



# Lettings Policy

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# Contents

<u>Section</u>	<u>Page</u>
1. Aims	3
2. Condition of hire	3
3. Use of premises	5
4. Safety & Safeguarding	6
5. Application process	7
6. Safeguarding	7
7. Areas for hire/Charges	7
8. Equality statement	8
9. Monitoring	8
Appendices	
1. Lettings application	9
2. Fire evacuation procedure	12

## **1.AIMS OF HIRE**

This version of our policy applies while the COVID-19 remains a risk

Transforming Lives Educational Trust (TLET) aims through the hiring of our facilities to:

- Where appropriate, support community or commercial organisations;
- Charge for the use of the premises to cover the costs of hire, and, where appropriate, raise additional funds for the school;
- Not let any hiring out of the premises interfere with the Trust's primary purpose of providing education to its pupils;
- Build strong relationships with community groups and support enrichment opportunities for those in the local area through the hiring of our spaces.

## **2. CONDITIONS OF HIRE**

All groups/organisations/individuals that use TLET premises are required to read these terms and conditions and agree to abide by them by signing the lettings application form. This will be signed/agreed by the nominated person from each group/organisation who will be responsible for good conduct and adherence to the terms and conditions.

### **2.1 Purpose of use**

- (a) The facility shall only be used for the purposes stated on the application and within the hours agreed. The hirer shall be responsible for ensuring these conditions of occupation are observed. Failure to keep to the hours booked will incur a penalty charge at the hourly rate in 30 minute increments.
- (b) No interference is to be made to Trust property/equipment/premises which do not expressly form part of the letting agreement.

### **2.2 Cancellation**

The hirer must notify the Trust of a cancellation at least 48 hours before the date of hire, otherwise the full hire charge will be payable. For any COVID-19 related cancellation, such as a local lockdown, a suspected/confirmed case within the hiring group no hire charge will be payable.

The Trust reserves the right:

- (a) to cancel without notice any contract for hire of Trust premises without assigning any reason;
- (b) at any time to cancel any letting of facilities which are subsequently required for educational purposes;
- (c) to withdraw, without notice, permission to use Henry Hinde Junior School playing fields when such playing fields are unfit for use in the view of school staff;
- (d) to refuse or cancel any letting which, in their opinion, is likely to cause a disturbance, cause inconvenience to the neighbourhood, or to other users. Although an explanation will usually be given, the right is reserved to cancel without giving a reason.

(e) to cancel without any notice in light of changes to government guidance in relation to the COVID-19 pandemic, this includes in the instant of a local lockdown or a suspected/confirmed case at any TLET premises. A full refund will be issued in this instance.

### **2.3 Damage**

The hirer is expected to leave the premises in a reasonably clean and tidy state and will be held responsible for any claim for damage, loss or injury to persons, equipment or premises, which occurs within Trust buildings or grounds, as a result of their use of the facilities. Hirers are strongly recommended to take out public liability insurance to cover this responsibility. The school may ask to see a copy of this before agreeing to any hire.

Hirers must at all times accept the authority of Trust staff and abide by their decisions, and must indemnify Henry Hinde Junior School against any claim or liability arising from their occupation of the premises.

If, in the opinion of Trust management, there is an enhanced risk of damage, a returnable deposit may be required. If in the opinion of Trust management there is a possibility that the premises may need extraordinary cleaning after the letting, a surcharge may be made.

### **2.4 Hirer's property**

The Trust does not take responsibility for the safety of any property brought on to the premises by the hirer. All such items must be removed immediately after the period of hire unless other arrangements have been made in advance with the Trust.

If property is left inadvertently and discovered by staff, it will be kept in a locked cupboard where possible, and may be claimed during office hours or from one of the staff on duty on the next visit. If such property has not been claimed by the end of term it will be disposed of.

Private heaters may not be brought on to any Trust premises.

### **2.5 Sub-hire**

No hirer is allowed to sub-hire or to transfer the letting to another hirer.

### **2.6 Food, alcohol, drugs, smoking, gambling etc.**

Food and alcohol may only be brought on to the premises by special agreement and licensing (where applicable) in advance of the booking.

The hirer is prohibited from bringing illegal drugs on to the premises.

In accordance with the law, smoking is prohibited anywhere on Trust sites.

Gambling, and the use of gaming machines, are specifically prohibited except by special arrangement in specified areas and subject to appropriate licensing if necessary.

### **2.7 Car Parking**

Any notices displayed must be strictly observed and any instructions given by staff of the Trust must be obeyed at once. Cars should only be parked in marked bays and not be parked on grass areas or in positions that will block other cars. All cars are parked at owners' risk.

For safety reasons, free access must be guaranteed to vehicles such as ambulances and fire engines. There are disabled parking spaces in the car parks that are reserved for blue badge holders.

### **3. USE OF PREMISES**

No decorations, flags, notices, etc. will be allowed without the prior permission of Trust management and in no case may the building or its decoration be damaged by the use of screws, nails, sellotape etc. Internal notice boards may be used only if prior permission is obtained. Fly-posting is not allowed.

Please make full use of litter bins provided. Hirers will be responsible for cleaning down equipment brought into the premises and clean regularly touched surfaces after use, using cleaning product provided by the school. Hirers are expected to leave the premises as they find them. Failure to do so may incur financial penalty.

The hirer is responsible for the effective supervision of the arrangements and activities in the premises during the period of hire and for the prevention of disorderly behaviour so as to ensure that no nuisance or annoyance arises to other users, students or staff, the occupiers of adjoining premises or neighbouring residents and shall behave reasonably at all times.

#### **3.1 Licenses and legislation**

Where the premises are to be used for concerts, or for drama performances, musicals, film, sport or any other public entertainment, or if visual aids are to be used, the hirer is responsible for ensuring that:

- (a) Copyrights are not infringed and approvals are obtained where necessary;
- (b) No play shall be performed, film shown or entertainment allowed which is in any way offensive;
- (c) Licensing requirements are met.

#### **3.2 Use of sports facilities**

- (a) All users must treat the sports facilities in a responsible and thoughtful manner. The potential danger involved in the use or misuse of equipment must also be borne in mind;
- (b) All equipment must be returned to its allotted place by the end time of your booking;
- (c) Damage or loss must be reported immediately;
- (d) Suitable footwear must be worn at all times:
  - Training shoes (the type that will not mark the floor in the Gymnasium and Sports Hall);
  - Under no circumstances should sharp-heeled shoes be worn in the gym or sports hall.
- (e) Smoking is prohibited.

- (f) Food and drink must not be consumed in the sports area unless agreed in advance of the booking.

#### 4. SAFETY & SAFEGUARDING

All users should become familiar with Henry Hinde Junior School safety procedures as soon as they are able (e.g. fire evacuation). In emergencies, staff on duty should be informed immediately of the nature of the emergency and if necessary, the building evacuated.

In accordance with the law, we have a no smoking policy, which applies to all Trust sites, buildings and grounds. The hirer has a duty to ensure that all persons associated with their booking abide by this.

The hirer will not be given permission to bring animals on to Trust sites, with the exception of assistance dogs.

**Hirers providing services to children, whether pupils within the Trust or others, must have policies and procedures in place to ensure children's safety, including those relating to safeguarding and child protection, and must provide evidence of these to the school as required for inspection prior to any hiring agreement being entered into. This is a condition of use, and the Trust will terminate any agreement of use, with immediate effect, should appropriate policies and procedures be not adhered to during the provision of services to children.**

In bad weather the use of Trust facilities may be cancelled at short notice. If in doubt the hirer should telephone the school for information and advice during office hours. Out of office hours, they should await to hear from a member of the school site team.

The hirer will immediately inform the Henry Hinde Junior School of any emergency, accident or serious incident that occurs on the school premises. This should be done in person to the onsite care taker/receptionist.

The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running.

The hirer is responsible for carrying out and implementing COVID-19 protective measures in line with the latest government guidance, and including the advice given from sports professional bodies.

The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running. This includes a risk assessment for COVID-19.

The hirer and the individuals participating are responsible for adhering to the latest government guidelines on COVID-19 and social distancing at all times.

##### 4.1 Fire precautions

Please ensure that you familiarise yourself and your group with the position of fire extinguishers, alarm bells, the nearest emergency exit and the assembly point to be used in the event of an emergency evacuation.

If a fire occurs in your area, break the glass in the nearest alarm point. This will set the alarm sounding through the school. Ensure that your group is on the way out first. The alarm bell is an unbroken ringing in the event of a fire.

Everyone should leave the building immediately and the whole group should assemble at the fire assembly point (away from the buildings) to establish all are present, and report that to the nominated member of school staff on duty.

#### **4.2 Fire drill**

On the recommendation of the fire officer, it is intended to have occasional fire practices. Tutors/Secretaries/Group Leaders should prepare themselves for such an eventuality and ensure that students/users follow instructions.

#### **4.3 First aid**

It is the hirer's responsibility to ensure that appropriate first aid is made available for their event - a first aid box is located at main reception. In the event of serious injury, the emergency services should be contacted on 999, and the caretaker on duty, the reception staff should also be informed (if during opening hours).

### **5. APPLICATION PROCESS**

Those wishing to hire Trust premises should fill out the letting's application form (see appendix 1) and read the conditions of hire/use of premises in the above sections.

The hirer should fill out and sign the lettings application form and submit to Henry Hinde Junior School main reception. Approval of the request will be determined by the Trust's Business Operations and Estates Manager.

If the request is approved, we will contact the hirer with details of how to submit payment, to be made one month in advance of the booking and make arrangements for the date and time in question. The hirer will also need to provide proof of their public liability insurance, and (if applicable) their charity status.

We reserve the right to decline any applications at our absolute discretion, in particular where the organisation does not uphold the values of the Trust or reputational damage may occur.

### **6. SAFEGUARDING**

The Trust is dedicated to ensuring the safeguarding of its pupils and staff at all times.

It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space.

If there is a chance those hiring the premises will come into contact with pupils, for example if the hire occurs during school hours, or when pupils may be present in the school (during after school clubs or extra-curricular activities) we will ask for confirmation that the hirers have had the appropriate levels of DBS check.

### **7. AREAS FOR HIRE/CHARGES**

The rates for hiring out different areas of Henry Hinde Junior School are available upon request. Please note that additional charges may apply for any extra setting up of rooms in advance of the hire. A discount of 10% is deducted for proven charity status (copy of charity number required).

In light of COVID-19 we may decide to impose an additional cleaning fee on top of the hiring rates.

## **8 – EQUALITY STATEMENT**

8.1 This policy has been equality impact assessed and we believe that it is in line with the Equality Act 2010 as it is fair, it does not prioritise or disadvantage any individual (with due regard to their protected characteristics), and it helps to promote equality across the Trust.

## **9 – MONITORING**

9.1 It is the responsibility of the Board of Trustees, and those they delegate authority, to ensure that the principles and procedures of this policy are adhered to. The use of this policy will be subject to routine monitoring to ensure its fidelity in practice. The evidence gathered from monitoring at regular intervals shall inform any reviews and future revisions to the policy, and no later than that stated on Page 1 of this policy.



## APPENDIX 1



### Lettings application - TLET - Henry Hinde Junior School

#### Hirer

Name of hirer:
Name of organisation:
Name and address for invoice:
Telephone number:

#### Hiring details

##### Single hiring

Date:
Start time: <span style="float: right;">End time:</span>

##### Multiple hiring

Date of first hiring:
Date of last hiring:
Start time: <span style="float: right;">End time:</span>
Total number of bookings:

#### Internal areas

Room/Areas required:	
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Purpose of hire (social, training, class, sale):	
Participants all children? Y/N	Participants all adults? Y/N
Will chairs be required? Y/N	Any other equipment required, please state? Y/N

**External areas**

Area required:	
Nature of use (sports, sale, fate):	
Approx. setting up and clearing away times:	
Will access be required the next day for clearing up purposes?	Time:

**Disclosure and bureau service (DBS) check – if working with children of vulnerable adults**

Are leaders DBS cleared:	
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**Safeguarding and Child Protection Policies and Procedures**

Policy/Procedure provided for inspection:	Comments	Checked by:
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**Insurance cover**

I hereby indemnify Henry Hinde Junior School for any claims made against the school and also for any claims of the school in respect of damage to its property arising from its use during my hire.

\* Please delete whichever is not applicable:

(a) I maintain a Public Liability insurance Policy the details of which are as follows:

Policy number:	
Expiry date:	
Indemnity limit:	
Name an address of insurance company:	

**Declaration**

I have received a copy of the Trust’s lettings policy and agree to be bound by them.

I also agree to comply with all obligations imposed by statute, regulation, bylaw, order or licensing relevant to the use by me of the premises and grounds. In particular, and without prejudice to the generality of the foregoing, I agree to observe the requirements of any entertainment, performance and music and alcohol licences, copyrights, designs and patents and to obtain, and produce on demand when requested to do so, all licences necessary and with particular regard to the requirements of the Licensing Act 2003.

I certify that SOME/ALL\* adults working with any children or vulnerable adults have had the necessary DBS checks, that I have provided copies of all appropriate safeguarding and child protection policies and procedures and will always adhere to these, and hereby certify that the premises and grounds will be used only for the purpose stated.

Where applicable, I attach official evidence of my public liability insurance policy (please tick).

I am over 18 years of age (please tick).

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX 2

### IN THE EVENT OF A FIRE ALARM ACTIVATION

1. Leave the building using the nearest exit
2. Leave all belongings behind
3. Make your way to the playground at the back of the building
4. Anyone can phone the fire brigade using 999
5. Await further instruction from the emergency services