



'Bringing out the Best in Each and Every Child'

Title		
<h2>Lettings Policy</h2>		
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Revision History

Issue Number	Date	Revised by	Comments
001	February 2025		

Introduction

The Governing Body regards the school buildings and grounds as a community asset and makes every reasonable effort to enable them to be used as much as possible. However, the overriding aim of the Governing Body is 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) is not used to subsidise lettings by community or commercial organisations. Charges are levied to meet the additional costs incurred by the school in respect of lettings of the premises. Within this framework, the school 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.

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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 policy follows this guidance. This is 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 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 A (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 £5 million. The hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.

Neither the school, nor the Local Authority, will be responsible for any injury to persons or damage to property arising out of the letting of the premises.

Management of Lettings

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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 other designated member of staff), who will identify their requirements and clarify the facilities available. A lettings application form (Appendix A) 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. Guidance on charging is contained on the Local Authority 'Suggested Charges for Use of School Premises'. (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.

The Policy

The Governing Body actively encourages community use of the school buildings. However, it reserves the right to refuse any lettings it may choose.

The hirer must be willing to meet with school officials and provide details of their aims and objectives.

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 as necessary and can be found on Appendix A as part of the booking form.

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. If the group hiring require their own key and access, then any key holder for the group must be 25 years old or over and contact details must be shared with the school. The key may not be passed onto any other individual at any time unless the school has been notified and the person the key is being transferred to is also 25 years old or over.

The Governing Body will determine if a nominated person from school is required on site when the premises are being used and will charge for this person's time accordingly. If not, a responsible person must be on call.

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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.

Any hirer that uses the school must be properly insured and insurance documents (with a minimum of £5million public liability) must be provided to the school before the hiring may take place.

Arrangements for the payment of each letting will be made in advance with the hirer concerned.

All hirers must comply with health and safety legislation.

The hirer is responsible for ensuring that DBS checks have been undertaken where appropriate.

Smoking is not allowed on the premises in line with school policy.

Alcoholic Drinks – An occasional licence must be obtained where appropriate. The Licensee is responsible for conduct of bar sales, etc.

No alcohol is to be stored or retained on the premises when pupils are in school.

The school cannot store any equipment or resources for any group unless discussed with the Headteacher and if room is available.

Important Information regarding Lettings

All lettings are managed by the Headteacher, Liam Marshall: liam.marshall@clifton-pri.lancs.sch.uk and 01253 727664.

All lettings must be made in agreement with the Site Supervisor, Toni Massingham, and will be managed by the Headteacher.

Any changes to the lettings agreement must be agreed with either the Headteacher or the Site Supervisor before changes are made.

Any keyholders must be 25 years old or above and full contact details must be given to the Headteacher. Should the registered keyholder not be able to attend an event for your organisation then it must be agreed with the Site Supervisor who a second keyholder will be and **they must be 25 years old or over.**

Invoices will be sent out each month and payment must be received within 14 days of issue.

All payments made can be made by BACS (details on the invoice) or by cheque made payable to Lancashire County Council and given to the Headteacher. A receipt for payment will be given.

Charges – non commercial rates:

Any room in the school is charged at **£50 for the first hour followed by £25 per hour (or part thereof)** as a basic rate.

Additional rooms may be hired for an additional fee set by the Headteacher depending on the number of other rooms required.

Hirers must not use any rooms that have not formed part of this agreement except for Staff or disabled toilets. Hirers must not use the Staffroom or Teaching Kitchen at any time unless as part of the agreement.

Charges – commercial rates e.g. for members of the public to hire the school hall for a private function

Any room in the school is charged at **£65 for the first hour followed by £35 per hour (or part thereof)** as a basic rate.

Additional rooms may be hired for an additional fee set by the Headteacher depending on the number of other rooms required.

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Hirers must not use any rooms that have not formed part of this agreement except for Staff or disabled toilets. Hirers must not use the Staffroom or Teaching Kitchen at any time unless as part of the agreement.

If the school is not left in proper order and cleaning/caretaking is required to bring it back to the school's standards then an additional charge will be made to cover these costs.

Additional charges by negotiation:

If the school needs opening up on entry and locking on exit then an additional charge of £30 will be charged.

If the Site Supervisor is needed to be in attendance or on call during the hire then this will be charged at £35 per hour (or part thereof).

Lettings Agreement between Clifton Primary School

Hirer's name:
Date form completed:

1. Name of Organisation:	
Name of Applicant:	
Address:	
Telephone:	
Will this person be the keyholder if required? (They must be 25 or over)	<p style="text-align: center;">YES / NO</p> <p style="text-align: center;"><i>If No – please write the name of the keyholder and their contact details here:</i></p>

2. Name and address of person to be billed if not same as 1.	
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3. Details of premises required:	
(a) Name of school:	Clifton Primary School, Clitheroe Road, St Annes, Lancashire, FY8 3PY
(b) Date(s) required:	

(c) Accommodation Required:

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TYPE OF ACCOMMODATION		TICK IF REQUIRED	TIME REQUIRED	
Classrooms			FROM	TO
Number required and which:				
Assembly Hall				
Dining Hall				
Teaching Kitchen for Tea and Coffee making facilities (nothing provided by school)				
The Hub				
Outdoor Area				
Which parts specifically:				

4. Purposes 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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(c) Details of admission charges

(d) Is copyright music to be performed?

YES	NO
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(e) Will the use of a piano be required?

YES	NO
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(f) Approximate number of people attending:	<input style="width: 100%; height: 20px;" type="text"/>	
(g) Is alcohol to be served?	YES	NO
(h) Do you intend to use/bring into the premises any additional electrical equipment, and if so what equipment? <i>(All electrical equipment brought onto the premises must be PAT tested and be within date):</i> <i>(see note 6 below)</i>	YES	NO

5. VAT Regulations Relating to the use of Sports Facilities

The letting of school sports facilities is standards rated for VAT purposes. However, if all 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

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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".

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(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 the school premises is acceptable to us:	YES	NO
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2.	The Governors have determined that this will be:		
	(a) A free letting	YES	NO
	A chargeable letting at a total cost of £..... per day/week/session based on the costs on Page 1 of the agreement		

3.	Lettings income will be collected by the Headteacher and a receipt will be given. Cheques must be made payable to Lancashire County Council.
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Signed:
Headteacher

Date completed and checked:	
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Date submitted to Local Authority for collection (if appropriate):	
Agreed review date (must occur at least annually):	

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LETTING ACCOUNT AUTHORISATION

LET 2

TO: Business Support – B58

FROM: SCHOOL NO:

SCHOOL NAME.....

.....

HIRE OF SCHOOL PREMISES

Please arrange for an Invoice to be submitted to:

NAME OF HIRER

ADDRESS

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.....

PURPOSE OF LETTING.....

DATES TO BE INVOICED

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TOTAL NO: OF SESSIONS/HOURS (Delete as appropriate) @ £

AMOUNT TO BE INVOICED £.....

VAT (IF APPROPRIATE) £.....

TOTAL £.....

CONTINUOUS LETTING YES / NO (Delete as appropriate)

FOR OFFICE USE

INVOICE No: BATCH REF.....

DATE FILE.....