



Lettings Policy  
Gentleshaw Primary Academy

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## 2. Version control

Date	Version	Revision	Owner
28/06/2018	1.0	New Policy	Future Generation Trust Policy Team

### **3. Introduction**

Academies within the Trust will follow this policy for any request to hire academy premises. The aim of the policy is to ensure that the letting of academy premises is carried out with all legal, contractual and insurance requirements in place. It also ensures that all health and safety considerations are covered prior to any community use of academy premises.

This is a generic policy and shall be adopted by all of the academies in Future Generation Trust.

### **4. Conditions of Use**

Detailed below are the conditions of use which apply to all premises operated by Future Generation Trust:

#### **Applications**

All correspondence and applications for the hire must be made directly to each academy. All applications are subject to approval by the governing body of the academy, but subject to any direction given to them by the Trust Board. The Application for Hire form is attached as Appendix 1.

#### **Hirer**

The hirer must be over 18 years of age and shall be the person by whom the application form for the hiring is signed. They shall be responsible for the payment of the fees payable in respect of the hiring and for the observance and performance in all respects of the conditions and stipulations contained in the hire agreement.

#### **Fees and charges**

The hire fee shall be paid in full upon signing the Hire Agreement together with any returnable deposit required by the governing body.

#### **Duration of the Letting**

The governors shall determine in advance the duration of a letting.

#### **Cancelling of hiring by governing body**

The governing body reserves the right to refuse any application without stating reasons for so doing. The right is reserved to cancel any hiring, without notice, where the governing body considers it necessary for any cause outside their control.

#### **Cancellation or postponement by Hirer**

Hirers will be allowed to cancel or postpone such bookings. Refunds or fees payable are at the discretion of the governing body.

#### **Hired Area**

Access is strictly restricted to the hired area and any toilet facilities, entrances, exits and corridors as directed by the governing body. The Trust Board and governing body reserve to themselves, and their officials, the right to enter the hired area at all times on producing evidence of their identity.

#### **Variation of Conditions**

There shall be no variation to the conditions of hire without the express consent of the Trust Board.

### **Care of Academy Premises**

The hirer is responsible for everyone who is on the academy's premises for the activities they are organising and, generally, for everyone who comes on to the parts of the academy's premises which are under the hirers control at the stated times. The hirer is responsible for ensuring that they comply with all the terms of the hire agreement.

The hirer shall be responsible during the function or entertainment for which the premises are hired for ensuring:

- all safety requirements and recommendations of any licensing authority are complied with;
- any limitation on the number of persons admitted imposed by any licensing authority or the governors are complied with;
- suitably qualified persons are employed to be responsible for the supervision of the premises and the conduct of those attending so as to avoid personal danger, and damage to the premises.

No notices or placards shall be affixed to, lean upon or be suspended from any part of the academy premises. No bolts nails, tacks, screws, pins or other similar objects shall be driven into any of the walls, floors, ceilings, furniture or fittings. The hirer shall ensure that no persons using the permitted area to use shoes with stiletto heels or other footwear which may in the opinion of the governing body be damaging to the floor surfaces of the hired.

### **Intoxicating liquor**

Intoxicating liquor shall not be brought into nor consumed on academy premises without the prior consent of the governing body. Where such consent is given the hirer must comply with the Licensing Laws and provide evidence of such to the governing body.

### **Smoking**

There shall be no smoking on the academy premises.

### **Public Entertainment and other Licences**

No entertainment or function to which the public are admitted shall be allowed unless the premises are licensed for the purpose under the bye-laws of the Local Authority in whose area the premises are situated and all necessary regulations against fire are complied with.

### **Copyright and Performing Rights**

No copyright work shall be performed without the licence of the owner of the copyright and the payment of any appropriate fees. The hirer shall comply with all the provisions of the Copyright, Designs and Patents Act 1988. If the hirer shall fail to do so any permission previously granted by the governing body to use the academy premises shall be immediately cancelled and the governing body shall have the right to recover fees, charges or any other payments referred to in these Regulations.

The hirer shall indemnify the governing body from and against all actions, proceedings, costs, claims or demands whatsoever, arising out of the performance of Copyright Works on academy premises.

The hirer shall, immediately after any performance or function at which music has been performed or songs sung, complete, sign and return to the Performing Right Society a Performing Right Society Limited form obtainable from the Performing Right Society Limited, 29-33 Berners Street London W1P 4AA.

If it is proposed to play a copyright record or tape in public, application for a licence so to do must be made to Phonographic Performance Ltd, 103 James Street, London W1R 3HG.

Evidence that the necessary licences have been obtained must be supplied to the academy at least one week before the letting.

### **Gaming**

No gaming is allowed except in accordance with the conditions of the Gaming Act 1968, Section 41 when gaming is carried on at an entertainment promoted for raising money to be applied for purposes other than private gain. A copy of these conditions is open for inspection in the Local Magistrates Court during the normal hours of business and the hirer shall be deemed to have knowledge of the contents thereof whether or not they have availed themselves of the opportunity of inspection.

### **Use of Equipment**

The hire area does not include the use of any equipment except where specifically agreed and subject to any fees deemed appropriate by the governing body. Academy furniture (other than chairs for use in halls) shall not be moved except by arrangement. The hirer must do everything reasonable to avoid loss, damage or breakage to the academy's property whilst the academy's premises are under the hirer's control. Any loss, damage or breakage must be reported as soon as practicable to the Headteacher. The governing body will be entitled to charge the hirer for any such loss, damage or breakage on terms to be approved by the academy. Any electrical equipment bought on site must have a current PAT (Portable Appliance Testing) certification or be less than one year old.

### **Insurance**

The hirer will be required to indemnify the academy against any liability at law in respect of any accident involving death or bodily injury to any person or damage to or loss of any property real or personal and happening consequent upon or in connection with the use of the premises unless due to the negligence / default of the governing body, its servants or its agents. Third party insurance cover will be needed to be provided as evidence.

### **Parking of Vehicles**

The parking of vehicles on the academy's property shall be permitted in approved areas only on condition that persons bringing such vehicles on to the premises do so at their own risk and that they accept responsibility for any damage to the academy's property or injury to any person whether connected with the establishment or not, caused by such vehicles or their presence on the academy's premises.

### **Use of Playing Fields**

Any hiring of a playing field may be cancelled without notice if weather conditions or the state of the ground make it likely that unreasonable damage may result from use. Suitable footwear must be worn.

### **Miscellaneous**

The hiring body shall comply with such additional conditions as the Trust Board, Headteacher, or the governors may require in writing, to be observed for a particular letting.

The hirer will provide First Aid cover and resources as appropriate including a method of communication in the event of an emergency. A Risk Assessment/Method statement will be given to the academy giving a clear indication of the risks involved of the activities to be undertaken and the control measures to be implemented.

## **5. Fees & Charges**

Fees & Charges should be reviewed annually by each individual academy.

The academy's budget may not be used to subsidise community use and the fees & charges for the hiring of academy premises shall reflect:-

- a) the economic rate for heating, cleaning and staffing
- b) the educational value of the activity
- c) the possible benefit to the academy

There will be no lettings on Sundays or Bank Holidays. Friday and Saturday lettings will carry a surcharge to offset extra cleaning/staffing costs if applicable.

## **6. Monitoring & Review**

Monitoring is the responsibility of the Future Generation Trust Board. Implementation and operational responsibility lies with the Headteacher / Head of School at each academy.

This policy and all arrangements and procedures (Fees & Charges excepted) will be reviewed every three years. Fees & Charges will be reviewed annually during the summer term.

**Policy adopted on:** **12 July 2018**

**Review Date:** **July 2021**

**Signed:** Fliss Dale **Designation:** Chair of Trust Board



### Application for Hire

1. Name of Hirer
2. Address of Hirer
3. Contact telephone numbers
4. Details of requirements: Room and area to be hired (tick relevant boxes)

Hall                       Toilets                       Playing field

<b>Start date:</b>	<b>Start time:</b>
<b>End date:</b>	<b>End time:</b>
<b>Day of Week:</b>	<b>Number of Lettings</b>
<b>Nature of Activity:</b>	
<b>Equipment / facilities requested:</b>	
<b>Equipment to be brought in by hirer:</b>	
<b>Age range of those attending:</b>	<b>Numbers attending:</b>

I hereby make application for the hire of the accommodation and facilities stated above and agree to abide by the Conditions of Use specified in the attached documentation.



I have arranged Public Liability Insurance in the name of the individual / organisation hiring the academy premises for a limit of indemnity of at least £2,000,000. I have provided a copy of this insurance.

*\*Where applicable: delete if not required*

- I enclose a risk assessment and/or method statement.
- I can confirm that we (on behalf of the organisation applying for the letting) carry out robust Safeguarding recruitment practice and that all staff and appropriate volunteers have full DBS clearance.

Signature of Applicant:

Full Name (in block letters) ..... Date:

**NOTE:** The giving of false information on this Application for Hire Form may lead to the cancellation of the booking without notice.



### Agreement of Acceptance for the Letting

**Name of Academy:**

**Name of Hirer:**

**IN CONSIDERATION** of the academy permitting the hirer to use the accommodation listed on the dates and times shown in the schedule below, the hirer shall observe the following conditions:-

- payment being made in full at least one week/month (*delete as applicable*) prior to the letting(s) taking place;
- the person in charge of your activity being shown the fire escape routes before the start of the letting together with the exchange of appropriate Health & Safety information;
- the Conditions of Use prevailing at the time of the letting.

Authorisation to use the premises will be issued when payment is received.

#### THE SCHEDULE

Area hired/ additional facilities and equipment	Dates and Times of Hire

Please return a copy of your current verification of insurance together with this form to the school office.

Signed by ..... Date: .....

*(The Future Generation Trust Board delegates the agreement of any letting to the Headteacher at the specific academy where the letting has been requested.)*

Signed by the hirer ..... Date: .....

**NOTE:** Please ensure the Conditions of Use and the terms specified above are fully understood. Failure to comply will invalidate the Hire Agreement.



### Hazard Exchange Information

<b>Details of Letting (e.g. Brownies)</b>	
<b>Contact name</b>	
<b>Contact telephone number</b>	

#### Section 1 - Premises Hazards

The premises manager must identify any hazards in the premises which may pose a risk to those letting the premises. Any control measures required to reduce risk must be followed by those letting the premises.

<b>Hazards identified and notified to those letting premises</b>	<b>Details/location and control measures to be taken.</b>

*Add more rows if required*

#### Section 2 – Letting Activity Hazards

Those letting the premises must identify the hazards created by the activity or equipment used which pose a risk to the regular users of the premises or those present during the letting. Those letting premises must identify the control measures they will have in place to reduce the risks.

<b>Hazards – Lettings</b>	<b>Details/location and control measures to be taken.</b>

*Add more rows if required*

The following site arrangements for the letting have been agreed by both parties. Any changes to the letting, such as activities, duration or equipment being brought onto the premises must be reviewed by both parties.

Site Arrangements	Details

Where necessary, both the Premises Manager and the person/group letting the building will be required to exchange written risk assessments.

*Sign and date*

<b>Premises Manager</b>			
<b>Representative for those letting the premises</b>			
<b>Creation date</b>			
<b>Review date(s)</b>			