



# **Kenilworth Primary School**

## **LETTINGS POLICY**

Ratified by Governing Body October 2018

Reviewed: January 2021

Next Review: January 2023

*'High Aspirations Today, Inspiring the Leaders of Tomorrow'*

*High Aspirations Today, Inspiring the Leaders of Tomorrow*

## **INTRODUCTION**

The Law states that governors control the use of the school premises outside normal school hours, but they must comply with any directions given by the Local Authority.

The Local Authority has a legal requirement placed on them to provide accommodation for certain bodies, i.e. community language classes, as outlined in Section P of the HCC Property Matters guide.

The Governing Body 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 Body 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. Lettings will only be agreed where it is clear that the security of the school and its contents will not be compromised.

## **DEFINITION OF A LETTING**

A letting may be defined as “any use of the school premises (buildings and grounds) by either a community group, or a commercial organisation.” 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, parents’ meetings, School Association activities, Governing Body meetings and extra-curricular activities of pupils supervised by school staff, falls within the corporate life of the school and are not charged.

## **CHARGES**

The Headteacher and Governors are responsible for setting charges for the letting of the school premises. A charge will be levied which covers the following: cost of services, cost of staffing (additional security or caretaking) - including “on-costs”; cost of administration; cost of “wear and tear”; cost of use of school equipment (if applicable); profit element (if appropriate).

Cleaning is not included in letting charges, as all those hiring an area of the school must leave it as they found it. Should this not be the case, a charge for additional cleaning will be made. All letting charges will be reviewed annually and hirers given one month written notice of changes.

## **MANAGEMENT AND ADMINISTRATION OF LETTINGS**

The Headteacher is responsible for the management of lettings, in accordance with the Governing Body’s policy. Where appropriate, the Headteacher may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process. For casual lettings, a deposit will be required, in addition to the letting charge.

If the Headteacher has any concern about whether a particular request for a letting is appropriate, or the request is for a regular letting, they will consult with the Chair of the Premises Committee, who is empowered to determine all lettings issues on behalf of the Governing Body. (All decisions should be submitted to the committee for ratification).

All lettings must be supervised by an approved key holder. At the discretion of the Headteacher, long-term lettings can be allowed to be self-supervised providing the hirer supplies appropriate references and contact details have been strictly verified. For health and safety reasons, the kitchen cannot normally be let for catering purposes.

All hirers must have public liability insurance. If they do not, they may use the schools. This must be charged for by the school (5% of the hiring fee for each session). They must also be familiar with fire evacuation procedures and ensure that relevant emergency exit doors are unlocked.

## **THE ADMINISTRATIVE PROCESS**

Organisations seeking to hire the school premises should approach the Headteacher (or School Business Manager), who will identify their requirements and clarify the facilities to be made available, the letting rate and the availability of a key holder to supervise the let.

They must then fill in the request form. (See Appendix B ). This request must be confirmed in writing and a copy of the terms and conditions supplied.

The school has the right to refuse all letting requests and terminate all regular lettings at any time. A letting should not take place until a signed agreement has been returned to the school. The person applying to hire the premises will be invoiced for the cost of the letting.

The school will seek 10% deposit for casual lettings, which is not refundable in the event of a cancellation.

The hirer should be a named individual and the agreement should be in their name, giving their permanent private address.

The SBM is responsible for maintaining records for each organisation / individual hiring Kenilworth School premises.

## **SCALE OF CHARGES (See Appendix A)**

### **CHARGING RATES**

The governors determine their own charges for all lets outside the Free Letting Scheme taking into consideration basic running costs, e.g. heating, caretaking and cleaning, etc. These rates are reviewed by the Finance Committee on an annual basis, usually as part of the budget setting process, and the new rates approved through the Governing Body as recorded in their minutes. The new rates are normally implemented from the start of each academic year.

The school is expected to apply the governor approved rates for all hirers to the school. However, to promote community use, the Headteacher may use their discretion to give a 10% discount to certain hirers. This must be discussed with the Headteacher prior to agreement and details recorded with the hirers records.



## Lettings Rates Guidance: Community Lettings

	One off	Regular let
Hall	£25 / hour	£22.50 / hour
Classroom	£17 / hour	£15 / hour
Football Pitch	£17 / session	£15 /session
Dining Room	£25 / hour	£22.50 / hour



## APPENDIX B

### Kenilworth Primary School Letting Enquiry Form

Name of Individual/Company/Group: \_\_\_\_\_

\_\_\_\_\_

Contact Name: \_\_\_\_\_

\_\_\_\_\_

Address \_\_\_\_\_

Email Address: \_\_\_\_\_

Contact Number - Day: \_\_\_\_\_ Evening: \_\_\_\_\_

Date(s)/Days when you would like to hire: \_\_\_\_\_

And Times: \_\_\_\_\_

#### Facilities required

<u>Room</u>	<u>Tick as required</u>	<u>From</u>	<u>To</u>	<u>Cost</u>
Hall				
Classroom				
Playground				
Pitch				
ICT room				
library				
Nurture Room				
Other				
<u>Equipment required</u>				
Sound System				
Projector				
Corner flags				
Goal Nets				
Cleaning equipment				
Other				
			<b>Cost per let</b>	
			<b>Total Fee</b>	
			<b>Hirer Insurance fee 5% (If needed)</b>	
			<b>Total</b>	

**Payment Method:** Cheque/Direct Deposit

Do you have Public Liability Insurance: - Yes No

Name of Insurance Company: \_\_\_\_\_  
\_\_\_\_\_

Policy Number: \_\_\_\_\_

Policy Start Date: \_\_\_\_\_

Policy End Date: \_\_\_\_\_

**NB:** The hirer must be covered by Public Liability Insurance. Where the hirer holds a Public Liability Insurance policy, a copy of the Cover Note must be provided to the school prior to the hiring. **If the hirer does not hold such a valid policy, the school will charge an additional 5% of the letting fees to cover the Public Liability fee.**

**One off hirers only**

We will also require a deposit of £50 to be refunded after the date of hire to cover any eventuality such as damage to school property as well as emergency cleaning that might have to be done.

**Payments:**

At least 50% of the total cost must be paid 10 days prior the letting and the remaining 50% 2 days before the letting.

**Declaration:**

Please read before signing:

I agree to pay the charges due as required and hereby certify that the premises and grounds will be used only for the purpose stated:

The premises will be left in the same condition as when I accessed it, or an additional charge for cleaning/repairs will be incurred.

Signature of Hirer: \_\_\_\_\_ Date: \_\_\_\_\_



## APPENDIX C

### CARE OF THE PREMISES AGREEMENT

- The Hirer agrees to pay the cost of claims, expenses or damage incurred or suffered by the school or County Council arising either directly or indirectly out of the use by the Hirer of the hired accommodation and equipment at the school
- The Hirer is required, in addition, to take out Public Liability Insurance, and to let the school have a copy of the cover note in advance of the hiring, unless they purchase cover through the school's annual Public Liability Insurance policy.
- Reasonable care shall be taken to protect any surface or equipment, which is likely to suffer damage as a result of hire.
- The Governors wish to emphasise, therefore, that it is the responsibility of the Hirer to ensure that maintenance of order, and in particular the clearing of the premises at the end of the function. Any misconduct by any person attending the function may result in the Hirer and his/her organisation being refused further bookings.

#### PRIVATE PROPERTY

- No responsibility can be accepted by the Governors or the County Council for loss of, or damage to, any property, which may be brought onto the premises as a result of the hiring.

#### PAYMENT

- The Governors reserve the right to refuse any application or terminate the agreement at any time for non-payment.

#### INSTALLATIONS AND USE OF PREMISES

- The Hirer shall not permit any interference with the gas system, pipes, electric wiring, lights switches, or other installations of the school without the previous consent of the Governors in writing.
- No nails, screws, adhesive or adhesive tape shall be fixed to the floor, walls, ceilings or any other part of the building nor shall any platform or other erection, or any decoration be put up without the previous consent of the Governors in writing.
- The Hirer shall confine his/her activities to the accommodation and equipment hired, and is not to use any other part of the school except insofar, as is necessary for access purposes.
- Users of premises must remember that the school is primarily intended for education and the premises must be treated with care and respect. Work and equipment should not be touched, and furniture moved only when necessary and replaced in its original position unless otherwise directed.
- The hire of a particular room will normally include the use of the furniture usually present in the room without further charge, but at the end of the let it is the Hirer's responsibility to move the furniture back to its original position.
- Hirers must comply with no-smoking requests.
- No application will be granted for any purpose, which may jeopardise the insurance of the school.



## **TERMINATION**

- The Governors reserve the right to terminate any letting without notice where complaints are received as to the use of the premises by the Hirer.
- The letting shall automatically be terminated by any breach of the conditions contained herein.
- The Governors and County Council also reserve the right to terminate any letting at any time prior to, or during, the hiring where it is considered that the use of the premises is likely to occasion a risk of disorder or damage or injury to persons or property.
- In the event of any cancellation or termination of a hire by the school for the reasons above or for any other reason (e.g. failure in the heating arrangements), a proportionate part of the payment (or in the case of cancellation before the hire starts, the whole payment) representing the payment for the unexpired period of the letting shall be refunded to the Hirer.

## **CHANGES IN CHARGES**

- The Governors reserve the right to change the charges for use of the accommodation at any time prior to the hiring, including after the acceptance of the application form and 10% initial payment, after giving one month's notice in writing of their intention to do so.
- Once the Governors have given notice of a proposed increase, the Hirer shall be entitled to terminate the hiring by notice in writing within one week of receiving the notice of the change, and any deposit paid shall be refunded.

## **FAILURE TO USE ACCOMMODATION**

- In the event of the accommodation and/or services not being used by the Hirer, or not used in full as booked, no money that has been paid shall be refunded.

## **USE AND TIMES**

- The Hirer shall not use the accommodation and/or services for any purpose other than that specified on the application to hire form, and shall neither enter the premises before, nor leave them after, the times stated on the application form.

## **COPYRIGHT**

- It is the responsibility of the Hirer to ensure that he/she complies with all the requirements of the law referring to copyright (including returns to the Performing Rights Society 020 7580 5544)

## **PUBLIC PERFORMANCES etc**

- If the nature of the function for which the premises are used is the public performance of a play, music, dancing or any other activity for which a licence is required, it is the Hirer's responsibility to ensure that an appropriate licence is secured and that the Hirer complies with its conditions.
- The school may have taken out an annual licence for public music and dancing, in which case a separate application is not required, but it is the Hirer's responsibility to confirm that this is the case.
- Forms of application for an Entertainment Licence may be obtained from the respective Borough Council or District Council offices, allowing 28 days' prior notice.

## **GYMNASIUM**

- Hiring the PE equipment, or other part of the premises for sporting or other physical activities entails the Hirer accepting the obligation of securing safe conditions and proper supervision by appropriately qualified persons.



#### **ALCOHOLIC DRINKS**

If alcoholic drinks are to be served at a function (with a licensed bar)

- The Hirer must inform the school of this at the time of booking the accommodation.
- The Hirer must also inform the local Chief Officer of Police at least one week before the event.
- No person may be admitted after 10:30 pm.
- Adequate supervision must be provided at both the main entrance and all other doors, including fire exits.
- If alcoholic drinks are to be sold, it is the Hirer's responsibility to ensure that an appropriate licence is obtained and that there is compliance with its conditions.
- In order to obtain a Drinks Licence the Hirer should either contact a Local Magistrate (giving at least 2 months' notice) or ask a Publican to obtain a licence (giving at least 6 weeks' notice)
- The Hirer's attention is particularly drawn to the legal prohibitions on supplying alcohol to persons less than 18 years of age.

#### **OUTSIDE EQUIPMENT**

- The Hirer shall not use any loudspeaker system or other equipment outside the premises without having obtained the prior written consent of the Governors.

## LETTINGS INDEMNITY FORM

INSURANCE COVER – must comply with the conditions of the hiring agreement.

Please complete where applicable:

\* I maintain a Public Liability Insurance Policy and have provided the school with a copy of the current insurance certificate.

\* I wish to be covered by Kenilworth Primary School's Primary School's Public Liability Hirers Insurance Policy during the period of hire and agree to pay the premium cost of 5% of the hire with the hire charge.

\* I understand that there is an excess payable by me of £150 relating to each and every claim for loss or damage to Kenilworth Primary School's property arising from my hire of the premises

\* I hereby undertake that in the event of claims arising during my hire of Kenilworth Primary School's premises I shall not admit liability to the claimant but immediately forward such claims with a brief report on the incident to the Premises Manager, Kenilworth Primary School,

Signature \_\_\_\_\_ Date \_\_\_\_\_

Declaration - Please read before signing:

Any licenses necessary and the Theatres Act 1968 and the Cinematograph Acts 1909 and 1952 have been or will be observed and any requirements of the Licensing Justices, where necessary, have been or will be met. I agree to pay the charges due as required and hereby certify that the premises and grounds will be used only for the purpose stated:

Signature: ..... Date: .....

FULL NAME (BLOCK CAPITALS) Mr/Mrs/Miss .....

## SCHOOL AGREEMENT

For School Use Only:

It is confirmed that the accommodation required is available for the time and date(s) requested.

Signature: ..... Date: .....



Clubs & Associations

(Or an Organisation representing affiliated clubs or constituent associations e.g. local league)  
Declaration of Eligibility for VAT Exemption in respect of a Series of Sessions

Note all references to Clubs should be taken to apply to Associations and organisations representing affiliated clubs or constituent associations.

I hereby declare that I represent the following club:-

.....

And that to the best of my knowledge, the following statements characterise the set up of the club :-

The Club is an organisation of persons (more than one) with an identifiable membership.

The membership is bound together for a common purpose by an identifiable Constitution or Rules (these may be written or oral).

Signed.....

Print Name.....

Date.....