

# **Lettings Policy**

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Approved by	FGB	Signed	G Prout
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#### Scope

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

The facilities of the School will be made available for the benefit of the local community only if this is without detriment to the School or its Premises. To that end, use of the Premises for School functions will take priority over lettings. Neither the School's education budget, nor its reputation within the community, must be put at risk by letting areas of the School to third parties. Hirers must follow Safeguarding, Fire Evacuation, Lockdown and Invacuation Procedures as implemented by the School.

#### Areas Available to Hire.

- Astro Pitch
- External Courts
- Sports Hall
- Multipurpose Hall
- Grass Pitches
- Dance Studio

#### **Contact Information**

The <u>venue.hire@dstc.kent.sch.uk</u> email account will usually be checked within the hours of 8.30am to 4.30pm Monday to Friday. Those wishing to hire an area should complete the Booking Form at the end of this document and send it to the Venue Hire email address. By signing the Booking Form the hirer is agreeing to the Terms and Conditions set out in the document. If the booking is accepted by DSTC, Dartford Venue Hire will send confirmation in writing.

#### **Terms and Conditions**

By signing the Booking Form (Appendix 1) the Hirer is agreeing to abide by the Terms and Conditions of this Policy. Failure to meet these terms and conditions will result in cancellation of future hires.

#### **Meanings**

- "Hirer" means the person or entity identified in the Booking Form.
- "Members" means all the people in a Hirers group including members, players, parents and siblings.
- "Premises" means all areas of the school buildings and grounds including the Car Park.
- "School" means DSTC

# **Bookings**

- School activities have priority.
- The School'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 School. This form can be seen as Appendix 1.
- The School site is open to hirers between 16.30 and 21.30 Monday to Friday and 8.30 and 16.30 Saturday and Sunday. Chargeable hire periods on weekday evenings will commence from 16.45 and end at 21.15.

- Hirers must also supply their insurance documents covering the period of hire and an appropriate Risk Assessment and safeguarding policy if their group includes persons under 18, prior to the commencement of their booking.
- The timing of bookings must be strictly adhered to and the School 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). This 15 minute period is shared between the hirer exiting the space and the hirer commencing their session If more than 15 minutes is required, this must be booked and will be charged accordingly.
- The user is expected to adhere strictly to the agreed times. In cases where users have not
  adhered to the agreed times the School reserves the right to make an additional charge, the
  minimum charge will be 30 minutes of the original hourly rate.
- 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 in Appendix 2.
- Specific charges are set at the time of the agreement and will be documented in the confirmation.
- The VAT liability of the letting is determined at the time of the agreement.
- DSTC reserves the right to decline any applications or cease any bookings at our discretion.
   In particular where the Hirer does not adhere to this Policy, or uphold the the values of the School or reputational damage may occur.
- Hire will be agreed in advance through the completion of a Booking Form, and subsequent confirmation by the School, along with the hirer providing their Risk Assessment and copy of their insurance. Ongoing hire will be reviewed in advance of the subsequent years and the same information requested.
- No landlord and tenant relationship shall be created.

### **Cancellation**

- Hirers will provide at least 48 hours' notice of cancellation, in writing to venue.hire@dstc.kent.sch.uk, otherwise the hirer will be liable for the full hire charge.
- DSTC reserves the right to cancel bookings for School activities/events, during the summer examination window and when the School is closed (such as over the Christmas period). The School will endeavour to give as much notice as possible.
- Whilst we will endeavour to honour all bookings DSTC reserves the right to cancel any hire at
  any time without notice if an emergency occurs which prohibits hire, in addition there may be
  rare occasions where the needs of the school result in a cancellation of a hire at short notice.
- If a booking or series of bookings needs to be cancelled by DSTC at short notice for any reason, DSTC will inform hirers as soon as practicably possible.
- There will be no charge where the booking has been cancelled by the School/Government.
- The School 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 School in any way.

#### **Payment**

- Payment is one month 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. Regardless of the longevity of the hire period if invoices are not paid within the School's payment terms this concession will be revoked.
- 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 monthly instalments for a series of sports facilities lettings that comply with VAT exemption regulations.
- Payment Terms are 30 days from the date of the invoice. The School reserves the right to cancel future bookings if the Hirer fails to make payment in line with these terms
- Where payments are outstanding for more than 90 days DSTC has the right to cancel the hirers future bookings with seven days notice. If the hirer settles within this period, hire may recommence with invoices being paid one month in advance and prior to the next hire date.
- If the account is not settled, this may result in a claim via the small claims court, to recover monies owed to the School. Re-bookings will be considered once the debt is paid in full.
- Standard rate VAT will be charged on lettings for Sporting activities unless the letting is to a
  school or club that hires for ten sessions or more within the Tax year. VAT on other hire types
  will be invoiced in line with the VAT regulations in full. A cancellation reducing the total number
  of sessions for a sporting activity to less than 10 will 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.
- The hire charge includes an amount to cover payment for standard opening and closing caretaking duties for example, minor additional duties include opening/closing sporting/storage facilities or access to sporting equipment to be agreed prior to the letting. However, extra chargeable duties include the setting up of a room i.e. exam desks/chairs or meeting/lecture style tables/chairs arrangements. This charge will be dependent on the time the duty takes to set up and put away. The cost is detailed in Appendix 2.
- Hire charges are shown in Appendix 2.

# **Health and Safety**

- The School is a nut and aerosol free site and it is the hirer's responsibility to ensure that this is clearly communicated and followed by their members.
- The School operates a no smoking/vaping policy anywhere on its Premises. 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 by their members.
- No dogs are allowed on School Premises with the exception of assistance dogs, which should be identifiable as such.
- 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 the supervision and health and safety of all their Members. Members must remain with their club and not roam the school Premises.
- The hirer will read the emergency evacuation/ invacuation procedures and follow them in the event of a fire or other such emergency. Lockdown procedures will be sent to hirers with the confirmation of their hire and must be adhered to by the Hirer and their Members.
- It is the Hirers sole responsibility to control entry of their members at the external entrance allocated and to ensure that only those people known to them are allowed access to School premises. The entrance and any other external doors that are unlocked must be controlled by responsible adults at <u>all</u> times during the period of the letting. Once all attendees have arrived the Site Team Member on duty should be contacted to lock the doors. It is essential that the doors are manned to avoid any unauthorised person gaining entry to DSTC. Failure to do so may result in cancellation of future bookings.
- The Hirer and their members 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 hirer is responsible for the supervision and health and safety of all members in their group, and ensure that these individuals are also aware of these requirements.
- 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 is reasonably practicable, that the facilities and means of access are safe and without risk to health. Hirers and their members must comply with the School's Health and Safety Policy, a copy of which is available on request.

• 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 foyer of the Sports Hall (if required).

#### **Hirers Responsibilities**

- The Hirer shall only occupy the parts of the premises agreed upon in the booking form and confirmation and no landlord and tenant relationship is created by the Hirer and the School.
- The Hirer shall not sub-licence any of the premises under their hire agreement.
- The hirer should only use the premises for the purpose agreed on the booking form and confirmation. Any additional use of the school premises, not agreed in writing, will result in termination of the hire.
- The hirer shall not use any areas of, or furniture/equipment in the School but not included in the letting agreement without express permission; in such cases an extra fee will be payable.
- Hirers are required to 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 School reserves the right to charge for
  additional cleaning if necessary.
- All rubbish, empty containers, crates etc must be removed from the School's premises by the
  hirer immediately after the letting has taken place and before the Site Team locks up. Furniture
  and equipment is to be left as found unless other arrangements have been agreed with the
  School's authorised representative or Site Team.
- On completion of the letting, the Hirer must carry out a check to ensure that all windows have been shut and secured, and all members have left the premises. The hirer or their members shall not cause or permit any nuisance or disturbance to other occupiers or users of the School or to occupiers of neighbouring properties.
- The hirer is responsible for their own complaints procedure and must have clear written procedures that are effectively communicated to their clients.
- The hirer will be responsible for the cost of any damage to School premises, fixtures and/or
  fittings, furniture or equipment. Any damages shall be made good at the expense of the hirer
  within one month and to the satisfaction of the School.
- The hirer is required to complete a risk assessment as part of their application for hire and provided a copy to DSTC.
- All hirers must have sufficient insurance to cover their activity and Public Liability (currently a
  minimum of £5 million for each and every claim for public liability). This must be with a
  reputable company and to cover any claims which might be made against them by a third party
  for accidental injury including death or accidental loss. Or to cover the School in relation to
  damage to property arising out of, or in consequence of, the letting.
- A copy of the Insurance Document must be provided to DSTC prior to the start of the hire period and at each renewal. DSTC accepts no responsibility for items or people on site in relation to any venue hire.
- The Hirer must have written permission from the School 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. All alcoholic
  containers, full or empty are to be cleared from the premises when the event ends.
- 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.

 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 the necessary licence has been obtained from the appropriate authority and all necessary measures taken to fulfil the conditions of the licence.

#### **Safeguarding**

- The School is dedicated to ensuring the safeguarding of its pupils at all times. It is a requirement of hire that hirers abide by the Schools' requirements in respect of safeguarding.
- Failure by the hirer or their members to abide by these Safeguarding Requirements will result in the hire being terminated. It is the responsibility of the hirer to ensure that safeguarding measures are in place while hiring out the space.
- If there is a chance that those hiring the premises will come into contact with pupils, for example if the hire occurs when pupils may be present in the School (during after-school clubs or extra-curricular activities), we will ask for confirmation that the hirers have had the appropriate level of DBS check.
- The hirer will be required to have appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide copies of these policies on request to the School.
- The hirer confirms that, should any safeguarding concerns present themselves during the hire
  of the School premises, they shall contact DSTC Venue Hire as soon as reasonably
  practicable.
- The hirer understands that if our School receives an allegation relating to an incident where an
  individual or organisation is using our School premises for running an activity for children, we
  will follow our usual safeguarding procedures and inform our local authority designated officer
  (LADO).
- In signing the booking form the hirer is confirming that they have read, understood and kept up to date with the School's Child Protection/Safeguarding policy. Any updates to the policy will be shared with the hirer as and when published with the expectation that these will be read. The policy is available to view on the School's website under the 'About Us' section.

### <u>General</u>

- School staff have free access to all parts of the School Premises during lettings to check hirers are acting in a responsible manner.
- Although hirers are allowed to utilise the School car park, the hire of space does not guarantee
  available parking. Parking should not restrict the emergency services access or access to
  areas of the Premises. Parking on the roadway, where double yellow lines are displayed is not
  permitted. Parking must be within the marked car parking spaces, where these are full, hirers
  should seek alternative parking on the roadway outside of the School or another location off
  site.
- Vehicles are **not** allowed on the playing fields without prior authorisation by DSTC Venue Hire.
- Control of parking is the responsibility of the hirer. No responsibility will be taken by the School for any damage/loss to vehicles sustained whilst in the School premises.
- Some caretaking duties are subject to additional costs.
- 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 main entrance gates to the school car park will be open between 16.30 and 21.00 for the
  purpose of access for Hirers and their members. Outside of these times hirers will be required
  to park outside of the Premises. Exit gates will open automatically via sensors, when vehicles
  are exiting. Vehicles must not enter the School Premises via the Exit Gate
- DSTC is based within a residential area and we ask that Hirers give consideration to residents during their hire period, including noise levels and parking.

# Appendix 1 - Hire Application/Agreement

# Hiro Application/Agrooment

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for the use of Dartford Science and Technology College					
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>					
Name of Organisation					
Applicant's name, address & 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 provided					
Caretaking requirements (chargeable as per terms & conditions)					
Risk assessment provided for the activities listed					
I confirm that I have read, understood and accept the Terms and Conditions					
Signed		Date			

For DSTC use only				
Step	Comment	Date		
Booked on Skedda				
Risk Assessment provided				
Insurance seen				
VAT to be charged				
Price per hour/session				
Payment terms - in advance				
Confirmation of Hire Agreement acceptance emailed to Hirer				
List of booked dates emailed to hirer as PDF				
Evacuation/Invacuation, lockdown and Martyns Law requirements sent to Hirer				
Premises team informed of new hirer in order to complete a site induction.				
Chargeable caretaking and price.				
Signature on behalf of DSTC				

# **Appendix 2 - Hire Prices**

All rates are per hour per facility. Hire time is charged in blocks of 15 minutes.

For less than 10 consecutive bookings of sporting facilities VAT at standard rate will be charged for Hirers undertaking Sporting Activities

For new hirers - the first 3 months or 10 sessions are payable 1 month in advance

Facility	Price per hour - all year round. Prices from 1st September 2025		
3G Astroturf Pitch	£48		
Dance Studio	£40		
Per Grass Pitch	Fixed with exclusive hirer until July 26		
Multi-purpose Hall	£50		
Outdoor Courts	£50 for all 3 courts or £30 per court if not hiring all 3		
Sports Hall	£48		
Caretaking Cost (per half hour set up/take down)	£15		