

Cranbrook Church of England Primary School



Lettings Policy

Amended by: Tracey Surmon	April 2017
Agreed by governors:	May 2017
To be reviewed:	May 2018

Signed by Chair of Governors:	
Signed by Headteacher:	

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 may be under used by the school

Implementation:

Bookings are made through the School Office, as authorised by the Governing Body, and confirmed in writing.

- School, Church and PTA activities have priority
- 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 may be updated annually or termly
- 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 the 'Conditions of Use for a Letting' 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

Roles and Responsibilities

The Finance Officer is responsible for the coordination of the lettings diary (linked to the school diary and updated by the School Secretary).

- The PTA and all Cranbrook CEP staff are responsible for informing the Finance Officer, giving adequate notice, of events outside teaching hours, which will use the school premises.
- Opening and closing the school is undertaken by the caretaker or by prior agreement with an authorised member of 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 Business Manager.
- The follow-up of unsatisfactory lettings is made by the Finance Officer. Due attention is to be paid to avoid undue wear and tear on the buildings and equipment.

Monitoring and Evaluation

Lettings should be evaluated to access the additional income raised for the school. Charges for external hirers, as a minimum, meet all energy, maintenance, cleaning and any Caretaking costs incurred as a result of the letting. External lettings need to be cost effective and should make a profit.

Appendix 1: Booking form

Booking Form

Please complete this form when making your booking for the school facilities. Providing we can accommodate your booking you will be sent the Conditions of Use & the Agreement form, this has to be signed & returned to the school at your convenience.

DATE REQUIRED	
TIME REQUIRED (from – until)	
IS THIS BOOKING	One Off / Weekly / Term time only / Other (please specify)
DETAILS OF YOUR BOOKING REQUIREMENTS	
NAME OF YOUR ORGANISATION	
YOUR NAME	
CONTACT NUMBER	
EMAIL	
ADDRESS	

Thank you for your enquiry; please return to Anita Tansley.

FOR OFFICE USE	
Date booking Received	
Check booking with Caretaker	
Record booking & copy to Caretaker	
Advise School Secretary	
Confirm booking by issuing Agreement & Conditions of Use	
Check & copy insurance details	
Raise invoice	

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 KCC Hirers Liability Policy, for which a contribution towards the cost of the KCC Hirers' Liability Policy 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 user is expected to adhere strictly to the agreed times or, subject to a caretaker being available, be prepared to pay additional overtime for standard opening and closing caretaking duties.

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 the School website.

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. 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. 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.

Vehicles should not be allowed on the playing fields or parked on the paved areas alongside the school building without prior permission. No parking should restrict the caretaker's or emergency services access. 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.

Appendix 3: Key and Security Codes Issue Agreement

Key and Security Codes Issue Agreement Form

I have received a key and an alarm fob for Cranbrook C of E Primary School (known hereafter as the school).

I understand that should the key or fob be lost I must inform the school at the earliest opportunity.

I am responsible for the building being left in a secure and tidy condition.

Should I fail to secure and alarm the building, I may be liable for any loss or damage that may result.

Should the alarm fail to set I will telephone the Caretaker, Mr Guy Goldfinch on his mobile number 07730096293.

I will not transfer either the key or fob to any third person without prior consent of the school.

At weekends and evenings (after 6pm) I will shut and lock the gates on departure.

Should the key or fob be lost I will be liable for the cost of replacing the locks to the school (currently £150 subject to review).

On cancellation of contract, I must return my key and fob upon the request of an officer of the school and failure to do so may result in the lost key charge.

Name:	Signed:	Date:
On behalf of (Business/Society's name if applicable)		

Appendix 4: Lettings Agreement

Lettings Agreement

SCHOOL	
NAME & ADDRESS OF HIRER	
LETTING THE SCHOOL FACILITIES TO	

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

ACCOMMODATION	
FURNITURE	
FACILITIES	
DATE / TIME	
CHARGE	
CARETAKING	

DOCUMENTS REQUIRED

INSURANCE	
RISK ASSESSMENT REQUIRED Yes/No	

Your use of the school facilities is subject to your agreeing to the *Conditions of Use For a Letting* (attached) and abiding by the schools policies detailed therein.

Subject to your agreement would you **please sign & return** a copy of this Agreement as soon as convenient.

Signed by Headteacher

To Mrs Rosie Piper

I am satisfied with the details in the Conditions of Use and confirm that *I/we accept the Conditions of Use and agree to abide by the school policies & have the necessary *insurance cover / require KCC Insurance Cover. (* delete as appropriate).

ORGANISATION	
ADDRESS	
CONTACT NAME	
SIGNATURE	
DATE	