

# Lettings and Charging Policy for External Providers



1. Title of hiring	Lettings & Charging Terms
2. Code number	027
3. Date adopted by Academy	3 <sup>rd</sup> July 2020
4. Name of Chair	Mrs C Try
5. Name of Head teacher	Mrs A Malanczuk
6. Person or team responsible for the document	
7. Planned date for review.	18 <sup>th</sup> May 2021

**Please read this document, complete the booking form and return to the school office. A copy of the document will be returned to you as confirmation of your booking.**

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## **TERMS AND CONDITIONS FOR THE HIRE OF SCHOOL PREMISES AND/OR GROUNDS**

### **1. Bookings and the Safeguarding of Children**

Any request for the hire or use of the school premises, its facilities or grounds must be made in the first instance to the Principal or Lettings Officer and must be confirmed in writing on an official booking form (Appendix A).

The Hirer shall be the person making the application for a letting and will be responsible for the payment of all fees or other sums due in respect of the letting. The Hirer will abide by the terms and conditions of the letting as well as the responsibilities of both themselves and the School (Appendix B). The Hirer will abide by the Code of Conduct (Appendix C). The Hirer will provide evidence of Criminal Records Bureau and or Disclosure and Barring Service enhanced clearance for all their staff.

The Academy Trust reserves the right to cancel any advance booking for the use of the buildings and facilities by giving four weeks' notice to the Hirer in writing. Where this action has proved necessary, an alternative date will, where possible, be offered. The Academy Trust also reserves the right to refuse bookings and to cancel any advance bookings for the sports/playing fields, if it was felt that such use would be detrimental to their present or future condition. In the event of any cancellation by the Hirer, the Academy Trust can, at its discretion, refund all or part of any fee paid and will, where possible, offer an alternative mutually acceptable booking.

### **2. Lettings Charges**

Hirers are required to pay the charges laid down by the Academy Trust which can change the list of charges by giving 28 days' notice. Charges are payable in advance on receipt of invoice, and in the event of the Hirer cancelling the booking before the booking takes place, a sum equal to 50% of the fee shall be paid by the Hirer. In the event of the Hirer giving no notice of cancellation, the fee may, at the discretion of the Academy, be retained by the Academy.

### **3. Liability**

The Hirer shall hold a valid third party (Public Liability) insurance with a reputable insurance company, with a minimum limit of £2,000,000 for any one occurrence to cover its legal liabilities for accidents resulting in injury to persons including participants in the hiring activity. The Hirer shall produce a copy of such insurance cover appended to the booking form.

### **4. Loss or Damage**

Neither the school nor the Academy Trust shall be responsible for any loss or damage to any property belonging to the Hirer or any person connected with the



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hiring, arising out of the use of the school facilities and premises, nor for any loss, damage, claim, proceedings, costs, expenses, or any other liability or, or death or injury to any person or persons which may have occurred during the period of hire, except where such loss, damage, claim, proceedings, costs, expenses, or any other liability or death or injury is as a result of the Academy Trust's negligence. Nothing in these terms shall limit or exclude the Academy's liability for any matter in respect of which it would be unlawful for the Academy to restrict, or exclude its liability.

The Hirer shall pay the Academy, on demand, the cost of any loss or damage to the School or its property which has been lost, damaged, destroyed or removed during the period of hire.

The Hirer shall indemnify the School against any claim which may arise out of hiring of School premises that may be made by any person or persons in respect of loss or damage against the Hirer or which may arise by reason of any act or omission on the part of the Hirer or his agents .

## 5. Premises and Grounds

The Hirer shall not exceed the seating or other capacity limits of the School or its separate rooms.

Hirers must comply with all safety regulations for the School as laid down by the Fire Officer, the School and its employees, and the Academy Trust.

The School shall not be held responsible for any interruption, closure or cancellation, temporary or permanent, of any hire or use caused by the breakdown of plant or machinery, failure of electricity, gas or water supplies and systems, Government restrictions or Acts of God.

The Hirer shall not, without the prior written consent of the School, attach or affix, by whatever means, any item to the walls or fabric of the building and shall not interfere with, change, repair, or alter in any way whatsoever, any electrical, gas or water fitting, furniture, item or equipment at the School during the period of hire.

Every area within the hired premises used by the Hirer, should be left at the end of each session in a useable and tenable condition with moveable furniture arranged as found prior to the hiring, or use of the premises.

A right of entry to any and all parts of the School buildings and grounds is reserved for the Academy Trust and staff of the School and any Police or Fire Officer in the course of his duty at all times during the hiring.

## 6. Alcohol

Alcohol must not be consumed on the School premises and grounds except with the explicit written approval of the Academy Trust. Any licences necessary for

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any approved consumption shall be the responsibility of the hirer, and inspection of such licences will be requested by the Academy prior to the hiring.

## **7. Smoking**

Smoking is forbidden in all parts of the School premises and grounds.

## **8. Gambling**

Gambling or any act likely to breach the regulations contained within the Gaming Act is strictly forbidden.

## **9. Animals**

Animals are not permitted to enter the School or its grounds without prior written approval from the School.

## **10. Other Restrictions**

The room is available for hire between 8am-6pm, Monday to Friday.

The Hirer shall not permit the premises or grounds to be used for any illegal or immoral purposes.

The Hirer shall not permit any drunken or disorderly person or persons to remain upon any part of the school premises or grounds.

The Hirer shall not permit the premises or grounds to be used for any political or theological purposes or address without the explicit written authority of the Academy Trust.

All exits and Emergency Exits must be kept clear and unobstructed at all times.

Musical instruments and any other equipment that is the property of the School shall not be used or moved without prior authority, or permission to do so. Any costs incurred in the re-instatement of their position or condition will be borne by the Hirer in the event of their having moved or used the instrument without prior consent.

Any licences necessary for the legal performance of any copyright work shall be obtained by the Hirer prior to the performance. The Hirer shall indemnify the School against all claims, demands or proceedings arising out of any infringement of copyright or unauthorised use during the period of hire.

Use of materials for preparing floors for dancing is prohibited.

The Hirer shall not permit the parking of motor vehicles other than in those areas designated for that purpose and shall ensure that no obstruction is caused to exits, entrances to the School or adjoining properties. All vehicles are parked strictly at the owner's risk and the School shall not be liable for any loss or damage caused to vehicles or their contents.

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The equipment in the premises, fixed or otherwise, is to be used only with the written authority of the Academy Trust. The Hirer shall indemnify the school against the claim that may arise out of its unauthorised use of such equipment.

The Hirer shall not assign the benefit or burden of any agreement made with the School for the hire or use of the School facilities nor permit the hire or sublet of any part of the facilities under hire.

The School, Principal and Academy Trust reserve the right, at their discretion, to refuse to let any part of the School, its facilities or grounds to any person, persons or organisations without consent if it is deemed to be in the best interests of the School.

**THE HIRER SHALL ENSURE THAT PREMISES ARE VACATED PROMPTLY AT THE END OF THE LETTING.**

## 11. Maximum Occupancy.

Hirers are required to adhere to maximum occupancy limits as per table.

Room	Maximum Occupancy	Types of Usage	Equipment
School Hall	250 standing 150 seated	Meetings, childrens' parties	Chairs, tables, benches, matting, projector & screen
Community Room	30	Limited to pre/post school care activities, children centre and school/PTA	Nil
School Field		Sports, Fairs	Nil

## 12. Furniture and fittings.

The hirer's use of the school hall shall be deemed to include the use of chairs and tables only. Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating the driving of nails or screws into fixtures forming part of the school fabric will be permitted. In the event of any damage to the premises or property the Authority shall make it good and the Hirer shall pay the cost of such reparation. Where additional equipment is required by the hirer this will be subject to an additional charge according to the Governors' published rates.

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## **13. Kitchen Facilities.**

Please check if the kitchen facilities and facilities for the preparation of refreshment are available if you require them for your booking as they are not automatically included in the hiring unless prior consent for the use of such facilities has been given.

## **14. Sub-letting.**

The Hirer is not permitted to sub-let to another person.

## **15. Alcohol.**

No intoxicants may be brought on to or consumed on the premises without prior approval of the Governing Body.

## **16. Smoking.**

Smoking is not permitted on the school premises, including the car park and school fields.

## **17. Dogs.**

Dogs are not permitted on school premises, including school grounds, at any time.

## **18. Car park.**

- (a) Vehicles are to use marked bays only with the remainder of the car park to be kept clear of vehicles.
- (b) Vehicles larger than eight-seater minibuses are not permitted.
- (c) Camping. Camping, caravans and barbeques are not permitted.

## **19. Health, Safety, Security and Condition of Premises**

The hirer/hirers shall during the hiring be responsible for:

- (a) Taking all measures necessary to ensure that the permitted number of persons using the hired premises is not exceeded;
- (d) The efficient supervision of the hired premises and for the orderly use thereof including the observance of the Governors' policy on smoking on school premises;
- (e) Ensuring that all doors and emergency exits from the hired premises are kept unfastened and unobstructed and that no obstruction is placed or allowed to remain in any corridor giving access to the hired premises;
- (f) Ensuring that all proper safety measures are taken for the protection of the users of the premises and equipment including adequate adult supervision where young people are concerned;

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- (g)** Familiarising themselves and the users of the premises with the fire-alarm positions, the locations of the fire-fighting equipment and the establishment's exit routes;
- (h)** The provision of a suitable first-aid kit;
- (i)** Compliance with the Food Safety Act where catering facilities are involved.
- (j)** Nails, tacks, screws, or other like objects shall not be driven into any part of the hired premises nor shall any placards, decorations or other articles be fixed thereto.
- (k)** No alterations or additions to any electrical installations either permanent or temporary on the hired premises may be made without the written consent of the Governors.
- (l)** Electrical apparatus must be switched off after use and plugs removed from sockets.
- (m)** The Hirer is required to provide the school with details of how the premises will be used and highlight any activities that could produce an excess of heat, dust or smoke in order that the school can assess the impact on Fire Precaution and Security Measures.

The hirer shall at the end of the hiring be responsible for ensuring that:

- (a)** The hired premises are vacated promptly and quietly:
- (b)** The hired premises are left in a safe and secure condition and in a clean and tidy state.
- (a)** The car park is locked on exit. Unauthorised users are at risk of their vehicle being locked in until school reopens.
- (b)** The hirer shall not permit or cause any damage to be done to the hired premises or any furniture or equipment therein and shall make good to the satisfaction of the Governors and pay for any damage (including accidental damage) caused by any act or neglect by himself, his agents or any person on the hired premises by reason of the use by the hirer.
- (c)** It is understood and agreed that the Governors do not, either expressly or by implication, warrant the premises to be fit or suitable for any sporting, recreational or other purpose for which the hirer intends to use them but rely entirely on the skill, knowledge and expertise of the hirer in choosing so to use them and require the hirer to discontinue that use immediately upon it becoming reasonably foreseeable that by reason of their condition a participant in or spectator to that sport, recreation or other



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activity, or any other person is in danger of suffering injury, loss or damage.

## 20. Liabilities

Except in so far as the Unfair Contract Terms Act, 1977 (or any statutory modification or re-enactment of it) otherwise requires, neither the Council nor Governors acting on its behalf will be responsible or liable in any way whatsoever or to any person whatsoever (and whether or not there shall be any negligence by its servants or agents) in respect of:

- (a) any damage or loss of any property brought on to or left upon the hired premises either by the hirer or by any other person;
- (b) any loss or injury which may be incurred by or done by or happen to the hirer or any person resorting to the hired premises by reason of the use thereof by the hirer;
- (c) any loss to breakdown or machinery, failure of electrical supply, fire, flood or government restriction which may cause the hiring to be interrupted or cancelled.
- (d) The hirer shall be responsible for and shall indemnify the Council its servants and agents against all claims, demands, actions and costs arising from the hirer's use of the hired premises or from any loss, damage or injury suffered by any person arising in any manner whatsoever out of the use of the hired premises by the hirer.
- (e) The Hirer shall be responsible for ensuring the premises are left in a tidy condition and will be responsible for the collection of rubbish into bins provided for this purpose. Any exceptional cleaning required as a result of a letting will be chargeable to the Hirer.

## 21. Licences

The hired premises shall not be used for the sale or supply of intoxicating liquor, or the holding of any public entertainment, theatrical performance, film exhibition, lottery or other similar function without the consent of the Governors, and such consent shall be subject to the hirer first obtaining the necessary licence or permission required under current legislation, and producing this for the scrutiny of the Governors if required.

The hired premises shall not be used for any betting, gaming or gambling.

The hirer shall indemnify the Council or Governing Body against any infringement of copyright which may occur during the hiring.



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## 22. General

The right of entry to the hired premises at any time during the hiring is reserved for authorised officers and employees of the Council and the head of the establishment or a person authorised by him/her.

The hirer and his agents shall during the hiring and during such other times as they or any of them shall be on the hired premises for the purpose of the hiring comply with all reasonable requirements of the caretaker of the hired premises.

The hirer shall not sub-let the hired premises or any part thereof and in the event of this condition being breached or any threat thereof then the hiring will stand cancelled, the charges forfeited and the hirer and sub-hirer excluded from the hired premises.

Any notice or necessary action required in respect of this hiring may be undertaken by:

- (a) A representative of the Governors;
- (b) The Chief Education Officer or his duly authorised representative.

Date to be reviewed: May 2021

Restrictions and Conditions of Use

Failure to comply with these conditions may lead to additional charges.

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## 23. Appendix A - Lettings Administration Process

1. Prospective Hirer contacts the school.
2. Application form, terms and conditions of hire and scale of charges issued to Hirer.
3. Hirer sends completed application form to school office, with signed agreement to conditions of hire and a copy of current certificate of Public Liability insurance.
4. Finance Officer checks that details of the application form, checks that agreement to conditions of hire has been signed and that insurance certificate is valid – date and value of cover and name of person/organisation covered.
5. Where hire extends beyond normal working hours of the key holder, the key holder will be consulted before the application is approved.
6. Finance Officer calculates cost of hire and advises applicant. If the applicant wishes to proceed with the application and is a pre-authorized user go to step 10.
7. If the applicant is not a pre-authorized user, the application will be considered by the Chair of Governors and Principal and a decision will be made whether to permit the hire. Governors and the Head teacher will not consider applications that are not accompanied by a valid certificate of insurance and signed agreement to conditions of hire.
8. Hirer informed verbally of the decision and the arrangements are confirmed with the school key holder, if required.
9. Letter of confirmation sent to hirer with a copy of the application form, reminder of conditions of hire, and an invoice.
10. Payment received with 5 days of hire commencing.
11. School acknowledge receipt of payment.

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## 24. APPENDIX B - Lettings Charges

The governing body encourages the use of the Academy's premises for the benefit of the local community, and in particular for the extension of education of its pupils.

For all bookings which vacate the premises after 6:30pm the school will add a security charge which allows for 15 minutes for unlocking/locking up before/after each period of hire. Should Hirers or their participants vacate the site within this time, an additional charge of £10 for every 5 minutes over the time may be levied.

### Rental rates (charged in hourly blocks)

<u>Room</u>	<u>Rate</u>
Hall	£20.00 per hour
Classroom	£15.00 per hour
Community Room	£25.00 for first hour/£15.00 for each hour thereafter
Playground or Orchard	£15.00 per hour

### Saturday sessions for the Hall

9.00am – 2.00pm	£55.00
2.15pm – 6.15pm	£50.00 (SGIA parents £40.00)

Afterschool clubs            £15.00 per hour

Unlocking/ locking charges for evening bookings after 6:30pm = £25.00

**Under COVID-19 guidance regarding cleaning and sanitisation, the following additional cleaning charges will apply to weekend lettings until further notice:**

**£10 per classroom**

**£15 per hall hire**

Regular bookings will be invoiced on a termly basis and are payable on receipt.

**We would prefer payments to be made via BACS or bank transfer to:**

Stars Trust t/a Stanley Green Infant Academy  
Sort Code: 30-96-73 (Lloyds Bank), Account No.: 45953060

# Lettings and Charging Policy for External Providers



## 25. APPENDIX C - LETTINGS BOOKING FORM

<b>HIRER</b>									
<b>Name/Organisation</b>									
<b>Address</b>		<b>Contact</b>							
		<b>Job Title:</b>							
		<b>Tel:</b>							
<b>Post code</b>		<b>Email:</b>							
<b>REQUIREMENTS</b>									
<b>Occasion/Usage</b>									
<b>No of supervising adults</b>				<b>No of Children</b>					
<b>Room/ Location</b>		<b>Hall</b>		<b>Class Room</b>		<b>Orchard</b>			
<b>Please tick as required</b>		<b>Community Room</b>		<b>Playground</b>		<b>Meeting Room</b>			
<b>One-off bookings and additional dates:</b>									
<b>Dates Required</b>		Date 1:		Date 2:		Date 3:			
(e.g one-off booking, additional dates, or need the room longer (parent events))									
<b>Times Required</b>		<b>Start</b>		<b>Start</b>		<b>Start</b>			
		<b>End</b>		<b>End</b>		<b>End</b>			
<b>Any Additional Information</b>									
<b>Club Bookings only:</b>									
SGIA books clubs from the first FULL week of Term to the week before the end of term (see dates below). <b>If you wish to book outside of these dates please request additional dates</b> , however we cannot guarantee that these dates can be accommodated.									
<b>Dates Required – please tick</b>		<b>Autumn Term</b> 12/9/20 –18/12/20 (13 weeks)		<b>Spring Term</b> 4/1/21 – 1/4/21 (12 weeks)		<b>Summer Term</b> 19/4/21 – 23/7/21 (13 weeks)			
<b>Training days</b>		<ul style="list-style-type: none"> <li>3/9/20-9/9/20</li> </ul>		<ul style="list-style-type: none"> <li>14/2/21-21/2/21</li> <li>2/4/21-18/4/21</li> </ul>		<ul style="list-style-type: none"> <li>30/5/21-06/06/21</li> <li>24/7/21-31/8/21</li> <li>3/5/21 Bank Holiday</li> </ul>		<b>School closure dates</b>	
<b>Times Required</b>		<b>Start</b>		<b>Start</b>		<b>Start</b>			
		<b>End</b>		<b>End</b>		<b>End</b>			
<b>Club Bookings:</b>									
Please confirm exact dates by highlighting requirements on the calendar on the following page									

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Please confirm exact dates by highlighting requirements on the calendar below:  
 (KEY **Yellow** – Training Days **Grey** – School Holidays, not available for club bookings)

September							October							November						
M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
	1	2	3	4	5	6				1	2	3	4	30						1
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29
December							January							February						
M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
	1	2	3	4	5	6					1	2	3	1	2	3	4	5	6	7
7	8	9	10	11	12	13	4	5	6	7	8	9	10	8	9	10	11	12	13	14
14	15	16	17	18	19	20	11	12	13	14	15	16	17	15	16	17	18	19	20	21
21	22	23	24	25	26	27	18	19	20	21	22	23	24	22	23	24	25	26	27	28
28	29	30	31				25	26	27	28	29	30	31							
March							April							May						
M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
1	2	3	4	5	6	7				1	2	3	4	31					1	2
8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9
15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16
22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23
29	30	31					26	27	28	29	30			24	25	26	27	28	29	30
June							July							August						
M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
	1	2	3	4	5	6				1	2	3	4	30	31					1
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29

**DECLARATION TO BE COMPLETED BY THE HIRER**

(Persons signing this declaration must be of 18 years of age or over)

- **Safeguarding Children: If the hire involves the teaching or supervision of children, as defined in law, I have read, understand and will abide by the school's Child Protection Policy in my undertaking activities with the children in my charge.**
- I being the duly appointed agent of ..... acknowledge receiving a copy of and agree to abide by the terms and conditions applied to the above letting(s).
- I do hereby agree to indemnify Stanley Green Infant Academy against any claim which may arise out of the letting of the premises and grounds to me in respect of loss or damage or by reason of any act or omission on the part of my agents.

Hirer Signature		Principal Signature	
Print Name		Print Name	Mrs Angela Malanczuk
Date		Date	

For Office Use (documents seen and copied)

Insurance  Instructors qualifications  Club register  First Aid Policy & Certificate  DBS   
 Risk Assessment  PAT test certificates for own electrical equipment  Fliers

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## 26. APPENDIX D – Hirer's and Academy's Responsibilities

### Hirer's Responsibility:

- To check arrangements, times and relevant procedures:
- Know the School's accident and emergency procedures for fire, health and safety and safeguarding.
- Use only equipment and facilities as agreed with School staff in advance
- To keep a termly register of children attending, together with contact number of their parents/carers.
- Provide a termly register of children to the Academy
- To inform the parent/carers, of any child sustaining injury or becomes ill during any session.
- To conduct a written risk assessment for the sessions provided, to be reviewed annually or if equipment changes.
- Check details on a need to know basis on children with behavioural, health and disability problems
- Check and agree arrangements for wet weather
- Give 24 hours' notice for cancellation or as soon as possible in emergency situations
- To contact parents/carers in the event of cancellation of a session, for any reason
- Read relevant policies, e.g. Safeguarding, Health and Safety and Behaviour
- Provide copies of instructors qualifications if relevant
- Be responsible for first aid for children attending the club or session
- Carry out own investigation and accident reporting for incidents taking place during own session.
- Provide fliers to promote your club or activity (at least 7 days ahead of distribution. Most fliers are sent out the term before the planned activity)
- Provide information on how many staff or volunteers will be involved in the club or activity and who they are (all staff or volunteers should have clearance as previously mentioned in the safeguarding children section of this policy) and update when required

### Academy's Responsibility towards Hirers

- The School will make available the room for use within the times agreed.
- In the event of an emergency or unexpected school closure, the School will contact the Hirer.
- The Hirer will be provided with the Safeguarding, Health and Safety policies and fire evacuation procedures.
- The Hirer will be provided with a contact number for named member of staff in the event of emergencies.

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## 27. APPENDIX E - CODE OF CONDUCT

Hirers and their staff must comply with the principles of good ethical practice listed below.

### **The Hirer shall:**

- Treat all children and young people with respect.
- Provide an example of good conduct you wish others to follow
- Ensure that whenever possible there is more than one adult present during activities with children and young people or at least that you are within sight or hearing of others
- Respect a young person's right to personal privacy / encourage young people and adults to feel comfortable and caring enough to point out attitudes or behaviour they do not like
- Remember that someone else may misinterpret your actions, no matter how well intentioned
- Be aware that even physical contact with a child or young person may be misinterpreted
- Be responsible for the safeguarding of any children in their care for teaching or supervision and will abide by the school's Safeguarding Policy (copy attached) in this regard
- Recognise that special caution is required when you are discussing sensitive issues with children or young people
- Challenge unacceptable behaviour and report all allegations/suspensions of abuse
- Place the well-being and safety of the performer above the development of performance
- Activities done are appropriate for the age, maturity, experience and ability of the individual
- Hold up to date and nationally recognised qualifications
- Have high standard of behaviour and appearance
- Develop and appropriate working relationship with children, based on mutual trust and respect

### **The Hirer and its staff must not:**

- Have inappropriate physical or verbal contact with children or young people
- Exert undue influence to obtain personal benefits or reward
- Be drawn into inappropriate attention seeking behaviour
- Make suggestive or offensive remarks or gestures in front of children
- Show favouritism to any individual
- Come to conclusions about others without checking your facts
- Exaggerate or belittle child abuse issues
- Take a chance when common sense, policy or practice suggests another more sensible approach
- Believe in your good name to protect you

END OF LETTINGS POLICY