

The Royal Borough of Kingston upon Thames

Malden Parochial C of E Primary School



LETTINGS POLICY

Agreed: Summer Term 2024
Review: Summer Term 2025



Ethos Statement

This is a Church of England Primary School. As such, its ethos derives from the Christian Gospel. In all that it does or aspires to achieve, the school is informed and strengthened by Christian belief and practice.

At the heart of the school's ethos is the conviction that God loves each person: that God desires the best for each person; that God longs for each person to develop their potential as human beings.

Mission Statement

In accordance with the Ethos Statement, our school will aim to provide high quality education to the children of the local community within a safe, happy and stimulating environment

Love, Learn, Live!

Lettings Policy

Introduction

The Governing Body's primary objective is to provide the best possible education for its pupils and effective use of the school's facilities is a key factor in achieving this. However, subject to this overriding requirement, the Governing Body regards school buildings and grounds as community assets and makes reasonable efforts to enable them to be used as much as possible.

Guiding policy for the letting of school premises

A letting must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils. Priority for the use of the school will, at all times, be given to school functions.

The school has a strong ethos of putting children first and is committed to equal opportunities within our diverse community which we welcome and celebrate. Governors reserve the right to decline applications for lettings where the applicant's activities or ethos are in contradiction to those of the school.

A charge will be levied in respect of any letting to meet the additional costs incurred by the school.

Definition of a letting

A letting is defined as "any use of the school premises (buildings and grounds) by either a community group or a commercial organisation.

Administrative process

Organisations wishing to hire the school premises should approach the School Business Manager to discuss their requirements. An Application for Hire of Premises Form (a copy of which is attached to this policy, Appendix A) should then be completed and returned to: office@mps.rbksch.org.

If you have any queries about these arrangements please call 020 83374804.

No letting should be regarded as "booked" and no public announcement of any activity or function taking place should be made until the school's approval for the letting has been given to the applicant by email.

Should the letting application be approved, a Notification of Approval will be sent to the applicant (Appendix A).

The applicant will be invoiced for the cost of the letting in accordance with the Governing Body's current scale of charges which are reviewed annually.

TERMS AND CONDITIONS

All terms and conditions set out below must be adhered to. The "Hirer" is the person applying for a letting and who will be personally responsible for payment of all fees or other sums due in respect of the letting.

The hire agreement:

- is personal to the Hirer only and the Hirer shall not sub-let the premises to another person;
- does not give exclusive possession of any part of the school; and
- does not create any tenancy between the school and the hirer.

Status of the Hirer

Lettings will not be made to persons under the age of 18 or to groups with an unlawful or extremist background.

Any adults working with the school's pupils (for example, at an after-school sports club) must be appropriately qualified.

The hirer shall be responsible for carrying out their own DBS checks for staff working with children and vulnerable adults and must sign the school's form to confirm that they do this.

It is the responsibility of the hirer to provide a list of all staff, together with their DBS details, to the School Business Manager before the start date of the letting. Any members of the hirers' staff running a club at the school must provide us with a photo ID together with the original DBS certificate.

Where the hirer is a sole practitioner, the school will carry out a DBS check for the hirer, if requested and provided at least ½ term's notice is given, and the hirer must bear the costs of these checks.

The hirer shall be responsible for ensuring that staff sent to the school have enhanced DBS clearance and must sign the school's form to confirm that they do this.

See also: Roles and Responsibilities for External Service Providers (Appendix B)

Roles and Responsibilities for External Lets (Appendix C)

DBS Checks Form for External Service Providers (Appendix D)

Own risk

Neither the school, nor the Governing Body, will be responsible for any injury to persons or damage to property arising out of the letting of the premises. It is the hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

Hirers are responsible for their own Public Liability insurance cover and, where requested, must provide evidence that satisfactory insurance cover is in place.

Attendance and public safety

The hirer shall be responsible for providing adequate supervision to maintain order and good conduct and, where applicable, must adhere to the correct adult/pupil ratios at all times. The hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made, and approval given, and shall be responsible for preventing any overcrowding (such as would endanger public safety) and for keeping clear all gangways, passages and exits.

First aid facilities

It is the hirer's responsibility to make their own first aid arrangements, such as the provision of first aid training for supervising personnel and the provision of a first aid kit, particularly in the case of sports lettings. Use of the school's first aid resources is not available unless specifically agreed beforehand.

School furniture, fittings and equipment

Responsible adults must supervise the use of any equipment which is issued to them and ensure its safe return. School furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted. The hirer is liable for any damage, loss or theft of school equipment they are using and for the equipment's safe and appropriate use. In the event of any damage to school premises or property arising from the letting, the hirer shall undertake to pay the cost of any repairs or replacements required.

Electrical equipment

All electrical equipment brought onto the school site by the hirer must have a certificate of safety from a qualified electrical engineer. The intention to use any electrical equipment must be notified on the application.

Security

The Governors will hire and pay for a person to be responsible for the security of the premises over the hire (the "Site Manager"), and for the cleaning of the premises after its use. This cost will be included in the charge for the letting. If no suitable Site Manager can be employed the letting will be cancelled. Only named key holders may operate the security system. Keys should not be passed to any other person without direct permission of the Headteacher

Fire regulations and emergencies

The Site Manager will explain the fire procedures to the hirer. The advice will specifically relate to emergency evacuation procedures, fire alarm points, firefighting equipment, assembly points and roll call of personnel, location of telephone and how to summon the Fire Brigade and emergency services. A written copy of fire evacuation procedures will be issued to Hirers.

The hirer must make him/herself fully conversant with the fire drill and evacuation procedures for the premises including the position of appliances and emergency exits and undertake that this information is appropriately advised to event participants.

Where appropriate, the hirer must also keep a record of the participants using the school for Health and Safety reasons. In the event of an evacuation of the building the hirer is responsible for informing the Site Manager that all participants have been evacuated safely.

The hirer must have immediate access to participants' emergency contact details,

Smoking

The whole of the school premises is a non-smoking area and no smoking is permitted including vaping.

Food and drink

No food or drink may be prepared or consumed on the property without prior written agreement. If agreed, food preparations must be in line with current food hygiene regulations.

Alcohol will only be allowed on the premises with prior approval and may only be sold on prior sight of a local magistrate's licence.

Litter

All litter MUST be placed in the bins provided.

Promotional literature

Any hirer who wishes to display a banner attached to the perimeter fencing promoting their activity may do so for a small charge and only with permission of the Headteacher. The location of the banner will be at the discretion of the Headteacher.

Copyright or performing rights

The hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right and shall indemnify the Local Authority against all sums of money, which the LA may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

Charges

Hirers will be invoiced by the school and charges must be paid in accordance with the instructions on the invoice. The school reserves the right to refuse the hirer subsequent admission to the premises if any account remains outstanding.

The current charges are set out in the Lettings Charges document. The school reserves the right to amend the charges giving one month's notice.

Cancellations

Either party may cancel a letting, provided that in each circumstance at least 28 days' notice either way is given in writing. The School reserves the right to cancel or amend a letting in the event of the premises subsequently being required for school activities. In this event as much notice as possible will be given but the school will not be under any obligation to offer alternative accommodation.

It is the hirer's responsibility to notify users in writing (where appropriate) of any changes in dates or venues at least a week in advance.

Hirers will be required to pay the letting charge if the premises are opened for the letting even if the letting does not then take place

Right of Access

The Governing Body reserves the right of access to the premises during any letting. The Headteacher or members of the Governing Body may monitor activities from time to time.

Conclusion of the letting

The hirer shall ensure that the premises are vacated promptly at the end of the letting. The hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult.

The hirer shall leave the accommodation in a reasonably tidy condition, all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional fee may be charged.

If a letting over-runs the time booked, an additional charge will be made.

Failure to comply with The Terms and Conditions may result in a letting being cancelled and may jeopardise any future application.

Appendix A

Before completing this form, the applicant should read the attached terms and conditions governing the letting of the premises.

I Hereby make an application on behalf ofto hire accommodation at Malden Parochial C of E Primary School.

Dates:

From (must include set-up and Clean times)

Purpose.....

The Use of the following accommodation and equipment is required (Tick and indicate numbers)

Hall.....

Classroom no.....

Chairs/ Tables no.....

Approximate No. of people.....

If applicant will not personally be present during the period of letting, state name, address and phone no. of person accepting responsibility:

.....
.....
.....
...

I undertake to accept the conditions governing the letting of school premises, to pay the prescribed charges in advance and to arrange for adequate supervision during the period of letting.

I further undertake to make good any loss of property or damage to premises or property, and to indemnify the school against all actions, expenses, claims, damages, penalties and demands arising out of or in any way connected with the hiring. A guarantee or security against loss may be requested if deemed necessary.

Date and Signature of Applicant

Telephone No.....

Address
.....
.....

PLEASE SUBMIT APPLICATION TO THE SCHOOL NOT LESS THAN 14 DAYS BEFORE DATE OF LETTING.

NOTIFICATION OF APPROVAL

FOR SCHOOL USE ONLY: APPROVAL BY

Headteachers Signature.....

Site Managers Signature

THE HIRE CHARGE WILL BE £.....

Appendix B

ROLES AND RESPONSIBILITIES FOR EXTERNAL SERVICE PROVIDERS

The school lets the school site to both external service providers, who run after-school clubs for children at the school, and to external lets, who use the school premises outside the extended school hours for classes for adults or children (who are not necessarily at the school).

This guidance is for external service providers who let the school premises while members of the school staff are still present.

Safeguarding

Before first letting and annually thereafter, all external service providers must sign the school's disclosure form to confirm that they carry out enhanced DBS checks, including children barred checks. The external service provider is also expected to carry out other appropriate recruitment and vetting checks (eg, interview, taking up references).

If the external service provider becomes aware that a member of its staff is no longer suitable to work with children they must not send that staff member to Malden Parochial and should report the staff member in line with their own safeguarding policies.

Before first letting and annually thereafter, external service provider staff will be given the name of the school's designated safeguarding lead (DSLs) and deputy designated safeguarding lead (DDSL) and shown where their offices are. The external service provider is then responsible for ensuring that all further staff sent to the school are informed of this.

While the external service provider staff are on the school site they should comply with school policies, particularly the school's child protection policy and staff code of conduct.

The school will email the external service provider with a copy of these policies before first letting and annually thereafter and expects these to be sent to any staff before they attend the school. If any external service provider staff member becomes aware of anything at the school that may be a safeguarding concern they must raise it with the DSL or DDSL at the school. If they cannot be found, the external staff member must report the issue to any other school staff member.

Health and Safety

All external service providers should provide the school with a copy of their public liability insurance certificate. All external service providers should advise the school whether or not their staff on site are first-aid trained and whether they carry emergency first-aid equipment with them. If not, the school will tell the staff member who the first-aider on site is and where they can be found in an emergency. In such a case the school will make its first aid supplies available and may charge the external service provider for this service as an addition to the letting fee.

On or before first letting the school will run through the emergency evacuation procedures with the appropriate person/team from the external provider. Thereafter it is the responsibility of the external provider to ensure that all additional personnel sent to the school have been informed of the emergency evacuation procedures at the school, unless further training is requested. The school will check at the start of each term that no further training is needed.

The school may carry out a fire drill during an external service provider session.

APPENDIX B

ROLES AND RESPONSIBILITIES FOR EXTERNAL SERVICE PROVIDERS

External service providers (those who let the school while school staff are on site) are expected to run their clubs for a term. Half a term's notice is required by either party to end the letting

1. Dates of let for term.....

2. Public liability insurance certificate sent to school

 Expiry date.....

3. First aider and Certificates
.....

4. DBS information collated.....

5. Safeguarding Policy.....

6. DSL

Signed and Date by applicant

Company

Signed and Date on behalf of School

Appendix c

ROLES AND RESPONSIBILITIES FOR EXTERNAL LETS

Malden Parochial C of E Primary School is committed to safeguarding and promoting the welfare of children and young people.

The school lets the school site to both external service providers, who run after-school clubs for children at the school, and to external lets, who use the school premises outside the extended school hours for classes for adults or children (who are not necessarily at the school).

This guidance is for external lets who use the school premises when school staff are absent.

Safeguarding

If the external let hires the school premises to run classes for children, the external let must sign the attached form to confirm that it has the appropriate policies in place for safeguarding and child protection, including policies for safer recruitment. The let should confirm in writing to the school the name of its designated safeguarding lead. The safeguarding lead should have had Level 3 Safeguarding training or have access to such a person within the organisation. This form should be completed before the first letting and annually thereafter.

Health and Safety

All external lets should provide the school with a copy of their public liability insurance certificate.

All external lets should have a member of staff who is first-aid trained on site and should provide their own emergency first-aid equipment. The let should give the school the name of the first-aider.

On or before first letting and annually thereafter the school will run through the school's emergency evacuation procedures with the appropriate person/team from the external let. Thereafter it is the responsibility of the external let to ensure that all personnel sent to the school are shown the emergency evacuation procedures at the school and that the external let has its own emergency evacuation procedures for our premises. The school will check at the start of each term that no further training is needed.

Notice Period

We like to have a good and long relationship with external service providers. If there is a need to end the letting, one term's notice by either party to be given.

APPENDIX C

ROLES AND RESPONSIBILITIES FOR EXTERNAL LETS

Name of hirer.....

Contact number..... Email address.....

Dates of let.....

Any change in letting? If so a new application for hire of premises form should be signed.....

Date of expiry of Public Liability insurance.....

Copy of Insurance must be sent to the school.....

Do you have children under the age of 18 on the site?.....

If yes do you have safeguarding and child protection policies in place?.....

If yes, name of person responsible for safeguarding while on school site.....

Date of latest safeguarding and child protection policy.....

Name of safeguarding lead in your organisation with level 3 safeguarding training.....

Date of level 3 safeguarding training.....

Name of person with safer recruitment training.....

Date of safer recruitment training.....

Name of first aider on site.....

Signed and date

Organisation name

Appendix D

DBS CHECKS FORM FOR EXTERNAL SERVICE PROVIDERS

Malden Parochial C of E Primary School is committed to safeguarding and promoting the welfare of children and young people and expects all staff and volunteers to share this commitment.

As a service provider to our school, we need you to ensure that all the staff that you send to our school have been cleared to work with young children. This means that all staff must have enhanced DBS clearance with children's barred list checks.

It is your responsibility to ensure that all these checks are carried out for all your employees or volunteers. Please would you sign the form below to confirm the following:

Organisation name

.....
.....

We check that all our staff (or volunteers) employed to offer after-school activities at Malden Parochial C of E Primary School have had enhanced DBS checks, including a children's barred list check.

Signed and Date

.....

HOURLY LETTING RATES

School hall	£30
Classroom	£15
School Field	£25
Astroturf	£25
Carpark	£33
Piano request	£25
Use of banner outside school	£50 per term

There will be an additional charge of 30 minutes at each end of the letting to allow for unlocking and locking up which is included within the minimum hire time (i.e. 1 ½ hour hire use will be charged as 2 hours).

Fees include the cost of:

- Site Manager's time to unlock/lock the premises and to ensure security for the duration of the let;
- A light clean after the let (floor sweeping /toilets wiped and floor mopped). Any heavy cleaning required will be at additional cost;
- Heating, lighting and normal wear and tear;
- Use of cloakrooms.

VAT

The school is constrained by law to apply value added tax to all transactions where this is appropriate. The letting of premises for non-sporting activities is exempt of VAT, sports lettings are subject to VAT. In accordance with section 5.2 of HMRC's Notice 742 – Land and Properties, a sports letting is a letting where sporting activities take place in a sports facility. Premises are sports facilities if they are designed or adapted for playing any sport or taking part in any physical recreation (i.e. the MUGA).

Sports lettings on the MUGA will be exempt from VAT if they fulfil all the following criteria:

- the MUGA is let out to a school, club, association or an organisation representing affiliated clubs or constituent associations, such as a local league
- the person to whom the MUGA is let has exclusive use of them during the session
- the agreed letting consists of 10 or more sessions
- each session is for the same sport or activity
- the interval between each session is at least 24 hours but not more than 14 days. The duration of the sessions may be varied. There is no exception for intervals greater than 14 days through the closure of the facility for any reason
- the series of sessions is to be paid for as a whole and there is written evidence to the fact. This must include evidence that payment is to be made in full whether or not the right to use the MUGA for any specific session is actually exercised. Provision for a refund given by the school in the event of the unforeseen non-availability of the MUGA would not affect this condition.

Where an extra and separate charge is made for the hire of equipment or for administration, VAT is due on that charge at the standard rate. The school will record the VAT element of any income.

All prices are exclusive of VAT.

These rates are reviewed every year.