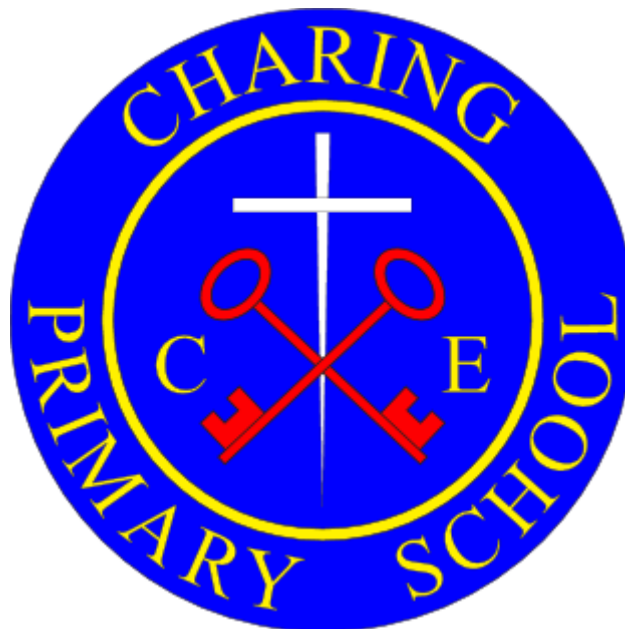


*...those who hope in the LORD will renew their strength.  
They will soar on wings like eagles; they will run and not grow  
weary, they will walk and not be faint.' Isaiah 40:31*

connect | nurture | aspire | learn | excel | hope



## Charing Church of England Primary School

### Lettings Policy

Document Information	Date/source of Policy	Responsibility
Date of review	September 2018	SBM
Date of new review	September 2019	SBM
Source of policy		
Date of Adoption		

**Our Vision** - *As an inclusive community built on friendship and love, Christian values inspire us through faith in God and hope for the future. Everyone is empowered to recognise their God-given potential and to become lifelong learners. We work together to ensure we achieve our aspirations and encourage independence.*

***Love Friendship Kindness Truth Hope***

**Charing CP Primary School** believes that provided there is no interruption to, or curtailment of, school use of the premises, part of the school buildings and grounds may be let to outside bodies during the school day, 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
- Satisfy some of the needs of local individuals, groups and organisations.
- Increase the use of facilities which are of necessity underused by the school.

## **BOOKINGS**

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 four months in advance although provisional bookings may be made at any time.
- Users sign a contract 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.

The contract may be updated annually or termly.

Payment is in advance for all lettings with individual arrangements for regular users.

Outline charges are set by the Headteacher/Governors and reviewed annually.

Specific charges are set at the time of the contract.

A diary is kept covering all school, PTFA and outside use of the premises and grounds after school, in evenings, at weekends and during holidays.

## **ROLES AND RESPONSIBILITIES**

The 'School Authorised Representative' is responsible for the construction and regular update of the lettings diary.

- The PTFA 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 Site Manager or by prior agreement with an authorised member of the key holding staff or known responsible person.
- Supervision of delegates and the activities 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.
- Post letting checks are made by the Site Manager and reported to the school authorised representative.
- Follow up of unsatisfactory lettings is made. Due attention is to be paid to avoid undue wear and tear on the buildings and equipment.

## **HEALTH AND SAFETY**

The school will make quite clear that as part of the contract for using the school premises the health and safety responsibilities for the duration of the session rest with the organiser. The school will accept responsibility for the fabric of the building and any facilities or equipment stated as part of the hire, at the beginning of the hire. The hirer is responsible for any damage to the equipment or facilities of the school and will be expected to make good the damage caused.

The school cannot be held responsible for any loss or damage or injuries sustained in association or connected in any way with the event or control of the event to which the hirer relates and the hirer agrees to ensure that they will provide insurance cover for such contingencies.

## **MONITORING AND EVALUATION**

The success of lettings can be equated to the additional income raised for the school, less the cost of any reasonable wear and tear made during lets to the furniture and fabric of the school, costs of additional heating and Site Manager's wages and administrative costs.

## **TERMS AND CONDITIONS**

1. **CANCELLATIONS** will be charged as follows:

- |                    |                   |
|--------------------|-------------------|
| * 1-4 weeks        | 10% of hire cost  |
| * 1 week           | 25% of hire cost  |
| * Less than 1 week | 100% of hire cost |

**Charing CP Primary School** reserves the right to cancel a booking at short notice in the event of circumstances affecting the efficient running of the school.

## **2. DAMAGE**

The Hirer shall not permit or suffer any damage to be done to the hired premises or any furniture therein, and shall make good to the satisfaction of the school, and pay for any damage thereto (Including accidental damage) caused by any act or, neglect, by himself, his agents or any person on the hired premises by reason of the use thereof by the hirer.

3. Organisations will need to evidence their public liability insurance cover.

**Charing CP Primary School** will not be liable for

- (a) any damage or loss of any property brought onto or left upon the hired premises either by the hirer or by any other persons;
- (b) Any loss or injury which may be incurred by or done by or happen to the hirer or any person resorting to the hired premises by reason of the use thereof by the hirer;
- (c) Any loss or breakdown of machinery, failure of electrical supply, fire, flood or government restriction which may cause the hiring to be interrupted or cancelled;
- (d) And the hirer shall be responsible for and shall indemnify the school, it's servants and agents against all claims, demands, actions and costs arising from the hirer's use of the hired premises or from any loss, damage or injury suffered by any person arising in any manner whatsoever out of the use of the hired premises by the hirer.

## **CHARGING**

1. The charging regime is set out in the appendix to the schools Lettings Policy.
2. The school reserves the right to amend the charges.

## **RESTRICTIONS ON USE**

- a. Lettings are only for the purpose agreed in the contract
  - b. Users must only enter the premises and have left the premises completely by the arranged times.
  - c. Time over the agreement will be charged.
  - d. The school cannot provide telephone facilities.
  - e. The school has no licence for alcohol or public performance.
3. The hirer/hirers shall during the hiring be responsible for:
    - a. Taking all measures necessary to ensure that the permitted number of persons using the premises is not exceeded.

- b. The efficient supervision of the hired premises and for the orderly use therefore, including the observance of the Governors' policy of no smoking on school premises at all including vaping.
- c. Ensuring that all proper safety measures are taken for the protection of the users of the premises and equipment, including adequate adult supervision where young people are concerned.
- d. Familiarising themselves and the users of the premises with the fire alarm positions, the locations of the fire fighting equipment and the establishment's exit routes.
- e. Ascertaining the location of the nearest emergency telephone.
- f. The provision of a suitable first aid kit.
- g. Compliance with the Food Safety Act where facilities are involved.
- h. All rubbish etc must be removed from the premises by the user immediately after the letting and before the caretaker locks up.

## **APPENDICES CHARGES**

We want our school to be used as a local amenity whenever possible. We hope it will be used as a focus for social and extra-curricular activities and in this way help to foster a community spirit in Kennington. Through this use we hope people will come to be proud of the school and to help us to develop its use still further.

For this reason we seek to encourage clubs and classes which educate and enlighten, especially those catering for children and our charges for these lettings reflect a desire to cover costs, rather than to make profit.

Where the use of the hall is intended for social gatherings, e.g. private parties or discos, we hope to make a profit for school funds which will then be used to invest in our school for the benefit of the children of Kennington.

We divide our charges into two bands:

'A' Band – regular educational clubs (Brownies, Tae Kwon Do, Dance etc), Sunday School, Church, Charities.

Term time after 6pm

1 hour - £25  
2 hours - £30  
3 hours - £40  
4 hours - £50

Sundays £25 hourly rate

The School Business Manager, in consultation with the headteacher, is able to negotiate the charge with the hirer within the set limits.

'B' Band – Parties, Discos, Dances, Quiz Evenings etc

Weekdays and weekends £25 per hour

Payment is to be made monthly in advance via Bank Transfer to our account:

Sort Cod: 30-90-28  
Account: 60641268

'C' Band – staff and governors

The school would only seek to cover the costs of the hire this fee would be determined by the Headteacher once the request to hire was received.

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

<b>To Request the Use of:     Charing CP Primary School</b> <i>This form to be completed by the applicant and submitted to the Headteacher</i>			
<b>Name of Organisation</b>			
<b>Applicant's Name Address &amp; Post Code</b>			
<b>Telephone No</b>			
<b>Email address</b>			
<b>Use to be made of the premises</b>		<b>Maximum number of persons</b>	
<b>Accommodation required</b>		<b>With / without heating</b>	
<b>Days</b>		<b>Dates</b>	
<b>Times</b> (including preparation and clear up time)			
<b>Furniture and equipment requirements</b>			
<b>Insurance certificate available / unavailable*</b>			
<b>Caretaking requirements</b> (opening, closing, for duration etc)			
<b>Risk assessment will be provided for the activities listed here / Risk assessment not required</b> (delete as applicable)			
<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 RPA insurance will be applied at 3.15% of the hire charge unless own insurance seen and a copy attached

<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 / RPA Insurance included @ 3.15% of hire charge (delete as applicable)	
Hire Agreement Form signed & returned	
Invoice(s) Number	
Payment(s) Received	

## HIRE AGREEMENT FORM

<b>From Headteacher:</b> <b>CHARING CP PRIMARY SCHOOL</b>		HIRE AGREEMENT No:
<b>Name of Hirer:</b>		
<i>Further to your application I am pleased to offer the following facilities:</i>		
<b>Accommodation/ Furniture/Equipment</b>		
<b>Use to be made of facilities</b>		
<b>Date(s) &amp; Time(s)</b>		
<b>Charge</b>		
<b>Insurance arrangements</b>		
<b>Caretaking arrangements</b>		
<b>Risk Assessment required</b>	<b>Yes / Not required</b> (delete as appropriate)	
<b>Headteacher's Signature:</b>	<b>Date:</b>	
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		

<b>To: Headteacher</b> <b>Charing CP Primary School</b>		HIRE AGREEMENT No:
<p><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 / require <u>RPA Insurance cover</u> (delete as appropriate). We have been shown the location of fire extinguishers/fire blankets and lighting.</i></p>		
<b>Name:</b>		
<b>Organisation:</b>		
<b>Address:</b>		
<b>Risk Assessment:</b> required (if required) appropriate)		Attached / Not  (delete as



<b>Signature:</b>	<b>Date:</b>
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# SAMPLE LETTER TO HIRER

Dear

**LETTING OF SCHOOL FACILITIES**

Thank you for the lettings request. I can offer the following:

**Dates/Times/Facilities/Space/ Equipment/Furniture**

- .....days and .....day weekly 6pm to 9.15pm with effect from .....use of the hall for .....
- Also have use of disabled toilet and access to water. Premises are to be left in a clean & tidy condition and rubbish removed. All windows, doors to be closed and lights turned off.

**Charge(s)**

- XXXXXX a session for use of the facilities .Payable one month in advance to cover until the end of the month. The first payment to cover until the end of .....
- One month written notice must be given if you wish to terminate the agreement.

**Insurance**

We hold copy of your insurance from XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX. Public and products liability insurance underwritten by XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX for £XXXXXXXXXXXXXXXXXXXXXXXXXXXXX

**Risk Assessment**

Your own risk assessment to be carried out

**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 enclose a copy of your risk assessment as soon as convenient.

We reserve the right to review the agreement on a termly basis and agree to give 6 weeks' notice if we wish to terminate the agreement

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

Yours sincerely

Headteacher

## **CHARING CP PRIMARY SCHOOL**

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

#### **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 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 RPA Policy, for which

a contribution towards the cost 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 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.

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.

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 school's authorised representative 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.

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. 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 should not be allowed on the playing fields and no parking which 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.

No landlord and tenant relationship shall be created.