

ANY AND ALL CHANGES TO THIS FORM MUST BE SIGNED OFF BY HEARTS FINANCE DEPARTMENT



HEARTS ACADEMY TRUST

**HEARTS Academy Trust
APPLICATION FOR HIRE OF SCHOOL PREMISES**

Part one: ACCOMMODATION REQUIRED (to be completed by the school business manager)

Name of School:

Facilities required:

Part two: HIRER and LETTING DETAILS (to be completed by the applicant)

Name of Hirer:

Full Postal Address:

.....

Telephone Number: Email address:

Name of Organisation:

Activity of Organisation:

Dates of Hire:

Start day: End day:

Frequency of use:

Start time: Finish time:

(Please allow time for preparation and clearing up)

Fee (specify rate per hour or per session): £.....

Will any children (persons under the age of 18) or adults at risk be on site as a results of this letting?

YES / NO (delete as appropriate)

Details of any of the hirer's equipment or property to be brought on site

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Details of any food, refreshments, or goods to be brought onto the premises or sold

.....

Details of any performances of dramatic or musical work and the intended use of sound recordings

.....

Details of any alcohol to be brought on site (only with prior, written approval of the Head of School)

.....

Part three: DECLARATION

HIRER (to be completed by the applicant and returned to the Premises Manager with all necessary documentation)

1. I declare that I am over 18 years of age and that the information provided on this form is correct.
2. I declare that I have read and understood the terms and conditions of hire which form an integral part to this agreement and by signing below I accept and will comply with these terms and conditions.
3. I understand that this booking is for a fixed period and that academy events take precedence over this booking. The booking is therefore subject to cancellation at any time although the academy will endeavour to give as much notice as possible.
4. I have enclosed all the items on the safeguarding checklist if the letting involves children or adults at risk.
5. I confirm that a minimum of two responsible adults will be on the premises at all times during the letting, and that an adult:child ratio relevant to any activity or sport will be observed.
6. I confirm adequate and appropriate insurance cover is in place and enclose a copy of public liability insurance.
7. I confirm that I have completed the health and safety induction with the Premises Manager.
8. I confirm that I will amend and distribute a copy of the letter provided to me by the Premises Manager to all site users associated with my letting.

Signature of Hirer:

Name in full: Date:

SCHOOL (Section A or B to be completed by the Head of School/Premises Manager)

A I APPROVE this application and can confirm that:

- 1. I reviewed and am satisfied with the safeguarding evidence provided**
- 2. A health and safety induction has been carried out with the applicant**
- 3. The applicant has suitable public liability insurance in place**

Signature of Head of School/Premises Manager:

.....

Name in full: Date:

Or

B I DO NOT APPROVE this application because

.....
.....

Signature of Head of School/Premises Manager:

.....

Name in full: Date:

HEARTS ACADEMY TRUST: TERMS AND CONDITIONS (LETTINGS)

Application

1. The hiring of academy premises is permitted only on the terms and conditions set out below.
2. The "Hirer" who must be 18 years of age or over, shall be the person signing the letting agreement and will be personally responsible for ensuring all the terms and conditions of the letting are adhered to.
3. All lettings must be approved by the Academy Trust and evidenced as such by the signing of the letting agreement by the assigned officer of the Academy school. A signed copy of the agreement should be sent to the Hirer.
4. Failure by the Hirer to comply with any of the terms and conditions, whether intentional or not, may result in immediate cancellation of the letting or series of lettings
5. If the Hirer will not be onsite during the letting he/she must nominate at least one person who will be on site during the period of the actual hiring to ensure that the prescribed conditions are met. This person must be identified and must make her/himself known to the Premises Manger or her/his representatives at the start of the letting.
6. Lettings will not be made to any organisation or group with an unlawful or extremist background.
7. The hire 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.
8. The hirer may not sub-let the premises.
9. Announcements relating to the hire may only be made once the agreement has been signed by both parties.

Fees and Charges

10. The fee payable for the hiring shall be in accordance with the published Scale of Charges for the relevant academy premises which are reviewed on an annual basis. The academy reserve the right to alter these charges at any time.
11. Full payment is required in advance prior to a first let.
12. Regular lets will be invoiced on a termly or half termly basis in accordance with agreement made.
13. If a deposit is requested, it must be paid to the finance office at least one week prior to the let. Deposits are not normally refundable.
14. All fees must be paid within 30 days of the invoice date
15. Any excess charges levied due to a breach in the terms and conditions are payable within 5 days.

Use and care of premises

16. Hirers shall have access only to those areas covered by the agreement. Access to toilet facilities is included in the hire agreement.
17. All play areas, i.e. sports field and tennis courts, are strictly out of bounds to parents and siblings for health and safety reasons. It is the Hirer's responsibility to ensure that any parents/carers waiting to collect their children from an activity letting only wait in the designated area.
18. The premises must be vacated no later than the agreed finishing time of the let. The hirer must ensure their hire period allows for setting up and clearing away time.
19. The premises must be left in a clean and tidy state.
20. No use may be made of academy equipment without prior agreement. The use of any equipment must be indicated on the booking form, authorised by the Head teacher and used only for the purposes for which it was designed.
21. The hirer must not interfere with the fabric, fittings or contents of the academy premises in any way. Nails, tacks, screws or similar objects shall not be driven into, or adhesives fixed to walls, floors, ceilings, furniture or fittings and no decoration of any kind shall be fixed thereto.
22. Any equipment or furniture moved during the hire, must have prior permission from the premises manager of the school and must be replaced to its original position.
23. Permission must be sought in advance for any of the Hirers own property to be brought on the premises. Electrical equipment MUST comply with the code of practice for portable electrical appliance equipment and have a certificate of safety from a qualified engineer. Hirers may not bring equipment of an inflammable, explosive or dangerous nature on to the Academy premises. The academy does not accept any liability for the Hirers or their guests' property on the premises at any time during the letting.
24. Footwear likely to damage floors must not be worn.
25. Failure to adhere to any of the above conditions (16-23) may result in additional hire fees, or charges for reparation costs and/or other expenses incurred by a breach of the above conditions.
26. No pets/dogs (other than guide dogs) are allowed anywhere on the school site.
27. Noise must be kept at a reasonable level at all times during the letting.
28. The Academy operates a non-smoking policy in all its buildings, grounds, facilities, car-parks, sports pitches.
29. Food, refreshments or other goods may not be brought onto the premises or sold thereon except by prior written agreement.
30. Alcohol shall only be allowed on the premises with prior approval, which will not be granted if youth activities are taking place. Alcohol may only be sold on if a licence has been granted.
31. No photographs or images of the school premises may be used for external promotions in any form of media without the express written consent of the head teacher.
32. The Academy and its agents reserve the right of access to the premises at any time during the hire period

Health and Safety

The hirer is responsible for

33. Ensuring that the number of persons using the premises does not exceed that stated in the lettings agreement. Failure to comply with this condition will result in the immediate termination of the letting without refund.

34. The proper supervision of all persons on the premises and for organising safe admission and departure of such persons. No person under the age of 16 is allowed on the premises without a responsible adult to provide adequate care and supervision.
35. Obtaining familiarity of emergency and fire safety equipment, and abiding by the Fire procedures of the school. Hirers must sign the H&S checklist which forms part of the Hirers Induction pack to confirm understanding and acceptance of these procedures.
36. The prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits. The hirer must not interfere with or misuse any property of the Academy which is provided in the interests of health, safety or welfare. Hirers have a responsibility to ensure that all activities are safe and to safeguard their participants from avoidable harm.
37. Providing first aid facilities. Use of the academies first aid resources is not available.
38. Reporting any accidents, injuries, spillages or damage to persons or academy property to the premises officer on site and following this up in writing to the Academy business manager within 24 hours of the event.
39. All those attending are made aware of the fact that they do so in all respects at their own risk.

The Academy is responsible the provision of

40. Adequate means of escape in an emergency situation
41. Adequate heating, lighting and ventilation
42. Safe equipment and premises including
43. Designated washroom facilities to be inspected and cleaned prior to the start of the let.
44. Premises staff supervision /presence during the hire period available to call on for any site problems or defects to plant /equipment and to secure the premises at the end of the hire period.

Safeguarding and child protection

45. If a particular letting involves contact with the school's pupils, other young people under the age of 16, or adults at risk, then the hirer must provide the Academy with a copy of their **Safeguarding and Child Protection policy** and evidence that the appropriate policies and procedures are in place with regard to safeguarding children.
46. The hirer must also ensure that DBS checks are in place for staff and other individuals who will be working closely with children in accordance with government guidance.
47. Hirers are responsible for the safeguarding of all children for whom they are providing activities whilst on Academy premises. It is recommended that all young people are met at the designated location, escorted to their activity and returned to the designated area at the end of their activity for collection by their parents or carers. The hirer is responsible for supervising all children until they are collected by a responsible adult.

Insurance and Liability

48. The Hirer is required to have appropriate public liability insurance to cover all its 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.
49. The Hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.
50. The Academy will not be responsible for any injury to persons or damage to property arising out of the letting of the premises.

Licences and Copyright.

51. The hirer shall comply with all legal requirements concerning the consumption of alcohol, copyright and performing rights. The hirer shall be fully responsible for obtaining any licenses and other permissions required, providing that prior approval for such an application has been given by the Academy Headteacher.
52. The hirer shall indemnify the Academy Trust from and against all claims and demands arising from any breach or infringement of copyright.

Cancellations and terminations

53. Cancellation of the hire must be notified in writing to the Academy giving at least seven days' notice. In the absence of such written confirmation, the Hirer will still be liable for the full cost of the booking.
54. The Trust reserves the right to cancel or alter an agreed letting at any time without notice if the hirer fails to comply with the terms and conditions or for any other operational reason, but will endeavour to give as much notice as possible. In such circumstances either the fee paid in respect of this letting will be refunded or an alternative date offered. The Academy will not be responsible for any loss or expenditure that the hirer may have incurred in relation to this letting.