



The school's Christian vision

Our five core Christian values

Trust, Honesty, Compassion, Respect and Kindness
are centred on

'Do to others as you would like them to do to you.' (Luke 6:13)



Through these values we inspire children to be the best they can be. Encouraging high aspirations and expectations that will allow them to achieve, explore, succeed and prepare for their own path through life.

St Michael's CE VA Primary School

Lyme Regis

Lettings Policy

Signature of Headteacher:	Mindle
Signature of Governing body:	Dwood
Date ratified by the Governing Body:	26.09.2022
Next review date:	26.09.2023

St Michael's CE (VA) Primary School

Lettings Policy

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

- Use of the premises for school functions will take priority over lettings.
- The Governing Body will set charges for lettings guided by these principles: -
- Lettings to the school Friends Association will be free of charge.
- Lettings to bona fide community groups will be charged at cost, to cover caretaking, energy, wear & tear, administration.
- 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
- No group shall be larger than 100 in capacity – including all members
- Risk assessment to be carried out by Headteacher/Governors

Variation of 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 School or where appropriate by the Governors of the School, or that the letting may be cancelled provided that in each circumstance at least 28 day's notice either way is given.
- Income derived from lettings will be retained by the school and costs to the school of lettings will be met from this income.
- 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.
- Decisions whether to permit lettings of the school premises\grounds will be made by the Headteacher. If the Headteacher believes a letting should not be permitted, he\she will report the reasons to the Premises committee.

Lettings charges for school hall as from March 2022:

Organisations and Groups entitled to Subsidised Lettings: Charge per hour **£8**

Organisations and Groups which are deemed non-profit making: Charge per hour **£8**

Public Meetings, Profit-making organisations, Events and Private functions: Charge per hour **£15**

* Use of kitchen facilities will be through discussion with the Headteacher £20.00 + VAT per session

1. Use of Playing Fields and School Grounds

- (i) 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.
- (ii) Additional damage and/or costs may occur when lettings involve camping/caravans, heavy vehicles/equipment, horses. However, this type of use is to be discouraged as it is most likely to cause damage to playing field and detrimental to the school's ability to provide the PE curriculum.)

2. VAT on lettings

- (i) 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.
- (ii) If a separate charge is made for hiring equipment, this is subject to VAT.
- (iii) 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.
- (iv) 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
- (v) Charges for parking, caravan or tent pitches are always subject to VAT.

3. Bookings and payments

- (i) Applications for the use of the premises should be made to the Headteacher, on a booking form available from the school office.
- (ii) Payments are requested prior to the day of the booking. An invoice will be sent with confirmation of booking. Payments by BACs, details on invoice.

4. Indemnity and Insurance

- (i) The Hirer shall be liable for and shall indemnify the School Governors against all actions, claims, costs, expenses and liabilities arising under statute or common law from injury to or the death of any person and/or the loss of or damage to any property, including property belonging to the School insofar as they arise from matters pertaining to this agreement (except and to the extent that such actions, claims, costs, expenses and liabilities may arise solely out of the act, default or negligence of the School, its employees or agents).
- (ii) Without prejudice to the Hirer's liability above, the User shall effect and maintain appropriate insurance policies with a reputable insurer. Public liability cover should be arranged in such sum as is deemed

prudent in all circumstances by the User and in any event for not less than £5 million for any one incident, the number of incidents during the period being unlimited. Employers liability cover must be maintained for an amount not less than required under statute.

- (iii) The Hirer shall produce such evidence as the Governors may reasonably require to confirm that the insurance referred to above has been effected and is in force at all times. The Governors reserve the right to refuse and/or amend the cover arranged.
- (iv) The school has insurance for third party hirers liability. The policy provides the hirer of the school premises; Public Liability covers up to a limit of indemnity of £2,000,000. The cost to the school is passed on to the hirer on a pro-rata basis at £12.50 per £100 cost of hire. Hirers new to the school must show evidence of their own insurance.

5. Protection of Premises and Movable Property

- (i) 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 School shall make it good and the Hirer shall pay the cost of such reparation.
- (ii) 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.

6. Public Safety

- (i) 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.
- (ii) The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct.
- (iii) All persons hiring the school premises will be expected to conform to the relevant Health & Safety regulations.

7. Copyright or Performing Rights

- (i) The school premises will not be let for functions where a Public Entertainment Licence is required, except in exceptional circumstances and with the prior consent of the Governing Body's Premises committee.
- (ii) The Hirer may not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and must indemnify Dorset County Council against all sums of money which the County Council may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire.

8. Sub-Letting

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

9. Intoxicating Liquor

No intoxicants may be brought on to or consumed on the premises without prior approval of the Governing Body.

10. Smoking/Vaping

Smoking/vaping is not permitted on the school premises, including the school grounds.

11. Dogs

Dogs are not permitted on school premises, including school grounds, at any time.

12. Safeguarding

- (i) The Hirer shall ensure that where a hiring involves activities aimed predominantly at children/vulnerable adults and/or the activity is supported by the school for the attendance of children/vulnerable adults.
- (ii) Appropriate safeguarding policies and procedures should be in place and that they, themselves and those persons likely to have contact with the children/vulnerable adults, have been subject to Enhanced Disclosure & Barring Service (DBS) checks.
- (iii) The governors reserve the right to require the Hirer to produce evidence that Enhanced DBS checks have been undertaken on all persons and to review safeguarding policies and procedures and to impose any additional requirement they consider appropriate in connection with the hiring. If for any reason the governors are not satisfied then they reserve the right to cancel any hiring and there shall be no liability to the Hirer other than to refund any hiring fee or deposit paid.