

ALSTON LANE CATHOLIC PRIMARY SCHOOL AND NURSERY LETTINGS POLICY

The Hall and Nursery Building are owned by the Lancaster Diocesan Trust, a registered charity, and as such can only be used for purposes which are consistent with the charitable objects of the diocesan trust. It is a condition of all hires that the Hall and Nursery Building will not be used for any purpose which is contrary to the teachings of the Catholic Church or which could cause offence. At all times the Catholic nature of the Hall and Nursery Building must be respected. Any breach or potential breach of this condition will mean that the use of the Hall or Nursery Building is withdrawn.

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. Our recent fire risk assessment states:
'The fire safety responsibilities of those using the building need to be established as part of the contract of use. The responsible person for each individual unique, occasional or separate event or function will need to be clearly established and documented and their legal duties made clear to them.'
Attached is a list of the recommended considerations that the hirer should make.
3. The hirer must be willing to meet with school officials and provide details of their aims and objectives.
4. The Governing Body will ensure that the school budget does not subsidise non-school activities and that all costs are recovered. Charges will be reviewed annually by the Governing Body.
5. 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.
6. 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.
7. 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.
8. Any hirer that uses the school must be adequately insured (with a minimum of £2m public liability insurance) and insurance documents must be attached to the application.
9. All hirers must comply with health and safety legislation.
10. The hirer is responsible for ensuring that DBS checks have been undertaken where appropriate.
11. Arrangements for the payment of each letting will be made in advance with the hirer concerned.
12. Smoking, taking drugs or e-cigarettes are not allowed on the premises in line with school policy.
13. 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.

14. Charges

- 1 hour let - £20
- Additional hours @ £10 p/h dependable on circumstances
- Daily rate for holiday club providers (e.g. sports clubs) - £25
- Weekly rate for holiday club providers - £125 (4 or 5 days)
- Concessions may be made for non-profit making organisations such as uniformed groups, where specific arrangements will be made.
- Additional costs may be incurred if heating is required or additional cleaning.

Information for Persons Letting Alston Lane School Hall and Nursery Building.

As the responsible person for the event/function, etc. you have legal duties with regards to the safety of those persons assisting or attending the event.

*****Please note that in the event of a fire, as the responsible person, you are responsible for calling the emergency services*****

Before the event or function you should be aware of:

- what fire alarm systems are present;
- how a fire will be detected;
- how people will be warned if there is a fire;
- how the evacuation of the premises should be carried out and from which exits;
- where people should assemble after they have left the premises and procedures for checking whether the premises have been evacuated;
- how the fire and rescue service and any other necessary services will be called;
- procedures for meeting the fire and rescue service on their arrival and notifying them of any special risks;
- checking that all escape routes are clear of obstructions and combustibles.

Before the event or function you should decide:

- the arrangements for means of escape for disabled persons;
- who will be responsible for calling the fire and rescue service and any other necessary services;
- who will meet the fire and rescue service on their arrival and notifying them of any special risks;
- your plans to deal with people once they have left the premises, especially children.

At the start of the event or function you should notify all those present about:

- the no-smoking policy, including e-cigarettes;
- location of exits and escape routes;
- taking only valuables immediately to hand but not to go to collect other belongings;
- the location of the assembly points; and
- what will happen after that (e.g. re-entry to the building).

During the event or function you should ensure that:

- escape routes and exits do not become blocked;
- no naked flames are started
- rooms do not become overcrowded;
- noise levels cannot drown out the fire alarm; and
- if necessary, the number of persons in your premises is limited or controlled.

In the event of a serious incident regarding the school building or a problem with the alarm:

1 st contact	Mark FitzGibbon	(Headteacher)
2 nd contact	Diane Singleton	(Site Supervisor)
2 nd contact	Petra Mercer	(Bursar)

Adopted by the Governors: February 2023

Appendix B

Name of Organisation: _____

Name of Applicant: _____

Address: _____

_____ **Telephone:** _____

Name and address of person to be billed if not same as 1:

Details of premises required:

(a) Name of School: Alston Lane Catholic Primary School and Nursery

(b) Date(s) required: _____

(c) Accommodation

(Delete as appropriate)

- Use of the Nursery/Out of School Club building and adjoining outdoor areas including the playing field.
- Use of school hall, toilets and small sink next to kitchen.

Purpose for which accommodation/premises are required: _____

(a) If the letting is of a commercial nature, please supply details: Yes / No

(b) Will the general public be admitted? Yes / No

(c) Details of admission charges: _____

(d) Is copyright music to be performed? Yes / No

(e) Will the use of a piano be required? Yes / No

(f) Approximate number of people attending: _____

(g) Is alcohol to be served? Yes / No

(h) Do you intend to use/bring into the premises any additional electrical equipment?

Yes / No

(see 'Memorandum of Agreement' below)

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

VAT Regulations Relating to the use of all School Premises

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.

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

SIGNED: _____

ON BEHALF OF: _____

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. (This includes additional storage containers used by the scouting groups).

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.

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

Signature: _____

Club name: _____

Designation: _____

Date: _____

SCHOOL USE ONLY

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

2 The Governors have determined that this will be:

(a) A free letting:

(b) A chargeable letting at a cost of £____ per week/day/session Plus VAT where applicable

3 Lettings income will be collected by the Authority on our behalf or by the school

Signed
(Headteacher / Bursar)