

# Whitstable & Seasalter Endowed Church of England (Aided) Junior School



## Lettings Policy

This policy reflects our school vision

LET YOUR LIGHT *Shine*  
Matthew 5:14-16

Love ★ Joy ★ Goodness ★ Resilience ★ Trust

Reviewed:	September 2024
Date of Next Review:	September 2025
Headteacher:	<i>EM Taylor</i>
Chair of Governors:	<i>Diane R Clements</i>

# WHITSTABLE & SEASALTER ENDOWED CHURCH OF ENGLAND (AIDED) JUNIOR SCHOOL LETTINGS POLICY

Whitstable & Seasalter Endowed Church of England (Aided) Junior School (WES) is committed to embracing the wider community. 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 at times when not used by the school

## Implementation

Bookings for the hire of school premises and facilities are made through the school Business Manager or authorised representative, as agreed by the Governing Body and confirmed in writing.

- WES activities have priority.
- No bookings are confirmed more than four months in advance although provisional bookings may be made at any time.
- Outline charges are set by the Headteacher and Business Manager in consultation with Governors and are reviewed annually.
- Specific charges are set at the time of the agreement with the hirer.
- 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
- These agreements will be updated and reviewed at least annually.
- All events are recorded in the school diary which covers all school and outside use of the premises and grounds after school, in evenings, at weekends and in school holidays.
- All lettings forms are sequentially numbered, authorised and accounted for. Invoices, statements and receipts are issued for all lettings.

Users sign an agreement that covers:

- Terms and conditions relating to type of and length of use
- Cancellation
- Damage
- Insurance
- Charging (see Appendix 1) regarding Lettings.
- Restrictions on use
- Licensing for the sale of alcohol or public performances
- Parking

## Conditions of Use for a Letting

1. All correspondence regarding lettings shall be conducted with the school Business Manager or authorised representative. Some requests may require governing body approval.

2. No sub-letting of school premises/facilities is allowed and school premises shall not be used for any purpose other than that authorised.
3. Opening and closing the school is undertaken by a member of the premises team, an authorised member of staff or by prior agreement, with a suitably senior person of the organisation using the school or grounds
4. The hirer must remain in attendance at all times during the event. Supervision during the event is the responsibility of the hirer/user. The hirer/user is also responsible for the security of the area of the school being used. The school will not be responsible for the safety of articles and possessions brought onto school property by the hirer/user.
5. A risk assessment must be in place for the use of premises and equipment for any event and the hirer must ensure any controls put in place are met. In order for a risk assessment to be carried out the hirer may visit the school by prior arrangement with the school Business Manager or authorised representative.
6. Hirers/users are responsible for any damage, injury or loss. Post-letting checks are made by a member of the site team or suitably authorised staff member and reported to the school Business Manager or authorised representative. Excess wear and tear on the buildings and equipment will be reported. Any unsatisfactory lettings will be pursued to resolve issues. Sensible footwear must be worn to prevent damage to school floors.
7. The hirers/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.
8. It is the hirer/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 have been shut and secured, and all visitors have left the premises.
9. When school premises/facilities are hired by groups ie. Martial arts, Dance, Sports etc... the hirer must provide proof of membership of an appropriate association or federation, and proof that instructors are fully qualified.
10. The hirer/user must have written permission from WES 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 Canterbury City 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.
11. Smoking and vaping is forbidden on school premises in line with the 2007 legislation.
12. Aerosols and illegal substances are forbidden on school premises.
13. The number of persons using the premises shall not exceed the agreed number authorised at the time of booking.

14. Noise levels must be kept to an agreeable standard so that local residents are respected. 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.
15. No guarantee is given in respect of the amount of equipment, furniture, chairs, tables etc. that are available and should be checked with WES at the time of booking.
16. 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 WES. 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.
17. If the hirer wishes to show films as part of a letting, the film content must be explained to the school beforehand and, if necessary, a copy made available before the letting so that suitability can be checked.
18. School premises or facilities will not be hired to any political organisation. The school may consider hire for the use as a Polling Station if required. In the event of the use for a Polling station the Business Manager or authorised representative will liaise with the Returning Officer to agree terms for the hire of premises.
19. **School Kitchen:** Where the letting includes use of the school kitchen the following will apply:
  - Hirers/users must provide a current Food Hygiene Certificate for staff that will be involved in catering and food preparation.
  - Hirers/users must provide their own food and consumables.
  - Where the use of school kitchen equipment is required and negotiated this will be clearly documented in the letting form and must be returned to its original position in the same condition as it was found.
  - A small amount of fridge space can be provided for use in the school kitchen on request.
  - Hirers/users must ensure they are familiar with the operation of the school kitchen equipment prior to use and should arrange a visit to the school to meet with the school cooks before the commencement of any hire.
  - Hirers/users must follow the correct HACCP procedures as displayed in the kitchen. Should the kitchen be left in an unclean state after letting the and school staff are required to clean up, the charge will be passed onto the hirer.
20. **Outside Areas:** Where the letting includes the outside areas, letting terms will be negotiated to reflect the type of hire and conditions that may be prevalent at the time of the proposed event ie. condition of the sports pitch, availability of hard areas etc, and the extent and type of use. If sports equipment is used it must be returned to the same place and in the same condition as it was found. The hirer agrees to pay for any damages or breakages that may arise as a result of the hirer using such equipment. The school Business Manager or authorised representative will determine use of such areas and equipment prior to any letting commencing.

21. The disposal of waste resulting from an event will be agreed with the hirer prior to the event. A charge will apply at the current rate of the contractor in place at the school.
22. There is limited car parking space available to hirers/users and the number of spaces will be pre-determined before any letting commences. Vehicles of the hirer/user must be parked in allocated spaces that will be agreed before the event takes place and does not cause any hindrance to other school staff needing access to the school. The school accepts no responsibility for vehicles or their contents parked on school premises. No unauthorised parking of cars on school premises will be allowed. Only staff of the hirer's company can park at the school and no parents, carers, children may use the school car park. Vehicles must be positioned such that the Emergency Service have clear access to the rear of the school via the side gate. Parking on the roadway where double yellow lines are displayed is not permitted and control of parking is the responsibility of the user. At no time should the car park of St Alphege Church be used by the hirer, their staff or any third party using the school's premises under the supervision of the hirer/user. The hirer must ensure all users of their service do not use the driveway to the school for vehicular use. The driveway is for pedestrians only for the purpose of the letting.
23. Cleaning is the responsibility of the hirer/user of the designated areas used and must be left in the same state and condition as found. Charges that result in additional cleaning to return the area to an acceptable condition of any unclean areas, will be passed on to the hirer.
24. Hiring must finish at the agreed time (no letting to finish later than 10.30pm) Any extra work caused to school staff because of the actions of the hirers/users will be charged.
25. WES 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.

## **Safeguarding**

WES is a Safeguarding school and puts the welfare of children first. The school will seek assurance that hirers/users have appropriate safeguarding and child protection policies and procedures in place. Evidence of ID and Disclosure and Barring Service (DBS) checks may be requested for any personnel using the premises from the hirer/user's company.

Each adult who will come into contact with young people or vulnerable adults as a coach, teacher or group leader during the event must have a relevant DBS Certificate and, if appropriate, relevant coaching certificates/qualifications. As part of the lettings process, the school may need to see copies of the DBS declarations for each adult connected with your group who will be working with young people or vulnerable adults.

The Headteacher is responsible for ensuring that the person(s) running the activity is both technically competent to run the activity and suitable to be responsible for children, including DBS checks as appropriate. Details of ID and DBS checks will be held on the WES's Single Central Record, in line with our data protection policies.

## **Health and Safety**

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 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.

WES and Kent County Council accept no liability for any actions or omissions of the hirers/users. It is the responsibility of the hirers/users to maintain the part of the premises which they have hired in a safe healthy condition that causes no injury or loss to users.

The hirer is responsible for providing a suitable first aid kit and a person who holds a current First Aid Certificate and capable of administering First Aid.

The hirer/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. Hirers/users will be provided with a copy of the school Evacuation Plan, and made aware of fire exits and the school fire safety protocol. All fire exit routes must be kept clear of obstruction.

No hazardous substances or inflammable materials may be brought onto school premises.

Any use of temporary electrical equipment brought to WES for use by the hirer must be PAT tested and operated by a competent person. This must be discussed by the hirer/user with the school Business Manager or authorised representative at the time of booking.

### **Complaints**

In the event of any complaint arising from a letting of school premises or facilities please refer to the school complaint's policy, which can be found on the WES website.

### **Equal Opportunities**

School premises must not be let to any individual, group or organisation that does not subscribe and adhere to the schools' statement on equal opportunities and/or disability.

### **Monitoring and 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.

### **Revisions**

DATE	PAGE	DETAILS OF CHANGES/REVISIONS
March 2023		New Lettings Policy created
September 2024	2	Removal of any reference to the PTFA
	3	Additional wording added in Clause 11
	7	Charges updated

## APPENDIX 1

### WHITSTABLE & SEASALTER ENDOWED CHURCH OF ENGLAND (AIDED) JUNIOR SCHOOL

#### Charges for the Hire of School Premises

Premise / Area	Charges	Details
Garden Room with Kitchen *	£120 per day £60 per half day £30 per hour after the maximum of 8 hours	Whole Day = Maximum 8 Hours Half Day = Maximum of 4 hours <i>Additional hours over and above the maximum whole day rate is charged at £30 per additional hour</i>
Garden Room (Canteen) *	£100 per day £25 per hour after the maximum of 8 hours	Whole Day = Maximum 8 Hours Half Day = Maximum of 4 hours <i>Additional hours over and above the maximum whole day rate is charged at £25 per additional hour</i>
School Hall *	£100 per day £60 per half day £25 per hour after the maximum of 8 hours	Whole Day = Maximum 8 Hours Half Day = Maximum of 4 hours <i>Additional hours over and above the maximum whole day rate is charged at £25 per additional hour</i>
Sports Pitch *	On request	
Playground *	On request	
Caretaker* (additional charge)	£25 per hr £35	Onsite presence per hour (min 1 hour) Open and lock up fixed charge
Car Park only *	On request for use of car park by users of St Alphege Church** for the purposes of events like weddings. Price agreed at the time of enquiry, dependent on the length of the event. *	
<p>* <i>Subject to availability</i></p> <p>** <i>The school have an informal arrangement with St Alphege Church for their parishioners to use the school car park free of charge on a Sunday morning when attending a service at St Alphege Church.</i></p>		

#### Payments

Payment for single hire: Payment on receipt of an invoice from the school prior to the commencement of any hire. The school reserves the right to cancel the letting agreement if payment is not received before the event.

Payment of long term hire: Payment to be made monthly by direct debit or bank transfer or other suitable agreement with the School Business Manager. Corporate and long term lettings may be assessed and charged on an individual basis. All booked sessions are payable even if not used.

The scale of charges will be reviewed annually.

#### Cancellation

If the event is cancelled by the hirer the following scale of charges will apply:

- Notice given more than four weeks in advance – full refund less £10 charge for the administration.
- Notice given two to four weeks in advance – 50% refund less £10 charge for administration
- Notice given less than two weeks in advance – No refund of charge

The school has the right to cancel a hiring without giving any reason, but in this event the fees will be returned in full / credited.

## APPENDIX A1 – HIRE REQUEST

<b>TO REQUEST THE USE OF:</b>								
<i>This form to be completed by the applicant and submitted to WES Business Manager</i>								
<b>NAME OF ORGANISATION</b>								
<b>APPLICANT'S NAME</b>								
<b>FULL ADDRESS &amp; POST CODE</b>								
<b>TELEPHONE NO(S)</b>					<b>EMAIL</b>			
<b>USE TO BE MADE OF THE AREA/PREMISES</b>						<b>MAXIMUM NUMBER OF PERSONS</b>		
<b>ACCOMMODATION REQ'D</b>								
<b>DAYS</b>	<b>MON</b>	<b>TUES</b>	<b>WED</b>	<b>THU</b>	<b>FRI</b>	<b>SAT</b>	<b>SUN</b>	<b>DATE(S)</b>
<b>TIMES*</b>								
<b>FACILITIES / FURNITURE AND EQUIPMENT REQUIREMENTS</b>								
<b>INSURANCE CERTIFICATE AVAILABLE / UNAVAILABLE**</b>								
<b>CARETAKING REQUIREMENTS</b> (OPENING, CLOSING, FOR DURATION ETC)								
<b>RISK ASSESSMENT will be provided for the activities listed here / RISK ASSESSMENT Not required (delete as applicable)</b>								
<b>SIGNED</b>						<b>DATED</b>		

\* Including set-up time

\*\*Commercial hirers/users must have their own insurance of at least £5M (copy for the school). For non-commercial hirers/users the KCC insurance will be applied at 4% of the hire charge unless own insurance is seen and a copy is attached

<i>For office use only:</i>	<b>Dates</b>
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	Number:
Invoice(s) Issued	
Payment(s) Received	

## APPENDIX A2 - HIRE AGREEMENT

FROM THE HEADTEACHER OR BUSINESS MANAGER:		<div style="border: 1px solid black; padding: 5px; display: inline-block;">HIRE AGREEMENT No:</div>								
NAME OF HIRER:										
<i>Further to your application we are pleased to offer the following facilities:</i>										
ACCOMMODATION / FACILITY / FURNITURE / EQUIPMENT										
USE TO BE MADE OF FACILITIES										
	DATE(S)	DAY	MON	TUE	WED	THU	FRI	SAT	SUN	
	FROM									
	& TIME(S)	TO								
CHARGE PER HR / WEEK / MONTH <i>(Covid-19 measures extra)</i> <i>(delete as appropriate)</i>										
INSURANCE ARRANGEMENTS PROVIDED										
CARETAKING ARRANGEMENTS IF REQUIRED										
RISK ASSESSMENT REQUIRED	YES / NOT REQUIRED <i>(delete as appropriate)</i>									
HEADTEACHER'S / BUSINESS MANAGER'S SIGNATURE:					DATE:					
HIRER SIGNATURE:					DATE:					
By signing this hire agreement, the Hirer is agreeing to the <b>Conditions of Hire</b> as per the attached Letting Policy. Please sign and return the form with your payment by: .....										