



Federation of Shepherdswell CE
and Eythorne Elvington
Community Primary Schools



Lettings Policy

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Federation of Shepherdswell Church of England and Eythorne Elvington Community Primary Schools

Lettings Policy

Philosophy:

The letting of the school premises is welcomed subject to the following conditions.

- Provided that 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 after the end of the school day, at weekends and during the holidays, in order to:

The letting of the premises will:

- 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 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 and PTA activities have priority and will be free of charge.
- No bookings are confirmed more than 6 months in advance although provisional bookings may be made at any time.
- The VAT liability of the letting is determined at the time of agreement.

Hirers sign a contract that covers: See Appendix A

- 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 should be updated and reviewed at least annually.
- Payment is in advance for single lettings; termly or monthly in arrears for regular lettings.

- 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, PTA and outside use of the premises and grounds after school, in evenings, at weekends and in holidays.

Roles and Responsibilities:

The “school authorised representative” is responsible for the construction and regular update of the letting’s diary.

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.

Post-letting checks are made by the caretaker 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.

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.

Monitoring & 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 caretaker’s wages.

Lettings Policy - Appendix A

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.

We reserve the right to cancel any agreed hiring with a minimum of 5 days' notice. A full refund will be issued if we do cancel a hire. 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 the cancellation of any hire.

Standard rated VAT is payable on lettings as applicable unless the letting is to a school or club that meets 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 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. The hirer shall not conduct, nor permit or suffer any other person to conduct, any illegal or immoral act on the premises, nor any act that may invalidate any insurance policy taken out by the school in relation to the premises.

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.

The charge for a letting payable by the user includes for the user to enter the facilities, tidy/clean up after use and then lock up before leaving the premises i.e. without school personnel involvement.

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 hirer shall not cause or permit any nuisance or disturbance to other occupiers or users at the school nor to occupiers of neighbouring properties.

The hirer 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 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.)

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

All rubbish, empty containers, crates, etc must be removed from the premises by the hirer 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 bursar 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 otherwise this may result in the immediate termination of the agreement, 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.

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 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. 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.

The hirer 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 on to the premises while students are present and are to be cleared from the premises by the time the event ends.

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

We reserve the right to decline any applications at our absolute discretion, in particular where the organisation does not uphold the values of the school, reputational damage may occur, or the activity does not adhere to the latest government safety advice.

The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.

The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premise without prior written agreement from the school.

If the hirer breaches any of the terms and conditions the school reserves the right to terminate the agreement and retain any fees already paid to the school, without affecting any other right or remedy available to the school under the agreement or otherwise.

The hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running.

The Pricing and Charging Policy for the Use of School Facilities and the Control of Income from Lettings

1. Introduction

- 1.1 Schools should ensure that there is an adequate charging policy for lettings and that income due is identified, collected and accurately recorded and controlled.

2. Key Controls and Procedures

- 2.1 The governing body should establish a standard hire agreement form (which should be pre-numbered for control purposes), a charging policy for lettings and approved rates of charges, which should be documented for reference by appropriate school staff. When setting charges, consideration should be given to ensuring that caretaking and other costs are included. Most local accounting systems offer a standard debtors invoice.
- 2.2 ALL lettings must have a completed lettings form to ensure that those hirers requiring cover by the Authority's insurance policy are properly recorded. Where a school may have agreed free use of its facilities, a nominal sum must be charged and a hire form completed to substantiate any insurance claim that may subsequently be made.
- 2.3 A hirer should be requested to complete, sign and return the standard hire agreement form confirming their acceptance of the terms and conditions of the lettings. A hirer must confirm that they have taken out adequate insurance to cover their legal liabilities during the period of the letting if they are not paying the extra charge to be covered by the Authority's insurance policy.
- 2.4 Hire agreement forms should be authorised by the Headteacher, or an officer at an appropriate level. Forms should be filed sequentially.
- 2.5 All applications for lettings should be documented to monitor the use of facilities. The hire agreement form number should be entered on the monitoring record for cross-reference purposes.
- 2.6 Pre-numbered invoices (e.g., the Authority's local collection invoice) should be raised for all lettings, and invoice numbers should be recorded on the relevant hire agreement forms for cross-reference purposes.
- 2.7 An appropriate person should allocate any work connected with each letting to the caretaker. The caretaker's claim forms for this work should be checked and authorised for payment by this officer, who should ensure that caretaking costs are correctly included in the hiring charge.
- 2.8 VAT should be correctly charged on appropriate lettings of sports facilities. (Consult the Authority's VAT specialist's guidance notes on this subject).
- 2.9 Where possible, and in particular for 'one-off' lettings, income should be collected before a letting takes place to reduce the risk of non-payment.
- 2.10 Pre-numbered receipts should be issued for all lettings income received, and receipt numbers should be recorded on the relevant invoices.

- 2.11 The school's copy invoices should be filed sequentially awaiting payment, and when paid they should be attached to the relevant hire agreement forms. The hire agreement forms should then be endorsed as 'Cleared'.
- 2.12 The hire agreement forms file and the outstanding invoices file should be regularly reviewed by the appropriate person to ensure that all income is properly identified for collection and the outstanding debts are pursued. A procedure should be established to pursue debts, e.g., by a first letter one month after the letting took place, and a second letter after two months, then consideration should be given to legal action or write-off.
- 2.13 An adequate division of duties should exist in:
- The confirmation of lettings
 - The issue of invoices
 - The receipt of income
 - The monitoring and pursuit of debts.



Application Form (for use of School Premises/Site)

To Request the Use of:			
..... School			
<i>This form to be completed by the applicant and submitted to the headteacher</i>			
Name of Organisation			
Applicant's Name Address & Post Code			
Telephone No			
Email address			
Use to be made of the premises		Maximum number of persons	
Accommodation required		With / without heating	
Days		Dates	
Times (including preparation and clear up time)			
Furniture and equipment requirements			
Insurance certificate available / unavailable*			
Caretaking requirements (opening, closing, for duration etc)			
Risk assessment will be provided for the activities listed here / Risk assessment not required (delete as applicable)			
Signed		Dated	

***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

<i>For office use only:</i>	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	

Print on headed Paper

Date:

Name
Address of Hirer

Dear XXX

Re: LETTING OF SCHOOL FACILITIES

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

Dates/Times/Facilities/Space/ Equipment/Furniture

As shown on the enclosed Hire Agreement Form. Or full details of all space including WCs/ car parking/items/equipment included in the let etc and Day(s), Date(s), Times from start to finish (not times of function but to include preparation and clearing up time - eg. when the caretaker is needed)

Charge(s)

As shown on the enclosed Hire Agreement Form. Or £xxx for use of the facilities plus £xxx for specialist equipment eg Stage Lighting, VAT charge £xx (if applicable) and £xxx insurance charge. Payable by xxx date.

Insurance

Proof of insurance cover from your insurer or broker will be required. As yours is a commercial or political organisation, the KCC Hirers' Liability Insurance cannot be applied (or: as yours is a non-commercial organisation, you can take advantage of the KCC Hirers Liability Insurance Scheme for a contribution to the cost amounting to 3.15% of the letting charge)

Risk Assessment (optional paragraph if appropriate)

The activity you will be carrying out requires a risk assessment to be completed by you. Please complete the HSE's "Five steps" form or other suitable pro forma and return to me with the signed Hire Agreement Form (or by xxx date)

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 risk assessment if applicable) as soon as convenient. If you have any problems or questions or wish to arrange a visit please contact me.

Yours sincerely

Headteacher
Attached: Hire Agreement Form & Conditions of Use



Hire Agreement

From Headteacher: School		HIRE AGREEMENT No:
Name of Hirer: <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 Conditions of Use as attached. Subject to your agreement would you please sign and return the form as soon as possible		

To.....Headteacher School		HIRE AGREEMENT No:
<i>I am satisfied with the details shown above and in the letter and confirm that we accept the Conditions of Use. We have the appropriate insurance cover / require KCC Insurance cover (delete as appropriate)</i>		
Name:		

Organisation:	
Address:	
Risk Assessment: (if required)	Attached / Not required (delete as appropriate)
Signature:	Date:



PTA Event Request Form (for use of School Premises/Site)

School Name			
Type of event			
Set up time			
Event start time		Event finish time	
Accommodation required			
Access via			
Name of person in overall charge			

Facilities Required			
No of tables		No of chairs	
Heating Yes/No	Hot Water Yes/No	Urn	Yes/No
Projector Yes/No	OHP Yes/No	Extension cable	Yes/No
Screen/ Whiteboard Yes/No	Sound Yes/No	Stage Lighting	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	
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Signed (On behalf of the PTA)
The school approves the arrangements for the above activity
Signed (Headteacher/authorised person)



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<i>This form to be completed by the applicant and submitted to the Headteacher</i>			
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Applicant's Name Address & Post Code			
Telephone No			
Email address			
Use to be made of the premises		Maximum number of persons	
Accommodation required		With / without heating	
Days		Dates	
Times (including preparation and clear up time)			
Furniture and equipment requirements			
Insurance certificate available / unavailable*			
Caretaking requirements (opening, closing, for duration etc)			
Risk assessment will be provided for the activities listed here / Risk assessment not required (delete as applicable)			
Signed		Dated	

***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

<i>For office use only:</i>	Date
Application Approved / Refused (delete as applicable)	
Hire Agreement Letter & Hire Agreement Form & Conditions of Use sent together	
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Hire Agreement Form signed & returned	
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Print on headed Paper

Date:

Name
Address of Hirer

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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:
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Name:	

Organisation:	
Address:	
Risk Assessment: (if required)	Attached / Not required (delete as appropriate)
Signature:	Date:



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School Name			
Type of event			
Set up time			
Event start time		Event finish time	
Accommodation required			
Access via			
Name of person in overall charge			

Facilities Required					
No of tables				No of chairs	
Heating	Yes/No	Hot Water	Yes/No	Urn	Yes/No
Projector	Yes/No	OHP	Yes/No	Extension cable	Yes/No
Screen/ Whiteboard	Yes/No	Sound	Yes/No	Stage Lighting	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	
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Signed (On behalf of the PTA)
The school approves the arrangements for the above activity
Signed (Headteacher/authorised person)