



Providing the keys to success for every child

Whole School Policy on:

LETTINGS

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Kent County Council

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1 Management and Administration of Lettings

The Governing Body has elected to manage its own premises use subject to direction by the LEA or any statutory requirements. The school's delegated budget share must not be used to subsidise any non-school use of premises and grounds (e.g. lettings).

2 Definition of a Letting

A letting is defined as "any community use of the school premises and/or grounds outside of the school day and not associated with the corporate life of the school".

Use of the premises associated with the corporate life of the school includes activities such as staff meetings, parents' meetings, Governors meetings and extra-curricular activities of pupils by school staff. Costs arising from these uses are a legitimate charge against the school's budget.

3 Restrictions on a Letting

A letting **MUST NOT** give full-time exclusive use of all or parts of the premises or grounds. Any equipment provided by the hirer **MUST** be removed from the site or stored as agreed by the school, and **MUST NOT** restrict the use of the facilities by the school or other approved organisations. A letting must not interfere with the primary activities of the school.

4 Categories of Lettings

- (i) Community education activities and programmes directly sponsored or controlled by the LEA (e.g. adult education, youth service and in-service training).
- (ii) Activities that the LEA wishes to support and develop under its subsidised *Lettings Policy* e.g. neighbourhood watch, scout and guides.
- (iii) Lettings approved by the Governing Body.
- (iv) The Governing Body may decide to develop a policy of subsidy for certain categories of its own lettings, the funding for which **MUST NOT** come from the school's delegated budget share, unless it can be shown to be "for the purposes of the school" as required by the Education Act 1988.
- (v) Lettings made under statute e.g. Elections, Parish Council meetings.

5 Policy Statement Use of Premises

It is the policy of the Governing Body to maximise the use of the school premises.



6 Lettings Charges

The Governing Body is responsible for setting charges. The charges will cover all the costs involved and MUST NOT knowingly provide subsidy from the school's delegated budget share.

The charges will be reviewed annually, during the summer term by the Finance and Premises Committee for implementation from 1st September.

Current charges can be found in appendix A.

7 The Administrative Process

Initial Approach by Potential Hirers:

To be made to the Finance Officer who will identify their requirements and the facilities available verbally. These details will then be shared with the Site Manager and to notify the Governing Body.

The Governing Body has the right to refuse an application without stating any reason and no letting should be regarded as booked until approval has been given in writing. No public announcement of a function to be held should be made until the booking has been formally confirmed. The Headteacher has delegated power to agree a letting. The Governors will then discuss the letting at the next available meeting.

Once a letting has been approved a letter of confirmation should be sent to the Hirer, setting out the full details of the letting, enclosing a copy of the lettings terms and conditions and requesting payment by cheque or cash in advance of the booking. In the event of failure to pay the fee, the premises will not be made available.

8 Conditions for the Hire of Palm Bay Primary School

All conditions will be adhered to. The Hirer shall be the person making the application for a letting and such person will be responsible for payment of all fees or other sums due in respect of the letting to the Hirer and for the observance of regulations imposed by the LEA or their lawfully appointed agent.

The Hirer shall ensure that the number of persons using the premises does not exceed that for which application was made and approved.

8.1 Damage, Loss or Injury

- The Hirer warrants to the Governors that it has appropriate insurance to cover all its legal liabilities for accidents resulting in injuries to persons, including participants in the hiring activity, and/or loss of or damage to property, including the hired premises, arising out of the letting of educational premises.
- The LEA/school will not be responsible for any injury to persons or damage to property arising out of the letting of educational premises.



8.2 Protection of Premises and Movable Property

- Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating the drilling of nails or screws into fixtures part of the school fabric will be permitted. In the event of any damage to premises or property the LEA shall make it good and the Hirer shall pay the cost of such reparation.
- Public Safety:
The Hirer shall be responsible for the prevention of overcrowding such as would endanger public safety and for keeping clear all gangways, passages and exits.
Where applicable the Hirer must adhere to correct adult to pupil ratios at all times.
The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct.

8.3 First Aid Facilities

There is no legal requirement to provide first aid facilities for Hirers. It is the Hirer's responsibility to make their own arrangements i.e. trained personnel and provision of first aid kit; particularly in the case of sports lettings. Use of the schools resources is not available.

9 Status of the Person Applying for the Letting

Lettings should not be made to persons under the age of 18 or any organisation or group with an unlawful or extremist background.

Persons may have to undergo, at the discretion of the Governors a Police Check. When lettings involve access to Palm Bay pupils, all personnel involved must be DBS (Disclosure Barring Service) checked as per DfES regulations. These checks are to be made by prior arrangement with the Headteacher (at least half a term's notice in advance to ensure checks are carried out).

All adults working with Palm Bay pupils must be appropriately qualified and sports coaches must follow LEA guidelines and checks.

10 Copyright or Performing Rights

The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the LEA against all sums of money which the LEA may have to pay by reason of an infringement or copyright or performing right occurring during the period of hire covered by this arrangement.

11 Sub Letting

The Hirer shall not sub let to another person.



12 Intoxicating Liquor

No intoxicants shall be brought on to or consumed on the premises without the prior approval of the Governing Body.

13 Smoking

All the school (including the grounds) is a non-smoking area and tobacco is banned from the premises; as are drugs and other inappropriate substances.

14 Heels & Shoes

No stiletto or any type of thin heel is to be worn.

If activities involve outdoor use, please ensure footwear is cleaned before re-entering the premises.

15 Dancing

Application to the Governors must be made in writing for permission.

16 Vacation of Premises

The Hirer shall ensure that premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising children until they are collected and ensuring named adults collect them.

In the event of an emergency, occupants must leave school by the nearest exit. The assembly point is in the car park outside the hall. The Hirer must have immediate access to members contact details. Hirers are responsible for familiarising themselves with emergency exits and must ensure members are aware of evacuation procedures.

17 Charges

Hire charges are reviewed annually and can be found in Appendix A.

17.1 Variation of Scales of Charges and Cancellations

The Hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by the Governors annually) and that the letting may be cancelled provided that in each circumstance at least 28 days' notice either way is given. It is the Hirer's responsibility to notify parents/carers of changes in dates or venues in writing at least a week in advance. The Finance Officer will notify the Hirer of changes/cancellations.



18 Security

Only named key holders may operate the security system. Keys should not be passed to any other person without direct permission of the Governing Body of the School.

19 Food and Drink

No food or drink may be prepared or consumed on the property without the direct permission of the Governing Body due to food hygiene regulations. All litter must be placed in the bins provided. The sink in the hall may be used as required.

Application must be made on the original form.

20 School Equipment

This can only be used if requested on the initial application and its use approved by the Governors. Adults must supervise equipment being issued and its safe return. The Hirer is liable for damage, loss or theft of school equipment they are using. Mats must be provided by the Hirer. School mats cannot be used.

The Hirer is responsible for the equipment's safe and appropriate use.

No use may be made of apparatus such as stage fittings, pianos etc. without specific permission. Staging set up for school use will not be dismantled during the weeks of its use.

21 Priority of Use

The Governors will resolve conflicting demands of the use of the premises with priority being given to school functions and LEA lettings.

22 Own Risk

It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

23 Right of Access

The Governing Body and its agents reserve the right of access to the premises during the letting. The Headteacher/LEA reps or Governors will monitor activities from time to time.

24 Conclusion of the Letting

The Hirer shall, at the end of the hire period, leave the accommodation in a reasonably tidy condition, all equipment being returned to the correct place of storage. If this is not adhered to an additional cost will be charged.



25 Policy Review

The Lettings Policy will be reviewed every three years during Term 5, or earlier if necessary.

The next date for review is: Summer Term 5, 2018.

26 Appendices:

Appendix A - Charges for lettings (page 7)

Appendix B - Application for the hire of the premises (page 8)

Appendix C - Contract for the hiring of the school premises (page 10)



Appendix A

Palm Bay Primary School

CHARGES FOR LETTINGS

£15 per hour	-	Monday to Friday
£20 per hour	-	Weekends

This includes heating as necessary.

INSURANCE

If the organisation is profit making you must have Public Liability Insurance to a minimum of £5,000,000 (five million pounds). We require that you bring in the original Insurance Certificate in order that we may take a copy of it.

If your organisation is non-profit making you may make use of the County Council's Insurance which costs 3.15% on top of the letting charge.

Telephone numbers:

Site Manager: Philip Kimpton – 07855 701292

Site Assistant: Daniel Hadlow – 07972 028349



Appendix B

Palm Bay Primary School

APPLICATION FOR THE HIRE OF THE PREMISES

To be completed by the applicant

Organisation, club etc:

Name and address of applicant:

.....

Telephone No: Home: Work:

Commercial or profit-making activity? Yes No (Please delete as necessary)

Period of hire:

Days: Dates:

Frequency:

Only to be filled in if letting is for more than one session

Times: Preparation if any From to

Event From to

Type of use:

Maximum number of persons expected:

Accommodation required: please circle Hall Kitchen Grounds (Field)

Is heating required?

Name of Insurance company:

On behalf of the organisation referred to above, I hereby acknowledge and accept the Conditions of Hire and agree to pay the charges as stated in advance.

Date: Signed: Printed:

Title or office held:



To be completed by the school

Approval is given for the letting (Yes / No):.....

The letting application has been declined because:

.....

The Site Manager will: *please circle*

Not be required for this letting

Be required to open the premises from:..... to:

And to close the premises from: to:

Be required to be present throughout the period of hire because:.....

.....

Satisfactory arrangements have been agreed in consultation with the Governors
for use of premises as above.

Date: Signed:.....

Charges

Hire of Premises

Hall, Weekdays	£15	per hour
Hall, Weekends	£20	per hour
Use of football pitch	£15	per hour + Vat depending on activity
Caravan Unit per Night:	£6	per night + Vat
Caravan Hall Letting:	£60	per night (Vat exempt)

Insurance Charge

Under certain circumstances, a charge of 3.15% of the letting fee will be made to
cover the insurance costs of the letting

Deposit of £50 for use of the kitchen
(refundable if kitchen found to be in a satisfactory condition)



Appendix C

Palm Bay Primary School

CONTRACT FOR THE HIRING OF THE SCHOOL PREMISES

Let by: Headteacher on behalf of Palm Bay Primary School Governing Body

Hired by:

Areas to be hired:

Hall

Kitchen

Grounds

Period of hire:

Short Term: **Date:** **Time: From:**..... **To:**

Long Term: **Start Date:**..... **Frequency:**

Time: **From:** **To:**

Nominated Key Holder:

Name (please print): **Tel (Home):**.....

Tel (Work):

Address:.....

.....

.....

I am in receipt of a set of keys and agree to observe the conditions of the key holder.

Key holder's signature:.....



Heating to be provided:

Yes

No

As necessary

Site Manager required:

Yes - full time

Yes – to open and close

Not at all

Car Parking: Cars may be parked in the school grounds

Charges for the hiring of the premises:

Acceptance of the conditions of the contract

On behalf of:

I accept the conditions of hire and the specifications of this contract.

Signed:..... **Printed:**..... **Date:**.....

Position:.....