



## LETTINGS POLICY

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. [See Transfer of Control Policy](#)
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.
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 \(publishing.service.gov.uk\)](#)
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.

There is a charging policy (outlined below), which categorises lettings.

Lettings/hiring charges are based on the following categories. These categories are for general guidance. The Governors may, at their discretion, add further users within the appropriate categories.

### **Group A Use**

These lettings are for those who book a room/space on a regular basis; i.e. once a month/week. The person/group hiring is non-profit making. Intended for community groups/church based groups (if no admission charge/non-profit making).

Charges from January 2023 - £18.00 per session

### **Group B Use**

These lettings are for private and commercial groups. The person/group may be charging a fee to the public in order to make a profit. A deposit of £120 is required. Any additional costs to the school as a direct result of the letting will be deducted from the deposit.

If a caretaking service is needed, an additional charge will be implemented.

Charges from January 2023 - £18.00 per hour with a minimum payment of £36.00

### **Extraordinary Lettings**

School Holiday lettings, whole/large part of the school. Special charges will be fixed at the discretion of the Governors

Adopted October 2008

Reviewed October 2023

Next review October 2024

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

1

N

**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	TO
		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*
- (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

## 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 OF THE ABOVE CRITERIA

SIGNED: \_\_\_\_\_

OM 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)*

## Transfer of Control

### Introduction

Schools are increasingly encouraged to act as a community resource by engaging with external providers to offer a range of additional services and activities outside of the normal school day and curriculum. These arrangements can offer valuable opportunities for children and families. It is important that Governing Boards are aware of best practice in respect of safeguarding arrangements for such services.

### Actions Required by Governing Boards

Governing Boards are required to audit the safeguarding functions of the school on an annual basis via the governor with lead responsibility for safeguarding. It is requested that the appropriate governor and Head Teacher consider the safeguarding needs of children engaged in third party activities on the school site as part of their annual audit of safeguarding. The Schools Safeguarding Team has developed a pro-forma to assist schools in this area (attached).

### Guidance from Keeping Children safe in Education September 2023

#### Use of school or college premises for non-school/college activities

P166. Where governing bodies or proprietors 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.

P167. 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 or proprietor 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 following checklist is intended to support schools in highlighting the safeguarding issues within such arrangements as well as promote awareness of best practice amongst such groups. **This is a starting template – to amend as you require.**

It is imperative that all your school staff, volunteers and Governors are aware of updated information in KCSIE 2023.

Although a transfer of control is used to satisfy safeguarding arrangements, responsibly to report any concerns will still remain with the school, if this arises, even though the children attending the provision may not be children at your school or adults employed by the school.

*377. 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.*

<b>Written Agreement of Safeguarding Responsibilities for a Third Party Provider using a School Site</b>	
<b>Description</b>	<b>Yes/No – Evidence?</b>
1. Does the provider have a Child Protection Policy in place with appropriate arrangements for sharing and reporting any safeguarding/welfare concerns and records to say that staff had read and understood the policy?	
2. Does the provider require it's staff/volunteers to have annual Safeguarding Training and receive regular updates? Is Prevent training undertaken?	
3. Can the provider evidence appropriate safer recruitment and vetting arrangements including DBS clearance that are consistent with guidance in Keeping Children Safe in Education 2023.  Providers can seek advice and resources to enable them to comply in this area via the DFE	
4. Can the provider provide evidence that relevant staff have been checked under the Disqualification under the Child Care Act 2006 requirements? (If appropriate)	
5. Can the provider evidence an appropriate arrangements/ risk assessment for the activity including, but not limited to, arrangements for - <ul style="list-style-type: none"> <li>• Gaining relevant background about any health conditions inc allergies and how any medical conditions will be managed.</li> <li>• Contingency arrangements for a child who becomes ill or is not collected at the end of the session</li> <li>• Communication between provider and the school (access to mobile phone etc)</li> </ul>	
6. Does the provider have a Code of Conduct for its staff / volunteers that is consistent with Guidance for Safer Working Practice for Adults Who Work With Children and Young people (2022)	
7. Does the provider have a complaints procedure and management of allegations procedure?	
8. Is the provider affiliated to a local or national professional body?	
9. Does the provider have an appropriately trained First Aider?	
10. Does the provider have relevant insurance?	
11. Has it been made explicitly clear to parents and all stakeholders that the third party providers are responsible for the safeguarding of children in their care.	
12. It has been made explicitly clear to the provider that the school conforms to guidance from Keeping children safe in Education, September 2023 in view of reporting any concerns?	

Completed by ..... (Name) ..... (Provider)

Received by ..... (Name) ..... (School)

Date .....