

We are an inclusive community where our Christian values empower us, working with pride and passion to create life-long learners who fulfil their potential. If we work together, we will be the very best that we can be achieving, celebrating and succeeding whilst having fun.



LETTINGS POLICY

Kennington C.E. Academy

'...those who hope in the LORD will renew their strength.

They will soar on wings like eagles; they will run and not grow weary,

they will walk and not be faint.' Isaiah 40:31



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Document Information

The Academy believes that provided there is no interruption to, or curtailment of school use of the premises, part of the school buildings and/or grounds may be hired by outside bodies during the school day, after the end of the school day, at weekends, and during the holidays, to:

- Raise income for the school
- Better integrate the school into the local community
- Satisfy some of the needs of local individuals, groups and organisations.
- Increase the use of facilities, which are of necessity underused by the school.

Aims and scope

We aim to:

- Make sure the school's premises and facilities can be used, where appropriate, to support community or commercial organisations
- Allow the hiring of the premises without using the school's delegated budget to subsidise this
- Charge for the use of the premises to cover the costs of hire and, where appropriate, raise additional funds for the school
- Not let any hiring out of the premises interfere with the school's primary purpose of providing education to its pupils
- Hire out facilities in a way that is safe, following government guidelines and the school's risk assessment(s)

Booking – General Information.

Bookings are made through the representative of the school as authorised by the Governing Body and confirmed in writing.

- School and PTFA activities have priority.
- No bookings are confirmed more than four months in advance although provisional bookings may be made at any time.
- The school will require a copy of all event and insurance documents.
- The person booking the event is to be present for the duration of the booking and responsible for the event.
- Users sign a contract that covers:
 1. Terms and conditions relating to type of and length of use.
 2. Cancellation.
 3. Damage.
 4. Insurance.
 5. Charging.
 6. Restrictions on use.
 7. Licensing for the sale of alcohol or public performances.
 8. Parking.

The contract may be updated annually or termly.

Payment is in advance for all lettings with individual arrangements for regular users.

Outline charges are set by the Head Teacher/Governors and reviewed annually.

Specific charges are set at the time of the contract.

A diary is kept covering all school, PTFA and outside use of the premises and grounds after school, in evenings, at weekends and during holidays.

Areas available for hire

The school will permit the hire of the following areas:

- Assembly hall
- Library
- Classrooms
- Playgrounds

Roles & Responsibilities

The 'School Authorised Representative' is responsible for the construction and regular update of the letting's diary.

- The PTFA Secretary and individual teachers are responsible for informing the authorised school representative 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 Caretaker or by prior agreement with an authorised member of the key holding staff or known responsible person. If the Letting is outside of school hours, a member of staff will need to be on site and paid to cover site usage for the duration of the booking.
- Supervision of delegates and the activities 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 Site Caretaker and reported to the school authorised 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.

Health & Safety

The school will make quite clear that as part of the contract for using the school premises the health and safety responsibilities for the duration of the session rest with the organiser.

The school will accept responsibility for the fabric of the building and any facilities or equipment stated as part of the hire, at the beginning of the hire.

The hirer is responsible for any damage to the equipment or facilities of the school and will be expected to make good the damage caused.

The school cannot be held responsible for any loss or damage or injuries sustained in association or connected in any way with the event or control of the event to which the hirer relates and the hirer agrees to ensure that they will provide insurance cover for such contingencies.

Safeguarding

The school is dedicated to always ensuring the safeguarding of its pupils. It is a requirement of hire that hirers abide by the schools' requirements in respect of safeguarding. Any failure from the hirer in this respect will result in the hire being terminated.

It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space.

If there is a chance that those hiring the premises will encounter pupils, for example if the hire occurs during school hours, or when pupils may be present in the school (during after-school clubs or extra-curricular activities), we will ask for confirmation that the hirers have had the appropriate level of DBS (Disclosure and Barring Service) check.

The hirer will be required to have appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide copies of these policies on request to the school.

The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact The Head teacher as soon as reasonably practicable.

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 Site Caretaker's wages and administrative costs.

Terms & Conditions

1. CANCELLATIONS will be charged as follows:

- * 1-4 weeks 10% of hire cost
- * 1 week 25% of hire cost
- * Less than 1 week 100% of hire cost

The Academy reserves the right to cancel a booking at short notice in the event of circumstances affecting the efficient running of the school.

2. Damage(s).

The Hirer shall not permit or suffer any damage to be done to the hired premises or any furniture therein, and shall make good to the satisfaction of the school, and pay for any damage thereto (including accidental damage) caused by any act or, neglect, by himself, his agents or any person on the hired premises by reason of the use thereof by the hirer.

3. Organisations will need to evidence their public liability insurance cover.

Kennington CE Academy will not be liable for:

- (a) Any damage or loss of any property brought onto or left upon the hired premises either by the hirer or by any other persons;
- (b) Any loss or injury which may be incurred by or done by or happen to the hirer or any person resorting to the hired premises by reason of the use thereof by the hirer;
- (c) Any loss or breakdown of machinery, failure of electrical supply, fire, flood or government restriction which may cause the hiring to be interrupted or cancelled;
- (d) And the hirer shall be responsible for and shall indemnify the school, its servants and agents against all claims, demands, actions and costs arising from the hirer's use of the hired premises or from any loss, damage or injury suffered by any person arising in any manner whatsoever out of the use of the hired premises by the hirer.

Charging

1. The charging regime is set out in the appendix to the schools Lettings Policy.

2. The school reserves the right to amend the charges.

3. If a call-out/supervision is required after 6pm time or weekends or school holiday time, then it will be subject to further charges.

Restrictions Of Use

Lettings are only for the purpose agreed in the contract

- Users must only enter the premises and have left the premises completely by the arranged times.
- Time over the agreement will be charged.
- The school cannot provide telephone facilities.
- The school has no licence for alcohol or public performance.
- The hirer/hirers shall during the hiring be responsible for:
 1. Taking all measures necessary to ensure that the permitted number of persons using the premises is not exceeded.
 2. The efficient supervision of the hired premises and for the orderly use therefore, always including the observance of the Governors' policy of no smoking on school premises - including vaping.
 3. Ensuring that all proper safety measures are taken for the protection of the users of the premises and equipment, including adequate adult supervision where young people are concerned.
 4. Familiarising themselves and the users of the premises with the fire alarm positions, the locations of the fire-fighting equipment and the establishment's exit routes.
 5. Ascertaining the local of the nearest emergency telephone.
 6. The provision of a suitable first aid kit.
 7. Compliance with the Food Safety Act where facilities are involved.
 8. All Equipment used must be cleaned and stored away correctly.
 9. All windows, doors to be closed and lights turned off.
 10. Premises are to be left in a clean & tidy condition and rubbish removed.
 11. All rubbish etc. must be removed from the premises by the user immediately after the letting and before the Site Staff locks up.
 12. If additional action (clearing –up / packing away / making good) is required by Site Staff then additional charges will apply.

Appendices

Charges.

We want our school to be used as a local amenity whenever possible.

We hope it will be used as a focus for social and extra-curricular activities and in this way help to foster a community spirit in Kennington.

Through this use we hope people will come to be proud of the school and to help us to develop its use still further.

For this reason, we seek to encourage clubs and classes which educate and enlighten, especially those catering for children and our charges for these lettings reflect a desire to cover costs, rather than to make profit.

Where the use of the hall is intended for social gatherings, e.g. private parties or discos, we hope to make a profit for school funds, which will then be used to invest in our school for the benefit of the children of Kennington.

We divide our charges into three bands:

'A' Band

Regular educational clubs (Brownies, Tae Kwon Do, Dance etc.), Sunday School, Church, Charities.

Term time, Weekdays after 6pm.

- 1 hour - £25
- 2 hours - £30
- 3 hours - £40
- 4 hours - £50

Saturdays & Sundays £25 hourly rate

The Site Manager / Office Manager, in consultation with the Head Teacher, can negotiate the charge with the hirer within the set limits.

'B' Band

Parties, Discos, Dances, Quiz Evenings etc.

Weekdays and weekends £25 per hour

'C' Band

Staff and Governors

The school would only seek to cover the costs of the hire.

This fee would be determined by the Head Teacher once the request to hire was received.

Application Form - Request the Use of School Premises/Site

(For use of School Premises/Site)

This form is to be completed by the applicant and submitted to the Head Teacher

Section 1: Personal Details

Name of Organisation	
Applicant's Name	
Address	
Post Code	
Telephone No	
Email address	

Section 2: Hire Details

Hire Activity	
Activity Description	
Maximum number of persons	
Dates	
Days	
Hire Times - Opening	
Hire Times - Closing	
Hire Duration	

(Including Preparation & Clear-up time)

Section 3: Activity Details

Area to be used	
With / without heating	
Furniture / Equipment requirements	
Staffing Requirements	
Additional Requirements	

Insurance certificate *	N/A / Attached / Require RPA Insurance cover
Risk assessment	N/A / Attached

(Delete as applicable)

*Commercial hirers must have their own insurance of at least £5,000,000 to be seen and copied by the school. For non-commercial hirers the RPA insurance will be applied at 3.15% of the hire charge unless own insurance seen and a copy attached

Section 4: Confirmation Signature

Applicant Name:	
Signature:	
Dated:	

For office use only

Application: Approved / Refused (delete as applicable)	Date:
Hire Agreement Number	
Hire Agreement Band (delete as applicable)	'A' Band 'B' Band 'C' Band
Hire Charge (Charge per Session / Event)	£ See Note
Hire Agreement Letter sent (delete as applicable)	YES / NO
Hire Agreement Form & Conditions of Use sent (delete as applicable)	YES / NO
Hire Agreement Form Signed & Returned (delete as applicable)	YES / NO
Copy of Insurance Document Filed (delete as applicable)	YES / NO / Not Applicable
RPA Insurance included @ 3.15% of hire charge (delete as applicable)	YES / NO / Not Applicable
Risk Assessment Filed (delete as applicable)	YES / NO / Not Applicable
Invoice(s) Number	
Payment(s) Received	
Hire Agreement Review Date	Date:

Notes

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Hire Agreement Form

Hire Agreement Form – Booking Proposal.

From Head Teacher

Hire Agreement Number	
Name of Hirer	

Further to your application I am pleased to offer the following facilities:

Hire Activity	
Activity Description	
Maximum number of persons	
Dates	
Days	
Hire Times - Opening	
Hire Times - Closing	
Hire Duration	

Area to be used	
With / without heating	
Furniture / Equipment requirements	
Staffing Requirements	
Additional Requirements	

Insurance certificate *	N/A / Attached / Require RPA Insurance cover
Risk assessment	N/A / Attached

Hire Agreement Band (delete as applicable)	'A' Band 'B' Band 'C' Band
Hire Charge (Charge per Session / Event)	£ SEE Note

Hire Agreement Form – Head Teachers Signature

Head Teacher's Name:	
Signature:	
Dated:	

Your use of the School facilities is subject to the "**Conditions of Use**" as attached.

Subject to your agreement, please sign and return the **Hire Agreement Form** and enclose a copy of your **Risk Assessment & Personal / Event Liability Insurance** as soon as possible to secure your booking.

We reserve the right to review the agreement on a termly basis and agree to give 6 weeks' notice if we wish to terminate the agreement

Hire Agreement Form – Customer Confirmation.

To: Head Teacher of Kennington CE Academy

I am satisfied with the details shown above and in the letter and confirm that I/we understand the information provided in the **Terms & Conditions of Use; Restrictions Of Use; Appendices; Kennington C.E. Academy Conditions Of Use** & agree to abide by the terms set out.

We have completed the appropriate Risk Assessment and provided a copy.	YES / NO
We have the appropriate insurance cover / require RPA Insurance cover	N/A / Attached / Require RPA Insurance cover (delete as appropriate).
We have completed the Site Safety Induction & been shown the location of fire extinguishers/fire blankets and lighting.	YES / NO

Hire Agreement Number	
Name of Organisation	
Applicant's Name	
Address	
Post Code	
Telephone No	
Email address	

Charge(s)

Cost per session for use of the facilities	£ SEE Note
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Payable one month in advance to cover until the end of the month.

The first payment to cover until the end of:	
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One month written notice must be given if you wish to terminate the agreement.

Hire Agreement: Customer Confirmation Signature

Applicants Name:	
Signature:	
Dated:	

Notes

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Conditions Of Use

(For A Letting of School Premises/Site)

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 user and the authorised 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 recognised that school use of the premises takes priority and that there may be occasions when arrangements must 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 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.

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.

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 for each claim for public liability) with a reputable company in respect of claims which might be made against them by a third party for accidental injury including death or accidental loss, or damage to property arising out of, or in consequence of, the letting and to cover the school, and must produce proof of the policy before the letting is contracted.

However, if non-commercial users are unable to provide insurance cover which meets the council's requirements, cover must be arranged through the RPA Policy, for which a contribution towards the cost 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 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 and may include additional duties if agreed prior to the letting. The user is expected to adhere strictly to the agreed times or, subject to a caretaker being available, be prepared to pay additional overtime.

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 or to occupiers of neighbouring properties.

The user should be aware of the appropriate action to be taken in the event of fire or another 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 as far as 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.

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 school's authorised representative locks up. Furniture and equipment is to be left as found unless other arrangements have been agreed with the school's authorised representative 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.

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.

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 students are present and are to be cleared from the premises when the event ends.

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. Temporary Event Notices (TENs) are required for any sale/supply of alcohol, but also for regulated entertainment (eg. live and recorded music and performance of dance) and late night refreshments.

Vehicles should not be allowed on the playing fields and no parking which restricts the caretakers' 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.

No landlord and tenant relationship shall be created.