

Hire of Academy Premises Policy

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Hire of Academy Premises Policy

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1. Objective

- 1.1 The Harris Federation wishes to make every reasonable effort to facilitate the use of its academies by the community as a whole, whilst exercising its duty to protect the young people in its care and of stewardship over the resources entrusted to it.
- 1.2 Hirings must not interfere with the primary activity of the academy, which is to provide a high standard of education for all its pupils.
- 1.3 The purpose of this policy is to:
 - Provide clear guidance to academies on lettings and the hire of academy premises;
 - Promote the use of academy facilities by the wider community;
 - Safeguard the interests of Harris Federation and the academies;
 - Promote non-interference with the activities of the academy.

2. Definition of a Letting

- 2.1 A **letting** is defined as ‘any use of the academy buildings and grounds by parties other than the academy regardless of whether a hiring fee is charged’.
- 2.2 Use of the premises for activities such as staff meetings, parents’ meetings, governing body meetings and extra-curricular activities of pupils supervised by academy staff which fall within the corporate life of the academy does not require a letting agreement. They require risk assessments within the academy’s Health & Safety Policy but otherwise do not fall under the advice of this policy.
- 2.3 There are three types of letting agreements:
- 2.4 **License Agreement.**
 - 2.4.1 This arrangement is used when an individual or organisation wishes to hire part of the academy premises for their own activity. An example is the use of a MUGA (Multi Use Game Areas) pitch to play football, or use of a room for members of the public to practise sewing.
 - 2.4.2 Where an individual or organisation wishes to hire part of the academy premises, in order to run an activity for which they will charge those attending, an example is the use of a MUGA pitch to play football, or use of the academy hall to run a dance class. This will be arranged by a license if the academy staff (usually site staff) attend on site and remain in control of the premises throughout; otherwise a Transfer of Control Agreement is required.
 - 2.4.3 A Letting License Agreement must be completed for all lettings and shall list the details of the letting and the terms and conditions for the use of the premises. This agreement does not create a business tenancy. It is the normal form of hire agreement for almost all lettings.
- 2.5 **Transfer of Control Agreement.**
 - 2.5.1 This agreement is used when a third party wishes to use the premises to provide a service/activity to children or members of the community on the academy premises and control of the academy premises is transferred to the provider for the duration of the letting - that is, no academy staff (in most cases this will be the caretaker or site staff) will be present. Examples include events where the organiser has means of opening the premises and accepts responsibility for the safety and security of the premises during the letting.

- 2.5.2 It will be rare that academies share or transfer control of their premises and they must obtain the Federation's consent before entering into a Transfer of Control Agreement to ensure the correct agreement and permissions are obtained. This agreement does not create a business tenancy.

2.6 Long Term Agreement.

- 2.6.1 This agreement is used when the academy wishes to have an organisation on site which occupies parts of the premises on an exclusive basis for an extended period. The academy will not have access to or use of a room, rooms or other areas and the occupier controls the space and will usually lock it when not present.
- 2.6.2 An example is an independent nursery occupying a part of the academy premises, or a music school having an office that no academy staff use. A lease agreement is required for this arrangement. The lease creates a business tenancy and will be covered by Landlord and Tenant Legislation; therefore, any academy must contact the Federation who will draft the necessary lease agreement based on the individual requirements of the academy and the proposed user. Depending on the length of term of the use, this may need ESFA approval under the Academy's Funding Agreement. Failure to get that approval can result in breach of the Academy Funding Agreement.

3. Permitted use of the premises

- 3.1 The premises may be used for educational, recreational and social purposes subject to the following restrictions:
- Meetings of political parties and organisations or political rallies shall not be permitted;
 - No organisations shall be permitted to use the premises for any purpose if that organisation practices or supports any form of discrimination contrary to the Equalities Policies of the Harris Federation;
 - All hirers must agree to comply with the Academy Terms and Conditions of Use of the PremisesW and any failure to agree or comply will result in the letting being cancelled or terminated;
 - All hirers must adhere to KCSIE which also references afterschool clubs, community activities, and tuition safeguarding for providers. Hirers must, as a minimum, meet the standard list on pages 11 & 12 of this [guidance doc](#).
- 3.2 See **Annex E** for the permitted use of premises.

4. Security

- 4.1 Except where the letting is to be by means of a Long-Term Lease and the lessee has their own key to the area of premises in which they operate:
- There shall be a member of the academy staff on site throughout the duration of the letting;
 - No keys shall be provided to the hirer at any time;
 - No security codes shall be disclosed to any hirer at any time;
 - ICT equipment must not be accessible.

- 4.2 The Federation will from time to time issue guidance on vetting applicants who wish to hire the premises. Academies must comply with the guidance and make arrangements to record all steps taken. Hirers must also comply with the guidance within the DfE guidance doc – [‘After-school clubs, community activities, and tuition – Safeguarding guidance for providers’](#).

5. Vetting Particular Types of Hirer

- 5.1 If a hirer wishes to book the premises to run clubs or classes involving sports training or matches, the academy must seek confirmation of coaching and other qualifications, awarded by National Governing Bodies, held by the leaders of the activity. If any activities involve children under 18, then an enhanced DBS (with List 99) certificate covering the activity leaders will need to be provided with a completed vetting sheet as per Annex G which is reviewed annually in September. Staff must obtain an updated copy from the HR manager at the academy, the central sharepoint area or the central safer recruitment team.
- 5.2 If academies have any doubts about the suitability of activities for which their premises are being hired or the bona fides of the hiring group, they should contact the Federation Commercial Team who can provide advice. Please see **Annex D** - Vetting Procedure.

6. Publicity

- 6.1 The hirer may advertise the event or activity using the academy address only once the agreement has been confirmed.
- 6.2 The hirer may use the academy notice boards, after obtaining permission from the academy, to advertise the event or activity but shall not be permitted to attach any banner, poster or other publicity material to any part of the academy including its exterior fencing and railings without the permission of the Principal.
- 6.3 Publicity material in whatever form shall not state explicitly or implicitly that the academy is involved in the management or supervision of the event or activity unless this is the case. For example, a hiring organisation may not state in its brochure - “in partnership with Harris Federation”.
- 6.4 The content of all publicity material, whether by electronic means or by published notice or handbill or poster, must be approved in advance in writing by the Principal of the Academy. In the event that publicity material is disseminated contrary to this provision, the academy shall have the right to cancel the letting and any deposit paid will be non-refundable and retained by the academy.

7. Event Refusal or Cancellation

- 7.1 Academies shall always reserve the right to refuse or cancel any booking where it deems it is in its own interest to do so. The circumstances in which this might happen include (but are not restricted to):
- Advice from the Police, Charity Commission or other recognised authority that the event should not be allowed to go ahead, or a particular people booking our facilities should not be allowed to attend;
 - A hirer publicising an event before it has received formal approval from the academy;
 - A hirer making any change to its event content, speakers or publicity materials which in the view of the academy may have prevented the granting of the booking;

- New information coming to light about the organisers or the people booking our facilities which, had it been known at the time of the booking, may have prevented the academy from granting the booking.

7.2 **Cancellation on the day of the event.** There may be circumstances where the academy has to cancel an event on the day of the event itself, even if the event has already started. Circumstances include:

- A hirer or people booking our facilities diverging from what was agreed in the booking. For example, circulating promotional material that has not been agreed by the Principal;
- A threat to public order, from whatever source, where it is deemed that allowing the event to continue may cause harm;
- Any other unforeseen circumstances, such as serious power failures, failure of water supply, or any other factors, where the academy (or staff acting on its behalf) deem it inappropriate to continue with the event.

7.3 Deciding whether to allow or not to allow an event to take place may not initially be completely clear cut. If academies are in doubt, they should contact the Federation for further advice and guidance.

8. Charges for a Letting

8.1 The Principal of each academy is responsible for setting charges for all lettings on the academy premises in its charging policy (**Annex F**).

8.2 A charge will be levied which includes but is not limited to the following:

- Cost of services (e.g. heating & lighting) which will be used during the letting of the premises;
- Cost of staffing (e.g. staffing, caretaking & cleaning) required to allow the letting to proceed;
- Cost of “wear and tear” on premises and equipment;
- An hourly rate for the cost of cleaning/making good if facilities are not left as found by hirers.

8.3 In setting the charging policy, the Principal must ensure that the charges will be sufficient to always cover all costs of lettings. Lettings must not be permitted that make a loss as this is an irregular use of the academy funding.

8.4 Letting agreements apply only to the use of premises and the provision of tables and chairs; if the hirer wishes to use any academy equipment this will be the subject of a separate charge and a separate contract. The Principal is responsible for deciding what equipment may be made available for hire and what charges shall be made but no provision may be made for allowing use of the academy kitchen, IT equipment or resources unless approved by the Federation Estates & Commercial Director and CEO.

8.5 The Principal may allow a discount on the normal charges to charitable organisations or staff members, provided always that no letting may be permitted at a rate which represents a net cost to the academy. The circumstances and the maximum discount permitted must be set out within the charging policy.

8.6 The charges must be reviewed and approved annually by the Governing Body. Charges for the academy year starting on 1st September should be set at the Summer Term meeting of the Governing Body preceding the start of the year and made available to all hirers once approved.

- 8.7 **VAT.** Academies must apply Value Added Tax to all transactions where appropriate and show charges both inclusive and exclusive of VAT in its schedule of letting rates. The Federation will provide guidance to academies via the Finance Business Partners on the application of VAT.
- 8.8 **Payments in advance.** Academies may require a deposit over and above the hiring charge as a surety against damage to the premises and any equipment or the premises being left in an unacceptable condition thereby incurring additional cleaning costs, caretaking wages or other expenses for the academy. The Principal must decide on the circumstances in which a surety charge will apply and the amount of the charge.
- 8.9 Charges for lettings must be paid in advance and the academy must not allow any hirer access to the premises or use of any facility if the charges have not been paid in full by the day the letting is due to take place. Where a letting is over an extended period, the academy will agree with the hirer an appropriate interval at which payments should be made. The principle should always be not to create a situation in which a hirer can default on payment.

9. Letting Times, Available Facilities and Equipment

- 9.1 At the same meeting at which the charges for letting premises are set, the Principal must consider the facilities that they wish to make available for letting and the times at which lettings may take place.
- 9.2 In setting this the Principal shall take into account:
- Impact on the academy day;
 - Impact on staff requirements including site staff and administration staff;
 - Wear and tear on premises and resources;
 - Impact on residents and other organisations in the area;
 - Insurance implications.
- 9.3 For academies that have been constructed recently, it is important to check that the planning permission for the building does not impose requirements on making the facilities available for community use. Academies should conform to the provisions of such community use agreements, or they may be in breach of their planning permission. If in doubt, consult the Federation Estates & Commercial Team for advice. Occasionally, such agreements require joint use.
- 9.4 Principals should ensure that overall income, within any policies agreed, compensates the academy for the full cost of any use of its premises.

10. Appeals Procedure

- 10.1 If a potential hirer has an application to hire rejected or a letting is cancelled, they have the right to appeal to the Principal against the decision.
- 10.2 Any hirer wishing to appeal against a decision to reject a booking must be advised to submit their appeal in writing to the academy office. The appeal must state clearly the date and nature of the event and the reasons why the hirer considers that the appeal has a sound legal basis and their accepting the booking will not harm the academy's interests they may overturn the decision to reject the letting.

11. Complaints Procedure

- 11.1 If a hirer is dissatisfied with any aspect of the service he/she has received, they must at the earliest opportunity attempt to resolve this with the staff of the academy. Every effort will be made to resolve disputes between the parties quickly and effectively.
- 11.2 In the event of a dispute, the complaint procedure must proceed as follows:
- Academies to contact the relevant hirer to try and resolve the problem;
 - If the matter remains unresolved, the hirer may submit a complaint in writing to the Principal;
 - If the Principals fails to satisfy the complaint, the hirer may complain in writing to the Federation at its registered office.

12. Legal and Contractual

- 12.1 Each academy shall draw up a set of terms and conditions for the use of its premises and in every letting shall require that the hirer agrees to comply with all terms and conditions. A model set of terms and conditions is provided in **Annex B**. Where academies wish to use other terms and conditions, these must be approved by the Federation before they are adopted.

13. Record Keeping

- 13.1 Each academy shall nominate a member of staff to be responsible for co-ordinating and managing lettings. This person shall keep a register of all bookings accepted in a diary format with columns so that:
- Applications can be accepted without the risk of double booking.
 - Vetting procedures can be recorded and checked.
 - Lettings income can be reconciled to lettings accepted.

14. Template forms and Terms

- 14.1 Template forms and terms are detailed in the Annexes.

Annex A: Hire Request Form

- A.1 This form must be completed and returned to the academy – no hire is agreed until the academy return a signed copy.
- A.2 Hirers should note that the Academy may carry out background checks into any person or organisation and may reject any application or cancel any booking in accordance with the Terms and Conditions.

Name of Hirer	
Organisation (if applicable)	
Type of organisation (e.g. Club, Company, Registered Charity)	
Person(s) in charge of sessions if not Hirer	
Contact and billing address	
Contact telephone - mobile	
Contact Telephone - landline	
E mail (s)	
Third party and public liability insurance. Please give details of your insurer and attach a copy of your policy and schedule	
What activities will be undertaken during the hire? What is the general purpose of the hire?	
Will the activity be restricted to members or individuals who have signed up to take part, or is it open to members of the public to turn up without booking?	

If your activity involves any physical activity or sport or instruction and coaching please give details of the qualifications of your tutors/coaches and provide evidence of their qualifications and membership of national bodies	
If the activity involves young people (under 18) please attach your safeguarding policies and evidence that staff leading the activities have enhanced DBS certificates as per the Federation safeguarding vetting form (Annex G)	
Facility required –give details of rooms, spaces required	
Other resources required – enter number of table and chairs and any other resources	
Date (enter single date or details of block booking if required)	
Time of booking from	
Time of booking to	
Fee (to be advised by academy staff)	
<p>I apply to hire the Academy premises and resources in accordance with the above details. I confirm that I have read and understood this entire document and will comply with the academy's Terms and Conditions of Hire and Health and Safety Expectation Statement</p> <p>I understand and agree that I/we must comply with the minimum guidelines detailed in 'After-school clubs, community activities and tuition – safeguarding guidance for providers'</p>	
Signed and dated (Hirer)	
Print name	
Signed and dated (for the Academy)	
Print name	

Action/check	Notes and any details	Date	By
Booking accepted			
Booking diary updated			
Site staff notified			
Proof of identity checked			
Marketing material approved			
Coaching or other qualifications required and seen?			
DBS check required and seen?			

Financial control	Amount	Date
Total fee	£	
Deposit received	£	
Invoice sent	£	
Invoice number		
Payment received	£	

Annex B: Terms and Conditions of Hire

To be amended by the academy to meet its specific context

Harris Academy XXX

TERMS OF HIRE OF ACADEMY PREMISES

1. The undertaking to allow the hire of any part of the premises in this Terms of Hire (Terms) is made by Harris Academy XXX (the Academy) to the Hirer and any rights granted by the Terms of Hire are granted solely to the Hirer and may not be transferred to another by the Hirer.
2. The Academy will only consider the hiring of any property to bona fide organisations, clubs or recognised groups and will not consent to an application for hire from individuals.
3. Hiring will not be made to persons under the age of 21.
4. Application for hire must be made on the application form provided which will form the basis of the Agreement for Hire and must be accompanied by an appropriate booking deposit which is non-refundable. An Agreement for Hire will then be sent to the hirer to sign and return. Full payment for the hire, including an appropriate damage deposit, is to be made **one calendar month** before the hire. If this is not received on time the Academy reserves the right to cancel the booking.
5. The Academy also reserves the right to amend or cancel block bookings made in advance at the end of each block booking period if priorities of use or programming change or there have been issues with appropriate use or behaviour.
6. The Hirer shall not use any hired property or equipment for any purpose other than as specified in this Agreement of Hire. The Academy reserves the right for its duly authorised officers to enter and/or inspect any hired property or equipment at any time and to terminate this Agreement immediately if the terms of Agreement are not being observed.
7. The Academy reserves the right to cancel any Agreement of Hire at any time upon giving notice to the Hirer in writing in the event of the Academy requiring any hired property for any purpose or for any other reason which is considered necessary by the Academy.
8. The Academy retains the right to cancel any Agreement of Hire before hiring commences if it is felt that the hire is likely to be of an undesirable or objectionable nature and to refund any money paid by the Hirer less the booking deposit. In the event of cancellation by the Academy for the reasons stated then the Academy shall not be liable to pay any compensation to any person(s) or organisation in respect of that cancellation.
9. Bookings cancelled by the Hirer will not result in any refund if cancelled within fourteen days of the date of hire. Any notice of a cancellation of booking must be made in writing and received by the Academy prior to fourteen days before the hire. Cancellations within fourteen days of the date of hire will result in a half fee being charged and within 48 hours in the full fee being charged.
10. Under the Health and Safety at Work Act 1974 (Section 4), the Academy has a general duty to maintain safe access and egress to and from its premises in the event of an emergency and to provide details of the emergency procedures to Hirers. Details of such emergency procedures are attached to this Agreement of Hire. Hirers are responsible for acquainting themselves with the arrangements for emergency evacuation, the nearest means of raising the alarm and the nearest

firefighting appliance to their area of occupation. Hirers are to ensure that fire exits remain unlocked and that all means of escape are kept free from obstructions.

11. Smoking is not permitted inside or outside any hired property. No drugs are to be used, distributed or sold on the premises.
12. Both the hirers and academy will adhere to the Federation and Academy Health and Safety policies and procedure.
13. The hirer will comply with the DfE guidance detailed in 'After-school clubs, community activities, and tuition – Safeguarding guidance for providers' available at this link à [Guidance](#).
14. **The sale of alcohol is not permitted on the hired premises.**
15. Animals, other than guide dogs, are not permitted on the premises without the prior written consent of the Academy.
16. No alterations or additions may be made to the electrical lighting or power arrangements existing at the time of hire without the written consent of the Academy. The Hirer will comply with all conditions attaching to such consent. The Academy retains the right to impose an additional charge for excess electricity consumption if warranted by any such alterations or additions made.
17. No nails, tacks, screws, bolts, adhesive tapes, glues or any other means of attachment shall be used anywhere on any property hired in the Agreement of Hire or any part of any such property. The Hirer shall not treat or apply any substance whatsoever to the floor or any part of the floor of any property hired in the Agreement of Hire or any part thereof for any purpose whatsoever without the prior consent of the Academy.
18. The Hirer shall not use the premises for any commercial purpose without the prior written consent of the Academy. The Hirer will supply all information reasonably required by the Academy when applying for such consent and where consent is given will comply with all conditions attached to it.
19. Nothing shall be done on, or in relation to, the premises in contravention of the law relating to betting, gaming and lotteries, and the person or organisations responsible for functions held in the premises shall ensure that the requirements of the relevant legislation are strictly observed.
20. Under no circumstances will the hirer use any of the academy's IT or it's infrastructure unless otherwise agreed in writing by the Head of Infrastructure at Harris Federation head office.
21. The number of persons using any property hired in this Agreement of Hire shall not exceed the number authorised by the Academy when consenting to the hire and in any event shall not exceed *300 persons*.
22. The Academy's performance licence does not apply to the performance of dramatic or musical works if not performed by the Academy itself. For the performance of such works, the Hirer must themselves obtain the permission of the copyright owners. Nor does the Academy's licence cover the copyright that subsists in actual records, tapes or compact discs, as distinct from the recorded material itself. The Hirer, therefore, must obtain the appropriate licence if the function for which premises are hired involves the playing of recorded material.
23. The Academy premises are not licensed for public entertainment. The collection of money for admission by the general public for the purposes of public entertainment or for any activity for which a Public Entertainment Licence is required cannot be permitted unless the Hirer applies for

and obtains an Occasional Public Entertainment Licence from the Environmental Health Department of the local authority.

24. Where car parking is permitted the Hirer must ensure that adequate stewarding is provided. *Vehicles must only be parked in areas designated by the Academy either before or during the hire.* The Academy takes no responsibility for damage to cars while on Academy property.
25. Access to the Academy must be by the appropriate entrances as identified by the Academy staff on duty.
26. The Academy does not accept any responsibility for any clothing articles or any other property left by the Hirer, the Hirer's guests, or agents or any member of the public on any property during the period of the hire. If any such articles or property are left at the Academy after the Hiring then they must be reclaimed within two weeks, failing which they may be disposed of by the Academy.
27. *The Hirer must be mindful that the Academy is situated in a residential area* and is to ensure that no excessive noise or nuisance is caused and that no damage is done to the hired premises or any other part of the Academy by the Hirer, the Hirer's guests or agents or any member of the public on the premises during the period of hire. If unruly behaviour or use of foul language occurs the hiring may be terminated and the participants asked to leave.
28. The Hirer shall be liable for any loss or damage which occurs to any property hired in this agreement during the period of hire or arising out of the hiring and the Hirer undertakes to pay upon demand to the Academy the costs of making good any aforementioned loss or damage. It is expected that hirers / participants are fully aware of the correct use of the hired facility and any equipment, and that they undertake to use them only for their intended purpose. A risk assessment for all activities will be supplied with the application for hire. Any equipment used must be returned to the appropriate place at the end of the booking. All hirers will be asked to sign an Agreement for Hire that will also indemnify the Academy. Professional hirers will be asked to supply their insurance details. Any damage to Academy property should be reported immediately to the Academy staff on duty.
29. The Hirer will indemnify the Academy in respect of any loss liability, claim or proceedings whatsoever arising under Statute or Common Law for death or personal injury to any persons whomsoever or damage to property arising out of or in the course of by reason of the hiring except where such liability loss or damage results from the negligence of the Academy, its servants or agents.
30. The Hirer shall effect Public Liability Insurance with the Academy's insurers in accordance with the schedule of cover terms and conditions in force for the time being under a policy maintained on the Hirer's behalf by the Academy. Further details of said policy are available to the Hirer on request. Entry into this Agreement of Hire shall be conditional upon the issue of such insurance. The Hirer hereby applies for the said insurance.
31. All bookings are subject to the Hirer occupying the premises only during the agreed period and vacating the premises at or before the end of that period which in *any case shall be no later than 11.30pm*. In the case of youth and junior organisations, a responsible adult (who has an Enhanced DBS with List 99 check and vetted according to Harris requirements) must be in charge throughout the period of the hire and the Hirer must comply with child protection legislation throughout.
32. If the premises hired are left in a condition which requires additional cleaning above that normally allowed for, then, an additional hire charge will be made which will be deducted from the damage

deposit paid. All rubbish must be disposed of in the bins / bags provided. Excessive littering during your booking will result in a review of all future bookings and will incur a charge.

33. No First Aid will be administered by the Academy Staff on duty. ALL accidents must be recorded and reported to the Academy Staff on duty. Hirers must ensure there is a qualified first aider on site at all times to attend to any incidents.
34. Hirers should state on the booking form the number of chairs and tables required. The Academy gives no guarantee of the number of chairs and tables available. Subject to the prior consent of the Academy the Hirer may provide additional furnishings as required. Any arrangements for delivery and removal of the same being the responsibility of the Hirer and subject to the consent of the Academy.
35. The Academy's Premises Manager or his duly authorised representative is the officer responsible for acting on behalf of the Academy in the implementation of the terms of this Agreement of Hire.
36. The Hirer shall not sub-let the premises, underlet or share possessions with any other parties.
37. If the use of the kitchen and servery areas are required then the following conditions will also apply:-
 - a) No unauthorised person may use the slicing machine, steriliser sinks or cooking equipment.
 - b) The cooking of food is not allowed.
 - c) Floors and work surfaces must be washed and left as found. An additional charge will be made for cleaning the kitchen if it is not left in a clean condition.
 - d) Refuse must be taken out of the kitchen and placed in the refuse containers located outside at the rear of the kitchen. An additional charge will be made for the removal of excess refuse.
 - e) The Hirer will be held responsible for any damage, breakages, loss of kitchen equipment or stock. Any damage, breakages or faults revealed during the course of the hiring must be reported immediately to the duty Academy Premises Officer.
 - f) The Hirer is responsible for the provision of appropriate dish cloths, tea towels, cleaning materials and refuse bags.

Rules and expectations for the hire of Facilities

- g) Children or students attending the school site must be supervised at all times
- h) No Food or drink is to be consumed in classrooms or sports hall
- i) All litter to be placed in the bins or recycle bins
- j) If hiring a classroom, table and chairs should not be moved and should be left in the same positions
- k) No children or students in rooms without an appropriate adult
- l) No outdoor shoes to be worn in the sports hall

We are dedicated to ensuring the safeguarding of pupils at all times.

It is the responsibility of the hirers to ensure that all safeguarding measures are in place while hiring out the space. If there is a chance that those hiring the premises will come into contact with pupils, for example if the hire occurs during school hours, or when pupils may be present in the school (during after school clubs or extra-curricular activities), we will ask for confirmation that the hirers have had the appropriate level of DBS check.

I have read and understood the details above:

Name:

Signature:

Company:

Date:

Annex C: Confirmation of License Template

Dear [contact name]

Thank you for submitting your hire request form to us.

We're pleased to say the area you've requested is free on the date(s) and time(s) of your request and we'd be happy to grant a non-exclusive license to you for the use of the area for the purpose set out in your request form, subject to the [enclosed terms and conditions/terms and conditions already provided to you].

Based on the length of time and area requested, the full amount for the hire will be [insert amount]. You can pay us by [insert payment method(s) and details here]. We request full payment of the fee by [insert date]. We'll also require you to submit to us proof of your public liability insurance.

If there is any other paperwork you require to see when someone hires the premises, add it to the above paragraph.

We've provided with this confirmation details of emergency evacuation procedures in the event of a fire/similar emergency. Please make sure you're familiar with these before the date of hire.

If there are any other documents you want to submit and make sure the hirer is familiar with, add them to the above paragraph.

You can contact [named contact and details] with any questions about hiring the premises.

You may wish to have an additional 'out of hours' contact/contact details for when the hire is happening if the person is hiring the premises outside of school hours, unless you plan to have a member of staff on site to support with any issues.

Kind regards,

[Staff member]

Annex D: Vetting / Screening Procedure

- 1.1 **Introduction.** We want our buildings and facilities to be used as much as possible by the people, organisations and community members who can benefit from them. This policy balances this desire with our responsibility to seek to ensure that no Harris Academy is ever used as a venue for causing offence or promoting intolerance, discrimination, hatred or violence. It is neither our desire nor within our remit to make moral judgements about other people or organisations, and no booking should be refused without legitimate reason, but we do need to make sure that no events hosted at our Academies:
- Promote or partake in illegal behaviour;
 - Represent or promote any particular political group;
 - Promote extremist or radical views that could cause offence or promote intolerance.
- 1.2 Specifically our vetting policy is in place:
- To ensure that person or group requesting the booking is not one that promotes or partakes in illegal behaviour;
 - To ensure the person or group requesting the booking is not affiliated to any political group;
 - To clarify that the facilities of Academy must not be used as a platform to cause offense, or promote intolerance, hatred or violence;
 - To provide a framework for determining the suitability of proposed people booking our facilities, the organisations they represent and all their proposed speakers and people booking our facilities;
 - To ensure Academy is not used for purposes incompatible with its objects as an academy;
 - To foster and promote community cohesion;
 - To ensure the safety and welfare of its staff and all members of the general public that participate in the events held by or at the academies premises;
 - To make sound, evidenced judgements on the suitability of potential people booking our facilities, given its responsibilities to the communities it serves;
- 1.3 As such, the freedom to express views can sometimes be limited by the need to secure freedom from harm for individuals and groups in the community, hence people who book our facilities must adhere to the following:
- They must not incite hatred, violence or call for the breaking of the law;
 - They are not permitted to sympathise, encourage, glorify or promote any acts which would bring the academy into disrepute;
 - They must not spread hatred and intolerance in the community.
- 1.4 **Procedure for vetting people booking our facilities for an event.** The Academy will conduct background checks into potential people booking our facilities, the organisations they represent and all their proposed speakers and people booking our facilities by following procedures including but not limited to those detailed below.

- Request for proof of identity from the person making the booking;
 - Check all marketing materials that are being distributed to promote the event;
 - Search for a short biography of any speakers, noting details such as affiliations or connections with groups;
 - Conduct research into any events that have previously been attended by the people booking our facilities. This should include Facebook, twitter, YouTube and any other social media platforms;
 - Search the people booking our facilities and any organisation the people booking our facilities is affiliated with, on Google and look at the first three pages of results. They will then repeat the search with 'controversy' added to the search terms. Similar searches can also be made on Twitter, YouTube, and any other social media platform;
 - Carry out checks against the Home Office list of proscribed groups/organisations, HM Treasury list of designated people and affiliated organisations.

1.5 In making recommendations they will assess risk on the following basis:

- The potential for any decision to limit freedom of speech;
- The potential for the event going ahead to cause the academy to be in breach of its objectives and/or values;
- The potential for the event going ahead to cause reputational risk to the Academy or Harris Federation;
- The potential for the people booking our facilities presence on the premises to cause fear or alarm to any members of the community or to give rise to breach of peace.

1.6 Once the persons overseeing the event is satisfied with their vetting checks the person requesting the booking will be informed of the decision. If a person is refused a letting by the person responsible for managing the bookings, their concerns can be raised with the Principal, who will have the final decision.

Annex E: Permitted Use of Premises (to be agreed by Academy)

Harris Academy XXX

Permitted activities at the academy

The following activities are approved as suitable for hire of the Academy premises. Where an application is received for a use which is not on the list, the Principal will consider whether the application is an acceptable use that can be accommodated:

- **Sports events in the Sports Hall**

Badminton, five a side football, basketball, volleyball, fitness training, martial arts.

- **Sports events on the playing fields including artificial playing surfaces**

Football, five a side football, tennis

- **Swimming Pool**

Swimming clubs and lessons, aquaponics, life-saving classes

- **School Hall**

Dance classes, performance rehearsals, acts of worship

- **Music Rooms**

Music lessons, practice, band and orchestra rehearsals

Academy to add any other available areas

Annex F: Charges, Letting Times, Available Facilities (to be agreed by Academy)

Harris Academy XXX

CHARGES LETTING TIMES, AVAILABLE FACILITIES AND EQUIPMENT

Facilities and equipment available for hire

	Charges			
Facility	Weekday	Weekends and holidays		
	Evening	Morning	Afternoon	Weekend
<i>School Hall</i>				
<i>Stage</i>				
<i>Classrooms</i>				
<i>Sports Hall/Gymnasium</i>				
<i>Fitness Room</i>				
<i>Playgrounds</i>				
<i>Football pitch</i>				
<i>Tennis Courts</i>				
<i>Astroturf pitch</i>				
<i>Changing Rooms/showers</i>				
<i>Academy to add any other available areas</i>				

Equipment

The following items of equipment may be hired as an addition to the main letting if required:

- a) *Stage lighting* £ per booking
- b) *LED display screens* £ per booking
- c) *Piano* £ per booking

Academy to add any other equipment that is available

Lettings times

During Term Time	Monday to Friday	<i>Insert times</i>
	Saturdays	<i>Insert times</i>
	Sundays	<i>Insert times</i>
During Academy Holidays	Monday to Friday	<i>Insert times</i>
	Saturdays	<i>Insert times</i>
	Sundays	<i>Insert times</i>

Annex G: Safeguarding vetting sheet – Sep 23

This document is updated annually. The latest version can be obtained from the academy HR manager or central safer recruitment team.

On Your Company Headed Paper

Dear **XXX Name of Academy Contact XXXX**

I confirm that all **XXXX your Company name XXXX** staff are recruited in line with DfE guidance: **'Keeping Children Safe in Education'** (September 2024):
https://assets.publishing.service.gov.uk/media/66cef97ca7256f1cd83a89a3/Keeping_children_safe_in_education_2024.pdf

This includes the following vetting procedures:

- A face to face interview, assessing candidate's suitability to work around children and young people.
- Search of the candidate's publicly available online presence
- Identity checks in-line with the DBS regulations
- Proof of Address
- Proof of National Insurance Number
- Proof of Qualifications (where these are a requirement of the job)
- Enhanced DBS Check
- Overseas Police check (if applicable)
- Childrens' Barred List check (formerly List 99)
- Confirmation of eligibility to work in the UK (Right to Work Check)
- A minimum of 2 references
- Medical Check – confirmation that each candidate is physically and mentally fit to work in an Education Setting
- Full employment history check – including covering any gaps or discrepancies
- Disqualification Declaration (for certain categories of staff working around children aged 8 years and under) <https://www.gov.uk/government/publications/disqualification-under-the-childcare-act-2006>
- Read and understand, 'KCSiE – Information for all school and college staff (Part 1): https://assets.publishing.service.gov.uk/media/66ce094e8e33f28aae7e1f6d/Keeping_children_safe_in_education_2024_part_one.pdf
- Translations available here: <https://national.lgfl.net/digisafe/kcsietranslate>
- Attended Safeguarding Training within the last 12 months

Yours sincerely

SIGNATURE

XXXX Company representative XXXX

Company Logo



Name: _____

Type of Check	Completed: Yes / No or N/A
Face to Face Interview	
Online Search	
Full Employment History Check	
Identity Check	
Address Check	
Proof of NI Number	
Proof of Qualifications	
Childrens' Barred List	Date: DD/MM/YYYY
Confirmation of Right to Work	
2 References received	
Medical Check	
Disqualification Declaration (if applicable)	
Read 'KCSiE – Part 1'	
Safeguarding Training	

Type of Check	Date	Reference Number	Clear?*
Enhanced DBS Check	DD/MM/YYYY	'00.....'	Yes/No

* If DBS contains a disclosure, details must be given to the Principal, so he/she can risk-assess this before the individual is allowed on the Academy site.

The information contained in this declaration is confidential when complete - We ask that this information is sent to the academy prior to the staff members arrival, so that we are able to complete an ID check on the staff member upon arrival at the academy. On a initial visit, staff members must bring with them a photo ID and their DBS certificate to be inspected. Failure to provide the academy with this information will result in the staff member being denied access to the academy.