St. John the Baptist R.C. Primary School

Lettings Policy – September 2022 (Awaiting approval from Governors)

OUR MISSION STATEMENT

"Love one another"

St John the Baptist RC Primary School is a place of learning in which each individual is encouraged to fulfil their own unique potential. We try always to remember that everyone is special and should be treated with respect. Our Catholic faith touches every part of our school life and we try to be a community which has Jesus at the heart of all we do.

Introduction

The Governing Body regard the school buildings and grounds as a community asset and where possible make every reasonable effort to enable them to be used as much as possible, although this situation may be reviewed.

This policy outlines considerations and responsibilities of the Governing Body and other agencies in the letting of the premises.

The Role of the Governing Body

The Governing Body will review this policy on an annual basis considering the following factors:

- Cost of services (heating and lighting)
- Cost of staffing, key holders, cleaning, technician
- Cost of administration
- Cost of wear and tear
- Cost of use of school equipment: PE, piano, AV, PA
- Profit element (if appropriate)

The Governing Body will ensure that the school budget doesn't subsidise non-school activities and that all costs are recovered.

Management of Lettings

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.

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.
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.

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 page 5 (para 5).

Guidance can be found on the schools' Portal at:-
https://schoolsportal.lancsngfl.ac.uk/view_sp.asp?siteid=733&pageid=14399&e=e

For further advice on VAT relating to lettings, please contact the County Council's VAT Team (Tel. 01772 534778).

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 and for long term lettings they must update this annually.
Neither the school, nor the Local Education Authority, will be responsible for any injury to persons or damage to property arising out of the letting of the premises.

The Administrative Process

Organisations seeking to hire the school premises should approach the Headteacher (*or School Bursar),* who will identify their requirements and clarify the facilities available. A lettings application form (Appendix) 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. (*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.

Rules and Conditions

1. The hirer must be willing to meet with school officials and provide details of their aims and objectives.
2. Charges will be reviewed annually by the Governing Body.
3. 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.
4. The Headteacher 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.
5. 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.
6. No lettings will be approved giving the user exclusive possession. (note: this is a legal requirement, not to be confused with a sole letting)
7. 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.
8. All hirers must comply with health and safety legislation.
9. The hirer is responsible for ensuring that DBS checks have been undertaken where appropriate.
10. Arrangements for the payment of each letting will be made in advance with the hirer concerned.
11. Smoking is not allowed on the premises in line with school policy.
12. 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.
13. 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.

CHARGES

1. A standard fee of £15 per hour will be applied to all agencies letting the premises. They will also be charged for the opening and closure time.
2. A charge of £15 an hour will be incurred if a key holder is called to secure the building.
3. Any wilful damage may be charged to the association concerned and notification of all damages or breakages must be reported to the school. Any damage resulting from the failure of a group adhering to the schools 'No Smoking' Policy, will be fined accordingly.
4. An additional fee may be incurred if the premises is not left in a satisfactory manner and additional cleaning is required.
5. If the hirer is given keys for the premises and activates the school alarm, a fee of £20 may be charged. The School Hall must be left alarmed! If the alarm is activated the alarm company must be contacted and a reset code obtained.
6. A standard charge will be made for determined elements of each letting, eg: key holder costs, heating/lighting, technician, etc.
7. Discretionary rates may be applied to charitable organisations and organisations linked to the school/parish community.

BOOKING TIMES

- There will be no access to the premises before the commencement of the period. Hirers must allow sufficient time for preparation before the event when booking the time of the let.
- Hirers must have left the premises by the end of the booked period. Sufficient time must be included to allow for clearing away and for all participants to leave the premises by the end of the booked period, which is a midnight cut off.
- Availability of premises is negotiable. Please contact the school to find out the current hours of access.
- **All music must end by 11.00pm and the premises vacated by 12 midnight.**
- **The key holder charge will be doubled if the premises not cleared by agreed time**.
- The Governing Body must be notified of any cancellation at least 4 weeks prior to the date of let. However, notification at the earliest possible time is appreciated.

CANCELATIONS

- Where notification is given to the Governing Body at least 4 weeks prior to the date of the let, the booking charge will be refunded in full apart from the set administration charge. Custom will be welcomed again at any time in the future.
- Where notification is given to the school between 2-4 weeks prior to the arranged date of the let, the hirer will not be entitled to any refund.
- Where a cancellation is made by the Governing Body of the School, the hirer will be entitled to a full refund. The Governing Body will endeavour to notify the hirer at the earliest possible moment, however, no guaranteed period of notice can be offered. Regardless of when notification is given to the hirer, the hirer will not be entitled to any compensation.
- The above conditions apply for cancellation of total or part of a booking.
- Where the hirer makes a permanent cancellation during the course of a letting agreement, the hirer will receive a refund for any outstanding sessions but no compensation will be available. The administration charge will still stand.

Complaints procedures

1. What if the School has a complaint about our group/organisation?

If the school has concerns about a let the following procedures will be followed:

a. A representative of the Governing Body will verbally raise the concern with the named hirer.
b. The situation will be monitored for two sessions to allow the issues to be addressed.
c. If the situation remains unresolved, the hirer will receive written notification of the concern and a further two sessions will be given to allow the hirer to address the situation.
d. If the matter remains unresolved, the hirer will receive formal written notice of termination of the booking agreement. This will be implemented 72 hours from the date of the letter of notification.

Please note: If the hirer blatantly breaks the conditions of usage, the let can still be terminated immediately.

2. <u>What if I, as the hirer, have a complaint about my let or booking agreement?</u>

If you as the hirer, have a complaint or concern regarding your let, the following procedures should be followed:

a. Talk to the Headteacher and discuss the problem. Allow 5 working days for the situation to be resolved.
b. If still unresolved, the hirer should notify the Governing Body through the Headteacher in writing and allow 5 working days for the situation to be resolved.
c. If still unresolved, the matter will be placed on the agenda of the next appropriate committee of the Governing Body. (If the concern needs urgent attention, a special meeting of this group will be convened).
d. If still unresolved, the matter will be taken to the next full Governing Body meeting and the hirer will receive a written response from the Chair of Governors detailing the outcome.

3. <u>What if a third party complains?</u>

a. If the school receive a complaint from a third party the Governing Body will be notified of the complaint.
b. The matter will be investigated by a representative of the Governing Body and a written response will be sent to the complainant within 10 working days.
c. If any further correspondence is received, the matter will be placed on the agenda of the next appropriate Governing Body committee. A final response will then be sent by the Chair of the Governing Body explaining the final outcome.

<u>APPEALS PROCEEDURE</u>

· If a hirer has a letting agreement withdrawn, they have a right to appeal to the Governing Body. Two months notice of termination will be given for people who let the hall on a regular basis.
· The appeal should be made in writing and will be presented at the next full meeting of the Governing Body.
· The hirer will be informed of any action and/or decision taken by the Governing Body.
· The Governing Body's decision is final.

Appendix



USE OF SCHOOL PREMISES



1 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) Date(s) required: _____

(b) Purpose for which premises required: _____

_____

(c) Is it to be used for sports?_____

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 appropriate)*

(c) Details of admission charges: _____

(d) Do you require the heating to be put on? YES* NO *(delete as appropriate)*

(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: *(delete as appropriate)*

(g) Is alcohol to be served | YES* | NO | *(delete as appropriate)*

If yes please present you alcohol licence to the Headteacher

(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

4 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.

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 _____

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.

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)*

IMPORTANT INSTRUCTIONS FOR OPENING AND CLOSING WHEN LETTING SCHOOL PREMISES

Health & Safety

On opening up you should also open the tall gate outside the fire exit pathway for safe access in the event of a fire.

· The fire exit off the main hall is not for disabled use as it is a stepped area. Anyone requiring wheelchair access must use the front exit.
· **Fire doors** - simply push the bar to exit.
· 1 and 2 other able bodied adults (appointed by myself prior to the event) will take responsibility for ensuring the building is fully vacated. Ensure the fire alarm is activated which is linked up to the fire brigade.

Lighting

· One click down turns the lights on
· One click down turns the lights off
· One click down and hold, dims or brightens the lights
· ALL LIGHTS CAN BE CONTROLLED ON THE TRUNKING TO THE LEFT OF THE HALL BY THE STAGE

Please note there is a projector and screen power switch next to the main lighting controls.
Children should not be allowed to lower the screen under any circumstances!

General Maintenance

· Brush, shovel, red mop (toilets), blue mop (general area) are kept in the cupboard at the rear area of the hall. Cleaning fluid/bin bags can be found under the kitchen sink in the kitchen area.
· Please note all curtains are on pulleys and the actual curtains should not be pulled.
· All stage curtains are also on pulleys at the right hand side of the stage.
· All tables and chairs should be returned to the cupboard at the end of every session so that the hall is left clear, except for the piano and stereo unit.
· All rubbish will be removed from the school (bins available in the alley).

Security

· The hatch should be closed and locked at the end of each session, for fire safety reasons.
· Windows should be in the closed position
· The store cupboard and kitchen should be locked before leaving the premises.
· Use of the PA and AV system can only be done so with direct permission and instructions from the Headteacher.
· Front door and kitchen keypad codes should only be given to staff members and must not be shared with members or the public or children.
· No fire door must be left hooked back.

ST JOHN THE BAPTIST RCP SCHOOL, PADIHAM
KEYHOLDER AGREEMENT

FIRST NAME: _____ SURNAME: _____

ORGANISATION: _____

ADDRESS: _____

_____

CONTACT NUMBERS: HOME _____ WORK _____

MOBILE _____ EMAIL _____

I have read, understood and agree to follow St John's Key Usage Guidelines and fully accept my responsibility as a key holder.

- ☐ Tick this box if you have received the building alarm code
- ☐ Tick this box if you have received the keypad codes for the gates, hall door and kitchen
- ☐ Tick this box if you have received keypad codes for gates and doors.

Signature: _____ Date Received: _____

Key Description	Key holder Signature	Date Issued	Issued by Signature
Front door key	_____	_____	_____
Grey Alarm Fob	_____	_____	_____
School Parish Kitchen	_____	_____	_____
PA Cupboard key	_____	_____	_____

Booking Procedures Checklist for Internal Use

1. Issue applications + Conditions of Usage and Booking Procedure to the potential hirer (as attached).
2. Receive completed application form (mark date of receipt).
3. Assess suitability of applicant.
4. Check availability of premises.
5. Check availability of key holder and confirm booking if required (Agree direct payment of key holder).
6. Check availability of technician if required. (Agree direct payment if required).
7. Present application to Governors for consideration.
8. Inform applicant of Governor decision and place booking on the school calendar with hirers contact details and date for handover of keys etc.
9. Check application to ensure all details completed.
10. Receive copy of public liability up to £5 million and file with application.
11. Book letting on to the online calendar with hirer's contact number.
12. Week before event, Confirm booking in diary, caretaker or keyholder. Arrange for handover of keys, alarm codes and instruction session re opening and locking instructions if necessary. Sign for keys – file with application.
13. Check with care taker morning after letting that the venue was left as agreed to see if any additional charges need to be applied.
14. Send invoice for booking.
15. Receipt of deposit/payment in full – record payment on copy invoice – check account for clearance of BACs payment.
16. Send receipt of payment to the hirer.