



WHITEFIELD PRIMARY SCHOOL

LETTINGS POLICY

Date of Original Policy: April 2015 **Last Reviewed:** May 2022 **Next Review:** May 2023

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. The hirer must be willing to meet with school officials and provide details of their aims and objectives.
3. 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.
4. 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 and classed as the 'keyholder'.
5. The 'keyholder' must always advise the SBM by email if they have passed the 'keyholder' responsibility to another member of their organisation and for what duration. This must be agreed by the SBM in advance.
6. The keyholder must ONLY access the school during the times/days agreed in the lettings agreement.
7. The keyholder must ensure that all windows and doors open during the session are closed and that school is secure on leaving. Any costs incurred to the school for alarm call outs due to windows and doors not have been secured will be passed onto the hirer.
8. The hire agreement is for the premises only as indicated in the agreement and does not include the use of other areas of the school or school equipment, unless previously agreed and included in this agreement.
9. The SBM 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.
10. 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.
11. No lettings will be approved giving the user exclusive possession. (note: this is a legal requirement, not to be confused with a sole letting)
12. 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.

13. All hirers must comply with health and safety legislation.
14. The hirer is responsible for ensuring that DBS checks have been undertaken where appropriate.
15. Payment for each letting needs to be made directly to the school bank account, half-termly in advance. If payment for letting is not made the letting agreement will be retracted forthwith and the keys must be returned. Collection of debt will be referred to LCC debt collection department.
16. Smoking and dogs are not allowed on the premises in line with LCC policy.
17. The playground must not be used as a car park and parking for unloading is restricted only to the paved area in front of the main entrance (please be aware the manhole cover is not suitable for the weight of cars).
18. Arrangements for the payment of each letting will be made in advance.
19. Smoking is not allowed on the premises in line with school policy.
20. 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.
21. All hirers must ensure that the premises and the equipment is treated respectfully by their staff and users and must leave the hired premises in the same condition that it was found (this includes emptying bins). Any problems must be reported to the SBM by email immediately.
22. The hirer is responsible to cover the cost of any damage that has been caused to the premises or the equipment during their letting period (please see the attached Agreement and Indemnity form). This will also include any damage incurred should the school not have been left secure after your session.
23. Any electrical items used on the school premises must be PAT tested on an annual basis and display a valid label. The equipment must be listed in the attached application form.

**USE OF SCHOOL PREMISES
APPLICATION FORM NO:**

1 **Name of Organisation:** _____
Name of Applicant: _____
Address: _____

Email: _____ **Telephone:** _____

2 **Name, address and email of person to be billed if not same as 1:** _____

3 **Purpose of Letting:** _____

4 (a) **Name of School:** _____

(b) **Date(s) required:** _____

(c) Accommodation Required.

TYPE OF ACCOMMODATION	TICK IF REQUIRED	-----	
		FROM	TO
Classroom Number Required: <input style="width: 50px;" type="text"/>			
Assembly Hall			
Kitchen			
Acorn Room			
KS1 playground			
KS2 playground			
Field			
Seven aside football pitch			
Sports Track			
Please state here any additional requirements			

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
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(delete as appropriate)

(c) Details of admission charges: _____

(d) Is copyright music to be performed?

YES*	NO
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(delete as appropriate)

(e) Will the use of a piano be required?

YES*	NO
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(delete as appropriate)

(f) Approximate number of people attending:

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(g) Is alcohol to be served

YES*	NO
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(delete as appropriate)

(h) Do you intend to use/bring into the premises any additional electrical equipment:
(see note 6 below)

YES*	NO
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(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: _____

OM 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
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 (delete as appropriate)

2 The Governors have determined that this will be:-

(a) A free letting

YES	NO
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 (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)

