



The Telford Langley School
ENSURING EXCELLENCE

School Lettings Policy

Approved: Autumn 2021

School Lettings Policy

Policy Name:	School Lettings Policy
Policy Owner:	School Business Manager – Gaby Lander
Last Reviewed:	Summer 2021
Policy Approved \ Ratified by:	Executive Leadership Team
Term Policy Approved:	Autumn 2021
Next Review Due:	Summer 2024 Annual review of scale of charges delegated to SBM
Document Version:	1.0

Contents

1. Aim.....	3
2. Guidelines.....	3
3. Insurance.....	4
4. Safeguarding.....	4
5. Charges.....	4
6. Payment.....	5
7. Appendix 1 – Terms & Conditions.....	6
8. Appendix 2 – Application Form.....	19
9. Appendix 3 – Safeguarding Checklist for External Organisations/ Individuals – Non-Sporting.....	21
10. Appendix 4 – Safeguarding Checklist for External Organisations/ Individuals – Sporting.....	22
11. Appendix 5 - Scale of Charges.....	23
12. Links with other School Policies.....	24

1. Aim

To maximise the use of the school premises and encourage active participation by a wide range of community groups.

The Headteacher and School Leadership Team recognise that:

- the school buildings and grounds represent a significant capital investment and should be fully utilised;
- are a valuable community resource;
- educational usage constitutes a natural priority;
- profit margins would be welcome when derived from private or commercial usage but are not the objective when facilitating educational activities.

2. Guidelines

All lettings will be at the discretion of the Headteacher or the School Business Manager who may refuse lettings if they consider it in the interests of the school or trust to do so.

All hirers must comply with the terms and conditions for hire, see appendix 1.

All hirers must complete a lettings agreement, see appendix 2 and a safeguarding checklist, see appendices 3 and 4.

All hirers must be over 18 years of age.

The School's budget will not be used to subsidise any lettings by community or commercial organisations. All income must be paid into the official school budget to offset costs incurred.

The trustee of Community Academies Trust have delegated the authority to accept or reject applications for hire to the Headteacher and/ or School Business Manager.

All formal hiring of the school premises, including any for which there is no charge made, shall be properly documented. All hirers must complete a lettings agreement which they will receive alongside a copy of the terms and conditions of hire, in the same form as in appendix 1. This policy, the lettings application form and terms and conditions constitute a contract which the trust may enforce in law.

The school will not always insist upon a continuous caretaking presence. However, the School Business Manager has the delegated power to insist upon caretaking presence where in their view the nature of the hiring may leave the school vulnerable to theft or damage, or any other circumstances they deem to be a risk.

All lettings are to be non-exclusive, and the school may enter or remain on the part of the premises that is subject to the letting at any time.

The hiring body or club must accept responsibility for the safety of all people using the premises.

The supervisor or person responsible for the hiring of premises under the lettings agreement shall be responsible for the correct use of premises.

We will not make our site available to organisations deemed to be inappropriate by Headteacher or School Business Manager, acting at their sole discretion. Such decisions take into account financial solvency, insurance cover, commitment to safeguarding and the reputation of the school and trust.

3. Insurance

The hirer is responsible for ensuring they have adequate Public Liability insurance for the activities they are undertaking during the period of the hire. If the hirer has employees, the hirer is responsible for ensuring they have adequate Employer's Liability insurance. A copy of the hirer's insurance should be attached to the lettings agreement.

4. Safeguarding

All organisations that involve children under the age of 18 years must have a child protection policy in place. A copy of this policy should be attached to the agreement when submitted and will form part of the letting agreement.

The policy must contain:

- Confirmation that DBS checks are carried out on all staff and volunteers and that checks are repeated where necessary.
- The process for training/informing staff of relevant safeguarding issues and updates.
- The process/procedure for reporting suspicions and disclosures.
- The process/procedures for allegations made against a member of staff.
- Confirmation that the policy is reviewed regularly.
- A list of staff/volunteers and their disclosure certificate numbers and issue dates.

A safeguarding checklist must be completed by the hirer at the time of application. (see appendices 3 and 4)

In the event of any transfer of control agreement (for example a change in personnel running provision for children and young people) a new safeguarding checklist will be required by the school

The school reserves the right to spot check any safeguarding policies and checklists, failure on the hirers part to comply will result in immediate termination of agreement.

5. Charges

The school have followed the principles set out below for applying a scale of charges:

- Private users
 - a) Category A - will be charged a nominal cost to cover cleaning/caretaking, security, energy, wear and tear.
 - b) Category B – will be charged as Category A plus an income margin for the school.
 - c) Category C – will be charged at a commercial rate.
- There will be parity of treatment for similar users.
- The overall the cost of letting school facilities will be recovered from hirers.

For the purpose of charging, the School Business Manager have the delegated authority to determine which group any particular individual or organisation belongs. The basis of charging will be determined by the purpose for which a letting is arranged.

Charges are set and reviewed by the school annually. See appendix 5

The School Business Manager is authorised to use their discretion to adjust the charge for individual lettings where the letting involves a substantial number of school students, is in line with the school's ethos, or is likely to be of substantial benefit to the local community.

All lettings must be paid in full in advance, in line with Trust policy.

The school reserves the right to require a deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition necessitating their incurring extra cost for cleaning, caretaking, or other expenses.

The School is constrained by law to apply Value Added Tax to all transactions where this is appropriate. In general, lettings for non-sporting activities are exempt from VAT, whereas sports lettings are subject to VAT, unless exempt by virtue of, inter alia, a block booking of 10 or more sessions. For specific lettings clarification will be sought from the Trust's finance team.

6. Payment

The school are mindful of their responsibility in safeguarding the school from bad debt. The school will invoice customers who will pay directly into the Trust's bank account for the delegated budget to be credited. One off bookings are paid in advance all longer term bookings are paid either monthly or termly at the discretion and agreement of the School Business Manager.

7. Appendix 1 – Terms & Conditions

1 Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Agreement	means the agreement for the hire of School Premises/Facilities entered into between the School and the Hirer subject to these Conditions of Hire;
Event	means a booking which involves a large number of site users for which the School determines extra costs must be incurred in order to accept the booking;
Hirer	means the organisation of individual hiring the Premises or Facilities;
Lettings Supervisor	means the School Business Manager, nominated representative of the School duly authorised by the Headteacher to act on their behalf with regard to the agreement;
Premises/Facilities	means the premises or facilities being made available by the School for use by the Hirer;
VAT	means value added tax chargeable under English law for the time being and any similar additional tax.

1.2 Clause, schedule and paragraph headings shall not affect the interpretation of these Conditions of Hire.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's permitted assigns.

1.4 The schedules form part of these Conditions of Hire. Any reference to these Conditions of Hire includes the schedules.

1.5 Words in the singular shall include the plural and vice versa.

1.6 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.7 Where the words **include(s)**, **including** or **in particular** are used in these Conditions of Hire, they are deemed to have the words **without limitation** following them. Where the context permits, the words **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.

2 Applications for Hire of the Premises/Facilities

2.1 All bookings should be made using the lettings application form (Application Form) at appendix 2, which is to be submitted via [details].

- 2.2 In respect of reoccurring bookings, the Hirer may request and the School, at its absolute discretion may agree to receive monthly payments in respect of reoccurring bookings rather than requiring the Hirer to make an upfront payment for all bookings.
- 2.3 No person under the age of 18 years will be accepted as a Hirer.
- 2.4 Payments will be made only after the School has confirmed the booking, this will usually be within 2 working days.
- 2.5 Applications for hire of the Premises/Facilities shall be treated equally, in line with the School's equal opportunities policy.
- 2.6 The Lettings Supervisor shall have the right to refuse any application for use of the Premises/Facilities. The School must be assured that the purpose of the Premises/Facilities hire will not result in controversy, disrepute, legal action or disorderly behaviours.
- 2.7 The School, at its own discretion, reserves the right to deem a booking as an Event. An Event is likely to be a booking which involves a large number of site users such as spectators or an audience. The School may make further charges to the Hirer for an event where the School deems extra staffing, cleaning or other facilities management costs are required.
- 2.8 If the Hirer believes their booking may be an Event they must contact the School directly to discuss their requirements prior to making the booking request. A failure to disclose a booking as an Event may result in the cancellation of a booking.

3 Facilities

- 3.1 Use of the Premises/Facilities only includes use of the areas expressly agreed by the School.
- 3.2 The School will make available such equipment as are referred to at the time of booking. It is the responsibility of the Hirer to ensure these are arranged to suit their needs and returned to the original layout at the end of the period of hire.
- 3.3 Should a "hired" room be unavailable a suitable alternative will be offered.
- 3.4 The School's responsibility during the period of hire is set out in Part A of Schedule 1.
- 3.5 The Hirer's responsibilities during the period of hire are set out in Part B of Schedule 1.

4 Hire Charges

- 4.1 Hire charges for the Premises/Facilities are as specified in Appendix 5, as may be updated from time to time by the School.
- 4.2 The School may, at its discretion request an advance deposit to be paid in full to the School on entering into the Agreement as security for the Hirer complying with their obligations under the Agreement. Such sum will be refunded to the Hirer on expiration of the period of hire if all obligations have been complied with.

- 4.3 Payment for the hiring must be paid to the School in advance and in accordance with the schedule of payment issued once an Application Form has been accepted by the School.
- 4.4 All charges are reviewed annually by the School on 1 September. Any changes will be notified to the Hirer [on the School website].
- 5 Cancellation by the Hirer
- 5.1 If the Hirer wishes to cancel their booking in whole or in part the Hirer must cancel the booking by notifying the Lettings Supervisor by email on [details].
- 5.2 Charges in accordance with the following scale will be made for any cancellation:-
- 5.2.1 in respect of standalone bookings, if less than 7 calendar days' notice for cancellation is given before the period of hire, the hiring fee is to be paid in full.
- 5.2.2 in respect of block booking's (for the purpose of this agreement, block bookings means either the booking of multiple facilities or rooms at the same time, or repeated bookings of one or more of the facilities or rooms where the multiple bookings are made on the same date) if less than 30 calendar days' notice for cancellation is given before the period of hire, the hiring fee is to be paid in full.
- 6 Cancellation by the School
- 6.1 The School reserves the right to cancel the Agreement at any time if the Premises/Facilities are required for use for School activities. In the event of such cancellation, the School will give to the Hirer the maximum practicable notice and refund any monies paid in respect of the booking, but shall not otherwise be liable to the Hirer.
- 6.2 The School reserves the right to relocate the hiring to another part of the School, for any reason at any time.
- 6.3 The School will not accept responsibility for any loss, or other expenses, howsoever incurred by the Hirer, in the event of cancellation by the School of the letting as a result of circumstances beyond its control or if the Premises or Facilities to be hired are unsuitable (i.e. pitches being unsuitable for play as a result of weather conditions (including without prejudice to the generality of the same, industrial action, by its employees or others, fuel shortage, failure of gas /electric supply). The decision of the School as to whether a letting should be cancelled is binding on the Hirer. In the event of cancellation other than that for reasons beyond the School's reasonable control, the School shall refund any sums paid by the Hirer.
- 6.4 The School may cancel the Agreement at any time before or during the period of hire if:-
- 6.4.1 the Hirer fails to comply with any of the terms of this Agreement;
- 6.4.2 details of any particulars referred to in the Agreement have not been supplied as required, or if supplied, are not approved by the School; or
- 6.4.3 any of the details provided by the Hirer in the Application Form amount to a misstatement or material omission.

In the event of such a cancellation no refund of any monies paid in respect of the booking will be made to the Hirer and the School will not be liable to the Hirer in any respect.

6.5 If the School is closed due to poor weather conditions and hiring of the Premises/Facilities cannot take place, this will be notified to you by email and published on the School website.

7 Use of the Premises/Facilities

7.1 During the period of hire, the Hirer shall ensure that:-

7.1.1 no part of the Premises/Facilities are used for any purpose other than that described in the Agreement;

7.1.2 the Premises/Facilities fittings, fixtures and furniture at the Premises/Facilities are not subjected to damage (whether accidental or otherwise) or undue wear and tear;

7.1.3 no part of the Premises/Facilities is used for any unlawful purpose or in any unlawful way or in any way likely to invalidate any insurance;

7.1.4 no animal is brought into the Premises/Facilities or allowed to enter the Premises/Facilities without prior consent of the School (except guide dogs for the blind or hearing dogs for the deaf);

7.1.5 the Premises/Facilities or any part of the Premises/Facilities are not sub-hired;

7.1.6 all users of the Premises/Facilities by virtue of the hiring shall restrict themselves to the areas hired and shall not enter other parts of the School;

7.1.7 the Hirer will leave the Premises/Facilities in the same condition as at the beginning of the letting. If additional cleaning is required as a result of the Hirer's use of the Premises/Facilities, or the School has had to dispose of excessive waste, the School will invoice the Hirer for the all cleaning costs/waste removal incurred. The Hirer will be required to pay the invoice within 7 days.

7.2 The School will take all reasonable steps to accommodate disabled users. The Hirer should advise the School in advance if they are aware that disabled users are attending the meeting or function, where possible and advise of reasonable adjustments required. The School will endeavour to implement reasonable adjustments where possible.

8 Special Measures

8.1 The Hirer is expected to be familiar with and will solely be responsible for implementing any special measures recommended by the Government in respect of the Covid-19 pandemic, including but not limited to, changes of capacity, social distancing measures and the use of masks.

8.2 If necessary according to Government requirements, the Hirer shall be responsible for collating a record of attendees as required to comply with the Governments track and trace scheme.

8.3 The Hirer shall notify the School immediately should they become aware of an attendee testing positive for Covid-19 within two weeks of attending the Premises/Facilities.

- 8.4 The School shall provide upon request details of any special measures put in place in respect of Government guidance. The School shall remain responsible for the implementation of Government guidance in respect of common areas (including car parks, reception and corridors).
- 8.5 Upon request of the School, the Hirer will provide details of the number of attendees together with details of the special measures that will be put into place in respect of Government guidance.
- 8.6 The School will not under any circumstances accept responsibility or liability in respect of any fines or penalty fees incurred due to breach of such Government guidance or measures.

9 Maximum Capacities

- 9.1 It is the Hirer's responsibility to ensure that maximum capacities, as stated by the School, for the Premises/Facilities are not exceeded.
- 9.2 Maximum capacities as stated, shall include all persons attending or present at the Premises/Facilities including (but not limited to) any supervisors, those participating in activities, parents and members of the public.
- 9.3 Maximum capacities may be subject to change to reflect the up to date Government guidance in respect of the Covid-19 pandemic.

10 Supervision

- 10.1 During the period of hire the Hirer is to be responsible for the effective supervision of those attending or present at the Premises/Facilities including:-
 - 10.1.1 the effective control of pupils/all persons
 - 10.1.2 the orderly and safe admission and departure of persons to and from the Premises/Facilities
 - 10.1.3 the safety of the Premises/Facilities and the contents of the Premises/Facilities
 - 10.1.4 supervision of car parking arrangements so as to avoid obstruction of the highway.
- 10.2 The Hirer shall use sufficient supervisors/assistants to maintain good order during the period of hire and expel any person acting in a disorderly manner, or disobeying School or Hirer instructions. In default, the School may expel such persons.
- 10.3 The Hirer shall ensure that no undesirable person is permitted to enter, remain or otherwise make use of the Premises/Facilities and that no person shall trespass on parts of any School Premises/Facilities not included in the hiring.

11 Safety Requirements

During the period of hire, the Hirer shall ensure that:-

- 11.1 they are fully familiar with the School's first aid/fire safety/emergency procedure policies, copies of which shall be provided to the Hirer. The Hirer is expected to take all reasonable steps to ensure that all persons using the Premises/Facilities by virtue of the Agreement are also familiar with these policies;

- 11.2 fire-fighting apparatus at the Premises/Facilities is kept in its proper place and is only used for its intended purposes;
- 11.3 one person in the Hirer's party has access to a mobile telephone so that in the event of an emergency, the Lettings Supervisor and/or the emergency services may be contacted;
- 11.4 any safety issues, however slight, or outbreak of fire are reported immediately to the Lettings Supervisor and if necessary activate the fire alarm system;
- 11.5 no obstruction should be placed in gangways or exits, nor in front of emergency exits, and such exits must be available for free access at all times;
- 11.6 no performances or use takes place which could involve danger to the public;
- 11.7 for safety and fire prevention reasons, no garlands or decorations are used other than those agreed in advance with the School, which must not be of a combustible nature;
- 11.8 no highly flammable substances are brought onto or used in any part of the Premises/Facilities;
- 11.9 no smoke machines are used;
- 11.10 no additional heating appliances are brought into and used on the Premises/Facilities;
- 11.11 any accidents or damage which shall be reported to the Lettings Supervisor before the Hirer leaves the Premises/Facilities; and
- 11.12 the Hirer is responsible for security at the Premises/Facilities during the period of hire.

Any persons not adhering to the School's H&S procedures will be asked to leave the site.

12 Lighting and Electrical Safety

During the period of hire, the Hirer shall ensure that:

- 12.1 no lighting, heating, power or other electrical fittings or appliances in the Premises/Facilities are altered, moved, or in any way interfered with; and
- 12.2 no additional lights or extensions brought onto and used on the Premises/Facilities (without prior written permission of the School).
- 12.3 it shall only use electrical equipment where this has been PAT (Portable Appliance Testing) by the user and where permission has been obtained in advance. The Hirer is responsible for obtaining adequate insurance to cover the use of any electrical appliances brought into the building which must be shown to the School upon request.

13 First Aid

The Hirer shall ensure that a person with appropriate first aid skills is present at the Premises/Facilities during the period of hire. The Hirer must ensure that a suitable first aid kit is provided for use by such person during the period of hire. In the event of first aid being administered, a written report will be forwarded to the School. The report must contain the name, address, type of injury, first aid administered and the reason/cause of the injury.

- 14 Alterations, Advertising and Care of Premises/Facilities
- 14.1 If the Hirer is going to advertise an event in advance, the Hirer will submit to the School for approval, a draft of any poster or advert relating to the event and comply with all requirements that the School may reasonably impose in relation to content/publication. It is the responsibility of the Hirer to ensure that the law is not broken.
- 14.2 The Hirer is to take good care of and not cause any damage to the Premises/Facilities fittings/equipment. The Hirer is to make good and pay for any such damage caused by any act or neglect of the Hirer or anyone permitted by the Hirer to enter the Premises/Facilities.
- 14.3 No bolts, nails, tacks, screws, bits, pins, or other like objects shall be driven into any part of the Premises/Facilities by the Hirer nor shall any placards or other articles be fixed to any part of the Premises/Facilities.
- 14.4 No advertisements of any type are to be displayed inside or outside of the Premises/Facilities by the Hirer without the prior approval of the School.
- 14.5 No alterations shall be made to the Premises/Facilities by the Hirer, either in construction, arrangement of public accommodation, lighting, heating, seating, fixtures, fittings, exits or otherwise without the prior written approval of the School.
- 14.6 The gymnasium and hall floors are used by children for physical education and no substance is to be applied to the floors by the Hirer to prepare them for dancing or any other activity. No footwear liable to damage floors may be worn on the Premises/Facilities.
- 15 Food, Refreshments and the Sale of Goods
- 15.1 The Hirer may not sell or allow to be sold on the Premises/Facilities any food, refreshments or goods without first obtaining the written consent of the School.
- 15.2 The Hirer must, if selling food, refreshments or goods on the Premises/Facilities, comply with all relevant legislation.
- 16 Prevention of Nuisance
- 16.1 The Hirer must ensure that any music played or provided at the Premises/Facilities, or noise levels from functions or activities taking place on the Premises/Facilities, do not cause a nuisance either within the School or to surrounding Premises/Facilities or any nearby residential accommodation.
- 16.2 The Hirer must ensure that cars belonging to those attending are not parked so as to cause an obstruction at the entrance to, or exits from, the School and must not obstruct or delay access to the School by emergency vehicles.
- 16.3 The Hirer must take all reasonable measures to ensure that cars belonging to those attending do not obstruct the public highway access to adjacent private property; and also that undue noise is not caused on arrival or departure.
- 16.4 The Hirer shall comply with any requirements of the School with regard to parking of vehicles. The parking of vehicles at the School will be at the vehicle user/owner's risk.

17 Statutory Requirements

- 17.1 The Hirer must not do or permit any act matter or thing that would or might constitute a breach of any statutory requirement affecting the Premises/Facilities.
- 17.2 The Hirer shall comply with all conditions and regulations made in respect of the Premises/Facilities by the Fire Authority, the Council in its capacity as the Licensing Authority, or otherwise. Without prejudice to the generality of the above, this includes any conditions or regulations in connection with any event which includes public dancing or music or other similar public entertainment.
- 17.3 The Hirer is responsible for obtaining any licences which may be required for the period of hire. Copies of such licences are to be provided to the Lettings Supervisor 7 days in advance of the period of hire.

18 Equal Opportunities

The Hirer must not discriminate, or permit others acting on his behalf to discriminate, in any of its activities held in the Premises/Facilities.

19 Copyright and other Licences and Permissions

- 19.1 In the use of the Premises/Facilities, the Hirer is not to infringe any copyright or allow any copyright to be infringed. It is the responsibility of the Hirer to obtain any consent in respect of copyright and to pay all such fees relating to the same. Save in certain circumstances, it is illegal to photocopy music or plays without the express permission in writing of the copyright holder. If the hirer is in any doubt about whether permission is required it is their responsibility to check with the appropriate licensing authorities and obtain any necessary consent/licence.
- 19.2 Any Hirer who uses recorded music in its activities or performs live music is responsible for checking whether a licence is required and if so, to obtain one.
- 19.3 The Hirer must obtain a public entertainments licence from the Council for any public music, singing and dancing.
- 19.4 The School reserves the right to request copies of any consents or licences obtained in order to comply with the above provisions.

20 Gambling

Nothing shall be done in the Premises/Facilities or at the School by the Hirer in contravention of the law relating to betting, gaming and lotteries, and the Hirer shall ensure that the requirements of the relevant legislation are strictly observed.

21 Intoxicating Liquor

- 21.1 For functions associated with and organised by the school or its parent body:
 - 21.1.1 Not open to the public, intoxicating liquor on the Premises/Facilities shall be permitted up to midnight. Where the function involves the sale of alcohol, either via a “pay” bar or via an entry ticket which is inclusive of drink(s), a temporary event notice (TEN) must be obtained by the licensing authority, Telford & Wrekin Council. Where

a 'free' bar is involved, or attendees bring their own alcohol, a TEN is not required.

21.1.2 Open to the public - intoxicating liquor is not permitted on the premises/facilities.

21.2 For other functions, not associated with and organised by the school or its parent body:

21.2.1 Not open to the public and not involving the sale of alcohol (either via a "pay" bar or an entry ticket that includes drink(s), intoxicating liquor is permitted up to midnight on the Premises/Facilities.

21.2.2 Not open to the public but involving the sale of alcohol, (either via a "pay" bar or an entry ticket that includes drink(s) - the hirer is responsible for ensuring a temporary event notice (TEN) is obtained by the licensing authority, Telford & Wrekin Council.

21.2.3 Events open to the public are not permitted to have intoxicating liquor on the premises/facilities.

21.2.4 No Sunday functions are to be associated with intoxicating liquors.

22 Smoking

The Hirer is advised that smoking/vaping is not permitted anywhere on the Premises/Facilities, or immediately outside the School Premises/Facilities and shall ensure that his patrons comply with this requirement.

23 Hours of Use

The Agreement does not entitle the Hirer to use or enter the Premises/Facilities at any other time than the period of hire unless prior arrangements have been made and agreed with the School. Any meeting or function held by the Hirer shall close no later than 10:00pm, unless prior permission has been obtained by the Lettings Supervisor.

24 Storage

No goods or equipment shall be left at or stored on the Premises/Facilities without the prior agreement in writing of the School.

25 Rights of Entry

Throughout the period of hire the right of entry to the Premises/Facilities is reserved to any duly authorised officers or employees of the School, their agents or contractors and any emergency service.

26 Expiration of Hire period

26.1 At the expiration of the hire period the Hirer shall ensure that all those attending and present leave the Premises/Facilities.

26.2 The Hirer must ensure that the Premises/Facilities are left in a clean and orderly state, free of litter. All equipment of the Hirer must be removed. If the Hirer fails to do so, the School will be entitled to charge the Hirer for the costs of any necessary work required.

27 Injury to Persons and Damage to Property

27.1 The School will not be liable for the death or injury of a person attending the Premises/Facilities for the hiring or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Hirer in the exercise of the rights granted by the Agreement except where such death or injury is due to the negligence of the School.

27.2 The School will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods articles or property of any kind brought onto or left at the Premises/Facilities either by the Hirer for his own purposes or by any other person.

27.3 The School will not be liable for any loss due to any flood, fire, act of God or other cause beyond the reasonable control of the School which may cause the Premises/Facilities to be temporarily closed or the hiring to be interrupted or cancelled.

28 Insurance and Indemnity

28.1 It is a requirement that all Hirers have up-to-date Public Liability Insurance with at least indemnity of £2,000,000.00 against third party risks including death or injury to any person or loss or damage to any property arising out of the use of the Premises/Facilities by the Hirer.

28.2 The Hirer is required to produce the current insurance certificate prior the hiring.

28.3 The Hirer will indemnify the School against any damage theft, losses, claims, demands, actions, proceedings, damages, costs or expenses arising as a result of the hire of the Premises/Facilities by the Hirer including the cost of reinstating, repairing or replacing any part of the Premises/Facilities which is damaged, destroyed, stolen or removed as a result of the hire of the Premises/Facilities by the Hirer. The evidence of the School as to the cost or expenses incurred shall be accepted by the Hirer as final, on production of reasonable proof.

29 Lost Property

The School will not accept responsibility for any items that are left on the Premises/Facilities after a period of hire. The School will keep the items for 7 days and then the items will be disposed of.

30 Safeguarding

30.1 The School is committed to safeguarding and promoting the welfare of children.

30.2 The Hirer will ensure that all persons instructing or participating in events where young people under the age of 18 are present, the Hirer confirms that they conducted an Enhanced Disclosure and Barring Service check. The School may postpone or cancel a booking, without prejudice and at no cost to the School, if an adult in charge of the booking does not provide confirmation that the appropriate checks have been conducted. The School may accept confirmation that Disclosure and Barring Service checks made through other organisations have been conducted. The School is not responsible for conducting any such checks and does not require sight of the checks or any results, only confirmation that where required the Hirer has conducted such checks.

SCHEDULE 1

PART A

RESPONSIBILITIES OF THE SCHOOL

To provide facilities as agreed. The service includes:

1. Providing clean and tidy rooms
2. Providing site team staff to assist with issues that may arise relating to the condition and function of the leased rooms.
3. Providing car-parking facilities.
4. Providing heating, hot water and lighting within the building and lit external access if needed.
5. Providing toilet and hand washing facilities.
6. Conforming to legislation and the School's requirements that relate to Health and Safety and Equal Opportunities policies.
7. The School does not have and does not provide a public entertainments licence.

PART B

RESPONSIBILITIES OF THE HIRER

1. To leave rooms and facilities in the condition in which they were found.
2. Furniture in a tidy state, where furniture has been moved, it must be replaced to the original positions.
3. Whiteboards clean.
4. Equipment turned off (unless requested to leave on).
5. Classroom lights turned off and windows shut.
6. Not to allow food and drink to be brought into classrooms.
7. Not to allow smoking/vaping on the Premises/Facilities.
8. To bring own pens, paper, materials etc.
9. Ensuring that no damage is done to the fabric of the building, the furniture and any classroom displays, equipment or work.
10. Ensure that all rooms are cleaned after use.
11. To ensure that all persons are supervised whilst on the School Premises/Facilities.

12. To ensure, if required that DBS checks have been undertaken and confirm this to the School on request.
13. To only use electrical equipment where this has been PAT (Portable Appliance Testing) by the user and where permission has been obtained in advance. The Hirer is responsible for obtaining adequate insurance to cover the use of any electrical appliances brought into the building which must be shown to the School upon request.
14. In the event that a booking covers consecutive days, the Hirer is responsible to ensure their own belongings and equipment are not left overnight in the specified area unless they have obtained prior written consent of the School.
15. Not to use television or radio recordings, broadcasts or interviews without the express permission of the School. The School reserves the right to charge an additional fee in respect of such activities.
16. To ensure that mobile telephones are not used in the corridors, toilets, foyer, library or any other common parts of the School.
17. To follow the evacuation plan in the event of an emergency, a copy of which is contained within in the Information folder and shown to the hirer.
18. To report any damage whether wilful or accidental, to the site team staff so that repairs may be effected to ensure rooms are available for School use.
19. Not to use the Premises/Facilities for any other purpose than that which the letting was agreed nor sub-let facilities to any other party.
20. To be responsible for complying with legal requirements on admission of persons to the Premises/Facilities during the letting and for obtaining any necessary licences and consents not covered by those obtained by the School.
21. To undertake to indemnify the School against all losses, claims, demands, actions, proceedings, damages or costs arising in any way from the letting or by breach of any conditions of letting by the hirer.
22. Maintain good liaison with the School by informing the site team staff and/or Headteacher as soon as possible when there are changes to facility requirements
23. Ensure the Premises/Facilities are secure and that the School Representative is informed when the area is vacated and ready to be locked and alarmed.
24. To be responsible for any person on site due to the Hirer's booking, including for the avoidance of doubt, spectators, friends or any other persons.
25. Ensure that no persons on site due to the Hirer's booking acts in any way that, at the discretion of the School is deemed as anti-social or constitutes anti-social behaviour.

8. **Appendix 2 – Application Form**

The Telford Langley School Lettings Agreement

Name:	
Address:	
Phone Number:	Email Address:
Organisation represented:	

Purpose for which Premises are required:	
Date(s) required:	
Time required: Entry	Departure
Is a charge to be made for admission? Yes <input type="checkbox"/> No <input type="checkbox"/>	Is heating required? Yes <input type="checkbox"/> No <input type="checkbox"/>
Facilities required:	

INSURANCE (please attach copies of policies where applicable)	
Public Liability <input type="checkbox"/>	Employer's Liability <input type="checkbox"/>

TO BE COMPLETED ONLY IF MUSIC IS TO BE PERFORMED OR RELAYED	
I hereby acknowledge that as the Hirer of the above premises on the date and for the purposes indicated, I am responsible for the making of all arrangements with the Performing Rights Society Limited and, if records are relayed, also with Phonographic Performance Limited for obtaining licences and for paying royalties in respect of works performed, and I HEREBY UNDERTAKE to indemnify the school against any actions or claims in respect thereof.	
Signed	Date

TO BE COMPLETED ONLY IF PORTABLE ELECTRICAL EQUIPMENT IS TO BE USED.	
The school has a responsibility under the Health & Safety at Work Act to establish that any equipment bought onto its premises is safe for use. It is essential that electrical equipment is tested periodically by an approved registered electrical contractor. Confirmation is required before a letting is approved that any equipment to be used is tested and safe. Contractors should be members of National Inspection Council for Electrical Installation Contracting or the Electrical Contractors Association. I Certify that the electrical equipment to be used on the school premises has been tested recently by a registered contractor and has been passed safe for use. The equipment consists of:	
Signed	Date

TO BE COMPLETED BY ALL HIRERS

I declare that I have studied the conditions accompanying this form and guarantee that they will be observed. I undertake to pay on demand (a) the charges at least one week before the date of the booking as assessed and (b) the cost of making good any damage which may have been done to the school buildings or furniture or other property of the school, during or in consequence of the proposed occupation.

Signed

Date

TO BE COMPLETED BY THE SCHOOL BUSINESS MANAGER

I agree to this application being granted and will give the necessary instructions to the Hirer regarding safe and secure use of the and will make detailed arrangements as required.

Safeguarding Checklist Completed.

Signed

Date

DETAILED ARRANGEMENTS:

Detailed arrangements agreed on _____(date)

Signed Hirer

Signed on behalf of School

9. Appendix 3 – Safeguarding Checklist for External Organisations/Individuals – Non-Sporting

Organisation/Individual's Name:

.....

Address:

.....

Activity/Provision: Days/Times

Specialist(s) delivering activity/provision (name and contact details):

.....

Organisation's Safeguarding/Welfare Officer:

Name:

Telephone: Email:

Organisation's/Individual's National Governing Body/Regulator (where appropriate):

.....

Pre-Letting Safeguarding Criteria	Checked by School Representative
Essential	
Are sessions led by a specialist with the relevant subject qualification(s) or experience to lead children's activities?	
Does the club, organisation, or specialist have appropriate insurance, with minimum requirements of public liability cover? The hirers must be able to provide documentary evidence on request.	
Have all specialists who will work with children undergone a recent enhanced DBS check? The hirers must be able to provide documentary evidence on request.	
Does the organisation or individual comply with good practice guidelines when working with children, or have in place a club child protection policy? The hirers must be able to provide documentary evidence on request.	
Does the organisation or specialist operate an equal access policy? i.e. Opportunities are available to all young people. The hirers must be able to provide documentary evidence on request.	
Desirable Best Practice	
Is the club, organisation or specialist affiliated to an appropriate governing body, where appropriate?	
Has the organisation or specialist achieved a recognised quality assurance award such as a charter mark or similar endorsement?	

10. Appendix 4 – Safeguarding Checklist for External Organisations/ Individuals – Sporting

Organisation/Individual's Name:

.....

Address:

.....

Activity/Provision: Days/Times:

Specialist(s) delivering activity/provision (name and contact details):

.....

Organisation's Safeguarding/Welfare Officer:

Name:

Telephone: Email:

Organisation's/Individual's National Governing Body/Regulator (where appropriate):

.....

Pre-Letting Safeguarding Criteria	Checked by School Representative
Essential	
Any club wishing to practice Martial Arts must have a Telford & Wrekin Martial Arts Advisory Groups (WMAAG) affiliation card	
Is the club, organisation, coach or leader affiliated to an appropriate sports or leisure governing body?	
Are sessions led by a coach/instructor that has the relevant sports or leadership qualification(s) and level of qualifications to lead children's activities? The hirers must be able to provide documentary evidence on request	
Does the club, organisation, coach or leader have appropriate insurance, with minimum requirements of public liability cover? The hirers must be able to provide copies of policies.	
Have all coaches/leaders/instructors undergone a recent enhanced DBS check? The hirers must be able to provide documentary evidence on request.	
Does the club/organisation comply with good practice guidelines when working with children, or have in place a club child protection policy? The hirers must be able to provide documentary evidence on request	
Does the club, organisation, coach or leader operate an equal access policy? i.e. Opportunities are available to all young people. The hirers must be able to provide documentary evidence on request.	
Desirable Best Practice	
Has the club or organisation achieved a recognised quality assurance award such as a Sport England 'Club mark' or a relevant Sport's Governing Body 'Charter Standard'?	

11. Appendix 5 - Scale of Charges

Charges are per hour unless otherwise stated

Facility	Cat A	Cat B	Cat C
Classroom	£20	£30	£40
Meeting Room (10 people)	£10	£20	£30
Theatre	£30	£40	£50

Examples of categories:

Category A – Local youth groups such as Brownies/Scouts or other not for profit organisations.

Category B – Small local groups/individuals that run for a profit but are offering services to enhance the local community, for example, exercise instructors.

Category C – Privately-run for-profit organisations/businesses.

Caretaking Charges:

Monday – Saturday £20 per hour

Sunday £27 per hour

12. Links with other School Policies

This policy links to the following policies and procedures:

- Debt Recovery Policy
- Safeguarding Policy
- H&S Policy