

Glemsford Primary Academy Lettings Policy

Date Approved	July 2017
Signed	(Chair of Governors)
Minuted	13/09/2017
Date of Next Review	July 2018

Introduction

Prior to the letting taking place, this document and the academy's Health and Safety Policy should be provided to the hirer who must sign to confirm that they have read and accepted these terms and conditions.

Definitions

Hirer	The person or organisation entering into the contract with the academy
User	Those people making use of the premises hired under a letting agreement between the Academy and the hirer
Steward	person or persons 'supervising' or organising the users

General Conditions

Lone working procedures need to be in place to cover the person unlocking/locking up and other support activities.

The hirer is responsible for the health and safety issues, not the academy. All statutory requirements must be observed and academy specific requirements complied with.

Lettings may occur during the hours of darkness. Adequate and sufficient lighting is provided inside and outside the premises to assist with safe access and egress, including around the car park. As the hirer is in control of such lighting, they will be shown where the switches are.

Details of vehicle and pedestrian entrances and exits, parking facilities, toilets etc. are made known to the users.

The academy will accept no responsibility for damage howsoever caused to vehicles and other property while the user is on the academy site. Parking is made available only on the basis that it is at the vehicle owner's risk. The hirer is asked to arrange for users to park in designated areas only.

The hirer must ensure that only that part of the building actually hired is used and must observe any instructions given by the site supervisor / member of academy staff concerning the area available.

Hirers are responsible for signing in and for monitoring persons on site, so that in the event of an emergency, all persons can be accounted for.

Hirers will be acquainted with the emergency and evacuation procedures (which are on display), including the location of the fire alarms, extinguishers and emergency exits and muster points during a premises familiarisation

session in advance of the actual hiring. Once completed the hirer takes responsibility for briefing other users associated with the hiring. They must also carry out their own fire drills. Fire appliances must not be removed or tampered with other than for fire fighting purposes. The hirer will ensure that the users' activity is not so loud or otherwise obtrusive as to render the fire alarms ineffective. The hirer is responsible for drawing up specific evacuation plans for any disabled people. Procedures are in place in the event of a fire alarm call point being set off accidentally. Fire exits must not be blocked or locked, nor should furniture, equipment, or other obstructions be placed in corridors during the hiring. Hirers may legitimately request to see the academy's fire risk assessment.

Rooms that are made available to hirers are checked periodically (not less than once per term) to ensure that they are in a suitable condition for the specific activity that any lettings will involve. Records of such inspections are kept. The academy is not responsible for the users' activities, but is assured that the activity and the hired room/equipment available are compatible.

Any precautions required to ensure the users' safety when using equipment are the responsibility of the hirer. Equipment will be provided by the hirer and not by the academy. All mains powered electrical equipment brought onto the premises must be safe and evidence may be required that it has a valid test and inspection certificate (the certificate should not be less than one-year-old for earthed equipment, or less than 4 years old for double insulated equipment). Lower voltage equipment must also be safe and in good condition.

The cost of any maintenance or repair work which is necessary because of the hirer's/user's activities will be borne by the hirer.

It is the responsibility of the hirer to provide first aid equipment and trained personnel.

Smoking is not allowed in any part of the academy premises.

The hirer shall not allow so many users into the premises as to exceed the seating and/or dancing capacity of the premises. Even if the stated capacity is not exceeded, the hirer will not use the space provided in such a way as to create conditions of over-crowding or to impede safe and effective escape from the premises in an emergency.

The hirer shall provide a sufficient number of stewards as may be necessary to ensure adequate and efficient supervision of the users during the letting.

The Headteacher reserves the right to have a member of academy staff present throughout the letting and to put a stop to any event that is not properly conducted.

The hirer is responsible for providing access to a mobile telephone for emergency purposes.

Hirers must have regard to the national standards of qualification, experience and overall competence of instructors/supervisors/coaches for sporting and other activities.

The hirer must ensure that risks associated with the activity are properly controlled throughout the hire period and that the premises are returned to the control of the academy in a clean and satisfactory condition including replacing any furniture that has been moved. Any specialist cleaning or disinfection required as a result of the hirer's/user's activity in the premises will be the sole responsibility of the hirer.

Insurance

It is the responsibility of the hirer to effect suitable public liability and other relevant insurance cover. As a general rule cover up to £5 million is required.

The user will be entirely responsible for the proper use of facilities and must take all reasonable precautions to ensure that there is no damage to the fabric of the building, furniture and fittings or any academy equipment.

The user shall indemnify the academy, when signing the application form, against any claim for bodily injury or loss or damage to property (real or personal) whether belonging to the academy or to any other person if the said loss,

damage or injury is either caused by the negligence of the user or by the negligence of any person using the premises hired with the permission of the hirer.

The effect of the above is that the user will be liable to indemnify the academy for any damages to property, buildings or injury to persons, which is caused when the premises are being used for the function for which they are let. However, this is only operative if the damage etc. is caused by the negligence of the user or any other person using the premises with his permission.

Organisations should also consider whether staff and helpers should be protected by personal accident insurance/employer's liability insurance etc. Parent Teacher Associations also need to ensure that adequate insurance arrangements have been effected.

In the event of an incident, fire or near miss

The academy will ensure that Incident Report forms are made available to the hirer who in turn, must ensure one is completed whenever necessary. The academy will follow up the report to ensure that it is completed correctly and that an investigation is undertaken. A review of the risk assessment for the activity will be required from the hirer.

License

The hirer is responsible for ensuring that any necessary licenses required for a particular event have been obtained (such as theatre, performing rights or cinematograph licenses).

Scale of charges – from September 2016

(To be amended by the Headteacher / Principal / Head of School in conjunction with the local Finance Committee)

Use of premises and facilities during term-time (Monday-Friday)

£10.00 per hour after 5 p.m., - £10 .00 per hour for use of premises that finishes before 5 p.m.

All charges are at the head teacher's discretion.

Use of premises and facilities during term-time weekends (Saturday and Sunday)

Weekend use is subject to availability of caretaking facilities and higher rates will apply to cover extra costs. There are two hire periods:

Up to 4 hours which will be charged at - Headteacher's Discretion

Over 4 hours and up to 8 hours which will be charged at - Headteacher's Discretion

Use of premises and facilities during academy holidays

The buildings are not normally available for hire during Academy holidays. Subject to availability, Lettings during the academy holidays are available for two hire periods:

Up to 4 hours which will be charged at - Headteacher's Discretion

Over 4 hours and up to 8 hours which will be charged at - Headteacher's Discretion.

CANCELLATIONS MUST BE GIVEN AT LEAST TWENTY-FOUR HOURS BEFORE THE PROPOSED USE, OTHERWISE THE USER WILL BE LIABLE FOR THE CHARGES.