



RICKMANSWORTH SCHOOL

Premises Lettings Policy

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Table of Contents

OVERVIEW	1
Purpose	1
Review Process	1
Aims	2
Areas available for hire	2
Available areas	2
Charging rates	3
Charging rates and principles	4
Rates	4
Additional charges	4
Cancellations	4
Force Majeure	5
Review	5
Subletting and No Tenancy	5
Dogs	5
Insurance	5
Car Parking	5
Application process	5
Terms and conditions of hire	7
Additional Information to be supplied by Clubs, companies and Groups	9
Data Protection	10
The categories of hirer information that we collect and hold include:	11
The lawful basis on which we use this information	12
Where we rely on consent to process personal data about individuals, we ensure that we obtain that consent freely and in a positive manner. Anyone whose personal data is processed on the basis of consent can withdraw that consent easily and quickly. See “Requesting access to personal data & individual rights” listed below”.	12
Requesting access to personal data & individual rights	12
Contact	13
Safeguarding	13
Appendix 1: Fire Evacuation Plan	15

OVERVIEW

Purpose

The purpose of the policy is to set out the terms, conditions and process under which Rickmansworth School hires out its facilities.

A reference copy of this document is kept on the shared drive and it will be brought to the attention of all members of staff.

Review Process

This document will be reviewed in accordance with our policy review process on a yearly basis or on the introduction of new or amended relevant legislation.



Tony Walker
CHAIR OF GOVERNORS



Matt Fletcher
HEADTEACHER

Aims

We aim to:

- Use the School's premises and facilities, where appropriate, to support community and commercial organisations.
- Charge for the use of the premises to cover the costs of hire and, where appropriate, raise additional funds for the School.
- Ensure that letting activities do not interfere with the School's primary purpose of providing education to its students.

Areas available for hire

Available areas

The School will permit the hire of the following areas:

- Sports Hall
- MUGA
- Dance Studio
- Drama Studios
- Classrooms
- Playing Fields
- Main Hall
- Dining Hall Extension
- Conference Rooms
- Atrium/Learning steps
- Learning Resource Centre
- Music Rehearsal Rooms

Available Hours for facility hirers:

Monday - Friday 17:00 – 22:00, Saturday and Sunday 08:00 – 18:00

Further information on the School's facilities are available on the [School website](#)

In addition, all facilities are available on the [School Hire](#) site.

Charging rates

The rates for hiring each area are as follows:

AREA	COST
Sports Hall*	£55 per hour plus VAT
MUGA	£22 per hour 1/3 £55 per hour Whole Plus VAT
Dance studio	£35 per hour plus VAT
Drama studio	£35 per hour for large studio £22 per hour for small studio £50 per hour for both studios All plus VAT
Classrooms	£15 per hour for Sports Centre £13 per hour for Main School
Playing fields	9 a-side: £40 per game or £70 back to back Full size: £50 per game or £90 back to back £75 for 2 hours training session **
Main hall	£55 per hour
Canteen Extension	£25 per hour
Conference room	£25 per hour
Atrium/Learning steps	£35 per hour
Learning Resource Centre	£25 per hour
Music Rehearsal Rooms (Small)	£8 per hour
Music Rehearsal Rooms (Large)	£18 per hour

* subject to the availability of HMRC exemptions from charging VAT

** VAT applied where additional services provided in addition to the rental of the fields

Charging rates and principles

Rates

The rates for hiring out different areas are listed in the table in the section above. The School 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. In the interest of promoting partnerships with the community which it services, the School may offer discounted rates to the following organisations:

1. Registered charities
2. Schools within 10 miles of Rickmansworth School
3. Local Community Groups

This discounted rate is known as the “community” rate as distinct from the ‘commercial’ rate as listed above and will be approved by the Director of Finance & Business Operations.

Additional charges

Where deemed appropriate the School will make additional charges to cover the setup, take down and additional cleaning required from a specific hire. These will be made clear prior to the booking being confirmed.

Service	Lettings Rate (£)	Community Rate (£)
Equipment Hire	Subject to negotiation	Subject to negotiation
Use of Computer and Smartboard	Subject to negotiation	Subject to negotiation
Refreshment/Meals	Prices discussed with individuals/organisations depending upon requirements.	Prices discussed with individuals/organisations depending upon requirements.

Cancellations

The School reserves the right to cancel any agreed hiring. A full refund will be issued if the School cancels 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 30 days’ notice. If less notice than this is given, the licensee shall not be entitled to a refund.

Force Majeure

The School shall not incur any liability to the Hirer if it is unable to provide any or all of the Facilities by reason of any cause or circumstances outside its control including but not limited to strikes, accidents, war, fire, flooding, reduction in or failure of power supplies, hurricanes or other 'acts of god'.

Review

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

Subletting and No Tenancy

No School Facility may be sublet, or reassigned to any other organisation or individual nor assign or sublet any right or benefit under it without the prior written consent of the Provider.

Nothing in the Hire Agreement shall have the effect of giving exclusive possession to any part of the School to the Hirer or creating any tenancy between the School and the Hirer.

Dogs

Dogs are not permitted to any part of the school premises except for Guide Dogs.

Insurance

The Academy shall insist that all commercial or public organizations wishing to arrange a booking should have at least £5m public liability insurance to cover any claims. Confirmation of the existence of this insurance should form an integral part of the booking process. Provision of the certificate is required by the Academy prior to accepting the booking. In addition, the Academy must have arranged adequate Hirers Insurance to cover any claims resulting from booking by individual or small organization without public liability insurance. The Lettings Manager is responsible for ensuring the cover is in place.

Car Parking

Parking at is the Hirer's own risk; within the School the speed limit is 5 mph.

Application process

Those wishing to hire the premises should access the School's booking facility School Hire either via the [School website](#) or [School Hire site](#). Lettings requests will be sent to the Lettings Manager for authorisation.

The hirer will be asked to confirm that they meet the School's criteria and confirm agreement with the School's terms and conditions as set forward by this policy.

If the request is approved, payment will be taken immediately from the card details entered at the time of request being submitted.. The Lettings Manager will 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 and other documentation listed in the terms and conditions.

The School reserves the right to decline any applications at its discretion, in particular where the organisation does not uphold the values of the school, or reputational damage may occur.

The fees for all facility hire, whether one off or block booking are required in full prior to the hire taking place. Therefore, payment in advance or at the time of booking is the normal practice unless otherwise agreed with the Director of Finance & Business Operations. Where there are multiple interested parties for a specific facility/time slot, the School will give priority to schools, clubs and companies that can commit to the following:

- Block bookings
- Entering into a community use agreement

Priority	Criteria	Please tick
1	Currently hold National Governing Body (NGB) Club Mark	
2	Working towards NGB Club Mark within 12 months of first usage and meeting all priority 3 criteria.	
3	Minimum Operating Standards <ul style="list-style-type: none"> - Child Protection Policy - Public Liability Insurance - Activity risk assessment specific to the Rickmansworth Sports Facilities. - Membership database with emergency contact details. - Emergency procedures and accident log. - Accurate list of active volunteers and paid workers: <ul style="list-style-type: none"> -Role title -DBS -NGB qualification -First Aid Provision 	

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, shall not be entitled to set off any amount owing to the school against any liability, whether past or future, of the school to the licensee.
3. The hirer shall occupy the part(s) of the premises agreed upon as a non-exclusive licensee and no relationship of landlord and tenant is created between the hirer and the school by this licence.
4. The hirer shall not sub-licence any of the premises under the licence.
5. The hirer shall not use the premises for any purpose other than that agreed upon in the licence, as set out in the hire request form.
6. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the licence.
7. The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.
8. The hirer 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 a copy of the relevant insurance certificate no less than 10 days before the start date of the licence. 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.
9. The hirer shall indemnify and keep indemnified the school from and against:
 - a. any damage to the premises or school equipment;
 - b. any claim by any third party against the school; and
 - c. all losses, claims, demands, fines, expenses, costs (including legal costs) and liabilities, arising directly or indirectly out of any breach by the hirer of the licence or any act or omission of the hirer or any person allowed by the hirer to enter the premises
10. Save that nothing in the licence shall exclude or limit either party's liability for personal injury or death arising from the negligence of either party or any other liability that cannot be excluded by law, the school shall not be responsible for any losses of a direct or indirect nature, and its maximum liability to the hirer shall not exceed the total fees paid or to be paid to the school by the hirer under the licence.
11. Any cancellations by the hirer received with less than 30 days' notice will not be refunded.
12. Any cancellations by the school made will be refunded in full or an alternate date offered, except in the case of misconduct where no refund will be offered.

13. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
14. 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, by the end of the time stated on the application form.
15. Any electrical goods that are brought onto the site and used as part of the hire should have an up to date portable electrical appliance test sticker.
16. The School is a non-smoking environment in the building and the surrounding grounds. Hirers must comply with this requirement.
17. Reasonable care should be taken to adequately protect the surface. The wearing of footwear likely to cause damage to the surface is forbidden. Persons found wearing such footwear will not be permitted to enter the facility. The Management wishes to emphasize that it is the responsibility of the person hiring the facility to ensure the maintenance of order. Any misconduct by any person using the facility may result in the hirer and his organization being refused any further bookings.
18. 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.
19. If the hirer breaches any of the terms and conditions the school reserves the right to terminate the licence and retain any fees already paid to the school, without affecting any other right or remedy available to the school under the licence or otherwise.
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. Hirers holding an event within the school premises may require a temporary event notice, these should be obtained by the hirer with the approval of the Estates Manager. Some events require licenses for entertainment, lotteries or alcohol. These licenses should be obtained by the hirer 28 days before the event. Hirers will be expected to outline their intentions for any events that could require licenses and a copy of any licenses should be kept by the Lettings Manager.
23. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running.
24. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
25. The school's premises hire policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation letter issued by the school shall apply to and are incorporated in the licence.
26. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.

27. 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 licence.

Additional Information to be supplied by Clubs, companies and Groups

28. The Hirer (if a club, company or group) agrees to record the throughput of participants of every session/hire and provide these figures to the school on a monthly basis using the designated form provided. Figures are required as a consequence of grant funding and shall be used to support future funding bids to enhance the school's sporting facilities.

29. The Hirer (if a club, company or group) will provide a copy of their National Governing Body Club Mark certificate to the school prior to any lettings agreement commencing.

30. The Hirer (if a club, company or group) will unless they have an NGB Club Mark provide the following documents to the school prior to their lettings agreement commencing:

- Child protection policy
- Public Liability Insurance certificate
- Activity Risk Assessment and Covid-19 Risk Assessment
- Confirmation of having a membership database with emergency contact numbers
- Emergency procedures and accident log
- Listing of active volunteers and employees stating:
 - Name
 - Role title
 - DBS certificate number
 - NGB qualifications
 - NGB staff to user ratios
 - First Aid procedures and details of qualified first aider(s)

31. To satisfy Money Laundering Procedures, the Hirer will provide a copy of their bank statements with the account number and sort code visible. The School may also request to see original photo ID for the directors or owners of any company or organisation who hires the school facilities.

Data Protection

Collecting and storing hirer information

We process personal data relating to hirers and their associated staff.

We will not give information about our hirers or their staff to anyone without consent unless the law allows us to do so.

Storing hirer data

We will keep information relating to a letting for a period of 6 years after the last date of hire.

We will only keep your information for as long as we need it or for as long as the law requires us to. Most of the information we have about you will be in our hirers file.

Any personal data that we are required to keep about our hirers is securely stored, with limited access for staff. You will not suffer any detriment or harm by having it stored on our secure systems. We do use a third party supplier as a data processor as they provide us with software to enable us to manage the administration of our lettings, this is an internet based package. There are a limited number of staff who have access to this system. Each member of staff has a unique username and password and these are not shared with anyone. The third party supplier has access to the system for maintenance and operational reasons, we have a data sharing agreement in place with this supplier.

We use the hirer data to:

- Administer and manage the bookings of the school facilities
- To ensure compliance with Safeguarding Statutory Regulations
- To ensure compliance with Health and Safety Statutory Requirements
- To ensure compliance with Insurance Regulations
- To process financial transactions necessary for the hire of our facilities and comply with Financial Regulations

The categories of hirer information that we collect and hold include:

- Personal information (such as – name, address, phone number, email address)
- Special Category data (such as – Criminal Activity – DBS number)
- Insurance Details
- Coaching / Professional accreditation information

The lawful basis on which we use this information

All data we process is in accordance with the rules as laid down in statute, including the General Data Protection Regulations and Children Act 2014.

Where we rely on consent to process personal data about individuals, we ensure that we obtain that consent freely and in a positive manner. Anyone whose personal data is processed on the basis of consent can withdraw that consent easily and quickly. See “Requesting access to personal data & individual rights” listed below”.

Please note that the main reasons for our processing of personal and sensitive information is due to

1. We need to, to comply with the law
2. We need to, to carry out a task in the public interest
3. We need to, protect someone’s interests
4. To communicate with you/hirers

If you would like to discuss this in greater detail please contact the school’s Data Protection Lead.

Who will see your personal data

We will only share your information with people who have a legal or operational reason to see it.

CCTV

Our school uses Closed Circuit Television cameras for the purposes of monitoring our premises. There are visible signs showing that CCTV is in operation and images from this system are securely stored where only a limited number of authorised persons may have access to them. We may be required to disclose CCTV images to authorised third parties such as the police to assist with crime prevention or at the behest of a court order.

Requesting access to personal data & individual rights

The General Data Protection Regulations and associated Data Protection Act 2018 allows individuals the right to access the information that we hold about them. To make a request for information please contact the Data Protection Lead on 01923 773296 or alternatively email dpo@rickmansworth.herts.sch.uk

You also have the right to:

- object to processing of personal data that is likely to cause, or is causing, damage or distress
- prevent processing for the purpose of direct marketing
- object to decisions being taken by automated means
- in certain circumstances, have inaccurate personal data rectified, blocked, erased or destroyed; and
- claim compensation for damages caused by a breach of the Data Protection regulations

If you have a concern about the way we are collecting or using your personal data, we request that you raise your concern with us in the first instance.

Contact

If you would like to discuss anything in this privacy notice or request information please contact the Director of Finance & Business Operation or our DPO on dpo@rickmansworth.herts.sch.uk

Please note our Statutory Data Protection Officer details are below:

Matthew Lantos, Rickmansworth School, Scots Hill, Croxley Green, Herts, WD3 3AQ

dpo@rickmansworth.herts.sch.uk

Alternatively, should we not be able to provide a satisfactory answer to your request in the first instance, you may wish to contact the Information Commissioner's Office (ICO) directly using the following details:

Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF

0303 123 1113

Safeguarding

The School is dedicated to ensuring the safeguarding of its students.

It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the facilities.

If there is a possibility that those hiring the premises will come into contact with students, for example if the hire occurs during school hours, or when students may be present in the school (during after school clubs or extracurricular activities), the School will ask for confirmation that the hirers have had the appropriate level of DBS check and request an up to date copy of the organisation's safeguarding policy.

Appendix 1: Fire Evacuation Plan



FIRE / EVACUATION PROCEDURE

PLEASE NOTE: ALL EMERGENCY EVACUATION OF THE BUILDING MUST FOLLOW THIS PROCEDURE

It is imperative that all fire doors are used only in the event of an emergency and are kept closed at all other times

IF YOU DISCOVER A FIRE: Immediately operate the nearest fire alarm call point.

FIRE ALARM AND EMERGENCY EVACUATION IS DISTINGUISHABLE BY ONE CONTINUOUS BELL

ON HEARING THE ALARM: -

Immediately evacuate the building, taking everyone in your charge through the nearest exit

Lettings Staff – call the Fire and Rescue Service. Pick up registers, visitors book, grab bags immediately and leave the building through the nearest exit.

- Always use the nearest exit and close doors on leaving
- Do not stop to collect personal belongings
- Do no re-enter the building

Out of Hours Assembly Point - Sports Centre Car Park opposite Innovation & Design Building.

- The Lettings Supervisor will verify that the Fire and Rescue service has been called.
- In the event of a missing person, report immediately to the person in charge.
DO NOT GO BACK INTO THE BUILDING.
- In the event of a missing person thought to be still in the building, the person in charge will aim to locate their whereabouts from outside the building in order to inform the Fire and Rescue service.

RESPONSIBLE PERSON:

The Director of Finance & Business Operations is the responsible person for keeping the Fire & Emergency Evacuation Plan up-to-date.

WHO CALLS EMERGENCY SERVICES:

The Lettings Supervisor or Duty Manager will call the Emergency Services. Staff are not required to do so as many people calling 999 may cause a delay in response.

ACTION TO BE TAKEN ON DISCOVERING A FIRE:

Any person discovering a fire should leave the building by the nearest fire exit breaking a call point on the way out. That person should let the Duty Manager / person in charge know as soon as possible where the location of the fire is. All Staff should follow the procedure as identified below in this document.

DETAILS OF CALL POINTS:

All Fire Call Points are marked clearly on the Evacuation Plan.

LOCATION AND TYPE OF EQUIPMENT FOR TACKLING FIRES:

All Extinguishers and Gas Cut-off Valves are marked clearly on the Evacuation Plan. Staff should only tackle a fire if they feel comfortable to do so and have had the required training. Rickmansworth School does NOT expect the staff to tackle a fire or put themselves or students in any danger.

ARRANGEMENTS FOR ISOLATING MACHINERY OR POWER SUPPLIES:

Science, Technology and Kitchen staff should isolate the Gas Supplies before exiting the building. This should be done on the way out after hearing the Evacuation Bell. Staff are trained on how to isolate these supplies in the areas mentioned above. Gas Isolation Valves are marked on the Evacuation Plan.

OUR PRIORITY IS TO ENSURE THAT:

All members of the Rickmansworth School community are evacuated from the building calmly and safely
Everyone is aware of the procedure for evacuating Rickmansworth School in the event of a fire alarm