Appendix 1 | Hire Charges

Rooks Heath School

| Room | | |
|--|---|--|
| School Hall (200 person capacity seated) | £100 per hour | |
| Dance Studio | from £30 per hour | |
| Gyms | from £30 per hour | |
| Standard Classroom* | £15 per hour | |
| Theatre | From £75 per hour | |
| Studio | From £160 per day (8 hours), or from £90 per half day (4 hours) | |
| Car Park (if hired independently, otherwise included in lettings) | Given on request | |
| Technical support if required is extra (chargeable according to requirements). Set up time is £30 per hour | | |

Earlsmead Primary School

| Room | | |
|--|------------------|--|
| School Hall (80 person capacity seated) | £60 per hour | |
| Standard Classroom* | £15 per hour | |
| Playing Fields | £30 per hour | |
| Car Park (if hired independently, otherwise included in lettings) | Given on request | |

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

Please note: no catering facilities available on our premises.

Lettings Criteria:

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

This list is not exhaustive or exclusive.

The Tithe Academy Finance Team can be contacted on 020 88422 4675 or email <u>finance@rooksheath.harrow.sch.uk</u> or <u>finance@earlsmead.harrow.sch.uk</u>

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

| Appendix 2 | Letting Application Form (Part 1) |
|------------|-----------------------------------|

| DETAILS OF HIRER | | |
|--|---|-----------|
| Name of organisation: | | |
| Registered address | | |
| (for invoice purposes): | | |
| Contact name: | | |
| Contact address (<i>if different from above</i>): | | |
| Phone number(s): | | |
| Email address: | | |
| Copy attached of your organisation's (see Appendix 4, 11.2.6). | s safeguarding policy & evidence of up-to-date DBS checks | es 🛛 No 🗖 |

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

| DEPOSIT DUE ON RECEIPT OF INVOICE IN ORDER TO SECURE BOOKING; | £ |
|---|-------|
| This letting is subject to the terms and conditions set out in our 'Hire of Trust Use (Appendix 4). By signing this Booking Agreement, the hirer agrees to be bo | |
| Signed by the Hirer: | Date: |
| PRINT NAME: | |

Appendix 3Public Liability and Insurance Details (Part 2)

| . 1. | Public Liability | | Insurance |
|-------------|---|-------------------------|-----------|
| | Do you require Public Liability Insurance? | | |
| 1.1 | If you do not have valid PLI cover, the premium charged will be 7% of the agreed hire charge. This will be applied to your total invoice amount. | | |
| | PLI indemnifies the hirer in respect of their legal liability for accidental bodily injury, illness or disease to third parties or accidental loss of or damage to third party property arising out of the Hirer's activities. For example, if the Hirer negligently damages the building that they have hired then this policy would provide cover in respect of the cost of repairs to the property (less any excess). This may arise from a claim from the Trust. In addition, if someone trips and sustains an injury and it is proven that the Hirer has acted negligently, then this policy would provide cover in respect of a claim made for compensation. Insurance cover is provided by the ESFA RPA arrangement. | | Yes |
| 1.2 | If no, you must attach a copy of your organisation's Public Liability Insurance (PLI) Certificate to this document Indicate date your PLI expires | Copy attached Expiry | Yes Date: |

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

Appendix 4 Hire of Trust Facilities - Terms and Conditions of Use

| 1. | General Conditions | | |
|------|--|--|--|
| 1.1 | The Hirer must be over the age of 18 years; have completed the Lettings Application Form (Appendix 2), have adequate Public Liability Insurance cover in place (see Appendix 3) and have paid the required charges. | | |
| 1.2 | The Hirer is required to include preparation time and clearing-up time on the Application Form. Trust premises are generally unavailable for hire during normal term time Trust hours or later than 10pm. This may be extended to 11pm on Friday and Saturday evenings. All other times are by negotiation. The Trust is not available for hire on Bank Holidays or between 24th December and 2nd January. Bookings are not normally taken for a Sunday. | | |
| 1.3 | The Hirer, on arrival, should report any damage, litter or disorder immediately to the Site Supervisor on duty. | | |
| 1.4 | The Hirer is responsible for ensuring the number of people on site during the period of hire does not exceed the number given on the Letting Application Form (Appendix 2). | | |
| 1.5 | The Hirer is responsible for leaving the premises hired in a clean, neat and tidy condition. | | |
| 1.6 | The Hirer, on arrival, should report any damage, litter or disorder immediately to the Duty Site Supervisor. | | |
| 1.7 | The Hirer is responsible for the area of the premises hired and access and exit routes for the period of hire. The Hirer shall not assign or sublet the premises or any part of the premises. | | |
| 1.8 | The Hirer is responsible for ensuring that the let finishes promptly. The Trust will charge for the extra costs incurred for any delay. | | |
| 1.9 | All publicity for the hiring and all admission tickets etc. shall explicitly contain the name and address of the Hirer and the purpose of the event. Notices can only be displayed within the Trust site with the Trust's prior agreement. The Hirer is requested to inform the Trust in advance if the media is expected. | | |
| 1.10 | | | |
| 1.11 | | | |
| 1.12 | Parking is permitted in the car park (5 mph speed limit). Vehicles must not be parked where they would cause an obstruction. The Trust cannot accept liability for valuables or possessions that are lost or damaged in any way on or off Trust premises. | | |
| 1.13 | When classrooms are hired, the Hirer is responsible for ensuring the Tithe Academy pupils' property; work or equipment is not interfered with in any way. | | |
| 1.14 | Regular hirers of classrooms or sports facilities are assumed to attend each week and must notify the Trust of any absence without delay by contacting the Finance Department on 020 8422 4675. A charge is levied whether or not the facility is used. | | |
| 1.15 | All furniture should be returned to its original position at the end of the let. | | |
| 1.16 | The Trust prohibits the use of fireworks. | | |
| 1.17 | No candles are permitted on site. | | |
| 1.18 | Authorised Officers of the Trust may enter the premises at any time for any reason during the let. | | |
| 1.19 | The Trust may terminate the letting if the Hirer fails to comply with the Conditions of Hire or with Fire and Health and Safety regulations. | | |
| 1.20 | Any event deemed to bring the Trust's good name into disrepute can be cancelled at any time by the Trust. | | |
| 1.21 | The hirer is responsible for carrying out a risk assessment. The Trust may require the hirer to provide a copy of this assessment to the Site Supervisor. | | |
| 1.22 | Should the hirer need to call the emergency services during a let the Duty Site Manager must be informed. | | |

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

| 2. | Duty | Site | Supervisor | Responsibilities |
|------|--|---|---|-------------------------------|
| | The Site Supervisor on duty is responsible for making sure before and at the end of the letting that: | | | |
| 2.1 | The premises are open at the agreed time as stated on the application form or subsequently approved by the Trust. | | | |
| 2.2 | | | ecked to ensure a safe and sa cilities such as location of toile | |
| 2.3 | Fire / evacuation procedures are explained, and the location of fire exits shown and the location of the Assembly Point. | | | |
| 2.4 | In the event of an emergency, appropriate assistance (e.g., ambulance) is summoned. In the event of a fire alarm being triggered, ensuring that all persons follow evacuation instructions in clearing the buildings | | | |
| 2.5 | | | letting is taking place, ensuring tentrances are secure and made s | - |
| 2.6 | Premises are checked before and at the end of the letting for damage, and to ensure a clean, neat and tidy condition. | | | to ensure a clean, neat and |
| 2.7 | | e accommodation is hired b is checked in between eac | by more than one group on the s h letting. | ame day, to ensure that the |
| 2.8 | - | al, that users of the site do ult in damage to the buildir | not behave in a manner likely to g or its contents. | o cause injury to themselves |
| 2.9 | The Duty Site Su | pervisor will remain on site | e for the duration of the letting. | |
| 2.10 | No aspect of the Supervisor. | nese Terms and Conditions | s of Use are changed, and can | not be changed by the Site |
| 2.11 | | - | to ensure your event runs smoo f are treated in the same way. | othly and will treat you with |

| 3. | Health and Safety |
|-----|--|
| | The event organisers are required to take all necessary and appropriate action to ensure that the requirements of all relevant legislation, codes of practice and guidelines are met in full at all times, specifically: |
| 3.1 | Be aware of the basic requirements of the Health & Safety at Work Act 1974 and any other health and |
| | safety legislation and codes of practice relevant to the work of the Trust. |
| 3.2 | As the Hirer you have a legal responsibility and duty of care to ensure your own and others safe working |
| | conditions for the health, safety and wellbeing of users of Trust premises and facilities. |
| 3.3 | Ensure safe working practices and procedures throughout the Trust, including those relating to the |
| | provision and use of machinery and other apparatus. |

| 3.4 | Arrange systems of risk assessment to allow the prompt identification of potential hazards. |
|-----|---|
| 3.5 | The Hirer is responsible for arranging first aid provision for the period of hire. |
| 3.6 | The Hirer must arrange for an adequate number of responsible stewards to be present throughout the period of hire to assist in the preservation of order. At no time during the hiring may the number of persons present exceed the maximum stated in the Lettings Application Form (Appendix 2). Failure to comply with this condition may result in the let being terminated. |
| 3.7 | Permission to use the premises will not be granted if, in the opinion of the Trust, it is likely that the let would create unreasonable disturbance or inconvenience to the residents in the neighbourhood or would interfere with any existing occupations or Trust activity. Hirers are requested to respect the Trust's neighbours' rights. |

| 4. | Public Safety Conditions |
|------|---|
| | All conditions attached to the Let/Hire agreement and the Trust's Health and Safety Policy will be strictly |
| | observed. A copy of this Policy is available from the school website. Nothing shall be done which will |
| | endanger the users of the building or invalidate the policies of insurance relating to it and its contents. |
| | In particular: |
| 4.1 | Obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be |
| | available for free public access and exit at all times. |
| 4.2 | Firefighting apparatus shall be kept in its proper place and only used for its intended purpose. |
| 4.3 | In the event of an alarm the Duty Site Supervisor will deal with the location of the alarm and determine |
| | the cause. It is the Hirer responsibility to evacuate their people and ensure that no one re-enters the |
| | buildings until they have received the 'all clear' from the Duty Site Supervisor. |
| 4.4 | The Hirer is responsible for familiarising themselves with the procedure for evacuation of the premises, the escape routes, assembly points and shall be familiar with the fire-fighting equipment available. |
| 4.5 | The Hirer shall take account of their own lack of familiarity with the layout of the premises. |
| 4.6 | All responsible staff shall be made aware of emergency procedures for fire, first aid and accidents, ensuring that the fire safety provisions and the duties of other responsible persons within the premises are known to all users of the site. The Hirer is responsible for communicating this information to anyone attending the event or activity. |
| 4.7 | The fire brigade shall be called in the event of fire and the CFO and Headteacher will be informed immediately. |
| 4.8 | Performances involving danger to the public shall not be permitted. |
| 4.9 | Highly flammable substances shall not be brought into, or used, in any part of the premises. No internal decorations of a combustible nature, (e.g., polystyrene, cotton, hay etc.) shall be undertaken or erected without the consent of the CFO. |
| 4.10 | No latex materials, including balloons, may be brought onto the premises. |
| 4.11 | No unauthorised heating appliances shall be used on the premises. |
| 4.12 | All electrical equipment brought onto the premises shall be subject to regular PAT testing and certification provided in evidence. The intention to use any electrical equipment must be notified on the hire application form. The Board of Trustees disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment. |
| 4.13 | Adequate supervision must be provided to maintain order and good conduct with an adequate adult/pupil ratio to suit the needs of those involved in any activity. |

| 5. | Fire Alarm |
|----|------------|
| | |

| 5.1 | When the Fire Alarm sounds, leave the building with your visitors by the nearest exit and assemble in the |
|-----|---|
| | meeting point that the Duty Site Supervisor has advised. Use your register to determine whether all |
| | visitors are accounted for. Advise the Duty Site Supervisor accordingly. |

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

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

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

| 9. | Harrow Inspection Unit (Under 8s team) |
|-----|---|
| 9.1 | Guidelines about the registration of day care. |
| | The legislation for the registration of day care is set out in the Children Act 1989. If you have children under 8 who attend classes run by your organisation and they are in your care in non-domestic premises for 2 hours or more per day you must by law be registered. To apply for registration please contact the Registration and Inspection Unit on 020 8424 1948 between 9am and 11am on weekdays and speak to the Duty Officer. |

| 10.1 | To ensure that all organisations using the premises comply with the guidelines recommended by the |
|------|--|
| | Department for Education (DfE), requirements are detailed below which we expect all organisations to |
| | be able to answer and provide evidence of, where requested. |
| 10.2 | The point of contact for access to the file of professional and character references of al staff having |
| | contact with children and young people. |
| 10.3 | A Child Protection Policy which includes specific arrangements for dealing with the event of a child not |
| | being collected after the activity finishes. |
| 10.4 | A record of appropriate qualifications and registrations held by staff. |
| 10.5 | Registration details with an appropriate registered body as applicable. |

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

| 12. | Copyright and Public Performances Licences |
|------|--|
| 12.1 | The requirements in connection with the issue of licences for public dancing, music or any public |
| | entertainment must be strictly fulfilled. A Hirer who is organising entertainment for children must have |
| | regard to the requirements of Section 12 of the Children and Young Persons Act 1993. |
| 12.2 | No musical works in the repertoire of the Performing Rights Society may be performed in public on the |
| | premises except on payment to the Society of the appropriate fee. It is the responsibility of the Hirer to |
| | ascertain whether works to be performed are in the repertoire of the Society. A list may be obtained |
| | from the Secretary of the Performing Rights Society Ltd., 41 Streatham High Road, SW16 1ER. |
| 12.3 | No lecture, play or opera, drama, musical or other work in which copyright subsists shall be delivered or |
| | performed on the premises unless the consent of the owner of the copyright has been previously |
| | obtained. No performance of any recording no disc or tape etc., in which any copyright subsists shall be |
| | 2 |

| | given on the premises unless the previous consent of Phonographic Performance Ltd has been obtained |
|------|--|
| | by the Hirer. The Hirer must make their own enquiries as to the existence of any copyright. |
| 12.4 | The Hirer shall indemnify and keep indemnified the Academy from and against all costs and claims and |
| | demand, which may be made for any breach or infringement of copyright |