

Letting Policy at Sherborne Primary

Achieving, Belonging, Caring



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 Academy Committee will set charges for lettings guided by these principles:-
 - Lettings to the school's Friends of Sherborne Primary School will be free of charge.
 - Lettings to all other hirers will be charged at cost plus a profit margin determined by the Academy Committee.

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 School's Academy Committee, or that the letting may be cancelled provided that in each circumstance at least 28 days 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 Executive Headteacher. If the Executive Headteacher believes a letting should not be permitted he\she will report the reasons to the Finance Committee.
- If the hirer breaches any of the terms and conditions set out in this policy future bookings may be cancelled and the letting fees retained by the school

Lettings charges:

Hall: £35 for the first two hours and £15 per hour or part hour thereof

SCAPA: £35 for the first two hours and £15 per hour or part hour thereof

Community

Hub: £35 for the first two hours and £15 per hour or part hour thereof

Use of Playing fields and School Grounds – to be agreed on an individual basis

- 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 from the hirer of making good.

- 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 the playing field and detrimental to the school's ability to provide the PE curriculum.)

VAT on lettings

- 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 Audio Visual. 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.
- If a separate charge is made for hiring equipment, this is subject to VAT.
- 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.
- 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
- Charges for parking, caravan or tent pitches are always subject to VAT.

Bookings and payments

- Applications for the use of the premises should be made to the Finance Officer, on a booking form (Appendix 1) available from the school office.
- Payment is required before the date of the first booking.

Vacation of Premises

The Hirer shall ensure that the premises are vacated promptly at the end of the letting and confirm vacation with the school's Site Technician or SAST Estates Team.

Indemnity and Insurance

- The Hirer shall be liable for and shall indemnify the Schools' Academy Committee 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).

- Without prejudice to the Hirers 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.
- The Hirer shall produce such evidence as the Schools Academy Committee may reasonably require to confirm that the insurance referred to above has been effected and is in force at all times. The Committee reserves the right to refuse and/or amend the cover arranged.

PROTECTION OF PREMISES AND MOVABLE PROPERTY

1. (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.

PUBLIC SAFETY

2. (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.

COPYRIGHT OR PERFORMING RIGHTS

3. (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 Finance 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.

SUB-LETTING

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

INTOXICATING LIQUOR

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

SMOKING

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

DOGS

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

Document Control Table			
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