



Policy No: 14

Lettings Policy

- **First Adoption on:** March 2008
- **Review undertaken by:** The Finance Committee
- **Policy Review Period:** One Year
- **Next Review Date:** March 2020

Rationale

The Governors have agreed to supplement the budget by encouraging the letting of the school premises where possible, provided that any letting must not be detrimental to the school or its pupils. The aim of this policy is to support the local community.

The letting of the school premises by the community is welcomed, subject to the following conditions:

- Use of the premises for school functions will take priority over lettings
- The governing body will set charges for letting guides by these principles:-
 1. Lettings to the school's PTA (ASSA) will be free of charge.
 2. Letting to all other hirers will be charged at cost plus a profit margin determined by Governing Body
- All lettings will be at the discretion of the headteacher acting on behalf of the Governing Body, who may refuse lettings if they consider it in the interests of the school to do so.
- Lettings after midnight will not be permitted.
- All hirers must be aged over eighteen.

Safeguarding and Child Protection

The school is committed to safeguarding and promoting the welfare of children and young people, and expects hirers and their representatives to share this commitment. Hirers providing services to children must have policies and procedures in place to ensure children's safety and any risk assessments and DBS certificates required by the hirer must be supplied to the school upon request.

The Governing Body is aware of its responsibilities for safeguarding children, and so when letting out the school premises have due regard to safeguarding policies and practices and the school's Prevent duty on anti-radicalisation.

Variations of Scales of Charges and Cancellations

- The Hirer acknowledges that charges may be increased in accordance with the rates from time to time agreed by the School or where appropriate by the Governors of the School, or that the letting may be cancelled provided that in each circumstance at least 28 days notice either way is given.
- Income derived from lettings will be retained by the school and costs to the school of lettings will be met from this income.

Lettings charges as from April 2019:

The Hall:

There will be a charge of £10 per hour for hire of the hall with a minimum charge of £10 per session plus VAT where applicable. Any chargeable session will be for a maximum 4 hour period (morning, afternoon or evening). The Headteacher will have discretion to amend these charges on a case by case basis acting on behalf of the Governing Body.

The Hall & Playing fields

There will be a charge of £50 per session plus VAT where applicable. Any chargeable session will be for a maximum 4 hour period (morning, afternoon or evening). The Headteacher will have discretion to amend these charges on a case by case basis acting on behalf of the Governing Body.

Please note:

- The playing fields must be left in a fit state after any letting. Should any damage occur, the school will endeavour to recover the costs of making good from the hirer.
- Damage and/or costs may occur when lettings involve camping/caravans, heavy vehicles/equipment, horses. However, this type of use is to be discouraged as it is most likely to cause damage to playing field and detrimental to the school's ability to provide the PE curriculum.)

VAT on lettings

- Letting land, premises or a room is generally exempt from VAT. This includes the provision of minor equipment such as tea/coffee making facilities or a TV/video. This does not include sports equipment or facilities, although the letting of a sports hall for a meeting or other non-sports purpose is still exempt.
- If a separate charge is made for hiring equipment, this is subject to VAT.
- The exempt charge is not affected by the use the hirer makes of the room, even if the hirer is charging an admission fee (it will be the responsibility of the hirer to add VAT to their admission charge if they are eligible to do so). However, if the school holds an event and charges an admission fee, those fees will be taxable.
- If hiring sports pitches, equipment or facilities for a single session, VAT will apply. However, if the letting is to a school, club or body with a written constitution, the letting can be VAT exempt if all the following conditions are met
 1. A series of 10 or more sessions are booked
 2. The interval between each session is at least one day and no more than 14 days
 3. Each session is for the same activity
 4. The group has exclusive rights during those sessions
- Charges for parking, caravan or tent pitches are always subject to VAT.

Bookings Procedure and Payments

- Applications for the use of the premises should be made to the Headteacher, on a booking form available from the school office Appendix 1 & 2
- The hirer should submit two copies of the application form, which sets out the time and date of the proposed hiring and the precise definition of the premises and facilities to be hired, including changing rooms for sporting events, lavatories and kitchens. Maximum permitted numbers are

If the event has **dancing** and there are no chairs or tables set out, one person per 6 square feet (0.55 square metres) = **191**.

For a **seated audience**, one person per 6 square feet (0.55 sq metres) = **191**.

If the event has **dancing and chairs or tables are set out**, one person per 8 square feet (0.74 square metres) = **141**.

Where people are **seated at tables (classroom style)**, one person per 10 square feet (0.92 sq metres) = **114**.

This guidance reflects that given by Fire Prevention Officers for halls used for assembly functions.

- The application is considered by the Headteacher on behalf of the Finance Committee, and a decision is made whether to permit the hire.
- The caretaker is informed. If the caretaker is not able to service the hiring, a key holder will be identified, who will receive payment at the same rate as the caretaker.
- One copy of the application form is returned to the applicant with a letter of confirmation setting out the terms of the hire, including insurance requirements.
- An invoice is issued prior to the letting and must be paid in advance. Appendix 3
- A receipt is issued.

Indemnity and Insurance

- The Hirer shall be liable for and shall indemnify the School Governors against all actions, claims, costs, expenses and liabilities arising under statute or common law from injury to or the death of any person and/or the loss of or damage to any property, including property belonging to the School insofar as they arise from matters pertaining to this agreement (except and to the extent that such actions, claims, costs, expenses and liabilities may arise solely out of the act, default or negligence of the School, its employees or agents).

- Without prejudice to the Hirer's liability above, the User shall effect and maintain appropriate insurance policies with a reputable insurer. Public liability cover should be arranged in such sum as is deemed prudent in all circumstances by the User and in any event for not less than £5 million for any one incident, the number of incidents during the period being unlimited. Employer's liability cover must be maintained for an amount not less than required under statute.
- The Hirer shall produce such evidence as the Governors may reasonably require to confirm that the insurance referred to above has been effected and is in force at all times. The Governors reserve the right to refuse and/or amend the cover arranged.

Protection of Premises and Moveable Property

- Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating the driving of nails or screws into fixtures forming part of the school fabric will be permitted. In the event of any damage to the premises or property the School shall make it good and the Hirer shall pay the cost of such reparation.
- The Hirer shall be responsible for ensuring the premises are left in a tidy condition and will be responsible for the collection of rubbish into bins provided for this purpose. Any exceptional cleaning required as a result of a letting will be chargeable to the Hirer.

Public Safety

- The Hirer shall be responsible for the prevention of overcrowding such as would endanger public safety and for keeping clear all gangways passages and exits.
- The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct.
- All persons hiring the school premises will be expected to conform to the relevant Health & Safety regulations.

Copyright or Performing Rights

- The school premises will not be let for functions where a Public Entertainment Licence is required, except in exceptional circumstances and with the prior consent of the Governing Body's Premises committee.
- The Hirer may not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and must indemnify Dorset County Council against all sums of money which the County Council may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire

Sub-Letting

- The Hirer is not permitted to sub-let to another person.

Intoxicating Liquor

- No intoxicants may be brought on to or consumed on the premises without prior approval of the Governing Body.

Smoking

- Smoking is not permitted on the school premises, including the school grounds.

Dogs

- Dogs are not permitted on school premises, including school grounds, at any time

Vacation of Premises:

- The Hirer shall ensure that premises are vacated promptly at the end of the letting.

This policy should be read in conjunction with the Single Equality Policy. The general equality duty requires that, in the exercise of their functions, schools must have due regard to the need to eliminate unlawful discrimination, harassment, victimisation and other conduct prohibited by the Equality Act 2010. This school endeavours to advance equality of opportunity and foster good relations for all

APPENDIX 1

Dorset County Council
Children's Services

Booking Form for use of Educational Premises

Section A

Name of School/Centre _____

Address _____

Name of Hirer _____

Organisation _____

Please quote in all enquiries:

Invoice Ref no.	
Invoice Date	

Section B

Permission is granted, subject to the conditions and charges of the Authority, for the use of accommodation and other facilities as follows:

Date of Letting	Duration of Letting		Accommodation/ Facilities Hired	Amount		VAT	Total	
	From	To		£	p	£	p	£
Total								

Section C

Signature of Hirer _____

Sign and Print

_____/_____/_____
Date

By signing this form you agree to abide by the conditions and regulations of Hire. The Local Education Authority cannot be held responsible for any issues which may arise out of your letting of these premises. You also agree that the appropriate insurance has been arranged in line with the Conditions of Hire.

Please return a Signed copy of this Booking Form to the School/Centre.

Please Note: Persons signing this Declaration must be of 18 years of age or over.

An invoice for the above letting will be sent which should be paid within one month.

APPENDIX 2

Conditions for the Hire of Educational Establishments

The hirer shall be the person making the application for a letting and such person will be responsible for payment of all fees or other sums due in respect of the letting to the Hirer and for the observance of regulations imposed by the Local Educational Authority or their lawfully appointed agent.

Damage, Loss or Injury

1. The Hirer shall effect Third Party (Public Liability) Insurance within a minimum indemnity limit of five million pounds for any one occurrence to cover its legal liabilities for accidents resulting in injuries to persons, including participants in the hiring activity, and/or loss of or damage to property, including the hired premises, arising out of the letting of educational premises.

The Education Authority/School will not be responsible for any injury to persons or damage to property arising out of the letting of educational premises unless such injury or damage results from the negligence or breach of statutory duty on the part of the Educational Authority/School.

The Hirer shall produce such evidence as the Governors may reasonably require to confirm that the insurance referred to above has been effected and is in force at all times. The Governors reserve the right to refuse and/or amend the cover arranged.

Protection of Premises and Movable Property

2. Furniture and fittings shall not be removed or interfaced with in any way. No fittings or decorating of any kind necessitating the driving of nails or screws into fixtures forming part of the school fabric will be permitted. In the event of any damage to premises or property the Authority shall make it good and the Hirer shall pay the cost of such reparation.

Public Safety

3. (i) The Hirer shall be responsible for the prevention of overcrowding such as would endanger public safety and for keeping clear all gangways, passages and exits.

(ii) The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct.

Copyright or Performing Rights

4. The Hirer shall not, during the occupancy of premises, infringe any subsisting copyright or performing right, and shall indemnify the Dorset County Council against all sums of money which the County Council may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

Sub-Letting

5. The Hirer shall not sub-let to another person.

Intoxicating Liquor

6. No intoxicants shall be brought on to or consumed on the premises without the prior approval of the County Education Officer or Governing Body in the case of a school in LMS.

Smoking

7. Smoking is not permitted on any hired premises.

Dancing

8. Use of materials for preparing floors for dancing is prohibited.

Vacation of Premises

9. The Hirer shall ensure that premises are vacated promptly at the end of the letting.

Variation of Scales of Charges and Cancellations

10. The Hirer acknowledges that the charges may be increased in accordance with the rates from time to time agreed by the Authority or where appropriate by the Governors of the School, or that the letting may be cancelled provided that in each circumstance at least 28 days notice either way is given.

APPENDIX 3

Dorset County Council
Children's Services

Invoice for use of Educational Premises

VAT Registration No:

Name of School/Centre _____

Address _____

Name of Hirer _____

Organisation _____

Address _____

Please quote in all enquiries:

Invoice Ref no.	
Invoice Date	

Date of Letting	Duration of Letting		Accommodation/ Facilities Hired	Amount		VAT		Total	
	From	To		£	p	£	p	£	p
Total									

Payment

Payment should be made direct to the Head of the above-mentioned establishment within one month.