



WEALD

COMMUNITY
PRIMARY SCHOOL
1892

Lettings Policy (including Conditions of Hire)

Date written: November 2025

Date agreed and ratified by Governing Body: November 2025

Date of next review: November 2026

Key Principles

1. Weald Community Primary School will have access to all buildings and grounds whenever required and will have priority over all hire arrangements.
2. Individuals, clubs, societies and charities may hire the facilities subject to approval of the Headteacher.
3. The School PTA, governors, staff, parents of pupils at the school, Weald village clubs, societies and charities will have priority over equivalent organisations from elsewhere.
4. Commercial organisations may, exceptionally, be authorised to hire the hall.
5. The premises will be available for hire up to 8.00 p.m. only by special arrangement.
6. The premises will not be available for public performance.

Bookings

MUGA (Multi-Use Games Area)

Bookings are made through the school office and more details found on the school website: www.weald.kent.sch.uk. See table below for charges.

Refunds for cancellations are **not** possible.

Hourly charges for hiring the MUGA*

Tennis Court	Netball Court	Whole Pitch
£8.00	£16.00	£27.00

*PTA events for the school are exempt from paying charges.

School Hall

A letting must be agreed in advance and confirmed in writing by both the hirer and the authorised representative of the school (the Headteacher). The agreement will include the fee and any other charges payable. A letting will only be confirmed after the school has received a fully completed Request for Hire form (Form 1 attached) and is satisfied that all conditions of the letting will be met. This will be evidenced by the return of the application form signed by the school. Failure to comply with these conditions may result in hire agreements being cancelled immediately by the headteacher.

A completed and signed '**REQUEST FOR HIRE**' form (see Appendix Form 1 on page 8) together with the appropriate **hire charge and documentation** should normally be submitted to the Headteacher for approval at least a week before the required date for hire.

Cheques are to be made payable to "Weald Community Primary School".

Charges for Hiring the School Hall*

Individuals, clubs, societies & charities associated with Weald CPS	£10.00 per hour
Day rate = 4 hours +	£30.00
Other non-profit making clubs, societies and charities	£17.00 per hour or part
Day rate = 4 hours +	£60.00

Commercial organisations	£32.00 per hour or part
Day rate = 4 hours +	£110.00

*PTA events for the school are exempt from paying charges.

The scale of charges is reviewed annually. Published charges are exclusive of VAT.

VAT

Standard rated VAT is payable on all facilities lettings, 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. Full details of VAT regulations are available from the HMRC website, in the 'Internal Guidance Manual for Land and Property' section 18.

Payment

Regular bookings will be billed monthly in arrears; invoices must be paid within one calendar month.

For other bookings, payment must be made at least 14 days prior to the date of the hire.

In the event of payment not being received, the letting and /or any future bookings may be cancelled.

Cheques must be made payable to '**Weald Community Primary School**'.

Cancellations

Cancellation by the hirer may result in a cancellation fee being applied dependent on whether school is able to re-let the facility.

Please note that a refund for a cancellation in a series of bookings may break the series and result in VAT becoming chargeable on all of the lettings.

The hirer recognises that the school's use of the premises takes priority and that there may be occasions when arrangements have to be changed. Additionally, essential maintenance works can only take place during school holidays and these may lead to premises being unavailable at certain times. The school will give as much notice as possible when these affect lettings.

Although extremely unlikely, the school reserves the right to cancel or amend any letting without giving any reason. Under these circumstances pre-paid fees will be returned. However, the school will not be responsible/liable for any additional expenses incurred by the hirer.

Subletting

The sub-letting of any school facilities by a hirer is prohibited.

Insurance

The school shall not be responsible/liable for the death of, or injury to, any person connected in any way with the letting.

The hirers are required to have suitable insurance cover (currently a minimum of £5 million for each and every claim for public liability) 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. Proof of insurance must be produced before the letting is contracted.

1. The Parent Teacher Association is fully covered by KCC at no additional cost.
2. Commercial organisations cannot be covered under the KCC Hirers' Liability Policy and must provide evidence, from their insurers or insurance brokers acceptable to the School Governors, confirming that they have a current Public Liability Insurance Policy with a reputable company, in respect of claims which may be made against them by a third party for accidental injury including accidental death or accidental loss of, or damage to property (including damage to the school premises) arising out of, or in consequence of, the letting. This policy must have a minimum indemnity limit of £5 million for each and every claim.
3. Cover will be provided through KCC Hirers' Liability Policy for non-commercial organisations (clubs, societies and charities) that cannot produce evidence that they already have cover acceptable to the School Governors. The insurance premium and Insurance Premium Tax of 3.15% of the basic hire charge is included in the total hourly charge listed above for this category of hirer. The hirer will be responsible for the first £350 of each and every property damage claim.
4. All hirers must arrange their own insurance to cover loss of or damage to their own equipment brought on to the school premises.

NB. A commercial hirer would be regarded as a person / organisation that may make a personal financial gain or business profit from the hire. Non-commercial hirers would be regarded as social clubs/associations and registered charities carrying out fund raising activities, Scouts, Guides, private parties.

Health and Safety

The Health and Safety at work, etc Act, 1974 (as amended) imposes duties, not only on employers in respect of their employees, but also on persons having control over places of work, or places where plant or substances are used, and on anyone, who by virtue of a contract, has an obligation in relation to such a place. The duties are to ensure as far as is reasonably practicable, that the facilities and means of access are safe and without risk to health. Hirers must comply with the school's Health and Safety policy, a copy of which is available on the school's website at www.weald.kent.sch.uk. At the point of booking, the hirer must detail how many attendees, including all participants, spectators and associated staff, they are expecting to attend. At no point should the numbers attending a letting exceed the permitted capacity limit for the individual space being hired, as detailed in the **Agreement for Hire** (Forms 2 and 3 on pages 9 and 10), which will be sent to you by the school, following the receipt of your Request for Hire form.

First aid

It is advised that the hirer has a trained First Aider on site for the duration of the letting. Full supervision by a responsible adult must be undertaken whilst any school area is being used.

Fire

The hirer/s 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, how to use them and how to obtain assistance from the emergency services and the location of fire exits.

The hirer is responsible for ensuring that all corridors and fire escapes are clear and free from obstruction during the period of hire.

No highly flammable substances, materials of dangerous equipment shall be brought on to or used on the premises.

Vehicles may not be parked on school premises where they may inhibit access for: emergency service vehicles and/or equipment.

Child Protection

It is the responsibility of clubs / organisations / businesses using the school's facilities and supervising children that all appropriate Child Protection clearances have been obtained.

It is the hirer's sole responsibility to control entry of all visitors at the external entrance, to ensure that only those people known to them are allowed access to school premises and only to the designated areas that have been booked. 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.

Risk Assessment

A risk assessment may need to be completed by the hirer. The headteacher will consider the risks and proposed controls and must be satisfied that the activity does not present an unacceptable level of risk.

Representatives of the school shall, at all times, have free access to the facilities for the purpose of inspection. School staff on duty during any letting have authority, delegated by the governors, to implement these conditions of letting, together with any special conditions that may have been agreed in writing with the hirer. They are only authorised to approve use of facilities that are part of the agreement, which has been made in writing in advance. Only those areas booked in advance will be available to the hirer. Should additional facilities be required on the day, the hirer will be required to sign a new agreement for the additional facility.

Although school staff may monitor the facilities, neither they nor the school governors shall be responsible in any way for property or belongings of attendees, who are on site for the letting.

Nature of activity.

1. The premises shall not be used for any purpose other than that for which agreement has been granted, nor shall any area, or furniture/equipment be used, unless with the specific and express written agreement of the Headteacher.
2. The hall is not licensed; therefore alcoholic drinks shall not be sold or supplied on school premises without the express written consent of the Headteacher and, under the Licensing Act 2003, the obtaining by the hirer of a Temporary Events Licence (TENs) from Sevenoaks District Council and the local police. Alcoholic drinks may not be brought onto the school premises while the school is in session and children are present.
3. No public performance of a play, cinematography exhibition, public dancing, singing, music or other public entertainment of the like shall be performed on the premises, unless any necessary licence for the same shall first have been obtained from the appropriate authority and all necessary measures taken to fulfil the conditions of the licence. It may be that KCC blanket PRS (Performing Rights Society) or PPL (Phonographic Performance Ltd) Licences will cover some situations, but this aspect must be cleared in advance with the school. Temporary event notices (TENs) are required not only for any sale / supply of alcohol, but also for regulated entertainment (eg live and recorded music and performance of dance)

and late night refreshments. Acceptable evidence of advance permission for their performance must be provided to the Headteacher.

4. No smoking is permitted on the premises in accordance with legislation.
5. Hiring of the catering facilities can be agreed by the school in consultation with the school's catering company. Private arrangements between the hirer and the catering company are prohibited. All catering arrangements must be dealt with through the school.
6. No landlord and tenant relationship shall be created

Preparation for use

The period of hire includes any set up and dismantling time. For the avoidance of doubt, a hire from 4 pm – 6 pm allows for the hirer to access the hired area at 4pm and to have vacated by 6pm. If additional set up or dismantling time is required by the hirer, it should be requested at the time of booking. All hirers must remain outside the booked area, until it has been vacated by the previous session's hirer if any.

Except by express written agreement of the Headteacher the hirer may not store equipment or materials in the hall nor bring it into the hall outside of times agreed with the Headteacher, on days when the school is in session.

Duty of care by the hirer

1. The user shall not cause or permit any nuisance or disturbance to other users of the school or to occupiers of neighbouring properties.
2. The hirer shall also be responsible for the behaviour and conduct of all people who come onto school premises for their letting. Low noise levels should be enforced and parking which inconveniences neighbours avoided.
3. The chewing of gum is not permitted anywhere on the school premises.
4. No animals other than guide dogs are allowed on the school site.
5. Damage or loss of any kind sustained to the premises, fixtures and/or fittings, furniture and/or other chattels therein arising out of or in connection with the use of the school shall be made good at the expense of the hirer within one month by the school or, by agreement, by the hirer to the satisfaction of the School..
6. The use of materials for preparing floors for dances and the wearing of shoes likely to damage floors is prohibited.
7. The hirer may only use school furniture / equipment located in the hired area.
8. School stage lighting, audio and visual equipment may only be used with the written permission of the Headteacher.
9. If permission is given for use of the kitchen:
 - food stocks, crockery and cutlery are not available to hirers
 - no equipment shall be removed from the kitchen.
 - KCC regulations must be observed

Completion of the letting

1. On completion of the letting a check must be carried out that all windows and external doors have been shut and secured, and that all visitors have left the premises.
2. Except by express written agreement of the Headteacher, the hirer may not store equipment or materials in the hall and all such equipment or materials must be removed at the conclusion of the hire.
3. All rubbish, empty containers, bottles, crates, etc must be removed from the premises by the user immediately after the hiring has taken place and before the caretaker or other authorised person locks up.

4. School furniture and equipment is to be left as found unless other arrangements have been specifically and expressly agreed with the Headteacher.
5. The hirer shall be responsible for leaving any facility hired by them in a clean and tidy state ready for school use. Should the facility not be left in this state, the school reserves the right to bring in cleaning staff and charge their costs to the hirer.
6. The charge for a letting payable by the hirer may include an amount to cover payment for standard opening and closing caretaker duties; this may include additional duties if agreed prior to letting. The hirer is expected to adhere strictly to the agreed times, or, subject to the caretaker being available, be prepared to pay additional overtime.

Parking

Vehicles may not be parked on school premises, including the playing fields, nor where they may inhibit access for emergency service vehicles and/or equipment.

The hirer will be permitted to use official parking area on the school site during the period of the letting. However, onsite parking space is limited and therefore cannot be guaranteed. There are areas of the school where parking is not permitted for safety and other reasons; these areas are clearly defined and must not be used.

Vehicles must not be left on the school site outside the period of the letting.

Consideration of separating vehicles and pedestrians on site should be considered where the activity poses additional risk.

Parking on the roadway, where zigzag lines are displayed, is not permitted at specified hours.

Control of parking is the responsibility of the hirer. No responsibility can be taken by the school for any damage to vehicles sustained whilst in the school grounds.

Complaints

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

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

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

FORM 1: REQUEST FOR HIRE FORM (for use of School Premises/Site)

To Request the Use of:			
..... School			
<i>This form to be completed by the applicant and submitted to the Headteacher</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 (applicant)		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	

FORM 2

AGREEMENT FOR HIRE LETTER

Date: xxx

To: Full Name and Address of potential hirer

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 Hire" as on the school website. 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

FORM 3: AGREEMENT FOR HIRE FORM

From Headteacher: HIR	
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)
Headteacher'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: Headteacher HIR	
..... School	
<i>I am satisfied with the details shown above and in the letter and confirm that we accept the <u>Conditions of Use</u>. We have the appropriate insurance cover / require KCC Insurance cover</i> (delete as appropriate)	
Name:	
Organisation:	
Address:	
Risk Assessment: (if required)	Attached / Not required (delete as appropriate)
Signature:	Date: