

Academy Lettings Policy

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Statement of intent

The Sigma Trust aims to maximise the use of all its facilities. The intended purpose of the trust's facilities is to benefit the school community; however, the Trust understands that extending the use of the premises to the wider community allows us to maximise our income and provide an advantage to the clubs and groups who will use our facilities.

The Trust endeavours to positively contribute to increasing participation in activities taking place in the local community.

This policy clearly sets out the rules and procedures the Trust expects hirers to follow when using the facilities.

Legal framework

This policy has due regard to the relevant legislation, including, but not limited to, the following:

- The School Premises (England) Regulations 2012
- Health and Safety at Work etc. Act 1974
- The Health and Safety (First-Aid) Regulations 1981
- Education Act 1996
- The Control of Asbestos Regulations 2012
- The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) 2013
- Value Added Tax Act 1994

This policy has due regard to the relevant guidance including, but not limited to, the following:

- DfE (2018) 'Advice on standards for school premises'
- DfE (2023) 'After-school clubs, community activities and tuition: safeguarding guidance for providers'
- DfE (2015) 'The Prevent duty'
- HMRC (2020) 'Land and property (VAT Notice 742)'
- HMRC (2019) 'Education and vocational training' (VAT Notice 701/30)
- DfE (2023) 'Keeping children safe in education 2024'

This policy operates in conjunction with the following Trust policies:

- First Aid Policy
- Local Fire Evacuation Procedure
- Health and Safety Policy
- Child Protection and Safeguarding Policy
- Surveillance and CCTV Policy
- Manual Handling Statement & R/A
- Asbestos Management Statement & Plan

Roles and Responsibilities

The board of trustees is responsible for:

- Working with the CEO and headteachers to ensure all relevant policies and procedures are implemented and made available to hirers.

The headteacher is responsible for:

- Ensuring compliance with any premises licence.
- Acting as or appointing a designated premises supervisor.
- Working with the Trust to assess whether or not the premises is suitable for hire in its current condition.
- In conjunction with the Local Governance Committee (LGC), agreeing fair prices to charge for using the premises: these will reflect the condition of the facilities but remain competitive enough to be accessible to the wider community.
- Appointing a member of the Senior Leadership Team to have oversight of the Trust agreed platform (SchoolHire) and to monitor financial agreements including hire costs and any agreed discount applications.
- Ensuring the costs of any bills, e.g. electricity and water, that may be attributed to the use of the premises are covered.
- Ensuring the Trust has the correct insurance for hiring out the premises.
- Checking the hirer has adequate public liability insurance.
- Accepting and rejecting applications to hire the premises.
- Working with the site manager to ensure the premises is fit for use by hirers.
- Ensuring hirers familiarise themselves with any relevant policies and procedures, e.g. the First Aid Policy and Fire Safety Procedure.
- Reviewing and, where necessary, amending the Trust's Letting School Premises Risk Assessment to help ensure the safety of the hirer and their visitors.
- Reviewing the relevant safeguarding checks carried out by the hirer to ensure they comply with the requirements outlined in the Child Protection and Safeguarding Policy.

The site manager, or other designated person is responsible for:

- Ensuring that the hire can be supported either within standard operational hours or via agreement with the site department (as per lettings supervisor duties)
- Ensuring the facilities and equipment requested are clean and in a good working condition for each hirer.
- Working with the hirers to ensure high levels of security are maintained.
- Maintaining and checking equipment to ensure the general upkeep of the site and its facilities.
- Providing a weekly schedule of hires a week in advance to the SLT designated lead.
- Organising any repairs and/or replacement of equipment.

Hirers are responsible for:

- Ensuring the proper use of the facilities and equipment they have requested to use.
- Taking the necessary steps to ensure there is no damage to any equipment or furniture, or the building itself.



- Ensuring all related visitors and volunteers have signed in during their period of hire.
- Leaving the premises in a clean and tidy condition.
- Working with the site team to ensure that the premises is secure after use.
- Obtaining adequate public liability insurance.
- Providing the site manager with proof that they hold a current and relevant insurance policy.
- Obtaining all necessary safeguarding checks where required, e.g. DBS checks, and providing proof of this to the DSL / site manager.
- Reading the Child Protection and Safeguarding Policy and other relevant safeguarding procedures, and ensuring they understand the rules and procedures detailed within.
- Informing the site manager of the activities that will be undertaken on the premises and of any changes to these activities.
- Reviewing and adhering to the Letting School Premises Risk Assessment.

Emergencies and health and safety

The site manager will undertake relevant risk assessments for the suitability of the site before activities are carried out on the premises, to ensure the safety of the hirer and any additional visitors.

Hirers will conduct their own risk assessments for their activities and provide a copy prior to any hire for review.

In case of an emergency, the on-site telephones can be used to call the emergency services.

All hirers will be advised to have access to at least one mobile telephone that can be used to call the emergency services, should the on-site telephones not be accessible.

The site manager will check first aid kits to ensure their stock levels remain high and, where necessary, restock the first aid kits with the relevant items.

The site manager will show hirers where first aid kits are, should they be required.

Hirers will be responsible for ensuring they have a trained first aider on site during the times they use the premises.

Smoking or Vaping will not be permitted on the school premises at any time.

Alcohol will not be brought on to, or consumed on, the premises unless this has been agreed in writing by the Headteacher and the Chief Executive Officer.

The hirer will familiarise themselves with the Fire Evacuation Procedure and other relevant risk assessments before using the premises.



The site manager will make copies of the local Fire Evacuation Procedure available to the hirer prior to the first hire date.

The hirer will be shown the relevant fire exits and evacuation points by the site manager prior to the first hire date.

Managing asbestos

Hirers will be provided with a copy of the Schools' Asbestos Management Plan and R/A before using the site.

An asbestos management survey has been carried out and the Trust has made local asbestos management plans (AMP) for each estate – these will be shown to hirers.

The site manager will inform the hirer of any asbestos containing materials (ACMs) that have been identified and how they could be damaged or disturbed. Hirers will receive the correct information and instructions and will be clear on what precautions to take.

Risk assessments will be conducted of the areas to let, to ensure no ACMs will be disturbed.

If the Trust finds there has been, or may have been, an unplanned disturbance of asbestos after the facilities have been hired, the following action will be taken:

- All activities will stop, and everyone will be evacuated from the affected area
- The local site manager will contact the central estates department for support
- Staff, pupils and visitors will not be allowed to re-enter the affected areas until any necessary remedial action has been taken
- Items, including equipment, books or personal belongings, will not be moved from the area
- Advice will be sought from an asbestos expert regarding remedial action

Unless the incident is minor, the Trust will notify the HSE, as this is a legal requirement under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) 2013.

Anyone who has come into contact with asbestos, and is concerned about their exposure, will be advised to contact their GP.

The school's AMP will detail the procedures for staff to follow in the event of an incident, and this will be communicated to all staff.

Any incidents involving the disturbance of, and exposure to, asbestos will be recorded appropriately and dealt with in line with the Trust's incident reporting procedures.

The lettings process

Potential hirers will contact the school at least two weeks before they wish to use the premises or apply directly via the Trusts on-line booking system from the school website.

Prospective hirers can apply through an [application form on the Trusts booking platform](#).

For regular hire, only one application form needs to be submitted; however, all the requested dates will be noted.

Hirers will explain their desired use of the premises when completing their application form.

After receiving an application to use the Trust's premises, the site manager will speak to the head teacher/SLT designated Lead about whether the premises are suitable for the hirer's needs.

If the application is rejected, the site manager will contact the applicant, either by telephone or email, to clarify the school's response and outline the reasons for rejection.

Fees will be expected be paid via bank transfer – no cash will be accepted for hires

Sub-letting of any form is strictly prohibited. If the Trust receives any evidence pertaining to plans to sub-let the Trust premises, all bookings the hirer has made with the Trust will be cancelled.

If the Trust intends to sub-let part of the site to a commercial business, it will seek permission from the ESFA and complete a property information note (PIN).

VAT

Letting out facilities will generally be standard-rated, although the letting will be VAT exempt in certain circumstances, provided the Trust has not opted to tax. These circumstances include:

- A single, continuous let period of over 24 hours to the same individual.
- A let of a series of sessions to the same individual where:
 - The series is of at least ten sessions.
 - Each session is for the same sport or activity.
 - Each session is in the same place.
 - The interval between each session is at least 1 day, but not more than 14 days.
 - The series is paid for as a whole with written evidence to that fact.
- Where the Trust will be providing education free of charge.



Safeguarding

The Trust will ensure that appropriate arrangements are in place to keep children safe during the hiring out of school premises and facilities. Organisations submitting a lettings request involving working with children and/or young people will submit a signed copy of their current Child Protection and Safeguarding Policy. The board of trustees will ensure there are arrangements in place to liaise with the organisation on these matters where appropriate.

The Trust will ensure safeguarding requirements are included in any transfer of control agreement, as a condition of use and occupation of the premises. Failure to comply with this will lead to termination of the agreement.

If the school receives an allegation regarding an organisation or individual that has hired the school premises, the school will follow its usual safeguarding procedures and process for managing allegations, including informing the LA designated officer.

All hirers must state the purpose of the hire. Each application will be vetted by the DSL and any concerns will be reported to the head teacher prior to approval.

When determining whether to approve an application; the head teacher will consider the following factors:

- The type of activity
- The time of the activity
- Possible interferences with school activities
- The availability of facilities
- The availability of staff
- Health and safety considerations
- The Trust's duties with regard to the prevention of terrorism and radicalisation
- Whether the letting is deemed compatible with the ethos of the Trust

An application will not be approved if it:

- Is aimed at promoting extremist views.
- Involves the dissemination of inappropriate materials.
- Contravenes the statutory Prevent duty.
- Is likely to cause offence to public taste and decency (except where this is, in the opinion of the Trust, balanced or outweighed by freedom of expression of artistic merit).

The headteacher will file an incident report form if they have reason to believe that the letting has been used for political purposes not previously authorised, the dissemination of inappropriate material or any other purpose that contravenes the Prevent duty.

Where an individual group is found to be promoting views in contravention of the Trust's Prevent duty, the person or group is guilty of an offence, under the Education Act 1996, the Trust will contact the police who will remove the person or group from Trust premises.

All hirers will read and review the Trust's Child Protection and Safeguarding Policy.

Hire will only be confirmed as approved when appendix B has been completed and signed by appropriate parties.

Fees

Charges will be reviewed on an annual basis in the summer term (appendix 1) for implementation in the autumn term. The scale of lettings charges will be reviewed and approved by the LGC.

A reasonable charge will be levied which covers the following:

- Services - Heating & Lighting
- Staffing - Facilities assistants', cleaners, administration and management
- Administration - Stationery
- Wear and tear
- Profit

Discounts will be applied for the following:

- Staff bookings
- Events which benefit young people
- Charities
- Local community Events

Sports Lettings

The hire of sports grounds or school premises for playing any sport or taking part in any physical recreation is normally standard rated.

All hire charges will be paid in advance of the hire taking place with long term, rolling hire paid a month in advance.

Hirers should give the Trust at least 5 days' notice if they wish to cancel their booking.

If the Trust receives inadequate notice of cancellation, the Trust may keep the hirer's payment to account for any loss of earnings.

School staff, on behalf of the Trust, reserve the right to refuse access to the premises hired if the whole fees have not been paid.



In the event any fees are outstanding after the hirer has used the premises, their organisation will be barred from using any facilities controlled by the Trust until they have paid the full amount.

The Trust reserves the right to take legal action should any outstanding fees remain unpaid for 30 days after hiring.

Should any equipment, including items that have not been requested, be damaged, lost or stolen whilst under the hirer's care, the Trust reserves the right to charge for repairing or replacing the equipment.

Using the site

The hirer will liaise with the site department to ensure the school remains secure before, during and after use.

Hirers will be given an emergency contact number for the site department in case of any security breach or emergency.

The Trust schools all have their own opening and closing times, however, all Trust premises will not be available to hirers after 10:00pm, to avoid any noise complaints from neighbouring residents, unless prior approval has been sought with an application to the Headteacher.

The premises will be supervised by a member of the site department (or an appropriately trained and experienced 3rd party security company) at all times throughout the letting.

If the letting falls outside standard operational hours for the site, then any hire arrangement is dependent on the availability of a member of the site department (or external security agency). This will be organised via the application process.

The site team will be responsible for the set-up, security and support to the hirer for the duration of the hire, including regular and routine inspections of the property and for the securing of site after the event finishes. The lettings supervisor must be contactable at all times by the hirer and ensure the letting runs smoothly.

The Trust uses a 'three strike rule' when handling complaints lodged against hirers; however, the Trust reserves the right to take more severe action depending on the nature of the complaint.

- Strike one – hirers will receive a verbal warning about their conduct on the property and be warned that repeated offences will result in their booking privileges being suspended.
- Strike two – hirers will receive a second verbal warning and a letter explaining that the Trust takes a zero-tolerance approach to inappropriate behaviour. This letter will



outline that any fines for the behaviour that the Trust is issued may be passed on to the hirer if there is sufficient evidence to do so.

- Strike three – the hirer will be barred from booking the Trust premises for any activity for a period of six months. The Trust also expects the hirer to issue an apology to the Trust and complainant in writing.

The use of public announcement systems and loudspeakers must be agreed with the headteacher and site manager, this agreement must include a maximum noise level which is not to be exceeded.

The Trust's car park is available to hirers during their time on the premises; however, the Trust will not accept responsibility for any loss, damage or accident that may occur whilst the car park is in use.

Hirers will only use the car parking spaces allocated and, should any additional spaces be required, the site manager will find suitable spaces on the premises for additional parking.

In the event additional parking is required, the site manager will ensure the Trust premises remain accessible to the emergency services, should they be required.

Equipment

Hirers will identify any equipment they require from the Trust and detail this in their application form; hirers must seek permission from the Trust to use any additional equipment once the form has been submitted.

Furniture and fittings will not be removed or interfered with in any way, unless permission has been granted by the site manager. In the event permission has been granted, the site manager will oversee the move.

If a furniture move has been agreed, the hirer and site manager will negotiate restoring the premises back to its original state.

Any damage to equipment, furniture or the building will result in the hirer being charged the cost of any repairs or replacements.

Any seating provided is limited to the number of chairs on the premises.

Hirers are allowed to bring their own equipment on to the premises; however, they will be required to acknowledge this in their application forms.

The Trust cannot be considered responsible if any of the hirer's equipment is damaged, stolen or lost whilst being used on the premises.

CCTV systems will be used to monitor events and identify incidents taking place whilst the premises are in use, in accordance with the Trust's CCTV Policy.





Hirers will report any stolen or missing equipment to the site manager immediately.

Food and drink may be prepared on the premises; however, hirers must seek direct permission from the Trust.

The hirer will prepare food and drink in line with current food and hygiene regulations.

Hirers will be responsible for arranging any additional licences that are required to the nature of their activities, e.g. a music licence or licence to sell alcohol.

Hirers will not bring animals onto the premises without permission from the site manager.

Monitoring and review

This policy will be reviewed biennially by the Board of Trustees.

The scheduled review date for this policy is autumn 2026.



Ownership and Control

History

Version	Author	Dated	Status	Details
1	BMa	October 2021	Approved	Initial release
2	SSc	November 2022	Approved	Inclusion of cancellation clause & removal of pandemic procedures.
3	SSc	October 2024	Approved	Addition of SLT member to monitor SchoolHire platform

Appendix A - Premises application form (for hirer)

Name:	
Address (for invoicing purposes):	
Organisation:	
Contact number:	
Email address:	
Deposit amount:	
Payment method:	BACS
Requirements	
Date of hiring:	
Time of hiring:	
School:	
Room(s):	

Equipment needed:	
Details of any equipment you will be using on the premises:	
Purpose	
Details of the event:	
Will you be working with children and/or young people or letting the premises during the School day? If yes, have you attached a copy of your Child Protection Policy?	
Expected attendance:	
<p>By signing this document, I acknowledge that I have read, understood and agree to the conditions of hire and the terms of this Lettings Policy.</p> <p>I acknowledge that my signature confirms all the details in this application form are correct.</p>	
Signed:	
Date:	

Appendix B – Premises checklist pre-hire (for school)

Task	Date Completed	Completed By:
Ensuring that the Trust has the correct insurance for hiring the premises	September 2022	Central Estates Team
Completed premises application form (for hirer)		
Ensure that the hire can be supported outside standard operational hours (if required)		
Confirm with Head Teacher that the premises is suitable for the hirers needs		
Review all relevant safeguarding checks carried out by the hirer (DBS, etc.) and provide this information to the DSL		
Request a signed copy of the hirers current child protection and safeguarding policy and ensure this is reviewed by the DSL		
Confirm hirer has adequate public liability insurance and a copy is taken for filing		
Ensure a copy of the hirers risk assessment is provided and reviewed – confirm first aid provision is included (minimum of 1 per hire)		
Ensure the hirer is provided with an up to date copy of the School lettings risk assessment		
Complete any additional risk assessments required dependant on proposed letting activity		
Provide the hirers with the below policies/ documents; <ul style="list-style-type: none"> - Child Protection Policy - Safeguarding Policy - Asbestos Management Policy - Fire Evacuation Procedure (inc. Lockdown) - CCTV Policy - Conditions of Hire Appendices - Code of Conduct Appendices 		
Complete an onsite induction with hirer covering (but not limited to); <ul style="list-style-type: none"> - Fire Exits 		

<ul style="list-style-type: none"> - Evacuation Points - Evacuation Sounds - Asbestos Management Plan (inc. locations) - First Aid locations - Toilet Locations (inc. access W/C) - Contact Details (lettings supervisor, emergency contact, nearest accessible phone, etc.) - Entrance / Exit to Site - Car Park (inc. disabled) 		
Instruct relevant finance officer to invoice hirer for 10% of overall hire fee as deposit		
Where applicable, review and ensure any additional licenses are in place and copies taken		
Provide DSL with dates and times of letting so that any spot check review can take place		

Hire Approved By:

Site Manager **Signature** **Date**

DSL **Signature** **Date**

Headteacher **Signature** **Date**



Appendix C – Lettings charges

Weekdays Only

Main Hall - £30 per hour

Main Hall (Youth Rate) - £22 per hour

Grass Field - £25 per hour

Playground - £22 per hour



Appendix D – Conditions of hire

BOOKINGS AND CHARGES

1. The person by whom the form of application for the hiring is signed shall be deemed to be the Hirer and such person shall be personally responsible for the payment of the scale and other charges payable in respects of the hiring and for the observance and performance in all respect of the conditions and stipulations herein contained and on the part of the Hirer to be observed and performed.
2. All charges will be required to be paid at the time of booking and no booking will be accepted later than 14 days (5 weeks where licensing is required under the statutes referred to in Condition 25) prior to the date required. Final charges will be those applicable at the date before the use of the premises.
3. The right is reserved to cancel any hiring without notice where the Headteacher of the school considers it necessary to do so:
 - (a) in consequence or any outbreak or prevalence of infectious disease;
 - (b) for any other cause outside its control; or
 - (c) because the Trustees reasonably believe that an act is likely to be done in the premises which will contravene the Race Relations Act 1976 or prejudice the performance by the academy of its obligation under Section 71 of the Act to secure that its functions are carried out with due regard to the need to eliminate unlawful racial discrimination and to promote equality of opportunity and good relations between persons of different racial groups.
 - (d) because the Trustee believes that an act is likely to be done in the premises which will promote or encourage extreme or radical views.

Usage will be monitored and in the event of any racial, extremism or radicalisation behaviour, the agreement will terminate immediately and the school will contact the police.

In such an event, any sum paid by the Hirer will be refunded, but neither the academy nor the Trust shall be held liable or required to pay compensation for any loss sustained as a result of or in any way out of the cancellation of the hiring.

5. Hirers will be allowed to cancel or postpone a booking on condition that, if 14 or more days' notice is given, half fees will be payable, and if less than 14 days' notice, full fees



will be payable unless, in either case, the hall or room is re-booked or it is otherwise decided.

6. The right is reserved to refuse to grant a hiring without giving a reason.
7. Intoxicating liquor shall not be sold, supplied or consumed on school premises except by general or special approval of the Trust and subject to any necessary licence having been obtained by the Hirer.
8. The Hirer shall, if called upon to do so, furnish for approval a copy of the programme of any entertainment to be given by the Hirer. In such a case no entertainment shall be given except in conformity with the programme which has been approved.

Failing approval of a programme, the Hirer will be allowed to cancel the hiring on payment of the appropriate fees under Condition 5, unless it is decided to remit such fees.

9. Neither the academy nor Trustees shall be liable for any injury (including injury resulting in death) or damage to or loss of property whatsoever which shall or may occur to or be sustained by the Hirer, his/her assistants, servants or agents or others entering on the property in the exercise or purported exercise of the hiring (except such injury or damage as may occur by reason of the neglect of the Academy or Trustees, servants or agents acting within the scope of their authority). The Hirer will indemnify and keep indemnified the academy, Trustees and their servants and agents from and against all claims and liability in respect of such injury or damage and all actions, proceedings, costs, damages and expenses in regard thereto and also from and against all other liability claims, demands, proceedings, costs, damages and expenses in respect of injury to persons whomsoever (including injury resulting in death) and damage to or loss of property whatsoever which may arise out of or in consequence of the exercise or purported exercise of the hiring (except as aforesaid).
10. The Hirer shall make good any damage to the property of the academy or Trustees which can be attributed to this use of the premises. The Hirer shall not be responsible for any fire damage to the property occurring otherwise than from the act, neglect or default of the Hirer, his/her servants or agents.
11. In the event of any such damage, the academy or Trustees may make it good and the Hirer, by the acceptance of the hiring subject to these conditions, will thereby be deemed to have undertaken to pay the cost of such reparation as certified by or on behalf of the academy or Trustees.

12. The Hirer shall not infringe any subsisting copyright or performing right, and hereby indemnifies the Trustees against all sums of money which the Trustees may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire.
13. Members of the academy and the Trust reserve to themselves, and their officials, the right to enter the premises hired at all times on producing evidence of their identity. Stewards should be advised accordingly by the Hirer.
14. No nails, tacks, screws, etc. shall be driven into or adhesives fixed to any of the walls, floors, ceilings, furniture or fittings.
15. Subject to the provision of the next paragraph, the Hirer shall vacate the premises by 10.00pm unless written authority from the Trustees (showing the time of extension) has been obtained and shall leave the premises, fixtures, furniture and other property therein in as good order as they were at the time of entry and in as clean a condition as the particular use will allow.
16. The Hirer shall ensure that caterers, contractors and others supplying or serving refreshments, or providing decorations etc comply with all current legislation relating to food hygiene, health, welfare and safety matters and remove from the school premises all their articles and property by midnight on the day of hire if the school is to be used next day, or in any other case by noon on the day following the day of hire, and shall observe and carry out any instructions which may be given to him/her in this connection.

Any article or property belonging to the Hirer or any caterer or contractor or other person left on the school premises after the hour named above may be removed by the Trustees and the cost shall be paid by the Hirer.

17. The seating accommodation provided is limited to the number of chairs that are on the school premises on the day of hire and is arranged so as not to affect the means of escape from the premises and to accord with any approved layout which exists for the premises. Subject to approval, further provision may be made by the Hirer at his/her own expense.
18. School furniture shall not be moved except by arrangement with the Site Manager.
19. Kitchens and practical subject rooms may be used only for the provision of hot water and the service of light refreshments and only where special approval has been given.

20. Any alteration or addition to the electrical lighting or heating systems is strictly forbidden, except with the special approval of the Headteacher which may be given subject to conditions, which the Hirer will be required to observe, the approval of a technical officer acting on behalf of the Trustees and, where necessary, the consent of the electricity supply undertakers.
21. If existing stage lighting, spotlights and dimming equipment are required, it is to be clearly stated on the application form. An extra charge may be made for this service and any operation of such equipment shall be carried out by a competent person named and approved in advance.
22. The Hirer shall ensure that no act is done on the premises, during his/her use of the premises, which contravenes the Race Relations Act 1976 or prejudices the performance by the Trustees of its obligations under Section 71 of that Act to secure that its functions are carried out with due regard to the relations between persons of different racial groups.
23. The Trust reserves the right to cancel any booking for operational reasons.

STATUTORY REQUIREMENTS

24. The premises hired shall not be used for any “licensable activity” under the Licensing Act 2003 unless the Hirer has obtained any necessary licence from the relevant licensing authority for such use.

“Licensable activity” includes:

- a. the sale by retail of alcohol,
- b. the supply of alcohol by or on behalf of a club to, or to the order of a member of the club,
- c. the provision of regulated entertainment i.e.
 - i. the performance of a play,
 - ii. the exhibition of a film,
 - iii. an indoor sporting event,
 - iv. a boxing or wrestling entertainment,
 - v. a performance of live music,
 - vi. any playing of recorded music,
 - vii. a performance of dance,
 - viii. anything of a similar description to vi, vii, or viii above

where that entertainment takes place in front of an audience with the purpose or including the purpose of entertaining that audience.

- d. the provision of entertainment facilities i.e.
 - i. making music,
 - ii. dancing,
 - iii. entertainment of a similar kind to i or ii above.

25. The Hirer shall not use the premises or permit them to be used for gaming or wagering other than lawful gaming carried on in accordance with the provisions of the Gaming Act 1968, or any subsequent Act which in whole or in part replaces it.

(See Paragraph B in “Notes” below).

26. If a Door Supervisor or Door Supervisors are used by the Hirer on the premises then the Hirer must ensure that any necessary licence or licenses have been obtained and are in force during the term of the licence. (See paragraph C in Notes below).



27. The Hirer is required, where appropriate to his/her hiring, and where the premises hired are licensed as described above, to acquaint him/herself with the conditions and regulations subject to which the premises hired are so licensed.

If the Hirer commits a breach during the hiring of any of the conditions attaching to any such licence, or of any, including these, regulations, then, without prejudice to the right of the County Council, acting by itself or through any other appropriate body on its behalf, to enforce any liabilities already incurred by the Hirer under these conditions, the Trustees reserve the rights themselves or acting as aforesaid to determine the hiring, if still continuing, forthwith, to forfeit all sums paid by the Hirer and to refuse to grant any further application from him/her for the hire of school premises.

28. No person shall give any exhibition, demonstration or performance of hypnotism on any living person at or in connection with an entertainment to which the public are admitted, whether on payment or otherwise, in the said premises.
29. The Hirer is required to comply with the terms of s.12 Children and Young Persons Act 1933 (as amended) and in particular
- (a) Where there is provided in any building an entertainment for children, or an entertainment at which the majority of the persons attending are children, then, if the number of children attending the entertainment exceeds one hundred, it shall be the duty of the hirer to station and keep stationed, wherever necessary, a sufficient number of adult attendants, properly instructed as to their duties to prevent more children or other persons being admitted to the building or to any part thereof, than the building or part can properly accommodate, and to control the movement of the children and other persons admitted while entering and leaving the building or any part thereof, and to take all other reasonable precautions for the safety of the children.
 - (b) If any person on whom any obligation is imposed by s.12 fails to fulfil that obligation, he/she shall be liable, on summary conviction, to a fine not exceeding level 3 on the standard scale, and also, if the building in which the entertainment is given is licensed under the Licensing Act 2003, the licence shall be liable to be revoked by the Licensing Authority.
 - (c) A constable may enter any building in which he/she has reason to believe that such entertainment as aforesaid is being or is about to be, provided, with a view to seeing whether the provisions of this section are carried into effect, and an officer authorised for the purpose by an authority by whom licences are granted.

Notes

- A. The Representation of the People Act 1983 does not allow schools to be used at any time as “a Committee Room for the purpose of promoting or procuring the election of a candidate”. The Act does not allow schools to be used on the day of the poll for the holding of public meetings in furtherance of any person’s candidature at a parliamentary election or for the holding of public meetings by a candidate at a local election to promote or procure the giving of votes at that election (i) for himself or (ii) if he is a candidate submitted by a registered political party at an election of the London members of the London Assembly at an ordinary election, towards the return of a Candidate on that list.
- B. Under the Gaming Act 1968 the conditions subject to which premises may be used for gaming carried on at an entertainment promoted for raising money to be applied for purposes other than private gain are as follows:
1.
 - (a) The game must not involve playing or staking against a bank, whether the bank is held by one of the players or not.
 - (b) The nature of the game must not be such that the chances in the game are not equally favourable to all the players.
 - (c) The nature of the game must not be such that the chances in it lie between the player and some other person, or (if there are two or more players) lie wholly or partly between the players and some other person, and those chances are not as favourable to the player or players as they are to that other person.
 2. The game must not be by means of a machine to which Part III of the Gaming Act 1968 applies and must not constitute the provision of amusements with prizes in the circumstances specified in Section 15(1) or Section 16(1) of the Lotteries and Amusements Act 1976.
 3.
 - (a) In respect of all games played at the entertainment not more than one payment (whether by way of entrance fee or stake or otherwise) shall be made by each player, and no such payment shall exceed £4.00.
 - (b) Subject to paragraphs 6 and 7 below, the total value of all prizes and awards distributed in respect of those games shall not exceed four hundred pounds.

4. The whole of the proceeds of such payments as are mentioned in paragraph 3 above, after deducting sums lawfully appropriated on account of expenses or for the provision of prizes or awards in respect of the games, shall be applied for purposes other than private gain.
5. The sum appropriated out of those proceeds in respect of expenses shall not exceed the reasonable cost of facilities provided for the purposes of games.
6. Where two or more entertainments are promoted on the same premises by the same persons on the same day, paragraphs 3 to 5 above shall have effect in relation to those entertainments collectively as if they were a single entertainment.
7. Where a series of entertainments is held otherwise than as mentioned in paragraph 6 above:
 - (a) Paragraphs 3 to 5 above shall have effect separately in relation to each entertainment in the series, whether some or all of the persons taking part in any one of those entertainments are thereby qualified to take part in any other of them or not, and
 - (b) If each of the persons taking part in the games played at the final entertainment of the series is qualified to do so by reason of having taken part in the games played at another entertainment of the series held on the previous day, paragraph 3(b) above shall have effect in relation to that final entertainment as if for the words 'four hundred pounds' there were substituted the words 'seven hundred pounds'.
 - (c) Door supervisor licences are not necessary where:
 1. A security guard is performing duties on premises managed or operated by their employer and are not supplied to perform guarding duties for third-parties or customers of that employer.
 2. A steward employed directly in-house and carrying out guarding duties (except if working on licensed premises, in which case a Door Supervisor licence will be necessary).
 3. Working in an official capacity at a public venue or event, but only checking tickets, giving directions, providing information and assisting the general public
 4. Occasionally required to maintain order and discipline amongst individuals, such as a teacher, but not specifically operating as a security guard

5. Performing security activities that are incidental to a main activity and job, such as a shop assistant who is also responsible for locking up and banking cash at the end of the business day
 6. A porter, handyman, or other support staff within the security guarding sector but not engaged to provide security
- (d) Licensing:
1. Licences for “licensable activities” under the Licensing Act 2003 are obtained from the local borough or district Council
 2. Gaming Licences are obtained from the Gambling Commission at Berkshire House, 168-173 High Holborn, London, WC1V 7AA, Tel: 020 7306 6200, Fax: 020 7306 6266. (The Gambling Commission may be moving its offices to Birmingham in 2007. Its new address is not currently known.)

Appendix E – Code of Conduct

CODE OF CONDUCT –SIMPLE DOs AND DON'Ts

DO

- ✓ Do treat everyone and the facilities with respect
- ✓ Adhere the time slot allocated to your hire agreement
- ✓ Do make sure your footwear is clean for internal lettings
- ✓ Do remove any rubbish / use the designated waste bins at the facility
- ✓ Do leave the goals on the AGP as you find them (not in the middle of the pitch)
- ✓ Wear the appropriate footwear for any external lettings
- ✓ Park in designated areas and respect local residents
- ✓ Stick to the road markings and speed limits within the school site

DON'T

- X Don't use inappropriate language
- X Don't allow parents/spectators to stand in restricted areas
- X Do not bring alcohol onto the school site
- X Do not bring dogs onto the school site
- X Do not smoke or vape on the school site
- X Do not make excessive noise when entering or leaving the school site

