Harrietsham Church of England Primary School

Lettings Policy

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Responsibility:	Headteacher
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Governor signature:	Rebecca Emson (Chair)
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Harrietsham Church of England Primary School

Lettings Policy

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School Context:

Harrietsham CEP Vision Statement

We are a warm, welcoming, and inclusive school rooted in our rural community. Like the mustard seed we grew from tiny beginnings and our branches are now spread wide –providing support and taking our values beyond the school gates. All those in our community feel safe and nurtured - able to flourish and grow academically, spiritually, emotionally and physically to achieve their full God-given potential.

"Nurtured we flourish"

We are a nurturing school. As such we believe in, and follow, **The Six Principles of Nurture** in all of our practice.

1. Children's learning is understood developmentally.
2. The classroom offers a safe base.
3. The importance of nurture for the development of wellbeing.
4. Language is a vital means of communication.
5. All behaviour is communication.
6. The importance of transition in children's lives.

Our Values

The roots of our vision are in the parable of the Mustard Seed.

'The kingdom of heaven is like a mustard seed, which a man took and planted in his field. Though it is the smallest of all seeds, yet when it grows, it is the largest of garden plants and becomes a tree, so that the birds come and perch in its branches'.
Matthew 13 31-32

In order to grow and reach our potential, everything that we do in school is driven by our vision and underpinned by our core Christian values of:

Love, Fellowship and Forgiveness

Philosophy:

Provided there is no interruption to school use of the premises, part of the school buildings and grounds may be let to outside bodies after the end of the school day, at weekends and during the holidays, in order to:

- Raise income for the school.
- Better integrate the school into the local community.
- Familiarise individuals with the school, who may become pupils or their parents.
- Satisfy some of the needs of local individuals, groups and organisations.
- Increase the use of facilities that are under used by the school.

Implementation:

Bookings are made through the representative of the school (School Business Leader), as authorised by the Governing Body, and confirmed in writing.

- School activities have priority.
- No bookings are confirmed more than 4 months in advance although provisional bookings may be made at any time.
- Outline charges are set by the Headteacher / Governors and reviewed annually.
- Specific charges are set at the time of the agreement.
- Payment is in advance for single lettings.
- Payment is in instalments for a series of sports facilities lettings that comply with VAT exemption regulations.
- Any letting agreement should be updated and reviewed at least annually.
- A diary is kept covering all school, PTA and outside use of the premises and grounds after school, in evenings, at weekends and in holidays.

Users sign an agreement that covers:

- Terms and conditions relating to type of, and length of, use.
- Safeguarding procedures.
- Cancellation.
- Damage.
- Insurance.
- Charging - *This should be in accordance with the schools lettings price list.*
- Restrictions on use.
- Licensing for the sale of alcohol, or public performances.
- Parking.

Roles and Responsibilities:

The school authorised representative (Business Leader) is responsible for the construction and regular update of the lettings diary.

Any necessary member of staff is responsible for informing the authorised school representative a term in advance, of events outside teaching hours, which will use the school premises.

Opening and closing the school is undertaken by the Site Manager, or a casual caretaker, or by prior agreement with an authorised member of the staff. Some long-term lettings may hold school keys for the period of the letting with prior agreement with the Headteacher.

Supervision during the letting is the responsibility of the user. The user is also responsible for the security of the area of the school being used.

When a risk assessment is completed by the user or the school, in relation to the premises or activity or equipment involved, the user must ensure any controls are complied with.

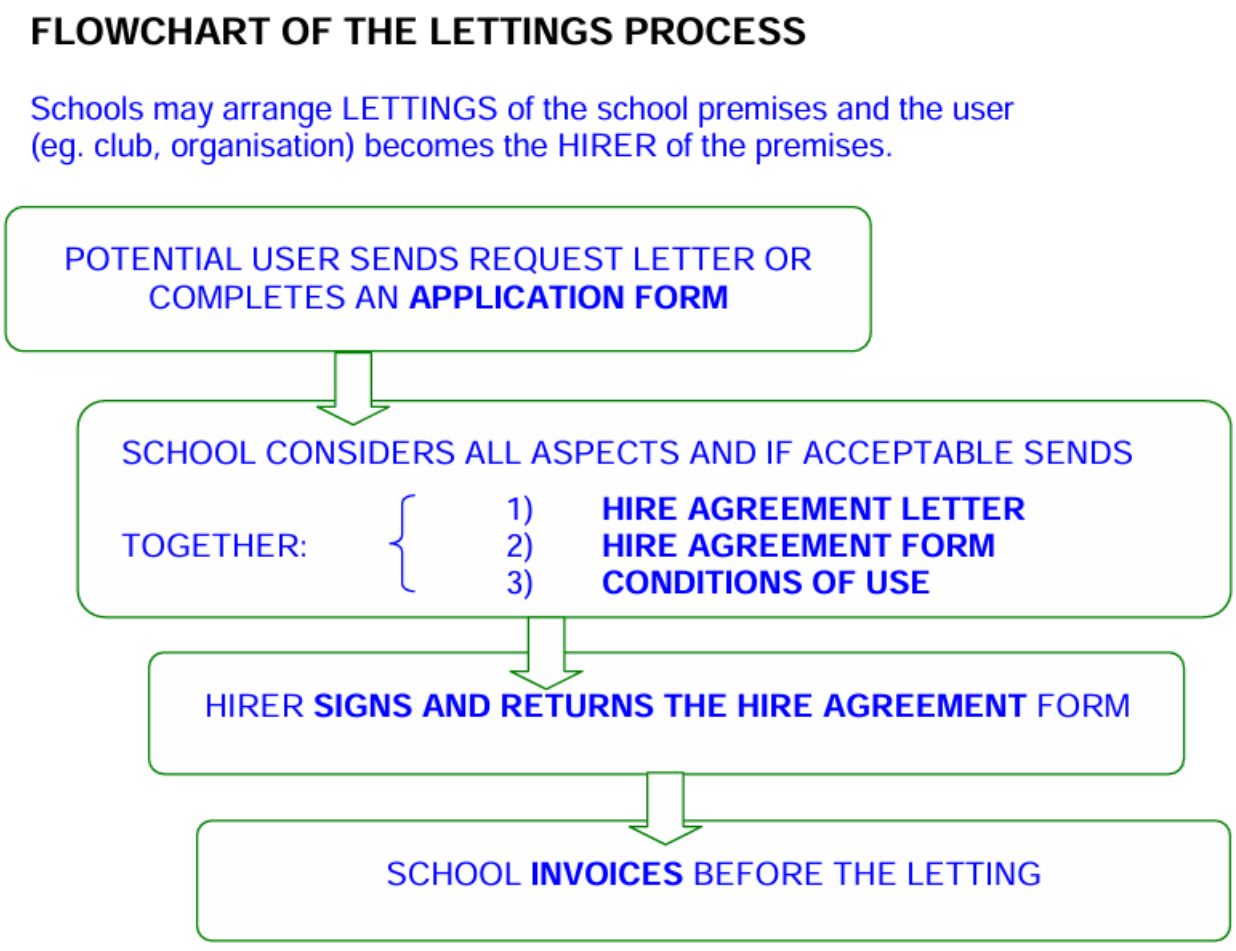
Pre-letting checks are made by the Business Leader.

Post-letting checks are made by the Site Manager and reported to the school authorised representative.

The authorised representative will ensure that excess wear and tear on the buildings and equipment is avoided and will follow up unsatisfactory lettings to resolve issues.

Lettings with include activities for children, or which are run on school site with our children or when our children are present, will need to provide us with a copy of their Safeguarding and Child Protection Policies as well as with DBS checks and ID checks.

Lettings Process:



Monitoring & Evaluation:

Lettings should be evaluated to assess the additional income raised for the school, less the cost of any reasonable wear and tear to the furniture and fabric of the school, made during lets and costs of additional heating and caretaker's payments.

Relevant Forms & Documents:

KCC advice on school lettings can be found here: Lettings advice and guidance

Appendix 1 – Lettings Price List
Appendix 2 – Lettings Application Form
Appendix 3 – Hire Agreement Letter
Appendix 4 – Hire Agreement Form
Appendix 5 - Conditions of Use

Appendix 1 – Lettings Price List

Facility being hired	Cost per hour	Additional fees
School Hall	£20.00	Plus staffing costs to open and close building
Car Park	£10.00	Day rates are negotiable
School Field	£15.00	Day rates are negotiable

Please note that school facilities can only be ordered in quantities of half an hour or one hour blocks.

Appendix 2 – Lettings Application Form

To Request the Use of Harrietsham Church of England Primary School *This form to be completed by the applicant and submitted to the Business Leader.*			
Name of Organisation			
Applicant's Full Name: **Address and Post Code:**			
Telephone No:			
Email address:			
Use to be made of the premises		**Maximum number of persons using site**	
Accommodation required		**With / without heating**	
Days		**Dates**	
Times (including preparation and clear up time)			
Furniture and equipment requirements			
Insurance certificate available / unavailable*			
Caretaking requirements (opening, closing, for duration etc)			
Risk assessment will be provided for the activities listed here / **Risk assessment not required** (delete as applicable)			
Signed		**Dated**	

***Commercial hirers must have their own insurance** of at least £5,000,000 to be seen and copied by the school. For non-commercial hirers the KCC insurance will be applied at 3.15% of the hire charge unless own insurance seen and a copy attached.

For office use only:	**Date**
Application Approved / Refused (delete as applicable)	
Hire Agreement Letter & Hire Agreement Form & Conditions of Use sent together	
Risk Assessment acceptable / not required	
Insurance Seen / KCC Insurance included (delete as applicable)	
DBS checks seen / not required	
Leader ID seen	
References received	
Hire Agreement Form signed & returned	
Invoice(s) Issued	
Invoice Number(s)	
Payment(s) Received	

Appendix 3 – Hire Agreement Letter

Dear Hirer,

LETTING OF SCHOOL FACILITIES

Thank you for your lettings request.

I can offer the following:

Dates/Times/Facilities/Space/ Equipment/Furniture
as shown on the enclosed Hire Agreement Form. Or full details of all space including WCs/ car parking/items/equipment included in the let etc and Day(s), Date(s), Times from start to finish (not times of function but to include preparation and clearing up time - eg. when the caretaker is needed)

Charge(s)
As shown on the enclosed Hire Agreement Form. Or £xxx for use of the facilities plus £xxx for specialist equipment eg Stage Lighting, VAT charge £xx (if applicable) and £xxx insurance charge. Payable by xxx date.

Insurance
Proof of insurance cover from your insurer or broker will be required. As yours is a commercial or political organisation, the KCC Hirers' Liability Insurance cannot be applied (or: as yours is a non-commercial organisation, you can take advantage of the KCC Hirers Liability Insurance Scheme for a contribution to the cost amounting to 3.15% of the letting charge).

Risk Assessment (optional paragraph if appropriate)
The activity you will be carrying out requires a risk assessment to be completed by you. Please complete the HSE's "Five steps" form or other suitable pro forma and return to me with the signed Hire Agreement Form (or by xxx date)

Agreement
Your use of the School facilities is subject to the "Conditions of Use" as attached.
Please sign and return the Hire Agreement Form (and risk assessment if applicable) as soon as convenient.

If you have any problems or questions or wish to arrange a visit please contact me.

Yours sincerely,
Jackie Chambers
Headteacher

Attached: Hire Agreement Form & Conditions of Use

Appendix 4 – Hire Agreement Form

From Headteacher: Jackie Chambers **School**: Harrietsham Church of England Primary School	HIRE AGREEMENT No:
Name of Hirer:	
Further to your application I am pleased to offer the following facilities:	
Accommodation/ Furniture/Equipment	
Use to be made of facilities	
Date(s) & Time(s)	
Charge	
Insurance arrangements	
Caretaking arrangements	
Risk Assessment required	**Yes / Not required** (delete as appropriate)
Headteacher's Signature:	**Date:**
Your use of the school facilities is subject to your agreeing to the **Conditions of Use** as attached. Subject to your agreement would you please sign and return the form as soon as possible	

To: …… **Headteacher** …… **School**	HIRE AGREEMENT No:

I am satisfied with the details shown above and in the letter and confirm that we accept the Conditions of Use. We have the appropriate insurance cover / require KCC Insurance cover *(delete as appropriate)*	
Name:	
Organisation:	
Address:	
Risk Assessment: (if required)	Attached / Not required (delete as appropriate)
Signature:	**Date:**

Appendix 5 – Conditions of Use

Harrietsham Church of England Primary School

Conditions of Use for a Letting

Use of School premises for a letting must be agreed in advance and confirmed in writing by both the user and the authorised representative of the school. The agreement will include the fee, appropriate VAT and any other charges payable. These are reviewed in advance of the second and succeeding years. It must be recognised that school use of the premises takes priority and that there may be occasions when arrangements have to be changed (where possible these will be advised at the time agreement is reached). Formal confirmation of bookings will be made termly when school requirements have been finalised.

If the user wishes to cancel a specific booking or set of bookings, five clear working days notice must be given of the cancellation, in which case the school will charge a cancellation fee of a quarter the total fees due. If less than five days notice is given, the whole of the fees may be charged by the school. When regular weekly / monthly bookings have been made, cancellation will result in a negotiated fee according to the opportunities available for re-letting the facility.

Standard rated VAT is payable on lettings as applicable unless the letting is to a school or club that meets the ten sessions rule and more generally the VAT regulations in full, in which case the lettings will be exempt from VAT. Therefore, a refund for a cancellation may break the series and result in VAT being chargeable on all the lettings. Full details of the VAT regulations are available from the HMRC website in the Internal Guidance Manual for Land and Property section 18.

Damage or loss of any kind sustained to the premises, fixtures and/or fittings, furniture and/or other chattels therein arising out of or in connection with use of the school shall be made good at the expense of the user within one month by the school or, by agreement, by the user and to the satisfaction of the school.

The users are required to make arrangements for suitable insurance cover (currently a minimum of £5 million for each and every claim for public liability) with a reputable company in respect of claims which might be made against them by a third party for accidental injury including death or accidental loss, or damage to property arising out of, or in consequence of, the letting and to cover the school, and must produce proof of the policy before the letting is contracted.

However, if non-commercial users are unable to provide insurance cover which meets the council's requirements, cover must be arranged through the KCC Hirers Liability Policy, for which a contribution towards the cost of the KCC Hirers' Liability Policy equal to 3.15% of the total hire charge will be levied in addition to the hire charge itself. The user will be responsible for the first £350 of each and every property damage claim.

The charge for a letting payable by the user includes for the user to enter the facilities, tidy / clean up after use and then lock up before leaving the premises i.e. without school personnel involvement.

It is the user's sole responsibility to control entry of all visitors at the entrance allocated and to ensure that only those people known to them are allowed access to school premises. The entrance and any other external doors that are unlocked must be controlled by responsible adults at all time during the period of the letting. On completion of the letting, a check must be carried out to ensure that all windows have been shut and secured, and all visitors have left the premises.

The user shall not cause or permit any nuisance or disturbance to other occupiers or users at the school or to occupiers of neighbouring properties.

The user should be aware of the appropriate action to be taken in the event of fire or other emergency. They should know where extinguishers are located and how to use them, how to obtain assistance from the emergency services and the location of fire exits.

The Health and Safety at Work, etc Act, 1974 (as amended) imposes duties not only on employers in respect of their employees but also on persons having control over places of work or places where plant or substances are used and on anyone who by virtue of a contract has an obligation in relation to such a place. The duties are to ensure as far is reasonably practicable, that the facilities and means of access are safe and without risk to health. Users must comply

with the school health and safety policy, a copy of which is available on request and on our website: Harrietsham Church of England Primary School - Policies.

If agreement is given for the use of the schools meals facilities/canteen, KCC regulations must be observed.

All rubbish, empty containers, crates, etc must be removed from the premises by the user immediately after the letting has taken place and before the caretaker locks up. Furniture and equipment is to be left as found unless other arrangements have been agreed with the school's authorised representative.

The use of materials for preparing floors for dances and the wearing of shoes likely to damage floors, especially in any hall, is prohibited.

The premises shall not be used for any purpose other than that for which agreement has been granted nor shall any areas of, or furniture/equipment in, the school but not included in the letting agreement be used without express permission; in such cases an extra fee may be payable.

The user must have written permission from the school before arranging for alcoholic drinks to be consumed on the premises. Under The Licensing Act 2003 the users are responsible for Temporary Event Notices (TENs) to the district/borough council and local police. Alcoholic drink may not be brought onto the premises while students are present and are to be cleared from the premises when the event ends.

No public performance of a play, cinematography exhibition, public dancing, singing, music or other public entertainment of the like shall be performed in or close to the premises unless any necessary licence for the same shall first have been obtained from the appropriate authority and all necessary measures taken to fulfil the conditions of the licence. It may be that KCC blanket PRS (Performing rights Society) or PPL (Phonographic Performance Ltd) Licences will cover some situations but this aspect must be cleared in advance with the school. Temporary Event Notices (TENs) are required not only for any sale/supply of alcohol, but also for regulated entertainment (eg. live and recorded music and performance of dance) and late night refreshments.

Vehicles are not allowed on the playground or playing field unless specifically agreed in writing. Vehicles may be parked in the school car park at the front of the school or in the visitor carpark. Vehicles must be positioned such that the Emergency Service have clear access to the rear of the school via the side gate. Parking on the roadway where double yellow lines are displayed is not permitted. Control of parking is the responsibility of the user. No responsibility can be taken by the school for any damage to vehicles sustained whilst in the school grounds.

No landlord and tenant relationship shall be created.