




# KINGSNORTH CHURCH OF ENGLAND PRIMARY SCHOOL

Name of Policy:	Lettings Policy	
Date Written:	September 2019	
Date Updated:	September 2022	
Updated By Who:	Finance Officer	
Policy Originated from:	Kingsnorth Primary School	
Date To Be Reviewed:	January 2025	
Policy Approved By:	SLT:	
	Staff:	
	Governors:	

## Our School Motto:

**Kingsnorth...With Faith Endeavour to Achieve**

## Kingsnorth Vision Statement

'To ensure that every person in our school family is at the heart of everything we do, think and believe. Our values are roots which weave through our entire being and create a learning community built on God's love in which we can all flourish.'

## Our linked Bible Verse is:

'Then, by constantly using your faith, the life of Christ will be released deep inside you, and the resting place of his love will become the very source and root of your life.' **Ephesians 3:17**

## Our 5 Key Christian Values are:

- Compassion**
- Friendship**
- Trust**
- Community**
- Perseverance**



## Statement of Intent

'Recognising its historic foundation, the school will preserve and develop its religious character in accordance with the principles of the Church of England and in partnership with the Church at parish level and the Diocese of Canterbury.

The school aims to serve its community by providing an education of the highest quality within the context of Christian belief and practice. It encourages an understanding of the meaning and significance of faith and promotes Christian values through the experience it offers all pupils.'

## Inclusion and Equal Opportunities

All children have equal access to the curriculum regardless of their race, gender, or disability. Our behaviour policy underpins all that we do at Kingsnorth and is closely linked to our other policies.



## **PURPOSE**

To detail the School's policy and procedures relating to the lettings of the School's premises and facilities.

## **RELATED DOCUMENTS**

Safeguarding Policy  
Health & Safety at Work Act (1974 (as amended)).  
Health & Safety Policy and Procedure No 23.  
Extended Schools Agenda  
Health & Safety Policy and Procedures  
Equality of Opportunities Policy

## **RESPONSIBILITY AND CONDITIONS**

The letting of the school premises by the community is welcomed and encouraged, subject to the following conditions:-

Use of the premises for school functions will take priority over lettings. 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 in order to:

- Support the education and well-being of the School's pupils, their families and the wider local community.
- Meet the objectives of the 'Extended Schools Agenda' as directed by the School's Governing Body.
- Generate revenue through School and PFA activities.
- The Governing Body will set charges for lettings guided by this principle:- Lettings to all other hirers will be charged at cost plus a profit margin determined by the Governing Body.  
**(Appendix B)**
- Income derived from lettings will be retained by the school and costs to the school of lettings will be met from this income.
- The school premises will not be let to individuals or organisations if there is reason to believe that the name of the school will be brought into disrepute.
- The decisions whether to permit lettings will be devolved to the Lettings Manager on behalf of the Executive Headteacher.
- It is the responsibility of the Governing Body to ensure that the Lettings and Charging Policy is followed in compliance with the Related Documents.
- Any proposed changes to this policy or procedure will be authorised by the Governing Body via the Head Teacher.
- All persons hiring the school premises will be expected to conform to the relevant Health & Safety regulations.
- All hirers must carry sufficient Third Party Liability insurance to satisfy Aquila Multi-Academy Trust requirements.
- All hirers must sign a Lettings agreement.

**Priority** - School and PFA activities will have priority over all other bookings.

No bookings are to be confirmed more than 4 months in advance although provisional bookings may be made at any time.

The consumption of alcohol on School premises is discouraged and will only be allowed with the permission of the Executive Head Teacher.



## Applicability

This policy and procedure is applicable to:

- Parents, Staff and Members of the public who wish to use the School's premises and facilities when they are not being used in their official capacity.
- School staff involved in the Lettings procedure.

## BOOKING PROCEDURE

### Booking Request

- Person(s) wishing to hire any of the Schools facilities are to complete, initially, a **Lettings Request Form** to be returned to the school office, who will check and if the facility is free log the details into the School Diary.
- Following receipt of the Lettings Request form, this is approval by the Lettings Officer on behalf of the Head of School, and a Lettings **Agreement Form, showing the relevant hire charge, Safeguarding Information (Appendix C)** and a **Risk Assessment Form. (Appendix D)** will be sent to the prospective hirer.
- These Forms must all be submitted by the hirer to the School Office and subsequently signed by Lettings Officer on behalf of the Head of School
- If the letting is for any Children's clubs, the letting must conform to Safeguarding and all persons running the club must have a current DBS.

### Contractual arrangements

The contact will cover the following points:

- Terms and Conditions (**Appendix A**)
- Cancellation arrangements
- Damage
- Insurance and liability
- Charges
- Restrictions on use
- Licensing for the sale of alcohol, public performances, or the use of copyright material.
- Parking arrangements
- Security of the School site and buildings
- Disturbance to neighbours.

## PAYMENT AND HIRE CHARGES

### Lettings Charges: (**Appendix B**).

Payments for hire charges are to be made to the School Bursar, who will be responsible for raising an appropriate invoice before the letting commences. Payments are to be made as follows:

- Single (one-off) lettings – in advance
- Regular lettings – a month in advance.
- Outline charges are set by the Head Teacher/Governors. They will be reviewed annually by the Governor's Finance and Premises Committees. (See appendix D)

### List of Equipment (See appendix E)



## Conditions of use for a letting

### General Conditions

- 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 in advance, appropriate VAT and any other charges payable, if appropriate. 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. If a lettings fee is charged, 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.
- The school is responsible for
  - Identifying an appropriate room, ensuring that it is open and ready for use at the beginning of the session
  - Providing information about fire and emergency procedures;
  - Informing the Service Provider of any changes (including relevant exclusions) or change of adult collecting a child/young person after a session), as appropriate
  - Ensuring the school is insured for public liability purposes

### Safeguarding

- **Criminal Records Bureau checks. All adults who have regular contact with children, must have full DBS checks and details must be provided to the point of contact at the school.**
- **The Service Provider shall ensure that their employees, or agents, engaged for the performance of the services at all times carry appropriate professional identification and that they are sufficiently trained and instructed with regards to performance of the service, in particular in relation to:-**
  - **the task or tasks they will perform**
  - **the rules, procedures, and standards of the service**
  - **all relevant Regulations, Orders and Acts, and relevant Health and Safety at Work issues.**
- **The Service Provider must have their own Safeguarding Children and confidentiality procedures and should provide the school with written confirmation that the third party representatives that are affiliated to their organisation who take the clubs at the school have satisfied up to date and current recruitment and vetting checks and a copy of the safeguarding policy/procedure for the organisation.**

### Health and safety

- The hirer shall supply the school with a suitable and sufficient assessment of the risks to the health and safety of persons not in his/her employment arising out of, or in connection with, the conduct by him of his/her undertaking
- The Service Provider should also comply with the school's Health and Safety policy
- 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 as is reasonably



practicable, that the facilities, the means of access to and from, are safe and without risk to health. (A copy of the school health and safety policy is provided.)

## Activities

- Damage, use of 'consumable items' or loss of any kind sustained to the premises, fixtures and/or fittings, furniture 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. However, if non-commercial users are unable to provide insurance cover which meets the Multi Agency Trust requirements, cover will be arranged through the RPA insurance for Academies Liability Policy, for which a premium of 3.5% 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.
- **There must be suitable First Aid provision in place ensuring that a qualified First Aider is on site**, that the Provider has access to a complete First Aid kit at all times and holds contact telephone numbers as well as any necessary medical information
- 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 event 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.
- 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 Site Manager.
- The use of materials for preparing floors for dances and the wearing of shoes likely to damage floors, especially in any hall 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 licence. It



may be that a School Public Performance Licence 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 “Occasional Permission Licence” from Ashford Borough Council 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.

### **Equal opportunities**

- The Service Provider shall comply with the provisions of the Race Relations Act 1976, Sex Discrimination Act 1975, Disability Discrimination Act 1995 and all other anti -discriminatory legislation.

### **Inclusion**

- The Service Provider should take all reasonable steps to ensure that the provision is inclusive in accordance with the school’s policies and procedures.



# KINGSNORTH CHURCH OF ENGLAND PRIMARY SCHOOL

Appendix B

## Lettings Agreements

New rates below are effective from 1<sup>st</sup> September 2022

Space/s for Hire	School Related Of direct benefit to children/curriculum	Voluntary Orgs Scouts/Guides Religious orgs Permanent Lettings	Commercial Organisations	Small Businesses Private Functions	Charitable Organisation's Eg Kent Play Clubs	Parish Council Church Council	School Staff Members
<b>Small Room</b> (Classroom if the school is open and operational - outside of the school day)	£7 per hour or part of	£7 per hour or part of	£30 per hour or part of	£15 per hour or part of	Agreed annual rate to be considered on merit and reviewed annually	Gift	Gift
<b>Large Room/Old Hall</b>	£15 per hour or part of	£15 per hour or part of	£50 per hour or part of	£25 per hour or part of	Agreed annual rate to be considered on merit and reviewed annually	Gift	Gift
<b>Main School Hall</b>	£25 per hour or part of	£25 per hour or part of	£50 per hour or part of	£25 per hour or part of	Agreed annual rate to be considered on merit and reviewed annually	Gift	Gift
<b>Other facilities</b> (Playground)	£25 per hour or part of	£25 per hour or part of	£50 per hour or part of	£25 per hour or part of	Agreed annual rate to be considered on merit and reviewed annually	Gift	Gift

- **Gifting** – must pay for liability insurance, caretaking, cleaning and any damages
- **Additional Charges** – Outside of caretaking hours (before 8am and 7pm) there will be an additional hourly rate charged for the unlocking/locking the premises for all lettings
- One off special events will be considered on merit
- We require a **£250 minimum returnable deposit** for events and lettings, subject to risk, for any cleaning or damage



Appendix C

# KINGSNORTH CHURCH OF ENGLAND PRIMARY SCHOOL

Lettings Agreement Form			
<b>Name and Address of Hirer</b>			
<b>Letting of school facilities to</b>			
PLEASE COMPLETE YOUR REQUIREMENTS BELOW			
<b>Accommodation</b>			
<b>Furniture/Equipment</b>			
<b>Electronic white board</b>			
<b>Use to be made of facilities</b>			
<b>Date/Times</b>			
<b>Charge</b>			
<b>Insurance</b>			
<b>Caretaking</b>			
<b>Alcohol on the premises</b>			
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.			
Documentation Seen	Details and Approved		
<b>DBS for all adults for clubs with minors</b>			
<b>Qualifications</b>			
<b>Affiliation to National Federation</b>			
See separate sheet with document details attached			
I am satisfied with the details shown and confirm that we accept the conditions of use and have appropriate <b>insurance cover/require KCC Insurance Cover</b> (Delete as appropriate)			
<b>Organisation</b>			
<b>Contact Name</b>			
<b>Signature</b>		<b>Date</b>	
<b>Headteacher Signature</b>		<b>Date</b>	





*Appendix C continued*

<b>Safeguarding Information</b>			
<b>DBS</b>	<b>Name</b>	<b>Number</b>	<b>Date of Issue</b>
<b>Affiliation to National Federation/s</b>			
<b>Details of Federation</b>			
<b>Safeguarding Policy details</b>			
<b>Checks of vetting details</b>			
<b>Name</b>	<b>Professional Qualifications</b>		



Appendix D

**KINGSNORTH SCHOOL RISK ASSESSMENT**

<b>Location, activity, or issue being looked at</b>				
<b>Likelihood (L)</b>	<b>Severity (S)</b>	<b>Calculating the Risk</b>	<b>Risk Rating (R)</b>	
1 Seldom 2 Frequently 3 Certain	1 Low 2 Medium 3 High	L x S = R	1= Very low or no risk 2= Low risk 3-4 = Medium risk	6= High risk 9 = Very High risk

Activity or Task Being Assessed.	Hazard (something with the potential to cause harm) What could go wrong?	Who may be harmed?	L	S	R	What is done now, that helps control the risk?	R	What extra controls need to be put in place?	By when?	By whom?

<b>Name of Assessor</b>		<b>Date</b>	
<b>Job Title</b>		<b>Review Date</b>	

**Sign here to confirm when all actions have been completed**

If you have any difficulties in completing a Risk Assessment, the school can provide support



## Appendix D Continued

**This is a careful examination of the risks association with both working practices and client activities.**

- **A hazard is anything that may cause harm.**
- **A risk is a chance, great or small, that someone will be harmed by a hazard.**

The aim is to make sure that no one becomes ill or gets hurt at our School.

There are **five steps** to achieve this:

### **1. Look for hazards.**

Look at what may cause harm to people as a result or consequence of the activity, not just those risks present normally.

### **2. Decide who might be harmed and how.**

Look at who may be affected by the work activity, how they may be affected; this may include members of the public, students, cleaner, visitors, contractors and maintenance personnel.

### **3. Assess the risks and take appropriate actions.**

If you find a hazard that may be a risk to employees, or other people, you will need to decide what steps have to be taken to eliminate or reduce those risks as is reasonably practical. What needs to be done depends on whether the hazard is low risk or high risk. You can determine this by looking at what type of injury may occur and how often it may happen. It may be possible to remove the hazard altogether or to take steps to reduce this risk to an acceptable level. If there is no risk present, then you do not need to take any action.

### **4. Record the findings.**

If there are more than five employees then you are legally required to record significant findings from the risk assessment. This means you will need to write down the more significant hazards and record the most important conclusions. The following need to be shown:

- A proper check was made;
- Those who might be affected were consulted;
- All the obvious significant hazards were dealt with and an account was taken of the number of people who could be involved;
- The precautions are reasonable and the remaining risk is low.

### **5. Review the assessment from time to time and revise if necessary.**

It is important that you check the risk assessment, especially if there is a change in the working procedures. You will need to ensure that the assessment takes into account the new hazards, which may cause harm to the health and safety of employees, or other people who may be affected by the change in working conditions.

Following any "incident" revisit risk assessment to see if it needs amendment following the learning experience.



## Equipment

### **Hall:**

Chairs  
Tables  
Benches  
Mobile white board  
Electronic screen and computer  
Wired and wireless microphone  
PA system  
Lighting system  
Overhead projector  
CD/MP3/IPOD sound system  
Staging  
Kitchen Hatch serving area  
Fixed kitchen equipment (please discuss your requirements)

### **Classroom:**

Chairs  
Tables  
Mobile white board  
Electronic screen  
Wired and wireless microphone  
PA system  
Lighting system  
CD player  
DVD  
Laptop

### **Additional:**

Urn  
Cups  
Saucers

**Training can be provided for any of the items listed above.**