



# **Olney Middle School**

## **Lettings Policy**

### **Autumn 2022**

For review by Local Governing Body on 29 November 2022  
Last agreed: January 2021

## **1. Introduction**

The Governing Body recognises the role of the school within the community and welcomes the use of the School's premises for a variety of community and leisure purposes.

Use of the school premises by the school, or on behalf of the school (e.g. FOOMS) are not subject to the charging elements of this policy.

A copy of the Lettings Policy will be sent with the application form to the Hirer when the initial enquiry is made.

## **2. Categories of Lettings**

The use of the school premises is divided into the following five Categories:

1. Community and Leisure Learning (e.g. adult education)
2. Private (e.g. Wedding Receptions)
3. Commercial (external providers)
4. Charitable Events (e.g. Local Fundraisers)
5. FOOMS Events (PTA)

## **3. Availability of Premises**

Designated areas within the school are available for hire unless required by the school.

## **4. Charges**

The Governing Body reserves the right to make a charge for the use of the school premises. The charge will vary according to the category of the letting.

## **5. VAT**

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

### **Sporting Facilities - VAT**

Sport facility letting charges are normally subject to VAT, but where certain criteria are satisfied, the hire charges can be treated as exempt.

VAT Regulations state that for a series of ten or more lettings to be exempt from VAT, the following conditions should be satisfied:

- Each period is in respect of the same activity carried on at the same place;
- The interval between each period is not less than one day and not more than fourteen days;
- The charge is payable by reference to the whole series and is evidenced by written agreement;
- The facilities are letting to a school, club, association or an organisation representing affiliated clubs or constituent association.

## Olney Middle School Lettings Policy

On the letting of sports facilities for sports, the VAT exemption does not apply to commercial organisations.

VAT is normally chargeable only on lettings of sports facilities (a concession may be available from H.M. Revenue & Customs if certain conditions are met).

### **6. Application Procedures**

a) Application forms, available from the school, should be submitted to the School Office at least two weeks before the first day of the proposed letting. In the case of block bookings, four week's notice should be given. The person signing the application form will be considered to be the Hirer. The Hirer will be required to return the completed booking form to the school before a booking can be accepted. The booking acceptance will be confirmed by a copy of the form being returned to the Hirer.

b) All applications will be considered on their merits, taking into consideration the suitability of the activity. The Governing Body reserves the right to:

- refuse applications without giving a reason
- have a representative present at any function
- terminate any activity not properly conducted

c) Letting fees are reviewed annually by the Governing Body. When the letting has been confirmed, payment must be made to the school, prior to the use of the premises. In the case of a regular booking, payment will be required at the end of each term.

### **7. Security of the Premises**

Entrance to the school will be via the Main Entrance to the Hall, which will be opened by the school at an agreed time. For security reasons, the school keys may not be available to the Hirer. It will be the responsibility of the Hirer to ensure that the school premises are secure during the time they are in use, and at the end of the letting period.

### **8. Safeguarding**

It is the responsibility of the Hirer to provide the school with verification of an enhanced DBS for themselves and any onsite associates. Registers of attendees should be taken at the beginning of each session which will be made available to the school on request.

### **9. Use of Facilities**

1) The Hirer will be responsible for the proper use of the school facilities (specialist equipment is not generally available e.g. projectors, TV and video equipment, cookers etc., unless special arrangements have been made) and must take all reasonable precautions to ensure that there is no damage to the fabric of the buildings; furniture and fittings, or school equipment. The Hirer will be responsible for making good any damage to the premises and property. Any precautions required to ensure the users' safety when using equipment are the responsibility of the Hirer. This includes, for example, the provision of information and training in the use of the equipment. In all cases, the Hirer must ensure that risks associated with the activity are properly controlled throughout the hire period and that the premises are returned to the control of the school in a clean and satisfactory condition.

## Olney Middle School Lettings Policy

2) All mains powered electrical equipment brought onto the premises must be safe and evidence may be required that it has a valid test and inspection certificate (the certificate should be less than one year old for earthed equipment, or less than 4 years old for double insulated equipment). Lower voltage equipment must also be safe and in good condition.

3) The Hirer must not rely on the school's risk assessments for any activities carried out during the letting and must complete their own risk assessments, a copy of which must be held by the school.

4) Users should acquaint themselves with the Fire and Safety regulations and procedures relating to the area of the premises in use. These will be clearly displayed in each of the designated areas. It is the responsibility of the Hirer to provide first aid equipment and trained personnel. They must also carry out their own fire drills and organise their own fire procedure.

5) Fire exits must not be blocked or locked, nor should furniture, equipment, or other obstructions be placed in corridors during the hiring.

6) The Hirer must use only that area of the building hired and must observe any instructions given by the school concerning the area available. Any furniture or equipment moved by the Hirer should be returned to its original position at the end of each session.

7) A disabled toilet is available in the corridor at the back of the Hall. Further toilets are available at the back of the Hall either side of the stage.

8) The Hirer is responsible for ensuring that good order is kept on the premises and within the immediate environs of the school, and that the premises are left in a clean and tidy condition.

9) The Hirer will be responsible for ensuring that the group has adequate insurance appropriate to the activities organised.

10) The school reserves the right to levy an additional charge to cover:

- any additional cleaning that may be required after an event
- the cost of repair of damage to the school fabric or equipment
- the cost of replacement of any items of school equipment if uneconomical to repair

11) For security reasons, the Hirer will not have access to the school telephone. Hirers are urged to consider acquiring a mobile telephone for use in an emergency.

12) Express approval by the Governing Body is required if alcoholic drinks are to be sold or consumed on the premises. The selling of alcohol requires a license. Unconsumed liquor, bottles, cases, glasses and similar articles must be removed from the premises immediately after the function has ended.

13) Smoking is not permitted anywhere in the school building.

14) Animals, other than Guide Dogs, are not permitted anywhere on the school premises. This is purely on grounds of hygiene.

15) No combustible materials are to be used within the school, except with the express approval of the Governing Body.

### **In the event of an incident, fire or near miss**

The school must ensure that County Council Incident Report forms are made available to the Hirer, who in turn, must ensure one is completed correctly and that an investigation is undertaken. A review of the risk assessment for the activity will be required. If the Hirer has produced a risk assessment, the hirer is responsible for undertaking the review and informing the school of any findings that may be relevant. Schools are NOT responsible for undertaking risk assessments for Hirer's activity(ies).

### **In the event of fire**

- The Hirer will call the Fire Service (if school staff are not present and supporting the activity)
- All users will evacuate the building via the nearest fire exit and muster at the designated point.
- Users must not re-enter the building until the 'all clear' has been given. The Fire Service will give this.
- Fires must be reported using the County Council Incident Report form.

## **10. Licences**

There are a variety of licences that may be required for different types of function. The onus is on the Hirer to ensure which are necessary, and must produce documentary evidence before the letting takes place. The Hirer will indemnify the school and LA against any action brought about by failure to obtain the necessary licence(s). The following categories of letting may require a licence:

- Theatre licence
- Copyright/Royalty licence
- Cinematography licence
- Alcohol
- Music, Singing and Dancing

## **11. Insurance**

The Hirer will be entirely responsible for the proper use of facilities and must take all reasonable precautions to ensure that there is no damage to the fabric of the building, furniture and fittings or any school equipment.

i) The Hirer shall indemnify the Local Authority when signing the application form against any claim for bodily injury or loss of damage to property (real or personal) whether belonging to the LA or to any other person if the said loss, damage or injury is either caused by the negligence of the user or by the negligence of any other person using the premises hired with the permission of the Hirer.

ii) The effect of i) is that the Hirer will be liable to indemnify the LA for any damage which is caused when the premises are being used for a function for which they are let. However, it is only operative if the damage etc. is caused by the negligence of the user or any other person using the premises with the Hirer's permission.

## 12. Cancellations

### a) By the Hirer

Cancellations should be made in writing at least 24 hours before the proposed letting; otherwise the Hirer will still be liable for the standard charges. In the event of a cancellation being made at the appropriate time, the school will credit the Hirer for a free booking the following term, if applicable, or refund the fee if no further bookings are required.

### b) By the School

If the school finds it necessary to cancel a booking, as much notice as possible will be given, generally not less than 24 hours and, where possible, alternative accommodation will be offered. If this is not possible, a refund will be made. The LA and the school will accept no liability in respect of commitments incurred by the Hirer due to such cancellations.

## 13. Review

This policy will usually be reviewed during the Autumn Term each year, and at any other time as may be necessary.

## 14. Appendix A - Hourly Charges

	Community use	Private	Commercial	Charitable	Fooms
Weekdays – one room	£18.00	£27.00	£20.00	£18.00	£0.00
Weekdays - per extra room	£8.00	£22.00	£12.00	£8.00	£0.00
Weekdays - Playing Field	£18.00	£27.00	£20.00	£18.00	£0.00

A £40 weekend supplement will be levied on all categories of letting to cover the extra cost of caretaking/cleaning incurred by the school outside the standard school week.

### Note:

Personal and Commercial lettings will require a deposit equivalent to 1 hour's charge to cover the eventuality that:

- extra cleaning is required in order to return the hired area to a satisfactory state

or

- chargeable breakage(s) occur this money will be used to offset the cost of cleaning and/or repair. Any unused money will be returned to the Hirer.

Individual contracts exist for a number of organisations under the Extended Schools provisions. Refer to the Lettings Folder for details and charges.