



Barlaston C.E. (VC) First School

“Let Your Light Shine” Matthew 5:16

Lettings Policy

Our Vision Statement

Let your light shine through family, friendship and faith.

Our Spirituality Vision

Spirituality is an ever changing journey through life, connecting each individual with something bigger than themselves.

Equality Statement

The school is committed to providing the full range of opportunities for all pupils, regardless of gender, disability, ethnicity, social, cultural or religious background. All pupils have access to the curriculum, and the right to a learning environment, which dispels ignorance, prejudice or stereotyping.

Dyslexia Statement

To ensure that children on the dyslexic spectrum have equal opportunities and that their diverse strengths are celebrated and built on.

Safeguarding Statement

The school is committed to safeguarding and promoting the welfare of children and young people/vulnerable adults and expect all staff and volunteers to share this commitment.

Applications

All correspondence and applications for the hire must be made directly to the School. All applications are subject to approval by the Governing Body of the School, but subject to any direction given to them by the LEA.

Hirer

The hirer must be over 18 years of age and shall be the person by whom the application form for the hiring is signed. Such person shall be responsible for the payment of the fees payable in respect of the hiring and for the observance and performance in all respects of the conditions and stipulations contained in the hire agreement.

Fees and charges

The hire fee shall be paid in full upon signing the Hire agreement together with any returnable deposit required by the Governing Body.

Duration of the Letting

The Governors shall determine in advance the duration of a letting.

Cancelling of hiring by Governing Body

The Governing Body reserves the right to refuse any application without stating reasons for so doing.

The right is reserved to cancel any hiring, without notice where the Governing Body considers it necessary for any cause outside their control.

Cancellation or postponement by Hirer

Hirers will be allowed to cancel or postpone such bookings. Refunds or fees payable are at the discretion of the Governing Body.

Hirer Area

Access is strictly restricted to the hired area and any toilet facilities, entrances, exits and corridors as directed by the Governing Body.

The LEA and Governing Body reserve to themselves, and their officials, the right to enter the hired area at all times on producing evidence of their identity.

Variation of Conditions

There shall be no variation to the conditions of hire without the express consent of the Governing Body.

Care of School Premises

The hirer is responsible for everyone who is on the School's premises for the activities they are organising and, generally, for everyone who comes on to the parts of the School's premises which are under the hirers control at the stated times. The hirer is responsible for ensuring that they comply with all the terms of the hire agreement.

No notices or placards shall be affixed to, lean upon or be suspended from any part of the school premises.

No bolts, nails, tacks, screws, pins or other similar objects shall be driven into any of the walls, floors, ceilings, furniture or fittings. The hirer shall ensure that no persons using the permitted area use shoes with stiletto heels or other footwear which may in the opinion of the Governing Body be damaging to the floor surfaces of the hired.

Intoxicating liquor

Intoxicating liquor shall not be brought into nor consumed on school premises without the prior consent of the Governing Body. Where such consent is given the hirer must comply with the Licensing Laws and provide evidence of such to the Governing Body.

Smoking

There shall be no smoking on the school premises on the grounds of fire security and the potential for damage to floors and furniture.

Public Entertainment and other Licences

The promoters of entertainment and functions to which the public are admitted on payment shall be responsible for completing to the satisfaction of the Governors all formalities in connection with the use of the premises for that purpose. Where the Chief Fire Officer or Licensing Authority require additional facilities for the purpose of a letting (such as "Exit" sign and emergency lighting) which are not already installed, it shall be the responsibility of the Hirer to provide such facilities of an approved type and method of installation.

Payment for admission shall be deemed to include admission by tickets or programmes or by any other method by which the making of a payment entitles a person to admission.

No entertainment or function to which the public are admitted shall be allowed unless the premises are licensed for the purpose under the bye-laws of the Local Authority in whose area the premises are situated and all necessary regulations against fire are complied with.

The hirer shall be responsible during the function or entertainment for which the premises are hired for ensuring:

- All safety requirements and recommendations of any licensing authority are complied with.
- Any limitation on the number of persons admitted imposed by any licensing authority or the Governors are complied with.
- Suitably qualified persons are employed to be responsible for the supervision of the premises and the conduct of those attending so as to avoid personal danger, and damage to the premises.

Copyright and Performing Rights

No copyright work shall be performed without the licence of the owner of the copyright and the payment of any appropriate fees.

The hirer shall comply with all the provisions of the Copyright, Designs and Patents Act 1988. If the hirer shall fail to do so any permission previously granted by the

Governing Body to use the school premises shall be immediately cancelled and the Governing Body shall have the right to recover fees, charges or any other payments referred to in these Regulations.

The hirer shall indemnify the Governing Body from and against all actions, proceedings, costs, claims or demands whatsoever, arising out of the performance of Copyright Works on school premises.

The hirer shall, immediately after any performance or function at which music has been performed or songs sung, complete, sign and return to the Performing Right Society a Performing Right Society Limited form obtainable from the Performing Right Society Limited, 29-33 Berners Street, London, W1P 4AA.

If it is proposed to play a copyright record or tape in public, application for a licence so to do must be made to Phonographic Performance Ltd, 103 James Street, London, W1R 3HG

Evidence that the necessary licences have been obtained must be supplied to the school at one week/month* (delete as appropriate) before the letting.

Gaming

No gaming is allowed except in accordance with the conditions of the Gaming Act 1968, Section 41 when gaming is carried on at an entertainment promoted for raising money to be applied for purposes other than private gain. A copy of these conditions is open for inspection in the Local Magistrates Court during the normal hours of business and the hirer shall be deemed to have knowledge of the contents thereof whether or not he has availed himself of the opportunity of inspection.

Use of Equipment

The hire area does not include the use of any equipment except where specifically agreed and subject to any fees deemed appropriate by the Governing Body. School furniture (other than chairs for use in halls) shall not be moved except by arrangement. The hirer must do everything reasonable to avoid loss, damage, or breakage to the School's property whilst the School's premises are under the hirer's control. Any loss, damage or breakage must be reported as soon as practicable to the Headteacher. The Governing Body will be entitled to charge the hirer for any such loss, damage or breakage on terms to be approved by the school.

Insurance

The hirer will be required to indemnify the School against any liability at law in respect of any accident involving death or bodily injury to any person or damage to or loss of any property real or personal and happening consequent upon or in connection with the use of the premises unless due to the negligence default of the Governing Body, its Servants or its Agents. The Authority has a special insurance policy which will provide cover for the hirer in certain cases. Full details of the policy including conditions and exclusions can be found in the Third Party Hirer's Policy – Summary of Cover document. Where the hirer is a political organisation, a professional entertainment promoter, or uses the premises on a commercial/business basis or is unable to satisfy the requirements of the Third Party Hirer's Policy then they will be required to obtain separate third party insurance cover.

Parking of Vehicles

The parking of vehicles on the school's property shall be permitted in approved areas only on condition that persons bringing such vehicles on to the premises do so at their own risk and that they accept responsibility for any damage to the school's property or injury to any person whether connected with the establishment or not, caused by such vehicles or their presence on the school's premises.

Use of Playing Fields

Any hiring of a playing field may be cancelled without notice if weather conditions or the state of the ground make it likely that unreasonable damage may result from use. Suitable footwear must be worn.

Miscellaneous

The hiring body shall comply with such additional conditions as the County Council, Headteacher, or the Governors may require in writing, to be observed for a particular letting.

Lettings – Charges to be made

In determining charges, this Governing Body will consider whether or not certain types of community activities should be supported by seeking only to recover the cost of making the premises available. Letting charges for other types of use (business or commercial) may realise a surplus which can be used to the benefit of the school. Our school budget will not be used to subsidise community use of the school.

We will use the suggested formula for determining the school's energy cost as follows:-

TOTAL HEATING/LIGHTING CHARGES FOR A FINANCIAL YEAR DIVIDED BY THE NUMBER OF DAYS THE SCHOOL IS OPEN (195) MULTIPLIED BY THE AVERAGE NUMBER OF HOURS' USE EACH DAY (7) = 1365 HOURS

Example:-

Total heating/lighting expenditure for a financial year = £7,000
(the figure can be obtained from the school's most recent financial statement).

You will need to add an appropriate inflation figure to this for the following year. For example, if inflation was 3% this would mean £7,210.

195 working days x 7 hours = 1365 hours

7210 = 5.28

1365

Average hourly costs of heating school throughout the year £5.28

A request is received for the use of a school for 2 hours one evening and it will be necessary for the Janitor/Site Supervisor to claim additional hours to open and close the premises and to include a minimal amount of cleaning. Suggested charge is:-

2 hour letting @ £5.28 per hour	= £10.56
Janitor/Site Supervisor 1 hour @ (say £5.27)	= £5.27
	<hr/>
	£15.83

An additional amount may be added for wear and tear and use of consumable materials i.e. paper towels.

The amount to be added is discretionary and dependent upon the use being made of the school.

A receipt will be issued and confirmation that the premises may be used by the hirer using the Lettings of schools stationery available from the County Treasurer (Controlled Stationery Ref.AU37).

Charges for 2002/03 – After School activities

Current Rates for lettings as agreed by governors 2003

Imps- After school care club	£8.50 per session
Baby/Toddler Clinic	£8.50 per session
Imps – Holiday care	£125.00 per week
Casual lettings	£12.00 per hour
Telephone	£0.25 per call
Photocopying	£0.05 for A4 & £0.10 for A5 – per sheet
Music Tuition	£40.00 per term

Lettings income will be paid into the bank using the paying in book. The reverse of the paying-in slip should be completed with the school cost centre and the code 766-01.

V.A.T. on Lettings Charges

Charges for hall, classrooms and cloakrooms are normally exempt from VAT where no additional facilities are provided. The VAT law on lettings, is however, particularly complex. A summary is given below dealing with the main categories of letting which Headteachers are likely to encounter. Further advice is available from the County Treasurer's VAT manager – contact charles.nixon@staffordshire.gov.uk

Room Hire other than Sporting or Recreation

Charges for use of Education premises as polling stations are not subject to VAT.

Charges for Halls, classrooms, cloakrooms are normally exempt from VAT where no additional facilities are provided. However, please refer to note 3 below if the rooms can in any way be construed as being equipped for Sports or for taking part in Physical Recreation. If in doubt seek advice.

Where additional facilities (e.g. catering facilities) are provided in conjunction with the letting of rooms or the letting is for the hire of sports facilities these should be separately identified and invoiced at standard rate.

Hire of Facilities for Sport and Physical Recreation

The short term hire of sports grounds and premises designed or adapted for playing any sport or taking part in physical recreation is generally a standard rated supply. Premises count as sports facilities if they are designed or adapted for playing any sport or taking part in physical recreation, i.e. if they have fixed basketball nets for instance. The presence of floor marking for say Badminton does not however mean that a general purpose hall would necessarily be construed as representing sports facilities but where the Hall is hired for sporting purposes the hire should of course be standard rated. Changing rooms hired incidentally to sports facilities carry the same liability as the sports facility itself.

Certain lets of sports facilities are exempt where the granting of the facilities is for:-

- a) a continuous period of use exceeding twenty-four hours:
or
- b) a series of ten or more periods, whether or not exceeding twenty-four hours in total, where the following condition are satisfied:
 - i) each period is in respect of the same activity carried on at the same place;
 - ii) the interval between each period is not less than one day and not more than fourteen days;
 - iii) the hire charge is paid for the whole series and is so evidenced in the written agreement;
 - iv) the grantee has exclusive use of the facilities;and
- v) the grantee is a school, an association, a club or an organisation representing affiliated clubs or constituent associations (i.e. is a non-profit making voluntary body).

All other lettings for periods of use of twenty-four hours or less will be standard rated.

Policy agreed by The Governing Body Jan 2020

Policy to be next reviewed in January 2021



Mr. G. Tomblin

Chair of Governors. January 2020.