Bidborough Church of England Primary School

Faith in Our Future

Lettings Policy

Reviewed by	HT and LR&F Committee
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Chair of Governors	Emma Leitch & Katherine Cullen
Headteacher	Julie Burton

Faith in Our Future

Matthew 13:31-32 – The Kingdom of heaven is like a mustard seed…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.

Our life together at Bidborough Church of England Primary School is rooted in Christ's words describing how a little faith can make all things possible. With the values of love, hope, forgiveness, courage and koinonia underpinning all that we do, we seek to prepare all to step out into the world reflecting God's love for one another. With 'Faith in Our Future' we encourage all to:

- *Grow confidently, as a responsible, life-long learner*
- *Achieve highly, not only in academic areas but in their own personal goals*
- *Contribute successfully, as a member of the wider community*
- *Enjoy life, feeling prepared for every stage of life's journey*

Lettings Policy

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 appointed person in the school, as authorised by the Governing Body, and confirmed in writing.

- School, PTA and church 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 and are dependent upon the relationship with the school and the benefits to children at the school.
- 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 calendar is kept covering all school, PTA and outside use of the premises and grounds after school, in evenings, at weekends and in holidays
- Letting on Sundays will need approval from the Vicar

Users sign an agreement that covers:

- Terms and conditions relating to type of and length of use
- Cancellation
- Damage
- Insurance
- Safeguarding
- 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.

- The PTA secretary 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 a casual 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 school 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

MONITORING AND 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.

See appendices for examples of lettings forms and conditions of hire and pricing.

APPENDIX 1: CONDITIONS FOR USE FOR LETTING BIDBOROUGH CEP SCHOOL

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 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 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 property damage claim.

The charge for a letting payable by the user includes an amount to cover payment for standard opening and closing caretaking duties and may include additional duties if agreed prior to the letting. The user is expected to adhere strictly to the agreed times or, subject to a caretaker being available, be prepared to pay additional overtime.

The school is dedicated to ensuring the safeguarding of its pupils at all times. It is a requirement of hire that hirers abide by the schools' requirements in respect of safeguarding. Any failure from the hirer in this respect will result in the hire being terminated.

It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space.

If there is a chance that those hiring the premises will come into contact with pupils, for example if the hire occurs during school hours, or when pupils may be present in the school (during after school clubs or extra- curricular activities), we will ask for confirmation that the hirers have had the appropriate level of DBS check.

The hirer will be required to have appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide copies of these policies on request to the school. Upon receipt of applications from hirers, whose events specifically involve the attendance of children, e.g. Cubs and Brownies etc., schools should request to see and retain copies of relevant safeguarding documentation as proof that hirers and their staff comply with such measures. Thereafter, for more regular bookings, schools should expect hirers to monitor expiry dates of such documentation, and to be supplied with further proof of renewals where and when appropriate, upon demand.

School can reasonably assume that groups holding valid recognitions, such as FA Charter Standards, Club Mark, or other similar accreditations, have adequate safeguarding policies and practices in place. However, proof of such should still be requested. In the case of groups who claim to be in the process of striving to achieve such accreditations, schools can contact relevant governing body organizations to clarify this status.

In allowing use of school premises, the onus must remain upon the hirer to ensure that safeguarding measures are maintained throughout. This is something that organizations are made aware of under safeguarding legislation and through their own organizational governing body, if applicable. This responsibility is also re- enforced within the conditions of hire.

School is not expected to have a presence at all such sessions; however, school will look to suspend such events where, in the opinion of the Headteacher, genuine causes of concern have been raised. Schools will also need to consider taking other appropriate action, in line with their own safeguarding policies, in such cases. Use of the premises should only be allowed to continue, once the head teacher is satisfied that matters have been addressed accordingly, having regard to school safeguarding policies. Schools should also consider reporting any concerns about an individual's suitability to work with children and young people to Children's Social Care and to any relevant bodies governing specific hiring groups, e.g. the Football Association in the case of a junior football club.

In the case of 'one off' children's events, for example, a private birthday party, safeguarding legislation exempts such uses from the processes mentioned above and therefore hirers need not be expected to provide the school with any safeguarding documentation, etc.

However, we will still expect that such events will nonetheless be properly managed, e.g. appropriate child/adult supervision ratios and suitable male/female adult mix.

Given the seriousness surrounding child welfare, we will seek satisfactory responses to further enquiries we may wish to make in relation to the use of premises by any such organizations/individuals.

The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact the Lettings Administrator as soon as reasonably practicable.

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.

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.

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

The user must remove all rubbish, empty containers, crates, etc. from the premises 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.

The use of materials for preparing floors for dances and the wearing of shoes likely to damage floors, especially in any hall and any gymnasium, is prohibited. Studded footwear will not be permitted on the MUGA.

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 (e.g. live and recorded music and performance of dance) and late night refreshments.

Vehicles should not be allowed on the playing fields and no parking that restricts the caretakers' or emergency services access will be permitted. Consideration of separating vehicles and pedestrians on site should 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.

Users must be aware that parking near the school site may not be possible owing to local roads and conditions. If the car park is full it will be necessary to park considerately beyond the immediate vicinity of the school (not along Franks Hollow Road, Spring Lane or any nearer than the Glebelands turning off the High Street).

Smoking and/or vaping is not permitted anywhere on the school site inside or out.

We reserve the right to cancel a booking should the premises become unfit for purpose due to unforeseen circumstances, emergency or breach of agreement by the hirer without any liability to the school.

No landlord and tenant relationship shall be created.

APPENDIX 2: BIDBOROUGH PTA EVENT REQUEST FORM (FOR USE OF SCHOOL PREMISES/SITE)

School Name	Bidborough Church of England Primary School		
Type of event			
Set up time			
Event start time		**Event finish time**	
Accommodation required (List all and use)			
Access via			
Name of person in overall charge			

Facilities Required			
No of tables		**No of chairs**	
Heating Yes/No		**Kitchen** Yes/No	
Audio visual Yes/No		**Laptop** Yes/No	
Cloakrooms			
Parking Arrangements			
Other			

PTA member responsible for clearing up	
PTA member responsible for bar Licence	
PTA member responsible for ticket sales	
Risk Assessment required? Yes/No **Person responsible for assessment**	
Caretaker advised	

Signed …… (On behalf of the PTA)
The school approves the arrangements for the above activity **Signed** …… (Headteacher/authorised person)

APPENDIX 3: HIRE REQUEST FORM

Before filling out a request form, please familiarise yourself with our terms and conditions for the hire of our premises and our rates of hire, which you can find at https://www.bidborough.kent.sch.uk/Parents/School-Office/ . If you have any questions, please contact office@bidborough.kent.sch.uk

Name of applicant/organisation and company number (where applicable)	
Applicant contact details	Address: Phone no: Email address:
Insurance arrangements	We have the appropriate insurance cover and attach proof of public liability insurance/ require KCC Insurance cover (delete as appropriate)
Purpose/activity of organisation	
Part of the premises requesting to be hired : **Hall, playground, MUGA or all the facilities**	
Date and time of first hire	
Is this a recurring request, or one off? If recurring, indicate the frequency and number of occurrences (e.g. weekly, 10 weeks)	
Number of expected participants in the activity	
Additional equipment you will require from the school (please note we may not always be able to provide this but will inform you where this is/is not possible)	
Additional equipment you will be providing yourself	
Confirmation and details of the safeguarding and child protection arrangements you have in place	

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By signing below, I agree to the terms and conditions set out in the school's premises hire policy.

Name ……

Date ……

Signature ……

Please return this form via email to the school office at office@bidborough.kent.sch.uk. We will be in touch to inform you if your application is successful, and if so details of the full cost and documents that will need to be shared.

The school approves the arrangements for the above activity

Signed ……
(Headteacher/authorised person)

APPENDIX 4: LETTINGS MANAGEMENT FORM

Hirer	
Purpose/Activity of organisation	
Part of the premises requested to be hired: **Hall, Playground, MUGA or all facilities**	
Date and time of first hire	

***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)	
Hire Agreement Form signed & returned	
Invoice(s) Issued	
Invoice Number(s)	
Payment(s) Received	

APPENDIX 5: CONFIRMATION OF LICENCE TEMPLATE LETTER

Dear

Thank you for submitting your hire request form to us.

We are pleased to say the area you have requested is free on the date(s) and time(s) of your request and we would be happy to grant a non-exclusive license to you to use the area for the purpose set out in your request form, subject to the terms and conditions in our lettings policy.

Hirer	
Purpose/Activity of organisation	
Part of the premises requested to be hired: **Hall, Playground, MUGA or all facilities**	
Date and time of first hire	

Based on the length of time and area requested, the full amount for the hire will be: ……

You can pay us by: ……..

We request full payment of the fee by: ……..

You can contact the school office with any questions about hiring the premises.

Kind regards

Leah Markwell

School administrator

APPENDIX 6: PRICING FOR LETTINGS

Church use	Free (complete a booking form)
PTA use	Free (complete a booking form)
Within school operating hours (Monday – Friday 7.30am – 6.00pm)	
Hall hire - After school clubs	£15 per hour (or part hour)
Hall hire - Before school clubs	£15 per session
MUGA – After school clubs	£15 per hour
Classroom – Lunchtime	£10 per hour
Music rooms	£10 per session (usually half day)
Out of hours bookings	
Hall hire	£20 per hour (or part hour)
Hire of MUGA	£40 per hour (to include set up and clearing time)
Party for children of the school, hire of hall, playground and MUGA	£100

Any other booking requests to be agreed with the Headteacher in line with this policy.