



CEDARS ACADEMY

EXTERNAL LETTINGS POLICY

JUNE 2020

FOR REVIEW: JUNE 2022

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INTRODUCTION

The Governing Body regards the Academy 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:-

1. Academy lettings.
2. Types of Agreement
3. Governance
4. Administrative process
5. Letting Requirements.

1. DEFINITION OF AN ACADEMY LETTING

A letting may be defined as “any use of the Academy premises (buildings and grounds) by either individuals, not for profit organisations, or a commercial organisation”. A letting must not interfere with the primary activity of the Academy, 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 Academy staff, fall within the corporate life of the Academy. Costs arising from these uses are therefore a legitimate charge against the Academy’s delegated budget.

This use of the Academy 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 an Academy 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 (e.g. between Academy and other 3rd parties), a responsible identified lead (if not the Academy) is to be established who takes full responsibility for leadership, finance, lettings application, safeguarding and all aspects of risk management between all parties.

2. TYPES OF AGREEMENT

There are two basic types of Agreement that are envisaged for typical Academy lettings. It is suggested that these standard types of agreement will cover the types of issues outlined above and cover the majority of scenarios.

1. Academy Letting Agreement

This is expected to cover the hire of rooms for occasional use of space that is also shared with other users, e.g. use of Academy halls etc. It can also be used when a third party is using space more intensively, e.g. they have full use of some rooms but the Academy retains control of access to the buildings, i.e. the third party is dependent on the Academy as key holder to the Academy sites.

Generally the Academy should:

- ensure that the terms and conditions are attached to the Agreement, all the blanks are filled in and it is signed prior to occupation
- the Agreement should have an identity number so its issue can be traced and reduce the risk of standard forms being copied and used without proper authority.
- The Agreements should only cover one term/holiday period at a time.
- The Academy would manage this process themselves.

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 Academy to it or of creating any tenancy between the Academy and the Hirer.

2. Formal 'Property' Agreement

This may be a lease or licence and would be required in a number of scenarios:-

- The Hirer is to have independent access to the rooms/building it wishes to use.
- The occupation is expected to be of a long term nature. The Academy could grant successive Academy Letting Agreements but if they are expected to last for a year or more it would be recommended that a Property Agreement is completed. There may be benefits to the Hirer or the Academy to have a longer term agreement to provide security and perhaps help gain external funding.
- The Hirer is to occupy a stand-alone building.
- The Hirer is providing a business use not linked to the Academy's educational role.

- The Hirer is expected to take on more responsibilities for its use, e.g. perhaps the level of repair, health and safety issues etc.

A Property Agreement would cover similar issues to that detailed in the Academy Letting Agreement but may raise different issues relating to the use, length of term and any special conditions that should be included. A Property Agreement may require the Academy's solicitors to be instructed to prepare the documentation. There may be legal and surveyor costs associated with this and the entire process is more involved and takes longer than an Academy Letting Agreement. Such costs would be recouped from the Hirer on an open book basis.

3. GOVERNANCE

Management and Administration of Lettings

The Principal is responsible for the management of lettings, in accordance with the External Lettings policy. Where appropriate, the Principal may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

If the Principal has any concern about whether a particular request for a letting is appropriate or not, they will consult with the Governing Body or a representative Committee which is empowered to determine the issue on behalf of the Governing Body.

A **risk assessment** must be conducted for each proposed letting.

4. THE ADMINISTRATIVE PROCESS

Those seeking to hire part of the Academy premises should approach the Headteacher (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 policy) 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 whether to proceed with a letting a confirmation letter and **a letting approval form** 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 **will not** take place until the signed agreement has been returned to the Academy. 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.

The Hirer must give their full details with the agreement in their name, including their permanent private address (for individual lettings) or named senior personnel, contact details, full business address and any registered Charity/Company registration numbers.

No letting should be regarded as "booked" until the written agreement has been signed by both parties, any full payment is received 7 days in advance and approval has been given by the relevant person on behalf of the Academy.

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.

5. LETTING REQUIREMENTS

- Prior to a letting request, reference should be made to the hiring conditions on pages 6 – 8.
- If the hirer is satisfied that they will be able to comply with all of the hiring conditions then they should submit the 'Academy Premises Hiring Application form' on page 9.
- The supplementary form on pages 10 – 11 should be submitted with the application form.
- Once approved the hirer will receive a copy of the Approval form on page 12.
- If the hirer is looking to put on a drama production or performance, have live music or sell alcohol then a Temporary Event Notice (TEN) must be applied for. A guidance note on the procedure for obtaining a TEN can be found on pages 13 – 16.
- A standard scale of charges can be found on page 19.
- All potential hires must be risk assessed. A guide for how to carry out a risk assessment and a sample risk assessment form can be found on pages 21 to 23.
- A handy checklist has been provided on pages 17 – 18 as an aid memoir and provides a list of items to consider/do 'before a letting' and 'on the day of the letting'.
- A safety checklist is provided on page 24 which must be completed before and referred to during the event.
- If the hirer is looking to use the Academy catering facilities, a guidance note and rules can be found on pages 25 and 26.
- If the hirer is looking to use special effects, a guidance note and rules can be found on pages 27 and 28.
- Rules' relating to hirer's using the sports fields can be found on page 29.



The Hirer should retain the Hiring Conditions and return the Hiring Application to the Head Teacher

ACADEMY PREMISES HIRING AGREEMENT – HIRING CONDITIONS

1. in this Agreement:
 - 1.1 “the Owners” in this agreement means Cedars Academy Trust
 - 1.2 “the Agent” means the Head teacher.
 - 1.3 “the Hirer” means the person signing the application form and in addition any organisation for whom he/she is stated in such form to be representing. The liability under this Agreement of such person and such organisation shall be joint and several.
 - 1.4 “the Academy Premises” means the above-mentioned Academy or any part of it

2. The Hirer shall:
 - 2.1 not permit more than the number of persons stated in the application form to be in the Academy Premises at any one time.
 - 2.2 not use the Academy Premises or the relevant part thereof other than for the purposes and at the times stated on the application form.
 - 2.3 accept that this Agreement is personal to the Hirer and any organisation which he/she represents and is not assignable and no other person or organisation shall be permitted to use or share the Academy Premises under the terms of this Agreement. It constitutes permission only to use the Academy Premises and confers no tenancy or other right of occupation on the Hirer.
 - 2.4 not permit any animals to be brought onto or kept on the Academy Premises.
 - 2.5 comply with and observe the Academy’s no-smoking policy on all parts of the Academy Premises including its grounds (not just in that part of the Academy Premises hired under this Agreement).
 - 2.6 indemnify and keep the Owners indemnified against all personal injury claims damage to the Academy Premises and/or damage or loss of any property on the Academy Premises occurring in relation to the hiring or while persons are entering or leaving the Academy Premises pursuant to the hire however and by whomsoever caused and shall obtain public liability insurance cover in a minimum sum of £5m for the period of hire. A copy of such insurance cover must accompany the application form and be submitted to the Agent at least 48 hours before the hiring.

The only exception to the above insurance requirement is if the Hirer is an individual person hiring for sole use, or a loose-knit group using the building for the benefit of the community. In these circumstances the Agent can exempt the Hirer from the need to have Public Liability insurance, providing risk management controls are in place.

For the loose-knit community groups a risk assessment must be completed by the hirer for the activity itself and submitted to the Agent with the application form.
 - 2.7 accept that the Owners shall not be responsible for any loss, theft or damage to any property arising out of the hiring nor for any loss, damage or injury which may be suffered by or be done or happen to any person using the Academy Premises during or in relation to the hiring arising from any cause whatsoever or for any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire,

government restriction, requirement of the Local Authority or Act of God which may cause the Academy Premises to be temporarily closed or the hiring to be interrupted or cancelled and the Hirer shall indemnify the Owners against any claim which may arise out of the hiring or which may be made by any person using the Academy Premises during or in relation to the hiring in respect of any such loss, damage or injury.

- 2.8 accept that the use of the Academy Premises is in common with the Owners and any other persons authorised by them and the right at any time to enter the Academy Premises and remain on the premises during the hiring is reserved to the Owners and the Agent.
- 2.9 shall ensure that at all times good order is kept on the Academy Premises.
- 2.10 not use Academy equipment without the Agent's specific consent. Any telephone calls on the Academy 'phone must be paid for unless they are genuine emergency calls.
- 2.11 accept that the Owners or the Agent may put a stop to any activity on the Academy Premises which in their opinion is not properly conducted or which may infringe the Hirer's obligations set out in this Agreement and shall be entitled to cancel the booking whether before or during the hiring without notice or refund of any fees paid.
- 2.12 ensure that no bolts, nails, screws, bits, pins, spikes or other objects are not driven into the fabric or furnishings of the Academy Premises nor shall any articles be affixed thereto.
- 2.13 ensure that no structural alterations whatsoever shall be made to the Academy Premises.
- 2.14 ensure that no footwear shall be worn which could damage the surface of any floor. Any marks from black shoes must be removed at the end of each hiring/session of use.
- 2.15 leave the Academy Premises in a clean and orderly state at the end of the hiring or each session of use.
- 2.16 ensure that all property brought onto the Academy Premises during each hiring is removed on the expiration of the hiring or each session of use. The Owners shall not be responsible for any property left behind and reserve the right to charge extra while it is on the Academy Premises.
- 2.17 ensure that no slogans, advertisements, flags, emblems or decorations shall be displayed outside the Academy Premises whether affixed to the same or free standing and the Hirer shall remove any slogan, advertisement, flag, emblem or decoration displayed inside the Academy Premises if in the opinion of the Agent it shall be unlawful, unseemly, libellous or expose the Academy Premises to an undue risk of fire or is likely to lead to a disturbance or is otherwise regarded as inappropriate.
- 2.18 ensure that no exits are blocked or chairs or obstructions are placed in corridors or fire appliances are removed or tampered with and the Hirer shall ensure that users of the Academy Premises are aware of the locations of emergency exits and fire-fighting equipment. The Hirer shall co-operate in fire drills from time to time. In the vent that any appliance is discharged, the hirer will be charged for the cost to refill or replace the discharged appliance.
- 2.19 ensure that any lights or other electrical apparatus which shall be connected to the electrical installation in the Academy Premises shall be properly insulated and fused and electrical plugs and sockets shall not be overloaded. All must be fully electrically tested and comply with the current Electricity at Work Regulations. No unauthorised heating appliances shall be brought onto the Academy Premises or used in them.
- 2.20 ensure that the playground is not used for parking other than with the specific consent of the Agent.

- 2.21 comply with all conditions attached to the Premises License or any other license held by the Academy. A copy of each such licence may be seen on application to the Agent and the Hirer shall be deemed to have had notice of all such conditions and shall indemnify the Owners against all losses, costs, damages and expenses resulting from any failure to comply with the same.
 - 2.22 strictly comply with all legal requirements regarding the sale and consumption of alcoholic liquor, the performing of plays and the exhibition of cinematograph films and shall not infringe any copyright subsisting under the Copyright Act 1956. The Owners or the Agent shall be entitled to require proof that the provisions of this clause have been complied with 48 hours before the hiring. All legal requirements of Gaming and Lottery legislation shall similarly be observed without infringement.
 - 2.23 ensure that all scenery and costumes used for stage performances and the like are fire-proofed.
 - 2.24 if the hiring includes the use of the Academy kitchen ensure compliance with all such conditions as the Owners or the Agent may prescribe at the time of the hiring.
 - 2.25 ensure that nothing shall be done on the Academy Premises which shall endanger other users or invalidate any insurance cover relating to the Academy Premises.
 - 2.26 ensure that any activities involving children comply with all relevant legislative, local Children's Services, local authority and OFSTED requirements as are appropriate including the necessity of obtaining CRB disclosure checks on all adults in attendance for the Hirer's activities when children are on the Academy Premises.
 - 2.27 ensure that payment is made by cheque to **Cedars Academy Trust** and sent to the Agent 7 days in advance of the hiring. The Hirer will have no right to use the Academy Premises until full payment is received. In the event of cancellation howsoever caused the question of any refund shall be at the absolute discretion of the Agent.
 - 2.28 comply with any guidance on acceptable/unacceptable behaviour produced by the Agent or other representative of the Owners and provided to the Hirer
 - 2.29 at all times during the hiring comply with the Academy's security fire and health and safety arrangements as brought to the Hirer's attention and ensure that any specific instructions in relation to site security are carried out in accordance with such instruction
 - 2.30 the Hirer must be responsible at his/her own expense for carrying out his/her own risk assessment with regard to the hiring
- 3 This hiring agreement may be terminated by either party giving to the other one month's notice in writing, such notice from the Hirer to be served on the Agent for the time being or his/her successor and such notice served by the Owners or the Agent to be served on the Hirer or the Hirer's representative at the address stated in the Hiring Application form (service by fax or email not being acceptable)

Notice to have immediate effect may be served by the Owners or the Agent in the event of mis-use, damage caused to property, fixtures and fittings or damage to persons or other fundamental breach of these terms and conditions.



ACADEMY PREMISES HIRING APPLICATION

To the Headteacher of the Cedars Academy Trust acting as the Owner's Agent:

1. I _____ of (address)

Registered charity/company no. _____

telephone number/s (daytime and evening) _____

hereby apply for the hire of the following parts of the premises of 'AN' Academy

from _____ am/pm on _____

until _____ am/pm on _____

for the purpose of _____

2. I agree to pay for such hire the following sums, namely:-

Hire charge _____ £ _____

3. Not more than _____ persons shall be allowed on the premises during the hiring.

4. I/we have read, understood and agree to observe and perform the Hiring Conditions, Supplementary Regulations & Third Party Rules for Catering attached to this application.

5. I enclose the following documents with this application and confirm that their contents are true, accurate and up-to-date:

- Risk assessment for our proposed activity.
- Evidence of public liability cover in a minimum sum of £5,000,000.

6. I/we confirm that I/we have seen evidence that carried out enhanced CRB checks have been carried out on all appropriate individuals responsible for the proposed activities and I am/we are satisfied that based on this information they do not present a risk to children.

7. This hiring is on behalf of _____ whose authority I have to bind them by signing this application on their behalf.

Signed _____

Dated _____

NOTE: All arrangements for use of the Academy Premises are subject to the Owners and/or the Agent reserving the right to cancel bookings when the Academy Premises are required for use by the Academy or are rendered unfit for the intended use howsoever caused.

The following section is supplementary to the above standard form issued

1. Do you intend to bring electrical equipment onto the Academy premises?

Please delete: **Yes / No**

If the answer is yes, you MUST be produce electrical test certificates to the Academy caretaker on the day of letting. Failure to produce the certificates will mean the equipment

cannot be used.

2. **The Academy does not hold a licence to sell alcohol.** If you intend to sell alcohol you must contact the Licensing Section at **Gateshead Council – 0191 4333000**, to apply for a Temporary Event Notice for this purpose. The completed application form **MUST BE** submitted to the Licensing Section no later than 10 working days before the day on which the event period begins. A copy of the approved Temporary Event Notice must be produced in advance to the Manager (or deputy) of the premises.

Do you intend to sell alcohol and apply for a Temporary Event Notice to the Licensing Officer?

Please delete: **Yes / No**

3. What is the age range of Users – Under 13 /13-18/ Over 18
4. **Kitchen / Dining Hall** - May we point out that if the user requires facilities for boiling water that only sinks, cookers, boilers or means of heating water may normally be used. If other catering facilities are required in the kitchen, arrangements will need to be made Academy's catering contractor direct. The contractor's cost will be invoiced direct to the hirer and the hirer must abide by the contractor's terms and conditions. If additional catering facilities are required please indicate the facilities required below:

5. **Special effects** – The use of special effects involving the use of pyrotechnics, smoke machines, dry ice, bomb tanks, fire arms and fireworks, lasers, strobe lighting or similar devices shall not be allowed without consultation with and prior written approval of the Licensing Section at **Gateshead Council – 0191 4333000**. A copy of the approval notification must be sent to Academy.

Do you intend to use special effects and apply for approval to the Licensing Officer?

Please delete: **Yes / No**

6. **First Aid provision:** Please note the Academy is unable to provide First Aid provision and therefore strongly advises that you make your own arrangements otherwise you may find yourself liable if someone is injured and adequate provision was unavailable.

7. Please give the name and address of the person who will be responsible for supervision during the whole period of the letting:

Please return this form to: The Business Development Manager, Cedars Academy Trust, Ivy Lane, Low Fell Gateshead, Tyne & Wear NE9 6QD. On receipt of this completed form

and payment in full of any fees due the Academy will send out a letter of confirmation for the booking.



ACADEMY PREMISES HIRING APPLICATION
APPROVAL FORM

UAN (Unique Approval Number): A/

To (the applicant) _____

Your application dated _____ to use _____

on _____ The sum of £ _____ has been received and approval given.

Signed: _____ Head teacher

Dated: _____

GUIDANCE NOTES WHEN AN APPLICATION FOR A TEMPORARY EVENT NOTICE FOR A LICENSABLE EVENT IS REQUIRED FROM 'A' COUNTY COUNCIL

Dated:

Cedars Academy Premises Licence

The Academy holds a Premises Licence. This licence authorises the carrying out of regulated licensable activities as follows:

Performance of plays - Monday to Sunday. The Premises shall not be open to the public in the connection with the performance of a play after 23.45 on any day.

Live Music – Monday to Saturday. Hours 12.00 to 24.00. Not licensed for Sunday & Christmas Day. (N.B. Gateshead Council, Legal Dept. confirmed we can play live or recorded music on Sunday for Production rehearsals as long as no public audience in attendance or ticket sales involved.)

Recorded Music - Monday to Saturday-same licence conditions as Live Music above.

Performance of Dance - Monday to Saturday-as Live Music above

Anything of similar description to live music, recorded music, & performance of dance Monday to Saturday-as Live Music above.

Provision of facilities for making music, dancing & entertainment similar to making music & dancing - Monday to Saturday-as Live Music above.

NOTE Except for Performance of Plays the premises are not licensed for Sundays & Christmas Day and therefore we would need to apply for a Temporary Event Notice.

Tombola / Raffle Prizes of Alcohol

A licence for the provision of alcohol is not required for alcoholic prizes as long as the associated event is not classed as licensable regulated entertainment as listed in the above section relating to the Premises Licence. The Xmas & Summer fairs are not classed as licensable regulated entertainment. **The Licensing Act 2003 also states that this exemption will not apply if;**

The alcohol is not in a sealed container.

Any prize is a money prize.

The tickets are sold at a different time than the time when the draw takes place.

The lottery is the main inducement to attend the event.

If these cannot be met then a Temporary Event Notice (T.E.N.) must be applied for from Gateshead Council.

(Therefore, if raffle tickets are sold prior to the date of the associated event and alcoholic prizes are included the event organiser must apply for a Temporary Event Notice.)

A talent or fashion show, dancing, music, plays, a quiz or anything that entertains a person is classed as a licensable activity and therefore a Temporary Event Notice (T.E.N.) application must be submitted to Gateshead Council Licensing section for the provision of alcohol in relation to tombola / raffle by the organiser of the event.

In cases where the PTA are organising the tombola / raffle at a Academy production or Academy organised event then a license is not required by the PTA as long as they sell the tickets in a separate area from the licensable activity and have complied with the Licensing Act 2003 exemption rules listed above, and the proceeds, after deduction of expenses, are applied by the PTA for purposes other than private gain. If the Academy is organising the tombola / raffle then the Academy must always apply for a Temporary Event Notice as this is deemed to be part of a licensable activity.

The sale of alcohol by retail

When alcohol is sold or included in the price of admission then a licence is *always* required for this activity. This would also include sale of alcohol by retail at PTA Xmas & Summer Fairs even though the event is not regulated entertainment i.e. mulled wine etc. A Temporary Event Notice (T.E.N.) must be applied for from Gateshead Council, The application for the T.E.N. must be made by the organiser of the event being the Academy, PTA, or Community group who have hired Academy premises.

The provision of late night refreshment

A Temporary Event Notice is required if anyone wishes to provide hot food or drink for consumption on or off the premises between 11pm & 5am.

PROCEDURE FOR GIVING A TEMPORARY EVENT NOTICE (T.E.N.)

A record of all Temporary Event Notice applications is maintained by the Academy Administration & Facilities Manager. Please always contact the Business Development Manager on 0191 4874595 before submitting an application to Gateshead Council

Application forms are obtained from Gateshead Council, Civic Centre, Regent Street, Gateshead NE8 1HH, telephone 0191 4333000, email: licensing@gateshead.gov.uk

The following information is not exhaustive and the guidance notes, which accompany the application form, should be read on all occasions.

Each site is restricted to 12 T.E.N.'s per calendar year. There is also a maximum of 5 T.E.N.'s per site, per individual, per calendar year. All relevant information can be obtained from Licensing at Gateshead Council.

A premises user must give two copies of the Temporary Event Notice to the Licensing Section of Gateshead Council, Civic Centre, Regent Street, Gateshead NE8 1HH, telephone 0191 4333000, email: licensing@gateshead.gov.uk. This must be made no later than **10 working days** before the day on which the event period begins.

The application form must be accompanied by the stated fee. Payment may be made by cheque payable to Gateshead Council or if payment made in person by cash, or debit/credit card which can be done securely online.

1. The premises user must also give a copy of the Temporary Event Notice to the Police no later than **10 working days** before the day on which the event period begins. The copy should be sent to the Police Licensing Officer at, Northumbria Police.

When the T.E.N. has been sanctioned by Gateshead Council and the Police have not objected the premises user must prominently display the notice on the premises during the times of the event. This is also detailed in the guidance notes from 'A' County .

CHECKLIST

In addition to the items listed above, the following may be a useful checklist, although it does not necessarily cover all eventualities:-

Responsibility of Hirer

The Hirer will:-

Before the letting:

1. Make a prior judgement before the booking as to whether the facilities available at the Academy are suitable for disabled access.
2. Complete and submit the Premises hiring application form and relevant fee.
3. Provide full contact details for the person who will be responsible during the letting.
4. Apply for and provide copies a Temporary Event Notice (**TEN**) to the Academy and other bodies.
5. Apply for permission to use special effects to the Academy and other bodies.
6. Apply for permission to use the Academy Catering facilities.
7. Comply with the requirements of the premises license.
8. Fully comply with Rules relating to the use of Academy Catering Facilities.
9. Inform the Academy of any car parking requirements.
10. Take into consideration Disability Equality.
11. Conduct a risk assessment for each hiring/ activity.
12. Advise the Academy if they intend to bring electrical equipment onto the Academy premises.
13. Establish register of emergency contacts.
14. Confirm the maximum number of people attending the event
15. Confirm the age range of the users.
16. Where children will be attending event, ensure all responsible people have CRB disclosure checks.
17. Ensure adequate supervision, ratios and up to date and adequate recruitment and vetting checks, and ensure arrangements to liaise with the Academy on these matters where appropriate.
18. Ensure Public Liability Insurance has been arranged for all activities and copies of the policy statement provided to the Academy at 48 hours in advance
19. Make the necessary arrangements for First Aid cover during the event.
20. Ensure there are no bolts, nails screws or any other fixings are driven into the building fabric or furnishings
21. Ensure no structural alterations are made to the Academy Premises
22. Ensure all scenery and costumes are fire proofed and provide details prior to the event.
23. Arrange a meeting with the school site management staff to assess and agree the condition of the area and facilities being hired.

On the day of the letting:

- 24. Ensure all electrical appliances are fully electrical tested and provide details to the caretaking staff on the day of the event.
- 25. Advise all event attendees of the no smoking policy
- 26. Ensure that no fire exits and fire fighting appliances are blocked or obstructed or tampered with.
- 27. Advise all attendees of the fire exits and emergency procedures and available welfare facilities.
- 28. Fully comply with all specific requirements relating to the Temporary Entertainment Notice for the Academy sites (*see guidance notes*):

Cedars Academy Trust

- No play performances allowed after 23.45
- Permission for recorded, dance and live music Monday to Saturday between 12.00 – 24.00.

Keep doors and windows to the buildings closed other than for access and egress and if required for ventilation purposes doors and windows should be open to the rear away from residential properties.

- Notices are required to be displayed at exits requesting users leave the premises quietly and without causing any nuisance to residents.

Tombola/Raffle Prizes of Alcohol

- If tickets are sold in advance of a draw taking place and prizes include alcohol, a TEN must be applied for.

- 29. Advise all attendees that no footwear shall be worn that will damage and floor surface
- 30. At all times during the event comply with the security, fire and health and safety requirements of the Academy.
- 31. Take responsibility for tidying up, reporting and paying for damages, switching off electrical items.
- 32. Leave the premises in a clean and orderly state.
- 33. Ensure that all property brought on to the Academy premises are removed at the end of the letting.

ACADEMY LETTING CHARGES – *example of possible areas of charge with notional rates*
COMMUNITY USE

Area	Cost Per Hour ^{*1} £
Main hall	30.00
Classroom	20.00
Gymnasium	30.00
Subsequent classrooms	5.00
Hydrotherapy Pool & changing room	24.00
Art & Craft Studio	20.00
Cookery Room	20.00
Main kitchen ⁶	20.00

Additional cost for Sunday or Bank Holiday lettings	5.00
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Sports fields:	Cost Per game
Pitch hire (rate applied per pitch) - Monday to Friday	30.00
Pitch hire (rate applied per pitch) - Weekends	35.00 ²

COMMERCIAL USE

Area	Cost Per Hour £
Main hall	50.00
Classroom	30.00
Gymnasium	50.00
Changing rooms	30.00
Subsequent classrooms	10.00
Computer Suite	30.00
Art & Craft Studio	30.00
Cookery Room	30.00

Additional cost for Sunday or Bank Holiday lettings	10.00
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Sports fields:	Cost Per game
Pitch hire (rate applied per pitch) - Monday to Friday	35.00
Pitch hire (rate applied per pitch) - Weekends	40.00

Note:

1. The hourly rate will be applied to the nearest half hour.
2. For hires during evenings and weekends, if the caretaking staff are required to unlock and lock up the building, then payment of their time on site and travel time will be included within the quoted hire rate.
3. If cleaning is required following a hire this cost will be added to the final invoice. The hirer will be informed of the charge in advance.
4. A notional charge will be added to cover power and heating for the duration of a hire.
5. Full day hires will be charged a maximum of 4x the hourly rate.
6. Catering contractor labour costs may be incurred for any use other than boiling water.

RISK ASSESSMENT – DETAILED GUIDANCE

The hirer is required to evaluate and record all risks prior to the event and provide copies of risk assessments carried out prior to a hire to the Academy for approval and details of how any significant risks identified will be managed. The following is a brief guide which should assist those who have not previously carried out risk assessments.

1. A risk assessment by the hirer plays a key part in ensuring a safe accident free environment and a successful event.
2. **Who should make the assessment?** The best people to carry out risk assessments are those who have knowledge and experience in the area to be assessed. An assessment can be conducted co-operatively with others pooling experience.
3. **Written assessments.** A formal record is maintained by the Academy of all risk assessments.
Each assessment should identify all significant hazards, assess the risk relating to them and then identify what must be done to either eliminate the risk or, if this is not possible, reduce it to an acceptable level. Any measures identified as being reasonably practicable to control the risks must be detailed and then implemented.
4. **Risk assessments form.** A recommended form is enclosed with this guide.
5. **Identifying the hazards.** All hazards should be considered including those relating to the individual activities and any equipment. A hazard is something with the potential to cause harm. Only record hazard, which could result in significant risk of harm. The following should be taken into account:
 - Any slipping, tripping or falling hazards
 - Hazards relating to fire risks or fire evacuation procedures
 - Any chemicals or other substances hazardous to health, e.g. dust or fumes
 - Moving parts of machinery
 - Any vehicles on site
 - Electrical safety e.g. use of any portable electrical appliances
 - Manual handling activities
 - High noise levels
 - Poor lighting, heating or ventilation
 - Any possible risk from specific demonstrations or activities
 - Crowd intensity pinch points.

This list is by no means exhaustive and care should be taken to identify any other hazards associated with the hiring activities.

6. **Areas to consider.** The following are examples of the various aspects of the hire, which need to be considered when conducting the risk assessment.
 - Type of activity
 - Potential major incidents
 - Site hazards including car parks
 - Types of attendees such as children, elderly persons and the disabled
 - Crowd control, capacity, access and agrees and stewarding
 - Provision for the emergency services
 - Provision of first aid
 - Provision of welfare facilities
 - Machinery and equipment
 - Electrical safety
 - Fire, security and cash collection
 - Health and safety issues (i.e. manual handling, noise, tripping hazards)
 - Exhibitor and demonstrations
 - Structures
 - Waste management.

7. **Identifying those at risk.** For each hazard identified, a list should be made of all those affected. It is not necessary to list individuals by name, groups will be sufficient. The following should be taken into account:
 - Employees
 - Stewards
 - Volunteers
 - Contractors
 - Vendors, exhibitors and performers
 - Members of the public
 - Disabled persons
 - Children and elderly persons
 - Potential trespassers
 - Expectant mothers
 - Local residents.

8. **Further action necessary to control the risk.** For each risk consider whether or not it can be eliminated. If it cannot, then decide what must be done to reduce it to an acceptable level by:
 - Preventing access to the hazard, e.g. by guarding dangerous parts of machinery
 - Finding a substitute for that activity/machine etc.
 - Implementing procedures to reduce exposure to the hazard.
 - Providing personal protective equipment as a last resort

9. **Assessing the risk.** The extent of the risk arising from the hazards identified must be evaluated and existing control measures taken into account. You should list the existing controls and assess whether or not any further measures are required. The following should be taken into account:
- Any information, instruction and training regarding the event and the activities involved
 - Compliance with legislative standards, codes of good practice and British Standards
 - Whether or not the existing controls have reduced the risk as far as is reasonably practicable.
10. **Record the risk assessment findings.** Once completed, the Risk Assessment form will act as the record of significant finding, giving the nature and extent of the risks, and the action required to control them. A copy should be provided to the Academy in advance of any letting and a copy kept by the hirer for future reference and use.
11. **Review and revise.** If the nature of a risk changes at any stage then the risk assessment will need to be reviewed and updated. However, copies of earlier assessment in case of retrospective litigation.
12. **Information.** Where the risk assessment has identified significant risks, the information must reach all those affected. This should include the nature of the risk and the control measures to be implemented.
13. **Contractors.** The hirer is responsible for obtaining risk assessments for any contractors they engage for the duration of the hire, e.g. sound and lighting companies for productions and outside caterers.
14. **SUGGESTED ACTION POINTS** **Check** ✓
- | | |
|---|--------------------------|
| 1. Carry out a risk assessment at the planning stage and then for each area/item identified. | <input type="checkbox"/> |
| 2. Document risk assessments, provide a copy to the Academy and retain a copy for revision as required. | <input type="checkbox"/> |
| 3. Take further action where required. | <input type="checkbox"/> |
| 4. Provide risk information to those concerned. | <input type="checkbox"/> |
| 5. Request contractors provide risk assessments. | <input type="checkbox"/> |
| 6. Keep in touch with the Academy site management staff prior and during the hire. | <input type="checkbox"/> |

HEALTH & SAFETY RISK ASSESSMENT

Risk Assessment for:

Carried out by:

Date:

Any previous assessment for this activity: Yes/No

Hazard	Risk - High/ Medium/Low	Persons at Risk	Control Measures	Comments/Action	Residual Risk H/M/L
Fire					
Slips/trips falls					
Kitchen/hot food					
Alcohol					
Parking					
Damage to property & security					
Disco & Electrics					
First Aid					
Disabled access					

Signed:	Date:	Copies passed to:
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SAFETY INSPECTION CHECKLIST

BEFORE AND DURING THE EVENT

This is not an exhaustive list and care should be taken to identify and other hazards associated with the activities at the event.

SITE/ACCESS/EGRESS	YES	NO
Are entrances/exits clear	<input type="checkbox"/>	<input type="checkbox"/>
Are staff/stewards in place?	<input type="checkbox"/>	<input type="checkbox"/>
Can emergency vehicles gain access?	<input type="checkbox"/>	<input type="checkbox"/>
Are pedestrians segregated for vehicles?	<input type="checkbox"/>	<input type="checkbox"/>
Are security precautions in place?	<input type="checkbox"/>	<input type="checkbox"/>
Have adequate signs been provided?	<input type="checkbox"/>	<input type="checkbox"/>
SITE CONDITION		
Is site free from tripping hazards, e.g. cables, potholes, footpath defects etc.?	<input type="checkbox"/>	<input type="checkbox"/>
Are permanent fixtures in good condition, e.g. seats, fencing, signs, etc.?	<input type="checkbox"/>	<input type="checkbox"/>
Has vegetation been cut back, debris removed and area made safe?	<input type="checkbox"/>	<input type="checkbox"/>
Have current weather conditions created new hazards to be addressed?	<input type="checkbox"/>	<input type="checkbox"/>
If required have all structures been inspected and approved by a competent person?	<input type="checkbox"/>	<input type="checkbox"/>
Are all activities/attractions sited correctly and checked?	<input type="checkbox"/>	<input type="checkbox"/>
Are all potentially hazardous activities segregated and/or fenced as required?	<input type="checkbox"/>	<input type="checkbox"/>
Have temporary flags/decorations been installed correctly and checked?	<input type="checkbox"/>	<input type="checkbox"/>
Have any unanticipated hazards been introduced?	<input type="checkbox"/>	<input type="checkbox"/>
EVENT PROVISIONS		
Is fire fighting equipment in place?	<input type="checkbox"/>	<input type="checkbox"/>
Is lighting in place where required?	<input type="checkbox"/>	<input type="checkbox"/>
Have electrical supplies/equipment been checked and certified?	<input type="checkbox"/>	<input type="checkbox"/>
Have toilets been provided where required?	<input type="checkbox"/>	<input type="checkbox"/>
Are first aid facilities in place?	<input type="checkbox"/>	<input type="checkbox"/>
Is there a control centre in place and public address system working?	<input type="checkbox"/>	<input type="checkbox"/>
Are adequate waste bins provided?	<input type="checkbox"/>	<input type="checkbox"/>
Are stewards in place?	<input type="checkbox"/>	<input type="checkbox"/>
Defects noted:		
Remedial action taken:		
Inspected by:	Signature:	
Date:		

THIRD PARTY RULES FOR HIRERS USING ACADEMIES CATERING FACILITIES

These Rules are set to protect the Academy, Pupils and Catering Team.

GOOD HYGIENE PRACTICES

For people working in areas where food is handled, on entering the kitchen you must wear the following:

- White jacket and hat
- Flat sensible shoes
- No jewellery to be worn

Remember to **wash** and **dry** your hands when you:

- Enter the kitchen
- After going to the toilet

Cross contamination can occur between food items and equipment, **please do not use any light equipment i.e. pan, knives, chopping boards within the kitchen.**

The hire of fridges, freezer and deep fat fryers is not permitted as these items contain Academy Caterers supplies, to do so will compromise the food within.

Please note as not all fridges and freezers can be locked this could be abused.

GOOD HEALTH AND SAFETY PRACTICES MUST BE FOLLOWED AT ALL TIMES, PLEASE ENSURE THAT YOU:

- Clean as you go.
- Leave the kitchen in a clean and tidy manner.
- Clean up any spillages.

Please ensure that no Chemicals belonging to Academy Caterers are used due to COSHH regulations.

THE KITCHEN IS NOT TO BE USED FOR FOOD PRODUCTION. IF FOOD PREPARATION IS REQUIRED ARRANGEMENTS WILL NEED TO BE MADE WITH THE INCUMBENT CATERING CONTRACTOR DIRECT AND WILL DEPEND WHETHER THEY HAVE ANYONE AVAILABLE.

PLEASE BRING THE FOLLOWING ITEMS WITH YOU:

- Dish cloths
- Tea towels
- Washing up liquid
- Brush and shovel & bin bags
- Any other equipment that you feel you may need.

Any costs arising out of damage to or loss of equipment will be charged to the hirer. Please note that you enter the kitchen at your own risk and that 'AN' Academy cannot be held responsible for any injury or loss whilst on the premises.

THIRD PARTY RULES FOR HIRERS REQUIRING THE USE OF SPECIAL EFFECTS

ENTERTAINMENT USING SPECIAL EFFECTS

(a) The Licensee shall not permit the use of special effects, except with consent.

(b) The Licensee shall give 'A' County Council at 10 days' notice in writing of any proposal to use special effects. Contact should be made with the Licensing Section at 'A' County Council, Town Hall, 'A' Town –Telephone 0800 123 4567, email: licensing1@acouncil.gov.uk.

A copy of the approval notification must be sent to the Academy. The notice shall include, save in exceptional circumstances, exact details of the proposal including the date and time when the special effects can be demonstrated.

GENERAL CONDITIONS APPLICABLE TO ALL SPECIAL EFFECTS

(a) 'A' County may refuse consent or impose specific requirements for the use of any special effect(s).

(b) 'A' County may require the proposed effect(s) to be demonstrated before consent can be given.

(c) Special effects shall be operated only by a responsible person who has received appropriate instruction.

SPECIFIC CONDITIONS APPLICABLE TO PARTICULAR SPECIAL EFFECTS

DRY ICE MACHINES AND CRYOGENIC FOG

(a) 'A' County may require approval of the type of fog generator proposed and may require documentary evidence of the non-toxicity and non-flammability of the fog.

(b) The volume of fog shall be limited so that it does not seriously affect means of escape or obscure escape route signs. The penetration of fog into areas where the public are admitted shall be restricted as far as is possible.

(c) Warning notices shall be displayed stating that fog is used as part of the effects on the premises.

Stores in which dry ice is kept should be well ventilated.

If there is any doubt about the safety of the carbon dioxide vapour present, oxygen levels must be measured during a test of the effect before its use in performance.

Specialist advice should be sought particularly on the siting and appropriate detection levels for oxygen meters. Meters to monitor oxygen levels should be provided if there is any doubt about the gas concentrations present. Fog may cause irritation to those with respiratory sensitivity, including asthmatics.

THIRD PARTY RULES FOR HIRERS REQUIRING THE USE OF SPECIAL EFFECTS

SMOKE MACHINES & FOG GENERATORS

- (a) 'A' County may require approval of the type of fog generator or smoke machine proposed and may require documentary evidence of the non-toxicity and non-flammability of the fog or smoke before the effect can be used. Only smoke machines or fog generators listed on 'A' County's approved list shall be used unless adequate technical information is provided to 'A' County in sufficient time to enable it to determine whether the type of smoke machine or fog generator proposed is acceptable.
- (b) Smoke machines and fog generators shall be sited and controlled so that they do not obstruct exit routes nor cause a hazard to surrounding curtains or fabrics.
- (c) The volume of smoke and/or fog shall be limited so that it does not seriously affect means of escape or obscure escape route signs. The penetration of smoke and/or fog into areas where the public are admitted shall be restricted as far as is possible.
- (d) Warning notices shall be displayed stating that fog or smoke is used as part of the effects on the premises.

PYRO-TECHNICS including Fireworks

- (a) All pyrotechnics shall be used strictly in accordance with the manufacturer's instructions.
- (b) Pyrotechnics shall only be fired from an approved key-protected control/firing box (and never directly from the mains electricity supply). The key shall be kept in the possession of the operator responsible for firing the devices. The control firing box shall only be energised immediately before firing the pyrotechnic devices.
- (c) The operator shall have a clear view of the pyrotechnic device and its immediate vicinity from the firing point.
Note: This may be achieved by the use of an appropriate closed circuit television system.
- (d) The device shall not be operated if there is any risk to anyone. In the event of a misfire the circuit shall be switched off until after the performance.
- (e) Maroons shall only be used in suitable bomb tanks in approved locations.
- (f) When appropriate warning notices shall be displayed stating that maroons operate as part of the effects on the premises.
- (g) Only sufficient pyrotechnic supplies for one performance shall be withdrawn from store. At the end of the performance any unused pyrotechnics shall be returned to store.
- (e) Storage arrangements shall comply with Additional Condition B 10.

Note: All pyrotechnics are potentially dangerous. Only pyrotechnics supplied specifically for stage use should be used as part of a stage presentation. Specialist manufacturer's supply pre-packed pyrotechnics which enable strict control of the quantities of components and the easy repetition of pyrotechnic effects.

STROBE LIGHTING

- (a) 'A' County may require approval of the type of stroboscopic lighting units proposed.

THIRD PARTY RULES FOR HIRERS REQUIRING THE USE OF SPECIAL EFFECTS

(b) Stroboscopic lighting units shall be mounted at high level and wherever appropriate the beams deflected off matt surfaces to reduce the glare. Strobes shall not be sited on escape routes, corridors or stairs or other changes of level.

(c) Where stroboscopic effects are used in public areas, the sources shall be synchronised and locked off to operate at a fixed frequency outside the band of 4 to 50 flashes per second.

Note: The above Condition may be relaxed for purely momentary effects in theatrical productions.

(d) Warning notices shall be displayed stating that stroboscopic lighting operates as part of the effects on the premises.

THIRD PARTY RULES FOR HIRERS USING PLAYING FIELDS

The Academy playing fields are situated adjacent to quiet residential areas. Hirers are asked to behave responsibly and to minimise the amount of noise or any disruption or nuisance to local residents.

The following rules must be observed by all persons using the Playing Fields:

- All persons arriving by car should be encouraged to use the parking facilities provided by the Academy site. The Academy car park should be used as the drop off/collection point for those requiring a lift. Hirers are asked not to park on the pavements or grass verges outside the school grounds.
- You are reminded that smoking is not permitted anywhere on the Academy grounds. This includes the car park and all external sports areas.
- The lighting of fires or use of barbecues, camping stoves, etc. is not permitted.
- Motor vehicles, motor cycles and bicycles are not permitted on the playing fields.
- The playing of live or recorded music is not permitted without the prior written agreement of the Academy. Such a request may be subject to obtaining a Temporary Event Notice (TEN). Details of how to apply for a TEN can be found on page 23.
- The consumption of alcohol is also not permitted without the prior written agreement of the Academy. Such a request will only be permitted one the hirer has obtained a Temporary Event Notice (TEN).
- Do not allow animals within the Academy grounds.
- All litter must be removed at the end of each letting.
- Please encourage all users to behave responsibly and refrain from using any foul or offensive language at all times to minimise any disruption or nuisance to local residents.