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LETTINGS POLICY

Effective April 2023

Philosophy:

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

Implementation:

Bookings

Bookings are made through the School Office and confirmed in writing on the understanding that:

- School and FODS activities have priority over all lettings including regular bookings.
- No bookings are confirmed more than 3 months in advance although provisional bookings may be made at any time.
- Users sign a contract that covers:
 - Terms and conditions relating to type of and length of use.
 - Cancellation.
 - Damage.
 - Insurance.
 - Scale of charges payable.
 - Restrictions on use.
 - Licensing for the sale of alcohol, or public performances.
 - Parking.
 - Health and safety to include housekeeping standards and the testing of Portable Electrical appliances.
- The contract may be updated annually or termly. If the hirer or school wishes to terminate the contract, a minimum of 1 month's notice must be given by either

party.

- Payment is in advance for single lettings, and monthly in arrears for regular lettings.
- Hire rates are set by the Headteacher/ Governors and regularly reviewed. The Discovery School reserves the right to alter the published rates at any time and will provide notice of any such changes to the hirer.
- Specific charges are set at the time of the contract.
- A diary is kept covering all school, FODS and outside use of the premises and grounds after school, in evenings, at weekends and in holidays.
- In the event of non-payment, the school reserves the right to cancel any letting(s) until such time as full payment is received.
- Time for setting up and clearing up is chargeable and must be booked and purchased if it is required by the hirer. Blocks of 15 minutes will be charged proportionately to the hourly rate.

Roles and Responsibilities:

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

- The FODS secretary and Key Stage/ Phase Leaders are responsible for informing the school office a term in advance, of events outside teaching hours, which will use the school premises
- Opening and closing the school is undertaken by the Site Manager or Kings Hill Security or with prior agreement by an authorised member of the staff.
- The school can assist with the marketing of the clubs and services offered by the users. This can be through a free advertisement on the school noticeboard or through publication on the school website. The advertisement and/ or artwork will need to be supplied by the user. Please note that this advertisement will in no way represent The Discovery School's endorsement or recommendation of the clubs and services offered by the users.
- Supervision of club participants (including unsupervised children of club participants) during the letting is the responsibility of the hirer. The hirer is also responsible for the security of the area of the school being used and the secure control of the access fob.
- A risk assessment should be completed by the hirer, in relation to the premises, activity or equipment involved. Any control measures identified by the hirer must be complied with. A copy of the risk assessment should be provided to the school for their records.
- Post-letting checks are made by the Site Manager and any infringements reported to the School Office. In the event of the facilities being left in an unacceptable

condition, any necessary cleaning will be carried out by school and the cost of this charged to the hirer.

- The Site Manager & School Office will ensure that excess wear and tear on the buildings and equipment is avoided. The school may, at its sole discretion, charge the user for any damage (excluding normal wear and tear) or additional cleaning resulting from the let.

Monitoring & 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 Site Manager's payments and/or costs incurred through the use of services provided by Kings Hill Security.

SAMPLE CONTRACT LETTER

Full Name and Address of Potential User:

Date:

Dear

LETTING OF SCHOOL FACILITIES

Thank you for your letter requesting a letting. I would like to offer you the following contract:

[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 (Setting up and clearing away time to be booked and purchased if required).]

[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 and must be submitted to the School Office within one month of the commencement of a regular letting agreement.

Contract

Your use of the School facilities is subject to your agreeing to the "Conditions for Use" as attached. Subject to your agreement, please sign and return the copy of this letter by (required date).

As yours is a commercial organization, KCC Insurance cannot be applied so please provide evidence of your insurance liability document within one month of the commencement of your lettings agreement. Failure to supply this may result in the school terminating the agreement.

(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 further questions or wish to arrange a visit, please contact the School Office.

Yours sincerely

Miss Tina Gobell
Headteacher

REQUEST FOR HIRE WITHIN THE DISCOVERY 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: Large Hall / Small Hall / Field / Playground / Kitchen		Additional detail:	
Dates and times (including preparation time):			
Furniture & Equipment requirements:			
Insurance:		Please tick as appropriate	
I am a non-commercial hirer and will require KCC Insurance cover.		I am a Commercial hirer and understand that I must have my own insurance. Details of this public liability insurance and a copy of the policy are supplied.	
Site management requirements:		Please tick as appropriate	
None		Opening and closing only	
For the duration of the letting		Other (please specify)	
Date:		Signature of hirer:	

Application approved: ☐ Refused ☐

Confirmation of booking sent: Yes ☐ No ☐

Receipt of accepted copy: ☐

Commercial hirer's own insurance received: ☐

Completed risk assessment received ☐

Signed Safeguarding Policy declaration ☐

Portable Electrical Equipment Testing certificates received ☐

HIRE AGREEMENT FORM

From Headteacher: Tina Gobell School: The Discovery School		HIRE AGREEMENT No:
Name of Hirer:		
<i>Further to your application I am pleased to offer the following facilities:</i>		
Accommodation/ Furniture/Equipment		
Use to be made of facilities		
Date(s) & Time(s)		
Charge		
Insurance arrangements		
Caretaking arrangements		
Risk Assessment required	Yes / Not required (delete as appropriate)	
Headteacher's Signature:		Date:
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 form as soon as possible		

To: Headteacher School		HIRE AGREEMENT No:
<i>I am satisfied with the details shown above and, in the letter, and confirm that we accept the <u>Conditions of Use</u>. We have the appropriate insurance cover / require KCC Insurance cover (delete as appropriate)</i>		
Name:		
Organisation:		
Address:		
<ul style="list-style-type: none"> Risk Assessment: (if required) 		Attached / Not required (delete as appropriate)
Signature:		Date:

Agreement Form

THE DISCOVERY 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:
Hire Charge:
Unlock/Lock up charge:
Insurance arrangements:
Caretaking arrangements:
Contract: Your use of the school facilities is subject to your agreeing to the ' Conditions of Use ' as attached. Please sign and return the copy of this letter to confirm your booking.
Headteacher:
Date:

To

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

(If own insurance cover in place, a copy of this insurance policy must be returned with this form)

Organisation:	
Date:	
Contact Name:	
Signature:	

The Discovery 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 hirer and the authorised representative of the school. The agreement will include the fee, appropriate VAT and any other charges payable. These charges are reviewed regularly. 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 hirer wishes to cancel a specific booking, five clear working days notice must be given of the cancellation. If less than five days notice is given, the whole of the fees due may be charged by the school. When regular weekly/monthly bookings have been made, one month's notice must be given of the cancellation.

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 hirer within one month by the school or, by agreement, by the hirer and to the satisfaction of the school.

The users are required to have 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. Hirers 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 hirer includes an amount to cover payment for standard Site Management duties. The hirer 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 hirer will be required to meet the extra costs which will incur VAT on the whole charge.

It is the hirer'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. This is particularly important when The Discovery School After School Club is open and school children are in attendance. All unlocked doors that 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, all lights turned off, all toilets flushed, furniture put away and all visitors have left the premises.

Failure to ensure the security of the school building as described will result in the refusal of future bookings, or the cancellation of the regular booking agreement.

Hirers will be provided with a timed fob that will allow access to the school's main front door and internal doors. This will only allow access during the letting period and must always remain securely in the possession of the user. A charge of £5 will be levied for the replacement of lost fobs.

The hirer shall not cause or permit any nuisance or disturbance to other occupiers or users at the school or to occupiers of neighbouring properties.

If applicable, the hirer will have appropriate and procedures in place in regard to safeguarding children, including under the 'Keeping children safe in education, September 2021' regulations.

The school premises lettings risk assessment must be completed by the hirer, in relation to the premises, activity or equipment involved. Any control measures identified by the hirer must be complied with. A copy of the risk assessment is to be provided to the school for their records. The hirer should be aware of the appropriate action to be taken in the event of fire or another emergency. They should know how to obtain assistance from the emergency services and the location of fire exits. Portable electrical appliances including music systems should be tested for safety annually and evidence of this testing provided to the school.

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 as is reasonably practicable, that the facilities, the means of access to and egress from, are safe and without risk to health. It is the hirer's responsibility to ensure all activities are suitably and sufficiently risk assessed and adequate first aid provision is available.

A copy of the school health and safety policy is available on request and hirers must comply with this.

If agreement is given for the use of the school kitchen facilities, KCC regulations must be observed.

The premises must be left clean and tidy after each letting period. All rubbish, empty containers, crates, etc. must be removed from the premises by the hirer immediately after the letting has taken place and before the Site Manager/ Security Guard locks up. Furniture and equipment is to be left as found unless other arrangements have been agreed with the school. All lights should be switched off.

Toilets must be checked at the end of each letting period and flushed where necessary. Toilet lights must be switched off before leaving the premises.

The use of materials for preparing floors for dances and the wearing of shoes likely to damage or mark floors, especially in the hall, is prohibited. Heelys, roller skates/ roller blades, skateboards or any other wheeled equipment are not to be used in school at any time.

Use of the school's activity trail and play equipment

The activity trail and play equipment can only be used if previously agreed with the school and only when under the direct supervision of the hirer. If use of the activity trail and/ or play equipment is agreed with the school, this will be stated in the hire agreement and will only apply for children. Adults are not permitted to use the activity trail or play equipment at any time. In signing the agreement, the hirer accepts full responsibility for the safety of any child using this equipment. Any unauthorised or unsupervised use of the activity trail may result in the termination of the hire agreement.

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 will be chargeable.

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 fulfil the conditions of the license. No commercially available 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.

Alcoholic drinks are not to be consumed on the premises at any time.

Vehicles are not allowed on the playground or playing field unless specifically agreed in writing. Vehicles may be parked in the school car park at the front of the school. 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. Control of parking is the responsibility of the user. No responsibility can be taken by the school for any damage to vehicles sustained whilst on school grounds.

No landlord and tenant relationship shall be created.

The Discovery School
Charges for letting School Premises 2023 (from 1 September 2023)

Letting Details	Clients	Fee
Use of school field	General Public	£18 per hour, or part thereof
	Non profit-making Charitable organisation	£9.00 per hour, or part thereof
Use of the school playground	General Public	£10 per hour, or part thereof
	Non profit making Charitable organisation	£5.00 per hour, or part thereof
Use of the small hall and toilets	General Public	£13 per hour, or part thereof
	Non profit making Charitable organisation	£6.50 per hour, or part thereof
Use of the large hall and toilets	General Public	£18 per hour, or part thereof
	Non profit making Charitable organisation	£9.00 per hour, or part thereof
Use of the kitchen (in addition to the small and/or large hall)	General Public	Additional £5 per hour, or part thereof
	Non profit-making Charitable organisation	Additional £5 per hour, or part thereof
Use of the Amy Johnson (formerly Zig Zag Room)	General Public	£13 per hour, or part thereof
	Non profit-making Charitable organisation	£6.50 per hour, or part thereof
Unlocking & Locking (out of hours)		£6 for each unlock and lock

The Discovery School reserves the right to alter the published rates as necessary and notice of these changes will be provided to the hirer in accordance with our policy.