



**Holy Trinity Catholic School  
St Teresa of Calcutta MAC**

**Schools Lettings Policy and Hiring Agreement**

**INTRODUCTION**

The Governing Body regards the school buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible.

Within the context of Every Child Matters, the Governing Body will endeavour to maximize the use of the premises to support the local families, services and community, with first priorities for providing the best possible education for its pupils. Any lettings of the premises to outside organisations will be considered with this in mind. It is important however that requests for lettings are fully considered and that the lettings are properly documented to ensure all parties are aware of their mutual responsibilities.

This policy is therefore expected to assist this and provide advice on:-

- Definition of a school letting.
- Types of Agreement
- Governance
- Administrative process

Matters for Consideration, including Finance issues, public liability, health and safety and other matters

**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 3<sup>rd</sup> 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.

## GOVERNANCE

### **Management and Administration of Lettings/ Governance**

The Head teacher is responsible for the management of lettings, in accordance with the Governing Body's policy. Where appropriate, the Head teacher may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

If the Head teacher has any concern about whether a particular request for a letting is appropriate or not, they will consult with the Chair of the Premises and Safety Committee (*or alternative, as appropriate*), who is empowered to determine the issue on behalf of the Governing Body. A risk assessment must be conducted for each proposed letting. Governing Bodies must consider the need for business & financial planning, procurement and legal advice in relation to Extended Services, and any necessary changes in Governance.

### **THE ADMINISTRATIVE PROCESS**

Those seeking to hire part of the school premises should approach the Head teacher (*or other designated member of staff*), who will identify their requirements and clarify the facilities available.

An **Application Form** (a copy of which is attached to this model policy in Appendix 1) should be completed at this stage to provide basic details of the applicant.

The Governing Body will consider this with regard to the matters contained in this policy and shall advise the applicant of its decision.

Once it has been decided to proceed with a letting a letter of confirmation will be sent to the successful applicant, 'the Hirer', setting out full details of the letting and enclosing a copy of the terms and conditions and the relevant agreement.

The letting should not take place until the signed agreement has been returned to the school. The person applying to hire the premises on behalf of the Hirer will be invoiced for the cost of the letting, in accordance with the Governing Body's current scale of charges. (Schools may wish to seek payment in advance in order to reduce any possible bad debts.)

No letting should be regarded as "booked" until the written agreement has been signed by parties, any deposit/ pre-payment has been paid as appropriate and approval has been given by the relevant person on behalf of the school.

No public announcement of any activity or function taking place should be made by the Hirer until the booking has been formally approved as per paragraph above

## **MATTERS FOR CONSIDERATION**

The Head teacher will need to consider a number of issues prior to agreeing to a letting. This may raise concerns that may be addressed in the Agreement.

### **Finance**

The school's delegated budget will not be used to subsidize any lettings unless it is of direct benefit for pupils. A charge will be made to meet the costs incurred by the school for any lettings of the premises. At the very least the actual cost to the school of any use of the premises by the Hirer must be paid. The flowchart set out below, taken from Annex B of 'Planning and funding extended schools: a guide for schools, local authorities and their partner organisations' may be useful where activities support pupils, families and communities through 'extended services through schools:-

### **Charges for a Letting**

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) - including "on-costs";

Cost of administration;

Cost of "wear and tear";

Cost of use of school equipment (if applicable);

Fee in lieu of use of premises, i.e. a rental value.

### **VAT**

In general, the letting of rooms for non-sporting activities is exempt VAT, whereas sports lettings are subject to VAT (although there are exemptions in certain circumstances). Clarification should be obtained from VAT Officer. There are no VAT remissions for 'Not for Profit' companies limited by guarantee.

### **Public Liability and Accidental Damage Insurance**

As an alternative to asking each Hirer to separately arrange public liability (to £5 million), employer liability (to £10 million) and accidental damage insurance, it is possible for the Governing Body to take out a single insurance policy covering all lettings, and then to recoup the cost of the insurance premium via the lettings fee. Governing Bodies considering this option may wish to contact the council insurance officer (Joanne Walters 0191 2116698). The school will obtain confirmation that the Hirer has public liability insurance and appropriate insurance for any additional items brought into the school.

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 conducted for each hiring/ activity by both the school and Hirer together. Copies must be given to the Hirer and kept on file in school.

EITHER: The Governing Body has arranged appropriate public liability insurance to cover all legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting.

Neither the school, nor the Local Authority, will be responsible for any injury to persons or damage to property arising out of the letting of the premises.

## **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 anybody 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 Criminal Records Bureau (CRB). 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.

The Birmingham Local Children Safeguarding Board states that a 'safe organisation' is one that ensures that its governing body, all of its employees, commissioned or contracted agents and volunteers or adult participants are aware of their responsibilities to safeguard children and vulnerable adults, and provides the following checklist:-

Safe recruitment / selection practice (including but not only rigorous checking of applications, CVs, references and appropriate CRB checks) – including the training of those who recruit staff to work with children or vulnerable adults

Clear expectations on staff with regard to personal conduct and promoting the well-being of children and adult service users

Principles adhered to in latest Keeping Children Safe in Education Policy.

Good induction systems and ongoing training / updates for staff (and others) in minimum standards in child protection, even where the primary service users are adults who are parents (not children)

Clear access to Birmingham LSCB Procedures & guidance for the protection of children.

Awareness of local protocols and systems for information sharing and referral

Good supervision of staff / volunteers

Clear and accessible complaints and whistle-blowing procedures

Adherence to agreed local procedures for investigating allegations of harm or misconduct to children by persons in positions of trust – including independent advice and referral to the police as necessary

Good record keeping (including decision-making about concerns / allegations) and database systems

A formal and independent review process for learning from serious untoward incidents with regard to abuse of children or adults by those in a position of trust

Holy Trinity will escalate any concerns regarding child protection/safeguarding if it is felt that hirers have not followed correct procedures.

Regular audits of the above to ensure compliance

Leadership / accountability in a named senior manager and clear access to specialist advice about child protection or the protection of vulnerable adults (externally if not available within the organisation)

Hirers must operate a strict 'No Platform Policy'

## 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.

## 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.

Facilities Manager will provide a full training on Fire, Lockdown and Evacuation Procedure.

## **Copyright or Performing Rights**

The school is not responsible for infringements of any subsisting copyright or performing right, and the Hirer must indemnify the Local Authority against all sums of money which the LA may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire. Schools are responsible for the management and documentation records PRS & PPL (John Fogarty can provide the guidance).

## **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.

## **Furniture and Fittings**

The Hirer shall pay the cost of any reparation required. No stiletto or any type of thin heel is to be worn. If activities involve outdoor use, Hirers should ensure footwear is cleaned before re-entering the premises. Any damages or broken equipment must be reported to the school or caretaker, whether caused by the Hirer or otherwise, as good vigilance will ensure the safety of all other users.

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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. Use of the schools resources is not available.

## **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.

## **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.

## **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.

## **Site Security/ Transportation of Young People/ Educational Visits**

The Governors will hire and pay for a person to be responsible for the security of the premises before, during and after the hire, and for the cleaning of the premises after its use. This cost will be included in the charge for the letting. 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.

## **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.

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, CRB 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, e.g. valid bus passes.

**Appendix 1 SCHOOL LETTING – INITIAL LETTING APPLICATION FORM**

Name of Applicant:
Address (Individual or organisation):
Telephone Number:
Name of Organisation:
Activity of Organisation:
Registered Charity/ Company registration numbers:
Details of Premises Requested (Hall, Playground, Football Pitch etc):

## Hire Agreement Policy

### Terms and Conditions for the Hire of Premises and other Facilities

#### 1. Booking

All correspondence for the hire of premises at the Holy Trinity School shall be addressed to Holy Trinity School, on the attached Booking Facility Application Form (Annex 1).

The person submitting the Booking Facility Application Form must be appropriately authorised by the Hirer to make the booking and be over 18 years of age.

The agreement will come into force once Holy Trinity School/School/Staff/Caretaker has confirmed in writing to the Hirer.

Holy Trinity School/School/Staff/Caretaker reserve the right to decline any application for hire or to cancel a booking.

The Hired area will be available for usage during the period of hire as confirmed on the Booking Facility Application Form. It is the Hirer's responsibility that sufficient time is allocated in the period of hire to set up and de-rig any equipment. Holy Trinity School/School/Staff/ Caretaker reserves the right to change current published rates of hire charge if the booking runs for longer than agreed.

All per hourly rate bookings run on a 55minute session time with a 5 minutes handover for changeover with the following Hirer.

The Hirer must provide Holy Trinity School/School/Staff/Caretaker with their annual dates that they require, confirmation will be provided to the hirer.

Qualifications of coaching/instructor staff / certificates/ public liability insurance and DBS CHECK can be requested by Holy Trinity School/School/ Staff/Caretaker at any time.

Holy Trinity School/School/Staff/Caretaker have the right to change the programme of activity in order to meet the School objectives.

#### 2. Terms of Payment

##### 2.1 Block Bookings

A deposit of the session fee, is required and will only be used as payment for the booking if the appropriate fee, has not been paid when, less than 24 hours cancellation notice has been given to Holy Trinity School / School/ Staff/ Caretaker or failure to show for the booking.

For all cancellations please email [jmanders@holytrc.bham.sch.uk](mailto:jmanders@holytrc.bham.sch.uk)

A letter/email is required for the attention of Holy Trinity School if the Hirer wishes to terminate their booking at least 6 weeks before the booking, unless individual group contracts are set up differently via Holy Trinity School/School/ Staff/Caretaker.

All block bookings will be set up on an invoice method of payment agreement by the A.I. Sports Centre/School/ Staff/Caretaker. This will either be one of the following –

Pay and Play weekly before the session commences.

Payment by invoice, all invoices shall be paid within 30 days of the invoice unless a separate agreement is arranged by the A.I. Sports Centre/School/ Staff/Caretaker.

Holy Trinity School/School/Staff/Caretaker reserves the right to cancel future bookings if payment is not made within agreed terms.

Cheques should be made payable to 'Holy Trinity Catholic School'.

## **2.2 Birthday Parties**

The Hirer will complete a Booking Facility Application Form and children/staff ratios will be agreed in advance.

Full payment is required within 7 days of the booking being confirmed.

One week's notice is required for a Birthday Party to be cancelled.

Re booking and postponing Birthday Parties is at the discretion of Holy Trinity School/School/ Staff/Caretaker.

Cheques should be made payable to 'Holy Trinity Catholic School'

The Hirer is responsible for providing any information relating to external Birthday entertainers. Companies will be required to provide public liability and relevant insurance documents, requested by Holy Trinity School/School/Staff/Caretaker. – See section 10 (page 10)

## **2.3 One off Events**

For bookings that have been accepted, payment in full must be made prior to the date of the event/booking.

The Hirer may be required to pay a deposit depending on the nature of the booking.

If relevant an invoice will be issued in advance from the School Bursar and payment shall be made within 30 days of the invoice.

Cheques should be made payable to 'Holy Trinity Catholic School'

Failure to pay the amount in full/invoice may result in the cancellation of the booking.

Holy Trinity School/School/Staff/Caretaker reserves the right to cancel any events that do not obtain the appropriate Licences as originally agreed on the Booking Facility Application Form.

## **3. Charges**

Charges are annually increased the Hirers' will be informed and will be liable to pay the relevant increased charges.

Charges only cover the use of the facility area. Equipment and additional requests will need to be discussed with Holy Trinity School/School/Staff/Caretakers and additional charges may be applicable.

Additional charges will be the responsibility of the Hirer if extra cleaning/ staffing/damaged areas occur. These charges will be agreed and a relevant invoice will be sent out to the Hirer. The Hirer will be responsible for additional charges relating to breakages and damage to the facilities.

#### **4. Use of Premises**

The hired premises may only be used at the times and stated activity, agreed in the Booking Facility Application Form.

The Hirer must ensure that members of the group are not allowed access to other areas of the School other than those agreed on the Booking Facility Application Form.

The Hirer should not sub-let the facility without obtaining permission from Holy Trinity School/School/Staff/Caretaker first.

The Hirer shall state the number of participants that they are expecting to attend on the Booking Facility Application Form. Maximum user capacity will be agreed with Holy Trinity School/School/Staff/Caretaker and participation numbers should not be exceeded.

The Hirer will state on the Booking Facility Application Form a named person who will remain on site during their booking and will be the contact with the Holy Trinity School/ School/Staff/ Caretaker staff throughout their booking.

All seating arrangements should be arranged with sufficient gangways. Fire exits and doorways should not be blocked ready for use in any emergency.

The Hirer must not sell items without receiving agreement from Holy Trinity School/School/ Staff/Caretaker.

Smoking and alcoholic beverages (unless consumed in a bar area authorised by Holy Trinity School/School/Staff/Caretaker and appropriate Licences are obtained), are not permitted on the School premises.

Smoking is not permitted anywhere in the School premises and grounds, please exit via the rear entrance gates if this is necessary.

With the exception of Guide Dogs and Police Dogs, animals shall not be allowed to enter the Sports Facilities without Holy Trinity School/Schools/Staff/Caretakers permission.

A member of Holy Trinity School/School/Staff/Caretaker may enter the hired premises at any time during the booking.

The Hirer may not invite other teams, groups and visitors onto the site without receiving authorisation from Holy Trinity School/School/Staff/Caretaker.

The Hirer is responsible for cancelling the group if the relevant instructors/ coaching staff are not in place for the session.

The movement of equipment such as goals, table and chairs from an area should not be moved by the Hirer and their booking. If the Hirer has any concerns Holy Trinity School/ School/Staff/Caretaker should be contacted.

Additional equipment such as computers, projectors, extension leads etc may be arranged with prior notice to Holy Trinity School/School/staff/Caretaker. Additional charges may be applicable. – See section 7 (page 10)

The Hirer must ask Holy Trinity School if they would like to display any kind of decorations, or promotional literature, all items must be taken down by the Hirer before their booking finishes.

The Hirer is responsible for the group not altering or interfering with any fittings or fix any nails, screws, hooks or other fastenings onto the floors, walls, ceilings or any part of the facility.

The Hirer shall not use audio visual equipment without prior consent from Holy Trinity School / School/ Staff/Caretaker.

The Hirer must have authorisation to use Holy Trinity School/Schools name when using it as promotion in literature and press releases etc.

The Hirer shall be responsible for the appropriate and correct footwear and clothing is used/worn in the relevant areas. Trainers, studs and moulds can be worn on the Astro Pitch and MUGA – No 'football /shoe blades'. For Sports Hall and Gymnasium usage only indoor trainers and soft pumps are to be worn. Heeled and stiletto footwear are not to be worn in these areas unless relevant cover boards are used to protect the flooring area.

The Hirer should leave the used area clean and tidy removing all litter and lost property from the area.

The decision from Holy Trinity School/School/Staff/Caretaker will be final and decisions shall be respected.

Holy Trinity holds no responsibility for damage to persons or property.

## **5. Cancellations**

Holy Trinity School/School/Staff/ Caretaker reserves the right at any time to refuse or cancel the hiring of any hired facilities. Holy Trinity School/School/ Staff/Caretaker shall not be liable for any payment whatsoever either to the Hirer or any other person in respect of, or to claim compensation or damage arising in any manner from cancellation of any hiring premises.

If School require the use of the facilities at any time the Hirer's session will be cancelled and shall not be entitled to any financial compensation. Holy Trinity School/School/ Staff/Caretaker will endeavour to provide as much notice as possible to the Hirer.

If any breakdown, leakage or accident necessitates the cancellation, or part cancellation of a booking, the relevant payment for the booking will be authorised by the A.I. Sports Centre/ School/Staff/Caretaker.

Holy Trinity School/School/ Staff/Caretaker reserve the right to charge the full amount for the booking if the appropriate cancellation notice has not been provided from the Hirer.

Invoices shall be paid within 30 Days of the date stated on the invoice.

Pay and Play and block booking sessions can be cancelled by the Hirer, giving 24 hours notice. Failure to comply will result in the full amount being charged for the missed booking.

One off Events may be cancelled by the Hirer, In the event of cancellation the A.I. Sports Centre/School/Staff/Caretaker reserves the right to charge for the booking as follows:

One off Events cancelled with less than 14 days' notice the full amount will be charged to the Hirer.

One off Events cancelled between 14 and 30 days 50% of the booking charge will be applicable to the Hirer.

One off Events cancelled prior to 30 days or more before the event date, will only be charged an administration charge of 10% of the full value of the booking.

The School reserves the right to offer a suitable alternative venue when necessary.

## **6. Additional Facilities and Services**

Holy Trinity School / School/Staff/ Caretaker is under no obligation to provide any additional services than those initially agreed. Any that may need to be supplied shall be charged at a rate agreed with the A.I. Sports Centre/School/ Staff/Caretaker and Hirer. Additional charges may be one of the following –

Insurances

Gas

Electricity

Telephone

Personnel

Security

Security of the Hired Premises and the facilities, for group bookings, shall be the responsibility of the Hirer during the period of hire but Holy Trinity School/School/Staff/Caretaker reserves the right to charge additionally for the cost of any caretaking or other security provision that in its absolute discretion is required in relation to any particular event.

## **7. Equipment**

The equipment required for the booking will be agreed in the Booking Facility Application Form and additional equipment may be charged for the usage and all equipment shall be removed and stored correctly ready for the next group/ session.

The Hirer shall bring their own equipment unless agreed with Holy Trinity School/ School/ Staff/Caretaker and must be stated on the Booking Facility Application Form.

## **8. Storage**

No Storage space is available to the Hirer. The hirer is responsible for the upkeep and quality of their equipment. Health and Safety Risk Assessments are required from the A.I. Sports Centre/School/ Staff/Caretaker. Holy Trinity School/School/ Staff/Caretaker will not accept responsibility for any loss or damage to the Hirers equipment.

## **9. Notices**

All Promotional Literature must be agreed with Holy Trinity School/School/ staff/Caretaker before advertising any leaflets and posters.

All visitors shall respect and comply with Holy Trinity School/School notices.

## **10. Liability and Insurances**

Holy Trinity School/School/ Staff/Caretakers does not accept responsibility of damage to or loss of any property, articles or things whatsoever placed in or left upon the hired premises from any parties using the facility.

The Hirer shall indemnify Holy Trinity School/School against all claims for damages, compensation or costs in respect of personal injury, fatal or otherwise.

The Hirer shall indemnify Holy Trinity School/School against death or personal injury (caused other than by negligence of The A.I. Sports Centre /School or its employees) or any damage, loss or theft of any goods belonging to the Hirer or any other persons.

The Hirer shall produce a copy of Insurances, qualifications and DBS Forms if requested to do so.

No Gambling is permitted on the premises of Holy Trinity School/School.

No copyright work shall be performed or reproduced in any manner in connection with any public function and the Hirer shall indemnify Holy Trinity School/School/Staff/Caretaker against any infringement of copyright occurring during the hiring.

Holy Trinity School/School does not hold a Liquor Licence. Hirers must obtain written confirmation from the School Governing Board before arranging the appropriate licence.

Holy Trinity School / School does not hold a Public Entertainments Licence, Events cannot be held on site if they require one unless, a Temporary Events Notice (TEN) and written confirmation from the School Governing Body has been obtained. Failure to obtain the licence prior to 5 days of the event may result in the event being cancelled.

## **11. Health and Safety**

The Hirer shall be responsible for carrying out his/her obligations under the Health and Safety Act 1974 not only in respect of his/her own employees, but also in respect of employees of Holy Trinity School/School and members of the public.

All accidents and damages must be reported to a member of staff immediately.

If the noise level is deemed to be excessive in the view of the staff on duty, steps will be taken to reduce the level.

The Hirer shall ensure that offensive and racist language is not used and that any person causing offence shall be removed from the School premises immediately.

## **12. First Aid**

The Hirer shall ensure, to Holy Trinity School/School/Staff/Caretaker satisfaction that there is appropriate First Aid provision to reflect the nature of the activity undertaken.

The Staff on duty will provide assistance when necessary they will not be responsible for delivering First Aid treatments or supplying First Aid materials, this is the responsibility of the Hirer. A first aid form will need to be completed and relevant details will need to be obtained from the casualty/Hirer.

All accidents/incidents are to be reports to the -[Jmanders@holytrc.bham.sch.uk](mailto:Jmanders@holytrc.bham.sch.uk)

It is the responsibility of the Hirer to notify Holy Trinity School/School of any medical conditions or disabilities that may affect their participating members.

## **13. Coaching/Instruction Activities**

All those involved in delivering of coaching/ instructors should be qualified as recognised by the relevant Governing Body for the sport.

All coaching staff/instructor should be appropriately insured in relation to their coaching sport as recommended by the Governing Body for the sport.

The Hirer will be required to provide relevant documents on request from Holy Trinity School/School/Staff/Caretaker.

Should the Hirer be found to be in breach of any of the above conditions, the hire agreement will be terminated.

#### **14. Good Order and Security**

The Hirer is responsible for the good order being kept throughout the period of the hired session and Holy Trinity School/School/Staff/Caretaker may charge the Hirer for any expenses incurred in engaging security to ensure good order prior, during and after the event/ booking.

A member of The Sports Centre staff should be informed immediately if the Hirer/related individuals feel concerned about the safety of those involved in the booking or building.

Cars are left in the car park at the owner's risk and cars must not be left on site overnight.

Gates will be locked after the last booking.

#### **15. Rights of admission**

Holy Trinity School/School/Staff/Caretaker reserves the right at our discretion, to refuse or direct the Hirer to refuse admission.

#### **16. Vacation of Premises**

The Hirer is responsible for leaving the hired area/ areas in a tidy and orderly condition at the end of the session.

Any event that exceeds the allocated time will incur charges at the hourly rate of the facility, plus any extra time that staffs need to be paid for will be charged to the Hirer of the session.

The Hirer must be mindful that this is a School Facility and be quiet when leaving the premises.

#### **17. Spectators**

The Hirer shall be responsible for the control of spectators and shall be liable for any claims made by spectators.

Spectators should not participate in the session and are responsible for the supervision of any children they bring along.

Spectators should stay within the specific spectator's areas.

The Hirer is responsible for providing a Health and Safety Risk Assessment relating to their session and spectators. The Hirer must not exceed the maximum capacity usage for the relevant area hired.

The Hirer will be vigilant of the groups spectators and inform group individuals that taking photographs or video footage is not permitted, unless parents/guardians have agreed to general photographs being taken.

#### **18. Equipment**

All electrical equipment must be 'PAT' tested. (Portable Appliance Testing)

In the event of damage or breakage of any equipment hired, the Hirer will be responsible for the damage and the charge will be the responsibility of the Hirer. Holy Trinity School/School/ Staff/Caretaker will take into consideration fair wear and tear.

Every case will be dealt with individually and the Hirer and Holy Trinity School /School/ Staff/ Caretaker will agree on the necessary action.

## **19. Child Protection and Vulnerable Individuals**

The Hirer will have regard to the current child protection guidance and have in place appropriate policies and procedures for safeguarding children and vulnerable persons if necessary.

The Hirer will have a nominated person that will liaise with the relevant School representative if necessary.

Any photographs or filming must not be displayed on social networking sites and parents' permission should be received by the Hirer.

## **20. Broadcasting and Filming Rights**

The Hirer must ask the permission of Holy Trinity School/School/Staff/Caretaker before allowing and filming/broadcasting to take place.

## **21. Catering**

The Hirer must discuss and receive permission from Holy Trinity School/School/ Staff/ Caretaker if any external catering companies are intending to be used.

No alcoholic drinks are allowed on the premises, for one off events the Hirer must seek the approval from Holy Trinity School/School/ Staff/Caretaker. Licences may be required and further approval from the School Governors.

The Hirer is responsible for clearing up areas where food has been served. Bin bags can be put in the School skip bins.

## **22. Complaints**

Any complaints by the Hirer with regards to the management and control of the premises must be made in writing or brought to Holy Trinity School/School/Staff/Caretaker attention.

## **23. Monitoring and Review**

The School Governors will annually review this document and implement any necessary changes