

## Introduction to Phoenix Lettings Policy and Conditions of Hire

Thank you for your interest in Phoenix Facilities & Services Ltd, which is referred to as Phoenix Lettings throughout this document.

We invite you to read through our Phoenix Lettings Policy and Conditions of hire prior to completing our application form. The terms and conditions set out in this document comprise the **contract** between the Hirer and Phoenix Lettings. In addition, Phoenix Lettings reserves the right to update and/or amend the terms and conditions at any time.

Applications and relevant documents should be returned to phoenix@det.org.uk, please feel free to contact us if you have any questions.

Phoenix Lettings forms part of the Dunraven Educational Trust. Education of our students is a key priority and any lettings of our premises will be considered with this in mind.

Phoenix Lettings will not proceed with your application, if there is reason to believe that the name of the school may be brought into disrepute. Decisions on whether to permit lettings will be delegated by the Board of Directors.

Phoenix Lettings welcome both established organisations with evidenced Public Liability Insurance and Policies as well as the one-off individual Hirers.

## Safeguarding

Phoenix Lettings is committed to safeguarding and promoting the welfare of children. We expect all staff, hirers, parents, volunteers and any visitors to our schools to share this commitment.

Any organisation using the school facilities out of hours where hiring involves activities for children are required to provide satisfactory evidence that there are clear DBS checks in place. Hirers must also confirm that they have appropriate safeguarding training, safeguarding policies and procedures in place that adhere to the latest DfE (2025) **Keeping Children Safe in Education 2025** guidance and **Safeguarding guidance for providers**. If Hirers fail to meet the requirements, Phoenix Lettings reserves the right to refuse or cancel bookings.

If Phoenix Lettings or the school receives an allegation relating to an incident that happened when a hirer was using the school premises, the school will follow their own safeguarding policies and procedures including informing the LADO (Local Authority Designated Officer).

Each school has their own Safeguarding Policy, key contacts and Safeguarding Governor. For more details please refer to the individual school websites. Further Safeguarding information can also be found on the **Dunraven Educational Trust website**.

The Hirer shall ensure that where a hiring involves activities for children they have appropriate safeguarding policies and procedures in place. If for any reason the school is not satisfied, they reserve the right to cancel bookings.

## Data Protection (UK GDPR)

Phoenix Lettings follow the Dunraven Educational Trust's Data Protection Policy. Any organisations using the school facilities must ensure that they have appropriate policies in place to safeguard individuals who have data stored about them.

Organisations are reminded to comply with data protection requirements when taking and publishing photos or videos online, ensuring that they respect individuals privacy rights. This includes obtaining consent from individuals featured in the content, safeguarding any personal data captured, and being transparent about how the media will be used and shared.

For all our Company Policies, including Health and Safety, CCTV, please refer to the **Dunraven Educational Trust website**

## Financial Statement and Procedures

Trustees who form The Board of Directors are responsible for setting charges for the letting of the school premises. Charges for lettings will be revised annually along with the terms and conditions for Hire. The changes will take effect from 1st September each year, Hirers will be notified one month in advance. The charges for lettings take into account all operational costs to the school including wear and tear and a profit element. Charges are set exclusive of VAT. Please note VAT will be added as appropriate to the letting charge.

The Board of Directors have agreed to define lettings under the following categories:

- **Partner lettings:** non-profit making organisations and institutions which work very closely with the school and whose activities are likely to support the pupils of the school. The fee may be remitted or discounted
- **Community lettings:** non-profit making organisations and institutions based in the local community. The fee may be discounted
- **Commercial lettings:** All other lettings. These lettings will be charged at full cost

There is a minimum hire period, charges for lettings will be calculated as a minimum letting fee plus an hourly rate.

- Hirers will be invoiced and requested to make payment within a stipulated time frame, this is dependent on the type of booking and will be categorised as one of following, one off, short-term and long-term bookings, payment will be required within 7, 14 or 30 days
- Non-regular Hirers wanting to make an advanced booking and where the cost exceeds £150 will be required to pay a holding deposit to secure the booking (20% of the total amount) full payment must be made 7 days prior to the hire date
- Hirers should specify any additional facilities they require and detail this in their application form; if permission is granted the Hirer may be required to pay an additional fee or a one off deposit to cover the duration of hire
- Payment is to be made via BACs or via bank transfer, we cannot accept cash or cheque payments

## Cancellations & Amendments

- All cancellations or amendments must be made in writing to Phoenix Lettings
- Where written notice is received at least 7 days prior to the proposed date of use, any fees paid for the relevant letting or session will be refunded
- Where written notice is received less than 7 days before the proposed date of use, the letting fee will not be refunded and any deposit held will be retained.
- For long-term or regular hirers, the Trust may, at its discretion, offer a credit against a future letting where cancellation or amendment is due to exceptional circumstances. Decisions are made on a case-by-case basis
- Phoenix Lettings will try to accommodate requested amendments to existing bookings, but availability is not guaranteed. Amendments requested less than 7 days before the booking date may not be accepted and are subject to availability

## General Conditions of Hire

- The Hirer who must be over 18 years of age must complete and sign the application form
- Hirers may be required to agree and sign a Service Level Agreement, we will provide further information on receipt of application forms
- No dogs allowed onsite except registered guide dogs
- Smoking/ vaping is not permitted in any part of the school building or associated grounds
- No alcohol is permitted in any part of the school building or associated grounds
- There is no on-site parking available
- CCTV is in operation at all times on the school premises. For further information concerning the Trust CCTV Policy email Phoenix@det.org.uk
- The Hirer is responsible for arranging any First Aid provision for their organisations members whilst on the premises and should have a fully stocked First Aid Kit. During initial introductions, we will make Hirers aware of the locations of the community Defibrillators onsite
- Hirers must comply with data protection legislation (UK GDPR) and requirements when taking and publishing photography
- Any portable equipment used on the school premises must have a current PAT test certificate (Portable Appliance Testing)
- The Hirer or their associated guests should report any breakages or damage to school property immediately by email with any supporting images to
- The Hirer agrees to pay to Phoenix Lettings on demand the cost of repairing or making good any loss or damage to the school or equipment. Hirers will be required to sign an Indemnity agreement.
- It is the responsibility of the Hirer to ensure that the accommodation used is left in a clean, neat and tidy condition. If in the opinion of the site supervisor the premises are not left clean, the cost will be recovered from the Hirer
- Phoenix Lettings cannot accept responsibility for damage to, or the loss or theft of, hirer's property. It is the responsibility of the hirer to make his/her own insurance arrangements if required

- When classrooms are hired, the hirer will be responsible for ensuring that any school property, work and school equipment is not interfered in any way
- The premises may only be used within the specified hours and times agree for the booking
- The Hirer shall not sublet, share or assign any part of the premises without prior consent and shall not use the premises for any other purpose than that for which it has been Hired. For Health and Safety reasons the external recreation area should not be used without prior consent
- The Hirer must not do or permit any act that might constitute an illegal or immoral activity affecting the school premises
- The Hirer shall not cause nuisance or annoyance to the occupiers of any adjoining or neighbouring premises
- It is the duty and responsibility of the Hirer to be aware of the evacuation procedures in the event of an emergency
- Increased hire fees may apply for bookings taking place on Bank Holidays, during the Christmas closure period, or for sole lettings when school premises are ordinarily closed. Any applicable increased fees will be communicated and agreed prior to confirmation of the booking.

## Rules and Expectations for Hiring our Facilities

- Children or students attending the school site must be supervised at all times
- No food or drink to be consumed in classrooms , sports hall or drama hall
- All litter to be placed in bins or recycle bins
- If hiring a classroom, table and chairs should not be moved, specific room layouts can be requested on the application form
- No children or students in rooms without a member of your staff
- No formal, hard soled or heeled shoes to be worn in the sports hall
- All bags must be left in the changing room lockers and not left unattended outside
- Main hall - no activities using heavy balls or heavy equipment

## Lettings Premises Team

The Lettings Premises Team members are not allowed to change the start or finishing time of a letting without first consulting the Phoenix Lettings Manager.

The Lettings Premises Team, is responsible for:

- Opening the premises at the time agreed by the Hirer and the school
- Unlocking room(s) to be hired and checking they are in a safe and satisfactory condition for the letting
- Ensuring the security of the site at all times while the letting is taking place, regularly patrol the premises and monitor the entrances being used
- Checking the premises at the end of the letting (with a representative from your group) to ensure that the premises have been left in a clean and tidy condition
- A member of the Lettings Premises team will be contactable by phone throughout the duration of the letting

**Hiring organisations or visitors to the school who are unable to adhere to the rules or the expectations will be asked to leave the site and their bookings cancelled, without refunds.**