

Wincheap Foundation Primary School Lettings Policy

Version	6
Ratified by	F & P Committee
Date of Approval	November 2022
Author	Headteacher
Responsible Committee / Board	F & P Committee
Review Date	Autumn 2024
Target Audience	Parents / Public / Staff

Wincheap Foundation Primary School Lettings Policy

Aims

The Governing Body regards the school's buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible. 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) will not be used to subsidise any lettings by community or commercial organisations. A charge will be levied to meet the additional costs incurred in respect of any lettings of the premises. As a minimum, the actual cost to the school of any use of the premises by an outside organisation must be reimbursed to budget.

Definition of a Letting

A letting may be defined as *"any use of the school's premises (buildings and grounds) by either a community group, suitable individual, 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 of its pupils. The governing body reserves the right not to let the school's premises/facilities.

Charges for a Letting

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

- Cost of services (heating and lighting)
- Cost of staffing (caretaking and cleaning-including on-costs)
- Cost of administration
- Cost of "wear and tear"
- Cost of use of the school's equipment (if applicable)
- Profit element

The Finance and Premises Committee will review the specific charges levied every time this policy is updated.

The Headteacher will have delegated authority to agree discounted terms, where considered appropriate, for very regular users or in respect of events of a charitable or community nature.

VAT

VAT will be levied in accordance with the requirements in KCC's VAT manual for schools.

In general, the letting of rooms for non-sporting activities is exempt from VAT, whereas sports facility lettings are subject to VAT (other than those circumstances in which certain exemptions may apply).

Management and Administration of Lettings

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

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

The Administrative Process

Individuals/organisations wishing to hire the school's premises should approach the Business Manager, who will identify their requirements, clarify the facilities available, give advice on maximum permitted numbers, provide details of hire charges and the 'Conditions of Hire', including insurance requirements.

A booking will be recorded as being 'provisional' in the Lettings Diary until the signed Agreement Form has been returned to the school. Provisional bookings will be held for 28 days. On receipt of the completed Agreement Form a letter of confirmation will be sent to the hirer together with an invoice for the balance, which should be paid in full prior to the event.

The letting should not take place unless the Agreement Form has been returned to the school. Note: the hirer must be a named individual and the Agreement should be in their name, giving their permanent private address and telephone number. This avoids any slight risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure.

A charge will be levied to external organisations for any damage or for the degrading of standards of the facilities to the extent that they are no longer suitable for pupil use.

All lettings fees received will be paid into the school's bank account, in order to offset the cost of services, staffing etc (which are funded from the school's delegated budget).

Any issues that require intervention by the Headteacher will be noted, together with the appropriate action taken and the outcome. The Finance & Premises Committee will consider whether the additional use of the school's premises is achieving the purpose set out in this policy.

Kept with the policy for referral (annex A, B & C) are:

- Conditions of hire of premises
- Room/premises tariffs
- Booking enquiry form

Signed.....
(Chair of Governors)

Date.....

Signed.....
(Chair of Finance Committee)

Date.....

Signed.....
(Headteacher)

Date.....

Wincheap Foundation Primary School

Conditions for hire of Premises (Annex a. to Wincheap Foundation Primary School's Letting Policy)

1. General

The rules and regulations with regard to the use and occupation of facilities and accommodation at Wincheap Foundation Primary School are deemed to be embodied in and to form part of these conditions and completion of the booking form shall be deemed to be an acceptance of these conditions, and acceptance of the booking by Wincheap Foundation Primary School on behalf of the governing body, shall constitute a contract between Wincheap Foundation Primary School and the hirer upon these conditions.

2. Permission - (a) The hours during which the premises may be occupied will be shown on the confirmation of hiring form and occupiers should ensure that no persons enter or remain on the premises outside these hours i.e. the premises must be entirely vacated including removal of all property by the finishing time indicated on the form (time in this respect to be of the essence). (b) If additional time is required for preparation or clearing away this must be requested in advance on the booking form. (c) The hirer must at all times comply with any instructions given by the Site Manager or his appointed deputy. (d) The hirer shall be held responsible for the preservation of order and the good behaviour of all persons attending or connected with the function at all times. The rules and regulations of Wincheap Foundation Primary School from time to time in force for the better management and running of the school shall be observed at all times and shall be deemed to be incorporated herein.

3. Termination or Suspension - The school may close the accommodation for such period(s) as may be necessary from time to time for the carrying out for maintenance work. Whenever possible early notice will be given by the school, and a reduction will be made in the charges in proportion to the period of closure.

The school reserves the right for any reason it considers adequate to withdraw permission to occupy the accommodation on any particular date(s) or permanently. The withdrawal of such permission shall not entitle the hirer to make any claim whatsoever against Wincheap Foundation Primary School, but any payment made to the school for the date(s) involved will be refunded unless the decision to terminate the letting is due to non-compliance with these conditions.

4. Refusal of Permission - No occupation will be permitted, which, in the opinion of the school, is likely to create any disturbance, cause any inconvenience to the residents in the neighbourhood, interfere with any occupiers or other hirers or in any other way appear unsuitable to take place on the school's premises.

5. Sub-letting - The hirer may not assign the benefit of the hiring nor permit the use of the accommodation to any other party.

6. Nature of Function - Applicants shall on the booking form state the nature and object of the function proposed. They must also state whether a charge will be made for admission and the purpose to which any proceeds of the function will be devoted. Such statements shall be deemed to constitute a warranty on the part of the hirer that the actual use shall be fully consistent therewith. Wincheap Foundation Primary School gives no warranty that the accommodation is or will be suitable for the proposed function.

7. Prohibited Use - The use of the school's accommodation for gambling and for political purposes is strictly forbidden. No bills or posters may be placed on the building or external or internal walls without the prior

consent of the Headteacher. Other than the flags and emblems which are peculiar to scouts, guides, and similar youth organisations, no decorations, flags, or emblems are permitted without the prior consent of the Headteacher. Under no circumstances should the school's notices or pupils' work be taken down from walls or notice boards.

8. Refreshments - Alcoholic drinks shall be included in the refreshments at any function only with the prior consent of the school. The hirer must have obtained from Canterbury City Council any occasional licence required. None of the school's crockery or cooking equipment may be used unless the prior consent of the school has been obtained.

9. Kitchen Area - Use of the kitchen facilities is only authorised if the Hirer accepts the additional cost of attendance for the Catering Manager or his/her delegate during the period of hire. Hirers are required to return kitchen facilities in the same conditions that they were accepted, they must be returned clean and tidy and fit for immediate catering use by the school. The hirer must at all times comply with any instructions given by the Catering Manager or his/her delegate.

10. Charges - A charge will be made for use of the accommodation in accordance with Wincheap Foundation Primary School's current tariff. This charge includes the cost of cleaning, heating and lighting and use of furniture. A further charge will be made for any extra cleaning required and any loss of equipment by damage or theft must be made good.

11. Loss and Liability for Damage - Wincheap Foundation Primary School accepts no responsibility whatsoever for the loss of or damage to the property of the hirer or any other persons using the accommodation. To the extent permitted by the **UNFAIR CONTRACT TERMS ACT 1977**, the hirer shall save the school harmless and keep it indemnified from and against all actions, claims, demands, costs, losses and expenses which may be brought or made against it or sustained or incurred by it howsoever arising directly or indirectly out of or in connection with the permission to use the accommodation in respect of any occurrence including: death or personal injury to any person; loss of or damage to any property of the school, the hirer or any other person; and shall not make any claim against Wincheap Foundation Primary School in respect of any such matters.

To this end a Hirer must arrange their own insurance and produce documentary evidence to the effect that a valid Public Liability policy is in place with a minimum indemnity limit of £5million for any one event.

12. The accommodation stated on the booking form is the only part of the school's premises to be used by the hirer and this agreement is for the hire of accommodation and does not create any interest in land.

13. Hirers are required to return the school's premises and facilities in the same conditions that they were accepted, viz. premises must be returned clean and tidy and fit for immediate use by the school.

14. Failure to observe the terms and conditions of this contract may result in Wincheap Foundation Primary School terminating this agreement without notice and charging an appropriate portion of the letting fee in compensation for loss of income.

15. All electrical equipment brought on to the school site from external parties is subject to our Portable Appliance Testing requirements.

16. We do not allow use of kitchen facilities and equipment or the school's PA and lighting equipment without a qualified member of staff from the school available during all times of use.

17. Hirers are responsible for insuring against any claims which may arise from the use of their own equipment on the school's premises.

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Room Tariffs 2022/23 (Annex b. to Wincheap Foundation Primary School's Letting Policy)

Room type	Hourly rate (8am-9pm weekdays and 8am-6pm term holidays).	Hourly rate (9pm-11pm weekdays and 6pm – 11 pm during weekdays term holidays).	Hourly rate (Saturdays 8am-midnight	Hourly rate (Sundays 8am-midnight
Basic class room	£30	£40	£45	£50
Conference room	£30	£40	£45	£50
FLO/family room	£30	£40	£45	£50
Use of PA equipment including sound and lights with a trained member of staff per hour (VAT applicable)	£37	£45	£50	£60
Hall (infant/Junior) with stage area	£50	£50	£60	£75
Kitchen with a trained member of staff per hour (VAT applicable)	£45	£50	£60	£65
Sports pitches or grounds without access to the school's buildings	£30	£40	£45	£50

Charities (organisations with a registered charity number) can rent a basic classroom during the week for £25 per hour during school opening hours only.

Evenings and weekends will be charged at a rate between £30 or £75 per hour depending on the day and time.

Extras

- Very limited car parking is available. Normally, there will be no parking on site.
- Use of the kitchen area or the PA Equipment will require a trained member of our staff to be there throughout your booking.

All prices exclude VAT

Wincheap Foundation Primary School

**Letting Booking Form
(Annex c. to Wincheap Foundation Primary School's Letting Policy)**

FROM:

(NAME OF INDIVIDUAL)

(NAME OF ORGANISATION)

(ADDRESS LINE ONE)

(ADDRESS LINE TWO)

(TELEPHONE NUMBERS: HOME / WORK)

AREAS REQUIRED: _____
(SCHOOL HALL, KITCHEN, STAGE, CLASSROOM etc)

DATE(S): _____

DAY(S): _____

TIMES: **START:** _____ **FINISH:** _____
(PLEASE NOTE THE TIMES MUST INCLUDE SETTING UP AND PACKING UP TIME).

ROOMS REQUIRED: _____

FURNITURE REQUIRED: _____

EQUIPMENT REQUIRED: _____

REFRESHMENTS REQUIRED: _____

ACTIVITY: _____
(WHAT IS THE ACTIVITY E.G. CONFERENCE, FOOTBALL, ETC.).

PARTICIPANTS: _____
(NUMBER OF PEOPLE EXPECTED AND APPROXIMATE AGE RANGE).

ANY ADDITIONAL REQUIREMENTS / INFORMATION: _____

INSURANCE: † Own insurance

(Please provide documentary evidence to the effect that a valid Public Liability policy is in place with a minimum indemnity limit of £5million for any one event)

TOTAL COST OF EVENT: £ _____ DEPOSIT (25%): £ _____
(THE TOTAL COST OF EVENT MUST BE PAID IN FULL A MINIMUM OF 14 DAYS BEFORE THE COMMENCEMENT OF THE EVENT).

CHEQUES SHOULD BE MADE PAYABLE TO: Wincheap Foundation Primary School

- I UNDERTAKE ON BEHALF OF MYSELF / THE ORGANISATION THAT I REPRESENT THAT IF PERMISSION IS GRANTED THAT I / THE ORGANISATION WILL COMPLY WITH THE TERMS AND CONDITIONS OF HIRE TO WHICH THE PERMISSION WILL BE SUBJECT.
- I ACKNOWLEDGE AND ACCEPT THAT SHOULD ANY DAMAGE OCCUR TO THE BUILDING OR CONTENTS, AS A RESULT OF THE HIRING, THAT I / THE ORGANISATION WILL BE LIABLE TO COMPENSATE THE SCHOOL.
- I ALSO ACCEPT THAT A CHARGE WILL BE MADE BY THE SCHOOL FOR THE USE OF THE FACILITIES REQUESTED OVERLEAF AND THAT I / THE ORGANISATION WILL PAY THE BALANCE DUE BY THE STIPULATED TIME PRIOR TO THE COMMENCEMENT OF THE HIRING.
- I DECLARE THAT I AM 18 YEARS OF AGE OR OLDER.
- I DECLARE THAT I HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF HIRE.

• NAME OF APPLICANT: _____

• SIGNATURE OF APPLICANT: _____

• DATE: _____

PLEASE RETURN THE COMPLETED FORM TO:

Sarah Wilmshurst
Wincheap Primary School
Hollow Lane
Canterbury
CT1 3SD

Tel: 01227 464134
Email : swilmshurst@wincheap.kent.sch.uk

N.B. YOU ARE EXPECTED TO LEAVE THE SCHOOL PREMISES IN THE SAME CONDITION THAT YOU FOUND THEM. FOR EXAMPLE: ALL LITTER MUST BE CLEARED AND REMOVED FROM THE SITE WHEN YOU LEAVE.

Please also respect our neighbours when leaving by keeping noise to a minimum.