



# Devonshire Primary Academy Letting Policy and Hire Agreement



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Person responsible for policy: SD / NH

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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. An Emergency Procedure Plan and site plan of the school are attached (appendix c and d).

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

The Governors are responsible for the security of school premises when they are hired out to other users. Keys will not be given out to hirers. The premises must be locked/unlocked by an employee of the academy or a security officer engaged by the academy.

### **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 (appendix a)

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

All Hirers should make themselves aware of the emergency procedures, fire fighting equipment and information displayed in the area of hire

No smoking is allowed in all areas of the academy or on the academy site. This is made clear in the conditions of hire.

**Insurance**

All hirers should be covered by public liability insurance. A copy of the certificate must be provided prior to the letting (see appendix b for further information).

**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 caretakers/security guards with reference 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 academies 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.

**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 hiring's 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.

**After School 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. 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, payment made may be credited towards subsequent lettings.
- 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. 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. 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.

**General conditions continued**

- 10) It shall be the responsibility of the Hirer to satisfy himself/herself that the premises, furniture, fixtures and fittings are fit for his/her purpose. If there are any problems they should inform the academy.
- 11) The Hirer must complete risk assessments for their activities specific to the venue in use.
- 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.
- 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 on any part of the premises is prohibited.
- 15) 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. All excesses are payable by the Hirer.
- 16) All means of escape, security and fire precaution measures, instructions and notices must be adhered to during the hire.
- 17) Hirers should have their own first aider and carry their own first aid kit.
- 18) 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, parents/school meetings. Every effort will be made to give as much advance notice as possible.
- 19) The school reserves the right to cancel a booking due to circumstances beyond its control e.g. electricity failure or weather conditions.
- 20) 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.

**General conditions continued**

- 21) Invoices must be paid within 30 days of receipt.
- 22) 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.
- 23) There must be at least one adult (member of staff) present at all times with groups of children (under 16).
- 24) 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 hall and is the responsibility of the Hirer. At least 1 month's notice is required.
- 25) Fire exits must not be opened or propped open unless in an emergency.
- 26) The Hirer will be responsible and make appropriate arrangements for uncollected children and ensure they obtain emergency contact details
- 27) The Hirer will be responsible for the prevention of overcrowding and for maintaining clear gangways, passages and exits

**Appendix (B)**

**Devonshire Primary Academy - Hire Agreement**



Devonshire Road, Blackpool, FY3 8AF  
 Tel: 01253 478271 Fax: 01253 392596  
 Email: [admin@devonshire.blackpool.sch.uk](mailto:admin@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 number 3: .....  
 .....
- Date (s) required: .....
- Purpose for which accommodation is required: .....  
 .....

**Accommodation required:**

Type of Accommodation	Tick if required	Time required	
		From	To
Assembly Hall			
Community Room			
MUGA			
Meeting room			
Other			

7. Is the letting of a commercial nature, if yes please supply details:.....  
.....

8. Will the general public be admitted: YES / NO (please circle)

9. Approximate number of people attending: .....

10. Is copyright music to be performed: YES / NO (please circle)

11. Do you intend to use/bring into the premises any additional electrical equipment  
YES / NO (please circle)

If yes please give details.....  
.....

**(by signing this agreement the Hirer agrees to the following)**

- I/we the Hirer have read the Academy’s General Conditions of Hire (appendix a) and will ensure observance by persons using the premises
- I/we the Hirer have read, understood and agree with the terms and conditions set out in Devonshire Primary Academy’s Letting Policy
- I confirm I/we the Hirer have a fire evacuation plan in place
- I confirm I/we the Hirer have procedures in place for dealing with an accident
- I confirm I/we the Hirer 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 confirm I/we the hirer follow safer recruitment processes and confirm that where necessary, leaders/workers/volunteers are registered with the appropriate bodies
- I confirm I/we the hirer and our staff/volunteers are suitable to work with children and young people and have gone through the required vetting procedures to confirm this in accordance with guidelines
- I confirm I/we the hirer and our staff/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
- 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

Devonshire Primary Academy – Letting Policy & Hire Agreement

a) I/We the Hirers have arranged public liability insurance cover for a minimum of £5m.  and I enclose a copy of the certificate of insurance.

**We cannot process your booking unless the above has been ticked.**

Signature of hirer \_\_\_\_\_

Designation \_\_\_\_\_ Date \_\_\_\_\_

The Governors wish to charge the user an amount of £ \_\_\_\_\_ per session

Or

The Governors wish to charge 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 general conditions of use, letting policy and hire agreement and return to Devonshire Primary Academy via post or email: [admin@devonshire.blackpool.sch.uk](mailto:admin@devonshire.blackpool.sch.uk)

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

Telephone: 01253 478271 / 478279

Please make cheques payable to **Devonshire Primary Academy**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Business Manager on behalf of the Headteacher and Governors

Copy of indemnity cert received by Devonshire Primary Academy  Date \_\_\_\_\_