



**Sandford St. Martin's**  
P R I M A R Y S C H O O L

# **Lettings Policy 2023-24**

**Our mission statement: Learn Love Laugh**

### **Safeguarding**

***If there are any Safeguarding issues that arise from the implementation of this policy, then they should be dealt with in accordance with the School's Safeguarding policy. Any safeguarding concerns should be referred directly to the School by telephone or in person for the attention of the Designated Safeguarding Lead along with any concerns relating to the Prevent Strategy.***

### **Equality**

***This policy should be read in conjunction with the School's Equality Policy. The general equality duty requires that, in the exercise of their functions, schools must have due regard to the need to eliminate unlawful discrimination, harassment, victimisation and other conduct prohibited by the Equality Act 2010. This school endeavours to advance equality of opportunity and foster good relations for all.***

# **Sandford St. Martin's Lettings Policy**

## **Introduction**

**The letting of the school premises to the community is welcomed, subject to the following conditions:**

1. **Safeguarding:**
  - The Hirer can demonstrate that they have a current Child Protection Policy/Procedure in place.
  - The Hirer is responsible for ensuring that all groups are led by a person who can demonstrate that they have undergone recent, current and updated Safeguarding/Child Protection training.
  
2. **Prevention of Extremism and Radicalisation:**
  - The Hirer must comply with the following DC Legal Team requirement: "The Hirer is not to use or permit or suffer the school premises or any equipment at the premises to be used in any manner or for any purpose which facilitates, encourages or promotes extremism or terrorism or which allows access to or the dissemination of information in any form relating to extremism or terrorism or which causes, or might cause, the Governors to be in breach of any duty under the Counter-Terrorism and Security Act 2015 or guidance issued pursuant to that Act."
  
3. **General:**
  - Use of the premises for school functions will take priority over lettings.
  - Decisions whether to permit lettings of the school premises/grounds will be made by the Governors of the School.
  - Hirer will designate a responsible named adult who must be on site throughout the period of the letting
  - The Governing Body will set charges for lettings guided by these principles: -
    - Lettings to the school PTA will be free of charge.
    - Lettings to bona fide community groups will be charged at cost, to cover caretaking, energy, wear & tear, administration.
    - Lettings to hirers for the sole benefit of pupils of Sandford St Martin's CE VA Primary School will benefit from a 20% discount on rates.
    - Where a letting is subsidised by the Youth Community Service that Service will determine the proportion of the letting charge to be paid direct by the Hirer.
    - Where the school is used as a polling station the relevant authority will be charged the actual additional costs incurred by the school.
    - Lettings to all other hirers will be charged at cost plus a profit margin determined by the Governing Body
  - Lettings taking place during school holiday periods will be subject to a minimum 2hr lettings' rate.
  - On no account may the Hirer use the premises of Sandford St. Martin's Church for its activities without the express prior authorisation from the Team Vicar or the Parish Office ([parish.office@warehamchurches.org.uk](mailto:parish.office@warehamchurches.org.uk))
  - The school premises will not be let to individuals or organisations if there is reason to believe the name of the school will be brought into disrepute.

## **Scales of Charges and Cancellations**

- The Hirer acknowledges that charges may be increased in accordance with the rates from time to time agreed by the Authority or where appropriate by the Governors of the School, or that the letting may be cancelled provided that in each circumstance at least 28 days notice either way is given.
- The Hirer acknowledges that the letting may be cancelled as the result of government requirements – as much notice as possible will be given in these circumstances.
- Income derived from lettings will be retained by the school and costs to the school of lettings will be met from this income.

### **Lettings charges as from Sept 2021:**

Hall and use of outside grounds	£ 75.00	per 2-hour session
Hall & use of Studio	£ 75.00	per 2-hour session
Hall	£ 50.00	per 2-hour session

## **Use of Playing fields and School Grounds**

- The playing fields must be left in a fit state after any letting. Should any damage occur, the school can make arrangements to recover the costs of making good from the Hirer.
- Additional damage and/or costs may occur when lettings involve camping/ caravans, heavy vehicles/equipment, horses.

## **VAT on Lettings (subject to current legislation)**

- Letting land, premises or a room is generally exempt from VAT. This includes the provision of minor equipment such as tea/coffee making facilities or a TV/video. This does not include sports equipment or facilities, although the letting of a sports hall for a meeting or other non-sports purpose is still exempt.
- If a separate charge is made for hiring equipment, this is subject to VAT.
- The exempt charge is not affected by the use the Hirer makes of the room, even if the Hirer is charging an admission fee (it will be the responsibility of the Hirer to add VAT to their admission charge if they are eligible to do so). However, if the school holds an event and charges an admission fee, those fees will be taxable.
- If hiring sports pitches, equipment or facilities for a single session, VAT will apply. However, if the letting is to a school, club or body with a written constitution, the letting can be VAT exempt if all the following conditions are met:
  - A series of 10 or more sessions are booked.
  - The interval between each session is at least one day and no more than 14 days.
  - Each session is for the same activity.
  - The group has exclusive rights during those sessions.
  - Charges for parking, caravan or tent pitches are always subject to VAT.

## **Bookings and Payments**

- Applications for the use of the premises should be made to the School Business Manager, on a booking form available from the school office.
- Fees will be invoiced by the School Business Manager and payment made by BACS within 7 days of invoice.

## **Damage, Loss or Injury**

1. Hirers are required to take out Third Party (Public Liability) Insurance within a minimum indemnity limit of two million pounds for any one occurrence to cover their legal liabilities for accidents resulting in injuries to persons, including participants in the hiring activity, and/or loss of or damage to property, including the hired premises, arising out of the letting of educational premises.
2. The Educational Authority/School will not be responsible for any injury to persons or damage to property arising out of the letting of educational premises unless such injury or damage results from the negligence or breach of statutory duty on the part of the Education Authority/School.

## **Protection of Premises and Movable Property**

1. Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating the driving of nails or screws into fixtures forming part of the school fabric will be permitted. In the event of any damage to the premises or property the Authority shall make it good and the Hirer shall pay the cost of such repair.
2. The Hirer shall be responsible for ensuring the premises are left in a tidy condition and will be responsible for the collection of rubbish into bins provided for this purpose. Any exceptional cleaning required as a result of a letting will be chargeable to the Hirer.

## **Public Safety**

1. The Hirer shall be responsible for the prevention of overcrowding such as would endanger public safety and for keeping clear all gangways passages and exits.
2. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct.
3. All persons hiring the school premises will be expected to conform to the relevant Health & Safety, Safeguarding and Prevent regulations (see Introduction).
4. The Hirer undertakes to follow all government regulations and guidelines on the control and prevention of transmissible diseases.

## Copyright or Performing Rights

1. The school premises will not be let for functions where a Temporary Event Licence is required, except in exceptional circumstances and with the prior consent of the Governing Body's Finance and Resources Committee.
2. The Hirer may not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and must indemnify Dorset Council against all sums of money which the Council may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire

## Sub-Letting

The Hirer is not permitted to sub-let to another person.

## Intoxicating Liquor

The Hirer shall ensure that no intoxicants may be brought on to or consumed on the premises without prior approval of the Governing Body.

## Smoking

The Hirer shall note that smoking is not permitted on the school premises, including the school grounds.

## Dogs

The Hirer shall note that dogs are not permitted on school premises, including school grounds, at any time. The exception to this rule will apply only to assistance/therapeutic dogs where the Governing Body have been notified in advance.



## SANDFORD ST MARTIN'S CE (VA) PRIMARY SCHOOL

<b>Lettings Policy</b>	
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