



Ormskirk School

Opportunity. Resilience. Respect.

Lettings Policy

Date: September 2020

Review date: September 2021



ORMSKIRK SCHOOL LETTINGS POLICY 2020

The Governing Body should regard the school buildings and grounds as a community asset and should make every reasonable effort to enable them to be used as much as possible. However, the overriding aim of the Governing Body should be to support the school in providing the best possible education for its pupils, and any lettings of the premises to outside organisations should be considered with this in mind.

The Governing Body actively encourages community use of the school buildings. However, it reserves the right to refuse any lettings it may choose.

The Governing Body engage the services of Endeavour Community to provide a management service for all lettings of the school premises for which a Service Agreement is in place (Appendix A). The Service Agreement will be reviewed annually.

The hirer must be willing to meet with school officials (Endeavour Community) and provide details of their aims and objectives.

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.

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.

When the premises are being used outside of normal school hours Endeavour Community staff will be on site. A nominated key holder will also be on call as an emergency contact.

A Letting Application / Indemnity Form must be completed by all applicants, the process for application and agreement of all terms at Ormskirk School is via the Endeavour Community Online booking system: www.ormskirk.schoolhire.co.uk. 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.

No lettings will be approved giving the user exclusive possession. (note: this is a legal requirement, not to be confused with a sole letting)

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.

All hirers must comply with health & safety legislation.

The hirer is responsible for ensuring that DBS checks have been undertaken where appropriate.

Arrangements for payment of each letting will be made in advance with the hirer concerned in accordance with Endeavour Community and schools' policies and procedures.

Lettings Procedures /Guidance

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.

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. 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).

The person signing the lettings form will be considered the hirer and it will be deemed they agree to ensure compliance with the policy and procedures.

Health & Safety:

- Smoking is not allowed on the school grounds
- The hirer must inform Endeavour Community of any incidents, accidents or injuries which take place on the school premises as soon as possible, either in person, by phone or by e-mail
- Hirers must familiarise themselves with fire exits, location of fire extinguishers and fire alarms
- Hirers must speak to a member of staff on duty if they have any concerns relating to any aspect of health and safety

In the event of a fire:

- The hirer must sound the fire alarm and call the fire service
- All users must evacuate the building via the nearest fire exit, muster at the designated point (rear playground) and take a roll call to ensure all their party are accounted for
- Users must not re-enter the building until the 'all clear' has been given - the fire service will give this
- Fire appliances must not be removed or tampered with other than for firefighting purposes
- Fire exits must not be blocked or locked, nor should furniture, equipment or other obstructions be placed in corridors or exit routes during the hiring

Portable Electrical Equipment:

- All portable electrical equipment must be safe, PAT compliant, be visually inspected before being used and should not be used if damaged or defective in any way
- Portable Appliance Testing Certificates, issued by a competent person, must be held for all items over 12 months old and should be produced on demand
- Flexible cables should be kept as short as possible and should only be used if fully unwound from reels or drums before use and care taken to ensure cables do not form a trip hazard
- Electrical appliances and cables are not to be used in wet conditions
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Use of facilities:

- Hirers must report to a member of Endeavour Community staff upon arrival
- Hirers must ask their users to park in the designated areas only and use the designated entrances as requested
- The hirer must use only that part of the building hired and must observe any instructions given by the staff of Endeavour Community.
- The premises must not be used other than for the purpose approved, nor exceed the time or period authorised
- The hirer is not entitled to use or enter the premises at other than the agreed times, unless prior arrangements have been made with the school
- When hiring the field or all weather pitch the hirer should consider the need for changing facilities and toilets
- Hirers using the sports facilities will have access to the changing facilities /toilets in the sports centre
- Should children be present, adults must directly supervise them at all times
- The hirer shall be responsible for ensuring that good order is kept on the premises immediately before, during and immediately after the agreed period of use
- The school reserves the right to have a representative at any function, inspect the proceedings at any time or put a stop to any entertainment or meeting not properly conducted or liable to cause offence
- It is the responsibility of the hirer to provide first aid equipment and trained personnel
- Hirers must use footwear that will not damage or mark the floor or synthetic pitch and are liable for ensuring their users wear suitable footwear for the surface they are using
- Flavoured, fizzy and /or hot drinks and food must not be taken in to the sports hall or synthetic pitch at any time
- There will be a time slot required for each booking to vacate the hall, court, pitch, etc. before the end of each session
- Fire exits and all other doorways must be left clear at all times
- All scenery, costumes and drapes used for stage performances or the like should be of a fire-resistant material
- The hirer is responsible for ensuring the premises are left in a clean and tidy condition, including replacing any furniture that may have been moved and taking all rubbish off site
- Charges will be agreed with the hirers in advance of the hire taking place.

- For large or regular bookings, discounts may be available – please contact Endeavour Community with your requirements
- There may be small additional charges for the use of specialist equipment
- Hirers must adhere to Government guidelines regarding Covid-19, social distancing and safety on site.
- Endeavour Community to collect and review individual club risk assessments in relation to Covid-19 to ensure track and trace are in place.
- All user groups are required to complete and sign a disclaimer indicating:
 1. None of the team/group have not been abroad to an area of restricted travel and are therefore not required to quarantine at the time of using the facilities.
 2. No member of either the team/group or their households, are displaying symptoms of COVID-19 as per NHS/PHE guidance at the time of using the facilities.
- Use of school facilities may be reduced during COVID pandemic. Toilets and changing rooms may be closed to members of the public subject to staffing and cleaning following use. All hirers to adhere to guidelines. School or Endeavour Community reserve the right to refuse clubs and its members should they fail to adhere to this policy.

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.

The Governing Body reserves the right to cancel a letting in the event of the school being required for use as a Polling station, a Parliamentary or Local Government election, Parents' Evening, Awards evening or Open evening or school performances.

All fees will be in line with an agreed tariff which is approved in conjunction with Endeavour Community. The Governing Body and Headteacher reserve the right to waiver or reduce hire charges for link schools and voluntary groups etc.

The lettings policy is reviewed annually.