THE LOYNE SPECIALIST SCHOOOL

LETTINGS GUIDANCE AND POLICY

Introduction

The Governing Body regard the school buildings and grounds as a community asset and encourage every reasonable effort to enable them to be used as much as possible. However, the overriding aim of the Governing Body is to support the school in providing the best possible education for its pupils, and any lettings of the premises to outside organisations should be considered with this in mind.

The school's delegated budget (which is provided for the education of its pupils) must not be used to subsidise lettings by community or commercial organisations. Charges should be levied to meet the additional costs incurred by the school in respect of lettings of the premises.

Definition of a Letting

A letting may be defined as '*any use of the school premises (buildings and grounds) by either a community group (such as a local music group or football team), or a commercial organisation (such as a local branch of 'Weight Watchers')".* A letting must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

Use of premises for activities such as staff meetings, parents' meetings, Governing Body meetings and extra-curricular activities of pupils supervised by school staff, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school's delegated budget.

Lettings Policy

The Governing Body is responsible for adopting the Lettings Policy for the use of the school premises. It should be noted that a separate Lettings Policy is in place for hire of the Hydro Pool. The Loyne Specialist School Lettings Policy (Appendix A) is reviewed on a biannual basis. Charges to be levied will include the following:

- Cost of services (heating and lighting);
- Cost of staffing (additional security, caretaking and cleaning) – including "on-costs";
- Cost of administration;
- Cost of "wear and tear";
- Cost of use of school equipment (if applicable);
- Profit element (if appropriate).

Where there are multiple lettings taking place at the same time, the costs for services and staffing may be shared between the organisations involved.

The Loyne Specialist school does not provide lettings on classrooms and a separate Lettings Agreement is in place for the hire of the Hydro Pool.

Rooms available to hire at The Loyne Specialist School are:

Room	Hire Charge	Inclusive of
Hall	£20.00 per hour	Heating and lighting Administration time Cleaning Access 1 bathroom (male and female)

Use of school equipment is strictly prohibited. Any breakages or damages must be immediately reported to the School Business Manager. Email: a.bradley@loyne.lancs.sch.uk

VAT

In general, the lettings of rooms for non-sporting activities is exempt of VAT, whereas sports lettings are subject to VAT (although there are exemptions under certain circumstances).

The VAT regulations for sports lettings are included in the lettings application form at Appendix B (para 5).

For further advice on VAT relating to lettings, please contact the County Council's VAT Team (Tel. 01772 534778).

Insurance

The School Business Manager must ensure that the Hirer has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. The minimum limit for this insurance cover is £5 million. The hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.

Neither the school, nor the Local Education Authority, will be responsible for any injury to persons or damage to property arising out of the letting of the premises.

Management of Lettings

The School Business Manager and Headteacher are responsible for the management of lettings, in accordance with the Governing Body's policy. Where appropriate, the Headteacher may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

The Administrative Process

Organisations seeking to hire the school premises should approach the School Business Manager, who will identify their requirements and clarify the facilities available in liaison with the Headteacher. A lettings application form (Appendix B) should be completed at this stage.

Once a letting has been approved, an agreement will be sent to the hirer, setting out full details of the hire. The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the Governing Body's current approved scale of charges.

All lettings fees which are received by the school must be paid in to the school's budget in order to offset the costs of services, staffing etc (which are funded from the school's delegated budget). Income and expenditure associated with lettings should be regularly monitored to ensure that at least a "break even" situation is being achieved.

For long term lettings application forms should also be reconsidered on an annual basis.

Review by Anna Bradley
Date of Policy: February 2025
Date of Next Review: February 2027

Appendix A

LETTINGS AGREEMENT

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

3. 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.

4. 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.

5. 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.

6. A Letting Application (Appendix B) / 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.

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

8. 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.

9. All hirers must comply with health and safety legislation.

10. The hirer is responsible for ensuring that DBS checks have been undertaken where appropriate.

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

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

13. Alcoholic Drinks –

    a. May not be consumed by anyone on site.
    b. No alcohol is to be stored or retained on the premises.

Appendix B

USE OF SCHOOL PREMISES
APPLICATION FORM NO:

1. Name of Organisation:

_____

Name of Applicant:

_____

Address:

_____

_____

Telephone: _____

2. Name and address of person to be billed if not same as 1:

_____

_____

1. Details of premises required:

Date(s) required:

Date Range	**From**	**To**
Times	**From**	**To**

4. Accommodation Required.

	Tick If Required	**Cost per hour**	**From**	**To**
Hall		**£20.00**		

5. 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 *(delete as appropriate)*

(c) Details of admission charges: _____

(delete as appropriate)

(d) Is copyright music to be performed? Yes / No

(e) Approximate number of people attending:

(f) Do you intend to use/bring into the premises any additional electrical equipment: *(see note 6 below)* **Yes / No** *(delete as appropriate)*

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

6. 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.

7. 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

(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 / by the Authority on our behalf. * *(delete as appropriate)*

Signed: _____
(Headteacher)

Date:_____