KINGS HILL SCHOOL
PRIMARY & NURSERY

Kings Hill School
Primary and Nursery

Lettings Policy and Conditions of Hire

Date of Policy: July 2024

Date of Review: July 2025

Kings Hill School Primary and Nursery

LETTINGS POLICY & CONDITIONS OF HIRE

Aims

Provided there is no interruption to Kings Hill School's 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 holiday in order to:

1. Raise income for the school
2. Promote integration with the local community
3. Familiarise individuals with the school, who may become pupils or parents
4. Help meet the needs of local individuals, groups and organisations
5. Ensure the schools facilities are used to their optimum

Applications for Hire

If you would like to enquire about hiring the school premises please contact the school office directly in the first instance.
All applications for hiring must be made on the form supplied at the back of this policy. No use of the premises by the hirer can take place unless the letting has been authorised by the school Administration Manager, as authorised by the Governing Body and confirmed in writing.

Important points to note regarding bookings:-

1. The School and KHSF activities have priority. Bookings may be cancelled if the school has a need.
2. No bookings are confirmed more than 4 months in advance although provisional bookings can be made at any time.
3. All hiring charges must be paid in full in advance of the let. The office will send an invoice along with a copy of the conditions of use.
4. If a hirer uses the premises on a regular basis, payments must be made each academic term in advance.
5. The school reserves the right of entry to the premises hired at all times.
6. Outline charges are set by the Headteacher/Governors and are reviewed annually. Specific charges are set at the time of the agreement.
7. Any VAT liability is determined at the time of agreement.
8. Payment is required in full prior to the letting.
9. A diary is kept covering all schools, KHSF and outside use of the premises and grounds, in evenings, weekends and in holidays.

Payments

Payment in full is required prior to the event.
A damage deposit of £30 is required which will be returned after the event.
In the event of non-payment of the letting in full, the school withholds the right to cancel any letting/s until such time as full payment is received.

Party Bookings

Party bookings may be restricted to children of primary school age unless authorized by the Headteacher.

Cancellations

The school may cancel the hiring at any time in the event of the premises being required for educational and maintenance purposes.
The school reserves the right to cancel any hiring at any time without written notice. On the termination of the hiring under this condition the school shall return to the hirer all or part of any money paid but shall not be under any liability for any loss or damage arising out of such a termination.

Bookings cancelled by the Hirer will not result in a refund unless the premises can be re-let.

VAT

Standard rated VAT is payable on lettings of sports facilities unless the letting is to a school or club that meets with the ten sessions rule and more generally the VAT regulations in full, in which case the lettings will be exempt from VAT. Therefore a refund for a cancellation may break the series and result in VAT being chargeable on all the lettings. Full details of the VAT regulations are available from the HMRC website in the Internal Guidance Manual for Land and Property section 18.

The Lettings Agreement

Users sign an agreement that covers:

- Terms and conditions relating to type of and length of use
- Cancellation
- Damage
- Insurance
- Charging
- Restrictions on use
- Licensing for the sale of alcohol or public performances

Safeguarding – Regular Lets Only

All hirers must ensure they have a DBS check in place.
In addition, we are required to seek written confirmation from the person deemed responsible stating that you have your own Child Protection Policy in place, or that you will be adopting the Child Protection procedure of Kings Hill School Primary and Nursery.
This should include your agreement that you liaise with the Headteacher concerning any child protection concerns or allegations against a member of staff.
The School reserves the right to inspect an activity taking place on School premises and reserves the right to stop an activity immediately if there are serious child safeguarding risks.
The School requires hirers to undertake regular annual safeguarding training.

Prevent Strategy

The School reserves the right to establish the purpose of any letting. If the school suspects that a hirer may be using school facilities to organise extremist events, then the school will automatically cancel the booking and refer the matter to the police and KCC safeguarding team.

Number of people allowed

The school places a limit on the number of people admitted to the premises depending upon the type and size of the accommodation hired and the type of activity that will be taking place.
In the case of Youth and Junior organisations a responsible adult must be in charge for the period and be present on the site during the hire period.

Fixtures, fittings and services

The charges for the accommodation include the provision of normal lighting, heating, seating and equipment. If the use of a piano or any other additional item belonging to the school is required, then this must be stated on the application form. Nails, tacks, screws, sellotape etc must not be used on any of the walls, floors, ceilings or fittings. No alteration or addition to the electrical installation should be made and no equipment or apparatus is to be connected to it without prior consultation with the School. No desks or fixed furniture in any room should be moved nor should any furniture or apparatus be brought in without permission.
No furniture, instruments or equipment belonging to the hirer may be left or stored on the premises unless agreed. Notices must not be exhibited on any part of the premises without prior permission of the School.

For outside hire a winter charge will be applied to all lettings from after the October half term up to and including the February half term. This extra charge covers the additional cost of winter maintenance and cleaning and any use of outside lighting and floodlights. This charge will apply regardless of it the floodlights are used.

Timings of Hire

All hirings are subject to the hirer occupying and vacating the premises at the stated times. In the event of the hirer not arriving within half an hour of the commencing time, the school will be secured and the letting considered to be cancelled. In this event, no money will be refunded.

Out of hours contact for hirers 07741 566343 (Guarding Security Patrol)

Damage by Hirer

All areas used, including toilets and corridors MUST be left as clean and tidy as they are found. The hirer must undertake to see that the premises are used in an orderly way and for the purposes only for which they are expressly hired. The school will be reimbursed for the cost of making good any damage to the school property arising from the hiring within one month of the letting.

Cleaning

Any rubbish or spillages must be cleaned up after hiring on each occasion. There is a cleaning locker for sole use of hirers in the room adjacent to the Disabled toilet. This cupboard is clearly marked as ‘Hirer’s Cleaning Locker’ and is to be accessed by adults only with a key placed up high next to it. The cupboard contains a broom, dustpan and brush, mop and bucket and cleaning products.

Cleaning of the hall will not take place in between hirers during an evening therefore it is important for hirers to ensure they clean up after themselves.

If a hirer is leaving the hall without disposing of their rubbish or cleaning up spillages, a fee will be charged of £5. Checks will be made intermittently by the Facilities Manager and Site Manager. Persistent breaches regarding cleaning will lead to notice being given to a hirer.

Use of Premises/Insurance

Insurance

The 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 may be made against them by a third party for accidental injury including death or

accidental loss, or damage to the property arising out of, or in consequence of, the letting and to cover the school. Hirers must provide 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 contribution towards the cost of the KCC Hirers' Liability Policy equal to 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.

Safety precautions must be observed at all times

- Noise must be kept to a minimum level after 10.00 p.m.
- Smoking is prohibited anywhere on the school premises and grounds.
- The school accepts no responsibility for any damage, loss or theft of items of property whilst on the school premises.
- It is up to the hirer to ensure appropriate insurance to cover the type of activity.
- Parking is only available out of the timings of the school day.
- 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 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.

Health & 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.

Fire Procedures

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.

Disposal of Rubbish

All rubbish, empty containers, crates, etc must be removed from the premises by the user immediately after the letting has taken place and before the premises are locked up. Furniture and equipment is to be left as found unless other arrangements have been agreed with the Facilities Manager or 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

Use of Alcohol

The user must have written permission from the school 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 the district/borough council and local police. Alcoholic drink may not be brought onto the premises while pupils are present and are to be cleared from the premises when the event ends.

Public Events

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 the school. 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.

Parking and Vehicles

Vehicles should not be allowed on the playing fields and no parking which restricts the school's staff or emergency services access will be permitted. Consideration of separating vehicles and pedestrians on site should be considered where the activity poses additional risk. 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.

Uses prohibited

Use of the premises will not be granted for the following activities

- For political purposes or the teaching of any party politics
- Extremist activity
- Showing of films for public exhibition
- Gambling .
- Anything that the school considers that will damage the reputation of the school
- No landlord and tenant relationship shall be created.

Roles and Responsibilities:

The Administrative Manager is responsible for the construction and regular update of the lettings diary.

- The KHSF secretary and individual teachers are responsible for informing the Administrative Manager 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 Guarding or by prior agreement with an authorised member of the staff.

- Supervision during the letting is the responsibility of the user. The user is also responsible for the security of the area of the school being used

- When a risk assessment is completed by the user or the school, in relation to the premises or activity or equipment involved, the user must ensure any controls are complied with.

- Post-letting checks are made by the Site Manager and reported to the Administrative Manager and/or Headteacher.

- The Facilities Manager will ensure that excess wear and tear on the buildings and equipment is avoided and will follow up unsatisfactory lettings to resolve issues.

School's Liability

The school does not undertake any responsibility for the loss of or damage to any goods belonging to the hirer and/or members of the organisation, associations, or clubs to any other person present, whether by fire or other reason, nor for any injury to any person or persons attending the premises from whatever cause. Neither will the school accept any responsibility for any breakdown, leakage, fire or accident rendering necessary any closure of the premises nor any interruption of the hiring or of any repairs or renewals consequent on any such breakdown, leakage, fire or accident.

How to make hire arrangements:-

1) Contact the school office 01732 842739 to check availability and prices
2) If you are booking within four weeks of the booking, you will need to make full payment.
3) Complete the booking form and enclose a cheque made payable to Kings Hill School.

Confirmation

1. When we receive your form we will send you confirmation of your booking with your invoice.
2. If we cannot accept your booking for any reason, we will contact you.
3. A signed copy of our policy and conditions of hire must be returned to the office.

Review

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 by the use of services provided by Kings Hill Guarding and Emprise.

Date of policy: July 2024

Date for review: July 2025

KINGS HILL SCHOOL LETTINGS HIRE CHARGES
September 2024 – August 2025

Room Hire	Price per hour
Main Hall (7m x 10m)	£22
Party Bookings for Main Hall	£30 (£30 refundable deposit needed to hold booking).
Combined Main & Small Hall (28m x 10m)	£40.00
Music Room/Classroom	£15.00
Field/Playground	£18
Running Track	£18
MUGA	£18

Notes:

- Price includes locking and unlocking of the school, use of tables and chairs and access to toilets.
- These charges are made on the basis of “room only”.
- Additional costs incurred may result in higher charges.
- Regular lettings **must be paid termly, in advance** and interest will be charged at a rate of 10% for non-payment.

KINGS HILL SCHOOL HIRE AGREEMENT FORM 2024-2025

From Headteacher, Kings Hill School	
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(s) & Time(s)	
Charge	
Insurance arrangements	
Caretaking arrangements	
Risk Assessment received	**Yes / No (delete as appropriate)**
Headteacher's Signature:	**Date:**
Your use of the facilities at Kings Hill School is subject to your agreeing to the Conditions of Use as attached. Subject to your agreement would you please sign and return the form to the school office as soon as possible	

To: Headteacher, Kings Hill School	
I am satisfied with the details shown above and in the letter and confirm that we accept the Conditions of Use. We have the appropriate insurance cover / require KCC Insurance cover (delete as appropriate)	
Name:	
Organisation:	
Address:	
Risk Assessment attached: Yes / No (delete as appropriate)	
Signature:	**Date:**
Office Use Only **Checks completed:**	

KCC CHILDREN FAMILIES AND EDUCATION

Generic Risk Assessment

Topic/Activity/Operation: .

Name of Establishment/School:	
Risk assessment completed by: (name) Sign here only after giving consideration to additional control measures.	Signed: Date:
Head of establishment: (name) Sign here only after agreeing control measures and action points.	Signed: Date:
Review Date:	

Please

.

Risk Rating: *(LIKELIHOOD)*	**OUTCOME:**		
	Insignificant Injury	**Significant Injury**	**Major Injury**
Unlikely	Trivial Risk	Low Risk	Medium Risk
Possible	Low Risk	Medium Risk	High Risk
Probable	Medium Risk	High Risk	**STOP**

Risk Level:	**Action and Timescales:**
Trivial	No action required and no documentary records are required
Low	Consider if the risk can be reduced further. Monitoring is required to ensure that the controls are maintained.
Medium	Risk reduction measures should be implemented within a defined period.
High	Give priority to removing or reducing the risk urgent action should be taken.

STOP	‘Work’ activity should NOT be started or continued until the risk has been removed or at least reduced.					
Step 1 What are the hazards?	**Step 2** Who might be harmed and how?	**Step 3** What are you doing already?	Current Risk Level	**Step 4** Is anything further needed? By Whom and By When?	**Step 5** Date further action(s) was/were completed Date of next Review	New Risk Level
				Name: **Date:**	**Date Completed:** **Review Date:**	
					Date Completed:	
				Name: **Date:**	**Review Date:**	
					Date Completed:	
				Name: **Date:**	**Review Date:**	
				Name: **Date:**	**Review Date:**	