



Preston & Wingham Primary Schools
Federation

Lettings Policy

Reviewed – 13/07/2015

PRESTON & WINGHAM PRIMARY SCHOOLS FEDERATION

POLICY FOR THE LETTING OF SCHOOL PREMISES

Provided there is no interruption to school 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.
- Familiarize individuals with the school, who may be 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

Nothing in this policy shall allow for interruptions to, or curtailment of, school use of premises and the school reserves the right to cancel or vary any arrangement for letting made in order to comply with its obligations.

Implementation

Bookings are made through the representative of the schools, as authorized by the Governing Body (Executive Headteacher or Head of School), and are 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
- The VAT liability of the letting is determined 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
- The 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
- Cancellation
- Damage
- Insurance
- Charging
- Restrictions on use
- Licensing for the sale of alcohol, or public performances
- Parking

Roles and Responsibilities:

- The school authorised representative is responsible for the construction and regular update of the lettings diary i.e. the school secretary.
- Individual teachers are responsible for informing the authorised school representative a term in advance, of events outside teaching hours, which will use the school premises
- The chair or secretary of FOPS / PTFA will liaise with the Head of School regarding events outside teaching hours, which will use the school premises

- Opening and closing the school is undertaken by an agreed member of school staff or a member of the governing body by prior agreement
- 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
- The user will complete a risk assessment in relation to the premises or activity or equipment involved, The user must provide the school with a copy of this risk assessment and ensure any controls are complied with
- Post-letting checks are made by the Head of School
- 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
- assurance that the organisation concerned has appropriate policies and procedures in place with regard to safeguarding children and child protection and that relevant safeguarding checks have been made in respect of staff and volunteers. If assurance is not achieved, an application to use premises may be refused.

It is not the policy or intention of the school to permit lettings for village events, for which the Village Hall is more appropriate, or any other private, commercial, political or other use. The Governing Body will delegate to the Chairman and Executive Headteacher the determination of any individual letting arising from implementation of this policy. Their discretion and decision will be final.

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 any access payments.

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REQUEST FOR HIRE OF SCHOOL PREMISES

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| Section 1: To be completed by Hirer and submitted to the school secretary. | |
| Section 2: To be completed by Executive Headteacher and returned to hirer for agreement. | |
| Section 3: To be completed by Hirer and returned to the school secretary. (Payment to be made prior to the date of hire.) | |
| PLEASE PRINT CLEARLY | |
| SECTION 1 | |
| Person or Organisation hiring premises: | |
| Name and address of applicant: | |
| Telephone No. of applicant: | Home: Work: |
| Date(s) and Time(s) of booking | Date(s): Times(s): From: To: |
| Accommodation required (usually hall only) | |
| Purpose for which school premises required | |
| Maximum number of persons for event | |
| Own insurance applies? (Hire Condition 5) | YES/NO Details: |
| Other licences to be obtained? (Hire Conditions 15, 18 and 19) | Liquor Licence? YES/NO Public Entertainment? YES/NO Performing Right? YES/NO |
| Special requirements: e.g. caretaker duties, prior permission items) | |
| SECTION 2 | |
| Approval is given for the letting described in Section 1. Agreed special arrangements: | |
| The cost of the hire will be as shown and is to be paid before the date of hire. | |
| Signed for the school and KCC | Signed: Date: |
| SECTION 3 | |
| On behalf of the Organisation referred to, I agree to pay the charges shown above before the date of hire. I accept the Conditions of Hire, which are reproduced overleaf. | Name: Signature: Date: |
| GENERAL STATEMENT - HEALTH AND SAFETY AT WORK ACT | |
| Section 4 of the Health and Safety at Work Act 1974 imposes duties in relation to those who are not their employees, 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 or tenancy, has an obligation in relation to the maintenance or repair of such a place. The duties are to ensure, so far as is reasonably practicable, that the places, the means of access thereto or | |

egress therefrom are safe and without risks to health.

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CONDITIONS OF HIRE FOR SCHOOL PREMISES

- 1) Payment for the hiring must be made before the date of the hiring to the school secretary. In all cases, the school acts under the authority of Kent County Council (KCC). All special arrangements in relation to the hiring are to receive the prior permission of the Executive Headteacher, or Head of School. All correspondence shall be conducted with the school secretary.
- 2) The scale of charges is reviewed annually in the Autumn Term for the forthcoming financial year.
- 3) The school reserves the right to cancel any hiring without giving any reason thereof.
- 4) Damage of any kind (except that caused by accidental fire, which is covered by KCC's own insurance) sustained by the premises, fixtures and fittings, furniture and other chattels therein arising out of or in connection with the hire, shall be made good at the expense of the hirer within one month, to the satisfaction of the school.
- 5) KCC normally arranges insurance cover on behalf of hirers in respect of Condition 4 and the hirers' liabilities to third parties arising out of or in connection with the hire. An appropriate amount is included in the charge for the hire of the premises. Hirers will be required to bear the first £25 of each claim for damage.
- 6) However, commercial undertakings hiring the premises must make arrangements for suitable insurance cover with a reputable company in respect of claims which might be made against them by (a) third parties for personal injury or loss or damage to property arising out of or in consequence of the hiring and (b) KCC under Condition 4, and must produce the Policy for approval on behalf of KCC if requested to do so.
- 7) On days when school is in session, no article (such as pianos, tables, flowers etc.) may be delivered at the school without prior permission. Alcoholic drinks may not be brought on to the premises while the school is in session and children are present and all empty containers, crates, etc., must be removed from the premises before school resumes after the hiring has taken place.
- 8) The number of persons using the premises shall not exceed the numbers identified in the school's Fire Risk Assessment. Free access to all exits from the hall shall be maintained throughout the period of hire. The premises must not be used in any way such as to cause nuisance or annoyance to nearby residents. Dogs are **not allowed** on the premises without prior permission.
- 9) Smoking is **not allowed** on the premises.
- 10) Unless otherwise specified, the hiring agreement relates to the use of the school hall and adjacent toilets only. Access to other parts of the school is **strictly forbidden**. Use of any resources is not allowed without prior permission.

- 11) The use of any materials for preparing floors for dance and the wearing of shoes likely to damage floors is prohibited. No alterations or additions to the fabric of the school shall be made without prior permission.
- 12) It is the responsibility of the hirer to ensure that the consumption of fuel, heating and lighting is kept to the minimum throughout the hiring.
- 13) Users of electrical equipment, which is privately owned, are responsible for ensuring that it is in a safe condition and that it has been inspected for safety, at least **annually**, by a competent person.
- 14) The premises shall not be used for any purpose other than that for which permission has been granted. The school does not hold a Public Entertainment Licence. Hirings are to be for private functions, which must not be advertised publicly.
- 15) The hirer is responsible for obtaining any licence necessary if intoxicating liquor is to be available during the hiring.
- 16) Parking of vehicles is restricted to the school car park. Parking on other areas of the school premises, including the playing fields is not permitted without prior permission.
- 17) It is not intended that the kitchens be made generally available as part of a hiring. Such use is at the discretion of the Executive Headteacher.
- 18) No public performance of a play nor any cinematograph exhibitions nor any public dancing, signing, music or other public entertainment of the like kind shall be performed in the premises unless any necessary licence for the same shall first have been obtained from the appropriate authority and all the necessary measures taken to fulfil the conditions of that licence
- 19) Copyright Act 1956: In order to conform to the conditions of the KCC licence relating to copyright musical works at premises under their control, the person(s) responsible for the performance of such works must submit details to the Performing Right Society. In all cases, the person(s) responsible for the performance must obtain permission of the Performing Right Society and provide evidence of such permission to the school.