



Lettings Policy

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Approved by	FGB	Signed	G Prout
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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 site. 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.

Contact Information

The 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

- 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 2.
- 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.
- 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). 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 be liable for the full hire charge.
- There will be no charge where the booking has been cancelled by the School/Government.
- The School 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.
- 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 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 failure to make payment is outside of these terms. 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.

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 main hirer/ lead organiser is responsible for the supervision and health and safety of all the people within their group including members, players, parents and siblings.
- 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.
- The School 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 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. Any failure from the hirer in this respect will result in the hire being terminated. It is the responsibility of the hirers 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).

- The hirer must sign the hire agreement form to confirm 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.
- 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.
- The hirer is responsible for their own complaints procedure and must have clear written procedures that are effectively communicated to their clients.
- Some caretaking duties are subject to additional costs - please see full terms and conditions.

- The hirer will be responsible for the cost of any damage to School premises or equipment. School 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 to cover your activity and Public Liability. We accept no responsibility for items or people on site in relation to any venue hire.
- Although hirers are allowed to utilise the School car park, the hire of space does not guarantee available parking. Parking should not restrict the caretakers or emergency services access. Parking on the roadway, where double yellow lines are displayed is not permitted. Where marked car parking spaces are full, hirers should seek alternative parking on the roadway outside of the School or another location off site.

Appendix 1 - Terms and Conditions

Conditions of Use for a Letting

Use of School premises for a letting must be agreed in advance and confirmed by the completion of a booking form (Appendix 2) by both the user and the authorised representative of the School. 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 School 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).

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 .We reserve the right to charge the full fee.

If DSTC needs to cancel a booking or a set of bookings at short notice for an unexpected reason, we will endeavour to honour contractual commitments. However, there may be exceptional circumstances such as severe inclement weather or loss of services which would mean cancellation at short notice. DSTC reserves the right to do this but will inform hirers as soon as practicably possible.

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.

Payment Terms are 30 days from the date of the invoice. The School reserves the right to cancel future bookings if failure to make payment is outside of these terms. 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.

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 School shall be made good at the expense of the user within one month by the School or, by agreement, by the user and to the satisfaction of the School.

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 School, 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 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 3. 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.

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 School 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. Once all attendees have arrived - contact the Caretaker on duty 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. 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 School 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 hirer is responsible for the supervision and health and safety of all members in their group, including members, players, parents and siblings and should 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 as is reasonably practicable, that the facilities and means of access are safe and without risk to health. Users must comply with the School's Health and Safety Policy, a copy of which is available on request.

All rubbish, empty containers, crates etc must be removed from the School's 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 School'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 School 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 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.

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 School. 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 are **not** allowed on the playing fields without prior authorisation by DSTC Venue Hire, 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 School for any damage/loss to vehicles sustained whilst in the School grounds. The hire of space does not guarantee available parking. Where marked car parking spaces are full, hirers

should seek alternative parking on the roadway outside of the School or another location off site

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.

The School operates a no smoking/vaping 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 foyer of the Sports Hall (if required).

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. Any failure from the hirer in this respect will result in the hire being terminated. It is the responsibility of the hirers 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).

The hirer must sign the hire agreement form to confirm 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.

No landlord and tenant relationship shall be created.

Appendix 2 - Hire Application/Agreement

Hire Application/Agreement for the use of Dartford Science and Technology College <i>This form is to be completed by the applicant and emailed to venue.hire@dstc.kent.sch.uk</i>			
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 available/ unavailable * <i>(delete as applicable)</i>			
Caretaking requirements (chargeable as per terms & conditions)			
Risk assessment will be provided for the activities listed here/ Risk assessment not required <i>(delete as applicable)</i>			
I confirm that I have read, understood and accept the Terms and Conditions (Conditions of Use)			
Signed		Date	

* **Insurance** - commercial hirers must have their own insurance of at least £5,000,000 to be seen and copied by the School. For non-commercial hirers the KCC insurance will be applied at 3.15% of the hire charge. Where no insurance is provided KCC insurance charges will be applied to the hire cost, unless the hirer's own insurance is seen and a copy attached.

For DSTC use only		
<i>Step</i>	<i>Comment</i>	<i>Date</i>
Booked on Skedda		
Risk Assessment provided		
Insurance seen/KCC insurance included		
VAT to be charged		
Price per hour/session		
Payment terms - in advance		
Hirer emailed confirmation of Hire Agreement acceptance		
Premises team informed of new hirer in order to complete a site induction.		
Check caretaking is chargeable or not		
Signature on behalf of DSTC		

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).

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

Facility	Price per hour - all year round. New prices from 1st September 2024
3G Astroturf Pitch	£48
Dance Studio	£40
Per Grass Pitch	Fixed with exclusive hirer until July 25
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