

Health and Safety Responsibilities of the Lettings Provider (LP) and Facilities User (FU)

- 4.1. The Academy will provide the Lettings Provider with copies of its Health and Safety policy, Fire Management Policy, current Health and Safety Audit, Fire Risk Assessment and Fire Evacuation procedures.
- 4.2 The Academy will be responsible for ensuring that the Academy's facilities are ready for use and occupation by the Lettings Provider, for the Lettings Provider to make the facilities available to the Hirer, including but not limited to, ensuring the academy's facilities are of adequate temperature and cleanliness, well-lit and free from obstructions.
- 4.3 A visual documented safety check of the areas to be occupied by the Hirers will be inspected by the Lettings Provider ahead of each use. Regular checks of all academy areas are completed by the academy as a matter of routine.
- 4.4 The Lettings Provider will ensure that a minimum of 2 staff are always on site, to ensure their safety and welfare, and that of the Hirers; to facilitate an emergency evacuation and to support in the event of an incident. Academy staff will provide those staff with training in the operation of the fire alarm panel and intruder alarm systems.
- 4.5 The Lettings Provider is not permitted to leave site whilst it is under their control and must be contactable by telephone throughout their shift.
- 4.6 The Lettings Provider is responsible for completing a fire risk assessment and recording all fire safety arrangements and findings from the assessments. The Lettings Provider should share a copy of their fire risk assessment with the academy.
- 4.7 Additionally, The Lettings Provider will be required to provide copies of their fire evacuation procedures to the Academy, having considered the areas occupied by the Hirers and areas off limits that may require alternative evacuation routes. All of which must be considered as part of the fire risk assessment. Such arrangements should be site and activity specific and consider the safe evacuation of persons across the site who may not have access to all areas.
- 4.8 The Lettings Providers evacuation instructions shall include, as a minimum, the arrangements for alerting the Fire Rescue Service, evacuating the site, sweeping the building/s, management at the assembly point and re-entering the site.
- 4.9 The Lettings Provider shall adhere to the Academy's Fire Management policy.
- 4.10 The Lettings Providers will be responsible for ensuring the safe evacuation of any such persons who are not able to evacuate unassisted. The Hirer is responsible for notifying the Letting Providers if any persons require assistance and together, they will be responsible for the safe evacuation of that person by the required means. In some cases, this may involve the use of evacuation equipment/ chairs. The Lettings Provider staff must be trained in their use.
- 4.11 The academy will communicate to the Lettings Provider the maximum occupancy numbers of persons permitted in each space. The Lettings Provider is responsible for ensuring that Hirers are aware of the maximum occupancy in their hired space, so they are not exceeded at any given time.
- 4.12 Letting Providers and Hirers are not permitted to hold or prop open fire doors at any time, unless fitted with an appropriate automatic hold-open device which release with the fire

alarm. The Letting Providers are responsible for ensuring compliance and should remove anything that prohibits the closing of fire doors on activation of the fire alarm.

- 4.13 The Lettings Provider shall ensure that all accidents, incidents or near misses which occur on site during community activities will be communicated to the academy the next working day in writing, at the latest.
- 4.14 The Lettings Provider will be required to provide evidence that all on-site staff, has received the following training by an accredited training provider, or academy (if academy equipment):
- Level 2 qualification in Health and Safety or equivalent
 - Fire Safety training
 - Fire Warden training
 - Level 3 First Aid at Work
 - Evacuation Chair / equipment (where applicable)
 - Safe operation of the fire alarm panel and intruder alarm system
- 4.15 The Federation confirms the Academy is compliant with the Federations statutory duties as the occupiers of the site and permits the Lettings Provider to view and retain copies of the Academy relevant premises related documents listed here.
- Academy Site Plan
 - Fire Risk Assessment
 - Fire Evacuation Plan
 - Health and Safety Policy

The documents listed will be provided via Harris Federations shared SharePoint area.

- 4.16 All Lettings Provider staff must be familiar with and abide by all the academy's health and safety policies and documents provided.
- 4.17 The Lettings Provider is responsible for ensuring the security of the site is maintained during the shift. All unwanted nuisance visitors should be reported to the police immediately. The academy should be notified the next working day in writing, at the latest, of any events, including incidents of antisocial behaviour or where unwanted visitors have successfully, or not, gained access to the site.
- 4.18 The Lettings Provider is not permitted to authorise any persons on site who are not there as either a Hirer or a visitor/ client of a Hirer.
- 4.19 The Lettings Provider is not permitted to affix anything to any part of the academy premises, which may rupture or penetrate any surface. The Lettings Provider is responsible for ensuring that all Hirers are aware of this. Providers or Users who breach this requirement will be asked immediately to remove the said item from display and to notify the academy contact the next working day, at the latest, with details of the exact location of any broken/ penetrated surface. Any repairs or making good costs to repair academy property will be charged back to the Lettings Provider.
- 4.20 The Lettings Provider, if using the Academy's equipment is required to use it for its intended purposes only. The Letting Provider is only permitted to use school equipment if agreed with the academy. An inventory of the equipment should be hold by both the academy and the Lettings Provider.

- 4.21 The Lettings Provider is responsible for ensuring the Hirers do not misuse any Academy equipment, including electrical equipment connected to the Academy's main electrical supply.
- 4.22 The Letting Provider is responsible for ensuring that the risk of slips, trips and falls are appropriately managed and that trailing cables are placed in cable tidy solutions.
- 4.23 The Letting Provider is responsible for ensuring the site is secured on leaving (unless arrangements are made to the contrary, e.g., when cleaners are on site) and alarm protocols are in place as agreed with the academy.
- 4.24 The Lettings Provider is responsible for ensuring all equipment used is turned off, lights are out, heaters and fans have been disconnected from the mains power and doors are closed, especially fire doors.
- 4.25 The Lettings Provider will ensure that the third-party risk assessment includes details of any electrical equipment they will bring to the academy and clarifies how they will ensure it is safe and suitable for use, e.g., PAT testing records and no daisy-chained extension leads.
- 4.26 The Lettings Provider on site staff, will, at the end of each shift, ensure that the academy premises and equipment are returned to its original state, and that all defects, broken equipment, or concerns, are reported to the academy contact by the agreed means the next working day, at the latest.
- 4.27 The Lettings Provider is aware, and will communicate to the hirers, that no alcohol or smoking, including e-cigarettes are permitted on site. No open fires, fireworks or bonfires are permitted on site at any time. The academy has the right to refuse the use of any equipment it feels is unsafe or presents a risk to occupants and the building.
- 4.28 Hirers wishing to cook on site as part of their activities will be required to provide to the Lettings Provider and the academy, no later than one week in advance, a risk assessment for the cooking activity. The academy retains the right to refuse cooking on site if they consider the risk management insufficient.
- 4.29 The Lettings Provider will be provided with a copy of the academy's risk assessment of the areas being hired to identify potential hazards and risks. The Lettings Provider will ensure the hirer of the premises provides a risk assessment for their undertakings.
- 4.30 The Lettings Provider will ensure adequate first aid arrangements are in place and trained personnel are available in case of injuries or medical emergencies in conjunction with the hiring third-party provisions. A well-stocked first aid kit will be available at the academy, and staff should know how to respond to various medical situations. The Lettings Provider, academy and the hirer need to agree upon this provision.
- 4.31 The academy will ensure that the premises have clean and well-maintained restroom facilities, proper waste disposal methods, and a general standard of cleanliness. The hygiene and cleaning responsibilities of the third-party hirer will be defined with the Lettings Provider in the lettings agreement to set clear expectations on what remains the academy's responsibility and what the hirer is responsible for completing.
- 4.32 If any hazardous substances are stored or used by a third-party hirer, the Lettings Provider are required to check with the academy to ensure there is sufficient appropriate storage, labelling, and safety measures available. COSHH risk assessments must be completed by the Hirer and

checked by the LP and Academy to ensure the risk is being sufficiently managed. The academy has the right to refuse the use and storage of hazardous substance which they consider to not be unsuitable in the school environment.

- 4.33 The Lettings Provider will request a copy of appropriate insurance for the Hirer where applicable.
- 4.34 The Letting Providers on-site staff, will, at the end of each shift, ensure that the academy premises and equipment are returned to its original state, all defects, broken equipment, or concerns, are reported to the academy contact by the agreed means the next working day, at the very latest.
- 4.35 The Lettings Provider is responsible for ensuring all equipment used or moved by the Hirer is returned to its original place and layout, and the area is left tidy. All rubbish must be cleared and placed in the appropriate rubbish receptacle.