

LETTINGS POLICY

WHITECHAPEL PRIMARY SCHOOL

The Governing Body do not allow the school to be used for money making events but regard the school as being an important part of the community. As a result, they wish to continue to allow community groups to use the premises for their meetings or presentations. However, it reserves the right to refuse any lettings it may choose.

Where governing bodies hire or rent out school facilities/premises to organisations or individuals they should ensure that appropriate arrangements are in place to keep children safe. When services or activities are provided by the governing body, under the direct supervision or management of their school 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 on these matters where appropriate. This applies regardless of whether the children who attend any of these services or activities are children on the school roll. The governing body 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.

School 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 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 should follow their safeguarding policies and procedures, including informing the LADO.

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 \(publishing.service.gov.uk\)](#)

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.

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.

The W.I., Senior Citizens, Bowling Club, Pre-School, PTFA, and other such local organisations, which involve the children and staff, will be allowed to hold their meetings free of charge.

The Headteacher 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.

Any other organisations would have to apply for usage through the school. The charge per hour would be £66 and these charges are reviewed annually by the Governing Body.

The hirer must be willing to meet with the Headteacher and provide details of their aims and objectives.

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 and a copy maintained in the school office.

No lettings will be approved giving the user exclusive possession (note: this is a legal requirement, not to be confused with a sole letting).

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.

All hirers must comply with health and safety legislation.

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.

Arrangements for the payment of each letting will be made in advance with the hirer concerned.

Smoking is not allowed on the premises in line with school policy.

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.

The Site Supervisor or Headteacher will set the alarm as part of their normal duties.

RULES

1. The nominated contact person must sign the forms
2. People using the building are to be responsible for any damage/injury
3. All doors must be closed on leaving the building
4. The building must be left clean and tidy with all furniture in place
5. The nominated person must be responsible for checking the premises and making sure that all lights are switched off, windows closed and doors locked.

VAT Regulations Relating to the use of School Building

Room hire alone is exempt. For example the local Brownies hiring the school hall or sports hall for a table top sale would be exempted from VAT.

Change Record

Date Reviewed	Changes/Additions made	Next review date	Completed by
February 2017	Policy created in-line with LCC 2009 Lettings policy document	February 2020	N.Noble
11.02.2020	Significant changes made in-line with the new draft policy available from LCC (Aug 2019) Application form (Appendix A) added	February 2021	N.Noble Adopted by Gvs 04/03/20
11.10.2020	Addition of public liability £5m	October 2021	N.Noble
25 Feb 2022	No changes made	September 2022	N.Noble
21 Feb 2023	Price rise from £60 to £66	October 2023	N. Noble reviewed by Resources 21.2.23
31 Jan 2024	Version 2- Appendices remain the same	Jan 2025	N.Noble Resources 7/2/24
5 Feb 2025	Version 3- Removal of VAT statement as no grounds can be let by school.	Jan 2026	N.Noble Resources 13/2/25
14 Jan 2026	No change	Jan 2027	N Noble

USE OF SCHOOL PREMISES

- 1 **Name of Organisation:** _____
- Name of Applicant:** _____
- Address:** _____
- _____
- _____ **Telephone:** _____
- 2 **Name and address of person to be billed if not same as 1:** _____
- _____
- 3 **Details of premises required:**
- (a) Name of School:** _____
- (b) Date(s) required:** _____
- _____
- _____

(c) Accommodation Required.

Type of Accommodation	Tick if required		From	To
Classroom	Number			
Staffroom				

- 4 **Purpose for which accommodation/premises are required:** _____
- _____
- (a) If the letting is of a commercial nature, please supply details:** _____
- (b) Will the general public be admitted?**

YES*	NO
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(delete as appropriate)
- (c) Details of admission charges:** _____
- (d) Is copyright music to be performed?**

YES*	NO
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(delete as appropriate)
- (e) Approximate number of people attending:**

(delete as appropriate)
- (f) Is alcohol to be served**

YES*	NO
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(delete as appropriate)
- (g) Do you intend to use/bring into the premises any additional electrical equipment:**
 (see note 6 below)

YES*	NO
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(delete as appropriate)

*If you answer yes to any of these, please provide further details on a separate sheet

Memorandum of Agreement and Indemnity to be completed for all applications:

In consideration of the Governors and/or Lancashire County Council granting me/us 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 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 I/we intend to put them and I/we hereby agree to indemnify the Governors 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 provided 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 the 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 material, debris and spillages prior to use.

It is further acknowledged and agreed that I/we will indemnify the Governors and/or the County Council 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.

I/We hereby undertake to provide at my/our own expense during the period hire of any swimming pool suitable and sufficient lifeguard personnel as based on the guidance of the Health and Safety Executive and as detailed in the "Instructions for the Use of Swimming Pools".

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).

Signature _____
Designation _____
Date _____

SCHOOL USE ONLY

1 This application for the use of school premises is acceptable to us:

YES	NO
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 (delete as appropriate)

2 The Governors have determined that this will be:-

(a) A free letting

YES	NO
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 (delete as appropriate)

(b) A chargeable letting at a cost of £..... per hour/session Plus VAT where applicable

3 Lettings income will be collected by the school

Signed (Headteacher)

