



# Limehurst Academy Policy Document

## Lettings

Date approved by Governors: June 2019

Review date: June 2020

Headteacher's signature:

Chair of Governors' signature:

# Limehurst Academy Lettings Policy

The purpose of this policy is to ensure that any group or person hiring the school does so in a manner that is safe and acceptable

The governors of Limehurst Academy recognise the value of making the school available for hiring where possible, so therefore the aim of this policy is to support extra-curricular provision for young people and community activities of an educational, recreational or cultural nature, provided that any hiring is not detrimental to the school or its pupils.

## Purposes

To share with the community the school's accommodation and resources for the mutual benefit of all parties.

To use income generated for the enhancement and improvement of key facilities.

## Guidelines

- To vet all enquiries for purpose and refuse permission as necessary.
- To apprise the Governors of lettings programme through the Financial and General Purposes sub-committee.
- To ensure that the goodwill of the immediate community, all hirings will be at the discretion of the governing body or its representatives who may refuse a hiring if they consider it is in the interests of the school to do so
- To ensure all lettings are managed in accordance with regulations printed on reverse of each letting form and within guidelines.
- To set a table of hire fees that avoids any subsidy from any school budget, unless agreed as part of extended services provision
- To define and pay site manager/premises officer costs in line with Academy recommendations.
- To review hire charges at least once a year.
- To provide for all school-related events on the basis of direct costs only.

## Procedures

A member of staff will have delegated authority from the Headteacher:

- To approve lettings of a general or historical nature.
- To ensure that users know the rules laid down by the school outlined in the document "Limehurst Academy Conditions and Indemnities for letting of the School Premises".
- To ensure that users recognise and adhere to all relevant Health & Safety procedures, which are detailed on the "Health and Safety Information – Confirmation Form. Copies of the Health & Safety Policy are available at the office and an outline of the key points is provided in the document "Limehurst Academy Conditions and Indemnities for letting of the School Premises".
- To inform and advise staff of the school regarding forthcoming events and the use of areas, rooms and equipment as appropriate.
- To promote the availability of school facilities on the basis of the pricing strategy agreed by Governors and within the agreed budget, which includes the following discounts:

5% for lettees/hirers who have used our premises for two years or more

10% for staff and ex-staff

5% for subsequent lettings that run concurrently

**We reserve the right to cancel lettings at our discretion.**

The policy should be read in conjunction with the school's Health and Safety Policy and other relevant policies. Copies of the documents are available at the office.

The Lettings Policy was adopted by the Governing Body in May 2012 and will be reviewed every two years or sooner if necessary.

If you have any queries concerning the implementation of this policy or suggestions for its improvement, please contact us.

# LIMEHURST ACADEMY

## APPLICATION TO HIRE PREMISES

Name of Applicant: .....

Address :.....

.....

Telephone: .....(Day).....(Evening)

If applying on behalf of an organisation state:

Name of organisation: .....

Position of hirer: .....

Object/Aims of Organisation: .....

Purpose for which premises is required: .....

I wish to apply to hire the premises as detailed in the Schedule below for the purpose shown above and in consideration of the hiring being granted I undertake on behalf of both myself and of the organisation I represent to observe the conditions of hire and indemnify the Governors of Limehurst Academy as set out in the Indemnity and Conditions of Hire for School Premises annexed hereto a copy of which has been supplied to me.

Signed: ..... Date: .....

Schedule of Accommodation required									For School Use	
Date (s)	Sports Hall	Dining Hall / Performing Arts Studio	Anticipated number attending hiring	Classrooms	Playground	Playing pitch	Time of Letting From      To		Hours	Amount Payable
Total									_____	_____



# THE GOVERNORS OF LIMEHURST ACADEMY

## INDEMNITY AND CONDITIONS OF HIRE FOR SCHOOL PREMISES

1. To indemnify the Governors against the consequences of any unauthorised performance of a copyright work during the period of hire of the School premises and to complete the returns required by the Performing Rights Society Phonographic Performance Limited. The Copyright Licensing Agency Limited and all other similar bodies.
2. To pay a non-refundable deposit of 10% of the hiring fee on making the booking. On receipt of the deposit, confirmation of the booking will be sent by the Governors. (delete if not required)
3. To pay the hiring fee or any balance not less than 28 days before the hiring is to take place. Cheques should be made payable to Limehurst Academy. If payment is not made by the due date or if any of the conditions in Clause 5 b) below is not complied with then the Governors reserve the right to cancel the hiring.
4. During the period of hiring, the Hirer shall be held responsible for all damages, losses, claims and costs arising out of the use of the premises and shall indemnify the Governors from and against any expense liability, loss, claim or proceedings including claims for personal injury to or the death of any person whatsoever, whether arising under any Statute or Common Law or of the course of or caused as a result of the hiring, except where due to the negligence of the Governors or the respective servants or agents.
5. To comply in full with the Special Conditions in Clause 9 below (if any) and with the following conditions:
  - a) No preparation to be applied to the floors;
  - b) Intoxicants shall not be brought onto the premises without the prior written approval of the Governors which may be given subject to the following conditions:
    - i) Consumption of alcohol without sale will be permitted subject to the Governors being satisfied that excessive quantities of alcohol will not be made available and that an excessive number of persons will not be attending the function for the purpose of consuming alcohol
    - ii) If the sale of alcohol is proposed this will only be permitted under the authority of an Occasional Permission granted by the appropriate Magistrates Court for the area
    - iii) The Hirer will be required to produce the Occasional Licence or an Occasional Permission to the Governors not less than 14 days before the hiring
  - c) The Hirer will comply with the terms of the Public Entertainment Licence conditions applicable to the premises or hiring/function where there is to be any dancing, music or entertainment of a like kind
  - d) There must be no interference with school equipment
  - e) **Fires and stoves must be left with the minimum of fire burning and no interference with any central heating system is allowed-** leave on?
  - f) The premises shall be vacated at the end of the hiring time specified overleaf or at such later time as may be permitted by the Governors
6. The premises shall not be hired to the following organisations:
  - a) The National Front
  - b) The New National Front
  - c) The British Constitutional Movement
  - d) The British Movement
  - e) The League of Saint George
  - f) Column 88
  - g) The British Democratic Party
  - h) The British National Party
  - i) Any other organisation which has racist aims

Political banners or the banners of political parties which may cause community disquiet or encourage extreme activities shall be prohibited. These will include badges or pins publishing a political or social message not consistent with the ethos of Limehurst Academy.

7. The Governors may cancel any hirings in their opinion if the organisation by or on behalf of which the premises are hirer has racist policies regardless of the stated reason for hiring of the premises. In such event the Governors shall incur any liability to the Hirer whatsoever other than to return any hiring fee paid to the Hirer in respect of such cancelled hiring
8. If the Hirer cancels the hiring of the premises for any of the dates shown overleaf, then the Governors will be entitled to refund the whole of the hiring fee paid in respect of the cancelled hiring provided always that if notice of the cancellation of a hiring is received by the Governors at least 14 days before the hiring was to take place then the Governors may at their absolute discretion repay to the Hirer an amount not exceeding 90% of the hiring fee.
9. Special Conditions applicable to the hiring: complete as necessary.
10. The hirer must provide First Aid cover-e.g. First Aid kit and have a trained First Aider on-site during the letting. Proof of the qualification of the First Aider must be provided before the booking can take place.

## Hirings of Limehurst Academy Premises Health & Safety Information – Confirmation Form

Please complete the form below and return it with your hire forms and amended risk assessments.

Name or organisation: \_\_\_\_\_

Name of Person in Charge: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email Address: \_\_\_\_\_

No	Issues/Items	Tick to indicate you have received information and/or instruction about these issues/items
1	Facilities Risk Assessments(s)-hirer MUST note possible risks	
2	Fire Alarm Points	
3	Fire evacuation procedures	
4	Evacuation routes	
5	Assembly Point	
6	Location of a telephone if one is available in/near the area being hired	
7	Site Manager's contact telephone number	
8	First Aid Kit not provided by the school. Hirers MUST provide own First Aid kit and ensure that a qualified First Aider is present during the letting period. Proof of qualification of the First Aider must be provided. Details of any incidents that occur during the letting must be recorded and passed on to the school.	
9	Toilet access	
10	Drinking water access	
11	Entrance and Exit access	
12	Information about ALL the requirements of the Fire Evacuation Plan must be passed on to participants AND spectators	
13	Information about reporting damaged or faulty building infrastructure and/or equipment	
14	Information about reporting accidents	
15	Inform all members of the group that this is a NO SMOKING SITE	

I have been made fully aware of my health and safety responsibilities for the hire of facilities at Limehurst Academy

Signature of person in charge: \_\_\_\_\_

Date: \_\_\_\_\_

Name (Please print) \_\_\_\_\_

***(Please see overleaf)***

# Hirings of Limehurst Academy Premises

## Health & Safety Information

**Thank you** very much for hiring our facilities. To ensure your time spent on our premises is a happy and safe one, we would like to draw your attention to the following health and safety issues that become your responsibility during the hire period:

1. We will expect you to tour the premises prior to our final agreement to hire the facilities and to undertake your own risk assessment.

During this visit we will familiarise you with the following:

- Fire alarm points. (Use these to sound the alarm if necessary – this will automatically start a continuous fire alarm in the school – **you should also make a 999 phone call to the emergency services**).
- Fire evacuation procedures, routes and assembly point.
- Location of a telephone if there is one in the area being hired (otherwise you will need to contact the emergency services from your own mobile phone).
- The Site Manager's / Premises Officer's contact telephone number.
- Toilet access.
- Drinking water access.
- Entrance and Exit access and security systems.
- The whole of the school is NO SMOKING

2. In accordance with the premises Fire Evacuation Plan, you will be required to:

- Keep a register of people in the building and people who leave early.
- Familiarise all participants with fire alarm points, fire evacuation routes and fire assembly point.
- Ensure you have made specific arrangements to evacuate wheelchair bound participants from the building or to the fire refuge point.
- You are also advised to carry out a practice evacuation of the premises to highlight any causes for concern.

3. Whilst we will endeavour to maintain the building and equipment to very high standards, if you have cause for concern about the state of the building or equipment, please ensure you report it immediately to our Site Manager/ Premises Officer so that the issue(s) can be rectified as soon as possible. Should you or any of your participants be involved in an accident on the site, you must inform the Site Manager/Premises Officer who may require you and/or your participants to complete an accident form.



# LIMEHURST ACADEMY

Achievement in a Caring Environment 

Bridge Street, Loughborough, Leicestershire, LE11 1NH

## Hiring of Limehurst Academy Premises Conditions and Indemnities -

The following conditions must be agreed by all hirers of Limehurst premises.

*Please note that the school is a no-smoking site, and no alcohol is to be brought onto or consumed on the site by hirers of the premises.*

### FIRE SAFETY

The hirer must:

- Ensure that he/she knows of the location of call-points and fire-fighting equipment in the areas hired
- Ensure that all members of the group using the facilities know the exit routes in case of fire or other emergency
- Ensure that all members of the group know the agreed assembly point in case of fire or other emergency
- Immediately phone the fire brigade in the event of fire.

### OTHER POINTS

- The hirer is responsible for reporting to the school possible hazards in the area(s) hired as soon as possible
- If using the school field, the hirer is responsible for ensuring the area is fit for purpose and should make a visual check every letting and inform the school of any problems
- If the hirer perceives that there is any risk to safety, the area being hired should not be used.
- Risk assessment for the activity for which the hiring has taken place is the responsibility of the hirer
- The hirer must only use the premises for the purpose(s) stated in the Application to Hire Premises form
- The hiring is personal to the hirer and/or the organisation that they represent and they agree that they will not sublet any hiring without the agreement of the Governors
- All hirers must arrange appropriate insurance cover for the purpose of their hiring, in respect of both their public and other liabilities and for any damage they or other persons for whom they are responsible may cause to the premises or school equipment. The hirer will need to produce evidence of Public Liability Insurance, which is currently required to be to the value of £5,000,000.
- No food or drink is to be consumed in the Sports Hall. Agreement must be obtained in advance for consumption of food or drink in other areas of the school.
- All hirers MUST provide own First Aid kit and ensure that a qualified First Aider is present during the letting period. Proof of qualification of the First Aider must be provided.
- The hirer must contact the Site Manager/Premises Officer in event of an emergency to report the incident and written details of any incident must be provided to the school.
- The hirer must agree to all other conditions as specified on the Application to Hire Premises form.
- The hirer must not do or allow anyone attending their hiring to do anything on the premises which may cause nuisance to the Governors, the School or other hirers or to the occupiers of adjoining or neighbouring premises. The hirer is responsible for requiring any person causing such nuisance to leave the premises. It is the hirer's responsibility to ensure that the minimum of noise is made on arrival and departure.
- The timings specified on the application to hire premises form are the times of entry to and exit from **the school site** (not the room/area used). Exit must be by 10 p.m. due to the proximity to residential areas.
- The hirer must acknowledge that they do not have exclusive rights to occupy the School premises and that there may be other hirings taking place.
- The hirer shall ensure that any electrical appliances brought onto the premises and used there, shall be in safe working order, be used in a safe manner and have been tested in accordance with current safety testing requirements, if they are more than 12 months old.

***(Please see overleaf)***

- The hirer shall ensure that no animals (including birds), except guide dogs are brought onto the premises other than with the written agreement of the Governors.
- The hirer must acknowledge that all vehicles parked on the School premises are parked at the owners' risk and no liability is accepted for damage to such vehicles or their contents
- The hirer must ensure that all their staff have been fully trained in the use of equipment to be used during the letting and is responsible to ensure that at least one member has an up to date first aid certificate is responsible for their own first-aid provision
- The hirer must pay hiring fees within 30 days of receipt of invoice or financial penalties may be levied.
- The hirer shall ensure that where a hiring involves activities aimed predominantly at children, and/or the activity is positively supported by the school for the attendance of children, that they have appropriate child protection policies and procedures in place and that they themselves, and those persons likely to have contact with children have been subject to an enhanced Disclosure and Barring check. The Governors reserve the right to require the Hirer to produce evidence that enhanced DBS checks have been carried out on all persons and to review child protection policies and to impose any additional requirements they consider appropriate in connection with the hiring. If for any reason the Governors are not satisfied, then they reserve the right to cancel any hiring and there shall be no liability to the Hirer other than to refund any hiring fee or deposit paid.

**IMPORTANT INFORMATION**

**No food or drink must be consumed in the Sports Hall**

The whole of the school site is a NO SMOKING AREA

Should the hirer use school equipment they are fully financially responsible for any damage caused to any of the equipment.

By signing this, the hirer agrees to accept the terms of the agreement in full.

The school reserves the right to terminate the hire of the premises if any of the above conditions are not kept.

Signature of hirer: \_\_\_\_\_ Name of hirer: \_\_\_\_\_

Organisation: \_\_\_\_\_ Date: \_\_\_\_\_

## Limehurst Academy Accident Report

Name of Injured Person and Group attached to	
Address if not Pupil/Employee	
Location of Accident	
Date and Time	
How the Accident occurred	
Names of Witnesses	
Name of First Aider(s)	
Nature and Location of Injury	
Details of Treatment given	
Was the Injured Person Taken to Hospital/Doctor	
If Yes, how were they transported? Who accompanied them?	
Details of Current Condition if applicable	
Action taken to prevent recurrence	

Completed by:

Date:

