

## KEYSTONE ACADEMY TRUST

### LETTINGS FORM

Name of Applicant:			
Address:			
Telephone Number:			
Email address:			
Name of Organisation:			
Activity of Organisation:			
Academy:			
Details of Premises Requested:			
Dates required			
Start Time:		Finish Time:	
(please allow time for your preparation and clearing up)			
Is this a one-off activity or on-going?			
Will there be an admission charge for your activity? If yes, how much?			
Use of School Equipment (please specify):			
Details of any Electrical Equipment to be brought (NB All relevant equipment must be PAT tested within the last 12 months):			
Minimum and Maximum Number of Participants:			
Age Range of Participants:			
Number of Supervising Adults:			
Relevant Qualifications of Supervising Adults:			
Where applicable have DBS checks (including DBS Children's Barring List checks, where necessary) been carried out within the last three years?			
When?			
By Whom?			
Details of first aid provision (must be provided by yourselves)?			
Price per session agreed with school			

I agree to only use the facilities as detailed above.

I confirm that I will contact the Site Manager before the use of the premises if we need to discuss detailed requirements.

I confirm that adequate and appropriate insurance cover is in place for the activity to be carried out. I have provided a copy of our insurance documentation. Yes / No (Circle which)

If no insurance documentation is provided, by signing below, I accept that all persons present will be equally and wholly responsible for the cost of any damage to the facilities or contents thereof.

I hereby indemnify the school against any claims made against it arising from the use of the hired premises. In addition I accept responsibility for any claims the school may have for any damage to its property arising from its use during my/our hire.

I agree that systems are in place with regard to safeguarding measures.

I agree to provide the school with the name of individuals who are working with children during the hire; confirmation that appropriate DBS checks have been made in the last three years for relevant individuals and clearance confirmed; and details of supervision arrangements in place for those who it is deemed not necessary to obtain a DBS check.

I confirm that arrangements are in place with reference to First Aid (see Terms and Conditions for further details).

I confirm that we will make ourselves aware of the fire evacuation procedures for the School Site.

I confirm that we will fully comply with all current statutory legal requirements for Health & Safety.

I have read and agree to the Keystone Academy Trust's Terms and Conditions for lettings and accept personal responsibility for this hiring and informing all participants of their responsibilities.

I undertake to comply with the regulations regarding the use of own electrical equipment (see Terms and Conditions for further details).

Any other relevant information: .....

I confirm that I am over 18 years of age, and that the information provided on this form is correct.

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

Enclosed:

- Copy of insurance policy
- Copy of risk assessment
- If appropriate, documents to provide evidence of
  - DBS checks
  - PAT testing
  - First Aid provision

Please return this form to the School whose facilities you are renting.

## **Terms and Conditions for Keystone Academy Trust Lettings**

These terms and conditions must be complied with.

The “hirer” shall be the names individual on the letting agreement and this person will be personally responsible for payment of all fees or other sums due to respect of the letting.

### 1. General Conditions for Hire

The Facility is available for hire provided that the use does not conflict with the educational activities of the Academy or the use of the Facility creates any nuisance to the neighbourhood. For booking the premises a Lettings Form must be completed and submitted to the Academy for approval. The times of use should include time for preparation and clearing up. The Facility should be vacated promptly. The Academy reserves the right to make an additional charge if an event overruns the agreed time of use or if Academy staff need to clear a Facility after use if the Hirer fails to do so.

### 2. Status of Hirer

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

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

### 3. Disclosure and Barring Service Checks

It may be necessary for the hirer to undergo a disclosure and barring services check via the Disclosure and Barring Service (DBS). If a particular letting involves contact with children and young people, it is the responsibility of the hirer to ensure that they have complied with the DBS Code of Practise. Advice of this can be obtained from the Head Teacher.

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

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

### 4. Indemnity and Insurance

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

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

Unless specifically agreed by the Board of Trustees, the insurance cover shall provide a limit of indemnity in line with the RPA Scheme.

The hirer shall produce the policy of insurance and receipts for the current premium or premiums upon request by the Head teacher or Board of Trustees within seven days of a request.

The academy will not be responsible for any injury to persons or damage to property arising out of the letting of the premises.

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

## 5. Statutory Requirements

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

## 6. Written confirmation of booking

When a letting form is received and confirmed by the Academy, written confirmation from the Academy will be sent to the Hirer. No public announcement should be made concerning the use of the Facility until the authorisation has been received. The Hirer will only be admitted to the Facility identified in the Letting Enquiry Form. The Academy reserves the right to make an additional charge for additional areas used. For review and improvements to services, and to determine the fee payable, please keep a register of numbers attending. A hirer must not sub-let the premises, underlet or share possession with any other parties.

## 7. Payment

Hiring Fees may be obtained on request from the School. Payment in full is due 30 days after the invoice is issued. Where the price is based on the number of participants, the Academy will assume the maximum number unless otherwise advised. If payment is not received within 30 days of the invoice, the Academy, at its sole discretion, reserves the right to restrict future bookings and to follow the Trust Debt Recovery Policy.

## 8. Cancellation of a Letting

By the Hirer: The Hirer must notify the Academy of cancellation at least two calendar weeks prior to the date of use of the Facility by email. If this notice is not given, the Academy reserves the right to request full payment.

By the Academy: The Academy reserves the right to cancel any booking. Although an explanation will usually be given, the Academy may cancel without giving any reason. The Board of Trustees will not accept any responsibility for any loss, or other expenses however incurred by the hirer, in the event of a cancellation by the Board of Trustees of the letting as a result of circumstances beyond its control (including, without prejudice to the generality of the same, industrial action by its employees or others, failure of electricity/gas/heating/water supply). The decision of the Board of Trustees as to whether a letting should be cancelled shall be binding on the hirer.

It is the hirer's responsibility to notify its club members or attendees appropriately of the cancellation of a booking.

## 9. Safety and Incidents

The Hirer is responsible for any accident or injury that occurs when using the facility and for undertaking their own risk assessments, prior to them taking place and in order to manage the safety of all participants.

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

The Academy does not provide a First Aider and there is no legal requirement for the school to provide first aid facilities or resources. The Hirer has full responsibility for the health and safety of their participants and staff including the provision of first aid. This includes responsibility for the provision of a first aid kit, and the provision of first aid training for supervising personnel, particularly in the case of sports lettings.

The Trust accepts liability for death or personal injury caused by the negligence of the Trust or their employees or agents. The Academy/Trustees accept no liability for loss of or damage to property howsoever caused. Hirers must indemnify the Academy/Trustees against any liability or losses incurred by the Academy/Trustees (including its own or others' costs) in respect of any claim for death or personal injury or loss of or damage to property except to the extent that such death, injury, loss or damage was caused by the negligence of the Academy/Trustees or their employees or agents.

In the event of an accident or incident, the Hirer agrees to notify the Academy and to complete an Incident/Damage Report Form immediately.

The Hirer will provide the Academy with a completed Lettings Register (including adults) on arrival to use the Facility. This will need to be used in the case of a fire evacuation or similar event.

Nothing in these Terms and Conditions shall limit or exclude the liability of the Academy in the event of death or personal injury due to negligence of the Academy.

## 10. Damage

The Hirer is responsible for all damage, loss or injury to persons, equipment or premises which occur within the Academy premises and grounds as a result of the Hirer or its group use of the Facility.

The Hirer is responsible for arranging appropriate insurance to cover its use of the Facility.

The Hirer will inform the Academy immediately upon arrival if the Facility is in an unacceptable or damaged condition. The Hirer must leave the Facility in a good, clean and tidy state. The Academy reserves the right to charge for any additional cleaning or repair work as a result of damage occurring to the Facility during the Hirer's use. If the Academy loans equipment to the Hirer and this is damaged, the Hirer agrees to inform the Academy immediately upon such damage occurring and to complete an Incident/Damage Report Form before leaving the Facility. The Hirer agrees to repair or replace within 72 hours any equipment so damaged or pay the cost of repair or replacement within 72 hours from when it is so notified by the Academy. The Academy shall not be so liable to the Hirer whether in contract or tort (including negligence) for any losses including, but not limited to, loss of profit, loss of goodwill, loss of business or any special, indirect or consequential damage.

## 11. Hirer's Property

The Academy shall not be liable for any loss, damage, theft or injury to property and effects, equipment or vehicles brought onto the Academy's site. All such items shall be removed immediately after the use of the Facility has ended. The Hirer is responsible for arranging insurance to cover the use of these items.

The permission of the Head teacher must be obtained before goods or equipment are left or stored on the premises.

## 12. Furniture and Fittings

Furniture and fittings shall not be removed or interfered with in any way. Nor shall they be rearranged except by prior arrangement and will be subject to reinstatement at the end of each session of use. No fittings or decorating of any kind necessitating drilling, or the fixing of nails and screws into fixtures, which are part of the school fabric, are permitted. In the event of any damage to premises and property arising from the letting, the hirer shall pay the cost of any repair required.

Hall floors are used by children for physical education and no substance is to be applied to floors to prepare them for dancing or any other activity. The Hirer must ensure appropriate footwear is worn when using sports facilities, including the Field, Hall and Classrooms. No footwear liable to damage floors may be worn in the school building. If activities involve outside use, participants should ensure footwear is cleaned before re-entering the building.

## 13. Alcohol, Smoking & Gambling

No alcohol shall be brought or consumed on any part of the Academy's site by the Hirer unless specifically agreed with the Academy at the time of booking. The sale of alcohol is not permitted unless prior written consent of the Academy is obtained. If agreed, the Hirer will, at its own expense, comply with the requirements of the Licensing Act 2003. All evidence of intoxicating liquor must be removed from the premises at the end of the letting.

No betting, gambling, lotteries or gaming is permitted on the Property.

No smoking will be permitted anywhere on the School Site or Property.

## 14. Food and Drink

For safety and hygiene reasons no children are permitted in the Academy kitchen (not available at all sites). Third parties shall only be permitted to share the use of kitchens and/or equipment where a member of the school's staff is available to supervise such use and subject to reimbursement of the resultant staff costs.

No food or drink may be prepared on the property without the direct permission of the head teacher in line with current food hygiene regulations.

## 15. Right of Admission

The Hirer hereby allows the Academy free and unfettered admission to the Facility at all times during the Hirer's use of such Facility and to any persons so authorised by the Academy.

## 16. Maintenance of Good Order

The Hirer must maintain good order and operate security measures during the use of the Facility. No unauthorised persons shall use the School Site or Property. The hirer must comply with the school's arrangements for disposal of any rubbish or waste materials.

Cars and vehicles shall not be parked to cause an obstruction at the entrance to, or exits from, the school. In particular, the Hirer must ensure that access to the school by emergency vehicles is not obstructed or delayed. Where on-site parking is available this must be used. Users of the school should avoid undue noise on arrival and departure. Where users are not parked on school grounds they must park considerably with regard to our neighbouring residential properties and part in adherence to the Highway Code.

## 17. Licensing and Content

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

If the Hirer wishes to provide public music, dancing or other public entertainments, it must, at its own expense, obtain all necessary public entertainments licences etc. ('Licences') and show such Licences to the Academy on demand. The Hirer shall be responsible for any payments due to Phonographic Performance Limited for a performing rights music licence or the Phonographic Performance Limited, for a phonographic performance licence. In addition, the Hirer will be responsible for compliance with all other appropriate legislation (including but not limited to the Children's and Young Persons Act 2000, the Theatres Act 1968, Cinematography Act 1909 and 1952 and the Licensing Act 2003). No play, film or performance shall be shown or performed by the Hirer that may in any way be offensive to public feeling. The Academy shall not be liable for any infringement of a third party's intellectual property rights by the Hirer during the Hirer's use of a Facility.

Where premises are not licensed under the Cinematograph Acts no inflammable films or materials of any inflammable nature shall be used.

## 18. Noise levels, offensive language and disturbance

Hirers are responsible for ensuring that their function does not interfere with other activities within the building or site nor to cause inconvenience to the occupiers or nearby houses or property. Noise must be contained to reasonable level at all times and after 10.30pm no noise shall be audible in any of the neighbouring homes. No potentially offensive language is to be used.

## 19. Animals

Except in the case of trained guide dogs for the blind, therapy dogs and hearing dogs for the deaf, animals are not permitted on the school premises. The hirer is responsible for any damage caused by or clearing up after any trained guide, therapy or hearing dogs.

## 20. Areas of Hire

The Hirer may only use areas and entrances pre-agreed for use. This will include toilet and water facilities adjacent to the areas being hired. The school kitchen (if available) may not be accessed or used unless specifically pre-agreed as part of the hire. No part of the premises is to be used other than for the purpose of the premises requested.

Motor vehicles must not be taken on to the school playing field unless pre-agreed.

## 21. Public Safety

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

- a) Obstructions must not be placed in gangways or exits, nor in front of emergency or fire exits, which must be available for free public access and exit at all times.
- b) Fire-fighting equipment shall be kept in its proper place and only used for its intended purpose
- c) The fire brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Head teacher.
- d) The hirer is responsible for familiarising his/herself with the procedure for evacuation of the premises, the escape routes, assembly points, and shall be familiar with the fire fighting equipment available.
- e) Performances involving danger to the public shall not be permitted.
- f) Highly flammable substances should not be brought into, or used, in any part of the premises. No internal decorations of a combustible nature (e.g. polystyrene, cotton, hay etc.) shall be used without the consent of the Board of Trustees.
- g) No unauthorised heating appliances shall be used on the premises.
- h) All electrical equipment brought into the building shall be subject to regular PAT testing and certification provided in evidence. The intention to use any electrical equipment must be notified on the hire application form. The Board of Trustees disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment.
- i) Adequate supervision must be provided to maintain order and good conduct and, where applicable, the hirer must adhere to the correct adult/child ratios at all times when these are specified for particular activities.

Approved: October 2021

To be reviewed: October 2024