

# THE STONEHENGE SCHOOL

# Lettings Policy March 2024

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#### **School Letting Policy**

#### 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 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

#### 2. Areas available for hire

The Stonehenge School Lettings Rates for 2024

Area *no lighting	Commercial Hourly Rate	Commercial Daily Rate (5% discount)	Community (clubs for under 18's and over 60's) Hourly Rate	Community (clubs for under 18's and over 60's) Daily Rate (5% discount)	Capacity – dependent upon the layout of the room
Main Hall (242 m2)	£50.00	£380	£30.00	£228	340
Activity Studio (149m2)	£30.00	£228	£20.00	£152	60
Drama Studio (90 m2)	£30.00	£228	£20.00	£152	35
*Multi Use Games Area (MUGA)	£20.00	£152	£15.00	£114	30
*Tennis/Netball Court (per court)	£20.00	£152.00	£15.00	£114	4 per court
*3G Pitch	£30.00	£228.00	£20.00	£152	50
Holders Road Sports Pitch		Please cont	act the school for	further details	1

Additional Requirements	Cost per hire period	Conditions of Use and Hire
ROOM LAYOUT	£10.00 -£30.00	Charge pertains to any room requiring furniture or layout to be changed at the request of the hirer and is negotiable at the time of booking
EQUIPMENT PREPARATION	Variable	This charge is for sporting and other equipment preparation, if required, and is negotiable at the time of booking

#### 3. Charging rates and principles

#### 3.1 Rates

The rates for hiring out different areas are listed in the table in the section above. 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.

#### 3.2 Cancellations

We reserve the right to cancel any agreed hiring with a minimum of 28 days' notice. A full refund will be issued if we do cancel a hire. 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.

The hirer of the premises can cancel any hire with a minimum of 28 days' notice. If less notice than this is given, the hirer shall not be entitled to a refund.

#### 3.3 Review

The revenue raised from hiring out will be reviewed by the School Business Manager 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 read the terms and conditions of hire set out in section 5, and then fill out the Hire Request Form, which you can find in Appendix 2 of this policy. Once completed, the Hire Request Form should be signed and sent to <a href="mailto:office@stonehenge.wilts.sch.uk">office@stonehenge.wilts.sch.uk</a>. Approval of the request will be determined by the School Business Manager.

If the request is approved, we will contact the hirer with details of how to submit payment in advance and make arrangements for the date and time in question. The school reserves the right to cancel the booking if payment in advance is not received. 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.

#### 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 hirer.
- 3. The hirer shall occupy the part(s) of the premises agreed upon as a non-exclusive hirer and no relationship of landlord and tenant is created between the hirer and the school by this agreement.
- 4. The hirer shall not sub-let any of the premises under this agreement.
- 5. The hirer shall not use the premises for any purpose other than that agreed upon in the agreement, 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 agreement.
- 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 shall be responsible for all matters relating to health and safety and shall be responsible for those in attendance during the specified time and must take out its own public liability insurance with a reputable insurer approved by the school and, where requested by the school, shall provide of copy of the relevant insurance certificate no less than 10 days before the start date of the agreement.
- 9. The hirer shall 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 agreement 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 agreement 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 agreement.
- 12. Any cancellations by the hirer received with less than 28 days' notice will not be refunded.
- 13. Any cancellations by the school made with at least 28 days' 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 the condition it was found in, leaving the area clean and tidy and not leaving any of their own equipment behind.
- 16. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without the prior written agreement from the school.
- 17. The hirer shall not bring on to the premises any items that are normally prohibited within the school environment including but not exclusive to vapes, cigarettes, combustible items, explosives, fireworks, aerosols, chewing gum, firearms (including props) and alcohol\*. The school buildings and grounds are all No Smoking environments.
- 18. \*Where the hirer intends to sell refreshments to attendees note that the school does not have a license to sell alcohol, and also that no food or drink is permitted in the rooms. Hirers found to be breaching the prohibited items rule will have the agreement terminated immediately with no refund due.
- 19. If the hirer breaches any of the terms and conditions the school reserves the right to terminate the agreement and retain any fees already paid to the school, without affecting any other right or remedy available to the school under the agreement or otherwise.
- 20. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
- 21. 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.
- 22. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running. Please complete the Risk Assessment Form included in the Lettings Pack.
- 23. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.

- 24. The school's lettings policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation letter issued by the school shall apply to and are incorporated in the agreement.
- 25. This agreement shall be governed, construed and interpreted in accordance with the laws of England and Wales.
- 26. The school and the hirer irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising from this agreement.

#### 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.

#### If hiring for events involving under 18s

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 <u>office@stonehenge.wilts.sch.uk</u> 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 Designated Office for Allegations (DOfA).

#### Appendix 1 - Health and Safety Guidelines for Hirers

When letting out the school premises the following health and safety guidance should be followed:

- 1. Before a booking can be agreed, the school must be satisfied that the premises are suitable for the intended use
- 2. The school and the hirer must agree the extent of the use of premises and equipment
- 3. The school will ensure that the hirer is competent to use any equipment provided by the school and that all equipment is in a safe condition.
- 4. Electrical equipment provided by the hirer must have a current Portable Appliance Test Certificate.
- 5. The school will ensure that the means of access and egress are safe for the hirer. The hirer must ensure that this is maintained during the letting.
- 6. The school will advise the hirer of any known hazards prior to their letting commencing and will request that the hirer notify the school of any hazards during the letting.
- 7. The hirer must ensure that the kitchen is restricted to authorised persons only (i.e. no children).
- 8. The school will provide the hirer with details of emergency procedures e.g. action to be taken on discovering a fire, fire evacuation etc.
- 9. The hirer must ensure that they have a mobile telephone available for making emergency calls.
- 10. The hirer must make suitable arrangements for first aid.
- 11. An incident form must be completed by the hirer in the event of an accident or incident occurring on the premises. The school's site manager/caretaker will check that the premises have been left in a safe condition.
- 12. The hirer must have regard to the national standards of qualification, experience and competence of instructors/supervisors/coaches for sporting and other activities e.g. pool lifeguard qualification.
- 13. The school requires the hirer to provide a risk assessment specific to the activity taking place during the letting. Please complete the Risk Assessment Form included in the Lettings Pack.
- 14. A fire drill involving the hirer should be carried out periodically (at least every 6 months).
- 15. The hirer is responsible for ensuring that a Personal Emergency Evacuation Plan (PEEP) is drawn up for anybody attending their session that has a physical or mental impairment which would affect their ability to evacuate in an emergency.
- 16. The hirer must keep a register during their letting for use in an emergency evacuation. The schools should have a policy and procedures in place that cover security both within and outside normal school hours. These would normally cover, for example:
  - a. Access to the site
  - b. Individuals who hold keys to the buildings
  - c. Emergency evacuation procedures
  - d. Alarm systems
  - e. Security features in the building design, such as secure entry systems

17. A designated member of staff responsible for overseeing the use of the site out of hours. When hiring out the premises, the school should ensure that the hirer is aware of its procedures and has agreed to follow them. The school should also ensure that the hire knows how to contact the school's designated person if there is an issue.

## Appendix 2 - Hire Request Form

1 - Event Information				
Name of Organisation:				
Event organiser:			elephone umber:	
Email address:			ddress (Individual organisation):	
Registered Charity/ Company registration numbers:			ctivity of rganisation:	
Brief description of the event:		1		
Maximum Number of Participants:			ge Range of articipants:	
		al: Sa	under 18s please so complete the afeguarding uestionnaire)	
Number of Supervising Adults:		Qı Sı	elevant ualifications of upervising dults:	
Where applicable have DBS checks been carried out?		W	hen? By Whom?	
Details of Premises Requested (Hall, Activity Studio, Drama Studio, Classrooms, outdoor space etc):				
Do you require carparking				
2 - Technical Information				
Do you require the use of audio equipment, for example; project etc. If so, what?				
Do you require sound amplifica	tion?			
Do you require microphones? I	f so, how many?			
Do you require CD playback, iF sound from the computer? If so				
Do you require the theatre lighting rig to be turned on for your event?				

Details of any electrical equipment you wish to bring and use:			
3 - Technician Requirements			
Do you require support on the event day (this will incur an additional cost)?			
If so, will you require support for the whole event or just the set up?			
What needs to be set up?			
4 - Layout			
Hall Layout – seating (tick in box)		Room Layout – other requirements	
Retractable seating out (224 seats)			
Retractable seating put away			
5 - Date(s) Required:			
Start Time:		Finish Time:	
(please allow time for your preparation		please allow time for your clearing up)	
6 - Refreshments			
Please indicate if you will be providing	/selling ref	reshments?	
N.B. The Stonehenge School does repermitted in the rooms.	not have a	license to sell alcohol and no food or drink is	
7 - Insurance			
The hirer must provide insurance. Ple		te below:	
Value of cover			
Expiry date			
8 - Terms and conditions			
Please find attached our Lettings Polito acknowledge that you have read a		nditions of Hire. We require you 'the Hirer' tood these conditions.	
Hirer' signature:	Hirer' signature: Date:		
All payments should be made to the sunable to accept cash or cheques.	school via	BACS on receipt of invoice. The school is	
Once completed, signed & dated, s	sand to of	fice@stonehenge wilts schuk	