



# **LETTING POLICY**

## **OCTOBER 2018**

Adopted by FGB: 8<sup>TH</sup> October 2018  
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Review Date: September 2019

# Wimborne First School Lettings Policy

## 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 bona fide community groups will be charged at cost, to cover caretaking, energy, wear & tear, administration. E.g. Brownies
  - Where a letting is subsidised by the Youth Community Service that Service will determine the proportion of the letting charge to be paid direct by the Hirer.
  - Where the school is used as a polling station the relevant authority will be charged the actual additional costs incurred by the school.
  - Lettings to all other hirers will be charged at cost plus a profit margin determined by the Governing Body
  - Not to use or permit or suffer the Property or any equipment at the Property to be used in any manner for any purpose which facilitates, encourages or promotes extremism or terrorism or which allows access to or the dissemination of information in any form relating to extremism or terrorism or which causes or might cause the landlord to be in breach of any duty under the Counter-terrorism and Security Act 2015 or guidance issued pursuant to the Act.

## VARIATION OF SCALES OF CHARGES AND CANCELLATIONS

- The Hirer acknowledges that charges will be reviewed every March so the letting agreement runs from 1<sup>st</sup> April to the 31<sup>st</sup> March each year agreed by the Governing Body. A letting may be cancelled provided that in each circumstance at least 28 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 Head teacher who will take into account factors such as; whether the hirer meets the ethos of the school.

<b>Lettings charges as from (date):</b>	<b>1<sup>st</sup> April 2018</b>
<b>Hall and use of outside grounds</b>	<b>*£15 per hour</b>
<b>Hall &amp; use of classrooms</b>	<b>*£15 per hour</b>
<b>Hall</b>	<b>*£15 per hour</b>
<b>Use of Playing fields and School Grounds</b>	<b>*£30 per hour</b>
<b>Car Parking space per year</b>	<b>*£300 plus Vat</b>

**Use of zone 1 (hall, toilets, kitchen, field) in the school holidays 8.30-5pm \*£100 per day for up to 15 children. This will increase on a sliding scale with numbers of children.**

**Please note that lettings will be invoiced at the beginning of each term and the due date for payment will be the Friday before the half term holiday.**

**Callout charges – Please note if there is a call out fee for the school alarms being set off during a letting then this will be billed to the letting provider.**

- 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 playing field and detrimental to the school's ability to provide the PE curriculum.)

### **VAT on lettings**

- 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.
- The exempt charge is not affected by the use the hirer makes of the room, even if the hirer is charging an admission fee (it will be the responsibility of the hirer to add VAT to their admission charge if they are eligible to do so). However, if the school holds an event and charges an admission fee, those fees will be taxable.
- If hiring sports pitches, equipment or facilities for a single session, VAT will apply. However, if the letting is to a school, club or body with a written constitution, the letting can be VAT exempt if all the following conditions are met
  - A series of 10 or more sessions are booked
  - The interval between each session is at least one day and no more than 14 days
  - Each session is for the same activity
  - The group has exclusive rights during those sessions
- Charges for parking, caravan or tent pitches are always subject to VAT.

### **Bookings and payments**

- Applications for the use of the premises should be made to the Headteacher, on a booking form available from the school office. These will be stored in the lettings folder in the school office.
- The Finance Officer invoices the lettings termly and they pay by cheque or cash. A receipt is issued to the lettings. Non-profit organisations are invoiced for sessions used. All other lettings are invoiced for the entire school terms.

## 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). The finance officer checks public liability, risk assessments, CRB and keeps records up to date. It is the responsibility of the Hirer to ensure that CRBs are current and that if personnel changes during the year that they inform the finance officer immediately. The finance officer will ensure checks are remade before these persons are permitted the hire of the school facilities. These are reviewed annually in March.
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. Employer's liability cover must be maintained for an amount not less than required under statute.
3. The Hirer shall produce such evidence as the Governors may reasonably require 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.

## PROTECTION OF PREMISES AND MOVABLE PROPERTY

1. (i) 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.
- (ii) The Hirer shall be responsible for ensuring the premises are left in a tidy condition and 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.

## PUBLIC SAFETY

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

## COPYRIGHT OR PERFORMING RIGHTS

3. (i) 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's Premises committee.
- (ii) The Hirer may not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and must indemnify Dorset County Council against all sums of money which the County Council may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire.

#### SUB-LETTING

4. The Hirer is not permitted to sub-let to another person.

#### INTOXICATING LIQUOR

5. No intoxicants may be brought on to or consumed on the premises without prior approval of the Governing Body.

#### SMOKING

6. Smoking is not permitted on the school premises, including the school grounds.

#### DOGS

Dogs are not permitted on school premises, including school grounds, at any time

## Appendix 1



### **Wimborne First School – Lettings Contract**

To be issued to all new lettings, and on the 1<sup>st</sup> September each calendar year.

In accepting the letting of our buildings, playground, paddock and/or equipment you do so with the following conditions and requirements.

- Prior to any lettings commencing the school require proof of DBS Checks, Public Liability Insurance (up to £5 million), Risks Assessments, Safeguarding Policy and Certificates and this signed and dated agreement
- Use of the premises for school functions takes priority over lettings
- Charges are agreed beforehand, however in the event of any additional charges incurred by the school, such as alarm call outs, legal breaches or damage to the premises, these charges will be forwarded to the hirer at cost with an additional 10% charge for administration
- Decisions whether to permit lettings is the sole discretion of the Head Teacher, based on factors such as whether the hirer meets the ethos of the school
- The premises will not be used to facilitate, encourage or promote extremism, or terrorism, or allows access to or dissemination of information relating to extremism or terrorism
- The school will not be let to individuals or organisations if there is reason to believe the schools name or reputation will be brought into disrepute
- The premises, playground and/or paddock are left in an acceptable condition following the letting
- The hirer must provide evidence of Public Liability Insurance prior to commencement of first letting. It is the hirers responsibility to update this to the school as and when it is renewed
- If payments become overdue by more than 60 days the lettings will be cancelled until such time as the hirer brings payments up to date
- It is the hirer's responsibility to ensure that all required DBS Checks are carried out and valid
- It is the hirer's responsibility to ensure that all Risk Assessments are carried out and valid for the activities to be carried out
- It is the hirer's responsibility to ensure that an adequate number of First Aiders are available, and that suitable First Aid Boxes are available. The school has no responsibility for First Aid to lettings.
- All persons hiring the premises and grounds will be expected to conform to the relevant Health & Safety regulations
- The hirer must ensure that there is no overcrowding, and all emergency exits are kept clear
- The hirer must ensure adequate levels of supervision to maintain good order and conduct

- No subletting is permitted
- There is no smoking, alcohol, drugs or dogs on the premises or grounds at any time
- The hirer will not breach public performing or copyrighting regulations
- The hirer will be aware of the fire regulations of the school and be able to evacuate the building accordingly, if necessary. They are responsible for ensuring all persons are accounted for at the assembly point
- The hirer will be aware of a Lockdown Policy for the school, and be able to carry it out in the event it is necessary
- The school takes no responsibility if the hirer chooses to use school equipment. It is the hirer's responsibility to ensure it is fit for purpose prior to use
- The hirer must not carry activities where a Public Entertainment Licence is required
- The hirer is responsible for every person on the site as a result of their activity, and that they are a suitable to be allowed onto a school site

Any breaches in any of these conditions will result in an immediate suspension of the letting, whilst further investigation is carried out. If after full investigation by the Headteacher and at least one Governor the breach is upheld, the letting will be cancelled with no refunds due.

Signed: .....

Print Name: .....

Organisation: .....

Date: .....

To be reviewed September 2019