

# Mundella Primary School



## Lettings Policy

Date of issue	Next review	Version	To be read in conjunction with in house documents	Updated information
Mar 2018	Mar 2021			
Signed: Chair of Governors				
Signed: Headteacher				

## **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.

Users sign a contract that covers : (see Appendix A & B )

- Terms & 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 single lettings; termly or monthly in arrears for regular lettings.
- Outline charges are set by Headteacher/Governors and reviewed annually and is currently set at £20 per hour.
- 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 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.

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.

### **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.

With regards to the use of the school field pavilion, the user will be responsible for locking the premises and a charge for electricity will be made if the lights have not been switched off. The user will pay a standing fee of £15 per session for the use of the Pavilion, which will cover the costs of electricity, water and cleaning.

In accordance with safeguarding guidelines (including Prevent) all educational lettings will need to submit an overview of their curriculum.

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.

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 expenses of 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.

However, if non-commercial users are unable to provide insurance cover which meets the council's requirements, cover must be arranged through 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 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.

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 times 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 the occupiers or users at the school nor 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 the fire exits.

The Health & 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).

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 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 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 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 license. It may be that a school public performance license will cover the situation but this aspect must be cleared in advance. No films shall be used on the premises.

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.

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 "Temporary Event Notice" from the local authority if intoxicating liquor is to be sold during the letting. 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.

## **Appendix B**

### **Hirer's Liability (Lettings): Procedural Note**

All individuals / groups / organisations hiring County Council premises must have Public Liability Insurance with a minimum limit of indemnity of £5 million any one incident to cover claims arising out of their negligence. This will apply irrespective of whether the hirer is a non-commercial or commercial undertaking.

Use of the premises cannot go ahead until the school is satisfied that the hirer has met the Council's insurance requirements.

Non-commercial hirers can arrange cover in one of two ways. Firstly, groups and organisations may well already have blanket liability cover for their activities. Provided that the cover meets the minimum requirements, and the hirer is able to produce documentary evidence of same from their insurers or insurance brokers, there is no need for them to be covered our Hirers' Liability Policy.

If, however, they do not have their own cover or the cover is inadequate, then insurance must be arranged through the Hirers' Liability Policy. Cover is not automatic and can only be taken out by the school charging the hirer 3.15% of the hire charge in addition to the hire charge and recording this in their books.

Commercial undertakings cannot insure through the Hirers' Liability Policy and must produce evidence of their insurers or insurance brokers. The County Council cannot provide top-up cover if the existing cover is less than the £5 million requirement. The prospective hirer would have to arrange any increase of cover with their insurers.

A commercial hirer is regarded as a person / organisation which hires the premises and may make a personal financial gain or business profit from the hire.

Non-commercial hirers would be regarded as social clubs/associations, registered charities carry out fund raising activities, scouts, guides, cubs, brownies, private parties, wedding receptions, etc.

The legal liability of Parent Teacher Associations whilst organising fund raising activities for the school automatically covered by the Authority's general Combined Liability Policy, so there is no need for them to take out Hirers' Liability cover.

If you require any further information please contact the Risk Management and Insurance Department on 03000 416 311 or by email to [insurance@kent.gov.uk](mailto:insurance@kent.gov.uk)

## Appendix C

### Agreement Form

SCHOOL:
Name and Address of Hirer:
Letting of school facilities to:

Further to your application, I am pleased to offer the following facilities:

Accommodation:
Furniture/Equipment
Use to be made of facilities:
Date/Times:
Charge:
Insurance:
Caretaking:
Contract:
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 copy of this letter as soon as convenient.

Headteacher:
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To:

Headteacher:	School:
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I am satisfied with the details shown OVERLEAF and confirm that we accept the conditions of use and have appropriate insurance cover/require KCC Insurance Cover (Delete as appropriate).

Organisation:	
Date:	
Contact Name:	
Signature:	
Address:	

"Full Name and Address of Potential User"

## **LETTING OF SCHOOL FACILITIES**

Thank you for requesting a letting. May I offer you a contract as follows:

### **Facilities/Space**

Full details of all space including WC's and car parking, etc.

### **Equipment/Furniture**

"Details of all items included in the let"

### **Dates/Times**

"Day(s) Date(s) and Times from start to finish (Not times of function but to include preparation and clearing up time – ie.when the caretaker is needed).

### **Charge(s)**

£ for use of the facilities plus £ for specialist equipment such as Stage Lighting, etc. both payable in advance (or by a certain date). Payment should be made in advance in cash or cheque (made payable to Mundella Primary School).

Proof of insurance cover will be required.

### **Contract**

Your use of the School facilities is subject to your agreeing to the "Conditions for Use" as attached. Subject to your agreement would you please sign and return the agreement form as soon as convenient.

*As yours is a commercial organisation, the KCC Insurance cannot be applied **or** as yours is a non-commercial organisation, you may wish to take advantage of the KCC Mutual Insurance Scheme for which the premium is 3.15% of the letting fee.*

If you have any problems or questions, or wish to arrange a visit, please contact the school on 01303 252265 or email [finance@mundella.kent.sch.uk](mailto:finance@mundella.kent.sch.uk).

Yours sincerely

Mr F E Westmorland  
Headteacher