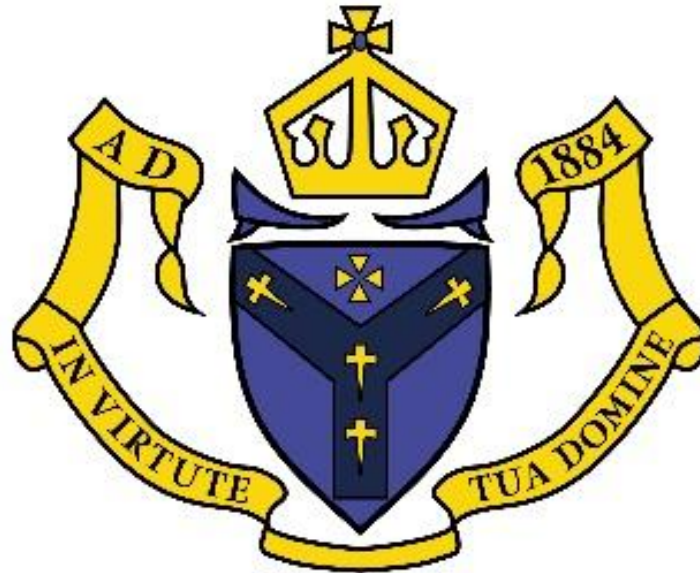




Sissinghurst VA Church of England Primary School

Enjoy, Achieve and Celebrate Together in Faith



The Governors and Staff of Sissinghurst (VA) Church of England Primary School believe the policies and procedures we write help us to continuously improve the school and develop our pupils to become life-long learners and valuable citizens of the future. We are dedicated to providing an education of the highest quality within the context of Christian belief and practice.

Our Christian values of:

Endurance · Koinonia · Friendship · Wisdom

underpin all our policies. We actively reject any form of discrimination.

Policy Title:	Lettings Policy
Date:	September 2020
Review Date:	September 2022
Reviewed By:	Resource Governors
Approved By:	Resource Governors

Philosophy:

Provided there is no interruption to school use of the premises, part of the school buildings and grounds may be rented 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, 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 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, 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 letting's diary.

- The PTA secretary 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
- 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.

Lettings Pricing

Facility being hired	Cost per hour	Additional fees
School Hall <i>additional charge for heating</i>	£20 <i>By agreement</i>	Cost of caretaker to unlock/lock school: £15 per unlocking and/or locking for each event starting/finishing outside normal school hours
Kitchen <i>including facilities for making tea, coffee, washing up, etc</i> <i>Additional charge for cooking equipment uses</i>	<i>By agreement</i> <i>By agreement</i>	
Playing Field	<i>By agreement</i>	
Other	<i>By agreement</i>	

Charges may be discounted or waived at the discretion of the Headteacher if a hirer agrees to provide value added benefits to the children who attend the School.



PTA Request Form for use of School Premises/ Site

Type of Event			
Set Up Time			
Event Start Time		Event Finish Time	
Access Via			
Person in Overall Charge			

Facilities Required

Parking Arrangements:	
Number of Chairs	
Number of Tables	

Please Highlight Any Extra Facilities You Require (Tick/ Circle)

Heating	Hot Water	Urn
Projector	OHP	Stage Lighting
Screen/ Whiteboard	Sound	Extension Cable
Other:		

PTA Member Responsible for Clearing Up	
PTA Member Responsible for Bar Licence	
PTA Member Responsible for Ticket Sales	
Risk Assessment Required?	
Person Responsible for Assessment	
Caretaker Advised	

Signed (on behalf of the PTA):

Date:



Sissinghurst VA Church of England Primary School

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External Request Form for use of School Premises/ Site

Please complete this form and return to the School Office F.A.O. Mrs J Langton

Name of Organisation	
Applicant Name	
Applicant Address	
Telephone Number	
Email Address	

Event/ Use to be made of premises	
Dates Requested	
Times (include preparation and clear up time)	
Facilities required <i>With Heating</i>	Yes / No
Furniture and equipment requirements	
Insurance certificate	Available / Unavailable
Caretaking requirements (opening/ closing etc.)	
Risk assessment provided	Yes / No

*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

For Office Use Only:

	Date
Application Approved / Refused (delete as applicable)	
Hire Agreement Letter, Hire Agreement Form & Conditions of Use sent	
Risk Assessment acceptable / Not required	
Insurance Seen / KCC Insurance included (delete as applicable)	
Hire Agreement Form Signed	
Hire Agreement Form Returned	
Invoice(s) Issued	
Invoice Number(s)	
Payment(s) Received	



Headteacher - Mrs J Langton
Common Road, Sissinghurst, TN17 2BH
office@sissinghurst.kent.sch.uk

Date: xxx

To: Full Name and Address of potential hirer

Dear Hirer,

Letting Request of School Facilities

Attached: Hire Agreement Form & Conditions of Use

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 - e.g., 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 egg 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,

Mrs J Langton



Hire Agreement Form

From Mrs J Langton, Headteacher of Sissinghurst VA Church of England Primary School

Hire Agreement Number:	
Name of Hirer	
Further to your application, I am pleased to offer the following:	
Facilities <i>Accommodation/ Furniture/ Equipment</i>	
Use to be made of facilities	
Date(s)	
Time(s)	
Charge	
Insurance Arrangements	
Caretaking Arrangements	
Risk Assessment	Required / Not Required

Headteacher's Signature	
Date	

Your use of the school facilities is subject to the **Conditions of Use below**. Subject to your agreement would you please sign and return the form as soon as possible.

To Mrs J Langton, Headteacher of Sissinghurst VA Church of England Primary School

Hire Agreement Number:	
I am satisfied with the details show above and, in the letter, and confirm that we accept the Conditions of Use.	
Delete as appropriate	We have the appropriate insurance cover We require KCC insurance cover
Name	
Organisation	
Address	
Risk Passement	Attached / Not Required

Hirer Signature	
Date	

Conditions of Use

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. All hirers must state the purpose of the hire. An application will not be approved if it is aimed at promoting extremist / terrorist views, involves the dissemination of inappropriate materials or contravenes the School's statutory duties with regard to the prevention of terrorism and radicalisation (the Prevent duty).

The agreement will include the permitted purpose, 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. [Continues overleaf]

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 must ensure that if children will be using the premises it has in place appropriate policies and procedures with regard to safeguarding children and child protection and that relevant safeguarding checks have been made in respect of all staff and volunteers. The user will on request provide evidence of its safeguarding and child protection procedures and that appropriate DBS checks have been carried out. The user must also inform the school of any safeguarding concerns that become apparent during the use of 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 another 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 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 are 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. If an individual or group is found to be promoting views in contravention of the school's Prevent duty, the school will contact the police who will remove the person or group from school premises. In addition, the person or group may be guilty of a criminal offence.

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 (e.g., 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.