



Singleton Church of England Primary School Lettings Policy



Version 9

This policy was updated and ratified by the Governors and the Headteacher In October 2022 .

Signed:

Laura Walker
Chair of Singleton School Governors

A handwritten signature in black ink, appearing to read "A Clayton".

Amanda Clayton
Headteacher

Change Log for
Lettings Policy of the Singleton School Hall

Issue No	Change Date	Description of Change	Date Agreed
1	19/10/10	Initial Issue	19/10/10
2	28/02/14	Updated to reflect agreed charge rates and to incorporate miscellaneous changes.	28/02/14
3	11.12.2015	Updated to reflect changes in LCC draft Policy	11.12.2015
4	31/03/17	Updated to reflect changes in LCC draft Policy	31/03/17
5	14/03/18	Updated to reflect agreed charge rates and to incorporate greater clarity of use.	14/03/18
6	22/02/18	Updated to reflect agreed charge rates and to incorporate greater clarity of use.	22/02/18
7	10/02/19	Updated to reflect increase in on costs to school and to incorporate greater clarity of use.	15/02/19
8	March 2020	Updated to reflect increase in on costs to school and to incorporate greater clarity of use.	08/03/20
9	October 2021	Updated to reflect new 3 rd Party use	15/10/21
10	November 2022	Reviewed	18/11/22

SINGLETON C. E. PRIMARY SCHOOL
Long term Let agreement between XXXXXXXX

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 over the age of 18 years, willing to meet with school officials and provide details of their aims and objectives. (Business Plan)
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** as and when required
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 (see Appendix A).
7. Additional charges levied will be reviewed annually and will 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).
8. If Storage is required – this will need to be discussed annually with school – school needs will always take precedence.
9. 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.
10. All hirers must comply with health and safety legislation.
11. The hirer is responsible for ensuring that DBS checks have been undertaken where appropriate. For long term lets a list of staff who will be working should be provided to School along with DBS number and date of check
12. Arrangements for the payment of letting will be made in advance with the hirer.
13. Smoking is not allowed on the premises in line with school policy.
14. Alcoholic Drinks –
 - a. An occasional license 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.

Specific information related to the long term let

Terms and conditions

1. Letting agreement will be reviewed annually.
2. Use of storage facilities – will be reviewed **annually** in discussion with the school. Schools needs will take priority.
3. The kitchen facilities may be used to store food and prepare but must be left clean and tidy.
4. Chairs and furniture may not be removed from their existing locations without the School's consent
5. Use of the School's facilities, such as audio-visual equipment, computers and photocopiers is not generally allowed however, applications will be considered on an individual basis.
6. **No** alterations to the buildings or facilities should be undertaken without prior permission of the governing body.
7. Hirer will leave the facilities in a state that is fit for purpose for school to use during the working day. This refers to furniture, fittings and general cleanliness (see below – cleaning expectations).
8. All external doors and windows must be secured, electrical appliances and lights turned off at the end of a hiring. The caretaker (or the nominated person responsible) is responsible for setting the alarm.
9. All utilities are covered in the letting's agreement.
10. P.A.T. appliance testing of equipment is provided by school. Any electrical appliances used by or on behalf of the hirer **must have been checked for electrical safety and appropriate certificates shown to the school** to confirm that it complies with the Electricity at Work regulations.
11. School will provide unlimited use of texting / photocopying service – for an additional cost.
12. School curriculum resources should not be used without prior permission from school.
13. Outdoor facilities – field, MUGA, trim trail, outdoor gym, playground may be used by the hirer. However, school takes priority and extra-curricular activities run by school have priority over the hirer.
14. Hirer will ensure that all risk assessments are in place for use of the facilities and equipment.
15. Hirer should have own First aiders in place and own first aid equipment / kits.
16. School will ensure that facilities are maintained and in a good state of repair.
17. **No fixings** should be attached to the walls or floor, but the fixing of additional material to the walls or floor can be carried out by arrangement with the school.

18. Any damages to the premises, facilities and equipment, will be paid for by the hirer.
19. No access to other classroom areas will be permitted, without prior permission from the school.
20. Refuse bins will be provided and rubbish should not be placed elsewhere.
21. The hirer will be given a set of keys to the building to enable access during out of hours / holiday times if required – The hirer must discuss with the school and ensure that school are aware of times and dates. The Hirers are fully responsible for securing the building and setting the alarm at these times.
22. The school accepts no responsibility for any loss or damage to property on the School premises during or after the hiring.
23. The hirer must not block any exits nor place obstructions on the corridors and ensure access is clear for emergency services.
24. The governors reserve unto themselves and their officers, servers and agents a right to entry to every part of the premises at any time when duly authorised to enter.
25. The hirer is not permitted to sub-let the premises. The premises can be used only for the purpose outlined in the application.
26. The hirer must sign a letting agreement form after agreeing to the conditions of hiring including a statement of costs.
27. Authorised staff of the School may enter the premises at any time for any reason during the let.
28. The letting may be terminated by either party on the provision of **no less** than 6 months' notice in writing.
29. The School may terminate the letting immediately, if the Hirer fails to comply with the School Booking Terms and Conditions or with Fire or Health and Safety regulations.

Site Supervisor Responsibilities

The Site Supervisor is the School's representative and is responsible for staying on site throughout the period of hire and making sure that, before, during and at the end of the letting, the following are adhered to:

1. That the premises are unlocked at the agreed time as stated on the Application for Hire Form and subsequently agreed by the School
2. That the premises are in a safe and satisfactory condition for the Hirer
3. That, as far as practical, users of the site do not behave in a manner likely to cause injury to themselves and/or others, or to result in damage to the School or its contents
4. That, in the event of an emergency, appropriate assistance (e.g ambulance) is summoned. In the event of a fire alarm being triggered, ensuring that all persons follow the fire instructions in clearing the building.

5. Site Supervisors do not have authority to change any aspect of these terms and conditions.
6. The Site Supervisor is available to support with additional requirements in terms of DIY that the hirer may have – but this overtime will be invoiced.

Care of under 8's

The legislation for the registration of day care is set out in the Children Act 1989. If you have children under 8 who attend sessions run by your organisation and they are in your care in non-domestic premises for 2 hours or more per day you must by law be registered. Hirers must confirm that all necessary registrations are in place. – School will require a copy of Ofsted registration / certificate

Safeguarding

- The school is dedicated to ensuring the safeguarding of its pupils at all times.
- It is the responsibility of the hirer to ensure that safeguarding measures are in place while hiring out the space.
- The hirer is responsible for ensuring that DBS checks have been undertaken where appropriate. A list of staff who will be working should be provided to School along with DBS number and date of check

Health and safety

- Hirers who use the premises to hold classes for children must complete the School's Safeguarding forms, and also provide a Child Protection and Safeguarding Policy which the School will hold on file.
- The Hirer will adhere to all Health and Safety requirements as required by the School.
- The Hirer is responsible for ensuring that all people using the school premises during the hire period are aware of exits, emergency exits and that the Hirer's staff know the location of fire-fighting equipment.
- The Hirer is responsible for providing a first aid kit and ensuring a qualified first aider is available on site within the club at all times.
- No exits or corridors may be blocked or fire-fighting equipment removed.
- It is illegal to smoke on any part of the School site.
- Permission to use the premises will not be granted if, in the opinion of the School, it is likely that the let would create unreasonable disturbance or inconvenience to the residents in the neighbourhood or would interfere with any existing occupations or School activity. Hirers are requested to respect the School's neighbours' rights.
- The Hirer must secure the preservation of the law and order and take all reasonable steps to prevent injury, loss or damage to any person or property on all occasions during the hire.
- The Security Alarm System may be set for all areas not hired. This will not in any way impede the use of the premises hired or emergency escape routes.
- Any electrical equipment brought by the Hirer onto the school site MUST comply with SCHOOL code of practice for portable electrical appliance equipment. The intention to use any electrical equipment must be notified on the application form.
- The Hirer must ensure they and anyone attending Acorns are familiar with the Evacuation Procedure in the event of an emergency.
- The Hirer should appoint a responsible person to be in charge in the event of any emergency. This responsible adult must ensure all members are registered and

checked to be safe at the assembly point. The fire evacuation routes are displayed and must be followed. If any person is missing, they are responsible for advising the Site Supervisor immediately. Regular Fire drills will be scheduled with School for Acorns.

Cleaning expectations

The Hirer is responsible for leaving the premises hired in a clean, neat and tidy condition.

If the Hirer fails to leave the premises clean, neat and tidy, the School's cleaners will clean the premises and will charge the cost to the Hirer.

School will: -

- Ensure that lunch time staff sweep the floor and disinfect all the tables after service.
- Site Supervisor as part of the letting agreement will – provide a deeper clean twice a week – which will include mopping and buffing of the floor.
- In the Summer Holidays a deep clean will take place.

Hirers will: -

- Disinfect the tables after use
- Sweep the floor
- Tidy away all their equipment after the session
- Wipe up any spillages off the floor
- Provide their own cleaning materials.
- Place rubbish in black bags, which must be deposited in the external refuse bins
- Ensure that the kitchen area is left clean and tidy

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

Memorandum of Agreement and Indemnity to be completed for all applications:

In consideration of the Governors granting me/us the use of the aforementioned premises,

I/we agree to pay to the Governors the agreed charge and to replace or pay to the Governors the cost of making good any damage caused to the premises by me/us.

I / we agree to pay any additional charges accrued such as photocopying or admin these will be determined by choices selected within the lettings policy – a monthly charged will be agreed

It is further acknowledged and agreed that the Governors 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, 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, 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 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.

The Governing Body of Singleton School agrees to let the premises to the Hirer on a long-term letting agreement from

- To be reviewed annually

Upon payment of the fee specified.

- The Hirer accepts all the conditions of hire as set out in the attached Terms and Conditions document.
- The Hirer shall not sub-let the premises to another person.
- The Hirer's attention is specifically drawn to the indemnities contained in the hire conditions, and the need to obtain suitable insurance cover for any loss, damage or injury.

Signatures:

(The Hirer)..... Date:

Name (block capitals please)

(On behalf of the Governing Body)Date

Name (block capitals please)

Checklist: For Responsible SCHOOL Staff.

School Letting Agreement

- This is expected to cover the hire of rooms for occasional use of space that is also shared with other users, e.g. use of sports halls etc.
- It can also be used when a **third party** is using space more intensively, e.g. they have full use of some rooms but the School retains control of access to the buildings, i.e. the third party is dependent on the School as key holder to the site.

Generally the School should:

- Ensure that the terms and conditions are attached to the Agreement, all the blanks are filled in and it is signed prior to occupation
- The Agreement should have an identity number so its issue can be traced and reduce the risk of standard forms being copied and used without proper authority.
- The Agreements should only cover one term/holiday period at a time.
- The School would manage this process themselves.

The hire agreement is personal to the Hirer only and nothing in it is intended to have the effect of giving exclusive possession of any part of the School to it or of creating any tenancy between SCHOOL and the Hirer.

All associated documents together with SCHOOL policy should be contained in a specific folder for each Hirer.

1. SCHOOL H&S Policy
 2. SCHOOL Lettings Policy
 3. SCHOOL Visitor Policy
 4. School Emergency Fire / Evacuation Plan YES NO
 5. Activity Risk Assessment Inc. all contact numbers, address, activity leaders, delegated First Aider etc. (Appendix G)
- Public Liability Insurance Document (current and in 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) XXXXX

 - (b) Additional charges will be added based on additional requirements agreed between School and Acorns Breakfast and Afterschool Club (e.g. Photocopying/ Printing)

 - (c) Hirers rental hours are
 - XXXX

- 3 Lettings income will be collected by the school and are payable to Lancashire County Council.

Signed *(Chair of the Governing Body)*

Please note

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 and when required by either School or the hirer

Statement of Costs

PREMISES LETTING CHARGE

The Governing Body of Singleton School will review the charges annually.

Lancashire County Council cannot accommodate accepting either. Standing Order or Direct Debit payments and therefore it would need to be paid by cheque made payable to Lancashire County Council via the school office or by BACS payment in consultation with School

Appendix A. Application form for the use of school premises

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

Name of Organisation:	
Name of Applicant	
Address:	
Telephone:	
Name and address of person to be billed if not same as 1:	

Details of premises required:	
Name of School	Singleton C of E School
Dates required	From
Outline of accommodation required	

Accommodation Required			
Type of Accommodation	Tick if required	From	To
Old Hall			
New Hall – Fridays only			

Kitchen			
Toilet facilities			
Field			
Playground			
Trim Trail / Outdoor gym			
MUGA			
Meeting rooms			
Storage – this will need to be discussed and agreed annually with school.			

Please state here any additional requirements		
(e.g. use of photo copier, requirements of school's office staff to support with administration, etc.)		
Additional costs will be calculated based on requirements – and usage Please note these will be reviewed annually as cost of photocopier rental / ink / paper and texting service go up each year.		
	Tick if required	Estimated cost
Photocopying /Printing On costs include rent of copier, toners, price per copy, paper, servicing and repair		
Texting / phone		
Purpose for which accommodation/premises are required:		
If the letting is of a commercial nature, please supply details:		
Will the general public be admitted? YES NO		
Details of admission charges		

Approximate number of people attending

	Morning	Afternoon
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		