



# Claremont Primary School

A hub of educational excellence and innovation,  
supporting and valuing everyone

## Lettings Policy

<b>Responsible person</b>	Diana Greenwood, Finance Assistant
<b>Responsible governor</b>	Chair of Resources
<b>Responsible governor team</b>	Resources
<b>Date approved</b>	12.10.2022
<b>Date of next review</b>	Autumn 2023
<b>Policy reference</b>	Claremont

At Claremont we believe and recognise that the diversity of our community is one of our greatest strengths and assets. We are committed to ensuring that our pupils are treated fairly, and we have carefully considered and analysed the impact within this policy to promote equality of opportunity for all and we will use our position of influence as a school to work with all stakeholders to eliminate discriminatory barriers and ensure that our pupils have a sense of shared, common belonging and understanding

## **Philosophy**

Claremont operate a flexible approach to letting fees/charges recognising that lettings can enrich our pupils learning experience by offering additional extra-curricular activities. The Governing Body has adopted a letting charge range with the minimum charge for any letting of the school premises set at £6.50 per hour (School Field) and £9.50 per hour (other areas) with a maximum charge set at £16 per hour. (Excluding caretaking) VAT is charged where applicable and a percentage of the hire charge is levied for insurance (currently 3.15%) when applicable. This will be reviewed annually by the Governing Body.

Claremont also recognises that letting can better integrate our school with, and benefit, our local community. Each letting case will therefore be decided on its own merits by the School within the minimum and maximum letting range, but mindful of the philosophy that no letting should incur a loss. Should a case be compelling but likely to be loss making, the school undertake to seek Governor approval via the Resources Committee, prior to agreeing any letting arrangement.

Local community lettings will be looked on favourably provided that there is no interruption to, or curtailment of, school use of the premises or unreasonable expectation of staff supporting the letting. 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.
- Meet a broader range of learning needs for pupils.
- Increase the use of facilities.

## **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
- Outline charges are outlined below and have been set in consultation with the Headteacher and Governors
- Specific charges are set at the time of the agreement
- The VAT liability is set at the time of the agreement
- Payment must be made advance for single lettings
- Payment can be made in installments for a series of sports facilities lettings that comply with VAT exemption regulations
- The agreement should be updated and reviewed at least annually
- A spreadsheet is kept covering all school, PTA, and outside use of the premises and

grounds, evenings, weekends and holidays

- Bookings must be requested in writing, on the school form “Request for Use of Claremont Primary School” (Appendix B)
- On agreement of the Headteacher to the hire taking place, the Hirer will be issued with the school form “Agreement Form” (Appendix C) signed by the Headteacher and accompanied with the “Conditions of use for a Letting” (Appendix A)
- The Hirer must then sign and return the Agreement Form to the School & in doing so, accepts the “Conditions of use for a Letting” that covers this:
  - Terms and conditions relating to type of and length of use
  - Children must be supervised by DBS approved adults throughout the session
  - Children must be dismissed from the club via an external door agreed by the school to the designated adult/carer and any absence from the club must be communicated directly between parent/carer and club supervisor with any unknown absence being directly followed up by the club supervisor
  - Cancellation
  - Damage
  - Insurance
  - Charging
  - Restrictions on use
  - Licensing for the sale of alcohol, or public performances
  - Parking
  - The contract may be updated annually or termly
  - Outline charges are set by the Headteacher/Governors and reviewed annually
  - Specific charges are set at the time of the contract
  - Smoking is NOT permitted in the building or on the grounds
  - All rubbish needs to be taken away and not left on the school premises. The school needs to be left as found with all materials and resources supplied by the hirer being removed at the end of the session (including any leaflets or literature which may be deemed inappropriate for young people)
  - The premises needs to be returned to the original condition it was in, prior to the session (even if this includes cleaning) – the school cleaners are not responsible for this.
  - A suitable and sufficient risk assessment must be supplied to the school for the activities taking place on the school premises
  - Children are to be given clear safety instructions either verbally and or through notices on the wall – i.e., the moving/use of equipment
  - The user is responsible for providing First Aid provision for children and adults under their supervision. First Aid supplies must be provided by the user and made available by the user during the letting
  - The hirer is responsible for ensuring that they have a full list of attendees at the club along with details from the parents/carers of any medical conditions that may need management such as asthma, Epi Pen allergies etc
  - Activity should be run properly and in a manner which does not bring the school into

disrepute. The school reserves the right to cancel or suspend a letting for any reason with notice

- A copy of the Emergency contact numbers (Appendix D) must be held by the hirer and accessible at all times
- The hirer must return the premises to its original condition prior to use, by, returning furniture (desks) to the correct place, cleaning information off of any used white boards and removing any rubbish or mess created during the hire

### **Roles & responsibilities**

The School Business Manager/Finance Officer is responsible for the regular update of the lettings diary spreadsheet.

The PTA secretary and individual teachers are responsible for informing the School Business Manager/Finance Officer a term in advance, of events outside teaching hours, which will use the school premises.

- Opening and closing the school is undertaken by the caretaker or by prior agreement with a person authorised by the Headteacher
- A spreadsheet is kept covering all school, PTA and outside use of the premises and grounds after school, in the evenings, at weekends and in holidays
- 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
- Post-letting checks are made by the caretaker and reported to the School Business Manager/Finance Officer
- Follow-up of unsatisfactory lettings will be undertaken. Due attention is to be made to avoid undue wear and tear on the buildings and equipment
- The School Business Manager/Finance Officer will check the liability insurance of the hirer and check the Disbarring Service (DBS) for all adults involved with a hire who might be in contact with children, this will be recorded on the Single Central Record by the Office Manager. All commercial hirers must produce the original public liabilities insurance certificate for a minimum of £5 million cover
- The School Business Manager/Finance Officer should ensure that the agreement forms and outstanding invoices file should be regularly reviewed to ensure that all income is properly identified for collection and the outstanding debts are pursued
- A division of duties should exist in:
  - Confirmation of lettings
  - Issue of invoices
  - Receipt of income
  - Monitoring and pursuit of debts

### **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 caretaker’s wages.

**Disclaimer**

All lettings by outside agencies will carry a disclaimer by the school on all advertisements, flyers and information given to club users as follows:

“The school takes no responsibility for the internal operation of the club, its charges or its cancellations”.

**Scales of Charges**

Use of hall, rooms or play facilities (internal and external). The following is a guide only.

<b>Hourly rate</b>	<b>Excluding caretaking</b>	<b>Including caretaking</b>
Letting Charge Rate	£6.50 - £16.00	£15.00 - £25.00

In addition to the above, Claremont charge VAT when applicable and a percentage of the hire charge is levied for insurance (currently 3.15%) if applicable.

Claremont also recognises that lettings can better integrate our school with, and benefit, our local community. Each letting case will therefore be decided on its own merits by the School within the minimum and maximum letting range, but mindful of the philosophy that no letting should incur a loss. Should a case be compelling but likely to be loss making, the school undertake to seek Governor approval via the Resources Committee, prior to agreeing any letting arrangement.

**Charges for any club, charity or educational activity remain at the Headteacher’s discretion**

Signed ..... Date .....  
(Chair of Governors)

Signed ..... Date .....  
(Chair of Resources Team)

Signed ..... Date .....  
(Headteacher)

Policy approval minuted at the Resources Committee meeting on 12<sup>th</sup> October 2022.

## **Appendix A**

### **Conditions of use for a letting**

*Claremont School is committed to an inclusive ethos and the general principle of equal opportunities for all members of the school community. We expect all users of the school to support this general principle.*

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.

If the user 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 whole of the fees may be charged by the school.

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.

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.

It is the user's sole responsibility to supervise children that are attending the hirer's activity and to ensure that the activity is run properly and in a manner which does not bring the school into disrepute. The school reserves the right to cancel or suspend a letting for any reason with no notice.

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 and doors have been shut and secured,

that the area is left in a good and clean condition and that all visitors have left the premises and that the premises are left secure and alarmed.

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 is responsible for providing the school with a written & signed Risk Assessment prior to the commencement of the hire.

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. A copy of Appendix D (Emergency Information) should be held by the hirer in charge and accessible at all times.

The user is responsible for providing First Aid provision for children and adults under their supervision. First Aid supplies must be provided by the user and made available by the user during the letting. The user is responsible for ensuring a full list of attendees to their club/activity is in place with clear instructions from the parent/carer as to any additional needs the child may have. All accidents or injuries must be reported to the school office as a courtesy.

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, KCC regulations must be observed.

All rubbish, empty containers, crates, etc must be removed from the premises by the User immediately after the letting has taken place. All materials/resources supplied by the user must also be removed to ensure the facilities are left as found. This includes the removal of any literature or leaflets that would be deemed inappropriate for viewing by the children of the school. If the premises requires cleaning to return it to the condition it was found, then the hirer must undertake this immediately after the letting has taken place. Furniture and equipment is to be left as found unless other arrangements have been agreed with the School Business Manager/Finance Officer or caretaker.

Smoking is not permitted in the school building or on the school grounds.

The use of materials for preparing floors for dances and the wearing of shoes likely to damage

floors, especially in the hall, 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 fulfill 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.

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 user must have written permission from the school before arranging for alcoholic drinks to be consumed on the premises. They are 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. 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 will only be allowed on the playing fields with special permission from the Head Teacher. No parking which restricts the caretakers' 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 user. No responsibility can be taken by the school for any damage to vehicles sustained whilst in the school grounds.

It is the responsibility of the hirer to ensure that all adults attending the activity and in contact with children, have a current DBS certificate. Whilst the school is not responsible for ensuring all adults hiring or using the premises have DBS certificates, the school does reserve the right to request sight of the DBS certificates.

The following statement must be included on all advertisements, flyers and information given to club users:

***"The school takes no responsibility for the internal operation of the club, its charges or its cancellations".***

*No landlord and tenant relationship shall be created.*





# Claremont Primary School

## REQUEST FOR USE OF CLAREMONT PRIMARY SCHOOL

This form to be completed by hirer and submitted to Headteacher before the first hire date

Name of Organisation:	
Name of applicant:	
Email address:	
<b>Names of all Adults / Instructor(s) – DBS certificates are required for all adults involved with classes where children are attending.</b>	
Address of applicant:	
Telephone number of applicant:	
Use to be made of premises:	
Maximum number of persons:	
Accommodation required	
Days:	
Dates:	<b><u>Please insert each date that you require the premises</u></b>
Times (including preparation time):	Start time:                      End time:
Furniture & Equipment requirements:	
Insurance: KCC Insurance will be applied to non-commercial hirers unless details of your insurance and a copy of the policy are supplied. <b>£350 insurance excess payable by the hirer in the event of a claim.</b> Commercial hirers must have their own public liability insurance covering £5,000,000.	Own
Caretaking requirements: (None or opening and closing only, for the duration of the letting)	NONE
Date:	Signature of Applicant



# Claremont Primary School

## Agreement Form

Name and Address of Hirer:	
Letting of school facilities for:	

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

Accommodation:	
Furniture/Equipment:	
Use to be made of facilities:	
Dates:	
Times:	
Charge per hour:	
Insurance:	
Caretaking:	
<b>Contract:</b> <i>Your use of the school facilities is subject to your agreeing to the 'Conditions of Use' as attached.            Subject to your agreement would you please sign and return the copy of this letter as soon as convenient.</i>	
<b>Signed</b> <b>Headteacher</b>	<b>Date</b>

**To:**

<b>Headteacher:</b>	<b>CLAREMONT PRIMARY SCHOOL</b>
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*I am satisfied with the details shown and confirm that we accept the conditions of use and have appropriate insurance cover / require KCC Insurance Cover @ 3.15% of hire charge. (Delete as appropriate)*

Organisation		
Contact Name		
Address		
Signature		Date

Headteacher: Mrs C Roberts Claremont School Banner Farm Road Tunbridge Wells Kent TN2 5EB  
 Tel: 01892 531395 Fax: 01892 520185 [admin@claremont.kent.sch.uk](mailto:admin@claremont.kent.sch.uk) [www.claremont.kent.sch.uk](http://www.claremont.kent.sch.uk)

## Appendix D

### PLEASE KEEP THIS INFORMATION FOR USE AT YOUR WEEKLY GROUP

#### LETTINGS EMERGENCY CONTACT NUMBERS

Please use these contact numbers in case of an emergency whilst on the school premises and you are not able to find a member of staff.

<b>Caretaker</b>	Lalo Fernandez Cortes	<b>01892 532269</b>	<b>07544 992096</b>
<b>Headteacher</b>	Candi Roberts	<b>01892 531395</b>	<b>07990 804409</b>
<b>Deputy Headteacher</b>	Sarah Seddon	<b>01892 531395</b>	<b>07799 400270</b>
<b>Assistant Headteacher</b>	Hannah Oliver	<b>01342 326919</b>	<b>07956 660529</b>
<b>Chair of Governors</b>	Chris Davidson	<b>07771 867452</b>	

#### SAFEGUARDING CONCERNS CONTACT NUMBER

If you have an immediate safeguarding concern regarding a pupil who takes part in your club that you need to discuss with a member of staff, please speak to: -

<b>Designated Safeguarding Lead</b>	Clare Smith	<b>01892 531395</b>	<b>07887 393320</b>
<b>Deputy Safeguarding Leads</b>	Candi Roberts	<b>01892 531395</b>	<b>07990 804409</b>
	Sarah Seddon	<b>01892 531395</b>	<b>07799 400270</b>

#### HEALTH AND WELLBEING CONCERNS CONTACT NUMBER

If you would like to talk about a health or well-being concern of a child attending your club

<b>SENCo</b>	Clare Smith	<b>01892 53139</b>	<b>07887 393320</b>
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#### PARENTAL/CARER CONTACT INFORMATION

It is essential that you keep a register of children who attend your club/activity and that you keep an up to date list of parent/carer contact information for use during your letting.

You must issue the school with a register of names of the children who attend your group.

#### NOTE

It is your responsibility to ensure the safety of the children attending your club/activity. All children must be dismissed from the main office reception area and into the care of a responsible person, parent or carer.