

# Lettings Policy and Procedures

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**Term of policy:** Every 3 years

**Approved by:** BoT 22.5.25

**Date ratified:** BoT 22.5.25

**Next Review Date:** Spring 2028

**Author:** M. Kennard, J Laverty, Finance

**Sources:** n/a

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**Consulted with JCC?** No

## Introduction

This policy replaces any previous policy and follows DfE regulations. All staff members of the Tithe Multi Academy Trust (MAT) are affected by and are expected to adhere to this policy.

As part of our commitment to meet the Public Sector Equality Duty (PSED) requirement to have due regard to the need to eliminate discrimination, advance equality of opportunity and foster good relations, we have carefully considered the impact of this policy on equality. The Trust will ensure that this policy is applied fairly to all employees and does not have a negative impact on students or staff with protected characteristics; race, sex, religion and belief, sexual orientation, age, disability, gender reassignment, marriage and civil partnership and pregnancy and maternity.

This policy takes account of the 'Nolan principles' the seven principles of public life which are the basis of ethical standards expected of public office holders:

- Selflessness
- Integrity
- Objectivity
- Accountability
- Openness
- Honesty
- Leadership

This policy is founded in the Trust's commitment to the development and maintenance of good behaviour and a positive and inclusive ethos for all members of the Tithe community. It reflects our commitment to safeguard children, as well to encourage diversity in all aspects of school life.

## **Foreword**

This policy is formulated by the Chief Financial Officer, in consultation with the Finance Manager and other staff, and is monitored by other members of the Audit and Risk Committee. The policy is subject to review every 3 years by the Chief Financial Officer and is subject to approval by the Board of Trustees. It reflects the Trust's commitment to encourage and reflect diversity across all aspects of the Trust.

### **1. Our Aim**

Tithe Academy Trust recognises that its premises are a valuable resource within the community and as such, welcomes the opportunity to enable other users to benefit from them. Being at the heart of our Community is one of our core values and promoting community use and access to our facilities is a way in which we can demonstrate this commitment. Any use of our facilities must not be detrimental to our staff or students or to the smooth running of the Trust.

By hiring our premises, we intend to:

- Ensure that educational use of the building is prioritised without prohibiting other users
- Maximise the use of the school for the benefit of the community
- Raise money to support the activities of the school

### **2. Booking Charges**

Facilities at the Tithe Academy Trust are hired on an hourly basis and include charges for setting up/locking up. The Hirers are required to vacate the facility promptly to allow the next session to start on time. We consider that we have set a competitive pricing structure taking into account the quality of provision, location and the associated maintenance and running costs of our facilities. Our funding agreement does not permit us to subsidise lettings although we shall endeavour to maintain this competitive pricing structure.

Normally prices will be reviewed annually and increased to reflect prevailing operational costs.

Hire Charges are shown on Appendix 1 along with criteria. Booking are not usually taken for less than 4 hours. Bookings are not normally taken for a Sunday.

Cleared funds must be received before the booking takes place, unless otherwise agreed with the Finance Manager. Bank transfers are the preferred method of payment; bank details available when required.

Cancellation charges are applied as follows:

- One month or more notice – full refund of fees less £50 administrative charge
- Less than one month but more than 7 days – 50% of fees paid
- 7 days or less – no refund

Where urgent and unforeseen circumstances arise, the Trust reserves the right to cancel lettings without notice. This might be for example, where urgent maintenance is needed, health and safety reasons, unforeseen illness of the duty staff where alternative cover cannot be found or urgent Trust business. In such circumstances, every effort will be made to reschedule the let. Failing this, a refund will be offered. We will do our very best to avoid cancellations of any kind.

### **3. Insurance**

The Trust holds adequate Employers, Public Liability and Buildings & Contents insurance cover. Hirers will be expected to provide evidence that they hold adequate Public Liability Insurance.

The Hirer may apply to the Trust for details of cover which may be available at an additional cost. If any proposal for this insurance is accepted, the Policy will only cover the person shown on the Hire Agreement.

All costs will incur an additional 7% charge for Public Liability Insurance unless a valid PLI certificate is held by the hirer. Proof must be shown at time of booking.

The Trust recognises that Harrow Council may from time to time request the use of school premises as a Polling Station. Charges for such use will be by negotiation between the Trust and Harrow Council.

#### **4. VAT**

The lettings of our facilities are exempt from VAT.

#### **5. Booking Arrangements**

Enquiries for bookings are handled by the Finance Department. Until a deposit and the booking form are received, the booking remains provisional. Facilities must be booked and payment made in advance.

Please refer to the Lettings Application Form (Appendix 2 and 3) and our Conditions of Use documentation (Appendix 4).

We will advise you the name and contact number for the Site Supervisor on duty.

#### **6. Management Responsibilities**

The Trust is committed to providing a safe and secure environment for all its users and we expect our users to comply with relevant health and safety legislation, no smoking or vaping regulations, fire evacuation procedures and where necessary to carry out appropriate risk assessments. Where Trust staff are providing services directly to groups, they will be suitably qualified, competent in the activities they are engaged in and have appropriate DBS checks (renewed every three years).

No use will be permitted that may compromise the security of the Trust or that might adversely affect our reputation. Furthermore, the Trust will not permit any activity that they believe does not maintain an adequate level of care for those taking part. All hirers working with children and young people under the age of 18 will be required to demonstrate in writing that only suitably vetted people are on site. This is especially important with any letting which may overlap with our school day and the presence of our students on site. All necessary precautions will be taken to ensure that the security of students at the Trust is maintained.

#### **7. Relationship to other policies**

This policy should be read in conjunction with the equal opportunities policy, health and safety policy and the curriculum policy.

#### **8. Roles and responsibilities of the CEO, Headteachers, other staff and Trustees**

The Board of Trustees, with advice from the CEO and CFO will:-

- Balance the desire to generate income against the desire to support “worthy” groups within the community. Agree the criteria (Appendix 1) to be used when deciding which groups are to be allowed to use the premises and consider requests for bookings against those criteria.
- Ensure that use by external organisations does not degrade the standards of the facilities
- Consider issues of political balance
- Consider the implications of all requests received for health, safety and security of students and staff

- Consider the implications for workload of all staff of any decisions it makes

The Trustees recognise that it would be impossible for them to personally vet every applicant/organisation who may wish to use the Trust premises and accordingly delegates authority to accept bookings to the following persons:

Headteachers  
CFO

The Headteachers will:

- Establish a central booking system to include a booking form, and Safeguarding procedures (Appendix 4/Section 12) which must be followed at all times.
- Apply the criteria agreed by the Board of Trustees, and consult the Audit and Risk Committee if necessary, when a prospective letting does not meet them or where there is a potential conflict of interest

The Headteachers delegate the Management of Lets to the CFO.

#### 9. Arrangements for monitoring and evaluation

The Audit and Risk Committee of the Board of Trustees will receive reports from the CFO on an annual basis of the schedule of use of the schools outside of the school day, the number of groups involved and the net profit from such activities.

Issues that required intervention by the CFO will be noted, together with the action taken and the outcome. The Committee will consider whether the additional use of the Trust premises is achieving the purposes set out at the start of this policy.

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| <b>Appendix 1</b> | Hire Charges  |
| <b>Appendix 2</b> | Letting Application Form (Part 1)   |
| <b>Appendix 3</b> | Public Liability and Insurance Details (Part 2)   |
| <b>Appendix 4</b> | <p>Terms and Conditions of Hire of Trust Facilities</p> <ol style="list-style-type: none"> <li>1. General Conditions</li> <li>2. Duty Site Supervisor Responsibilities</li> <li>3. Health and Safety</li> <li>4. Public Safety Conditions</li> <li>5. Fire Alarms</li> <li>6. Smoking/ Vaping</li> <li>7. Car Parking</li> <li>8. Accommodation used for Lets</li> <li>9. Harrow Inspection Unit (Under 8s team)</li> <li>10. Application by External Organisations Providing Activities for Children and Young People</li> <li>11. Safeguarding Arrangements and Conditions</li> <li>12. Copyright and Public Performances Licences</li> </ol> |

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| <b>Appendix 1</b> | <b>Hire Charges</b> |
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| <b>Rooks Heath School - Room</b>   |  |
| <b>School Hall (200 person capacity seated)</b>  | £110 per hour  |
| <b>Dance Studio</b>  | from £40 per hour  |
| <b>Gyms</b>  | from £40 per hour  |
| <b>Standard Classroom*</b>   | £17 per hour   |
| <b>Theatre</b>   | From £85 per hour  |
| <b>Studio</b>  | From £175 per day (8 hours), or from £100 per half day (4 hours) |
| <b>Car Park</b> <i>(if hired independently, otherwise included in lettings)</i>                            | Given on request   |
| Technical support if required is extra (chargeable according to requirements). Set up time is £30 per hour |  |
| <b>Earlsmead Primary School - Room</b>   |  |
| <b>School Hall (80 person capacity seated)</b>   | £75 per hour   |
| <b>Standard Classroom*</b>   | £17 per hour   |
| <b>Playing Fields</b>  | £40 per hour   |
| <b>Car Park</b> <i>(if hired independently, otherwise included in lettings)</i>                            | Given on request   |

\*For standalone lettings, a minimum of two classrooms must be hired.

**Please note: no catering facilities available on our premises.**

Lettings Criteria:

- Recognised community groups
- Recognised educational groups
- Enhanced DBS evidence – subject to 3 year renewal
- Safety of students, staff, hirers, visitors, site
- Environmental impact
- Financial viability

This list is not exhaustive or exclusive.

### **The Jubilee Academy**

The TJA building is not currently suitable for lets but will be considered on a case-by-case basis.

The Tithe Academy Finance Team can be contacted on 020 8422 4675 or email

[finance@rooksheath.harrow.sch.uk](mailto:finance@rooksheath.harrow.sch.uk), [finance@earlsmead.harrow.sch.uk](mailto:finance@earlsmead.harrow.sch.uk) or [finance@thejubileeacademy.onmicrosoft.com](mailto:finance@thejubileeacademy.onmicrosoft.com).

The Trust will consider for a nominal fee and prior approval the use of banners. Banners are at the Hirers' own risk and Tithe Academy is not responsible if banners are lost, stolen or damaged in any way.

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| <b>Appendix 2</b> | <b>Letting Application Form (Part 1)</b> |
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| <b>DETAILS OF HIRER</b>  |  |  |
| Name of organisation:  |  |  |
| Registered address<br><i>(for invoice purposes):</i>   |  |  |
| Contact name:  |  |  |
| Contact address <i>(if different from above):</i>  |  |  |
| Phone number(s):   |  |  |
| Email address:   |  |  |
| Copy attached of your organisation's safeguarding policy & evidence of up-to-date DBS checks<br><i>(see Appendix 4, 11.2.6).</i> |  | Yes <input type="checkbox"/> No <input type="checkbox"/> |

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| <b>DETAILS OF ROOM HIRE</b>                            |         |           |
| Nature of function:                                    |         |           |
| Area / rooms to be let:                                |         |           |
| Date(s) required                                       |         |           |
| Times required<br><i>(from set up to departure)</i>    |         |           |
| Expected numbers on site:                              | Adults: | Children: |
| If you require tables / chairs, please advise numbers: | Tables: | Chairs:   |
| Details of your own equipment you will bring:          |         |           |

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| <p>DEPOSIT DUE ON RECEIPT OF INVOICE IN ORDER TO SECURE BOOKING;      £.....</p> <p>This letting is subject to the terms and conditions set out in our 'Hire of Trust Premises – Terms &amp; Conditions of Use (Appendix 4). By signing this Booking Agreement, the hirer agrees to be bound by these terms.</p> <p>Signed by the Hirer: ..... Date: .....</p> <p>PRINT NAME: .....</p> |  |
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| 1.  | Public Liability  | Insurance  |
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|     | Do you require Public Liability Insurance?  |  |
| 1.1 | <p>If you do not have valid PLI cover, the premium charged will be 7% of the agreed hire charge. This will be applied to your total invoice amount.</p> <p>PLI indemnifies the hirer in respect of their legal liability for accidental bodily injury, illness or disease to third parties or accidental loss of or damage to third party property arising out of the Hirer's activities. For example, if the Hirer negligently damages the building that they have hired then this policy would provide cover in respect of the cost of repairs to the property (less any excess). This may arise from a claim from the Trust.</p> <p>In addition, if someone trips and sustains an injury and it is proven that the Hirer has acted negligently, then this policy would provide cover in respect of a claim made for compensation. Insurance cover is provided by the ESFA RPA arrangement.</p> | <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> |
| 1.2 | <p>If no, you must attach a copy of your organisation's Public Liability Insurance (PLI) Certificate to this document</p> <p>Indicate date your PLI expires</p>   | <p>Copy attached Yes <input type="checkbox"/></p> <p>Expiry Date:</p>  |

| 2.  | Insurance   | Details |
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|   | The Trust has effected a Policy of Insurance in respect of the use of the accommodation which subject to its terms and conditions applies (inter alia) to:  |         |
| 2.1   | The legal liability of ourselves in respect of claims by Third Parties (other than our employees) for injury or damage occurring during and in direct connection with the event for which we have permission to use the premises.   |         |
| 2.2   | The contractual liability of ourselves for accidental damage to the premises and contents or the property, the Trust in accordance with the terms and conditions for the use of Trust premises.   |         |
| 2.3   | Where public liability insurance has been requested from the Trust, the Trust agrees to effect a policy which complies with the above requirements, provided that immediate notice in writing shall be given to the Board of Trustees of any accident, damage or claim and that no admissions, negotiations or repudiations shall be made to any third party. |         |
| <p>I hereby agree to indemnify and keep indemnified the Board of Trustees and the Trust from and against all loss, damage, costs, claims, demands, expenses or charges which the Board of Trustees or Trust may sustain or incur relating thereto, insofar as the same are not covered by the said or any other policy or insurance effected by the Trust or the obligation to give notice if any accident, damage or proceedings as aforesaid is not fulfilled by us and to pay to the Board of Trustees and Trust on demand all such sums as may be payable by reason of this indemnity.</p> <p>Signed by the Hirer: ..... Date: .....</p> <p>PRINT NAME: .....</p> |   |         |

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| <b>Appendix 4</b> | <b>Hire of Trust Facilities - Terms and Conditions of Use</b> |
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| <b>1.</b> | <b>General Conditions</b>  |
| 1.1       | The Hirer must be over the age of 18 years; have completed the Lettings Application Form (Appendix 2), have adequate Public Liability Insurance cover in place (see Appendix 3) and have paid the required charges.  |
| 1.2       | The Hirer is required to include preparation time and clearing-up time on the Application Form. Trust premises are generally unavailable for hire during normal term time Trust hours or later than 10pm. This may be extended to 11pm on Friday and Saturday evenings. All other times are by negotiation. The Trust is not available for hire on Bank Holidays or between 24th December and 2nd January. Bookings are not normally taken for a Sunday. |
| 1.3       | The Hirer, on arrival, should report any damage, litter or disorder immediately to the Site Supervisor on duty.  |
| 1.4       | The Hirer is responsible for ensuring the number of people on site during the period of hire does not exceed the number given on the Letting Application Form (Appendix 2).  |
| 1.5       | The Hirer is responsible for leaving the premises hired in a clean, neat and tidy condition.   |
| 1.6       | The Hirer, on arrival, should report any damage, litter or disorder immediately to the Duty Site Supervisor.   |
| 1.7       | The Hirer is responsible for the area of the premises hired and access and exit routes for the period of hire. The Hirer shall not assign or sublet the premises or any part of the premises.  |
| 1.8       | The Hirer is responsible for ensuring that the let finishes promptly. The Trust will charge for the extra costs incurred for any delay.  |
| 1.9       | All publicity for the hiring and all admission tickets etc. shall explicitly contain the name and address of the Hirer and the purpose of the event. Notices can only be displayed within the Trust site with the Trust's prior agreement. The Hirer is requested to inform the Trust in advance if the media is expected.   |
| 1.10      | The Hirer agrees to pay the Trust on demand the cost of repairs or making good any loss or damage arising out of or incidental to the hiring.  |
| 1.11      | No intoxicating liquor shall be included in the refreshments available at any functions without the Trust's written consent. No intoxicating liquor may be sold at an event without the necessary licences and approvals, which must be produced by the Hirer and shown to the Trust in advance.   |
| 1.12      | Parking is permitted in the car park (5 mph speed limit). Vehicles must not be parked where they would cause an obstruction. The Trust cannot accept liability for valuables or possessions that are lost or damaged in any way on or off Trust premises.  |
| 1.13      | When classrooms are hired, the Hirer is responsible for ensuring the Tithe Academy pupils' property; work or equipment is not interfered with in any way.  |
| 1.14      | Regular hirers of classrooms or sports facilities are assumed to attend each week and must notify the Trust of any absence without delay by contacting the Finance Department on 020 8422 4675. A charge is levied whether or not the facility is used.  |
| 1.15      | All furniture should be returned to its original position at the end of the let.   |
| 1.16      | The Trust prohibits the use of fireworks.  |
| 1.17      | No candles are permitted on site.  |
| 1.18      | Authorised Officers of the Trust may enter the premises at any time for any reason during the let.   |
| 1.19      | The Trust may terminate the letting if the Hirer fails to comply with the Conditions of Hire or with Fire and Health and Safety regulations.   |
| 1.20      | Any event deemed to bring the Trust's good name into disrepute can be cancelled at any time by the Trust.  |
| 1.21      | The hirer is responsible for carrying out a risk assessment. The Trust may require the hirer to provide a copy of this assessment to the Site Supervisor.  |



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| 1.22 | Should the hirer need to call the emergency services during a let the Duty Site Manager must be informed.  |
| 1.23 | The Trust code of conduct for staff forbids employees from accepting cash from individuals or organisations. No offers must be made to Trust staff as refusal to accept may cause offence. Any small gifts of appreciation may be passed to the appropriate member of staff via the Finance Department.                          |
| 1.24 | The appropriate hire charge includes the use of any fixed stage lighting. No adaptations may be made to any part of the electrical installations without the previous consent in writing from the Trust, and no additional staging, curtaining or scenery may be erected without the previous consent in writing from the Trust. |
| 1.25 | No food is allowed on the premises without the previous consent in writing from the Trust.   |
| 1.26 | In the event of a hirer being dissatisfied with the facilities or service, the Trust will investigate in line the Complaints Policy.   |

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| <b>2.</b> | <b>Duty Site Supervisor Responsibilities</b><br>The Site Supervisor on duty is responsible for making sure before and at the end of the letting that:   |
| 2.1       | The premises are open at the agreed time as stated on the application form or subsequently approved by the Trust.   |
| 2.2       | Rooms to be hired are unlocked and checked to ensure a safe and satisfactory condition for the organisation to hire. Hirers are shown facilities such as location of toilets, light switches, and fire extinguishers.             |
| 2.3       | Fire / evacuation procedures are explained, and the location of fire exits shown and the location of the Assembly Point.  |
| 2.4       | In the event of an emergency, appropriate assistance (e.g., ambulance) is summoned. In the event of a fire alarm being triggered, ensuring that all persons follow evacuation instructions in clearing the buildings              |
| 2.5       | Security of the site is maintained while the letting is taking place, ensuring that the site is patrolled and entrances in use are monitored. All other entrances are secure and made suitable for means of escape purposes only. |
| 2.6       | Premises are checked before and at the end of the letting for damage, and to ensure a clean, neat and tidy condition.   |
| 2.7       | Where the same accommodation is hired by more than one group on the same day, to ensure that the accommodation is checked in between each letting.  |
| 2.8       | As far as practical, that users of the site do not behave in a manner likely to cause injury to themselves or others or result in damage to the building or its contents.   |
| 2.9       | The Duty Site Supervisor will remain on site for the duration of the letting.   |
| 2.10      | No aspect of these Terms and Conditions of Use are changed, and cannot be changed by the Site Supervisor.   |
| 2.11      | The Duty Site Supervisor will do their best to ensure your event runs smoothly and will treat you with respect and courtesy. We ask that our staff are treated in the same way.   |

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| <b>3.</b> | <b>Health and Safety</b><br>The event organisers are required to take all necessary and appropriate action to ensure that the requirements of all relevant legislation, codes of practice and guidelines are met in full at all times, specifically: |
| 3.1       | Be aware of the basic requirements of the Health & Safety at Work Act 1974 and any other health and safety legislation and codes of practice relevant to the work of the Trust.  |

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| 3.2 | As the Hirer you have a legal responsibility and duty of care to ensure your own and others safe working conditions for the health, safety and wellbeing of users of Trust premises and facilities.   |
| 3.3 | Ensure safe working practices and procedures throughout the Trust, including those relating to the provision and use of machinery and other apparatus.  |
| 3.4 | Arrange systems of risk assessment to allow the prompt identification of potential hazards.   |
| 3.5 | The Hirer is responsible for arranging first aid provision for the period of hire.  |
| 3.6 | The Hirer must arrange for an adequate number of responsible stewards to be present throughout the period of hire to assist in the preservation of order. At no time during the hiring may the number of persons present exceed the maximum stated in the Lettings Application Form (Appendix 2). Failure to comply with this condition may result in the let being terminated. |
| 3.7 | Permission to use the premises will not be granted if, in the opinion of the Trust, it is likely that the let would create unreasonable disturbance or inconvenience to the residents in the neighbourhood or would interfere with any existing occupations or Trust activity. Hirers are requested to respect the Trust's neighbours' rights.                                  |

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| <b>4.</b> | <b>Public Safety Conditions</b><br>All conditions attached to the Let/Hire agreement and the Trust's Health and Safety Policy will be strictly observed. A copy of this Policy is available from the school website. 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: |
| 4.1       | Obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be available for free public access and exit at all times.   |
| 4.2       | Firefighting apparatus shall be kept in its proper place and only used for its intended purpose.   |
| 4.3       | In the event of an alarm the Duty Site Supervisor will deal with the location of the alarm and determine the cause. It is the Hirer responsibility to evacuate their people and ensure that no one re-enters the buildings until they have received the 'all clear' from the Duty Site Supervisor.   |
| 4.4       | The Hirer is responsible for familiarising themselves with the procedure for evacuation of the premises, the escape routes, assembly points and shall be familiar with the fire-fighting equipment available.  |
| 4.5       | The Hirer shall take account of their own lack of familiarity with the layout of the premises.   |
| 4.6       | All responsible staff shall be made aware of emergency procedures for fire, first aid and accidents, ensuring that the fire safety provisions and the duties of other responsible persons within the premises are known to all users of the site. The Hirer is responsible for communicating this information to anyone attending the event or activity.                         |
| 4.7       | The fire brigade shall be called in the event of fire and the CFO and Headteacher will be informed immediately.  |
| 4.8       | Performances involving danger to the public shall not be permitted.  |
| 4.9       | Highly flammable substances shall 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 undertaken or erected without the consent of the CFO.   |
| 4.10      | No latex materials, including balloons, may be brought onto the premises.  |
| 4.11      | No unauthorised heating appliances shall be used on the premises.  |
| 4.12      | All electrical equipment brought onto the premises 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.              |

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| 4.13 | Adequate supervision must be provided to maintain order and good conduct with an adequate adult/pupil ratio to suit the needs of those involved in any activity. |
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| <b>5.</b> | <b>Fire Alarm</b>  |
| 5.1       | When the Fire Alarm sounds, leave the building with your visitors by the nearest exit and assemble in the meeting point that the Duty Site Supervisor has advised. Use your register to determine whether all visitors are accounted for. Advise the Duty Site Supervisor accordingly. |

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| <b>6.</b> | <b>Smoking/Vaping</b>   |
| 6.1       | <b>NO SMOKING OR VAPING</b> – Please note that Tithe Academy has a <b>NO SMOKING OR VAPING</b> Policy. This applies to both inside and outside the building and includes e-cigarettes and vaping. We require all visitors to respect this policy. |

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| <b>7.</b> | <b>Car Parking</b>   |
| 7.1       | The Hirer is responsible for providing sufficient adults to supervise the parking and traffic movement of vehicles on site. Cars shall not be parked so as to cause obstruction at the entrance to, or exits from, the school. All roadways must be kept clear and any “No parking” or “Keep Clear” signs must be respected. In particular the Hirer must ensure that access to the school by emergency vehicles is not obstructed or delayed. Car Parking is only allowed in the allocated car parking spaces. Drivers entering school premises do so at their own risk and vehicles parked on our premises are at your own risk. |
| 7.2       | The Trust respectfully requests that visitors/parents/carers refrain from entering school premises by car when the let involves children/young people unless essential e.g., for leaders to unload equipment etc. Any drivers who enter the school premises <b>MUST</b> exercise extreme caution and drive extremely slowly.   |

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| <b>8.</b> | <b>Accommodation used for Lets</b>  |
| 8.1       | We are very happy for you to re-organise the room you use for Classes or Meetings, but you must return the room to its original layout when you leave   |
| 8.2       | If you use a Whiteboard you must use the correct Whiteboard Marker and clean the area after use.  |
| 8.3       | Do NOT write on the interactive whiteboards.  |
| 8.4       | The premises must be left in a clean and tidy state and any Trust equipment returned after use. (A charge for additional cleaning or any loss or damage to property arising out of the hire may be levied for misuse or abuse of the premises). |
| 8.5       | If you open a window, please remember to close it.  |
| 8.6       | When the session is over – please vacate the room(s) and car park as soon as possible. Please contact our Duty Site Supervisor who will offer assistance.   |
| 8.7       | Our Duty Site Supervisor is available during the whole time you are on our premises and will regularly patrol the corridor and car parking areas.   |

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| <b>9.</b> | <b>Harrow Inspection Unit (Under 8s team)</b>   |
| 9.1       | Guidelines about the registration of day care.<br><br>The legislation for the registration of day care is set out in the Children Act 1989. If you have children under 8 who attend classes run by your organisation and they are in your care in non-domestic premises |

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|  | for 2 hours or more per day you must by law be registered. To apply for registration please contact the Registration and Inspection Unit on 020 8424 1948 between 9am and 11am on weekdays and speak to the Duty Officer. |
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| <b>10.</b> | <b>Applications by External Organisations Providing Activities for Children and Young People</b>   |
| 10.1       | To ensure that all organisations using the premises comply with the guidelines recommended by the Department for Education (DfE), requirements are detailed below which we expect all organisations to be able to answer and provide evidence of, where requested. |
| 10.2       | The point of contact for access to the file of professional and character references of all staff having contact with children and young people.   |
| 10.3       | A Child Protection Policy which includes specific arrangements for dealing with the event of a child not being collected after the activity finishes.  |
| 10.4       | A record of appropriate qualifications and registrations held by staff.  |
| 10.5       | Registration details with an appropriate registered body as applicable.  |

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| <b>11.</b> | <b>Safeguarding Arrangements and Conditions</b><br>Information to Hirers   |
| 11.1       | The allocated premises may only be used for the event/purposes described on the Lettings Application Form (Appendix 2).  |
| 11.2       | The Hirer is responsible for the behaviour and safety of all persons on the premises for the duration of the let and for ensuring that all activities take place in a safe manner. The Hirer must:   |
| 11.2.1     | Ensure parents/carers drop students off safely for classes, etc. and then leave the school site as soon as possible.   |
| 11.2.2     | Supervise all students/visitors at all times during the period of the let and ensure that any persons are restricted to the area hired for the class/event.  |
| 11.2.3     | Report strangers or any Health & Safety risk to the Site Supervisor on duty immediately.   |
| 11.2.4     | Keep a register of all students/visitors on site.  |
| 11.2.5     | Undertake regular risk assessments of activities including the adequacy, suitability and safety of all equipment brought onto the premises and supply a copy to the Lettings Officer at Rooks Heath School or Finance Officer at Earlsmead Primary School on an annual basis.            |
| 11.2.6     | Provide a copy of their organisation's safeguarding policy and evidence of up-to-date DBS checks, which must be renewed every 3 years, for any and all adults supervising or working with children under 18 years or vulnerable adults (this includes volunteers as well as paid staff). |
| 11.2.7     | Ensure that all staff/volunteers are appropriately qualified for the nature of the activities taking place.  |
| 11.2.8     | Ensure student wellbeing is maintained at all times.   |
| 11.2.9     | Ensure that door codes remain confidential and not disclose to children / visitors.  |
| 11.3       | The Headteacher or their representative may refuse admission to any person without giving any reason and may similarly ask any person to leave the premises.   |

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| <b>12.</b> | <b>Copyright and Public Performances Licences</b>   |
| 12.1       | The requirements in connection with the issue of licences for public dancing, music or any public entertainment must be strictly fulfilled. A Hirer who is organising entertainment for children must have regard to the requirements of Section 12 of the Children and Young Persons Act 1993. |

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| 12.2 | No musical works in the repertoire of the Performing Rights Society may be performed in public on the premises except on payment to the Society of the appropriate fee. It is the responsibility of the Hirer to ascertain whether works to be performed are in the repertoire of the Society. A list may be obtained from the Secretary of the Performing Rights Society Ltd., 41 Streatham High Road, SW16 1ER.   |
| 12.3 | No lecture, play or opera, drama, musical or other work in which copyright subsists shall be delivered or performed on the premises unless the consent of the owner of the copyright has been previously obtained. No performance of any recording no disc or tape etc., in which any copyright subsists shall be given on the premises unless the previous consent of Phonographic Performance Ltd has been obtained by the Hirer. The Hirer must make their own enquiries as to the existence of any copyright. |
| 12.4 | The Hirer shall indemnify and keep indemnified the Academy from and against all costs and claims and demand, which may be made for any breach or infringement of copyright  |