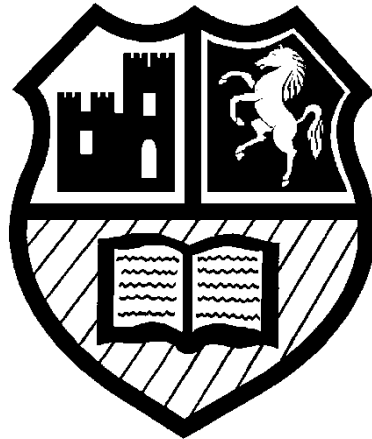


Oxford Primary School



Lettings Policy

Reviewed and Approved by FGB

Date June 2025

For review June 2027

Otford Primary School Lettings Policy

The school has adopted the recommended KCC lettings policy and subsequent updates.

Philosophy

Provided there is no interruption to school use of the premises, part of the school buildings and grounds may be let to select 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
- Outline charges are set by the Head teacher/Governors and reviewed annually
- Specific charges are set at the time of the agreement
- The VAT liability of the letting is determined at the time of the agreement
- Payment is in advance for single lettings
- Payment is in instalments for a series of sports facilities lettings that comply with VAT exempt regulations
- The agreement should be updated and reviewed at least annually
- A diary is kept covering all school, PTA and outside use of the premises and grounds after school, in evenings, at weekends and in holidays.

Users sign an agreement that covers:

- Terms and conditions relating to type of and length of use
- Cancellation
- Damage
- Insurance
- Charging
- Restrictions on use
- Licensing of or the sale of alcohol, or public performance
- Parking

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 site manager, 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.

Monitoring and 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.

Appendices

1. Application Form
2. Conditions of Use of a letting of Otford Primary School
3. Hire Agreement Form
4. PTFA Event Request Form
5. KCC Advice and Guidance on lettings
6. Sample Hire Agreement Letter
7. The Pricing and Charging Policy for the Use of School Facilities
8. Schedule of charges

Appendix 1 - APPLICATION FORM (for use of Otford Primary School Premises/Site)

To Request the Use of:			
..... School			
<i>This form to be completed by the applicant and submitted to the Head teacher</i>			
Name of Organisation			
Applicant's Name Address & Post Code			
Telephone No			
Email address			
Use to be made of the premises		Maximum number of persons	
Accommodation required		With / without heating	
Days		Dates	
Times (including preparation and clear up time)			
Furniture and equipment requirements			
Insurance certificate available / unavailable*			
Caretaking requirements (opening, closing, for duration etc)			
Risk assessment will be provided for the activities listed here / Risk assessment not required (delete as applicable)			
Signed		Dated	

*Commercial hirers must have their own insurance of at least £5,000,000 to be seen and copied by the school. For non-commercial hirers the KCC insurance will be applied at 3.15% of the hire charge unless own insurance seen and a copy attached

For office use only:	Date
Application Approved / Refused (delete as applicable)	
Hire Agreement Letter & Hire Agreement Form & Conditions of Use sent together	
Risk Assessment acceptable / Not required	
Insurance Seen / KCC Insurance included (delete as applicable)	
Hire Agreement Form signed & returned	
Invoice(s) Issued	
Invoice Number(s)	
Payment(s) Received	

Appendix 2 - Conditions of Use for a letting of Otford Primary School

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 the school use of the premises takes priority and that there may be occasions when the arrangements have to be changed due to school needs (where possible these will be advised at the time agreement is reached however this is not always possible). 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 of 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 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 VA regulations are available from the HMRC website in the Internal Guidance Manual for Land and Property under section 16.

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 or replaced 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 an amount to cover payment for standard opening and closing caretaking duties and may include additional duties if agreed prior to the letting. 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 on the fire exits.

The Health and Safety at Work, etc Act 1974 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 as 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 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 and before the caretakers locks up. 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 floor, 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 council and local police. Alcoholic drinks 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 license 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 Ltf) 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 caretaker's or emergency services access will be permitted. Consideration of separating vehicles and pedestrians on site should be considered where the activity poses additional risk. 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.

Any individual or company hiring/letting space within the school agree to maintain and protect the reputation of the school in all communications with parents.

Appendix 3 - HIRE AGREEMENT FORM for Otford Primary School

From Head teacher:		HIRE AGREEMENT No:
School		
Name of Hirer:		
<i>Further to your application I am pleased to offer the following facilities:</i>		
Accommodation/ Furniture/Equipment		
Use to be made of facilities		
Date(s) & Time(s)		
Charge		
Insurance arrangements		
Caretaking arrangements		
Risk Assessment required	Yes / Not required (delete as appropriate)	
Head teacher's Signature:		Date:
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 form as soon as possible		

To: Head teacher		HIRE AGREEMENT No:
..... School		
<i>I am satisfied with the details shown above and in the letter and confirm that we accept the Conditions of Use. We have the appropriate insurance cover / require KCC Insurance cover (delete as appropriate)</i>		
Name:		
Organisation:		
Address:		
Risk Assessment: (if required)	Attached / Not required (delete as appropriate)	
Signature:		Date:

Appendix 4 - PTFA EVENT REQUEST FORM (for use of School Premises/Site)

School Name			
Type of event			
Set up time			
Event start time		Event finish time	
Accommodation required			
Access via			
Name of person in overall charge			

Facilities Required			
No of tables		No of chairs	
Heating Yes/No	Hot Water Yes/No	Urn	Yes/No
Projector Yes/No	OHP Yes/No	Extension cable Yes/No	
Screen/ Whiteboard Yes/No	Sound Yes/No	Stage Lighting Yes/No	
Cloakrooms			
Parking Arrangements			
Other			

PTA member responsible for clearing up	
PTA member responsible for bar Licence	
PTA member responsible for ticket sales	
Risk Assessment required? Yes/No	
Person responsible for assessment	
Caretaker advised	

Signed
(On behalf of the PTA)
The school approves the arrangements for the above activity
Signed
(Head teacher/authorised person)

Appendix 5 - KCC LETTINGS ADVICE AND GUIDANCE (for premises and sites of Local Authority community schools)

This guidance contains advice about KCC requirements regarding the letting and PTA use of educational premises and aspects of the arrangements that should be agreed and applied at school level.

GENERAL GUIDANCE

Accounting

After charges have been agreed and arrangements made for invoicing, a set procedure should be followed to ensure that the income is collected, receipted, properly banked and applied to the correct CFR income code. Account must be taken of insurance and value added tax requirements. Financial records must be retained in accordance with the Retention Schedule for Schools.

See [References \(pages 18 - 20\)](#) for VAT Manual for Schools on KELSI

Applications

Potential lettings users should be asked to complete an application form or submit a written request detailing their requirements. On receipt you will need to confirm that the accommodation and equipment requested is available when required and agree the caretaking times and availability as necessary. The potential user, who must be over the age of 18 years, must be made aware of the Conditions of Use requirements and be able to meet them to the satisfaction of the school. Before calculating the charge for the letting account should be taken of all the cost to the school of the lettings.

See [References \(pages 18 - 20\)](#) for Template Lettings Application Form and Template Conditions of Use on KELSI

Contracts/Agreements

It is important that a contractual arrangement is established, so that the school and users understand their commitments to each other and are aware of the various rules and regulations that must be applied. It also provides a means for formalising the charging arrangements. A contract is based on the conditions of use that are applied and these should be different for commercial and non-commercial organisations.

See [References \(pages 18 - 20\)](#) for Template Conditions of Use on KELSI

Insurance

Adequate insurance cover is essential for all lettings. Where it is being provided through the KCC hirer's liability policy charges should be made at the time of invoicing for the letting.

See [Insurance \(Section 16\)](#) and [References \(pages 18 - 20\)](#) for Insurance Information on KELSI

Health & Safety Aspects

The requirements of the Health and Safety at Work Act 1974 and associated health and safety legislation apply to lettings and this should be drawn to the attention of users. They should be made aware of the content of the school health and safety policy as it applies to them and should be willing to take on the safety and security requirements of the policy and the conditions of use.

See [References \(pages 18 - 20\)](#) for School Health and Safety Policy Guidance and Example Contents and Event Safety on KELSI

A risk assessment may need to be completed by the user, especially where the activity presents a greater risk than life in general. Schools should consider the risks and proposed controls and be satisfied that the activity does not present an unacceptable level of risk.

See [References \(pages 18 - 20\)](#) for Five Steps to Risk Assessment pro forma and guidance on the Health and Safety Executive Website

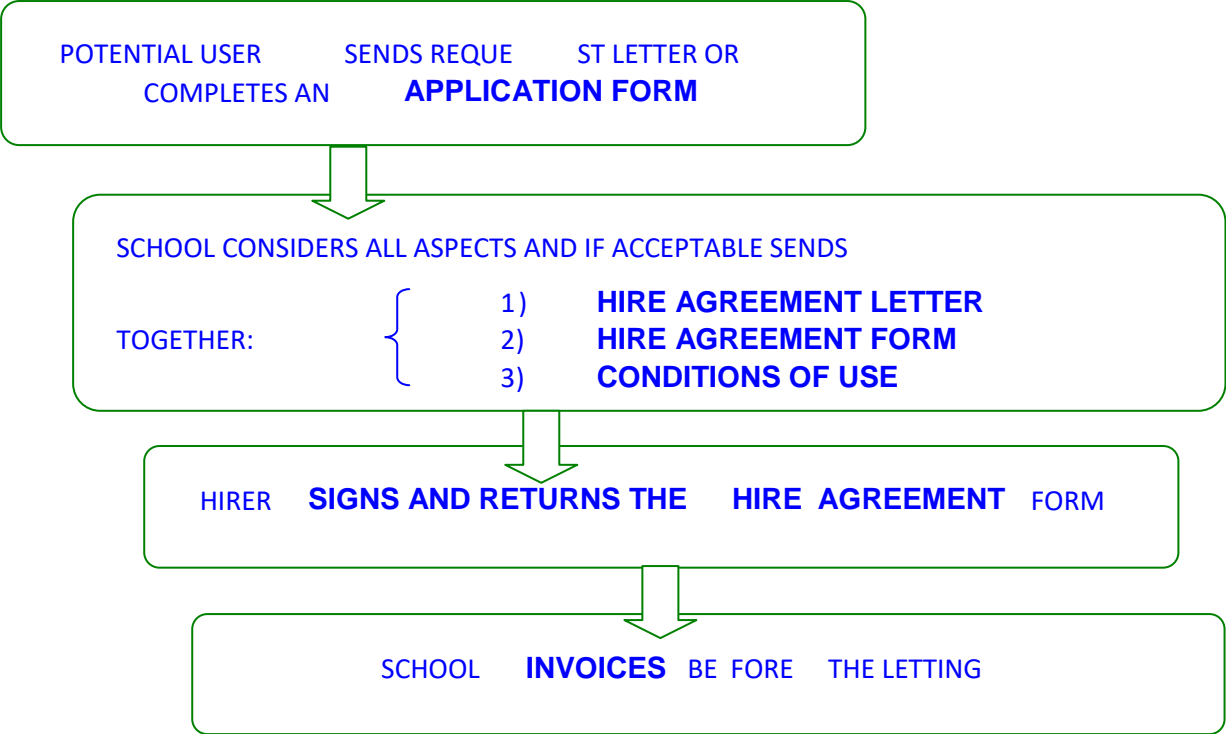
School Lettings Policy

The school should have a Lettings Policy that is approved and reviewed by the Governing Body. The policy should contain the Governors guidelines for lettings.

See [References \(pages 10-12\)](#) for Model School Lettings Policy on KELSI

FLOWCHART OF THE LETTINGS PROCESS

Schools may arrange LETTINGS of the school premises and the user (eg. club, organisation) becomes the HIRER of the premises.



A hyperlink will take you from each contents title below to that section

CONTENTS (in alphabetical order)

- 1. Adult Education Centres
- 2. Aided and Controlled Schools
- 3. Alcohol on School Premises
- 4. Bad Debts
- 5. Bonfires and Fireworks Displays
- 6. Boot Fairs
- 7. Caretaking and Cleaning Charges
- 8. Children’s Entertainment
- 9. Community Use
- 10. Diary

11. Discotheques
12. Elections and Election Meetings
13. Equipment Use
14. Fairs and Fetes
15. Helicopters and Parachute Drops
16. Insurance
17. Invoices, Receipts and Banking
18. Kitchen
19. Parking
20. Performing Rights Society and Other Licences
21. Security Recommendations for Lettings
22. Sports Facilities
23. Swimming Pools
24. VAT

REFERENCES (and Useful Contacts, Pages 10-12)

[Elections and Meetings](#)
[Financial Control](#)
[Health and Safety Advice](#)
[Insurance Information](#)
[KCC Lettings and Call Out Claims Form](#)
[KCC Schools' Personnel Service](#)
[Kitchen Lettings](#)
[Lettings Documents](#)
[Occasional Sales - KCC Trading Standards](#)
[PRS and PPL Licences for KCC Schools](#)
[Retention Schedule for Schools](#)
[School Model Finance Policies](#)
[Security Recommendations for Lettings](#)
[Temporary Event Notice](#)
[VAT Manual](#)

1. Adult Education Centres

Where adult education centres wish to use school premises, a lettings rate should be negotiated such that the school does not make a loss.

2. Aided and Controlled Schools

Where the governors of aided and controlled schools operate a lettings scheme they need to consider any different/additional requirements to community schools eg. VAT, insurance, charges, income, banking, diocese requirements and may need to contact their diocesan board of education.

3. Alcohol on School Premises and Temporary Event Notices (TENs)

A user must have the approval of the Head teacher and/or governing body before arranging for alcoholic drinks to be consumed on the premises.

Alcoholic drinks should not be brought on to the premises while the school is in session and pupils are present. All empty containers, crates, etc must be removed at the end of the event, before the school recommences after the letting.

Under the Licensing Act 2003 if alcohol is to be sold (or supplied as part of the ticket cost) or if a regulated entertainment provided (music, singing, dancing) or if late night refreshments consumed a Temporary Event Notice will be required. The event organiser will be responsible for submitting completed Temporary Event Notices (TENs) to the district/borough council licensing department and the appropriate police licensing officer at least 10 clear working days before and event. There is a limit of 12 TENs that can be given for any premises per calendar year.

See [References \(pages 18 - 20\)](#) for Temporary Event Notice from the district/borough council

4. Bad Debts

Schools may require lettings invoices to be paid in advance to help eliminate bad debts. If there are difficulties in obtaining payment after a letting reminders should be sent and should warn that any subsequent lettings will be cancelled and that legal action may follow if the debt is not settled by a given date.

If payment is not received as requested the governors and Head teacher will need to decide whether to write off the debt or pursue the matter further. Limits for writing off debts should be specified in the School Finance Policy. Bad debts and other problems with lettings should be notified to the CFE Finance Director so that other schools can be notified if necessary.

See [References \(pages 18 - 20\)](#) for Model School Finance Policy on KELSI

5. Bonfires and Fireworks Displays

These are generally not encouraged. If a governing body and Head teacher decides to host such an event the appropriate health and safety, insurance, security, grounds, police and fire brigade advice (for before, during and after an event) should be sought and followed.

Any professional company engaged to run the event must have appropriate public liability Insurance. The organisers (ie. school, PTA, lettings user) must obtain specific insurance cover in respect of their liabilities for injury to persons and reinstatement of any damage to KCC owned or other property. For those schools in the KCC Safehands Insurance Scheme, the Kent County Council Public Liability Policy provides cover for all sums for which the school/KCC becomes legally liable to pay as damages in respect of accidental death, accidental injury or accidental damage to third parties or their property resulting from negligence and arising out of school/KCC business activities. This would include any Bonfire and Firework displays organised and run by the school. Similarly, any such events organised and run by PTA's and the like may be covered by their Public Liability Policies. There is contingent Public Liability cover through the KCC policy for those PTA's who do not have cover.

See [References \(pages 18 - 20\)](#) for Insurance Information and Health and Safety Advice on KELSI

6. Boot Fairs

As boot fairs became more popular there were a growing number of complaints about noise and disturbance to adjoining residents. These complaints stem mainly from car parking, access, litter and noise. It may be that the School policy will bar such events if they are likely to cause more problems than the value gained.

Written notification of occasional sales (which includes boot fairs) must be sent to the KCC Trading Standards at least 21 days in advance.

See [References \(pages 1012\)](#) for Occasional Sales - KCC Trading Standards

Regular boot fairs could require planning consent and be subject to Sunday trading laws if being held on Sundays. A Street trading licence from the district/borough council may be required unless the public pay an admission charge to attend the sale.

7. Caretaking and Cleaning Charges

Any queries about the caretaker's conditions of service in relation to lettings should be referred to the school's personnel provider. The cost of caretaker's (or other premises support personnel) claims for payment in respect of duties related the use of premises after school hours should be considered when lettings charges are being decided. Lettings and Call Out Claim Forms should be available from the school's personnel/payroll providers.

An all-inclusive charge can be made for lettings with normal caretaking duties (including opening, closing and cleaning of the premises) but if additional duties of caretakers or other school staff are required they may need to be charged for separately and VAT applied.

See [References \(pages 18 - 20\) for VAT Manual on KELSI](#)

8. Children's Entertainment

From a control and safety viewpoint when children are being entertained on school premises as part of a letting, the user is to provide adequate adult supervision to prevent overcrowding and unruly behaviour. Such adults are to be properly briefed on their duties which include arrangements for emergency exit from the area(s) in use and any other reasonable precautions for the safety of the children.

See [References \(pages 18 - 20\) for School Health & Safety and Event Safety on KELSI](#)

9. Community Use

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 locally and will reflect the value to the school of the arrangement.

10. Diary

A computerised diary of all out-of-teaching time use by the school, PTA and lettings should be kept so that printouts can be passed to all concerned to ensure that everybody involved in the running of the school is aware of use of the premises.

11. Discotheques

If the Head teacher and governors decide it is acceptable to hold discotheques on school premises a Temporary Event Notice or Premises Licence may be required.

See [References \(pages 18 - 20\) for Temporary Event Notice from the district/borough council](#)

12. Elections and Election Meetings

The Returning Officer and candidates have special rights under the Representation of the People Act 1983 to use public rooms for the purpose of conducting elections and holding election meetings.

Where a school is the only premises available for a polling station and it is not possible to segregate the voters from the pupils it may be necessary to close the school. Such closures may be regarded as "unavoidable closures" for the purposes of counting school sessions, it is intended that their number should be kept to a minimum through local negotiation and should take place only with the

agreement of the governing body. Schools which are regularly closed for polling may consider using these days, when they are known in advance, as non-contact days for teachers.

Schools negotiate direct with returning officers for costs involved with normal insurance and VAT arrangements applying. Schools are not to gain financially from such lettings. Invoices for these lettings should be sent to the Returning Officer no later than 21 days after an election has taken place.

Whilst posters announcing a public political meeting may be exhibited on a detached board near the school entrance (bearing in mind health and safety implications) for not more than three days before the meeting, no other political posters may be fixed to any part of the premises.

See [References \(pages 18 - 20\) for Elections and Meetings information on Kent Trust Web](#)

13. Equipment Use

Where a user requests the use of school equipment, and the school agrees to the use, a specific charge may need to be made and may be subject to VAT. It is also suggested that a returnable deposit, to cover loss or damage, is requested. However, the risk of electrical problems and fires resulting from the user's equipment means that it may be safer to provide school equipment free of charge, as this will have been checked for electrical safety in the last 12 months.

See [References \(pages 18 - 20\) for VAT Manual on KELSI](#).

14. Fairs and Fetes

Advice should be sought from the school's grounds consultant regarding the use of the site for attractions such as pony/horse rides, parking and the location of stalls. Insurance requirements should be followed including care to be taken to ensure that any company providing, erecting and/or supervising a bouncy castle, stall or other attraction has public liability cover with a minimum indemnity limit of £5 million each and every claim. Health and Safety issues must be considered.

See [Section 16 Insurance and References \(pages 18 - 20\) for School Health & Safety Policy Guidance & Example Contents](#)

15. Helicopters and Parachute Drops

The promoters must have public liability insurance with a minimum indemnity limit of £5 million each and every claim. Health and Safety must be considered. A first aid presence is essential. The local residents, police and fire brigade should be advised.

See [References \(pages 18 - 20\) for School Health & Safety Policy Guidance & Example Contents and Event Safety information on KELSI](#)

16. 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 KCC Hirers' Liability (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 KCC Hirers' Liability Policy (currently 3.15% of hire fee). This policy has an indemnity

limit of £5million for any one event. The Hirer is liable to pay a policy excess of £350 for each claim submitted in respect of damage to property.

Commercial hirers and political organisations cannot take advantage of the KCC Hirers' Liability Policy and must arrange their own insurance. A commercial hirer would be regarded as an individual or organisation which may make a personal financial gain or business profit out of the hiring.

There is no need for a KCC insured school to request or vet details of public liability insurance for any other KCC directorate/establishment /unit or another school in the Safehands Insurance Scheme using their premises, as they are all covered by the same KCC corporate insurance arrangements. 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 KCC must be reported to Risk Management and Insurance immediately the school becomes aware of the situation.

See [References \(pages 18 - 20\)](#) for Insurance Information on KELSI

17. Invoices, Receipts and Banking

Invoices should be sequentially numbered with any insurance contribution and VAT element being clearly identified. Numbered receipts for payments must be issued as soon as possible and payments should be banked promptly. FMS6 Accounts Receivable module can be used for invoices and receipts. The Budget Book financial controls must be followed.

See [References \(pages 18 - 20\)](#) for Financial Controls regarding Income and Lettings and VAT Manual (for schools) on KELSI

There should be a procedure in place to ensure timely receipt of payments and, if required in advance, arrangements made to stop the letting if payment has not been received.

If a refund for a cancelled sports letting is made the possible invalidation of VAT exemption must be considered. If the exemption conditions are broken VAT will be chargeable on the series of lettings.

See [References \(pages 10-12\)](#) for VAT Manual on KELSI

18. Kitchen

Schools should consider restrictions on the use of certain equipment and foods referring to the KCC Kitchen Lettings information.

See [References \(pages 18 - 20\)](#) for Kitchen Lettings on Edukent

It is suggested that a returnable deposit is taken from a user when the kitchen is part of a letting. This will cover any additional costs such as cleaning of the kitchen or equipment or the cost of any damage. Schools should refer to the VAT Manual for catering lettings.

See [References \(pages 18 - 20\)](#) for VAT Manual on KELSI

19. Parking

Parking arrangements and volume of traffic should be considered when agreeing lettings.

20. Performing Rights Society and Other Licences

Kent County Council makes the blanket provision for KCC schools for PRS (Performing Rights Society) and PPL (Phonographic Performance Ltd) copyright licenses (but not for films and videos).

See [References \(pages 18 - 20\)](#) for PRS & PPL KCC Licences for Schools on Edukent

Care must be taken when agreeing lettings for public entertainment that any licences required are obtained eg. Temporary Event Notice (for regulated entertainment, late night refreshment and alcohol sale or supply) from the district/borough council.

See [References \(pages 18 - 20\)](#) for Temporary Event Notice on district/borough council websites

21. Security Recommendations for Lettings

The school should consider access, restrictions, key holders, locking up procedures and security alarms.

See [References \(pages 18 - 20\)](#) for the contact details required to obtain Security Recommendations

22. Sports Facilities

Care should be taken in the way pitches and courts are used to ensure the correct footwear and equipment is used. There are special VAT rules that apply to the letting of sports facilities. See [References \(pages 18 - 20\)](#) for VAT Manual (for schools) on KELSI

23. VAT

The VAT liability should always be considered when a letting is agreed. Many lettings of school premises are exempt from VAT. However, there are special rules and VAT liability for the use of sports facilities, specialist equipment and staff provision which are detailed in the Schools VAT Manual on Kent Trust Web.

See [References \(pages 18 - 20\)](#) for VAT Manual on KELSI

24. GDPR

The school will adhere to current GDPR and Data Protection legislation. Please see GDPR and Data Protection Policy on school website. The DPO for the school is Satswana Ltd, with email of info@satswana.com ; telephone number 01252 516898, office address: Pembroke House, St Christopher's Place, Farnborough, Hampshire, GU14 0NH

REFERENCES

ELECTIONS & MEETINGS

Schools e-bulletin 30 March 2010, Guidance on the Use of Rooms for Election Meetings, http://www.kenttrustweb.org.uk/communication/comms_docs/rooms-forelection-meetings.pdf

FINANCIAL CONTROL (Income and Lettings)

KELSI – School Management – Schools Financial Services - Financial Controls – Section 8: Receipt of income, security and banking

KELSI – School Management – Schools Financial Services - Policies – School Model Lettings Information: The Pricing and Charging Policy for the use of School Facilities and the Control of Income from Lettings

HEALTH AND SAFETY ADVICE

School Health & Safety Policy Guidance and Example Contents

KELSI – School Management – Day to day administration – Health & Safety – Health and safety example policies - Schools example health and safety policy

For queries contact Health & Safety Unit on 03000 418456 or email: healthandsafety@kent.gov.uk

KCC Swimming Pool Health and Safety

KELSI – School Management – Day to day administration – Health & Safety – Swimming - KCC Safe Practice in School Swimming and Water Safety (updated October 2008) and other documents

Event Safety

KELSI – School Management – Day to day administration – Health & Safety – Event Safety

Health and Safety Executive

Website: www.hse.gov.uk

Five steps to risk assessment

(Including pro-forma for risk assessment) <http://www.hse.gov.uk/pubns/indg163.pdf>

INSURANCE INFORMATION

KELSI – School Management – Day to day administration – Insurance

For queries contact Risk Management and Insurance on 03000 416 311 or by email to insurance@kent.gov.uk

KCC SCHOOLS' PERSONNEL SERVICE

For queries contact The Schools' Personnel Service on 03000 411112, Website: www.the-sps.co.uk

KITCHEN LETTINGS

http://www.edukent.co.uk/our_services/service/catering_cleaning_caretaking_and_refuse_collection/page_3/

For kitchen lettings queries contact your local Client Services Manager (Catering)

LETTINGS DOCUMENTS

KELSI – School Management – Schools Financial Services - Policies – School Model Lettings Information

Model School Lettings Policy

Lettings Advice and Guidance

Template PTA Request Form

Template Application Form

Template Hire Agreement Letter

Template Hire Agreement Form

Template Conditions of Use for a letting

The Pricing and Charging Policy for the use of School Facilities and the Control of Income from Lettings

OCCASIONAL SALES - KCC TRADING STANDARDS

http://www.kent.gov.uk/__data/assets/pdf_file/0016/7108/occasional-sales-guidance.pdf

<http://www.kent.gov.uk/business/trading-standards>

(PRS & PPL) PERFORMING RIGHTS SOCIETY & PHONOGRAPHIC PERFORMANCE LTD LICENCES for KCC SCHOOLS

http://www.edukent.co.uk/our_services/service/collective_licences/

Any queries, please contact 03000 412424 or e-mail: edukent@kent.gov.uk

RETENTION SCHEDULE FOR SCHOOLS

KELSI – Day to day administration – Access to Information – Records Management – Information Management Toolkit

Please note that the 'Record Retention Schedule for Schools' is available on page 12 of the Toolkit

SCHOOL MODEL FINANCE POLICIES

KELSI – School Management – Schools Financial Services - Policies – School Model Finance Policy

SECURITY RECOMMENDATIONS FOR LETTINGS

If you require any risk management or security advice about your school please call: 03000 416 440 or e-mail: Darryl.Mattingly@kent.gov.uk

TEMPORARY EVENT NOTICE (for alcohol, regulated entertainment, late night refreshments)

PREMISES AND PERSONAL LICENCES – LICENSING ACT 2003

Temporary Event Notices: for alcohol, regulated entertainment, late night refreshments (TENs) forms and information can be obtained from your district/borough council ie. Ashford, Canterbury, Dartford, Dover, Gravesham, Maidstone, Thanet, Tonbridge & Malling, Sevenoaks, Shepway, Swale, Tunbridge Wells:

<http://www.ashford.gov.uk/temporary-event-notice>

<https://www.canterbury.gov.uk/business/licensing/>

<http://www.dartford.gov.uk/by-category/business2/licences-and-street-trading>

<http://www.dover.gov.uk/Business/Licensing/Alcohol,-Entertainment--Late-NightFood/Temporary-Event-Notices.aspx>

<http://www.gravesham.gov.uk/services/business/business-statutory-andregulatory/licences-and-street-trading/licensing-act-2003/licence-temporaryevent-notice>

<http://www.maidstone.gov.uk/business/licensing-and-permits/entertainment-andalcohol/4>

<http://thanet.gov.uk/your-services/licensing/alcohol-and-entertainmentlicensing/temporary-event-licence/>

<http://www.tmbc.gov.uk/services/business/licences-and-street-trading/licencetemporary-event-notice>

<http://www.sevenoaks.gov.uk/services/business/health-and-safety/alcohol-andentertainment/temporary-event-notice>

<http://www.shepway.gov.uk/content/view/201256/69>

<http://www.swale.gov.uk/temporary-events-notice/>

<http://www.tunbridgewells.gov.uk/business/licences-and-permits/alcohol-andentertainment-licences/temporary-event-notices>

VAT MANUAL (for Schools)

KELSI – School Management – Schools Financial Services – VAT and income tax – VAT Manual.

For Lettings see Appendix 4 VAT Liability of Schools Income (CFR code I08) and other appendices eg 6 and 8

For VAT queries contact Bob Lane, Taxation Accountant 03000 416369, or by email bob.lane@kent.gov.uk

Appendix 6 - SAMPLE HIRE AGREEMENT LETTER

Date: xxx

To: *Full Name and Address of potential hirer on school headed letter paper*

Dear *Hirer*

LETTING OF SCHOOL FACILITIES

Thank you for the lettings request. I can offer the following:

Dates/Times/Facilities/Space/ Equipment/Furniture

As shown on the enclosed Hire Agreement Form. *Or full details of all space including WCs/ car parking/items/equipment included in the let etc and Day(s), Date(s), Times from start to finish (not times of function but to include preparation and clearing up time - eg. when the caretaker is needed)*

Charge(s)

As shown on the enclosed Hire Agreement Form. *Or £xxx for use of the facilities plus £xxx for specialist equipment eg Stage Lighting, VAT charge £xx (if applicable) and £xxx insurance charge. Payable by xxx date.*

Insurance

Proof of insurance cover from your insurer or broker will be required. As yours is a commercial or political organisation, the KCC Hirers' Liability Insurance cannot be applied (or: as yours is a non-commercial organisation, you can take advantage of the KCC Hirers Liability Insurance Scheme for a contribution to the cost amounting to 3.15% of the letting charge)

Risk Assessment *(optional paragraph if appropriate)*

The activity you will be carrying out requires a risk assessment to be completed by you. Please complete the HSE's "Five steps" form or other suitable pro forma and return to me with the signed Hire Agreement Form (or by xxx date)

Agreement

Your use of the School facilities is subject to the "Conditions of Use" as attached. Please sign and return the Hire Agreement Form (and risk assessment if applicable) as soon as convenient.

If you have any problems or questions or wish to arrange a visit, please contact me.

Yours sincerely

Head teacher

Attached: Hire Agreement Form & Conditions of Use

Appendix 7 - The Pricing and Charging Policy for the Use of School Facilities and the Control of Income from Lettings

Introduction

1.1 Schools should ensure that there is an adequate charging policy for lettings and that income due is identified, collected and accurately recorded and controlled.

Key Controls and Procedures

2.1 The Governing Body should establish a standard hire agreement form (which should be pre-numbered for control purposes), a charging policy for lettings and approved rates of charges, which should be documented for reference by appropriate school staff. When setting charges, consideration should be given to ensuring that caretaking and other costs are included. Most local accounting systems offer a standard debtors invoice.

2.2 ALL lettings must have a completed lettings form to ensure that those hirers requiring cover by the Authority's insurance policy are properly recorded. Where a school may have agreed free use of its facilities, a nominal sum must be charged and a hire form completed to substantiate any insurance claim that may subsequently be made.

2.3 A hirer should be requested to complete, sign and return the standard hire agreement form confirming their acceptance of the terms and conditions of the lettings. A hirer must confirm that they have taken out adequate insurance to cover their legal liabilities during the period of the letting if they are not paying the extra charge to be covered by the Authority's insurance policy.

2.4 Hire agreement forms should be authorised by the Head teacher, or an officer at an appropriate level. Forms should be filed sequentially.

2.5 All applications for lettings should be documented to monitor the use of facilities. The hire agreement form number should be entered on the monitoring record for cross-reference purposes.

2.6 Pre-numbered invoices (e.g., the Authority's local collection invoice) should be raised for all lettings, and invoice numbers should be recorded on the relevant hire agreement forms for cross-reference purposes.

2.7 An appropriate person should allocate any work connected with each letting to the caretaker. The caretaker's claim forms for this work should be checked and authorised for payment by this officer, who should ensure that caretaking costs are correctly included in the hiring charge.

2.8 VAT should be correctly charged on appropriate lettings of sports facilities. (Consult the Authority's VAT specialist's guidance notes on this subject).

2.9 Where possible, and in particular for 'one-off' lettings, income should be collected before a letting takes place to reduce the risk of non-payment.

2.10 Pre-numbered receipts should be issued for all lettings income received, and receipt numbers should be recorded on the relevant invoices.

2.11 The school's copy invoices should be filed sequentially awaiting payment, and when paid they should be attached to the relevant hire agreement forms. The hire agreement forms should then be endorsed as 'Cleared'.

2.12 The hire agreement forms file and the outstanding invoices file should be regularly reviewed by the appropriate person to ensure that all income is properly identified for collection and the outstanding debts are pursued. A procedure should be established to pursue debts, e.g., by a first letter one month after the letting took place, and a second letter after two months, then consideration should be given to legal action or write-off.

2.13 An adequate division of duties should exist in:

- The confirmation of lettings
- The issue of invoices
- The receipt of income
- The monitoring and pursuit of debts.

Appendix 8 – Schedule of charges

a) The Governing Body is responsible for setting charges for the letting of the school premises. A charge will be levied which covers the following:

- ◆ Cost of services (heating and lighting);
- ◆ Cost of staffing (additional security, caretaking and cleaning) - including “on-costs”;
- ◆ Cost of administration;
- ◆ Cost of “wear and tear”;
- ◆ Cost of use of school equipment (if applicable);
- ◆ Profit element (if appropriate).

b) Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the organisations involved. The specific charge levied will be reviewed annually, during the spring term, by the Finance and Resources Committee, for implementation from the beginning of the next financial year, with effect from 1 April of that year. Current charges will be provided in advance of any letting being agreed.

c) Charges are detailed below

Facility	Approximate size	Maximum numbers	Cost (£/hour)
Classroom		25	20:00
School Hall		150	35:00
Football Pitch			35:00
Catering Facilities		See below	20:00
Playground area			30:00

- d) Charges are payable in advance and are normally for a **1 hour minimum hire**. Charges apply from the time the facilities are required, including preparation and cleaning on completion. A Booking Fee of 25% is to be lodged with the School Office at the time of booking. This fee is 100% refundable if there is no loss or damage and adequate notice has been given of cancellation. Lettings should finish promptly at the agreed time. Please note that overruns will be charged at the appropriate rate.
- e) Use of catering facilities will require demonstration of appropriate food hygiene qualifications and knowledge of equipment if used.
- f) Additional charges will be levied if caretaking time is exceeded due to facilities not returned as found.