

Lettings Policy

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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. A subsidised rate is applicable to staff and Governors of the school. Please indicate on the application form if this is applicable.
7. 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.
8. 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.

9. 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.
10. No lettings will be approved giving the user exclusive possession. (Note: this is a legal requirement, not to be confused with a sole letting.)
11. 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.
12. All hirers must comply with health and safety legislation.
13. 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.
14. Arrangements for the payment of each letting will be made in advance with the hirer concerned.
15. Smoking is not allowed on the premises in line with school policy.
16. 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.
17. On the day of the letting, participants must be made aware that there is no parking within the school grounds during school hours in term time.

Lettings Charges:	
Full day up to 09:00am to 05.00 pm.	£120.00
Half Day	£60.00
Hourly Use	£15.00
Regular Use Session Charges for local community groups (e.g. Brownies/Rainbows)	£18.00
Staff/Governor Rate	50% of the rates above

The rates shown include costings for heat, light, wear and tear and Site Supervisor time where applicable. Alternative costs will be provided on request for lettings outside of these hours or if additional/external facilities are required.

Reviewed by the Subject Leader:	Approved by Governors:	Next review date:
Autumn 2023	Autumn 2023	Autumn 2024

Lettings Application Form

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Name of Applicant/Organisation:			
Address:			
Postcode:		Telephone No:	
Staff/Governor: YES/NO			
Date(s) of Letting:			
DETAILS OF FACILITIES REQUIRED			
	TICK IF REQUIRED	TIMES REQUIRED	
		FROM	TO
Hall with access to disabled toilet at the front of school			
Field - please state if you need access to toilet facilities and / or kitchen facilities			
Kitchen facilities			
Children's toilets			
Purpose for which letting is required:			
Approximate number of attending:			
Do you require any refreshments: YES / NO			
Refreshments are available depending on the day and time of the booking at an additional cost. This will be confirmed at a later date. Please provide an indication of any requirements below.			
REFRESHMENTS** – per person (All Organisations)	Unit	Tick as app	Approx Number
<small>**All prices subject to V.A.T at current rate where applicable.</small>			
1. Tea and Biscuits (on arrival and at break/lunch)	£2.00		
2. Tea Biscuits and Pastries (Biscuits on arrival Pastries at break/lunch)	£3.00		
3. Cold Buffet Lunch without Dessert	£3.50		
4. Cold Buffet Lunch with Dessert of Gateaux and Fresh Fruit	£4:00		
5. Buffet Lunch/ warm Quiche and Chips with Dessert of Gateaux and Fresh Fruit	£5:00		

Terms and Conditions:

- The hirer will be responsible for any expense liability or loss arising out of damage caused to the premises or property of the school during the period of letting.
- VAT Regulations:
 - Room hire alone is exempt. One off lettings of specific sports facilities are standard rated. Premises are sports facilities are they are specifically designed or adapted for playing any sports or taking part in physical recreation, e.g. swimming pools, football pitches and dance studios.
 - Sports facilities are exempt from VAT if the following criteria apply:
 - The bookings are for at least 10 sessions
 - The interval between the sessions is not less than 1 day and no more than 14 days apart
 - The bookings are all for the same activity
 - The whole series is to be paid for (there must be written evidence of this)
 - The grantee has exclusive use of the facilities
 - The grantee is a school, club, an association or an organisation representing affiliated clubs or constituent associations.
- In consideration of the Governors and or Lancashire County Council granting the use of the aforementioned premises, I/we agree to pay to the Governors or to the County Council the prescribed hire charge and to replace or pay to the Governors or to the County Council the cost of making good any damage caused to the premises by me/us.
- It is further acknowledged and agreed that the Governors and/or the County Council give no warranty of the suitability of the premises for the use to which the use is intended and hereby agree to indemnify the Governor and or the County Council, their officers, servants and agents against all actions, costs, claims and demands arising out of any accidents and/or loss which may occur on the said premises during their use by me/us providing that the same is not due to any negligence, omission or default of the Governors and or the County Council, their officers, servants or agents.
- Under no circumstances shall the permanent electrical installation be altered or otherwise interfered with. Permission for HIRERS to erect any temporary wiring for specific function or purpose shall only be carried out on approval by both Lancashire County Property Group and the Licensing Section of Lancashire County Council. Further I/we undertake to check and inspect the facilities to ensure that they are clear and free of hazardous materiel, debris and spillages prior to use.
- It is further acknowledged and agreed that I/we will indemnify the Governors and/ or the County Council, their officers, servants or agents, in respect of all actions, costs, claims and demands arising out of any breach of copyright as defined in the Copyright Act 1956, or under any other enactment in that behalf for the time being in force in respect of any performance of any literary, dramatic, or musical work. Which takes place or which is given while the said premises are being used by me/us, our servants or agents.
- Under no circumstances does this letting give the user exclusive possession.
- **THE HIRER SHOULD PRODUCE EVIDENCE THAT THIS INDEMNITY IS PROTECTED BY ADEQUATE INSURANCE COVER**
- **CHILD PROTECTION**
- All adults working and volunteering with children need to have an up to date valid DBS clearance. A transfer of control agreement must be completed.
- When an organisation signs this lettings agreement they are then responsible for activities and events that take place. The head teacher nor any members of staff of Mossgate Primary School can be held responsible for failure to carry out these checks.
- If the person who has signed this lettings agreement is no longer involved or leaves, a new agreement must be signed by the person who is taking over the role.

I/We have read and agree to the above terms and conditions:

Signed: _____

Date: _____

FOR SCHOOL USE ONLY

1. This application for the use of school premises is acceptable to us: **YES / NO**

2. A fee of £___ will be collected by the school.

Signed: _____

Date: _____

Transfer of Control Agreement

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Written Agreement of Safeguarding Responsibilities for a Third Party Provider using a School Site	
Description	Yes/No – Evidence?
1. Does the provider have a Child Protection Policy in place with appropriate arrangements for sharing and reporting any safeguarding/welfare concerns and records to say that staff had read and understood the policy?	
2. Does the provider require it's staff/volunteers to have annual Safeguarding Training and receive regular updates? Is Prevent training undertaken?	
3. Can the provider evidence appropriate safer recruitment and vetting arrangements including DBS clearance that are consistent with guidance in Keeping Children Safe in Education 2023. Providers can seek advice and resources to enable them to comply in this area via the DFE.	
4. Can the provider provide evidence that relevant staff have been checked under the Disqualification under the Child Care Act 2006 requirements? (If appropriate)	
5. Can the provider evidence an appropriate arrangements/ risk assessment for the activity including, but not limited to, arrangements for - <ul style="list-style-type: none"> • Gaining relevant background about any health conditions inc allergies and how any medical conditions will be managed. • Contingency arrangements for a child who becomes ill or is not collected at the end of the session • Communication between provider and the school (access to mobile phone etc) 	
6. Does the provider have a Code of Conduct for its staff / volunteers that is consistent with Guidance for Safer Working Practice for Adults Who Work With Children and Young people (2022)	
7. Does the provider have a complaints procedure and management of allegations procedure?	
8. Is the provider affiliated to a local or national professional body?	
9. Does the provider have an appropriately trained First Aider?	
10. Does the provider have relevant insurance?	
11. Has it been made explicitly clear to parents and all stakeholders that the third party providers are responsible for the safeguarding of children in their care.	
12. It has been made explicitly clear to the provider that the school conforms to guidance from Keeping children safe in Education, September 2023 in view of reporting any concerns?	

Completed by (Name) (Provider)

Received by (Name) (School)

Date