



Ribby With Wrea Endowed C.E.  
Primary School

# Lettings Policy

Dated: 2010

Review Date: Sept 17

Reviewed by S Robson

Reviewed Sept 2017, Reviewed Sept 18, reviewed Sept 19, Sept 2020, Sept 21, Nov 21, Sept 22, Sept 23, Sept 24, **Sept 25**





## Ribby with Wrea Endowed CE Primary School

### Our Mission Statement

*“To encourage all children to develop as confident lifelong learners, to be curious about the world around them and to achieve their full potential within our safe and caring Christian school family”.*

### LETTINGS POLICY (Draft LCC Guidelines adapted)

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, who may act as key holder for the duration of the hire. Such a person is deemed to be in charge and able to investigate any difficulties which may arise.
5. The Governing Body, through a dedicated person, 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. The dedicated person is usually the Headteacher.
6. 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.

7. No lettings will be approved giving the user exclusive possession. (note: this is a legal requirement, not to be confused with a sole letting)
8. No user should access the school internet without agreeing, understanding and signing an acceptable use policy.
9. 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.
10. All hirers must comply with health and safety legislation, including have all their own equipment PAT tested annually.
11. Any company or persons letting the school need to follow the schools safeguarding policy and procedures as displayed on the school website.
12. The hirer is responsible for checking that DBS checks have been undertaken where appropriate and necessary. A Transfer of Control Form shall be completed where the hirer's services are being publicised in any way by the school for its pupils to access.
13. Arrangements for the payment of each letting will be made in advance with the hirer concerned.
14. Smoking, including e cigarettes, is not allowed on the premises **or in school grounds** in line with school policy.
15. 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.

**USE OF SCHOOL PREMISES**

**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	TICK IF REQUIRED	TIME	
		FROM	TO
Classroom      Number Required: _____			
Assembly Hall			
Arts Theatre			
Sports Hall			
Gymnasium			
*Swimming/Learner Pool			
*Squash/Tennis Court			
*Netball/Playing/Cricket Pitch			
Running Track			

<b>ADDITIONAL</b>			
Changing room only			
Changing room and shower			

<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
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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)

(i) I agree to follow the schools safeguarding policy and procedures as displayed on the school website.

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: \_\_\_\_\_

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)