



# Greenwood Tree Academy Trust

## Lettings Policy

### Milborne St Andrew First School

POLICY DETAILS	
Author:	Trust Business Manager
Next Review Date:	September 2021
Committee Approval:	Finance and Resources Committee
Date of Approval:	12 June 2019
LBG Adoption:	22 July 2019
Signed by Chair of LGB:	
Signed by Headteacher of School:	
Target Audience:	Staff/Community

POLICY HISTORY			
Approved on:	Version No	Next Review	Nature of Change
27.09.17	1	September 2019	New

Version 1.1

# **Greenwood Tree Academy Trust (GTAT)**

## **LETTINGS POLICY**

The letting of the school premises by the community is welcomed, subject to the following conditions:

- Use of the premises for school functions will take priority over lettings.
- The Governing Body will set charges for lettings guided by these principles: -
  - Lettings to the school Friends Association will be free of charge.
  - Lettings to charitable and bona fide community groups will be charged at cost, to cover caretaking, energy, wear & tear, administration. The Governors have the discretion to waive this charge.
  - Lettings to all other hirers will be charged at cost plus a profit margin determined by the Governing Body

### **Variation of Scales of Charges and Cancellations**

The Hirer acknowledges that charges may be increased in accordance with the rates from time to time agreed by the School or where appropriate by the Governors of the School, or that the letting may be cancelled provided that in each circumstance at least 14 days' notice either way is given.

- Income derived from lettings will be retained by the school and costs to the school of lettings will be met from this income.
- The school premises will not be let to individuals or organisations if there is reason to believe the name of the school will be brought into disrepute.
- Decisions whether to permit lettings of the school premises\grounds will be made by the Headteacher. If the Headteacher believes a letting should not be permitted he\she will report the reasons to the Local Governing Body.

### **Guidelines**

- All lettings will be at the discretion of the governing body or its representatives, who may refuse lettings if they consider it in the interests of the school to do so.
- All bookings should be made through the school or finance office.
- No lettings or hirings will be permitted which facilitates or promotes extremism or terrorism or which allows access to or dissemination of information in any form relating to extremism or terrorism or which causes or might cause the school to be in breach of any duty under the counter terrorism and security act of 2015 or guidance issued to that act.
- Lettings should take place between the hours of the school day and term times. Consideration may be given to allowing lettings during the weekend and school holidays (additional costs may be charged e.g. caretaking) and interested parties should apply to the school.
- Lettings after midnight will not be permitted.
- All hirers must comply with the regulations set out on the booking form (available from school or finance office)
- All hirers must be aged over eighteen.
- It is the hirer's responsibility to leave the facilities clean and tidy. Cleaning equipment will be made available for this purpose. The Hirer will be responsible for the

- collection of rubbish into bins provided for this purpose. Any exceptional cleaning required as a result of a letting will be chargeable to the Hirer.
- Regular hirers will be encouraged to book sessions on a termly basis.
  - All hirers must secure insurance cover for the letting, including for public liability unless they meet the criteria below:
    - Where the hirer does not have its own public liability cover, the school's insurance includes an extension for Hirer Liability which will provide indemnity to any person or organisation that the school has hired rooms where that person or organisation does not have public liability insurance. However, it would not be the intention of the our insurance to provide cover for liabilities of large groups or organisations who are hiring the premises who would typically purchase public liability insurance and schools should request from such groups evidence of their third party public liability insurance.
  - All school buildings, associated premises and grounds are non-smoking areas including the use of E-cigarettes.
  - The school is not responsible for any loss of or damage to vehicles parked on its premises, or their contents
  - Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating the driving of nails or screws into fixtures forming part of the school fabric will be permitted. In the event of any damage to the premises or property the School shall make it good and the Hirer shall pay the cost of such reparation.
  - The Hirer is not permitted to sub-let to another person.
  - No intoxicants may be brought on to or consumed on the premises without prior approval of the Governing Body.
  - The Hirer shall not use the premises or permit them to be used for gaming.
  - Dogs are not permitted on school premises.
  - Current lettings charges are available from the school office (for current charges see Appendix I).

### **Use of Playing fields and School Grounds**

- The playing fields must be left in a fit state after any letting. Should any damage occur, the school can make arrangements to recover the costs of making good from the hirer.
- Additional damage and/or costs may occur when lettings involve camping/caravans, heavy vehicles/equipment, horses. However, this type of use is to be discouraged as it is most likely to cause damage to the playing field and detrimental to the school's ability to provide the PE curriculum.)

## **Safeguarding and Child Protection**

- Hirers providing services to children must have policies and procedures in place to ensure children's safety and any Risk Assessments and DBS certificates required by the Hirer must be supplied to the school upon request.
- The Hirer must ensure that a sufficient number of adults are stationed to prevent more children being admitted than planned for, to control the movement of the children and to take all reasonable precautions for the safety of the children as required by the Children's and Young Person's Act.
- The Hirer must ensure that Risk Assessments have taken into account the nature of the proposed use and the background of the people (including any 'customers' or visitors) associated with it will need to be undertaken, with more detailed checks possibly being required if the operational hours will overlap the school day.

## **Health and Safety**

- The Hirer must comply with all laws relating to the Premises and the occupation and use of the Premises by the Hirer, including but not limited to Health and Safety legislation.
- The Hirer should, as far as possible, have an accurate list of those present.
- Any portable electrical equipment to be used must have a current PAT test certificate if electrical.
- The Hirer must ensure they are aware of the fire exits and the fire and emergency evacuation procedures. The Hirer is required to take any precautions necessary to ensure the safety of those attending during the Hire Period, including ensuring the means of escape from fire are not blocked or impeded.
- The Hirer will immediately inform the School of any emergency, accident or serious incident that occurs during the Hire Period by telephoning the School Emergency Contact. The Hirer will be responsible for reporting any accident to the Health and Safety Executive.
- All hirers must adhere to the school's policies on the use of specific equipment as well as its overall policy for Health and Safety. The school is not liable for any injury or loss due to non-adherence of these procedures and rules.
- A review of the risk assessment for the activity will be required. If the Hirer has produced a risk assessment then the hirer is responsible for undertaking the review and informing the school of any findings that may be relevant.
- Schools are NOT responsible for undertaking risk assessments for Hirer's activity(ies).

### **Public Safety**

- The Hirer shall be responsible for the prevention of overcrowding such as would endanger public safety and for keeping clear all gangways passages and exits.
- The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct.
- All persons hiring the school premises will be expected to conform to the relevant Health & Safety regulations.

### **Copyright or Performing Rights**

- The school premises will not be let for functions where a Public Entertainment Licence is required, except in exceptional circumstances and with the prior consent of the Governing Body.
- The Hirer may not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and must indemnify GTAT against all sums of money which the Trust may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire.

### **Licences**

There are a variety of licences that may be required for different types of function. The onus is on the Hirer to ensure which are necessary, and must produce documentary evidence before the letting takes place. The Hirer will indemnify the school and The Trust against any action brought about by failure to obtain the necessary licence(s).

The following categories of letting may require a licence:

- Theatre licence
- Copyright/Royalty licence
- Cinematography licence
- Alcohol
- Music, Singing and Dancing

### **Advertising**

The school must approve all advertising and posters concerning the use of the premises.

## **VAT on Lettings**

Generally, school lettings are exempt from VAT, but there are special rules relating to sports facilities and specialised facilities.

### **1. Sports facilities:**

- The letting of facilities, designed or adapted for any sport or for taking part in physical recreation is normally STANDARD RATED. Such facilities include the swimming pool, tennis and netball courts and cricket, rugby, football and hockey pitches.
- The Hall, even though it has floor markings for playing sports, is classed as a general-purpose hall and is therefore EXEMPT from VAT, even when let for playing sport.
- The letting of sports facilities may be EXEMPT from VAT if:  
The letting is over 24 hours, or there is a series of lettings to the same person over a period of time.
- Single Lets – the 24 hour rule:  
Single lets of sports and physical recreation facilities for a continuous period of over 24 hours to the same person are EXEMPT from VAT provided the person to whom they are let has exclusive control of them throughout the period.
- Series of Lets:  
A series of lettings of sports or recreational facilities is EXEMPT from VAT provided that: The series consists of 10 or more sessions; and each session is for the same sport or activity; and each session is in the same place (although a different pitch, court or 'lane' or a different number of pitches etc, at the same premises is acceptable); and the interval between each session is at least a day and not more than 14 days (although the duration of each session can be varied). Letting for every other Saturday afternoon fulfils this condition but there is no exception for longer intervals than 14 days which arise through closure e.g. for public holidays; and the series is to be paid for as a whole, and there is written evidence to that effect; and the facilities are let out to a school, club, association or an organisation representing affiliated clubs or constituent associations (such as a local league); and the person to whom the facilities are let has exclusive use of them during the sessions.

### **Summary of VAT Regulations**

- Sports facilities:
  - a) Series of 10 or more lettings, once a fortnight or more frequently – EXEMPT.
  - b) Series of lettings at intervals greater than 14 days – VAT at 20%.
  - c) A 'one-off' letting of less than 24 hours – VAT at 20%
  - d) A 'one-off' letting for a continuous period of over 24 hours to the same person who has exclusive control of the facilities throughout the period – EXEMPT.
- Provision of Specialised facilities:
  - a) Hire of Hall, classroom or other accommodation WITHOUT specialised facilities – EXEMPT.

b) Hire of Hall, classroom or other accommodation WITH specialised facilities – VAT at 20% on the specialised facilities alone.

- Letting land, premises or a room is generally exempt from VAT. This includes the provision of minor equipment such as tea/coffee making facilities or a TV/video. This does not include sports equipment or facilities, although the letting of a sports hall for a meeting or other non-sports purpose is still exempt.
- If a separate charge is made for hiring equipment, this is subject to VAT.
- Charges for parking, caravan or tent pitches are always subject to VAT.

### **Bookings and payments**

All applications for the use of the premises should be made to the school or finance office.

The hirer will receive two copies of the booking form (Appendix 2) which sets out the time and date of the proposed hiring and the precise definition of the premises and facilities to be hired. One copy of this booking form should be returned to the school, after signature, to confirm the booking application is correct.

- Information on maximum numbers is provided at Appendix 4, along with general fire safety information, including emergency exits (Appendix 5)
- The application is considered by the Finance Committee, or Headteacher on its behalf, and a decision is made whether to permit the hire.
- An invoice is issued prior to the letting and must be paid in advance.
- Two copies of the agreement form (Appendix 3) are sent to the Hirer. One copy of the agreement should be returned to the school, after signature, to confirm the booking.
- The site manager is informed.

### **Indemnity and Insurance**

1. The Hirer shall be liable for and shall indemnify the School Governors against all actions, claims, costs, expenses and liabilities arising under statute or common law from injury to or the death of any person and/or the loss of or damage to any property, including property belonging to the School insofar as they arise from matters pertaining to this agreement (except and to the extent that such actions, claims, costs, expenses and liabilities may arise solely out of the act, default or negligence of the School, its employees or agents).
2. Without prejudice to the Hirer's liability above, the User shall effect and maintain appropriate insurance policies with a reputable insurer. Public liability cover should be arranged in such sum as is deemed prudent in all circumstances by the User and in any event for not less than £5 million for any one incident, the number of incidents during the period being unlimited. Employers liability cover must be maintained for an amount not less than required under statute.
3. The Hirer shall produce such evidence to confirm that the insurance referred to above has been effected and is in force at all times. The Governors reserve the right to refuse and/or amend the cover arranged.

## **Appendix 1**

### **Current Charges – June 2019**

**Scale A is charged to non-profit making groups (charitable and community groups).**

Community Groups charged at £8.00 per hour

**Scale B is charged to private individuals and groups.**

No lettings to Private individuals or Groups *(No time capacity in week unless weekend hire which we don't do)*

All charges are expected to cover the costs to the school – staff, cleaning, wear and tear etc. For bookings that start or finish outside of normal school operating hours, an increase in charges (e.g. to cover the cost of heating, unlocking and locking of the premises, etc) may be made.

Some bookings may be VAT payable in accordance with the current VAT regulations.



## Appendix 2

### Booking Form

Milborne St Andrew First School

Name of Hirer \_\_\_\_\_

Organisation \_\_\_\_\_

Address \_\_\_\_\_

Contact Numbers \_\_\_\_\_

Email Address \_\_\_\_\_

Date of Letting	Duration of Letting		Accommodation/Facilities Hired	Amount		VAT		Total	
	From	To		£	p	£	p	£	p
<b>Total</b>									

\_\_\_\_\_  
Signature of Hirer

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Sign and Print Date

By signing this form, you agree to abide by the conditions and regulations of Hire. The Trust cannot be held responsible for any issues which may arise out of your letting of these premises. You also agree that the appropriate insurance has been arranged in line with the conditions of this policy.

Please return a Signed copy of this Booking Form to the school or finance office.

**Please Note:** Persons signing this Declaration must be of 18 years of age or over.

You will be sent confirmation of whether this application has been accepted or rejected by post or email. No letting will be regarded as booked until payment has been received and the Hire Agreement has been signed by the Hirer and the School.

### Appendix 3

#### Agreement Form - Particulars of Hire

Milborne School permits the hiring of facilities within the School Premises as set out below:

Name of Hirer	
Address of Hirer	
Premises to be Hired	
Hire Period	From (date..... and time.....)  To (date..... and time.....)
Hire Fee	
Invoice Raised	
Invoice Paid by	Insert pay by date if not received
Permitted Use	
Equipment Provided	
School Emergency Contact	
Any other information or arrangements	

Signed on behalf of the School .....  
Date.....

The Hirer confirms that they have read and understood the condition of the lettings policy and agrees to be bound by such terms and conditions from the commencement of this agreement.

Print

Name.....  
.....

Signed        on        behalf        of        the        Hirer.....  
Date:.....

## Appendix 4

Capacity of Hall = 100

# School Fire Risk Assessment

<b>ESTABLISHMENT:</b> Milborne First School <b>Review Date</b> Jan 2021 <b>Assessed by A Andrews Jan 2017</b> (no structural alterations done since last reviewed)				
<b>What is the main method of fire detection:</b> people and smoke detectors				
<b>IDENTIFY FIRE HAZARDS</b>				
<b>Sources of Ignition</b>		<b>Sources of Fuel</b>		<b>Sources of Oxygen</b>
<i>E.g.</i> Gas fired boilers , faulty electrical appliances misuse of electrical appliances, fixed electrical wiring installation, arson, smokers materials naked flames, contractors undertaking hot work, cooking equipment portable / fixed heaters DT-science demonstrations / practicals		<i>E.g.</i> Furniture and furnishings, packaging, paper, card and books etc. piped gas supply flammable liquids / chemicals, aerosols, gas cylinders /cartridges, waste, wood dust / shavings etc. shredded paper Props, scenery, stage curtains flammable gas cylinders (LPG, acetylene etc.)*  foam filled equipment such as gym mats (These will burn rapidly, liberate hazardous gases and deplete oxygen quicker than other burning items )		<i>E.g.</i> Oxygen cylinders (medical or for welding)*  Oxidising agents  <b>* consider marking on plan location will require signage if cylinders present</b>
<b>IDENTIFY PEOPLE AT RISK</b>				
<b>People At Risk:</b>	<i>Employees, non-employees such as temporary and agency staff, contractors, visitors, members of the public, children, residents and service users</i>	<b>Known special requirements:</b>	<i>Mobility Learning Disabilities Visual Language Issues Hearing</i>	<b><u>Occupant Capacity</u></b> <b>Hall 100</b>

The way to work out capacity of the hall is as follows.

Accurately measure the hall and work out the size in square metres. Deduct from this size the amount of room taken up by furniture and fittings such as a piano, benches and other unusable space such as a stage etc in square metres. The resultant figure should then be doubled and this is the maximum number of persons who can be accommodated.

However, a limiting factor is the minimum requirements for sizes of escape doors as follows:

200 persons – 2 exits of 1.124 metres

300 persons – 2 exits of 1.724 metres

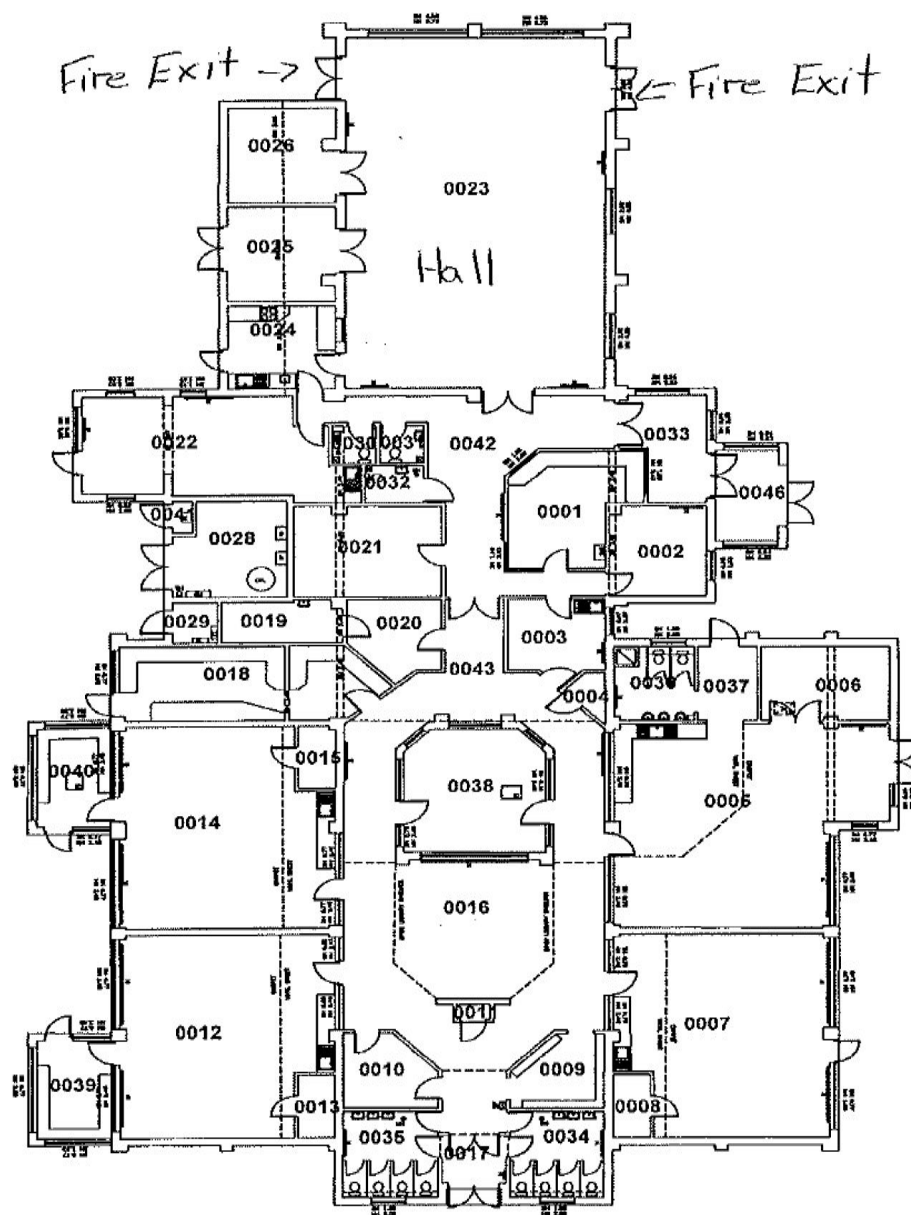
400 persons – 3 exits of 1.124 metres; 2 exits of 2.050 metres

500 persons – 3 exits of 1.424 metres; 2 exits of 2.550 metres

600 persons – 4 exits of 1.124 metres

## Appendix 5

General fire safety information, including emergency exits.



**BLOCK A  
MILBORNE ST ANDREW FIRST SCHOOL**