



## School Lettings Policy

## 1. Title Page

Revision	Revision Date	Description
1A	30 <sup>th</sup> June 2022	Document Created
1B	13 <sup>th</sup> September 2023	Document re-formatted and review date corrected. New lettings charges for 2023/2024 added.
1C	5 <sup>th</sup> June 2024	Re-numbered
Prepared.	K Mills – School Finance Officer	13/09/23
Reviewed.	Governors – Resources	06/03/24
Authorised and issued.	C Grattan – Head Teacher	06/03/24
Date for next review.	Three years from issue date or as required	



School Lettings Policy

2. Contents

1.	Title Page.....	1
2.	Contents.....	2
3.	Statement of Intent .....	3
4.	Legal Framework.....	3
5.	Definitions .....	4
6.	Responsibilities .....	5
7.	Charging and Implementation .....	6
8.	Appendices.....	7



## School Lettings Policy

### 3. Statement of Intent

Provided that there is no interruption to or curtailment of 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:

- Better integrate the school into the local community.
- Satisfy some of the needs of local individuals, groups, and organizations.
- Increase the use of facilities which are of necessity under used by the school.
- Raise income for the school.
- Familiarise individuals with the school, who may become pupils or their parents.

The Headteacher will decide upon lettings which could be viewed as conflicting with the values or the efficient running of the school, giving particular consideration to: -

- Health & safety
- Interference with school activities
- The availability of facilities
- The availability of staff to open and close the premises
- The safeguarding policy
- The type of activity and the school's duty regarding the prevention of terrorism and radicalisation
- Impact of additional time on the site manager's working hours per week.

The procedures for booking, risk assessment and the associated charges are in HPS/PRO/EXT/ST-004 School Lettings Procedure and Charges.

### 4. Legal Framework

This policy has due regard to all relevant legislation and statutory guidance including, but not limited to, the following:

- The School Premises (England) Regulations 2012
- Health and Safety at Work etc. Act 1974
- The Health and Safety (First-Aid) Regulations 1981
- The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR)
- Counter Terrorism and Security Act 2015
- The UK General Data Protection Regulations (GDPR)
- Data Protection Act 2018
- Education Act 1996
- DfE (2015) 'Advice on standards for school premises'
- DfE (2023) 'Keeping children safe in education 2023'
- DfE (2023) 'The Prevent duty: safeguarding learners vulnerable to radicalisation'
- DfE (2022) 'Keeping children safe in out-of-school settings: code of practice'



## School Lettings Policy

### 5. Definitions

HPS	Higham Primary School.
DfE	Department for Education.
PTA	Parents and Teachers Association.
VAT	Value Added Tax.
KCC	Kent County Council.

For the purpose of this policy, a “**letting**” is defined as any use of the premises by either a community group, e.g. a football club, or a commercial organisation.

The school will let out its premises; however, the letting arrangement will not interfere with the primary activity of the school, which is to provide a high-quality education and safe teaching environment.

Use of the premises for activities such as staff meetings, parents’ meetings, governing board meetings, out of school hours learning support activities or any other extended services which support the raising of attainment and achievement, fall within the corporate life of the school.

Costs arising from these uses are, therefore, a legitimate charge against the school’s delegated budget.

The school uses a ‘three tier’ approach when handling noise complaints lodged against hirers.

- **Tier one** – hirers will receive a verbal warning about their conduct on the school property and be warned that repeated offences will result in their booking privileges being suspended.
- **Tier two** – hirers will receive a second verbal warning and a letter explaining that the school takes a zero-tolerance approach to any excess noise. This letter will outline that any fines for noise that the school is issued may be passed on to the hirer if there is sufficient evidence to do so.
- **Tier three** – the hirer will be prevented from booking the school premises for any activity for a period of two months. The governing board also expects the hirer to issue an apology to the school and complainant in writing.



## School Lettings Policy

### 6. Responsibilities

#### 6.1 The School Finance Officer shall be responsible for: -

- (i) The construction and regular update of the lettings diary.
- (ii) Ensuring that excess wear and tear on the buildings and equipment is avoided and will follow up unsatisfactory lettings to resolve issues (with the Site Manager).
- (iii) Receive post-lettings checks from the Site Manager
- (iv) Determining the VAT liability of the letting at the time of the agreement.

#### 6.2 The Site Manager shall be responsible for: -

- (i) Undertaking post-lettings checks and reporting these to the Finance Officer.
- (ii) Ensuring that excess wear and tear on the buildings and equipment is avoided and will follow up unsatisfactory lettings to resolve issues (with the Finance Officer).
- (iii) Opening and closing of the school (or by a member of staff if agreed).
- (iv) Notifying the hirer of any known asbestos in the school.
- (v) Ensuring the hirer is made aware that CCTV cameras are installed within the school.

#### 6.3 The user letting the school equipment shall be responsible for: -

- (i) Ensuring the proper use of the facilities and equipment they have requested to use.
- (ii) Taking the necessary steps to ensure there is no damage to any equipment or furniture, or the building itself after use.
- (iii) Any supervision required during the letting.
- (iv) Security of the area of the school being used.
- (v) Adhering to any controls identified in a Risk assessment produced by the user or HPS.
- (vi) Adhering to the Conditions of Use for a Letting (these are detailed in [Appendix A](#)) relating to type and length of use.
- (vii) Cancellation.
- (viii) Any damage as a consequence of the letting.
- (ix) Insurance.
- (x) Restrictions on use.
- (xi) Licensing for the sale of alcohol or public performances.
- (xii) Parking.
- (xiii) Leaving the premises in a clean and tidy condition.



## School Lettings Policy

### 6.4 The Governing Body shall be responsible for: -

- (i) Annually reviewing the charges for lettings.
- (ii) Determining charges for the letting of the school premises – a charge may be imposed to cover the following:
  - Costs of services (e.g. heating and lighting)
  - Costs of staffing, including “on-costs” (e.g. additional security or caretaking)
  - Costs of administration
  - Costs of wear and tear
  - Costs of insurance.
  - Costs of using the school’s equipment (if applicable).
  - Profit element (if applicable).

### 6.5 The PTA Secretary shall be responsible for: -

- (i) Informing the Finance Officer or other authorised school representative, a term in advance, of events outside teaching hours, which will use the school premises.

### 6.6 Review, Monitoring and Evaluation

Lettings will 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 Site Manager’s payments.

## 7. Charging and Implementation

Charges are reviewed annually and are detailed in ~~HPS/PRO/EXT/ST-004~~ School Lettings Procedure and Charges.

Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the hirers involved.

The review of charges will take place in the spring term, for implementation from the first term of the new school year.

A charging tariff may be established to ensure that access is affordable for particular individuals and groups.

Bookings are made through the Finance Officer, as authorised by the Headteacher, and confirmed in writing. The booking agreement will be signed by the Headteacher and hirer and reviewed at least annually.

Specific charges and VAT liability are set at the time of the agreement.

Payment is in advance for single lettings.



## School Lettings Policy

Payment is in instalments for a series of sports facilities lettings that comply with VAT exemption regulations.

Hirers will be invoiced and there will be a grace period of **30** days for payment to be made, after this period, if a payment hasn't been made, the school will seek additional legal advice for payment to be recovered.

If the fee has not been paid, the school reserves the right to refuse the hirer entry to the premises.

The 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.

If the Hirer wishes to cancel a specific booking or set of bookings, Hirers will provide the school with at least **five days'** notice before cancelling a booking. If not, 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.

## 8. Appendices

### 8.1 Appendix A

#### Conditions of Use for a Letting:

No landlord and tenant relationship shall be created.

The use of the school premises for a letting must be agreed in advance and confirmed in writing by both the user and the Finance Officer 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 must 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.



## School Lettings Policy

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. The user is expected to adhere strictly to the agreed times or, subject to the availability of the Site Manager, be prepared to pay additional overtime. If additional work such as moving furniture to or from a specific room/area or a specific layout, or the setting up of equipment is required, whether foreseen or not at the time of the booking, the user will be required to meet the extra costs which will incur VAT on the whole charge.

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 always controlled by responsible adults 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 the occupiers of neighbouring properties.





## School Lettings Policy

The user should be aware of the appropriate action to be taken in the event of fire or any 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 (a copy of the school Health and Safety Policy is available on request and users must comply with the policy).

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 Site Manager locks up. Furniture and equipment is to be left as found unless other arrangements have been agreed with the schools Finance Officer or Site Manager.

The use of materials for preparing floors for dances and the wearing of shoes likely to damage floors, especially in any hall or gymnasium is prohibited.

The premises shall not be used for any purpose other than that for which the 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 PRC (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.



## School Lettings Policy

Vehicles are not allowed on the playground or playing fields unless specifically agreed in writing and no parking which restricts the Site Manager's 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.

The following conditions must be fully always adhered to:

- A suitable and sufficient risk assessment must be supplied by the user for the activities taking place on school premises and agreed by the school and reviewed annually.
- There must be adequate supervision in place to ensure all pupils are observed throughout any sessions; The usual recommended level is a ratio of 1:10 for children over eight. For out of school clubs in which the youngest children are younger than reception age, the standard EYFS statutory staffing ratios (usually 1:8) applies for these children. Confirmation of numbers of children attending sessions will be provided by the user and adequate staffing ratios are in place for every session.
- Pupils receive clear safety instructions either verbally and/or through notices on the wall e.g. moving furniture or apparatus around the room; Notices can be supplied to the school for display within the hall where applicable.
- A first aider is available on site while the class is in session; You must provide a first aider at every session and provide the school with a copy of a current first aid certificate.
- The school must be notified immediately of any serious incidents to enable the school to complete KCC's online accident report form and inform the Health and Safety Team