



A School Partnership In Rural England

Motto : ‘ **We Aspire to Inspire**’

**Our Values** – using the initials of the names of the schools.

**K** – Kindness

**U** – Understanding

**P** – Patience

**H** – Honesty

**L** – Love

**B** – Boldness

## **Lettings Policy**

### **Document History**

Original KULB policy reviewed and EHT approved for ASPIRE-wide use January 2020

EHT approval noted at Federation GB 14 January 2020

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Bi-Annual Review

*The term ‘school’ refers to the schools in the ASPIRE Federation: Kingswood Primary, Ulcombe CE Primary, Platts Heath Primary and Leeds and Broomfield CE Primary. The term may refer to them jointly or individually.*

At our two Church of England schools this policy will be delivered through strong links made to our Christian values:

## **Leeds & Broomfield Church of England Primary School**

At Leeds & Broomfield we build strong foundations for all; to learn, flourish and fill their hearts with God's love. Everyone is important, valued and needed to make L&B grow. We give a quality all round nurturing education which develops the whole child; If the rain came we would not fall.

*"As many hands build a house, so many hearts make a school."*

*(Matthew Ch 7 24-27)*

**RESPECT   RESILIENCE   EMPATHY   CURIOSITY   HONESTY**

Our school Christian Values support the development of the children and all within the school and local community, giving the children and staff a positive outward looking view. The pupils and staff support and help each other and the local community enabling all to flourish.

We have explored the story of Matthew (Ch 7 24-27) showing curiosity, and the children felt empathy for the builder of the house on the sand, but said they must be resilient to try again. Jesus was honest with his followers and people followed and trusted him. The story continues showing how Jesus respected all and everyone who wanted to listen and learn could – no one was turned away. This high level of inclusion and respect is what makes Leeds and Broomfield a great school community to be part of 'many hearts make a school'.

## **Ulcombe Church of England Primary School**

*"Unity and diversity in the body – one body, many members."*

*(Corinthians Ch 12 12-27)*

**HOPE                      RESPECT                      ENDURANCE                      TRUST**

At Ulcombe Church of England Primary School endurance plays an important role in both our social learning and cultural ethos, where children aspire to be the best they can be. Diversity is the key to our curriculum and opportunities to progress and succeed both academically and as individuals are provided – many members working in unity with respect for each other. Hope is at the heart of our school community and is explicitly shown by both children and adults in our school, regardless of where the path of life leads them. Through God's love and trust each individual learns the skills important for them but also adds value to the community as a whole.

We are Ulcombe Church of England Primary School and each one of us is a part of it!

## **Lettings Policy**

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### **January 2022**

All schools to adopt this policy, sharing of caretakers across ASPIRE schools where necessary.  
New APSIRE-wide caretaker newly in post.

## **Philosophy**

Provided that 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.
- Satisfy some of the needs of local individuals, groups and organizations.
- Increase the use of facilities, which are of necessity under used by the school.

## **Process**

1. Potential hirers (who should be over 18 years) should be asked to complete an application form (Appendix 1).
2. On receipt of this the school secretary will check if the accommodation and equipment requested is available when required and agree the caretaking times and availability as necessary. All lettings should be recorded in the school diary.
3. The Headteacher makes a decision as to whether the letting should go ahead. If it is rejected the school should write to the hirer explaining this.
4. If the letting is accepted the Headteacher should calculate the charges based on the guidelines in Appendix 2. The hirer should be sent a copy of the draft agreement (Appendix 3) and the Conditions of Use (Appendix 4).
5. Provided the hirer can meet the Conditions of Use they should sign a copy of the draft agreement and return this to the school along with their payment. Where necessary they should also supply a copy of their public liability insurance certificate.
6. Payments should be passed to the school bursar for processing and banking and a receipt issued to the hirer. For ongoing lettings where a single agreement may cover several weeks of hire invoices should be issued periodically in advance, e.g. termly or monthly.

## **General Guidelines**

- School fundraising activities have priority.
- No bookings are confirmed more than 4 months in advance although provisional bookings may be made at any time.
- 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 and outside use of the premises and grounds after school, in evenings, at weekends and in holidays.
- Appendix 5 has general guidance notes from the LEA, which cover specific letting issues such as bonfire parties, disco's, elections etc. The staff and governors should be familiar with these notes.

## **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 caretakers wages.

Issues that required intervention of the headteacher will be considered, together with the

action taken and the outcome. The committee will consider whether the additional use of the school premises is achieving the purposes set out at the start of this policy.

### **List of Appendices**

- Appendix 1 Request for use of ASPIRE Primary Schools
- Appendix 2 Rates of Hire
- Appendix 3 Agreement Form
- Appendix 4 Conditions of Use
- Appendix 5 General Guidance Notes from LEA

## Appendix 1 – Request for use of ASPIRE Primary Schools

This form to be completed by hirer and submitted to Head teacher		
Name of Organisation:		
Name, address and telephone number of applicant:		
Use to be made of premises:		
Maximum number of persons:		
Accommodation required		With/without heating:
Days:		
Dates:		
Times (including preparation time):		
Furniture & Equipment requirements:		
Insurance: KCC Insurance will be applied to non-commercial hirers. Commercial hirers must have their own insurance (including minimum public indemnity cover of £5million). A copy of the certificate must be supplied.		
Care taking requirements: (None, opening and closing only, for the duration of the letting)		
Date:	Signed:	

Application approved:                      Yes                          Refused                        
Confirmation of booking sent:            Yes                          No                                
Receipt of accepted copy:                Yes   

Date:

Invoice sent:

Payment received:

## Appendix 2 – Rates of Hire

Hire charges are calculated taking into account;

1. Hourly hire rate (admin costs)
2. Caretakers costs
3. Heating (if required)
4. Insurance

### Hourly Rate

This is nominally £2.75 / hour

### Caretaker

1 hour minimum charge £15.66

Thereafter £3.13 / hour

Minimum of 1 hour at time and a half = (£8.70 x 1.5) + 20% on costs = £15.66

After the first hour it is assumed that the caretaker will go home and the intervening period before his return is paid at inactive rates, which are 20% of his overtime rate.

### Heating (if required)

1-hour minimum charge £5.25

Thereafter £2.75 per hour

### Insurance

This is charged at 3.15% of total hire charges and is to be paid for all lettings unless the hirer has their own public liability insurance with a minimum of £5 million cover.

### Examples

1-hour hire with caretaker and heating will cost

$(2.75 + 15.66 + 5.25) \times 1.0315 = £24.40$

3 hour hire with caretaker and heating will cost

$(8.25 + 15.66 + 6.26 + 10.75) \times 1.0315 = £40.92$

### Appendix 3 - Agreement Form

SCHOOL: <b>Kingswood / Ulcombe / Platts Heath / Leeds &amp; Broomfield Primary School</b>
Organisation / Name and Address 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: Included in hire charge / please provide copy of insurance certificate (Delete as necessary)
Care taking:
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 below and return a copy of this letter as soon as convenient.

Head teacher:
Signed: _____ Date: _____

#### **HIRER TO COMPLETE BELOW**

I am satisfied with the details shown above 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:	
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## **Appendix 4 – Conditions of Use**

Use of School premises for a letting must be agreed in advance and confirmed in writing by both the user and the authorized 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 recognized 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 finalized.

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 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.

The charge for a letting payable by the user includes 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. 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 / canteen, KCC regulations must be observed.

The User must remove all rubbish, empty containers, crates, etc. from the premises 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 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.

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 license for the same shall first have been obtained from the appropriate authority and all necessary measures taken to fulfill the conditions of the license. It may be that a School Public Performance License will cover the situation but this aspect must be cleared in advance. No films shall be used on the premises.

It is the responsibility of hirers that all appropriate licenses are held for any event.

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 License" from the clerk to the local magistrates 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 that 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.

- 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.
- Post-letting checks are made by the caretaker and reported to the school authorized representative.
- Follow-up of unsatisfactory lettings is made. Due attention is to be paid to avoid undue wear and tear on the buildings and equipment.

## **Appendix 5 - General Advice & Guidelines**

### **Adult Education Centres**

Where adult education centres wish to use school premises, a lettings rate should be negotiated such that the school does not make a loss.

### **Alcohol on School Premises**

A user must have the approval of the head teacher and / or governing body before arranging for alcoholic drinks to be consumed on the premises. The User is responsible for obtaining an occasional permission licence if the alcohol is to be sold (See the section on occasional permission licence).

Where tickets are sold for raffles, tombolas, etc, and one or more of the prizes is alcohol there is a requirement for the event to be covered by a licence.

Alcoholic drinks should not be brought on to the premises while the school is in session and pupils are present. All empty containers, crates, etc must be removed at the end of the event, before the school recommences after the letting.

### **Bad debts**

Where an agreement or contract calls for lettings invoices to be paid in advance, arrangements should be made to prevent entry if the account has not been properly settled. This should help to eliminate bad debts.

If charges are raised subsequent to a letting and there are difficulties in obtaining payment, two reminders should be sent after a reasonable period of time has been allowed for payment to be made. The second reminder should warn that any subsequent lettings will be cancelled and that legal action may follow if the debt is not settled promptly or by a given date.

If payment is not received as requested a decision will have to be made on whether to write off the debt or pursue the matter further. In such cases the matter should be referred to the governors and the area finance section. Bad debts incurred by users, and any other problems, should be notified to the area education office so that other schools can be notified if deemed necessary.

### **Bonfire Parties**

It is generally considered that fireworks displays and bonfires should not be encouraged. However, the final decision is a matter of choice at the school's discretion. It is advisable that the school should contact their grounds consultant about the siting of the bonfire/fire-works display. If it is agreed that the school may host a fireworks display/bonfire the following should be observed:

#### **Bonfires**

Keep your bonfire well away from any building, outhouse, fence or tree.

Ensure that a responsible person supervises the construction and lighting of the bonfire. DO NOT USE highly flammable liquids such as petrol or paraffin to ignite or re-ignite a bonfire.

Rope off the area of a large bonfire at least 6 metres all round and permit no entry within the barrier other than for supervising adults.

Ensure the complete extinguishment of bonfire embers by dousing with water before leaving.

#### **Fireworks**

Teach the Fireworks Code:

- Fireworks must be stored off the school site in a suitable container and only brought onto

the site for the event.

- Spectators should be kept at least 25 metres away from the firing line and behind a suitable barrier.
- Keep fireworks in a closed box; take them out one at a time and put the lid back at once.
- Follow the instructions on each firework; carefully read them by torchlight - never a naked flame.
- Light fireworks at arm's length - preferably with a safety firework lighter or fuse wick.
- Stand well back.
- Never return to a firework once lit - it may go off in your face.
- Never throw fireworks.
- Never put fireworks in your pocket.
- Keep pets indoors.
- Never fool with fireworks.

### **Fire fighting**

Should a bonfire start to get out of control CALL THE FIRE BRIGADE - IT COSTS NOTHING.

It is a wise precaution to have a garden hose fixed to a tap, or a bucket of water kept close at hand.

### **Boot Fairs**

As boot fairs and other similar activities have become more popular there have been a growing number of complaints about noise and disturbance to adjoining residents. These complaints stem mainly from car parking and access/egress as well as litter and noise. It may be that the School policy will bar such event if they are seen as likely to cause more problems than the value gained

Boot fairs also call attention to any changes of use of school premises which might, therefore, require planning consent if such events are held on a regular basis. Sunday trading hours would probably apply as well. To avoid problems it is recommended that schools should not hold boot fairs or similar activities more frequently than once in six to eight weeks. A street trading licence will be needed unless the public pay an admission charge to attend the sale. Advice regarding parking and placing of stalls, etc in the school grounds should be sought from the contracted grounds consultant.

### **Care taking**

Any queries about the caretaker's conditions of service in relation to lettings should be referred to the Area Education Office, Personnel Section.

If appropriate, arrangements can be made to hire a casual caretaker for the specific purpose of managing lettings.

Normal caretaking duties include the opening (including pointing out the location of facilities and equipment that are included in the contract), closing and cleaning of the premises. If these are the only duties being undertaken for the letting an all-inclusive charge can be made. If, however, the caretaker is asked to do work other than normal duties (i.e. helping run a bar, setting up chairs, etc) then the charge for attendance must be shown separately and is subject to VAT.

### **Caretaking Charges**

Caretakers are employed under the National Joint Council conditions of service for local authority manual workers so in calculating any caretaking costs to the school it is worth remembering that:

- Regular caretakers (as opposed to part time casuals) are required to carry out letting duties outside normal working hours. They are entitled to charge a minimum of one hour's overtime on weekdays and Saturdays and a minimum of two hours for the first call out on a Sunday.
- If a caretaker opens the premises, goes off duty, then returns to clean/close the building after a letting, he is entitled to 20% at time and a half of the time between opening and closing as long as he is available on call.
- A caretaker is allowed to claim a mileage allowance when attending lettings out of normal working hours, to a maximum of 4 miles per journey and a maximum of 4 journeys. Thus the maximum total amount claimable is 16 miles, payable at the public transport equivalent rate. This payment is taxable.
- After 8pm a caretaker is entitled to an enhanced rate of pay for working unsocial hours. The rate is 20% at basic time rate.
- Normal weekday and Saturday overtime is paid at time and one half. Overtime on Sunday, Public holidays and any day after midnight is paid at double time rate.
- It is recommended that when calculating the caretaking cost to the school the charge is based on the hourly rate plus 17% for on costs.

Where a caretaker or cleaner in charge anticipates, following an agreement made with the Head teacher, regular income from lettings duties, claims may be made during periods of annual leave and sickness.

These are, however, only in respect of functions which form a series involving a regular forward commitment extending over at least one school term and occurring at intervals of not less than one week in four. However, claims may not be made in respect of school holiday periods if the lettings are held term time only. Where there are two or more caretakers sharing lettings duties the rules concerning sick pay still apply if each caretaker has responsibility for particular regular lettings.

If there are any questions regarding caretakers payments for lettings contact should be made with Payroll.

### **Children's Entertainment**

From a control and safety viewpoint when children are being entertained on school premises as part of a letting, the user is to provide adequate adult supervision to prevent overcrowding, unnecessary movement and unruly behaviour. Such adults are to be properly briefed on their duties which include arrangements for emergency exit from the area(s) in use and any other reasonable precautions for the safety of the children.

### **Community use**

There may be occasions when it is considered worthwhile to allow community use of the premises at a reduced or minimal fee. This is a decision to be made locally and will reflect the value to the school of the arrangement.

### **Diary**

To ensure that everybody involved in the running of the school is aware of use of the premises it is recommended that a detailed diary be maintained. This should show all out-of-teaching time use by the school, PTA and lettings. Where practical the diary should be run on a computer so that regular updates can be made and printouts can be passed to all concerned.

### **Discotheques**

If it is seen as acceptable to hold discotheques on school premises care must be taken to avoid nuisance to the neighbours. Noise levels and location must be considered and the organisers must exercise control over the sound levels. A public entertainment licence may be required from the local authority if the event is open to the general public (See public entertainment licence).

### **Elections**

The procedures by which returning officers may claim the use of a room in a school as a polling station are currently laid down by the Representation of the People Act 1983.

Where a school is the only premises available for a polling station, and where it is not possible properly to segregate the voters from the pupils, it may be necessary to close the school. Although such closures may be regarded as “unavoidable closures” for the purposes of counting school sessions, it is intended that their number should be kept to a minimum through local negotiation and should take place only with the agreement of the governing body.

Schools which are regularly closed for polling may consider using these days, when they are known in advance, as non-contact days for teachers.

Schools negotiate direct with returning officers for costs involved and should use their own rates of actual costs, including caretaker time, when calculating the charge. No charge should be made for the time the school is usually in operation or for the caretaker’s normal working day. Normal VAT arrangements apply.

On the occasions when the local council is charged, insurance calculated at 1.8% of the total lettings charge should also be levied.

Schools are not to gain financially from such lettings. Invoices for these lettings should be sent to the returning officer no later than 21 days after an election has taken place.

### **Use of schools by candidates**

KCC regulations include details (Appendix G3) of the rights of a candidate at a general election to use a suitable room in a school for a public meeting (but not as a committee room). All such requests should be treated as a letting and charged at the school’s actual letting costs including caretaking. No financial gain should be made from such lettings.

### **Posters**

Whilst posters announcing a public political meeting may be exhibited on a detached board near the school entrance (bearing in mind health and safety implications) for not more than three days before the meeting, no other political posters may be fixed to any part of the premises.

### **Equipment Use**

Where a user requests the use of additional school equipment (i.e. table, chairs, sports, instruments, etc), and the school agrees to the use, a specific charge may be made and it is subject to VAT. It is also suggested that a returnable deposit, to cover loss or damage, is requested. See boot fairs for advice regarding regular events and planning requirements.

### **Fairs & Fetes**

Advice should be sought from the school’s grounds consultant regarding the use of the site for attractions such as pony/horse rides, parking and the location of stalls.

The user must obtain insurance cover in respect of their possible liabilities, not only for injury to persons but also for reinstatement of damage to KCC owned or other property.

The KCC insurance section will be pleased to offer advice on insurance matters (01622 694652).

Care should be taken to ensure that any company providing, erecting and/or supervising a “bouncy castle” has a minimum of £5 million personal liability cover.

### **Grounds**

The organisers (i.e. school, PTA, lettings user) must obtain specific insurance cover in respect of their liabilities, not only for injury to persons but also for reinstatement of any damage to KCC owned or other property. The insurance policy must be submitted to the KCC Insurance Section at County Hall, Maidstone, for approval if KCC are not providing the insurance cover. Entrance should be strictly controlled by the organisers and/or by ticket only. This should, it is hoped, reduce the risk of bad behaviour during the event. The entrance fee to be charged could, of course, include an element to cover the cost of the insurance.

The organisers should satisfy themselves that they have adequate arrangements to deal with minor first aid requirements and the ability to summon assistance if a problem arises that is not of a minor nature.

The organisers must request advice from the Kent Fire Brigade who should be advised of the full details of the event, especially their means of access in the event of a problem. There is a possibility that the local council may require a licence to be granted prior to the display being held.

The local police should be advised of the full details of the event.

The school’s grounds consultant should be advised whenever a letting involving sports pitches, playing areas or other parts of the estate is agreed. This will ensure that, not only are any necessary pitch markings prepared but also that grounds maintenance staff can avoid grass cutting and other work on those days. It is also advisable that the grounds consultant is asked to carry out a check of the grounds after the letting is completed.

### **Helicopters & parachute drops**

Adequate insurance cover must be held by the promoters of an event that includes helicopter landings or parachute drops to cover public liability and the insurance policy must be forwarded to the KCC insurance manager at County Hall, Maidstone for approval well in advance of the event.

- Adequate arrangements will need to be made for crowd control
- The local fire brigade and police should be advised
- Residents living close to the school should be informed well in advance
- It is essential that there is a first aid presence on site and arrangements can be made for more serious incidents to be properly handled
- The advice of the grounds consultant should be sought regarding a suitable site for landings.

### **Insurance**

The KCC’s combined liability policy covers the legal liability of all departments of the authority for accidental bodily injury (including death) to third parties or accidental damage to their property arising out of the Council’s negligence. Parent Teacher Associations and Voluntary Fund Committees are also included in the policy.

The following guidelines should be applied to lettings:

- Damage of any kind sustained by the premises, fixtures and fittings, furniture and other chattels there-in arising out of, or in connection with, a letting shall be made good at the expense of the user within one month and to the satisfaction of the KCC



- For non-commercial users taking advantage of the KCC liability policy, a premium of 3.15% of the total hire charge must be levied in addition to the hire charge. A summary of the cover is as follows:

1. The policy provides the user with public liability cover up to a limit of (currently) £5 million
  2. The policy excess payable by a non-commercial user in respect of damage to property is £350
  3. All Commercial Users (i.e. those with a corporate or personal profit motive) MUST have their own insurance cover including a minimum public indemnity cover of (currently) £5 million. A copy of the insurance certificate or cover note must be seen and exhibited in the school.
1. All individuals/groups/organizations hiring County Council premises must have Public Liability Insurance with a minimum limit of indemnity of £5m any one incident to cover claims arising out of their negligence. This will apply irrespective of whether the hirer is a non-commercial or commercial undertaking.
  2. Use of the premises cannot go ahead until the school is satisfied that the hirer has met the Council's insurance requirements.
  3. Non-commercial hirers can arrange cover in one of two ways. Firstly, groups and organizations may well already have blanket liability cover for their activities. Provided that the cover meets the minimum requirements, and the hirer is able to produce documentary evidence of same from their insurers or insurance brokers, there is no need for them to be covered our Hirers' Liability Policy.

If, however, they do not have their own cover of the cover is adequate, then insurance must be arranged through the Hirers' Liability Policy. Cover is not automatic and can only be taken out by the school charging the hirer 3.15% of the hire charge in addition to the hire charge and recording this in their books.

4. Commercial undertakings cannot insure through the Hirers' Liability policy and must produce evidence of their insurers or insurance brokers. The County Council cannot provide top-up cover if the existing cover is less than the minimum £5m requirement. The prospective hirer would have to arrange any increase of cover with their insurers.
5. A commercial hirer is regarded as a person/organization, which hires the premises and may make a personal financial gain or business profit from the hire.
6. Non-commercial hirers would be regarded as social clubs/associations, registered charities carryout out fund raising activities, scouts, guides, cubs, brownies, private parties, wedding receptions etc.
7. The legal liability of Parent Teacher Associations whilst organizing fund raising activities for the school is automatically covered by the Authority's general Combined Liability Policy, so there is no need for them to take out Hirers' Liability cover.

If you require any further information please contact KCC insurance 03000 416311

### **Invoices**

The school raises its own invoices for each agreed letting.

## **Kitchen**

The school does allow use of the kitchen facilities at the Executive Headteacher's discretion.

## **Language Schools**

Language Schools usually fall into one of three categories as follows:

**Commercial Schools (profit making):** Schools may only be let to these organisations where the user can provide evidence of recognition by the British Council. The address for the British Council is: Spring Gardens, London, SW1A 2BN Telephone number: 020 7930 8466

These regulations do not apply to courses, which are principally for those under 16 years of age.

**Non-profit making organisations:** Such organisations must provide their own insurance cover and a copy should be sent to the KCC insurance manager for approval well in advance of the letting.

These organisations do not need British Council recognition and the head teacher/governing body have discretion as to letting premises to them.

KCC lettings insurance arrangements can be applied.

**European organisations concerned with summer vacations for school children:**

Examples of these organisations are:

- Educational Visits Limited
- Youth Foreign Holiday Service
- Kompass Spachreisen GMBH
- Junior Turism
- La Ligie Francais de L'Enseignement
- Eurolanguage Limited

These organisations will not be eligible for British Council recognition. Each individual case should be treated on its merits and the headteacher/governing body should be satisfied that staffing, welfare and the course content are of a satisfactory standard.

Schools must reserve the right to refuse these lettings if there is any doubt about the standards of the European organisation.

KCC lettings insurance arrangements may be applied, as the organisation will be non-commercial.

## **Local Authorities**

The use of school premises by other departments of the KCC, other local authorities and parish councils for business meetings (i.e. public consultations, exhibitions, etc) should be charged to cover the actual cost to the school. Standard VAT regulations apply to lettings to other local authorities and parish councils. Parish councils and parish meetings have the right to use, free of charge, a room in any school maintained by the local education authority or any suitable room maintained out of County Council or local authority rates. However, the parish council/parish meeting must make good the cost of any expense or damage as a result of the use (Local Government Act 1972).

Where another KCC department has used the school the invoice should include the appropriate income code so that it can be paid by internal journal transfer.

## **Martial Arts**

Before agreeing to a letting from a martial arts club it is necessary to confirm that the club is a certificates of grade should be obtained together with the Martial Arts Commissions

registration documents and membership number. These should be sent to the PE consultant at KAS for verification before the letting is agreed.

### **Occasional Permission licence**

Where alcohol is served or used as a raffle or draw prize, even when the cost is included within the overall function charge, it is essential that an occasional permission licence is obtained if the drink or tickets are to be sold. Ample notice is needed as the process takes several weeks. Each applicant for an occasional permission licence is limited to a maximum of four in a 12-month period. Each licence lasts for a maximum period of 24 hours. Details and application forms can be obtained from the clerk to the local magistrates court.

### **Parent Teacher Association (PTA) use**

(Also applies to voluntary fund committees)

The PTA should have first claim on the premises after normal school use and their bookings should be made as early as possible so they can be included in the diary.

PTA use is automatically covered by the KCC combined liability policy.

### **Parking**

Parking can be a very emotive matter and care needs to be taken when agreeing to lettings. It is important to establish the potential volume of traffic and if there is likely to be insufficient space for parking all the vehicles, alternative arrangements should be made. Neighbours do not enjoy the parking of additional vehicles outside their homes. Even where there are no parking restrictions, parking in a street may constitute an unlawful obstruction.

### **Performing Rights Society**

Under the Designs and Patents Copyright 1988 Act, and to conform with the conditions of the KCC licence in relation to copyright musical works performed at premises under their control, the person(s) responsible for the performance of such works must submit details to the Performing Rights Society Ltd.

This requirement applies whether free admission is granted or not. The Council's licence does not, however, cover performances in voluntary school premises nor certain items such as ballet, opera or choral works. In all these cases, the person(s) responsible for the performance must first obtain special permission of the Performing Rights Society or provide evidence to the school before the letting is completed that such permission has been obtained. The address for the Performing Rights Society is: 29-33 Berners Street, London, W1P 4AA. Telephone Number: 0171 580 5544

### **Preparation Charges**

Users will occasionally ask to be allowed access to schools to prepare for their event (i.e. setting out food and activities, etc). In the past no charge had been made for the premises for that time although caretaking and insurance costs have been covered. The charge then covered the actual time of the event only.

### **Pre-school Playgroups**

In calculating charges, the full period of occupation, including clearing up, of the school should be taken into account.

Before approving a letting to a new playgroup the school should consult the KCC Guidelines on Playgroups on Schools Premises. The appropriate KCC education and libraries department should be consulted together with the local Social Services Department. A check should be made to see if the playgroup is a member of the pre-school playgroup association.

Once all the necessary checks have been made and approvals received, the letting charge can be calculated.

### **Public Entertainment Licence**

Care must be taken when agreeing lettings for public entertainment. Concerts, dances, plays, etc which are advertised to the general public by posters, press announcements, etc, can only be held if the school holds a public entertainment licence.

Licences have to be obtained from the local council, renewable annually at a price determined by the local authority. Issue of a licence is subject to a satisfactory report from a fire safety officer. This procedure can take up to three months and will necessitate the provision of an electrical safety certificate. The cost of obtaining a licence is likely to be in excess of £100.

Where the user wishes to hold a private function for the benefit of members only, a public entertainment licence would not be necessary. To avoid any possibility of ordinary members of the public being admitted the user should be advised to send out written personal invitations and to admit only on production of the invitation.

These regulations also apply to school plays. In all cases where the audience is not limited to parents or friends because, for example, tickets have been sold indiscriminately, or might have been made available to members of the general public paying at the door, the performance would become “public” and a licence would be needed. Furthermore, a performance would be regarded as public if widely advertised outside the school by, for example, display of posters in the town or advertisements in the local press.

Some local authorities require even private entertainment to be licensed under the Private Places of Entertainment (Licensing) Act 1967. If in doubt, a check should be made with the local council.

Occasional entertainment licences can be obtained in appropriate circumstances and application should be made to the local council.

The courts have the discretion to levy a heavy fine if public performances are held without a public entertainment licence.

### **School Priorities**

In deciding the priorities for school use, account should be taken of the lettings. Once a contract has been entered into it is preferable to avoid late cancellation as it causes problems to the lettings user who may go elsewhere in future. It may be possible to make arrangements for school and PTA functions sufficiently early so that lettings dates can be confirmed when the other, have been finalised. Whilst lettings can be “pencilled-in” as far ahead as is desirable they must not be formally contracted for more than a year in advance. However, it may be more appropriate to make confirmations termly.

### **Sports Facilities**

Care should be taken in the way pitches and courts are used such that the correct footwear and equipment is used.

There are special VAT rules that apply to the letting of sports facilities. Please refer to the value added tax paragraphs.

### **Value Added Tax**

Most lettings of school land or premises are exempt from VAT but an additional charge for VAT must be made for:

- The hiring of sports or any other specialist equipment
- The charges for caretaking services other than merely opening and closing the premises (but see Note 1 below)

- The charges for the services of any other staff (i.e. Kitchen, Cleaning, etc).
- The charges for residential accommodation should include a VAT element.
- The charges for off street vehicle parking and camping (e.g. Caravans) for periods of less than 24 hours.

The use of facilities for sport and physical recreation, EXCEPT for: a continuous period of use exceeding 24 hours or a series of 10 or more periods of any length where the following conditions are satisfied:

- 1) Each period is in respect of the same activity carried on at the same place
- 2) The interval between each period is not less than one day and not more than 14 days
- 3) Consideration is payable by reference to the whole series and is evidenced by a written agreement
- 4) The user has exclusive use of the facilities
- 5) The user is a school, club, association or organisation representing affiliated clubs or constituent associations

The cost of caretaking services may be part of an inclusive charge (i.e. the caretaking charge is not separately identified) and not therefore subject to VAT provided the caretaking services are proper (normal caretaking duties) and that the caretaker's presence is not optional. Charges to official KCC users are not subject to VAT.

#### **Vat Exemptions**

Where sports clubs and other organisations apply to use the school and may be entitled to exemption from VAT it is recommended that you send a letter advising them of the concession. A sample is shown at Appendix L. This exemption does not apply to commercial organisations.

#### **Voluntary Fund Committee**

Where there is no parent teacher association or similar (i.e. special schools) a voluntary fund committee should be treated in the same way as a parent teacher association.