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**Lenham Primary School**

**Letting Policy**

**January 2014**

**Version Control**

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**Version 1.0 26.04.10**

**Version 2.0 03.05.13**

**Lettings Policy**

1. **Introduction**

Letting of the school buildings and grounds when not required for the normal day-to-day running of the school is encouraged.

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
* Encourage extra-curricular activities for pupils, including those from other schools.
1. **Areas available for letting**

Areas of the school available for letting and covered by this policy are:

* School hall
* Classrooms
* School grounds
* Cloakrooms
* Kitchen
* Staff / Breakfast Club room.
1. **Applications**

Potential lettings users should be asked to complete the letting agreement form. No letting will be made unless this form has been completed and signed by both the hirer and an authorised representative of the school. On receipt the school must confirm the accommodation and equipment requested is available and agree as necessary.

A copy of the Letting Agreement Form and the Conditions of Letting are contained in Appendices 1 and 2.

A request may be refused if:

* The applicant is under 18
* The conditions of use do not meet the satisfaction of the school.
* It is considered likely to cause unacceptable nuisance to local residents
* The purpose is considered inappropriate for an educational establishment.
1. **Contracts**

Bookings are made through the representative of the school, as authorised by the Governing Body, and confirmed in writing.

* School and PTA 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

It is important that a contractual arrangement is established, so that the school and users understand their commitments to each other.

Users sign the agreement that covers:

* Terms and conditions relating to type of and length of use
* Cancellation
* Damage
* Insurance
* Charging
* Restrictions of use
* Licensing for the sale of alcohol
* Parking
* Public liability
* Safeguarding issues.

It is the users’ sole responsibility to control entry of visitors at the external entrance allocated and to ensure that only those known to them are allowed access to school premises. On completion of the letting a check must be carried out to ensure that all windows have been shut and secured and that all visitors have left the premises.

1. **Charging arrangements**

Charges for lettings take into account the purpose of the letting. For example,

* Lettings which benefit pupils (brownies, cubs, guides, scouts, sport, language classes, music, etc.) are actively encouraged and income generation is considered a secondary requirement in these cases
* Lettings to local organisations or for specific community functions may be made at reduced rates, including free of charge, where it is considered that these foster good links with the community
* Lettings for Adult Education purposes are charges at the agreed Adult Education Service rates. There will be no charge for free Adult Education courses
* Private lettings are charged at a rate which is competitive with other local facilities e.g.: village halls.
* For long term contract hire arrangements, payment will be monthly and monies will be collected prior to the hire of the premises

A tariff of current charges is held in the school office. Charges are reviewed annually.

1. **Restrictions**

The following restrictions apply at all times:

* The hall can accommodate a maximum of 120 people. If seating is required then the maximum reduces to 90 people.
* The school operates a strict No Smoking policy within the buildings.
* Where the hirer is unknown to the school a deposit is required.
* The school may insist upon the caretaker being present to open and close the buildings, and possibly for the duration of the letting.
* 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 apply.
* The school reserve the right to request a deposit from any hirer
1. **Insurance and Liability**

The users are required to make arrangements for suitable insurance cover with a reputable company, in respect of claims which might be made 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. The user must produce proof of the policy before the letting is contracted. If non commercial users are unable to provide adequate cover, cover must be arranged through the KCC hirer’s liability policy, charges should be made at the time of the invoice for the letting.

Damage or loss of any kind sustained to the premises, fixtures, and 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.

No responsibility can be taken by the school for any damage to vehicles sustained whilst in school grounds.

No Landlord and Tenant relationship shall be created.

It will be the responsibility of the hirer to ensure the building is secured at the end of the letting.

1. **Health and Safety**

The requirements of the Health and Safety at Work Act 1974 and associated health and safety legislation apply to lettings, and this should be drawn to the attention of the user. A risk assessment may need to be completed by the user if the activity presents a greater risk than life in general. Schools should consider the risks and proposed controls and be satisfied that the activity does not present an unacceptable risk.

The hirer should be aware of the appropriate action to be taken in the event of a fire or other emergency. They should know where the extinguishers are located and how to use them, how to obtain assistance from the emergency services and the location of fire exits. For the duration of the hire all emergency exits must be unlocked and remain a viable egress.

If agreement is given for the kitchen facilities to be used, KCC regulations must be observed.

1. **Safeguarding**

It is the responsibility of the person hiring the facilities to ensure that all engaged in the activity meet current safeguarding requirements, and that CRB checks for staff and volunteers have been conducted where necessary.

Policy agreed by Premises Committee :

**Appendix 1 : Letting Agreement Form**

**Lenham Primary School**

**LETTING AGREEMENT FORM**

**HIRER :** Organisation \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Applicant Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Postcode \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Telephone Home \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Office \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PURPOSE :** Event \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PERIOD :** Date(s): From \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ To \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Time(s): From \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ To \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PREMISES** **:** Hall \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Cloakrooms \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Classroom(s) (please specify) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Grounds \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**NUMBER OF AUTHORISED ATTENDEES : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**FACILITIES :** Number oftables \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Number of chairs (max 90) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Heating: From \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ To \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CARETAKING :** None \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Open/close buildings \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Duration of event \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Other \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**INSURANCE** **:** KCC Insurance \_\_\_\_\_\_\_\_\_\_\_

 Own Insurance \_\_\_\_\_\_\_\_\_\_\_ Details checked by: \_\_\_\_\_\_\_\_\_\_\_\_\_

**CHARGES :** Deposit £ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Hire charge £ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 KCC Insurance £ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **Total £ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**I have read and agree to the conditions attached.**

Signed (Hirer) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorised by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Appendix 2 : Conditions of Letting**

# CONDITIONS OF LETTING

1. Except where specifically agreed by the school, payment must be made prior to the letting. In the event of payment not being received, the school may cancel the letting.
2. For any long term contract hire arrangement, payment will be made monthly and monies will be collected prior to the hire of the facilities.

3. The scale of charge is determined by the school and will be commensurate with the activity/function taking place.

4. The school reserves the right to cancel any hiring without giving reason

 thereafter.

5 Damage of any kind (except that caused by fire, which is covered by the County council’s own insurance) sustained by the premises, fixtures and fittings 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.

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* 1. The County Council normally arranges insurance cover on behalf of the hirers in respect of condition 4 and their liabilities to third parties arising out of or in connection with the hire. Hirers will be required to bear the first £350 of each claim.
	2. 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) the County Council under condition 4 and must produce the Policy for approval on behalf of the Council if requested to do so. Minimum acceptable cover is £5 million.

7. The amount if any shown as the charges for caretaking is not just the amount paid to the caretaking staff but the cost to the school and therefore includes elements to cover the cost of government insurance and superannuation. VAT may in some circumstances be payable on this charge.

8. It is the hirer’s responsibility to ensure that safeguarding arrangements are in place, including CRB checks for staff and volunteers where necessary.

9. All hirers will receive a copy of the Fire evacuation policy and for the duration of the hire all emergency exits must be unlocked and remain a viable egress.

10. It will be the responsibility of the hirer to ensure the building is secured at the end of the letting.

1. On days when school is in session, no article (such as pianos, tables, flowers etc) may be delivered at the school before 4.30pm on the day of use unless arrangements are made with the Headteacher for their earlier delivery. Alcoholic drinks may not be brought on to the premises while the school is in session and the children are present, and all empty containers, crates etc., must be removed from the premises before school resumes after the hiring has taken place.

12. The number of persons using the premises shall not exceed the number authorised.

13. Any measures for the conservation of, and economy in, fuel consumption at school shall be rigidly enforced.

14. The use of any materials for preparing floors for dance and the wearing of shoes likely to damage floors is prohibited.

15. The premises shall not be used for any other purpose than that for which permission has been granted.

16. No public performance of a play nor any cinematograph exhibition nor any public dancing, singing or music or any public entertainment of a like kind shall be performed on the premises unless any necessary licence for the same shall have been obtained from the appropriate authority and the necessary measures taken to fulfil the conditions of that licence.

17. The hirer must have permission from the school before arranging for alcoholic drinks to be consumed on educational premises. The hirer is responsible for obtaining any licence necessary if intoxicating liquor is to be available during the hiring.

18. No inflammable films shall be used on the premises.

19. Vehicles will not be allowed on playing fields and no parking of vehicles will be permitted on school premises, unless previously agreed with the Head.

20. Copyright Act 1956. In order to conform to the conditions of the Council’s 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 PRS for Music (formerly Performing Right Society). This requirement applies whether free admission is granted or not. The Council’s licence does not cover certain items such as ballet, opera or choral works. In these cases the persons(s) responsible for the performance must first obtain special permission from PRS for Music or provide evidence to the Council that such permission has been obtained.