



***Learning at the heart; igniting possibility!***

## Lettings Policy

Dosthill Primary Academy welcomes applications for use of the Academy for community use providing that this does not conflict with the education and safety of pupils.

This policy is designed for letting of the Academy building for members of the community excluding those “directed” by the Local Authority, use for elections or use by a Parish Council for which there are separate procedures in place.

### **CONDITIONS OF USE**

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Academy premises are provided essentially for educational purposes and must not be let in such a manner as to prejudice their use for this purpose.

#### **Applications**

All correspondence and applications for hire must be made directly to the Academy. All applications are subject to approval by the Governing Body of the Multi Academy Trust, but subject to any direction given to them by the Local Authority. For each activity where the Academy is used for community use a formal **Application for Hire of the Academy** form must be completed. Once Governing Body approval is gained, a formal **Agreement for Use of the Academy Premises** document will be issued signed by a member of the Trust Governing Body. This must also be signed and dated by the hirer and a copy retained in school.

#### **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. Such person 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.

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### **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 Governing Body.

### **Care of School Premises**

The hirer is responsible for everyone who is on the Academy premises for the activities they are organising and, generally, for everyone who comes on to the parts of the Academy 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.

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 hirer must comply with the Licensing Laws and provide evidence of such to the Governing Body.

### **Smoking**

No smoking is allowed on the academy premises under any circumstances.

On July 1st 2007, England introduced a new law to make virtually all enclosed public places and workplaces in England smoke free. A smoke free England ensures a healthier environment, so everyone can socialise, relax, travel, shop and work free from second hand smoke.

There are prominent signs in the academy proclaiming the following message: **"No smoking. It is against the law to smoke in these premises"**.

Hirers who fail to comply with the smoke free law will be committing a criminal offence resulting in the imposition of fixed penalty notices or fines.

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

The promoters of entertainment and functions to which the public are admitted on payment shall be responsible for completing to the satisfaction of the Governors all formalities in connection with the use of the premises for that purpose. Where the Chief Fire' Officer or Licensing Authority require additional facilities for the purpose of a letting (such as "Exit" sign and emergency lighting) which are not already installed, it shall be the responsibility of the Hirer to provide such facilities of an approved type and method of installation.

Payment for admission shall be deemed to include admission by tickets or programmes or by any other method by which the making of a payment entitles a person to admission.

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.

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;

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- 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.

### **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 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 he has availed himself 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.

### **Insurance**

Public liability insurance is not being provided by the Trust's RPA Third Party Hirer's Insurance Policy and Public Liability Insurance in the name of the individual / organisation hiring the school premises for a limit of indemnity of at least £5,000,000. (£10,000,000 in the case of contractors) must be provided by the hirer.

### **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.

### **CHARGES TO BE MADE**

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Governing Bodies may wish to consider whether or not certain types of community activities should be supported by seeking only to recover the cost of making the premises available. Letting charges for other types of use (business or commercial) may realise a surplus which can be used to the benefit of the school. The academy budget must not be used to subsidise community use of academies.

The charge for hiring the Academy is £13.50 per hour  
Plus £10.00 per opening and closing of the Academy.

Example for the Academy to be opened at 9am on a Saturday morning and closed at 12 O'clock the following charge would apply:

£60.50 for the letting.

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### **Managing community events on school sites – September 2016**

Staffordshire County Council Health, Safety and Wellbeing Service have recently carried out an accident investigation involving a member of the public who fell from a temporary stage. The accident took place during a community event arranged by the PTA on a school site and the injured person was hospitalised as a result of their accident.

The accident is also being investigated by the Health and Safety Executive (HSE) and the outcome of their investigation is not yet known.

The accident has raised a number of key points which are relevant to the management of community events on academy premises for Governors and Senior Leaders to note:

Community events may be run:

- By the academy themselves
- In partnership with another organisation such as the PTA, or,
- Independently by another organisation such as community groups, theatres, churches or separately by the PTA.

Key areas of note are as follows:

1. Governors and Academy Leaders are responsible for ensuring that community events on the academy site are being managed effectively.
2. **It is suggested a Lettings Agreement is in place for any community event taking place on school sites.**
3. Premises Managers are responsible for ensuring that community events are managed in the same way as any other letting.
4. Governors and Academy Leaders must ensure that event organisers have the appropriate legal/contractual and insurance requirements in place (such as appropriate health, safety and wellbeing arrangements, Public Liability Insurance and any required Trust premises/events licenses).

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5. The academy should ensure that they are involved in the planning stages of any community event which is taking place on their site (even if the academy is not in attendance at the actual event).
6. All lettings will present different risks to the premises, members of the public and volunteers and these must be considered during the planning stage.
7. It is suggested that a formal hazard exchange process takes place which includes the sharing of any health and safety arrangements and risk assessments relevant to the event. This hazard exchange information should be retained by premises manager and those organising the event, alongside any risk assessments which may be relevant. The event organisers should involve all those who will be assisting/supporting or taking part in the event in this process (e.g. stage performers).
8. Premises managers, school leaders and Governors all have a role in the planning implementing and monitoring stages of any event taking place on their academy grounds.
9. Where necessary, the academy should seek advice from their legal, insurance and health and safety service.

#### **Events run by PTA/PTFA organisations**

It is recommended that a PTA is a member of PTA UK who can refer to their guidance on the <http://www.pta.org.uk/> on managing events.

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#### **Policy Review:**

The Lettings Policy will be reviewed annually in line with the Governing Body Annual Planner by the Premises, Health and Safety Committee.

The updated policy is shared with staff and parents through the school website once approved by Governors. The Governing Body last approved the Policy in November 2017. The Policy will next be reviewed and presented to Governors in the Autumn Term 2018.

#### **Appendices:**

Application for Hire of Academy  
Agreement for use of Academy Premises

**APPLICATION FOR HIRE OF ACADEMY**

1. Name of Hirer
2. Address of Hirer
3. Daytime Telephone Number Evening Telephone Number
4. Details of requirements: Room and area to be hired (tick relevant columns)

Hall	Sports Hall/Gym	Library	Classroom/ Technology Room	Swimming Pool	Playing field	Additional facilities
<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.

Public liability insurance is not being provided by the Trust's RPA Third Party Hirer's Insurance Policy and I can confirm that I have arranged Public Liability Insurance in the name of the individual / organisation hiring the school premises for a limit of indemnity of at least £5,000,000. (£10,000,000 in the case of contractors).

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 FOR THE USE OF ACADEMY PREMISES**

**AN AGREEMENT** made \_\_\_\_\_ (date) \_\_\_\_\_ between  
\_\_\_\_\_  
(Name of Academy) and  
\_\_\_\_\_  
(Name of  
hirer/organisation)

**IN CONSIDERATION** of the school 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;

the Conditions of Use prevailing at the time of the letting.

A receipt and authorisation to use the premises will be issued when payment is received.

**THE SCHEDULE**

<b>Area hired/ additional facilities and equipment</b>	<b>Dates and Times of Hire</b>

Signed by \_\_\_\_\_ Date: \_\_\_\_\_

On behalf of the Central Team

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.