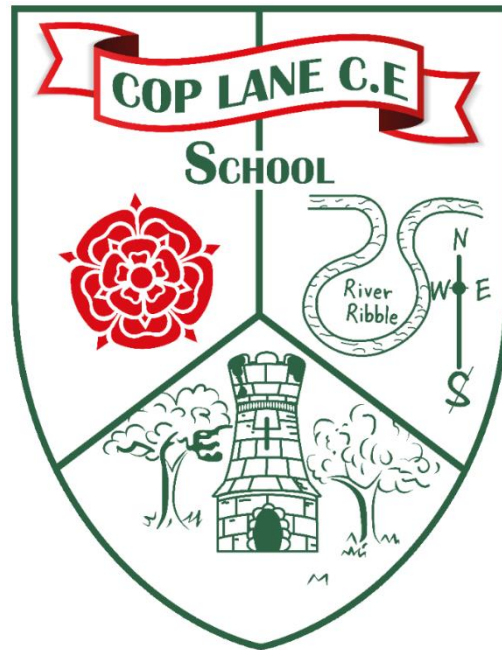


# Cop Lane C.E Primary School



## Lettings Policy September 2024

This policy is embedded in our school's mission statement and distinctive Christian vision:

*A welcoming Christian community, committed to one another, giving our very best at all times.*

Our church school is a welcoming and caring Christian family where everyone is valued and supported so that they can flourish. We aim to instill a lifelong love of learning and nurture everyone's individual talents. Through Jesus Christ, our aspirations, hopes and dreams can be achieved.

*'I can do all things through Christ who strengthens me.'*  
Philippians 4.13

# LETTINGS POLICY – AUTUMN 2024

## 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.

## Legal framework

This policy has due regard to all relevant legislation and statutory guidance including, but not limited to, the following:

- The School Premises (England) Regulations 2012
- Health and Safety at Work etc. Act 1974
- The Health and Safety (First-Aid) Regulations 1981
- The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR)
- Counter Terrorism and Security Act 2015
- The UK General Data Protection Regulations (GDPR)
- Data Protection Act 2018
- Education Act 1996
- DfE (2015) 'Advice on standards for school premises'
- DfE (2024) 'Keeping children safe in education 2024'
- DfE (2023) 'The Prevent duty: safeguarding learners vulnerable to radicalisation'
- DfE (2022) 'Keeping children safe in out-of-school settings: code of practice'
- DfE (2023) 'After-school clubs, community activities and tuition: safeguarding guidance for providers'

## 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.

### **Roles and responsibilities**

The governing board will be responsible for:

- Reviewing the applications of a proposed letting arrangement and conducting a risk assessment to determine whether the arrangement would pose a risk to the primary activities of the school and its pupils.
- Ensuring any safeguarding risks associated with the letting are identified and addressed.
- Ensuring hirers have appropriate child protection and safeguarding policies and procedures in place.
- Ensuring hirers follow the DfE's 'After-school clubs, community activities and tuition: safeguarding guidance for providers'.
- The overall oversight of the letting, handling any queries from the hirer.
- Communicating any relevant information to the hirer, e.g. fire safety precautions.
- Agreeing fair prices for the use of the premises; these will reflect the condition of the facilities but remain competitive enough to be accessible to the wider community.
- Working with the headteacher to ensure all relevant policies and procedures are implemented and made available to hirers.

The headteacher will be responsible for:

- Ensuring compliance with the premises licence.
- Acting as or appointing a designated premises supervisor.
- Liaising with the governing board to establish whether or not the proposed activity is suitable for the premises.
- Ensuring that the school has the correct insurance in place for hiring out the premises.
- Checking the hirer has the appropriate public liability insurance.
- Working with the site manager to ensure the premises are fit for use.
- Ensuring hirers familiarise themselves with the relevant school policies and procedures e.g. fire evacuation arrangements.
- Assessing whether the activities the hirer is requesting could result in disrupting any asbestos and taking the relevant safety measures as a result.
- Reviewing the relevant safeguarding checks carried out by the hirer to ensure they comply with the school's policies.

The site manager will be responsible for:

- Ensuring the facilities and equipment requested are clean and in a good working condition for each hirer.
- Working with the hirers to ensure high levels of security are maintained.
- Showing the hirers how to properly secure and lock the premises after use.
- Organising any repairs and/or replacement of equipment.
- Notifying the hirer of any known asbestos in the school in areas being hired.

Hirers will be responsible for:

- Ensuring the proper use of the facilities and equipment they have requested to use.
- Taking the necessary steps to ensure there is no damage to any equipment or furniture, or the building itself after use.
- Ensuring all related visitors and volunteers have signed in during their period of hire.
- Leaving the premises in a clean and tidy condition.
- Working with the site manager to ensure that the premises are secure after use.
- Obtaining adequate public liability insurance to a minimum of £5 million.
- Providing the headteacher with proof that they hold a current and relevant insurance policy.
- Obtaining all necessary safeguarding checks for all activities involving children, e.g. DBS checks, and providing proof of this to the headteacher.
- Reading the school's safeguarding policies and procedures and ensuring they understand the rules and procedures detailed within.
- Informing the governing board of the activities that will be undertaken on the premises.
- Adhering to the DfE's 'After-school clubs, community activities and tuition: safeguarding guidance for providers'.

### **Managing lettings**

The governing board will have overall responsibility for the management of lettings.

The headteacher will be delegated the day-to-day management of the lettings; however, they will not be responsible for the administrative roles, such as setting charges, this role stays with the governing board.

The headteacher may delegate aspects of the management of lettings to other relevant members of staff.

If the headteacher has any concerns regarding the activities the hirers are conducting, they will consult the governing board and reach a decision together. Organisations wishing to hire the premises will approach the headteacher, who will identify their requirements and clarify the facilities available.

The hirer will be invoiced for the cost of the letting as appropriate in accordance with the governing board's charges decision.

The hirer will be a named individual and the agreement should be in their name, giving their permanent private address.

**Sub-letting of any kind is strictly prohibited. If the school receives any evidence pertaining to plans to sub-let, all bookings that the hirer has made will be cancelled.**

### **Safeguarding**

The school will ensure that appropriate safeguarding arrangements are in place when letting school premises or facilities that involve work with children. Organisations submitting a lettings

request involving working with children and/or young people will submit a signed copy of their current safeguarding policy.

Where the hiring of school premises or facilities for work with children, regardless of whether the children are on the school roll, is directly supervised or managed by school staff, the hirer will abide by the school's safeguarding arrangements.

Where the services are provided separately by another body, the school will seek assurance that the body concerned has the appropriate safeguarding procedures in place. The school will inspect the provider's safeguarding policy prior to the commencement of the letting.

Hirers will be expected to adhere to the DfE's 'After-school clubs, community activities and tuition: safeguarding guidance for providers'.

The school will ensure that safeguarding requirements are communicated with the hirer prior to the letting. This will be included in the school's hire agreement document.

Failure to comply with the school's safeguarding conditions will lead to the termination of the hire agreement.

Any safeguarding-related allegations against organisations or individuals who have hired the school premises will be managed in line with the school's Allegations of Abuse Against Staff Policy. The hirer understands this will involve informing our local authority designated officer (LADO).

All hirers will state the purpose of the hire.

Each application will be vetted by the DSL and any concerns will be reported to the governing board prior to approval.

When determining whether to approve an application, the governing board will consider the following factors:

- The type of activity
- Possible interferences with school activities
- The availability of facilities
- The availability of staff
- Health and safety considerations
- The school's duties with regards to the prevention of terrorism and radicalisation
- Whether the letting is deemed compatible with the ethos of the school

An application will not be approved if the hirer's purpose:

- Is aimed at promoting extremist views.
- Involves the dissemination of inappropriate materials.
- Contravenes the statutory Prevent duty.
- Is likely to cause offence to public taste and decency (except where this is, in the opinion of the trust, balanced or outweighed by freedom of expression of artistic merit).

If any members of staff have concerns regarding the purposes for which the hirer is using the facilities, they will contact the headteacher immediately.

The headteacher will file an incident report form if they have reason to believe that the letting has been used for political purposes not previously authorised, the dissemination of inappropriate material or any other purpose that contravenes the Prevent duty.

Where an individual group is found to be promoting views in contravention of the school's Prevent duty, this will be managed in line with the school's Prevent Duty Policy. All hirers will read and review the school's Child Protection and Safeguarding Policy.

## **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. 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 bursar, 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 in to 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.

## **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://schoolsportal.lancsngfl.ac.uk/view\\_sp.asp?siteid=733&pageid=14399&e=e](https://schoolsportal.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 534778).

## **Lettings Policy – Lancashire County Council Guidelines 2024**

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. Where governing bodies hire or rent out school or college facilities/premises to organisations or individuals (for example to community groups, sports associations, and service providers to run community or extra-curricular activities) they should ensure that appropriate arrangements are in place to keep children safe. When services or activities are provided by the governing body or proprietor, under the direct supervision or management of their school or college staff, their arrangements for child protection will apply. However, where services or activities are provided separately by another body this is not necessarily the case. The governing body should therefore seek assurance that the provider concerned has appropriate safeguarding and child protection policies and procedures in place (including inspecting these as needed); and ensure that there are arrangements in place for the provider to liaise with the school or college on these matters where appropriate. This applies regardless of whether or not the children who attend any of these services or activities are children on the school roll or attend the college. The governing body or proprietor should also ensure safeguarding requirements are included in any transfer of control agreement (i.e. lease or hire agreement), as a condition of use and occupation of the premises; and that failure to comply with this would lead to termination of the agreement. The guidance on Keeping children safe in out-of-school settings details the safeguarding arrangements that schools and colleges should expect these providers to have in place. 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.
3. School and college safeguarding policies should set out the arrangements for individuals coming onto their premises, which may include an assessment of the education value, the age appropriateness of what is going to be delivered and whether relevant checks will be required. Schools and colleges may receive an allegation relating to an incident that happened when an individual or organisation was using their school premises for the purposes of running activities for children (for example community groups, sports associations, or service providers that run extra-curricular activities). As with any safeguarding allegation, schools and colleges should follow their safeguarding policies and procedures, including informing the LADO. No lettings will be approved giving the user exclusive possession. (note: this is a legal requirement, not to be confused with a sole letting)
4. The hirer must be willing to meet with school officials and provide details of their aims and objectives. Hirers should follow the appropriate keeping children safe in education guidance After-school clubs, community activities, and tuition - safeguarding guidance for providers ([publishing.service.gov.uk](https://publishing.service.gov.uk))

5. 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.
6. 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.
7. 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.
8. 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.
9. No lettings will be approved giving the user exclusive possession (note: this is a legal requirement, not to be confused with a sole letting).
10. 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.
11. All hirers must comply with health and safety legislation.
12. The hirer is responsible for following safer recruitment procedures including that DBS checks have been undertaken and other elements that may be relevant for working with children.
13. Arrangements for the payment of each letting will be made in advance with the hirer concerned.
14. Smoking is not allowed on the premises 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.

**This policy was adopted by the Governing Body in September 2024.**

**It will be reviewed again in September 2025.**

Signed:

*I. P. Ashmore*



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

**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	
Classroom      Number Required: <input type="text"/>			
Assembly Hall			
Arts Theatre			
Sports Hall			
Gymnasium			
*Swimming/Learner Pool			
*Squash/Tennis Court			
*Netball/Playing/Cricket Pitch			
Running Track			

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
------	----

*(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*

***I have received and read a copy of the school's safeguarding policy. I understand that by signing below I am confirming the safeguarding requirements/procedures outlined in the policy above.***

**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
-----	----

 (delete as appropriate)

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)

**Appendix C - Lancashire 2024/25 Suggested Charges for Lettings**

**SUGGESTED CHARGES FOR USE OF SCHOOL PREMISES**

**HOURLY RATES TO BE APPLIED 2024/25**

<u>Area of School</u> <u>(square metres)</u>	<u>Fuel</u>	<u>Wear &amp; Tear</u>	<u>Site Supervisor</u> <u>(includes average NI</u> <u>and superann.</u> <u>contributions)</u>	<u>Administration</u>	<u>Total Hourly Charge</u>	
	<u>(NOTE 1)</u> £	<u>(NOTE 1)</u> £	<u>(NOTE 2)</u> £	<u>(NOTE 3)</u> £	<u>(Includes Site</u> <u>Supervisor Costs)</u> £	<u>(Excludes Site</u> <u>Supervisor Costs)</u> £
0 - 500	12.11	2.14	20.41	8.94	43.59	23.19
501 - 1000	21.70	2.14	20.41	8.94	53.19	32.78
1001 - 1500	30.81	2.14	20.41	8.94	62.29	41.89
1501 - 2000	40.82	2.14	20.41	8.94	72.30	51.90
2001 - 3500	65.72	2.14	20.41	8.94	97.21	76.80
3501 - 5000	91.09	2.14	20.41	8.94	122.58	102.17
5001 - 6500	115.50	2.14	20.41	8.94	146.99	126.58
6501 - 8000	153.70	2.14	20.41	8.94	185.18	164.78
8001 - 10000	184.23	2.14	20.41	8.94	215.71	195.31
10001 - 12000	226.29	2.14	20.41	8.94	257.77	237.37
Over 12000	230.92	2.14	20.41	8.94	262.41	242.00

**NOTE 1. The rates shown provide an indication of the costs of heating the full school premises. Separate costs may be determined if premises areas are zoned.**

**2. This reflects the hourly cost of a school site supervisor's overtime based on SCP 6. Schools may wish to amend this rate in line with actual staff costs.**

**3. This reflects the half hourly cost of administrative time based on SCP 11.**

**4. If external facilities are used alternative costs will need to be considered.**