



Chapelford Village Primary School

Lettings Policy

This policy is linked to:

- Safeguarding & Child protection
- Health and Safety Policy

Learn

Achieve

Respect

Chapelford Village Primary School

Santa Rosa Boulevard

Warrington

WA5 3AL

Telephone: 01925 712554

Email: Chapelford_admin@omegamat.co.uk

POLICY

DOCUMENT STATUS

Approved by:	CVPS Governing Body	Date:	Summer 2021
Last reviewed on:	Summer 2021		
Next review due by:	Summer 2022		

Contents:

Statement of intent

1. Legal framework
2. Roles and responsibilities
3. Emergencies and health and safety
4. The lettings process
5. VAT
6. Safeguarding
7. Fees
8. Using the site
9. Equipment
10. Advertising Space
11. Monitoring and review

Appendices

- a) Premises application form
- b) Lettings during the coronavirus (COVID-19) pandemic

Statement of intent

Chapelford Village Primary School aims to maximise the use of all its facilities. The intended purpose of the school's facilities is to benefit the school community; however, the school understands that extending the use of the premises to the wider community allows us to maximise our income and provide an advantage to the clubs and groups who will use our facilities.

The school endeavours to positively contribute to increasing participation in activities taking place in the local community.

This policy clearly sets out the rules and procedures the school expects hirers to follow when using the facilities from 1st September 2021.

Signed by:

_____	Headteacher	Date:	_____
_____	Chair of governors	Date:	_____

1. Legal framework

1.1. This policy has due regard to the relevant legislation, including, but not limited to, the following:

- The School Premises (England) Regulations 2012
- Health and Safety at Work etc. Act 1974
- The Health and Safety (First-Aid) Regulations 1981
- Education Act 1996
- The Control of Asbestos Regulations 2012
- The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) 2013
- Value Added Tax Act 1994

1.2. This policy has due regard to the relevant guidance including, but not limited to, the following:

- DfE (2018) 'Advice on standards for school premises'
- DfE (2015) 'The Prevent duty'
- HMRC (2020) 'Land and property (VAT Notice 742)'
- HMRC (2019) 'Education and vocational training' (VAT Notice 701/30)

1.3. This policy operates in conjunction with the following school policies:

- First Aid Policy
- Health and Safety Policy
- Child Protection and Safeguarding Policy
- CCTV Policy

2. Roles and responsibilities

2.1. The local governing body, or its delegated committee, is responsible for:

- Overseeing the marketing of the facilities to ensure their use is maximised.
- Working with the headteacher to ensure all relevant policies and procedures are implemented and made available to hirers.
- Agreeing fair prices to charge for using the premises: these will reflect the condition of the facilities but remain competitive enough to be accessible to the wider community.
- Ensuring the costs of any bills, e.g. electricity and water, that may be attributed to the use of the premises are covered.

2.2. The headteacher is responsible for:

- Ensuring compliance with the premises licence.
- Acting as or appointing a designated premises supervisor.

- Working with the school to assess whether or not the premises is suitable for hire in its current condition.
- Ensuring the school has the correct insurance for hiring out the premises.
- Checking the hirer has adequate public liability insurance.
- Accepting and rejecting applications to hire the premises.
- Working with the site team to ensure the premises is fit for use by hirers.
- Ensuring hirers familiarise themselves with any relevant policies and procedures, e.g. the First Aid Policy and Fire Evacuation Procedures.
- Reviewing and, where necessary, amending the School Premises Risk Assessment to help ensure the safety of the hirer and their visitors.
- Reviewing the relevant safeguarding checks carried out by the hirer to ensure they comply with the requirements outlined in the Child Protection and Safeguarding Policy.

2.3. The site team are responsible for:

- Ensuring the facilities and equipment requested are clean and in a good working condition for each hirer.
- Working with the hirers to ensure high levels of security are maintained.
- Showing the hirers how to properly open the premises and secure and lock the premises after use (Keyholders only).
- Maintaining and checking equipment to ensure the general upkeep of the site and its facilities.
- Organising any repairs and/or replacement of equipment.

2.4. Hirers are responsible for:

- Ensuring the proper use of the facilities and equipment they have requested to use.
- Taking the necessary steps to ensure there is no damage to any equipment or furniture, or the building itself.
- Ensuring all related visitors and volunteers have signed in during their period of hire.
- Leaving the premises in a clean and tidy condition.
- Working with the site team to ensure that the premises is secure after use.
- Obtaining adequate public liability insurance.
- Providing the headteacher with proof that they hold a current and relevant insurance policy.
- Obtaining all necessary safeguarding checks where required, e.g. DBS checks, and providing proof of this to the headteacher.

- Reading the Child Protection and Safeguarding Policy and other relevant safeguarding procedures, and ensuring they understand the rules and procedures detailed within.
- Informing the headteacher of the activities that will be undertaken on the premises and of any changes to these activities.
- Reviewing and adhering to the Premises Risk Assessment.

3. Emergencies and health and safety

- 3.1. The site team and headteacher will undertake relevant risk assessments for the suitability of the site before activities are carried out on the premises, to ensure the safety of the hirer and any additional visitors.
- 3.2. Hirers will conduct their own risk assessments for their activities.
- 3.3. In case of an emergency, the on-site telephones can be used to call the emergency services.
- 3.4. All hirers will be advised to have access to at least one mobile telephone that can be used to call the emergency services, should the on-site telephones not be accessible.
- 3.5. The site team will check first aid kits weekly to ensure their stock levels remain high and, where necessary, restock the first aid kits with the relevant items.
- 3.6. The site team will show hirers where first aid kits are, should they be required.
- 3.7. Hirers will be responsible for ensuring they have a trained first aider on site during the times they use the premises.
- 3.8. Smoking will not be permitted on the premises at any time.
- 3.9. Alcohol will not be brought on to, or consumed on, the premises unless the school holds a licence to sell alcohol and this has been agreed in writing by the headteacher.
- 3.10. The hirer will familiarise themselves with the Emergency Evacuation Procedures and other relevant risk assessments before using the premises.
- 3.11. The hirer will be shown the school's fire exits and evacuation points by the site team prior to the first hire date.

4. The lettings process

- 4.1. Potential hirers will contact the school at least four weeks before they wish to use the premises.
- 4.2. Prospective hirers can apply through an application form which will be submitted in writing to the school office or emailed to sbm@chapelfordvillageprimary.co.uk

- 4.3. For regular hire, only one application form needs to be submitted; however, all the requested dates will be noted.
- 4.4. Hirers will explain their desired use of the premises when completing their application form.
- 4.5. After receiving an application to use the school's premises, the headteacher will speak to the local governing body about whether the premises are suitable for the hirer's needs.
- 4.6. If the application is rejected, the headteacher will contact the applicant, either by telephone or email, to clarify the school's response and outline the reasons for rejection.
- 4.7. Fees can be paid via bank transfer. The hirer will state how they intend to pay in their application form.
- 4.8. Sub-letting of any form is strictly prohibited. If the school receives any evidence pertaining to plans to sub-let the school premises, all bookings the hirer has made with the school will be cancelled.
- 4.9. If the school intends to sub-let part of the site to a commercial business, it will seek permission from the ESFA and complete a property information note (PIN).
- 4.10. Lettings are subject to a notice period of 24 months from both parties. Should circumstances arise where the notice period outlined above cannot be met this will need to be discussed and agreed by the School Leaders in consultation with the Local Governing Body. This may incur a notice fee.

5. VAT

- 5.1. Letting out facilities will generally be standard-rated, although the letting will be VAT exempt in certain circumstances, provided the school has not opted to tax. These circumstances include:
 - A single, continuous let period of over 24 hours to the same individual.
 - A let of a series of sessions to the same individual where:
 - The series is of at least ten sessions.
 - Each session is for the same sport or activity.
 - Each session is in the same place.
 - The interval between each session is at least 1 day, but not more than 14 days.
 - The series is paid for as a whole with written evidence to that fact.
 - Where the school will be providing education free of charge.

6. Safeguarding

- 6.1. Organisations submitting a lettings request involving working with children and/or young people will submit a signed copy of their current Child Protection and Safeguarding Policy.
- 6.2. All hirers must state the purpose of the hire. Each application will be vetted by the DSL and any concerns will be reported to the local governing body prior to approval.
- 6.3. When determining whether to approve an application; the local governing body will consider the following factors:
 - The type of activity
 - Possible interferences with school activities
 - The availability of facilities
 - The availability of staff
 - Health and safety considerations
 - The school's duties with regard to the prevention of terrorism and radicalisation
 - Whether the letting is deemed compatible with the ethos of the school
- 6.4. An application will not be approved if it:
 - Is aimed at promoting extremist views.
 - Involves the dissemination of inappropriate materials.
 - Contravenes the statutory Prevent duty.
 - Is likely to cause offence to public taste and decency (except where this is, in the opinion of the school, balanced or outweighed by freedom of expression of artistic merit).
- 6.5. The headteacher will file an incident report form if they have reason to believe that the letting has been used for political purposes not previously authorised, the dissemination of inappropriate material or any other purpose that contravenes the Prevent duty.
- 6.6. Where an individual group is found to be promoting views in contravention of the school's Prevent duty, the person or group is guilty of an offence, under the Education Act 1996, the school will contact the police/school security who will remove the person or group from school premises.
- 6.7. All hirers will read and review the school's Child Protection and Safeguarding Policy.

7. Fees

- 7.1. Hirers should give the school at least 5 days' notice if they wish to cancel their booking.
- 7.2. School staff, on behalf of the school, reserve the right to refuse access to the premises hired if the whole fees have not been paid.
- 7.3. In the event any fees are outstanding after the hirer has used the premises, their organisation will be barred from using any facilities controlled by the school until they have paid the full amount.
- 7.4. The school reserves the right to take legal action should any outstanding fees remain unpaid for 30 days after hiring.
- 7.5. Should any equipment, including items that have not been requested, be damaged, lost or stolen whilst under the hirer's care, the school reserves the right to charge for repairing or replacing the equipment.

8. Using the site

- 8.1. The hirer will liaise with the site team to ensure the school remains secure before, during and after use.
- 8.2. Hirers will be given an emergency contact number for the site manager in case of any security breach or emergency.
- 8.3. The premises will not be available to hirers after 10:00pm, to avoid any noise complaints from neighbouring residents.
- 8.4. Keys or security codes will not be passed to any hirer or other person without written permission from the local governing body.
- 8.5. The site team will ensure the site is clean and secure ready for the next day.
- 8.6. The school uses a 'three strike rule' when handling complaints lodged against hirers.
 - Strike one – hirers will receive a verbal warning about their conduct on the property and be warned that repeated offences will result in their booking privileges being suspended.
 - Strike two – hirers will receive a second verbal warning and a letter explaining that the school takes a zero-tolerance approach inappropriate behaviour. This letter will outline that any fines for the behaviour that the school is issued may be passed on to the hirer if there is sufficient evidence to do so.
 - Strike three – the hirer will be barred from booking the school premises for any activity for a period of two months. The school also expects the hirer to issue an apology to the school and complainant in writing.

- 8.7. The use of public announcement systems and loudspeakers must be agreed with the headteacher and site team, this agreement must include a maximum noise level which is not to be exceeded.
- 8.8. The school's car park is available to hirers during their time on the premises; however, the school will not accept responsibility for any loss, damage or accident that may occur whilst the car park is in use.
- 8.9. Hirers will only use the car parking spaces allocated and, should any additional spaces be required, the site team will find suitable spaces on the premises for additional parking.
- 8.10. In the event additional parking is required, the site team will ensure the school premises remain accessible to the emergency services, should they be required.

9. Equipment

- 9.1. Hirers will identify any equipment they require from the school and detail this in their application form; hirers must seek permission from the school to use any additional equipment once the form has been submitted.
- 9.2. Furniture and fittings will not be removed or interfered with in any way, unless permission has been granted by the site team or headteacher. In the event permission has been granted, the site team will oversee the move.
- 9.3. If a furniture move has been agreed, the hirer and site team will negotiate restoring the premises back to its original state.
- 9.4. Any damage to equipment, furniture or the building will result in the hirer being charged the cost of any repairs or replacements.
- 9.5. Any seating provided is limited to the number of chairs on the premises.
- 9.6. Hirers are allowed to bring their own equipment on to the premises; however, they will be required to acknowledge this in their application forms.
- 9.7. The school cannot be considered responsible if any of the hirer's equipment is damaged, stolen or lost whilst being used on the premises.
- 9.8. CCTV systems will be used to monitor events and identify incidents taking place whilst the premises are in use, in accordance with the school's CCTV Policy.
- 9.9. Hirers will report any stolen or missing equipment to the site team immediately.
- 9.10. Risk assessments for manual handling will be carried out by the headteacher and site manager in accordance with the Manual Handling Policy.

9.11. Food and drink may be prepared on the premises; however, hirers must seek direct permission from the school.

9.12. The hirer will prepare food and drink in line with current food and hygiene regulations.

9.13. Hirers will be responsible for arranging any additional licences that are required to the nature of their activities, e.g. a music licence or licence to sell alcohol.

9.14. Hirers will not bring animals onto the premises without permission from the headteacher.

10. Advertising Space

10.1. Hirers will be allocated advertising space for their respective businesses on the school grounds, with a maximum of two banners. Request of advertising and specific placement of the advertising is subject to agreement prior to the ad

11. Monitoring and review

11.1. This policy is reviewed annually by the local governing body and the headteacher.

11.2. The scheduled review date for this policy is July 2022.

Premises application form

Name:	
Address (for invoicing purposes):	
Organisation:	
Contact number:	
Emergency Contact: (in the event of an onsite emergency)	
Email address:	
Requirements	
Date of hiring:	
Time of hiring:	
Room(s):	
Equipment needed:	
Details of any equipment you will be using on the premises:	
Purpose	
Details of the event:	

<p>Will you be working with children and/or young people?</p> <p>If yes, have you attached a copy of your Child Protection Policy?</p>	
<p>Expected attendance:</p>	
<p>Please provide a list of all individuals who will be working on the premises:</p>	
<p>Please provide a copy of your public liability insurance policy:</p>	
<p>Please provide a copy of your risk assessment:</p>	
<p>Please provide a copy of your first aid certificate:</p>	
<p>By signing this document, I acknowledge that I have read, understood and agree to the terms of this Lettings Policy.</p> <p>I acknowledge that my signature confirms all the details in this application form are correct.</p>	
<p>Signed:</p>	
<p>Date:</p>	

Applicants should expect a receipt of delivery from the headteacher within one working day and will receive an answer to their request via phone or email from Chapelford Village Primary School within 5 working days.

School will provide prior to hire:

H& S Policy
 Emergency Evacuation Procedures
 Safeguarding Procedures

Scale of Charges

The capacity and rates for hiring each area are as follows:

AREA	CAPACITY	COST
Main Hall	100 seated at tables 165 seated in rows	Private Use £20.00 per first hour, £12.50 additional hours Community Use £16.00 per first hour, £12.00 additional hours
Community Hall	50 seated at tables 90 seated in rows	Private Use £20.00 per first hour, £12.50 additional hours Community Use £16.00 per first hour, £12.00 additional hours
Meeting Room	24 with tables	£100 full day £50 Half Day Including light Refreshments Buffet additional charge on request
Forest School		£10 per first hour, £8 additional hours.
One Off Event Bookings	This comprises of a letting of up to 3 hours access time which includes setting up and cleaning up.	£70 for 3 hours Followed by £12 per additional hour
Changing Rooms including referees room	30 per changing rooms	On Request
School Playing fields	n/a	On Request

Lettings during the coronavirus (COVID-19) pandemic

This appendix has been provided to cover the lettings arrangements during the coronavirus (COVID-19) pandemic.

Please note: we will continue to review this appendix in line with the latest national guidance. Schools should ensure this appendix reflects all current local guidelines. No detailed guidance has been released about school lettings during the second national lockdown due to begin on 5 November 2020. We will update this appendix as soon as guidance has been released.

1. Statement of intent

At Chapelford Village Primary School, we recognise the importance of providing a safe environment for our pupils, staff and community alike. This appendix outlines the school's approach to letting the premises during the coronavirus outbreak, and the procedures that the school has put in place to mitigate risks. All hirers should have due regard for the procedures outlined within this policy.

2. Legal framework

2.1. This policy has due regard for relevant legislation and guidance, including, but not limited to, the following:

- DfE (2020) 'Safe working in education, childcare and children's social care'
- DfE (2020) 'Guidance for full opening: schools'
- DBEIS and DCMS (2020) 'Working safely during coronavirus (COVID-19): Providers of grassroots sport and gym/leisure facilities'

2.2. This policy operates in conjunction with the following school policies:

- Social Distancing Policy
- Infection Control Policy
- Visitors Policy
- Health and Safety Policy

3. Cancellation

3.1. The school will amend its cancellation policy to ensure both the school and any hirers are fairly treated in the case of a cancellation due to coronavirus.

4. Risk management

Social distancing

4.1. The school will have due regard for the legal gathering limits that apply to the site's local area at all times.

- 4.2. The school, however, will permit organised indoor sport for people with disabilities, sport for educational purposes and supervised sporting activities for under-18s to continue in groups of any number.
- 4.3. The site team will ensure that, if there is more than one group using different parts of the site, groups do not come into contact with one another.
- 4.4. Social distancing signage will be displayed around the site.
- 4.5. Any individual or group found to be deliberately breaching social distancing rules will be asked to leave the site immediately.

Infection control

- 4.6. Infection control measures will be implemented throughout the site, in line with the school's Infection Control Policy.
- 4.7. Separate toilet facilities will be provided for hirers and any members of their party, where possible.
- 4.8. All facilities will be thoroughly cleaned in line with the school's Cleaning Policy between uses by different groups and after use.
- 4.9. The school will encourage hirers to arrive and leave in the clothing required for the activity, e.g. sports kit, where possible.

Precautionary measures

- 4.10. The school will ensure it takes the details of all hirers and members of their party prior to allowing them onto the site, to comply with NHS Test and Trace.
- 4.11. The school will store any details taken in line with the Records Management Policy and Data Protection Policy.
- 4.12. The school will provide all hirers with copies of all the relevant policies and procedures prior to allowing them to use the site, including:
 - Infection Control Policy
 - Social Distancing Policy
- 4.13. The school will ensure all hirers undertake an appropriate risk assessment for the activity they will be using the site for.
- 4.14. If the school is not satisfied with the risk assessment undertaken by the hirer, they will not be permitted to hire the site.

5. Hirer responsibilities

- 5.1. The hirer will provide their details and details of anyone in their party to the school prior to using the site, to ensure it complies with NHS Test and Trace.
- 5.2. The hirer will ensure all members of their party have read and understood the relevant policies prior to using the site.

- 5.3. The hirer will have due regard for public health advice when undertaking activities on the site.
- 5.4. The hirer will ensure they contact all members of their party 24 hours prior to using the site to ensure they are not displaying symptoms of coronavirus.
- 5.5. Any member of the party who has returned from a country requiring quarantine upon return to the UK in the last 14 days will not attend the site.
- 5.6. Any individuals displaying symptoms of coronavirus do not attend the site.
- 5.7. If an individual from any group begins to display coronavirus symptoms within 14 days of attending the site, they notify the school immediately.
- 5.8. Hirers will clean any equipment or surfaces used after they have finished any activities.
- 5.9. If individuals develop symptoms of coronavirus whilst on the site, they leave the site immediately and the school follows the Managing Individuals with Coronavirus (COVID-19) Symptoms and Cases of Coronavirus in School Flowcharts.
- 5.10. Any individuals arriving on the site will be asked to sign a declaration form to state that they do not have symptoms of coronavirus and do not live with anyone displaying coronavirus symptoms.

6. Monitoring and review

- 6.1. The headteacher and Site Team review this policy annex continually during the coronavirus pandemic.