



## **Casual Lettings Policy for Academic Year Sept 2022 / Aug 2023**

Reviewed: May 2022

Review date: May 2023

## Contents, Definitions and General Notes

Reference Point	Item	Page Number
<b>SECTION ONE - POLICY</b>		
	Contents, Definitions & General Notes	Page 2
A	Introduction: Managing facilities - non-school activities	Page 3
B	Local Authority In-Service Users & Emergencies	Page 3
C	Safeguarding Children	Page 3 & 4
D	After School Club	Page 5
E	Holiday Club Play Schemes	Page 5
F	Security	Page 6
G	Health and Safety	Page 6
<b>SECTION TWO - ADMINISTRATION</b>		
H	Introduction	Page 7
I	Conditions of hire	Page 7
J	Insurance	Page 7
K	Charges	Page 8
L	Application	Page 8
M	Confirmation of Booking and Payment of Charges	Page 8
N	Organisation of Lettings Arrangements	Page 9
<b>APPENDICES</b>		
Appendix 1	Terms & Conditions of Hire for Lettings	Page 10, 11,12
Appendix 2	Charge Rates for Lettings	Page 13
Appendix 3	Lettings Custodian Duties	Page 14

## Definitions and General Notes

1. **Previous Policies** – this policy supersedes any prior versions.
2. **School** – throughout this document, the term 'school' is used to refer only to Droitwich Spa High School
3. **Lettings Custodian** – For the purpose of this policy, the words 'Lettings Custodian' refer to any individual who undertakes lettings duties, either paid or unpaid.
4. **Management** – The lettings at Droitwich Spa High School are managed in house supported online by SchoolHire.

## Section One – The Casual Lettings Policy

### A. Introduction - Managing Facilities: Non-School Activities

- A1. Droitwich Spa High School has much to offer to the local community through the use of its buildings and facilities. Such use of facilities will mainly take place out of school hours. Equally, in making use of these facilities in a safe and effective way, the community is able to support the school in developing its role as a vital and vibrant part of the community.
- A2. The main principles applicable to lettings are as follows:
- Droitwich Spa High School has an agreed arrangement with SchoolHire for casual lettings of its premises via an online booking platform.
  - Droitwich Spa High School must not subsidise the overall cost of non-school lettings from its delegated budget.
  - In order to clarify respective responsibilities, all booking arrangements include agreement to the terms and conditions upon which lettings are made.
- A3. The main objectives in letting the premises are to maximise both income and community use, within the constraints of the operation of the school. The school's facilities are available for community use once agreement has been made as to the suitable purposes for which community groups wish to use the facilities

### B. Local Authority In-Service Users & Emergencies

- B1. In extreme cases, the LA may request use of Droitwich Spa High School facilities for 'emergency' purposes, e.g. as a Civil Emergency Rest Centre in instances such as floods etc. Droitwich Spa High School would comply with requests for use of this nature but again, where this is necessary, the LA recognises that host schools can expect to be reimbursed costs only for such uses.

### C. Safeguarding Children

- C1. Droitwich Spa High School has a statutory duty under Section 11 of The Children Act 2004 to safeguard and promote the welfare of children. The key message being "Safeguarding children is everyone's responsibility". This means that key people and bodies must ensure two things. Firstly, that their functions are discharged having regard to the need to safeguard and promote the welfare of children, and secondly, that the services they contract out to others are also provided having regard to that need.
- C2. Furthermore, Section 175 of The Education Act 2002 requires Governing Bodies to have arrangements in place to safeguard and promote the welfare of children attending the school. All educational establishments are subject to inspection with regard to their responsibility to safeguard and promote the welfare of children. Performance is judged on procedures and their effectiveness in terms of safeguarding children from harm.

- C3. Although in almost all casual lettings cases Droitwich Spa High School will not actually be contracting the services of hirers, it is nonetheless allowing its premises to be used for activities that may involve children. Therefore, under this legislation the School has a duty to ensure, as far as is reasonable, that these activities also comply with safeguarding responsibilities. Parents and carers may reasonably assume that because an activity is taking place within a school setting, it has therefore been checked by the School for safeguarding purposes.
- C4. 'Working Together to Safeguard Children' outlines the "common features" that all organisations that provide services for, or work with children, must have. These include policies and procedures for safeguarding and promoting the welfare of children, a designated person for safeguarding/child protection, safe recruitment practices, including arrangements for checks and renewals (DBS) on staff and volunteers, procedures for dealing with allegations of abuse against staff and volunteers, training for staff and volunteers and a culture of listening to and engaging with children.
- C5. All adults whether paid or voluntary, have a duty to keep young people safe and to protect them from sexual, physical, and emotional harm. Children have a right to be safe and to be treated with respect and dignity. It follows that trusted adults are expected to take reasonable steps to ensure the safety and well-being of children. Failure to do so may be regarded as neglect. Therefore, in allowing hirers use of the school premises, Droitwich Spa High School must have regard to its own policies in relation to safeguarding children.
- C6. Upon receipt of applications from hirers whose events specifically involve the attendance of children, Droitwich Spa High School will request to see and retain copies of relevant safeguarding documentation as proof that hirers and their staff comply with such measures. Thereafter, for more regular bookings, the school will expect hirers to monitor expiry dates of such documentation, and to be supplied with further proof of renewals where and when appropriate, upon demand.
- C7. Droitwich Spa High School can reasonably assume that groups holding valid recognitions, such as FA Charter Standards, Club Mark, or other similar accreditations, have adequate safeguarding policies and practices in place. However, proof of such will still be requested.
- C8. In allowing use of school premises, the onus must remain upon the hirer to ensure that safeguarding measures are maintained throughout. This is something that organisations are made aware of under safeguarding legislation and through their own organisational governing body, if applicable. This responsibility is also re-enforced within the terms and conditions of hire (see Appendix 1).
- C9. The Lettings Custodian will remain on site for the duration of the letting as deemed necessary by the Lettings Team. Droitwich Spa High School will look to suspend such events where, in the opinion of the DSL (designated safeguarding leader), genuine causes of concern have been raised. The school will then also need to consider taking other appropriate action, in line with its own safeguarding policies, in such cases. Use of the premises will only be allowed to continue, once the DSL is satisfied that matters have been addressed accordingly, having regard to school safeguarding policies. The school will also consider reporting any concerns about an individual's suitability to work with children and young people to Children's Social Care and to any relevant bodies governing specific hiring groups, e.g. the Football Association in the case of a junior football club.

- C10. In the case of 'one off' children's events, for example, a private birthday party, safeguarding legislation exempts such uses from the processes mentioned above and therefore hirers need not be expected to provide the school with any safeguarding documentation, etc. However, the school will still need to satisfy itself that such events will nonetheless be properly managed, e.g. appropriate child/adult supervision ratios and suitable male/female adult mix.
- C11. Given the seriousness surrounding child welfare, it is not unreasonable for the school to seek satisfactory responses to further enquiries it may wish to make in relation to the use of premises by any such organizations/individuals. In allowing use, the school must be able to satisfy itself that such events are properly run and that the welfare of children will not be compromised.

## **D. After School Clubs**

- D1. The use of the school for after school care groups run by private bodies are to be considered as special cases. Use of the school premises by groups of this nature is best regulated by way of an agreement.
- D2. The school will define the surplus accommodation that can be made available before entering into an agreement with such a group, and in doing so must consider the likely fluctuations in accommodation needs of the school in the future.
- D3. Any accommodation offered should:
- be located so as to cause minimum interference with the normal running of the school;
  - include adequate storage facilities, especially if the room is to be used by the school at other times;
  - if possible include use of safe outdoor play space - times to be negotiated with the School
- D4. Any group must:
- be registered with Ofsted, and be subject to the terms and conditions of hire, including having adequate insurance cover;
  - be able to provide evidence of membership of a relevant professional body, and also provide evidence of having appropriate full insurance cover.

## **E. Holiday Club Play-Schemes**

- E1. Holiday club play-schemes may be treated as short-term casual lettings outside normal school hours. However, such groups are still required to comply with the requirements identified in C & D above.

## **F. Security**

- F1. It is essential that the security of the school is not prejudiced.
- F2. To achieve the necessary level of security:

- A lettings custodian should open the premises and secure them at the end of the letting - such duties can be incorporated into normal duties or, if outside normal working hours, payments can be made.
- Keys should, on no account, be handed to non-employees or information relating to security systems divulged;
- If the terms and conditions have been used and something is stolen or damaged, legally there should be no difficulty, as the user will have indemnified the school against loss – the school should ask to see the insurance policy of the users.

## **G. Health and Safety/Licences**

- G1. Health and Safety legislation and the requirements of the schools Health and Safety Policy apply at all times, including those when premises are opened up to members of the community. It is essential that every letting is made using the standard terms and conditions.
- G2. Given the possibility of an accident or injury to any outside user, the following will need to be considered:
- Access to a telephone and a first aid box.
  - Whether the hirers and the school are adequately covered by insurance.
  - The hirers will need to be made aware of the procedure to follow in the event of fire.
  - All accidents and near misses on the premises, whether to hirers or the public, must be reported using form RIDDOR 3.
  - A Public Entertainment Licence is usually necessary for any events involving performances (drama, music or dancing) whether a charge is made or not. This is held by the school.
  - A Performing Rights Society (PRS for Music) licence is required by the hirer for musical performances
  - A Phonographic Performance Licence (PPL) is required by the hirer for playing recorded music
  - School equipment is not used by hirers, unless prior permission is granted. If permission is granted liability has to assured by both the school and the hirer.
  - Specific advice on the use of stage lighting and sound equipment by hirers will be given by Droitwich Spa High School ICT support on confirmation of booking.
- G3. Risk Assessment - The school must provide copies of risk assessments for any equipment or facilities that are likely to affect the Health and Safety of the hirers. Similarly, hirers must be prepared to present risk assessments appropriate to any equipment and activities being carried out on the school's premises.

## Section Two – The Administration of Casual Lettings

### H. Introduction

- H1. All applications for hire will be created via the SchoolHire online booking platform which incorporates the terms & conditions of hire for all lettings.

### I. Conditions of Hire

- I1. A full list of terms & conditions of hire appears in Appendix 1 and will also be available on the SchoolHire online booking platform. The school may add to these conditions by letter to the hirer, but none of the conditions will be deleted as they are designed to ensure protection against any incident that may occur.

### J. Insurance

- J1. Hirers' attention is drawn to the Terms & Conditions of Hire, especially the paragraphs dealing with insurance, indemnity, and liability, with a reminder that hirers are required to have appropriate public liability insurance cover.
- J2. The school must see a copy of the certificate of insurance of the hirer, a copy will be kept. The school will ensure that at the time of inspection the certificate of insurance is current at the time of the letting.
- J3. Where the hiring organisation is unable to confirm that it has its own public liability insurance cover to a minimum level of £1 million, it is a requirement that the hirer should be covered by the school's policy for hirers.

Where this is the case a premium of 10% of the hiring fee, with a minimum charge of £2.00 per event, must be paid with the hiring fee.

Organisations such as the Friends' Associations, etc., are not covered for their activities by the insurance. As in the case of any other hirer the Friends' Associations etc. must either have their own policy cover, or pay the additional premium in order to benefit from the school's policy.

The following must have their own Public Liability Insurance:

- Political Parties;
- Professional entertainment groups/individuals;
- Groups or individuals whose activities involve the generation of heat (blow torches, blow lamps, heat generating equipment);
- Martial Arts groups of all classifications.

In addition for sporting activity groups the school's insurance does not cover personal injury or property damage suffered by one participant that was caused by another participant.

## **K. Charges**

- K1. Charges will be calculated for each letting and the hirer will be informed of the charges to be made in each case, when the booking is confirmed.
- K2. When deciding charging levels, the schools will consider heating, lighting, caretaking, maintenance and repair costs plus any administrative costs, if relevant.
- K3. Price increases for lettings (see Appendix 2) are agreed by the School on an annual basis during the summer term. The increases are implemented in September.  
Notice to regular customers of changes to charges must be made before the end of the summer term.

Droitwich Spa High School is VAT registered 119 2813 19

## **L. Application**

- L1. All applicants for the hire of facilities at the school must complete the SchoolHire online booking platform which incorporates the terms & conditions of hire, which in effect is signed as the declaration that the applicant:
- accepts the conditions of hire and responsibility for the payment of the hire fees;
  - indemnifies the school against any incident;
  - either has current Public Liability insurance cover or wishes to be covered under the school's policy; and
  - has adequate Safeguarding Children documentation – where appropriate
  - holds PRS and PPL licences where applicable
- L2. Any communications about individual lettings should be made directly between the school and hirers using the message facility within the SchoolHire online booking platform.

## **M. Confirmation of booking and payment of hire charges**

- M1. On completion of the SchoolHire online booking platform, the charges will automatically be calculated as follows:
- Charges at the level determined by the school for the facilities hired.
  - Where a hirer is unable to provide details of current public liability insurance cover, it is necessary to include the hirer on the school's third party hirers' policy. To do so, the insurance premium should be calculated at 10% of the total hiring charge with the minimum charge being £2.00 per event.
  - There are exceptions when the school's insurance policy cannot apply. These are in respect of lettings to political parties, to professional entertainment promotions; to groups using heat generating equipment and to martial arts groups (see paragraph J3). In such instances it is essential that hirers provide their own insurance cover and provide policy details to the school.
- M2. All fees are payable in advance via the SchoolHire online booking platform.

M3. Assuming you are making a long-term regular booking (block booking) you are presented with two options:

1. Payment in full at time of booking
2. Payment Schedule

Please select the desired option when prompted at the point of selecting your slots.

For one-off bookings the payment schedule option will not be available.

The bank account associated with your payment card will be checked for cleared funds at the point of booking and the necessary funds blocked. The booking will then be reviewed, modified (if necessary) and then accepted. Only once we have accepted the booking will your bank account be debited. If we reject your booking the funds will be released back into your account.

M4. All correspondence regarding the letting (booking, invoice etc..) is held in the SchoolHire booking platform and will be retained as the school's record of the letting.

M5. In circumstances where further charges are required because the hirer has used premises more extensively than originally envisaged when the letting was booked, the school will advise the hirer detailing the additional charges and requesting payment by return.

## Organisation of Letting Arrangements

- N1. The Resources Manager will oversee the SchoolHire booking platform with the Senior Finance Officer administering the income from SchoolHire.
- N2. Overall approval for lettings will be authorised by the Resources Manager but operated on a daily basis by the Assistant Site Manager who will be responsible for organising the responding to SchoolHire pending requests. The Site Security Assistant will be supervising lettings during term time evenings. Wychavon Leisure will assist with supplying any additional cover requirements during non-term time and weekends, charging accordingly for the labour supply.
- N3. The Resources Manager will have discretion to charge higher rates for casual lettings than Appendix 2 would determine where the Resources Manager believes a greater commercial rate is appropriate for the casual letting enquiry or to cover costs.
- N4. Employees of Droitwich Spa High School and Sixth Form Centre are entitled to the following discounts relating to school sports facility lettings:
- a. Between 3.20pm and 5.30pm, during term time, staff have free use of the school sports facilities, the normal booking process is required and staff must produce their staff ID card as evidence of entitlement.
  - b. At all times, other than those in point a, staff are entitled to a 50% discount applied to the school sports letting charges, the normal booking process is required.
- N5. The Head teacher has discretion to decline any casual letting request.

## **Appendix 1**

### **Terms and Conditions for Letting of Facilities for Hire at Droitwich Spa High School and Sixth Form Centre**

1. All applications for the hire of accommodation must be made on the SchoolHire online booking platform which requires authorisation and payment before the accommodation is required. The person who completes the request will be considered by Droitwich Spa High School and Sixth Form Centre for all purposes to be the hirer. Where a promoting organisation is named in the application for hire, that organisation will be similarly considered to be the hirer and will be jointly and severally liable hereon with the person completing the request.

Droitwich Spa High School and Sixth Form Centre reserve the right to impose further conditions to meet the particular requirements of the hirer and may, at their absolute discretion and without reason being given, refuse to grant any application for the hire of accommodation and facilities or cancel without notice any hiring previously accepted.

2. The charges for the hired accommodation and any other additional sums payable by the hirer will be as set out as determined by or on behalf of Droitwich Spa High School and Sixth Form Centre. Droitwich Spa High School and Sixth Form Centre may at their absolute discretion and without reason being given require a deposit from the hirer in addition to the charges for accommodation. Such a deposit will be returnable after the hiring, provided there has not been any breach of Conditions 10 and 20.

3. The numbers of persons attending the function must be notified to Droitwich Spa High School and Sixth Form Centre not less than 48 hours prior to the function. Numbers notified are not to be exceeded under any circumstances except by prior agreement in writing. In no case will persons be admitted to social functions after 10.00pm and in all cases use of the accommodation must be terminated no later 12 midnight.

4. The hirer shall provide at the hirer's cost such numbers of attendants and stewards as may in the opinion of Droitwich Spa High School and Sixth Form Centre, be necessary to secure the observance and performance of the stipulations contained in these Conditions including those relating to the observance of fire precautions. Such attendants and stewards shall be the servants of the hirer, but will comply with the reasonable requirements of Droitwich Spa High School and Sixth Form Centre in the performance of their duties

5. If the hirer fails to observe and perform any one or more of the stipulations contained herein Droitwich Spa High School and Sixth Form Centre may: a) Charge to and recover from the hirer any expenses incurred by Droitwich Spa High School and Sixth Form Centre in engaging police constables or other persons to secure such observance and performances: b) Cancel any other engagements for any room or rooms in the hired premises that the hirer may have made without incurring any liability to Droitwich Spa High School and Sixth Form Centre whatsoever other than for the return of any fee paid. c) Charge to the hirer the cost of clearing the premises of litter in accordance with the provisions of the Environmental Protection Act 1990.

6. Specific written permission from Droitwich Spa High School and Sixth Form Centre must be obtained by the hirer before intoxicating drinks may be brought onto the premises. The sale of intoxicating liquor at the hired premises may only be undertaken by the current holder(s) of a Justices Licence and in accordance with the provision of that Licence. The hirer is responsible in all respects for applying for and ensuring compliance with any such Licence. Temporary Event Notice (TEN licences - max. 15 a year on a single site) are available from the council in order to carry out a 'licensable activity' on unlicensed premises in England or Wales. Licensable activity includes selling alcohol, serving alcohol to members of a private club, providing entertainment, such as music, dancing or indoor sporting events and serving hot food or drink between 11pm and 5am. The process of applying is formally known as 'serving' a Temporary Event Notice.

7. The hirer shall, if required by Droitwich Spa High School and Sixth Form Centre, supply for approval, a copy of the programme of any proposed entertainment not less than 7 days before the presentation of such entertainment.

8. No copyright, dramatic or musical work shall be performed or sung without the licence of the owner of the copyright and all such licences shall be produced to Droitwich Spa High School and Sixth Form Centre before the commencement of the hiring. The hirer shall indemnify Droitwich Spa High School and Sixth Form Centre against any infringement of copyright which may occur during the hiring.

9. The hiring does not entitle the hirer to use or enter the premises at any time other than the specified hours for which the accommodation is hired unless prior arrangements have been made with Droitwich Spa High School and Sixth Form Centre which will grant reasonable access before and after the hiring period in accordance with the availability of the accommodation.

10. The hirer shall take good care of and shall not cause any damage or permit or suffer any damage to be done to the hired premises or to any part or parts thereof or to any fittings, equipment or other property therein and shall make good and pay for the damage thereto (including accidental damage) caused by any act of neglect of the hirer, the hirer's servants, agents or any person resorting to the hired premises by reason of the use of the hired premises by the hirer.

11. Droitwich Spa High School and Sixth Form Centre will not accept responsibility or liability in respect of any damage or theft or loss of any property, goods, articles or things whatsoever placed, deposited, brought into or left upon the hired premises either by the hirer for the hirer's

use or purpose or by any other person, or left or deposited with any officer or servant of Droitwich Spa High School and Sixth Form Centre and the hirer must indemnify and hold Droitwich Spa High School and Sixth Form Centre and their servants and officers harmless in respect thereof. It is the responsibility of the hirer to provide cloakroom attendants, and Droitwich Spa High School and Sixth Form Centre employees are not permitted to assist in the cloakrooms.

**12.** Droitwich Spa High School and Sixth Form Centre shall not be liable for any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, Government restriction, strike, Act of God, or any unforeseen circumstances which may cause the premises to be temporarily closed or the hiring to be interrupted or cancelled.

**13.** The hirer shall be liable for and shall indemnify Droitwich Spa High School and Sixth Form Centre in respect of any loss, damage or injury which may be incurred by or be done or happen to the hirer or any person in the hirer's employ or any of the hirer's sub-contractors or by or to any other person or persons resorting to the hired premises by reason of the use of the hired premises by the hirer.

**14.** Droitwich Spa High School and Sixth Form Centre may require any hirer to disclose to them the arrangements (including any insurance in relation to any liability) made or effected by the hirer for damage accepted by the hirer, or in relation to any indemnify hereby given.

**15.** The hirer shall not himself let, hire or licence to any other person to let the hired premises or any other part thereof. Should the hirer fail to comply with this condition the hiring will stand cancelled and charges paid forfeited and the hirer and sub-hirer excluded from the accommodation.

**16.** The right of entry to the hired premises is reserved at any time during the hiring to any member of Droitwich Spa High School and Sixth Form Centre, any officer of Droitwich Spa High School and Sixth Form Centre on duty, any police officer on duty and any other person (whether employed by Droitwich Spa High School and Sixth Form Centre or not) lawfully undertaking duties connected with the safety or security of the accommodation, or with the health, safety or welfare of the persons therein.

**17.** The hirer, the hirer's servants, agents and contractors shall during the hiring and during such other times as they or any of them shall be in the hired premises for the purpose of hiring comply with all reasonable requirements of Droitwich Spa High School and Sixth Form Centre.

**18.** The hirer shall during the hiring be responsible for: a) the efficient supervision of the hired premises including the effective control of children, the orderly and safe admission and departure of persons to and from the hired premises and the orderly and safe clearance of the hired premises in case of emergency; b) the safety of the hired premises and the preservation of good order and decency therein; c) ensuring all doors giving egress from the hired premises shall be kept unfastened and unobstructed and immediately available for exit during the whole time the hired premises are in use and no obstruction shall be placed or allowed to remain in any corridor giving access to the hired premises.

**19.** Except with the consent in writing of Droitwich Spa High School and Sixth Form Centre, the hirer shall not cause or suffer any animal in the hirer's charge or in the possession of any person resorting to the hired premises during the hiring to enter or remain in the hired premises.

**20.** The hirer shall at the expiration of the period of the hiring leave the premises in a clean and orderly state. Hirers are reminded that in accordance with their duties under the Environmental Protection Act 1990, the Governors or the school require the premises to be left free of litter. Failure to clear the premises of litter after use may result in the Governors charging to the hirer the cost to them of so clearing, and repeating failure to remove litter after use may result in the cancellation without notice of any hiring in accordance with condition 1 hereof.

**21.** No inflammable materials shall be allowed within six feet of any light in the building.

**22.** No bolts, nails, tacks, screws, bits, pins or other like objects shall be driven into any part of the hired premises nor shall any placards or other articles be fixed thereto.

**23.** Droitwich Spa High School and Sixth Form Centre can stop any entertainment or meeting not properly conducted.

**24.** No publicity or advertising material, flags, notices, emblems or other decorations shall be displayed within the grounds and premises of the hired premises or on the gates, walls, fences and hedges forming the boundary of the premises without the previous consent in writing of Droitwich Spa High School and Sixth Form Centre.

**25.** Any lighting and audio/visual equipment supplied by Droitwich Spa High School and Sixth Form Centre shall at all times be operated by persons employed by Droitwich Spa High School and Sixth Form Centre for that purpose and no other person whatsoever shall operate or attempt to operate or interfere with the lighting or audio/visual equipment without express prior permission.

**26.** No additional lights or extensions from the existing electric light fittings, nor audio/visual equipment provided by the hirer or his agents shall be used without the previous consent of Droitwich Spa High School and Sixth Form Centre, and any such lights, extensions or equipment shall be disconnected or switched off if Droitwich Spa High School and Sixth Form Centre so requires.

- 27.** No persons other than persons directly concerned with the presentation of any function shall be permitted on the stage (if any) or in the ancillary adjoining the stage (if any).
- 28.** Except with the previous consent in writing of Droitwich Spa High School and Sixth Form Centre, no part of the hired premises shall be used by the hirer for the sale of anything whether by auction or otherwise except when the hired premises are specifically hired for the purpose of holding such a sale.
- 29.** The property of the hirer and the hirer's agents must be removed before 12 noon on the date next following the period of hiring or earlier if the following day is a school day in which circumstance the time will be decided by Droitwich Spa High School and Sixth Form Centre. If not removed, additional fees will be charged for each or part day until the same is removed. Droitwich Spa High School and Sixth Form Centre accept no responsibility for any property left on the premises after the hiring.
- 30.** Smoking is not permitted in any area, including the grounds, of Droitwich Spa High School and Sixth Form Centre.
- 31.** All scenery and costumes used for performances and the like must be fire proof.
- 32.** Written permission of Droitwich Spa High School and Sixth Form Centre must be obtained for the use of streamers, balloons or confetti.
- 33.** No exit may be blocked, chairs or obstructions placed in corridors or internal doorways, or fire appliances tampered with or removed. Please refer to condition 18.
- 34.** Any special staging or equipment required and provided by the hirer shall be a matter of negotiation between the hirer and Droitwich Spa High School and Sixth Form Centre's authorised officer.
- 35.** If the hirer wishes to cancel a single booking, written notice shall be given at least 3 clear working days, excluding bank holidays in order to be given a full refund. For cancellation of a whole series of bookings, at least 1 month's written notice is required for the complete cancellation of the whole booking. For cancellation of selected dates made within a block booking, written notice shall be given at least 3 clear working days, excluding bank holidays, otherwise the school shall be entitled to retain the fees paid. If, as a result of such cancellation, the school incurs a loss in excess of the fees paid by the hirer, the hirer shall pay to the school as liquidated damages the amount of such loss. For block bookings, a refund will only be given where the facilities are not available due to unforeseen circumstances. (A working day is classed as Monday to Friday 9am to 5pm.)
- 36.** Any complaint arising out of the hiring must be made in writing to Droitwich Spa High School and Sixth Form Centre.
- 37.** Any notice, demand or request by Droitwich Spa High School and Sixth Form Centre to or upon the hirer may be sent by ordinary pre-paid post addressed to the hirer at the hirer's address given in the hirer's application and shall be deemed to be made or served at the time when the letter containing the same would be delivered in the ordinary course of post.
- 38.** The hirer is requested to contact Droitwich Spa High School and Sixth Form Centre to obtain details of the prevailing fire precautions and security arrangements.
- 39.** The hirer is to be responsible for the conduct of his own employees, agents and contractors including all health, safety and welfare matter. The hirer must make his arrangements in such a way as to ensure at all times:- (i) compliance by him of his responsibility under the Health and Safety at Work Act; and, (ii) compliance and co-operation by himself and his employees, agents and contractors with any arrangements made by Droitwich Spa High School and Sixth Form Centre for security of the hired premises or any part thereof or to secure compliance with any duty or requirement in relation to health and safety at work.
- 40.** The hirer shall be responsible for (and shall indemnify Droitwich Spa High School and Sixth Form Centre against any breach) compliance with any statutory provisions relating to the preparation, display and sale of food for human consumption,
- 41.** The hire of accommodation does not include any right to car parking accommodation, except that vehicles bringing passengers, exhibits, fittings etc., may stand in such part of the car parking area surrounding the premises as Droitwich Spa High School and Sixth Form Centre may determine for such time as necessary at their own risk. If vehicles bringing passengers, exhibits, fittings, etc are brought onto the site then the hirer is responsible for providing car park marshals to ensure only appropriate vehicular use is made of the site.
- N.B.** Where application for letting is for an unspecified period, users should renew their application as necessary for each school year (i.e. commencing September). Such renewed application should be made not later than the end of the preceding May. Applicants are asked to notify Droitwich Spa High School and Sixth Form Centre immediately in the event of there being a change in the name and address of the person with whom Droitwich Spa High School and Sixth Form Centre should communicate regarding the letting arrangement.

## Appendix 2

### Charge Rates for Lettings:-

<b>September 2022</b>	<b>Current £ per hour</b>	<b>Suggested £ per hour</b>	<b>£ increase</b>
Sports Hall	£33.50	£36.00	£2.50
Badminton Court – single court	-	£11.00	-
Front Gym & Back Gym/Dance Studio	£31.50	£33.50	£2.00
Netball Court	£24.50	£26.00	£1.50
Tennis Court	£14.50	£15.50	£1.00
Senior Football Pitch	£37.50	£50.00	£13.50
Junior Football Pitch	£32.50	£37.50	£5.00
Running Track - Club	£31.50	£35.00	£3.50
Running Track - Adult	£4.50	£5.00	£0.50
Running Track - Junior	£3.50	£4.00	£0.50
Theatre	£25.00	£26.50	£1.50
Stage Lighting	£12.50	£13.50	£1.00
Classroom	£20.00	£20.00	-
Dining Room – use for non-sporting activities	£20.00	£25.00	£5.00
The Cabin	£25.00	£25.00	-
Woodwork Room A5 (historical arrangement)	£15.98	£16.73	75p
Blue Giraffe After School Club	£12.00	£13.00	1.00
Blue Giraffe Holiday Club	£7.50	£9.00	1.50

## Appendix 3

### Lettings Custodian Duties

#### **A. Before the Letting**

- A1. The Lettings Custodian must check the calendar within the SchoolHire booking platform for scheduled letting arrangements. Any queries to refer to the Assistant Site Manager.
- A2. The accommodation requested must be made available to the hirer, at the time agreed. If chairs have been requested, these too should be made ready for use, unless it has been agreed with the hirer that they will set out and put away the chairs themselves.
- A3. The Lettings Custodian should check the accommodation to ensure that there is no damage/theft to the accommodation/equipment prior to the letting taking place.
- A4. Unless prior agreement has been reached, hirers will not generally be allowed to enter the premises before the stipulated time. If such agreements have been made, the Lettings Custodian should note the exact time of entry.

#### **B. During the Letting**

- B1. The Lettings Custodian is not required to remain on site for the duration of the letting, unless the Lettings Team deem the booking to require the Lettings Custodian to stay in attendance.

#### **C. After the Letting**

- C1. The Lettings Custodian must ensure that the facilities have been left in a clean and tidy state by the hirer, ready for use by the school. Should the premises not be left in a satisfactory state by the hirer, then the Lettings Custodian may claim additional clearing time, and advise the Assistant Site Manager of the situation in order to review the circumstances with the hirer.
- C2. The Lettings Custodian should ensure that all lights are switched off, windows/doors locked, the premises are totally vacated and secure (including the activation of security systems, where appropriate) after the letting. The Lettings Custodian should also check the school accommodation/equipment again to ensure that no theft/damage has occurred during the letting.
- C3. If the hirer is still on the premises beyond the stipulated expiry time of the letting, the Lettings Custodian may claim up to the actual time the hirer vacated the premises.
- C4. The Lettings Custodian must also ensure that the premises were used by the stipulated hirer and that subletting of the premises has not occurred.

#### **D. Cancellation**

- D1. The conditions for the Hire of School Premises (Condition No.35), refers to cancellation of bookings and requests that hirers must give at least 3 clear working day's written notice for the cancellation of a single booking and at least 1 month's written notice for the cancellation of a regular booking. (A working day is classed as Monday to Friday 9am to 5pm excluding bank holidays.)

If a cancellation is made without adequate notice, the Lettings Custodian may claim for the letting as usual and any subsequent costs will be passed on to the hirer.