5. Lettings Policy

Date – October 2021

Proposed Date of Future Review - October 2022

Lea Endowed Church of England Primary School

LETTINGS POLICY

1. The Governing Body actively encourages community use of the school buildings. However, it reserves the right to refuse any lettings it may choose.

2. The hirers must be willing to meet with school officials and provide details of their aims and objectives.

3. **The Governing Body will ensure that the school budget does not subsidise non-school activities and that all costs are recovered. The Governing Body will review charges annually.**

4. Each hirer using the school will be required to nominate a contact person. Such a person is deemed to be in charge and able to investigate any difficulties which may arise.

5. The Governing Body will determine if a nominated person from school is required on site when the premises are being used. If not, a responsible person, from within the organisation, previously agreed with the school must be on call.

6 A Letting Application/Indemnity Form must be completed by **ALL** applicants. A signed copy of the application form, if approved by the school, will be returned to the hirer. For long-term lettings application forms will be reviewed on an annual basis.

7. No lettings will be approved giving the user exclusive possession. (note: this is a legal requirement, not to be confused with a sole letting)

8. Hiring Conditions must be adhered to at all times (copy attached).

9. **Any hirer that uses the school must be adequately insured (with a minimum of £5m public liability insurance) and insurance documents must be attached to the application.**

10. Arrangements for the payment of each letting will be made in advance with the hirer concerned.

11. Smoking is not allowed on the premises in line with school's No Smoking Policy.

12. Alcoholic Drinks are not allowed on the premises.

13. In the event of the school needing to cancel an agreed letting, the school /governors will not be liable for any claim for compensation (financial or otherwise) other than the return of any deposit money received.

14. Cancellations

a) By the Hirer

Cancellations should be made in writing at least 48 hours before the proposed letting; otherwise the Hirer will still be liable for the standard charges. In the event of a cancellation being made at the appropriate time, the school will credit the Hirer for a free booking the following term, if applicable, or refund the fee if no further bookings are required.

b) By the School

If the school finds it necessary to cancel a booking, as much notice as possible will be given, generally not less than 48 hours and, where possible, alternative accommodation will be offered. If this is not possible, a refund will be made. The LA and the school will accept no liability in respect of commitments incurred by the Hirer due to such cancellation

Charges:

There is a charging policy (outlined below), which categorises lettings.

Lettings/hiring charges are based on four categories. These categories are for general guidance. The Governors may, at their discretion, add further users within the appropriate categories.

Group A Use

The following qualify for free letting:

a) All school events (parent consultations, governors meetings, performances, fundraising etc)

b) Parent Forum meetings and functions. The cost of cleaning materials and labour will be charged when 'free hire' of the hall is given for dances or discos (if no admission charge).

Group B Use

a) These lettings are for those who book a room/space on a regular basis; i.e. once a month/week. The person/group hiring is non-profit making. It is intended for community groups/Church Based Groups (if no admission charge/non profit making).

b) Parent Forum meetings and functions (when there is an admission charge).

Group C Use

a) These lettings are for those who book on an occasional basis. The person/group hiring is non-profit making, but they may be fund-raising.

b) These lettings are for those who book a room/space on a regular basis; i.e. once a month/week. The person/group hiring is non-profit making. It is intended for community groups/Church Based Groups (if an admission charge is made/profit making).

Group D Use

These lettings are for private and commercial groups. The person/group may be charging a fee to the public in order to make a profit. The charges will be at the discretion of the Governors according to the individual requirements of the hirer. A deposit will be required. There will also be a payment for charge caretaking service.

Extraordinary Lettings

School Holiday lettings, whole/large part of the college. Special charges will be fixed at the discretion of the Governors

Hourly Rates to be applied from September 2017

(These can be discounted/increased at the discretion of the governing body for the relevant user group. **Area of School**	**Total Hourly Charge**
Band A	**£**
Classroom	Free
School Hall (with use of Kitchen)	Free
Band B	**£**
Classroom	£7.50
School Hall (with use of Kitchen)	£10.00

Band C	**£**
Classroom	£12.00
School Hall (with use of Kitchen)	£15.00
Band D	**£**
Classroom	£25.00
School Hall (with use of Kitchen)	£30.00

Note:
1. The rates shown provide an indication of the costs of heating, lighting, cleaning, wear and tear and general overheads the full school premises.
3. If external facilities are used alternative costs will need to be considered.
4. These charges will be reviewed annually.

Lea Endowed Church of England Primary School

HIRING CONDITIONS

1. In these Conditions:

   (a) "The Owners" means the Governors of the above mentioned school, and "the Agent" means the person acting for the Owners.

   (b) "The Hirer" means the person signing the application form and any organisation for whom they are stated in such form to be acting. The liability under the Hiring agreement of such person and such organisation shall be joint and several.

2. Not more than the number of persons stated in the application form shall be allowed in the school premises at any one time.

3. Use of the school premises or the relevant part thereof and entry thereto is limited to the purposes and times stated on the application form and no subletting is permitted. Entrance to the school will be via the Main Entrance, which will be opened by the school at an agreed time. For security reasons, the school keys will not be available to the Hirer unless this has been agreed with the Headteacher prior to the rental period. It will be the responsibility of the Hirer to ensure that the school premises are secure during the time they are in use, i.e. ensure that the Main Entrance is locked when all members of the group are inside, and when they leave the building (If keys have been issued).

4. Users should acquaint themselves with the Fire and Safety regulations and procedures relating to the area of the premises in use. These will be clearly displayed in each of the designated areas. It is the responsibility of the Hirer to provide first aid equipment and trained personnel. They must also carry out their own fire drills and organise their own fire procedure.

5. Fire exits must not be blocked or locked, nor should furniture, equipment, or other obstructions be placed in corridors during the hiring.

6. The Hirer must use only that area of the building hired and must observe any instructions given by the school concerning the area available. Any furniture or equipment moved by the Hirer should be returned to its original position at the end of each session.

7. Toilets are available in the Main corridor.

8. The Hirer is responsible for, and shall indemnify the Owners, against all damage to the school premises and to any property on the school premises occurring during or in

relation to the hiring or while persons are entering or leaving the school premises pursuant to the hire, however and by whomsoever caused.

9. The Owners shall not be responsible for any loss or damage to any property arising out of the hiring nor for any loss, damage or injury which may be suffered by or be done or happen to any person resorting to the school premises during or in relation to the hiring arising from any cause whatsoever or for any loss due to any breakdown of machinery, failure of supply of electricity or gas, leakage of water, fire, government restriction, requirement of the Local Education Authority or act of God which may cause the premises to be temporarily closed or the hiring to be interrupted or cancelled and the Hirer shall indemnify the Owners against any claim which may arise out of the hiring or which may be made by any person resorting to the school premises during or in relation to the hiring in respect of any such loss, damage or injury.

10. The right at any time to enter the school premises and remain on the premises during the hiring is reserved to the Owners and the Agent and any police officer.

11. The Hirer shall ensure that good order is kept in the premises.

12. The Owners (by themselves or the Agent) may put a stop to any entertainment or meeting which in their opinion is not properly conducted or which may infringe any of the provisions hereof.

13. No bolts, nails, screws, bits, pins, spikes or other objects shall be driven into the fabric or furnishings of the school premises. No articles may be fixed thereto and there shall be no structural alterations to any stage in the school hall.

14. **The Hirer shall at the expiration of the hiring leave the school premises in a clean and orderly state. Failure to do so will result in additional charges for cleaning, repairs or replacement.**

15. The Hirer shall ensure that all property brought into the premises for the purposes of the hiring is removed before the expiration of the hiring. The Owners shall not be responsible for any property left behind and reserve the right to charge extra while it is in the premises.

16. No slogans, advertisements, flags, emblems or decorations shall be displayed outside the school premises whether affixed to the same or free standing.

17. The Hirer shall remove any slogan, advertisement, flag, emblem or decoration displayed inside the school premises if in the opinion of the Agent it shall be unlawful, unseemly or libellous or expose the premises to an undue risk of fire or is likely to lead to a disturbance or a breach of the peace.

18. No exits may be blocked or chairs or obstructions placed in corridors or fire appliances removed or tampered with and the Hirer shall ensure that users of the premises are

aware of the locations of emergency exits and that the Hirer's staff know the location of fire-fighting equipment.

19. Any lights or other electrical apparatus which shall be connected to the electrical installation in the premises shall be properly insulated, fused, tested and electrical plugs and sockets shall not be overloaded.

20. Playgrounds must not be used for car parking without prior permission.

21. All the conditions attached to any music and dancing licence and any theatre licence for the school premises shall be observed. A copy of each such licence held may be seen on application to the Agent and the Hirer shall be deemed to have had notice of all such conditions.

22. All legal requirements regarding the performing of plays, playing of music and the exhibition of cinematograph films and the sale and consumption of alcoholic liquor shall be observed and there shall be no infringement of any copyright subsisting under the Copyright Act, 1956. The Owners or the agent shall be entitled to require proof that the provisions of this clause have been complied with 48 hours before the hiring. All legal requirements of gaming and Lotteries legislation shall similarly be observed without infringement.

23. All scenery and costumes used for stage performances and the like must be fireproofed.

24. The use of the stage lighting and public address system in the hall is not included in the hiring and must be negotiated separately.

25. If the hiring includes the use of the school kitchen, the Hirer shall comply with such conditions as the Owners or the Agent may prescribe at the time of the hiring.

26. The Hirer shall make such provision for such Insurance cover as the Owners or their Agent may require and shall pay all premiums due thereunder, and produce the policy or policies of insurance 48 hours before the time of the hiring.

27. The school reserves the right to levy an additional charge to cover:
    - Any additional cleaning that may be required after an event
    - The cost of repair/replacement of damage to the school fabric or equipment
    - The cost of replacement of any items of school equipment if uneconomical to repair

28. For security reasons, the Hirer will not have access to the school telephone, staff room and school office.

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HIRING APPLICATION FOR SCHOOL PREMISIES

To be filled in and signed by the hirer

To the Governing Body of the above-mentioned School

1. I _____

   of (name of Organisation)
   _____

   hereby apply for the hire of the following part(s) of the premises of the above mentioned school:
   (Tick area required)

School Hall	
School Hall (including Kitchen)	
Classroom	

   Time required from _____am/pm
   Weekly/Monthly/other (please state) _____starting_____
   (please state date) on
   Monday /Tuesday/Wednesday/Thursday/Friday/Saturday/Sunday (delete as appropriate)

   Time required to _____ am/pm
   Weekly/Monthly/other (please state) _____starting_____
   (please state date) on
   Monday/Tuesday/Wednesday Thursday/Friday/Saturday/Sunday (delete as appropriate)

Please state the purpose for which the premises are required:

If the letting is of a commercial nature, please supply details:
_____

- Is copyright Music to be played YES/NO (delete as appropriate)
- Do you intend to use/bring into the premises any additional electrical equipment YES/NO (delete as appropriate)

If YES please supply further details _____
_____

- Will the general public be admitted YES/NO (delete as appropriate)
  If yes approximately how many _____
- Details of any admission charges (If applicable)
  _____

- ♦ Do you have public liability insurance YES/NO (delete as appropriate)
- ♦ Site Supervisor required in attendance YES/NO (delete as appropriate)

(Please note that no lettings agreements can run for more than one year and must be renegotiated/ renewed annually)

Signed_____ Print_____

On behalf of _____

Address_____

This address will be used for billing purposes

Date _____

****Only fill in if applicable***

VAT Regulations -Relating to the use of Sports Facilities

The letting of school sports facilities is standard rated for VAT purposes. However, if **all** of the following conditions are met, the letting may be treated as exempt:

(a) The series of lettings is for 10 or more sessions.
(b) Each session is for the same sport or activity.
(c) Each session is at the same place.
(d) The interval between each session is at least one day and not more than 14 days.
(e) The contract is for the whole series. This must include evidence that payment is to be made in full for the series whether or not the right to use the facility for any specific session is actually exercised.

A formal agreement, exchange of letters or an invoice will be sufficient evidence.
Provision or a refund in the event of unforeseen non-availability of the facility will not break the Condition, but provision for a refund in other circumstances will . It is acceptable for payments to be made in instalments, provided that the full amount is paid whether or not the facilities are actually used on each occasion.

(f) The facilities are let to a school; a club, association or an organisation representing affiliated clubs or constituent associations (such as a local league).
(g) However, if the facilities are let to an individual or private organisation rather than any of the above, the exemption does not apply, even if the other conditions are met.
(h) The organisation to which the facilities are let has exclusive use of them during the session.

I/WE HAVE READ THE CONDITIONS OUTLINED ABOVE AND APPLY TO BE EXEMPT FROM PAYING VAT AS WE DO FULFIL THE CRITERIA

Signed_____ Date_____

Memorandum of Agreement and Indemnity to be completed for all applications:

In consideration of the Governors and/or Lancashire County Council granting me/us the use of the aforementioned premises, I/we agree to pay to the Governors or to the County Council the prescribed hire charge and to replace or pay to the Governors or the County Council the cost of making good any damage caused to the premises by me/us.

It is further acknowledged and agreed that the Governors and/or the County Council give no warranty of the suitability of the premises for the use to which I/we intend to put them and I/we hereby agree to indemnify the Governors and/or the County Council, their officers, servants and agents against all actions, costs, claims and demands arising out of any accidents and/or loss which may occur on the said premises during their use by me/us provided that the same is not due to any negligence, omission or default of the Governors and/or the County Council, their officers, servants or agents.

Under no circumstances shall the permanent electrical installation be altered or otherwise interfered with. Permission for HIRERS to erect any temporary wiring for specific function or purpose shall only be carried out on approval by both the Lancashire County Property Group and the Licensing Section of Lancashire County Council. Further I/We undertake to check and inspect the facilities to ensure that they are clear and free of hazardous material, debris and spillages prior to use.

It is further acknowledged and agreed that I/we will indemnify the Governors and/or the County Council in respect of all actions, costs, claims and demands arising out of any breach of copyright as defined in the Copyright Act 1956, or under any other enactment in that behalf for the time being in force in respect of any performance of any literary, dramatic, or musical work, which takes place or which is given while the said premises are being used by me/us, our servants or agents.

Under no circumstances does this letting give the user exclusive possession.

(The hirer should produce evidence that this indemnity is protected by adequate insurance cover).

Signature _____

Designation _____

Date _____

SCHOOL USE ONLY

1 This application for the use of school premises is acceptable to us:

YES	NO

(delete as appropriate)

2 The Governors have determined that this will be:-

(a) A free letting

YES	NO

(delete as

(b) A chargeable letting at a cost of £…… per hour/session Plus VAT where applicable

3 **Lettings income will be collected * by the school / by the Authority on our behalf.** ** (delete as appropriate)*

Signed ……
(Headteacher)