

# Lettings Guidance

## Schools Financial Services

[www.lancashire.gov.uk](http://www.lancashire.gov.uk)





# Lettings Policy

<b>Policy Reviewed</b>	<b>September 2023</b>
<b>Next review</b>	<b>September 2024</b>
<b>Shared with Governors</b>	<b>September 2023</b>
<b>Signature of Chair of Governors</b> <b>Matt Dunkin</b>	<b>Signature of Headteacher</b> <b>Jill Cromeey</b> 

**At Stubbins Primary School, we strive to create a supportive and inclusive environment where learners are encouraged to explore their passions; develop their talents; and achieve their full potential.**

**Through effective learning experiences, we foster a life-long love of learning, empowering learners to become critical thinkers, problem solvers and compassionate individuals.**

**By providing a strong foundation of knowledge, skills and values, we are dedicated to preparing our learners for success in an ever-evolving world. Together, as a vibrant community of learners, we nurture, grow and flourish.**

**NURTURE-GROW-FLOURISH**

## **LETTINGS POLICY (taken directly from Lancashire Model)**

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

2. Where governing bodies hire or rent out school or college facilities/premises to organisations or individuals (for example to community groups, sports associations, and service providers to run community or extra-curricular activities) they should ensure that appropriate arrangements are in place to keep children safe. When services or activities are provided by the governing body or proprietor, under the direct supervision or management of their school or college staff, their arrangements for child protection will apply. However, where service or activities are provided separately by another body this is not necessarily the case. The governing body should therefore seek assurance that the provider concerned has appropriate safeguarding and child protection policies and procedures in place (including inspecting these as needed); and ensure that there are arrangements in place for the provider to liaise with the school or college on these matters where appropriate. This applies regardless of whether or not the children who attend any of these services or activities are children on the school roll or attend the college. The governing body or proprietor should also ensure safeguarding requirements are included in any transfer of control agreement (i.e. lease or hire agreement), as a condition of use and occupation of the premises; and that failure to comply with this would lead to termination of the agreement. The guidance on Keeping children safe in out-of-school settings details the safeguarding arrangements that schools and colleges should expect these providers to have in place.

3. School and college safeguarding policies should set out the arrangements for individuals coming onto their premises, which may include an assessment of the education value, the age appropriateness of what is going to be delivered and whether relevant checks will be required. Schools and colleges may receive an allegation relating to an incident that happened when an individual or organisation was using their school premises for the purposes of running activities for children (for example community groups, sports associations, or service providers that run extra-curricular activities). As with any safeguarding allegation, schools and colleges should follow their safeguarding policies and procedures, including informing the LADO.

4. The hirer must be willing to meet with school officials and provide details of their aims and objectives. Hirers should follow the appropriate keeping children safe in education guidance After-school clubs, community activities, and tuition - safeguarding guidance for providers ([publishing.service.gov.uk](http://publishing.service.gov.uk))

5. The Governing Body will ensure that the school budget does not subsidise nonschool activities and that all costs are recovered. Charges will be reviewed annually by the Governing Body.

6. 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.

7. 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 must be on call.

8. 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.

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

10. 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.

11. All hirers must comply with health and safety legislation.

12. The hirer is responsible for following safer recruitment procedures including that DBS checks have been undertaken and other elements that may be relevant for working with children.

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

14. Smoking is not allowed on the premises in line with school policy.

15. Alcoholic Drinks –

a. An occasional licence must be obtained where appropriate. The Licensee is responsible for conduct of bar sales, etc.

b. No alcohol is to be stored or retained on the premises when pupils are in school

**USE OF SCHOOL PREMISES  
APPLICATION FORM NO:**

**1 Name of Organisation:** \_\_\_\_\_  
**Name of Applicant:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ **Telephone:** \_\_\_\_\_

**2 Name and address of person to be billed if not same as 1:** \_\_\_\_\_  
 \_\_\_\_\_

**3 Details of premises required:**  
**(a) Name of School:** \_\_\_\_\_  
**(b) Date(s) required:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**(c) Accommodation Required.**

Type of Accommodation		Tick if required	From	To
Classroom:	Number Required: _____			
Assembly Hall				
Arts Theatre				
Sports Hall				
Gymnasium				
*Swimming/Learner Pool				
*Squash/Tennis Court				
*Netball/Playing/Cricket Pitch				
Running Track				
Changing room only				
Changing Room and Shower				

**Any other facilities required:**

\_\_\_\_\_  
 \_\_\_\_\_

**4 Purpose for which accommodation/premises are required: \_\_\_\_\_**

**(a) If the letting is of a commercial nature, please supply details:**  
\_\_\_\_\_

**(b) Will the general public be admitted?**

YES*	NO
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*(delete as appropriate)*

**(c) Details of admission charges:** \_\_\_\_\_

**(d) Is copyright music to be performed?**

YES*	NO
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*(delete as appropriate)*

**(e) Will the use of a piano be required?**

YES*	NO
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*(delete as appropriate)*

**(f) Approximate number of people attending:**

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**(g) Is alcohol to be served**

YES*	NO
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*(delete as appropriate)*

**(h) Do you intend to use/bring into the premises any additional electrical equipment:  
(see note 6 below)**

YES*	NO
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*(delete as appropriate)*

\*If you answer yes to any of these, please provide further details on a separate sheet

**5 VAT Regulations Relating to the use of Sports Facilities**

Room hire alone is exempt. For example the local Brownies hiring the school hall or sports hall for a table top sale would be exempted from VAT.

If the local football club hired the school hall (NOT a sports hall) to play football, the letting would be exempt as the hall is not a sports facility.

If the local football club hired the school sports hall to play football as a one off letting, it would be standard rated.

Premises are sports facilities if they are designed or adapted for playing any sport or taking part in any physical recreation, such as swimming pools, football pitches, dance studios and skating rinks. Each court or pitch (or lane in the case of bowling alley, curling rink or swimming pool) is a separate sports facility.

However, if the same football club hired the school sports hall for a series of lets, they will be exempted from paying VAT if they meet all the following criteria:

- The bookings are for at least 10 sessions
- The interval between the sessions is not less than 1 day and no more than 14 days apart
- The bookings are all for the same activity
- The whole series is to be paid for (there must be written evidence of this)
- The grantee has exclusive use of the facilities
- The grantee is a school, club, an association or an organisation representing affiliated clubs or constituent associations.

IWE HAVE READ THE CONDITIONS OUTLINED ABOVE AND APPLY TO BE EXEMPT FROM PAYING VAT AS WE FULFIL ALL THE ABOVE CRITERIA

SIGNED:

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ON BEHALF OF:

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DATE:

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6 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.**

**I/We hereby undertake to provide at my/our own expense during the period hire of any swimming pool suitable and sufficient lifeguard personnel as based on the guidance of the Health and Safety Executive and as detailed in the "Instructions for the Use of Swimming Pools".**

**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
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*(delete as appropriate)*

**2 The Governors have determined that this will be:-**

**(a) A free letting**

YES	NO
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*(delete as appropriate)*

**(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)**

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## **CONDITIONS OF HIRE**

- Applications for the hire of premises should be made at least one month in advance.
- Generally reservations will not be accepted for dates more than 12 months in advance, except for special events such as those needing extensive preparations.
- All applications for hire of facilities must come from bona fide constituted organisations.
- Applications will only be considered where the hirer has provided written evidence to confirm Third Party Liability Insurance is effective to requirements.
- The organiser/supervisor must also have sufficient expertise to ensure that activities are suitably controlled and organised. Care must be taken to ensure adequate supervision of inexperienced participants and appropriate use/maintenance of equipment.
- All applications must be made to the Governors General Purposes Committee, who will set the specific terms and conditions of hire within the terms of the Lettings Policy.
- All lettings must conform to the limitations agreed in the completed application for hire.
- All persons hiring the school premises will be expected to conform to the relevant Health & Safety regulations.
- Internal lettings require a named person in responsibility who will ensure that all safety measures are applied as necessary, also that premises are not left unoccupied during the period of hire and who will await the key holder at the end of each period of hire.
- No use may be made of school apparatus or equipment without specific permission.
- The fabric and fittings (including electrical installations) and contents of the premises shall not be interfered with in any way. The hirer shall, at the end of the hire period, leave the premises in a tidy condition, all equipment being returned to the correct place of storage.

- Furniture and apparatus required may be brought on to the premises at the hirer's own risk. Hirers shall not bring onto the premises, without prior consent, any article producing of an inflammable or explosive nature, nor any article producing an offensive smell, nor any other substance, apparatus, or article of a dangerous nature
- Any accident which results in injury to any member of the organisation or third party or damage to any school property must be notified in writing to the Headteacher and Chair of the General Purposes Committee. Any costs involving damage to school property must be met by the hiring organisation.
- The Governors may refuse an application to hire the premises if:-
  - *the premises are required by the school;*
  - *there has been any damage to the property, or breach of these conditions during previous use of the premises by the hirer;*
  - *for any other reason the Governors deem it necessary or expedient to withhold the permit.*

**No compensation shall be payable by the Governors by reason of such a decision.**

- The hirer must give at least 4 weeks' notice of cancellation to the Chair of the Asset Committee, acting for the Governors. If any shorter period of notice is given, the Governors reserve the right to pass on to the hirer any costs unavoidably incurred.
- All hire charges must be paid within 7 days of the invoice being issued at the end of each month for all the hires that have taken place in that month.
- The Governors reserve the right on proper notification to invoice the hirer for any charges arising from excessive cleaning time incurred as a result of the hirer failing to leave the accommodation in a reasonable condition, or for repair of the premises or equipment damage caused by the hirer, or additional cleaning required as a result of the premises not being left in a tidy condition. The proportion of the deposit to be retained will be decided by the Governors and their decision will be final.
- The hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approved. The hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated. It is the hirer's responsibility to ensure that all those attending are

- made aware of their responsibilities, and the Borough and hirer's insurance arrangements.
- Food should not be brought and consumed on the premises, without prior permission
- The Hirer in such circumstances is responsible for meeting the provisions of the Food Safety Act. In no circumstances shall alcoholic drinks be available at any function without prior written consent of the Governors. Permission will be granted only in exceptional
- circumstances. Applications must be made in writing at the time the hirer applies for the use of the premises. If permission is granted for alcoholic drinks to be sold it will be the responsibility of the hirer to obtain an occasional license from the local magistrate's court.
- The premises may not be used for games of chance, other than bingo, unless specific permission has been granted by the Governors.
- Hirers shall familiarise themselves with the fire precautions in force on the premises and with means of escape in the event of fire. Fire and other exits must be clear at all times.
- Smoking is not allowed within the building or anywhere within the school grounds.
- The Headteacher and Chair of the Local Governing Board should agree on who may hold the keys to the premises.
- It is important that correct procedures are followed by key holders or any claim on insurance could be jeopardised.
- The Governing Body and Headteacher reserve the right of access to the premises during the letting.
- Whenever it becomes necessary to cancel a letting, the Governors will give at least 4 weeks' notice to the hirer.
- This policy will be reviewed annually.
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- School Representative: Mrs Jill Cromey Headteacher
- Signed by:- .....
- 
- Position: .....Date .....