

### **Introduction**

The Governing Body at Red Marsh School should regard the school buildings and grounds as a community asset and should make every reasonable effort to enable them to be used as much as possible, although this situation may be reviewed in light of any potential health and Safety requirements during the Covid-19 or similar outbreak. However, the overriding aim of the Governing Body should be to support the school in providing the best possible education for its pupils, and any lettings of the premises to outside organisations should be considered with this in mind.

The school's delegated budget (which is provided for the education of its pupils) should not be used to subsidise lettings by community or commercial organisations. Charges should be levied to meet the additional costs incurred by the school in respect of lettings of the premises. Within this framework, schools may charge some organisations more than cost and subsidise other users provided that overall charges for community use at least cover additional costs.

### **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.

### **Lettings Policy**

The Governing Body is responsible for adopting a lettings policy for the use of the school premises. A policy is provided at Appendix A. This is reviewed on an annual basis. Charges to be levied should include the following:

- Cost of services (heating and lighting);
- Cost of staffing (additional security, caretaking and cleaning) – including "on-costs";
- Cost of administration;
- Cost of "wear and tear";
- Cost of use of school equipment (if applicable);
- Profit element (if appropriate).

Where there are multiple lettings taking place at the same time, the costs for services and staffing may be shared between the organisations involved.

## 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 B (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](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 531636).

## 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.

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.

## Management of Lettings

The Headteacher is responsible for the management of lettings, in accordance with the Governing Body's policy, together with the [guidance on Keeping children safe in out-of-school](#) settings which details the safeguarding arrangements that schools and colleges should expect these providers to have in place. 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. Schools should take appropriate safeguarding advice, transfer of control information and guidance, including a draft written agreement of safeguarding responsibilities for a third party provider using a school site is available from the school safeguarding team.

## The Administrative Process

Organisations seeking to hire the school premises should approach the Headteacher, who will identify their requirements and clarify the facilities available. A lettings application form (Appendix B) should be completed at this stage.

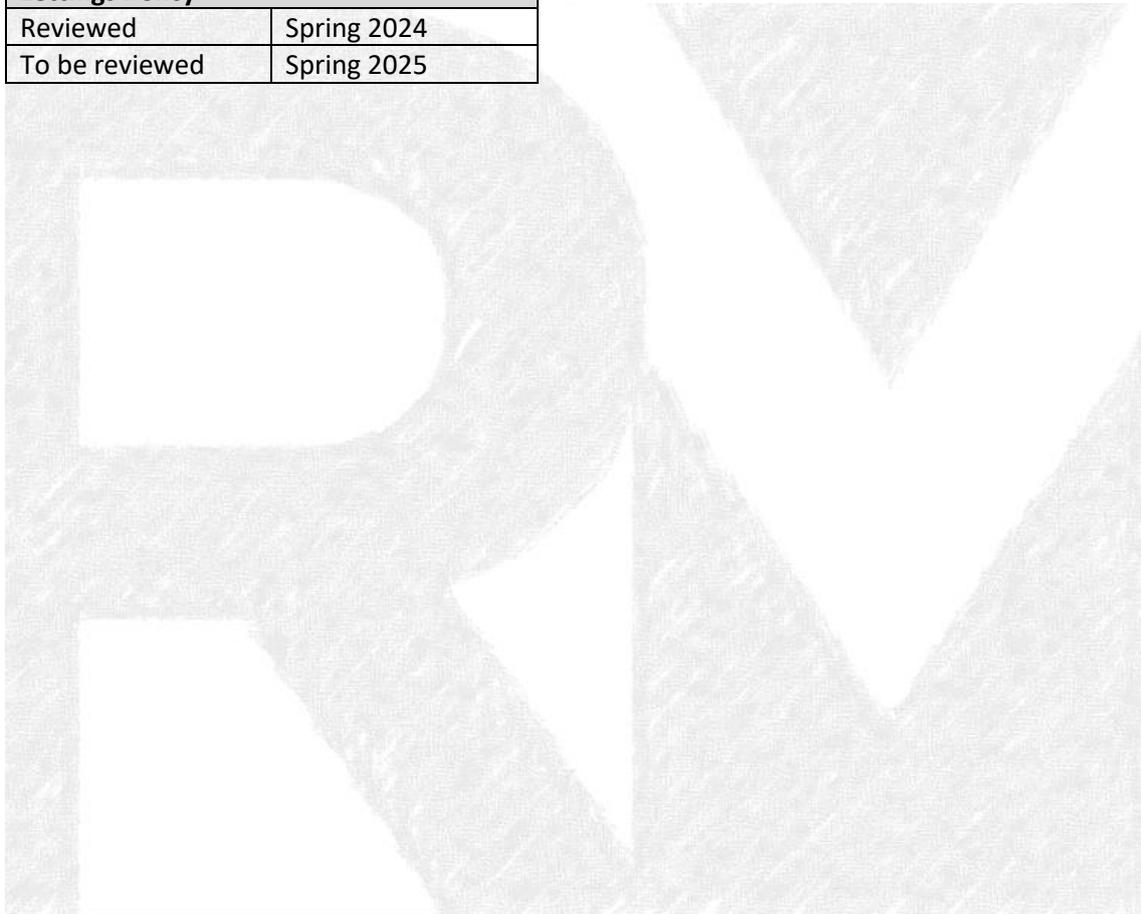
Once a letting has been approved, a letter of confirmation should be sent to the hirer, setting out full details of the letting and enclosing a copy of the terms and conditions of the hire agreement. The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the Governing Body's current scale of charges.



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.

<b>Lettings Policy</b>	
Reviewed	Spring 2024
To be reviewed	Spring 2025



## Appendix A

For all Users

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.
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.
16. It is the responsibility of the hirer to complete risk assessments for the group or individuals using the school premises.
17. It is the responsibility of the hirer to read schools risk assessments regarding the school premises.
18. It is the responsibility of any hirer who hires part of the school during school hours to ensure they understand how to evacuate the building following the school procedures.
19. It is responsibility of the hirer if they hire the school during holidays or after 15:30 to

ensure they have their own evacuation procedures which have been shared with school and their staff

20. When the hirer signs this form it will act as a transfer of control agreement regarding safeguarding. Therefore it is the responsibility of the hirer to have and follow their own safeguarding policies and procedures.

### **Users of Hydrotherapy Pool**

In addition to the above:-

1. There is to be no outdoor footwear worn on the poolside, unless covered with overshoe covers, available at the entrance to the changing rooms. Prams and wheelchairs are not allowed on the poolside.
2. Individuals must wear clothing which is appropriate to the activity undertaken.
3. All users must ensure that full consideration is given to health and safety issues and guidelines adhered to where directed.
4. All users must ensure that the correct and safe use of school equipment is maintained at all times.
5. All organisations and individuals will be held responsible for any damage or loss of equipment resulting from negligence/misuse.
6. The consumption of food is not allowed anywhere in the pool building.
7. The person in charge must report to school reception on arrival and departure.
8. Report any operational difficulties to school management.
9. It is the responsibility of the hirer to complete risk assessments for the group or individuals using the pool.
10. It is the responsibility of the hirer to be familiar with the normal operating procedures and emergency procedures and adhere to these at all times.
11. Where an organisation's operating procedures and emergency procedures are specific to the group eg baby swimming and it is agreed by the governors of the school, then they may follow their own procedure