



Speldhurst CE (Voluntary Aided) Primary School

Pricing and Charging Policy for Use of School Facilities and Control of Income from Lettings

Agreed by FGB: June 2026

Date of Review: June 2027

Growing into all God Wants Us to be

Everyone in our school community is on an accompanied voyage of growth and discovery. God lights the path ahead of us, guiding us on our journey. “This encourages us to be part of better things and know that God is supporting us every step of the way”. Amelie Y5

Pricing and Charging Policy for Use of School Facilities and Control of Income from Lettings

1. Introduction

- 1.1 For avoidance of doubt and with true consideration to the Christian Vision and Values which are central to all aspects of both education and management at the school, lettings should only be made to groups and/or commercial organisations which are in keeping with the Christian Vision and Values of the school and where there is no actual or potential risk of conflict of interest or actual or potential risk to the reputation of the school.
- 1.2 Speldhurst CEP ensures that there is an adequate charging policy for lettings and that income due is identified, collected and accurately recorded and controlled.

2. Key Controls and Procedures

- 2.1 A standard hire agreement form must be used (see Appendix A), which should be pre-numbered for control purposes.
- 2.2 Guidelines for rates of charges are set and reviewed annually by the Resources Committee (see Appendix B). When setting charges, consideration is given to ensuring that caretaking and other costs are included. Lower rates can be levied for groups with close links with the school with the approval of the Headteacher.
- 2.3 Providers of extended services such as Breakfast Club, AliKats and any other organisation providing such services will be required to adhere to these Controls and Procedures. Hire rates will be at the discretion of the Headteacher and any issues that arise will be for the FGB to determine.
- 2.3 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.
- 2.4 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.
- 2.5 The school's Public Liability policy provides legal liability cover in the event of injury, loss or damage to a third party or their property resulting from a negligent act, error or omission on the part of the school and its staff whilst undertaking school business activities.

However, the school's liability policies do not extend to third parties. Third parties and those not employed by the school would require their own Public Liability. KCC recommends this cover should be for a minimum indemnity of £5m each and every claim.

- 2.6 Hire agreement forms should be authorised by the Headteacher. Forms should be filed sequentially.

- 2.7 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.
- 2.7 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.
- 2.8 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.
- 2.9 VAT should be correctly charged on appropriate lettings of sports facilities. (Consult the Authority's VAT specialist's guidance notes on this subject).
- 2.10 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.
- 2.11 Pre-numbered receipts should be issued for all lettings income received, and receipt numbers should be recorded on the relevant invoices.
- 2.12 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'.
- 2.13 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.

3.0 Conditions of Letting (this section to be given to the requester with an application form, Appendix A)

Use of school premises for letting must be agreed in advance and confirmed in writing by both the user and Headteacher. The agreement will include the fee, appropriate VAT and any other charges payable. It must be recognised that school use of premises takes priority and there may be occasions when arrangements have to be changed (where possible these will be advised at the time agreement is reached). Formal confirmation of pre-scheduled 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.

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 connections with use of the school shall be made good 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 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.

The charge for a letting payable by the user includes an amount to cover payment for standard opening closing caretaking duties. The user is expected to adhere strictly to the agreed times, or subject to a caretaker being available, be prepared to pay additional overtime. If additional work such as moving furniture to or from a specific room/area or a specific layout, or the setting up of equipment is required, whether foreseen or not at the time of booking, the user will be required to meet the extra costs which will incur VAT on the whole charge.

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 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, nor 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 of fire exits.

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 substance 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, the means of access to and egress from, are safe and without risk to health. (A copy of the school health and safety policy is available on request and users must comply with these).

If agreement is given for the use of the school kitchen facilities, 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 caretaker locks up. Furniture and equipment is to be left as found unless other arrangements have been agreed with the bursar or caretaker.

The use of materials for preparing floors for dances and the wearing of shoes likely to damage floors, 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 cases an extra fee may be payable. No landlord or tenant relationship shall be created.

No public performance of a play, nor any cinematography exhibition, nor any public dancing, singing, music or other public entertainment of the like shall be performed in or close to 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 license. It may be that a School Public Performance License will cover the situation but this aspect must be cleared in advance. No films shall be used on the premises.

To meet the requirements of the Copyright Designs and Patents Act 1988, any musical performances on the premises are to be notified to the Performing Rights Society Ltd. Where ballet, opera or choral works are to be performed advance permission must first be obtained from the Performing Rights Society Ltd.

The user must have written permission from the Headteacher (or Chair of Governors in the absence of the Headteacher) before arranging for alcoholic drinks to be consumed on the premises. They are responsible for obtaining an appropriate 'Occasional Permission Licence' from the clerk to the local magistrate's court if intoxicating liquor is to be sold during the letting. Alcoholic drink may not be brought on to the premises while pupils are present and are to be cleared from the premises by the time the event ends.

Vehicles should not be allowed on the playing fields or courts and no parking which restricts the caretakers' or emergency services access will be permitted. 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.

APPENDIX A APPLICATION FORM (for use of School Premises/Site)

To Request the Use of: Speldhurst CEP School <i>This form to be completed by the applicant and submitted to the Headteacher</i>			Reference Number	
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 Form & Conditions of Use sent together	
Risk Assessment acceptable / Not required	
Insurance Seen	
Hire Agreement Form signed & returned	
Invoice(s) Issued	
Invoice Number(s)	
Payment(s) Received	

APPENDIX B

Speldhurst CEP School
Charges per hour

<u>Non-Profit or Village Residents</u>	
Hall	£22
Library	£16
Arts Space	£18
Field	£16
Car Park	£19
<u>Commercial or Non-Village Hirers</u>	
Hall	£28
Library	£20
Arts Space	£22
Field	£20
Car Park	£24
<u>Peripatetic Music Teachers</u>	
7 pupils or less	£8 per half term, charged termly i.e £16
8 pupils or more	£16 per half term, charged termly i.e £32
If lessons are delivered over multiple days, these fees are charged for each teaching day i.e multiplied by two if delivered over two days	

Notes

- All charges may require VAT to be added on where applicable.
- Hirers must provide their own insurance – proof will be required at time of hiring.
- Charges will be made for any undue wear and tear and cleaning once the post letting check is completed.