

# Kingsland CE Primary School

## Lettings Policy



### Let your light shine

**“Let your light shine before others that they may see your good deeds and glorify your Father in heaven.” Matthew 5:16**

**Let your light shine on our vision:**

*As God's children, overflowing with His light, we will shine before others to inspire, nurture and bring joy so all may embrace life in its fullness to the glory of God.*

October 2023

# Kingsland CE Primary School

## Lettings Policy



**Date for full implementation:** October 2023  
**Review date:** October 2026

### **PRINCIPLES**

The Governing Body regards the School buildings and grounds as a community asset and will make every reasonable effort to enable them to be used by the community. However, the overriding aim of the Governing Body is to support the School in providing the best possible education for its pupils, and any lettings of the premises to outside organisations will be considered with this in mind.

The School's delegated budget (which is provided for the education of its pupils) cannot be used to subsidise any lettings by community or commercial organisations. A charge will be levied to meet the additional costs incurred by the school in respect of any lettings of the premises.

### **PURPOSES**

- To provide clear guidance on lettings and the hire of School premises and equipment
- To enable community and lifelong learning access to the School site and premises
- To promote the use of School facilities by the wider community
- To ensure that the out of hours use of the School site is not subsidised by the School budget

### **GUIDELINES**

#### **Definition of a Letting**

A letting may be defined as *“any use of the school premises (buildings and grounds) by either a community group (such as a Brownies and Scouts), an individual or group of individuals, or a commercial organisation”*. A letting must not interfere with the primary activity of the School, which is to provide a high standard of education for all its pupils. All lettings will be at the discretion of the governing body or its representatives, who may refuse lettings if they consider it in the interests of the school to do so.

Use of the premises for activities such as staff meetings, parents' meetings, Governing Body meetings and extra-curricular activities of pupils supervised by School staff, fall within the corporate life of the School. Costs arising from these uses are therefore a legitimate charge against the School's delegated budget.

#### **Relationship to other policies**

This policy should be read in conjunction with the accessibility plan, equal opportunities policy, and the health and safety policy.

#### **Charges for a Letting**

The Governing Body is responsible for setting charges for the letting of the School premises. A charge will be levied which covers the following:

- Cost of services (heating and lighting);
- Cost of staffing (additional security, caretaking and cleaning) - including “on-costs”;
- Cost of administration;
- Cost of “wear and tear”;
- Cost of use of school equipment (if applicable);

All lettings to charitable and community groups are made without profit.

The specific charge levied will be reviewed annually, during the Spring Term, by the Finance Committee, for implementation from the beginning of the next financial year, with effect from 1<sup>st</sup> September of that year. Current charges will be provided in advance of any letting being agreed.

### **VAT**

In general, the letting of rooms for non-sporting activities is exempt of VAT, whereas sports lettings are subject to VAT (although there are exemptions under certain circumstances). For specific lettings, clarification will be sought from the Local Authority

### **Management and Administration of Lettings**

The Headteacher is responsible overall for the management of lettings, in accordance with the Governing Body’s policy. The Headteacher may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

Community Lettings will take place at the discretion of the Headteacher. If the Headteacher has any concern about whether a particular request for a letting is appropriate or not, he/she will consult with the Chair of the Finance Committee, who is empowered to determine the issue on behalf of the Governing Body.

### **The Administrative Process**

Organisations seeking to hire the School premises should approach the School, who will identify their requirements and clarify the facilities available. A **Hiring Booking Form** (a copy of which is attached to this policy) should be obtained and completed at this stage. Hirers will also be issued with a copy of the terms and conditions. The Governing Body has the right to refuse an application, and no letting should be regarded as “booked” until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.

Once the completed forms have been received by the School and signed by the Headteacher, a copy of the **Hiring Booking Form** will be returned to the hirer as confirmation, setting out full details of the letting. The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the Governing Body’s current scale of charges.

The hirer should be a named individual and the agreement should be in their name, giving their permanent private address. This avoids any slight risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure.

All lettings fees which are received by the School will be paid into the School’s Revenue Budget, in order to offset the costs of services. The Buildings and Finance committee of the Governing Body will receive reports from the Finance Administrator annually and will regularly monitor the Income and Expenditure associated with lettings.

### **Public Liability and Accidental Damage Insurance**

The hirer confirms that adequate and appropriate insurance cover is in place for the activity to be carried out.

**Safeguarding and Child Protection**

The Hirer should have clear safeguarding and child protection policies and procedures in place which comply with current Government guidance from DfE.

The Hirer will liaise with the school in the event of any concerns arising about safeguarding children or child protection.

**Fire and Safety Precautions**

The hirer should be aware of the position of telephones, escape routes, fire alarms, fire fighting equipment, and the arrangements for emergency assembly areas. Organisers of any activity must also ensure that, as far as possible, an accurate list of those present is available as a roll call in case of fire.

**Use of the school building**

The school recognises that the use of the school building for the benefit of its children is important, such as for peripatetic music lessons and 1-1 tuition.

**APPLICATION FORM FOR USE OF ACCOMMODATION/FACILITIES AT**

**Kingsland CE Primary School**

Particulars of Organisation/Club

Name of Organisation.....

Name and Address of Hirer.....

.....

Phone no: daytime:.....evening.....

Facilities required.....

NB Toilets are included with every letting.

Purpose of use.....

Day(s).....Date(s).....

Time(s) of use: from..... to.....

Heating required Yes / No.....

Equipment/apparatus etc. required.....

.....

Other requirements.....

Other information.....

I agree to the terms and conditions of hiring as submitted to me and will pay the sum due:

- (a) (for one letting) on receipt of your consent in writing
- (b) (for a series of lettings) on receipt of your invoice

Date.....

Signature.....

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**CONSENT**

Your application for the hiring of accommodation/facilities has been approved / rejected by the Governors. If it has been rejected, a letter of explanation is attached.

The charge is £..... Date.....

On behalf of the Governors

Signed.....

Name (print).....

## **TERMS AND CONDITIONS**

1. Premises are let as they normally stand, and no alterations or additions shall be made to lighting, heating or any furniture and fittings without the consent of the Governors or the person to whom the control of lettings has been delegated.
2. All passageways and exits to which the public has access shall at all times be kept free from obstruction.
3. Posters and placards will not normally be permitted on the premises except by prior consent of the Governors or the person to whom the control of lettings has been delegated.
4. No bolts, screws, nails or tacks or any adhesive fastenings shall be used to fix anything to the wall or for any other purpose.
5. No article of any inflammable or explosive character or any article producing an offensive smell or any oil, electric, gas or other engine shall be brought into the accommodation.
6. All school buildings and associated premises are non-smoking areas.
7. Consent to the use of the grounds may be withheld if the Governors consider the condition of the grounds are such that additional use may result in the inability of the school to provide sufficient playing space to provide for curricular use in accordance with the Standards for School Premises Regulations.
8. Floors of Assembly Halls, Sports Halls, Drama Halls and Gyms are used for pupils' physical education and no substance is to be applied to the floors to prepare them for dancing.
9. No footwear liable to damage floors and floor coverings should be worn in the school buildings.
10. Dogs, other than guide dogs for the blind, shall not be allowed on school premises.
11. All hirers must be aged over eighteen.
12. The school is not responsible for any loss of or damage to vehicles parked on its premises, or their contents.

### **Safeguarding and Child Protection**

The Hirer should have clear safeguarding and child protection policies and procedures in place which comply with current Government regulations as set out in [Keeping Children Safe in Education 2023](#). This agreement also refers to [Safeguarding Guidance for Providers 2023](#) and After-school clubs, community activities, and tuition [Safeguarding guidance for providers](#) (Department of Education, 2023).

The Hirer will liaise with the school in the event of any concerns arising about safeguarding children or child protection.

### **Fire and Safety Precautions**

The hirer should be aware of the position of telephones, escape routes, fire alarms, fire fighting equipment, and the arrangements for emergency assembly areas. Organisers of any activity must also ensure that, as far as possible, an accurate list of those present is available as a roll call in case of fire.

### **Damage to Property**

The Hirer shall repay to the Governors any additional costs, whether for staff or premises, resulting from the misuse and/or damage of the premises and/or grounds resulting from their use by the hirer before, during or after the period of hire if in relation to or because of the hiring.