

**The Academies for Character and Excellence**



Lettings Policy

Reference: SW/RR/Finance

|  |  |  |
| --- | --- | --- |
| Policy date | **February 2022** |  |
| Strategic Board Approval | **February 2022** |  |
| Reviewed and Updated |  |  |
| Next Review Date | **February 2024** | **Review cycle every 2 years** |
| Author | **SW/RR/WP/SS** | [**www.acexcellence.co.uk**](http://www.acexcellence.co.uk) |
| Trust Schools | **Redhills Primary**  **Shaldon Primary**  **Collaton St Mary**  **Galmpton Primary** | **Totnes St John’s**  **Brixham Primary School** |

**Who should use this policy?**

This policy will apply to all schools within the Academies for Character and Excellence in relation to schools letting out their premises and the legislative and Trust requirements in relation to this.

This policy will be reviewed every two years unless significant legislative changes occur before the review date.

**Contents**

[**Introduction** 2](#_Toc97288093)

[**Use of Trust Premises** 2](#_Toc97288094)

[**Definition of a letting** 2](#_Toc97288095)

[**Charges for a letting** 2](#_Toc97288096)

[**Applying to use the school** 3](#_Toc97288097)

[**Letting agreement** 4](#_Toc97288098)

[**Termination of letting agreement** 6](#_Toc97288099)

[**Financial Accounting** 6](#_Toc97288100)

[**Safeguarding** 6](#_Toc97288101)

[**Confirmation pack** 8](#_Toc97288102)

[**Terms and Conditions of letting of the school premises** 12](#_Toc97288103)

[**Safeguarding Documents** 19](#_Toc97288104)

**Introduction**

The Academies for Character and Excellence will make every reasonable effort to ensure each of the school buildings and grounds are available for community use. The overriding aim of the Trust is to support each school in providing the best possible education for its pupils. As part of our Trust values, we also recognise the importance of our civic responsibility and through this we aim to:

* Provide opportunities for the local community and sports organisations to participate in sport and physical activity for health improvement and development of their skills, particularly amongst low participant groups
* Encourage a healthy lifestyle, mental health and wellbeing through the use of the facilities by organisations that align themselves with this vision
* Increase the number of people of all ages and abilities participating in physical activity including people with disabilities
* Provide opportunities for the local community to participate in any activity that would support their mental health and wellbeing including music groups, arts and craft, dance, environment and healthy communities etc.

**Use of Trust Premises**

Organisations / individuals whose purpose, beliefs or aims are not aligned to those of the Academies for Character and Excellence in relation to safeguarding and promoting the welfare of children will not be allowed to let any part of Trust premises at any time.

The use of the Trust premises is permitted by the Trust on the understanding that the **terms and conditions of letting** are adhered to, as outlined on **page 12**, at all times. Failure by the hirer to comply with any of the regulations where applicable, whether intentionally or not, may be deemed by the Trust to be just cause for the immediate cancellation of any lettings or series of lettings.

**Definition of a letting**

A letting may be defined as ‘any use of the school premises by either a community group or a commercial organisation’, regardless of whether a letting fee is charged. It must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

**Charges for a letting**

The Academies for Character and Excellence is responsible for setting the charges for the letting. We want to ensure that a policy of affordable pricing shall apply to maximise community use and in accordance with the aims of this Lettings policy. Prices shall be no greater than for similar locally run facilities.

It is the Academies for Character and Excellence Aim:

To provide affordable access to the facilities and to be self-financing in terms of community use

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Charges | | | | | |
|  |  | Term time | | Non-term time | |
| Area | Space | Hourly rate | Weekend rate per day | Hourly rate | Day rate |
| Internal | Hall | £20.00 | £75.00 \* | £20.00 \* | £75.00 \* |
|  | Classrooms | £15.00 | £60.00 \* | £15.00\* | £60.00\* |
|  |  | \*Additional £20.00 cleaning/caretaking charge may apply | | | |
|  | Kitchen | See page 15 re specific terms of agreement | | | |
| External | Playground | £15.00 | £60.00 | £15.00 | £60.00 |
|  | Field | £15.00 | £60.00 | £15.00 | £60.00 |
|  | Forest school | £20.00 | £70.00 | £20.00 | £70.00 |
|  | Car park | N/A | £50.00 |  | £50.00 |
|  | ACE Space | ACE Space Charges can be viewed via the website: <https://www.ace-space.org/> | | | |
|  |  |
|  |  |  | | | |
| All charges are subject to prior agreements and head teachers’ discretion.  For community groups please contact the admin team as minimal charges may apply. | | | | | |

For outdoor space we encourage community groups to hire the space for a minimal cost. For non-profit making or charitable community group then a minimal fee will apply.

A nominal caretaking/cleaning fee of £20 will be levied on all bookings.

An additional charge would be incurred if the let requires the caretaker to remain on the premises or for larger events and these will be discussed on a let by let basis.

The booking form must include set up and clear up time and the event cannot exceed the times booked.

**Applying to use the school**

Applying to use the school premises should be made via the website through an online enquiry form or through the school office. Hire of the school and its premises can only be made outside of term time learning hours. Once contact has been made the hirer will be sent a confirmation pack to include; a booking form, a letting agreement, and a safeguarding form. These forms should all be completed and signed before being approved prior to the letting occurring.

The school is responsible for the management of lettings and the Headteacher retains overall responsibility.

If the Headteacher has any concern about the appropriateness of a particular request for a letting, they will consult with the Trust Central Services Team.

The Headteacher has the right to refuse an application and no letting should be regarded as ‘booked’ until approval has been given in writing/ by email by the school administrator.

Confirmation in writing or by email must be given before any public announcement of any activity or function that is planned to take place should be made by the organisation concerned.

**Criteria for the approval of requests for hire**

1. Applications received from the following groups will normally be approved automatically. In the event of any request for hire or agreed letting, the school's own needs for use of the premises will take priority:
2. Any school related organisation (e.g. the PTA).
3. Local Community Groups which satisfy appropriate conditions relating to supervision and organisation.
4. Requests from established Youth Groups (e.g. Scouts).
5. Language schools in so far as any request does not adversely affect the teaching and learning of pupils of the school.
6. Individuals who wish to hire the premises for a family event or community activity/meeting who reside in the local community.
7. Adult education courses.
8. Applications from the following groups will be considered on their merits and may be referred to the Local Committee for approval:
9. Requests which involve the consumption of alcoholic drinks on the premises.
10. Religious groups.
11. Organisations seeking hire of school for profit making purposes.
12. Applications from the following groups will normally not be approved:
    1. Political or quasi-political groups.

The Headteacher and the Local Committee reserves the right to disapprove without reason any request made for the hire of the school premises.

**Letting agreement**

Once a letting has been approved, a letter/ email will be sent to the hirer, confirming the details of the letting. The named individual applying to hire the premises will be invoiced for the cost of the letting if applicable. This needs to be paid in full before the hire.

****

**Lettings Procedure**

The purpose of this procedure is to give an overview of the processes for the hire of school premises.

Initial enquiry made via the website on an online enquiry form, or through the school office

Confirmation pack issued - to include a booking form, letting agreement and a safeguarding form

All relevant communications to be made to ensure all parties are aware of the hire.

All necessary processes to be in place ready for the hire.

Arrival and Exit instructions to be issued.

**Invoice to be paid before the hire can commence**

Named individual applying to hire the premises will be invoiced by Finance for the cost of the letting (if applicable)

Forms and conditions of hire approved by the school/Trust

If approved, confirmation in writing to be issued to the hirer and also to central services Finance team

Forms completed and returned

**Termination of letting agreement**

The Headteacher has the immediate power to terminate any letting agreement relating to the hire of the school premises, in accordance with the terms and conditions of the model agreement.

**Financial Accounting**

1. All letting agreement forms will be numbered, correctly authorised and accounted for. All documents to be filed accurately.
2. An invoice/statement of account should be issued for all lettings.
3. Income, when processed will be referenced to the relevant invoice number.

**Safeguarding**

The Hirer shall ensure that they complete the safeguarding form in the confirmation pack prior to the letting.

Where a hiring involves activities aimed predominantly at children, and/or the activity is positively supported by the school for the attendance of children, the hirer must ensure that they have appropriate safeguarding policies and procedures in place. The hirer must provide the School with a copy of their Safeguarding and Child Protection Policy which must clearly reference:

* Safer recruitment, training and induction for staff; Welfare and reporting arrangements for raising concerns about young people; Arrangements for raising concerns with regard to adults working with young people;
* Arrangements for Disclosure and Barring Service (“DBS”) checking and barred lists checks where appropriate.

The person named on the letting agreement must themselves and those persons likely to have contact with children, have been subject to Enhanced Disclosure and Barring Service checks and be trained in child protection, holding at least a level 2 safeguarding certificate.

Safeguarding requirements are for those that are under the age of 18. This does not apply to adult only groups unless there are adults attending that may be identified as vulnerable.

The Trust reserves the right to require the Hirer to produce evidence that enhanced DBS checks have been carried out on all persons and to review safeguarding policies and procedures and to impose any additional requirement they consider appropriate in connection with the hiring. If for any reason the Trust is not satisfied, then they reserve the right to cancel any hiring and there shall be no liability to the Hirer other than to refund any hiring fee or deposit paid.

The latest KCSIE 2021 guidance can be found at: [publications.education.gov.uk](https://www.gov.uk/government/publications?keywords=&publication_filter_option=all&topics%5B%5D=all&departments%5B%5D=department-for-education&world_locations%5B%5D=all&direction=before&date=2013-09-01)

This policy therefore should also apply to all lettings regardless of whether a Hirer is also an employee within the Trust.

The individual Headteacher will have the authority to whether an individual event operates under the guidance of the Trust Safeguarding Policy. Ordinarily ALL lettings should operate under the Safeguarding Policy of the business taking out that letting.

Where any business seeks to operate a letting anywhere within the Trust, and the management of the business involves any person or persons employed by the Academies for Character and Excellence, then before the letting can be agreed the Safeguarding Lead must ensure there is clear separation in all communications and Policy from any positions of trust held within the Trust. It is the responsibility of the head teacher to ensure that the Safeguarding Lead is informed.

Hirers are reminded that Trust facilities may be used for a range of activities with users arriving and leaving at varying times. Hirers are responsible for the safeguarding of all young people for whom they are providing activities while those young people are on Trust premises. It is required that all children are met at a central agreed location, escorted to their activity, and returned to the agreed location at the end of the activity for collection by their parents or carers.

**Confirmation pack**

**Booking Form**

Please note that a booking is not confirmed until confirmation from the Headteacher is received following the necessary checks within the confirmation pack

|  |  |
| --- | --- |
| Dates and times  (include set up and clear away time) | Date(s)  Arrival time:  Depart time: |
| Name of organisation |  |
| Purpose of letting |  |
| Rooms and  Facilities required |  |
| Other requirements  (e.g. chairs set out, equipment, etc) |  |
| Will alcohol be brought onto the premises |  |
| Are you obtaining a license for sale of alcohol |  |
| Will you have insurance to cover the event |  |
|  | |
| Full name of hirer |  |
| Full address of hirers |  |
| Contact number |  |
| Email of hirer |  |
| Signature |  |
| Date |  |

Please complete and return to the school at least 20 school days before the event.

If your booking is successful, you will receive a confirmation pack that will need to be completed and returned as soon as possible.

For School use only:

Headteacher’s acceptance of booking

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

GALMPTON C of E PRIMARY SCHOOL: **Letting agreement**

**Agreement for HIRE of SCHOOL PREMISES AND/OR GROUNDS**

**Between**

**School Name:**

**and**

**Details of Hirer:**

**Name of Registered Organisation or Hirer (registration details)**

**…………………………………………………………………………….**

**Name of Responsible Officer**

**..…………………………………………………………………………….**

**Address of Hirer**

**..……………………………………………………………………………………………**

**………………………………………………………………………………**

**Post Code ………….………..**

**Position in Organisation**

**……………………………………………………………………………...…….**

**Contact Phone Number(s)**

**.………………..……………………………………………………………….**

**Purpose of Hire**

**…………………………………………………………………………………………….**

**Please complete as requested**

|  |  |
| --- | --- |
|  | Yes/No |
| **I wish to hire the premises as detailed in the attached booking form.** |  |
| **I have received a copy of the conditions of hire and I agree to abide by them.** |  |
| **I agree to pay all charges that may be due before the hire commences.** |  |
| **I acknowledge that my attention has been drawn to the requirement of having insurance cover for Public Liability and have completed the indemnity section and provided documents to confirm.** |  |
| **I acknowledge that my attention has been drawn to the requirement to comply with the school’s safeguarding requirements and I have completed the safeguarding form.** |  |
| **I agree that our activities will comply with DfE Protective measures for out-of-school settings during the coronavirus (COVID-19) outbreak (1 July 2020) - see link below** |  |
| **I agree that in dealing with suspected and confirmed Covid cases, government guidance will be followed.** |  |
| **I agree that all PPE required to comply with DfE Protective measures for out-of-school settings during the coronavirus (COVID-19) outbreak** (1 July 2020) |  |
| **I can confirm that a suitable risk assessment has been undertaken for the activity that the premises are being used for by and can supply this if requested** |  |
| **I can confirm that I have read and will abide by all DfE guidance which relates to the service I will be providing on the school site.** |  |

|  |
| --- |
|  |

**DfE Guidance:**

<https://www.gov.uk/government/publications/protective-measures-for-holiday-or-after-school-clubs-and-other-out-of-school-settings-for-children-during-the-coronavirus-covid-19-outbreak/protective-measures-for-out-of-school-settings-during-the-coronavirus-covid-19-outbreak>

**Name**:………………………………

**Signature**:……………………………

**Date**:…………………………………..

**Lettings Indemnity Form**

INSURANCE COVER – To comply with the conditions of the hiring agreement.

I hereby indemnify the school against any claims made against it arising from the use of hired premises.

In addition, I accept responsibility for any claims the school may have for any damage to its property arising from its use during my hire.

I maintain a Public Liability Insurance Policy, the details of which are as under:

|  |  |
| --- | --- |
| Policy Number |  |
| Expiry Date |  |
| Name and Address of  Insurance Company |  |
| Indemnity Limit |  |
| Signature |  |
| Name |  |
| Date |  |

GALMPTON C of E PRIMARY SCHOOL 

**Terms and Conditions of letting of the school premises**

These terms and conditions must be complied with.

The ‘hirer’ shall be the named individual on the letting agreement and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

The hirer shall ensure that there is a responsible adult present and able to supervise at all times during the letting. No person under the age of 18 years is permitted on the premises without adequate adult care and supervision.

**Status of the hirer**

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background.

The letting agreement is personal to the hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of creating any tenancy between the school and the hirer.

The signatory of the application shall be the hirer. Where a promoting organisation is named in the application, that organisation shall also be considered the hirer and shall be jointly and severally liable hereunder with the signatory.

**Disclosure and barring service checks**

It may be necessary for the hirer to undergo a disclosure and barring services check via the Disclosure and Barring Service (DBS). If a particular letting involves contact with children and young people, it is the responsibility of the hirer, as advised by the Headteacher, to ensure that they have complied with the DBS Code of Practice. Is this called the code of practice DBS

When there is a requirement for DBS checks to be undertaken, the hirer must keep appropriate records in line with the DBS Code of Practice and report to the school any safeguarding concerns which may arise.

The hirer will be required to provide evidence that DBS checks have been carried out on request.

**Indemnity and insurance**

Lettings are made on the agreement that the Trust is indemnified by the hirer against any loss, damage, costs and expenses during the use of the school premises by the hirer except where such loss, damage costs and expenses are directly attributable to the negligence of the employees of the Trust.

The hirer shall insure, with a reputable insurance office, against such funds as the hirer may become liable to pay as compensation, arising out of bodily injury or illness (fatal or otherwise) to any person and/or costs, fees, expenses, loss or damage caused to property or the premises by any act or neglect of himself, his servants, agents, or any person resorting to the premises by reason of the use of the premises by the hirer.

Unless specifically agreed by the Trust, the insurance cover shall provide a limit indemnity of not less than £5,000,000 (five million pounds) in respect of any one incident and to include liability for the premises including liability for fire and explosion risks arising from the let of the premises.

The hirer shall produce the policy of insurance and receipts for the current premium or premiums upon request by the Headteacher, within seven days of a request.

Neither the school nor the Trust shall be responsible for any injury to persons or damage to property arising out of the letting of the premises.

**Statutory requirements**

The hirer must not do or permit any act, matter or thing which would, or might, constitute an illegal or immoral activity affecting the school premises or which would, or might, vitiate in whole or in part any insurance affected in respect of the premises from time to time.

**Licences and permissions**

The hirer shall be responsible for obtaining any public licenses necessary in connection with the booking and should confirm with the school the licenses they hold.

Permission or license must be obtained from the copyright owner, the owner of the sound recordings (if appropriate) and the publisher for any public performance of music, musicals, operas, or stage plays. The borrowing of music scores or plays from a local library does not constitute permission to perform.

Regulated entertainment, public music, singing and dancing can only take place on premises which have a Premise’s License authorising entertainment, or by applying for a Temporary Event Notice.

Hirers are reminded that it is illegal to photocopy music or plays without the express permission in writing of the copyright holder except in certain circumstances. Any infringement of this is liable to prosecution.

The hirer shall indemnify the Trust against all sums of money which the Trust may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

**Public safety**

All conditions attached to the granting of the license, stage play or other licenses and the school’s health and safety policy shall be strictly observed. Nothing shall be done which will endanger the users of the building, or invalidate the policies of insurance relating to it and its contents. In particular:

1. Obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be available for free public access and exit at all times
2. Fire–fighting apparatus shall be kept in its proper place and only used for its intended purpose
3. The fire brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Headteacher
4. The hirer is responsible for familiarising themselves with the procedure for evacuation of the premises, the escape routes, assembly points, and shall be familiar with the fire-fighting equipment available
5. Performances involving danger to the public shall not be permitted
6. Highly flammable substances shall not be brought into, or used, in any part of the premises. No internal decorations of a combustible nature (e.g. polystyrene, cotton, hay, etc) shall be undertaken or erected without the consent of the Headteacher.
7. No unauthorised heating appliances shall be used on the premises.
8. All electrical equipment brought into the building shall be subject to regular PAT testing and certification provided in evidence. The intention to use any electrical equipment must be notified on the hire application form. The Trust disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment
9. Adequate supervision must be provided to maintain order and good conduct, and, where applicable, the hirer must adhere to the correct adult/pupil ratios at all times when these are specified for particular activities, e.g. by national governing bodies of sports, scouts etc.

**Health & Safety**

It is the responsibility of the hirer to ensure they have carried out their own risk assessment and that they are responsible for their own health and safety.

Users of premises are reminded of their responsibilities under the Health and Safety at Work Act 1974

No persons shall intentionally interfere with or misuse anything provided in the interests of health safety or welfare in line with the relevant statutory provisions.

The hirer shall comply with any documented health and safety procedures.

**Fire Safety**

Hirers’ information will include instructions on evacuating the building. Hirers are responsible for ensuring that all adults and children involved in their activity leave the building as quickly as possible. Adults waiting for their children in the public area of the School do so at their own risk but will be evacuated by School site staff or the hirers using the premises. All users should familiarise themselves with the fire alarm and evacuation procedures. Copies of these are posted around the building and included in the information pack.

If the letting is for the outside space then the same fire evacuation processes apply that the area is vacated as quickly as possible.

**Smoking**

The whole of the school premises, which includes the grounds, is a non-smoking area, and smoking is not permitted or the use of E-cigarettes.

**The hirer’s responsibilities**

The hirer must inform the school of any fault, damage or other problems with the premises or equipment encountered during the letting.

No part of the premises is to be used other than for the purpose of the premises requested.

No part of the premises requested is to be used for any unlawful purpose or in any unlawful way.

**Own risk**

It is the hirer’s responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

**First Aid facilities**

It is the responsibility of the hirer to make their own first aid arrangements, such as the provision of a first aid kit, and the provision of first aid training for supervising personnel, particularly in the case of sports lettings. There is no legal requirement for the school to provide first aid facilities and use of the school’s resources is not available.

The hirer is responsible for informing the School/Trust of any person sustaining injury or loss on the Trust premises during the period of the let. This information must be presented in writing to the School/Trust within 24 hours of the event. Any further information required by the School/Trust must be made available on request.

**Furniture and fittings**

Furniture and fittings shall not be removed or interfered with in any way. Nor shall they be rearranged except by prior agreement and will be subject to reinstatement at the end of each session of use. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric is permitted.

In the event of any damage to premises or property arising from the letting, the hirer is required to report any damage arising immediately to the school and pay the School/Trust the cost of making good any damage to the property or to any fittings, fixtures, sports or other equipment or property including the polytunnel and external sheds, which may result from the letting.

Hall floors are used by children for physical education and no substance is to be applied to floors to prepare them for dancing or any other activity. No footwear liable to damage floors may be worn in school buildings. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the building.

Any IT/AV equipment that you bring onto the premises must carry a valid and up to date PAT certificate.

The hirer is required to clear away any rubbish and leave the premises and / or grounds in the condition in which they were found. The hirer shall be responsible for reimbursing the School/Trust for any additional costs incurred in cleaning the premises and / or grounds after a letting

**Condition of Premises**

The Trust gives no guarantee as to the fitness, suitability or condition of the premises or grounds at the commencement of the letting, but every effort will be made to see that they are in a reasonable state.

**Playing Fields/Outdoor area**

The Trust does not give any guarantee as to the standard of the field nor to the maintenance or improvement of this standard during the season. The hirer shall be aware of the state of any field upon submitting his application and such application will be deemed to be for the particular field as seen.

**Food and drink**

If food and drink is being prepared or consumed on the property, then permission must be sought by the Headteacher/Trust catering lead to ensure it is in line with current food hygiene regulations. You will be required to complete a hygiene statement for due diligence and accountability form.

**Kitchen/food preparation facilities and equipment**

Third parties shall only be permitted to share use of kitchens and/or equipment where a member of the school’s staff is available to supervise such use or that there has been prior agreement and there has been sufficient training of the named hirer in the use of equipment this would be subject to reimbursement of the resultant staff costs.

Separate arrangements can be agreed for provision of refreshments for special events.

**Intoxicating liquor**

No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the permission in writing of the Headteacher/Trust, whose written consent must also be obtained prior to seeking any Temporary Event notice for the sale of alcoholic liquor from the local Licensing Authority. All evidence of intoxicating liquor must be removed from the premises at the end of the letting.

**Betting, games and lotteries**

Nothing shall be done on, or in relation to, the premises in contravention of the law relating to betting, gaming and lotteries, and the persons or organisations responsible for functions held in the premises shall ensure that the requirements of the relevant legislation are strictly observed.

**Nuisance/disturbance**

Hirers and organisers of events in the school premises are responsible for ensuring that the noise level of their function does not interfere with the other activities within the building nor to cause inconvenience for the occupiers of nearby houses or property.

**Disposal of waste**

The hirer must comply with the school’s arrangements for recycling and disposal of any rubbish or waste materials.

**Animals**

Except in the case of trained guide dogs for the blind and hearing dogs for the deaf, animals (unless agreed by the Headteacher) shall not be permitted on the school premises.

**Charges and cancellations**

The hirer acknowledges that the charges are as set out in the letting agreement, including any review arrangements specified. The letting may be cancelled, provided that in each circumstance at least 10 days’ notice either way is given. It is the hirer’s responsibility to notify people appropriately of any changes in dates or venues at least a week in advance.

The Trust will not accept any responsibility for any loss, or other expenses however incurred by the hirer, in the event of a cancellation by the Headteacher/Local Committee of the letting as a result of circumstances beyond its control (including, without prejudice to the generality of the same, industrial action by its employees, or others, oil shortage, failure of electricity/gas supply).

The decision of the Headteacher/Local Committee as to whether a letting should be cancelled shall be binding on the hirer.

Where payment for the hiring of the school facilities is not reached by the prescribed deadlines, and/or without prior agreement by the Headteacher the Trust reserves the right to terminate the letting with notice of one week. The Trust will not accept any responsibility for any loss, or other expenses, however incurred by the hirer, in the event of the cancellation of the letting as a result of the circumstances described above. The decision of the Headteacher/Local Committee as to whether a letting should be cancelled shall be binding on the hirer.

It is the hirer’s responsibility to notify its club members appropriately of the withdrawal of the school facilities in the event of the letting being cancelled for the reason outlined above

**Sub-letting**

The hirer shall not sub-let the premises, underlet or share possession with any other parties.

**Storage ancillary to the letting**

The permission of the Headteacher must be obtained before goods or equipment are left or stored on the premises, except that the Headteacher is authorised to grant permission for the overnight storage of goods and equipment brought to the school for a particular event.

**Loss of property**

The School/Trust cannot accept responsibility for damage to, or the loss or theft of, hirer’s property and effects. It is the responsibility of the hirer to make their own insurance arrangements if required.

**Car parking**

Cars shall not be parked to cause obstruction at the entrance to, or exits from, the school. In particular, the Hirer must ensure that access to the school by emergency vehicles is not obstructed or delayed. Where parking is available, this must be used, and users of the school should avoid undue noise on arrival and departure.

**Toilet facilities**

Access to the designated school’s toilet facilities is included as part of the letting arrangements for indoor lettings.

With regards to outdoor lettings there is currently no toilet facilities available unless agreed as part of the letting.

**Right of access**

The Trust reserves the right of access to the premises during the letting for emergency or monitoring purposes (The Headteacher or the Trust may monitor activities from time to time).

**Vacation of premises**

The hirer shall ensure that the premises are vacated promptly at the end of the letting session. The hirer is responsible for supervising any children taking part in an activity until they are collected by the agreed responsible adult.

The hirer must ensure that the period they have hired the Trust’s facilities for allows for setting up and putting away any equipment. If the period of usage exceeds the period hired, then the hirer will be liable for a minimum penalty of 1-hour hire charge for each area hired.

**Emergency contact details**

In the event of emergency during the period of hire, the hirer should contact:

The Headteacher: Mrs Katy Burns Tel No: 07770 760671

**Safeguarding Documents**

**Safeguarding Information Form – To be completed if the letting involves children under the age of 18 or vulnerable adults**

Academies for Character and Excellence is committed to ensuring that all organisations that use their premises comply with the guidelines recommended by *the Local Safeguarding Children Partnership, and also as set out by the Department for Education and KCSIE 2021*

**Safeguarding requirements are for those that are under the age of 18. This does not apply to adult only groups unless there are adults attending that may be identified as vulnerable**.

Detailed below are a set of questions which we expect all organisations to be able to answer. As part of its safeguarding responsibilities, the School/Trust will monitor and periodically check that the information provided is accurate and all hirers must provide additional evidence where requested, in accordance with our Lettings Policy.

**CONTACT DETAILS**

Details of organisation requesting the letting arrangements:

|  |  |
| --- | --- |
| Name |  |
| Address |  |
| Telephone Number |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **PLEASE ANSWER ALL THE QUESTIONS BELOW** | | **YES** | **NO** |
| **POLICIES & PROCEDURES** | |  |  |
| Do you have a Safeguarding Policy, along with procedures and codes of conduct that are compatible with those held by ACE and set out by the Department for Education? (which can be viewed if requested) | |  |  |
| Do you have a procedure in place in the event of a child protection allegation being made against a member of your staff or organisation? | |  |  |
| Do you have in place a Code of Conduct for staff that is compatible with the Trust’s Code of Conduct and expectations (if applicable)? | |  |  |
| Are you aware of the procedures to follow if you think a child is being abused including Child Criminal Exploitation, Child Sexual Exploitation and Peer on Peer abuse (child on child) and have you shared this information with your members of staff as set out in ‘Keeping Children Safe in Education’ 2021? | |  |  |
| Are you aware of the PREVENT Duty where all schools and colleges are subject to a duty under section 26 of the counter terrorism and security act 2015, in the exercise of their functions, to have due regard to the need to prevent people from being drawn into terrorism. | |  |  |
| Does your organisation keep records and registers of all children attending the activity? | |  |  |
| **SAFER RECRUITMENT** | |  |  |
| Do you have robust practices in place which meet the safer recruitment guidance set out by Department for Education in their ‘Keeping Children Safe in Education’ 2021 | |  |  |
| Can you confirm that job interviews have been carried out for all staff and volunteers and that full application details exist? | |  |  |
| Can you confirm that individual identity, right to work and qualification checks have been satisfactorily completed? | |  |  |
| Are enhanced DBS checks obtained on all staff or volunteers working with children, including transporting children as part of the activity? and that the correct insurance is in place to allow this to happen? | |  |  |
| Can you confirm that a minimum of 2 satisfactory references have been received (from previous employers where possible) which address the individual’s suitability to work with children & young people? | |  |  |
| Can you confirm that staff or volunteers have not had a break of 3 months or more from employment since their latest CRB/DBS disclosure was obtained, or there is a valid reason explained? | |  |  |
| Can you confirm that a record of recruitment and vetting checks is kept by your organisation and that this is kept up-to-date and is available for inspection by the School on request? | |  |  |
| **SAFETY & WELFARE** | |  |  |
| Is there any member of your group that would be classed as a vulnerable adult | |  |  |
| Do you have a trained first aider in attendance at all times and suitable first aid equipment? | |  |  |
| Do you have appropriate arrangements in place for other emergencies? | |  |  |
| Are you aware of the arrangements that are in place to liaise with a member of school staff should there are any particular concerns? Contact number for out of hours hire | |  |  |
| If using potentially hazardous equipment provided by the school, can you confirm that it will be operated by suitably trained staff and it will be supervised at all times by an adult member of staff? | |  |  |
| Your organisations does not condone bullying, racism or any other forms of prejudice by your members of staff or any of your clients and their family members? | |  |  |
| Do you have specific arrangements in place for dealing with situations where children are not collected after the activity? | |  |  |
| If providing childcare, please confirm that the organisation is registered with Ofsted? | |  |  |
| Please provide Registration details: |  |  |  |
| Is your organisation registered with the appropriate national registered body (e.g. FA for football organisations)? | |  |  |
| Please provide details: |  |  |  |
| **DATA PROTECTION** | |  |  |
| Does your organisation have procedures in place to protect staff and client personal information in line with the requirements of GDPR and the expected provisions of the DPA 2018? | |  |  |
| **UPDATES** | |  |  |
| Do you agree to notify the School of any changes in Ofsted registration, adults regularly present and any other changes as relevant? Changes will need to meet the same safeguarding criteria applied for the original application. | |  |  |

Signed on behalf of organisation

..................................................................................

Date ...............................................................

Print Name (Nominated Club Official) …………………………..…………………………………………

Telephone number.....................................................

Email address ……………..............................................

(It is the club’s responsibility to advise the School if the person who has hired the facilities on behalf of the club changes). In this case a new Safeguarding form will have to be completed.

**TO BE RETAINED IN THE LETTINGS FILE OF GALMPTON C of E PRIMARY SCHOOL**

****

**ACE Kitchens – Lettings Visit Checklist**

|  |  |
| --- | --- |
| Hirer organisation |  |
| Hirer – named kitchen workers |  |
| Academy name |  |
| Area working |  |
| Person responsible for induction |  |
| Date completed |  |

|  |  |  |  |
| --- | --- | --- | --- |
| Please sign and date once completed | **Hirer Signature** | **Catering lead**  **Signature** | **Comment/notes** |
| **Introduction:** | | | |
| Sight of current Food hygiene certificates for hirers |  |  |  |
| Tour of department/working environment/facilities |  |  |  |
| Prohibited/restricted areas explained |  |  |  |
| Space required – fridges/freezers/shelves |  |  |  |
| **Organisation & policies/procedures:** | | | |
| Food hygiene policy – direct |  |  |  |
| Recording in place for due diligence |  |  |  |
| Probe sheets in place |  |  |  |
| Fridge temp checks in place |  |  |  |
| Accident reporting process in place |  |  |  |
| Equipment fault process explained |  |  |  |
| COSHH – what chemicals they can use and have in place |  |  |  |
| First Aid - where first aid kit is situated and they have process in place |  |  |  |
| Allergy awareness procedures in place |  |  |  |
| **Equipment:** |  |  |  |
| What is equipment is available for use |  |  |  |
| What equipment is unavailable to use |  |  |  |
| Opening and security – back door |  |  |  |
| Cleaning effectively – expectations |  |  |  |
| Equipment safety explained |  |  |  |
| Gas shut off |  |  |  |
| Oven and combi use |  |  |  |
| **Hirer confirmation:** | | | |
| I confirm that I have undertaken and understood this kitchen lettings process | **Name** | **Signature** | **Date** |
|  |  |  |  |