

We are an **ambitious** and **inclusive** Trust of Schools
strengthening communities through **excellent** education.

Lettings Policy

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1.0 Policy Statement

- 1.1 The Ted Wragg Multi Academy Trust's mission is to transform lives, strengthen communities and make the world a better place. Lettings and community engagement are important to the Trust and its Schools. By letting our premises, we intend to:
 - maximise the use of Sidmouth College for the benefit of communities (health, social inclusion and enjoyment)
 - ensure that the educational use of the building is prioritised without prohibiting other users
 - provide cost-effective access. Profit margins will be welcome when derived from private or commercial usage but is not the objective when facilitating educational activity. All charges must at least cover cost
 - enhance the work of Sidmouth College, by building relationships, and widening networks with a range of organisations placing Schools at the heart of their communities
- 1.2 This policy aims to clarify the procedure for Sidmouth College who manage their own lettings of buildings and grounds so that all agreements are entered into with both parties knowing what they can expect and how to address any issues that might arise.
- 1.3 Sidmouth College is aware that it has resources that are of great value to the wider community and to local community groups and sports clubs, etc. While Sidmouth College will aim to support these groups and clubs wherever possible, it will ensure that the letting of facilities will at no time compromise or interfere with the core activities of Sidmouth College in providing a high-quality education to its pupils.

2.0 Legal Framework

- 2.1 This Policy will be published on Sidmouth College website and will be included in the Trust's Policy Monitoring Schedule.

3.0 Responsibilities

- 3.1 The headteacher is accountable for:
 - reviewing and managing Sidmouth College's lettings policy, and for promoting and exploring the expansion of Sidmouth College lettings options
- 3.2 reviewing prices annually in consultation with the Shared Services Finance Lead. Prices should reflect the type of letting, cost and local market factors
- 3.3 Sidmouth College will nominate or outsource a lettings coordinator / administrator who is responsible for maintaining records of bookings (including the completion of booking agreements) and for identifying the sums due from each organisation in accordance with standard pricing.

4.0 Administration of bookings

- 4.1 When an approach is made about a letting, Sidmouth College lettings process is followed.
- 4.2 Prior to sending the forms for completion, the lettings coordinator / administrator will consult the head or responsible member of leadership team regarding the appropriateness of the letting and once agreed, check that the building / grounds are not already in use.
- 4.3 The process will require completion of the hire agreement and terms and conditions of hire as a minimum (see Appendix 1), in conjunction with Sidmouth College booking system / process
- 4.4 Where lettings involve children participating under the age of 18, safeguarding arrangements will be followed and enhanced DBS detail seen and recorded in the SCR by the letting's administrator (see Safeguarding section below and within the terms and conditions of hire)
- 4.5 Sidmouth College has priority use of the property to cover day to day teaching and curriculum needs

- 4.6 Sidmouth College will always seek to at least cover its costs unless it is a direct beneficiary of a fund-raising activity
- 4.7 Sidmouth College will seek to treat hirers fairly
- 4.8 Hirers will be expected to respect Sidmouth College property and honour all Sidmouth College and legal regulations which may be in force at any time
- 4.9 The person signing the hire agreement and terms and conditions of hire is responsible for all aspects of the letting
- 4.10 Sidmouth College will only allow hiring of the premises for purposes considered appropriate and suitable. The Shared Services Finance Lead will be consulted in cases of uncertainty

5.0 Definition of a Letting

- 5.1 A letting is defined as any use of Sidmouth College buildings or grounds by either a community group or a commercial organisation, usually taking place in the evenings, at weekends or during Sidmouth College holidays. Activities which fall within the corporate life of Sidmouth College, such as extra-curricular activities for pupils organised by Sidmouth College staff, are not considered lettings.

6.0 Category of Letting

- 6.1 There are three categories of user who should be prioritised in this order.
 - Educational (of direct benefit to Sidmouth College)/statutory user¹
 - Community/voluntary user (education and training, fund-raising, playschemes, not-for-profit)
 - Commercial/private user
- 6.2 The category will be decided by the Head Teacher in consultation with Sidmouth College lettings lead /Finance, where appropriate.

7.0 Priority for Lettings

- 7.1 The Trust considers that lettings of direct benefit to Sidmouth College and lettings that benefit the local community should be prioritised over commercial and private lets.

8.0 Inappropriate Lettings

- 8.1 Sidmouth College retains the right to reject applications for lettings from individuals or groups whose activities, values or beliefs are considered to be incompatible with the ethos of Sidmouth College.

9.0 Documentation

- 9.1 All formal hiring of Sidmouth College premises, including those for which no charge is made, shall be appropriately documented. All hirers must complete a booking agreement and are to receive a copy of the 'Terms and Conditions of Hire'. The booking agreement is a contract which Sidmouth College may enforce by law.

¹ Usage laid down by statute must be accommodated – e.g. use of Sidmouth College as a polling station. It is the decision of the headteacher whether to close Sidmouth College for operational/security reasons. A Risk Assessment will be required. Candidates at parliamentary or local elections are also entitled to use facilities (at times that do not conflict with educational purposes, and between notice of the election and the day preceding the day of the election). Charges must cover cost only.

10.0 Terms and Conditions of Hire

- 10.1 The conditions under which Sidmouth College premises can be used by the hirer are contained in the Terms and Conditions of Hire Agreement (See Appendix 1).

11.0 Scale of Charges

- 11.1 Sidmouth College, in consultation with the Shared services Finance Lead, will annually set the hire charge for each category of letting and will review the categories of lettings. Certain lettings for local community or charity use may be subject to no fee or a nominal fee covering costs only.
- 11.2 On no account will general annual grant intended for the support of our pupils and the delivery of the curriculum be used to supplement lettings.

Sidmouth College lettings Prices from 01/05/2025										
Hire period must include set up and break down times										
ROOM/SPACE	PER	Monday - Friday			Saturday			Sunday		
		Hours available 16:30 - 21:00 Minimum hire period 1hr			Hours available 08:30 - 21:00 Minimum hire period 1hr (min. 1 month notice reqd)			Hours available 09:00 - 18:00 Minimum hire period 2hrs (min. 1 month notice reqd)		
		EX VAT	VAT	INC VAT	EX VAT	VAT	INC VAT	EX VAT	VAT	INC VAT
MAIN HALL (WITH SEATING)	HOURLY	£ 30.00	£ 6.00	£ 36.00	£ 48.00	£ 9.60	£ 57.60	£ 66.00	£ 13.20	£ 79.20
MAIN HALL NO SEATING	HOURLY	£ 25.00	£ 5.00	£ 30.00	£ 43.00	£ 8.60	£ 51.60	£ 61.00	£ 12.20	£ 73.20
DANCE STUDIO	HOURLY	£ 30.00	£ 6.00	£ 36.00	£ 48.00	£ 9.60	£ 57.60	£ 66.00	£ 13.20	£ 79.20
CANTEEN	HOURLY	£ 15.00	£ 3.00	£ 18.00	£ 33.00	£ 6.60	£ 39.60	£ 51.00	£ 10.20	£ 61.20
STANDARD CLASSROOM	HOURLY	£ 20.00	£ 4.00	£ 24.00	£ 38.00	£ 7.60	£ 45.60	£ 56.00	£ 11.20	£ 67.20
SMALL MEETING ROOM (4 PERSONS)	HOURLY	£ 15.00	£ 3.00	£ 18.00	£ 33.00	£ 6.60	£ 39.60	£ 51.00	£ 10.20	£ 61.20
LARGE MEETING ROOM (10 PERSONS)	HOURLY	£ 20.00	£ 4.00	£ 24.00	£ 38.00	£ 7.60	£ 45.60	£ 56.00	£ 11.20	£ 67.20
SPORTS AREAS	PER	Monday - Friday			Saturday			Sunday		
		Minimum hire period 1hr			Minimum hire period 1hr (min. 1 month notice reqd)			hire period 2hrs (min. 1 month notice reqd)		
		EX VAT	VAT	INC VAT	EX VAT	VAT	INC VAT	EX VAT	VAT	INC VAT
Please note that Sidmouth college does not offer Toilet or changing facilities										
PLAYING FIELD (SUMMER HOLIDAY ONLY)	HOURLY	£ 15.00	£ 3.00	£ 18.00	£ 33.00	£ 6.60	£ 39.60	£ 51.00	£ 10.20	£ 61.20

12.0 Value Added Tax

- 12.1 Sidmouth College is constrained by law to apply value added tax to all transactions where this is appropriate. The advice of the Shared Services Finance Lead should be sought.

13.0 Complaints Procedures

- 13.1 The trust complaints policy will be followed for any complaints raised regarding lettings.

14.0 Health and Safety

- 14.1 Sidmouth College is responsible for ensuring that the means of access or egress are safe for the use of the hirer and that the plant or equipment used by the hirer is safe. If the hirer discovers a hazard, they should act to ensure the site supervisor on duty aware of it. Hirers will be issued with an external lettings emergency procedure which will include a set of instructions in case of an emergency. It will also require hirers to acquaint themselves with the safety procedures in Sidmouth College and to co-operate with them.

- 14.2 Hirers have a responsibility to ensure that all their activities are safe and are responsible for the behaviour of people during the let, including ensuring the safety of people from violence or any avoidable harm.
- 14.3 Hirers must have in place, and provide upon request, written risk assessments for activities being undertaken
- 14.4 Hirers must be responsible for maintenance of all equipment they bring onto Sidmouth College site
- 14.5 Electrical items are not to be brought on site, unless agreed with Sidmouth College and suitable PAT testing certificates and risk assessments have been provided by the hirer
- 14.6 Hirers should familiarise people using the premises with fire and health and safety arrangements.
- 14.7 Hirers are responsible for first aid requirements of their participants and are responsible for providing the necessary equipment and staff to attend to these incidents
- 14.8 Any accidents or near miss incidents should be reported to Sidmouth College as soon as possible and an accident investigation will take place if appropriate

15.0 Insurance

- 15.1 Hirers will be asked to arrange suitable insurance for their activities to cover any damage to the premises, furniture or fittings and to indemnify Sidmouth College against all actions relating to personal loss, damage or injury.
- 15.2 Copies of liability insurance will be required on booking and annually on the anniversary of expiry thereafter

16.0 Damage

- 16.1 The hirer will be liable for the full cost of repair or replacement of any fixtures or fittings that become unserviceable or unsuitable for use through damage caused by any person running or attending the hired function.

17.0 Cancellations

- 17.1 The full fee will be payable if the booking is cancelled by the hirer less than seven days before event.
- 17.2 Sidmouth College reserves the right to cancel any booking, whether confirmed or not, without prior notice.

18.0 Equal Opportunities

- 18.1 Sidmouth College premises or facilities should not be let to any group or organisation that does not subscribe to Sidmouth College's policy on equal opportunities.

19.0 Safeguarding

- 19.1 All hirers involving groups with children under the age of 18 must provide:
 - evidence of an Enhanced DBS,
 - details of the Designated Safeguarding Lead,
 - safeguarding arrangements and risk assessments pertaining to the activities with ratios and escalation process
- 19.2 For activities run by external agencies for children, such as after Sidmouth College clubs for instance, Sidmouth College will confirm:
 - whether the organisation is registered with OfSTED

- whether the organisation has a child protection policy
 - the names of the leader and regularly attending adults
 - whether appropriate disclosure and barring checks have been completed.
- 19.3 The letting agreement will specify that the hirer undertakes to ensure suitable arrangements are in place regarding safeguarding children and child protection and that Sidmouth College can request to see copies of processes and policies pertaining to safeguarding at any time
- 19.4 Sidmouth College reserves the right to terminate any lettings agreement with immediate effect if the user does not have these in place.

20.0 Linked Policies

- Health and Safety
- Equal Opportunities

21.0 Policy Review

- 21.1 This policy will be reviewed annually

Appendix 1 – Hire Agreement with Terms and Conditions of Hire

Lettings Hire Agreement (for completion by Sidmouth College)

Part 1 – Hire Details

Hirer:	The person or organisation identified as the client in the “Bookings” section of the Website.
Sidmouth College:	Sidmouth College where the Venue is situated.
Venue:	The area referred to under the heading “Space” in the “Bookings” section of the booking form.
Site:	Sidmouth College where the Venue is situated.
Date of Hire:	The date under the heading “Date” in the “Bookings” section of the Website.
Period of Hire:	In respect of each entry in the “Bookings” section of the Website, the time as set out in the headings “Start Time” and “End Time”.
Hirer’s Representative:	The person or persons notified by the Hirer to Sidmouth College in writing as the Hirer’s nominated representative.
Hirer’s Attendees:	All users of the Venue expressly or impliedly invited to the Venue by the Hirer or under the control or direction of the Hirer and all staff or agents of the Hirer.
Charge	The cost of the hire of the Venue for the Required Period as set out under the heading “Gross Cost” in the “Bookings” section of the Website.
Website:	The Website operated by Sidmouth College which the Hirer has used to book the Venue.

Part 2 – Contract Terms

1. The agreement between the Hirer and Sidmouth College permitting the Hirer to use the Venue for the Period of Hire is made up of:
 - a) the Hire Details.
 - b) the Contract Terms.
 - c) the Terms and Conditions.
 - d) the Conditions and Guidelines.
2. The agreement is entered into on the date that Sidmouth College confirms the booking following a request made by the Hirer by either:
 - a) submitting a booking request using the website; or
 - b) making a booking request via Sidmouth College email for lettings

A booking will only be considered as confirmed once an automated confirmation email has been sent by Sidmouth College to the Hirer using the contact details provided by the Hirer. Any acceptance may be subject to the Hirer submitting to Sidmouth College risk assessments, proof of NGB affiliation, Licenses & Safeguarding policies. Sidmouth College will confirm if any such additional submission is required.

3. Sidmouth College may alter the Contract Terms, Terms and Conditions and/or Conditions and Guidelines at any time and such alterations, amendments or additions will be effective upon the giving of seven days' prior notice by Sidmouth College to the Hirer.
4. Any breach of this agreement by the Hirer or any Hirer's Attendees shall entitle Sidmouth College to terminate the agreement and Sidmouth College shall be entitled to recover any losses suffered by Sidmouth College as a result of the breach of the agreement.

Part 3 - Terms and Conditions

1. Use of the Venue and Payments

- 1.1 Sidmouth College shall, subject to the provisions of this agreement, use reasonable endeavours to make the Venue available for use by the Hirer on the Date of Hire for the Period of Hire provided that Sidmouth College shall have no liability to the Hirer where the Venue is not available for use by the Hirer at the time booked due to circumstances beyond the control of Sidmouth College (including, without limitation, staff absences, adverse weather, elections, civic or public meetings, exams, power cuts or other events of force majeure).
- 1.2 In the event of any Hirer or Hirer's Attendees seriously or persistently abusing the facilities or staff (including, without limitation, smoking on site, wearing incorrect footwear or using the grounds as a toilet), Sidmouth College shall be entitled to suspend the Hirer's use of the Venue immediately.
- 1.3 Booking requests are made via a Sidmouth College Email address or other means of communication as agreed and:
 - a) the Charge must be paid immediately following the booking confirmation;
 - b) failure to pay the Charge immediately may result in Sidmouth College cancelling the booking or the Hirer being unable to hire Sidmouth College facilities in the future;
 - c) all amounts payable by the Hirer exclude amounts in respect of value added tax (VAT), which the Hirer shall additionally be liable to pay to Sidmouth College at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice;
 - d) if the Hirer fails to make any payment due to Sidmouth College under this agreement by the due date for payment, then, without limiting Sidmouth College other remedies, the Hirer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
 - e) all amounts due under this agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 1.4 The Hirer agrees and acknowledges that Sidmouth College does not, either expressly or by implication, warrant the premises to be fit or suitable for any sporting or recreational purpose for which the Hirer intends to use them and the Hirer shall rely entirely on their own skill, knowledge and expertise in choosing to use the Venue.

- 1.5 The Hirer shall discontinue any use of the Venue immediately upon it becoming reasonably foreseeable that:
- a) the Venue is not suitable for the use for which the Hirer has booked the Venue; and/or
 - b) a participant in or spectator of any activity or any other person is in danger of suffering injury, loss or damage.
- 1.6 The Hirer's access to the Venue is only permitted during Period of Hire on the Date of Hire.
- 1.7 **The Hirer agrees and confirmed that the Period of Hire includes the time for setting up and packing away.**
- 1.8 The Hirer or the Hirer's Representative must be present before any activity can commence and shall accompany all Hirer's Attendees offsite at the end of the Period of Hire.
- 1.9 Any equipment agreed by Sidmouth College for the Hirer to use must be returned after the Period of Hire to the storage area. Failure to comply with this requirement will result in the Hirer being liable to pay to Sidmouth College a caretaking / staff attendance fee of £10.00.
- 1.10 The Hirer shall not at any time and shall not permit any Hirer's Attendee at any time to disrupt the use of the Site by any other person or organisation or to cause any nuisance or annoyance to other users of the Site.
- 1.11 Where the Hirer or any of the Hirer's Attendees breaches any of the terms of the agreement, Sidmouth College has the right to require the Hirer and all Hirer's Attendees to leave the Site immediately.
- 1.12 Any cancellation by the Hirer of any booking must be made to Sidmouth College with at least 7 days' prior notice. If the Hirer fails to notify Sidmouth College of a cancellation in accordance with this timescale the Hirer will remain liable to pay the Charge as if the booking had proceeded.
- 1.13 Sidmouth College reserves the right to increase the charges for hire at any time on the giving of one calendar months' notice to the Hirer.
- 1.14 When using an All-Weather Pitch, the Hirer shall ensure all players are familiar with and comply with the footwear requirements which include, without limitation, that no blades are permitted to be worn. Breach of this condition will result in the booking being terminated immediately and the Hirer and all Hirer's Attendees being required to leave the Site.
- 1.15 The Hirer agrees and undertakes to leave the Venue in a clean and tidy condition and to remove any Hirer's decorations, displays and any other Hirer equipment from the Venue at the end of the Period of Hire.
- 1.16 The Hirer agrees and undertakes:
- a) not to do or permit to be done anything on the Venue which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to Sidmouth College or to any other customers of Sidmouth College, or any owner or occupier of the Site or any neighbouring property;
 - b) to permit Sidmouth College to search all containers, bags, boxes and equipment coming into or leaving the Venue, including those brought onto the Venue by the Hirer's Attendees;
 - c) not to cause or permit to be caused any damage to the Venue, including any furnishings, equipment or fixtures at the Venue;
 - d) not to smoke or permit smoking (including e-cigarettes) anywhere in the Venue;
 - e) not to fix any bolts, nails, tacks, screws, adhesives, tape or other such fixing devices to the walls or fabric of the Venue;

- f) not to display any advertisement, signboards, flag, banner, placard, poster, signs or notices at the Venue without the prior written consent of Sidmouth College;
- g) not to alter, move or interfere with any lighting, heating, power, cabling or other electrical fittings or appliances at the Venue, or install or use additional heating, power, cabling or other electronic fittings or appliances without the prior written consent of Sidmouth College;

1.17 Sidmouth College may, at its absolute discretion, make car parking facilities available for the Hirer's Attendees at the Site but where car parking facilities are made available any cars or other vehicles are parked at the risk of the owner and must be removed from the Site prior to the end of the Period of Hire. The Hirer will procure that entrance roads are kept free of traffic to allow vehicles to pass in an emergency.

2. Liability

2.1 Sidmouth College has obtained insurance cover in respect of its own legal liability for individual claims not exceeding £2,000,000 per claim. The limits and exclusions in this clause reflect the insurance cover Sidmouth College has been able to arrange and the Hirer is responsible for making its own arrangements for the insurance of any excess loss. It is recommended that the Hirer obtains insurance cover in respect of all risks which may be incurred by the Hirer, arising out of the hire of the Venue.

2.2 The restrictions on liability in this clause 2 apply to every liability arising in connection with this agreement including liability in contract, tort (including negligence), misrepresentation, restitution, deliberate fault or otherwise.

2.3 Nothing in this agreement limits any liability which cannot legally be limited, including (without limitation) liability for:

- (a) death or personal injury caused by negligence; and
- (b) fraud or fraudulent misrepresentation.

2.4 Subject to clause 2.3, Sidmouth College shall not be liable for:

- (a) the death of, or injury to, the Hirer or that of the Hirer's Attendees or any other guests or invitees to the Venue; or
- (b) damage or theft of any property of the Hirer or that of the Hirer's Attendees or other guests of invitees to the Venue.

2.5 Subject to clause 2.3 and clause 3.4, this clause 2.6 specifies the types of losses that are excluded: excluded specified types of loss.

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill; and
- (g) indirect or consequential loss.

2.6 Unless the Hirer notifies Sidmouth College that it intends to make a claim in connection with this agreement within the notice period, Sidmouth College shall have no liability for that claim. The notice period for a claim shall start on the day on which the Hirer became, or ought reasonably to have become, aware of the incident giving rise to the claim having and shall expire three months from that date. The notice must be in writing and must identify the incident and the grounds for the claim in reasonable detail.

3. Accident Reporting

3.1 All major injuries and accidents sustained on site (where additional medical assistance is required) should immediately be reported to Sidmouth College. Following the report of any accident, the Hirer will complete an accident form as soon as possible.

4. Specific Conditions

4.1 Notwithstanding any other provision of this agreement, the Hirer shall procure that the Hirer's use of the Venue and the presence on the Site of the Hirer and/or the Hirer's Attendees will not interfere with the provision of education by or the delivery of the curriculum by or the statutory obligations of Sidmouth College.

4.2 Any staff, contractors or consultants employed or used by the Hirer must be over 16 and the Hirer must procure full compliance with all employer obligations in relation to such staff, contractors or consultants. This includes an enhanced DBS check and evidence provided to Sidmouth College.

4.3 The Hirer shall familiarise themselves with notices relating to health, safety and fire precautions displayed relevant to Sidmouth College.

4.4 No portable electrical equipment shall be used at the Site by the Hirer unless it has undergone testing and certification for electrical safety by a competent person, in accord with the Electricity at Work Regulations 1989. (Such tests should be carried out annually or in the case of heavily used equipment more frequently). Sidmouth College reserves the right to inspect the documents at any time.

4.5 All Hirers (save in relation to a Hirer which is a company or other corporate body) must be aged 18 or over.

4.6 The Trust and our Sidmouth Colleges are committed to following the Equality Act 2010 and therefore may, at its absolute discretion, refuse bookings from any organisations whose aims, objectives and/or practices are not consistent with the Equality Act 2010, including the public sector equality duty. In the event that Sidmouth College is of such opinion, they shall inform the Hirer that such opinion has been formed and that therefore the Hirer will not be permitted to hire the Venue in which case:

4.6.1 the Hirer may, within seven days after receiving notification of the decision to refuse the booking, make written representations to Sidmouth College regarding the decision; and

4.6.2 if such written representation is made, the trust will take due account of such written representation and inform the Hirer as soon as reasonably practicable whether Sidmouth College has changed or maintained its decision to refuse the booking."

4.7 Hire of the Venue shall be deemed to include the use of tables and chairs only and does not include the use of other/sporting equipment and materials unless by prior arrangement with Sidmouth College and at additional cost.

4.8 Policy on use of and charges for equipment is determined by Sidmouth College at its absolute discretion. Where use is sought of specialist equipment or fittings a suitable qualified person must be available to

supervise such use and no such equipment or fittings must be removed or adjusted without previous approval of Sidmouth College

- 4.9 No equipment is to be brought onto the Site without prior written permission of Sidmouth College.
- 4.10 Where the Hirer wishes to bring and/or erect their own or outside equipment onto the Site they must request permission giving at least 7 days' prior notice in writing of their request and detailing the equipment, such permission to be granted or refused at the absolute discretion of Sidmouth College and either with or without conditions attached to any permissions given. Where the hiring is a repeat hiring the request for permission must be granted prior to the first date and specify all subsequent dates. Any such outside equipment is to be erected and dismantled promptly by the Hirer. Sidmouth College staff are not to be used in erecting and dismantling of outside equipment.
- 4.11 The Hirer shall make all the necessary arrangements for the acceptance at the Site as well as the removal of any property, scenery or other articles which may be required for the Hirer's own purposes
- 4.12 Where permission is granted by Sidmouth College to bring outside equipment onto the Site, the Hirer agrees to indemnify and keep Sidmouth College indemnified against all liability for the equipment and any and all claims actions or damages arising from the use and/or misuse of that equipment.

5. Licenses

- 5.1 Intoxicating liquor shall not be sold, supplied or brought on to the Site without the prior written consent of Sidmouth College. Where Sidmouth College provides such consent, the Hirer shall be responsible for obtaining any necessary Occasional Justices Licenses for the hired premises and shall produce such License to Sidmouth College if called upon to do so.
- 5.2 The Hirer shall be responsible for obtaining any necessary music singing and dancing license in connection with the proposed use of the hired premises and any license that may be required under the Theatres Act 1968 for any statutory modification or re-enactment of it.
- 5.3 No betting, gaming, lottery or gambling in any form shall take place on the Site without the prior written consent of Sidmouth College.
- 5.4 No cinematograph exhibition shall take place on the Site without the prior written consent of Sidmouth College. The Hirer shall indemnify Sidmouth College against any infringement of copyright, which may occur during the hiring.

Part 4 - Conditions and Guidelines

1. Sporting affiliation

- 1.1 Sports groups and/or their instructors must be in membership or registered with the appropriate sporting national governing body and comply with that body's structure and level of coaching.

2. Disclosure and Barring Service

- 2.1 Sidmouth College may, in its absolute discretion, decide that a Hirer is required to produce Disclosure and Barring Service checks to Sidmouth College in respect of the Hirer, any Hirer's Attendees or any staff, contractor or employee of the Hirer to Sidmouth College as a condition of confirming a booking. Failure to

comply with such requirement or if such check reveals a conviction that is of concern to Sidmouth College, they may terminate the booking forthwith by notice in writing.

- 2.2 The Disclosure and Barring Service (DBS), checks can be applied for by anyone employing staff or recruiting volunteers for work with children, young people or vulnerable adults. Enhanced checks are required for anyone working regularly with children, young people or vulnerable adults. However, for those individuals who are in regulated activity with children, young people or vulnerable adults, an additional check on the barred lists must also be carried out through the DBS.
- 2.3 For more information on what is viewed as regulated activity and which check is required for your employees or volunteers, please visit:
https://assets.publishing.service.gov.uk/media/5b92b7f7e5274a424a8ef20b/Regulated_Activity_with_Children_in_England.pdf
- 2.4 There is now an update service available for all volunteers and employees to use, as well as that organisation who need to DBS check their workers. The aim is to reduce the number of times people have to do DBS checks and make it easier to share DBS results across agencies. The service is free for volunteers. However, everyone wishing to register on it, must do so within 14 days of receiving their DBS check. For more information about the DBS update service, please visit: www.gov.uk/dbs-update-service
- 2.5 Self-Employed: Please note that self-employed people must go through an organisation which is willing to carry out a DBS check on them and are not able to process a check on themselves directly with the DBS.

3. Safeguarding

- 3.1 The hirer must have a commitment that under no circumstances should any volunteer or member of their group inflict physical or psychological harm on a child. Assault of children is against the law. If any adult causes physical or psychological injury to or mistreats a child, they could be prosecuted for a criminal offence.
- 3.2 Sidmouth College will ensure safeguarding procedures and policies are in place.
- 3.3 Sidmouth College will have regard to Keeping children safe in education (KCSIE) when they hire out Sidmouth College’s facilities, if we receive an allegation, we will follow safeguarding policies and procedures, including informing the LADO.

I agree to the terms and condition of hire as detailed above on behalf of _____ (Hirer)

Signed _____

Name _____

Date _____

APPLICATION for HIRE of Sidmouth College PREMISES AND/OR GROUNDS

DETAILS OF HIRER

Name of Organisation or Hirer

Name of Responsible Officer

Address of Hirer.....

.....Post Code

Position in Organisation

Contact Phone Number(s)

Purpose of Hire

- I wish to hire the premises as detailed in the attached quotation.
- I have received a copy of the conditions of hire and I agree to abide by them.
- I agree to pay all charges that may be due.
- I acknowledge that my attention has been drawn to the requirement of having at least £2m of insurance cover for Public Liability.
- I acknowledge that my attention has been drawn to the requirement to comply with the school’s safeguarding, Health and Safety requirements and provided copies of documents where required.
- I can confirm that the use of the premises will not include the playing of pre-recorded music. **Yes/No (Please circle as appropriate)** If you have circled No, under the terms of clause 17 of the lettings policy, you are required to provide a copy of the Phonographic Performance Licence to authorise the usage of pre-recorded music before this letting can be approved.

Room/Area required	Date/s Required	Time/s Required (From/To)

Please detail any special facilities required below e.g. security, room arrangements, or additional equipment required. There may be an additional charge for these.

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Safeguarding checklist for Organisations hiring Sidmouth College venue with 5 or more staff

Name of Hirer / organisation	
Date of assessment	
Name of Sidmouth College staff conducting assessment	

Health and Safety. Please tick to confirm that you have:

- A written health and safety policy, including a risk assessment section*
- The names of an appointed person and/or at least one staff member who has first aid training
- A fire safety and evacuation plan
- Trained all staff members on health and safety
- created a GDPR-compliant registration form for the children in your care, including essential contact information and medical details
- taken a register at the start of each session

Safeguarding and child protection. Please tick to confirm that you have:

- a written child protection policy and written procedures in place*
- are aware of the specific safeguarding issues that can put children at risk of harm and undertake appropriate training (for example, abuse and neglect, peer-on-peer abuse)
- an appointed a suitably trained DSL
- made staff and volunteers aware of what to do if they have concerns about a colleague who may pose a risk of harm to children
- ensured that all staff and volunteers know the referral route into local authority children’s social care.

Suitability of staff and volunteers. Please tick to confirm that you have:

- taken appropriate steps during the recruitment of new staff and volunteers to ensure they are suitable
- determined whether your setting makes you a regulated activity provider
- undertaken the appropriate checks on staff and volunteers (for example, DBS, pre-employment, etc)
- regular reviews of the performance and suitability of staff and volunteers after appointment.

*Sidmouth college will require copies for our records

Safeguarding checklist for a volunteer, a paid employee, a lone provider or Organisations (with 4 or fewer staff) hiring Sidmouth College

Name of Hirer / organisation	
Date of assessment	
Name of Sidmouth College staff conducting assessment	

Health and Safety Please tick to confirm that you have:

- considered health and safety and taken steps to reduce risks
- an appointed person and/ or at least one staff member who has first aid training
- a fire safety and evacuation plan
- trained all staff members on health and safety
- more than one emergency contact number for each child (where possible) and knowledge of any medical concerns (held in compliance with GDPR)
- taken a register at the start of each session

Safeguarding and child protection Please tick to confirm that you have:

- a written child protection policy and written procedures in place*
- made staff aware of the specific safeguarding issues that can put children at risk of harm and undertake appropriate training
- appointed a suitably trained DSL
- made staff and volunteers aware of what to do if they have concerns about a colleague who may pose a risk of harm to children
- ensured that all staff and volunteers know the referral route into children’s social care.

Suitability of staff and volunteers Please tick to confirm that you have:

- taken appropriate steps during the recruitment of new staff and volunteers to ensure they are suitable
- determined whether or not your setting makes you a regulated activity provider
- undertaken the appropriate checks on staff and volunteers (for example, DBS, pre-employment, etc)
- regular reviews of the performance and suitability of staff and volunteers after appointment

*Sidmouth college will require copies for our records

Signature of Hirer: **Date:**

Letting Agreed on behalf of the Governors by:

Name:

Designation:..... Signature: Date:

Office Use ONLY:		£	
Room/ Area:			Entered in Lettings/College Calendar:
			Caretaker Advised:
Equipment:			Additional costs incurred:
			CT10/Invoice No:
Caretaking:			Invoice Date
			Payment Date:
VAT:			Amount paid:
Total Charge:			Payment Method:
Category of User:			Receipt No: