



BENENDEN

CHURCH OF ENGLAND PRIMARY SCHOOL

Adventurous Together



Life in all its fullness

Lettings Policy

Policy Control	
Responsible Person:	Headteacher & FBM
Responsible Governor Team:	Federation Governing Body
Approved by Governors:	October 2020
Date due for review:	October 2021

All our policies are written with the objective of continuously improving our schools in our aim of realising the federation's vision:

to be

learning communities that enable people to live life in all its fullness in a changing world

to do this we

build meaningful relationships within our communities to develop and fulfill our potential

through our values for life

Curiosity – Compassion – Courage – Commitment
as told in The Good Samaritan – Luke 10:25-37

Our governors, leaders and staff are expected to uphold our values and work together towards our vision of a life in all its fullness



The Diocese of
Canterbury

 THE CHURCH
OF ENGLAND

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 representative of the school, as authorised by the Governing Body, and confirmed in writing.

- School, Church and PTA activities have priority
- There will generally be no charge for Church and PTA bookings
- 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.

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
- Requirement for Risk Assessment (depending on the activity)

Roles and Responsibilities:

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

- The PTA secretary and individual teachers are responsible for informing the authorised school representative a term in advance, of events that are being planned outside of 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 during the activity
- 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.

Coronavirus (COVID-19) Pandemic

Hirers will be required to provide a Coronavirus Risk Assessment for their activity to determine if it can be safely run, before their letting is agreed.

Hirers must demonstrate:

- How the safety of all people involved in the activity will be maintained;
- How they will collect and retain for 21 days the contact details of all those attending the activity for the purposes of test and trace;
- A commitment to ensuring social distancing is maintained;
- A commitment to regular hand sanitising or washing, including on arrival and egress;
- How they will safely store and dispose of any used tissues;
- That they will thoroughly clean all touch points, furniture and equipment used at the end of the hiring, using an appropriate chemical substance effective against COVID-19.

Data Protection and Safeguarding

- Where lettings may have access to areas of the school building which contain unsecured necessary personal data (such as pupil medical needs data in the staffroom), the Headteacher shall ensure that such data is removed or securely covered prior to and during the letting.
- Where a club is running during the school day for the benefit of the pupils, the Headteacher shall ensure that all appropriate safeguarding checks are made on the person/s running the club as defined in the School Child Protection and Safeguarding Policy and such persons are given an induction in the school safeguarding procedures. It may be appropriate for such person to sign a school confidentiality agreement at the Headteacher's discretion.

Monitoring & 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.

Variations:

No member of staff is allowed to vary that in terms and conditions from which the school premises are hired to either individuals or organisations nor to deviate from the governors published charging policy.

Charges for 2020/21 * All are at the discretion of the Headteacher

School Hall

*£15.00 per hour

*£20.00 per session

*£100.00 for the whole day

School Hall and Use of the School Kitchen

*£20.00 per hour

*£30.00 per session

*£120.00 for the whole day

Use of the School Kitchen carries the requirement for a cash deposit of £25.00.

This is a security deposit for the cost of cleaning the kitchen to the correct hygiene standards. If a hirer should fail to leave the kitchen in a clean and hygienic state, they will lose their deposit and will also be liable for any costs above £25 incurred by the School to undertake the necessary cleaning.

School Clubs during lunchtimes or after school run by external providers

*£ 5.00 per session

Charges will be reviewed by the Finance Governors on an annual basis.

Charges for external hirers should, as a minimum, meet all energy, maintenance, caretaking and cleaning costs incurred as a result of the letting. Fees should be checked against these costs before issuing the hire charge to the hirer.

Charges should be paid in advance of each period of hire.

Conditions of use for a letting of school premises

General Conditions

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.

Cancellations

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 25% of the total fees due. If less than five days notice is given, then 100% 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.

As above, the School reserves the right to move or cancel any hiring with a minimum of 2 days notice (if possible) where it's own use of the premises is a priority e.g. for a school event or meeting. In such cases, when an alternative date cannot be agreed, a full refund for the lost session will be made. The school shall not be liable for any indirect or consequential losses, including (without limitation) any loss of profits, loss of business or the loss of any revenue arising out of the cancellation of any hire.

In the event of a local Coronavirus related lockdown or in the event of a positive case on the premises, the school will cancel the hiring immediately until:

- In the case of a local lockdown, until such restrictions are eased and the activity in question made be legally held at the premises, with appropriate Coronavirus Controls in place;
- In the case of a positive case, until a deep clean is completed and 72 hours have elapsed from the notification of the positive case. If the school is placed into a local lockdown position, then the hiring will not be able to resume until such a lockdown is lifted and the activity in question made be legally held at the premises, with appropriate Coronavirus Controls in place.

VAT on Lettings

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 to Premises

Damage or loss of any kind sustained to the premises, fixtures and/or fittings, furniture and equipment, 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.

Insurance Requirements

Users are required to make arrangements for suitable insurance cover (currently a £5 million 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. The user must produce proof of the policy for approval by the school representative.

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 premium of 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.**

Commercial users are required to make arrangements for suitable insurance cover (currently a minimum of £5 million 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. Commercial users cannot benefit from the KCC hirers liability policy.

Caretaking

The charge for a letting payable by the user includes an amount to cover payment for standard opening and closing caretaking duties. The user is expected to adhere strictly to the agreed times or, subject to a caretaker being available, be prepared to pay additional overtime. If additional work such as moving furniture to or from a specific room/area or a specific layout, or the setting up of equipment is required, whether foreseen or not at the time of the booking, the user will be required to meet the extra costs which will incur VAT on the whole charge.

Security

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.

Noise

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.

Emergency Procedures

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. They must make sure that all persons using the facilities as part of the hire are aware of the emergency evacuations procedures at the beginning of the event / hiring.

All gangways, corridors and external passageways intended for exit shall be kept entirely free from obstructions and shall not be used as cloakrooms. All exit doors shall be available for exit during the whole time that the public are on the premises and must be clearly marked as exits and shall be opened at the end of the function for the use of the persons present at the function.

Inflammable materials shall not be used for the decoration of the premises.

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 and 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 and 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.)

Kitchen

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

Waste

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 caretaker.

Protection of flooring

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.

Unspecified use

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.

Performance and Screening Licences

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.

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.

Alcohol

The user must have written permission from the school before arranging for alcoholic drinks to be consumed on the premises. They are responsible for obtaining an appropriate "occasional permission licence" from the clerk to the local magistrate's court if intoxicating liquor is to be sold during the letting. Alcoholic drink may not be brought on to the premises while pupils are present and are to be cleared from the premises by the time the event ends.

Parking

Vehicles should not be allowed on the playing fields and no parking which restricts the caretaker's or emergency services access will be 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.

Relationship to Hirer

No landlord and tenant relationship shall be created.