

Loose Primary School

Lettings Policy Reviewed June 2023

Philosophy

Provided that 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.
- Satisfy some of the needs of local individuals, groups and organisation.
- Increase the use of facilities that are of necessity under used by the school.

Implementation

Bookings are made through School Hire website and confirmed in writing once the school has accepted the booking on School Hire.

- School and PTA activities have priority.
- No bookings are confirmed more than four months in advance although provisional bookings may be made at any time.
- Users sign a contract that covers:
 - o Terms and conditions relating to type of and length of use.
 - o Cancellation
 - o Damage
 - Insurance
 - Charging
 - o Restrictions on use
 - Licensing for the sale of alcohol, or public performances
 - o Parking
- The contract may be updated annually or termly
- Payment must be made in advance for all lettings
- Charges are set by the Trust and reviewed and updated regularly, in line with market conditions.
- Specific charges are set at the time of 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.
- Child Protection issues are addressed (See Appendix 2 conditions of use)

Roles & Responsibilities

The school's authorised representative is responsible for maintaining the lettings diary on School Hire.

- Opening and closing the school is undertaken by the caretaker, or a casual 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. The responsible person is to ensure that the facilities within the school are correctly used and that the school is left in a clean and tidy state.
- 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.

- A generic Risk Assessment form is provided and must be submitted prior to date of hiring. Please contact the school if you require help in completing this
- Insurance will be provided for non-commercial organisations unless details of your own insurance are supplied; i.e. a copy of your current insurance certificate. A minimum of £5 million Public Liability Insurance cover per accident is required from commercial organisations. **Proof of cover is required.**
- The signatory (person making the booking) accepts fully the Conditions for Letting (attached).

Monitoring & evaluation

Lettings will be evaluated to assess 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.

LETTING CHARGES – Applicable from April 2023 – reviewed periodically

School Hall		
Youth and Local Community Groups / Registered Charities		
Regular Users (at least one a month)	£25 per session - 3 hours booking	
Occasional Users (less than once a month)	£40 per session - 3 hours booking	
Friday Evening	£55 per session – 3 hours booking	
Saturday Evening	£75 per session – 3 hours booking	
Other Organisations and Groups		
Regular Users (at least one a month)	£40 per session - 3 hours booking	
Occasional User (less than once a month)	£60 per session – 3 hours booking	
Friday Evening	£85 per session – 4 hours	
Saturday Evening	£105 per session – 4 hours booking	

ADDITIONAL INFORMATION

Payment is required prior to the date of the letting.

- The above charges are for the hire of the School Hall and toilets. Additional rooms, at extra cost, can be hired subject to availability.
- Friday and Saturday evening charges apply from 1800. Any extra time above 4 hours and extra cost must be by prior arrangement with the school.
- The cost of hiring the school field is £40 per hour, or as agreed for regular users.
- The cost of hiring a classroom/room is £20 per hour, or as agreed for regular users.
- Additional charges apply where the hirer either requires Site Staff to carry key holder duties and / or are called out to deal with an issue.

Swimming Pool	
Regular Users (at least once a week)	£24.15 per hour
Occasional Users	£35.65 per hour

ADDITIONAL INFORMATION

Payment is required prior to the date of the letting, which will be processed through School Hire website upon the booking is confirmed.

Appendices:

Appendix 1

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. 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).
- 2. Payment must be made before the date of the letting to 'Coppice Primary Partnership' through School Hire website. In the event of payment not being received the school may cancel the hiring.
- 3. The scale of charges is reviewed regularly by the Trustee / Governing Body.
- 4. 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 may charge a cancellation fee of a quarter of 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 letting the facility.
- 5. The school reserves the right to cancel any hiring without giving a reason. The school will try to give at least five working days' notice but this might not always be possible due to unforeseen circumstances.
- 6. 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 the use of the school shall be made good at the expense of the user within one month to the satisfaction of the school.
- 7. The Trust / Governing Body does not allow smoking anywhere on the school site.
- 8. All individuals / groups / organisations hiring school premises must have Public Liability Insurance (currently with a minimum limit of indemnity of £5million per incident).
- 9. For non-commercial hirers, cover can be arranged through the Hirers' Liability Policy which is included in the hire charge (subject to relevant VAT charges*).
 - Use of the premises cannot go ahead until the school is satisfied that the hirer has met fully the insurance requirements.
 - The user will be responsible for the first £250 of each claim.
- 10. The hirers of the pool will be required to provide details of their swimming coaching qualifications, certificate of insurance, national rescue award for swimming teachers and coaches, and first aid qualifications.
- 11. On days when school is in session, no article (such as pianos, tables, flowers, etc.), may be delivered at the school before 4.30pm on the day of use, unless arrangements are made with the Head Teacher for their earlier delivery.
- 12. We expect the highest commitment to safeguarding children and young people. It is therefore expected that if either children under the age of 18, or adults under the age of 25 with learning difficulties, attend the club / activity, then user's will ensure that both themselves and anyone (employed or volunteering) to help with the letting have a current DBS check. The school will only confirm such bookings once it has seen a valid DBS check for the hirer.
- 13. It is the user's sole responsibility to control entry of all visitors at the external entrance 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.
- 14. The number of persons using the premises shall not exceed the number authorised. For example the School Hall shall not exceed 120 persons.
- 15. No guarantee is given in respect of the number of chairs available at the school. No transfer whatsoever of furniture or equipment may be made from one room to another by the hirer without the permission of the school.

- 16. The user shall not cause or permit any nuisance or disturbance to other occupiers or users at the school, nor to occupiers of neighbouring properties.
- 17. 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.
- 18. The use of any materials for preparing floors for dance and the wearing of shoes likely to damage the wooden floors is prohibited.
- 19. No screws, nails, or fixing material e.g. sticky tape, Blue Tack, shall be used on the walls or furniture, and no placards shall be fixed to any part of the building or premises without prior permission. Those responsible for the hire of the school building shall prevent anyone standing on the chairs, desks or tables.
- 20. The premises shall not be used for any purpose other than that for which permission has been granted.
- 21. No public performance of a play nor any cinematography exhibition nor any public dancing, singing, music or other public entertainment of the like kind shall be performed in or close to the premises unless any necessary license for the same shall first have been obtained from the relevant local authority and all the necessary measures taken to fulfil the conditions of that license. It may be that a School Public Performance License will cover the situation but this aspect must be cleared in advance. 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.
- 22. The kitchen will only be available for use by the PTA with the approval of the Head Teacher for preparation of food. The servery is not to be used and children are not permitted in the kitchen. The kitchen may be used for the preparation of food prepared by the User. The use of the school's cooking equipment is prohibited.
- 23. The hirer must have written permission from the school before arranging for alcoholic drinks to be consumed on educational 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.
- 24. 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.
- 25. All rubbish, empty containers, crates, etc must be <u>removed</u> 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 arrangement have been agreed with the school.
- 26. The responsible person is to ensure that the facilities within the school are used correctly and that the school is left in a clean and tidy state. The school reserves the right to charge the hirer for any additional costs incurred in respect of tidying and cleaning the premises.
- 27. If the school receives a complaint regarding the hire, the following procedure will be followed:
- a. A representative of the school will raise the concern with the named User.
- b. If applicable, the situation will be monitored for two sessions to allow the issues to be addressed.
 - c. Should the situation remain unresolved, the User will receive written notification of the concern and a further two sessions will be given to allow the User to address the situation.
 - d. If the matter remains unresolved, the User will receive formal written notice of termination of the booking agreement. This will be implemented 72 hours from the date of the letter of notification.
- e. If the User blatantly breaks the conditions of usage, the hire can still be terminated immediately.
- f. The decision of the Head Teacher is final.
- 28. No landlord and tenant relationship shall be created.

All correspondence in relation to the hiring of the premises should be addressed to: (school specific) Loose

Primary School Loose Road Loose Maidstone Kent ME15 9UW

School Telephone Number: Office: 01622 743549

Site Manager: Matthew Todd Caretaker

Mobile: 07383863911

Note: The charge payable by the hirer of the premises includes an amount to cover payment for the caretaking duties. If additional work (additional cleaning, delays in locking up) is found to be necessary the hirer must meet the extra costs involved.

GENERAL STATEMENT - HEALTH & SAFETY AT WORK ACT

The Health and 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 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).

Hirers of the school swimming pool must have regard to the Normal Operating Procedure (NOP) and Emergency Action Plan (EAP).

The user must sign this document as evidence that they have read and agree the above conditions. If you require any further information, please contact the school.

Users Signature: _	_	
School Signature:		

Copy to User Copy to School File