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# Lettings Policy

**Reviewed by: Mrs R Fawcett**

**Date agreed by Governors: October 2022**

**Frequency of Review: As required**

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## Introduction, General Principles and Safeguarding

- 1 President Kennedy School is committed to the promotion of the school grounds and buildings as a community resource. This includes access to school facilities by staff, parents, pupils and the local community when possible
- 2 The school premises will be available for lettings both during the week and at weekends subject to it being free and the availability of a responsible person for managing the letting.
- 3 The delegated budget will not subsidise lettings and all lettings should be charged a figure that will cover any costs incurred including administration, Site Services Officer (SSO), heating etc.
- 4 Permission to use these educational premises, with the exception of specialist facilities, out of normal hours may be granted by governors/management committees subject to the following:
  - The use will not, in their opinion, conflict with the educational functions of the premises, or create any disturbance or inconvenience to the neighbourhood, or interfere with any existing hiring.
  - The use will be of benefit to students, their families, staff and the surrounding community.
- 5 The Futures Trust and President Kennedy School are committed to safeguarding and promoting the welfare of Children and Young People, and require all persons using the school premises to share this commitment. When an application for use is submitted, the school will assess the nature and level of the safeguarding checks that will be required and will inform the hirer.
- 6 It will be the responsibility of the hirer to provide the relevant information and any documentary evidence requested by the school. Use of the school premises will not be permitted if a hirer fails to provide the information or documents requested, and where a failure to meet requirements relates to attendees other than the hirer (or person responsible on behalf of a hiring organisation) attendees may be denied access to the premises.
- 7 Hirers must ensure that both they and the people they are responsible for act in accordance with the safeguarding policies and procedures of the school which will be made available to them.

## Use of the School Grounds for Sports Activities

- 8 Sports pitches may be made available for properly supervised activities out of normal hours (particularly by organised youth groups and other similar bodies), at the discretion of governors, provided that the fields are in a fit state for such activities. This also applies to Netball, Tennis Courts and Multi Use Games Area (MUGA).

## Health and Safety

- 9 Hirers have a duty of care towards all persons using the premises and associated facilities. Before the commencement of their hire, they should become familiar with the School's Health and Safety regulations and procedures (e.g. in the event of a fire or evacuation) and it is the responsibility of the hirer to ensure that members of their group know what to do in an emergency.
- 10 Any accident occurring during the course of the hire period must be reported to a member of the School staff at the earliest opportunity and an accident form completed. These are available from the PE Office or Main Reception.
- 11 It is the responsibility of the hirer to ensure adequate First Aid provision during the hire period and it is acknowledged that the School accepts no liability in this respect whatsoever in this matter. However, the School will provide assistance in the summoning of the emergency services, where possible, should the need arise.

## Prevention of Damage

- 12 To avoid damage to property as a result of hiring, governors may stipulate that no types of footwear (e.g. outdoor footwear in sports hall) likely to cause damage to floors are worn, and may require other similar preventive measures to be taken. Facilities are not to be used for activities other than those for which they are intended.
- 13 No property or equipment other than specified or requested by the hirer with prior agreement of the school should be used by the hirer on school premises. Electrical equipment brought onto the premises must have a Certificate of Electrical Safety which has been issued by a qualified electrical engineer and the hirer is required to make such certificate available for inspection. All equipment brought onto the premises by the hirer must be removed at the end of the activity.
- 14 The school accepts no liability or responsibility for any loss or damage to any equipment left at the school by the hirer. Free and unrestricted admission to any part of the premises during any letting is to be given at all times to representatives of the School, the Police and the Fire Service.
- 15 Any breakages or damage to school equipment used must be reported to a member of staff immediately and any costs incurred to repair or replace said items will be charged to the hirer.

## Withdrawal of facilities

- 16 The object of the provisions of this scheme is to ensure the full use of the educational premises consistent with their use for normal day-to-day purposes, but it must be emphasised, particularly where premises are hired on a regular basis, that any abuse of privilege may lead to the immediate withdrawal of the facilities granted. In special circumstances, governors/management committees may cancel a confirmed booking, but will endeavour to give reasonable notice.

## Hire of sports halls, fitness studio and dance studio

- 17 The use of the sports hall, fitness studio and dance studio (and other facilities) at President Kennedy School is subject to the following additional conditions:
- appropriate footwear shall be worn
  - hirers are to provide their own personal playing equipment (e.g. rackets, balls)
  - any sports hall equipment used (e.g. games posts and nets) shall be stored tidily after use
  - where sports halls, netball and tennis courts, MUGA, fitness studio and dance studio are hired for activities in which there is physical risk, the hirer is responsible for appropriate supervision. The school is in no way liable for the standard of supervision provided.

## Charges for the Use of Educational Premises

- 18 If the school chooses to hire out the premises, charges for use will be at the discretion of Governors / Management Committee and will be displayed on the school website.
- 19 Governors / Management Committees may choose to offer free use or may set a charge which does not fully cover costs. However, this would need to be on the understanding that the hiring is not subsidised from the school budget. Subsidies may be provided from income from other hiring's or sources, or may be met by grants.
- 20 Charges will not be relevant for use associated with day to day school business, such as staff meetings, parents' meetings, governors' meetings and extra-curricular activities for students. In this case, costs arising from these uses will be covered by the school's budget.

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## Application procedure, conditions of booking, etc.

- 21 Any application for the hire of the school must be made on the official school Lettings Application form and in accordance with the procedures laid down the school.

## Confirmation of booking

- 22 The school premises will not be regarded as booked until the completed application form has been submitted and approved by the Governors / Management Committee or by a person empowered to act on their behalf. The Governors / Management Committee reserve the right to refuse any application without stating reasons. No public announcement of a function to be held at the school must be made until the booking has been formally confirmed.

## Payment

- 23 All bookings have to be paid for in advance.
- 24 The School shall issue invoices for all bookings made on either a weekly or monthly basis, depending on the booking contract agreed.
- 25 We accept BACS payments and our bank details can be found on our invoices. Payment must be made in advance prior to the facilities being used.

## Cancellation

- 26 The hirer must notify the Lettings Manager in writing, of any occasion when the letting facility is not required, giving the appropriate period of notice. Some or all of the hiring fee may be forfeited.

## Hirings are not transferable

- 27 Hirers are not allowed to transfer the hiring to any other person or organisation. Under no circumstances can the hirer sub-let the facilities.

## Consultation with Lettings Manager

- 28 Detailed arrangements for the use of the premises/facilities shall be made by the hirer with the Lettings Manager and/or Facilities Manager. This is particularly important if the letting requires movement of furniture and/or equipment such as the erection and/or dismantling of staging. The hirer shall be responsible for ascertaining that the letting facility is suitable for the purposes required.

## Conditions for the use of President Kennedy School

- 29 The following conditions for the use of the school premises by any hirer shall apply.
- 30 The following parts of the premises shall not be hired unless a special application has been made and permission granted by the Governors / Management Committee, if appropriate, with the relevant Head of Department/Service:
  - Laboratories
  - Kitchen
  - Design & Technology areas.
- 31 Lettings will only be allowed to persons over 18 years of age.
- 32 Alcohol shall not be sold or consumed on the premises of the school, except at civic functions and other special functions for which the Governors / Management Committee, have granted approval. The hirer is responsible for obtaining licences to meet the requirements of the Licensing Act 2003.
- 33 No betting, gambling or gaming is permitted on the school site
- 34 Smoking and the use of e-cigarettes/vaping is not permitted in any area of the premises hired or any area of the school grounds.
- 35 A statement of satisfactory clearance from the Data Barring Service (DBS) is required before members of an organisation may work on site with children.
- 36 With the exception of guide dogs, no dogs are allowed on site.
- 37 No polish or similar materials shall be applied to floors. The school premises must be left in satisfactory order for re-opening at the usual time. Where it is agreed that additional cleaning will be necessary (e.g. on a Sunday morning following a Saturday night function), then it is essential to determine the extra charges involved and advance notification of this should be given to the hirer. Any additional charge of this nature will be added to the cost of the hiring.
- 38 Meetings/functions shall finish so that the premises are vacated not later than 9.00pm, unless Governors/Management Committee have specifically authorised a later time, in which case an additional charge may be made.
- 39 The hirer will indemnify the school against all claims from third parties involving death, injury to persons and/or loss or damage to property and also for loss or damage to the school's premises being used. It is, therefore, essential that the hirer is covered by Public Liability Insurance to meet any claims which may arise as a consequence of the hiring agreement. A minimum cover of £5,000,000 is required to be maintained. Where the hirer does not maintain a Public Liability Insurance Policy and has opted to be covered by the school's



Public Liability Hirer's Insurance Policy, the hiring charge will also include 10% of the invoice cost as insurance premium to provide Public Liability insurance cover on the hirer's behalf.

- 40 If the school's premises are required for concerts or for dramatic, musical, film or any other public entertainments, or if visual aids are used, the hirer must ensure that:
- copyrights are not infringed
  - The Hirer **MUST** at its own expense, obtain all necessary public entertainments licences and show such licences to the school on demand before the hiring commences. The Hirer shall be responsible for any payments due to Phonographic Performance Limited for a performing rights music licence or the Phonographic Performance Limited, for a phonographic performance licence.
  - the requirements of the Licensing Act 2003 where applicable, have been or will be met and a Premises Licence for any hire involving dancing, music, alcohol or entertainment has been obtained or applied for
  - no play, film or performance shall be shown or performed by the Hirer that may in any way be offensive to public feeling.
  - the provision of the Children and Young Persons Act 2008 (as amended), with regard to performances by children, have been, or will be, observed
  - any licence necessary under the Theatres Act 1968 and the Cinemas Act 1985 has been, or will be, obtained
  - the parking of motorcycles, cars or lorries, etc., on the school premises, where suitable accommodation is available, shall be permitted only on condition that persons bringing such vehicles on to the school premises do so at their own risk, and that they accept responsibility for any damage or injury to the School's or other property or to any persons, whether connected with the school or not, caused by such vehicles or their presence on the school premises
  - no nuisance is caused to nearby residents. Noise must be contained to a reasonable level at all times and after 9pm no noise shall be audible in any of the neighbouring homes. No potentially offensive language is to be used.

### Duties of the Site Services Team (SSO)

- 41 The SSO team (or other delegated employee/worker) is responsible for opening the premises at the agreed time and remaining there until the hirer or their representative arrives, and for closing and securing the premises at the conclusion of the period of hire. They are responsible for cleaning and preparing hired facilities its normal use, except as provided in section 11 above. The erection or dismantling of staging, or the removal of chairs and furniture from one part of the premises to another, except where required for educational



purposes, is not regarded as falling within the normal duties of the SSO team. Where these services are necessary, the school may request an additional payment, the cost of which will be agreed prior to the booking and passed on to the hirer.

## Security of premises

- 42 The hirer should notify the SSO team if the function ends considerably earlier than expected; alternatively the hirer should leave someone in charge of the premises until a member of the SSO team arrives. The school must not be left without any supervision.

## Car parking

- 43 Hirers bring their own vehicles on to the school premises entirely at their own risk and shall under no circumstances take or park car or trailers on grassed areas. If it is necessary to transport equipment on to fields by vehicle, **permission MUST be obtained prior to the event** from the school who may take advice as deemed necessary. The hirer will be liable for the cost of making good any damage. (N.B. The insurance cover at section 12 does not include this type of damage.)

## Community Schemes and Activities

- 44 For community schemes and activities (e.g. playgroups and holiday play schemes), the hire of school is subject to the following additional conditions:
- The facilities to be used must be agreed beforehand with the school.
  - The hirer shall ensure adequate supervision of community schemes and activities by providing suitable leaders or organisers having regard to the number of children participating and having their own Enhanced DSB checks in place.
  - Details of the arrangements proposed for the community scheme or similar activities shall be sent by the hirer to the school not less than four weeks before the scheme begins.
  - The school shall be responsible for deciding whether the sports fields are unfit for use in inclement weather.
  - A hirer must give notice as early as possible to the school, if a session is to be cancelled.

- When the sports hall, netball and tennis courts, MUGA, fitness and dances studios are used, the hirer must ensure that players wear approved sports footwear, without heels, soled in rubber or similar materials.

## Use of school meals service kitchens

- 45 School meals service kitchens are not included in an ordinary hiring of the school premises to organisations not connected with the school. If a hirer wishes to make use of school meals service kitchens/facilities, a member of the catering staff must be in attendance and the hirer will be charged for the wages involved.

## Use of swimming pools

- 46 Currently unavailable.

## Statutory use of educational premises

### Candidates' meetings before elections

- 47 Candidates at parliamentary elections may use a suitable room in a maintained educational establishment in their constituency (or outside the constituency if there is no suitable room within the candidate's constituency which is reasonably accessible) for a public meeting. Such use must not interfere with the work of the school. Similar provision is made for candidates before County, District, Borough and Parish Council elections. (Representation of the People Act 1983, Sections 95 and 96.)

### Polling station

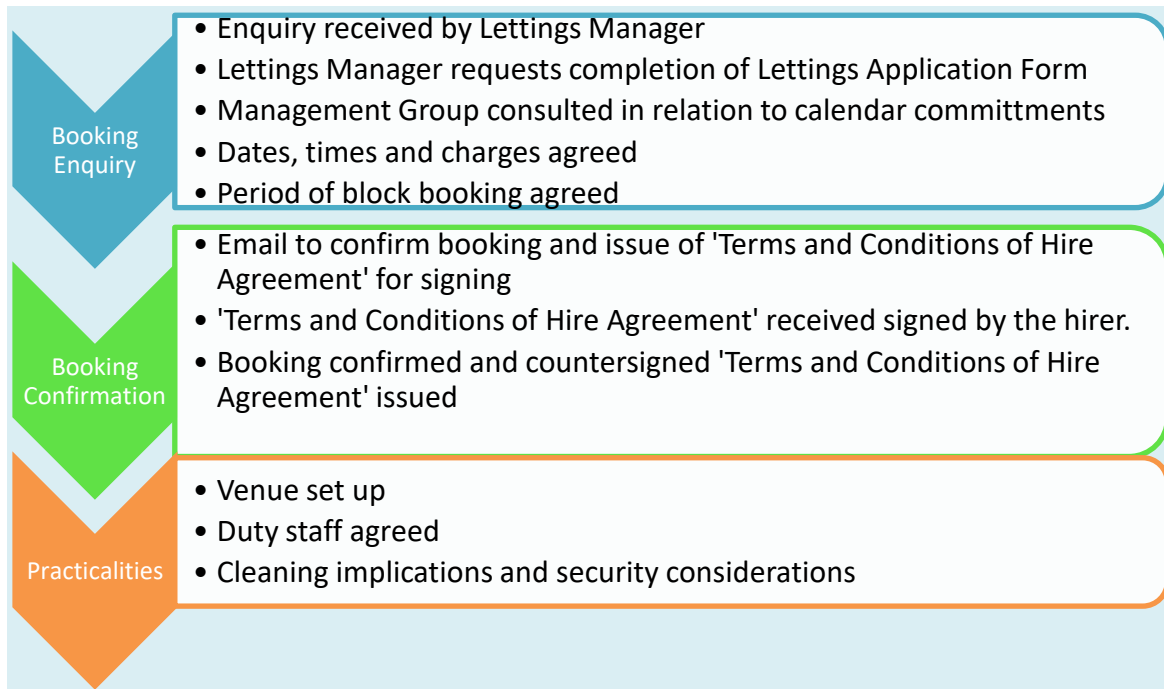
- 48 The Returning Officer is entitled to use a room in any maintained educational establishment as a polling station for a parliamentary, local or European election. (Representation of the People Act 1983; Schedule 1 Part III rule 22 Local Elections (Principal Areas) Rules 2006; rule 17 European Parliamentary Elections Regulations 2004 regulation 5(1).)

## Charges

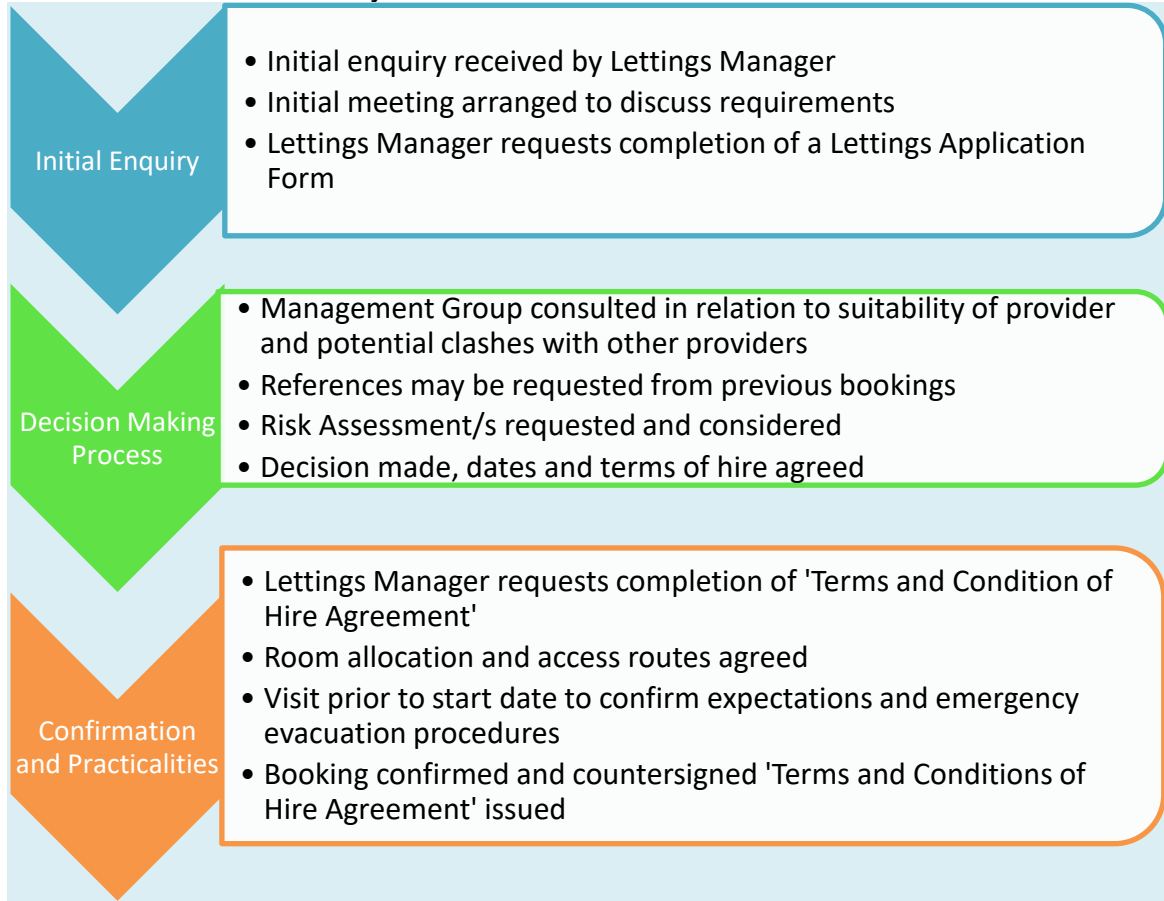
- 49 Where the school premises are used for statutory purposes this must be rent and charge free excepting that the user is responsible for the cost of making good any damage done and to defray any expense incurred in making the accommodation available. Details of the schools current letting charges can be obtained from the school office.

## Appendix 1 – Lettings Procedure

Established External / Community Provider:



### New External / Community Provider:



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## **Appendix 2 – Terms and Conditions of Hire Agreement**

### **FOR THE HIRE OF EDUCATIONAL PREMISES AND GROUNDS**

#### **Application for Hire**

A lettings application will only be confirmed if the following terms and conditions of hire have been met.

Acceptance will apply upon signature of this document and the applicable Lettings Application Form, which should accompany this document. The hirer must be over the age of 18 years and is personally responsible for the behaviour and conduct of all members of their group, regardless of age, and their safety and wellbeing.

#### **Acceptance of a Letting Application**

If an application is accepted, a letter of confirmation will be sent, together with a countersigned copy of this Hire Agreement. No public announcement must be made concerning any booking until it has been confirmed in writing by the School. Hirers will only be admitted to those areas booked and additional charges will be made for any unauthorised usage. The hire agreement will be accepted on the basis that it is made between the hirer and the School.

#### **Safeguarding**

The Futures Trust and President Kennedy School are committed to safeguarding and promoting the welfare of Children and Young People, and require all persons using the School premises to share this commitment. When an application for use is submitted, the School will assess the nature and level of the safeguarding checks that will be required and will inform the hirer. It will be the responsibility of the hirer to provide the relevant information and any documentary evidence requested by the School. Use of the School premises will not be permitted if a hirer fails to provide the information or documents requested, and where a failure to meet requirements relates to attendees other than the hirer (or person responsible on behalf of a hiring organisation) attendees may be denied access to the premises. Hirers must ensure that both they and the people they are responsible for act in accordance with the safeguarding policies and procedures of the School which will be made available to them.

#### **Health and Safety/Damages**

The hirer is expected to leave the premises in a reasonably clean and tidy state to the satisfaction of the School and will be held responsible for any claim for damages, loss or injury to persons, equipment or premises which occur within the School premises

and grounds as a result of their use of the facilities. The hirer must have appropriate Public Liability Insurance to cover this responsibility (A minimum cover of £5,000,000 is required). If the hirer does not have Public Liability Insurance and is unable to obtain this in the time allowed before their Lettings Application hire date comes into force, the hirer may request to use the Public Liability Insurance of the School for a surcharge of 10% of the letting fees. This is subject to the approval of the School and will be underwritten on a case by case basis.

Hirers have a duty of care towards all persons using the premises and associated facilities. Before the commencement of their hire, they should become familiar with the School's Health and Safety regulations and procedures (e.g. in the event of a fire or evacuation) and it is the responsibility of the hirer to ensure that members of their group know what to do in an emergency.

Any accident occurring during the course of the hire period must be reported to a member of the School staff at the earliest opportunity and an accident form completed. These are available from the PE Office or Main Reception.

It is the responsibility of the hirer to ensure adequate First Aid provision during the hire period and it is acknowledged that the School accepts no liability in this respect whatsoever in this matter. However, the School will provide assistance in the summoning of the emergency services, where possible, should the need arise.

No property or equipment other than specified or requested by the hirer with prior agreement of the School should be used by the hirer on School premises. Electrical equipment brought onto the premises must have a Certificate of Electrical Safety which has been issued by a qualified electrical engineer and the hirer is required to make such certificate available for inspection. All equipment brought onto the premises by the hirer must be removed at the end of the activity. The School accepts no liability or responsibility for any loss or damage to any equipment left at the School by the hirer. Free and unrestricted admission to any part of the premises during any letting is to be given at all times to representatives of the School, the Police and the Fire Service.

### **Parking**

The hirer shall ensure that motor vehicles are parked in the authorised and designated car parks. Parking is entirely at the owner's risk and the School accepts no liability or responsibility for any theft or damage whatsoever.

The hire will comply with all reasonable instructions and requests relating to the use of the premises. Any person failing to do so may be requested to leave the School and be refused entry or have the hire agreement terminated.



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## Hire of Sports Halls, Sports Grounds and other Sporting Facilities

The use of Sports Halls and grounds is subject to the following conditions:

- Appropriate footwear will be worn.
- Hirers are to provide their own personal playing equipment (e.g. rackets, balls) unless a previous arrangement has been agreed with the School.
- Any sports equipment used provided by the School (e.g. games posts and nets) will be stored tidily away after use.
- Where sports facilities are used for activities in which there is physical risk, the hirer is responsible for appropriate supervision. The School is in no way responsible or liable for the standard of supervision provided.
- Where outside sports facilities are used, the School will give adequate notice as deemed necessary if they feel that due to adverse weather conditions the grounds are inadequate and/or unsafe for use (see **Cancellation of Letting**).

## Hire of School Hall, Drama Studio and Classrooms

The use of the School Hall, Drama Studio and classrooms is subject to the following conditions:

- Food and drink is prohibited in these areas unless a previous arrangement has been agreed by the School.
- Hirers are to provide their own equipment unless a previous arrangement has been agreed by the School.
- Any equipment provided by the School (e.g. access to computers, music equipment, sound equipment, machinery, tables and chairs) will be stored tidily away after use. Any breakages or damage to School equipment used must be reported to Main Reception immediately and any costs incurred to repair or replace said items will be charged to the hirer.
- Where School facilities are used for activities in which there is physical risk, the hirer is responsible for appropriate supervision. The School is in no way responsible or liable for the standard of supervision provided.
- Where School facilities are used, the School will give adequate notice as deemed necessary if for any reason the area of hire is unavailable and an alternative provision may be offered (see **Cancellation of Letting**).

## Period of Hire

The hire period must include time for any preparation and packing up. Additional expenses may be incurred by the hirer and charged by the School if:

- The letting time has been over-run.

- Additional work is required by the School (including cleaners, Sports Attendants or Site Services staff).
- Equipment, furniture or property belonging to the School is damaged.
- There is excessive wear and tear on furniture or equipment.

Premises must be vacated promptly and by the time(s) specified on the Letting Application Form.

The use will not, in their opinion, conflict with the educational functions of the premises, or create any disturbance or inconvenience to the neighbourhood, or interfere with any existing hirer. If the hirer, or any one associated with the hirer's activity, is deemed to be in breach of any of the above then the School reserves the right to withdraw the facilities granted with immediate effect.

### **Cancellation of Letting**

The hirer must notify the School of a cancellation at least 3 working days before the date booked otherwise the full charge will be levied.

The School reserves the right to cancel any booking. Although an explanation will usually be given, the School reserves the right to cancel without giving any reason. School activities and events will always take priority over external lettings, this includes provision for examinations and Open Evenings. The School will endeavour to give adequate notice where a cancellation of a letting occurs.

Use of outdoor facilities may be affected due to adverse weather conditions. Hirers should contact the School for information and advice during normal school office hours. The School accepts no responsibility or liability in the event of cancellation or restrictive use during these periods.

### **Food, Alcohol, Smoking and Gambling**

No food or drink, including alcohol, may be brought onto the School premises by the hirer without prior arrangement at the time of booking and ensuring that the hirer has obtained (at their own expense) any necessary consents or licences.

Smoking and the use of e-cigarettes/vaping is **not permitted** in any area of the premises hired or any area of the School grounds.

No betting, gambling or gaming is permitted on the school site.

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## **Licences and Legislation**

Where premises are to be used for concerts or for drama, musicals, film, sport or any other public entertainment, or if visual aids are to be used, the hirer is responsible for ensuring that:

- No copyrights are infringed and approvals are obtained where necessary.
- The requirements of the Licensing Justices have or will be met, including performance Licences and music licences.
- No play, performance, film shown or entertainment allowed which is in any way offensive.

## **Lettings Charges**

All charges will be agreed at the time of booking. The School's pricing structure for lettings can be found on the School website [www.pks.coventry.sch.uk](http://www.pks.coventry.sch.uk). The School's pricing structure is reviewed by the Governing Body on an annual basis. All hirers will be given 30 days notice of any pricing increase in writing.

## **Payment of Bookings**

The School shall issue invoices for all bookings made on either a weekly or monthly basis, depending on the booking contract agreed.

Payment must be made in advance of the booking. We accept BACS payments and our bank details can be found on our invoices. Payment must be made in advance prior to the facilities being used.

## **The Contract**

The Hire Agreement, together with the Lettings Application Form, forms part of the contract. The contract is only complete once approval has been made by the School and this Hire Agreement has been countersigned by a member of the School Management Team. A copy of this will be sent to the hirer in advance of the start of the booking.



**Hire Agreement for the hiring of school facilities**

**between**

**President Kennedy School, Rookery Lane, Coventry, CV6 4GL**

**and**

**(Insert name of organisation)** \_\_\_\_\_

**(Address)** \_\_\_\_\_

The terms and conditions of hire, together with the lettings application form, will remain in force until written notification of cancellation is received from the hirer and confirmation of said cancellation is accepted and acknowledged by the school. a final settlement of account will then be issued and any monies outstanding will be required to be paid within 7 days of notice.

The school shall be entitled to terminate this hire agreement immediately in the event of any breach by the hirer, or anyone associated with the hirer's activity, of any of the terms and conditions set out herein and upon termination this agreement will cease with immediate effect.

I acknowledge that I have read and understood the terms and conditions of this hire agreement, the lettings policy, the health and safety regulations of the school and agree to comply with these conditions.

**I have enclosed a copy of my public liability insurance policy** **Yes / No**

**If no, I would like to use the school's public liability insurance policy** **Yes / No**

**Name of signatory for hirer: (print name)** \_\_\_\_\_

**Signed:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

**Name of signatory for the school: (print name)** \_\_\_\_\_

**Signed:** \_\_\_\_\_ **Dated:** \_\_\_\_\_



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## Appendix 3 – Lettings Application Form

(Please complete using BLOCK CAPITALS)

Name of Organisation: \_\_\_\_\_

Registered Address: \_\_\_\_\_

\_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Address (if different from above): \_\_\_\_\_

\_\_\_\_\_

Contact Tel No: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Purpose of Booking Required: \_\_\_\_\_

\_\_\_\_\_

Day(s) of the Week: \_\_\_\_\_

Time(s) of Booking: From \_\_\_\_\_ To \_\_\_\_\_

Start Date of Booking: \_\_\_\_\_ End Date of Booking: \_\_\_\_\_

Venue(s) Required: \_\_\_\_\_

Extra Requirements: (Tables, Chairs etc) \_\_\_\_\_

Approx. Nos: \_\_\_\_\_

I have read a copy of the Terms and Conditions of Hire and I agree to comply with them. I confirm that I am over 18 years of age. I also agree that all monies will be paid in full and accept personal liability for any outstanding monies at the last date of hire.

Signed: \_\_\_\_\_ Print name: \_\_\_\_\_

For and on behalf of: \_\_\_\_\_

Dated: \_\_\_\_\_

Please return to: Lettings, President Kennedy School, Rookery Lane, Coventry, CV6 4GL.  
Tel: (02476) 661416 or email to [Lettings@pks.coventry.sch.uk](mailto:Lettings@pks.coventry.sch.uk)