunction with the following academy / trust policies:

- Infection Control Policy (trust)
- Visitors Policy (academy)
- Health and Safety Policy (trust)
- Coronavirus (COVID-19): Risk Assessment
- Site Cleaning Policy (academy)

Cancellation

The academy will ensure any agreements it enters into with hirers contain clear terms and conditions to account for the possibility of a cancellation due to coronavirus and ensure both parties are treated fairly in this event.

Risk management

Social distancing

There are no longer any legal requirements for social distancing; however the academy will encourage hirers to consider additional precautions for those who are clinically extremely vulnerable (CEV). The academy will encourage hirers to refer to [guidance on protecting people defined on medical grounds as extremely](#)

[vulnerable](#) if they have any concerns regarding the lack of social distancing measures.

Infection control

Infection control measures will be implemented throughout the site, in line with the trust's Infection Control Policy.

Separate toilet facilities will be provided for hirers and any members of their party, where possible.

All facilities will be thoroughly cleaned in line with the academy's Site Cleaning Policy between uses by different groups and after use.

The academy will encourage hirers to arrive and leave in the clothing required for the activity, e.g. sports kit, where possible.

Precautionary measures

The academy will encourage all hirers and members of their party prior to comply with NHS Test and Trace service.

The academy will provide all hirers with copies of all the relevant policies and procedures prior to allowing them to use the site including the trust's Infection Control Policy.

The academy will ensure all hirers undertake an appropriate risk assessment for the activity they will be using the site for, and a copy will be provided to the academy.

If the academy is not satisfied with the risk assessment undertaken by the hirer, they will not be permitted to hire the site.

Hirer responsibilities

The hirer will comply with its responsibilities in relation to the NHS Test and Trace service.

The hirer will ensure all members of their party have read and understood the relevant policies prior to using the site.

The hirer will have due regard for public health advice when undertaking activities on the site.

The hirer will ensure that no one displaying symptoms of coronavirus attends on the premises.

Any member of the party who has returned from a country requiring quarantine upon return to the UK in the last 14 days must produce a negative polymerase chain reaction (PCR) test before attending the site.

Hirers will clean any equipment or surfaces used after they have finished any activities.

If individuals develop symptoms of coronavirus whilst on the site, they leave the site immediately and the academy follows the procedures outlined in the trust's Infection Control Policy.

Any individuals arriving on the site will be asked to sign a declaration form to state that they do not have symptoms of coronavirus and do not live with anyone displaying coronavirus symptoms.

Monitoring and review

The Headteacher and Business and Resources Manager will review this policy annex continually during the coronavirus pandemic in line with any updates to government guidance and local circumstances.

Lettings of Academy Premises and Facilities Risk Assessment

Assessment conducted by:	Job title:	Covered by this assessment:
Date of assessment:	Review interval:	Date of next review:

Related documents

Visitor Policy, Health and Safety Policy, Safeguarding and Child Protection Policy, Academy Security Policy, Lone Worker Policy, Key Holder Policy, Manual Handling Policy, Fire Management Policy, Fire Risk Assessment, Coronavirus (COVID-19): Risk Assessment for Schools

Risk rating		Likelihood of occurrence		
		Probable	Possible	Remote
Likely impact	Major Causes major physical injury, harm or ill health.	High (H)	High (H)	Medium (M)
	Severe Causes physical injury or illness requiring first aid.	High (H)	Medium (M)	Low (L)
	Minor Causes physical or emotional discomfort.	Medium (M)	Low (L)	Low (L)

Please note: This risk assessment covers the general provisions the academy will need to make when opening its premises and facilities for community use. This risk assessment may need to be amended to fit changes in either the academy's circumstances, or specific community activities.

Area for concern	Risk rating prior to action H / M / L	Recommended controls	In place? Yes / No	By whom?	Deadline	Risk rating following action H / M / L
Awareness of policies and procedures		<ul style="list-style-type: none"> The Headteacher ensures that all community use of academy facilities occurs in line with the following academy policies and documents: <ul style="list-style-type: none"> - Visitor Policy - Health and Safety Policy - Safeguarding and Child Protection Policy - Academy Security Policy - Lone Worker Policy - Key Holder Policy - Manual Handling Policy - Fire Management Policy - Fire Risk Assessment The Site Manager and Headteacher ensure that specific risk assessments are conducted with regard to high-risk activities. The Headteacher reviews this risk assessment in line with any new concerns that arise over community use of the academy facilities. 				
Letting academy premises for community use		<ul style="list-style-type: none"> The Site Manager identifies areas of the academy appropriate for letting for community use, and ensures other areas are appropriately cordoned off or signposted as areas that must not be entered by those letting areas of the premises. Select areas of the academy are available for letting between 5:00pm and 10:00pm from Monday to Friday, and from 9:00am to 6:00pm on Saturday and weekdays during school holidays. The Headteacher ensures that lettings information, including the times and areas for let and information on how to enquire, is publicised throughout the community. The Headteacher ensures that all instances of letting the academy facilities for community use are consistent with the academy's ethos and values and do not come into conflict with the academy's educational aims or provision. 				

Area for concern	Risk rating prior to action H / M / L	Recommended controls	In place? Yes / No	By whom?	Deadline	Risk rating following action H / M / L
		<ul style="list-style-type: none"> The Headteacher ensures that letting is open to all members of the community equally, and the academy will not discriminate against anyone by virtue of their protected characteristics. The Site Manager ensures that every hirer of the academy premises provides the details of the activities that will take place. Letting forms are checked by the Headteacher to ensure that the type of activities the hirer proposes to conduct are in line with the academy's licence agreement. Letting will only commence once the proposed activity is approved by both the DSL and the Headteacher. The Site Manager ensures that letting terms and conditions are clearly outlined to the hirer of the premises. The Site Manager maintains records regarding letting the academy premises, including booking forms and any additional information. The hirer provides evidence that they have adequate insurance in respect of their intended use of the premises and public liability. 				
Premises security		<ul style="list-style-type: none"> The Academy Security Policy is enforced by the Site Manager and Headteacher at all times. The Site Manager ensures that members of the community are aware of the areas of the academy premises to which they have access, e.g. through clear and appropriate signage displayed to indicate these areas. The premises are opened and closed in line with arrangements outlined in the academy Key Holder Policy, and any specific letting agreements. Where academy premises are in use by members of the community outside of school hours, the Site Manager or a designated member of the Site Team is present to open and close the academy. Keys to the premises are only handled by individuals who have been authorised by the Headteacher. 				

Area for concern	Risk rating prior to action H / M / L	Recommended controls	In place? Yes / No	By whom?	Deadline	Risk rating following action H / M / L
		<ul style="list-style-type: none"> Under no circumstances is the locking up of the premises delegated to a hirer of the premises or member of the community. Anyone believed to be trespassing or attempting to access areas of the academy to which they are not permitted entry, will be challenged where it is safe to do so, and removed from the premises where appropriate. Where a trespasser is believed to pose a risk to individuals within the academy, they are not challenged, and the police are called. Alarm codes for academy security systems are kept confidential and only shared on a need-to-know basis. The Site Manager designates the most appropriate entry point for community access, with the appropriate signage and security measures in place, to ensure no other doors are accessible to members of the public. Outside of school hours, the Site Manager ensures that rooms other than those required for community use are locked. The Headteacher ensures the Lone Worker Policy is adhered to with regard to supervision of community use of academy premises outside of school hours. 				
Health and safety		<ul style="list-style-type: none"> The trust's Health and Safety Policy is adhered to at all times. There is at least one trained first aider on the premises during school hours or when specific activities such as parent's evenings are taking place out of school hours. Hirers are made aware that it is their responsibility to provide their own first aider when hiring the academy facilities for activities. Specific risk assessments are undertaken for community use involving high-risk activities, e.g. gymnastics classes. The Headteacher requests that hirers of the academy premises conduct and provide the academy with its own risk assessment conducted for the activities that will take place on site. 				

Area for concern	Risk rating prior to action H / M / L	Recommended controls	In place? Yes / No	By whom?	Deadline	Risk rating following action H / M / L
		<ul style="list-style-type: none"> The Headteacher ensures that there is always a member of academy staff present in areas in use by members of the community. The Site Manager confirms with hirers of the academy premises that statutory health and safety ratios are met for their activities. The Site Manager ensures that areas of the academy or academy equipment that are not appropriate for community use are kept stored away or are clearly marked as not for use. The Headteacher and Site Manager ensure that a maximum capacity of community users that can safely be on the premises both during and after school hours is determined, and access is controlled on this basis. The Site Manager holds overall responsibility for ensuring that the permitted number of community users of academy facilities is not exceeded. First aid kits are available near academy facilities open for public use. The Site Manager ensures that moving of furniture, e.g. for community letting of areas of the premises, is only undertaken by suitably trained academy staff in line with the Manual Handling Policy. The Site Manager ensures all hazards are removed or clearly marked in areas of the academy used by members of the community. 				
Safeguarding		<ul style="list-style-type: none"> The Safeguarding and Child Protection Policy is adhered to at all times. The DSL and Headteacher approve that any hirers of the academy premises have adequate safeguarding policies and procedures and have conducted all necessary safeguarding checks, including DBS checks on staff and volunteers, for all activities involving children. 	Y			

Area for concern	Risk rating prior to action H / M / L	Recommended controls	In place? Yes / No	By whom?	Deadline	Risk rating following action H / M / L
		<ul style="list-style-type: none"> The Headteacher ensures that no community events involving alcohol take place on the academy premises during school hours. The Site Manager ensures that members of the community remain aware that they are on academy premises, and, therefore, are expected to behave appropriately and respectfully, e.g. by displaying signage. The academy reserves the right to refuse access to the premises or remove a member of the community from the premises, e.g. they are causing disruption or where there is reason to believe they have intent to cause harm to children. 				
Fire safety		<ul style="list-style-type: none"> The academy's Fire Management Policy and Fire Risk Assessment is implemented in areas used by members of the community. All hirers of the premises are provided with a copy of the academy's Emergency Evacuation Action Plan. Appropriate signage is displayed throughout areas of the premises in use by members of the community to direct them to the appropriate fire exits and inform them of evacuation procedures. Emergency equipment, e.g. fire extinguishers, are present and serviced as per statutory requirements. Members of the community are reminded that smoking is prohibited on academy premises. 				
Academy equipment and sports facilities		<ul style="list-style-type: none"> The Headteacher in conjunction with the Site Manager ascertains what equipment in the academy is available for use by members of the community, e.g. gym equipment. High-risk equipment that could cause injury if used by an individual without the requisite skills and knowledge to do so, e.g. trampolines or certain science equipment, is only used by members of the community and community organisations where the Headteacher can be assured that this level of skill and knowledge is present. 				

Area for concern	Risk rating prior to action H / M / L	Recommended controls	In place? Yes / No	By whom?	Deadline	Risk rating following action H / M / L
		<ul style="list-style-type: none"> The Site Manager ensures that all academy equipment made available for use by the community is safe to use and in good working order. The Site Manager maintains a register of academy equipment used by community organisations or individuals, making a note of any high-risk equipment in use and any equipment that leaves the academy premises for any reason. Hirers of the academy premises that use academy equipment are liable for any loss or damage to said equipment while it is in their use. All equipment used by members of the community is subject to regular checks by the Site Manager and is checked in specific response to any reports of malfunctioning. 				
Coronavirus (COVID-19)						
Infection control		<ul style="list-style-type: none"> Members of the community are informed, either upon hiring of the academy premises or through signage outside the academy, that they must not enter the academy if they are displaying symptoms of coronavirus (COVID-19). The academy conducts specific risk assessments for letting activities that could potentially facilitate transmission of coronavirus. The Headteacher and governing board keep up-to-date with local and national guidance on coronavirus , and review this risk assessment regularly. The Headteacher is prepared to implement contingency measures with regard to community use of the academy premises upon direction from a director of public health. Members of the community are encouraged to wear face coverings in communal or crowded areas of the academy premises in line with government or public health advice. 				

Area for concern	Risk rating prior to action H / M / L	Recommended controls	In place? Yes / No	By whom?	Deadline	Risk rating following action H / M / L
		<ul style="list-style-type: none"> Hand sanitiser is readily available throughout areas of the academy premises available for use, and members of the community are encouraged to use this regularly through displayed signage. The Site Manager ensures that frequently-touched surfaces are regularly cleaned. 				

Schedule of Charges and Facilities available for Hire September, 2022 to August, 2023

Availability:

Term time weekdays	5:00pm to 10:00pm
Term time Saturday	9:00am to 6:00pm
School Holiday weekdays	8:00am to 4:00pm (evenings by arrangement)
School Holiday Saturday	9:00am to 6:00pm

The Academy is not (normally) available for hire on Sundays or on Bank Holidays.

Hire Charges (per Hour) minimum 2 hour charge:

Main Hall (stage included)	£40
Drama Studio	£40
Sports Hall	£50
Gym	£50
Classroom	£17
Field / Grass Pitch*	£20
Changing Facilities	£20

Field / Grass Pitch* is equivalent to two 5-a-side football pitches and are let for skills training, not for matches.

Discounts Available:

Block Bookings of 10 or more sessions will be charged 2 hours for each 3 hours booked

10% saving on classroom hire if it is booked at the same time as the Main Hall, Drama Studio, Sports Hall or Gym

Refundable Damage Deposit:

One off single booking	£ 50
Block Bookings of 1-9 sessions	£100
Block Bookings of 10+ sessions	£200

The hire is for the room plus furniture, any other equipment required will need the agreement of the Academy and may be subject to an additional charge.

Please see our terms and conditions of hire within our Lettings Policy available of the Academy's website www.mansheadschool.co.uk

Please contact our Site Manager, Mike Ward if you are interested in hiring our facilities:

Contact Number: 07904 758812 or siteservices@mansheadschool.co.uk