

# MEREWORTH COMMUNITY PRIMARY SCHOOL



## LETTINGS POLICY

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Person with responsibility	Amanda Lavelle Head Teacher
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Governing Body	Finance

Chair of Governors <i>Signature and Date</i>	
Head Teacher <i>Signature and Date</i>	

**Mereworth CP School**  
**Lettings Policy**

**Philosophy**

The LA endorse the lettings of the school premises or part of the school premises and grounds to outside bodies after school, at weekends or during the holidays in order to:

- Raise income for the school.
- Better integrate the school into the local community.
- Satisfy some of the needs of local individuals, groups and organizations.

**Bookings**

Bookings are made through the school office and confirmed in writing under the understanding that:

- 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.
- Users sign a contract that covers:
  1. Terms and conditions relating to type of and length of use.
  2. Cancellation.
  3. Damage.
  4. Insurance.
  5. Charging.
  6. Restrictions on use.
  7. Licensing for the sale of alcohol, or public performances.
  8. Parking.
- The contract may be updated annually or termly. If the hirer/school wishes to terminate the contract a minimum of 3 months notice must be given by either party.
- Payment is in advance for single lettings; termly or monthly in arrears for regular lettings.
- Outline charges are set by the Headteacher/Governors and reviewed annually.
- Specific charges are set at the time of the contract.
- 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.

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

The opening and closing of the school is undertaken by either the Site Manager or a nominated member of school 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.
- Due attention is to be paid to avoid undue wear and tear on the buildings and equipment.
- Post-letting checks are made by the Site Manager or nominated staff member and reported to the school authorised representative.
- Unsatisfactory lettings are followed up.

### **Monitoring & evaluation**

The success of lettings can be equated to the additional income raised for the school, less the cost of any reasonable wear and tear made during lets to the furniture and fabric of the school, costs of additional heating and Site Manager's wages.

## SAMPLE CONTRACT LETTER

Full Name and Address of Potential User:

Date:

Dear

### LETTING OF SCHOOL FACILITIES

Thank you for your letter requesting a letting. May I offer you a contract as follows:

Full details of all space including WCs and car parking, etc. equipment/furniture, details of all items included in the let.

Dates/Times from start to finish (not times of function but to include preparation and clearing up time - i.e. when the Site Manager is needed).

Charge(s) £ for use of the facilities plus £ for specialist equipment such as Stage Lighting, etc. both payable in advance (or by a certain date).

Insurance Proof of insurance cover will be required.

#### Contract

Your use of the School facilities is subject to your agreeing to the "Conditions for Use" as attached. Subject to your agreement would you please sign and return the copy of this letter as soon as convenient.

As yours is a commercial organisation the KCC Insurance cannot be applied so please provide evidence of your insurance liability document. (or As yours is a non commercial organisation you may wish to take advantage of the KCC Mutual Insurance Scheme for which the premium is 2% of the letting fee).

If you have any problems or questions, or wish to arrange a visit or have any further questions please make contact.

Yours sincerely

Headteacher

REQUEST FOR USE OF THE MEREWORTH SCHOOL		
This form to be completed by hirer and submitted to Headteacher		
Name of Organisation:		
Name, address and telephone number of applicant:		
Maximum number of persons:		
Accommodation required Hall / Field/Kitchen		with/without heating:
Daily - Evening:		
Dates:		
Times (including preparation time):		
Furniture & Equipment requirements:		
Insurance: KCC Insurance will be applied to non-commercial hirers unless details of your insurance and a copy of the policy are supplied. Commercial hirers must have their own insurance.	YES - NO	
Site management requirements: (None, opening and closing only, for the duration of the letting)		
Date:	Hirer	

Application approved:  Refused

Confirmation of booking sent: Yes  No

Receipt of accepted copy:

No.	Date
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## Agreement Form

THE MEREWORTH CP SCHOOL
Letting of school facilities to 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/Times:
Charge:
Insurance:
Site Manager Required:
Contract: 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 copy of this letter as soon as convenient.

Headteacher: Date :
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To

Headteacher:	The Mereworth CP School
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I am satisfied with the details shown OVERLEAF and confirm that we accept the conditions of use & have appropriate insurance cover/require KCC Insurance Cover (Delete as appropriate).

Organisation:	
Date:	
Contact Name:	
Signature:	

## **The Mereworth CP 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 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.

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 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 premium of 2% 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 Site Management duties. The user is expected to adhere strictly to the agreed times or, subject to a Site Manager 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 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 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 user shall not cause or permit any nuisance or disturbance to other occupiers or users at the school, nor 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 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.)

If agreement is given for the use of the school meals facilities 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 school.

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.

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 the clerk to the local magistrate's court 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 Site Manager 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.

Mereworth CP School  
Charges for letting School Premises 2016 (from Feb 1<sup>st</sup> 2016)

Letting Details	Clients	Fee
Use of school field during school day (8am – 17.30)	Pupils from Mereworth School	No Charge
Use of school building, lights and heating during school day (8am – 17.30)	Pupils from Mereworth School	No Charge
Use of school field out of the school day (15.30 – 17.30)	General public as well as pupils from Mereworth School	£10 per hour
Use of school building, lights and heating out of the school day (15.30 – 17.30)	General public as well as pupils from Mereworth School	£15 per hour
Use of school field during non school hours (6pm – 9pm and weekends)	General Public	£10 per hour
Use of school building, lights and heating during non school hours (6pm – 9pm and weekends)	General Public	£15 per hour
Use of school field out of school hours	Non profit making Charitable organisation	£5 per hour
Use of school building, lights and heating out of school hours	Non profit making Charitable organisation	£10 per hour
Use of the School facilities heating and lighting during school hours and after school by individuals for the purposes of clubs or tuition.	Pupils from Mereworth School	annual fee of £25 per year per session  Photocopying carries a separate charge.