



Lettings Policy

Policy Adopted:

27th June 2022

Review Date:

June 2025

Learning together with kind hearts and determined minds.

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 before school, 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

Borough Green Primary School is committed to the principle of respecting diversity and fostering equality in everything it does. All policies will be developed and implemented throughout the school based on that principle.

Conditions of use for a letting

1. Use of School premises for a letting must be agreed in advance and confirmed in writing. The agreement will include an agreed fee, and any other charges payable. These are reviewed annually by the Full Governing Body.
2. 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 only be made when any school requirements have been finalised.
3. 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 of 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.

4. 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.
5. 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.
6. However, if non-commercial users are unable to provide insurance cover that meets the council's requirements, cover must be arranged through the KCC Hirers Liability Policy, for which a premium of 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.
7. The charge for a letting payable by the user may include an amount to cover payment for standard opening and closing caretaking duties. The user is expected to adhere strictly to the agreed times or, subject to a caretaker being available, be prepared to pay additional overtime. Cost may also include a contribution towards the amenities. 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.
8. 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 times during the period of the letting. On completion of the letting a check must be carried out to ensure that all windows and doors have been shut and secured, and all visitors have left the premises.
9. The user shall not cause or permit any nuisance or disturbance to other occupiers or users at the school nor to occupiers of neighbouring properties.
10. 'Any third party providers offering community services or facilities on the school premises or using school facilities for any purpose should have their own complaints procedures in place.
11. 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.
12. 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 so 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 available on request and users must comply with these.)
13. If agreement is given for the use of the school meals facilities/kitchen, Health and Safety regulations must be observed.
14. All rubbish, empty containers, crates etc. must be removed from the premises by the user immediately after the letting has taken place and before either the user or the caretaker locks up. Furniture and equipment is to be left as found unless other arrangements have been agreed with the Headteacher or caretaker.

15. The premises shall not be used for any purpose other than that for which agreement has been granted or 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.
16. 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 fulfill 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.
17. 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.
18. 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 the appropriate licensing permissions if intoxicating liquor is to be sold during the letting.
19. Vehicles should not be allowed on the playing fields, unless previously agreed by the Headteacher, and no parking which restricts the caretakers' 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.

No landlord and tenant relationship shall be created

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.



Annual Schedule of Charges

1. Hire of Hall/School Playing Field

The School's Parents' Association £1.00 per hire

Governor Service £100 per hire plus £15 for refreshments

Borough Green Community groups £12.50 per hour

Commercial groups £25.00 per hour minimum

Weddings etc £20.00 per hour

2. Swimming Pool Hire £60

3. School Produces Photographs/DVDs of Events

DVD £8.00 (+ any charges levied by owners of works)

Photographs Cost plus 50p per photograph

4. School Uniform

See separate sheet – reviewed annually