



The Dixie Grammar School  
Market Bosworth, Leicestershire

# Lettings Policy

Authorised and Owned by:	Signature	Date	Review
Head			
Chair of Governors			

## **Introduction**

The school will make every reasonable effort to ensure that the school buildings and grounds are available for community use. However, the overriding aim of the Governing Body is to support the school in providing the best possible education for its pupils. Any lettings of the premises to outside organisations will be considered with this in mind.

## **Statement of document purpose**

The document that follows is a statement of the guidelines adopted by The Dixie Grammar School in order to comply with its responsibilities for the use of the schools facilities for the purpose of external lettings.

Signed..... Headmaster

Date.....

Signed..... Chair of Governors

Date.....

## **Definition of a Letting**

A letting may be defined as 'any use of the school premises by either a community group or a commercial organisation', regardless of whether a letting fee is charged. It must not interfere with the primary activity of the school, which is to provide a high standard of education for all of its pupils.

## **Applying to use the School**

Applying to use the school premises should be made to the Facilities Manager and the Letting Agreement should ideally be filled in at least 21 days before the event.

The Facilities Manager will resolve any conflicting requests for the use of the premises, with school functions always receiving priority.

The Facilities Manager is responsible for the management of lettings, in accordance with the school's policy, but the Headteacher retains overall responsibility.

If the Facilities Manager / Headteacher has any concern about the appropriateness of a particular request for a letting, he / she will consult the Chair of Governors, who has the authority to determine the issue on behalf of the Governing Body.

The Governing Body has the right to refuse an application and no letting should be regarded as 'booked' until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been confirmed in writing.

## **Letting Agreement**

Once a letting has been approved, a letter will be sent to the hirer, confirming the details of the letting, along with a copy of the terms and conditions (Appendix B) and the letting agreement (Appendix C).

The letting agreement needs to be signed and returned to the school before the letting can take place. It should be signed by a named individual and the agreement should be in their name, giving their permanent private address.

The named individual applying to hire the premises will be invoiced for the cost of the letting.

All letting fees will be paid to the school.

## **Safeguarding**

**The Hirer shall ensure that where any letting involves activities aimed predominantly at children, and/or the activity is positively supported by the school for the attendance of children, they have appropriate safeguarding policies and procedures in place and that they, themselves and those persons likely to have contact with children, have been subject to Enhanced Disclosure and Barring Service checks. The school reserves the right to require the Hirer to produce evidence that enhanced DBS checks have been carried out on all persons and to review safeguarding policies and procedures and to impose any additional requirement they consider appropriate in connection with the hiring. If for any reason the school is not satisfied then they reserve the right to cancel any hiring and there shall be no liability to the Hirer other than to refund any hiring fee or deposit paid.**

## **Charging Policy**

The Dixie Grammar School is responsible for setting the charges for the letting of the school premises, as set out in the approved scale of lettings charges (Appendix A).

All charges for hire will be quoted and agreed prior to the booking and stated on the booking form which will be completed and signed by the hirer as acceptance of this charge

A non - returnable deposit of 25% of the hire charge is required with the return of this form to confirm the booking

An invoice will be issued before the booking takes place and will be paid in full prior to the booking. Failure to pay may result in the cancellation of the booking

In the event of charges not being paid in accordance with these conditions, the school may cancel all further booked periods without notice.

All charges are subject to annual change at the discretion of the school

All cheques should be made payable to 'The Dixie Grammar School'

### **Affiliated Groups**

Recognised affiliated groups will be eligible to a reduced rate when booking the school facilities.

A list of affiliated groups is held by the school. The Headteacher will have overall responsibility for approving groups eligible to be on the affiliated groups list

## **Sub Letting**

**The hirer shall not sub-let the premises, underlet or share possession with any other parties.**

## Appendix B

### **Conditions of Hire**

1. Acceptance of the hire agreement is deemed to be acceptance of these conditions and the hirer shall be responsible for compliance with these conditions. For ease of reference, The Dixie Grammar School is referred to as 'the school' within this document.
2. Applications for the hire of facilities should normally be made at least three weeks in advance.
3. The hirer may not assign or sub-let the hire of the school's facilities.
4. The use of the premises must not interfere with the proper working of the school or impair its efficiency or security. In particular, the hirer acknowledges that they will not have exclusive use of the site.
5. The school reserves the right of entry to any hired rooms at any time by its staff or appointed agents.
6. Use of the premises is limited to the accommodation hired and necessary facilities such as toilets.
7. The timing of hiring must be strictly adhered to, and access to the premises for any preparatory work for the event, and clearing up at the end of the event, must be covered by the hiring period. Hired rooms must be left in good order and vacated no later than the time agreed on the booking confirmation. The school reserves the right to levy an additional charge should this condition not be observed.
8. Hirers must provide evidence at the time of booking that they have taken out a minimum of £5,000,0000 Public Liability Insurance with a reputable insurer.
9. The hirer will indemnify the school against any damage, theft, losses, claims, demands, actions, proceedings, costs or expenses arising as a result of the booking. This includes the cost of reinstating, repairing or replacing any part of the premises which is damaged, destroyed, stolen or removed as a result of the booking. The evidence of the school as to the cost or expenses incurred shall be accepted by the hirer as final, on production of reasonable proof.
10. The school may cancel a booking to hire facilities if:
  - The facilities are required for school use.
  - There has been any damage to the property or breach of these conditions during previous use of the premises by the hirer.
11. The school reserves the right to cancel a booking at short notice due to circumstances beyond its control, eg electricity failure, weather conditions etc.

12. Cancellations: For single event bookings, the hirer must give at least 4 weeks' written notice of cancellation. For notice less than 4 weeks, the school reserves the right apply the following cancellation charges plus any out of pocket expenses incurred:

- 2 – 4 weeks' notice – 25% of hire charge;
- 1 – 2 weeks' notice – 50% of hire charge;
- Less than 1 week's notice – 100% of hire charge.

For regular weekly bookings, the hirer must provide 7 days' written notice of cancellation. For 3-6 days' notice, a 50% cancellation charge will apply, and for less than 3 days' notice full hire charges will apply.

13. Payment of Charges:

- All hire charges must be paid within seven days of receipt of invoice.
- The school reserves the right, on proper notification, to invoice the hirer for any charges arising from excessive cleaning time incurred as a result of the hirer failing to leave the accommodation in a reasonable condition, or for repair of the premises or equipment damaged by the hirer, or resulting from the hirer failing to vacate the premises by the time stipulated in the hire form.

14. Smoking is not allowed anywhere in school buildings or on school grounds.

15. The school will not accept responsibility for any items that are left on the premises after a period of hire. The school will keep any found items for a maximum of seven days, and then the items will be disposed of.

16. Attendance and behaviour:

- The hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approved.
- The hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated. The hirer shall at all times provide an adequate number of supervisors for any activity and those supervisors shall be present throughout the hiring period. The hirer shall be liable for damage caused by unruly or inappropriate behaviour.
- It is the hirer's responsibility to ensure that all those attending are made aware of their responsibilities, and the school's and hirer's insurance arrangements.
- The school reserves the right to exclude individuals or companies that it considers undesirable or inappropriate.
- The hirer must not use any part of the school's premises for any illegal purpose or in such a manner as to bring the school into disrepute.
- Hirers must show appropriate consideration to neighbours and keep noise to a reasonable level. Abusive language will not be tolerated.

17. No animals are permitted on any part of the school premises at any time with the exception of guide dogs.

18. Car parking is permitted in designated areas on the school site, subject to availability. All vehicles are parked at owners' risk.

19. First Aid: It is the hirer's responsibility to ensure that appropriately qualified First Aid attendants and equipment are available for their event.

20. Disabled access is not available in all areas. It is the hirer's responsibility to draw our attention to any disabled access required at the time of booking so we can advise on any rooms which would not be suitable.

21. Emergency Evacuation Procedures: Hirers shall familiarise themselves with the fire precautions in force on the premises and with the means of evacuation in the event of a fire, bomb warning or any other threat to safety. The hirer is responsible for ensuring that persons attending are made aware of the evacuation procedures. Fire and other exits must be kept clear at all times.

22. Alcohol: In no circumstances shall alcoholic drinks be supplied at any function without prior written consent. Applications must be made in writing at the time the hirer applies for the use of the premises. The school can apply for the temporary event notice from the local Licensing Authority on your behalf and if permission is granted for alcoholic drinks to be supplied, it will be the responsibility of the hirer to ensure that a Temporary Event Licence is displayed for the duration of the event. The hirer agrees to comply with all conditions and limitations attached to the Temporary Events Notice. A minimum of 10 working days notice is required to submit the Temporary Event Notice Application and the cost of the application will be in addition to the hire fee.

23. Safeguarding and Sports Coaching: The school is committed to safeguarding and promoting the welfare of children and young people, and expects hirers and their representatives to share this commitment. Hirers providing sports coaching to children under 18 years should ensure that they and their staff hold the relevant qualifications and DBS clearances to meet legal requirements. The school will require evidence of your safeguarding procedures and this will be covered by way of separate correspondence.

24. By Laws & Licences – Public Entertainment In the case of lettings for music, singing, dancing or stage plays, the entertainment must be for a closed organisation such as a society or club, or by invitation only. All other entertainments are classified as public entertainments, in which case any proposal to use the school for public entertainment must be discussed by the hirer with the local District Council.

- Any hirer who uses recorded music in its activities or performs live music is responsible for checking with the local District Council whether a licence is required and if so, to obtain one.
- The hirer must obtain a public entertainments licence from the Council for any public music, singing and dancing.
- The hirer must not infringe copyright, and in the case of musical entertainment the requirements of the Performing Rights Society must be fulfilled.
- The hirer must obtain all licences required for any stage play production.
- Any hirer using films and television as part of an exhibition must make appropriate enquiries with the local District Council whether the exhibition is exempted from, or requires, a licence under the provisions of the Cinemas Act 1985 or any statutory modifications thereof.
- The school reserves the right to request copies of any consents or licences obtained in order to comply with the above provisions.

25. Any lighting and audio/visual equipment supplied by the school shall at all times be operated by persons employed by the school 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. Photography, Marketing & Publicity:

- The taking of photographs on the premises which may contain images of the students is not permitted unless prior authorisation in writing is obtained from the school.
- If the Hirer is going to advertise the event in advance, the hirer will submit to the school for approval a draft of any post or advertisement relating to the event, and comply with all requirements that the school may reasonably impose in relation to content/publication.
- No event advertisement of any type may be displayed inside or outside the school premises by the hirer without the prior written approval of the school.

27. Sub Letting – The hirer shall not sub-let the premises, underlet or share possession with any other parties without the prior written agreement of the school.

28. Vacation of Premises – The hirer shall ensure that the premises are vacated promptly at the end of the letting session. The hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult.

28. The Dixie Grammar School reserves the right to modify or vary any of these conditions or regulations or to impose special conditions where the nature of the circumstances demands.

Confirmation by Hirer:

I hereby agree to uphold all of the above Conditions of Hire, and understand any misuse of the school facilities by any member of the user group/individual may result in the user group/individual being stopped from using the facilities.

I confirm I am over 18 years of age.

Signature of Individual Hirer or User Group Representative: .....

Representative: Print Name: .....

Name of Group (if applicable): .....

Please sign and return one copy of this document to the The Dixie Grammar School, Station Road, Market Bosworth. CV13 0LE

If the hiring is for a group, please ensure your members have access to the second copy and are aware of its contents.



## Appendix C

### LETTING AGREEMENT

(Please complete this form in block capitals)

Facilities required

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Other requirements  
(e.g. chairs set out, equipment, etc)

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Dates and times

---

Purpose of letting

---

Name of organisation

---

Will you be supplying alcohol  
at the event

☐

Yes

☐

No

Do you have you insurance to  
cover the event

☐

Yes

☐

No

Full name of hirer

Mr/Mrs/Miss 

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Address of hirer

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Contact Number 

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Signature of hirer

---

Date

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Please complete and return to the school at least 21 days before the event. We will confirm the booking and notify you of the charges.

### LETTINGS INDEMNITY FORM

INSURANCE COVER – To comply with the conditions of the hiring agreement.

I hereby indemnify the school against any claims made against it arising from the use of hired premises. In addition I accept responsibility for any claims the school may have for any damage to its property arising from its use during my hire.

I maintain a Public Liability Insurance Policy, the details of which are as under:

Policy Number \_\_\_\_\_ Expiry Date \_\_\_\_\_

Name and Address of Insurance Company: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Indemnity Limit: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### SAFEGUARDING

The hirer agrees that systems are in place with regards to safeguarding measures as per the lettings policy:

Name: \_\_\_\_\_

Name of Organisation: \_\_\_\_\_

Purpose of Letting: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

DECLARATION (Please read before signing)

I have received a copy of the Lettings policy and Terms and Conditions for the Letting of School Premises and agree to be bound by them. I agree to pay the charges due as required and hereby certify that the premises and grounds will be used only for the purpose stated.

I am over 18 years of age.

Signature \_\_\_\_\_ Date of application \_\_\_\_\_

NAME (BLOCK CAPITALS) Mr/Mrs/Ms/Miss \_\_\_\_\_

**Please return this form to the school, do not complete anything below this line**

☐ Applicant Informed that the facilities required  
are available for the time and date(s) requested Date: \_\_\_\_\_

☐ Necessary Licence Applications made Date: \_\_\_\_\_

☐ Invoice Issued Date: \_\_\_\_\_

☐ Invoice Paid Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_