

Lettings Policy

'Working together to achieve success'



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. 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. 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.
9. All hirers must comply with health and safety legislation.
10. The hirer is responsible for ensuring that DBS checks have been undertaken where appropriate.
11. Arrangements for the payment of each letting will be made in advance with the hirer concerned.
12. Smoking is not allowed on the premises in line with school policy.
13. 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.
14. On the day of the letting participants must be made aware that there is no parking within the school grounds. There is plenty of parking on the side roads near the school.



APPLICATION FORM NUMBER: _____

USE OF SCHOOL PREMISES

1. Name of Organisation:

2. Name of Applicant:

Address:

Postcode: _____ **Telephone No:** _____

3. Name and Address of person to be invoiced if not same as above:

DETAILS OF FACILITIES REQUIRED

TYPE OF ACCOMMODATION	TICK IF REQUIRED	TIMES REQUIRED	
		FROM	TO
Classroom (s) Please state number required :			
Assembly Hall/Sports Hall			
Children's toilets			
Adult's toilets			
Field			

Additional Requirements:

4. Purpose for which accommodation is required:

5. What contingency plans do you have in case of cancellation. i.e. contacting delegates taking part.

6. Please give us a contact number to pass on to any delegate contacting school regarding possible cancellation

Name:

Home Tel :	Mobile No:
7. Is the letting of a commercial nature? YES / NO	
If Yes, Please supply further details:	
8. Will the general public be admitted YES/ NO	
<small>(PLEASE DELETE AS APPROPRIATE)</small>	
9. Please give details of admission charges:	
10. Is copyright music to be performed? YES / NO	
<small>(PLEASE DELETE AS APPROPRIATE)</small>	
11. Will the use of a piano be required? YES / NO	
<small>(PLEASE DELETE AS APPROPRIATE)</small>	
12. Approximate number of attending:	
13. Do you require any refreshments: YES / NO	
If so please state Option number – see page showing charges)	
14. Is alcohol to be served? YES / NO	
<small>(PLEASE DELETE AS APPROPRIATE)</small>	
15. Do you intend to use/bring into the premises any additional electrical equipment? YES / NO	
<small>(PLEASE DELETE AS APPROPRIATE)</small>	
16. Do you require a buffet lunch. YES/NO	
If yes please complete menu sheet at back of this policy and return to school.	

IF THE ANSWER TO QUESTIONS 1 – 15 IS YES – PLEASE PROVIDE FULL DETAILS ON A SEPARATE SHEET

N.B. THE HIRER WILL BE RESPONSIBLE FOR ANY EXPENSE LIABILITY OR LOSS ARISING OUT OF DAMAGE CAUSED TO THE PREMISES OR PROPERTY OF THE SCHOOL DURING THE PERIOD OF LETTING.*

5. VAT REGLATIONS 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 DO FULFIL THE CRITERIA

Signed _____ Date _____

On Behalf of : _____

6. MEMORANDUM OF AGREEMENT AND INDEMNITIES

TO BE COMPLETED FOR ALL APPLICATIONS

INSURANCE

In consideration of the Governors and or Lancashire County Council granting 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 to 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 the use is intended and hereby agree to indemnify the Governor 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 providing 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 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 materiel, debris and spillages prior to use.

It is further acknowledged and agreed that I/we will indemnify the Governors and/ or the County Council, their officers, servants or agents, 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.

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)

CHILD PROTECTION

All adults working and volunteering with children need to have an up to date valid DBS clearance. A transfer of control agreement must be completed.

When an organisation signs this lettings agreement they are then responsible for activities and events that take place. The head teacher nor any members of staff of Moss gate Primary School can be held responsible for failure to carry out these checks.

If the person who has signed this lettings agreement is no longer involved or leaves, a new agreement must be signed by the person who is taking over the role.

Signature _____ Date _____

Designation _____ on Behalf of _____

HOURLY HIRE CHARGES
(Non Profit Making Organisations i.e..Brownies/Schools)

CASUAL USE:

OCT - MARCH	1 st HOUR	2 nd HOUR	APR-SEPT	1 st HOUR	2 nd HOUR
BET : 3 – 6 P.M.	£9.00	£5.50	BET : 3 – 6 P.M.	£6.50	£3.00
AFTER 6.00 P.M.	£20.00	£6.50	AFTER 6.00 P.M.	£15.00	£3.00

REGULAR USE:

OCT - MARCH	1 st HOUR	2 nd HOUR	APR-SEPT	1 st HOUR	2 nd HOUR
BET : 3 – 6 P.M.	£5.15	£4.80	BET : 3 – 6 P.M.	£2.60	£2.25
AFTER 6.00 P.M.	£14.15	£5.00	AFTER 6.00 P.M.	£11.60	£2.50

DAILY HIRE CHARGES FOR SMALL ORGANISATIONS (i.e. Local Dance Schools)

Full day up to 6.00 pm.	£120.00
Half Day up to 12.30pm	£60.00
Half Day from 12.30pm to 6.00 pm	£60.00
Evening from 6.00pm to 9.00pm	£40.00

DAILY HIRE CHARGES FOR LARGER ORGANISATIONS (i.e. City Council /Parental Involvement)

Full day up to 6.00 pm.	£150.00
Half Day up to 12.30pm	£90.00
Half Day from 12.30pm to 6.00 pm	£90.00
Evening from 6.00 pm to 9.00 pm	£75.00

The rates shown include costings for heat, light, wear and tear and Site Supervisor time where applicable

If external facilities only are required then alternative costs will be given on request.



REFRESHMENTS** – per person (All Organisations)	Unit	Tick as app	Approx Number Req
1. Tea and Biscuits (on arrival and at break/lunch)	£2.00		
2. Tea Biscuits and Pastries (Biscuits on arrival Pastries at break/lunch)	£3.00		
3. Cold Buffet Lunch without Dessert	£3.50		
4. Cold Buffet Lunch with Dessert of Gateaux and Fresh Fruit	£4:00		
5. Buffet Lunch/ warm Quiche and Chips with Dessert of Gateaux and Fresh Fruit	£5:00		

**All prices subject to V.A.T at current rate where applicable

PLEASE RETURN THIS FORM WITH YOUR BOOKING APPLICATION

These charges will be updated annually and included in the Budget Preparation Guidance document.

FOR SCHOOL USE ONLY

1. This application for the use of school premises is acceptable to us: **YES / NO**

2. The Governors have determined that this will be :

(a) A free letting **YES / NO**

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

3. Lettings income will be collected by the school.

Signed _____Headteacher

Date _____