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## Lettings Policy

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Responsible Person	Headteacher
Dated	September 2024
Date of next review	September 2025

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## **Introduction**

The Governing Board regards the school buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible. However, the overriding aim of the Governing Board is to support the school in providing the best possible education for its pupils, and any lettings of the premises to outside organisations will be considered with this in mind.

A charge will be levied to meet the additional costs incurred by the school in respect of any lettings of the premises to ensure that the school budget share does not subsidise the cost of use by a third party.

The Headteacher will resolve conflicting requests for the use of the premises, with priority at all times being given to school functions and PTA events. The school reserves the right of access to the premises during any letting.

## **Definition of a Letting**

A letting may be defined as “any use of the school premises (buildings and grounds) by either a community group (such as a local music group or football team) or, if deemed appropriate, a commercial organisation that benefits the children of the school”. A letting must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

Use of the premises for activities such as staff meetings, parent consultation evenings, Governing Board meetings and extra-curricular activities of pupils supervised by school staff, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school’s delegated budget.

## **Administrative Process**

Organisations seeking to hire the school premises should approach the school office, which will identify their requirements and clarify the facilities available. A Letting Booking Form must be completed after an initial discussion and returned to the school office (see Appendix A).

Madginford Primary School has the right to refuse an application, and no letting should be regarded as confirmed until approval has been received. Each request will be considered on a case-by-case basis. No public announcement of any activity, or function taking place, should be made by the organisation concerned until the booking has been formally confirmed.

Once a letting has been approved, a letter of confirmation will be sent to the Hirer, setting out full details of the letting and enclosing a copy of the Terms and Conditions for the Hire of the School Premises (see Appendix B). The letting should not take place until the signed agreement has been returned to the school. The person applying to hire the premises will be invoiced for the cost of the letting. Madginford Primary School reserve the right to request payment in advance in order to minimise any possible bad debts.

All lettings must include a named individual as a primary contact with their permanent private address, although the agreement could be in the name of a club. This minimises the risk that the hire might be held to be a business tenancy, which would give the Hirer security of tenure.

Hirers will be required to pay the letting charge if the premises are opened for the letting, even if the letting does not take place. The Hirers must give a minimum of 30 days’ notice of any cancellation in which case there would be no charge. Any changes to the letting are at the sole discretion of the school and a formal written request must be made 30 days before the letting.

The school reserves the right to cancel or amend this letting in exceptional circumstances or in the event of at least 30 days' notice of the premises being required for school activities.

### **Roles and Responsibilities**

The School Office staff will maintain a list of Hirers and diary of lettings as the central point of contact for all letting enquiries.

The PTA Secretary and individual teachers are responsible for informing the School Office of events outside teaching hours, which require use of the school premises.

Opening and closing the school will be undertaken by the Site Manager or by prior agreement with an authorised member of staff. Post-letting checks will be made by the Site Manager and reported to the School Office in the event of any issues, which will be followed up and may be chargeable.

Supervision during the letting is the responsibility of the Hirer, including the security of the area of school being used. When a risk assessment is completed by the Hirer or the school, in relation to the premises or activity or equipment involved, these must be complied with. All administrative tasks associated with the letting activity must be undertaken by the Hirer.

### **Monitoring and Evaluation**

Lettings will be evaluated to assess the income raised for the school, including consideration of any reasonable wear and tear to the furniture and fabric of the school. All charges will seek to cover any additional expenses made during the letting such as additional heating and caretaker's payments.

These arrangements will be reviewed at least every two years, although charges will be considered annually and set by the Governing Board.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Role)

\_\_\_\_\_  
(Date)

**Letting Booking Form for Madginford Primary School**

Name of Organisation			
Applicant's Name, Full Address and Post Code			
Telephone No.			
Email address			
Use to be made of the premises		Maximum attendance	
Days		Dates	
Times (including preparation and clear up time)			
Furniture and equipment requirements			
Insurance certificate available / unavailable*			
Caretaking requirements (opening, closing)			
Risk assessment will be provided for the activities / Risk assessment not required (delete as applicable)			
Hire charge	£	One-off / per hour / per session / per term (delete as applicable)	
<b>Use of the school facilities is subject to agreement of the Terms and Conditions attached. I confirm that I have read, understood and accept these, including the associated charge.</b>			
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 is seen and a copy attached.

**Failure to comply with the Lettings Policy may result in a letting being cancelled**

<b>For office use only:</b>	<b>Date</b>
<i>Application Approved / Refused (delete as applicable)</i>	
<i>Risk Assessment acceptable / Not required</i>	
<i>Insurance Seen / KCC Insurance included (delete as applicable)</i>	
<i>Invoice(s) Issued</i>	
<i>Invoice Number(s)</i>	
<i>Payment(s) Received</i>	

## **Terms and Conditions for the Hire of the School Premises**

All terms and conditions set out below must be adhered to. The Hirer shall be the person or club making the application for a letting, and the named contact will be personally responsible for payment of all fees or other sums, due in respect of the letting.

### **Status of the Hirer**

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background. The Hire Agreement is personal to the Hirer only and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of creating any landlord or tenancy relationship between the school and the Hirer.

Persons may have to undergo, at the discretion of Madginford Primary School, a check via the Disclosure and Barring Service (DBS). If a particular letting involves contact with the school's pupils, all personnel involved must be over the age of 16 and undergo a DBS check which may be at their own cost. These checks must be completed prior to finalising any hiring arrangements with the school.

The Hirer is responsible for obtaining all necessary licences, consents and/or permissions which may be required from any source in connection with this letting and the activity stated in the Letting Booking Form. A draft copy of any information to be distributed to participants, or through the school, must be sanctioned by the school office prior to distribution by the Hirer.

The Hirer is responsible for the security of the premises during the letting. The Site Manager will open and close the premises in accordance with times agreed as part of the letting agreement.

The Hirer shall not Sub-Let the premises to another person.

### **Attendance**

The Hirer shall ensure that the number of persons using the premises does not exceed that agreed in the letting agreement. 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. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct. 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.

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.

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.

## **Damage, Loss or Injury**

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. Users must comply with the school health and safety policy, a copy of which is available on request.

The Hirer is 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.

The Hirer will also indemnify Madginford Primary School and the Local Authority against any other claims prosecutions actions costs and demands arising from the letting. Neither the school, nor the Local Authority, will be responsible for any injury to persons or damage to property arising out of the hiring of 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 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 use of materials for preparing floors for dances and the wearing of shoes likely to damage floors, especially in any hall, is prohibited. Furniture and fittings shall not be removed or interfered with in any way, nor decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.

The use of any school equipment must be agreed in advance and responsible adults must supervise its use and ensure safe return. The Hirer is liable for any damage, loss or theft of school equipment they are using, and for the equipment's safe and appropriate use.

Any electrical equipment brought by the Hirer onto the school site must comply with the Local Authority code of practice for electrical equipment. Equipment must either have a certificate of safety from a qualified electrical engineer, or be inspected by the Local Authority. The intention to use any electrical equipment must be notified on the application.

## **Vehicle Access and Car Parking**

There is no dedicated parking available, but local facilities may be used by the Hirer and other users involved in the letting at their own risk. Vehicles must be positioned such that the Emergency Service have clear access to the rear of the school via the side gate. Parking on the roadway where double yellow lines are displayed is not permitted; control of parking is the responsibility of the user.

Vehicles are not allowed on the playground or playing field unless specifically agreed within the hire agreement. Car parking and vehicle access may be permitted under special circumstances in agreement with the school. No responsibility can be taken by the school for any damage to vehicles sustained whilst in the school grounds.

## **Health & Safety**

It is the Hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings.

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. In the event of an evacuation of the building the Hirer is responsible for informing the Fire Officer that all group members have been evacuated safely, so must keep a register.

Access to the school's toilet facilities is included for an indoor letting as part of the hire agreement but will not be available for an outside activity letting.

The whole of the school premises is a non-smoking area, and smoking is not permitted anywhere within the school boundary.

## **Food, Drink & Intoxicating Liquor**

No food or drink (alcoholic or non-alcoholic) may be prepared or consumed on the property without prior approval as part of the letting agreement. Under the Licensing Act 2003 the users are responsible for Temporary Event Notices (TENs) to the borough council and local police. These 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.

Alcoholic drink may not be brought onto the premises while students are present and all litter must be removed from the premises when the event ends.

## **Copyright or Performing Rights**

The Hirer shall not, during the occupancy of the premises, infringe any current copyright or performing right, and shall indemnify the Local Authority and the school against all sums of money which they may have to pay by reason of such an infringement during the period of hire covered by this agreement.

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.

## **Charges**

Madginford Primary School will calculate the letting charge and inform the Hirer during confirmation of the hire agreement. Hire charges are at the rates detailed below and include VAT at the standard rate, although the school reserve the right to reduce/waive such fees in exceptional circumstances.

Facility being hired	Cost	Additional fees
Each classroom	£10 per hour	The Site Manager locks the building and grounds at 1830 every school day. Lettings outside of these times will incur an unlocking and/or locking charge. This is set at £35 for each occasion to cover Site Manager time and travel.
School hall	£15 per hour	
School playing field (full)	£25 per session	
School playing field (part)	£10 per session	
Olympic zone	£10 per session	

School facilities can only be requested in multiples of 30 minutes, although there is a minimum hire period of one hour. If a letting over-runs the agreed booking times, an additional charge will be made for the extended duration.

It is the Hirer's responsibility to publicise events and notify interested parties (where appropriate) of any changes in dates/times at least a week in advance.

Any letting may be cancelled, provided that in each circumstance at least 30 days' notice is given by either the Hirer or school. The Hirer acknowledges that the charges given may be increased from time to time and will be reviewed by the Governing Board annually.

All accounts are payable within 30 days from the date of the account. The school reserves the right to refuse the Hirer subsequent admission to the premises if any account remains unpaid after this period.

### Conclusion of the Letting

The premises should be left clean and tidy by the Hirer, as additional cleaning is not included in the hire agreement and will be a supplementary charge if required. The Hirer is responsible for reporting to the school any issues around the cleanliness of the facilities prior to commencement of the hiring.

The Hirer shall ensure that the premises are vacated promptly at the end of the letting and is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. 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.

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 are to be left as found unless other arrangements have been agreed with the school.