



# Bethersden Primary School

**Dedicated to Excellence**

## LETTINGS POLICY

**January 2019**  
**Updated January 2020**



## 1. Introduction

Bethersden Primary School is committed to being an active resource for the community. 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

## 2. Implementation

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

- School and PTFA 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 will 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



### 3. Roles and Responsibilities

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

- The PTFA and 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
- Opening and closing the school is undertaken by the caretaker or by prior agreement with an authorised member of the staff
- 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
- Post-letting checks are made by the caretaker 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

### 4. Monitoring & Evaluation:

Lettings will 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.

The use of the photocopier by specific bodies within the community will be agreed on a case by case basis. Any agreement will be subject to time and cost arrangements including possible cost of admin time.



Appendix 1.

**APPLICATION FORM (for use of School Premises/Site)**

*This form must be completed by the applicant and submitted to the Headteacher of Bethersden Primary School.*

<b>Name of Organisation</b>			
<b>Applicant's Name Address &amp; Post Code</b>			
<b>Telephone No</b>			
<b>Email address</b>			
<b>Event to be held</b>		<b>Maximum number of persons</b>	
<b>School areas required</b>		<b>With / without heating</b>	
<b>Days</b>		<b>Dates</b>	
<b>Times (including preparation and clear up time)</b>			
<b>Furniture and equipment requirements</b>			
<b>Insurance certificate available / unavailable*</b>			
<b>Caretaking requirements (opening, closing, for duration etc)</b>			
<b>Risk assessment will be provided for the activities listed here / Risk assessment not required (delete as applicable)</b>			
<b>Signed</b>		<b>Dated</b>	

\*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 required, a quote will be provided on request.

<b>For office use only:</b>	<b>Date</b>
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)	
Hire Agreement Form signed & returned	
Invoice(s) Issued	
Invoice Number(s)	
Payment(s) Received	



Appendix 2.

## HIRE AGREEMENT FORM

Name of Hirer:		HIRE AGREEMENT
<i>Further to your application I am pleased to offer the following facilities:</i>		
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 <b>Conditions of Use</b> as attached. Subject to your agreement would you please sign and return the form as soon as possible		

To: Mr Stuart Gawthorpe, Headteacher		HIRE AGREEMENT
Bethersden Primary School		
<i>I am satisfied with the details shown above and in the letter and confirm that we accept the <u>Conditions of Use</u>. *We have the appropriate insurance cover / We require KCC Insurance cover (delete as appropriate)</i>		
Name:		
Organisation:		
Address:		
Risk Assessment: (if required)	Attached / Not required (delete as appropriate)	
Signature:	Date:	



Appendix 3.

## **CONDITIONS OF USE FOR A LETTING** **(of School Premises/Site)**

Use of Bethersden Primary 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.

Standard rated VAT is payable on lettings of sports facilities unless the letting is to a school or club that meets with 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 Kent County 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 3.5% of the total hire charge will be levied in addition to the hire charge itself. The user will be responsible for the first £500 of each and every property damage claim.

The fee charged covers the cost of heating, lighting and caretaking costs where applicable and is regularly reviewed by the Governing Body of the School. The user is expected to adhere strictly to the agreed times or, subject to a caretaker being available, be prepared to pay additional overtime.

A deposit of 50% of the hiring cost is required in advance of the hiring.

It is the user's sole responsibility to control entry of all visitors at the external 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. In order to comply with fire regulations, it is necessary to limit the number of persons using the hall. For functions involving people sitting at tables the limit is 100 persons. (200 persons when used for dancing only).

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 as is reasonably practicable, that the facilities and means of access are safe and without risk to health. Users must comply with Bethersden Primary School's Health and Safety Policy, a copy of which is available on request.

The area used should be left in the same condition as it was found. 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 or caretaker.

No stiletto heels can be worn on the hall floor. Users of the hall must observe this and are expected to give prior warning to all the members of the public who will attend the event. The use of materials for preparing floors for dances 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 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 (e.g. live and recorded music and performance of dance) and late night refreshments.

Vehicles must not be allowed on the playing fields or the school playground and no parking which restricts the caretakers' or emergency services access will be permitted. Consideration of



separating vehicles and pedestrians on site must be considered where the activity poses additional risk. 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.

Smoking is not permitted within the school or its grounds.

## **School Servery**

If agreement is given for the use of the school servery, the following conditions of use will apply:

There are restrictions on the use of certain pieces of equipment due to Health and Safety or Food Safety legislation. The following equipment or areas must not be used unless the caterer is present and supervising:-

- Fridges or Freezers
- Storage areas
- Dishwashers
- Sterilising Sinks
- Any other dangerous machinery which will be informed at the time of the booking

It will be appreciated that school kitchens, sculleries and dining facilities are provided specifically for the operation of the School Meals Service, whose staff are responsible for the condition of the canteens and the equipment. It is for this reason that the use of specified items of equipment and of the crockery is precluded, and the rules which users are asked to observe have as their sole object the care of the premises and equipment and the welfare of all who use them.

The school provides and owns all food and cleaning materials, so the user must provide their own, unless the school leaves out brooms, mops, bags etc.

Certain foods will create unacceptable risks of contamination and must be avoided:-

- Raw Poultry - bacteria
- Highly spiced foods - smell
- Nuts - allergic reaction

The school is responsible for the hygiene of the kitchen where they serve and prepare meals, so the user must leave it in a clean and safe condition after the letting. Should the kitchen be left in an unclean state and school meals contract staff are required to clean up, a charge will be passed on to the hirers.

The school reserves the right to request a deposit from persons hiring/using the servery, to be returned when the school has checked the area and is satisfied with the standard of cleanliness.

The Headteacher and Governors cannot be held responsible for belongings of the hirer or members of the public which are stolen or damaged during the letting period.

No landlord and tenant relationship shall be created.