CHAUCER COMMUNITY PRIMARY SCHOOL

# Lettings Policy

**Revised:** **September 2024**

**Review Date:** **September 2026**

**Responsible Person:** **Head Teacher**

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. 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 services 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)

5. The Governing Body will ensure that the school budget does not subsidise non-school activities and that all costs are recovered. This includes cleaning, waste disposal and repairs. Charges will be reviewed annually by the Governing Body. The Governing Body reserve the right to cancel the agreement at any time if this is not adhered to.

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. All hirers are responsible for the unlocking and locking up of the premises at the start and end of each session. Security of the premises must be checked prior to leaving each day. Any security breaches may result in the termination of the SLA.

13. 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.

14. Arrangements for the payment of each letting will be made following the session (s) with the hirer concerned.

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

16. 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

1 Name of Organisation:

_____

Name of Applicant:

_____

Address:

_____

_____

_____

Contact number:

_____

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:

Classroom: Number Required: Yes / No
Hall Yes / No
MUGA Yes / No

4 Purpose for which accommodation/premises are required:

_____

_____

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

_____

_____

Please state here any additional requirements:

_____

_____

Will the general public be admitted? Yes / No

Details of admission charges:

_____

Approximate number of people attending:

_____

Is alcohol to be served? Yes / No

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.

SIGNED:

_____

On BEHALF OF:

_____

DATE:

_____

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

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

It is further acknowledged and agreed that the Governors give no warranty of the suitability of the premises for the use to which we intend to put them and we hereby agree to indemnify the Governors 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 us provided that the same is not due to any negligence, omission or default of the Governors.

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, 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 we will indemnify the Governors 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 us.

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

2 The Governors have determined that this will be:-

(a) A free letting Yes / No

(b) A chargeable letting at a cost of £50.00 per day or £30.00 per session Yes / No

*3* Lettings income will be collected by the Chaucer Primary School

Signed: _____

Designation:  Head Teacher

Date: _____