



Lettings and Costings Policy



CHILDWALL IN THE COMMUNITY

LYDIATE
LEARNING TRUST

Origination	Authorised by	Issue No.	Page 1 of 18	Date
PHA	CITC Board	2		01/10/2022

Contents

1. Aims and scope.....	2
2. Areas available for hire.....	2
3. Charging rates and principles.....	3
4. Application process.....	4
5. Terms and conditions of hire	5
6. Safeguarding	11
7. Monitoring arrangements	11
Appendix 1:.....	12
Childwall in the Community Final Hire Request Form	12
Terms and conditions of hire.....	15
Appendix 2:	18
Confirmation of booking template letter	18

Lydiate Services Company Limited is trading as Childwall in the Community, a subsidiary of Lydiate Learning Trust.

1. Aims and scope

This version of our policy applies while COVID-19 remains a risk.

We aim to:

- Make sure the Lydiate Learning Trust (the Trust) premises and facilities can be used, where appropriate, to support community or commercial organisations
- Allow the hiring of the premises without using the Trust’s delegated budget to subsidise this
- Charge for the use of the premises to cover the costs of hire and, where appropriate, raise additional funds for the Trust
- Not let any hiring out of the premises interfere with the Trust’s primary purpose of providing education to its pupils
- Hire out facilities in a way that is safe, within current legislation and following government guidelines

2. Areas available for hire

2.1 Available areas

The Lydiate Services Company Limited (the company) will permit the hire of the following areas:

- Sports hall
- Classrooms
- Outdoor Field
- Dance Studio

Origination	Authorised by	Issue No.	Page 2 of 18	Date
PHA	CITC Board	2		01/10/2022

- Main Hall / Drama Studio
- Dining Room
- Gymnasium
- Library
- Shock Gym
- Outdoor Tarmac
- Outdoor Quad Spaces

2.2 Capacity and charging rates

All capacity numbers below will be subject to the latest government guidance

The maximum capacity and rates for hiring each area are as follows:

AREA	CAPACITY	COST
Sports hall		£38 p.h. (Badminton Court £12 p.h.)
Classrooms		£25 p.h. (Large Room) £20 p.h. (Standard Room)
Outdoor fields		£40 fixture rat (max 2hrs)
Dance Studio		£25 p.h.
Gymnasium		£26 p.h. (Hire of Gym equipment, table tennis tables and trampolines negotiable)
Main Hall / Drama Studio		£32 p.h.
Dining Room		£30 p.h.
Library		£15 p.h. (With Computers £25 p.h.)
Shock Gym	1 PT & 2 Clients	£20 p.h.
Outdoor Tarmac		£30 p.h. Large Area / £20 p.h. Court/Pitch
Outdoor Quad Spaces		£18 p.h.

3. Charging rates and principles

3.1 Rates

The rates for hiring out different areas are listed in the table in section 2 above. At our sole discretion, the company may decide that certain organisations or activities can use the premises or facilities at a reduced rate, or free of charge, if it supports the core aims of the company and the Trust.

We may decide to impose an additional cleaning fee on top of the hiring rates which will be notified at the time of booking or if the premises and facilities are not left in a neat and tidy condition.

Origination	Authorised by	Issue No.	Page 3 of 18	Date
PHA	CITC Board	2		01/10/2022

The company, at its own discretion, reserves the right to deem a booking as an Event. An Event is likely to be a booking which involves a large number of site users such as spectators or an audience. The company may make further charges to the hirer for an event where the company deems extra staffing, cleaning or other facilities management costs are required.

If the hirer believes their booking may be an Event they must contact the company directly to discuss their requirements prior to making the booking request. A failure to disclose a booking as an Event may result in the cancellation of a booking.

All charges are reviewed annually by the company on 1 September. Any changes will be notified to the hirer in writing.

3.2 Cancellations

3.21 Cancellation by the company

The company reserves the right to cancel any agreed hire with a minimum of 5 days' notice. .

A full refund will be issued if the company cancels a hire booking but the company shall not otherwise be liable to the hirer. The company will not accept responsibility for any loss, or other expenses, howsoever incurred by the hirer, in the event of cancellation by the company of the letting and shall not be liable for any indirect or consequential losses, including (without limitation) any loss of profits, loss of business or the loss of any revenue arising out of the cancellation of any hire.

The company may cancel the agreement at any time before or during the period of hire if (a) the hirer fails to comply with any of the terms of this agreement; or (b) details of any particulars referred to in the agreement have not been supplied as required, or if supplied, are not approved by the company. In the event of such a cancellation no refund of any deposit monies paid in respect of the booking will be made to the hirer and the company will not be liable to the hirer in any respect.

The company may cancel or disallow hirers from making future bookings in circumstances where, in the opinion of the company, the hirer or persons on the site connected with the hirer's booking act in a way that is deemed to be anti-social or amounts to anti-social behaviour.

If the premises and facilities are closed due to poor weather conditions and hiring cannot take place, this will be notified to you by email.

3.22 Cancellation by the hirer

The hirer of the premises can cancel any hire with a minimum of 7 days' notice, paying the company 50% of the full booking fee. Any cancellations on less than 7 days' notice will require the full payment of the booking.

4. Application process

Those wishing to hire the premises should fill out the hire request form, which you can find in appendix 1 of this policy, and read the terms and conditions of hire set out in section 5. No person under the age of 18 years will be accepted as a hirer.

The hirer should fill out and sign the hire request form and submit it to the Centre Manager. Approval of the request will be determined by the Centre Manager.

If the request is approved, we will contact the hirer with details of how to submit full payment in advance of the hire together with any deposit if applicable and make arrangements for the date and time in question. For repeat weekly bookings we request a full months payment of the hire fee. We will also send on details of the emergency evacuation procedures and other relevant health and safety documents. The hirer will also need to provide proof of their public liability insurance.

We reserve the right to decline any applications at our absolute discretion, in particular where the organisation does not uphold the values of the company, reputational damage may occur, or the activity does not adhere to the

Origination	Authorised by	Issue No.	Page 4 of 18	Date
PHA	CITC Board	2		01/10/2022

latest government safety advice. The company must be assured that the purpose of the premises/facilities hire will not result in controversy, disrepute, legal action or disorderly behaviours.

5. Terms and conditions of hire

The following terms and conditions must be adhered to during the hiring of the school premises and facilities. Any breach of these terms will result in cancellation of future hires without refund.

5.1 Use of the premises/facilities

During the period of hire, the hirer shall ensure that:-

No part of the premises/facilities are used for any purpose other than that described in the agreement;

The premises/facilities fittings, fixtures and furniture at the premises/facilities are not subjected to damage (whether accidental or otherwise) or undue wear and tear;

No part of the premises/facilities is used for any unlawful purpose or in any unlawful way or in any way likely to invalidate any insurance;

No animal is brought into the premises/facilities or allowed to enter the premises/facilities without prior consent of the company (except guide dogs for the blind or hearing dogs for the deaf);

The premises/facilities or any part of the premises/facilities are not sub-hired;

All users of the premises/facilities by virtue of the hiring shall restrict themselves to the areas hired and shall not enter other parts of the site;

The hirer will leave the premises/facilities in the same condition as at the beginning of the letting. If additional cleaning is required as a result of the hirer's use of the premises/facilities, or the company has had to dispose of excessive waste, the company will invoice the hirer for the all cleaning costs/waste removal incurred. The hirer will be required to pay the invoice within 7 days.

The company will take all reasonable steps to accommodate disabled users. The hirer should advise the company in advance if they are aware that disabled users are attending the meeting or function, where possible and advise of reasonable adjustments required. The company will endeavour to implement reasonable adjustments where possible.

5.2 Special Measures

The hirer is expected to be familiar with and will solely be responsible for implementing any special measures recommended by the Government in respect of the Covid-19 pandemic, including but not limited to, changes of capacity, social distancing measures and the use of masks.

The hirer shall be responsible for collating a record of attendees as required to comply with the Governments track and trace scheme.

The hirer shall notify the company immediately should they become aware of an attendee testing positive for Covid-19 within two weeks of attending the premises/facilities.

The company shall provide upon request details of any special measures put in place in respect of Government guidance. The company shall remain responsible for the implementation of Government guidance in respect of common areas (including car parks, reception and corridors).

Upon request of the company, the hirer will provide details of the number of attendees together with details of the special measures that will be put into place in respect of Government guidance.

Origination	Authorised by	Issue No.	Page 5 of 18	Date
PHA	CITC Board	2		01/10/2022

The company will not under any circumstances accept responsibility or liability in respect of any fines or penalty fees incurred due to breach of such Government guidance or measures.

5.3 Maximum Capacities

It is the hirer's responsibility to ensure that maximum capacities, as stated by the company, for the premises/facilities are not exceeded.

Maximum capacities as stated, shall include all persons attending or present at the premises/facilities including (but not limited to) any supervisors, those participating in activities, parents and members of the public.

Maximum capacities may be subject to change to reflect the up to date Government guidance in respect of the Covid-19 pandemic.

5.4 Supervision

During the period of hire the hirer is to be responsible for the effective supervision of those attending or present at the premises/facilities including:-

The effective control of pupils/all persons

The orderly and safe admission and departure of persons to and from the premises/facilities

The safety of the premises/facilities and the contents of the premises/facilities

Supervision of car parking arrangements so as to avoid obstruction of the highway.

The hirer shall use sufficient supervisors/assistants to maintain good order during the period of hire and expel any person acting in a disorderly manner, or disobeying company or hirer instructions. In default, the company may expel such persons.

The hirer shall ensure that no undesirable person is permitted to enter, remain or otherwise make use of the premises/facilities and that no person shall trespass on parts of any premises/facilities not included in the hiring.

5.5 Safety Requirements

During the period of hire, the hirer shall ensure that:-

They are fully familiar with the company's first aid/fire safety/emergency procedure policies, copies of which shall be provided to the hirer. The hirer is expected to take all reasonable steps to ensure that all persons using the premises/facilities by virtue of the agreement are also familiar with these policies;

Fire-fighting apparatus at the premises/facilities is kept in its proper place and is only used for its intended purposes;

One person in the hirer's party has access to a mobile telephone so that in the event of an emergency, the Letting Centre Manager and/or the emergency services may be contacted;

Any safety issues, however slight, or outbreak of fire are reported immediately to the Lettings Centre Manager and if necessary activate the fire alarm system;

No obstruction should be placed in gangways or exits, nor in front of emergency exits, and such exits must be available for free access at all times;

No performances or use takes place which could involve danger to the public;

Origination	Authorised by	Issue No.	Page 6 of 18	Date
PHA	CITC Board	2		01/10/2022

For safety and fire prevention reasons, no garlands or decorations are used other than those agreed in advance with the company, which must not be of a combustible nature;

No highly flammable substances are brought onto or used in any part of the premises/facilities;

No smoke machines are used;

No additional heating appliances are brought into and used on the premises/facilities;

Any accidents or damage which shall be reported to the Lettings Centre Manager before the hirer leaves the premises/facilities; and

The hirer is responsible for security at the premises/facilities during the period of hire.

Any persons not adhering to the company's H&S procedures will be asked to leave the site.

5.6 Lighting and Electrical Safety

During the period of hire, the hirer shall ensure that:

No lighting, heating, power or other electrical fittings or appliances in the premises/facilities are altered, moved, or in any way interfered with; and

No additional lights or extensions brought onto and used on the premises/facilities (without prior written permission of the company).

It shall only use electrical equipment where this has been PAT (Portable Appliance Testing) by the user and where permission has been obtained in advance. The hirer is responsible for obtaining adequate insurance to cover the use of any electrical appliances brought into the building which must be shown to the company upon request.

5.7 First Aid

The hirer shall ensure that a person with appropriate first aid skills is present at the premises/facilities during the period of hire. The hirer must ensure that a suitable first aid kit is provided for use by such person during the period of hire. In the event of first aid being administered, a written report will be forwarded to the company. The report must contain the name, address, type of injury, first aid administered and the reason/cause of the injury.

5.8 Alterations, Advertising and Care of premises/facilities

If the hirer is going to advertise an event in advance, the hirer will submit to the company for approval, a draft of any poster or advert relating to the event and comply with all requirements that the company may reasonably impose in relation to content/publication. It is the responsibility of the hirer to ensure that the law is not broken.

The hirer is to take good care of and not cause any damage to the premises/facilities fittings/equipment. The hirer is to make good and pay for any such damage caused by any act or neglect of the hirer or anyone permitted by the hirer to enter the premises/facilities.

No bolts, nails, tacks, screws, bits, pins, or other like objects shall be driven into any part of the premises/facilities by the hirer nor shall any placards or other articles be fixed to any part of the premises/facilities.

No advertisements of any type are to be displayed inside or outside of the premises/facilities by the hirer without the prior approval of the Academy.

No alterations shall be made to the premises/facilities by the hirer, either in construction, arrangement of public accommodation, lighting, heating, seating, fixtures, fittings, exits or otherwise without the prior written approval of the Academy.

Origination	Authorised by	Issue No.	Page 7 of 18	Date
PHA	CITC Board	2		01/10/2022

The gymnasium and hall floors are used by children for physical education and no substance is to be applied to the floors by the hirer to prepare them for dancing or any other activity. No footwear liable to damage floors may be worn on the premises/facilities.

5.9 Food, Refreshments and the Sale of Goods

The hirer may not sell or allow to be sold on the premises/facilities any food, refreshments or goods without first obtaining the written consent of the Lettings Centre Manager.

The hirer must, if selling food, refreshments, or goods on the premises/facilities, comply with all relevant legislation.

5.10 Prevention of Nuisance

The hirer must ensure that any music played or provided at the premises/facilities, or noise levels from functions or activities taking place on the premises/facilities, do not cause a nuisance either within the site or to surrounding premises/facilities or any nearby residential accommodation.

The hirer must ensure that cars belonging to those attending are not parked so as to cause an obstruction at the entrance to, or exits from, the site and must not obstruct or delay access to the site by emergency vehicles.

The hirer must take all reasonable measures to ensure that cars belonging to those attending do not obstruct the public highway access to adjacent private property; and also, that undue noise is not caused on arrival or departure.

The hirer shall comply with any requirements of the company with regard to parking of vehicles.

5.11 Statutory Requirements

The hirer must not do or permit any act matter or thing that would or might constitute a breach of any statutory requirement affecting the premises/facilities.

The hirer shall comply with all conditions and regulations made in respect of the premises/facilities by the Fire Authority, the Council in its capacity as the Licensing Authority, or otherwise. Without prejudice to the generality of the above, this includes any conditions or regulations in connection with any event which includes public dancing or music or other similar public entertainment.

The hirer is responsible for obtaining any licences which may be required for the period of hire. Copies of such licences are to be provided to the Lettings Centre Manager 7 days in advance of the period of hire.

5.12 Equal Opportunities

The hirer must not discriminate, or permit others acting on his behalf to discriminate, in any of its activities held in the premises/facilities.

5.13 Copyright and other Licences and Permissions

Origination	Authorised by	Issue No.	Page 8 of 18	Date
PHA	CITC Board	2		01/10/2022

In the use of the premises/facilities, the hirer is not to infringe any copyright or allow any copyright to be infringed. It is the responsibility of the hirer to obtain any consent in respect of copyright and to pay all such fees relating to the same. Save in certain circumstances, it is illegal to photocopy music or plays without the express permission in writing of the copyright holder. If the hirer is in any doubt about whether permission is required, it is their responsibility to check with the appropriate licensing authorities and obtain any necessary consent/licence.

Any hirer who uses recorded music in its activities or performs live music is responsible for checking whether a licence is required and if so, to obtain one.

The hirer must obtain a public entertainments licence from the Council for any public music, singing and dancing. The company reserves the right to request copies of any consents or licences obtained in order to comply with the above provisions.

5.14 Gambling

Nothing shall be done in the premises/facilities or at the site by the hirer in contravention of the law relating to betting, gaming and lotteries, and the hirer shall ensure that the requirements of the relevant legislation are strictly observed.

5.15 Intoxicating Liquor

During the period of hire, the hirer shall ensure that no intoxicating liquors are permitted to be bought, sold, or consumed on any part of the premises/facilities without the prior express permission in writing of the Lettings Centre Manager.

No application shall be made by or on behalf of the hirer seeking any licence or permission to sell intoxicating liquor without the prior express permission in writing of the Lettings Centre Manager.

5.16 Smoking

The hirer is advised that smoking/vaping is not permitted anywhere on the premises/facilities, or immediately outside the premises/facilities and shall ensure that his patrons comply with this requirement.

5.17 Hours of Use

The agreement does not entitle the hirer to use or enter the premises/facilities at any other time than the period of hire unless prior arrangements have been made and agreed with the company.

5.18 Storage

No goods or equipment shall be left at or stored on the premises/facilities without the prior agreement in writing of the company.

5.19 Rights of Entry

Origination	Authorised by	Issue No.	Page 9 of 18	Date
PHA	CITC Board	2		01/10/2022

Throughout the period of hire the right of entry to the premises/facilities is reserved to any duly authorised officers or employees of the Trust, the company, their agents or contractors and any emergency service.

5.20 Expiration of Hire period

At the expiration of the hire period the hirer shall ensure that all those attending, and present leave the premises/facilities.

The hirer must ensure that the premises/facilities are left in a clean and orderly state, free of litter. All equipment of the hirer must be removed. If the hirer fails to do so, the company will be entitled to charge the hirer for the costs of any necessary work required.

5.21 Injury to Persons and Damage to Property

The company nor the Trust will not be liable for the death or injury of a person attending the premises/facilities for the hiring or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the hirer in the exercise of the rights granted by the agreement except where such death or injury is due to the negligence of the company.

The company nor the Trust will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods articles or property of any kind brought onto or left at the premises/facilities either by the hirer for his own purposes or by any other person.

The company and the Trust will not be liable for any loss due to any flood, fire, act of God or other cause beyond the reasonable control of the company or the Trust which may cause the premises/facilities to be temporarily closed or the hiring to be interrupted or cancelled.

5.22 Insurance and Indemnity

It is a requirement that all hirers have up-to-date Public Liability Insurance with at least indemnity of £2,000,000.00 against third party risks including death or injury to any person or loss or damage to any property arising out of the use of the premises/facilities by the hirer.

The hirer may be required to produce the current insurance certificate prior the hiring.

The hirer will indemnify the company or the Trust against any damage theft, losses, claims, demands, actions, proceedings, damages, costs or expenses arising as a result of the hire of the premises/facilities by the hirer including the cost of reinstating, repairing or replacing any part of the premises/facilities which is damaged, destroyed, stolen or removed as a result of the hire of the premises/facilities by the hirer. The evidence of the company as to the cost or expenses incurred shall be accepted by the hirer as final, on production of reasonable proof.

5.23 Lost Property

The company will not accept responsibility for any items that are left on the premises/facilities after a period of hire. The company will keep the items for 7 days and then the items will be disposed of.

Origination	Authorised by	Issue No.	Page 10 of 18	Date
PHA	CITC Board	2		01/10/2022

This booking shall be governed, construed and interpreted in accordance with the laws of England and Wales. The booking and the hirer irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising from this licence.

6. Safeguarding

The company is dedicated to ensuring the safeguarding and promoting the welfare of its pupils at all times.

It is the responsibility of the hirers to ensure that 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. Please see the Safeguarding Policy for more information. The company may postpone or cancel a booking, without prejudice and at no cost to the company, if an adult in charge of the booking does not provide confirmation that the appropriate checks have been conducted. The company may accept confirmation that Disclosure and Barring Service checks made through other organisations have been conducted. The company is not responsible for conducting any such checks and does not require sight of the checks or any results, only confirmation that where required the hirer has conducted such checks.

7. Monitoring arrangements

We will review and update this policy when the guidance on which it is based changes or when this version of the policy otherwise stops being applicable.

Any updates to this policy will be shared with the full governing board.

Origination	Authorised by	Issue No.	Page 11 of 18	Date
PHA	CITC Board	2		01/10/2022

Appendix 1:

Childwall in the Community Final Hire Request Form

Before filling out a request form, please familiarise yourself with our terms and conditions for the hire of our premises and our rates of hire, which you can find in sections 2 and 5 of the company's policy. If your hire request is accepted by the company, this creates a legally binding agreement and the hirer agrees to observe and be bound by the terms and conditions of hire appended to this request form, The hirer acknowledges that the terms and conditions may be varied by the company from time to time. If you have any questions, please contact CIC Centre Manager at CIC@Childwallssa.org

Name of applicant/organisation and company number (where applicable), the hirer	
Applicant contact details	Address: Phone no: Email address:
Preferred method of contact	
Purpose/activity of organisation	
Part of the premises requesting to be hired	
Date and time of first hire	
Is this a recurring request, or one off? If recurring, indicate the frequency and number of occurrences (e.g. weekly, 10 weeks)	
Number of expected participants in the activity Please note: these numbers must adhere to	

Origination	Authorised by	Issue No.	Page 12 of 18	Date
PHA	CITC Board	2		01/10/2022

latest government guidance on social distancing	
Number of Supervising adults and their relevant qualifications.	
Additional equipment you will require from the school (please note we may not always be able to provide this but will inform you where this is/is not possible)	
Any storage requirements (if available).	
Additional equipment you will be providing yourself	

Dates during the year when facilities will be unavailable due to school use or closure will be issued at the beginning of the school year in September. These dates may be subject to change, but prior notice will be given wherever possible.

Agreement

The Hirer confirms that adequate and appropriate insurance cover is in place for the activity to be carried out (see Terms and Conditions 5.22 for further details) and has attached a copy to this document. The Hirer agrees to all hire charges as outlined by CIC and to comply with the Terms and Conditions of Hire of the School Premises as per the CIC's Lettings Policy

The Hirer confirms that he/she is over 18 years of age, and that the information provided on this form is correct

Signed: (the Hirer) Date:

Please return this form via email to cic@childwallssa.org We will be in touch to inform you that your booking is in place, and the details of the full cost and documents that will need to be shared.

Origination	Authorised by	Issue No.	Page 13 of 18	Date
PHA	CITC Board	2		01/10/2022

ANNUAL DECLARATION FORM

At Childwall in the Community we strongly promote the need for vigilant awareness of safeguarding issues. It is important that all staff have appropriate training and induction so that they understand their roles and responsibilities and are confident about carrying them out. Staff, children, parents, and governors should feel secure that they could raise any issues or concerns about the safety or welfare of children and adults at risk and know that they will be listened to and taken seriously. This will be achieved by maintaining an ethos of safeguarding and promoting the welfare of children, young people and adults at risk and protecting staff and hirers. This is supported by clear behaviour, anti-bullying and safeguarding policies, appropriate induction and training, briefing and discussion of relevant issues and relevant learning in line with current legislation and guidelines.

In line with this ethos, CIC may require hirers who have regular (4 or more days hire in a 30-day period) unsupervised access to young people to be checked through arrangements with the Disclosure and Barring Service. We will advise you separately if this applies to your booking.

All hirers who hire the premises and are involved in the supervision or training of under 18's/vulnerable people whilst using the school site are required to read the school's Child Protection Policy and Child Protection Procedures on an annual basis as well as the CIC Safeguarding Policy. Any hirers who regularly work at Childwall SSA are also required to read Keeping Children Safe in Education 2020. Links to these policies and documents are below. Please can you click and read each policy.

Once you have done this please sign and return the safeguarding declaration form to the Lettings Manager - : CIC@childwallssa.org

Name of Hirer	
Organisation	
Description of Activity you will be doing on site	
Does this Activity involve the supervision of young people (under the age of 18?)	
Date	

I confirm that I have received, read and understood the following:

- Childwall SSA Child Protection Policy
- Childwall In the Community Safeguarding Policy
- Keeping Children Safe in Education 2020 Part 1
- DFE'S booklet 'What to do if you are worried a child is being abused'

I understand my responsibilities and confirm I will follow the Child Protection and Safeguarding Procedures should I have any concerns about a child or adult at risk.

Signature:

Origination	Authorised by	Issue No.	Page 14 of 18	Date
PHA	CITC Board	2		

Date:Print name:

Terms and conditions of hire

The following terms and conditions must be adhered to during the hiring of the school premises and facilities. Any breach of these terms will result in cancellation of future hires without refund.

5.1 Use of the premises/facilities

During the period of hire, the hirer shall ensure that:-

No part of the premises/facilities are used for any purpose other than that described in the agreement;

The premises/facilities fittings, fixtures and furniture at the premises/facilities are not subjected to damage (whether accidental or otherwise) or undue wear and tear;

No part of the premises/facilities is used for any unlawful purpose or in any unlawful way or in any way likely to invalidate any insurance;

No animal is brought into the premises/facilities or allowed to enter the premises/facilities without prior consent of the company (except guide dogs for the blind or hearing dogs for the deaf);

The premises/facilities or any part of the premises/facilities are not sub-hired;

All users of the premises/facilities by virtue of the hiring shall restrict themselves to the areas hired and shall not enter other parts of the site;

The hirer will leave the premises/facilities in the same condition as at the beginning of the letting. If additional cleaning is required as a result of the hirer's use of the premises/facilities, or the company has had to dispose of excessive waste, the company will invoice the hirer for the all cleaning costs/waste removal incurred. The hirer will be required to pay the invoice within 7 days.

The company will take all reasonable steps to accommodate disabled users. The hirer should advise the company in advance if they are aware that disabled users are attending the meeting or function, where possible and advise of reasonable adjustments required. The company will endeavour to implement reasonable adjustments where possible.

5.2 Special Measures

The hirer is expected to be familiar with and will solely be responsible for implementing any special measures recommended by the Government in respect of the Covid-19 pandemic, including but not limited to, changes of capacity, social distancing measures and the use of masks.

The hirer shall be responsible for collating a record of attendees as required to comply with the Governments track and trace scheme.

The hirer shall notify the company immediately should they become aware of an attendee testing positive for Covid-19 within two weeks of attending the premises/facilities.

The company shall provide upon request details of any special measures put in place in respect of Government guidance. The company shall remain responsible for the implementation of Government guidance in respect of common areas (including car parks, reception and corridors).

Upon request of the company, the hirer will provide details of the number of attendees together with details of the special measures that will be put into place in respect of Government guidance.

The company will not under any circumstances accept responsibility or liability in respect of any fines or penalty fees incurred due to breach of such Government guidance or measures.

5.3 Maximum Capacities

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Maximum capacities may be subject to change to reflect the up to date Government guidance in respect of the Covid-19 pandemic.

5.4 Supervision

During the period of hire the hirer is to be responsible for the effective supervision of those attending or present at the premises/facilities including:-

The effective control of pupils/all persons

The orderly and safe admission and departure of persons to and from the premises/facilities

The safety of the premises/facilities and the contents of the premises/facilities

Supervision of car parking arrangements so as to avoid obstruction of the highway.

The hirer shall use sufficient supervisors/assistants to maintain good order during the period of hire and expel any person acting in a disorderly manner, or disobeying company or hirer instructions. In default, the company may expel such persons.

The hirer shall ensure that no undesirable person is permitted to enter, remain or otherwise make use of the premises/facilities and that no person shall trespass on parts of any premises/facilities not included in the hiring.

5.5 Safety Requirements

During the period of hire, the hirer shall ensure that:-

They are fully familiar with the company's first aid/fire safety/emergency procedure policies, copies of which shall be provided to the hirer. The hirer is expected to take all reasonable steps to ensure that all persons using the premises/facilities by virtue of the agreement are also familiar with these policies;

Fire-fighting apparatus at the premises/facilities is kept in its proper place and is only used for its intended purposes;

One person in the hirer's party has access to a mobile telephone so that in the event of an emergency, the Letting Centre Manager and/or the emergency services may be contacted;

Any safety issues, however slight, or outbreak of fire are reported immediately to the Lettings Centre Manager and if necessary activate the fire alarm system;

No obstruction should be placed in gangways or exits, nor in front of emergency exits, and such exits must be available for free access at all times;

Origination	Authorised by	Issue No.	Page 15 of 18	Date
PHA	CITC Board	2		01/10/2022

No performances or use takes place which could involve danger to the public;

For safety and fire prevention reasons, no garlands or decorations are used other than those agreed in advance with the company, which must not be of a combustible nature;

No highly flammable substances are brought onto or used in any part of the premises/facilities;

No smoke machines are used;

No additional heating appliances are brought into and used on the premises/facilities;

Any accidents or damage which shall be reported to the Lettings Centre Manager before the hirer leaves the premises/facilities; and

The hirer is responsible for security at the premises/facilities during the period of hire.

Any persons not adhering to the company's H&S procedures will be asked to leave the site.

5.6 Lighting and Electrical Safety

During the period of hire, the hirer shall ensure that:

No lighting, heating, power or other electrical fittings or appliances in the premises/facilities are altered, moved, or in any way interfered with; and

No additional lights or extensions brought onto and used on the premises/facilities (without prior written permission of the company).

It shall only use electrical equipment where this has been PAT (Portable Appliance Testing) by the user and where permission has been obtained in advance. The hirer is responsible for obtaining adequate insurance to cover the use of any electrical appliances brought into the building which must be shown to the company upon request.

5.7 First Aid

The hirer shall ensure that a person with appropriate first aid skills is present at the premises/facilities during the period of hire. The hirer must ensure that a suitable first aid kit is provided for use by such person during the period of hire. In the event of first aid being administered, a written report will be forwarded to the company. The report must contain the name, address, type of injury, first aid administered and the reason/cause of the injury.

5.8 Alterations, Advertising and Care of premises/facilities

If the hirer is going to advertise an event in advance, the hirer will submit to the company for approval, a draft of any poster or advert relating to the event and comply with all requirements that the company may reasonably impose in relation to content/publication. It is the responsibility of the hirer to ensure that the law is not broken.

The hirer is to take good care of and not cause any damage to the premises/facilities fittings/equipment. The hirer is to make good and pay for any such damage caused by any act or neglect of the hirer or anyone permitted by the hirer to enter the premises/facilities.

No bolts, nails, tacks, screws, bits, pins, or other like objects shall be driven into any part of the premises/facilities by the hirer nor shall any placards or other articles be fixed to any part of the premises/facilities.

No advertisements of any type are to be displayed inside or outside of the premises/facilities by the hirer without the prior approval of the Academy.

No alterations shall be made to the premises/facilities by the hirer, either in construction, arrangement of public accommodation, lighting, heating, seating, fixtures, fittings, exits or otherwise without the prior written approval of the Academy.

The gymnasium and hall floors are used by children for physical education and no substance is to be applied to the floors by the hirer to prepare them for dancing or any other activity. No footwear liable to damage floors may be worn on the premises/facilities.

5.9 Food, refreshments and the Sale of Goods

The hirer may not sell or allow to be sold on the premises/facilities any food, refreshments or goods without first obtaining the written consent of the Lettings Centre Manager.

The hirer must, if selling food, refreshments, or goods on the premises/facilities, comply with all relevant legislation.

5.10 Prevention of Nuisance

The hirer must ensure that any music played or provided at the premises/facilities, or noise levels from functions or activities taking place on the premises/facilities, do not cause a nuisance either within the site or to surrounding premises/facilities or any nearby residential accommodation.

The hirer must ensure that cars belonging to those attending are not parked so as to cause an obstruction at the entrance to, or exits from, the site and must not obstruct or delay access to the site by emergency vehicles.

The hirer must take all reasonable measures to ensure that cars belonging to those attending do not obstruct the public highway access to adjacent private property; and also, that undue noise is not caused on arrival or departure.

The hirer shall comply with any requirements of the company with regard to parking of vehicles.

5.11 Statutory Requirements

The hirer must not do or permit any act matter or thing that would or might constitute a breach of any statutory requirement affecting the premises/facilities.

The hirer shall comply with all conditions and regulations made in respect of the premises/facilities by the Fire Authority, the Council in its capacity as the Licensing Authority, or otherwise. Without prejudice to the generality of the above, this includes any conditions or regulations in connection with any event which includes public dancing or music or other similar public entertainment.

The hirer is responsible for obtaining any licences which may be required for the period of hire. Copies of such licences are to be provided to the Lettings Centre Manager 7 days in advance of the period of hire.

5.12 Equal Opportunities

The hirer must not discriminate, or permit others acting on his behalf to discriminate, in any of its activities held in the premises/facilities.

5.13 Copyright and other Licences and Permissions

In the use of the premises/facilities, the hirer is not to infringe any copyright or allow any copyright to be infringed. It is the responsibility of the hirer to obtain any consent in respect of copyright and to pay all such fees relating to the same. Save in certain circumstances, it is illegal to photocopy music or plays without the express permission in writing of the copyright holder. If the hirer is in any doubt about whether permission is required, it is their responsibility to check with the appropriate licensing authorities and obtain any necessary consent/licence.

Any hirer who uses recorded music in its activities or performs live music is responsible for checking whether a licence is required and if so, to obtain one.

The hirer must obtain a public entertainments licence from the Council for any public music, singing and dancing.

The company reserves the right to request copies of any consents or licences obtained in order to comply with the above provisions.

5.14 Gambling

Nothing shall be done in the premises/facilities or at the site by the hirer in contravention of the law relating to betting, gaming and lotteries, and the hirer shall ensure that the requirements of the relevant legislation are strictly observed.

Origination	Authorised by	Issue No.	Page 16 of 18	Date
PHA	CITC Board	2		01/10/2022

5.15 Intoxicating Liquor

During the period of hire, the hirer shall ensure that no intoxicating liquors are permitted to be bought, sold, or consumed on any part of the premises/facilities without the prior express permission in writing of the Lettings Centre Manager.

No application shall be made by or on behalf of the hirer seeking any licence or permission to sell intoxicating liquor without the prior express permission in writing of the Lettings Centre Manager.

5.16 Smoking

The hirer is advised that smoking/vaping is not permitted anywhere on the premises/facilities, or immediately outside the premises/facilities and shall ensure that his patrons comply with this requirement.

5.17 Hours of Use

The agreement does not entitle the hirer to use or enter the premises/facilities at any other time than the period of hire unless prior arrangements have been made and agreed with the company.

5.18 Storage

No goods or equipment shall be left at or stored on the premises/facilities without the prior agreement in writing of the company.

5.19 Rights of Entry

Throughout the period of hire the right of entry to the premises/facilities is reserved to any duly authorised officers or employees of the Trust, the company, their agents or contractors and any emergency service.

5.20 Expiration of Hire period

At the expiration of the hire period the hirer shall ensure that all those attending, and present leave the premises/facilities.

The hirer must ensure that the premises/facilities are left in a clean and orderly state, free of litter. All equipment of the hirer must be removed. If the hirer fails to do so, the company will be entitled to charge the hirer for the costs of any necessary work required.

5.21 Injury to Persons and Damage to Property

The company nor the Trust will not be liable for the death or injury of a person attending the premises/facilities for the hiring or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the hirer in the exercise of the rights granted by the agreement except where such death or injury is due to the negligence of the company.

The company nor the Trust will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods articles or property of any kind brought onto or left at the premises/facilities either by the hirer for his own purposes or by any other person.

The company and the Trust will not be liable for any loss due to any flood, fire, act of God or other cause beyond the reasonable control of the company or the Trust which may cause the premises/facilities to be temporarily closed or the hiring to be interrupted or cancelled.

5.22 Insurance and Indemnity

It is a requirement that all hirers have up-to-date Public Liability Insurance with at least indemnity of £2,000,000.00 against third party risks including death or injury to any person or loss or damage to any property arising out of the use of the premises/facilities by the hirer.

The hirer may be required to produce the current insurance certificate prior the hiring.

The hirer will indemnify the company or the Trust against any damage theft, losses, claims, demands, actions, proceedings, damages, costs or expenses arising as a result of the hire of the premises/facilities by the hirer including the cost of reinstating, repairing or replacing any part of the premises/facilities which is damaged, destroyed, stolen or removed as a result of the hire of the premises/facilities by the hirer. The evidence of the company as to the cost or expenses incurred shall be accepted by the hirer as final, on production of reasonable proof.

5.23 Lost Property

The company will not accept responsibility for any items that are left on the premises/facilities after a period of hire. The company will keep the items for 7 days and then the items will be disposed of.

This booking shall be governed, construed and interpreted in accordance with the laws of England and Wales. The booking and the hirer irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising from this licence.

Origination	Authorised by	Issue No.	Page 17 of 18	Date
PHA	CITC Board	2		01/10/2022

Appendix 2:

Confirmation of booking template letter

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 / exclusive booking to you to use the area for the purpose set out in your request form, subject to the enclosed terms and conditions 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 BACS payment. We request a full months payment of the fee by (insert date) in advance. We'll also require you to submit to us proof of your public liability insurance. We will also require copies of your risk assessments, and Safeguarding Policies.

We've provided with this, confirmation details of emergency evacuation procedures in the event of a fire/similar emergency, Safeguarding Policy and login details to our online portal. Please make sure you're familiar with these before the date of hire.

You can contact the Lettings Centre Manager on 07759839079 or cic@childwallssa.org with any questions about hiring the premises.

Kind regards,

Childwall in the Community

Lettings Centre Manager

Origination	Authorised by	Issue No.	Page 18 of 18	Date
PHA	CITC Board	2		01/10/2022

