

**CHURNET VIEW MIDDLE SCHOOL**

**LETTINGS POLICY**

**April 2008**

**Reviewed 8<sup>th</sup> October 2014**

## Community Use of Premises

### LEA Position

The LEA is anxious to see all school and Youth and Community premises opened up to community use as much as possible. Schools have to make sure that community use does not conflict with the education and safety of the pupils but premises should be open to the community at evenings and weekends and part of the premises can be open during the day.

### Procedures

1. Decide whether the proposal for the community use is:
  - (i) A "directed" use by the LEA
  - (ii) Used for elections.
  - (iii) Used by a Parish Council.
  - (iv) A "letting" to other members of the community.
2. For directed use (Youth and Community Service, Performing Arts and PE Service, MP's or Councillors surgeries), negotiate the time, extent and other requirements. The Youth and Community Area Worker will visit the school annually to complete the [Annual Review of out of hours direct use of School Premises Form 1](#). Recompense for the use of the premises will be added direct to the school budget.
3. For elections, (Representation of the People Act 1983) the Returning Officer will notify the school of the date, duration and extent of the use. The school must comply with a lawful request for elections, but can negotiate a sum to recover the additional cost of making the premises available. In this respect, schools cannot charge a hire fee, but can claim for caretaking, heating, lighting and other out-of-pocket expenses. Any school wishing to make a recharge to the Returning Officer should submit an invoice request to the JFU as soon as possible after the date of the election and the income will be credited to the school's lettings code.
4. The Parish Councils, the Clerk to the Parish Council may make a request for use where no other suitable room is available (Local Government Act 1972). Provided this request does not conflict with the education or safety of the pupils, the school must comply. Negotiate the date, duration, extent and charge to be made for the premises. Payment is made direct to the school.
5. For lettings, other than for swimming pools and for Under 5's) construct a lettings policy. This should include:
  - (i) [Conditions of the use of the premises](#)
  - (ii) [Charges to be made \(Appendix D\)](#)
  - (iii) [Insurance arrangements \(Appendix A\)](#)
  - (iv) A formal [application for hire of school \(Appendix B\)](#) and an [agreement for the use of school premises \(Appendix C\)](#) for premises other than swimming pools.

## **CONDITIONS OF USE**

School premises are provided essentially for educational purposes and must not be let in such a manner as to prejudice their use for this purpose. Staffordshire County Council recommends that the following conditions are included within the lettings policy and hirers made aware of them:

### **1. Applications**

All correspondence and applications for the hire must be made directly to the School on the form Application for Hire of the School (Appendix A) All applications are subject to approval by the Governing Body of the School, but subject to any direction given to them by the LEA.

### **2. Hirer**

The hirer must be over 18 years of age and shall be the person by whom the application form for the hiring is signed. Such person shall be responsible for the payment of the fees payable in respect of the hiring and for the observance and performance in all respects of the conditions and stipulations contained in the hire agreement.

### **3. Fees and charges**

The hire fee shall be paid in full upon signing the Hire Agreement together with any returnable deposit required by the Governing Body. Charges for the hire of the school facilities are reviewed annually by the Governing Body and can be requested from the school. See Appendix E VAT on Lettings Charges.

### **4. Duration of the Letting**

The Governors shall determine in advance the duration of a letting.

### **5. Cancelling of hiring by Governing Body**

The Governing Body reserves the right to refuse any application without stating reasons for so doing.

The right is reserved to cancel any hiring, without notice, where the Governing Body considers it necessary for any cause outside their control.

### **6. Cancellation or postponement by Hirer**

Hirers will be allowed to cancel or postpone such bookings. Refunds or fees payable are at the discretion of the Governing Body.

### **7. Hired Area**

Access is strictly restricted to the hired area and any toilet facilities, entrances, exits and corridors as directed by the Governing Body.

The LEA and Governing Body reserve to themselves, and their officials, the right to enter the hired area at all times on producing evidence of their identity.

## **8. Variation of Conditions**

There shall be no variation to the conditions of hire without the express consent of the Governing Body.

## **9. Care of School Premises**

The hirer is responsible for everyone who is on the School's premises for the activities they are organising and, generally, for everyone who comes on to the parts of the School's premises which are under the hirers control at the stated times. The hirer is responsible for ensuring that they comply with all the terms of the hire agreement.

No notices or placards shall be affixed to, lean upon or be suspended from any part of the school premises

No bolts nails, tacks, screws, pins or other similar objects shall be driven into any of the walls, floors, ceilings, furniture or fittings. The hirer shall ensure that no persons using the permitted area to use shoes with stiletto heels or other footwear which may in the opinion of the Governing Body be damaging to the floor surfaces of the hired.

## **10. Intoxicating liquor**

Intoxicating liquor shall not be brought into nor consumed on school premises without the prior consent of the Governing Body. Where such consent is given hirer must comply with the Licensing Laws and provide evidence of such to the Governing Body.

## **11. Smoking**

There shall be no smoking on the school premises on the grounds of the fire security and the potential for damage to floors and furniture.

## **12. Public Entertainment and other Licences**

The promoters of entertainment and functions to which the public are admitted on payment shall be responsible for completing to the satisfaction of the Governors all formalities in connection with the use of the premises for that purpose. Where the Chief Fire' Officer or Licensing Authority require additional facilities for the purpose of a letting (such as "Exit" sign and emergency lighting) which are not already installed, It shall be the responsibility of the Hirer to provide such facilities of an approved type and method of installation.

Payment for admission shall be deemed to include admission by tickets or programmes or by any other method by which the making of a payment entitles a person to admission.

No entertainment or function to which the public are admitted shall be allowed unless the premises are licensed for the purpose under the bye-laws of the Local Authority in whose area the premises are situated and all necessary regulations against fire are complied with.

The hirer shall be responsible during the function or entertainment for which the premises are hired for ensuring:

all safety requirements and recommendations of any licensing authority are complied with;

any limitation on the number of persons admitted imposed by any licensing authority or the Governors are complied with;

suitably qualified persons are employed to be responsible for the supervision of the premises and the conduct of those attending so as to avoid personal danger, and damage to the premises.

### **13. Copyright and Performing Rights**

No copyright work shall be performed without the licence of the owner of the copyright and the payment of any appropriate fees.

The hirer shall comply with all the provisions of the Copyright, Designs and Patents Act 1988. If the hirer shall fail to do so any permission previously granted by the Governing Body to use the school premises shall be immediately cancelled and the Governing Body shall have the right to recover fees, charges or any other payments referred to in these Regulations.

The hirer shall indemnify the Governing Body from and against all actions, proceedings, costs, claims or demands whatsoever, arising out of the performance of Copyright Works on school premises.

The hirer shall, immediately after any performance or function at which music has been performed or songs sung, complete, sign and return to the Performing Right Society a Performing Right Society Limited form obtainable from the Performing Right Society Limited, 29-33 Berners Street London W1P 4AA.

If it is proposed to play a copyright record or tape in public, application for a licence so to do must be made to Phonographic Performance Ltd, 103 James Street, London W1R 3HG

Evidence that the necessary licences have been obtained must be supplied to the school at one week/month\* (delete as appropriate) before the letting.

### **14. Gaming**

No gaming is allowed except in accordance with the conditions of the Gaming Act 1968, Section 41 when gaming is carried on at an entertainment promoted for raising money to be applied for purposes other than private gain. A copy of these conditions is open for inspection in the Local Magistrates Court during the normal hours of business and the hirer shall be deemed to have knowledge of the contents thereof whether or not he has availed himself of the opportunity of inspection.

### **15. Use of Equipment**

The hire area does not include the use of any equipment except where specifically agreed and subject to any fees deemed appropriate by the Governing Body. School furniture (other than chairs for use in halls) shall not be moved except by arrangement. The hirer must do everything reasonable to avoid loss, damage or breakage to the School's property whilst the School's premises are under the hirer's control. Any loss, damage or breakage must be reported as soon as

practicable to the Headteacher. The Governing Body will be entitled to charge the hirer for any such loss, damage or breakage on terms to be approved by the school.

## **16. Insurance**

The hirer will be required to indemnify the School against any liability at law in respect of any accident involving death or bodily injury to any person or damage - to or loss of any property real or personal and happening consequent upon or in connection with the use of the premises unless due to the negligence / default of the Governing Body, its Servants or its Agents. The Authority has a special insurance policy which will provide cover for the hirer in certain cases. The policy details including conditions and exclusions can be found in the Third Party Hirer's Policy - Summary of Cover document (Appendix A Insurance Arrangements). Where the hirer is a political organisation, a professional entertainment promoter, or uses the premises on a commercial / business basis or is unable to satisfy the requirements of the Third Party Hirer's Policy then they will be required to obtain separate third party insurance cover.

## **17. Parking of Vehicles**

The parking of vehicles on the school's property shall be permitted in approved areas only on condition that persons bringing such vehicles on to the premises do so at their own risk and that they accept responsibility for any damage to the school's property or injury to any person whether connected with the establishment or not, caused by such vehicles or their presence on the school's premises.

## **18. Use of Playing Fields**

Any hiring of a playing field may be cancelled without notice if weather conditions or the state of the ground make it likely that unreasonable damage may result from use. Suitable footwear must be worn.

## **19. Miscellaneous**

The hiring body shall comply with such additional conditions as the County Council, Head teacher, or the Governors may require in writing, to be observed for a particular letting.

## APPENDIX A

### INSURANCE ARRANGEMENTS

The Authority has negotiated a special insurance policy which obviates the need for some individuals, and some organisations to obtain separate third party liability insurance cover which, for certain groups of hirers, may be expensive, relative to their limited finances. The Council's insurer's insist that this Policy is now based on their standard policy wording and that for the policy to operate, schools must enter into a formal Lettings Agreement with all hirers of school premises. The Agreement must be based on the lettings agreement wording [Application for hire of school](#) (see appendix B) and must incorporate the Conditions of Use.

In order to comply with the County Council's insurer's requirements schools must ensure:

1. that there is a lettings policy in place;
2. that all lettings are subject to a formal agreement between the hirer and the school;
3. that hirers have read and understood the Conditions of Use, and have signed the letting agreement to confirm their acceptance of the Conditions;
4. that here schools have devised their own documentation that they include, as a minimum, the provisions in the Conditions of Use in [Application for hire of school](#) (see Appendix B)

It is important that both schools and hirers understand when the Third Party Hirer's Policy will apply and when hirers will need to provide their own public liability cover. The policy will not apply in respect of the use of the premises for the following:

- (a) meetings organised by political parties
- (b) professional entertainment promotions
- (c) commercial or business use
- (d) hire of play grounds and playing fields **unless** as part of a hiring for the school buildings.

Where only the playground or playing fields are hired separate Public Liability Insurance must be in place to protect any legal liability attaching to the hirer.

**The policy only applies whilst the individual/organisation is using Council premises.**

Where individual's / organisations activities are excluded from the Policy, the hirer must have Public Liability Insurance in their own name with a Limit of Indemnity of at least £2,000,000.

The lettings agreement [Application for hire of school \(Appendix B\)](#) requires hirer's to confirm either that their activities fall under the County Council's Third Party Hirer's Policy or that they will provide their own cover. Schools must ensure that it is clear which alternatives applies to each letting.

The Third Party Hirer's Insurance Policy - Summary of Cover should be shown to all prospective hirer's to determine whether or not they can take advantage of the County Council's Policy. When an application for the letting of a school is approved the hirer is required to sign the Agreement to confirm that they will abide by the Conditions of Use and that they understand the public liability insurance position.

The policy will indemnify the insured (the Hirer) against all sums, which the insured shall become legally liable to pay as compensation arising out of:

- (a) Accidental bodily injury or illness (fatal or otherwise) to any person and/or
- (b) Accidental loss of or accidental damage caused to third party property.

Details of the policy cover are set out below:

1. Persons/Organisations Insured

Individuals and organisations which would not normally be expected to have their own Public Liability Insurance hiring premises owned by Staffordshire County Council

2. Occupations & Activities

The activities of the insured (see above) at the premises owned by Staffordshire County Council.

3. The intention of this policy is to protect the hirer where a claim of negligence is made against them by a third party.

4. The Insurer will indemnify the Hirer in respect of all sums which the Hirer may become legally liable to pay as damages and claimants' costs and expenses for:-

(a) accidental injury to any person (other than an employee of the Hirer if such injury arises out of and in the course of employment by the Hirer)

(b) accidental damage to the premises or the contents of the premises subject to the liability of the insurer not exceeding £100,000 in any one claim in respect of legal liability which attaches to the Hirer solely by reason of the agreement that would have not attached in the absence of such agreement.

(c) accidental damage to other property not belonging to nor in the custody or control of the Hirer or of any person in the Hirer's service, occurring during the period of insurance arising out of the activities of the Hirer at the premises.

5. The policy will not apply in respect of the use of the premises for the following:

- (a) meetings organised by political parties
- (b) professional entertainment promotion
- (c) commercial or business use

(d) hire of play grounds and playing fields **unless** as part of a hiring for the school buildings. Where only the playground or playing fields are hired separate Public Liability Insurance must be in place to protect any legal liability attaching to the hirer.

6. The limit of indemnity under the policy is currently £5,000,000

7. The policy **only** applies whilst the individual/organisation is using Council premises.

8. If any other insurance covers the same loss, damage or liability this insurance will not pay any amount covered by such insurance.

## APPENDIX B

**APPLICATION FOR HIRE OF SCHOOL**

1. Name of Hirer.....
2. Address of Hirer.....  
.....  
.....
3. Daytime Telephone Number.....
4. Evening Telephone Number.....
4. Details of requirements: Room and area to be hired (tick relevant columns)

<b>Diner/ PAS</b>	<b>Sports Hall/ Gym</b>	<b>Library/ LRC</b>	<b>Classroom/ Technology Room</b>	<b>Playing field</b>	<b>Additional facilities</b>
<b>Start date:</b>				<b>Start time:</b>	
<b>End date:</b>				<b>End time:</b>	
<b>Day of Week:</b>				<b>Number of Lettings</b>	
<b>Nature of Activity:</b>					
<b>Equipment / facilities requested:</b>					
<b>Equipment to be brought in by hirer:</b>					
<b>Age range of those attending:</b>				<b>Numbers attending:</b>	

I hereby make application for the hire of the accommodation and facilities stated above and agree to abide by the Conditions of Use specified in the attached documentation.

\*Public liability insurance is being provided by the County Council’s Third Party Hirer’s Insurance Policy I can confirm that I have read the Summary of Cover and fully understand the insurance being provided including the policy conditions and exclusions which apply.

\*Public liability insurance is not being provided by the County Council’s Third Party Hirer’s Insurance Policy and I can confirm that I have arranged Public Liability Insurance in the name of the individual/ organisation hiring the school premises for a limit of indemnity of at least £2,000,000.

\*Delete as appropriate

Signature of Applicant: .....

Full Name (in block letters).....

Date:.....

**NOTE:** The giving of false information on this Application for Hire Form may lead to the cancellation of the booking without notice.



## **V.A.T on Lettings Charges**

Charges for halls, classrooms and Cloakrooms are normally exempt from VAT where no additional facilities are provided. The VAT law on lettings, is however, particularly complex. A summary is given below dealing with the main categories of letting which Head teachers are likely to encounter. Further advice is available from the County Treasurer's V.A.T. Manager - contact [Charles Nixon](#)

### Room Hire Other than Sporting or Recreation

Charges for use of Education premises as polling stations are not subject to VAT.

Charges for Halls, Classrooms, Cloakrooms are normally exempt from VAT where no additional facilities are provided. However, please refer to note 3 below if the rooms can in any way be construed as being equipped for Sports or for taking part in Physical Recreation. If in doubt seek advice.

Where additional facilities (e.g. catering facilities) are provided in conjunction with the letting of rooms or the letting is for the hire of sports facilities these should be separately identified and invoiced at standard rate.

### Hire of Facilities for Sport and-Physical Recreation

The short term hire of sports grounds and premises designed or adapted for playing any sport or taking part in physical recreation is generally a standard rated supply. Premises count as sports facilities if they are designed or adapted for playing any sport or taking part in physical recreation, i.e. if they have fixed basketball nets for instance. The presence of floor markings for say Badminton does not however mean that a general purpose hall would necessarily be construed as representing sports facilities but where the Hall is hired for sporting purposes the hire should of course be standard rated. Changing rooms hired incidentally to sports facilities carry the same liability as the sports facility itself.

Certain lets of sports facilities are exempt where the granting of the facilities is for:-

a) continuous period of use exceeding twenty-four hours:

or

b) a series of ten or more periods, whether or not exceeding twenty-four hours in total, where the following conditions are satisfied:

i) each period is in respect of the same activity carried on at the same place;

ii) the interval between each period is not less than one day and not more than fourteen days;

iii) the hire charge is paid for the whole series and is so evidenced in the written agreement;

iv) the grantee has exclusive use of the facilities;

v) the grantee is a school, an association, a club or an organisation representing affiliated clubs or constituent associations (i.e. is a non-profit making voluntary body).

All other lettings for periods of use of twenty-four hours or less will be standard rated.

The position in the event of cancellations of hire periods or variation of the duration of individual lettings is especially complex and advice should be sought.

#### Other Charges

If in any case it is proposed to make a car parking charge or a charge for admission to premises and events it is most important that Heads seek advice before proceeding.