




# Ashford Oaks Primary School

## School Lettings Policy January 2024

<b>Document history:</b> Reviewed by Sarah-Jane Sullivan Reviewed by Sarah-Jane Sullivan	January 2023 5 January 2024
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<b>Review date: Annually</b>	January 2025
<b>Safeguarding Approved by Toni Harris</b>	January 2024
<b>Signed: Rob Cooke</b>    <b>Chair of Governors</b>	

## **Philosophy:**

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 representative of the school (School Business Leader with Headteacher's approval), as authorised by the Governing Body, and confirmed in writing.

- School and club 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 Headteacher/Governors and reviewed annually.
- 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, and outside use of the premises and grounds after school, in evenings, at weekends and in holiday (shared school calendar).
- The headteacher and governing body will seek written assurance that the organisation concerned has appropriate policies and procedures in place regarding safeguarding children and child protection, and that relevant safeguarding checks have been made in respect of staff and volunteers. If this assurance is not achieved, an application to use premises will be refused.
- Safeguarding requirements will be included in any transfer of control agreement (i.e. lease or hire agreement), as a condition of use and occupation of the premises. Failure to comply with this will lead to termination of the agreement.

Users sign an agreement that covers (Appendix a):

- 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 PA to SLT 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 a casual caretaker, or by prior agreement with an authorised member of the staff. For long term lettings, users are permitted to become key holders once references are sought and the key holder policy has been signed.
- 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 caretakers 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 A**

### **Ashford Oaks Primary School**

#### **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 of sports facilities unless the letting is to a school or club that meets with 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 an amount to cover payment for standard opening and closing caretaking duties and may include additional duties if agreed prior to the

letting. The user is expected to adhere strictly to the agreed times or, subject to a caretaker being available, be prepared to pay additional overtime.

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 is 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 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 school's authorised representative or caretaker.

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: [Temporary Event Notice \(TEN\) - to authorise one or more licensable activities. \(ashford.gov.uk\)](https://www.ashford.gov.uk/Temporary-Event-Notice-TEN) 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) [Temporary Event Notice \(TEN\) - to authorise one or more licensable activities. \(ashford.gov.uk\)](#) 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 should not be allowed on the playing fields and no parking which restricts the caretakers' or emergency services access will be permitted. Consideration of separating vehicles and pedestrians on site should be considered where the activity poses additional risk. 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.

### Ashford Oaks Hire Agreement Form

<b>From Headteacher:</b> ..... <b>School</b> .....Ashford Oaks Primary.....	HIRE AGREEMENT No: AO000
<b>Name of Hirer:</b> <i>Further to your application I am pleased to offer the following facilities:</i>	
<b>Accommodation/ Furniture/Equipment</b>	
<b>Use to be made of facilities</b>	
<b>Date(s) &amp; Time(s)</b>	
<b>Charge – week days/evenings</b>	£15 per hour x 2.5 hours per week (£25.00)
<b>Charge – weekend standing charge</b>	£40 one-off payment (regular bookings reduced to £25)
<b>Charge - weekends</b>	£20 per hour
<b>Insurance arrangements</b>	Public Liability Insurance to be supplied by hirer
<b>Caretaking arrangements</b>	Key Holder (Site Manager to Induct)
<b>Risk Assessment required</b>	By hirer
<b>Headteacher's Signature:</b>	<b>Date:</b>
Your use of the school facilities is subject to your agreeing to the <b>Conditions of Use</b> as attached. Subject to your agreement would you please sign and return the form as soon as possible	

<b>To:</b> ..... <b>Headteacher</b>  ..... <b>School</b>	HIRE AGREEMENT No: AO000
<i>I am satisfied with the details shown above and in the letter and confirm that we accept the <u>Conditions of Use</u>. We have the appropriate insurance cover</i>	
<b>Name:</b> YES/NO]	<b>[KEYHOLDER</b>
<b>Organisation</b>	
<b>Address:</b>	
<b>Risk Assessment &amp; Public Liability Insurance: (please attach)</b> (required)	
<b>Signature:</b>	<b>Date:</b>

