

THE DUSTON SCHOOL

Lettings Policy

Approved by: R&A Committee

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THE
DUSTON TDS
SCHOOL 4-19

www.thedustonschool.org

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1. Aims and scope

We aim to:

- Make sure the school's premises and facilities can be used, where appropriate, to the support community or commercial organisations
- Allow the hiring of the premises without using the school's delegated budget 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
- Hire out facilities in a way that is safe, following government guidelines and the school's risk assessment(s)

2. Areas available for hire

2.1 Available areas

The school will permit the hire of the following areas:

- Swimming Pool

3. Charging rates and principles

3.1 Rates

The rates for hiring out are listed in the scale of charges. We may decide that certain organisations or activities can use the premises for a reduced rate, or free of charge, if it supports the core aims of the school. We may decide to impose an additional cleaning fee on top of the hiring rates.

3.2 Cancellations

Cancellation terms will be detailed in the booking terms & conditions. Hirers must give at least 28 days' notice of a cancellation. Failure to give the required notice will result in a full charge being levied. It should be noted that the academy reserves the right to cancel a booking at short notice to meet the educational needs of our students or for Health & Safety reasons. Should this be necessary no charge will be levied. It is the hirer's responsibility to notify participants of any cancellation.

The school shall 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.

3.3 Review

The revenue raised from lettings is reviewed by Management and the Board of Trustees through 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 Booking form for school lettings, which you can find in appendix 1 of this policy and read the terms and conditions of hire set out in appendix 2.

The hirer should fill out and sign the booking form and submit it to lettings@thedustonschool.org.

If approved, a conditions of Hire form will be issued to the hirer which will require signing by both parties.

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 its 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.

5. Terms and conditions of hire

The terms and conditions must be adhered to in the hiring of the school premises. These can be found in appendix 2.

6. 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. 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 during school hours, or 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 to the school.

The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact Mr Peter Dewes, Designated Safeguarding Officer 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).

7. Monitoring arrangements

We will review and update this policy when the guidance on which it is based changes, or when this version of the policy otherwise stops being applicable.

Any updates to this policy will be shared with **the Board of Trustees**.

Appendix 1: Booking form for school lettings



Booking Form for School Lettings

(Please use BLOCK CAPITALS)

Name of Hirer (person, body, association, limited company)	
Address of Hirer	
Contact Number(s)	
Email Address	

Invoice Details if different to above Name of organisation	
Address	
Contact Number(s)	
Email Address	

Purpose of Hire	<input type="checkbox"/> School Hire		<input type="checkbox"/> Private Hire			
Attendees	Total No.		No. Adults		No. Children	
Single Booking	Date of Booking		Start Time		End Time	
Block Bookings	Frequency/Days	Mon	Tues	Wed	Thurs	Fri
	Start Time					
	End Time					
	Frequency/Days	Sat	Sun			
	Start Time			Start Date		
	End Time			End Date		

Booking times must allow sufficient time for preparation and clearing away before and after the event. The minimum duration of a session must be no less than one hour.

Facility Required	Swimming Pool Only
Staff teaching / Coaching Qualification (please attach)	
Confirmation of DBS (please attach)	
Number of Lifeguards provided by hirer	
Number of Qualified First Aiders	
Public Liability Insurance (please attach)	
Current Signed Safeguarding Policy & Child Protection Policy (please attach)	
Risk Assessment (please attach)	

I have read and accept the terms and conditions of Hire and I confirm that I am over the age of 18.

Signed (Hirer):

Full name:

Position:

Date:

Copy of Lettings Policy and **Swimming Pool Safety Operating Procedures (SPSOP)** attached.

You will be sent confirmation of whether this application has been accepted or rejected by email. No letting will be regarded as booked until the Conditions of Hire has been signed by the Hirer and the School.

Conditions of Hire

The **Board of Trustees of Luminara Education** Trust permits the hiring of facilities within the School (“the Premises” as set out below) on the Conditions of Hire and Booking Form attached and the following particulars apply:

Name of Hirer	
Address of Hirer	
Invoice Details	
Premises to be hired	Swimming Pool Hire Only
Hire Period	
Hire Fee	As per scale of charges to be invoiced monthly in advance of following months usage
Permitted Use	Swimming Lessons
No. of Adults / Children	
Confirmation that you have read & will adhere to the (SPSOP)	Swimming Pool Safety Operating Procedures attached
Staff teaching / Coaching Qualifications	
Number of lifeguards	
Number of qualified first aiders	
Risk Assessment	
Public Liability (minimum value £5M)	
Current Signed Safeguarding Policy & Child Protection Policy	
School Emergency Contact	01604 460004 Business Manager / Amey Site Staff 07729078526

Appendix 3: Terms and Conditions of Hire

Terms and Conditions

This agreement grants the hirer a licence to use the facilities at the dates and times indicated on the contract (agreement), subject to the following conditions

Interpretation

Health and Safety Legislation:

School: means the Board of Trustees, its employees and agents.

1. General

- 1.1 The hire of the premises will only be confirmed on receipt of the following: completed contract, public liability documentation applicable to the event(s), a detailed Risk Assessment and full payment as detailed on the contract (agreement), No publicity materials or admission tickets should be issued until the hire is confirmed.
- 1.2 It is the Hirers responsibility to ensure the numbers of attendees does not exceed the capacity agreed on the contract, Luminara Education Trust reserve the right to refuse additional entry.
- 1.3 The Hirer shall not exhibit or attach to any part of the site any notice or advertisement without the prior written permission from the Authority's Representative.
- 1.4 The Hirer may only use the premises for the purpose that has been declared and agreed with Luminara Education Trust
- 1.5 The Hirer acknowledges that they are only permitted to use the areas designated for the hire and shall ensure that all persons attending the function for which the room(s) is hired are made aware of and abide by this restriction. The Caretaker will show the Hirer the washroom facilities which the hirer and their guests are to use during the hiring.
- 1.6 Arrangements should be made for orderly parking of cars within the designated areas. Parking on grass is prohibited.
- 1.7 The room(s) must be vacated at the agreed time as detailed on the contract (agreement), Failure to vacate the room(s) at the agreed time will incur additional charges at the agreed hourly rate.
- 1.8 The room(s) must be left in a clean and tidy condition and all rubbish removed from the school and the surrounding areas. Failure to leave the room(s) in a clean and tidy condition will incur additional charges to cover the cost of cleaning.
- 1.9 Indoor soft sole trainers or other suitable soft shoes must be worn in all indoor sports areas at all times.
- 1.10 No indecent or criminal activity is permitted.
- 1.11 No betting, gambling or gaming is permitted on the school premises.
- 1.12 The hirer agrees to comply with, and use all reasonable endeavors to ensure that their guests comply with; all of our reasonable instructions intended to ensure the safety of property and/or people at the venue.
- 1.13 No alterations, additions or fittings for any apparatus, equipment or decoration shall be carried out.
- 1.14 Luminara Education Trust reserves the right to stop any activity which we reasonably believe is likely to cause damage to the interior or exterior of the venue or to risk the safety of people at the venue.
- 1.15 We regret that, other than guide dogs, hearing dogs and other assistance dogs, no pets or other animals are allowed in the venue or any of our other premises.
- 1.16 Sub-letting is not permitted for any part of the facility.

- 1.17 Children under 18 must not be left unattended/unsupervised within the premises before, during or after a session. The Hirer must ensure that all children are appropriately supervised and collected prior to leaving the premises.
- 1.18 All organisations are responsible for ensuring all DBS checks are completed for individuals who are likely to come into contact with vulnerable adults or children, with copies made available upon request.
- 1.19 Luminara Education Trust regrets that any photographic or video recording equipment may not be used on the premises without written permission.
- 1.20 No alcoholic drinks may be brought onto or consumed on the school premises (unless prior written consent is given by Luminara Education Trust).
- 1.21 No smoking will be permitted anywhere on the school premises (including in the grounds). It is the hirer's responsibility to inform all their attendees of this rule.
- 1.22 Any equipment belonging to the Hirer is removed at the end of the hire period.
- 1.23 Any complaint arising from the hire should first be reported to the Facilities site staff, in the event that the complaint cannot be resolved on site the hirer must submit their complaint in writing to lettings@thedustonschool.org within 7 days of the occasion of such complaint.

2. Contract

- 2.1 The contract is the agreement between the hirer and Luminara Education Trust; this includes the hirers contact details, invoice details if different from that of the hirer, dates, times, areas required and the cost.
- 2.2 Luminara Education Trust will only discuss account details with the person(s) detailed on the contract (agreement).
- 2.3 Once the contract has been completed and all documentation has been received and Luminara Education Trust representative will confirm the booking by signing the contract and sending a copy as confirmation of the agreement.
- 2.4 The contract should be made available upon request as proof of your booking at your chosen venue.
- 2.5 The times booked are entry and exit times, setup/pack down requirements must be included as part of the booking.
- 2.6 Luminara Education Trust only accept bookings starting on the hour. The minimum duration of a session must be no less than one hour.
- 2.7 The Contract shall automatically expire in August. Regular Hirer's are required to complete a new agreement (contract) for the new academic year starting September each year.

3. Health & Safety

- 3.1 All Accidents and Incidents must be reported to Luminara Education Trust or Amey site staff immediately.
- 3.2 It is the Hirer's responsibility to make their own arrangements for the provision of any First Aid Facilities, such as the provision of first aid training for supervising personnel and the provision of a first aid kit.
- 3.3 No fire equipment is moved or tampered with, except in an emergency.
- 3.4 The Third Party Users and its attendees shall not obstruct any corridor, passage, entrance or exit of the school premises.
- 3.5 Hirer's are required to familiarize themselves with the fire evacuation procedures prior to their event and to follow these procedures in the event of fire or the sounding of the fire alarm.
- 3.6 All emergency exits will remain clear with unhampered access and are only to be opened in the event of an emergency.

- 3.7 As a legal requirement, it is the Hirer's responsibility to ensure a thorough Risk Assessment is carried out for the specific activity in the hired area; those attending are to be made aware that they do so in all respects at their own risk.
- 3.8 Safe use of portable equipment - All use of electrical equipment brought on to the authority's premises for use by the hirer shall be suitable for 240 volt 50 hertz electricity supply in sound mechanical and electrical condition and fitted with the correct fuses. Equipment must display current PAT test sticker. All electrical equipment brought on to the premises by the hirer must be plug in to those sockets where available which are marked to show they are protected by residual current devices.
- 3.9 No open fires, candles or unauthorized electrical equipment may be used on the school premises,
- 3.10 Save for liability in respect of personal injury or death, Luminara Education Trust maximum liability to the Hirer for breach of contract, negligence or any other cause of action, is hereby limited to the hire fee paid by the Hirer.
- 3.11 The Hirer warrants that he/she is competent to carry out, instruct, train and coach the activity for which the facility is to be used. Any relevant certification must be available for inspection if requested.

4. Liability

- 4.1 Luminara Education Trust does not accept any liability for the loss or damage to the Hirer's property howsoever caused and the Hirer must ensure adequate public liability insurance cover is in place for their particular organisation / event, at a minimum of £5m.

Luminara Education Trust does not maintain a policy of insurance, which covers Third Parties (which includes the hirer and their guests).
- 4.2 The Hirer will be personally liable for all damages caused to any school property as a result of the hire and hereby agrees to indemnify Luminara Education Trust for any losses incurred as a consequence of the room(s) hire.
- 4.3 The Hirer hereby agrees to indemnify Luminara Education Trust without limitation against all liabilities to other persons (including the servants and agents of Luminara Education Trust or the Hirer for bodily injury, damage to property or other loss, which may arise out of or in consequence of the actions of the Hirer or his employees, servants or agents and against all actions, costs, claims, charges and expenses that maybe occasioned by Luminara Education Trust the claims of such persons.
- 4.4 Luminara Education Trust does not accept any liability for personal accident or illness sustained by any person it is therefore advisable to make sure that you are covered by the appropriate personal accident insurance along with Public Liability insurance.

5. Safeguarding & Child Protection

- 5.1 The Pool Hirer must have appropriate safeguarding & child protection policies and procedures in place. These should be compliant with Keeping Children Safe in Education (KCSIE).

https://assets.publishing.service.gov.uk/media/64f0a68ea78c5f000dc6f3b2/Keeping_children_safe_in_education_2023.pdf

https://assets.publishing.service.gov.uk/media/6509558022a783000d43e81f/After-school_clubs_community_activities_and_tuition_safeguarding_guidance_for_providers.pdf

6. Swimming Pool Hire

- 6.1 The Pool Hirer is required to organise their own lifeguards and will need to complete their own Risk Assessment to comply within the standard regulations.
- 6.2 During the dates/times as mentioned in the contract, the use of the swimming pool is under the overall control of the hirer, providing all of the following requirements are satisfied.
- 6.3 The Pool Hirer must agree to comply with the **Swimming Pool Safety Operating Procedures (SPSOP)** during the period of Hire.
- 6.4 The Pool Hirer must identify by name the qualified lifeguards with the minimum qualification stated above and should be able to provide this information to Luminara Education Trust if and when requested. The Lifeguards must supervise the pool at all times during the period of hire when there are members of the party present in the Pool area.
- 6.5 If, on any occasion, the pool needs to be closed because of bodily fluids being passed in the pool or its surrounding area, the Pool Hirer will be responsible for all costs of cleaning the pool (emptying, if applicable), as well as £100 per half a day while the Pool cannot be used for other Pool Hirers.
- 6.6 The Pool Hirer cannot use external equipment, unless permission has been granted prior to the hire.

7. Noise

- 7.1 If the Hirer wishes to provide music, dancing or other entertainment, the Hirer must first obtain any necessary public entertainment licenses and provide Luminara Education Trust with a copy seven days prior to the date of the booking. Failure to do so will entitle Luminara Education Trust to cancel the booking and retain the booking fee.
- 7.2 Noise levels must be contained to a reasonable level at all times and noise from the Hirer's event must not be audible in any neighboring properties. It is the Hirer's responsibility to ensure noise levels are monitored to ensure no disruption to people in neighboring properties.

8. Payment Terms

- 8.1 All one off bookings must be paid before the day of hire
- 8.2 All regular bookings will be invoiced monthly in advance of the following month's usage.
- 8.3 Payment terms are immediate. Invoices will be raised and sent to the person detailed on the contract, All invoices are to be paid in full upon receipt and prior to the usage as detailed in the statement unless otherwise agreed in writing.
- 8.4 Payment becomes late if the invoice is not paid by the Payment Terms stated on the invoice. Access to any facilities under Luminara Education Trust may be suspended or withdrawn.
- 8.5 The facilities shall be closed on a Public Bank Holiday.
- 8.6 In addition to the hiring fee a damage deposit may be requested entirely at the discretion of Luminara Education Trust.
- 8.7 Fees and hourly rates are subject to annual review and possible change at any time of the year. Luminara Education Trust will provide no less than four weeks written notification prior to any Increase.
- 8.8 Payment must be made by Bank transfer. Please ensure you include your invoice number and/or adequate reference to identify your payment.
- 8.9 Non Payment - Luminara Education Trust reserve the right to cancel your booking without liability to you and without any obligation if:
 - (a) You do not pay your invoice by the date due for such payment;

- (b) Or we have reasonable grounds to believe that you may not pay us the balance of your invoice by the due date and we have requested you to explain the position and you have not done so satisfactorily or
- (c) We discover, before you have paid your invoice, that you have deliberately concealed information, or deliberately given us incorrect information, about your intended booking in circumstances where (if you had not done so) it would have been reasonably foreseeable that we would not have accepted your booking.
- (d) We have reasonable grounds to believe that your behaviour or that of your guests is likely to result in damage to the venue or to our property and/or injury to people

9. Alterations cancellations and Termination

- 9.1 Luminara Education Trust reserves the right to cancel a booking at any time should the facilities be required by the School. In these circumstances, an alternative date will be offered or refund will be issued.
 - 9.2 Luminara Education Trust reserves the absolute right to refuse any application for hire or cancel a booking at any time without specifying a reason.
 - 9.3 Luminara Education Trust as sole discretion to request an additional 25% damage deposit against some bookings. You will be notified if this is applicable prior to confirmation of your booking.
 - 9.4 All cancellations, requested by the hirer will be administered in line with the schools lettings policy.
 - 9.5 In the event that a booking is changed, rescheduled or cancelled, Luminara Education Trust reserves the right to charge an administration fee for each individual amendment. Any damage deposits that are applicable to your application will be reimbursed to you in the event of a cancellation or should no damage occur during the event.
 - 9.6 In the event the customer requires additional sessions to their existing contract, an alteration to the account will be made and an invoice will be issued without the need to raise a new contract, once additional dates are confirmed in writing they will be covered under these terms and conditions.
- Should the Hirer fail to comply with any of the above conditions or act in any way which is or could be deemed to be in conflict with the effective running of the school, Luminara Education Trust is entitled to terminate the contract (agreement) forthwith and the Hirer and any guests will be required to vacate the premises. The decision of Luminara Education Trust will be final and binding and will in no way be liable to the hirer for the return of paid fees or any other compensation if the hire is terminated in accordance with this clause.

Any person who is not a party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 to rely upon or enforce any terms of this Agreement except that it does not affect any right or remedy of a third party which exists or is available apart from the Act.

The Hirer confirms that they have read and understood these Conditions of Hire and agrees to be bound by such terms and conditions from the commencement of this agreement.

Print Name.....

Signed on behalf of the Hirer..... **Date:**

Signed on behalf of Luminara Education Trust.....