Devonshire Primary Academy Letting Policy & Hire Agreement

THE SEA VIEW TRUST

Adopted by Governors/HT: HT
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Person responsible for policy: Business Lead

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Hiring of Devonshire Primary Academy Premises

Use of Academy Premises

The use of academy premises both during and outside school hours is under the control of the Governing body, subject to any directions that may be given (e.g. concerning the availability for community use) and other statutory requirements.

The Headteacher and Governors must be assured that the purpose for which the premises are hired will not result in controversy, disrepute, legal action or disorderly behaviour.

Responsibilities of the Governing Body

The Governors will ensure that the area and any furniture or equipment being hired is in a suitable condition for use by the Hirer.

The Hirer must ensure that the area and any furniture or equipment being hired is in a suitable condition for use.

The Governors will ensure, as far as is reasonably practicable, that there are no risks to health and safety.

If the accommodation is to be used at night, suitable fire exit and emergency lighting to escape routes will be in place to allow users to evacuate safely. A site plan of the school is attached (See Appendix D) and Hirers will be given a copy of the academy's Fire and Emergency Policy.

All areas that are hired will be accessible to people with special needs and disabilities.

The Governors are responsible for the security of academy premises when they are hired out to other users. Keys and alarm fobs will only be given to Hirers in exceptional circumstances and only when full instruction has been given with regards to security procedures. When keys and alarm fobs are given to Hirers, they must be signed for and the responsibility for the security of these items will be with the Hirer. If keys/alarm fobs are lost or misplaced, the academy must be notified immediately. There will be a charge of £100.00 for the replacement of lost keys and alarm fobs. The Hirer and key holder are responsible for ensuring that the premises are secured after use and the alarm is set.

If keys are not granted, the premises must be locked/unlocked by an employee engaged by the academy or by Security Services.

Conditions of Hire

For every hire (with the exception of repeat bookings) the Hirer must complete, sign and retain a copy of the Hire Agreement Form (appendix b).

By signing the Agreement Form the Hirer agrees to the terms set out in the General Conditions (see Appendix A).

All Hirers should make themselves aware of the fire and emergency procedures, fire fighting equipment and information displayed in the area of hire. Risk assessments must be completed prior to the letting by the Hirer to suit the needs of their hire circumstances. Copies of risk assessments must be provided to the Academy prior to the letting.

Smoking/vaping is not allowed in any area of the academy or on the academy site (this includes playgrounds and car parks). This is made clear in the conditions of hire.

The forms used for the hire of the academy premises are attached to this policy document.

Insurance

All Hirers should be covered by public liability insurance. A copy of the certificate must be provided to the academy prior to the letting (see Appendix B).

Charges

Governors retain the right to fix whatever charge they consider is appropriate for hire. This will include consideration of the additional heating, lighting and cleaning costs associated with an out-of-hours activity, as well as any overtime payments to academy staff or security services with regards to open and close charges.

The Governors reserve the right to subsidise certain users.

The Governors support the greater use of academy premises by the local community. In particular, they wish to support those activities which directly contribute to curriculum, sporting and cultural opportunities for pupils and lifelong learning. These aspirations relate both to the academy's strategic priorities of helping people to fulfil their potential, safeguarding our communities and raising our performance and the wish to use property assets more effectively.

Please note, for new lettings there is a non-refundable £25.00 administration fee. Once the letting has begun, your first invoice will be reduced by £25.00.

VAT

Charges for hiring of halls and classrooms are usually exempt from VAT. Sports facilities are subject to VAT, except when certain conditions are met for a series of ten or more hirings by a school, club or association.

The hire of catering facilities for use by the Hirer will similarly be exempt from VAT, but any catering provided by the academy to the Hirer will be standard rated.

Out of Hours Clubs and Activities

If these are organised and run by the academy, no licence, lease or hire agreement is required. A member of the academy staff must be involved in every session.

However, if such clubs and activities are organised and run by another body/individual, the Governors will enter into the normal hire arrangements as set out in the academy's policy.

Appendix (a)

GENERAL CONDITIONS OF LETTINGS

1) Application for use of academy premises must be made to the Headteacher on the attached form (see Appendix B). Arrangements for payment will be agreed before the use of premises commences. These payments are not returnable if the hire is approved by the academy and is not then used by the Hirer, although payment made may be credited towards subsequent lettings at the discretion of the academy.

2) The time of hiring must be strictly adhered to and access to the premises for preparatory work and clearing up at the end in connection with the hiring must be covered by the hiring period.

3) Alcohol may not be consumed on academy premises, but this restriction may be waived in special circumstances. Where agreement is given for the sale of alcohol, the Hirer must accept responsibility for compliance with the licensing laws. Before an application for a Temporary Event Licence is made, the Hirer must obtain approval from the academy.

4) If the premises are suitable and to be used for dance, concert or stage performance, the Hirer must obtain a necessary licence unless the establishment obtains or already has a licence.

5) The Hirer must ensure that adequate supervision is available at all times and see that no unauthorised persons are permitted to enter the premises. All security and fire precaution measures must be adhered to, including having an emergency plan in place. The Hirer is responsible for the behaviour and safety of all parties attending. This will include direct users of the premises and spectators. The cost of any loss or damage to academy property resulting from inadequate supervision will be the responsibility of the Hirer.

6) The use of the premises shall not be granted for any purposes that may appear questionable or undesirable or which interfere in any way with the operational activities of the establishment.

7) The laying of any composition or other preparation on floors is prohibited.

8) No screws or nails shall be driven into the premises or furniture and no placards shall be affixed to any part of the premises using any method. Those responsible for the hire of the premises shall prevent anyone sitting or standing on the window sills, or standing on chairs, tables or equipment.

9) The Hirer shall take good care of, and shall not cause damage or permit or suffer any damage to be done to the hired premises, or any part or parts thereof to any fittings, equipment or other property therein and shall make good and pay for any damage thereto (including accidental damage) caused by any act or neglect of himself, his servants, agents or any person resorting to the hired premises by reason of the use of the hired premises by him/her.

10) It shall be the responsibility of the Hirer to satisfy themselves that the premises, furniture, fixtures and fittings are fit for purpose before commencing any session. If the Hirer identifies any problems, they should inform the academy immediately.

11) The Hirer must complete their own risk assessments (including a Covid-19 risk assessment, when applicable) for their activities specific to the venue in use. A copy of these risk assessments must be made available to the academy prior to the letting.

12) If, during the hire of the kitchen, equipment or fittings are damaged by the Hirer, or the area is not cleaned properly, such that the ability of the academy's caterers to provide school meals to the contract service specification will be impaired and additional costs incurred, any additional costs will be passed on to the Hirer.
A £50.00 returnable deposit is payable for the hire of kitchen facilities.

13) The Hirer shall undertake not to infringe any copyright and shall undertake to indemnify the academy against all proceedings, actions, claims and demands which may be taken or made against the academy for any alleged infringement of any copyright.

14) Smoking/vaping on any part of the premises and surrounding grounds is prohibited.

15) Public Liability Insurance - The Hirer confirms that insurance cover in respect of both the Hirer's liability to the public and their liability to the academy under the terms of this hire has been arranged with a limit of indemnity of at least £5,000,000. A copy of the certificate of insurance must be provided to the academy before the hire takes place. **For long term rentals this must be updated annually.** All excesses are payable by the Hirer.

16) All Hirers working with children/vulnerable adults will be DBS checked and certificate details (name, date of issue, level of clearance, DBS number) will be given to the academy under safeguarding procedures prior to the letting. As new helpers are appointed, a copy of their DBS certificate details will also be passed to the academy for inclusion on their single central register.

17) All means of escape, security and fire precaution measures, instructions and notices must be adhered to during the hire. Fire exits must not be obstructed. The Hirer must know what actions to take should the fire alarm sound.

18) Hirers should have their own first aider and carry their own first aid kit at all times.

19) It will be the responsibility of the Hirer to ensure that the heating and lighting is turned off after use. Failure to ensure this will result in additional charges being made to the Hirer.

20) The Hirer must ensure that rubbish is bagged and removed from the site and the areas used are left in a tidy condition to enable use by follow on groups.

21) The academy reserves the right to cancel a booking if it is necessary to hold a school event that would clash with the booking, e.g. school performances, parent's/school meetings. Every effort will be made to give as much advance notice as possible.

22) The academy reserves the right to cancel a booking due to circumstances beyond its control e.g. electricity failure or weather conditions.

23) If for any reason the Hirer wishes to cancel a booking, then advance notice should be given. Without advance notice the school reserves the right to charge for the booking.

24) Invoices must be paid within 30 days of receipt.

25) If the Hirer's own equipment is used, then it needs to be up to date with PAT certificates (less than 1-year-old) and its use approved by the academy at the time of booking.

26) There must be at least one adult (member of staff) present at all times with groups of children (under 16).

27) Only trained persons may use the lighting and sound technical equipment after prior agreement from the academy. If technical assistance or equipment is required, this must be requested separately when booking the premises and is the responsibility of the Hirer. At least 1 months' notice is required.

28) The Hirer is responsible for having its own fire marshals, who are fully aware of the evacuation procedures and have practised evacuation drills.

29) The Hirer is responsible for the security of the site if the fire alarm is activated when they are on site and there are no members of academy staff on site. The Hirer should be aware that on activation, the automatic locking mechanisms on some doors is de-activated and therefore could provide unauthorised access. The Hirer must ensure their staff and volunteers are available to act as a door guard at the staff entrance door and the front main school doors, as appropriate to their letting, until the building is deemed secure. However, only remain as a door guard if it is safe to do so – please go directly to the MUGA when your area is clear, safe and secure. Fire exits must not be opened or propped open, unless in an emergency.

30) The Hirer will be responsible and make appropriate arrangements for uncollected children/vulnerable adults and ensure they obtain emergency contact details.

31) The Hirer will be responsible for the prevention of overcrowding and for maintaining clear gangways, passages and exits.

32) The Hirer must follow safer recruitment processes and ensure their staff and volunteers are registered with appropriate bodies. Evidence of safer recruitment processes must be provided to the academy prior to the letting commencing.

33) The Hirer must ensure their staff and volunteers are suitable to work with young children/vulnerable adults and have gone through the required vetting procedures.

34) The Hirer must ensure their staff and volunteers are suitably trained/qualified to carry out their duties and supervision and that ratios are adequate.

35) The Hirer is responsible for the behaviour of the parents and children attending the activity. If this is seen as causing a nuisance to the academy, or to neighbours of the academy, the contract may be terminated, without notice, and charges may still apply.

Appendix (b)

Devonshire Primary Academy - Hire Agreement (to be resigned annually)

Email: emily.jowett@devonshire.blackpool.sch.uk

1. Name of Organisation:
2. Name of Applicant:
3. Address:
4. Telephone Number:
5. Email address:
6. Name & address of person to be billed if not the same as numbers 2 & 3:
7. Date(s) letting required:
8. Uniformed Organisation YES / NO
9. Purpose for which accommodation is required:
10. The activity has a named first aider and has a first aid kit available YES / NO

    Name of first aider:

Accommodation required:

Type of accommodation:	**Tick**	**Cost per Hour**	**Time required:**	
			From	**To**
Assembly Hall		£25.00		
Conference Suite		£25.00		
MUGA/Playground		£10.00		
Meeting Room		£20.00		
Other **please specify*		£TBC		

11. Is the letting of a commercial nature? YES/NO

    If yes, please supply details:
12. Will the general public be admitted? YES / NO
13. Approximate number of people attending:
14. Is copyright music to be performed? YES / NO

15. Do you intend to use/bring into the premises any additional electrical equipment? *(Electrical equipment must be pat-tested less than a year ago).* YES / NO

    If yes, please give details:

By signing this agreement, the Hirer agrees to the following:

- I/we the Hirer have read and understand the Academy's General Conditions of Hire (appendix a) and will ensure observance by persons using the premises.
- I/we the Hirer have read, understand and agree with the terms and conditions set out in Devonshire Primary Academy's Letting Policy and Hire Agreement.
- I/we the Hirer confirm I/we have a fire evacuation plan in place and all staff and volunteers are aware of the evacuation procedure and have read and understand Devonshire Primary Academy's Fire and Emergency Policy.
- The Hirer is aware of the emergency exits
- I/we the Hirer confirm I/we have a first aid kit/first aider on site at all times and have procedures in place for dealing with an accident.
- I/we the Hirer confirm I/we have risk assessments in place based on our activities whilst on the academy's premises and that all those attending the premises are aware that they do so at their own risk.
- I/we the Hirer confirm I/we follow safer recruitment processes and confirm that where necessary, staff and volunteers are registered with the appropriate bodies.
- I/ we the Hirer confirm that our staff and volunteers are suitable to work with children and vulnerable adults and have gone through the required vetting procedures to confirm this in accordance with guidelines.
- I/we the Hirer confirm our staff and volunteers are appropriately trained/qualified to carry out their duties and supervision/ratios are adequate.
- I/we the Hirer agree to be responsible for making good any loss or damage to the premises or equipment resulting from this hiring and will ensure that the premises are left in good order.
- I/we the Hirer confirm that where necessary, leaders are registered with the Independent Safeguarding Authority and DBS checked, a copy of which has been provided to the Academy.
- I/we the Hirer understand that the time of hiring must be strictly adhered to and access to the premises for preparatory work and clearing up at the end in connection with the hiring must be covered by the hiring period.
- I/we the Hirer agree to ensure enhanced cleaning is carried out during the letting for all areas used by the Hirer. *(All cleaning equipment must be locked away when not in use. Staff and volunteers must ensure they follow instructions on cleaning products. The Hirer must ensure that enhanced cleaning is covered within their own risk assessment.)*
- I/we the Hirer agree to provide and wear our own PPE where required.

Please confirm your public insurance liability and provide a copy of the certificate.

a) I/We the Hirer have arranged public liability insurance cover for a minimum of £5m.
YES/NO

b) I/we the Hirer enclose a copy of the certificate of insurance.
YES/NO

c) I/We the Hirer have provided a risk assessment for the activity taking place on the academy premises.
YES/NO

d) I/We the Hirer have provided a copy of DBS details and safer recruitment practices.
YES/NO

Devonshire Primary Academy cannot process your booking unless the above have been ticked and copies of your public liability insurance certificate, risk assessments and DBS details are attached.

Hirer PRINT NAME:

Hirer SIGNATURE:

Designation: Date:

The Governors wish to charge the Hirer an amount of £_____ per session

OR

The Governors wish to charge the Hirer a one-off letting cost of £_____

OR

The Governors wish to make no charge to the Hirer YES / NO

Please sign and date above to say that you have read and agree with the terms set out in the Letting Policy and Hire Agreement and Fire and Emergency policy and return to Devonshire Primary Academy via post or email: emily.jowett@devonshire.blackpool.sch.uk / admin@devonshire.blackpool.sch.uk

Devonshire Primary Academy, Devonshire Road, Blackpool, FY3 8AF

Telephone: 01253 478271

Cheques are to be made payable to **Devonshire Primary Academy**

Appendix (c)

Confirmation of Letting

Business Lead on behalf of the Headteacher and Governing Board

Copy to be returned to the Hirer to confirm the letting.

Copy of Insurance Cert received by Devonshire Primary Academy Date

Copy of Risk Assessment received by Devonshire Primary Academy Date

Copy of DBS details received by Devonshire Primary Academy Date

I confirm the letting agreement on behalf of Devonshire Primary Academy Headteacher and Governing Board.

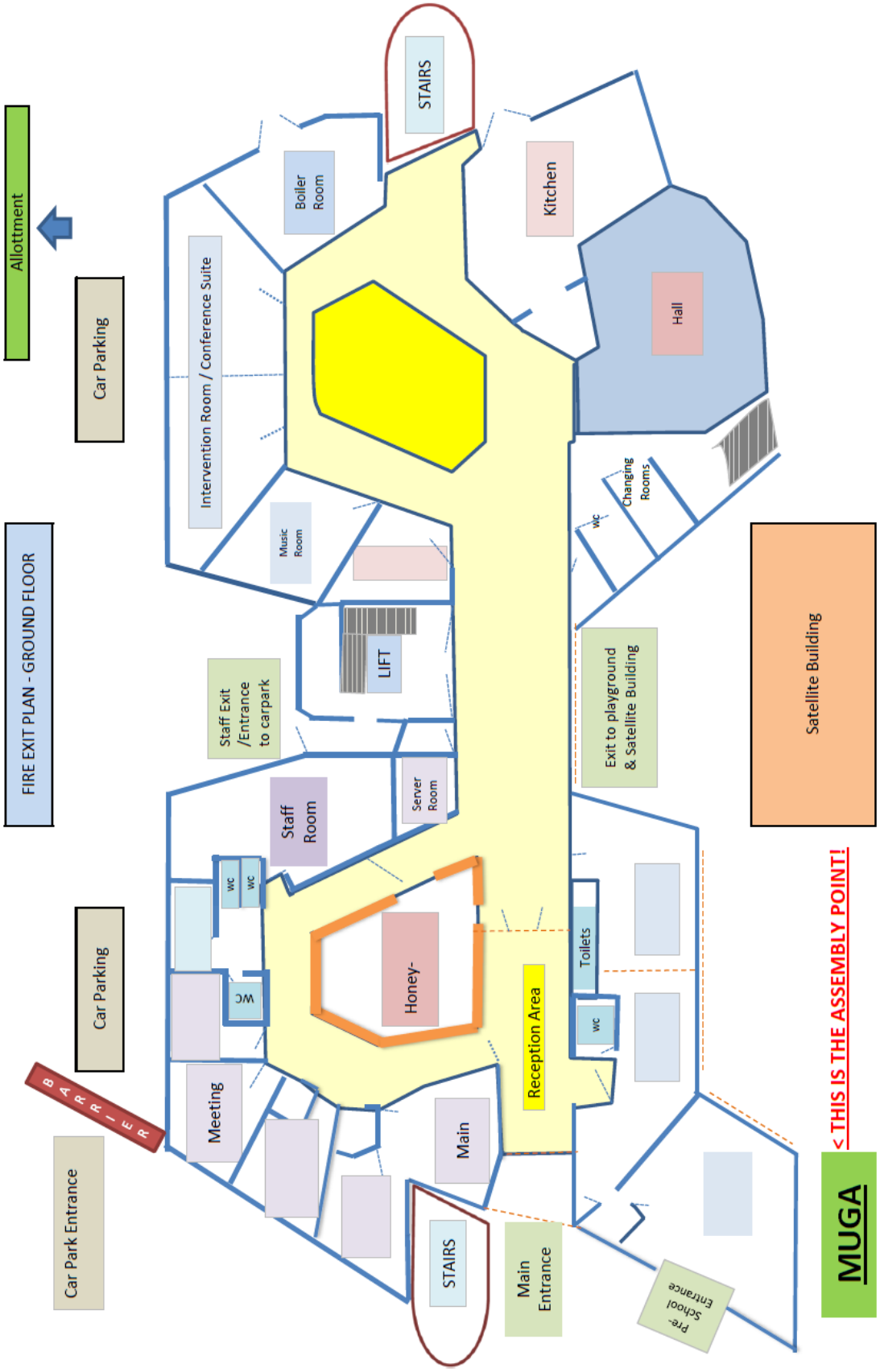
Signed:

Print Name:

Date:

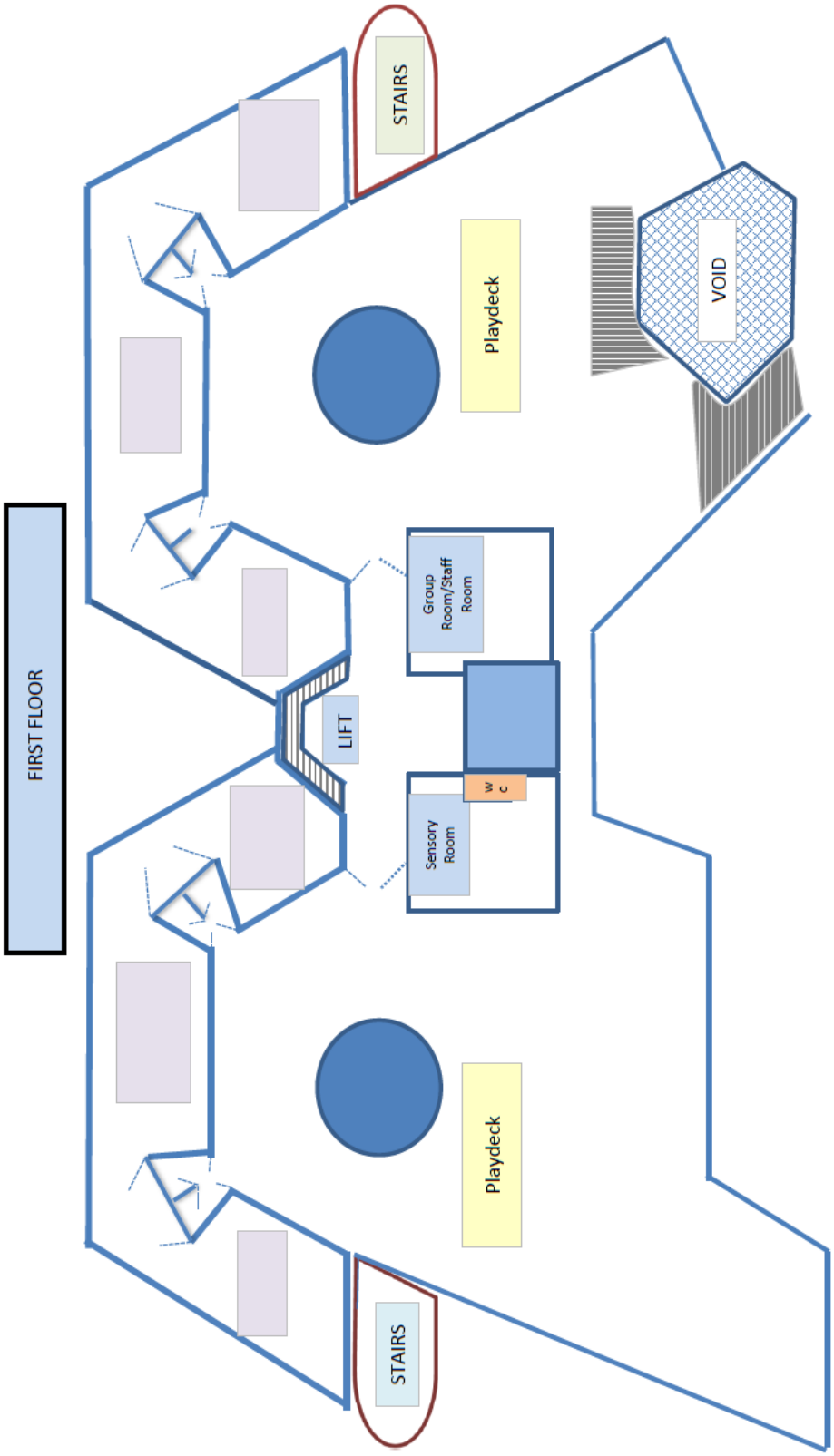
Appendix (d)

Site Plan for Main School – Ground Floor



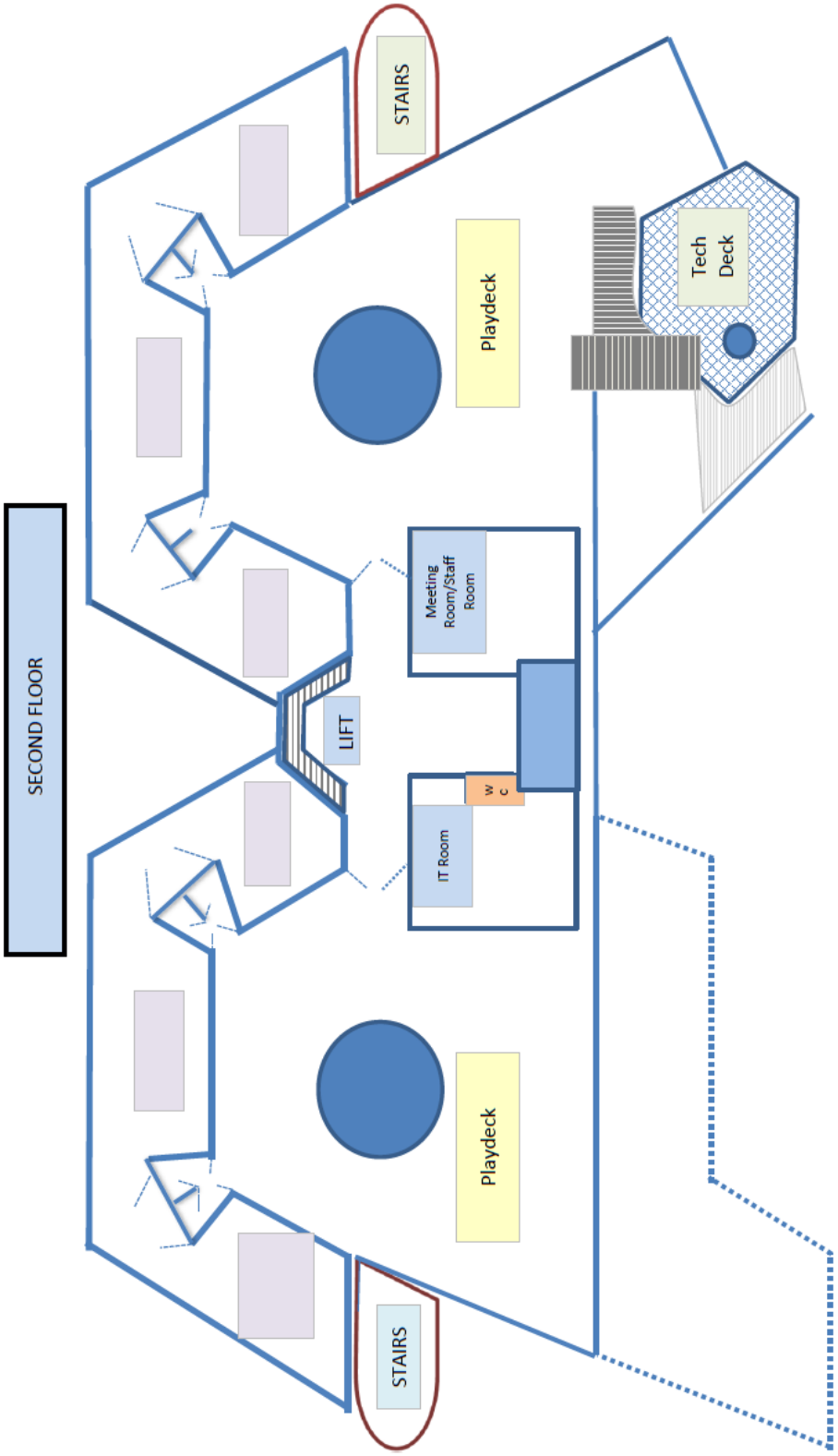
Appendix (d) continued

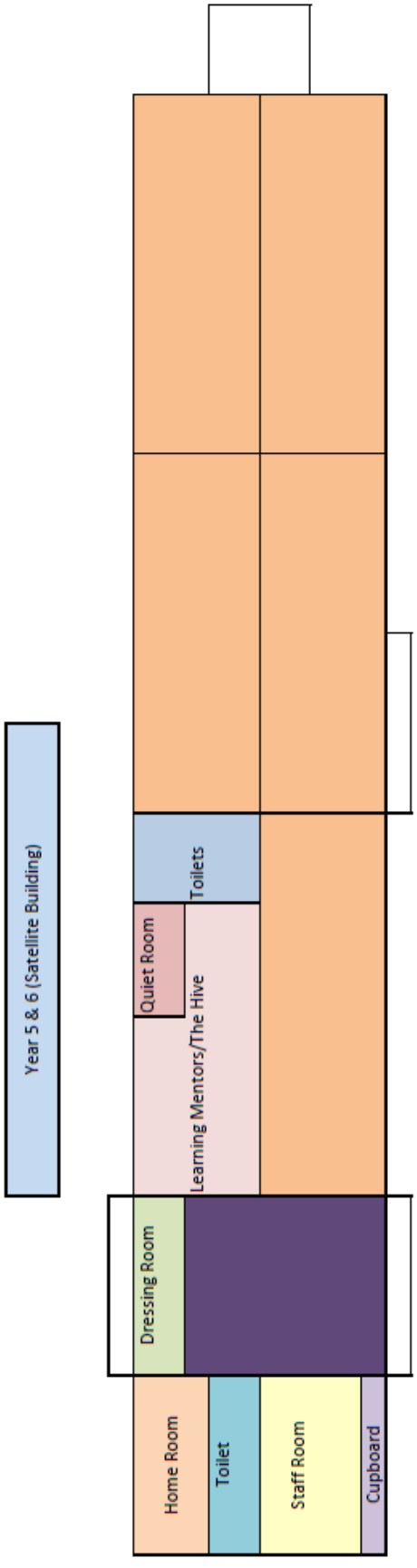
Site Plan for Main School – 1st Floor



Appendix (d) continued

Site Plan for Main School – 2nd Floor



Appendix (d) continued

Site Plan for Satellite Building (Y5/6 Building)