Kemsing Primary School

Lettings Policy

Approved by:	Governing Body	**Date:** April 2026
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Lettings Policy

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1. Purpose

The Governing Body recognises that the school premises are a valuable community resource. Where use of the premises does not interfere with the school's primary purpose of providing education, facilities may be made available to external organisations.

Lettings aim to:

- Support community engagement
- Generate income to support the school's core educational work
- Maximise appropriate use of school facilities

All lettings will be managed in accordance with this policy and Kent County Council requirements for maintained schools.

2. Legal and Regulatory Framework

This policy operates in accordance with:

- Education Act 1996
- School Premises (England) Regulations 2012
- Health and Safety at Work etc. Act 1974
- Licensing Act 2003
- Equality Act 2010
- Keeping Children Safe in Education (current version)
- Kent County Council lettings and insurance requirements

The Governing Body retains overall responsibility for lettings.

3. Priority of Use

School and PTA activities always take priority over external lettings.

The school reserves the right to:

- Refuse a booking
- Cancel a letting where necessary for operational or safeguarding reasons
- Decline bookings that conflict with the school's values or legal duties (including political events)

Political party meetings or rallies will not be permitted.

Faith-based groups may hire facilities provided use complies with equality legislation and safeguarding requirements.

4. Safeguarding Requirements

Safeguarding is paramount.

Where hirers are providing activities involving children or vulnerable adults:

- Hirers must confirm they have appropriate safeguarding policies and procedures in place.
- Hirers are responsible for ensuring appropriate DBS checks for their staff/volunteers.
- The school does not assume safeguarding responsibility for activities delivered by external hirers.
- School areas not included in the letting must remain secured.

Hirers must not have unsupervised access to pupils attending the school.

5. Booking Procedures

- All bookings must be made through the school's authorised representative.
- A Letting Agreement must be signed prior to use.
- Bookings are normally not confirmed more than 4 months in advance.
- Payment terms will be confirmed in writing.

The school maintains a central electronic lettings diary.

6. Insurance Requirements

Hirers must provide evidence of Public Liability Insurance with a minimum cover level of **£5 million**.

Where non-commercial hirers are unable to provide adequate cover, insurance may be arranged via the Kent County Council Hirers' Liability Scheme, and the appropriate contribution added to the hire charge.

Proof of insurance must be provided before access is granted.

7. Charges and Payment

Charges are reviewed annually by the Governing Body.

- Single lettings: payment in advance.
- Block bookings: invoiced in accordance with agreed schedule.
- Invoices payable within 21 days unless otherwise agreed.

Debt Recovery Procedure

If payment is not received:

1. Reminder issued at 14 days overdue.
2. Final reminder issued at 28 days overdue.
3. Suspension of future bookings if unpaid after 42 days.
4. Recovery action pursued in line with KCC financial procedures if required.

The school reserves the right to require advance payment where previous late payment has occurred.

Charges are calculated on a full cost-recovery basis and may include:

- Staffing costs
- Utilities
- Cleaning
- Wear and tear
- Insurance contributions (where applicable)

VAT Treatment

VAT will be applied in accordance with HMRC guidance for maintained schools.

- Regular block bookings of the same space (10 or more sessions) may qualify for VAT exemption where conditions are met.
- One-off or irregular bookings may be subject to VAT where applicable.

The school will determine VAT status at the point of agreement.

A separate Schedule of Charges is maintained and reviewed annually.

8. Conditions of Hire

The following conditions apply to all lettings:

- No smoking or vaping on site.
- No nuts or nut-related products to be brought onto site.
- No dogs (except assistance dogs).
- No alcohol without prior written consent and appropriate licensing documentation (Temporary Event Notice or Premises Licence as required under the Licensing Act 2003).
- No sub-letting of facilities or transfer of booking to another organisation.
- Access limited strictly to agreed areas only.
- Hirers must ensure adequate supervision ratios appropriate to the activity.
- Areas must be left clean, secure and in the condition found.

Protect Duty and Public Safety

Hirers must ensure that events are conducted in a manner that does not pose a risk to public safety. The school reserves the right to refuse or terminate bookings where activities present reputational, safety or legal concerns, including those that may conflict with Prevent duty principles or emerging Protect Duty requirements.

If the swimming pool is hired:

- Use is restricted to the operational season (April–October).
- A suitably qualified lifeguard must be present at all times unless otherwise agreed in writing.
- Hirers must provide evidence of appropriate pool operating procedures.

The school reserves the right to charge for damage, additional cleaning or breach of conditions.

9. Health and Safety

Hirers are responsible for:

- Completing their own risk assessments.
- Managing attendees safely.
- Ensuring fire evacuation procedures are followed.

Emergency procedures will be provided to hirers at the point of booking.

10. Cancellation

- Cancellations by hirers must be made at least 7 days in advance.
- Failure to cancel within this period may incur up to 50% of the hire charge.
- The school reserves the right to cancel bookings where necessary.

11. Data Protection and CCTV

Personal data relating to lettings will be processed in accordance with the school's Data Protection Policy.

CCTV operates on site for security purposes.

12. Monitoring and Review

The Governing Body will review:

- Income generated
- Costs incurred
- Compliance with safeguarding and health and safety

This policy will be reviewed annually.