Document title	**Lettings of School Premises Policy and Regulations**
Version	**6.0**

Lettings of School Facilities Policy & Regulations

Policy Approved by the Board of Trustees

Signed:  **Date: 05/07/22**

Name: Adele Haysom - Chair of Board of Trustees

Authorised for Issue

Signed:  **Date: 05/07/22**

Name: Gary Lewis - Chief Executive

Document History

	Version	Author/Owner	Drafted	Comments
	1.0	Clare Sanders	August 2017	Approved by the Board of Trustees 1 September 2017
	2.0	Louise Malik	January 2020	Scheduled review
	3.0	Louise Malik	April 2022	Scheduled review
	4.0	Janine Ashman	October 2023	Updated to reflect KCSIE 2023
	5.0	Ally Bigwood	May 2024	Updated to reflect Churchill letting arrangements
	6.0	Ally Bigwood	August 2026	Updated to reflect Churchill letting arrangements

	Date Policy Adopted	May 2024
	Review cycle	Biennial
	Review date	Summer 2028

This Policy applies to all schools and employees within the Lighthouse Trust Partnership.

Lettings of School Facilities Policy & Regulations Non-Statutory

Rationale and Aims of the Policy

1. The Trust's policy is to encourage the use of School facilities i.e. buildings, playing fields and other grounds such as car park by the pupils, parents, the community and organisations ranging from sports clubs to community organisations and local businesses.

2. The Board of Trustees and Local Governing Bodies have full responsibility for the use of the school's facilities during the school day and outside normal school hours. School operating hours are deemed to be 8am to 6pm.

3. This includes the letting of School facilities to outside bodies and the control of all income and expenditure associated with such activities.

4. The Trust positively welcomes the contribution that well run voluntary groups which organise community based activities are able to make and encourages such ventures through the use of lettings.

5. The letting of school facilities shall not detract from the primary objective of the schools in the Trust as educational establishments. Although providing a vital link with the community and other organisations, the letting shall be organised so that there is no disruption to the delivery of the curricula or pupils' education and without a subsidy from the trust or the school.

6. The Trust's policy is for charges for the use of school facilities to cover the costs of hire and, where appropriate, raise additional funds for the school

Equal Opportunities

7. The Trust considers the schools to be a vital resource for the local communities and individuals and groups who wish to make appropriate use of the school facilities are able to do so wherever this is reasonably possible.

8. The Trust positively encourages individuals or groups who wish to make reasonable use of the school facilities, regardless of their race, gender, disability, sexuality or religion.

9. The schools within the Lighthouse Schools Partnership will not consider applications for letting from people under 21 years of age. The hirer will accept responsibility for using the facilities, being in charge of the facilities let and for ensuring that all conditions of the letting agreement are observed, particularly those relating to management and supervision of the facilities.

Categories of users

Statutory Users

10. Where it is established by statute that school premises may not be used then other priorities must stand aside. This does not preclude the local governing body from setting a realistic letting charge to cover their costs. Statutory usage will be:

    a) Use of premises for polling stations or political meetings when an election (local or parliamentary) has been declared;
    b) Official meetings of the Parish or Parochial Councils;
    c) Any other statutory purpose, which may arise.

Designated Users

11. The designated user group is likely to be the largest to use the facilities. The local governing body of each school within the Lighthouse Schools Partnership reserves the right to set charges at cost recovery and not at a level that would deter such use.

    Within this category, priority booking shall be given for extended use as follows:

    (a) within the school: the school's own activity including:

    - Meetings - Governor, staff or the School Parents' Association;
    - Activities – school and curriculum activities (e.g. concerts, plays, etc.);
    - Fundraising activities for school funds;
    - Community Trust linked to the school;

    (b) Extended school activities:

    for example, extra-curricular activities and clubs, community education or training events, approved childcare activities, non-profit making sport and interest courses and clubs, post 16 education programmes (where applicable).

Private users

12. Those that are not defined as statutory or designated users are defined by the Board of Trustees as private users.

Regulations for the letting of School facilities

13. All lettings of the facilities will be in accordance with the adopted regulations for the lettings of School facilities, the details of which are annexed to this Policy.

14. The Policy and the regulations for the letting of School facilities will be sent to all enquirers and be posted on the Lighthouse Schools Partnership website.

Administration of the Regulations

15. While full responsibility for all lettings is with the local governing body, the day-to-day management and administration is undertaken by the Headteacher and/or Business Manager.

16. The local governing body of each school within the Lighthouse Schools Partnership reserves the right to withhold permission to let any part of their School (although the right to make this decision may be delegated to the Headteacher and/or the Business Manager). In the case of a dispute, the Local Governing Body's decision is final.

17. The local governing body reserves the right to refuse to let the facilities to any group or individual for purposes that are inconsistent with the ethos of the school; this decision may be delegated to the Headteacher or Business Manager. In the case of dispute, this would be referred to the Local Governing Body.

APPENDIX 1
Regulations for the Lettings of the Lighthouse Schools Partnership School Facilities

General

These Regulations apply to the letting of all facilities forming part of and maintained by local governing bodies of the Lighthouse Schools Partnership. Where use of the school facilities is required by Act of Parliament, these Regulations apply only to the extent that they are not inconsistent with the provision of the Act concerned.

These regulations must be adhered to in the hiring of school facilities. Any breach of these terms will result in cancellation of future hires without refund.

Definitions

Named School: The school that the person letting the facilities applies to and wishes to use their facilities.

The Trust: The Board of Trustees of the Lighthouse Schools Partnership.

The Local Governing Body: The Local Governing Body of the school.

Facilities: The premises, grounds or facilities hired for the function as described on the lettings application form.

Function: The purpose for which the facilities have been hired as stated on the lettings application form.

The hirer: The person letting the facilities. When an individual signs on behalf of an organisation, they shall be jointly and severally responsible with the organisation for the hire charge and any other associated costs incurred by the school as a result of a breach of these regulations.

The Lettings Application Form: The form provided by the Lighthouse Schools Partnership for the letting of facilities at the named school.

Procedure

1. All prospective hirers must complete the Lettings Application Form. Failure to do so will result in the letting not being approved and access to the facilities being denied.

2. The hirer must personally sign the Lettings Application Form and not assign or sublet the facilities.

3. In signing the Lettings Application Form, the hirer confirms they have read the full Lettings Policy, agreed to abide by it and accept responsibility for use of the facilities and the conduct of those attending at the facilities.

Applications for Letting of Facilities

4. The Lettings Application Form must be received by the school that the hirer wishes to use at least 21 days before the proposed date of use (Appendix 3). The hirer must be provided with a copy of this policy.

5. Where the proposed date falls within the school holidays, the Lettings Application Form must be received at least 21 days before the end of term.

6. Applications will only be accepted for a maximum period of one year between the first day of September of one year and the last day of August of the following year.

7. When giving details of the length of time the facilities are required, the hirer must state the access and exit times, allowing for any preparatory and clearing up time. The minimum period and charge of hire will be one hour. The hirer should have due respect for lettings that may precede or follow. The hirer can only use the facilities during the time stated on the Lettings Application Form.

8. Long series lettings must meet the conditions set out in Appendix 4 to be exempt of VAT

Risk assessments

9. The hirer must provide risk assessments to the School Business Manager/Headteacher not less than 10 days before the hire of the facilities.

10. The hirer shall carry out all risk assessments necessary for the purposes for which the facilities are let.

11. If the hirer is not competent in carrying out any risk assessment, the hirer must seek support/advice from the Business Manager/Headteacher of the named school.

Payment

12. A 10% non-returnable deposit is payable and must be submitted with the Lettings Application Form.

13. All charges must be paid as follows:

    (a) for regular lettings on terms to be agreed but in any event on or before the first letting;

    (b) for casual lettings, payment must be received a minimum of 14 days before the proposed date of use.

14. If any application is made for hire of the facilities within 14 days of the hire date, the hire charge must be paid in full before the booking is accepted.

15. All payments must be made payable as instructed by the individual named school.

16. The hirer shall pay the full amount as stipulated by the school, and shall not be entitled to set off any amount owing to the school against any liability, whether past or future, of the school to the hirer.

17. VAT will be chargeable on services outside of the agreed let of the location as per Appendix 4.

18. VAT will be chargeable on hire of equipment, such as the hire of a multi-gym as detailed in Appendix 4.

Insurance

19. It is the responsibility of the hirer to ensure all insurance required to cover their liabilities and to obtain public liability insurance cover of £5 million for their use of the school facilities. A copy of the insurance certificate must be provided to the named school with the lettings application form.

20. The hirer must produce evidence of insurance to the named school before the letting commences and before written approval is given. A copy of the relevant insurance certificate will be retained on file.

21. The hirer shall indemnify and keep indemnified the school from and against:

    (a) any damage to the facilities or school equipment;

    (b) any claim by any third party against the school; and

    (c) all losses, claims, demands, fines, expenses, costs (including legal costs) and liabilities, arising directly or indirectly out of any breach by the hirer of the licence or any act or omission of the hirer or any person allowed by the hirer to enter the premises

Charges

22. The Board of Trustees have delegated the setting of charges for lettings to the Local Governing Body of each school, charges will be based on the following guidelines: the Policy is to set charges to bring additional income to the school taking account of Best Value, including elements such as insurance cover, heating and lighting, cleaning, staff overtime, fair wear and tear and any items subject to VAT.

23. Details of the charges are available from each school. Charges will be made at the rates determined by the local governing body and shall be liable to change without notice to the hirer.

24. Decisions to waive or reduce lettings fees are delegated to the Headteacher/Business Manager of each school and may be applied if the letting supports the core aims of the school.

25. The Local Governing Body will review annual applications for charges for regular lettings.

26. In the event of an incorrect charge being quoted, the Local Governing Body reserves the right to charge the correct rate.

27. Where applicable VAT will be charged at the current rate in addition to the letting fee.

Approval/refusal of lettings

28. The Trust and Local Governing Bodies reserve the right to decline any applications at their absolute discretion, in particular where the organisation does not uphold the values of the school, or reputational damage may occur.

29. The Trust and the Local Governing Bodies will not display political favour when considering applications from political parties.

30. All lettings (including any variation in the terms of the lettings) shall not be approved or charge confirmed until approval or confirmation is given in writing by the named school.

31. The Local Governing Body reserves the right to refuse any application, or at any time, any agreement for hire made in consequence of any application. The school is not obliged to give a reason of such refusal or termination. Any fees paid will be refunded or an alternative date offered, except in the case of misconduct.

32. The facilities must not be used without a current written lettings approval. Any person who uses all or part of the facilities or the school without authorisation will be charged at the appropriate rate and may be refused permission to use the school facilities in the future.

Cancellation

33. The hirer shall give a minimum of 21 days' written notice of cancellation to the named school.

34. Where a cancellation is made at any time within 21 days of the hire date the full hire charge will become due and payable by the hirer.

35. The Local Governing Body has the right to cancel any agreed hiring with a minimum of 14 days' notice. A full refund will be issued if a letting is cancelled by the school. The school shall not be liable for any indirect or consequential losses, including (without limitation) any loss of profits, loss of business or the loss of any revenue arising out of the cancellation of any hire.

Special Conditions

36. The Local Governing Body reserves the right to impose Special Conditions in respect of any letting, series of lettings or class of lettings to protect the School or Trust employees. The Special Conditions will be notified in writing to hirers before giving written approval and before any deposit is paid.

37. Special Conditions may include any requirement considered by or on behalf of the Local Governing Body to be desirable, including exclusion or admission of any person, persons or class of person or of any animal, animals or equipment, the giving of bonds or the effecting of insurance.

38. Where facilities are booked by the hirer but prove not to be available during the letting, the Local Governing Body will consider applications for ex gratia refunds of a proportionate part of the letting charge, providing that no refund shall be given for facilities not included in the letting charge.

Legal Requirements

39. The hirer shall comply with all applicable laws and regulations relating to its use of the facilities.

40. This hire shall be governed, construed and interpreted in accordance with the laws of England and Wales.

41. The school and the hirer irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising from this hire.

42. The hirer shall occupy the part(s) of the facilities agreed upon as a non-exclusive licensee and no relationship of landlord and tenant is created between the hirer and the school by this agreement.

43. The hirer shall not sub-license any of the facilities under the agreement.

44. The hirer shall not use the facilities for any purpose other than that agreed upon in the agreement, as set out in the Lettings Application Form.

45. Any additional uses of the facilities not agreed in writing by the school will result in the immediate termination of the agreement.

46. The school shall retain control, possession and management of the facilities and the hirer has no right to exclude the school from the facilities.

47. Hirers who provide community activities, tuition or after-school clubs for children (individuals who have not reached their 18th birthday) must ensure that they comply with the regulations and safeguarding stipulations set out by the Department for Education in 'After-school clubs, community activities, and tuition: Safeguarding guidance for providers'.

48. The hirer shall be responsible for ensuring appropriate safeguarding and child protection policies and procedures in place for their booking. The local governing body retain the right to request written confirmation that the hirer and associate persons hold a current DBS check where appropriate. The hirer must provide a copy of the DBS check and Child Protection Policy relating to their Function on request. The School may also complete visits to the hirer to ensure safeguarding requirements are being met and also check other areas of safeguarding such as safer recruitment. The School retains the right to cancel the letting if safeguarding requirements are not met.

49. If Schools receive an allegation relating to a safeguarding incident that happened when an individual or organisation was using their school premises for the purposes of running activities for children (for example community groups, sports associations, or service providers that run extra-curricular activities) they will follow their safeguarding policies and procedures, including informing the LADO. Hirers should inform school of any concerns about or allegations against staff/ volunteers and/or LADO referrals. Failure to comply with this requirement would lead to termination of the lettings agreement. More information can be found in section 167 of Keeping Children Safe in Education 2026.

50. The hirer shall be responsible for all matters relating to health and safety, in line with the named school's policy, and shall be responsible for those in attendance during the specified time and must take out its own public liability insurance with a reputable insurer approved by the school and, where requested by the school, shall provide of copy of the relevant insurance certificate no less than 10 days before the start date of the licence.

51. The hirer shall observe the maximum capacity rules of the part(s) of the facilities being hired and not allow this to be breached.

52. If a licence in respect of all activity in the facilities is required, the hirer must ensure they hold the relevant licence(s), including those required for use of any third party intellectual property.

53. The hirer must comply with the legal requirements concerning consumption of intoxicating liquor, music, singing and dancing licences, theatre licences and copyright.

54. Save that nothing in the hire shall exclude or limit either party's liability for personal injury or death arising from the negligence of either party or any other liability that cannot be excluded by law, the school shall not be responsible for any losses of a direct or indirect nature, and its maximum liability to the hirer shall not exceed the total fees paid or to be paid to the school by the hirer under the agreement.

55. Where a licensed bar is used during a function, the hirer must ensure that the correct licence is obtained and approved by the relevant authority. Pre-approval must be sought from the school prior to submitting the licence application. The conditions attaching to any licence relating to a function must be observed.

56. The hirer shall not conduct, nor permit or suffer any other person to conduct, any illegal or immoral act on the facilities, nor any act that may invalidate any insurance policy taken out by the school in relation to the facilities. The hirer shall not carry on any activities so as to cause a nuisance or annoyance for other users of the facilities or neighbouring or adjoining facilities.

57. The hirer shall not display any advertisement, signage, banners, posters or other such notices in the facilities without the prior written agreement from the school.

58. Applications for regular 'Car Boot Sales' must be accompanied by a valid Planning Consent or a letter of exemption from the local planning authority.

59. Lettings in respect of Childcare Schemes and Holiday Play Schemes will be subject to additional procedures currently set out in the local Council's Guidelines for Childcare on School Premises.

60. The hirer must comply with any legislation in force at the time of the letting. The hirer shall comply with section 12 of the Children and Young Persons Act 1933, as amended by the Licensing Act 2003. That is to say where any play or entertainment is provided at which the majority of persons attending are children, if the number exceeds 100, it shall be the duty of the hirer to station and keep stationed wherever necessary a sufficient number of adult attendants, properly instructed as to their duties, to prevent more children or any other persons being admitted to the facilities or to any part of it than can be safely accommodated there and to control the movement of the children and other persons admitted whilst entering and leaving the facilities and to take all reasonable precautions of the safety of the children.

61. The hirer will, to the best of their endeavours, ensure the requirements of the Equalities Act 2010 are observed at all times throughout the lettings.

62. A no smoking policy, including no vaping, applies at all times in all parts of the named school facilities, including the grounds and car parks. The hirer must ensure that all users of the facilities comply with this policy.

63. No person under the age of 21 is entitled to hire the facilities.

64. No animals/dogs are allowed on the facilities, including the grounds and car parks.

65. If the hirer breaches any of the terms and conditions, the school reserves the right to terminate the agreement and retain any fees already paid to the school, without affecting any other right or remedy available to the school under the agreement or otherwise.

Electrical Appliance Safety

66. The hirer should ensure that any electrical appliances brought by them onto the facilities shall be safe and in good working order. The hirer must hold a current PAT Certificate and provide a copy of that Certificate before the letting.

67. Any electrical appliances used by the hirer are to be used in a safe manner in accordance with the Electricity at Work Regulations 1989.

Health & Safety

68. The hirer must ensure they know the position of the fire extinguishers and emergency exits in the facilities, or the nearest available fire extinguishers and emergency exits.

69. Before the start of the letting, the hirer must check the following items:

    (a) All fire exits and see they are unlocked, and all escape routes are free of obstruction;

    (b) That fire doors are not wedged open;

    (c) Exit signs are illuminated;

    (d) That no obvious fire hazards are present.

70. All means of exit from the facilities must be kept free from obstruction. Fire safety appliances must not be removed or tampered with in any way.

71. The emergency lighting supply and illuminated exit signs must not be tampered with in any way.

Outbreak of fire

72. The fire brigade must be called to any outbreak of fire, however small. Details of any outbreak must be given to the named school Site Manager, Business Manager or Headteacher as soon as possible.

73. No telephone is available at the facilities outside normal office hours. Hirers must have access to a mobile telephone.

74. The hirer is responsible for the safety of those persons attending the function and will ensure that in the event of a fire or emergency the procedures set out below are applied.

Fire and Emergency Procedures

75. Any person discovering a fire should raise the alarm by using the nearest call point.

76. If the alarm is raised within the facilities or any other part of the school is in use the following procedures will apply:

    (a) All staff and visitors must leave the building immediately using the nearest fire exit door. The last person is to close the doors behind them if possible;
    (b) Do not stop to collect personal belongings;
    (c) Do not use the lift;
    (d) Follow the green and white exit sign and make your way to the designated assembly point;
    (e) A member of staff or, if not present, the hirer to telephone 999 and notify the emergency services;
    (f) Nobody to re-enter the building until authorised to do so by the fire authority;

77. Fire action notices detailing the above procedure are located throughout the school.

Condition of Facilities

78. Whilst the Local Governing Body gives no guarantee as to the fitness, suitability or condition of the facilities at the commencement of the letting, all reasonable efforts will be made to see that the facilities are in a reasonable condition.

79. The hirer will leave the facilities in the condition it was found in, leaving the area clean and tidy and not leaving any of their own equipment behind.

Damage loss or accident

80. The Trust and named school shall not be liable for loss due to breakdown of machinery, failure of supply of electricity or gas, leakage of water, fire, government restriction or act of God that may cause the facilities to close or the hire to be interrupted or cancelled.

81. The Trust and named school shall not accept any responsibility for the loss of or damage to any car or other vehicle that is brought or left on the school site.

Supervision

82. The hirer must ensure that at least one responsible adult (and where appropriate sufficient responsible adults) is present and able to supervise at all times during the letting.

83. The hirer accepts responsibility for being in charge of the facilities at all times when members of the public are present.

84. The hirer is responsible for ensuring that all the regulations governing the letting agreement are met, including in particular those relating to management of the facilities and supervision of all present.

85. The hirer shall at all times maintain good order and shall ensure that no undesirable person is permitted to enter, remain or otherwise make use of the facilities.

86. The hirer is responsible for ensuring that no one shall trespass on any part of the school not covered by the letting agreement. Should any trespasser activate the security system, the hirer shall pay any charge levied on the school.

87. All instructions given to the hirer about parking vehicles must be observed.

88. Parking is prohibited on the concrete paths, service roads or grass areas of the named school.

89. Hirers must ensure that all associated users are aware that the car park is available and should be used.

90. No cars are to be driven onto any playing fields or grass areas. Failure to comply with this regulation will result in an immediate warning.

91. The hirer must ensure that cycles are not ridden on footpaths or on grassed areas around the school.

92. Admissions to dances, concerts or similar events must be ticket only. The hirer must keep a written record of the number of persons admitted to the facilities and leaving the facilities so that the number of people present in the building at any time can be established. The written record shall be made available for inspection by all appropriate bodies, including the police, any authorised officer of the fire brigade, the licensing authority and the local governing body.

93. If the facilities are let for the purposes of a private party, admission shall be by invitation only.

94. The hirer must provide sufficient adult supervision to maintain good order both inside and outside the facilities.

95. The hirer must provide suitable security on the door to ensure control of entry and good conduct of the event.

96. Anyone providing music must ensure that the volume is kept to a reasonable level and must not cause any interference with any other activities in the named school or inconvenience for residents.

97. The hirer is responsible for notifying the police authorities and residents of any function that may cause inconvenience or temporary disruption, for example, unsociable hours or increased traffic.

Explosive and flammable Substances

98. The hirer shall ensure that:

    (a) Flammable substances are not brought onto or used in any part of the facilities;

    (b) No internal decorations of a combustible nature, e.g. polystyrene, cotton, shall be used.

    (c) No smoke machines, lasers, strobes, real flames, firearms, special effect equipment, pyrotechnics or lighted candles (save for small candles on a birthday cake) shall be used, without prior discussion with the named school and permission from the Business Manager/Headteacher of the named school.

The Equipment and Accommodation

99. The hirer must clear away all rubbish and leave the facilities in the condition in which they were found.

100. In the event of any damage or defects caused to the facilities or equipment in the facilities, the hirer must notify the Business Manager/Headteacher in writing.

101. If there is another hirer letting the facilities immediately afterwards, that hirer should also be informed of the damage and defect.

102. The hirer shall make good or pay for all damage (including accidental damage) to the facilities, fixtures, fittings, specialist equipment or content and any loss of content.

103. Any desks, furniture or equipment in the facilities must not be interfered with without the prior approval of the Business Manager/Headteacher.

104. Standing on seats, furniture, windowsills, etc. is not permitted. Fittings, fixtures or decorations of any kind are not permitted, other than purely temporary arrangements that require no nails, screws or other fixed devices that would damage or disfigure part of the facilities.

105. Chalk, resin or polishing materials may not be used on floors.

106. Where the named school has lighting equipment and sound systems, the following applies: The lighting arrangements and sound systems of the facilities must not be supplemented or altered without prior discussion with the appropriate member of staff and permission from the Business Manager/Headteacher. Specialist equipment such as a public address system must not be installed by the hirer, except with the written approval of the School Business Manager/Headteacher. If the main purpose of the let is the use of the equipment, then VAT should be charged on the whole value of the let.

107. If the hirer wishes to install any specialist equipment, the hirer must give the Business Manager/Headteacher a minimum of 14 days' notice together with written details of the equipment that the hirer wishes to install.

108. Specialist rooms and equipment, including gymnastic equipment, public address systems, stage lighting and pianos, are not included in the letting agreement unless specifically mentioned in the Lettings Application Form and approved in advance by the Business Manager/Headteacher.

109. Before the Business Manager/Headteacher gives approval of the use of any specialist rooms and equipment, the hirer must give details of the name(s) and qualifications of the person or persons using the rooms and equipment. If the Business Manager/Headteacher gives approval, the hirer is responsible for the proper use of the specialist use and equipment.

110. The Local Governing Body does not provide first aid facilities for the hirer, or guarantee access to a telephone for calling assistance during lettings. Hirers must make their own arrangements in this respect.

111. All accidents causing injury and incidents with potential for injury must be reported to the school as soon as possible after the event.

112. The Local Governing Body does not undertake to provide suitable chairs or seats for use by the hirer.

113. Any furniture provided by the hirer must be removed immediately after the end of the letting.

Vacation of the Facilities

114. The hirer shall ensure the facilities are vacated by all people attending the function within the time specified within the Lettings Application Form. The hirer shall ensure that any articles taken to the facilities are removed at the end of the function. If the articles are not removed, the Local Governing Body reserves the right to charge the hirer for each day, or part of a day, until the articles are removed. Failure to remove articles at the end of the function, in the event causing significant disruption to the named school, will be charged a sum to reflect the inconvenience to the named school.

115. After using the facilities, the hirer shall carefully check that there are no apparent fire or security risks and all doors and windows are closed and secured.

Catering Facilities

116. Where catering facilities are available, the following special conditions apply:

(a) A separate charge will be made to use the school catering facilities in addition to the standard charges for the letting;

(b) A member of the named schools' contracted Catering Staff must be present whilst the catering facilities are being used. The requirements of that member of staff must be obeyed unless specific permission for sole use of the kitchens has been given by the Local Governing Body within the letting agreements. The hirer is responsible for the proper use of the facilities if approval is given. Any application to use these facilities must specify the name and qualifications of the person(s) using the equipment;

(c) There must be no smoking or vaping in any kitchen by any person handling food or catering equipment;

(d) School tea cloths must not be used;

(e) The kitchen and equipment must be left as clean as it is found;

(f) School crockery and cutlery must not be used except by special permission of the Catering Company;

(g) Tables must be covered before use and washed after use;

(h) Any other special conditions that may be specified by the Catering Company and named school Business Manager/Headteacher.

Grounds and Playing Fields

117. The following regulations govern grounds and playing fields.

118. Any applications to use the playing fields will be considered by the Local Governing Body. Charges for the use of the playing fields will be calculated pursuant to the charging guidelines.

119. The Local Governing Body is responsible for the final approval of letting of the playing fields.

120. The Local Governing Body does not give any guarantees to the standard of any of the playing fields nor of the maintenance or improvement of this standard during the season. The hirer shall be deemed to be aware of the state of any of the playing fields upon submitting the application, and the application will be deemed to be for the particular playing fields as seen.

121. The named school Business Manager/Headteacher shall decide whether any of the playing fields is fit for use and their decision shall be final.

Compliance with Regulations

122. If the hirer fails to comply with any of these Regulations whether intentionally or not, such failure may be deemed by the Local Governing Body to be just cause for the immediate cancellation of any letting or fees for letting.

123. If facilities prove not to be available during the letting, the local governing body will consider applications for refunds of a proportionate part of the letting charge. No refunds will be given for facilities not included in the letting charge.

124. The Local Governing Body's decision as to any refund will be final.

APPENDIX 2 – Churchill Academy & Sixth Form INFORMATION FOR HIRERS

NAMED SCHOOL: Churchill Academy & Sixth Form **ADDRESS: Churchill Green, Churchill, North Somerset** **POSTCODE: BS25 5QN**		
SCHOOL CONTACTS		
Post	NAME	CONTACT PHONE NUMBER (During working hours)
Business Manager	Ally Bigwood	01934 854067
Site & Facilities Manager	Keith Laughton	01934 852771

EMERGENCY NUMBERS WILL BE ISSUED PRIOR TO THE LETTING

Emergency Action	Evacuate the building when hearing alarm sounds
ON DISCOVERING A FIRE Break the glass on the nearest fire alarm call point Call Emergency Services 999	
ON HEARING THE ALARM Leave the facilities by your nearest exit route Do not stop to collect personal belongings Do not attempt to tackle the fire unless trained and safe to do so Make your way to the assembly point Do not re-enter any building until authorised to do so by the Fire and Rescue Service	
CONTACTING THE EMERGENCY SERVICES If calling the emergency services, the school's address and postcode is **Churchill Academy & Sixth Form, Churchill Green, Churchill, North Somerset BS25 5QN**	
The school grab bag is held in Reception and includes details of the school plans and services to be provided to the emergency services	

APPENDIX 3 – LETTINGS APPLICATION FORM

Name		Name of Organisation	
Address			
Vehicle Number Plate		Mobile number	
Email			

Purpose of hire		Expected No. of Participants	
Dates required (Please list specific dates)			
Booking Start Time*		Booking Finish Time*	

* To include preliminary preparation and clearing away time

Facilities required:	
☐ Sports Hall ☐ Full ☐ Badminton court. Number of courts _____ ☐ Netball court ☐ Other court	☐ 3G pitch* ☐ Full ☐ Third ☐ Outside court ☐ Netball. Number of courts _____ ☐ Tennis. Number of courts _____ *Please note our 3G pitch is not FA registered

Please note:

All users of the facilities must have Public Liability Insurance cover with a minimum indemnity of £5 million. A copy of the relevant Insurance Policy must be provided for our records unless the Hirer elects to pay the Academy for Public Liability Cover.

▫ Yes, I/ my organisation would like to take advantage of Public Liability Cover provided by Churchill Academy and agree to pay the additional 10% charge on top of my original booking fee.

▫ No thank you, I / my organisation are covered by our own Public Liability Cover. Please find enclosed a copy of our records stating that this covers the minimum indemnity of £5 million as requested.

▫ I will be requiring a Temporary Events Notice for my event and will be making the application. [A copy of which will be required prior to the event taking place]

Your information will be held in accordance with our data protection policy.

I personally agree to be responsible for the fees charged in respect of this letting and for complying with the regulations and terms and conditions (attached) which I have read.

I also confirm that my organisation has appropriate safeguarding and child protection policies and procedures in place and will liaise with the Academy on these matters where appropriate.

Print name:	Signed:	Date:

SECTION 3

Accommodation/facilities required	**Purpose of Hire**	**No. of expected participants**	**Day(s) of week**	**Dates required**	**Time required***	
					From	**To**

Resources required: please tick (please note we may not always be able to provide this but will inform you where this is/is not possible	Flipchart		P.A. System	
	Laptop/data projector		Other	
	Equipment that you will be providing yourself:			

DO YOU WISH THE LETTING TO CONTINUE THROUGH THE SCHOOL HOLIDAYS? YES/NO

***TO INCLUDE PRELIMINARY PREPARATION AND CLEARING AWAY**

SECTION 4 INSURANCE

Public Liability Insurance of £5m is a requirement of the Lighthouse School Partnership and the named School for all users of our facilities, and a **copy as evidence of such insurance needs to be provided.**

☐ We have our own Public Liability Insurance of £5m and attach herewith a copy of our current policy

SECTION 5

I take FULL responsibility for ensuring the school remains secure during the letting. On behalf of the organisation I personally agree to be responsible for the fees charged in respect of this letting and I agree to abide by the regulations stated in the school lettings policy, the contents of which I have read and understood.

Please refer to the named school schedule of charges.

For casual lettings, a 10% non-returnable deposit is payable and must be submitted with this Application Form – please contact the named school co-ordinator to confirm the cost of booking and the agreed value of non-returnable deposit. Full payment must be received a minimum of 14 days before the proposed date of hire to ensure the facilities are made available.

For regular lettings, after any initial payment you agree to pay one month in advance of use throughout the season. Terms to be agreed, but in any event on or before the first letting.

Cheques need to be made payable to Lighthouse Schools Partnership.

Signature of Applicant:		**Date**	

Thank you for completing this booking form. Please return it to: lettings@churchiil-academy.org

SECTION 6 (FOR SCHOOL USE ONLY)

This application for lettings is approved ☐ not approved ☐

If not approved state reason:

Details of letting costing:		**Letting review date:**
Signed: **School Business Manager / Headteacher**	**Date:**	

APPENDIX 4

VAT and lettings

No VAT is charged for lettings within Lighthouse Schools Partnership as this is outside the scope, VAT category (T).

Letting to outside bodies when there is no VAT, because the income is exempt, is VAT category (E).

Use of equipment

If the main purpose of the let is the use of the equipment, then you should charge VAT on the whole value of the let.

A let is only exempt from VAT if the primary purpose is occupation of the premises (or land) rather than the use of facilities it may offer. If the facilities are incidental, such as the use of a blackboard in a classroom, the let will be exempt.

However, if using the facilities is the primary purpose, VAT is chargeable. Therefore, VAT should be charged where a room is equipped with computers is used for a word processing class.

VAT is chargeable on the use of kitchen facilities where this is the primary purpose of the let.

Supplied services

Where services are incidental to the let, no VAT should be charged. So VAT should not be charged on the cost of cleaning a room after a let.

If services additional to the right to occupy the premises are provided, VAT must be charged on the value of these additional services. Examples of such services would be a lecture given by school staff, supplying a buffet or providing a car park attendant.

Admission charges

Where the school charges admission to an event, such as a school play, these charges are subject to VAT. Therefore, if a school wanted to retain £2 per person, they should charge £2.40 (the 40p being the VAT at 20%).

This charging by the school should be distinguished from charging by other organisers for events held at the school. See the section below on When to charge VAT for sporting facilities.

The school can avoid charging VAT by having the event organised by a Parent's Association. If the school lets the premises to the PTA, this let is exempt from VAT as the PTA is charging admission to the public. The PTA will only have to charge VAT on its admission charges if its total income from trading activities exceeds £85,000 (or the current HMRC threshold) per year.

Trading activities include all income received for the provision of goods or services by the PTA, such as admission to events or funds from jumble sales, etc. They do not include donations.

VAT incurred by the PTA on other costs associated with the event may not be recovered when it is registered for VAT.

When to charge VAT for sporting facilities

Sporting purposes include all types of physical recreation. For example, letting a hall for a dance counts as a sporting purpose.

Lets for non-sporting events

A let of sporting facilities for non-sporting purposes is exempt from VAT. Examples would be the let of a playing field for a fete or a gymnasium for a political meeting.

Similarly, the let of sporting facilities for a sport, which those facilities were not designed for, is exempt. Therefore, the let of a sports hall for a dance would be exempt. However, if disco lights, mirrors etc. were put into the hall, VAT should be charged, as these facilities are designed for a dance.

Lets of general purpose halls

A general purpose hall contains no sports facilities or equipment beyond floor markings. Therefore, the hire of a school hall for badminton would be exempt if no equipment were provided. If nets were provided, the whole let would be subject to VAT.

Lets for more than 24 consecutive hours

If the let is for more than 24 consecutive hours, then do not charge VAT. It's exempt income VAT Category E.

In order to be exempt, the let must give continuous and exclusive use to the hirer for more than 24 hours. Thus, letting a sports hall every evening for a week would not qualify, as the let is not continuous.

Letting a sports hall jointly to two clubs would not qualify as the let is not exclusive - both clubs should be charged VAT.

Lets in a long series

If the let is part of a long series and meets the conditions below, then do not charge VAT. It's exempt income VAT Category E.

In order to qualify as exempt, the following conditions must be met:

- The series must be 10 or more periods. There is no restriction on the length of the periods.
- Each period must be for playing the same sport and in the same place. A different pitch on the same playing field is acceptable.
- The interval between each period must not be less than one day or no more than two weeks
- There must be evidence in writing of the series of lets. This must include a requirement to pay for the whole series, whether or not the facility is actually used every period. An exchange of letters or an invoice issued in advance of lets would be acceptable as evidence. A refund would not breach this condition if the facility were not available due to an unforeseen circumstance, such as a flooded football pitch
- The let must be to a school, club or association
- As with a let over 24 hours, the let must be exclusive

Provision of services

If services are incidental, eg floodlights, showers or changing rooms, they are treated as part of the whole let.

Therefore, if the let is subject to VAT, so are the services. If the let is exempt, so are the services. If separate services are supplied, VAT must be charged on these.

Churchill Academy Hire Charges

	Hourly rate (Exc VAT)	
Hall (floor space only)	£20.00* (technical support not included)	
Gym	£17.50	
Function Hall (outside of exam season)	£30.00	
Sixth Form Block	£20.00*	
Dance Studio	£15.00**	
Drama Studio	£12.00	
Classrooms	£12.00	
Recording studio – Weekday	£28.00 (technician required)	
Recording studio – Weekend	£36.50* (technician required)	
minimum of 3 hours to be booked* * For the purposes of VAT, the Dance Studio is classed as a sports facility*	Daily rate (Exc VAT)	Daily rate (Exc VAT)
Theatre / Hall	£275.00 * (with stage + technician)	£150.00 (floor space only)

To include:

- Initial meeting with Theatre Technician to go over the plan for your show/event regarding set up, logistics and full requirements.
- Access from 9.00am – 11.00pm on the day of booking. Beyond 11.00pm will be an additional £35 per hour.
- *Theatre technician for up to 6 hours. Additional hours are charged at £35+VAT per hour.
- If you have your own technician, approval will need to be granted by the Theatre technician. A technical briefing will be required before access and usage of the Academy equipment.
- Sound - 2 x FOH speakers, Onstage/raised/rigged monitor speakers, Behringer X32 32 channel mixing desk, Behringer S16 digital stage box, 2x dual-channel amps for FOH and monitors, Dual CD/USB player, 1 AUX input for other audio devices. Additional equipment is available on request.
- Wireless Microphones available at £12 +VAT per microphone per day - 2 x handheld Sennheiser G3 microphones, 12 x Sennheiser EW-D radio microphones with headsets, 2 x Sennheiser ew-100 G3 radio microphones with headsets (4 if not using handhelds) [additional technician may be required for more than 4 channels]
- Lighting - Stage : warm & cold wash, LED colour on cyclorama and LED backlights. Hall (between stage and tiered seating): warm white wash. Additional lighting is available on request
- Tea and coffee making facilities can be provided on request.
- Matrix seating (full 300) has an additional charge of £60.00+VAT (fixed floor seating.)

	Daily rate (Exc VAT)
Sixth Form Block	£65.00

- Access from 9.00am – 11.00pm. Beyond 11.00pm will be an additional £35 per hour.
- Tea and coffee making facilities can be provided on request.

Licence
If you intend to serve alcohol during your performance, a temporary event notice to serve alcohol can be requested from North Somerset Licensing Team. Confirmation of this must be presented prior to the date of your booking.