



# Holy Cross

CATHOLIC HIGH SCHOOL

## Lettings Policy

## **Introduction**

The Governing Body should regard the school buildings and grounds as a community asset and should make every reasonable effort to enable them to be used as much as possible, although this situation may be reviewed in light of any potential health and safety requirements during a Covid-19 or similar outbreak. However, the overriding aim of the Governing Body should be 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) should 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. Within this framework, schools may charge some organisations more than cost and subsidise other users provided that overall charges for community use at least cover additional costs.

## **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 a lettings policy for the use of the school premises. A draft policy is provided at Appendix A. This should be reviewed on an annual basis. Charges to be levied should 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.

## **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).

Guidance can be found on the schools' Portal at:-

[https://schoolportal.lancsngfl.ac.uk/view\\_sp.asp?siteid=733&pageid=14399&e=e](https://schoolportal.lancsngfl.ac.uk/view_sp.asp?siteid=733&pageid=14399&e=e)

For further advice on VAT relating to lettings, please contact the County Council's VAT Team (Tel. 01772 531636).

## **Insurance**

The school 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 Headteacher is responsible for the management of lettings, in accordance with the Governing Body's policy, together with the [guidance on Keeping children safe in out-of-school](#) settings which details the safeguarding arrangements that schools and colleges should expect these providers to have in place. 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. Schools should take appropriate safeguarding advice, transfer of control information and guidance, including a draft written agreement of safeguarding responsibilities for a third party provider using a school site is available from the school safeguarding team.

## **The Administrative Process**

Organisations seeking to hire the school premises should approach the Headteacher (*or other designated member of staff*), who will identify their requirements and clarify the facilities available. A lettings application form (Appendix B) should be completed at this stage.

Once a letting has been approved, a letter of confirmation should be sent to the hirer, setting out full details of the letting and enclosing a copy of the terms and conditions of the hire agreement. The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the Governing Body's current scale of charges. (*Schools may wish to seek payment in advance in order to reduce any possible bad debts*).

All lettings fees which are received by the school should be paid into 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.

**Reviewed July 2024**

## **Overview**

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. Where governing bodies hire or rent out school or college facilities/premises to organisations or individuals (for example to community groups, sports associations, and service providers to run community or extra-curricular activities) they should ensure that appropriate arrangements are in place to keep children safe. When services or activities are provided by the governing body or proprietor, under the direct supervision or management of their school or college staff, their arrangements for child protection will apply. However, where services or activities are provided separately by another body this is not necessarily the case. The governing body should therefore seek assurance that the provider concerned has appropriate safeguarding and child protection policies and procedures in place (including inspecting these as needed); and ensure that there are arrangements in place for the provider to liaise with the school or college on these matters where appropriate. This applies regardless of whether or not the children who attend any of these services or activities are children on the school roll or attend the college. The governing body or proprietor should also ensure safeguarding requirements are included in any transfer of control agreement (i.e. lease or hire agreement), as a condition of use and occupation of the premises; and that failure to comply with this would lead to termination of the agreement. The [guidance on Keeping children safe in out-of-](#)

[school](#) settings details the safeguarding arrangements that schools and colleges should expect these providers to have in place.

3. School and college safeguarding policies should set out the arrangements for individuals coming onto their premises, which may include an assessment of the education value, the age appropriateness of what is going to be delivered and whether relevant checks will be required. Schools and colleges may receive an allegation relating to an 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). As with any safeguarding allegation, schools and colleges should follow their safeguarding policies and procedures, including informing the LADO.
4. The hirer must be willing to meet with school officials and provide details of their aims and objectives. Hirers should follow the appropriate keeping children safe in education guidance [After-school clubs, community activities, and tuition - safeguarding guidance for providers \(publishing.service.gov.uk\)](#)
5. 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.
6. 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.
7. 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.
8. A Letting Application / 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.
9. No lettings will be approved giving the user exclusive possession (note: this is a legal requirement, not to be confused with a sole letting).
10. 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.
11. All hirers must comply with health and safety legislation.
12. The hirer is responsible for following safer recruitment procedures

including that DBS checks have been undertaken and other elements that may be relevant for working with children.

13. Arrangements for the payment of each letting will be made in advance with the hirer concerned.
14. Smoking is not allowed on the premises in line with school policy.
15. Alcoholic Drinks –
  - a. An occasional licence must be obtained where appropriate. The Licensee is responsible for conduct of bar sales, etc.
  - b. No alcohol is to be stored or retained on the premises when pupils are in school.

### **Principle Terms**

- The agreement commences once both parties have signed and dated the booking form
- You have sole responsibility for the conduct of all your players joining under the agreement and any other players joining at a later date

### **Block Bookings**

- Block bookings start and end on the days given on the booking form.
- Fourteen days before the end date is due, notification will be given with the option of renewing the booking.
- If renewal is not made within these 14 days the booking will be lost and available for others to book.
- Invoices will be sent out monthly, block bookings must be at least 10 weeks.
- For the avoidance of doubt, you are obliged to make every weekly payment regardless of non-attendance, whatever the reason for non-attendance may be.
- Under 16s shall not be left unattended anywhere within the facilities of the sports centre.
- Before the commencement of the first booking, a copy of insurance documents should be given to staff.
- The client has a responsibility for guests; the client must have a register of participants in the sessions if required by the facility manager in case of emergency.
- If Holy Cross has to cancel bookings because of school commitments, booking fees will be cancelled/refunded for the period lost to the client.

### **Single Bookings**

- All single/casual bookings must fill in a booking form.

- Single bookings must be paid for before the event and will be liable to VAT.

## **Cancellations and Postponements**

- The dates of your bookings should be pre-arranged and written on your booking form; all weeks between these periods will be charged.
- Holy Cross Catholic High School reserves the right not to renew any bookings, in this situation the client will be informed 30 days in advance.
- Holy Cross Catholic High School reserves the right to change the price at any time, in this situation 30 days' notice will be given and the option to discontinue the booking will be given.
- The Duty Manager has the right to cancel sessions if the weather conditions make using the facilities unsafe and the Duty Manager's decision is final.

## **Entry to the site**

Entry to the site for vehicles is via Myles Standish Way. You are requested NOT to use The Bowers entrance except on foot.

## **Behaviour and Playing Rules**

Guests remain the responsibility of the client at all times whilst on the premises and centre grounds. Holy Cross Catholic High School asks all customers to ensure they arrive and leave quietly and peacefully, keeping to the 10mph speed limit ensuring no disturbance to local residents.

## **Use of Facilities**

- Please leave the facility as you would expect to find it, remove any litter and place in the bins provided and take all lost property with you.
- Please attempt to keep noise to a minimum as we have a local residential area close by.
- No swearing or excessive shouting.
- No smoking, drinking of alcohol or drugs shall be used in any of the facilities. The police will be called in the event of this taking place.
- No food is to be taken onto the synthetic pitch.
- Chewing gum should be placed in the bins provided.
- Please ensure that your session is completed on time.
- Please do not tamper with any of the school's equipment or displays.

- Please report any damage to the Duty Manager.

### **Liability**

- Holy Cross Catholic High School cannot accept any liability for any injury to persons, loss or damage to any of your personal equipment.
- The client shall become liable if as a result of the actions of the client or its guests, property belonging to Holy Cross Catholic High School becomes damaged or stolen.

### **Evacuation and Emergency Procedure**

- If you discover a fire, sound the alarm by breaking the glass, evacuate the building and call the fire brigade.
- If the alarm sounds, clear the facility by the nearest exit, following the green fire exit signs and lights and gather at the far side of the car park, adjacent to the tennis courts.
- Please use your register to ensure all your groups are accounted for and report this to the Duty Manager.

### **First Aid**

- All Duty Managers have access to a first aid kit and defibrillator, situated in the Community Office.
- All clients must ensure that a member of their group is first aid trained.
- Any accidents must be reported and logged in the accident and incident book.
- A telephone for emergency use is available in the community office.

### **Data Usage**

- Holy Cross Catholic High School may use your personal data to contact you regarding matters pertaining to this agreement, your booking or the day to day involvement with the centre. We would also like to contact you regarding products and services we offer or that third party companies are offering. If you do not wish us to do this please write to us at Holy Cross Catholic School Sports Centre, Myles Standish Way, Chorley, PR7 3LS.

***Booking forms are available below or from the Sports Centre Reception Area***

Updated: Autumn 2024

Review: Autumn 2026



## Appendix B



### Holy Crossfor Sports Facilities Booking Form

CATHOLIC HIGH SCHOOL



**Holy Cross**

CATHOLIC HIGH SCHOOL

### Block Booking

Name of Organisation	
Main Contact	
Address	
Postcode	
Tel Day	
Mobile	
Email	

### Payment Information

Arrangement	Invoice	<input type="checkbox"/>	Cash/ Cheque	<input type="checkbox"/>
Invoice To:	Name:  Address:			

## Facility Requirements

Facility:  <i>Please circle or highlight choice</i>	<b>Sports Hall</b>	Sports Hall			
	<b>Astro Turf</b>	Full	Two Thirds	Half	Third
	<b>Grass Pitch</b>	Hourly		Full Match	
	<b>Other</b>	Changing Rooms		Showers	Male / Female
	<b>Fitness Suite</b>	Senior		Junior	
Day(s):	Monday 1700-2200	Time(s):  To and from			
	Tuesday 1700-2200				
	Wednesday 1700-2200				
	Thursday 1700-2200				
	Friday 1700-2200				
	Saturday 0900-2000				
	Sunday 0900-2000				
Date: First Booking		Date: Last Booking			
Frequency:	Weekly	Monthly	Other – Please state		

**Signing below indicates you have read and agree to the Rules and Regulations incorporating the booking procedures.**

Signed:				
Name:				
Date:				
<i>Office Use Only:</i>	<i>Input:</i>	<i>Confirmation Sent:</i>	<i>Date</i>	<i>Staff:</i>



## Memorandum of Agreement and Indemnity



In consideration of the Governors granting the use of the aforementioned premises, I/we agree to pay to the Governors the prescribed hire charge and to replace or pay to the Governors the cost of making good any damage caused to the premises by me/us.

It is further acknowledged and agreed that the Governors 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, their officers, servants and agents against all actions, costs, claims and demands arising out of any accidents 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, 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 the Governors.

It is further acknowledged and agreed that I/we will indemnify the Governors 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.

It is recommended that hirers arrange for appropriate Public Liability Insurance in respect of this indemnity.

Signed:	
Organisation:	
Name:	
Date:	

SCHOOL USE ONLY

1. This application for the use of school premises is acceptable to us:

YES	NO
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*(Delete as appropriate)*

The Governors have determined that this will be:-

a. A free letting

YES	NO
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*(Delete as appropriate)*

b. A chargeable letting at a cost of £ ..... per hour/session Plus VAT where applicable

2. Lettings income will be collected \* by the school / by the Authority on our behalf. \*  
*(delete as appropriate)*

Signed .....  
*(Headteacher)*

### 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

SIGNED: \_\_\_\_\_

On BEHALF OF: \_\_\_\_\_

DATE: \_\_\_\_\_