

Lettings Policy

LINKS: To be read in conjunction with individual School Lettings Policy, Health and Safety Policy, KCSIE Policy

DATE:

POSTHOLDER RESPONSIBLE: Chief Operating Officer (COO)

TRUSTEES/GOVERNORS COMMITTEE: Finance, Operations & Audit (FO&A)

AUDIENCE: All Trust Staff, Parents, Community groups and Organisations

STATUS: Ratified

DATE RATIFIED: November 2025

DATE OF NEXT REVIEW: This Policy will be reviewed every 2 years

STATUTORY/NON-STATUTORY: Non Statutory

Summary of Changes

Date	Para	Revision
Sept 25	All	New policy

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1 Purpose

- This policy outlines the principles and procedures governing the hiring of school premises across the Quantock Education Trust (QET). It ensures that lettings are managed safely, equitably, and in alignment with the Trust's core values: Uniqueness, Community, Aspiration, Respect, and Equity.
- 1.2 The policy aims to promote community engagement, support educational and recreational activities, and ensure responsible use of Trust facilities.
- 1.3 QET recognises the role our schools play in the community and regards its buildings and grounds as an asset. We welcome the use of our schools by a variety of community groups and for a range of leisure purposes and will make efforts to enable our facilities to be used as much as possible. However, the overriding purpose of the Trust's premises is to provide the best possible teaching and learning environment for its students. All applications for the hire of QET facilities will be considered individually with continuity of education for students the most important consideration.
- 1.4 Our school's delegated budget, which is provided for the education of its pupils, will not be used to subsidise any lettings by community or commercial organisations. QET reserves the right to levy a charge to meet the additional costs incurred by our schools in respect of any lettings of our premises. As a minimum, the actual cost to the school of any use of the premises by an outside organisation must be reimbursed to the school's budget.

2 Scope

2.1 This policy applies to all schools within the Quantock Education Trust and covers the use of school halls, classrooms, sports facilities, and outdoor spaces. It applies to external organisations, community groups, educational providers, and individuals seeking to hire Trust premises for meetings, events, or educational activities.

3 Legal and Policy Framework

- 3.1 This policy operates in accordance with the following legislation and statutory guidance (as amended):
 - Health and Safety at Work etc. Act 1974
 - Equality Act 2010
 - Children Acts 1989 and 2004
 - Data Protection Act 2018 and UK GDPR
 - Education Act 2002 (Section 175 Safeguarding)
 - Safeguarding Vulnerable Groups Act 2006

The policy should be read alongside the Trust's Safeguarding Policy, Health and Safety Policy, and Data Protection Policy.

4 Definitions

4.1 A letting may be defined as any use of the school premises (buildings and grounds) by either a community group or a commercial organisation.

- 4.2 Use of the premises for activities such as staff meetings, parents' meetings, Governing Body meetings and extra-curricular activities provided for students and supervised by school staff falls within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school's delegated budget.
- 4.3 The person who completes the lettings application will be referred to as the "Hirer" and is responsible for ensuring that this policy document and the terms and conditions for hire are adhered to. They will also be responsible for ensuring that no activities other than those stated on the application are allowed to take place and at the stated times.
- The Hirer should nominate a "Responsible Person" within their group or organisation to ensure compliance with Health and Safety and Child Protection legislation. The Responsible Person must also ensure that sufficient planning is undertaken and adequate procedures are in place to deal with any accidents, incidents or emergencies.
- 4.5 The Hirer must ensure that a "Qualified Instructor" is used for higher risk activities such as martial arts and trampolining. The Qualified Instructor must have the relevant training and experience to ensure that the activity is undertaken safely.

5 Excluded Lettings

- 5.1 QET reserves the right to refuse a lettings application for the hire of school facilities without stating the reason. However, the most likely would be if the proposed activity is deemed to present an unacceptable risk of injury or damage. In addition, any group which has religious or political motivations or any connections which might damage the Trust's reputation will not be considered.
- 6 Charges and Facilities for Hire
- 6.1 The Trust reserves the right to levy charges for the hire of our school facilities. The Board of Governors at each of our Trust Schools are responsible for setting the level of charges appropriate. When setting charges for hire the Board of Governors considers the cost of:
 - Heating
 - Lighting
 - Extra staffing and administration
 - Cleaning
 - Wear and tear
 - Use of the school's equipment
- 6.2 Charges levied to Hirers that represent charity groups, who provide services free of charge, on a "not-for-profit" basis, or predominantly for students of each school will be considered individually. Hirers are encouraged to provide evidence or statements of fact as part of their letting application in support of requests to reduce or waive charges for hire.
- 6.3 Examples of the facilities available for hire are as follows depending on the individual school:
 - Sports Hall
 - Artificial Grass Pitch
 - Main School Hall
 - Drama Studio

- Classrooms
- Use of School Field (Rugby, Football or Rounders Pitches when available) by agreement
- 6.4 The cost per hour is determined by each of our schools, therefore please liaise with them directly for the costings.
- 6.5 The Trust reserves the right to require a Damage Deposit to be paid at the discretion of the Operations/Site Supervisor/Headteacher. Our schools also reserve the right to demand that charges for hire are paid in full and in advance of a letting at the discretion of the Operations/Site Supervisor/Headteacher.

7 Invoices and Payment Terms

- 7.1 Invoices for the hire of QET's facilities will be issued by the school Finance Department every term in arrears unless payment has been demanded in advance or other arrangements have been agreed. The invoice amounts will be those agreed to with the Operations/Site Supervisor/Headteacher at the time of completing a lettings application. It is the responsibility of the Hirer to inform the Operations/Site Supervisor/Headteacher one week in advance of any deviations to their agreed times and dates as required. QET reserves the right to charge for the use of facilities even when not used if the correct procedure and notice periods are not adhered to by the Hirer.
- 7.2 Payment terms are 14 days from the date of issue of invoices.

8 Application Process

- 8.1 Persons or Group representatives who wish to hire our school facilities will be directed to the Operations/Site Supervisor/Headteacher who will hold a brief initial discussion to summarise any requirements and the availability of suitable facilities. If it is considered appropriate the applicant will be issued with a Lettings Application form to formalise the proposed letting; they should complete all sections of the form and return it to the Operations/Site Supervisor/Headteacher at least 2 weeks prior to their proposed booking. Hirers wishing to negotiate a reduction of hire charges should also submit any statements of fact or evidence they feel necessary to support this. A copy of the lettings policy document containing the terms and conditions for hire will also be issued so all persons are aware of the school's expectations and rules from the outset of the process.
- 8.2 Hirers should not consider their booking to have been accepted until they receive written confirmation from the Operations/Site Supervisor/Headteacher with final details of the venue, dates, times and decision on the level of hire charge.
- 8.3 The Operations/Site Supervisor/Headteacher will endeavour to accommodate all requests for the use of school facilities but reserves the right to offer alternatives if necessary.
- 8.4 Lettings applications must be completed for each academic year to confirm dates for the year ahead.

9 Management and Administration

- 9.1 The Operations/Site Supervisor/Headteacher are responsible for the routine management of lettings. Where necessary other school employees may be delegated to undertake tasks in connection with lettings as appropriate.
- 9.2 The Finance Department Manager is responsible for issuing invoices to all Hirers in consultation with the Operations/Site Supervisor/Headteacher.
- 9.3 The site team are available on certain evenings of the week to assist with the setting up and clearing away of nets and goals. They are also responsible for unlocking and locking the facilities.
- 9.4 Outside of normal working hours, the member of Site Staff on duty assumes responsibility for lettings and should be the first point of contact in the event of any problems or emergencies. Contact details for the Operations/Site Supervisor/Headteacher and Site Staff can be obtained from the School office, all Hirers are encouraged to make note of these in case they are needed in the event of any emergencies.
- 9.5 Any complaint or dispute that the Operations/Site Supervisor/Headteacher is not able to resolve should be escalated in the first instance to the Chief Operations Officer (COO) and ultimately to the Board of Governors.

10 Use of School Equipment

- 10.1 Each school has a range of equipment that is available to hirers as appropriate to their activity such as 5-a-side goals, indoor bowling mats and nets for cricket practice, badminton nets and table tennis tables. There is no additional charge for the use of School equipment but Hirers must indicate what school equipment they require on the letting's application form so the Operations/Site Supervisor/Headteacher can make it available if possible.
- 10.2 The School, Operations/Site Supervisor/Headteacher and any other delegated person will endeavour to ensure equipment is available as required by the Hirer but makes no guarantee to this effect; the needs of the school and its students will always take priority as part of the curriculum and for extra-curricular activities.
- 10.3 The Trust makes no guarantee as to the condition and suitability of any of its equipment made available to any Hirer and will not accept any claims for liability to this effect. The condition and suitability of any equipment is the responsibility of the Hirer who must ensure this by carrying out a visual inspection before every use and undertaking risk assessments where necessary.
- 10.4 The Trust reserves the right to make additional charges to the Hirer for the repair or replacement of any equipment if it is reasonable to believe that damage has been caused by a Hirer or during their letting.

11 Use of Facilities by the School and School Staff

11.1 As part of the corporate life of the school there will be unavoidable occasions where facilities that would normally be subject to lettings agreements and available for hire will be needed by School Staff. This may include, but are not limited to, parents' evenings, meetings, training courses, house events, awards evenings or productions. QET reserves the right for these to take precedence over any lettings. The Operations/Site Supervisor/Headteacher will endeavour to

give several weeks' notice and will try to find a suitable alternative facility wherever possible but reserves the right to cancel lettings if necessary. In the event of a letting being cancelled by the Operations/Site Supervisor/Headteacher because it is needed by the school there will be no charge for hire.

11.2 School Staff wishing to book facilities for uses that do not form part of the corporate life of the school are required to seek agreement from the Operations/Site Supervisor/Headteacher to ensure that suitable facilities are available and may still be subject to a formal letting application. Consideration will be given to appropriate charging levels and, whilst School Staff may not be required to pay hire charges, they must still ensure that proposed activities do not interfere with other scheduled lettings. School Staff will not take precedence over Hirers in these instances and lettings applications will be considered on a "first come" basis.

12 Exam Periods

- 12.1 Examinations are a vital part of school life, particularly in our Secondary Schools and, for Year 11 students', are the culmination of their educational career. Like many secondary schools, ours use its Sports Hall during exam periods as it is the only area large enough to accommodate all students with tables and chairs. Exam periods occur up to 3 times every year mock exams in the autumn term, internal exams in the spring and G.C.S.E exams in the summer.
- 12.2 QET reserves the right to cancel all lettings for the duration of exam periods as necessary. The Operations/Site Supervisor/Headteacher will give as much notice as possible and may try to find suitable alternative facilities for use by the Hirer. In the event of a letting being cancelled by the Operations/Site Supervisor/Headteacher because it is needed by the school for examinations there will be no charge for hire.

13 Liability

13.1 QET will not accept any liability for damage, loss or personal injury howsoever caused in connection with any letting. The Hirer agrees to fully indemnify the school against claims for damage, loss or personal injury that arise in connection with the use of facilities under a letting's agreement.

14 Insurance

14.1 The Hirer must maintain at all times policies of insurance which will fully insure and indemnify the Hirer against any liability, loss, claim or any proceedings whatsoever in respect of personal injury or damage to property, including the premises of the Trust and its contents, which occurs as a consequence of the hirer's use of school facilities under a lettings agreement. The sum insured shall be at least £5 million in respect of any one occurrence or series of occurrences arising out of one event. The Hirer shall produce on request to the Operations/Site Supervisor/Headteacher copies of the relevant insurance policies.

15 Data Protection

15.1 Hirer's personal details provided as part of the application process will be kept securely by the school in compliance with the General Data Protection Regulations 2018 and only processed for the purposes of managing lettings and issuing invoices.

- 15.2 Individuals have the right to be informed about how their data is used, to have access to their data, to rectify incorrect information, to have their data erased, to restrict how their data is used, to move their data from one organisation to another, and to object to their data being used at all.
- 15.3 The school has appointed a Data Protection Officer, all questions and requests for access to personal data should be addressed to the Protection Officer.
- 15.4 Copies of the Trust's Data Protection Privacy Notice and contact details for the Data Protection Officer are available on the Trust's website or by request.

16 Health and Safety

All Hirers are required to comply at all times with all relevant Health and Safety Legislation and any requirements of the school. Adequate provision must be made to manage risk and the Hirer must not allow, by act or omission, any harm to come to any person. If necessary, a Health and Safety Policy must be in place and Specific Risk Assessments for individual activities should be undertaken.

16.2 It is the Hirer's responsibility:

- to ensure that suitably trained, experienced and qualified instructors are used if relevant to their activity
- to undertake any Risk Assessments relevant to their activity and ensure that control measures are implemented and reviewed regularly
- to ensure that any electrical equipment that is bought on to the school site for use during a letting has been tested and is safe to use
- to undertake a visual safety check of all equipment used during their letting including equipment bought on to the school site and that which is provided by the school
- that adequate planning has been undertaken to deal with any accidents or emergencies
- to familiarise themselves with the school's emergency plan
- to report any accidents, injuries, incidents and near misses to the school and to the HSE if necessary
- to ensure that all persons attending their letting are aware of emergency procedures and evacuation plans
- that they can easily account for all persons in the event of an evacuation

17 Child Protection and Safeguarding

- 17.1 Hirers which provide activities for children or young adults must ensure that they comply at all times with the statutory guidance for their protection and safeguarding. A Child Protection and Safeguarding Policy should be in place and any other policy documents relevant to their activity. Disclosure and Barring Service (DBS) Enhanced Disclosures should be sought for all adults connected with the letting and who will come into contact with children and young adults.
- 17.2 Hirers will be responsible for nominating a suitably trained person to act as the Designated Safeguarding Lead (DSL) who will assume responsibility for protection and safeguarding procedures and to whom any concerns can be reported.

- 17.3 The school is dedicated to ensuring the safeguarding of its pupils at all times. It is a requirement of hire that hirers abide by the schools' requirements in respect of safeguarding. Any failure from the hirer in this respect will result in the hire being terminated.
- 17.4 It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space.
- 17.5 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.
- 17.6 The hirer will be required to have appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide copies of Safeguarding policies to the school. These must be shared with the school ahead of the first date of hire.
- 17.7 The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact the school's DSL as soon as reasonably practicable.

 Contact details can be supplied by the School Office.
- 17.8 The hirer understands that if our school receives an allegation relating to an incident where an individual or organisation is using our school premises for running an activity for children, we will follow our usual safeguarding procedures and inform our local authority designated officer (LADO).

18 Security

- 18.1 Hirers are reminded of the importance of the security of the school to safeguard both those attending activities and the school's premises. Access gates should remain secured where possible.
- 18.2 Hirers using any buildings are reminded that it is not acceptable for any person connected with the letting to access any other part of the school at any time apart from the designated toilet facilities.
- 18.3 Hirers with long standing lettings agreements using the Sports Hall (where applicable), or those using the Sports Hall at weekends may be issued with keys by the Operations/Site Supervisor/Headteacher. Hirers are placed in a position of trust and are directly responsible for any keys issued to them. They must make sure they keep them secure at all times, they should not lend them out to other people and must use them appropriately and at the times stated on their application.
- 18.4 Keys must be returned to the school at the request of the Operations/Site Supervisor/Headteacher. Hirers are asked to only use the fire doors in emergencies and to refrain from using them for ventilation. It is essential that all Hirers carry out checks to ensure the fire doors are properly secured at the end of their activity and as part of a locking up procedure to secure the building.
- 18.5 QET reserves the right to cancel any letting without notice if it does not comply with the requirements for keeping the school premises secure.

19 Supervision of Activities

- 19.1 Hirers must ensure that adequate adult supervision is provided for all activities and especially for those involving children or young adults where the correct ratios must be used. This would normally be 1 adult to 10 children and ensures a minimum standard for safety and security.
- 19.2 Adult members of a group using QET School facilities and undertaking supervision duties must have the relevant information, instruction or training made available to them by the Hirer to ensure they can supervise effectively.

20 Licencing

- 20.1 If, as part of their activity, the Hirer wishes to provide music, dancing or other entertainment they must obtain the necessary public entertainment licences and make copies available to the Operations manager/Site Supervisor/Headteacher. QET reserves the right to cancel the booking and retain the booking fee if this is not adhered to.
- 20.2 Licences may be required for public performances involving music, singing and dancing (Entertainment Licence), for theatrical performances (Theatre Licence) or for the sale of alcohol beverages (Liquor Licence). If copyright material is performed or used, the licence of the owner of the copyright must be obtained.

21 Sub-Letting and Transfer of Rights

21.1 The Hirer shall not sub-let any part of the school premises; each and every letting agreement is solely personal to the Hirer. No rights under the agreement are transferrable or assignable to any other person.

22 Rules for the Use of Facilities

22.1 The Hirer must ensure that all members of their group abide by the following rules which are specific to the facility hired and each individual school. These will vary depending on each school and may include but are not limited to:

22.2 Sports Hall

- Only clean and correct footwear to be worn (non-marking trainers)
- No studs or blades are permitted
- Eating is not permitted in the Sports Hall
- Water only in a sealed bottle is permitted
- No chewing gum
- No hard cricket balls

22.3 Netball/Tennis Courts

- Only clean and correct footwear to be worn (flat-soled, non-marking trainers)
- No studs or blades
- No outdoor shoes or heels
- No foodstuffs
- Water only in a sealed bottle is permitted

- No chewing gum
- Do not sit or climb upon any goal, fence or net
- Use designated Sports Hall toilets only

22.4 Artificial Grass Pitch

- Studded football boots must be worn (including coaches)
- · Boots must be clean
- No outdoor shoes or heels
- No foodstuffs
- Water only in a sealed bottle is permitted
- No chewing gum
- Do not sit or climb upon any goal, fence or net
- Floodlights automatically switch off at a time agree with each school, all users must vacate the pitch before this time
- No spectators inside the fenced pitch area
- Use designated Sports Hall toilets only

23 Terms and Conditions for Hire

23.1 A copy of each individual schools terms and conditions for hire is available from the school office and will be provided upon your booking being confirmed. An example can be found at Appendix 1 of this document.

24 Emergency Procedures

24.1 An example of Emergency procedures can be found at Appendix 2 of this document. A copy of the individual school emergency procedures will be provided when your booking is confirmed.

25 Review

25.1 This policy will be reviewed every 2 years by the Trust to ensure its effectiveness and relevance. Feedback, where appropriate, from hirers and school staff will be considered during the review process.

Appendix 1 – Example of Terms and Conditions for Hire

Please see individual schools for their own Terms and Conditions

Hirers who have a confirmed booking with the Operations/Site Supervisor/Headteacher are granted a licence to use the specified facilities at the dates and times indicated on the Letting Application form, subject to the following conditions:

- 1. If demanded, the full hire fee is payable at the time of booking. Other payment terms are in agreement with and at the discretion of the Operations/Site Supervisor/Headteacher.
- 2. In addition to the hire fee the School reserves the right to demand a damage deposit entirely at their discretion.
- 3. All accidents, injuries and incidents must be reported to the Operations/Site Supervisor/Headteacher or member of Site Staff on duty as soon as practicably possible.
- 4. Hirers are required to familiarise themselves with the School's emergency and fire evacuation procedures prior to their event and to follow these procedures in the event of an emergency, fire or the sounding of the alarm. The Hirer should also ensure that they have adequate plans in place to deal with emergencies.
- 5. The facilities must be vacated at the agreed time, failure to do so will incur additional charges.
- 6. The facilities must be left in a clean and tidy condition and all rubbish removed from the school. Failure to leave the facilities in a clean and tidy condition will incur additional charges to cover the cost of cleaning.
- 7. The Hirer may only use the facilities for the purpose that has been declared and agreed with the Operations/Site Supervisor/Headteacher. The Trust gives no warranty that the rooms made available to the hirer are legally or physically fit for the hirer's purposes.
- 8. The Hirer shall comply at all times with the requirements of the Operations/Site Supervisor/Headteacher, the member of Site Staff on duty and the school's Security Service Provider in respect of use of the school premises.
- 9. No smoking will be permitted anywhere on the school premises including the grounds.
- 10. No open fires, candles or pyrotechnic equipment may be used on the school premises.
- 11. The Hirer must ensure that no fire equipment is moved or tampered with, except in an emergency.
- 12. All emergency exits and fire escape routes must remain clear to allow for safe evacuation in the event of an emergency or fire.
- 13. All persons bringing vehicles on to the school site in connection with a letting must adhere to the 5 MPH speed limit and park in an orderly fashion in marked bays.
- 14. Vehicles must not be allowed to block access routes or park in front of the gates.
- 15. Any equipment belonging to the Hirer must be removed at the end of the letting.
- 16. No indecent or criminal activity is permitted.
- 17. Hirers whose activities involve children and young adults must ensure that Child Protection and Safeguarding Policies and Risk Assessments are in place, and instructors and supervisors have received training in accordance with current legislation and statutory guidance. QET reserves the right to request copies of policy documents, risk assessments and training records.
- 18. Hirers whose activities involve children and young adults must nominate a person as the Designated Safeguarding Lead who will take responsibility for child protection and to whom concerns about children and young adults should be reported to.
- 19. Hirers whose activities involve children or young adults must ensure enhanced DBS disclosures are obtained for all instructors, supervisors and any other adults connected with the activity as necessary. QET reserves the right to request copies of disclosure certificates.

- 20. A suitably trained and experienced instructor must be present during all activities of a hazardous nature such as trampolining or martial arts.
- 21. Noise levels must be contained to a reasonable level at all times and noise from the Hirer's event must not be audible in any neighbouring properties. It is the Hirer's responsibility to ensure noise levels are monitored to ensure there is no disruption to people in neighbouring properties.
- 22. The hirer must not use the facilities in any way that would cause any nuisance, damage, disturbance, annoyance, inconvenience or interference to QET, other Hirers or to adjoining or neighbouring properties or to the owners, occupiers or users of such adjoining or neighbouring properties.
- 23. If the Hirer wishes to provide music, dancing or other entertainment, the necessary public entertainment licences must be obtained and copies provided for the Site Supervisor. Failure to do so will entitle the Operations Manager/Site Supervisor/Headteacher to cancel the booking and retain the booking fee. Licences may be required for public performances involving music, singing and dancing (Entertainment Licence), for theatrical performances (Theatre Licence) or for the sale of alcohol beverages (Liquor Licence). If copyright material is performed or used, the licence of the owner of the copyright must be obtained.
- 23. The Hirer will be personally liable for all damages caused to any school property as a result of the hire and thereby agrees to indemnify QET for any losses it incurs as a consequence of the hire of facilities
- 24. QET does not accept any liability for damage to the Hirer's property howsoever caused and the Hirer must ensure adequate public liability insurance cover is in place for their activity. QET does not maintain a policy of insurance which covers the Hirer or their guests.
- 25. The Hirer must maintain at all times such policies of insurance which shall fully insure and indemnify the Hirer against any liability, loss, claim or proceedings whatsoever to any person (including QET) arising under any statute or common law or this agreement in respect of personal injury or damage to property (including QET premises and its contents) and which occurs as a consequence of the Hirer's use of facilities made available to them under a lettings agreement. The sum insured shall be at least £5 million in respect of any one occurrence or series of occurrences arising out of one event. The hirer shall produce to the Operations Manager/Site Supervisor/Headteacher copies of the relevant insurance policy or policies as part of a lettings agreement.
- 26. The Hirer hereby agrees to indemnify QET without limitation against all liabilities to other persons (including the servants and agents of QET or the Hirer) for bodily injury, damage to property or other loss, which may arise out of or in consequence of the actions of the Hirer or his employees, servants or agents and against all actions, costs, claims, charges and expenses that may be incurred by QET by the acts or omissions of such persons.
 For the avoidance of doubt, the hirer's indemnity under this clause shall not extend to the liability of QET for personal injuries caused to any person by its negligence or that of persons employed at the said School.
- 27. The Hirer acknowledges that they are only permitted to use the facilities designated by the Operations/Site Supervisor/Headteacher and must not access any other parts of the school. The Hirer shall ensure that all persons attending the activity are made aware of and abide by this restriction. Toilet facilities which the hirer and their guests are to use during their activity will be designated by the Operations Manager/Site Supervisor/Headteacher or member of Site Staff on duty.
- 28. QET reserves the absolute right to cancel a booking at any time should the facilities be required by the school. In these circumstances any deposit or fee will be returned to the Hirer. The liability in such an event will be limited to the amount of the deposit or the fee.
- 29. If a Hirer wishes to cancel a letting or vary the timings, notification must reach the Operations/Site Supervisor/Headteacher at least one week prior to the date of the event. QET reserves the right to charge for the use of facilities even when not used if the correct procedure and notice periods for deviations to an agreement are not adhered to by the Hirer.

- 30. QET and the Operations Manager/Site Supervisor/Headteacher reserve the absolute right to refuse any lettings application or cancel a booking at any time without specifying a reason.
- 31. Save for liability in respect of personal injury or death, QET's maximum liability to the Hirer for breach of contract, negligence or any other cause of action, is hereby limited to 1x the hire charge paid by the Hirer.
- 32. Any person who is not a party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 to rely upon or enforce any terms of this Agreement except that it does not affect any right or remedy of a third party, which exists or is available apart from that Act.
- 33. Should the Hirer fail to comply with any of the above conditions or act in any way which is, or could be deemed to be in conflict with the effective running of the school or could bring the school into disrepute, the Operations Manager/Site Supervisor/Headteacher or QET is entitled to terminate the licence forthwith and the Hirer and any guests will be required to vacate the premises. The decision of the Operations Manager/Site Supervisor/Headteacher and QET will be final and binding and QET will in no way be liable to the Hirer for the return of paid fees or any other compensation if the hire is terminated in accordance with this clause.
- 34. Appropriate, non-marking footwear must be worn at all times and by all persons using the Sports Hall. The eating and drinking of foodstuffs in the Sports Hall is strictly forbidden.
- 35. Hirers granted licence to use QET facilities must undertake to allow the Operations Manager/Site Supervisor/Headteacher and any other delegated employee of the school to enter and view the facility during the letting and allow them to ensure that arrangements have been made for the proper use and supervision of the facility. This includes regulatory and legislative compliance with Health and Safety, Child Protection, Fire Safety and Licencing requirements.
- 36. For the avoidance of doubt this agreement does not grant any tenancy to the hirer of facilities who shall have licence to use it only at the date and times indicated on the lettings application form. The hirer shall have the right to use the specified facility for the purposes agreed with the Operations Manager/Site Supervisor/Headteacher, but shall share possession of the facility with the school whose representatives may enter into the facility at any time during the period of the licence.
- 37. The hirer shall not purport to sublet the premises or any part thereof.
- 38. The benefit of the hiring is personal to the hirer and is not assignable.
- 39. No ballroom or floor polish may be used on floors except with special permission.
- 40. QET reserves the right to review the charges for hire at any time.

Appendix 2 – Example Emergency Procedures

Please see individual schools for their own procedures

The Hirer should nominate a "Responsible Person" within their group or organisation to ensure compliance with Health and Safety and Fire Safety. The Responsible Person must ensure that sufficient planning is undertaken and adequate procedures are in place to deal with emergencies including fire. They should make evacuation plans and be able to account for all persons should an evacuation occur, they should also consider the capabilities of all persons in the event of an emergency and have individual evacuation plans and provide extra assistance where necessary.

The instructions below can be used to help Hirers and their nominated Responsible Person make an emergency plan but are a guide only

a) Action in the event of a fire

- if you discover a fire raise the alarm by pressing the nearest fire alarm call point
- upon the sounding of the alarm implement your evacuation plan leaving by the nearest exit
- report to assembly point and account for all persons
- contact emergency services
- contact School emergency contact

Remember: Only attempt to extinguish a fire if it safe to do so. Fire extinguishers are provided to aid in your evacuation, should you need them. Unless the fire is particularly small or has only just ignited, the school does not expect persons to attempt to fight a fire.

b) Fire drills and Practice evacuations

It is advisable that all Hirers or their nominated Responsible Person carry out fire drills and practice evacuations. This will ensure that emergency plans are effective; it will also inform all persons attending an activity what action to take in the event of an alarm and will highlight any issues with the emergency plan.

Fire drills must only be carried by arrangement with the Operations Manager/Site Supervisor/Headteacher.

c) Training

Should the Hirer of their nominated Responsible person consider that any training be required in Fire Safety Awareness or Fire extinguishers to help in planning for emergencies they can discuss this with the Site Supervisor.

d) First Aid

All Hirers are advised that they should make adequate provision for first aid kits to be readily available in the event of an accident. Each school may have a number of first aid kits in several locations but these may not always be easily accessed.

Whilst the School's Site Staff are first aid trained they should not be relied on to administer help. Each Hirer should ensure they adequately assess the risk of accidents and injuries their activity might pose and consider the provision of appropriately trained first aiders.

There are 2 Defibrillators located on the school site. One is located in the sports hall for ease of use by Hirers, the second in the school first aid office.

e) Bomb scare

If it is necessary to evacuate the buildings because of a bomb scare the procedures will be the same as those taken for fire. The person receiving the bomb warning should immediately inform the Hirer and evacuate the building using the evacuation plan. The Emergency Services should be informed and then the Operations Manager or Site Supervisor or site team member on duty as soon as possible.

f) Suspect articles

Any parcel, package, bag, etc. which has been left in the building should be treated as suspect. Any person discovering a suspicious article should immediately make enquiries as to the owner. No attempt should be made to touch or remove the article. If, after enquiries have been made, the article is still regarded as being suspect, the Police should be called and the building evacuated using your evacuation plan. The Operations Manager/Site Supervisor/Headteacher or member of Site Staff on duty should be informed as soon as possible. No-one should be allowed to re-enter the building until the Police consider that it is safe to do so.

g) Lockdown/invacuations

In the event of a critical incident that occurs near the school or a threatening individual on or in the premises it may be safer to keep people inside than evacuate them. Hirers should consider how they could carry out a safe lockdown procedure and contact emergency services and School staff as part of their emergency planning.

h) Emergency Contacts

Please speak to each school for their emergency contacts.