



# BRIDGE & PATRIXBOURNE CEP SCHOOL

## LETTINGS POLICY & PROCEDURE

Bridge & Patrixbourne Church of England Primary School is a welcoming and nurturing community which promotes: **creativity** (developing our gifts); **excellence** (being the best we can be) and **resilience** (learning from our experiences). The school provides opportunities which enable everyone to flourish and grow within the love of God.

*I am the vine, you are the branches. If you remain in me and I in you, you will bear much fruit. Without me, you can do nothing.*

**John 15:5**

### Key Personnel

**Headteacher:** James Tibbles

**Chair of F&P:** Graham Duplock

### Key Dates

**Ratified by F&P:** January 2022

**Date of next review:** January 2025

## Philosophy

The Governing Body has decided that 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 are under used by the school

## Implementation

Bookings are made through the headteacher or the finance officer of the school, as authorised by the Governing Body, and confirmed in writing.

- School 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 Head teacher/Governors and reviewed annually
- Hire of the hall and immediate outside area @ £15.00 per hour
- Registered charities and community groups are given a 20% discount
- 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 should be updated and reviewed at least annually
- 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 an 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 school authorised representative is responsible for the construction and regular update of the lettings diary.

The PTA and individual teachers are responsible for informing the authorised school representative, a term in advance, 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 the 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

When a risk assessment is completed by the user or the school, in relation to the premises or activity or equipment involved, the user must ensure any controls are complied with

Post-letting checks are made by the caretaker and reported to the school authorised representative

The authorised representative will ensure that excess wear and tear on the buildings and equipment is avoided and will follow up unsatisfactory lettings to resolve issues

### **Monitoring & Evaluation**

Lettings should be evaluated to assess the additional income raised for the school, less the cost of any reasonable wear and tear to the furniture and fabric of the school, made during lets and costs of additional heating and caretaker's payments.

## Appendix 1: Pricing & Charging

Facility being hired	Cost per hour	Additional fees
School Premises	£15 (£100 day rate)	None

*NB: Registered charitable groups and affiliated church groups are permitted to use the school hall and facilities free-of-charge.*

Schools should ensure that there is an adequate charging policy for lettings and that income due is identified, collected and accurately recorded and controlled.

### Key Controls and Procedures

The Governing Body should establish a standard hire agreement form (which should be pre-numbered for control purposes), a charging policy for lettings and approved rates of charges, which should be documented for reference by appropriate school staff. When setting charges, consideration should be given to ensuring that caretaking and other costs are included. Most local accounting systems offer a standard debtors invoice.

All lettings must have a completed lettings form to ensure that those hirers requiring cover by the Authority's insurance policy are properly recorded. Where a school may have agreed free use of its facilities, a nominal sum must be charged and a hire form completed to substantiate any insurance claim that may subsequently be made.

A hirer should be requested to complete, sign and return the standard hire agreement form confirming their acceptance of the terms and conditions of the lettings. A hirer must confirm that they have taken out adequate insurance to cover their legal liabilities during the period of the letting if they are not paying the extra charge to be covered by the Authority's insurance policy.

Hire agreement forms should be authorised by the Headteacher, or an officer at an appropriate level. Forms should be filed sequentially.

All applications for lettings should be documented to monitor the use of facilities. The hire agreement form number should be entered on the monitoring record for cross-reference purposes.

Pre-numbered invoices (e.g., the Authority's local collection invoice) should be raised for all lettings, and invoice numbers should be recorded on the relevant hire agreement forms for cross-reference purposes.

An appropriate person should allocate any work connected with each letting to the caretaker. The caretaker's claim forms for this work should be checked and authorised for payment by this officer, who should ensure that caretaking costs are correctly included in the hiring charge.

VAT should be correctly charged on appropriate lettings of sports facilities. (Consult the Authority's VAT specialist's guidance notes on this subject). Schools Financial Services February 2015 38

Where possible, and in particular for 'one-off' lettings, income should be collected before a letting takes place to reduce the risk of non-payment.

Pre-numbered receipts should be issued for all lettings income received, and receipt numbers should be recorded on the relevant invoices.

The school's copy invoices should be filed sequentially awaiting payment, and when paid they should be attached to the relevant hire agreement forms. The hire agreement forms should then be endorsed as 'Cleared'.

The hire agreement forms file and the outstanding invoices file should be regularly reviewed by the appropriate person to ensure that all income is properly identified for collection and the outstanding debts are pursued. A procedure

should be established to pursue debts, e.g., by a first letter one month after the letting took place, and a second letter after two months, then consideration should be given to legal action or write-off.

An adequate division of duties should exist in:

- The confirmation of lettings
- The issue of invoices
- The receipt of income
- The monitoring and pursuit of debts

## Appendix 2: 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 as applicable unless the letting is to a school or club that meets 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 charge for a letting payable by the user includes for the user to enter the facilities, tidy / clean up after use and then lock up before leaving the premises i.e. without school personnel involvement..

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 as 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 request.

If agreement is given for the use of the schools 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 school's authorised representative.

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 (eg. live and recorded music and performance of dance) and late night refreshments.

Vehicles are not allowed on the playground or playing field unless specifically agreed in writing. Vehicles may be parked in the school car park at the front of the school. 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. 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.

Application Form

To Request the Use of: Bridge & Patrixbourne CEP School

*This form to be completed by the applicant and submitted to the Headteacher*

<b>Name of Organisation</b>	
<b>Applicant's Name Address &amp; Post Code</b>	
<b>Telephone No</b>	
<b>Email address</b>	

<b>Use to be made of the premises</b>		<b>Maximum number of persons</b>	
<b>Accommodation/ Facilities required</b>		<b>With / without heating</b>	

<b>Days</b>		<b>Dates</b>	
<b>Times</b> (including preparation and clear up time)			
<b>Furniture and equipment requirements</b>			
<b>Insurance certificate available / unavailable*</b>			
<b>Caretaking requirements</b> (opening, closing, for duration etc)			
<b>Risk assessment will be provided for the activities listed here / Risk assessment not required</b> (delete as applicable)			

*\*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 seen and a copy attached.*

<b>Signed</b>		<b>Dated</b>	
---------------	--	--------------	--



## Sample Hire Agreement Letter

Dear Hirer

### **LETTING OF SCHOOL FACILITIES**

Thank you for the lettings request. I can offer the following:

#### **Dates/Times/Facilities/Space/ Equipment/Furniture**

As shown on the enclosed Hire Agreement Form. *Or full details of all space including WCs/ car parking/items/equipment included in the let etc and Day(s), Date(s), Times from start to finish (not times of function but to include preparation and clearing up time - eg. when the caretaker is needed)*

#### **Charge(s)**

As shown on the enclosed Hire Agreement Form. *Or £xxx for use of the facilities plus £xxx for specialist equipment eg Stage Lighting, VAT charge £xx (if applicable) and £xxx insurance charge. Payable by xxx date.*

#### **Insurance**

*Proof of insurance cover from your insurer or broker will be required. As yours is a commercial or political organisation, the KCC Hirers' Liability Insurance cannot be applied (or: as yours is a non-commercial organisation, you can take advantage of the KCC Hirers Liability Insurance Scheme for a contribution to the cost amounting to 3.15% of the letting charge)*

#### **Risk Assessment** *(optional paragraph if appropriate)*

*The activity you will be carrying out requires a risk assessment to be completed by you. Please complete the HSE's "Five steps" form or other suitable pro forma and return to me with the signed Hire Agreement Form (or by xxx date)*

#### **Agreement**

Your use of the School facilities is subject to the "Conditions of Use" as attached. Please sign and return the Hire Agreement Form *(and risk assessment if applicable)* as soon as convenient.

If you have any problems or questions or wish to arrange a visit please contact me.

Yours sincerely

Headteacher

Attached: Hire Agreement Form & Conditions of Use