



Great Wyrley Academy

LETTINGS
CONDITIONS OF HIRE
AND INFORMATION FOR HIRERS
APRIL 2019

School premises are provided essentially for educational purposes and must not be let in such a manner as to prejudice their use for this purpose. The conditions outlined in this document are our policy and we are required to make hirers aware of them.

**All booking enquiries should be made to Mrs Jayne Kavanagh
01922 419311 Ext 109**

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Applications

All correspondence and applications for the hire must be made directly to the School for the attention of Mrs Jayne Kavanagh, Assistant Administrator. All applications are subject to approval by the Local Advisory Board (LAB) of the School, but subject to any direction given to them by the Local Authority. Sub-letting is not permitted but shared lettings of facilities are permitted provided that all sharing organisations are included in the application.

Hirer

The hirer must be over 18 years of age and shall be the person by whom the application form for the hiring is signed. Such person shall be responsible for the payment of the fees payable in respect of the hiring and for the observance and performance in all respects of the conditions and stipulations contained in the hire agreement.

Planning and Review Meetings

A meeting between the hirer and the school will take place prior to the start of the letting in order to exchange information about health and safety and risk assessments relevant to the letting. The Hire Agreement will also be finalised at this meeting. The letting is not confirmed until this meeting has taken place.

There will also be regular review meetings with hirers to ensure that all parties have:

- the opportunity to update and exchange information,
- review activities on site, accidents and incidents and any other issues which have arisen,
- review and update hazard exchange and risk assessment information.

Fees and charges

See Appendices for Scale of Charges.

The hirer will pay any returnable deposit required by the LAB upon signing the Hire Agreement. The hirer will be sent an invoice for the remaining outstanding hire fee and this must be paid within 30 days of the date of the invoice.

The agreed starting and finishing times must be adhered to otherwise increased charges will apply.

Duration of the Letting

The LAB shall determine in advance the duration of a letting.

Cancelling of hiring by LAB

The LAB reserves the right to refuse any application without stating reasons for so doing.

The premises are provided essentially for educational purposes and must not be used in such a manner that may prejudice their use for this purpose. The right is reserved to cancel any hiring, without notice, where the LAB considers it necessary for any cause outside their control.

Cancellation or postponement by Hirer

Hirers will be allowed to cancel or postpone such bookings. Refunds or fees payable are at the discretion of the LAB.

Hired Area

Access is strictly restricted to the hired area and any toilet facilities, entrances, exits and corridors as directed by the LAB.

Access to the school site is only permitted for those taking part in the letting activity during the scheduled times of the letting.

The LA and LAB reserve to themselves, and their officials, the right to enter the hired area at all times on producing evidence of their identity.

Variation of Conditions

There shall be no variation to the conditions of hire without the express consent of the LAB.

Taking Care of School Premises

A condition check of the area to be used for the letting will be carried out by the school site team.

Lettings will be cancelled if the area is deemed to be unsafe, e.g. due to inclement weather.

Damage and faults must be reported immediately to the School Duty Officer. The cost of repair or replacement due to damage will be met by the hirer.

The hirer is responsible for everyone who is on the School's premises for the activities they are organising and, generally, for everyone who comes on to the parts of the School's premises which are under the hirers control at the stated times. The hirer is responsible for ensuring that they comply with all the terms of the hire agreement.

The hirer must ensure that the area is left clean and tidy and that all waste is removed.

No notices or placards shall be affixed to, lean upon or be suspended from any part of the school premises without permission from the LAB.

No bolts 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 use shoes with stiletto heels or other footwear which may in the opinion of the LAB be damaging to the floor surfaces of the hired area.

Intoxicating liquor

Intoxicating liquor shall not be brought into nor consumed on school premises without the prior consent of the LAB. Where such consent is given hirer must comply with the Licensing Laws and provide evidence of such to the LAB.

Public Entertainment and other Licences

The promoters of entertainment and functions, to which the public are admitted on payment, shall be responsible for completing to the satisfaction of the LAB 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 (such as "Exit" sign and emergency lighting) 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.

No entertainment or function to which the public are admitted shall be allowed unless the premises are licensed for the purpose under the bye-laws of the Local Authority in whose area the premises are situated and all necessary regulations against fire are complied with.

The hirer shall be responsible during the function or entertainment for which the premises are hired for ensuring:

- all safety requirements and recommendations of any licensing authority are complied with;
- any limitation on the number of persons admitted imposed by any licensing authority or the LAB are complied with;
- 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.

Copyright and Performing Rights

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 LAB to use the school premises shall be immediately cancelled and the LAB shall have the right to recover fees, charges or any other payments referred to in these Regulations.

The hirer shall indemnify the LAB 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 least one month before the letting.

Gaming

No gaming is allowed except in accordance with the conditions of the Gaming Act 1968, Section 41 when gaming is carried out 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.

Use of Equipment

The hire area does not include the use of any equipment except where specifically agreed and subject to any fees deemed appropriate by the LAB. School furniture (other than chairs for use in halls) or any other equipment shall not be moved except by arrangement. The hirer must do everything reasonable to avoid loss, damage or breakage to the School's property whilst the School's premises are under the hirer's control. Any loss, damage or breakage incurred while under the hirer's control must be reported as soon as practicable to the Duty Officer. The LAB will charge the hirer the full cost for any loss, damage or breakage to the school's property. Any electrical equipment belonging to the hirer that is used in school must be PAT tested and certificates produced.

Insurance

The hirer will be required to indemnify the School 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 LAB, its Servants or its Agents. The hirer must have Public Liability Insurance in their own name with a Limit of Indemnity of at least £5,000,000.

Use of Playing Fields

Any hiring of a playing field may be cancelled without notice if weather conditions or the state of the ground make it likely that unreasonable damage may result from use. Suitable footwear must be worn.

Use of Swimming Pool

- The hirer must comply with the school's Swimming Pool Emergency Action Plan. There is a copy in the pool lobby area along with the evacuation procedure and contact numbers.
- The hirer must make provision so that it can account for its group during emergency evacuation, e.g. by maintaining a register of attendees.
- The hirer must have a current (within two years) life-saver qualification as follows:-
 - i) for a programmed swimming session (e.g. a swimming lesson) the minimum qualification would be Royal Life Saving Society

Rescue Test for Teachers and Coaches
 - ii) for an unprogrammed swimming session (e.g. parties, public swimming, etc) the minimum qualification would be RLSS Pool Lifeguard Award.
- The hirer must ensure that at least two qualified life-savers are present for the duration of the letting and are on the poolside whilst swimmers are in the water.
- The hirer must ensure a reasonable number of lookouts, in addition to the life-saver, are present on the poolside whilst swimmers are in the water.
- The hirer must ensure proper supervision of all users and not allow any activities which could endanger the safety of others (e.g. 'horseplay' in the pool).
- The hirer must ensure that no more than 20 swimmers attend the swimming pool at any one time.
- The hirer must ensure no footwear is worn by persons on the poolside.
- The hirer must ensure spectators are present when an instructor is present.
- The hirer must ensure spectators walk to and from the seating areas and stay seated during the lesson.
- The hirer must ensure spectators do not distract the pupils.
- The hirer must ensure that no food or drink are brought on the pool side.

Use of Theatre

The hirer will be sent an invoice for hire fees and this must be paid within 30 days of the date of the invoice. Premises should be left as they are found. In the event of any damages to school property, or if the premises are not left ready for school use on a normal day, a charge of 20% of the hire costs, or the actual costs incurred (whichever is the greater) will also be invoiced.

Agreeing to hire the theatre means agreeing to return the theatre back to the school ready for its use on normal school days (i.e. Monday - Friday).

Examples of failure to do this are-

- leaving stage equipment (e.g. props) on the stage
- leaving equipment in the corridor
- leaving the backstage area (including the classrooms) untidy
- not returning the sound settings to default (this is imperative as the school holds daily assemblies in the theatre)

When using an orchestra pit please inform the school in advance. This will be sanctioned providing it is sectioned off. However, musical instruments should not be left in the venue.

The school's lighting box facilities can be used by a trained Media Technician (evidence of this will be required) at an additional cost. The hire of the school's Site Security Officer is obligatory if the letting falls outside the normal working hours of the School's Duty Officer. Please check with us to see if charges apply.

Parking

The parking of vehicles on the school's property is permitted in the designated parking bays only. Under no circumstances should vehicles be parked in the following areas:-

- i) on grassed areas
- ii) opposite the grassed island (in front of the main school building) where there are double or slanted yellow lines
- iii) on the grassed island itself (at the front of the school building)
- iv) the paved areas in front of the main school building.

Parking on the school's property is on condition that persons bringing vehicles on to the premises do so at their own risk and that they accept responsibility for any damage to the school's property or injury to any person whether connected with the establishment or not, caused by such vehicles or their presence on the school's premises.

Vehicles must not enter the designated coach collection point (outside the main school building) between 8.15 am and 9.15 am and 2.50 pm and 3.50 pm.

Drivers must adhere to the speed limit (5mph) on the school site.

Miscellaneous

The hiring body shall comply with such additional conditions as the Headteacher, or the LAB may require in writing, to be observed for a particular letting.

Health and Safety

Outside school hours:

During lettings outside of school hours a school Duty Officer will be on site.

The number of the officer on duty will be displayed in the Reception window. It will be one of the following:

Miss Hayley Smith (Monday – Wednesday and Saturday), Duty Officer on Extension *208 **(07572 501901)**

or

Mr Peter Walters (Thursday and Friday), Duty Officer and on Extension *217 (07505 565879)

A phone for emergency use is accessible at Reception.

During the school day:

Howard Smith, Assistant Site Manager on Extension *218 (07773 453824)

Emergency procedures

On discovery of a fire

- Break glass call point to sound the alarm.
- Leave the building by the nearest safest exit.
- Proceed to the assembly point.

Evacuation Procedures

- On hearing the Fire Alarm (continuous ring) leave the building immediately.
- Do not stop to collect personal belongings.
- Leave the building by the nearest safest exit.
- Do not use lifts.
- If you suspect a fire on the other side of a door do not open it.
- As you leave ensure doors are closed behind you.
- When clear of the building proceed to the assembly point.
- Do not re-enter the building until you are told to do so by an authorised person.

Evacuation from Swimming Pool

Individuals in the swimming pool should leave the swimming pool and go through the changing rooms to assemble by the exit door in the corridor. They should request further instruction from the member of the premises team on duty via their mobile phone. If this exit route is blocked the alternative exits via the quad should be used. In the event of a real fire individuals should exit the building and transfer to the assembly point. Thermal blankets are available for evacuating from the swimming pool (located in the poolside area). In the event of a false alarm individuals should wait by the exit door in the corridor until the all clear is given from the member of the premises team on duty.

Emergency evacuation assembly point

- In front of the main school building outside school hours (8.40 am to 3.10 pm) and in holiday times.
- Rear of school buildings during school hours (8.40 am to 3.10 pm)

Other important information

- The hirer must ensure that all individuals involved with the letting are made aware of the emergency procedures.
- Hirers are responsible for ensuring that all individuals involved with the letting are made aware of the nearest fire exit and fire alarm point (fire notices in each room give these details).
- For evacuation of individuals with mobility or other problems that could impair their prompt evacuation see Appendix 1.
- Those using the sports field will only transfer to the assembly point if it is safer for them to do so.
- Evacuation should be completed in no more than 2-3 minutes.
- Hirers are responsible for accounting for their group and reporting those unaccounted for to the member of the premises team on duty.
- Premises staff on duty will:-
 - i) identify the flagged alarm point to ascertain the risk
 - ii) will alert the emergency services and will meet them on arrival at the school site
 - iii) will receive confirmation that individuals have been accounted for and will direct them to re-enter the building if and when safe to do so.

Hazard Reporting

Hazards or potential hazards should be reported immediately to the Duty Officer.

Personal accidents

All accident or injuries must be reported to the Duty Officer and an accident report form completed.

Risk assessments

The hirer must provide risk assessments and/or a method statement so that there is a clear indication of the risks involved in all activities and the control measures to be implemented.

First aid

First aid can be provided upon request (additional charge) during school hours (8.40 am to 3.10 pm). Outside of school hours hirers are responsible for making their own arrangements.

There is a defibrillator for local community use available on site. This is situated in Reception, together with a first aid kit.

Safeguarding children

Where the hire involves working with children hirers are required to provide written confirmation on headed paper to confirm that Safer Recruitment practices are being followed and that all the staff that will be working on the school site have full DBS clearance. Please note that further assurance may be sought.

Smoking

Smoking **or vaping** are not permitted anywhere on the school site (including the school grounds) at any time.

Scale of Charges
1 January 2019 to 31 December 2019

Lettings

Facility	Cost per Hour (unless otherwise stated)
Hall	£25
Classroom(s) each	£15
ICT Suite	£30
Gymnasium (room only)	£25
Swimming Pool (Regular)	£35
Swimming Pool (one-off)	£50
Drama studio	£20
Theatre	£125 (per morning, afternoon or evening session) £500 deposit
Sports Field	£36 per fixture
Hard Courts	£25
Café Revive	£25
Storage facilities and equipment hire	By negotiation
First Aid provision (available school hours only)	By negotiation
Provision of refreshments <i>Note: We can normally provide refreshments/catering both indoors and through our outdoor catering facility. Please check with the school.</i>	By negotiation
Theatre technical facilities (i.e. lighting box)	£20 per hour

Site Duty Officer provision

Note: This is an obligatory additional charge if the letting is taking place outside the normal hours of work for our Site Duty Officer. If there is more than one letting going on at the same time the cost will be shared between each letting. Please check with the school to see if this charge applies.

£15 per hour week days
£23 per hour on Saturdays
£30 per hour on Sundays

RISK ASSESSMENT

Establishment: Great Wyrley Academy	Date: 28 January 2019	Assessor(s): (1) H Smith (2)
Task/Activity/Location/Work Equipment: Lettings		

PART A:

Hazards identified:	Damage to equipment and premises Injury to premise users Security issues	Hazard Rating (tick) (without controls in place) HIGH MEDIUM <input type="checkbox"/> LOW
Hazards identified:	Damage to equipment and premises Injury to premise users Security issues	Hazard Rating (tick) (without controls in place) HIGH MEDIUM <input type="checkbox"/> LOW

PART B:

Who is at risk (tick)	Employees	<input type="checkbox"/>	Pupils	<input type="checkbox"/>	Visitors/Public	<input type="checkbox"/>
	Contractors	<input type="checkbox"/>	Others (specify)	<input type="checkbox"/>		<input type="checkbox"/>

PART C:

Control measures required to manage health and safety:	
1.	The school must have an up to date Lettings policy (to include conditions of hire).
2.	The Lettings Policy must be in writing and reviewed periodically to ensure its continued relevance.
3.	There must be an exchange of information between the school and the organisation seeking to let the premises, prior to any agreement being signed.
4.	The school must provide details of their safety arrangements and must determine the nature of the activities to be undertaken by the organisation letting the premises.
5.	The school must insist on receipt of risk assessments and/or a method statement from the organisation seeking to let the premises, so that there is a clear indication of the risks involved and the control measures to be implemented.
6.	Written details of first aid arrangements should be exchanged between the school and the organisation, i.e. provision of first aiders, first aid kits, telephone for emergency use etc.

7.	A nominated member of school staff must be on site to meet all lettings, deeming the premises suitable to proceed, supervising throughout and co-ordinating emergency evacuation procedures.
8.	Security arrangements, including locking and unlocking procedures must be adhered to at all times.
9.	The school must ensure that hirers sign a lettings agreement in accordance with the lettings policy and that it has sight of relevant documentation as indicated in the policy, e.g. public liability insurance certificate, proof of qualifications and PAT certificates.

PART D:

Risk rating with controls in place (tick):	Are any control measures in Part C not implemented? (tick):	If yes, state below:	To be actioned by:
LOW	NO		
Frequency of review (tick):	6 Months:		12 Months:
			24 Months:
			√