



BOWERHAM PRIMARY & NURSERY SCHOOL



Lettings Guidance & Policy

DATE: July 2021

Review date: July 2022

Stand tall, reach high, love learning

The Bowerham School community is proud to nurture aspiration, inspire love for life-long learning and prepare children for a changing society.

At Bowerham School we:

- Ensure all children have access to a fun and engaging, ambitious and creative curriculum that widens their life experiences
- Develop confident and independent learners with motivation, curiosity and a love of learning
- Ensure all children learn about and demonstrate the British Values of: tolerance, mutual respect, individual liberty, democracy and rule of law, while respecting differences including gender, ethnicity, religion and ability.
- Nurture, develop and challenge children to be aspirational and secure within themselves in order to prepare them for their future

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; 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. The school's Lettings 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 letting 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). For further advice on VAT relating to lettings, please contact the County Council’s VAT Officer Steve Williams (Tel. 01772 534811).

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 £2 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. 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.

The Administrative Process

Organisations seeking to hire the school premises should approach the Headteacher or Organisers of Extended Services, 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 (Appendix D). (*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 in to the school’s budget 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.

LETTINGS POLICY

Appendix A

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.
5. The Governing Body 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.
6. A Letting Application / Indemnity Form must be completed by ALL applicants. For long term lettings application forms will be reviewed on an annual basis.
7. To comply with safeguarding legislation all external providers must provide evidence (sight of the original document) of an enhanced DBS when working with children. The leader of the extended service activity is responsible for all safeguarding arrangements of their helpers and must provide school with these details on Appendix C. School will also require sight of the original documents for confirmation purposes.
8. Any hirer that uses the school must be properly insured and insurance documents must be attached to the application.
9. Arrangements for the payments of each letting will be made in advance with the hirer concerned. All rates start at arrival to the premises and its complete vacation.

The pricing structure is as follows:

Key status	One hour	1 to 2 hours	2 to 3 hours	Over 3 hours
Key holder	£12	£24	£36	For full listing breakdown see Appendix D
Non Key Holder	£15	£30	£45	

10. If a hirer needs to cancel a signed off letting then the following cancellation terms will apply:
Over 28 days – No charge
Over 14 days – 20% of total letting
Under 7 days - Full lettings charge
11. Smoking is not allowed on the premises in line with school policy.
12. 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.
13. I have read and understood all the following documents attached to this letting form. These are: Fire procedures, First Aid Procedures, Password use, Updated document request, Risk Assessment, Room usage notification and bill paying procedures, Key usage and times of opening and closing of premises according to the lettings form.

SIGNED.....Print name.....

ON BEHALF OF (Club).....

DATE.....

USE OF SCHOOL PREMISES APPLICATION FORM NO:
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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	FROM	TO
No of classrooms required			
Assembly Hall			
Arts Theatre			
Sports Hall with Toilet facilities			
Gymnasium			
Netball/Playing/Cricket Pitch			
Running Track			
MUGA (Multi Use Games Area)			
Please state here any additional requirements			
Notes			

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?
- (c) Details of admission charges:
- (d) Is copyright music to be performed?
- (e) Will the use of a piano be required?
- (f) Approximate number of people attending:
- (g) Will you need to provide Crèche facilities?
- (h) Is alcohol to be served?
- (i) Do you intend to use/bring into the premises any additional electrical equipment?

(see note 6 below)

Please provide Pat test information here.....

*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

The letting of school sports facilities is standard rated for VAT purposes. However, if all of the conditions are met, the letting may be treated as exempt:-

- (a) The series of letting is for 10 or more sessions.
- (b) Each session is for the same sport or activity.
- (c) Each session is at the same place.
- (d) The interval between each session is at least one day and not more than 14 days.
- (e) The contract is for the whole series. This must include evidence that payment is to be made in full for the series whether or not the right to use the facility for any specific session is actually exercised.

A formal agreement, exchange of letters or an invoice would be sufficient evidence.

Provision for a refund in the event of unforeseen non-availability of the facility would not break the Condition, but provision for a refund in other circumstances would. It is acceptable for payments to be made in instalments, provided that the full amount is paid whether or not the facilities are actually used on each occasion.

- (f) The facilities are let to a school, a club, association or an organisation representing affiliated clubs or constituent associations (such as a local league).
However, if the facilities are let to an individual or private organisation rather than any of the above, the exemption does not apply, even if the other conditions are met.
- (g) The organisation to which the facilities are let has exclusive use of them during the session.

I/WE HAVE READ THE CONDITIONS OUTLINED ABOVE AND APPLY TO BE EXEMPT FROM PAYING VAT AS WE DO FULFIL THE 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".

(The hirer should produce evidence that this indemnity is protected by adequate insurance cover).

Please note that the use of mobile phones within the school premises is strictly prohibited. You are responsible for the security of your personal belongings and any medication you may have with you must be secured on your person.

Signature _____
Designation _____
Date _____

SCHOOL USE ONLY

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

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2 The Governors have determined that this will be:-

(a) A free letting

(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)

EXTERNAL PROVIDERS

The leader of an Extended Services activity, run by an external provider, must have an enhanced DBS prior to the activity starting.

The leader is responsible for all safeguarding arrangements and for the other adults who help. We advise the leader to have full safeguarding training.

We request the following information as confirmation that all necessary arrangements are in place.

Name of Extended Services Activity _____

Leader _____

Address _____

LEADER'S DBS DETAILS

DBS Number	Date Issued	Evidenced by

OTHER ADULT HELPERS

Name	DBS Number	Date Issued	Evidenced by

BREAKDOWN OF LETTINGS COSTINGS

Key status	One hour	1 to 2 hours	2 to 3 hours	3 to 4 hours	4 to 5 hours	5 to 6 hours
Key holder	£12	£24	£36	£48	£60	£72
Non Key Holder	£15	£30	£45	£60	£75	£90

Key status	6 to 7 hours	7 to 8 hours	8 to 9 hours	9 hours plus
Key holder	£84	£96	£100	£100
Non Key Holder	£105	£120	£120	£120

- Club timings include arrival, set up, club time and exiting of the building.

Those clubs that use one room after school until 5.45pm will pay a flat rate of £10 per session.

Additional notes

All club bills must be paid within the 28 day limit.

If clients do not pay their monthly or termly bill within the specified 28 day limit, their lettings agreement will be void and your club will be cancelled.

I agree to the terms above:

Signed by Club Leader _____

Print name _____

Date _____