

Letting Procedure

Partner school

John Taylor Multi Academy Trust



1. Aims and scope

We aim to:

- Make sure the school's premises and facilities can be used, where appropriate, to support community or commercial organisations;
- Allow the hiring of the premises without using the school's delegated budget to subsidise this;
- 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 school's primary purpose of providing education to its pupils;
- Hire out facilities in a way that is safe, following government guidelines and the school's risk assessment(s).

2. Areas available for hire

The school will permit the hire of the following areas:

- Sports hall, Old Gym, Dining Hall, Lees Hall
- Library
- Classrooms & Drama Studio
- Playing fields
- Library & Hub Areas
- Conference Room
- Swimming pool

Capacity and charging rates

	Mon – Fri £ per/hr for Community use	•	Mon – Fri £ per/hr Commercial use	Sat& Sun £ per/hr Commercial use
Main School				
Classroom	£12.50	£12.50	£14.00	£15.00
New Hall	£20.00	£20.50	£20.50	£23.00
Lees Hall	£25.00	£27.00	£29.00	£32.00
Conference room	£25.00	£27.00	£29.00	£32.00
Hub area	£15.00	£16.00	£18.00	£18.00
Library	£25.00	£27.00	£29.00	£32.00
Drama Studio	£20.00	£21.00	£21.00	£22.00
Kiosk (only with use of New Hall / Drama Studio)	£5.00	£5.00	£5.00	£5.50
Sports Facilities				
Sports Hall – all day	Prices on request	Prices on request	Prices on request	Prices on request
Sports Hall – adults all courts	£37.00	£39.00	£40.00	£42.00
Sports Hall – juniors all courts	£34.00	£36.00	£38.00	£40.00
Sports Hall – adults per court	£12.00	£10.50	£12.50	£13.50
Sports Hall – juniors per court	£8.50	£9.50	£9.50	£10.50
Tennis courts – all courts	£25.00	£27.00	£29.00	£32.00
Tennis courts – adult play	£8.50	£9.50	£9.50	£10.50
Tennis courts – junior play	£6.50	£7.50	£7.50	£8.50

Cricket match – adults per match	£36.00	£38.00	£40.50	£42.00
Cricket pitch – juniors per match	£22.50	£24.00	£25.00	£29.00
Gym and changing room	£20.50	£21.50	£23.00	£25.00
Adult swimming pool (changing room)	£34.50	£36.50	£38.50	£41.50
Junior swimming pool (changing room)	£31.50	£32.50	£35.50	£37.50
Netball match	£12.50	£13.50	£14.50	£15.50
Junior football match (changing room)	£22.50	£23.50	£25.00	£29.00
Adult football match (changing room)	£25.00	£27.00	£29.00	£32.00
Junior rugby match (changing room)	£22.50	£23.50	£25.00	£29.00
Adult rugby match (changing room)	£25.00	£27.00	£29.00	£32.00
Junior hockey match (changing room)	£20.50	£21.50	£22.50	£25.00
Adult hockey match (changing room)	£25.00	£26.00	£29.00	£32.00
Field per hour per zone (field split into 4 zones)	£20.50	£21.0	£22.50	£25.00

3. Charging rates and principles

Rates

The rates for hiring out different areas are listed in the table in the section above. We may decide that certain organisations or activities can use the premises for a reduced rate, or free of charge, if it supports the core aims of the school.

Cancellations

We reserve the right to cancel any agreed hiring with a minimum of 7 days notice. A full refund will be issued if we do cancel a hire. The school shall not be liable for any indirect or consequential losses, including (without limitation) any loss of profits, loss of business or the loss of any revenue arising out of the cancellation of any hire.

The hirer of the premises can cancel any hire with a minimum of 7 days notice. If less notice than this is given, the licensee shall not be entitled to a refund. If you wish to cancel your whole letting, you are required to give the school 6 weeks notice.

Review

The revenue raised from hiring out will be reviewed by the Business Manager and will be fed into the school's financial reporting, to ensure best value is being achieved.

4. Application process

Those wishing to hire the premises should fill out the hire request form (for all lets) and prequalifying questionnaire (if you are providing an activity for a child or children, with the

definition of a child being anyone under the age of 18), which you can find in appendix 1 and appendix 2 of this guidance, and read the terms and conditions of hire set out in section

The hirer should fill out and sign the hire request form and submit it to f.gilbert@chaseterraceacademy.co.uk who will determine if the hire can be approved.

If the request is approved, we will contact the hirer with details of how make arrangements for the date and time in question. The hirer will need to provide proof of its public liability insurance, any risk assessment for the activities taking place and a hazard exchange form will need to be completed before the hire can take place (see appendix 9).

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

5. Terms and conditions of hire

The following terms and conditions must be adhered to in the hiring of the school premises. Any breach of these terms will result in cancellation of future hires without refund.

- 1. "Hirer" means the person or entity identified in the relevant hire request form.
- 2. The hirer shall pay the full amount as stipulated by the school, and shall not be entitled to set off any amount owing to the school against any liability, whether past or future, of the school to the licensee.
- 3. The hirer shall occupy the part(s) of the premises agreed upon as a non-exclusive license and no relationship of landlord and tenant is created between the hirer and the school by this licence.
- 4. The hirer shall not sub-licence any of the premises under the licence.
- 5. The hirer shall not use the premises for any purpose other than that agreed upon in the licence, as set out in the hire request form.
- 6. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the licence.
- 7. The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.
- 8. The hirer shall be responsible for all matters relating to health and safety and shall be responsible for those in attendance during the specified time.
- 9. The hirer must take out its own public liability insurance with a reputable insurer approved by the school and, where requested by the school, shall provide a copy of the relevant insurance certificate.
- 10. The hirer shall not conduct, nor permit or suffer any other person to conduct, any illegal or immoral act on the premises, nor any act that may invalidate any insurance policy taken out by the school in relation to the premises.
- 11. The hirer shall indemnify and keep indemnified the school from and against:
 - a. Any damage to the premises or school equipment;
 - b. Any claim by any third party against the school; and
 - c. All losses, claims, demands, fines, expenses, costs (including legal costs) and liabilities, arising directly or indirectly out of any breach by the hirer of the licence or any act or omission of the hirer or any person allowed by the hirer to enter the premises
- 12. Save that nothing in the licence shall exclude or limit either party's liability for personal injury or death arising from the negligence of either party or any other liability that cannot be excluded by law, the school shall not be responsible for any losses of a direct or indirect nature, and its maximum liability to the hirer shall not exceed the total fees paid or to be paid to the school by the hirer under the licence.
- 13. Any cancellations by the school made with at least 7 days notice will be refunded.

- 14. Any cancellations by the hirer received with less than 7 days notice will not be refunded.
- 15. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency (see health and safety information).
- 16. The hirer will leave the premises in the condition it was found in, leaving the area clean and tidy and not leaving any of their own equipment behind.
- 17. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior written agreement from the school.
- 18. If the hirer breaches any of the terms and conditions, the school reserves the right to terminate the licence and retain any fees already paid to the school, without affecting any other right or remedy available to the school under the licence or otherwise.
- 19. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
- 20. The hirer will acquire all appropriate additional licences for any activities they are running, including those required for use of any third party intellectual property.
- 21. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running.
- 22. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
- 23. The school's premises hire policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation letter issued by the school shall apply to and are incorporated in the licence.
- 24. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
- 25. The school and the hirer irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising from this licence.

6. Safeguarding

The school is dedicated to ensuring the safeguarding of its pupils at all times. It is a requirement of hire that hirers abide by the schools' requirements in respect of safeguarding. Any failure from the hirer in this respect will result in the hire being terminated. The JTMAT Safeguarding Policy is followed by all schools in the John Taylor Multi-Academy Trust and is available on the JTMAT website. Policies – John Taylor Multi-Academy Trust (itmat.co.uk)

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

It is the responsibility of the hirers to ensure that the staff/volunteers associated with the hirers are aware of the Fire and Evacuation Procedures on the school site.

If there is a chance that 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 written confirmation that the hirers have had the appropriate level of DBS check.

The hirer will be required to have appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide copies of these policies on request to the school. If any hirer does not have relevant policies and procedures in place, or is unable or unwilling to provide the required information, we will be unable to enter into an agreement to allow hiring of our premises.

The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact the school representatives below, as soon as reasonably practicable.

Concerns about a child/young person should be shared with our Designated Safeguarding Lead, Mrs D Thombs who is contactable via e-mail <u>d.thombs@chaseterraceacademy.co.uk</u>

Concerns about an adult/volunteer/person in a position of trust should be shared with our Headteacher, Ms N Mason who is contactable via e-mail n.mason@chaseterraceacademy.co.uk

The school will record your concerns on the relevant form please see appendix 3 and 4. The school is responsible for following the JTMAT Safeguarding Policy in response to Safeguarding concerns reported out of school hours.

7. Monitoring arrangements

We will review and update this policy when the guidance on which it is based changes or when this version of the policy otherwise stops being applicable. Any updates to this policy will be shared with the full governing board.

Reviewed by Governing Body: September 2024

Adopted: September 2024 **Next Review:** September 2025

Appendix 1: Hire Request Form

Before filling out a request form, please familiarise yourself with our terms and conditions for the hire of our premises and our rates of hire, which you can find in sections 2 and 5 of this policy. If you have any questions, please contact Mrs F Gilbert via email f.gilbert@chaseterraceacademy.co.uk

Name of applicant/organisation and company number (where applicable)	
Applicant contact details	Address:
	Phone no:
	Email address:
Preferred method of contact	
Purpose/activity of organisation	
Part of the premises requesting to be hired	
Date and time of first hire	
Is this a recurring request, or one off? If recurring, indicate the frequency and number of occurrences (e.g. weekly, 10 weeks)	
Number of expected participants in the activity	

Additional equipment you will require from the school (please note we may not always be able to provide this, but will inform you where this is/is not possible)	
Additional equipment you will be providing yourself	
Confirmation and details of the safeguarding and child protection arrangements you have in place	
By signing below, I agree t policy.	o the terms and conditions set out in the school's premises hire
Name	Date
Signature	

Please return this form via email to <u>f.gilbert@chaseterraceacademy.co.uk</u> We will be in touch to inform you if your application is successful, and if so, details of the full cost and documents that will need to be shared.

Appendix 2: Pre-Qualifying Questionnaire

This questionnaire must be completed if you are offering a club, activity or service to anyone under the age of 18.

Do you have a Safeguarding Policy for you club/company/agency?	
Please provide a copy when returning this questionnaire	
Do you have a named Safeguarding Lead?	
Please insert the name of your Safeguarding Lead.	
Please insert the contact details for your Safeguarding Lead.	
Please identify the safeguarding training you provide to your staff/volunteers who work with children.	
Please confirm the date that staff last undertook safeguarding training. MUST be within the last 3 years.	
A child is anyone under the age of 18.	
Will you have at least one member of staff/volunteer on school site at all times who is First Aid Trained?	
Please list the staff/volunteers who are First Aid trained.	
Do you have a health and safety policy?	
Please provide a copy when returning this questionnaire	
Have your staff/volunteers received health and safety training?	
Do you have an emergency contact for every child taking part in every session?	
Do your staff/volunteers all have Enhanced DBS checks?	

Appendix 3: School Form for recording concerns about a child.

If the child attends the same school the school can record directly on to MyConcern. If the child attends a different school. Complete the form below and share the information with the DSL at the school the child attends.

Name of child	
Name of School child attends	
Date of concern	
Time of concern	
Concern Summary (Category)	
Details of Concern	
Action Taken	
Club/Company of Agency reporting concern	
Name of staff/volunteer reporting concern	
Does this concern meet threshold for a Child Protection Referral?	
If YES refer to SCAST or Starting Point	
Does this concern meet threshold for criminality?	
If YES refer to Police	
Who are you sharing information with?	
Date	
Time	
Signed	
Name	
Role	

Appendix 4: School Form for recording concerns about an out of hours staff member/volunteer or adult in position of trust

Appendix 5: School Lettings Checklist

Item	Date Checked	Staff Name	Staff Role
Hirer's Safeguarding Policy			
Hirer's Safeguarding Lead (name and contact details)			
First Aid Training			
Contact details for emergencies			
Health and Safety Policy			
DBS Checks			
Copy of insurance policy			
Copy of risk assessment			
Completion of hazard exchange			
Licence issued			

Appendix 6: Health and Safety Information

A meeting between both parties must take place which includes the completion of the hazard exchange form which can be found in Appendix 1. This must be completed before the hire can take place, and a copy of the hire risk assessment and public liability insurance should also be verified by Chase Terrace Academy.

All hirers are required to read, understand and where necessary, abide by the key health and safety information provided below.

1. Security and access for Lettings

During most holiday periods the site is open from 08:30 hrs until 16:00 hrs. During term time the site is open from 08:00 hrs to 21:00 hrs. If the building appears to be locked please do not attempt to gain entry as this will trigger the alarm and the associated costs will be passed back to the organisation involved.

We are closed on all Bank Holidays and any event arranged around this time needs to be agreed in advance.

The site will be opened and closed by the premises team, unless otherwise agreed with a hirer and confirmed within the relevant hazard exchange form. The premises team will lock the site and carry out a check to ensure the building is clear after a hire has taken place.

Those letting the premises must provide supervision for those taking part in the letting activity who might arrive before the scheduled start time. This is to ensure that those waiting do not become distracted and stray into unauthorised areas of the site.

Hirers are only permitted to access the areas agreed as part of the application process. For example, letting the sports field does not necessarily give access to toilet facilities or any other area of the site, a letting of the hall may not include use of kitchen areas etc. This must be agreed with Chase Terrace Academy and included in the licence and hazard exchange.

Where spectators are invited to observe activities – e.g. football matches on the school field, those letting the premises must be able to take responsibility for the spectators as well as those participating.

The premises team will ensure that access is prevented to all hazardous areas on the site, such as roof areas, D&T classrooms, machinery, substance storage facilities etc.

2. Safe Condition of the premises

The hirer should complete checks to ensure that the hire can go ahead in a safe and secure manner, for example, arrangements may differ in winter and summer for use of sports fields. If the hirer needs to report any defects or health and safety concerns, this should be done so via email to <a href="figitle=fi

The premises team will ensure that the lighting and heating is adequate for the time of year, particularly in Winter months. During extreme weather hirers should review their letting and take the decision to refuse access if it is deemed unsafe.

3. Emergency procedures/fire

The hirer must have emergency procedures in place for their activities and assemble at the muster point – the tennis courts.

Please take the time to familiarise yourself with the Chase Terrace Academy site, its fire escape routes and fire extinguisher positions relating to the area you are working in. It is essential the information on this sheet is shared with the people attending your letting.

ON DISCOVERING A FIRE PLEASE:

- Operate the nearest fire call point by breaking the glass;
- If possible, contact the emergency services by dialling 999 and inform them of the fire:
- Evacuate the building in a calm and orderly manner and make your way to the assembly point tennis courts. Once procedures are completed as per below, contact a member of the site team as per details below.

ON HEARING THE <u>INTERMITTENT</u> WARNING SIREN

Activating a fire alarm call point in most circumstances will cause an intermittent warning siren to sound. This is a three-minute warning sound for staff members to verify the activation and if there is a need to evacuate.

If you hear this sound, all persons should prepare to evacuate. The alarm will be silenced if both:

- A member of staff has confirmed that there is no evidence of a fire at the activation location;
- The cause of the activation has been clearly identified;

ON HEARING THE FIRE ALARM (CONTINUOUS WARBLE);

- Please leave all belongings where they are and evacuate the building through the nearest fire exit. The green signs will direct you to the nearest safe point of exit.
- Please close all fire doors in the room you are in and en-route if it is safe to do so as this will act as a barrier against the smoke and flames.
- Once outside, please make your way to your fire assembly point (tennis courts), where registers can be taken and head counts confirmed. It is the hirers responsibility to ensure signing in sheets are completed so all persons can be accounted for, at any one time.
- Do not attempt to tackle any fire unless it is affecting your escape and no other safe route is evident.
- Do not attempt to re-enter the building until you have been told it is safe to do so by either a member of the Senior Leadership Team / site staff or a member of the Fire Service.
- Any missing persons **must** be reported to the emergency services by the person responsible for the head count.
- It is the responsibility of each letting group to establish clear fire, bomb threat, safe evacuation and lockdown procedures. In the event of a fire, the safe evacuation of the letting group should establish a sensible assembly point a copy of each letting groups policy should be held by the Academy.

4. Accidents

ALL accidents, damage and near misses must be reported with 48 hours to the designated email address of fi.gilbert@chaseterraceacademy.co.uk for the appropriate accident reporting procure to be adhered to. Please note, you may be asked to complete an accident form.

5. First Aid

The responsibility for first aid will sit with the event co-ordinator and they must ensure their staff are trained to provide adequate cover in the event of an accident. Always call 999 for assistance and advice.

First aid kits are located in various areas of the school but we would require that all events staff carry their own.

6. Parking and vehicles

If working out of hours is required we will arrange for the site to be opened and closed for you. Our site operates a 5mph speed limit please adhere to it.

Contractor vehicles can be parked in locations to aid the work being carried out if this is agreed prior to work beginning. We do have CCTV in operation but all vehicles are parked at the owner's risk.

7. Cleaning and waste disposal

- Any waste generated as a result of an event must be disposed of by the event coordinator.
- It is the responsibility of the co-ordinator to ensure all waste is disposed of in the correct manner in line with current regulations.
- The school would like to encourage the use of organisations that look to reuse and recycle where at all possible.
- Any waste stored on site must not present any risk to the School in relation to fire, damage or exposure to chemicals or harmful substances.
- Please use the bins provided on site.

8. Equipment

No apparatus, tools or equipment belonging to the establishment shall normally be used, unless specifically hired and authorised by the Business Manager. If hire is agreed, the site team are responsible for showing the hirer how to use the equipment safely.

No entertainment or function to which the public are admitted shall be allowed unless the premises are licensed for the purpose under the bylaws of the Local Authority in whose area the premises are situated and all the necessary regulations against fire are complied with.

Third party use of equipment is restricted, under the school's letting agreement, to the use heating and air conditioning equipment. For use outside of normal school hours, there will be no first aid provision so hirers would need to make their own arrangements. Arrangements for fire and emergency evacuation and procedures are covered within the hirer's part of the lettings process. Each letting is given individual consideration to agree appropriate operating procedures, responsibilities, emergency contact and any relevant licences required.

Any portable electrical equipment brought onto the site must be tested under the requirements for portable appliance testing and that where required a Residual Current Device (RCD) is in use.

The hirer will agree to meet with the Business and site team to discuss any risks and complete a hazard exchange. An exchange of information concerning health and safety and risk assessments relevant to the letting will take place. The information discussed will be stored – see Appendix 1. This information will be retained by both parties alongside any risk assessments which may be relevant. The document must include hazards that exist on the

site which may be a risk to those letting the premises and any associated control measures in place which must be followed. The hazards created by those letting the premises presenting a risk to regular users or those present during the letting, and any control measures the letting will have in place to reduce the risks.

9. Storage arrangements

- Event related goods and equipment can be stored in the school with prior consultation with the site team.
- All goods are stored at the event manager's risk.
- All goods must be stored in line with current regulations if required ie COSHH.
- Goods stored internally must not present additional risk to the school buildings or its users.
- The school accepts no responsibility for goods stored on site by external users and recommends that arrangements are made locally.

10. Communication

All communication involved with the letting should be emailed to f.gilbert@chaseterraceacademy.co.uk

11. Monitoring

The site team, Business Manager or Cover Manager will hold annual review meetings with all lettings to ensure that all parties have:

- The opportunity to update and exchange information.
- Review activities on site, accidents and incidents and any other issues which have arisen.
- Review and update hazard exchange and risk assessment information.

IF YOU ARE UNSURE ABOUT ANYTHING RELATING TO SITE SAFETY PLEASE ASK FOR ASSISTANCE DURING THE LETTING. PLEASE CONTACT OUR SITE TEAM ON:

07773 791534 – Mr Tonks (day time) 07544 864096 – Mr Dewsbury (evening) 07966328818 (weekends)

Appendix 7: Hazard Exchange (Lettings)

Chase Terrace Academy	Bridge Cross Road, Burntwood WS7 2DB
Details of Letting	
Contact name	
Contact telephone number	

Section 1 - Premises Hazards

The Site Team will identify any hazards in the premises which may pose a risk to the hirer. Any control measures required to reduce risk must be followed by those letting the premises.

Hazards identified and notified to those letting premises	Details/location and control measures to be taken.

Add more rows if required

Section 2 – Letting Activity Hazards

The hirer must identify the hazards created by the activity or equipment used which pose a risk to the regular users of the premises or those present during the Letting. The hirer must identify the control measures they will have in place to reduce the risks.

Hazards – Lettings	Details/location and control measures to be taken.

Add more rows if required

The following site arrangements for the letting have been agreed by both parties. Any changes to the letting, such as activities, duration or equipment being brought onto the premises must be reviewed by both parties.

Site Arrangements	Details

Add more rows if required

The Site Team and the person/group letting the building will be required to exchange written risk assessments.

Site Team	
Representative for those	
letting the premises	
Creation date	
Review date(s)	