



Premises Lettings Policy

The King's School

Cadhay Lane

Ottery-St-Mary

Devon

EX11 1RA

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Statement of intent

The King's School aims to maximise the use of all its facilities where beneficial. The intended purpose of the School's facilities is to benefit the School community; however, the School understands that extending the use of the premises to the wider community allows us to maximise our income and provide an advantage to the clubs and groups who will use our facilities.

The School endeavours to positively contribute to increasing participation in activities taking place in the local community.

This policy clearly sets out the rules and procedures the School expects hirers to follow when using the facilities.

1. Legal framework

This policy has due regard to the relevant legislation, including, but not limited to, the following:

- The School Premises (England) Regulations 2012
- Health and Safety at Work etc. Act 1974
- The Health and Safety (First-Aid) Regulations 1981
- Education Act 1996
- The Control of Asbestos Regulations 2012
- The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) 2013
- Value Added Tax Act 1994
- The Unfair Contract Terms Act, 1977

This policy has due regard to the relevant guidance including, but not limited to, the following:

- DfE (2018) 'Advice on standards for School premises'
- DfE (2023) 'After-School clubs, community activities and tuition: safeguarding guidance for providers'
- DfE (2023) 'The Prevent duty'
- HMRC (2020) 'Land and property (VAT Notice 742)'
- HMRC (2019) 'Education and vocational training' (VAT Notice 701/30)
- DfE (2023) 'Keeping children safe in education 2023'

This policy operates in conjunction with the following School policies:

- Fire Safety Policy
- Health and Safety Policy
- Safeguarding and Child Protection Policy
- School Security Policy

2. Roles and responsibilities

The Board of Trustees, or its delegated committee, will be responsible for:

- Ensuring this policy is implemented consistently across the School.
- Working with the Headteacher to ensure all relevant policies and procedures are implemented and made available to hirers.
- Agreeing fair prices to charge for using the premises: these will reflect the condition of the facilities but remain competitive enough to be accessible to the wider community.
- Ensuring the costs of any bills, e.g. electricity and water, that may be attributed to the use of the premises are covered.
- Overseeing the marketing of the facilities to ensure their use is maximised.

The Director of Finance & Operations will be responsible for:

- Ensuring compliance with the premises licence.
- Acting as or appointing a designated premises supervisor.
- Working with the Site Manager to assess whether or not the premises is suitable for hire in its current condition.
- Ensuring the School has the correct insurance for hiring out the premises.
- Checking the hirer has adequate public liability insurance.
- Accepting and rejecting applications to hire the premises.
- Working with the Site Manager to ensure the premises is fit for use by hirers.
- Ensuring hirers familiarise themselves with any relevant policies and procedures.
- Reviewing the relevant safeguarding checks carried out by the hirer to ensure they comply with the requirements outlined in the Child Protection and Safeguarding Policy.

The Site Manager will be responsible for:

- Ensuring the facilities and equipment requested are clean and in a good working condition for each hirer.
- Working with the hirers to ensure high levels of security are maintained.
- Showing the hirers how to properly open the premises and secure and lock the premises after use.
- Maintaining and checking equipment to ensure the general upkeep of the site and its facilities.
- Organising any repairs and/or replacement of equipment.

Hirers will be responsible for:

- Ensuring the proper use of the facilities and equipment they have requested to use.
- Taking the necessary steps to ensure there is no damage to any equipment or furniture, or the building itself.
- Ensuring all related visitors and volunteers have signed in during their period of hire.
- Leaving the premises in a clean and tidy condition, either as good as or better than they received it.
- Working with the Site Manager to ensure that the premises is secure after use.
- Obtaining adequate public liability insurance and providing evidence to the School at the time of booking.
- Providing the Director of Finance and Operations with proof that they hold a current and relevant insurance policy.
- Obtaining all necessary safeguarding checks where required, e.g. DBS checks, and providing proof of this to the Director of Finance & Operations.
- Reading the Child Protection and Safeguarding Policy and other relevant safeguarding procedures, and ensuring they understand the rules and procedures detailed within.
- Informing the Director of Finance and Operations of the activities that will be undertaken on the premises and of any changes to these activities.

3. Conditions of Hire

The hirer shall at the end of the hiring be responsible for:

- a) ensuring that the hired premises are vacated promptly and quietly;
- b) ensuring that the hired premises are left in a safe and secure condition and in a clean and tidy state;

Failure to comply with these conditions may lead to additional charges:

- No nails, tacks, screws, or other like objects shall be driven into any part of the hired premises nor shall any placards, decorations or other articles be fixed thereto.
- No alterations or additions to any electrical installations either permanent or temporary on the hired premises may be made without the written consent of the Director of Finance and Operations. Electrical apparatus must be switched off after use and plugs removed from sockets.
- The hirer shall not permit or suffer any damage to be done to the hired premises or any furniture or equipment therein and shall make good to the satisfaction of the School and pay for any damage thereto (including accidental damage) caused by any act or neglect by himself, his agents or any person on the hired premises by reason of the use thereof by the hirer.

It is understood and agreed that the School does not, either expressly or by implication, warrant the premises to be fit or suitable for any sporting or recreational purpose for which the hirer intends to use them but rely entirely on the skill, knowledge and expertise of the hirer in choosing so to use them and require the hirer to discontinue that use immediately upon it becoming reasonably foreseeable that by reason of their condition a participant in or spectator to that sport or recreation or any other person is in danger of suffering injury, loss or damage.

Except insofar as the Unfair Contract Terms Act, 1977 (or any statutory modification or re-enactment of it) otherwise requires, the School will not be responsible or liable in any way whatsoever or to any person whatsoever (and whether or not there shall be any negligence by its servants or agents) in respect of:

- (a) any damage or loss of any property brought on to or left upon the hired premises either by the hirer or by any other person;
- (b) any loss or injury which may be incurred by or done by or happen to the hirer or any person resorting to the hired premises by reason of the use thereof by the hirer;
- (c) any loss to breakdown or machinery, failure of electrical supply, fire, flood or government restriction which may cause the hiring to be interrupted or cancelled;

The hirer shall be responsible for and shall indemnify the School against all claims, demands, actions and costs arising from the hirer's use of the hired premises or from any loss, damage or injury suffered by any person arising in any manner whatsoever out of the use of the hired premises by the hirer.

The School may, at its choosing, decide to request an upfront deposit to cover for any damages and claims. This deposit would be fully refundable at the end of the hire subject to all conditions above being met where applicable.

Insurance

The hirer's use of the hired premises is conditional on the hirer holding appropriate liability insurance. A copy of such insurance shall be provided to the School at the time of booking.

Licences

The hired premises shall not be used for the sale or supply of intoxicating liquor, or the holding of any public entertainment, theatrical performance, film exhibition, lottery or other similar function without the consent of the Director of Finance & Operations and Headteacher and such consent shall be subject to the hirer first obtaining the necessary licence or permission required under current legislation and producing this for the scrutiny of the Director of Finance and Operations if required. The hired premises shall not be used for any betting, gaming or gambling.

The hirer shall indemnify the School against any infringement of copyright which may occur during the hiring.

Equipment

Hirers will identify any equipment they require from the School and detail this in their application form; hirers must seek permission from the School to use any additional equipment once the form has been submitted. Additional charges may apply.

Furniture and fittings will not be removed or interfered with in any way, unless permission has been granted by the Site Manager or Director of Finance and Operations Headteacher. In the event permission has been granted, the Site Manager will oversee the move.

If a furniture move has been agreed, the hirer and Site Manager will negotiate restoring the premises back to its original state.

Any damage to equipment, furniture or the building will result in the hirer being charged the cost of any repairs or replacements.

Any seating provided is limited to the number of chairs on the premises.

Hirers are allowed to bring their own equipment on to the premises; however, they will be required to acknowledge this in their application forms.

The School cannot be considered responsible if any of the hirer's equipment is damaged, stolen or lost whilst being used on the premises.

CCTV systems will be used to monitor events and identify incidents taking place whilst the premises are in use.

Hirers will report any stolen or missing equipment to the Site Manager immediately.

Risk assessments for manual handling will be carried out by the Director of Finance and Operations and Site Manager.

Kitchen facilities and facilities for the preparation of refreshment are not included in the hiring unless prior consent for the use of such facilities has been given by the Director of Finance and Operations who will have consulted the Catering Manager to arrange for such use at all times to be supervised adequately.

Food and drink may be prepared on the premises; however, hirers must seek direct permission from the School.

The hirer will prepare food and drink in line with current food and hygiene regulations.

Hirers will be responsible for arranging any additional licences that are required to the nature of their activities, e.g. a music licence or licence to sell alcohol.

Hirers will not bring animals onto the premises without permission from the Director of Finance and Operations or Headteacher.

General

The right of entry to the hired premises at any time during the hiring is reserved for authorised officers and employees of the School and the head of the establishment.

The hirer and his agents shall during the hiring and during such other times as they or any of them shall be on the hired premises for the purpose of the hiring, comply with all reasonable requirements of the caretaker of the hired premises.

The hirer shall not sub-let the hired premises or any part thereof and in the event of this condition being breached or any threat thereof then the hiring will stand cancelled, the charges forfeited and the hirer and sub-hirer excluded from the hired premises.

Any notice or necessary action required in respect of this hiring may be undertaken by a representative of the School.

4. Applications

Potential hirers will contact the School at least two weeks before they wish to use the premises.

Prospective hirers can apply through a booking form (see Appendix 1) which should be submitted by emailing finance@thekings.devon.sch.uk. For regular hire, only one application form needs to be submitted; however, all the requested dates will be noted. Hirers will explain their desired use of the premises when completing their application form.

After receiving an application to use the School's premises, the Director of Finance and Operations will speak to either the Senior Leadership Team or the Board of Trustees about whether the premises are suitable for the hirer's needs.

If the application is rejected, the School will contact the applicant, either by telephone or email, to clarify the School's response and outline the reasons for rejection.

5. Fees

The signatory of the application shall be the hirer. Where a promoting organisation is named in the application, that organisation shall also be considered the hirer and shall be jointly and severally liable hereunder with the signatory.

Fees can be paid via bank transfer (preferred) or cheque.

The School requires to be paid in full within 5 days of such hiring being approved and no less than 7 days prior to the hire start date. If a booking is made less than 7 days prior to the hire start date, the fee will need to be paid in full at the time of the booking.

6. Cancellations

Hirers must give the School at least 7 days' notice if they wish to cancel their booking. If notice of such cancellation is received at least seven days prior to the date of the hiring the fee will be refunded or remitted to the hirer subject only to any necessary deduction or payment in respect of expense already incurred by the School in respect of that hiring.

If the School receives inadequate notice of cancellation, the School shall be entitled to retain or demand as the case may be to keep the whole fee paid in respect of such hire to account for any loss of earnings.

Bookings are taken subject to the premises not being subsequently required for statutory purposes. In the event of the premises being so required, the School will refund to the hirer all charges made by them and already paid by the hirer. The School shall not be liable to pay any compensation for any loss incurred by the hirer.

School staff, on behalf of the trust, reserve the right to refuse access to the premises hired if the whole fees have not been paid.

In the event any fees are outstanding after the hirer has used the premises, their organisation will be barred from using any facilities controlled by the School until they have paid the full amount.

The School reserves the right to take legal action should any outstanding fees remain unpaid for 30 days after hiring.

Should any equipment, including items that have not been requested, be damaged, lost or stolen whilst under the hirer's care, the School reserves the right to charge for repairing or replacing the equipment.

7. Health and safety

Risk assessments

The Site Manager and Director of Finance and Operations Headteacher will undertake relevant risk assessments for the suitability of the site before activities are carried out on the premises, to ensure the safety of the hirer and any additional visitors. Hirers will be required to conduct their own risk assessments for their activities.

Emergencies

In case of an emergency, all hirers must have access to at least one mobile telephone that can be used to call the emergency services, should the on-site telephones not be accessible.

First aid

The Site Manager will check first aid kits to ensure their stock levels remain high and, where necessary, restock the first aid kits with the relevant items. The Site Manager will show hirers where first aid kits are, should they be required. Hirers will be responsible for ensuring they have a trained first aider on site during the times they use the premises.

Fire safety

The hirer will familiarise themselves with the Fire Safety best practice before using the premises. The hirer will be shown the School's fire exits and evacuation points by the Site Manager prior to the first hire date.

No smoking is allowed on school premises.

8. Safeguarding

The School will ensure that appropriate arrangements are in place to keep children safe during the hiring out School premises and facilities. Organisations submitting a lettings request involving working with children and/or young people will submit a signed copy of their current Child Protection and Safeguarding Policy along with their application form. The School will liaise with the organisation on these matters where appropriate.

The School will ensure safeguarding requirements are included in any transfer of control agreement, as a condition of use and occupation of the premises. Failure to comply with this will lead to termination of the agreement.

All hirers must state the purpose of the hire. Each application, which involves working with children and/or young people, will be vetted by the DSL and any concerns will be reported to the Senior Leadership Team prior to approval.

When determining whether to approve an application; the Senior Leadership Team will consider the following factors:

- The type of activity
- Possible interferences with School activities
- The availability of facilities
- The availability of staff
- Health and safety considerations
- The School's duties with regard to the prevention of terrorism and radicalisation
- Whether the letting is deemed compatible with the ethos of the trust

An application will not be approved if it:

- Is aimed at promoting extremist views.
- Involves the dissemination of inappropriate materials.
- Contravenes the statutory Prevent duty.
- Is likely to cause offence to public taste and decency (except where this is, in the opinion of the trust, balanced or outweighed by freedom of expression of artistic merit).

The Headteacher will file an incident report form if they have reason to believe that the letting has been used for political purposes not previously authorised, the dissemination of inappropriate material or any other purpose that contravenes the Prevent duty.

Where an individual group is found to be promoting views in contravention of the School's Prevent duty, the person or group is guilty of an offence, under the Education Act 1996, the School will contact the police/School security who will remove the person or group from School premises.

All hirers will read and review the School's Safeguarding - Child Protection Policy which can be found on the school's website.

9. Using the site

The hirer will liaise with the Site Manager to ensure the School remains secure before, during and after use.

Hirers will be given an emergency contact number in case of any security breach or emergency.

The premises will not be available to hirers after 10:00pm, to avoid any noise complaints from neighbouring residents.

A member of the Site team will remain on site until 6:00pm to hand over control of the premises to the first hirer of the evening.

Keys or security codes will not be passed to any hirer or other person without written permission from the Senior Leadership Team.

The Site Manager will inspect the site after the last hirer leaves, to ensure the site is clean and secure ready for the same or next day.

The School uses a 'three strike rule' when handling complaints lodged against hirers; however, the School reserves the right to take more severe action depending on the nature of the complaint.

- Strike one – hirers will receive a verbal warning and a letter about their conduct on the property and be warned that repeated offences will result in their booking privileges being suspended. This letter will outline that any fines for the behaviour that the School is issued may be passed on to the hirer if there is sufficient evidence to do so.
- Strike two – the hirer will be barred from booking the School premises for any activity for an indefinite period (determined by the School). The School also expects the hirer to issue an apology to the School and complainant in writing.

If the School receives an allegation regarding an organisation or individual that has hired the School premises, the School will follow its usual safeguarding procedures and process for managing allegations, including informing the LA designated officer.

The use of public announcement systems and loudspeakers must be agreed with the Director of Finance and Operations Headteacher and Site Manager, this agreement must include a maximum noise level which is not to be exceeded.

The School's car park is available to hirers during their time on the premises; however, the School will not accept responsibility for any loss, damage or accident that may occur whilst the car park is in use.

Hirers will only use the car parking spaces allocated and, should any additional spaces be required, the Site Manager will find suitable spaces on the premises for additional parking.

In the event additional parking is required, the Site Manager will ensure the School premises remain accessible to the emergency services, should they be required.



Application for Hire of School Premises & Grounds

Details of Hirer

Name, Address & Contact Details of Organisation or Hirer

Name of Responsible Officer

I wish to hire the following facilities as detailed:		Time	
Room/Area	Date	From	To
Additional Requirements (may incur further charge):		No. of Tables	No. of Chairs

- I agree to the Terms and Conditions as per the School Lettings Policy

Signature of Hirer

Date

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Office Use	
Room Charge	<i>Authorised</i>
Equipment /Heating Charge	
Caretaking/Cleaning	<i>Caretaker Advised</i>
VAT @ 20%	<i>Invoice Issued</i>
TOTAL PAYABLE	<i>Payment Date</i>