



Crockham Hill C E Primary School

Giving our children the best possible start to the rest of their lives.

Lettings Policy

Review Body:	Resources Team
Leadership Group Responsibility:	Headteacher
Type of Policy:	Statutory
Review Period:	Annual
Reviewed:	Autumn 2024
Next Review:	Autumn 2025

Reviewed and Approved by the Resources Committee on 16th October 2024

Based on Model Policy from KELSI July 2016

This policy has been adopted so that we can make the most of our premises but keeping everyone safe. It will allow us to provide greater opportunities for our children and our community – adding to the richness of our Crockham Hill soil. It will also attract additional funding which in turn will help us provide more for our children. This supports our school vision to provide a safe, supportive and inspiring learning environment for all our children.

RESPECT EMPATHY RESILIENCE ASPIRATION

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 Headteacher, as authorised by the Governing Body, and confirmed in writing.

- School, PTA and Church activities have priority. Bookings on a Sunday must be made aware that the church turning circle and parking area could be busy first thing on a Sunday. Users of the school should be encouraged to use the Village Hall car park.
- 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
- No letting will be approved to any hirer under 21 years of age.

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
- Obligations to work within the Covid 19 guidelines (current at the time of hire) and to provide a Covid 19 risk assessment

Roles and Responsibilities:

The Headteacher is responsible for the construction and regular update of the lettings diary.

- The PTA Chairperson, individual teachers and club leaders are responsible for informing the school office 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 or the Governing Body.
- 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 (including Covid 19 guidelines current at the time)
- Post-letting checks are made by the caretaker and reported to the Headteacher
- The Headteacher 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.

PTA/CHURCH/CLUB EVENT REQUEST FORM (for use of School Premises/Site)

School Name	CROCKHAM HILL C E P SCHOOL		
Type of event			
Set up time			
Event start time		Event finish time	
Accommodation required			
Access via			
Name of person in overall charge			

Facilities Required			
No of tables		No of chairs	
Heating Yes/No	Hot Water Yes/No	Urn	Yes/No
Projector Yes/No	OHP Yes/No	Extension cable	Yes/No
Screen/ Whiteboard Yes/No	Sound Yes/No		
Cloakrooms			
Parking Arrangements			
Other			

Member responsible for clearing up	
Member responsible for bar licence	
Member responsible for ticket sales	
Risk Assessment required? Covid 19 RA required	Yes/No Yes
Person responsible for assessment	
Caretaker advised	

Signed (On behalf of the PTA)
The school approves the arrangements for the above activity Signed (Headteacher/authorised person)

LETTING APPLICATION FORM (for use of School Premises/Site)

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 required? Covid 19 RA required Person responsible for assessment		Yes/No Yes	
Signed		Date d	

***Commercial hirers must have their own insurance** of at least £5,000,000 (5 million) 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 together	
Risk Assessment acceptable / Not required	
Insurance Seen / KCC Insurance included (delete as applicable)	
Hire Agreement Form signed & returned	
Invoice(s) Issued	
Invoice Number(s)	
Payment(s) Received	

(TO GO ON HEADED PAPER)

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.

Charge(s)

As shown on the enclosed Hire Agreement Form. Payable by -----

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

During the Covid 19 pandemic all hirers must provide a risk assessment which shows what procedures are in place to ensure current guidance is being followed.

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 do not hesitate to contact me.

Yours sincerely

Headteacher

Attached: Hire Agreement Form & Conditions of Use

HIRE AGREEMENT FORM

From Headteacher: Mrs Lisa Higgs School Crockham Hill C E Primary School		<div style="border: 1px solid black; padding: 5px; text-align: center;"> HIRE AGREEMENT No: </div>
Name of Hirer:		
<i>Further to your application I am pleased to offer the following facilities:</i>		
Accommodation/ Furniture/Equipment		
Use to be made of facilities		
Date(s) & Time(s)		
Charge		
Insurance arrangements		
Caretaking arrangements		
Risk Assessment required? Covid 19 RA required Person responsible for assessment	Yes/No Yes	
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 School		<div style="border: 1px solid black; padding: 5px; text-align: center;"> HIRE AGREEMENT No: </div>
<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 KCC Insurance cover (delete as appropriate)</i>		
Name:		
Organisation:		
Address:		
Risk Assessment:		Attached / Not required

Covid 19 RA	Attached
Signature:	Date:

CONDITIONS OF USE FOR A LETTING CROCKHAM HILL C E 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 or earlier where possible 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 limits for user numbers to meet fire regulations are as follows:

Standing only	200
Seated (chairs)	100

Seated at tables	100
Mixed use	100

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 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 (eg. live and recorded music and performance of dance) and late night refreshments.

Vehicles should not be allowed on the playground and grassed areas 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.

These terms work in partnership with the summary sheet issued for the day of the letting.

Summary of conditions for use on day of letting

CONDITIONS OF HIRING OF CROCKHAM HILL C E PRIMARY SCHOOL SUMMARY

This is a summary of terms and conditions for the hire of premises at Crockham Hill C E Primary School.

1. You only have the use of the premises as agreed between the times stated above.
2. The person hiring the hall must be on the premises and in charge at all times.
3. The person hiring the hall must not be under 21 years of age.

ON ARRIVAL/SETTING UP

1. All fire exits and exit doors should be unlocked and not obstructed at any time.
In the hall this includes the entrance doors, the rear door to the playground, the door to the corridor and both sides of the glass doors to the glazed front (release top and bottom catches to each left hand opening).
2. Access to the front of the hall through the car park and to the rear of the building through the double playground gate should be kept clear at all times for emergency vehicle access.
3. If the heating is on, there are adjustable thermostats in the lobby, by the cupboard in the hall and in the corridor. Please allow time for the temperature to change due to the nature of under floor heating.
4. Please ensure that all guests park in a considerate manner. The paved area to the front of the hall is NOT suitable for use by vehicles. Do not allow the turning circle area by the church to become blocked.
5. Do not tape anything to the walls or floors.
6. If you wish the piano to be moved please arrange this prior to the letting.

USING THE FACILITIES

1. Please clean up all spillages on the floors immediately with a dry cloth.
2. Please do not stand on the tables they are not suitable for this purpose.
3. Please ensure that chairs are stacked correctly on the stand and that brakes are used on the stand. Chairs should only be carried 2 or 3 at a time.
4. If you wish to use the children's dining tables these must be moved by the caretaker or member of staff or instruction given prior to the letting.

LICENCES AND OTHER RESTRICTIONS

1. Smoking is not allowed in any area of the building or on the school site. You are responsible for providing somewhere for smokers to dispose of butts outside and for this to be disposed of safely at the end of the letting.
2. If you wish to serve alcohol this should have been agreed in advance as part of the letting arrangement. You may sell alcohol on the premises if an appropriate licence has been granted by Sevenoaks District Council.

IN AN EMERGENCY

1. You will need to have a mobile telephone available to use in the event of an emergency. If there is no signal, you may use the phone in the kitchen area. Please dial 9 for an outside line. The phone in the hall itself is for internal calls only.
In the event of fire, please phone 999 and evacuate the building. Then inform Mr Peter Van Deventers on 07512 751430 or Mrs Higgs 07832215653
2. In the event of an accident which results in an injury, please complete the accident form located in the kitchen in the wall cupboard. Please pass the completed form to the caretaker or member of staff responsible for opening and closing.

WHEN YOU HAVE FINISHED

1. Please ensure that all rubbish is put taken away or put into the large waste bin in front of the building. Do not leave bags at the side of the bin.
2. Ensure that all equipment and belongings are taken with you as you will not be able to access the building again until normal school hours resume.
3. Speak to the caretaker, Mr Van Deventers, or the person helping with the opening/shutting of the building, before leaving.

Best wishes for a successful and enjoyable event.

APPENDIX 1

Lettings rates September 2024-25

LETTING RATES SEPTEMBER 1ST 2024 TO AUGUST 31ST 2025 INCLUSIVE

MAIN HALL AND KITCHEN

(Restrictions exist on use of some kitchen equipment - see terms for full details)

(Prices in brackets are rates for residents of Crockham Hill or families with children attending the school.)

Monday - Friday 3.15pm-4.30pm

Private providers offering an extra-curricular club £10

MONDAY – FRIDAY daytime

This is usually only available during school holidays or after 4.30pm.

PER HOUR	£15 (£10)
PER MORNING/AFTERNOON (8.00-13.00, 13.00-18.00)	£60 (£45)
DAY RATE	£85

MONDAY – THURSDAY evenings

PER HOUR	£25 (£18.75)
PER EVENING (18.00 – 24.00)	£175 (£135)

FRIDAY AND SATURDAY evenings

PER HOUR	£40 (£30)
PER EVENING (18.00 – 24.00)	£220 (£165)

SATURDAY daytime

PER HOUR	£25 (£18.75)
PER MORNING /AFTERNOON (8.00-13.00, 13.00-18.00)	£100 (£75)

SATURDAY All day

WHOLE DAY (8.00-24.00)	£340 (£255)
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SUNDAY (8.00-23.00)

(Only available for Christian related activities until midday.)

PER HOUR	£25 (£18.75)
PER MORNING/AFTERNOON (8.00-13.00, 13.00-18.00)	£100 (£75)

PER EVENING (18.00-23.00)

£100 (£75)

ALL DAY

£340 (£255)