



# Forton Primary School

## Lettings Policy 2023-2024

*Where All Our Children Shine...*

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. The hirer must be willing to meet with school officials and provide details of their aims and objectives.
3. 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.
4. 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.
5. 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.
6. 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.
7. Any hirer that uses the school must be adequately insured (with a minimum of £2m public liability insurance) and insurance documents must be attached to the application.
8. All hirers must comply with health and safety legislation.
9. The hirer is responsible for ensuring that CRB checks have been undertaken where appropriate.
10. Arrangements for the payment of each letting will be made in advance with the hirer concerned.
11. Smoking is not allowed anywhere on the premises, both buildings and grounds, in line with school policy.
12. Alcoholic Drinks –
  - a. An occasional licence must be obtained for the conduct of bar sales. The Licensee is responsible for conduct of bar sales.
  - b. No alcohol is to be stored or retained on the premises when pupils are in school.

February 2022

Appendix

**USE OF FORTON SCHOOL PREMISES  
APPLICATION FORM NO: 2**

**1 Name of Organisation:** \_\_\_\_\_

**Name of Applicant:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ **Telephone:** \_\_\_\_\_

**2 Name and address of person to be billed if not same as 1:**

\_\_\_\_\_

\_\_\_\_\_

**3 Details of premises required:**

(a) Name of School: Forton Primary School

(b) Date(s) required:

(c) Accommodation Required.

<i><b>TYPE OF ACCOMMODATION</b></i>	<i><b>TICK</b></i>	<b>FROM</b>	<b>TO</b>
Class 1			
Class 2			
Class 3			
Class 4			
Hall			
Staff room			
Drama house			
Playing field			
Playground			


<b>Please state here any additional requirements</b>			

4

**Purpose for which accommodation/premises are required:**

**(a) If the letting is of a commercial nature, please supply details:**

**(b) Will the general public be admitted?**

YES	NO
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*(delete as appropriate)*

**(c) Details of admission charges:**

**(d) Is copyright music to be performed?**

YES	NO
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*(delete as appropriate)*

**(e) Will the use of a piano be required?**

YES	NO
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*(delete as appropriate)*

**(f) Approximate number of people attending:**

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**(g) Is alcohol to be served**

YES	NO
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*(delete as appropriate)*

**(h) Do you intend to use/bring into the premises any additional electrical equipment:  
(see note 6 below)**

YES	NO
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*(delete as appropriate)*

*\*If you answer yes to any of these, please provide further details on a separate sheet*

5

**VAT Regulations Relating to the use of Sports Facilities**

The letting of school sports facilities is standard rated for VAT purposes.

However, if all of the conditions are met, the letting may be treated as exempt:-

- (a) The series of letting is for 10 or more sessions.
- (b) Each session is for the same sport or activity.
- (c) Each session is at the same place.
- (d) The interval between each session is at least one day and not more than 14 days.
- (e) The contract is for the whole series. This must include evidence that payment is to be made in full for the series whether or not the right to use the facility for any specific session is actually exercised.

A formal agreement, exchange of letters or an invoice would be sufficient evidence.

Provision for a refund in the event of unforeseen non-availability of the facility would not break the Condition, but provision for a refund in other circumstances would. It is acceptable for payments to be made in instalments, provided that the full amount is paid whether or not the facilities are actually used on each occasion.

- (f) The facilities are let to a school, a club, association or an organisation representing affiliated clubs or constituent associations (such as a local league).

However, if the facilities are let to an individual or private organisation rather than any of the above, the exemption does not apply, even if the other conditions are met.

- (g) The organisation to which the facilities are let has exclusive use of them during the session.

I/WE HAVE READ THE CONDITIONS OUTLINED ABOVE AND APPLY TO BE EXEMPT FROM PAYING VAT AS WE DO FULFIL THE CRITERIA

SIGNED

ON BEHALF OF

DATE

6 Memorandum of Agreement and Indemnity to be completed for all applications:

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

**It is further acknowledged and agreed that the Governors and/or the County Council 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 and/or the County Council, their officers, servants and agents against all actions, costs, claims and demands arising out of any accidents and/or loss 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 and/or the County Council, 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 both the Lancashire County Property Group and the Licensing Section of Lancashire County Council. Further I/We undertake to check and inspect the facilities to ensure that they are clear and free of hazardous material, debris and spillages prior to use.**

**It is further acknowledged and agreed that I/we will indemnify the Governors and/or the County Council 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.**

**I/We hereby undertake to provide at my/our own expense during the period hire of any swimming pool suitable and sufficient lifeguard personnel as based on the guidance of the Health and Safety Executive and as detailed in the "Instructions for the Use of Swimming Pools".**

**(The hirer should produce evidence that this indemnity is protected by adequate insurance cover).**

**Signature** \_\_\_\_\_

**Designation** \_\_\_\_\_

**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)*

**2 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 £ 10 per hour (Plus VAT where applicable)**

**3 Lettings income will be collected by the school**

**Signed** ..... *(Headteacher)*