

BLACKFRIARS ACADEMY

LETTINGS POLICY

Developed:

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2017



LETTINGS POLICY

CONDITIONS OF USE

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

- 1.1 The Governors shall determine in advance the duration of a letting.
- 1.2 Apparatus, furniture or equipment belonging to the establishment shall only be used for their proper purposes. The hirer must do everything reasonable to avoid loss, damage or breakage to the school's property whilst the schools premises are under the hirer's control. Any loss, damage or breakage must be reported as soon as practicable to the Principal. The governing body will be entitled to charge the hirer for any such loss, damage or breakage on terms to be provided by the Academy. Hirers are reminded that equipment should only be used with the prior consent of the Principal.
- 1.3 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 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.
- 1.4 No entertainment or function to which the public are admitted shall be allowed unless the premises are licensed for the purpose under the by-laws of the Local Authority in whose area the premises are situated and all necessary regulations against fire are complied with.
- 1.5 The hiring body shall be responsible during the function or entertainment for which the premises are hired for ensuring:
 - a] all safety requirements and recommendations of any licensing authority are complied with
 - b] Any limitations on the number of persons admitted imposed by any licensing authority or the Governors are complied with
 - c] 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

- 1.6 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 school 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 school 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 school at one month before the letting.

Permission shall not be granted for the use of an education establishment for the production of plays or music unless the promoters have given proof either that all royalties or fees for performing rights have been paid or that the publishers have been notified as the case may be.

- 1.7 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.
- 1.8 Intoxicating liquor shall not normally be brought into nor consumed at educational establishments without the prior consent of the Governors. Where such consent is given it is on the understanding that the hirer complies with the licensing laws.
- 1.9 There shall be no smoking on the school premises on the grounds of the fire security and the potential for damage to the floors and furniture.
- 1.10 The hirer shall be responsible for reimbursing the full cost of any damage occasioned by users to premises, furniture, apparatus and equipment and

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. The Academy has a special insurance policy that will provide cover for the hirer in certain cases. Full details of the policy, including conditions and exclusions, can be found in the Third Party Hirers' Policy – Summary of Cover document [appendix 1]. When the hirer is a political organisation, a professional entertainment promoter, or uses the premises on a commercial/business basis or is unable to satisfy the requirements of the Third Party Hirer's Policy then they will be required to obtain separate third party insurance cover on terms to be approved by the school.

Subject to the exclusions referred to in the Third Party Hirers' Policy, this policy also covers the hire of swimming pools provided that the Hirer complies with the following conditions:

- a] at least one qualified life-saver is present on the poolside whilst swimmers are in the water
- b] A reasonable number of lookouts, in addition to the life-saver, are present on the poolside whilst swimmers are in the water
- c] Proper supervision of users of the pool is exercised
- d] No outdoor footwear to be worn by persons on the poolside
- e] No food and drink to be taken in to the pool area
- f] No swimmers should enter the pool if they have had diarrhoea within a 48 hour period.

- 1.11 A copy of Fire Regulations and Evacuation Procedures used by the School is enclosed [appendix 2]. In signing this agreement the hirer is confirming that these have been read and understood and that those aspects appropriate to the hirer will be followed.
- 1.12 Any emergencies arising from the activities of the group will be the responsibility of the hirer. Emergencies arising from structural or power failures will be the responsibility of the school. Emergency contacts and telephone numbers will be provided by the school. A telephone for emergency calls is situated in the office of each building. It is the responsibility of the group hiring the facility to ensure that they know where it is situated. The School must be informed immediately of any damage which occurs during a letting.

- 1.13 The parking of vehicles on the school'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 property [+ their own] or injury to any person whether connected with the establishment or not, caused by such vehicles or their presence on the school's premises.
- 1.14 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 the terms of the hire agreement.
- 1.15 No notices or placards shall be affixed to, lean upon or be suspended from any part of the premises without the prior consent of the Governors.
- 1.16 No bolt 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 sue 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 facility.
- 1.17 It will be the Academy's responsibility to ensure that the facility is open and accessible ten minutes before the booked time of the activity. The Academy will ensure the locking and the security of the building after the activity.
- 1.18 In the rare and occasional event of the facility being unavailable for use it will be the responsibility of the Academy to inform the hirer. No charges will be levied in this instance.
- 1.19 Cancellation by a hiring group will incur full hire costs if less than two weeks' notice is given, in writing, to the school.
- 1.20 The facility will be available for 48 weeks of the year apart from major bank holidays. No charge will be made on such occasions.
- 1.21 Hirers will be informed of dates when payment is due. Cheques should be made payable to Shaw Education Trust. Charges will be inclusive of service charges.
- 1.22 A review of letting charges will be made every September and any increase due to inflation will be notified in writing.
- 1.23 For those using the sports hall full access will be available to changing and shower facilities.
- 1.24 It is the responsibility of the hirer to ensure that all users of the facility comply with all the conditions.

- 1.25 The hiring body shall comply with such additional conditions as Shaw Education Trust, Principal or the Governors may require in writing, to be observed for a particular letting.
- 1.26 No use of the premises will be allowed until the letting agreement has been signed [appendix 3].
- 1.27 To comply with the Safeguarding of Children Policy any lettings to organisations which provide services for those under 18 or vulnerable adults must have a Safeguarding Policy – a copy of which must be lodged with us as the provider of the facility.

Third Party Hirers' Insurance Policy – Summary of Cover document

Appendix 1

The policy will indemnify the insured (the Hirer) against all sums, which the insured shall become legally liable to pay as compensation arising out of:

- (a) Accidental bodily injury or illness (fatal or otherwise) to any person and/or
- (b) Accidental loss of or accidental damage caused to third party property.

Details of the policy cover are set out below:

1. Persons/Organisations Insured

Individuals and organisations which would not normally be expected to have their own Public Liability Insurance hiring premises owned by Shaw Education Trust.

2. Occupations & Activities

The activities of the insured (see above) at the premises owned by Shaw Education Trust.

3. The intention of this policy is to protect the hirer where a claim of negligence is made against them by a third party.

4. The Insurer will indemnify the Hirer in respect of all sums which the Hirer may become legally liable to pay as damages and claimants' costs and expenses for:-

- (a) accidental injury to any person (other than an employee of the Hirer if such injury arises out of and in the course of employment by the Hirer)
- (b) accidental damage to the premises or the contents of the premises subject to the liability of the insurer not exceeding £100,000 in any one claim in respect of legal liability which attaches to the Hirer solely by reason of the agreement that would have not attached in the absence of such agreement.
- (c) accidental damage to other property not belonging to nor in the custody or control of the Hirer or of any person in the Hirer's service.

occurring during the period of insurance arising out of the activities of the Hirer at the premises,

5. The policy will not apply in respect of the use of the premises for the following:

- (a) meetings organised by political parties
- (b) professional entertainment promotion
- (c) commercial or business use
- (d) hire of play grounds and playing fields unless as part of a hiring for the school buildings. Where only the playground or playing fields are hired separate Public Liability Insurance must be in place to protect any legal liability attaching to the hirer.

6. The limit of indemnity under the policy is currently £5,000,000
7. The policy only applies whilst the individual/organisation is using Shaw Education Trust premises.
8. If any other insurance covers the same loss, damage or liability this insurance will not pay any amount covered by such insurance.
9. Hiring of Swimming Pools
 - (a) The Shaw Education Trust Insurers would insist on all Hirers fully adhering to the requirements laid down by local Education Authority with regard to the use of swimming pools.
 - (b) The Academy's policy would provide cover in respect of any legal liability attaching to the Hirer, this would extend to acts of negligence on the part of a life-saver, but only where the life-saver was a MEMBER of the Hiring Group and did not receive a fee.
 - (c) Where a life-saver is EMPLOYED by the Hiring Group to satisfy the requirements of the Shaw Education Trust, then the Hirer MUST ensure that the life-saver holds adequate public Liability insurance cover as NO COVER would be provided under the contingency policy effected by the Shaw Education Trust.
 - (d) Where a swimming pool is being hired to an organisation who, in turn, charges a fee i.e. for swimming instruction, then the Shaw Education Trust would normally expect the Hirer to have their own Public Liability insurance arrangements in place with the Shaw Education Trust's policy only applying on a contingency basis.

In the light of above, Academy's should:

- (a) Ensure that any Hirer fully understands the cover provided under the Shaw Education Trust's contingency policy.
- (b) Where a lifesaver is EMPLOYED by the Hiring Group, seek confirmation from the Hirer that the lifesaver has the appropriate personal liability insurance in place to cover any legal liability attaching to them as a result of their life-saving activities.
- (c) Seek confirmation from any Hirer using the swimming pool who in turn charges a fee i.e. for swimming instruction, that they have the appropriate liability insurance in force to cover their legal liability.

Fire Regulations and Evacuation Procedures [appendix 2]

Fire drills take place once a term and a record is kept in the Health and Safety file. Details of procedures and the nearest fire exit are on display in all rooms. The alarm system is tested weekly from a different point and a record is kept by the Site Technician. The fire risk assessment is reviewed annually by the Premises Committee. Staff have a responsibility to ensure fire exits and escape routes are not blocked. Access is monitored by the Premises Committee. Maintenance of fire extinguishers takes place annually.

Shaw Education Trust [Appendix 3]

APPLICATION FOR LETTING AND AGREEMENT FORM

Site:-

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

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 being provided by the Shaw Education Trust's Third Party Hirer's Insurance Policy I can confirm that I have read the Summary of Cover and fully understand the insurance being provided including the policy conditions and exclusions which apply.**

***Public liability insurance is not being provided by the Shaw Education Trust's 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 £2,000,000.**

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.

Lettings Charges from 1st September 2015

<u>Room</u>	<u>Cost per hour</u>
Sports Hall	£25.00
Meeting Room	£10.00
School Hall	£15.00
Classroom [available 4pm – 6.30pm]	£10.00
Swimming Pool	£25.00

All prices shown are exclusive of VAT, which will be charged at the rate of 20% on the use of facilities where exemptions are not appropriate.