



# Wateringbury Church of England Primary School

## Lettings Policy

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Document History	
Date	Summary of Changes

# WATERINGBURY CE PRIMARY SCHOOL - LETTINGS POLICY

## Our Vision and Values

Guided by our Christian values and nurturing culture, we aspire to enable everyone to grow to meet the challenges of our ever-changing world and to reach out to the wider community.

Every child is seen as a unique learner, loved by God and is equally valued and championed to achieve their very best in all they do.

LOVE    FORGIVENESS    JOY    RESILIENCE    RESPECT    COURAGE

## Introduction

The Governing Body regards the school's buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible. However, the overriding aim of the Governing Body is to support the school in providing the best possible education for its pupils and any lettings of the premises to outside organisations will be considered with this in mind.

The school's delegated budget will not be used to subsidise any lettings by community or commercial organisations. A charge will be levied to meet the additional costs incurred in respect of any lettings of the premises. As a minimum, the actual cost to the school of any use of the premises by an outside organisation must be reimbursed to the budget.

## Lettings procedures

1. Hirers will complete & sign standard lettings forms, as proved by the Governing Body, confirming their acceptance of the terms of hire.
2. The terms and conditions for lettings will be provided for all hirers.
3. Hirers must provide their own insurance for lettings and provide the school with evidence of this insurance.
4. Hirers must ensure that appropriate safeguarding training has been undertaken before hiring the hall for activities that include children. Hirers must also be able to provide the school with evidence of this training
5. The completed lettings agreement form should be counter signed by the head teacher to approve the letting on the school's behalf.
6. A lettings register will be maintained by the Office Manager: this will include:
  - ◆ Date of booking
  - ◆ The facility hired
  - ◆ Name & address of hirer
  - ◆ Copy of invoice used
  - ◆ Date payment is received

A charge will be levied to external organisations for any damage or for the degrading of standards of the facilities to the extent that they are no longer suitable for pupil use.

The headteacher is responsible for the management of lettings. However, she/he may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

## VAT

VAT will be levied in accordance with the requirements in KCC's VAT manual for schools.

## Lettings Charges

<b>Youth and local community groups</b>	
Regular Users	£22per session
Occasional Users	£33 per session
<b>Other organisations and groups</b>	
Regular Users	£33 per session
Occasional Users (not-for-profit)	
Morning Session (3 hours)	£55
Afternoon Session (3 hours)	£55
Evening Session (3 hours)	£60
Commercial Users	£82.50
Saturday Evening Session (4 hours)	£82.50
Weekend hire (2 nts) Community groups only	£165

All prices exclude VAT.

The headteacher will have delegated authority to agree discounted terms, where considered appropriate, for very regular users or in respect of events of a charitable or community nature.

The Resources Committee will review the specific charges levied annually.

Policy link to the Charging and Remissions Policy.

## Appendix 1

### Wateringbury CEP School

#### Hire of Premises

##### *Confirmation of request for hiring premises*

Name of Organisation		
Name of Responsible Person		
Address		
Contact Telephone Number		
Purpose of Hiring		
Number of Persons Attending		
	Hall	Classroom(s)
	Staffroom	School Field
	Other (please state)	
Date(s) Required		
Period	Morning	Afternoon
	Evening	All Day
School Open	From:	Locked at:
Risk Assessment	A generic Risk Assessment form is provided and must be submitted prior to date of hiring. Please contact the school if you require help in completing this	
Insurance	<p>KCC Insurance will be provided for non-commercial organisations unless details of your own insurance are supplied; i. e. a copy of your current insurance certificate</p> <p>A minimum of £5 million Public Liability Insurance cover per accident is required from commercial organisations.</p> <p><b>Proof of cover is required</b></p>	
Background DBS checks	I confirm that all adults involved with children's activities on site have been subject to all necessary background checks.	
Signature:		Date:

Please note:

- Hire fees must be paid prior to the required hire date.
- Caretaker services are only available to open and close the premises.
- The responsible person is to ensure that the facilities within the school are correctly used and that the school is left in a clean and tidy state.
- Cheques should be made payable to Wateringbury CEP School.
- The signatory accepts fully the conditions for Letting (attached).

## Appendix 2

### Conditions of use for a Letting

1. 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. 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).
2. Payment must be made before the date of the letting and cheques should be made payable to 'Wateringbury CEP School'. In the event of payment not being received the school may cancel the hiring.
3. The scale of charges is reviewed regularly by the Governing Body.
4. 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 letting the facility.
5. The school reserves the right to cancel any hiring without giving a reason.
6. Damage or loss of any kind sustained to the premises, fixtures and/or fitting, furniture and/or other chattels therein arising out of or in connection with the use of the school shall be made good at the expense of the user within one month to the satisfaction of the school.
7. The Governing Body does not allow smoking on this site.
8. All individuals/groups/organisation hiring the school premises must have Public Liability Insurance (currently with a minimum limit of indemnity of £5million per incident). For non-commercial hirers, cover can be arranged through the Hirers' Liability Policy which is included in the hire charge (subject to relevant VAT charges\*). Use of the premises cannot go ahead until the school is satisfied that the hirer has met fully the insurance requirements. The user will be responsible for the first £350 of each claim. \*See attached extract from VAT Manual, appendix 6 & 8.
9. 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 Head Teacher for their earlier delivery.
10. It is the user's sole responsibility to control entry of all visitors at the external entrance 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.
11. The number of persons using the premises shall not exceed the number authorised. For example of School Hall shall not exceed 120 persons.
12. No guarantee is given in respect of the number of chairs available at the school. No transfer whatsoever of furniture or equipment may be made from one room to another by the hirer without permission of the school.
13. The user shall not cause or permit any nuisance or disturbance to other occupiers or users at the school, nor to occupiers of neighbouring properties.
14. 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.
15. The use of any materials for preparing floors for dance and the wearing of shoes likely to damage the floors is prohibited.
16. The premises shall not be used for any purpose other than that for which permission has been granted.
17. No public performance of a play nor any cinematography exhibition nor any public dancing, singing, music or other public entertainment of the like shall be performed in the premises unless any necessary license for the same shall first have been obtained from the Maidstone Borough Council and all the necessary measures taken to fulfil the conditions of that license. It may be that a School Public Performance License will cover the situation but this aspect must be cleared in advance.
18. When School Meals facilities are to be used by hirers the County Council's regulations on the use of School Kitchens, Sculleries and Canteens must be observed; a copy of these regulations is obtainable from North/Mid Kent Area Education Offices (10634 880404).
19. 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 license necessary if intoxicating liquor is to be sold during the hiring, e.g. "Occasional Permission License" from the clerk to the local Magistrates Court.
20. To meet the requirements of the Copyright Designers and Patents Act 1988, any musical performances on the premises are to be notified to the Performing Rights Society Ltd. Where ballet, opera or choral works are to be performed advance permission must first be obtained from the Performing Rights Society Ltd.
21. Vehicles should not be allowed on the playing fields and no parking which restricts 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.

- 22. 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.
- 23. The responsible person is to ensure that the facilities within the school are used correctly and that the school is left in a clean and tidy state.
- 24. No landlord and tenant relationship shall be created.

All correspondence in relation to the hiring of the premises should be addressed to:

Wateringbury CEP School  
147 Bow Road  
Wateringbury  
Kent ME18 5EA

School Tel No: 01622 812199

Caretaker Mobile: 07387 365344

**Note:** The charge payable by the hirer of the premises includes an amount to cover payment for the caretaking duties. If additional work is found to be necessary the hirer must meet the extra costs involved.

**GENERAL STATEMENT - HEALTH & SAFETY AT WORK ACT**

The Health and Safety at Work 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 on anyone who by virtue of a contract has an obligation in relation to such a place. The duties are to ensure so far as is reasonably practicable, that the facilities, the means of access to an egress from, are safe and without risk to health. (A copy of the school health and safety policy is available on request and users must comply with these).

The user must sign this document as evidence that they have read and agree the above conditions.

Users Signature: .....

School Signature: .....

**Copy to User**  
**Copy to School File**

## Appendix 3

### Letter to organisations hiring school premises

Date: .....

Dear Sir/Madam,

#### **Re: Use of School Premises or Grounds – Health & Safety**

The Governing Body of the school have been advised that we have a duty to check all individuals, groups and organisations who currently use the premises, with regard to Health & Safety.

If you use of the premises involves young people under the age of 18 years, we would appreciate the following information.

- A copy of your Child Protection Policy (all organisations)
- Copy of DBS checks for all adults working with the children. If you present the original document to the school office, we will add details to our records as appropriate.
- Evidence of safeguarding training where hall bookings are for group activities that include children
- Any other information that you feel may be helpful for us to keep on file.

Many thanks for your cooperation.

Yours faithfully,