



# SHANKLEA PRIMARY SCHOOL

## Lettings Policy

Policy Control Details			
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Prepared by:	Senior Leadership Team	Signature	Date
Approved for issue by:	Gareth Pearson	Signature	Date
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Responsibility for review:	Resources Management Committee		

## **Governing Body Policy Statement on Letting the School**

Shanklea Primary School exists to serve its community; It has a role in providing lifelong learning opportunities. We recognise our premises are a valuable resource within the community and we welcome other users to benefit from them when able to do so. Facilities may also generate income for the school.

The purpose of this policy is to ensure that the most effective use is made of the school premises. The policy sets out the criteria for making the decisions on requests for use by external organisations. However, the letting of any part of the school or its grounds will be at the Governors and Head Teacher's discretion.

### **Relationships to the other policies**

This policy should be read in conjunction with the Equalities Policy, the Health and Safety Policy and the Security and Safeguarding Policy.

In order to comply with this philosophy there should be two categories of hire. “Friends Of Shanklea” being exempt from charges as activities directly benefit the school.

- Local Use – non-profit making groups and registered charities

Groups in this category to be charged on actual cost of caretaking, cleaning, heating and lighting and maintenance as directed by the Local Authority.

To promote good relations in the community a number of local community groups use the facilities at a reduced charge, these groups are mostly sport groups based in the schools catchment area.

- Private hire

Groups in this category to be charged on actual cost by negotiation with the Head Teacher.

The charges will be calculated on a per session basis.

A central booking system is established.

The Headteacher consults with the Governing Body and delegates to the Resource Management / Premises on requests for bookings to consider whether there is a potential conflict of interest.

The Headteacher will report to Governors termly on the use of the premises by outside groups. Issues arising will be noted, together with actions taken and the outcome.

The Head Teacher in consultation with the Governing Body will determine charges annually for each category and sessions based on current figures. Any fee of hiring shall be accordance with the scale of charges determined by the Governing Body subject to revision from time to time, and further charges may be levied if additional personnel or other costs are incurred by the hiring of the Premises.

The Governing Body may suspend or cancel any hiring of the Premises without stating the reasons for so doing, subject to the repayment of the Hire Fee if cancelled before the commencement of the hire period.

There shall be no variation to the terms of the hire without the approval of the Governing Body; and any authorised officer of the Local Education Authority or the Governing Body in the discharge of his, her or their official duties, shall be allowed right of entry to the hired area of the premises at all times.

The school is constrained by law to apply VAT to all transactions where this is appropriate. In general, the letting of rooms for non-sporting activities is exempt of VAT, whereas sports lettings are subject to VAT.

The letting of sports facilities is standard rated for VAT purposes. However, if all of the conditions are met, the letting may be treated as exempt:

- a) The series of lettings is for 10 or more sessions to the same organization
- b) Each session is for the same sport or activity
- c) Each session is at the same location
- 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/s is actually exercised

## **Regulations**

A named person/hirer must discuss/ask the Headteacher for permission to use the school. The event must be well organised and planned by responsible users. The number of people using the school must be stated.

The Hirer is responsible for the health and safety of all persons using the school premises. The person requesting the letting must meet with the School Business Manager and Caretaker prior to the letting to be aware of Health and Safety regulations. The hirer will be made aware of all the emergency exits and safety appliances in the school.

The Hirer must maintain a record of all persons present during the letting (or numbers of those present). In the event of an emergency evacuation, this list will be used by the designated person to take a roll call of individuals in the muster point.

All persons using or coming onto the school premises in consequence of permission granted to the hirer do so in all respects, at their own risk and the hirer must arrange that a notice to this effect is exhibited on the premises throughout the period of occupation.

The Hirer shall strictly observe the conditions of any license granted and it shall be the responsibility of the Hirer to ensure that the conditions of the license are adhered to by all persons making use of the Premises under the terms of hire.

Alcoholic drinks must not be brought on to, or to be consumed in, the school when the premises are let to any outside hirer without the prior consent of the Governing Body. If the hirer intends to charge when serving alcoholic drinks they must have a license from the Local Authority granting permission to do so and a copy must be displayed in school during the letting.

Users who are allowed to use the school equipment must comply with local regulations drawn up by the Headteacher in consultation with the Governing Body.

The Hirer of the premises is responsible for the preservation of good order and behaviour.

The Hirer shall be liable for all damage caused and shall indemnify the Governing Body and the Local Authority against all loss, damage and expense, whether direct or indirect, unless solely and directly due to the negligence of the Governing Body or the Local Authority. Any such damage shall be reported immediately to the school.

The Hirer shall be liable for and shall indemnify the Governing Body and the Local Authority against all expenses, liability, loss, claim or proceedings whatsoever arising in respect of personal injury to or death of any person or damage to any property arising directly or indirectly from the hire unless due solely to the negligence of the Governing body or the Local Authority.

The School, its Governing Body and the Local Authority accept no liability for any insurance obligation arising as a result of this agreement.

The Hirer shall obtain reasonable insurance against legal liability to third parties with a limit of indemnity of at least one million pounds for each and every claim arising out of one or more events.

The Hirer shall take all reasonable steps to ensure no noise or other nuisance is created which will affect others using other parts of the school or the owners and occupiers of neighbouring or adjoining property. There will be no smoking or use of drugs on the premises.

No electrical apparatus shall be brought onto the Premises without the prior consent of the Headteacher.

The security of the building and the integrity of the contents must be assured.

The Hirer is responsible for any damage to property. The hirer must leave the school in the same clean tidy way they find it.

No copyright work shall be performed without the license of the owner of the copyright and payment of the appropriate fees. The Hirer shall indemnify the Governing Body and/or the Local Authority against any penalty or sanction for any infringement of copyright which may have occurred during the hiring.

It is essential that the Caretaker is available to open and lock the premises or supervise as required.

## Appendix A

For such requests the scale of charges will be:

One session, one room for 2 hours on weekdays/week evenings £25

Weekend evening and when hiring party require entrance during the day to set up  
£50.00

A group that has used the facilities over a long period (a number of years) can be allowed a discount with Headteacher and Governing Body approval.

Other requests will be referred to the governing body. These include:

- Requests which include the use of the kitchen
- Commercial bookings
- Special arrangement, e.g Pre-school.

