

### 1. Aims and Objectives

Howard Community Academy wants to ensure the school's facilities are used as much as possible. It is intended that the premises are available for the benefit of the students and secondly, for the local community.

#### **This policy aims:**

- To ensure that lettings are not in conflict with the fundamental purpose of the school.
- To support community involvement in the life of the school.
- To support the community in sporting, cultural and educational pursuits.
- To be consistent with the school's equal opportunities policy.
- To ensure we provide a professional service to users of the school's premises and that we meet our statutory responsibilities regarding safeguarding, health and safety and the ESFA.
- To monitor the maintenance of the high standards of the premises and grounds.

The emphasis is to make sure staff are aware of their responsibilities and hirers comply with health and safety and insurance requirements. The policy is part of the Safeguarding and Health & Safety suite of policies.

### 2. Responsibilities

Overall responsibility for school lettings is held by the Local Governing Body who monitor the policy. The Headteacher has responsibility to ensure adherence to the policy; practical responsibility for the policy is initially delegated to the Finance Officer and Site Manager.

### 3. Finance Officer Responsibilities

3.1 To manage the day-to-day lettings of the premises and ensure effective communication between all parties concerned. To maintain accurate records for enquiries and bookings. To assist the Site Manager with hirer enquiries and provide an escalation route where appropriate

3.2 To check invoices are raised and keep track of payments received. To initiate legal proceedings in the case of bad debtors after consultation with the Director of Finance.

3.3 To keep a diary of all Lettings using the school diary. To arrange suitable Site Staff for Lettings taking place after school and over a weekend. To organize cleaners when necessary.

### 4. Site Manager Responsibilities

To ensure facilities are available as required by hirers. To monitor all hirers to ensure all aspects of the contract are being adhered to and that facilities are left ready for school use. To provide a professional service to users of the school's premises and ensure good customer care. To ensure no illegal substances and alcohol are brought onto site.

## **5. Charges & Bookings**

- 5.1 All charges are reviewed annually and set at a commercially viable rate.
- 5.2 Lettings are invoiced in advance on a termly or annual basis.
- 5.3 If a letting has to be cancelled by school then this amount will be deducted from the following invoice.
- 5.4 If the hirer cancels the event at short notice they will still be charged.
- 5.5 Once the booking form has been received, all dates will be checked to avoid clashes with school events; a confirmation email will be sent.

## **6. One-off bookings**

- 6.1 Payments will be taken in advance at the point when the booking is approved by the school.
- 6.2 If a one-off hirer wishes to take advantage of the school's Liability Insurance we will arrange a meeting to discuss the arrangements for the proposed event.

## **7. Staff Requests**

- 7.1 Staff should direct all hiring requests through the Finance Officer

## **8. How to Book**

- 8.1 Bookings can be made through the school office. Whilst every effort is made to accommodate all requests, the school and current block booked hirers are given priority. Other considerations include the type of event, Site Supervisor availability, the number of other lettings coinciding and the suitability of our accommodation. Where hirers appear to have similar focus groups, wherever possible, the initial hirer will be informed however, the final decision regarding agreement to hire rests with the Headteacher.

## **9. Health & Safety**

- 9.1 No smoking or vaping is allowed on site.
- 9.2 The school has a responsibility to work within the framework of the law; hirers, however, must take all reasonable steps to prevent injury, loss or damage to any person or property for the duration of the letting.
- 9.3 Hirers are responsible for arranging any first aid provision for the members of their organization or within their party.
- 9.4 Hirers are also responsible for notifying the Duty Site Team of any defects with equipment or the property that they identify whilst using the facilities. Notification should be given to the Caretaker/Office immediately.
- 9.5 Hirers must inform the Caretaker / Office staff immediately of any accidents/incidents.
- 9.6 A copy of the schools Health and Safety policy is provided at the time of booking. This should be read, signed and returned with the annual booking form.
- 9.7 In the event of an emergency, first aid items are available in the emergency box stored in the medical room by reception. The school's telephone system may be used in the event of an emergency.
- 9.8 The Fire Evacuation Policy will be issued annually
- 9.9 The school reserves the right to cancel any letting where the hirer fails to comply with health and safety (see terms and conditions).
- 9.10 The Finance Officer in consultation with the Site Manager will monitor the number of people on site at any one time.

## **10. Safeguarding**

10.1 All hirers who provide activities for children and young people are required to complete all relevant documentation and provide copies where appropriate of DBS checks and other documentation in line with DfE requirements. Copies of these documents will be held on the school system.

## **11. Complaints Procedure**

11.1 In the event of a hirer being dissatisfied with the facilities or service, the hirer should contact the Finance Officer.

11.2 For an immediate problem which can only be dealt with on the day please inform the Lettings Officer.

11.3 All other complaints or incidents should be directed through the school office.

## **Terms and Conditions**

*Dear Hirer,*

*Please do read the information in this document as it contains essential information regarding your hire of our school premises. It is important that your party keeps to the hours booked (please remember to add in setting up and clearing up time when you book) and that all school facilities are kept in good order at all times. The right is reserved to cancel your booking if the terms and conditions of hiring are not met.*

Hire of these premises is subject to the following conditions.

### **1. General Conditions**

1.1 The Hirer must be over the age of 18 years; have completed the Application for Hire Form, and have adequate Public Liability Insurance cover in place (see section 9) and have paid the required charges in advance.

1.2 The Hirer is required to include preparation time and clearing-up time on the Application Form. School premises are generally unavailable for hire during normal term time school hours or later than midnight.

1.3 The Hirer, on arrival, should report any damage, litter or disorder immediately to the lettings representative on duty.

- 1.4 **The Hirer is responsible for ensuring the number of people on site during the period of hire does not exceed the number given on the Application for Hire Form.**
- 1.5 The Hirer is responsible for leaving the premises hired in a clean, neat and tidy condition and must place refuse in black bags, which must be deposited in the external refuse bins. In the interests of hygiene, hirers are requested to ensure that disposable nappies are not left on the school's premises. **If the Hirer fails to leave the premises clean, neat and tidy, the school's cleaners will clean the premises and will charge the cost to the Hirer.**
- 1.6 The Hirer is responsible for the area of the premises hired and access and exit routes for the period of hire. The Hirer shall not assign or sublet the premises or any part of the premises.
- 1.7 The Hirer is responsible for ensuring that the let finishes promptly. The school will charge for the extra costs incurred for any delay.
- 1.8 All publicity for the hiring and all admission tickets etc. shall explicitly contain the name and address of the Hirer and the purpose of the event. Notices can only be displayed within the school site with the school's prior agreement. The Hirer is requested to inform the school in advance if the media is expected. Any filming taking place must have the consent of the group or individual involved in accordance with General Data Protection Regulations.
- 1.9 The Hirer agrees to pay the school on demand the cost of repairs or making good any loss or damage arising out of or incidental to the hiring.
- 1.10 **No intoxicating liquor or illegal substances shall be included in the refreshments available at any functions without the school's written consent.** No intoxicating liquor may be sold at an event without the necessary licenses and approvals, which must be produced by the Hirer and shown to the school in advance.
- 1.11 Parking is permitted in the car park (5 mph speed limit). Vehicles must not be parked where they would cause an obstruction. The School cannot accept liability for valuables or possessions that are lost or damaged in any way on or off the School premises.
- 1.12 All furniture should be returned to its original position at the end of the let. unless you have paid for the set up service we provide.
- 1.13 The School prohibits the use of fireworks.
- 1.14 No candles are permitted on site.

- 1.15 No smoking or vaping is allowed on the School site.
- 1.16 Refreshments may only be consumed in the hall.
- 1.17 Authorised Officers of the School may enter the premises at any time for any reason during the let.
- 1.18 The School may terminate the letting if the Hirer fails to comply with the Conditions of Hire  
or  
With Fire and Health and Safety regulations.
- 1.19 Any event deemed to bring the School's good name into disrepute can be cancelled at any time by the School
- 1.20 The hirer is responsible for carrying out a risk assessment. The School may require the hirer to Provide a copy of this assessment to the Site Manager.
- 1.21 Should the hirer need to call the emergency services during a let the Site Manager must be informed, please call the Site Manager, Barry on 07919 058162

**2. Booking Charges with effect from change to April 2020 (Flat rate fee to include caretaking)**

**Sessions are for up to 3 hours.**

**Additional hours will be charged at £5 per hour.**

**The fees below are for weekdays, with events ending by 10pm.**

Regular lettings	Community one off events
£20 per Hour	£30 per Hour

\* Plus 7% Public Liability Insurance for one off hirers (unless provided by the hirer – proof will be required – please see Condition 9)

\*Community one off events and Private events, are subject to a security cash deposit of £100.

\*All regular bookings must show proof of their public liability certificate to the school office each year. If you do not have your own public liability cover then it may be possible for school to add you to ours for a cost. Please speak to the school office.

### 3. Hire of Equipment

The hire of the hall includes the following: 8 tables, 100 chairs and a piano. If you would like the chairs or tables set up and cleared away for you at your event then this will be £7.00 per session. Additional items can be hired at an extra cost - This needs to be booked in advance.

Please indicate which items you would like to hire if applicable.

~Equipment Hire	Charge
Additional tables, chairs or IT equipment, including, projector, screen, audio	£10.00 per session

- 3.1 Single bookings require payment at the time of booking. Any Security Deposit is also payable by cash at the time of booking and is refundable provided that the School has incurred no extra costs due to damage, cleaning requirements, loss or additional payments to the site staff. In the unlikely event of extra costs being incurred the School will contact the Hirer at the earliest possible opportunity.
- 3.2 Block bookings for regular hires will be invoiced on an annual or termly basis in advance, this will be indicated on the booking form.
- 3.3 The School reserves the right, in exceptional circumstances, to cancel the letting at any time.
- 3.4 The School also reserves the right to cancel bookings due to extreme weather/public safety Concerns. In such an event, the fee paid shall be refunded in full. The School shall not Otherwise be liable for damages in respect of such cancellation.

### 4. Security Responsibilities

The Site Manger or letting officer will make sure that before, during and at the end of the letting, the following are adhered to:

- a) That the premises are unlocked at the agreed time as stated on the Application for Hire Form and subsequently agreed by the School
- b) That the premises are in a safe condition for the Hirer to use.
- c) That the premises remain secure during the let
- d) That the premises are checked before and at the end of the let for damage and to ensure that they have been left in a neat, clean and tidy condition
- e) That, where the same accommodation is hired by more than one group on the same day, the accommodation is checked between each letting.
- f) That, as far as practical, users of the site do not behave in a manner likely to cause injury to themselves and/or others, or to result in damage to the School or its contents

- g) That, in the event of an emergency, appropriate assistance (e.g. ambulance) is summoned. In the event of a fire alarm being triggered, ensuring that all persons follow the fire instructions in clearing the building.
- h) The letting team cannot change any aspect of these Conditions of Hire.
- i) Our staff will treat you with respect and courtesy. We ask that our staff are treated the same way and are not insulted, abused or threatened.

## **5. Health and Safety**

- 5.1 Smoking and E-cigarettes are not permitted on any part of the School site.
- 5.2 Permission to use the premises will not be granted if, in the opinion of the School, it is likely that the let would create unreasonable disturbance or inconvenience to the residents in the neighbourhood or would interfere with any existing occupations or School activity. Hirers are requested to respect the School's neighbours' rights.
- 5.3 The Hirer must secure the preservation of the law and order and take all reasonable steps to prevent injury, loss or damage to any person or property on all occasions during the hire.
- 5.4 The Hirer must arrange for an adequate number of responsible stewards to be present throughout the period of hire to assist in the preservation of order. At no time during the hiring may the number of persons present exceed the maximum stated in the application for Hire Form. Failure to comply with this condition may result in the let being terminated.
- 5.5 The Hirer is responsible for arranging first aid provision for the period of hire.
- 5.6 Where permission has been granted to enable the premises to be used for under 18s, no member of that organization may enter the School unless the Hirer (or representative) is present on the premises.
- 5.7 Furniture should not be moved into the corridors and should not block any Fire Exits.  
Any furniture which is rearranged must be returned to its original position at the end of the hire.

## **6. Additional facilities**

- 6.1 No additional staging, curtains, decorations or scenery may be erected without the School's consent, which will only be given if all of these items are rendered non-flammable and removed at the end of the let. Storage facilities cannot normally be provided. The use of sticky tape on any surface is prohibited unless agreed by the Site Manager.
- 6.2 Chairs and furniture may not be removed from classrooms without the School's consent. No items of furniture may be taken onto the School's grounds.

- 6.3 No adaptations, modifications or additions may be made to any part of the electrical Installations in the School.
- 6.4 The use of a film projector with non-flammable films may be permitted to bring on site.

## **7. Insurance Cover**

- 7.1 Public Liability insurance (PLI) must be in place to protect the Hirer against injury, loss or damage caused to third parties or their property. A copy will be required on completion of your booking.
- 7.2 The Hirer must indemnify the School in the minimum sum of £5million against all public liabilities and evidence of cover must be provided before the let takes place.
- 7.3 Where the hirer does not have appropriate public liability insurance cover and is an Individual or a non-profit making organisation/charity, this will be provided by the School at a Cost to the hirer of 7% of the hire charge. Proof of your status will be required.

## **8 Copyright and Public Performances Licenses**

- 8.1 The requirements in connection with the issue of licenses for public dancing, music or any public entertainment must be strictly fulfilled. A Hirer who is organizing entertainment for children must have regard to the requirements of Section 12 of the Children and Young Persons Act 1993.
- 8.2 No musical works in the repertoire of the Performing Rights Society may be performed in public on the premises except on payment to the Society of the appropriate fee. It is the Responsibility of the Hirer to ascertain whether works to be performed are in the repertoire of the Society. A list may be obtained from the Secretary of the Performing Rights Society Ltd., 29/33 Berners Street, London W1.
- 8.3 No lecture, play or opera, drama, musical or other work in which copyright subsists shall be delivered or performed on the premises unless the consent of the owner of the copyright has been previously obtained. No performance of any recording no disc or tape etc., in which any copyright subsists shall be given on the premises unless the previous consent of Phonographic Performance Ltd has been obtained by the Hirer. The Hirer must make his/her own enquiries as to the existence of any copyright.
- 8.4 The Hirer shall indemnify and keep indemnified the School from and against all costs and claims and demand, which may be made for any breach or infringement of copyright.



## 9. Dealing with Emergencies

9.1 In the event of a fire, call the fire brigade and notify Site Manager, Tom 07393618547 immediately. They will need to know:

- All persons are accounted for?
- The location of the fire.
- The best route to the fire.

9.2 Please note the following:

***If you detect a fire, do not put yourself at risk but activate the alarm by pressing the emergency call point. A continuous bell will sound. .***

## 10 Outside normal hours means:

After 4.30pm Monday to Friday, all day Saturday, all day Sunday and when the school is not in session during holidays.

10.1 Instructions

All personnel must evacuate the building.

10.2 Do not re-enter the building until the all clear is given.

10.3 Staff responsibilities

Any senior staff on site should be available to offer assistance i.e. phone 999 or help clearing the building of staff and members of the community.

10.4 The Finance Officer is responsible for issuing this policy to all new hirers at the start of their contract and all existing hirers on an annual basis.

10.5 Organiser responsibilities

Each let should appoint a responsible person to be in charge in the event of any emergency. This responsible adult must ensure all members are registered and checked to be safe at the assembly point. **If any person is missing, they are responsible for advising the lettings team immediately.** Fire evacuation routes are displayed and must be followed. Organizers should ensure no fire exit or corridor is blocked.

10.6 Cars on site

Please do not leave cars in a position that may obstruct the evacuation of the building or the entry of emergency vehicles.

11 Additional charges

All hirers are required to have the correct Public Liability insurance. If you do not have your own insurance a 7% charge will be made to cover the event on the school insurance. (Please see Condition 7). Where hirers are using the School's liability insurance a meeting will be held with the Finance Officer to discuss the event. We have to offer this as some people such as a private party can't get their own.

**Howard Community Academy have the right to charge any hirer for reported damage.**