



Lettings Policy

EKC Schools Trust



Briary Primary School
Greenhill Road West
Herne Bay
Kent
CT6 7RS

Telephone: 01227 373095

Approval Date: May 2021

Next Approval: May 2022

INTRODUCTION

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 6pm during the week, and 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 LETTING

Use of school premises for a letting must be agreed in advance and confirmed in writing by both the hirer and the Lettings Officer. The agreement will include the fee, appropriate VAT and any other charges payable. These are reviewed regularly. 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 to the hirer, at the time agreement is reached). Formal confirmation of bookings will be made termly when school requirements have been finalised.

If the hirer wishes to cancel a specific booking or set of bookings, five clear working days' notice must be given of the cancellation. If less than five days' notice is given the school will/may charge a cancellation fee. When regular weekly/monthly bookings have been made, cancellation may 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 hirer and to the satisfaction of the school. A refundable cover charge of £50 should be paid to the school before any lettings takes place in case of damage. The hirer will be responsible for the first £500, depending on the insurance policy obtained. (Please see Appendix 3).

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 caretaker locks up. Furniture and equipment is to be left as found unless other arrangement have been agreed with the caretaker.

It is the hirer'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. Access to some areas will be restricted. 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 hirer shall not cause or permit any nuisance or disturbance to other occupiers or users at the school, nor to occupiers of neighbouring properties.

The hirer may not sub-hire their booking to other parties under any other circumstances

Limited parking is provided in the school grounds, but 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.

Opening and closing the school is undertaken by the Site Manager, or by prior agreement with an authorised member of the staff.

The user should be aware of the appropriate action to be taken in the event of fire or other emergency (the Hirer is provided with a Fire Evacuation Procedure document/map). 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 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.

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.

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 permission from the school before arranging for alcoholic drinks to be consumed on educational premises. The hirer is responsible for obtaining any licence necessary if intoxicating liquor is to be sold during the hiring.

OCCUPANT CAPACITY

The number of persons using the premises shall not exceed the number authorised.

Old Hall: 312

New Hall: 350

ARRANGEMENTS FOR USERS WITH PHYSICAL OR SENSORY IMPAIRMENT

Users wishing to hire the school premises and need facilities for individuals with physical or sensory impairment are asked to give details as soon as possible to the Lettings Officer. The Lettings Officer will arrange a meeting at a mutually convenient time to discuss ways in which any possible difficulties could be overcome. The school will not be responsible for providing any necessary equipment.

ROLES AND RESPONSIBILITIES

The Lettings Officer is responsible for the construction and regular update of the lettings diary. The FOBS and individual teachers should check with the **Lettings Officer** of availability of dates for events outside teaching hours.

Opening and closing the school is undertaken by the Caretaker, or by prior agreement with an authorised member of staff. Regular Hirers who unlock and lock up the school will sign as a keyholder and will receive full training and support from the lettings officer/ caretaker.

Supervision during the letting is the responsibility of the hirer. The hirer is also responsible for the security of the area of the school during the letting period.

Post-letting checks are made by the duty Caretaker and reported to the **Lettings Officer**.

Follow-up of unsatisfactory lettings shall be made. Due attention is to be paid to avoid undue wear and tear of the buildings and equipment.

MONITORING AND EVALUATION

The success of lettings can be equated to the additional income raised for the school.

Appendix 1 Letting Agreement

Please ensure you complete a copy of our Letting Request Form which has been provided to you as separate document.

APPENDIX 2

BOOKING ARRANGEMENTS
FOR GROUPS WITH SENSORY OR PHYSICAL DISABILITIES

Anyone who wishes to hire the premises and need facilities for persons with sensory or physical disabilities are asked to give details as soon as possible to the Lettings Officer. The Lettings Officer will be pleased to arrange a meeting at a mutually convenient time to discuss the ways in which any possible difficulties can be overcome.

APPENDIX 3 INSURANCE

Please note that a Hirer must arrange their own insurance and produce documentary evidence from their insurers or brokers to the effect that a valid Public Liability policy is in place with a minimum indemnity limit of £5million for any one event/each and every claim. Where cover is not confirmed it should not be assumed that it exists. Use of the school should not be permitted until evidence of insurance cover has been seen.

Cover can be provided under the DfE RPA (Lettings) Policy in the event that a non-commercial hirer has no cover, or unable to provide cover that meets the above requirements. The school will be required to charge a fee for use of the premises and in addition a contribution towards the cost of the DfE RPA Third Party Public Liability (10% of the total hiring fee, subject to a minimum premium charge of £2 per event). This policy has unlimited indemnity. The Hirer is liable to pay a policy excess of £500 for each claim submitted in respect of damage to property.

Schools Financial Services (February 2015) Commercial hirers and political organisations cannot take advantage of the DfE RPA Policy and must arrange their own insurance.

With regard to vetting insurance cover for lettings, this rests with the school and not with Risk Management and Insurance, although they would always be happy to offer advice where necessary. Any incident that occurs during a letting which may give rise to a claim either by or against EKC Schools Trust must be reported to Risk Management and Insurance immediately the school becomes aware of the situation

APPENDIX 4

CONDITIONS FOR THE HIRE OF PREMISES

A refundable cover charge of £50 is required by the hirer payable to Briary Primary School which is refundable if the following are met:

- No damage to any of the facilities and equipment has occurred.
- No equipment or school property has been removed from the premises.
- The Hall and toilets hired are left in a clean condition and equipment left as found.
- If cleaning has to be carried out a charge of £12.50 per cleaner per hour will be deducted from the deposit.
- The hirer must remove all their property from the premises at the end of the hire period, unless prior arrangements have been made with the school.
- Arrangements must be made by the hirer to remove all rubbish, crates, bottles, etc. from the school premises at the end of the hire period. It is the responsibility of the hirer to ensure that this is carried out.
- It is the hirer's responsibility to see that the premises are vacated (See point 6). If the premises are not vacated as agreed, an additional charge of £12.50 per hour/ or part of, will be charged and deducted from the deposit.
- The hirer to make arrangements for a minimum of £5 million Public Liability Insurance cover. The cover must be taken out with a reputable insurance company in respect of claims made by a third party for:
 - Accidental injury including death
 - Accidental loss or damage to the property
 - Arising out of or in consequence of the letting to cover the cost to the school.
- Documentation of the cover to be forwarded to the Lettings Officer within 14 days of the acceptance of the booking.
- Responsibility of the hirer for the conduct and safety of persons attending the function.
 - It is the hirer's responsibility to control the entry of all visitors at the external entrance which has been allocated. They should also ensure that only persons known to them are allowed access on to the school premises at all times.
 - A responsible adult must control the entrance and any other external doors that are unlocked at all times during the letting period.

On completion of the letting period, the hirer needs to check that all persons have left the premises and ensure that all windows and doors are locked and/or bolted as required. All areas of the facility must be checked physically for security and fire prevention reasons. The hirer must be aware of the appropriate action to be taken in the event of a **fire** or other emergency. See attached Sheet – **Emergency Procedures**.

- The hirer must acquaint themselves of the location of fire extinguishers and of how to obtain assistance from the Emergency Services. The hirer should brief his/her team on the location of the fire exits and they should also be pointed out to the persons occupying the building at the start of the booking.
- It is the responsibility of the hirer and associates and their clients do not cause a nuisance or disturbance to other users of the school premises, or to the occupiers of neighbouring properties.
- There may be occasions when it is considered worthwhile to allow community use of the premises at a reduced or minimal fee. This is a decision to be made by the Headteacher and will reflect the value to the school of the arrangement.
- Parking is provided in the school car park only. (No other hard standing areas to be used without express permission from the Lettings Officer). The control of the car parking is the responsibility of the hirer and their appointed person. The school can take no responsibility for any damage sustained to vehicles whilst parked on the school premises. Hirers must be aware of disruption to our neighbours by additional parking and must try to mitigate this impact.
- Conditions of business are:
 - A returnable deposit of £50 at the time of the booking and the balance to be paid to the school 14 working days before the date of the agreed function.
 - If this is not adhered to the school has the right to withdraw the facilities until the funds are cleared.
- Smoking/Vaping will not be allowed in the building or grounds of the school.
- On days when school is in session, no article (such as pianos, tables, flowers etc) may be delivered at the school before 5:00pm on the day of use, unless arrangements are made with the Head teacher for their earlier delivery.
- Alcoholic drinks may not be brought on to the premises while the school is in session and children are present.

Briary Primary School is a Nut Free School due to the fact that several of our pupils have a severe, life-threatening allergy to nuts including the following:-

- Peanuts
- Peanut Butter
- Nutella and other chocolate spreads
- Pecans
- Walnuts
- Nut Oils
- Nut flavourings etc.
- Body lotions, shampoos etc. containing any nuts

Touching, smelling or eating any of these items may provoke a severe allergic reaction.

- No inflammable films shall be used on the premises.

APPENDIX 5 Emergency Procedures

**Briary Primary School
Greenhill Road West
Herne Bay
Kent
CT6 7RS**

Telephone: 01227 373095

EMERGENCY PROCEDURES

A MOBILE TELEPHONE MUST BE AVAILABLE FOR USE IN AN EMERGENCY

ACCIDENT

Minor Injuries

A First Aid box must be collected from the Main Office on arrival and returned upon exit.

For Injuries needing medical attention

The person should be sent with an escort to the 24-hour Accident and Emergency Department at :

Queen Elizabeth The Queen Mother Hospital
St Peters Road, Margate, Kent CT9 4AN.

Please use CT9 4BG for Ramsgate Road entrance.

Phone: 01843 225544 (switchboard).

For Serious Injury

(As there are no telephone facilities, a personal mobile telephone must be used in an emergency)

Telephone **999** for an ambulance or **111** for advice

FIRE

Evacuate the building through the Fire Exit doors and telephone the Fire Service on **999**.

IN THE EVENT OF A SERIOUS INCIDENT

The following should be contacted as quickly as possible:

Position Held Within School	Contact Name	Contact Number
Site Manager	Mr M Simmons	07549 985271

**KEEP THIS PAGE WITH YOU AT ALL TIMES DURING THE
PERIOD OF THE HIRE FOR EASY REFERENCE**

DECLARATION CONDITIONS OF HIRE

*I confirm that the organisation/hirer has Public Liability insurance cover as follows:

Name of Insurer:

Policy Number:

Expiry Date:

Limit of Indemnity (minimum £

- The hirer is over 18 years of age
- I undertake to pay the appropriate hiring charges (including any charges arising from additional usage to that specified above), to observe and be bound by the Conditions of Hire detailed, together with any additional conditions set by the School, and to indemnify the School against any claims for loss or damage or personal injury or any associated costs arising from this agreement. I also confirm that I will provide the organisation with a copy of my Public Liability Certificate, Safeguarding Policy, COVID Risk Assessment and DBS certificates for adult organisers where the event has attendees under the age of 18.
- I understand that an invoice will be sent and payment via BACS must be made 7 working days before the date of the hiring to the school. In the event that payment is not received the school may cancel the hiring.
- I have read through the Lettings Policy including Appendix 1-5.

Signed.....

Name (Block Capitals).....

Date:.....

