

# Elham Church of England Primary School

Creating lifelong learners guided by God's teaching.



## Lettings Policy

February 2026

### Our School Vision

At Elham, we believe that every child is a unique gift from God, with their own potential to flourish and grow. Guided by Christian faith and love, our school is a nurturing community where all are welcomed, valued, and inspired to aim high, act with compassion, and live with integrity. We instill a deep sense of **faith**, hope, and purpose, encouraging our pupils to act with **empathy** and serve others with love.

We are committed to **achievement for all**, ensuring that every child—regardless of background or starting point—is supported and challenged to thrive. We are guided by a belief in encouraging children to dream boldly and persevere with purpose. Learning is our purpose and commitment.

We are a **community**, deeply rooted in our rural location and influenced strongly by our local parish. We are here for our children and their families, and we recognise the central role we play as a part of our village.

We celebrate ambition and through a rich and inclusive curriculum, we help our children grow into confident, kind, and thoughtful individuals who make a positive difference in the world.

## Our Narrative

### New Living Translation John 6:5-14 Jesus Feeds the Five Thousand

5 Jesus soon saw a huge crowd of people coming to look for him. Turning to Philip, he asked, "Where can we buy bread to feed all these people?" 6 He was testing Philip, for he already knew what he was going to do.

7 Philip replied, "Even if we worked for months, we wouldn't have enough money<sup>[a]</sup> to feed them!" 8 Then Andrew, Simon Peter's brother, spoke up. 9 "There's a young boy here with five barley loaves and two fish. But what good is that with this huge crowd?"

10 "Tell everyone to sit down," Jesus said. So they all sat down on the grassy slopes. (The men alone numbered about 5,000.) 11 Then Jesus took the loaves, gave thanks to God, and distributed them to the

people. Afterwards he did the same with the fish. And they all ate as much as they wanted. 12 After everyone was full, Jesus told his disciples, "Now gather the leftovers, so that nothing is wasted." 13 So they picked up

the pieces and filled twelve baskets with scraps left by the people who had eaten from the five barley loaves. 14 When the people saw him<sup>[a]</sup> do this miraculous sign, they exclaimed, "Surely, he is the Prophet we have been expecting!"<sup>[a]</sup>

## **Elham Church of England Primary School**

Elham Church of England Primary School is a Church of England Voluntary Aided Primary School catering for children between the ages of 4 and 11 years. The school prides itself on being a church school with four guiding values: faith, achievement, community and empathy. Elham aims to be a school at the centre of its community, where children are proud to attend. An example of outstanding Christian education, rooted in faith, love and empathy.

### **Intent**

The purpose of the Site Lettings Policy is to ensure that, when being hired by an external party, the school site or such part as is being hired and members of the school community are protected. The rights and responsibilities of the school and the individual hiring the space or site are set out in the following conditions. Any issues arising will be dealt with in keeping with the below, prioritising the best interests of Elham Church of England Primary School. A copy of this must be read and signed by all who hire the school or part thereof. This will be held within the school office until the termination of any hiring, at which point the document will be kept for another 12 months before being destroyed.

### **Interpretation**

The School: Elham Church of England Primary School represented for the purposes of this Lettings Policy by its governing body and/or Headteacher

The Premises: the land and buildings on and from which the School operates

The Site: that part of the Premises being hired by the Hirer

Event: the activities to be carried on by the Hirer on the Site

Fee: the amount agreed to be paid by the Hirer for the Event

Permitted Use: the use by the Hirer of the Site for the purposes of the Event

Permitted Access: such parts of the Premises, not being the Site, as are agreed to be accessible by the Hirer, its representatives and the persons using the Site for the Event

Letting Agreement: the agreement to be signed by the School and Hirer recording the Fee and other terms on which the Site is hired by the Hirer and expressed to incorporate the terms and conditions of this Lettings Policy a copy of which shall be signed by the parties at the same time as the Letting Agreement

## **Conditions Of Use For A Letting At Elham Church of England Primary School**

### **1. Permitted Use**

The Permitted Use shall be as stated in the Letting Agreement. The agreement will include the Fee, appropriate VAT and any other charges payable. It must be recognised that school use of the Premises including the Site takes priority and that there may be occasions when arrangements have to be changed (where possible these will be advised at the time agreement is reached).

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 Premises not included in the letting agreement be used without express permission; in such cases an extra fee may be payable.

### **2. Cancellation and Exclusion of Liability**

The School shall be entitled to terminate the Hiring Agreement at any time on written notice (including by email) if the Fee and/or any other costs and charges due under the Hiring Agreement are not paid on their due date or if the Hirer is in material or persistent breach of this Lettings Policy and/or the Hiring Agreement.

The School and the Local Authority will not accept any responsibility for any loss, or other expenses however incurred by the Hirer, in the event of a cancellation by the School of the letting as a result of circumstances beyond its control (including, without prejudice to the generality of the same, industrial action by its employees, or others, oil

shortage, failure of electricity/gas supply). The decision of the School, or the Local Authority, as to whether a letting should be cancelled shall be binding on the Hirer. If the Hirer 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 the total fees due. If less than five days' notice is given the School shall be entitled to charge. When regular weekly/monthly bookings have been made, cancellation will result in a negotiated fee according to the opportunities available for reletting the facility.

There is no exclusion of liability for death or personal injury caused by the negligence of either party.

### **3. Storage Ancillary to the Hiring**

The permission of the Headteacher must be obtained before goods or equipment are left or stored on any part of the Premises.

### **4. Status of the Hirer**

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background.

The Hiring Agreement is personal to the Hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the Premises to the Hirer or of creating any tenancy between the School and the Hirer. No landlord and tenant relationship shall be created.

The Hirer shall be personally responsible for payment of all fees or other sums due in respect of the letting.

### **5. Statutory requirements**

The Hirer must not do or permit any act, matter or thing which would, or might, constitute an illegal or immoral activity affecting the School and/or the Premises or which would, or might, vitiate in whole or in part any insurance effected in respect of the Premises from time to time.

### **6. Licences and permissions**

Under The Licensing Act 2003 the Hirer is responsible for Temporary Event Notices (TENs) to the city council and local police. Alcoholic drink may not be brought onto the premises while students are present and is to be cleared from the premises when the event ends.

No public performance of a play, cinematography exhibition, 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 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 (e.g. live and recorded music and performance of dance) and late-night refreshments.

## **6. Betting, Gaming and Lotteries**

Nothing shall be done on, or in relation to, the Premises in contravention of the law relating to betting, gaming and lotteries, and the persons or organisations responsible for functions held in the Premises shall ensure that the requirements of the relevant legislation are strictly observed.

## **7. Public 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 is reasonably practicable that the facilities and means of access are safe and without risk to health. The Hirer must comply with the school health and safety policy, a copy of which is available on request.

Nothing shall be done which will endanger the users of the Premises, or invalidate the policies of insurance relating to it and its contents. In particular:

- a) Obstructions must not be placed in gangways /exits, nor in front of emergency exits, which must be available for free public access and exit at all times;
- b) The emergency lighting supply must be turned on during the whole time the Site is being used , and must illuminate all exit signs and routes in the Premises;
- c) Fire-fighting apparatus shall be kept in its proper place and only used for its intended purpose;
- d) The Fire Brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Site Manager;
- e) The Hirer is responsible for familiarising his/herself with the procedure for evacuation of the Premises, the escape routes, assembly points, and shall be familiar with the fire-fighting equipment available;
- f) Performances involving danger to the public shall not be permitted;

g) Highly flammable substances shall not be brought into, or used, in any part of the premises. No internal decorations of a combustible nature (e.g. polystyrene, cotton, hay, etc.) shall be undertaken or erected without the consent of the School;

h) No unauthorised heating appliances shall be used on the premises;

i) All electrical equipment brought into the building shall be subject to regular PAT testing and certification provided in evidence. The intention to use any electrical equipment must be notified on the hire application form. The School disclaims all responsibility for all claims and costs arising out of or in any way relating to such equipment.

j) Adequate supervision must be provided to maintain order and good conduct, and, where applicable, the Hirer must adhere to the correct adult/pupil ratios at all times when these are specified for particular activities.

It is the Hirer's sole responsibility to control entry of visitors and to ensure that only those people known to them are allowed access to Premises. 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. 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 Hirer accepts responsibility for being aware of the appropriate action to be taken in the event of fire or other emergency and knowing where extinguishers are located and how to use them, how to obtain assistance from the emergency services and the location of fire exits.

## **8. Insurance**

The Hirer shall make arrangements for suitable insurance cover (currently a minimum of £5m for each and every claim for 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.

However, if non-commercial users are unable to provide appropriate insurance cover, cover must be arranged through the KCC Hirers Liability Policy, for which a contribution towards the cost of the KCC Hirers' Liability Policy equal to 3.15% of the total hire charge will be levied in addition to the hire charge itself. The Hirer will be responsible for the first £350 of each and every property damage claim.

## **9. Safeguarding**

Any prospective Hirer submitting a letting request for an activity or event involving children and/or young people under 18 years of age must be able to provide to the School a signed copy of their current child protection policy, which must be compliant with current legislation. Where appropriate, the Hirer warrants that it has obtained all

relevant Disclosure and Barring Service ('DBS') checks for individuals connected with the activity to be carried out by the Hirer before the start of the hire period.

## **10. Furniture and Fittings**

Furniture or fittings shall not be removed or interfered with in any way. Nor shall they be rearranged except by prior agreement and will be subject to reinstatement at the end of each session of use. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the fabric of any part of the Premises are permitted. The use of materials for preparing floors for dances and the wearing of shoes likely to damage floors, especially in the hall, is prohibited.

## **11. Damage or loss**

The hHirer must inform the School of any fault, damage or other problems with the premise or equipment encountered during the hiring.

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 use of the Site shall be made good at the expense of the Hirer within one month by the School or, by agreement, by the Hirer and to the satisfaction of the School.

## **12. Own Risk**

It is the Hirer's responsibility to ensure that all those attending an Event are made aware of the fact that they do so in all respects at their own risk.

## **13. First Aid Facilities**

It is the responsibility of the Hirer to make their own first aid arrangements, such as the provision of a first aid kit, and the provision of first aid training for supervising personnel, particularly in the case of sports lettings. There is no legal requirement for the School to provide first aid facilities, and School resources are not available.

## **14. Smoking**

The whole of the Premises, which includes the grounds, is a non-smoking area, and smoking is not permitted.

## **15. Dogs**

Except in the case of trained guide-dogs for the blind and hearing dogs for the deaf, animals shall not be permitted on the Premises.

## **16. Nuisance/Disturbance**

The Hirer shall not cause or permit any nuisance or disturbance to other occupiers or users at the school or to occupiers of neighbouring properties.

## **17. Waste disposal**

The Hirer must comply with the School's arrangements for disposal of any rubbish or waste materials.

## **18. Vehicles**

Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the Premises. **In particular the Hirer must ensure that access to the Premises by emergency vehicles is not obstructed or delayed.** 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 Premises.

## **19. Loss of Property**

The School cannot accept responsibility for damage to, or the loss or theft of, Hirer's property and effects.

## **20. Right of Access**

The School reserves the right of access to the Premises during the hiring for emergency or monitoring purposes. (The Headteacher or members of the School's governing body from the finance committee may monitor activities from time to time.)

## **21. Vacation of Premises**

The Hirer shall ensure that the Premises are vacated promptly at the end of the hiring session. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult.

## **22. Complaints**

Any complaints arising from a hiring agreement will be dealt with using the School's complaints procedure, a copy of which is available from the School Office, or the Hirer's own complaints policy, depending on the nature of the complaint. It will be at the School's discretion which complaints procedure is followed.

**This Lettings Policy was approved by the Governing Body on:**

**Ed Robbins ..... Date .....**  
**(Chair of Governors)**

**Joseph Magliocco ..... Date .....**  
**(Headteacher)**

**This LETTINGS Policy will be reviewed by the Full Governing Body on an annual basis**

**This Lettings Policy was agreed by the Hirer and the Headteacher and is acknowledged as binding in relation to any Hiring Agreement between the School and the Hirer by the signatures below:**

**Hirer ..... Date .....**

**Name: ..... Date .....**

**Joseph Magliocco ..... Date .....**  
**(Headteacher)**