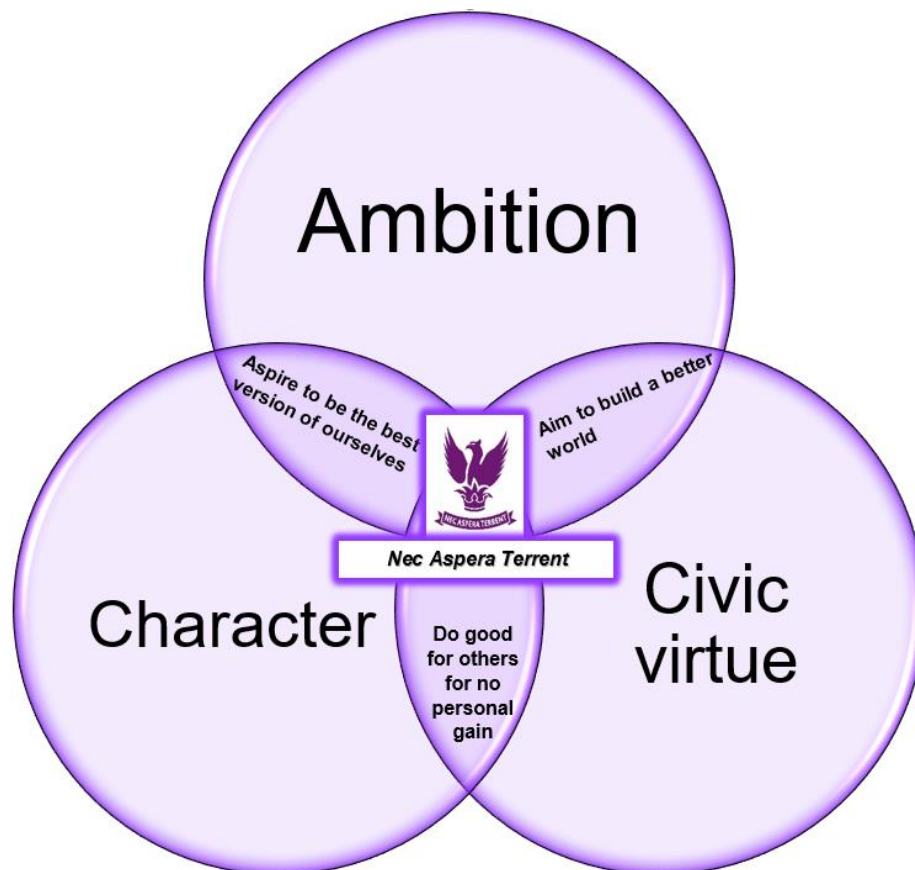




DRAYTON MANOR HIGH SCHOOL

Lettings Policy



Approved and Ratified by Governing Body October 2023

Next Review Date: October 2024

Contents

Lettings Policy	1
1. Aims.....	3
2. Areas available for hire.....	3
2.1 Available areas	3
3. Charging rates and principles	3
4. Application process.....	4
5. Terms and conditions of hire	4
6. Safeguarding.....	6
Appendix 1: Hire request form.....	7
Appendix 2: Confirmation of licence template letter	8
Appendix 3: Lettings emergency procedure	9

1. Aims

We aim to:

- Make sure the school's premises and facilities can be used, where appropriate, to support community or commercial organisations
- Allow the hiring of the premises without using the school's delegated budgets to subsidise this
- Charge for the use of the premises to cover the costs of hire and, where appropriate, raise additional funds for the school
- Not let any hiring out of the premises interfere with the school's primary purpose of providing education to its pupils

2. Areas available for hire

2.1 Available areas

The school will permit the hire of the following areas:

- Both Sports Halls
- Main Hall
- Dining Hall
- Music Department
- Drama Studio
- Classrooms
- Playing Fields
- MUGA
- Playgrounds

3. Charging rates and principles

3.1 Rates

Liaise with the Facilities Manager who will evaluate the letting requirement and will inform the hirer of the applicable charges. We may decide that certain organisations or activities can use the premises at reduced rate.

3.2 Cancellations

We reserve the right to cancel any agreed hiring with a minimum of 24 hours. A full refund will be issued if we do cancel a hire. The school will not be liable for any indirect or consequential losses, including (without limitation) any loss of profits, loss of business or the loss of any revenue arising out of the cancellation of any hire.

The hirer of the premises can cancel any hire with a minimum of 48 hours. If less notice than this is given, the licensee shall not be entitled to a refund.

3.3 Review

The revenue raised from hiring out school premises will be reviewed by the Finance Director and will be fed into the school's financial reporting, to ensure best value is being achieved.

4. Application process

Those wishing to hire the premises should fill out the hire request form, which can be found in appendix 1 of this policy, and read the terms and conditions of hire set out in section 5.

The hirer should fill out and sign the hire request form and submit it to the Facilities Manager via Email: (insert name and e-mail address e.g. ghe@draytonmanorhighschool.co.uk) Approval of the request will be determined by the Facilities Manager.

If the request is approved, we will contact the hirer with details of how to submit payment and make arrangements for the date and time in question. We will also send on details of the emergency evacuation procedures and other relevant health and safety documents. The hirer will also need to provide proof of their public liability insurance.

We reserve the right to decline any applications at our absolute discretion, in particular where the organisation does not uphold the values of the school or reputational damage may occur.

All invoices must be paid by bank transfer into the schools account in advance of the letting taking place.

Invoices will be issued by the school's finance department: finance@draytonmanorhighschool.co.uk

5. Terms and conditions of hire

The following terms and conditions must be adhered to in the hiring of the school premises. Any breach of these terms will result in cancellation of future hires without refund.

1. "Hirer" means the person or entity identified in the relevant hire request form.
2. The hirer shall pay the full amount as stipulated by the school, and shall not be entitled to set off any amount owing to the school against any liability, whether past or future, of the school to the licensee.
3. The hirer shall occupy the part(s) of the premises agreed upon as a non-exclusive licensee and no relationship of landlord and tenant is created between the hirer and the school by this licence.
4. The hirer shall not sub-let any of the premises under the licence.
5. The hirer shall not use the premises for any purpose other than that agreed upon in the licence, as set out in the hire request form.
6. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the licence.
7. The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.

8. The hirer will be responsible for all matters relating to health and safety and will be responsible for those in attendance during the specified time and must take out their own public liability insurance with a reputable insurer approved by the school and, where requested by the school, shall provide a copy of the relevant insurance certificate no less than 10 days before the start date of the licence.
9. The hirer will not conduct, nor permit or suffer any other person to conduct, any illegal or immoral act on the premises, nor any act that may invalidate any insurance policy taken out by the school in relation to the premises.
10. The hirer shall indemnify and keep indemnified the school from and against:
 - a. any damage to the premises or school equipment;
 - b. any claim by any third party against the school; and
 - c. all losses, claims, demands, fines, expenses, costs (including legal costs) and liabilities, arising directly or indirectly out of any breach by the hirer of the licence or any act or omission of the hirer or any person allowed by the hirer to enter the premises
11. Save that nothing in the licence shall exclude or limit either party's liability for personal injury or death arising from the negligence of either party or any other liability that cannot be excluded by law, the school shall not be responsible for any losses of a direct or indirect nature, and its maximum liability to the hirer shall not exceed the total fees paid or to be paid to the school by the hirer under the licence.
12. Any cancellations by the hirer received with less than 48 hours' notice will not be refunded.
13. Any cancellations by the school made with at least 24-hour notice will be refunded.
14. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
15. The hirer will leave the premises in condition in which they were found, leaving the area clean and tidy and not leaving any of their own equipment behind.
16. The hirer will not display any advertisement, signage, banners, posters or other such notices on the premises without the prior written agreement from the school.
17. If the hirer breaches any of the terms and conditions the school reserves the right to terminate the licence and retain any fees already paid to the school, without affecting any other right or remedy available to the school under the licence or otherwise.
18. The hirer will observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
19. The hirer will acquire all appropriate additional licenses for any activities they are running, including those required for use of any third party intellectual property.
20. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running.

21. The hirer will comply with all applicable laws and regulations relating to their use of the premises.
22. The school's premises hire policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation letter issued by the school will apply to and are incorporated in the licence.
23. This licence will be governed, construed and interpreted in accordance with the laws of England and Wales.
24. The school and the hirer irrevocably agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising from this licence.

6. Safeguarding

The school is dedicated to ensuring the safeguarding of its students at all times.

It is the responsibility of the hirer(s) 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 students, for example if the hire occurs during school hours or when students may be present in the school (during after school clubs or extra-curricular activities), we shall 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 the Designated Safeguarding Lead 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).

All lettings must supply evidence and ensure the following:

- Staff are DBS checked
- Must have a child protection policy
- Provider names a designated safeguarding lead
- The designated safeguarding lead has had relevant training
- There is a designated first aider
- Parents sign a consent form or requirement for emergency contact details
- It is clear that a named person is responsible for all activities and to whom any complaints can be referred

- A health and safety policy

Please provide the above safeguarding information to the Facilities Manager (insert name e.g. ghe@draytonmanorhighschool.co.uk)

Appendix 1: Hire request form

Before filling out a request form, please familiarise yourself with our terms and conditions for the hire of our premises and our rates of hire, which you can find in sections 2 and 5 of this policy. If you have any questions, please contact the Facilities Manager, (insert name e.g. Mr Guy Heyhoe ghe@draytonmanorhighschool.co.uk)

Name of applicant/organisation and company number (where applicable)	
Applicant contact details	Address: Phone no: Email address:
Preferred method of contact	
Purpose/activity of organisation	
Part of the premises to be hired	
Date and time of first hire	
Is this a recurring request, or one off? If recurring, indicate the frequency and number of occurrences (e.g. weekly, 10 weeks)	
Number of expected participants in the activity	

Additional equipment you will require from the school (please note we may not always be able to provide this but will inform you where this is/is not possible)	
Additional equipment you will be providing yourself	

By signing below, I agree to the terms and conditions set out in the school's premises hire policy.

Name _____ Date _____

Signature _____

Please return this form via email to ghe@draytonmanorhighschool.co.uk (insert premises manager name). We shall be in touch to inform you if your application is successful, and if so details of the full cost and documents that will need to be shared.

Appendix 2: Confirmation of licence template letter

Dear [contact name]

Thank you for submitting your hire request form to us.

We're pleased to say the area you've requested is free on the date(s) and time(s) of your request and we'd be happy to grant a non-exclusive licence to you to use the area for the purpose set out in your request form, subject to the enclosed terms and conditions/terms and conditions already provided to you.

Based on the length of time and area requested, the full amount for the hire will be [insert amount]. You can pay us by [insert payment method(s) and details here]. We request full payment of the fee by [insert date]. We'll also require you to submit to us proof of your public liability insurance.

The safeguarding information as noted in section 6 MUST be provided along with the hire request form.

We've provided with this confirmation details of emergency evacuation procedures in the event of a fire/similar emergency. Please make sure you're familiar with these before the date of hire.

You can contact (Insert name), Facilities Manager with any questions about hiring the premises.

Kind regards,

Insert name

Facilities Manager

ghe@draytonmanorhighschool.co.uk

Appendix 3: Lettings Emergency Procedure

LETTINGS EMERGENCY PROCEDURE

Out of normal school hours

September 2021

CONTENTS

1.	EVACUATION PROCEDURE	3
2.	ROLES AND RESPONSIBILITIES	3 & 4
	DUTY CARETAKER	3 & 4
	FACILITIES MANAGER	4

1 EVACUATION PROCEDURE

On hearing an intermittent alarm:

Get ready to evacuate by bringing your letting to an end, closing windows and doors, staying where you are and listening for either the continuous alarm or the all-clear (alarm bells stop ringing).

If you are in a corridor, leave by the nearest fire exit.

During an intermittent alarm the duty caretaker will be investigating the alarm to verify if the alarm is false or real fire event

On hearing the continuous alarm:

Close windows and doors.

Leave the building by the nearest available exit and go swiftly but calmly to your muster point using outside paths.

The person(s) onsite in charge of the letting must attend the carpark muster point and check that all persons have been accounted for in a swift manner. All lettings MUST have a register in place which is always kept up to date; this register has to be brought to the muster point and a head count carried out.

The person(s) in charge of the letting must report to the duty caretaker to advise how many people they had attending the letting and if all had been accounted for. If anyone is missing this MUST be reported to the duty Caretaker who will liaise with the attending fire brigade.

Muster points

Who	Muster Point
• Lettings on main school site	Front Carpark

2 ROLES AND RESPONSIBILITIES

Duty Caretaker

- When the alarm is activated, identify the address of the activation at the control panel and go to the source immediately
- If there is a small fire and you are confident that you can fight it without any personal risk, then try to bring it under control
- If you cannot fight it or have not been able to control it with an extinguisher, leave the area immediately closing doors behind you and head to the muster point in the front carpark. Using the caretaking mobile call 999 and report the fire to the fire brigade

- If a full evacuation is necessary, ensure the alarm is changed to a continuous tone throughout the school
- Liaise with the person(s) in charge of the lettings and find out if all people have been accounted for or not.
- Go to the main gate to direct Emergency Services to the most appropriate part of the site
- Confirm to the fire brigade if all lettings and any contractors onsite have been accounted for and report anyone missing and where in the school they might be
- Remain at the main gate unless summoned by the Senior Emergency Officer to assist the Emergency Services with information or until given the all clear to re-enter the building
- Contact the Facilities Manager and report the incident as soon as possible
- Also contact Senior Caretaker to inform of the incident if not able to directly speak to the Facilities Manager
- Once all clear has been established and no incident of fire noted the following must be checked and actioned:
 1. Reset the fire alarm
 2. All internal fire doors reset to open position
 3. All automatic gates must be closed
 4. All external doors that may have been opened during any evacuation must be secured
 5. Safely reoccupy
- The Facilities Manager and or Senior Caretaker MUST be updated frequently

Facilities Manager and or MHE

- The Facilities Manager and/or Senior Caretaker will attend site as soon as possible to support if possible and required
- The Facilities Manager and/or Senior Caretaker will report the incident to the relevant senior members of staff.
- The Facilities Manager and/or Senior Caretaker will report the incident to the relevant contractors should support be required to resolve any issues relating to the incident
- The Facilities Manager and/or Senior Caretaker will provide further instruction to the duty caretaker should this be required