



Kennington CE Academy

Lettings Policy

Date Adopted by LGB: December 2023

Date of next review: December 2027

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 representatives of the school (The Site Manager), 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/Governing Body Members and reviewed annually.
- Specific charges are set at the time of agreement.
- Payment will be invoiced after the single letting has taken place.
- Payment is in instalments for a series of sports facilities lettings that comply with VAT exemption regulations.
- The agreement should be updated and reviewed 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

The attached 'Lettings Condition of Use for a Letting' forms part of the Policy.

Roles and Responsibilities

The school's authorised representatives are responsible (The Site Manager) for the construction and regular update of the lettings diary.

- The PTFA secretary and individual teachers are responsible for informing the authorised school representative 2 terms in advance, of events outside teaching hours, which will use the school premises
- Opening and closing the school is undertaken by the site manager 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 site manager 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.

Signed..... Date.....
(Chair of Governors)

Signed..... Date:.....
(Head Teacher)

Conditions of Use for a Letting

General Conditions

- 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 in advance, appropriate VAT and any other charges payable, if appropriate. 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. If a lettings fee is charged, 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.

The school is responsible for:

- Identifying an appropriate room, ensuring that it is open and ready for use at the beginning of the session.
- Providing information about fire and emergency procedures and alarm system.
- Informing the Service Provider of any changes (including relevant exclusions) or change of adult collecting a child/young person after a session), as appropriate.
- Ensuring the school is insured for public liability purposes.

Safeguarding

- Disclosure Barring Services checks - All adults who have regular contact with children, must have full DBS checks and details must be provided to the point of contact at the school. These will be held on the school's Central Single Record.
- The Service Provider shall ensure that their employees, or agents, engaged for the performance of the services at all times carry appropriate professional identification and that they are sufficiently trained and instructed with regards to performance of the service, in particular in relation to:-
 - the task or tasks they will perform
 - the rules, procedures, and standards of the service
 - all relevant Regulations, Orders and Acts, and relevant Health and Safety at Work issues.

- The Service Provider must have their own Safeguarding Children and confidentiality procedures and should provide the school with written confirmation that the third party representatives that are affiliated to their organisation who take the clubs at the school have satisfied up to date and current recruitment and vetting checks and a copy of the safeguarding policy/procedure for the organisation.

Health and Safety

- The hirer shall supply the school with a suitable and sufficient assessment of the risks to the health and safety of persons not in his/her employment arising out of, or in connection with, the conduct by him of his/her undertaking.
- The Service Provider should also comply with the school's Health and Safety policy.
- 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, the means of access to and egress from, are safe and without risk to health. (A copy of the school health and safety policy is provided upon request).

COVID Hygiene and Safety Requirements

- The hirer will be provided with a copy of the schools' COVID Risk Assessment and COVID Policy and will be expected to adhere to this when using any facilities at the school.
- All persons entering the school building will be required to complete a COVID declaration before entering the building.
- During any COVID related period of time there will be a requirement to pay an additional charge for cleaning of the premises and facilities used.

Activities

- Damage or loss of any kind sustained to the premises, fixtures and/or fittings, furniture 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 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 requirements, cover can be arranged through The Aquila RPA insurance. The user will be responsible for the first £500 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 times during term time. If a booking is required out of normal hours additional charges will apply. The user is expected to adhere strictly to the agreed times or, subject to a caretaker being available, 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.
- There must be suitable First Aid provision in place ensuring that a qualified First Aider is on site, that the Provider has access to a complete First Aid kit at all times and holds contact telephone numbers as well as any necessary medical information.
- 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 event 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.
- If agreement is given for the use of the school meals facilities/canteen, strict Health and Safety 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 Site Manager or School Business Manager.
- The use of materials for preparing floors for dances and the wearing of shoes likely to damage floors, especially in any hall 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.

- No public performance of a play, nor any cinematography exhibition, nor any 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 a School Public Performance Licence will cover the situation but this aspect must be cleared in advance. No films shall be used on the premises.
- To meet the requirements of the Copyright Designers and Patents Act 1988, any musical performances on the premises are to be notified to the Performing Rights Society Ltd. Where ballet, opera or choral works are to be performed advance permission must first be obtained from the Performing Rights Society Ltd.
- The user must have written permission from the school before arranging for alcoholic drinks to be consumed on the premises. They are responsible for obtaining an appropriate "Occasional Permission Licence" from Canterbury City Council if intoxicating liquor is to be sold during the letting. Alcoholic drink may not be brought on to the premises while students are present and are to be cleared from the premises by the time the event ends.
- Vehicles should not be allowed on the playing fields and no parking which restricts the caretakers' or emergency services access will be permitted. Please park in the marked parking bays only. Parking on the roadway where double yellow lines or zig-zags 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 (for use of School Premises/Site)

**To Request the Use of:
Kennington CE Academy**

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

Name of Organisation							
Applicant's Name							
Address & Post Code							
Telephone No							
Email address							
Use to be made of the premises				Maximum number of persons			
Accommodation required				With / without heating			
Days	Dates						
Times (including preparation and clear up time)							
Furniture and equipment requirements							
Insurance certificate available / unavailable*							
Caretaking requirements (opening, closing, for duration etc)							
Risk assessment will be provided for the activities listed here / Risk assessment not required (delete as applicable)							
Signed				Dated			

***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 Aquila RPA 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 together	
Risk Assessment acceptable / Not required	
Insurance Seen / Aquila RPA Insurance included (delete as applicable)	
Hire Agreement Form signed & returned	
Invoice(s) Issued	
Invoice Number(s)	
Payment(s) Received	

HIRE AGREEMENT LETTER

Date:

To:



Dear

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, and £xxx insurance charge. Payable by xxx date.*

Please be aware that in signing the Hire Agreement you will be liable for the first £500 of each and every property damage claim.

Insurance

Proof of insurance cover from your insurer or broker will be required. As yours is a commercial or political organisation, the RPA Hirers' Liability Insurance cannot be applied

(or: as yours is a noncommercial organisation, you can take advantage of the RPA 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.

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

HIRE AGREEMENT FORM

From Headteacher: Karen Godsell		HIRE AGREEMENT No:
School The Diocese of Canterbury Academies Trust T/A Kennington CE Academy		
Name of Hirer:		
Further to your application I am pleased to offer the following facilities:		
Accommodation/ Furniture/Equipment		
Use to be made of facilities		
Date(s) & Time(s)		
Charge		

Insurance arrangements	
Caretaking arrangements	
Risk Assessment required	Yes / Not required (delete as appropriate)
Headteacher's Signature:	Date:
Your use of the school facilities is subject to your agreeing to the Conditions of Use as attached. Subject to your agreement would you please sign and return the form as soon as possible	

To: Headteacher		HIRE
..... School		AGREEMENT No:
<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 / require Insurance cover (delete as appropriate)</i>		
Name:		
Organisation:		
Address:		
Risk Assessment: Attached / Not required (if required) (delete as appropriate)		
Signature:		Date:

School Letting Charges 2022/223
Effective 16th September 2022

HIRER	DETAILS	CHARGES
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Private functions and profit making groups.	Any weekday letting of up to 4 hours for hall: Finishing before 8pm Finishing after 8pm Each additional hour Weekends for children's parties/christenings etc. Any 4 hours between 10am – 6pm Each additional hour	Weekday – 1 hour = £25 2 hours - £30 £10 for any additional hour Weekends - £25 per hour
Regular pupil focused community groups (non- profit making)	Hire of hall only- term time only before 6pm Finishing after 6pm	Weekday – 1 hour = £25 2 hours - £30 £10 for any additional hour Weekends - £25 per hour
Kennington CE Academy PTFA	Hall, field	No charge
Church Events	Hire of hall	No charge
Additional Costs for any cleaning of premises required	Cleaning of any toilets or other indoor areas used	All cleaning should be carried out by the hirer.

Additional charges may be levied for use of specific additional facilities (kitchens for example), to cover energy costs and contract cleaning. Prices available on application.

All lettings are subject to Value Added Tax (VAT) where applicable and Insurance Premiums which are chargeable at 3.15% (only available to non-profit making hirers). All costs are reviewed annually for 1st September and approved by the Governing Body of Kennington CE Academy.