



Lettings Policy 2023

“Excellence with Compassion”

Governors' Policy on Community Use and Letting of School Premises

The governing body controls the use of the school premises outside school hours and delegates the responsibility for 'premises lettings and community use' to the Resources Committee of the Governing Body.

The governors will consider applications for premises lettings and community use from a variety of registered organisations and groups including: adult education, out of school childcare, sport, youth clubs and voluntary organisations.

The governing body is aware that it **may not use its delegated budget to subsidise non-school activities**. Other sources of income must be found for that, including income from the lettings themselves. The governing body is aware that it may charge some organisations more so that the extra funds can be used to subsidise community users. Overall though, community use must at least cover its own costs. Each letting will be costed by the Senior Administrative Officer and will take account of any staff overtime payments, security costs, energy costs and any other associated expenditure. Hourly rates will be ratified by the Governing Body.

The governing body is aware of the need to ensure the school site and buildings are safe and secure during lettings and therefore require that a member of staff or person nominated by the school is available during the letting period.

Requests for lettings or community use of the school premises need to be made on the appropriate booking form for consideration by the Resources Committee. This duty may on occasions be delegated to the Headteacher.

The governing body is fully aware of its legal requirements relating to premises lettings and community use and has adopted the London Diocesan Board for School's guidance.

All groups or persons hiring the school must abide by the school's Safeguarding policy, and must be in sympathy with the aims and values of St Mary's school. The Governors reserve the right to cancel any booking with immediate effect if it is shown that the letters are not following these guidelines.

Policy agreed by Governing Body: March 2023
Date of Review: March 2024



HIRE OF SCHOOL'S PREMISES

To be completed by the person, aged 21 or over, who will be responsible for the payment of the charges for the use of the accommodation and other facilities and who will give the indemnity required by the conditions described in Part E.

*This application must be forwarded to the person named at the bottom of this page as early as possible and not less than **14 calendar days** before the date of the proposed use.*

Part A - Application *(please complete in black for good photocopying and print throughout)*

Organisation / Person applying	
Name of person responsible for payment	
Address of person responsible for payment	
Daytime telephone number	
Evening telephone number	
Email address	
Name of contact (if different from above)	
Address of contact (if different from above)	
Daytime telephone number (if different from above)	
Evening telephone number (if different from above)	
Email address (if different from above)	

Part B - Requirements *(please complete in black for good photocopying and print throughout)*

Date of event			
Time of proposed occupation start			
Time of proposed occupation end			
Frequency One off ☒ Weekly ☐ Monthly ☐ Other ☐ (please specify)			
Room/s required			
Number of chairs		Number of tables	
Layout of room			
Number of people expected to attend (please see Part D)			
School equipment required			
Will equipment be brought on to the premises?	YES/NO		
If YES what equipment			

Part C – VAT Regulations relating to the use of sports facilities

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

1. The series of lettings is for 10 or more sessions.
2. Each session is for the same sport or activity.
3. Each session is at the same place.
4. The interval between each session is at least one day and not more than 14 days.
5. 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 will be sufficient evidence. Provision or a refund in the event of unforeseen non-availability of the facility will not break the Condition, but provision for a refund in other circumstances will. 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.

6. The facilities are let to a school; a club, association or an organisation representing affiliated clubs or constituent associations (such as a local league).
7. 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.
8. The organisation to which the facilities are let has exclusive use of them during the session.

I/WE HAVE READ THE CONDITIONS OUTLINED ABOVE AND APPLY TO BE EXEMPT FROM PAYING VAT AS WE DO FULFIL THE CRITERIA

Signature	
Date	

Part D – To be completed by the school	
Date application received	
Rates to be charged	£
Hire charge	
Lighting and heating	
Site manager/school keeper	
Other costs	
Other costs	
Total payment due	

Payment due before	
Hirer's insurance – description of evidence seen	
Date seen	

Car parking arrangements	
Any special arrangements	
Responsible person from the school on duty for the letting	
People to be notified	
School representative arranging letting	

Signed on behalf of the organisation / person described in Part A above , whose authority I have to bind them by signing this application, I accept the Conditions of Hire described in Part E.

Signed	
Name	
Date	
Signature of person at the school application to be sent to	
Address of school	

1. Insurance

The hirer must arrange **public liability insurance**:

- to protect the hirer against third party claims for loss, damage, injury or death arising out of the use of the premises for not less than £2 million, and
- to provide an indemnity cover in respect of damage to the premises hired for not less than £2million where such damage can be attributed to the negligence of the hirer or his/her employees or agents;
- indemnity should be extended to include the governing body of the school.

The hirer shall indemnify the Governing Body of the School against:

- all claims, loss, damage or injury which may be brought against or suffered by the Governing Body arising from or in consequence of their hiring of the school premises or equipment;
- the cost of reinstating or replacing any part of the premises or any property which shall be damaged, destroyed or removed during the period of the hiring of the premises;
- any infringement of copyright which may occur during the hiring (if applicable).

2. Health and safety

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.

No exits or corridors may be blocked or fire- fighting equipment removed.

3. Alcohol

Alcohol may not be consumed on the school premises without the written permission of the Governors¹.

4. Licences and copyright

The hirer is responsible for obtaining all necessary licences and copyright consents. The Governors are entitled to require proof of a licence and copyright consent 48 hours before the hiring.

Licences are issued by the local authority and are required for :

- any function at which alcohol is sold
- any entertainment advertised to the general public, whether on payment or otherwise

Licences are **not** required for:

- bazaars, jumble sales, car-boot sales, bingo, whist-drives etc where the proceeds are for the school;
- wedding receptions, private parties.

Copyright consent may be obtained from the Performing Rights Society: T:- 020 7580 5544 or email- musiclicence@prsformusic.com)

5. Car parking

Arrangements for parking on the school premises to be notified to the hirer by the Governors when the application is accepted.

6. Smoking

Smoking including e-cigarettes and vaping is not permitted anywhere inside the school buildings.

7. Payment

- Occasional lettings: a non-returnable deposit of 50% shall be paid when the application is made; the balance to be paid no later than the day of the event.
- Block bookings: payment to be made on invoice at the beginning of each term with full payment required by the half-term.

8. Fixtures and fittings

No fixtures or fittings or other objects shall be driven into the fabric or furnishings, or affixed to them, without the prior written agreement of the Governors.

9. Use of furniture and equipment

The movement of school furniture and equipment from room to room is not permitted, unless previously agreed in writing with the governors. The use of all equipment and apparatus is subject to the prior written agreement of the Governors.

10. Hirer's apparatus / equipment

The hirer shall obtain the Governors' written agreement to the bringing onto the school premises of any apparatus or equipment.

The hirer shall ensure that such apparatus or equipment is removed within such time as the Governors may allow. Any property not so removed may be removed by the Governors at the hirer's risk; the cost of such removal, together with any storage charges incurred by the Governors, shall be recoverable from the hirer.

11. Liability

The Governors shall not be liable for any loss or damage caused to the hirer or to any other person as a result of:

- any failure or defect or want of repair in any of the fixtures, fittings, furniture, equipment or appliances belonging to the school or LA at the school; or
- any failure or interruption in the supply of water, gas or electricity to the accommodation; or any defect or want or repair in the premises or in the means of access to the premises; or
- any theft or malicious or accidental damage to or loss of any property of any person taken or left at the premises.

12. Number of attendees

The hirer shall not allow on the school premises more than the number of persons stated in the application form.

13. Use of premises

The use of the school premises is limited to the times and nature of the event described in the application form. The hirer is responsible for ensuring good order is maintained throughout the period of hire.

14. Advertisements

- No advertisements, emblems or slogans shall be displayed outside the school premises without the prior permission of the governors.
- The hirer shall remove from inside the premises any advertisement, emblem or slogan if, in the opinion of the Governors, is unlawful, unseemly, likely to lead to a disturbance or expose the premises to undue risk of fire.

15. Right of entry

The Governors, the Headteacher, Deputy Headteacher and others appointed by the Governors, shall have right of entry to the premises during the hiring.

16. Reporting damage

Any damage to the premises or its contents by the hirer must be reported on the day of hire to the school-keeper or person from the school supervising the letting. This must be followed by a written report on the damage caused.

17. Additional conditions

The Governors reserve the right to provide additional conditions to those described in this paper as they would consider appropriate.

18. Condition of premises

The hirer is responsible for leaving the premises in the same condition as it was before the hire and for ensuring that everything is clean and tidy.

19. Cancellation

- Occasional bookings: The hirer to give at least 10 calendar days' notice of a cancellation.
- Block-bookings of a term or longer: at least two months' notice of cancellation to be given by the hirer or Governors. Shorter periods of notice may be mutually agreed.
- If the Governors consider it likely that any one of these conditions will not be complied with by the hirer, the Governors may terminate the hiring forthwith by written notice to the hirer.
- If, during the period of a hiring, any Governor, the Headteacher or any other authorised member of staff who may be present is of the opinion that any of these conditions have not been complied with or that disorder, damage to property or an illegal act has taken place or is threatened, that person may summarily terminate the

hiring by oral notice to the hirer, or (in his/her absence) to any other person or persons apparently in control of the proceedings, whereupon the premises shall be vacated forthwith.

- In the event of the hiring being cancelled under either c) or d) above the Governors shall be under no liability to refund any payment made for the hiring or to compensate the hirer or any other person for any loss or damage sustained in consequence of the cancellation.

GUIDANCE NOTES FOR GOVERNORS

Hiring rates Legislation requires that any costs of hiring premises, which are charged to the school's delegated budget must be repaid to that budget from income received, for example costs of electricity, heating and payments to the school-keeper.

- **Community use weekdays –£20/ hour from 1st September 2017**
- **Community use weekends –£20/ hour from 1st September 2017**
- **Commercial use weekdays –£36/ hour from 1st September 2017**
- **Commercial use weekends –£60/ hour from 1st September 2017**

1. **Income** The governing body is legally responsible for the premises of a voluntary aided school and should decide how income is to be spent. However, governors must remember that the school's delegated budget has to be refunded for all heating, lighting and any staff salary costs before allocating income to anything else.
2. **Numbers** (Condition No.6) Governors should remember that they have a legal responsibility to comply with the maximum figure allowed under health and safety requirements for their premises. Maximum numbers permitted to attend a car boot sale should be obtained from the local authority.
3. **Licences** There is no national guidance regarding the issuing of licences, each local authority decides its own policy, so requirements can vary between authorities. The requirements given in Condition 4 are generally applicable.
4. **Continued use** The continued use of school premises for other than education purposes e.g. car boot sales on a weekly basis, should be checked with the local authority.
5. **Site manager / School-keeper**
 1. Voluntary aided schools are not bound by national agreements between LAs and unions and are free to decide whether or not the school-keeper should be on site throughout a period of hire. However, it should be

remembered that overtime payments to site-managers are included in the calculations for pension.

2. The site-manager should be informed of all lettings, whether or not s/he will be on duty for the letting.
 3. If the site-manager is not be on duty, the person responsible for supervising the letting must know the procedures to be followed in the event of an emergency, for example, the whereabouts of first aid supplies, emergency telephone, fire-extinguishers, emergency exits. S/he must also know the procedure for reporting any damage to property or premises and ensure that a report is submitted.
6. **Car-parking** Governors should ensure that they comply with their local authority's requirements relating to the parking of cars.
7. **Cases of disorder** (Condition 19d) It is advisable for governors to provide a clear procedure to be followed by the site manager, or other member of staff, should it become necessary to require the hirer to vacate the premises.

8. **Security and keys**

1. The head and chair of the governing body should agree on who may hold keys to the premises.
2. The names, addresses and telephone numbers of key holders should be held by the LA, police and fire services. It is important that correct procedures are followed or any claim on insurance could be jeopardised.
3. Anyone (governors, head or staff) going on to the premises outside school hours should notify the site-manager.

10. **Use of premises for elections** For parliamentary, local and European parliamentary elections, the Returning Office may use any part or all of a voluntary aided school for the purposes of the election.

"Free of charge" means that the school cannot make a "hiring" charge for this use of the premises. However, any expenses incurred in preparing, heating, lighting, cleaning the room(s) or caretaking costs, are met either by the Returning Officer or the candidate, as appropriate.

APPENDIX 1 – St Mary’s Ethos and Values Statement

We are a Church of England primary school with a strong Christian ethos. Our vision for the school is:

‘Excellence with Compassion’

To provide an excellent learning environment, which promotes achievement in every area, and nurtures the social, emotional and spiritual well-being of the whole school community.

As a Church school, we believe every child is made in the image of God, and therefore we want the very best for them. That means achieving the highest possible academic standards, but also means that we value the whole child – mind, body and spirit – and seek to create a culture of love, respect, wellbeing and safety for everyone in our community.

Our vision is based upon Jesus’ commandment in Mark 12:31: ‘Love your neighbour as yourself.’

As a result, we aim to value ourselves as special and unique, value each other and treat each other with kindness, respect and grace, and value families and communities as the places where love can flourish. At St Mary’s we welcome everyone to be part of our school community; as well as a number of Christian families, many of our children are Muslim or from other faith backgrounds. This is a real strength of our school, and part of what makes our school community such a wonderful place.

We have 6 core values, rooted in our Christian faith, which have been chosen by the pupils, parents, staff and Governors of our school:

Love – to show love and kindness to one another, and to the wider community, even when it is not shown to us. This way we can bring light into the world, and dispel hate and fear.

Respect – everyone is valued in our community and we treat others as we would want to be treated ourselves. We choose to conduct ourselves courteously and be polite to everyone whatever the circumstances.

Curiosity – we love learning and want to foster a passion for discovery and exploration. We believe that as God created the world, we too can be creative and want to fulfil our potential. This also means that it is ok to make mistakes as it is one of the ways in which we learn.

Forgiveness – we want to be part of a community that forgives and moves on, not holding grudges. We believe that there is always hope and always a way to mend things that go wrong.

Honesty – it is always important to tell the truth, whether we have done the wrong thing, or whether wrong has been done to us. That way we can move on and create trust amongst us.

Feeling Safe – we care about each other and those around us by working hard to keep them safe. This means saying no to bullying and any form of abuse and being careful not to harm others. Racism, sexism, homophobia and discrimination of any kind is not tolerated.