Leigh Primary School

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'Caring, Sharing and Learning Together'

Lettings Policy
2026-2027

School Name	Leigh Primary School
Adopted by Governing body date	22.06.26
Review date	22.06.27

Values

Leigh Primary School is a school in which the teaching and learning, achievements, attitudes, well-being and the happiness of every individual, matter. We believe that everyone has the right to succeed and the entitlement to develop their full potential. We recognise pupils bring to school different experiences, interests and strengths, which will affect the way in which they learn. As an inclusive school, we have a responsibility to provide a broad and balanced curriculum for all pupils, which meets the specific needs of individuals and groups of pupils. Educational experiences and opportunities will be provided to enable individuals to progress to the best of their ability**.**

Equal Opportunities Statement
We promote equality and the building of a democracy in which all members have rights and responsibilities, and the same opportunity to benefit from, and take part, in the education provided by the school – within and beyond its premises.
Diversity is valued as a rich resource that can contribute to the learning of all pupils and staff.

Disability Statement
Leigh Primary School is proud to be an inclusive school. We offer access to a broad and balanced curriculum for all pupils regardless of disability. We strive to ensure all pupils can access, educationally and physically, all learning opportunities within and beyond the school.

Within the confines of an old building, we aim to ensure that all users can access key learning areas, and will ensure that no user experiences any discrimination or reduced entitlement to learning due to being unable to physically access areas of the school.

As with any additional needs the school works closely with parents and appropriate outside agencies to ensure equality of access for all.

Every Child Matters
This Personal Care Protocol demonstrates how we aim also to meet the five outcomes outlined in the document 'Every Child Matters-Change for Children 2004' (DFES publication -1088-2004, version 1.0); namely:

1. Be healthy
2. Stay Safe
3. Enjoy and achieve through learning
4. Make a positive contribution to society
5. Achieve economic well-being

Lettings Policy

1. Introduction
The Governing Body recognises the role of the school within the community and welcomes the use of the School's premises for a variety of community and leisure purposes. Use of the school premises by the school, or on behalf of the school (e.g. PTA) or directly benefiting the pupils are not subject to the charging elements of this policy.
A copy of the Booking Conditions will be sent with the application form to the Hirer when the initial enquiry is made.

Key Principles

1. The school Buildings must be available for Leigh Primary School use whenever required.
2. Leigh School Parent Teacher Association will have priority over all applicants for hiring.
3. Established clubs, societies and charities may hire the hall and other spaces in the subject to the written approval of the School Governors. Leigh village clubs, societies and charities will have priority over equivalent organisations from elsewhere.
4. Where no charge has been made for use of the school building the school retains the right to access the building and utilise its facilities at the same time as the hirer.
5. Commercial organisations may, exceptionally, be authorised to hire the hall.
6. The hall will not be available for public performance.
7. The hall will be available for hire to individuals connected to the school up to 7.00 p.m. only.

2. Categories of Lettings

The use of the school premises is divided into the following categories:

- PTA
- Other users who directly benefit Pupils
- Leigh clubs, societies and charities and clubs for village children
- Other clubs, societies and charities
- Private (e.g. children's parties)
- Commercial organisations

3. Availability of Premises

Designated areas within the school are available for hire unless required by the school

4. Bookings

A completed and signed REQUEST FOR HIRE form together with the appropriate **hire charge** should normally be submitted to the Office Manager for approval by the headteacher at least four weeks before the required date for hire.
(Invoices to be issued by the school office with bank transfer details. No cheques or cash to be accepted as form of payment)

a) Charges for Hiring

Leigh School PTA	Nil
Other users who directly benefit Pupils	Nil
Leigh clubs, societies and charities and clubs for village children	£10 per hour or part
Other clubs, societies and charities	£12 per hour or part
Private (e.g. children's parties)	£20 per hour or part
Commercial organisations	£20 per hour or part
Day rate = 4 hours at appropriate rate	£75
Play Therapy Room	£7.50 per clinical hour

b) Nature of activity

1. The premises shall not be used for any purpose other than that for which agreement has been granted nor shall any area of, or furniture/equipment be used unless with the specific and express written agreement of the Headteacher.

2. To meet the requirements of the Copyright Designers and Patents Act 1988, any musical performances on the premises including but not limited to ballet, opera or choral works are to be notified to The Performing Rights Society and acceptable evidence of advance permission for their performance provided to the Headteacher.
3. The hall is not licensed and no licensable activity, as set out on the attached sheet, may take place unless both the agreement of the Headteacher and a valid licence is obtained from Sevenoaks District Council and shown to the Headteacher before the event takes place.
4. Alcoholic drinks may not be served nor consumed on the premises without the specific and express written agreement of the Headteacher nor without the hirer obtaining an "Occasional Permission Licence" from the clerk to the local magistrates. Alcoholic drinks may not be brought onto the premises while students are present.
5. No smoking is permitted on the premises in accordance with legislation.
6. Vehicles may not be parked on school premises nor where they may inhibit access for:
   - emergency service vehicles and/or equipment
   - the occupants and guests of the Coach House and Orchard House
7. The hirer shall observe the appropriate provisions of The Health and Safety at Work Act 1974 and all emergency exits must be kept clear at all times.
8. The number of persons using the premises shall not exceed that specified in the Agreement for Hire.
9. No landlord and tenant relationship shall be created

c) Cancellation of Bookings

If the user wishes to cancel a specific booking, five clear working days notice must be given, in which case a cancellation charge of one quarter of the booking fee will be levied. If less than five day's notice is given the full fee may be forfeit. When regular weekly/monthly bookings have been made, a cancellation fee will be negotiated.

d) Insurance

1. The Parent Teacher Association is fully covered by the KCC at no additional cost.
2. Commercial organisations cannot be covered under the KCC Hirers Liability Policy and must provide evidence from their insurers or insurance brokers acceptable to the School Governors confirming that they have a current Public Liability Insurance Policy with a reputable company in respect of claims which may be made against them by a third party for accidental injury including accidental death or accidental loss of, or damage to property (including damage to the school premises) arising out of, or in consequence of, the letting. This policy must have a minimum indemnity limit of £5 million for each and every claim.
3. Cover will be provided through KCC Hirers Liability Policy for non-commercial organisations (clubs, societies and charities) that cannot produce evidence that they already have cover acceptable to the School Governors. The insurance premium and Insurance Premium Tax of 6% of the basic hire charge is included in the total hourly charge listed above for this category of hirer.
4. The user will be responsible for the first £350 of each and every property damage claim.
5. All users must arrange their own insurance to cover loss of or damage to their own equipment brought on to the school premises.

e) Preparation for use

Except by express written agreement of the Headteacher

1. The user may not store equipment or materials in the school nor bring it into the hall before 5pm on days when the school is in session.
2. All such equipment or materials must be removed at the conclusion of the hire.

f) Duty of care by the hirer

1. It is the user's sole responsibility to control the entry of all visitors at the external entrance allocated and to ensure that only those people known to them are allowed access to the school. The entrance and any other external doors that are unlocked must be controlled by a responsible adult at all time during the period of hiring.
2. On completion of the letting a check must be carried out that all windows and external doors have been shut and secured, and that all visitors have left the premises.
3. 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 the use of the school buildings shall be made good at the expense of the user within one month by the school or, by agreement, by the user to the satisfaction of the School Governors.
4. The user shall not cause or permit any nuisance or disturbance to other users of the school or to occupiers of neighbouring properties.
5. If permission is given for use of the kitchen:
   - food stocks, crockery and cutlery are not available to hirers
   - no equipment shall be removed from the kitchen.
6. All rubbish, empty containers, bottles, crates, etc must be removed from the premises by the user immediately after the hiring has taken place and, where arranged, before the caretaker or other authorised person locks up. School furniture and equipment is to be left as found unless other arrangements have been specifically and expressly agreed with the Headteacher.
7. The drive between Jessica's hall and the school should not be used and the double doors which open on to Crandalls should be used as the access point for users.

g) Roles and Responsibilities:

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

- The PTA secretary and individual teachers are responsible for informing the authorised school representative 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 a casual caretaker, or by prior agreement with an authorised member of the staff
- 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
- Post-letting checks are made by the caretaker and reported to the school authorised representative
- 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

h) Complaints

Any complaint arising directly from hire of the hall will be investigated and dealt with in accordance with the current School Complaints Policy, a copy of which is available in the School office or on the school website (www.leigh.kent.sch.uk)

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.

The governing body of the School reserves the right to refuse hire and to amend the Conditions of Hire without notice.

All correspondence concerning hiring of school buildings shall be with or through the Headteacher.

Chairman of Governors …….. Date ……

Head Teacher …….. Date ……..

Appendix 1

Leigh Primary School

Leigh Primary School

Conditions of 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.

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.

Standard rated VAT is payable on lettings as applicable unless the letting is to a school or club that meets 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, 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.

The charge for a letting payable by the user includes for the user to enter the facilities, tidy / clean up after use and then lock up before leaving the premises i.e. without school personnel involvement..

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 have been shut and secured, and all visitors have left the premises. In addition all electrical appliances including lights much we switch off.

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.

If agreement is given for the use of the schools 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 and before the caretaker locks up. Furniture and equipment is to be left as found unless other arrangements have been agreed with the school's authorised representative.

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.

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 are not allowed on the playground or playing field unless specifically agreed in writing. Vehicles may be parked in the school car park at the front of the school. Vehicles must be positioned such that the Emergency Service have clear access to the rear of the school via the side gate. 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.

No landlord and tenant relationship shall be created.

Appendix 2

SCHOOL BUILDINGS REQUEST FOR HIRE

Name of Hirer and Organisation (if applicable)			
Contact Details	**Address:** **Telephone:** **Mobile:** **Email:**		
Type of Organisation Please tick as appropriate	☐ PTA ☐ Other user who directly benefit pupils ☐ Leigh clubs, societies and charities and clubs for village children ☐ Other clubs, societies and charities ☐ Private (e.g. children's parties) ☐ Commercial organisations		
Area of School Requested	**Hall** **Other (Please State)**		
Type of Event			
Date		**Start Time**	
Set up Time		**Finish Time**	
For block contract, specify number of occasions and dates required.			
Number of sessions		**Dates Required**	
Kitchen Required nb: Conditions of Hire	**Yes/No**	**Projector:**	**Yes/No**
Sound:	**Yes/No**		
Extension Lead:	**Yes/No**	**Insurance cover by:**	☐ **KCC** ☐ **Other (please provide copy)**
Number of Chairs required		**Number of Tables required**	

I wish to hire the School premises, as stated above, and agree to abide by its Conditions of Hire.I enclose the full hiring fee at the time of booking.
Bookings cancelled with five clear working days notice will have levied a cancellation charge of one quarter of the booking fee. If less than five day's notice is given the full fee will be charged

Please make cheques payable to LEIGH PRIMARY SCHOOL

I accept the terms of this contract on behalf of ……..

Signed: .....Date:.....

For School Use only

Charge per occasion £ …… .....
Date/s of payment and amount

Headteacher ……..... Date ……..

Check List

- ☐ **Copy to School Caretaker**
- ☐ **Copy and lettings policy given to hirer**
- ☐ **Copy filed**