



# St Saviour's Church of England Junior School

St Saviour's Church of England Junior School	
Policy:	Lettings Policy
Review Period:	3 years
Ratified by Governing Body:	May 2023
Date of next review:	May 2026

## LETTINGS POLICY

This policy covers hire of the School Hall, the Garden Room and the School Field

### Philosophy:

Provided that there is no interruption to, or curtailment of, 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 organisations.

### 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 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.

**Where an organisation wishes to rent the hall or Garden Room for the purposes of any work with children, that organisation must be able to provide to the school: Safeguarding Policy, Safer Recruitment Policy, the name of a Designated Safeguarding Lead, a Risk Assessment for our facilities, a Behaviour / Restraint Policy and a Whistleblowing Policy. The Designated Safeguarding Lead for the Organisation must also be able to produce a certificate of Safeguarding / Child Protection training from a recognised provider.**

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. Only original documents offered as proof will be considered.

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 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 premises staff duties. The user is expected to adhere strictly to the agreed times or, subject to a school premises member of staff 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 may 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 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.

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/kitchen, KCC regulations must be observed.

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 premises staff locks up. Furniture and equipment is to be left as found unless other arrangements have been agreed with the premises staff who can be contacted through the school office.

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 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 a School Public Performance Licence will cover the situation but this aspect must be cleared in advance. Films, musical, dancing (including disco) and stage events must all be considered public entertainments unless entrance is restricted to those who are bona fide members of the organisation hiring the premises. If admission is open to all, or if tickets are to be sold or offered to the public, it is the hirer's responsibility to inform the Council's Entertainments Licensing Officer and obtain an Occasional Licence.

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 hirer must have written permission from the school before arranging for alcoholic drinks to be consumed on the premises. The hirer is responsible for obtaining an appropriate "Occasional Permission Licence" from the clerk to the local magistrates court if intoxicating liquor is to be sold during the letting. It is the responsibility of the hirer to obtain and show the licence to the Headteacher in advance of 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 which restricts the school premises staff 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 hirer. No responsibility can be taken by the school for any damage to vehicles sustained whilst in the school grounds.

All lettings must be approved by the Headteacher. The Headteacher has discretion to refuse any booking and to vary or waive the booking charges at any time. Some requests may be denied if the purpose for hiring is deemed to be a high risk for those attending or to the fabric of the building. The following will, generally, be denied: 16<sup>th</sup>, 18<sup>th</sup>, or 21<sup>st</sup> birthday parties. The lettings schedule will be maintained by the school office. The school office will inform the premises staff of lettings.

If a letting is agreed, the user must provide specialist equipment. For example, a yoga teacher should provide mats or inform participants that they should provide their own mat.

All functions must be scheduled to finish at 11.00 pm. 30 minutes will be added for clearing away. No hirer or their guests should remain on the premises after 11.30 pm.

There is no smoking within the grounds of any KCC property; this also includes our school field. Smoking is not allowed in any KCC building or establishment for the health, safety and well-being of our children, staff and visitors. The smoking policy will apply to any rooms or premises that are hired out for functions. It is the hirer's responsibility to ensure that this is strictly adhered to. A cleaning charge of £50 will be added to the invoice should cigarette stubs be found on the premises.

To help the responsible person carry out his or her duties a checklist will be provided for each hiring. The hirer is required to name the responsible person for each hiring.

An inventory of equipment will be given to you by the Premises Staff when the premises is unlocked at the start of the letting. The Premises Staff will make a visual inspection of the building and contents immediately at the end of the letting. The full inventory will be checked to include smaller items, e.g. kitchen equipment on the first school day immediately following the letting. An inventory will be taken after the hiring and damages and breakages reported to the named hirer in writing within 72 hours of the end of the letting.

The school retains the right to request a security deposit dependent on the nature of the event. This must be paid in full before the letting. A deposit presented as a cheque must have been confirmed as 'cleared funds' before the start of the letting. It will be returned in full, subject to a satisfactory report from the Premises staff. Any reason/s for retaining the whole or part of a security deposit will be given in writing within one school week of the end of the letting date.

The scale of charges is kept and reviewed annually by the Resources Team. There will be one rate for all hirers. Hirers will also have to meet any additional charges from Kent County Council for insurance.

The school or part of the school when hired will always be left in the care of a "responsible person" who

must understand their responsibilities and ensure that:

1. Escape routes from the building are clear.
2. They know how to raise the alarm in the case of fire, police or ambulance being needed and that they bring own means of contacting emergency services, e.g. mobile phone.
3. Those on the school premises behave properly.
4. There is no damage or in the event of accidental damage that it is reported to the Premises Staff.
5. The school is left in a clean and proper state.
6. P.E. equipment is not to be used or climbed on.



## LETTINGS CHARGES FOR THE GARDEN ROOM

The standard letting charge for use of the **Garden Room** is £30 an hour.

Regular, determined to be at least 6 times per year, or community users may receive a discounted rate.

## LETTINGS CHARGES FOR THE HALL

The standard letting charge for use of the **hall** is £30 an hour.

Regular, determined to be at least 6 times per year, or community users may receive a discounted rate.

## LETTINGS CHARGES FOR THE FIELD

The standard letting charge for use of the **field** is £15 an hour.

Regular, determined to be at least 6 times per year, or community users may receive a discounted rate.

### CHECK LIST

- Before leaving the premises hirers need to check that:
- Equipment is left clean and tidy
- Damages and breakages are reported.
- All rubbish is removed from the site *it may not be put in the school bins. Any rubbish left will be charged from the deposit at a rate of £5 per bag (or equivalent)*

Appendix 1



**St Saviour's Church of England Junior School**



**Request for hire of school establishment**

**Premises to be hired:**

St Saviour's CE Junior School, Elm Grove, Westgate-on-Sea, Kent CT8 8LD

PLEASE COMPLETE IN BLOCK CAPITALS

To be hired: **Garden Room to include full kitchen facilities, wheelchair access to disabled toilet and 2 single toilets.**

Name of applicant \_\_\_\_\_

Address of applicant including Postcode  
\_\_\_\_\_  
\_\_\_\_\_

Telephone number of applicant  
\_\_\_\_\_

Purpose of the hiring  
\_\_\_\_\_

Maximum number of persons  
\_\_\_\_\_

Period of use to include dates, times  
\_\_\_\_\_

**Do you require preparation and / or clearing up time outside the main hiring period? YES / NO**  
*(there may be an additional charge for this facility)*

**Insurance**

All hirers must ***either***

1) Produce valid Public Liability Insurance of at least £5,000,000 as part of the approval process.  
*(original documentation must be presented with this application & copies will be taken by the school and kept on file)*

***or***

2) Pay for cover under Kent County Council's Insurance (this cannot be provided for any letting used for Commercial or Personal financial gain). *( 3.15% of the letting fee which will be invoiced with the fee and all other charges)*

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**Applicant:**

I have received and read a copy of the Lettings Policy.

I will / will not (please delete where applicable) be making any commercial / personal financial gain from this letting. I have agreed to pay the charge of £\_\_\_\_\_ per occasion (charges are subject to VAT).

Signed \_\_\_\_\_ Date \_\_\_\_\_

**St Saviour's Church of England Junior School:** Approval has been given for the above hiring

Signed \_\_\_\_\_ Date \_\_\_\_\_

Appendix 2



**St Saviour's Church of England Junior School**

**Request for hire of school establishment**

**Premises to be hired:**

St Saviour's CE Junior School, Elm Grove, Westgate-on-Sea, Kent CT8 8LD

PLEASE COMPLETE IN BLOCK CAPITALS

To be hired: **Hall, to include servery and two single toilets**

Name of applicant \_\_\_\_\_

Address of applicant including Postcode \_\_\_\_\_  
\_\_\_\_\_

Telephone number of applicant \_\_\_\_\_

Purpose of the hiring \_\_\_\_\_

Maximum number of persons \_\_\_\_\_

Period of use to include dates, times \_\_\_\_\_

Do you require preparation and / or clearing up time outside the main hiring period? YES / NO  
(there may be an additional charge for this facility)

**Insurance**

All hirers must ***either***

3) Produce valid Public Liability Insurance of at least £5,000,000 as part of the approval process.

*(original documentation must be presented with this application & copies will be taken by the school and kept on file)*

***or***

4) Pay for cover under Kent County Council's Insurance (this cannot be provided for any letting used for Commercial or Personal financial gain). *( 3.15% of the letting fee which will be invoiced with the fee and all other charges)*

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**Applicant:**

I have received and read a copy of the Lettings Policy.

I will / will not (please delete where applicable) be making any commercial / personal financial gain from this

letting. I have agreed to pay the charge of £\_\_\_\_\_ per occasion (charges are subject to VAT).

Signed \_\_\_\_\_ Date \_\_\_\_\_

**St Saviour's Church of England Junior School:** Approval has been given for the above hiring

Signed \_\_\_\_\_ Date \_\_\_\_\_

Appendix 3



**St Saviour's Church of England Junior School**

**Request for hire of school establishment**

**Premises to be hired:**

St Saviour's CE Junior School, Elm Grove, Westgate-on-Sea, Kent CT8 8LD

PLEASE COMPLETE IN BLOCK CAPITALS

To be hired: **School Field**

*(PLEASE NOTE: there is no access to any facilities at the Westgate Cricket Club pavilion as part of this hiring)*

Name of applicant \_\_\_\_\_

Address of applicant including Postcode \_\_\_\_\_  
\_\_\_\_\_

Telephone number of applicant \_\_\_\_\_

Purpose of the hiring \_\_\_\_\_

Maximum number of persons \_\_\_\_\_

Period of use to include dates, times \_\_\_\_\_

**Insurance**

All hirers must either

5) Produce valid Public Liability Insurance of at least £5,000,000 as part of the approval process.

*(original documentation must be presented with this application & copies will be taken by the school and kept on file)*

or

6) Pay for cover under Kent County Council's Insurance (this cannot be provided for any letting used for Commercial or Personal financial gain). *( 3.15% of the letting fee which will be invoiced with the fee and all other charges)*

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**Applicant:**

I have received and read a copy of the Lettings Policy. I will collect a gate key from the school office which I will sign for and which will remain my responsibility for the duration of the letting. I acknowledge that I will be liable for a £200 penalty for a lost key.

I will / will not (please delete where applicable) be making any commercial / personal financial gain from this letting.

I have agreed to pay the charge of £\_\_\_\_\_ per occasion (charges are subject to VAT).

Signed \_\_\_\_\_ Date \_\_\_\_\_

**St Saviour's Church of England Junior School:** Approval has been given for the above hiring

Signed \_\_\_\_\_ Date \_\_\_\_\_



## Appendix 4

### **Hirers' Liability (Lettings) : Procedural Note**

1. All individuals/groups/organisations 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.

Use of the premises cannot go ahead until the school is satisfied that the hirer has met the Council's insurance requirements.

2. Non-commercial hirers can arrange cover in one of two ways. Firstly, groups and organisations 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 by our Hirers' Liability Policy.

If, however, they do not have their own cover or the cover is inadequate, 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.

3. 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 £5 million requirement. The prospective hirer would have to arrange any increase of cover with their insurers.
4. A commercial hirer is regarded as a person/organisation which hires the premises and may make a personal financial gain or business profit from the hire.
5. Non-commercial hirers would be regarded as social clubs/associations, registered charities carrying out fund raising activities, scouts, guides, cubs, brownies, private parties, wedding receptions etc.
6. The legal liability of Parent Teacher Associations whilst organising 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.

## Appendix 5

### FAQs for Garden Room lettings

#### **How many guests can be accommodated?**

The maximum occupancy number is 60

#### **Is there disabled access and toilet?**

Yes. The building conforms with all current DDA regulations

#### **Can I BBQ in the garden area?**

No.

#### **What is in the kitchen?**

##### Electrical items:

Dishwasher, 'fridge, freezer, electric hob, oven. microwave, kettle

##### Tableware:

Plates, cups and saucers, side plates, dessert bowls, serving dishes, cutlery, glasses for sixty guests On request, plastic plates and cups can be made available for children's parties

##### Cookware:

Baking sheets, saucepans, general kitchen tools, large teapot

*Please note that we do not provide table linens*

#### **Can we use an urn to heat water for refreshments?**

Yes, but by prior arrangement only. A flat fee charge of £5.00 will be made for its use.

#### **What cleaning materials will be provided?**

We will give you a dishwasher tablet, two black sacks, two tea towels and cleaning cloths. There will also be a large floor brush, mop & bucket, dustpan & brush and a vacuum cleaner.

#### **Can we bring in our own catering and/or electrical equipment?**

Yes if the following conditions are met. The hirer shall ensure that any electrical appliances brought into the premises and used there shall be safe and in good working order, and used in a safe manner. Equipment brought into the school by the hirer or the hirer's agent, for example disco equipment, is not covered under any school insurance policy. The school shall accept no liability for loss or damage to such equipment howsoever caused.

The hob is an induction hob which uses magnets to heat the saucepan so only ferrous metal saucepans can be used. You may be able to use your existing saucepan if a magnet sticks to the base of the pan.

#### **Can I make a visit prior to booking the room?**

Yes, by appointment only via the school office

#### **Is the hirer responsible for cleaning the main room and kitchen?**

Yes. If the main room and kitchen are not left in an acceptable condition additional fees will be added to the invoice. If using the school's tableware etc the dishwasher must be loaded and the wash cycle started. Any equipment not able to be loaded in the dishwasher must be washed and put away before the end of the letting period. The cooker and 'fridge must be properly cleaned after use and any unused food stuff removed from the 'fridge and kitchen.

#### **Can I organise an event where animals are brought onto the premises?**

No, with the exception of guide dogs, no animals including birds are brought onto the premises. No animals whatsoever are to enter the kitchen at any time.

The hirer shall not use the kitchen or any other part of the Garden Room to prepare food. The hirer may use the facilities to arrange pre-cooked or prepared food brought in for presentation to guests or to keep such food warm. The hirer shall, if, serving food observe all relevant hygiene legislation and regulations.