



Lettings Policy

Approved at Finance and Resources Committee: 31 January 2024

LETTINGS ARE CURRENTLY NOT IN USE

The Governing Body reserves the right to refuse any lettings it may choose.

1. Safeguarding

The school will ensure that appropriate safeguarding arrangements are in place when letting school premises or facilities that involve work with children. Organisations submitting a lettings request involving working with children and/or young people will submit a signed copy of their current safeguarding policy.

Where the hiring of school premises or facilities for work with children, regardless of whether the children are on the school roll, is directly supervised or managed by school staff, the hirer will abide by the school's safeguarding arrangements.

The hirer is responsible for following safer recruitment procedures including that DBS checks have been undertaken where appropriate and other elements that may be relevant for working with children.

Where the services are provided separately by another body, the school will seek assurance that the body concerned has the appropriate safeguarding procedures in place. The school will inspect the provider's safeguarding policy prior to the commencement of the letting.

Hirers will be expected to adhere to the DfE's ['After-school clubs, community activities and tuition: safeguarding guidance for providers'](#). The hirer must be willing to meet with school officials and provide details of their aims and objectives prior to the letting being agreed.

The school will ensure that safeguarding requirements are communicated with the hirer prior to the letting. This will be included in the school's premises application form.

Failure to comply with the school's safeguarding conditions will lead to the termination of the hire agreement. Any safeguarding-related allegations against organisations or individuals who have hired the school premises will be managed in line with the school's Allegations of Abuse Against Staff Policy.

All hirers will state the purpose of the hire. Each application will be vetted by the School Business Manager and any concerns will be reported to the Headteacher prior to approval.

When determining whether to approve an application, the School Business Manager will consider the following factors:

- The type of activity
- Possible interferences with school activities
- The availability of facilities
- The availability of staff
- Health and safety considerations
- The school's duties with regards to the prevention of terrorism and radicalisation
- Whether the letting is deemed compatible with the ethos of the school

An application will not be approved if the hirer's purpose:

- Is aimed at promoting extremist views.
- Involves the dissemination of inappropriate materials.
- Contravenes the statutory Prevent duty.
- Is likely to cause offence to public taste and decency (except where this is, in the opinion of the school, balanced or outweighed by freedom of expression of artistic merit).

If any members of staff have concerns regarding the purposes for which the hirer is using the facilities, they will contact the School Business Manager immediately.

The School Business Manager will file an incident report form if they have reason to believe that the letting has been used for political purposes not previously authorised, the dissemination of inappropriate material or any other purpose that contravenes the Prevent duty.

All hirers will read the school's Child Protection and Safeguarding Policy

2. The Governing Body will ensure that the school budget does not subsidise non-school activities and that all costs are recovered. Charges will be discussed with the hirer upon request.
3. The school requires a 30% deposit of the overall fee to be paid to school in advance to secure the booking.
4. The remaining amount will be paid to school before the requested booking date.
5. Hirers will provide school with at least 5 days' notice before cancelling a booking.
6. If hirers fail to comply with 6 above, school will keep the hirers deposit.
7. If the whole fee has not been paid, the school reserves the right to refuse the hirer entry to the premises.
8. In the event of any fees are outstanding after the hirer has used the premises, they/their organisation will be barred from using the school facilities until the full amount has been paid.
9. 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.
10. The Governing Body has determined that a member of the Premises team must be on site during all lettings.
11. 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.
12. No lettings will be approved giving the user exclusive possession. (note this is a legal requirement, not to be confused with a sole letting)
13. 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.
14. All hirers must comply with health and safety legislation.
15. The hirer is responsible for safe emergency evacuation of the persons/group during the letting period.
16. The hirer is responsible for all first aid of the persons/group during the letting period.

17. Arrangements for the payment of each letting will be made in advance with the hirer concerned.
18. Smoking is not allowed on the premises or site in line with school policy. This includes e-cigarettes.
19. Alcoholic drinks are not permitted on the premises or site.
20. Hirers must ensure the premises/site is left clean and tidy.
21. A cleaning fee of £40 will be applied if the hirer fails to leave the premises/site clean and tidy.

USE OF SCHOOL PREMISES - APPLICATION FORM

Please complete all questions in full.

SECTION 1		
1.	Name of organisation wishing to use Moor Park High School and Sixth Form:	
2.	Name of person making the application:	
3.	Address of person making the application:	
4.	Phone number of person making the application:	
5.	Name and address of person to be billed if not the same as above:	
6.	Details of accommodate/premises required:	
7.	What type of activity is the application for:	
8.	Date(s) required:	
9.	Time required:	
10.	Please state if there are any other requirements:	
11.	<p>Is the letting of a commercial nature?</p> <p>If so:</p> <p>a) Will the general public be admitted?</p> <p>b) Approx. numbers of people attending.</p> <p>c) Details of the admission charge.</p> <p>d) Is copyright music to be played?</p> <p>e) Do you intend to use/bring into the premises any additional electrical equipment? (see section3)</p> <p><i>If you answer yes to any of the above questions, please provide further details on a separate sheet and attach to the application.</i></p>	<p>Yes/No</p> <p>If yes, please supply details _____</p> <hr/> <p>Yes/No</p> <p>a)</p> <p>b)</p> <p>c)</p> <p>d)</p> <p>e)</p>

12.	<p>Will you be working with children and/or young people?</p> <p>If yes, have you attached a copy of your safeguarding policy?</p>	<p>Yes/No</p> <p>Yes/No/Not applicable</p>
<p>By signing this application form, I acknowledge that I have read, understood and agree to the terms of this Lettings Policy.</p> <p>I acknowledge that my signature confirms all the details in this application form are correct.</p>		
Signed		Date

SECTION 2

VAT Regulations Relating to the use of Sports Facilities

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.

If the local football club hired the school hall (NOT a sports hall) to play football, the letting would be exempt as the hall is not a sports facility.

If the local football club hired the school sports hall to play football as a one off letting, it would be standard rated.

Premises are sports facilities if they are designed or adapted for playing any sport or taking part in any physical recreation, such as swimming pools, football pitches, dance studios and skating rinks. Each court or pitch (or lane in the case of bowling alley, curling rink or swimming pool) is a separate sports facility.

However, if the same football club hired the school sports hall for a series of lets, they will be exempted from paying VAT if they meet all the following criteria: -

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.

I/WE HAVE READ THE CONDITIONS OUTLINED ABOVE AND APPLY TO BE
EXEMPT FROM PAYING VAT AS WE FULFIL ALL THE ABOVE CRITERIA

SIGNED _____

ON BEHALF OF _____

DATE _____

SECTION 3

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

In consideration of the Governors granting me/us the use of the aforementioned premises, I/we agree to pay to the Governors the prescribed hire charge and to replace or pay to the Governors the cost of making good any damage caused to the premises by me/us.

It is further acknowledged and agreed that the Governors 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, 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, 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 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.)

Signature _____

Name _____

Designation _____

Date _____

Notes:

- 1. Please ensure all questions have been answered**
- 2. Attach any further evidence as required**
- 3. Attach a copy of the insurance cover as required**

SECTION 4

SCHOOL USE ONLY

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

YES	NO
-----	----

(delete as appropriate)

2 The Governors have determined that this will be:-

(a) A free letting

YES	NO
-----	----

(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

4 *A copy of the hirers safeguarding policy has been received*

YES	NO
-----	----

(delete as appropriate)

Signed (School Business Manager)

Date)