



## ATLAS Multi Academy Trust

### SCHOOL LETTINGS COMMUNITY USE POLICY

**Trust sub-committee: Resources, Audit and Risk Committee**

**Co-ordinator: ATLAS Executive Team**

**Last Reviewed: Summer 2020**

**Next Review: Summer 2021**

**St Albans Girls' School : Beech Hyde Primary School and Nursery : The Adeyfield Academy**

**Signed by:**  
**Margaret Chapman**  
*Executive Head Teacher*

**Signed by:**  
**Rachael Kenningham**  
*Chair of ATLAS Board of Directors*

<b>1.</b>	<b>RATIONALE</b>
	We believe that our school should be a centre for lifelong learning and a resource for parents and the whole community. We recognise that the facilities could generate resources for the school.
<b>2.</b>	<b>AIMS</b>
	The purpose of this policy is to ensure that the most effective use is made of the school premises. This policy sets out the criteria for making decisions on requests for use by external organisations.
<b>3.</b>	<b>PROCEDURES</b>
<b>3.1.1</b>	The Governing Body controls the use of the school premises, but the day-to-day management is the responsibility of the Head Teacher or Principal (to be referred to as the Head teacher from this point forward). If there is a surplus of accommodation during the normal school day then the Head Teacher can let those facilities on a normal letting basis (i.e. governors cannot enter into a lease or tenancy agreement).
<b>3.1.2</b>	The Directors of ATLAS Trust and Governors of the School are keen to promote the community use of school buildings and facilities.
<b>3.1.3</b>	The governing body, with advice from the Head Teacher, will: <ul style="list-style-type: none"> <li>• Balance the desire to generate income against the desire to support groups within the community.</li> <li>• Take a positive approach to enhancing learning opportunities for the whole school community through promoting community use of the school.</li> <li>• Ensure that use by external organisations does not degrade the standards of the facilities to the extent that they are no longer suitable for use by students.</li> <li>• Consider issues of political balance.</li> </ul>

	<ul style="list-style-type: none"> <li>Consider the implications of all requests received for the health, safety and security of students and staff.</li> <li>Consider the implications for workload of all staff of any decisions it makes.</li> </ul>
<b>3.1.4</b>	Daily control of school lettings is the responsibility of the Head Teacher (and his/her staff), who is authorised to negotiate fees within the limits determined by the Directors and Governing Body.
<b>3.1.5</b>	Atlas MAT will employ a lettings supervisor to manage to let the facilities of the school outside of the normal school day. The lettings supervisor is responsible for maintaining records for each organisation/individual hiring of the school premises.
<b>3.2</b>	<b>Charging Rates</b>
<b>3.2.1</b>	The lettings supervisor will recommend a market rate of charges to the school governors taking into consideration basic running costs, e.g. staffing, heating, and cleaning, etc. These rates are reviewed by the Trust Resources Committee on an annual basis, usually as part of the budget setting process, and the new rates approved through the governing body as recorded in their minutes. The new rates are normally implemented from the start of each calendar year. See appendix 1 for lettings charges
<b>3.2.2</b>	The school is expected to apply the governor approved rates for all hirers to the school. However, to promote community use, the Head Teacher may use his/her discretion to give a discount to certain hirers. Such a discount must be discussed with the Head Teacher prior to agreement and details recorded with the hirer's records. See <b>Appendix 1</b> for current hire charge rates.
<b>3.3</b>	<b>Facilities</b>
<b>3.3.1</b>	The school's facilities are normally available for community use between: 3.30pm - 10.30pm      Weekdays (term time) 8.00am - 10.00pm      Weekends 8.00am - 10.30pm      Weekdays during school holidays 9.00am - 10.00pm      Sundays
<b>3.3.2</b>	School functions which occur during the above hours will take precedence over lettings. Long standing lettings will be cancelled only in exceptional circumstances.
<b>3.3.3</b>	The kitchen is not normally available except for beverages and washing up. Catering facilities may be available by arrangement at a negotiated price, providing the criteria for food hygiene are met.
<b>3.3.4</b>	All facilities are available, with agreed supervision, including the library and any practical rooms (including the computer rooms).
<b>3.4</b>	<b>Procedures</b>
<b>3.4.1</b>	Lettings are administered by the trust lettings manager in conjunction with the COO, finance team, premises manager and the caretaker teams.
<b>3.4.2</b>	All lettings must be paid in full and in advance of the booking via the lettings portal. Block booking must be paid in advance for the term.
<b>3.4.3</b>	It is the responsibility of the hirer to ensure that appropriate H&S documentation, First Aid cover, insurance is in place and made available to the lettings manager prior to any lettings and the accommodation used is left in a clean condition.
<b>3.4.4</b>	Before a let takes place hirers are sent the following: Application to Hire (to complete and return prior to the let) Rules of Use & Terms and Conditions (see Appendix 2)

	Lettings indemnity form (to complete and return prior to the let - see Appendix 3) Fire evacuation procedures (Available from Lettings Manager) Site Plan (Available from Lettings Manager)
<b>3.4.5</b>	Prior to the first session of any hire period, the lettings manager will ensure that the hirer holds their own public liability insurance with a minimum value of £5,000,000. A copy of the insurance certificate must be obtained and retained by the lettings manager. If the hirer does not hold his/her own insurance a charge may be made to include the hire in the school's cover.
<b>3.4.6</b>	HM Customs and Excise rules mean that some hirings will be subject to VAT at the standard rate.
<b>3.4.7</b>	Where appropriate hirers must ensure that they have robust procedures for safeguarding; e.g. DBS and coaching qualifications checks for their volunteers and paid employees. Each school retain the right to ask for this evidence at any time.
<b>3.4.8</b>	If requested by the school, hirers are required to pay a fee of £150 in advance which is returnable if the premises are left in a clean and undamaged condition.
<b>3.4.9</b>	It is the responsibility of the hirer to gain prior approval from the school and to then obtain any necessary licences, e.g. licence to sell intoxicating liquor, public performing rights licence, and also to ensure that copyrights are not breached.
<b>3.4.10</b>	a representative of the Trust will remain on duty whilst members of the public are using the building. These duties will include: <ul style="list-style-type: none"> <li>• Security.</li> <li>• Assisting hirers and ensuring health and safety regulations are adhered to. The hirer must arrange for an adequate number of responsible stewards to be present during the let and the numbers present must not exceed the maximum allowed.</li> <li>• Dealing with emergency situations.</li> <li>• Ensuring furniture, etc. is replaced and the premises are clean for school use.</li> </ul>
<b>3.4.11</b>	A no smoking policy operates throughout the whole school environs including inside and outside the school buildings.
<b>3.4.12</b>	Permission to use the premises will not be granted if it is likely that the let would cause unreasonable inconvenience to local residents or interfere with other activities on site.
<b>4.</b>	<b>MONITORING</b>
	The lettings policy is reviewed every three years and charges are reviewed annually by Trustees.

**APPENDIX 1**

**Academy Hire Charges**

FACILITY	COMMUNITY CHARGES		COMMERCIAL CHARGES	
	ONE OFF BOOKING	BLOCK BOOKING (MORE THAN 10)	ONE OFF BOOKING	BLOCK BOOKING (MORE THAN 10)
MAIN HALL	£30.00	£28.00	£35.00	£33.00
AV EQUIPMENT	£10.00	£8.00	£10.00	£8.00
LECTURE THEATRE	£25.00	£20.00	£30.00	£28.00
DRAMA STUDIO WITH AV EQUIPMENT	£25.00	£20.00	£30.00	£25.00
DRAMA STUDIO WITHOUT AV EQUIPMENT	£20.00	£18.00	£25.00	£20.00
CLASSROOM	£20.00 FIRST HOUR £15.00 THEREAFTER	£18.00 FIRST HOUR £13.00 THEREAFTER	£25.00 FIRST HOUR £18.00 THEREAFTER	£22.00 FIRST HOUR £15.00 THEREAFTER
GYMNASIUM (JUNIORS) – COST PER HOUR	£23.00	£20.00	£25.00	£22.00
GYMNASIUM (ADULTS) – COST PER HOUR	£28.00	£25.00	£30.00	£28.00
NETBALL COURTS (JUNIORS & ADULTS) - (OUTDOOR)	£23.00	£20.00	£28.00	£25.00
FIELD / PITCH (JUNIOR & ADULT)	£25.00 PER MATCH CHANGING ROOM – ADDITIONAL £7.00 PER MATCH		£30.00 PER MATCH CHANGING ROOM – ADDITIONAL £7.00 PER MATCH	
CRICKET NETS	£27.00 PER MATCH		£30.00 PER MATCH	

**APPENDIX 1**

**Beech Hyde Primary School & Nursery Hire Charges**

FACILITY	COMMUNITY CHARGES		COMMERCIAL CHARGES	
	ONE OFF BOOKING	BLOCK BOOKING (MORE THAN 10)	ONE OFF BOOKING	BLOCK BOOKING (MORE THAN 10)
Any facility i.e. hall, field, conservatory etc	£20.00 per hour. Minimum booking 1.5hours (i.e. £30)	n/a	£35.00	£33.00



## **APPENDIX 2**

### **RULES OF USE & TERMS & CONDITIONS**

**SUMMER 2020-SUMMER 2021**

#### **Hirer's Checklist**

Contact the school for clarification and any of the points made below.

- Thoroughly read this Hirers' Terms and Conditions booklet
- Sign the Hire Agreement Form confirming your full compliance with the Terms and Conditions of hire, and return Hire Agreement Form to the school
- **You must have Public Liability Insurance to the cover of £5million. If not, you will be required to take out cover on the school's Public Liability Insurance at a small additional cost**
- Ask the school for details of their Public Liability Insurance Scheme for Hirers if you would like this
- If you are providing your own insurance, send a copy of your cover note to the school before the hire period
- If alcoholic drinks are being provided you must:
  - inform the school at the time of booking
  - **obtain a Drinks Licence from a Local Magistrate (giving at least 2 months' notice) or ask a Publican to obtain a licence (giving at least 6 weeks' notice)**
  - ensure no alcohol is supplied to persons under 18
  - ensure no one is admitted to the function after 10:30 pm

nb. Licensees are responsible for running the bar and its conduct

- if you are arranging a Public Performance such as a play, concert or dance and in the event of tickets being sold at the door or paid at the door:
  - **obtain an Entertainment's Licence from the appropriate Council well in advance of the event allowing a minimum of 28 days. For further clarification.**
  - Ensure copyrights are not infringed and all appropriate returns are made to the Performing Rights Society (PRS) and Phonographic Performance Ltd (PPL).
- If you are hiring the swimming pool ensure that you read and can abide by the guidelines outlined in the schools Normal Operating Procedure and the Emergency Action Plan, both available from the school, as well as the Health and Safety Executive's publication 'Safety in Swimming Pools', a copy of which should be available from the English Sports Council – Publications.

- Ensure that all your activities including pre-publicity of the event conform to statutory fair trading controls (contact Trading Standards Department 01438 737300 or [hertsdirect.org](http://hertsdirect.org) for further details)

### **Maximum Capacity for school functions**

- The school will advise the maximum number of participants for each venue.

**Definition of a school letting:** A letting may be defined as “any use of the school premises (buildings and grounds) by either individuals or community group (such as a local music group or football team), or a commercial organization (such as the local branch of ‘Weight Watchers’)”. A letting must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils. Use of the premises for activities such as staff meetings, parents’ meetings, Governing Body meetings and extra-curricular activities of pupils supervised by school staff, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school’s delegated budget. This use of the school premises by way of a letting is a temporary arrangement for the use of the accommodation. It is expected that the letting will usually be by completion of a school letting form, or occasionally a more formal licence or lease. Advice on what is the most appropriate form of Agreement can be found below. Where partnership activities are planned (eg. between school, other local authority services and other 3rd parties), a responsible identified lead (if not the school) is to be established who takes full responsibility for leadership, finance, lettings application, safeguarding and all aspects of risk management between all parties.

#### **1. Care of the premises.**

- 1.1 The Hirer shall indemnify the school from and against all costs, claims, expenses or damage incurred during the use by the Hirer of the hired accommodation and equipment at the school.
- 1.2 The Hirer is required, in addition, to take out Public Liability Insurance, and to let the school have a copy of the cover note in advance of the hiring, unless they purchase cover through the school’s annual Public Liability Insurance policy.
- 1.3 Reasonable care shall be taken to protect any surface or equipment, which is likely to suffer damage as a result of hire. Even though the cost is repaid to the school, considerable inconvenience is caused for other persons wishing to use the building.
- 1.4 It is the responsibility of the Hirer to ensure that maintenance of order, and in particular the clearing of the premises at the end of the function. Any misconduct by any person attending the function may result in the Hirer and his/her organisation being refused further bookings.
- 1.5 It is the Hirer's responsibility to ensure that all those attending the premises are made aware that they do so entirely at their own risk. A risk assessment will be required by the Hirer for each hiring/ activity by both the School and Hirer together. Copies must be given to the Hirer and kept on file in school.
- 1.6 If the premises are not fully vacated by the time given for the function to end, a surcharge will be made for extra time.

- 1.7 In addition, a refundable damages deposit of up to £200 may be required depending on the nature of the event. This will be refunded after the event provided that there is no damage to school buildings or property.
- 1.8 The Caretaker on duty, or some other person designated by the Headteacher of the school, is responsible to for the care of the premises.

## **2. Private property.**

No responsibility can be accepted by the school for loss of, or damage to, any property, which may be brought onto the premises as a result of the hiring.

## **3. Charges for a Letting & Payment**

- 3.1 The Governing Body is responsible for setting charges for the letting of the school premises. A charge will be levied which covers the following:
  - Cost of services (heating, lighting & catering).
  - Cost of staffing (additional security, caretaking and cleaning).
  - Cost of administration.
  - Cost of “wear and tear”.
  - Cost of use of school equipment (if applicable).
  - Fee in lieu of use of premises, ie a rental value.
- 3.2 Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the various Hirers. The specific charge levied will be reviewed annually, by the Premises and Safety Committee (or alternative, as appropriate), for implementation from the beginning of the next financial year, with effect from 1st September of that year. Current charges will be provided in advance of any letting being agreed. Charges should be paid preferably before the commencement of the letting, but in any event the Hirer must pay within 28 days before the commencement of the letting. Failure to do so will mean that no further use of the premises can be made until such costs are paid in full. Legal proceedings will commence in cases where such payments are not forthcoming.
- 3.3 One off bookings the Hirer shall pay in full when the booking is made. This will not be returned in the event of a cancellation by the Hirer.
- 3.4 In order to comply with VAT exemption regulations, we are required to invoice regular lets termly in advance. However, this amount can be paid in instalments during the term.
- 3.5 For one-of lets the full balance of the hire charge must be paid at least 14 days prior to the date of the hire.
- 3.6 The Governors reserve the right to refuse any application or terminate the agreement at any time for non-payment.
- 3.7 The school must ensure that the Hirer has ensured that the number of persons using the premises does not exceed that for which the application was made and approval given, and that all terms and conditions are being adhered to, including responsibility for payment of all fees or other sums due in respect of the letting.



#### **4. Installations and Use of Premises.**

- 4.1 The Hirer shall not permit any interference with the gas system, pipes, electric wiring, lights switches, or other installations of the school without the previous consent of the school in writing.
- 4.2 No nails, screws, adhesive or adhesive tape shall be fixed to the floor, walls, ceilings or any other part of the building nor shall any platform or other erection, or any decoration be put up without the previous consent of the school in writing.
- 4.3 The Hirer shall confine his/her activities to the accommodation and equipment hired, and is not to use any other part of the school except insofar, as is necessary for access purposes.
- 4.4 Users of premises must remember that the school is primarily intended for education and much trouble and work will be saved if the premises are treated with care and respect. Work and equipment should not be touched, and furniture moved only when necessary and replaced in its original position unless otherwise directed.
- 4.5 The hire of a particular room will normally include the use of the furniture usually present in the room without further charge, but at the end of the let it is the Hirer's responsibility, under the direction of the Site Supervisor / Deputy or other representative of the Governors, to move the furniture back to its original position or to such a place as will facilitate cleaning (usually this will mean stacking it to the side). Failure to do this may result in an extra charge for the additional time spent in cleaning.
- 4.6 Depending on the event, the Site Supervisor / Deputy may conduct an inspection of the room at the end of the event and ask the Hirer to sign a statement outlining the condition that the room has been left
- 4.7 No application will be granted for any purpose, which may jeopardise the insurance of the school.

#### **5. No smoking is permitted in any of the school buildings or grounds.**

#### **6. Maximum attendance.**

Contact the school for information on the maximum number of persons to be admitted to a function.

#### **7. Termination.**

- 7.1 If the school are required by prior arrangement or by law to provide accommodation for any person or purpose, the right is reserved to cancel at any time any conflicting arrangement for the hiring of any or all of the accommodation or services, even if the hiring has previously been confirmed by the school.
- 7.2 The school reserves the right to terminate any letting without notice where complaints are received as to the use of the premises by the Hirer.
- 7.3 The letting shall automatically be terminated by any breach of the conditions contained herein.
- 7.4 The school also reserves the right to terminate any letting at any time prior to, or during, the hiring where it is considered that the use of the premises is likely to occasion a risk of disorder or damage or injury to persons or property.

7.5 In the event of any cancellation or termination of a hire by the school for the reasons above or for any other reason (e.g. failure in the heating arrangements), a proportionate part of the payment (or in the case of cancellation before the hire starts, the whole payment) representing the payment for the unexpired period of the letting shall be refunded to the Hirer. Any such refund shall be accepted in full satisfaction of any loss or damage caused by the cancellation and the school shall have no further liability in that respect.

## **8. Changes in charges.**

The school reserves the right to change the charges for use of the accommodation at any time prior to the hiring, including after the acceptance of the application form and deposit (if appropriate), after giving one month's notice in writing of their intention to do so. Once the school has given notice of a proposed increase, the Hirer shall be entitled to terminate the hiring by notice in writing within one week of receiving the notice of the change, and any deposit paid shall be refunded.

## **9. Failure to use accommodation.**

In the event of the accommodation and/or services not being used by the Hirer, or not used in full as booked, no money that has been paid shall be refunded apart from the deposit, providing there are no damages.

## **10. Use and times.**

The Hirer shall not use the accommodation and/or services for any purpose other than that specified on the application to hire form, and shall neither enter the premises before, nor leave them after, the times stated on the application form. The hire charge will include 15 minutes set up and 15 minutes clearing away time. If you require longer to set up or clear away, please ensure you inform the school in advance. The hourly charge covers the full duration of the hire including the set up and clearing away time.

## **11. Copyright.**

It is the responsibility of the Hirer to ensure that he/she complies with all the requirements of the law referring to copyright (including returns to the Performing Rights Society 0845 309 3090) and ensuring the appropriate licences from the Phonographic Performance Ltd (020 7534 1070).

## **12. Public performances etc**

12.1 If the nature of the function for which the premises are used is the public performance of a play, music, dancing or any other activity for which a licence is required, it is the Hirer's responsibility to ensure that an appropriate licence is secured and that the Hirer complies with its conditions. The school may have taken out an annual licence for public music and dancing, in which case a separate application is not required, but it is the Hirer's responsibility to confirm that this is the case.

12.2 Forms of application for an Entertainment Licence may be obtained from St. Albans District Council offices, allowing 28 days' prior notice (see 5.1 above).

### **13. Swimming pool.**

13.1 Hiring St Albans Girls' School swimming pool entails the Hirer accepting the obligation of securing safe conditions and proper supervision by appropriately qualified persons.

13.2 When hiring the swimming pool, the school the hirer will be expected to read and agree with the school's Pool Safety Operating Procedure (PSOP) and Pool Risk Assessment, a copy of this documentation can be obtained from the Site Supervisor. In order to determine the appropriate rescue arrangements for the session, competence requirements of instructors/lifeguards, maximum bather loads and safe working procedures, etc

13.3 ATLAS Trust / St. Albans Girls' School do not accept any responsibility or liability for any damage to or loss of any property or articles placed or left in or on the premises by the user.

### **14. Gymnasium and Sports Hall**

Hiring the sports hall, gymnasium, tennis courts or other areas of the school where sporting activity is taking place entails the Hirer accepting the obligation of securing safe conditions and proper supervision by appropriately qualified persons.

ATLAS Trust / St. Albans Girls' School / Beech Hyde Primary School and Nursery / The Adeyfield Academy do not accept any responsibility or liability for any damage to or loss of any property or articles placed or left in or on the premises by the user.

- All users are expected to comply with all the reasonable instructions and requests of the school staff.
- Users must not alter or interfere with any equipment or the fittings of the facilities or the structure thereof.
- Users must not put up any notices or decorations (internal or external). Notice boards may be used with permission of school staff only.
- No food or drink is permitted in the sports hall itself or in the gym.
- Before entering the sports hall or gym users MUST change out of the shoes that they have worn to travel to the facility. Only approved sports shoes with non-marking soles should be worn inside the sports hall.
- All equipment must be stored away at the end of each letting.
- Users are expected to use only their own equipment – not school equipment or that belonging to other clubs. This does not include badminton and volleyball posts or the five aside football goals. If the basketball hoops are required, the school needs to be informed prior to the let.
- Children must be adequately supervised before, after and during sessions. This includes children waiting in the sports hall foyer or the gym corridor.

- The dividing curtain in St Albans Girls' School sports hall should only be used by school staff. If required, prior notification must be given.
- Users must not take photographs at the school or arrange for any filming, or televising of any activity therein unless permission has been received from school staff. Permission must be obtained from parent/carers of any children under the age of 16 years before photographs can be taken of them.

### **15. Alcoholic drinks.**

If alcoholic drinks are to be served at a function:

- The Hirer must inform the school of this at the time of booking the accommodation.
- Adequate supervision must be provided at both the main entrance and all other doors, including fire exits.
- If alcoholic drinks are to be sold, it is the Hirer's responsibility to ensure that an appropriate licence is obtained and that there is compliance with its conditions.
- In order to obtain a Drinks Licence, the Hirer should either contact a Local Magistrate (giving at least 2 months' notice) or ask a Publican to obtain a licence (giving at least 6 weeks' notice)
- The Hirer's attention is particularly drawn to the legal prohibitions on supplying alcohol to persons under 18 years of age.

### **16. Outside equipment**

The Hirer shall not use any loudspeaker system or other equipment outside the premises without having obtained the prior written consent of the Governors.

### **17. Equal opportunities**

ATLAS is committed to achieving equality of opportunity for all and recognises the requirements of all relevant legislation. Hirers are expected to respect these aims by ensuring that both the letter and the spirit of all appropriate equal opportunities legislation is met.

The School will not tolerate any unjustifiable discrimination, on any grounds, including those of ability or disability, age, ethnic origin, gender, religion, sexual orientation or social class and any lettings will be immediately cancelled if the school feels that any discrimination is taking place, or has the potential to take place during the hire.

### **18. Safeguarding Status of the Hirer & Safeguarding of Children & Young People'.**

Lettings will not be made to persons under the age of 18, or to any organisation or group or individual with an unlawful or extremist background or to any body to whom the school does not wish to hire the premises. Persons may have to undergo, at the discretion of the Governing Body, a criminal record check via the Disclosure Barring Service (DBS). If a particular letting involves contact with the school's pupils, all personnel involved must have appropriate recruitment and vetting checks in accordance with DCFS guidance. All staff in schools are required to be cleared at Enhanced level and therefore

this should be replicated across to Hirers. It is the responsibility of the school to ensure that the Hirer has ensured adequate supervision, ratios and up to date and adequate DBS checks. The Hirer will maintain and provide copies to the school, in relation to DBS evidence, contact details (including all emergency contacts), changes in staffing, responsibilities and absence. These checks must be made by prior arrangement with the Headteacher, with at least half a term's notice in advance to ensure that the checks can be carried out prior to the commencement of any letting. Any adults working with the school's pupils (for example, at an after school sports club) must be appropriately qualified. Sports coaches must follow the LA's guidelines for working in schools. The school will ensure that any Hirer shall not sub-let the premises to another person.

### **19. Access.**

Schools should consider the need for Hirers to comply with the Disability Equality Scheme and make reasonable adjustments. Where this is a strength of the school accommodation, this should be made explicit. However, the responsibility for making sure the accommodation is suitable for the needs of all users, is the responsibility of the Hirer and not the school.

Schools are to consider exclusions, whilst also considering Equal Opportunities / Freedom of Expression Rights. It is the responsibility of the Hirer to make a prior judgment before the booking as to whether the facilities available at the school are suitable for disabled access.

The Governing Body reserves the right of access to the premises during any letting. The Headteacher or members of the Governing Body from the Premises and Safety Committee (or suitable alternative) may monitor activities from time to time.

The Headteacher will decide conflicting requests for the use of the premises, with priority at all times being given to school functions. Access to the school's toilet facilities is included as part of the hire arrangements.

Subject to availability, car parking facilities may be available for use by the Hirer and other adults involved in the letting. The Hirer will request this in the Application Form.

### **20. Policies.**

The school will provide the Hirer with copies of appropriate school policies eg. Lettings, Complaints, Equality, Child Protection, Disability & Diversity Policies, Health & Safety, which the Hirer is required to comply with.

### **21. Electrical Equipment.**

Any electrical equipment brought by the Hirer onto the school site MUST comply with the LA code of practice for portable electrical appliance equipment. Equipment must either have a certificate of safety from a qualified electrical engineer or be inspected by the LA prior to use and certified fit for use. The intention to use any electrical equipment must be notified on the application form.

### **22. First Aid Facilities.**

There is no legal requirement for the school to provide first aid facilities for the Hirer. It is suggested that the Hirer makes its own arrangements.

### **23. School Resources.**

Use of the schools' resources is not available.

### **24. Food, Smoking, Drink & Drugs**

No food or drink may be prepared or consumed on the premises without the direct permission of the Governing Body, in line with current food hygiene regulations. All litter must be placed in the bins provided. No intoxicants/ unlawful drugs shall be brought on to or consumed/ used on the premises. The whole of the school premises, including the external areas, is a non-smoking area, and smoking is not permitted.

### **25. School Equipment.**

This can only be used if requested on the application form, and if its use is approved by the Headteacher. Responsible adults must supervise the use of any equipment which is issued and ensure its safe return. The Hirer is liable for any damage, loss or theft of school equipment it is using, and for the equipment's safe and appropriate use. Use of light or fixed catering / cleaning equipment is limited, and the Hirer will need to demonstrate a competence level for use of equipment, plant or other issues on food hygiene standards. Untrained or inappropriate use of equipment may lead to damage to floors etc or render the equipment inoperable causing service delivery disruption the following day.

### **26. Vacation of Premises**

The Hirer shall ensure that the premises are vacated promptly at the end of each period of use or letting. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. Additional charges will be made where the caretaker is unable to lock up whilst the Hirer ensures children are safely vacated beyond the time agreed in the letting agreement.

### **27. Behaviour.**

The school must take appropriate measures to ensure that the Hirer is responsible for ensuring adequate supervision and preservation of good order for the full duration of the letting and until the premises are vacated, also the prevention of overcrowding and keeping clear all gangways, passages and exits.

### **28. Promotional Literature/Newsletters**

A draft copy of any information to be distributed to participants or through the school must be sanctioned by the Headteacher at least seven days prior to distribution by the Hirer.

### **29. Site Security**

The school will hire and pay for a person to be responsible for the opening and closing of the premises. Cleaning of the premises, when necessary, is the hirers' responsibility. If no suitable person can be employed, then the letting will not be allowed or will be cancelled. (Schools to clarify arrangements where no caretaker, potential reimbursements, for example in the event of closure such as for elections).

- Only named key holders may operate the security system. Keys should not be passed to any other person without direct permission of the Governing Body of the school.
- The school will be responsible for communicating arrangements for out of hours, school closure, keys and alarms, checking and switching off technical equipment, explaining fire procedures & fire risk assessments and ensuring appropriate risk assessments are completed. The school will also be responsible for checking fixtures & fittings before and after the letting, and keeping signed copies of the Lettings Agreements.
- The school is responsible for annual checks of fire equipment and displaying arrangements for fire safety.
- The school will ensure the Hirer has made appropriate arrangements for uncollected children, and any permission from parents on arrangements for being taken off premises (and emergency contacts), transportation arrangements, transport safety checks, DBS checks of volunteers, appropriate adult:child ratios and supervision arrangements.
- Whilst transportation arrangements between establishments are the responsibility of the Hirer, the school will monitor the effectiveness of arrangements from time to time.
- Risk assessments must also be completed by the Hirer when taking young people off the premises and transporting them between premises.
- The Hirer is responsible for ensuring that young people normal means of travel are effective after school hours, eg. valid bus passes.

### **30. Quality of Service**

From time to time, staff and Governors have the right to monitor the activities to ensure quality of service/ activity operating from the premises, and ask the Hirer to provide data on the number and type of users, in relation to the Local Authorities monitoring of the Children & Young Peoples Plan and city wide priorities.

### APPENDIX 3



### SCHOOL LETTING – INITIAL APPLICATION FORM

**SUMMER 2020-SUMMER 2021**

Full Name of Applicant:	
Address:	
Full Name of Organisation	
Registered Charity / Company registration numbers	
Nature of Function:	
Venue of Function:	
Dates Required:	
Start Time:	
Finish Time:	
Use of school equipment (please specify)	
Details of any electrical equipment to be brought on site	



Car parking required?	
Maximum number of participants	
Number of supervising adults	
Relevant qualifications of supervising adults:	
Copy of DBS Certificate attached?	
Copy of Public Liability Insurance attached?	
Agreed rate	

I have read the Terms and Conditions and Rules of Use, which I accept on behalf of the organisation named above. I wish to apply for the use of the accommodation specified above. I agree to pay the charge according to the scale in force at the date of hire. I understand that I will be invoiced on a monthly basis. I am over 18 years of age, and that the information provided on this form is correct.

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

Contact Tel. No. \_\_\_\_\_

Name and address to who account should be sent to if different from above:

\_\_\_\_\_

\_\_\_\_\_

Contact Tel. No. \_\_\_\_\_

**OFFICE USE**

AUTHORISATION OF HIRE (signed) \_\_\_\_\_ DATE \_\_\_\_\_

Finance

DATE RENDERED \_\_\_\_\_

A/C \_\_\_\_\_

**INSURANCE COVER**

To comply with the conditions of the hiring agreement. Please tick/complete where applicable:

\* I maintain a Public Liability Insurance Policy and have provided the school with a copy of the current insurance certificate.

\* I understand that there is an excess payable by me of £200 relating to each and every claim for loss or damage to St. Albans Girls' School's / The Adeyfield Academy / Beech Hyde Primary School & Nursery property arising from my hire of the premises.

\* I hereby undertake that in the event of claims arising during my hire of St. Albans Girls' School's / The Adeyfield Academy / Beech Hyde Primary School & Nursery premises I shall not admit liability to the claimant but immediately forward such claims with a brief report on the incident to the Business Manager, St. Albans Girls' School.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**DECLARATION** - Please read before signing:

Any licenses necessary and the Theatres Act 1968 and the Cinematograph Acts 1909 and 1952 have been or will be observed and any requirements of the Licensing Justices, where necessary, have been or will be met. I agree to pay the charges due as required and hereby certify that the premises and grounds will be used only for the purpose stated:

Signature :..... Date: .....

Name (Block Capitals)

Mr/Mrs/Miss .....

\* Please return the completed Hire Agreement Form, Letting Indemnity to:  
St. Albans Girls' School's / The Adeyfield Academy / Beech Hyde Primary School & Nursery  
Lettings Manager/Site Supervisor.

**For School Use Only:**  
It is confirmed that the accommodation required is available for the time and date(s) requested.  
Signature: ..... Date: .....



**APPENDIX 3**  
**SCHOOL LETTING AGREEMENT**  
**SUMMER 2019-SUMMER 2020**

The Governing Body of:	
Address:	
Full Name of Hirer/ Organisation	
Areas of the school to be used:	
Maximum Attendance:	
Details of any school equipment to be used:	
Date(s) of hire:	
Period(s) of hire:	
Timings:	
Agreed Fee:	

The Governing Body agrees to let the premises to the Hirer on the date(s) and for the period(s) mentioned above, upon payment of the fee specified.

- The Hirer accepts all the conditions of hire as set out in the attached Terms and Conditions document.
- The Hirer's attention is specifically drawn to the indemnities contained in the hire conditions, and the need to obtain suitable insurance cover for any loss, damage or injury.

I have read and understood the conditions required of me as Hirer.

Signatures: ..... (The Hirer)

..... (On behalf of the Governing Body)

..... Date



## **APPENDIX 4**

### **LETTINGS HEALTH & SAFETY**

As part of the conditions of hire, please adhere to the following Health & Safety Procedures:

#### **Premises**

- On the first day of your hire agreement the Site Supervisor/Deputy will go through the Premises house rules and ask that you sign to acknowledge that you have understood them.
- If the organiser requires the use of school equipment, this must be organised prior to the event and the Site Supervisor must be informed.
- Equipment taken from another room/area must be returned at the end of the session/event.
- Any additional equipment brought onto site by the Hirer must be removed at the end of the session/event.

#### **Duty of Care**

- The organiser is responsible for children in their care and should ensure that they stay within the parameters of the hired facility and under supervision at all times.
- The organiser must undertake to ensure that no nuisance is caused either to other users/hirers of the school or to the neighbouring residence before, during or after the session/event.
- The organiser must have Public Liability Insurance to the value of £5m.
- The organiser must provide First Aid Cover. Should the organiser require an ambulance, after ringing, the Site Supervisor must be informed immediately.

#### **Fire Procedures**

- On the first day of your hiring agreement the Site Supervisor will go through the Fire Safety Regulations and bring to your attention the nearest safest exit for you to use and route to the Fire Assembly Area. In addition, you will have instruction on the use of the site Fire Alarm Activation Points.
- Anyone discovering a breakout of fire should sound the nearest alarm without hesitation, then make their way Fire Assembly Point. It is the responsibility of the Hirer to do a head count of all participants.
- If the Fire Alarm is set off, all participants are make their way Fire Assembly Point.
- As a part of Fire Safety Regulations, each site holds a regular fire alarm test. You will be notified by the Site Supervisor if this will impact on your session/event.

Signed: ..... Date: .....  
Site Supervisor

Signed: ..... Date: .....  
Hirer



## ATLAS MULTI ACADEMY TRUST



### Equality Impact Analysis

When reviewing all schools' policies, the following Equality Impact Analysis (EIA) should be undertaken to ensure fairness of the new proposals/policy and to identify any action needed to redress any potential discrimination, positively promoting equal opportunities, improved access and participation for all.

<b>Title of Policy:</b>	Lettings and Community Use
<b>Date:</b>	Summer 2020
<b>EIA carried out by:</b>	Mr P O'Neill
<b>EIA reviewed by:</b>	Resources Committee

<b>1. Identify the aims and objectives of the policy, what will be the proposed change and how will it be implemented</b>	
<ul style="list-style-type: none"> <li>• <b>Policy contains information about:</b></li> <li>Overall aims and objectives?</li> <li>What is the proposed change?</li> <li>Who is intended to benefit from the proposal and in what way?</li> <li>Outcomes of the policy?</li> <li>How will it be put into practice and who is responsible for this?</li> </ul>	<p>Update of existing policy            Changes remove all references to the Local Authority and update hire charges            Small change to the deposit required from hirers</p>

<b>2. Assessment of Impact? To include impact of policy, any plans needed to mitigate any negative impact, equality issues to be addressed</b>		
Characteristic	Group	Effect/Impact
• Age		No impact
• Disability		
• Gender reassignment		
• Marriage/civil partnership		
• Pregnancy/Maternity		
• Race		
• Religion or Belief		
• Sex		
• Sexual orientation		

<b>3. Consultation</b>	
<ul style="list-style-type: none"> <li><b>New policy contains information about:</b> Policy audience, expected actions and outcomes. Consultation and communication process Accessibility for all Fair access to the consultation process Lessons learnt from previous consultation, if appropriate</li> </ul>	Expectations, requirements and actions
<b>4. Decision</b>	
<ul style="list-style-type: none"> <li>Should the new proposal/policy be agreed and any impacts identified following consultations?</li> <li>What reasonable adjustments are required?</li> </ul>	No issues or adjustments required
<b>5. Action Planning</b>	
<ul style="list-style-type: none"> <li>Any actions identified to address inequality for different groups?</li> <li>Any actions identified to promote equality and diversity?</li> <li>Where are these actions recorded and who is responsible for them?</li> </ul>	None
<b>6. Monitoring and Review</b>	
<ul style="list-style-type: none"> <li>When will the impact assessment be reviewed?</li> <li>Who is responsible?</li> </ul>	<p>Summer 2021</p> <p>Phil O'Neill</p>
<b>7. Publication of the results of the impact assessment</b>	
<ul style="list-style-type: none"> <li>Results of EIA are published – where and when?</li> <li>The results are kept as a public record of the EIA – where and when?</li> </ul>	With Policy