



# Lettings Policy

Owner:	Adrienne Robson
Date Ratified:	8th February 2022
Signed:	
Date to be reviewed:	February 2023

The Governors of Dartford Science and Technology College have agreed that, provided there is no interruption to the College's use of the premises, part of the College buildings and grounds may be let to outside bodies. The purpose of this is to establish the College as a community resource and to use the College's land and buildings to generate income for the College.

The facilities of the College will be made available for the benefit of the local community only if this is without detriment to the College or its site. To that end, use of the premises for College functions will take priority over lettings. Neither the College's education budget, nor its reputation within the community, must be put at risk by letting areas of the College to third parties.

### **Contact Information**

The [venue.hire@dstc.kent.sch.uk](mailto:venue.hire@dstc.kent.sch.uk) email account will usually be checked within the hours of 8.30am to 4.30pm Monday to Friday.

### **Bookings**

- College activities have priority.
- The College's bookings calendar runs in line with the academic year (1st September to 31st August). Bookings will only be confirmed for the current academic year and consultation for Autumn Term bookings will take place in the Summer Term.
- Bookings will not be confirmed until the Hire Application/Agreement form has been returned and approved by the College. This form can be seen as Appendix 2.
- The timing of bookings must be strictly adhered to and the College reserves the right to make an additional charge if any hirer (or their attendee/s) has not vacated the site within the agreed time period. All bookings have a 15 minute grace period either side of the hire period to allow for setting up, clearing up, using the changing facilities etc (where applicable). If more than 15 minutes is required, this must be booked and will be charged accordingly.
- Hire Agreements will be updated and reviewed at least annually.
- Outline charges are set by the Principal/Governors and reviewed annually. These can be seen as Appendix 3.
- Specific charges are set at the time of the agreement.
- The VAT liability of the letting is determined at the time of the agreement (details can be found in Appendix 1).

### **Cancellation**

- At least 48 hours' notice of cancellation is required, otherwise hirers will usually be liable for the full hire charge.
- There will be no charge where the booking has been cancelled by the College/Government.
- The College reserves the right to cancel bookings for College activities/events and when the College is closed (such as over the Christmas period). The College will endeavour to give as much notice as possible.
- The College has the right to cancel any letting, and will do so with immediate effect, if it is felt by the Senior Leadership Team that the letting is of detriment to the College in any way.

## **Payment**

- Payment is in advance for single lettings and full payment must be received before the date of the hire.
- Payment for recurring bookings by established hirers is one month in arrears. This is subject to review if invoices are not paid within the College's payment terms.
- Payment for recurring bookings by new hirers is one month in advance. After the first three months, this will be reviewed and can be moved to one month in arrears if both parties are in agreement.
- Payment is in instalments for a series of sports facilities lettings that comply with VAT exemption regulations.
- Failure to make payment within the payment terms of the College will result in future bookings being cancelled until the account is settled and may result in a claim, via the small claims court, to recover monies owed to the College.

## **Terms and conditions**

Full terms and conditions can be seen as Appendix 1, we recommend that this is read in full. However, some key points to note:

- The hirer ensures that they have read the Government's Coronavirus (COVID-19) requirements and guidelines and that the hirer complies with the current guidance.
- The College is a nut and aerosol free site and it is the hirer's responsibility to ensure that this is clearly communicated and followed.
- The College operates a no smoking policy anywhere on its site. This includes the car park and all outside areas. It is the responsibility of the hirer to ensure that this rule is clearly communicated and followed.
- First Aid is the responsibility of the hirer and must be suitable and sufficient to the number and age of the attendees.
- The hirer is responsible for following all safeguarding regulations relating to young and vulnerable persons, including the proper administration of DBS certificates. The hirer will be required to have appropriate safeguarding policies in place, including safeguarding and child protection. The College reserves the right to verify these qualifications with the hirer at any point prior to, and during, the hire period. The hirer confirms that, should any significant safeguarding concerns present themselves during the hire of the school premises, they shall contact the DSTC Business Manager as soon as reasonably practicable.
- Hirers are required to clean and tidy the venue at the end of the letting and leave premises and equipment in the condition in which they took it over. Cleaning equipment may be requested from the Site Team to assist with this if required. The College reserves the right to charge for additional cleaning if necessary.
- The hirer will be responsible for the cost of any damage to College premises or equipment. College staff have free access to all parts of the site during lettings to check hirers are acting in a responsible manner.
- The hirer is required to complete a risk assessment as part of their application for hire.
- All users must carry sufficient insurance.

## **Appendix 1 - Terms and Conditions**

### **Conditions of Use for a Letting**

Use of College premises for a letting must be agreed in advance and confirmed in writing by both the user and the authorised representative of the College. The agreement will include the fee, appropriate VAT and any other charges payable. These are reviewed in advance of the second and succeeding years. It must be recognised that College use of the premises takes priority and that there may be occasions when arrangements have to be changed (where possible these will be advised at the time agreement is reached). Formal confirmation of bookings will be made termly when College requirements have been finalised.

If the user wishes to cancel a specific booking or set of bookings, 48 hours notice must be given of the cancellation, in which case no charge will be made. If less than 48 hours notice is given, the whole of the fees will usually be charged by the College.

Standard rated VAT is payable on lettings of sports facilities unless the letting is to a school or club that meets with the ten sessions rule and more generally the VAT regulations in full, in which case the lettings will be exempt from VAT. Therefore a refund for a cancellation may break the series and result in VAT being chargeable on all the lettings. Full details of the VAT regulations are available from the HMRC website in the Internal Guidance Manual for Land and Property section 18.

Damage or loss of any kind sustained to the premises, fixtures and/or fittings, furniture and/or other chattels therein arising out of, or in connection with, use of the College shall be made good at the expense of the user within one month by the College or, by agreement, by the user and to the satisfaction of the College.

The users are required to make arrangements for suitable insurance cover (currently a minimum of £5 million for each and every claim for public liability) with a reputable company in respect of claims which might be made against them by a third party for accidental injury including death or accidental loss, or damage to property arising out of, or in consequence of, the letting and to cover the College, and must produce proof of the policy before the letting is contracted. However, if non-commercial users are unable to provide insurance cover which meets the council's requirements, cover must be arranged through the KCC Hirers Liability Policy, for which a contribution towards the cost of the KCC Hirers' Liability Policy equal to 3.15% of the total hire charge will be levied in addition to the hire charge itself. The user will be responsible for the first £350 of each and every property damage claim.

The charge for a letting payable by the user includes an amount to cover payment for standard opening and closing caretaking duties and may include additional duties if agreed prior to the letting. The user is expected to adhere strictly to the agreed times. In cases where users have not adhered to the agreed times the College reserves the right to make an additional charge, the minimum charge will be 30 minutes of the original hourly rate.

It is the user's sole responsibility to control entry of all visitors at the external entrance allocated and to ensure that only those people known to them are allowed access to College premises. The entrance and any other external doors that are unlocked must be controlled by responsible adults at **all** times during the period of the letting. On completion of the letting, the user must carry out a check to ensure that all windows have been shut and secured, and all visitors have left the premises. The user shall not cause or permit any nuisance or disturbance to other occupiers or users at the College or to occupiers of neighbouring properties.

The user should be aware of the appropriate action to be taken in the event of fire or other emergency. They should know where extinguishers are located and how to use them, how to obtain assistance from the emergency services and the location of fire exits.

The Health and Safety at Work, etc Act, 1974 (as amended) imposes duties not only on employers in respect of their employees but also on persons having control over places of work or places where plant or substances are used and on anyone who by virtue of a contract has an obligation in relation to such a place. The duties are to ensure as far as is reasonably practicable, that the facilities and means of access are safe and without risk to health. Users must comply with the College's Health and Safety Policy, a copy of which is available on request.

If agreement is given for the use of the College meals facilities/canteen, KCC regulations must be observed.

All rubbish, empty containers, crates etc must be removed from the premises by the user immediately after the letting has taken place and before the caretaker locks up. Furniture and equipment is to be left as found unless other arrangements have been agreed with the College's authorised representative or caretaker.

The use of materials for preparing floors for dances and the wearing of shoes likely to damage floors, especially in any hall or gymnasium, is prohibited.

The premises shall not be used for any purpose other than that for which agreement has been granted nor shall any areas of, or furniture/equipment in, the College but not included in the letting agreement be used without express permission; in such cases an extra fee will be payable.

The user must have written permission from the College before arranging for alcoholic drinks to be consumed on the premises. Under The Licensing Act 2003 the users are responsible for Temporary Event Notices (TENs) to the district/borough council and local police. Alcoholic drinks may not be brought onto the premises while students are present and are to be cleared from the premises when the event ends.

No public performance of a play, cinematography exhibition, public dancing, singing, music or other public entertainment of the like shall be performed in or close to the premises unless any necessary licence for the same shall first have been obtained from the appropriate authority and all necessary measures taken to fulfil the conditions of the licence. It may be that KCC blanket PRS (Performing rights Society) or PPL (Phonographic Performance Ltd) Licences will cover some situations but this aspect must be cleared in advance with the College. Temporary Event Notices (TENs) are required not only for any sale/supply of alcohol, but also for regulated entertainment (eg. live and recorded music and performance of dance) and late night refreshments.

Vehicles should **not** be allowed on the playing fields and no parking which restricts the caretakers' or emergency services access will be permitted. Consideration of separating vehicles and pedestrians on site should be considered where the activity poses additional risk. Parking on the roadway where double yellow lines are displayed is **not** permitted. Control of parking is the responsibility of the user. No responsibility can be taken by the College for any damage to vehicles sustained whilst in the College grounds.

The College is a nut and aerosol free site and it is the hirer's responsibility to ensure that this is clearly communicated and followed.

The College operates a no smoking policy anywhere on its site. This includes the car park and all outside areas. It is the responsibility of the hirer to ensure that this rule is clearly communicated and followed.

First Aid is the responsibility of the hirer and must be suitable and sufficient to the number and age of the attendees. A defibrillator is available for use and is kept in the sports hall (if required).

The user ensures that they have read the Government's Coronavirus (COVID-19) requirements and guidelines and that the hire complies with the current guidance. Guidance can be found on [Coronavirus \(COVID-19\): guidance and support - GOV.UK](#) and also on Sport England [Coronavirus](#)

The hirer is responsible for following all safeguarding regulations relating to young and vulnerable persons, including the proper administration of DBS certificates. The hirer will be required to have appropriate safeguarding policies in place, including safeguarding and child protection. The College reserves the right to verify these qualifications with the hirer at any point prior to, and during the hire period. The hirer confirms that, should any significant safeguarding concerns present themselves during the hire of the school premises, they shall contact the DSTC Business Manager as soon as reasonably practicable.

No landlord and tenant relationship shall be created.

## Appendix 2 - Hire Application/Agreement

<b>Hire Application/Agreement</b> <b>for the use of Dartford Science and Technology College</b> <i>This form is to be completed by the applicant and emailed to <a href="mailto:venue.hire@dstc.kent.sch.uk">venue.hire@dstc.kent.sch.uk</a></i>			
Name of Organisation			
Applicant's name, address and postcode			
Telephone number/s			
Email address			
Email address for invoices to be sent (if different to above)			
Purpose of hire/activity			
Facility/area to be hired			
Maximum number of attendees			
With/without heating			
For a single letting: Date and time of hire requested			
For recurring lettings: Please give details of the day/s and time/s requested and the start and end dates of your booking request			
Furniture and equipment requirements			
Insurance certificate available/ unavailable * <i>(delete as applicable)</i>			
Caretaking requirements			
Risk assessment will be provided for the activities listed here/ Risk assessment not required <i>(delete as applicable)</i>			
<b>I confirm that I have read, understood and accept the Terms and Conditions (Conditions of Use)</b>			
<b>Signed</b>		<b>Date</b>	

\* **Insurance** - commercial hirers must have their own insurance of at least £5,000,000 to be seen and copied by the College. For non-commercial hirers the KCC insurance will be applied at 3.15% of the hire charge unless the hirer's own insurance is seen and a copy attached.

<b>For DSTC use only</b>		
<i>Step</i>	<i>Comment</i>	<i>Date</i>
Application approved/refused		
Covid Addendum signed and returned		
Risk Assessment acceptable/ not required		
Insurance seen/KCC insurance included		
Hire Number issued		
Price per hour/session		
Payment terms		
Hirer emailed confirmation of Hire Agreement acceptance		
Site induction carried out/booked (to include fire evacuation procedures, location of defibrillator etc)		
Principal's signature		



### **Appendix 3 - Hire Prices**

All rates are per hour per facility.

For less than 10 consecutive bookings of sporting facilities VAT at standard rate will be charged (further details can be found in Appendix 1).

<b>Facility</b>	<b>Price per hour</b>
Aerobics Studio	£20
Astroturf Pitch	£40
Canteen	£30
Classroom (including Hub rooms other than Hub 7)	£25
Dance Studio	£30
Grass Pitch	£30
Multi-purpose Hall	£40
Outdoor Courts	£20
Rosalind Franklin Suite	£30
Sports Hall	£45
Hub 7	£30