



St Bartholomew's Church of England Primary School

# Lettings Policy

| <b>Action</b>        | <b>Date</b>  |
|----------------------|--------------|
| Document reviewed    | October 2024 |
| Reviewed By          | Sarah Irvine |
| Adopted by Governors | October 2024 |
| Next Review Date     | October 2025 |



## **St Bartholomew's C of E (VA) Primary School**

*Follow Jesus in all we do.*

### **School Vision**

We seek to ensure that by following Jesus, each individual is inspired to shine in all areas of their educational and spiritual development.

'For I know the plans I have for you,' declares the LORD, "plans to prosper you and not to harm you, plans to give you hope and a future.'" (Jeremiah 29:11)

### **Mission Statement**

Follow Jesus in all we do.

'When Jesus spoke again to the people, he said, "I am the light of the world. Whoever follows me will never walk in darkness but will have the light of life.'" (John 8:12)

### **Core Values**

Our school is underpinned by 6 core values

#### Courage

'Be strong and courageous; do not be frightened or dismayed, for the Lord your God is with you wherever you go.' (Joshua 1.9)

#### Friendship

'Love each other as I have loved you.' (John 15:12)

#### Service

'Serve one another in love' (Galatians 5.13)

#### Forgiveness

'Do not judge, and you will not be judged. Do not condemn, and you will not be condemned. Forgive, and you will be forgiven' (Luke 6:37)

#### Justice

'And what does the LORD require of you? To act justly and to love mercy and to walk humbly with your God.' (Micah 6:9)

#### Love

'Give thanks to the Lord, for he is good; his love endures forever.' (Chronicles 16:34)



## **Introduction**

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, although this situation may be reviewed in light of any potential health and safety requirements during a Covid-19 or similar outbreak. 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 school's delegated budget (which is provided for the education of its pupils) should not be used to subsidise lettings by community or commercial organisations. Charges should be levied to meet the additional costs incurred by the school in respect of lettings of the premises. Within this framework, schools may charge some organisations more than cost and subsidise other users provided that overall charges for community use at least cover additional costs.

## **Definition of a Letting**

A letting may be defined as '*any use of the school premises (buildings and grounds) by either a community group (such as a local music group or football team), or a commercial organisation (such as a local branch of 'Weight Watchers')*'. A letting must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

Use of premises for activities such as staff meetings, parents' meetings, Governing Body meetings and extra-curricular activities of pupils supervised by school staff, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school's delegated budget.

## **Lettings Policy**

The Governing Body is responsible for adopting a lettings policy for the use of the school premises. A draft policy is provided at Appendix A. This should be reviewed on an annual basis. Charges to be levied should include the following:

- Cost of services (heating and lighting)
- Cost of staffing (additional security, caretaking and cleaning) – including "on-costs"
- Cost of administration
- Cost of "wear and tear"
- Cost of use of school equipment (if applicable)
- Profit element (if appropriate).

Where there are multiple lettings taking place at the same time, the costs for services and staffing may be shared between the organisations involved.

## **VAT**

In general, the lettings of rooms for non-sporting activities is exempt of VAT, whereas sports lettings are subject to VAT (although there are exemptions under certain circumstances).

The VAT regulations for sports lettings are included in the lettings application form at Appendix B (para 5). Guidance can be found on the schools' Portal at:-

[https://schoolportal.lancsngfl.ac.uk/view\\_sp.asp?siteid=733&pageid=14399&e=e](https://schoolportal.lancsngfl.ac.uk/view_sp.asp?siteid=733&pageid=14399&e=e)

For further advice on VAT relating to lettings, please contact the County Council's VAT Team (Tel. 01772 531636).

### **Insurance**

The school must ensure that the hirer has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. The minimum limit for this insurance cover is £5 million. The hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.

Neither the school, nor the Local Education Authority, will be responsible for any injury to persons or damage to property arising out of the letting of the premises.

### **Management of Lettings**

The Headteacher is responsible for the management of lettings, in accordance with the Governing Body's policy, together with the [guidance on Keeping children safe in out-of-school settings](#) which details the safeguarding arrangements that schools and colleges should expect these providers to have in place. Where appropriate, the Headteacher may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process. Schools should take appropriate safeguarding advice, transfer of control information and guidance, including a draft written agreement of safeguarding responsibilities for a third party provider using a school site is available from the school safeguarding team.

The Administrative Process

Organisations seeking to hire the school premises should approach the Headteacher (*or other designated member of staff*), who will identify their requirements and clarify the facilities available. A lettings application form (Appendix B) should be completed at this stage.

Once a letting has been approved, a letter of confirmation should be sent to the hirer, setting out full details of the letting and enclosing a copy of the terms and conditions of the hire agreement. The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the Governing Body's current scale of charges. (*Schools may wish to seek payment in advance in order to reduce any possible bad debts*).

All lettings fees which are received by the school should be paid into the school's budget in order to offset the costs of services, staffing etc (which are funded from the school's delegated budget). Income and expenditure associated with lettings should be regularly monitored to ensure that at least a "break even" situation is being achieved.

For long term lettings application forms should also be reconsidered on an annual basis.

**Appendix B**

|                                                                     |
|---------------------------------------------------------------------|
| <p>USE OF SCHOOL PREMISES<br/><b>APPLICATION FORM NO:</b> _____</p> |
|---------------------------------------------------------------------|

**1 Name of Organisation:** \_\_\_\_\_

**Name of Applicant:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Telephone:** \_\_\_\_\_

**2 Name and address of person to be billed if not same as 1:** \_\_\_\_\_  
\_\_\_\_\_

**3 Details of premises required:**

**(a) Name of School:** \_\_\_\_\_

**(b) Date(s) required:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(c) Accommodation Required.**

| Type of Accommodation                                  | Tick if Required | Time Required |    |
|--------------------------------------------------------|------------------|---------------|----|
|                                                        |                  | From          | To |
| <b>Classroom</b> <i>(Please state how many needed)</i> |                  |               |    |
| <b>Assembly Hall</b>                                   |                  |               |    |
| <b>School Yard</b>                                     |                  |               |    |
|                                                        |                  |               |    |
| <b>Please state here any additional requirements</b>   |                  |               |    |
|                                                        |                  |               |    |
|                                                        |                  |               |    |
|                                                        |                  |               |    |
|                                                        |                  |               |    |
|                                                        |                  |               |    |

**4 Purpose for which accommodation/premises are required:** \_\_\_\_\_

**(a) If the letting is of a commercial nature, please supply details:** \_\_\_\_\_

**(b) Will the general public be admitted?**       YES\*    NO      *(delete as appropriate)*

**(c) Details of admission charges:** \_\_\_\_\_

**(d) Is copyright music to be performed?**       YES\*    NO      *(delete as appropriate)*

**(e) Will the use of a piano be required?**       YES\*    NO      *(delete as appropriate)*

**(f) Approximate number of people attending:**     

**(g) Is alcohol to be served**       YES\*    NO      *(delete as appropriate)*

**(h) Do you intend to use/bring into the premises any additional electrical equipment:**  
**(see note 6 below)**       YES\*    NO      *(delete as appropriate)*

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

## 5 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: \_\_\_\_\_

**6 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).

**Signature** \_\_\_\_\_

**Designation** \_\_\_\_\_

**Date** \_\_\_\_\_



SCHOOL USE ONLY

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

|     |    |                                |
|-----|----|--------------------------------|
| YES | NO | <i>(delete as appropriate)</i> |
|-----|----|--------------------------------|

2 The Governors have determined that this will be:-

(a) A free letting 

|     |    |
|-----|----|
| YES | NO |
|-----|----|

*(delete as appropriate)*

(b) A chargeable letting at a cost of £..... per hour/session Plus VAT where applicable

3 Lettings income will be collected \* by the school / by the Authority on our behalf. \* *(delete as appropriate)*

Signed .....  
(Headteacher)