



**1 Worrall Drive, Wouldham Kent ME1 3GE**  
**☎: 01634 861434 Email: office@wouldham.kent.sch.uk**  
**Headteacher : Mrs Victoria Baldwin BSc (Hons) NPQH**

## **SCHOOL LETTINGS POLICY**

### **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
- Increase the use of facilities that are under used by the school

### **Implementation:**

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

- School and PTA activities have priority
- No bookings are confirmed more than 4 months in advance although provisional bookings may be made at any time
- Bookings must be made on the correct form and will only be confirmed once authorisation from Headteacher has been given.
- Outline charges are set by the Headteacher/Governors and reviewed periodically
- Specific charges are set at the time of the agreement
- Payment is in advance for single lettings
- Payment may be in instalments for a series of sports facilities lettings
- The agreement should be updated and reviewed at least annually

Users sign an agreement that covers:

- Terms and conditions relating to type of and length of use
- Cancellation
- Damage
- Insurance
- Charging
- Restrictions on use – any letting will not cover the usage of school resources and/or equipment beyond standard room and furniture. Any request for usage of additional resources and equipment (eg AV resources) will be considered with additional charge made to the fee.
- Licensing for the sale of alcohol, or public performances



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- Parking

**Terms and conditions:**

The following terms and conditions must be adhered to in the hiring of the school premises. Any breach of these terms will result in cancellation of future hires without refund.

1. "Hirer" means the person or entity identified in the relevant hire request form.
2. The hirer shall pay the full amount as stipulated by the school, and shall not be entitled to set off any amount owing to the school against any liability, whether past or future, of the school to the licensee.
3. The hirer shall occupy the part(s) of the premises agreed upon as a non-exclusive licensee and no relationship of landlord and tenant is created between the hirer and the school by this licence.
4. The hirer shall not sub-licence any of the premises under the licence.
5. The hirer shall not use the premises for any purpose other than that agreed upon in the licence, as set out in the hire request form.
6. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the licence.
7. The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.
8. The hirer shall be responsible for all matters relating to health and safety and shall be responsible for those in attendance during the specified time.
9. The hirer must take out its own public liability insurance with a reputable insurer approved by the school and, where requested by the school, shall provide a copy of the relevant insurance certificate no less than 10 before the start date of the licence.
10. The hirer shall not conduct, nor permit or suffer any other person to conduct, any illegal or immoral act on the premises, nor any act that may invalidate any insurance policy taken out by the school in relation to the premises.
11. The hirer shall indemnify and keep indemnified the school from and against:
  - a. Any damage to the premises or school equipment;
  - b. Any claim by any third party against the school; and
  - c. All losses, claims, demands, fines, expenses, costs (including legal costs) and liabilities, arising directly or indirectly out of any breach by the hirer of the licence or any act or omission of the hirer or any person allowed by the hirer to enter the premises
12. Save that nothing in the licence shall exclude or limit either party's liability for personal injury or death arising from the negligence of either party or any other liability that cannot be excluded by



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law, the school shall not be responsible for any losses of a direct or indirect nature, and its maximum liability to the hirer shall not exceed the total fees paid or to be paid to the school by the hirer under the licence.

13. Any cancellations by the school made with at least 7 days notice will be refunded.
14. Any cancellations by the hirer received with less than 7 days notice will not be refunded.
15. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
16. The hirer will leave the premises in the condition it was found in, leaving the area clean and tidy and not leaving any of their own equipment behind.
17. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior written agreement from the school.
18. If the hirer breaches any of the terms and conditions, the school reserves the right to terminate the licence and retain any fees already paid to the school, without affecting any other right or remedy available to the school under the licence or otherwise.
19. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
20. The hirer will acquire all appropriate additional licences for any activities they are running, including those required for use of any third party intellectual property.
21. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running.
22. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
23. The school's premises hire policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation letter issued by the school shall apply to and are incorporated in the licence.
24. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
25. The school and the hirer irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising from this licence.

**Cancellations:**

We reserve the right to cancel any agreed hiring with a minimum of 7 days' notice.



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A full refund will be issued if we do cancel a hire. The school shall not be liable for any indirect or consequential losses, including (without limitation) any loss of profits, loss of business or the loss of any revenue arising out of the cancellation of any hire.

The hirer of the premises can cancel any hire with a minimum of 7 days notice. If less notice than this is given, the licensee shall not be entitled to a refund.

**Revenue:**

The revenue raised from hiring out will be reviewed by the Headteacher and will be fed into the school's financial reporting, to ensure best value is being achieved.

**Application to hire:**

Those wishing to hire the premises should fill out the hire request form and read the terms and conditions of hire.

The hirer should fill out and sign the hire request form and submit it to the school office. Approval of the request will be determined by the Headteacher.

If the request is approved, we will contact the hirer with details of how to submit payment and make arrangements for the date and time in question. We will also send on details of the emergency evacuation procedures and other relevant health and safety documents. The hirer will also need to provide proof of its public liability insurance and a risk assessment.

We reserve the right to decline any applications at our absolute discretion, in particular where the organisation does not uphold the values of the school or reputational damage may occur.

**Safeguarding:**

The school is dedicated to ensuring the safeguarding of its pupils at all times. 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 come into contact with 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 check.



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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 Headteacher as soon as reasonably practicable.

The hirer understands that if our school receives an allegation relating to an incident where an individual or organisation is using our school premises for running an activity for children, we will follow our usual safeguarding procedures and inform our local authority designated officer (LADO).

#### **Roles and Responsibilities:**

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

- Opening and closing of the school is undertaken by an appointed key holder.
- The school may impose a condition that a member of staff (eg caretaker or other keyholder) must remain on site during the letting and if this is the case then an increased fee will apply to cover the costs of providing this service.
- 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
- The authorised representative will ensure that excess wear and tear on the buildings and equipment is avoided and will follow up unsatisfactory lettings to resolve issues
- For lettings that provide services and/or activities for children the authorised representative must provide evidence of appropriate safeguarding procedures and awareness.
- The authorised representative must ensure all rubbish and waste materials are removed off site and the premises are left in a clean and tidy state.
- Users must collect safety information prior to bookings and must report any issues/concerns with the venue as soon as anything arises. In the event of an emergency normal procedures apply ie call fire brigade/ambulance/ police and a member of school staff.
- Accident reports must be provided and kept by users.
- Any damage must be reported to school at earliest opportunity.
- 4 weeks notice is required to cancel any bookings.

#### **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 caretaker's payments.



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We will review and update this policy when the guidance on which it is based changes, or when this version of the policy otherwise stops being applicable.

Any updates to this policy will be shared with the full governing board.

Date policy agreed by the Governing Body : February 2025  
 Date for review : February 2026

**Table of fees for guidance**

| <u>Item/location</u>                         | <u>Fee</u>                                    |
|--|---|
| Main Hall                                    | £25 per hour (min 2 hours)                    |
| Studio Hall                                  | £20 per hour (min 2 hours)                    |
| WASPS Room                                   | £20 per hour                                  |
| Performing Room                              | £15 per hour                                  |
| Other locations                              | To be negotiated upon request                 |
| Out of hours access charge                   | £25 – rising to £35 after 9pm                 |
| Staff retained on site during letting period | £15 per hour rising to £25 per hour after 9pm |
| Use of AV equipment                          | From £20 per session                          |
| Use of other equipment                       | To be negotiated upon request                 |
| Use of food/drink preparation area           | From £10 depending on need                    |
| Cleaning charge (if left in poor state)      | £60 minimum charge                            |
| Damage deposit                               | £100 (returned after hire period)             |



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Non-profit making groups that exist for the benefit of children, and especially for children within the parish of Wouldham, may be offered a reduction to the above fees. Any group wishing to request reduced fees on this basis should be able to communicate their foundation and purpose to the school in writing.



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### **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.

The hirer must be over 18 years of age and must be the person signing the application form. The hirer should be responsible for the payment of fees and for ensuring that the conditions are met.

The sub-letting or sharing of the premises is prohibited.

The users are required to ensure all activities taking place within the premises during the hire period do not compromise the school's Christian foundation and ethos.

If the user wishes to cancel a specific booking or set of bookings, a term's notice must be given of the cancellation, and fees for this period will be charged.

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 and every 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,





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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 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.

Letting charges are based on a hourly rate. The minimum hiring and charging time is 1 hour.

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 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 or 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 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.

Users are unable to make use of the school meals facilities/kitchen unless agreed in advance.

All rubbish, empty containers, crates, etc must be removed from the premises by the user immediately after the letting has taken place and before locking up by caretaker or key holder.



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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.

School staff or school governors shall not be responsible in any way for property of belongings of attendees which are on site for a letting.

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. 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.

Vehicles should not be allowed on the playing fields and no parking which restricts the caretakers' or emergency services access will be 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. Please liaise with the school office if you require parking. Control of parking is the responsibility of the user.

No landlord and tenant relationship shall be created.



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Full supervision by a responsible adult must be undertaken whilst a playing field, hall, or sports area is being used. It is the responsibility of clubs/organisations/businesses using the facility and supervising children that a full risk assessment of the area being hired is carried out before commencement of hire and then prior to each use. It is also their responsibility to control all people (adults and children) attending the session and to ensure that they only access the designed areas which have been booked and no additional school resources.

Hirers who are providing a service which involves the supervision of children are responsible for carrying out all recruitment and vetting checks on staff and volunteers. It is the hirer's responsibility to ensure that there are appropriate child/adult ratios and contingency arrangements are in place for the unexpected or emergencies. Hirers should be aware of their responsibilities under the Keeping Children Safe in Education; a statutory guidance (available at [Keeping children safe in education 2023 \(publishing.service.gov.uk\)](https://publishing.service.gov.uk))

The Headteacher and the governing body will seek the written assurance that the Hireres have appropriate policies and procedures in place regarding safeguarding children and child protection, and has ensured relevant safeguarding checks have been made in respect of staff and volunteers. If this assurance is not achieved, an application to use the premises will be refused.

Failure to comply with safeguarding children requirements will lead to termination of the agreement.

There is no access to a public telephone.

Smoking is forbidden on school grounds and premises.

No animals other than guide dogs/therapy dogs are allowed on school site.

The school takes no responsibility for First Aid provision. Hirers should provide their own First Aid cover and resources at events. Any accident/injury that occurs during the lettings period must be reported to the school.

Last updated: October 2023  
Update due: October 2024