

## Lettings Policy



Oakmeadow CE Primary and Nursery School

Reviewed Sept 19

Next Review due: Sept 21

### Lettings Policy

#### **Introduction**

The Governing Body regards the school buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible. However, the overriding aim of the Governing Body is to support the school in providing the best possible education for its pupils, and any lettings of the premises to outside organisations will be considered with this in mind.

A charge should be levied to meet the additional costs incurred by the school in respect of any lettings of the premises to ensure that the school budget share does not subsidise the cost of a letting - attached at Appendix A is guidance on calculating a letting charge.

#### **Definition of a Letting**

A letting may be defined as “any use of the school premises (buildings and grounds) by either a community group, or a commercial organisation (such as the 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 the premises for activities such as staff meetings, parents’ meetings, Governing Body meetings, extra-curricular activities of pupils supervised by school staff, and PTA sponsored events fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school’s delegated budget.

#### **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 **School Letting Request Form** (a suggested pro forma is attached to this document) should be completed at this stage. The Governing Body has the right to refuse an application, and no letting should be regarded as “booked” until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.

Once a letting has been approved, a letter of confirmation will be sent to the hirer, setting out full details of the letting and enclosing a copy of the terms and conditions and the **Hire Agreement**. The letting should not take place until the signed agreement has been returned to the school. 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 (see Appendix A). ***(School may wish to seek payment in advance or levy a returnable deposit to cover any additional costs arising from the letting)***

Payment for extra curricula clubs run by external agencies will be settled once the club has been held.

The hirer should be a named individual and the agreement should be in their name, giving their permanent private address. This avoids any slight risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure.

## **TERMS AND CONDITIONS FOR THE HIRE OF THE SCHOOL PREMISES**

All terms and conditions set out below must be adhered to. The “Hirer” shall be the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

### **Status of the Hirer**

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background. The hire agreement is personal to the hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of creating any tenancy between the school and the hirer.

Persons may have to undergo, at the discretion of the Governing Body, a criminal record check via the Criminal Records Bureau (CRB). If a particular letting involves contact with the school’s pupils, all personnel involved must undergo a CRB check, in accordance with Shropshire Council policy. These checks must be made by prior arrangement with the Headteacher, with at least half a term's notice in advance to ensure that the checks can be carried out in time.

Any adults working with the school’s pupils (for example, at an after school sports club) must be appropriately qualified.

### **Priority of Use**

The Headteacher will resolve conflicting requests for the use of the premises, with priority at all times being given to school functions and the Music Service

### **Attendance**

The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approval given.

### **Public Safety**

The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety, **not exceeding 250**), and for keeping clear all gangways, passages and exits. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct.

### **Own Risk**

It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

### **Damage, Loss or Injury**

EITHER:           The Governing Body has arranged appropriate public liability insurance to cover all 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 through the Local Authority. A pro-rata cost of the insurance premium has been included in the hire charge.

OR:                 The Hirer warrants to the Governing Body that it 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.

***(On completion of the hire form the hirer must indicate which of the alternatives applies this will be dependent on whether the hirer has arranged an appropriate level of public liability insurance and can produce evidence of a current certificate)***

Neither the school, nor the Local Authority, will be responsible for any injury to persons or damage to property arising out of the letting of the premises.

### **Furniture and Fittings**

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.

### **School Equipment**

Responsible adults must supervise the use of any equipment, which is issued and ensure its safe return. The Hirer is liable for any damage, loss or theft of school equipment they are using, and for the equipment's safe and appropriate use.

### **Electrical Equipment**

Any electrical equipment brought by the Hirer onto the school site **MUST** comply with the LA code of practice for electrical equipment. Equipment must either have a certificate of safety from a qualified electrical engineer or have inspected by the School / LA. The intention to use any electrical equipment must be notified on the application.

### **Car Parking Facilities**

Subject to availability, these may be used by the Hirer and other adults involved in the letting.

### **Toilet Facilities**

Access to the school's toilet facilities is included as part of the hire arrangements.

### **First Aid Facilities**

There is no legal requirement for the school to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. Use of the schools resources is not available.

### **Fire Regulations**

The person responsible for the security of the premises before, during and after the hire will explain the fire procedures to the hirer. The advice will specifically relate to emergency evacuation procedures, fire alarm points and fire fighting equipment, assembly points and roll call of personnel, location of telephone and how

to summon the Fire Brigade and emergency services. A written copy of schools fire evacuation procedures will be issued to hirers.

### **Food and Drink**

No food or drink may be prepared or consumed on the property without the direct permission of the Governing Body, in line with current food hygiene regulations. All litter must be placed in the bins provided.

### **Smoking**

**The whole of the school premises is a non-smoking area, and smoking is not permitted.**

### **Copyright or Performing Rights**

The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the Local Authority and or the Governing Body against all sums of money which they may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

### **Sub-letting**

The Hirer shall not sub-let the premises to another person.

### **Charges**

Hire charges are reviewed annually and the current charge is set out in the **Lettings Request Form**

## Addition of Value Added Tax – General Hiring

The VAT treatment of general lettings is shown in the table below. In cases where the letting is exempt from VAT no VAT is added to the charge. Where the letting is standard rated VAT currently at 20.0 % should be added to the charge.

HIRE OF ROOM, HALL OR THEATRE	VALUE ADDED TAX
1. Hire of a room which includes tables and chairs.	Exempt from VAT
2. Hire of a room which includes tables and chairs with the provision of light refreshments (tea and coffee).	Exempt from VAT
3. . Hire of a room which includes tables and chairs together with a hire of a kitchen which the hirer can use to prepare food and drink.	Exempt from VAT
4. Hire of a room which includes tables and chairs and the catering supplied by the school.	Standard rated – VAT at 20.0%
5. Hire of a room which includes tables and chairs and a bar facility which is operated by the school.	Standard rated – VAT at 20.0%
6. Hire of a room which includes tables and chairs, flipchart and overhead projector.	Exempt from VAT
7. Hire of a room which includes tables and chairs and the use of computer facilities.	Standard rated – VAT at 20.0%
8. Hire of a theatre to a theatre group to put on a play. The theatre group operates the theatre and retain the box office takings.	Exempt from VAT
9. Hire of a theatre to a theatre group to put on a play. The theatre retains the box office takings. The school provides staff to operate the theatre.	Standard rated – VAT at 20.0%
10. Hire of a theatre to a theatre group to put on a play. The hire includes a bar facility which is operated by the school.	Standard rated – VAT at 20.0%
11. Hire of a Hall without the use of any equipment.	Exempt from VAT

## Addition of Value Added Tax – Hiring of Sports Facilities

The VAT treatment of the hiring of sports facilities is shown in the following table. In most cases VAT at the rate of 20.0% should be added. In cases where the hire is for more than 24 hours or for a series of ten or more periods the let will be exempt from VAT– item 5. in the following table.

HIRE OF SPORTS FACILITY	VALUE ADDED TAX
1. Grass field with line markings and goal posts.	Standard rated - VAT at 20.0%
2. All weather sports facility.	Standard rated - VAT at 20.0%
3. Hire of sports hall with line markings and equipment to play football, badminton, tennis, cricket, volleyball, netball etc.	Standard rated - VAT at 20.0%
4. Hire of hall or room with equipment for gymnastics, table tennis.	Standard rated - VAT at 20.0%
5. Hire of sports facilities - number 2 to number 5 above – for more than 24 hours or for a series of ten or more periods. <b>See notes below.</b>	Exempt from VAT
6. Hire of hall or room with equipment for martial arts activity, weight training, keeping fit.	Standard rated - VAT at 20.0%

The VAT regulations define a limit on the level of exempt income, which the Council can generate. Exempt income is the income, which is exempt from VAT. If this limit is exceeded, a VAT penalty amounting to several millions pounds can be levied against the Council. Since schools are effectively part of the Council, as far as the VAT regulations are concerned, the exempt income generated by schools will count against the Council's limit.

As far as general lettings are concerned; the generation of exempt income cannot be avoided. However, in letting of sports facilities exempt income could be avoided if the each letting does not exceed 24 hours or for more than ten lets. **Therefore, in the Council's interest, the school should AVOID any hiring of sports facilities which, will be exempt from VAT.**

If sports or physical recreation facilities are let for a series of sessions the income will be exempt from VAT if the following conditions are met:-

1. the series of lets consist of 10 or more sessions.
2. each session is for the same sport or activity.
3. each session is in the same place, although a different pitch, court or lane, or different number of pitches, courts or lanes is acceptable.
4. the interval between each session is at least 1 day but not more than 14 days. The duration of the sessions may be varied, however there is no exception for intervals greater than 14 days through the closure of the facility for any reason – including Summer holidays.
5. the series is to be paid for as a whole and there is written evidence to the fact. This must include evidence that payment is to be made in full whether or not the right to use the facility for any

specific session is actually exercised. Provision for a refund given by the provider in the event of the unforeseen non-availability of their facility would not affect this condition.

6. the facilities are let out to a school, club, association or an organisation representing affiliated clubs or constituent associations, such as a local league.
7. the person to whom the facilities are let has exclusive use of them during the sessions.

### **Addition of Value Added Tax – Hiring to Shropshire Schools or Departments**

If spaces or sports facilities are let to another Shropshire school or a department of Shropshire Council the let is outside the scope of VAT. VAT should not be added to the charge. (VAT indicator H). The VAT rules stated above do not apply.

### **Licences**

The Hirer is responsible for obtaining all necessary licences, consents and/or permissions which may be required from any source in connection with this letting and the activity stated in the Lettings Request Form.

### **Variation of Scales of Charges and Cancellations**

The Hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by the Governing Body on an annual basis) and that the letting may be cancelled, provided that in each circumstance at least 28 days notice either way is given. It is the Hirer's responsibility to notify interested parties in writing (where appropriate) of any changes in dates or venues at least a week in advance.

**Note: (School may wish to seek payment in advance or levy a returnable deposit to cover any additional costs arising from the letting)**

### **Security**

The Governors will hire and pay for a person to be responsible for the security of the premises before, during and after the hire, and for the cleaning of the premises after its use. This cost will be included in the charge for the letting. If no suitable person can be employed, then the letting will not be allowed or will be cancelled. Only named key holders may operate the security system. Keys should not be passed to any other person without direct permission of the Governing Body of the school.

### **Right of Access**

The Governing Body reserves the right of access to the premises during any letting. The Headteacher or members of the Governing Body may monitor activities from time to time.

### **Conclusion of the Letting**

The Hirer shall, at the end of the hire period, leave the accommodation in a tidy condition, all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional cost may be charged.

### **Vacation of Premises**

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult.

### **Promotional Literature/Newsletters**

A draft copy of any information to be distributed to participants or through the school must be sanctioned by the Headteacher a week prior to distribution by the Hirer.

### Conditions of Use

#### (To be printed on reverse of School Lettings Request Form)

1. Application for a letting does not necessarily guarantee acceptance. All applications will be confirmed, or otherwise, by the Headteacher (or other Designated person).
2. Organisations will be required to pay the letting charge if the premises are opened for the letting even if the letting does not take place. The Hirers must give a minimum of x days notice of any cancellation. Any changes to the letting are at the sole discretion of the School and a formal written request must be made x days before the Letting.
3. The School reserves the right to cancel or amend this letting in the event of the premises subsequently being required for school activities. In this event as much notice as possible will be given but the school will not be under any obligation to offer alternative accommodation.
4. The letting must be correctly supervised by the Hirers who will undertake to pay for any damage caused by their use of the premises and are responsible for their own third party liability cover. The Hirer will also indemnify the Governing Body and the LEA against any claims prosecutions actions costs and demands arising from the letting.
5. Multiple Lettings: All accounts are payable within **28** days from the date of the account. The school reserves the right to refuse the hirer subsequent admission to the premises if any account remains unpaid after this period.

Single Lettings: Payment for single lettings must be made to the school before the commencement of the letting.

6. If a letting over-runs the time booked, an additional charge will be made.
7. The school reserves the right to amend the charges giving **28** days notice.
8. The hirer must make him/herself fully conversant with the fire drill for the premises and the position of appliances and emergency exits. He/she must also keep a register of members for Health and Safety reasons. In the event of an evacuation of the building the hirer is responsible for informing the **–Fire Officer** that all group members have been evacuated safely.
9. Once completed the School Letting Request Form should be returned to **The Head teacher/Administrator** at **Oakmeadow CE Primary School**.
10. Failure to comply with the Conditions of Use may result in a letting being cancelled and may jeopardise any future application.

**Note: (School may wish to seek payment in advance or levy a returnable deposit to cover any additional costs arising from the letting)**

# Oakmeadow C E Primary & Nursery School

## SCHOOL LETTING REQUEST FORM

Cost to hire Hall or Studio: £20/hour. (Mon-Fri). For weekends/any other lettings, please request a quote.  
Please note a charge of 12% of the room hire fee will be charged if there is no public liability certificate that can be provided.

NAME OF GROUP OR ORGANISATION:

\_\_\_\_\_

NAME OF APPLICANT: \_\_\_\_\_

ADDRESS:

\_\_\_\_\_

\_\_\_\_\_ POST CODE \_\_\_\_\_

TELEPHONE:

HOME \_\_\_\_\_ MOBILE \_\_\_\_\_

WORK \_\_\_\_\_ EMAIL \_\_\_\_\_

ROOMS REQUIRED:

\_\_\_\_\_

NATURE OR ACTIVITY:

\_\_\_\_\_

DATES OF SINGLE LETTINGS:

\_\_\_\_\_

TIMES: \_\_\_\_\_

DATES OF MULTIPLE LETTINGS: (SPECIFY EXACT DATES)

DAY: \_\_\_\_\_ TIMES: \_\_\_\_\_ HOURLY RATE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I confirm that the information given in this form is correct and I agree to accept the conditions outlined overleaf.

I can provide a public liability certificate: Y/N

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Letting Approved: \_\_\_\_\_ Date: \_\_\_\_\_