



Archbishop Temple

Church of England High School

Lettings Policy

Policy Leader	School Business Manager
Last Updated	September 2024
Approved by the Governing Body/Board	October 2024
Date to Review	October 2025

Name of Policy: Lettings Policy

Sub-Committee Responsible: Resources Committee

Lead Responsibility in School: School Business Manager

Source of Policy: (Please tick)

- LA:** X
- Diocesan:**
- School:**
- Other – Please specify:**

This policy supports our work as a Church school as summarised in our Vision Statement:

Purpose

Archbishop Temple School seeks to care for young people and prepare them well for adulthood, valuing the whole person.

Mission

Through our faith in God, Father, Son and Holy Spirit, we strive to nurture each person's ability, gifts and talents so that they can 'have life and have it to the full' (John 10:10) and use it in the service of God and other people.

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. 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.



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**USE OF SCHOOL PREMISES
 LETTING FORM**

Name of Organisation: _____

Name of Applicant: _____ Email: _____

Address: _____

Telephone No: _____ Mobile No: _____

Name, Address and Email of Person to be invoiced:

Name: _____

Address: _____

Email: _____

Details of Letting:

Day / Dates Required: _____

Accommodation Required:

TYPE OF ACCOMMDATION	Tick if Required	Number of People	Day / Dates Required	TIME REQUIRED	
				From:	To:
Classroom - Number Required:					
* Assembly Hall / Dining Hall					
Arts Theatre – Theatre Room					
*Sports Hall Whole / Half					
*Netball / Tennis Courts					
Grass Pitches					
Fitness Suite					
ADDITIONAL REQUIREMENTS					
Changing Room only					
Changing Room & Shower					

* Please delete as appropriate

LETTING FORM (continued)

Please give details of any additional needs, including disabilities and special requirements:-

.....
.....
.....
.....

Is the letting for a commercial nature? *(please detail)*

.....
.....
.....
.....

Will the general public be admitted? YES / NO *(please delete as appropriate)*

Give details

.....

Details of admission charges: £ _____

Is copyright music to be used? YES / NO *(please delete as appropriate)*

Give details

.....

Will the use of the piano be required? YES / NO *(please delete as appropriate)*

Give details

.....

Approximate number of people attending

Is alcohol to be served / sold? YES / NO *(please delete as appropriate)*

(Please forward a copy of the license with this Letting Form)

Do you intend to use additional electrical equipment? YES / NO *(please delete as appropriate)*

Give details

.....

Is the electrical equipment maintained and tested in accordance with legislation?

YES / NO *(please delete as appropriate)*

Give details

.....

Do you have adequate Indemnity / Public Liability Insurance Cover with a minimum limit of £5 million?

YES / NO *(please delete as appropriate)*

(Please forward a copy of Insurance Cover with this Letting Form)

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.

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: _____

LETTING FORM (continued)

Do you have the appropriate required Certification for the activity / event to take place in accordance with legislation and the appropriate bodies?

YES / NO *(please delete as appropriate)*

(Please forward a copy of relevant Certification with this Letting Form)

Do you have a completed Risk Assessment for the activities to be undertaken?

YES / NO *(please delete as appropriate)*

(Please forward a copy of the Risk Assessment Documentation)

Please Note:

Any completed Risk Assessment will need to be amended to make Site Specific and resubmitted on confirmation that the letting has been accepted.

You will not be allowed to use the premises until all the required documentation has been received.

I confirm that I have completed the Letting Form accurately, have read all the attached documentation and agree to check the premises before each session in accordance with issued documentation (to be issued on successful application)

Memorandum of Agreement and Indemnity:

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).

I / we will ensure that I / we have the appropriate supervision, first aid cover and that necessary first aid and safety equipment is provided for the activity.

Name:

Signature: Date:

Appendix B

The hirer

- Must complete a Lettings Application / Indemnity Form noting that for long term lettings, application forms will be reviewed on an annual basis.
- Must be adequately insured (with a minimum of £5m public liability insurance) and provide copies of the relevant insurance documents: Archbishop Temple School does not have a legal liability to deal with claims for injuries resulting from a pure accident and for which no blame can be attached to the school.
- Will, during the period of hiring, be responsible for the supervision of the premises, the fabric and the contents, their care, safety from damage however slight or change of any sort and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car-parking arrangements so as to avoid obstruction of the Highway or any playgrounds.
- Must be familiar with the use of equipment as required.
- Shall not use the premises for any other purpose than that which the letting was agreed, nor sub-let facilities to any other party, without prior written consent from the school.
- Shall be responsible for leaving the premises in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed

from their usual positions properly replaced. Should any additional cleaning be required after the letting, the hirer will be charged at the current rate.

- Shall be responsible for complying with legal requirements on admission of persons to the premises during the letting and for obtaining any necessary licences and consents not covered by those obtained by the school.
- Shall indemnify the Governing Body against all losses, claims, demands, actions, proceedings, damages to costs arising in any way from the letting or by breach of any conditions of letting by the hirer.
- Shall not display slogans, flags or advertising on school premises without permission from the school.
- Must ensure that any lighting or electrical appliances connected to the mains supply of the premises shall be properly insulated and that electrical plugs or sockets are not overloaded.
- Must ensure that scenery and costumes used are fireproofed.
- Must be willing to meet with school officials and provide details of their aims and objectives.
- Must complete a Safeguarding Responsibilities, where applicable.
- Must comply with health and safety legislation and provide risk assessments as appropriate.
- Ensuring that DBS checks have been undertaken where appropriate.

- Must not allow smoking on the premises in line with school policy.
- Must make a record of any accidents/injuries/near misses and provide the school with details as soon as practicable.
- Must inform the school of any damage or breakages which occurred during the hire and accept responsibility for any additional costs which may be incurred as a result.
- Note that in respect of alcoholic drinks -
 - a) A temporary event licence must be obtained where appropriate. The hirer is responsible for conducted bar sales etc. The cost of this licence will be borne by the hirer.
 - b) No alcohol is to be stored or retained on the premises when pupils are in school.

In addition:

- Bolts, nails, screws, bits, pins, spikes or other objects must not be driven into the fabric or furnishings of the premises. Articles must not be fixed to the wall and there must be no structural alterations.
- Exits must be kept clear and chairs or obstructions must not be placed in corridors.
- Fire appliances must not be removed or tampered with and the hirer must ensure that they are aware of the location of firefighting equipment and that users of the premises are aware of the locations of emergency exits.
- If the hiring includes the use of the school kitchen, the hirer shall comply with such conditions as the Governing Body may prescribe at the time of the hiring.

Hirer:

I have read the above and hereby agree to the terms and conditions:

Signed: Date

Print Name:

Archbishop Temple Church of England High School

Lettings Charges

All charges made in respect of hiring school premises /facilities must cover all variable costs of the hire and make a relevant contribution towards the school's fixed costs.

Charges will be agreed with the hirers in advance of the hire taking place.

The Governing Body will ensure that the school budget does not subsidise non-school activities and that all costs are recovered although the Governing Body have the authority to facilitate community use at a reduced rate. Charges will be reviewed annually by the Governing Body.

Grass pitches, Astro	£40 per hour
School Hall, Sports Hall	£40 per hour / £100 per day
Badminton Court	£9.50 per hour
Drama Studio	£25 per hour
Classrooms*	£25 per hour

Prices are inclusive of VAT at 20%

A discretionary discount of 10% will be available for high volume use.

Charges for charitable/good causes will be based on the recovery of additional costs only.

*Only available when booking School Hall OR for bookings prior to 6pm (finish).

(Signed) _____ Dated _____
(Headteacher)

(Signed) _____ Dated _____
(Chair of Resources Committee of the Governing Body)