



# The Coppice Primary School Lettings Policy

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## DEFINITIONS & GENERAL NOTES

1. **Previous Policies** – this revised policy supersedes that issued to all schools by Worcestershire County Council in 2002.
2. **School** – throughout this document, the term ‘school’ is used to refer to The Coppice Primary School.
3. **Head teacher** – within this document, the use of the term ‘Head teacher’ refers to the most senior member of staff at The Coppice Primary School,
4. **Wrap-Around Care** - the term ‘wrap-around care’ refers to preschool groups, before and after school clubs, out of school hours learning and care clubs, etc. It does not include holiday play schemes, which are dealt with specifically in Section F.
5. **Non County Council Owned Buildings** – it is recommended that all establishments have a policy relating to the casual use of the premises they have a delegated responsibility for, and therefore, this document is provided as a suggested guide to schools where the premises occupied are not owned by the County Council, for example, at Voluntary Aided, Foundation, & Trust schools, etc.
6. **Lettings Custodian** - For the purpose of this policy, the words ‘Lettings Custodian’ refer to any individual who undertakes lettings duties, either paid or unpaid.

## **Section One – The Casual Lettings Policy**

### **A. Introduction - Managing Facilities: Non-School Activities**

- A1. All schools have much to offer communities through the use of their buildings and facilities. Such use of facilities can take place either during the normal school day or as is often the case, out of school hours. Equally, in making use of these facilities in a safe and effective way, communities are able to support a school in developing its' role as a vital and vibrant part of the community.

This document, therefore, updates Worcestershire County Councils' existing policies on school lettings. Those who have contributed to this document hope it will be helpful to schools in arranging their lettings in a safe and effective manner.

- A2. The main principles applicable to lettings are as follows –

- ❖ Schools can arrange casual lettings of premises but in doing so, cannot enter into a long-term lease or licence with any outside body without the prior approval of the LA or possibly the Department of Education.
- ❖ Schools must not subsidise the overall cost of non school lettings from their delegated budget (individual users may be subsidised so long as the total lettings income covers all lettings costs at the end of the financial year).
- ❖ A standard form, detailing the terms and conditions upon which lettings are made, should be completed for each letting in order to clarify respective responsibilities

- A3. Each school will need to define for itself:

- ❖ its main objective in letting their premises, i.e. are lettings designed to maximise income or to maximise community use or both, within the constraints of the operation of the school;
- ❖ the facilities that can be made available for community use; and
- ❖ the suitable purposes for which community groups can use those facilities

The Governing Body should refuse any application for a letting to any user whose aims are counter to the values of the school.

### **B. Statutory Obligations**

- B1. There are statutory obligations on LAs to make available school premises for Elections and Parish Council meetings. These obligations arise where there is no other suitable accommodation. Only the costs for such use should be reclaimed (as a casual letting) from the Returning Officer (Elections) or Parish Council.

## **C. Local Authority In-Service Users & Emergencies**

- C1. The LA may also require a school to make its facilities available to other schools and other LA In-Service Users, for example, Youth Support and/or Extended Services. Where this is necessary, the LA recognises that host schools can expect to be re-imbursed costs only for such uses. This arrangement applies to normal LA business activities and non-commercial functions. For issues relating to Children's Services, Youth Support, contact Sue Tominski, for Extended Services (Schools), contact Hannah Needham, and for Extended Services (Children's Centres), contact Cath Ellicott. (See contact details on Page 13).
- C2. In extreme cases, the LA may require use of school facilities for 'emergency' purposes, e.g. as a Civil Emergency Rest Centre in instances such as floods etc. Schools are expected to comply with requests for use of this nature but again, where this is necessary, the LA recognises that host schools can expect to be re-imbursed costs only for such uses. For issues relating to Civil Emergencies, contact Steve Hatch, Children's Services. (See contact details on Page 13).

## **D. Safeguarding Children**

- D1. The Local Authority has a statutory duty under Section 11 of The Children Act 2004 to safeguard and promote the welfare of children. The key message being "Safeguarding children is everyone's responsibility". This means that key people and bodies, including LAs, must ensure two things. Firstly, that their functions are discharged having regard to the need to safeguard and promote the welfare of children, and secondly, that the services they contract out to others are also provided having regard to that need.
- D2. Furthermore, Section 175 of The Education Act 2002 requires Governing Bodies to have arrangements in place to safeguard and promote the welfare of children attending the school. All educational establishments are subject to inspection with regard to their responsibility to safeguard and promote the welfare of children. Performance is judged on procedures and their effectiveness in terms of safeguarding children from harm.
- D3. Although in almost all casual lettings cases the LA will not actually be contracting the services of hirers, it is nonetheless allowing its premises to be used for activities that may involve children. Therefore, it is suggested that under this legislation the LA/Schools have a duty to ensure, as far as is reasonable, that these activities also comply with safeguarding responsibilities. Parents and carers may reasonably assume that because an activity is taking place within a school setting, it has therefore been checked by the LA/School for safeguarding purposes.
- D4. Working Together to Safeguard Children 2006, Chapter 2, (2.8) outlines the "common features" that all organisations that provide services for, or work with children, must have. These include policies and procedures for safeguarding and promoting the welfare of children, a designated person for safeguarding/child protection, safe recruitment practices, including arrangements for checks and renewals (DBS) on staff and volunteers, procedures for dealing with allegations of abuse against staff and volunteers, training for staff and volunteers and a culture of listening to and engaging with children.
- D5. All adults whether paid or voluntary, have a duty to keep young people safe and to protect them from sexual, physical, and emotional harm. Children have a right to be safe and to be treated with respect and dignity. It follows that trusted adults are expected to take reasonable steps to ensure the safety and well being of children. Failure to do so may be regarded as neglect. Therefore, in

allowing hirers use of school premises, schools should have regard to their own policies in relation to safeguarding children.

- D6. Upon receipt of applications from hirers whose events specifically involve the attendance of children, e.g. Cubs and Brownies etc., schools should request to see and retain copies of relevant safeguarding documentation as proof that hirers and their staff comply with such measures. Thereafter, for more regular bookings, schools should expect hirers to monitor expiry dates of such documentation, and to be supplied with further proof of renewals where and when appropriate, upon demand.
- D7. Schools can reasonably assume that groups holding valid recognitions, such as FA Charter Standards, Club Mark, or other similar accreditations, have adequate safeguarding policies and practices in place. However, proof of such should still be requested. In the case of groups who claim to be in the process of striving to achieve such accreditations, schools can contact relevant governing body organizations to clarify this status.
- D8. In allowing use of school premises, the onus must remain upon the hirer to ensure that safeguarding measures are maintained throughout. This is something that organizations are made aware of under safeguarding legislation and through their own organizational governing body, if applicable. This responsibility is also re-enforced within the conditions of hire.
- D9. Schools are not expected to have a presence at all such sessions, however, it is recommended that schools look to suspend such events where, in the opinion of the head teacher, genuine causes of concern have been raised. Schools will also need to consider taking other appropriate action, in line with their own safeguarding policies, in such cases. Use of the premises should only be allowed to continue, once the head teacher is satisfied that matters have been addressed accordingly, having regard to school safeguarding policies. Schools should also consider reporting any concerns about an individual's suitability to work with children and young people to Children's Social Care and to any relevant bodies governing specific hiring groups, e.g. the Football Association in the case of a junior football club.
- D10. In the case of 'one off' children's events, for example, a private birthday party, safeguarding legislation exempts such uses from the processes mentioned above and therefore hirers need not be expected to provide the school with any safeguarding documentation, etc. However, schools will still need to satisfy themselves that such events will nonetheless be properly managed, e.g. appropriate child/adult supervision ratios and suitable male/female adult mix. It is advisable for schools to include other conditions which should outline safeguards expected.
- D11. Given the seriousness surrounding child welfare, it is not unreasonable for schools to seek satisfactory responses to further enquiries it may wish to make in relation to the use of premises by any such organizations/individuals. In allowing use, schools must be able to satisfy themselves that such events are properly run and that the welfare of youngsters will not be compromised.
- D12. Further advice relating to the supervising of children in shower & changing areas can be found in 'Guidance for Safe Working Practice for the Protection of Children & Staff in Education Settings'.

### **E. Wrap-Around Care**

- E1. The use of schools by wrap-around care groups run either by volunteers or by private bodies are to be considered as special cases. Use of school premises by groups of this nature is best regulated by way of a lease or licence. Any such proposed use should be brought to the attention of Bosko Medakovic, Childrens' Services, in the first instance.

- E2. Trustees need to define the surplus accommodation that can be made available before entering into an agreement with such a group, and in doing so must consider the likely fluctuations in accommodation needs of the school in the future.
- E3. Any accommodation offered should -
- ❖ be located so as to cause minimum interference with the normal running of the school
  - ❖ include adequate storage facilities, especially if the room is to be used by the school at other times
  - ❖ if possible include use of safe outdoor play space - times to be negotiated with the Head teacher
- E4. Any group must:
- ❖ be registered with Ofsted, and the premises approved by the Fire Prevention Officer for use by a preschool group, and be subject to the LA conditions of hire, including having adequate insurance cover;
  - ❖ be able to provide evidence of membership of a relevant professional body, and also provide evidence of having appropriate full insurance cover; and
- E5. If a private body wishes to purchase an additional building for wrap around care purposes to be located on the school site, such a proposal can be considered provided the proposal does not interfere with the normal running of the school. In such cases, there needs to be a formal lease and a ground rent will be payable to the school. The services to such a building would need to be separated or clearly identified so that the school's budget is not charged. Advice must be sought from Bosko Medakovic, Childrens' Services. (See contact details on Page 13).

No commitment should be entered into between schools and groups, until prior written LA approval has been gained.

### **F. Holiday Play-Schemes**

- F1. Holiday play-schemes may be treated as short-term casual lettings outside normal school hours. However, such groups are still required to comply with the requirements identified in D & E above.

### **G. Security**

- G1. It is most essential that the security of the school is not prejudiced.
- G2. To achieve the necessary level of security -
- ❖ a lettings custodian (ideally a caretaker, cleaner-in-charge, bursar, governor, etc) should open the premises and secure them at the end of the letting - such duties can be incorporated into normal duties or, if outside normal working hours, payments can be made.
  - ❖ keys should, on no account, be handed to non-school employees or information relating to security systems divulged, except in the case of St. Mary's Church, where there is a legal agreement in place with regard to keys and security.

- ❖ if the terms and conditions recommended by the LA have been used and something is stolen or damaged, legally there should be no difficulty, as the user will have indemnified the LA against loss - schools should ask to see the insurance policy of the users and may wish to insist on a returnable deposit, especially in the case of one-off lettings.

## **H. Health and Safety**

- H1. Health and safety legislation and the requirements of the LA's Health and Safety Policy apply to the School Governing Body and staff at all times, including those when premises are opened up to members of the community. It is essential that every letting is made using the school's standard terms and conditions, copies of which are printed on the back of the combined application/invoice (Form LA1).
- H2. Given the possibility of an accident or injury to any outside user, you will need to consider the following:
- ❖ Access to a first aid box.
  - ❖ Whether the hirers and the school are adequately covered by insurance.
  - ❖ The hirers will need to be made aware of the procedure to follow in the event of fire.
  - ❖ All accidents and near misses on the premises, whether to hirers or the public, must be reported to the school office.
  - ❖ A Public Entertainment Licence is usually necessary for any events involving performances (drama, music or dancing) whether a charge is made or not. Additional requirements may need to be fulfilled (e.g. the provision of emergency lighting and the upgrading of fire exits) and fire risk assessments will need to be presented to the licensing authority or enforcing authority (Fire Brigade).
- H3. Risk Assessment - The school must risk assess any equipment or facilities that are likely to affect the Health and Safety of the hirers. Similarly, hirers must be prepared to present risk assessments appropriate to any equipment and activities being carried out on the school's premises.

## **Section Two – The Administration of Casual Lettings**

### **I. Conditions of Hire**

- I1. The school sends out electronic invoices and conditions of hire, which aim to minimise the administrative effort required in maintaining proper controls, while maximising lettings income. A signature is required on the conditions of hire to confirm the hirer has read and accepted them

### **J. Insurance**

- J1. Schools are asked to draw hirers' attention to the Conditions of Hire, especially the paragraphs dealing with insurance, indemnity, and liability, with a reminder that hirers are required to have appropriate public liability insurance cover.
- J2. The school must see a copy of the certificate of insurance of the hirer and it is advisable to keep a copy. Schools must ensure that at the time of inspection the certificate of insurance is current at the time of the letting.
- J3. Where the hiring organisation is unable to confirm that it has its own public liability insurance cover to a minimum level of £1 million, it is a requirement that the hirer should be covered by the LA's policy for hirers.

Where this is the case a premium of 10% of the hiring fee, with a minimum charge of £2.00 per event, must be paid with the hiring fee. There will be, therefore, no cost to the school.

Schools are reminded that organisations such as School P.T.A./Friends' Associations, etc., are not covered for their activities by any LA insurance. As in the case of any other hirer school PTAs or Friends' Associations etc. must either have their own policy cover, or pay the additional premium in order to benefit from the LA's policy.

The following must have their own Public Liability Insurance:

- ❖ Political Parties;
- ❖ Professional entertainment groups/individuals;
- ❖ Groups or individuals whose activities involve the generation of heat (blow torches, blow lamps, heat generating equipment).
- ❖ Martial Arts groups of all classifications.

In addition for sporting activity groups the LA insurance does not cover personal injury or property damage suffered by one participant that was caused by another participant.

- J4. Any queries in relation to the Public Liability insurance cover must be referred to the DfE's risk protection arrangement (RPA).

### **K. Charges**

- K1. Under delegated arrangements, schools decide their own charging levels, bearing in mind that financial regulations require that schools should not subsidise non-school lettings overall – See Paragraph A2 for further guidance.



- K2. Schools should calculate the charges for each letting and let the hirer know the charges to be made in each case, when the booking is confirmed.
- K3. When deciding charging levels, schools should consider heating, lighting, caretaking, maintenance and repair costs plus any administrative costs, e.g. stationery and postage, etc., if relevant.
- K4. The advice offered in Appendix 1 herein is aimed at enabling schools to better calculate charges to hirers; by way of their being more able to identify what the site specific costs are likely to be to the school in respect of such use. Schools using their own formulas are free to continue to do so, bearing in mind the point given in L1 above.
- K5. It is envisaged that schools need only set up this 'formula' once and thereafter inflate the figures accordingly based on annual inflationary increases and changes to school accommodation and site, etc. Schools are also hereafter expected to maintain up to date calculations, specific to their sites, as the LA will no longer issue schools with general 'suggested' breakeven hire charges.
- K6. Although VAT is not applicable in most cases, there can be VAT implications for certain charges (see Appendix 2). Failure to keep accurate VAT records can result in penalties and interest charges being imposed on the school by Customs & Excise. For further advice in this respect contact Norma Fox, Financial Services (see contact details on Page 13).

#### **L. Confirmation of booking and payment of hire charges**

- L1. On receipt of the booking details, the charges should be entered in the invoice section of the form as follows:
- ❖ Charges at the level determined by the school for the facilities hired.
  - ❖ The amount of any VAT chargeable should be shown in the appropriate section, including the amount on which VAT is chargeable, if any and the rate of VAT.
  - ❖ Where a hirer is unable to provide details of current public liability insurance cover, it is necessary to include the hirer on the LA's third party hirers' policy. To do so, the insurance premium should be calculated at 10% of the total hiring charge (excluding VAT) – the minimum charge being £2.00 per event.
  - ❖ There are exceptions when the LA's insurance policy cannot apply. These are in respect of lettings to political parties, to professional entertainment promotions; to groups using heat generating equipment and to martial arts groups (see paragraph J3). In such instances it is essential that hirers provide their own insurance cover and provide policy details to the school as shown in Section D of the application/invoice form. If you have any queries on the insurance aspects, please contact Karen Seabright, Financial Services.
  - ❖ In the case of individual new hirings (for instance for a wedding reception) it is strongly advised that the school request an additional deposit payment to cover the possibility of any additional costs (for instance to cover possible loss or breakage of school contents or equipment, or extra cleaning costs). Such a deposit may be included in the initial payment required from the hirer, shown where indicated on the application/invoice form.

- L2. It is important to obtain payment for the hiring at the time the booking is made whenever possible. This will avoid the need for the chasing of debts, which can be very time-consuming (and sometimes unsuccessful).
- L3. All payments for lettings should be made to the school.
- L4. In the case of regular lettings e.g. a weekly sports club, hirers are required to pay half termly in advance.
- L5. In circumstances where further charges are required because the hirer has used premises more extensively than originally envisaged when the letting was booked, schools should send a further application/invoice form to the hirer detailing the additional charges and requesting payment by return.
- L6. At 31st July each year any outstanding debts due from hirers should be listed and totalled and given to the School Business Manager, with a particular note of any debts that have been outstanding for more than 3 months and which are proving difficult to collect.

### **M. Difficulties In Securing Payment**

- M1. In the case of hiring arrangements where payment is not made in advance, schools should arrange for payment to be made as soon as possible, normally within 7 days, and certainly no later than one month from the date of the actual letting. If repeated requests for payment prove unsuccessful, no further letting should be allowed to that hirer.

### **N. Lettings Custodian Duties and Lettings Agreements**

- N1. The lettings custodian should normally be available during lettings in order to minimise security risks. The lettings custodian's duties are set out in Appendix 34 below.

### **O. Payment of Lettings Custodian**

- O1. Lettings Custodians should claim for lettings work using iTrent

## Conditions of Hire

### B

Throughout this document and solely in relation to it, the term 'School or Church' means The Coppice Primary School Board of Trustees or St Mary's Church.

1. All applications for the hire of accommodation must be made in writing at least seven days before the accommodation is required. The person who signs the application will be considered by the School or Church for all purposes to be the hirer.

The School or Church reserve the right to impose further conditions to meet the particular requirements of the hirer and may, at their absolute discretion and without reason being given, refuse to grant any application for the hire of accommodation and facilities whose aims are counter to the values of the school or church or cancel without notice any hiring previously accepted.

2. The charges for the hired accommodation and any other additional sums payable by the hirer will be as set out in the invoice. Payment terms are as set out in the invoice.

The School or Church may at their absolute discretion and without reason being given require a deposit from the hirer in addition to the charges for accommodation. Such a deposit will be returnable after the hiring provided there has not been any breach of Conditions 10 and 20.

3. The numbers of persons attending the function must be notified to the School or Church not less than 48 hours prior to the function. Numbers notified are not to be exceeded under any circumstances except by prior agreement in writing. In no case will persons be admitted to social functions after 18:00 p.m. on weekdays and 14:00 p.m. on weekends.

4. The hirer shall provide at the hirer's cost such numbers of attendants and stewards as may in the opinion of the School or Church or their authorised officer, be necessary to secure the observance and performance of the stipulations contained in these Conditions including those relating to the observance of fire precautions. Such attendants and stewards shall be the servants of the hirer, but will comply with the reasonable requirements of the School or Church in the performance of their duties

5. If the hirer fails to observe and perform any one or more of the stipulations contained herein the School or Church may:

- a) charge to and recover from the hirer any expenses incurred by the School or Church in engaging police constables or other persons to secure such observance and performances;
- b) Cancel any other engagements for any room or rooms in the hired premises that the hirer may have made without incurring any liability to the School or Church whatsoever other than for the return of any fee paid.
- c) Charge to the hirer the cost of clearing the premises of litter in accordance with the provisions of the Environmental Protection Act 1990.

6. Specific written permission from the School or Church must be obtained by the hirer before intoxicating drinks may be brought onto the premises. The sale of intoxicating liquor at the hired premises may only be undertaken by the current holder(s) of a Premise Licence or Temporary Event Notice and in accordance with the provision of that Licence. The hirer is responsible for any terms as stipulated by the School or Church in relation to any such Licence.

7. The hirer shall, if required by the School or Church, supply for approval, a copy of the programme of any proposed entertainment not less than 7 days before the presentation of such entertainment.

8. No copyright, dramatic or musical work shall be performed or sung without the licence of the owner of the copyright and all such licences shall be produced to the School or Church before the commencement of the hiring. The hirer shall indemnify the School or Church against any infringement of copyright which may occur during the hiring.

9. The hiring does not entitle the hirer to use or enter the premises at any time other than the specified hours for which the accommodation is hired unless prior arrangements have been made with School or Church which will grant reasonable access before and after the hiring period in accordance with the availability of the accommodation.

10. The hirer shall take good care of and shall not cause any damage or permit or suffer any damage to be done to the hired premises or to any part or parts thereof or to any fittings, equipment or other property therein and shall make good and pay for the damage thereto (including accidental damage) caused by any act of neglect of the hirer, the hirer's servants, agents or any person resorting to the hired premises by reason of the use of the hired premises by the hirer.

11. The School or Church will not accept responsibility or liability in respect of any damage or theft or loss of any property, goods, articles or things whatsoever placed, deposited, brought into or left upon the hired premises either by the hirer for the hirer's use or purpose or by any other person, or left or deposited with any officer or servant of the School or Church and the hirer must indemnify and hold the School or Church and their servants and officers harmless in respect thereof.

12. The School or Church shall not be liable for any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, Government restriction, strike, Act of God, or any unforeseen circumstances which may cause the premises to be temporarily closed or the hiring to be interrupted or cancelled.

13. The hirer shall be liable for and shall indemnify the School or Church in respect of any loss, damage or injury which may be incurred by or be done or happen to the hirer or any person in the hirer's employ or any of the hirer's sub-contractors or by or to any other person or persons resorting to the hired premises by reason of the use of the hired premises by the hirer.

14. The School or Church may require any hirer to disclose to them the arrangements (including any insurance in relation to any liability) made or effected by the hirer for damage accepted by the hirer, or in relation to any indemnity hereby given. Where the hiring organisation is unable to confirm that it has its own public liability insurance cover to a minimum of £1 million, it is a requirement that the hirer should be covered by the School's policy.

15. The hirer shall not himself let, hire or licence to any other person to let the hired premises or any other part thereof. Should the hirer fail to comply with this condition the hiring will stand cancelled and charges paid forfeited and the hirer and sub-hirer excluded from the accommodation.

16. The right of entry to the hired premises is reserved at any time during the hiring to any member of the School or Church, any officer of the School or Church on duty, any police officer on duty and any other person (whether employed by the School or Church or not) lawfully undertaking duties connected with the safety or security of the accommodation, or with the health, safety or welfare of the persons therein.

17. The hirer, the hirer's servants, agents and contractors shall during the hiring and during such other times as they or any of them shall be in the hired premises for the purpose of hiring comply with all reasonable requirements of the School or Church or their authorised officer.

18. The hirer shall during the hiring be responsible for:

- a) The efficient supervision of the hired premises including the effective control of children, the appropriate child/adult supervision ratios, the orderly and safe admission and departure of persons to and from the hired premises and the orderly and safe clearance of the hired premises in case of emergency;
- b) The safety of the hired premises and the preservation of good order and decency therein;
- c) Ensuring all doors giving egress from the hired premises shall be kept unfastened and unobstructed and immediately available for exit during the whole time the hired premises are in use and no obstruction shall be placed or allowed to remain in any corridor giving access to the hired premises.

19. Except with the consent in writing of the School or Church the hirer shall not cause or suffer any animal in the hirer's charge or in the possession of any person resorting to the hired premises during the hiring to enter or remain in the hired premises.

20. The hirer shall at the expiration of the period of the hiring leave the premises in a clean and orderly state.

Hirers are reminded that in accordance with their duties under the Environmental Protection Act 1990, the Governors of the school require the premises to be left free of litter. Failure to clear the premises of litter after use may result in the Governors charging to the hirer the cost to them of so clearing, and repeating failure to remove litter after use may result in the cancellation without notice of any hiring in accordance with condition 1 hereof.

21. No inflammable materials shall be allowed within six feet of any light in the building.

22. No bolts, nails, tacks, screws, bits, pins or other like objects shall be driven into any part of the hired premises nor shall any placards or other articles be fixed thereto.

23. The School or Church or any person so authorised by the School or Church can stop any entertainment or meeting not properly conducted.

24. No publicity or advertising material, flags, notices, emblems or other decorations shall be displayed within the grounds and premises of the hired premises or on the gates, walls, fences and hedges forming the boundary of the premises without the previous consent in writing of the School or Church.

25. Any lighting and audio/visual equipment supplied by the School or Church shall at all times be operated by persons employed by the School or Church for that purpose and no other person whatsoever shall operate or attempt to operate or interfere with the lighting or audio/visual equipment without express prior permission.

26. No additional lights or extensions from the existing electric fittings, nor audio/visual equipment provided by the hirer or his agents shall be used without the previous consent of the School or Church, and any such lights, extensions or equipment shall be disconnected or switched off if any authorised officer of the School or Church so requires.

27. No persons other than persons directly concerned with the presentation of any function shall be permitted on the stage (if any) or in the ancillary adjoining the stage (if any).

28. Except with the previous consent in writing of the School or Church, no part of the hired premises shall be used by the hirer for the sale of anything whether by auction or otherwise except when the hired premises are specifically hired for the purpose of holding such a sale.

29. The property of the hirer and the hirer's agents must be removed by the end of the allotted hiring. The School or Church accepts no responsibility for any property left on the premises after the hiring.
30. Smoking is prohibited by the School or Church in any of the rooms hired.
31. All scenery and costumes used for performances and the like must be fire proof.
32. The express written permission of the School or Church must be obtained for the use of confetti.
33. No exit may be blocked, chairs or obstructions placed in corridors or internal doorways, or fire appliances tampered with or removed. Please refer to condition 18.
34. Any special staging or equipment required and provided by the hirer shall be a matter of negotiation between the hirer and the School or Church's authorised officer.
35. If the hirer wishes to cancel a single booking at least 3 full working days' **written** notice shall be given, or for cancellation of an arrangement to hire premises regularly (including the cancellation of an individual weekly session), 6 weeks' **written** notice is required, otherwise the School or Church shall be entitled to the full fees. If, as a result of such cancellation, the School or Church incurs a loss in excess of the fees paid by the hirer, the hirer shall pay to the School or Church as liquidated damages the amount of such loss. If the School wishes to cancel a single booking, at least 3 full working days' written notice shall be given, otherwise the hirer will be entitled to a full refund of their letting fee. If the School wishes to cancel an arrangement to hire premises regularly (including an individual session), the School will give 6 weeks' **written** notice (unless a separate agreement has been arranged), otherwise the hirer will be entitled to a full refund of their letting fee for the cancelled individual session, or letting fees for the 6 week period.
36. Any complaint arising out of the hiring must be made in writing to the School or Church.
37. Any notice, demand or request by the School or Church to or upon the hirer may be sent by ordinary pre-paid post addressed to the hirer at the hirer's address given in the hirer's application and shall be deemed to be made or served at the time when the letter containing the same would be delivered in the ordinary course of post.
38. The hirer is requested to contact the School or Church to obtain details of the prevailing fire precautions and security arrangements.
39. The hirer is to be responsible for the conduct of his own employees, agents and contractors including all health, safety, safeguarding and welfare matters. The hirer must make his arrangements in such a way as to ensure at all times:-
  - (i) Compliance by him of his responsibility under the Health and Safety at Work Act; and,
  - (ii) Compliance and co-operation by himself and his employees, agents and contractors with any arrangements made by the School or Church for security of the hired premises or any part thereof or to secure compliance with any duty or requirement in relation to health and safety at work.
40. The hirer shall be responsible for (and shall indemnify the School or Church against any breach) compliance with any statutory provisions relating to the preparation, display and sale of food for human consumption.
41. The hire of accommodation does not include any right to car parking accommodation, except that vehicles bringing passengers, exhibits, fittings etc., may stand in such part of the Car parking area surrounding the premises as the School or Church may determine for such time as necessary at their own risk.

N.B.

Applicants are asked to notify the School or Church immediately in the event of there being a change in the name and address of the person with whom the School or Church should communicate regarding the letting arrangement.

## APPENDIX 1

### SCHOOL LETTINGS COSTS & CHARGES

Under delegated arrangements, schools decide their own charging levels, bearing in mind that Fair Funding regulations stipulate that schools should not subsidise non-school lettings overall (individual users may be subsidised, as the annual total lettings income covers all lettings costs).

Schools will therefore need to make charges that take account of Lettings Custodian\Caretaking costs, along with an amount to cover other items such as heating, lighting, maintenance, repairs and any related administrative costs. As a suggested guide, the following charging levels should ensure that all school costs will be covered. Schools are strongly advised to investigate the likely costs it may incur, as it is accepted that costs at one school may differ greatly from those at another.

#### A. BASIC CHARGE

Actual Lettings Custodian's fee plus 25% for on-costs      Calculated from Lettings Custodian's letting charges.

#### B. ACCOMMODATION

The following details are aimed at enabling schools to better calculate charges to hirers, by way of their being more able to identify what the site specific costs are likely to be to the school in respect of such use. Schools using their own formulas are free to continue to do so, bearing in mind that schools can not subsidise non-school users overall, etc., as mentioned previously.

It is envisaged that schools need only set up this 'formula' once and thereafter inflate the figures accordingly based on annual inflationary increases and changes to school accommodation and site, etc. The school will maintain up to date calculations.

<b>Per Hour</b>	<b>Unit Cost</b>	<b>Heating</b>	<b>Total</b>	<b>A/V</b>
<b>Church (A)</b>	£6.61	£3.51	<b>£10.12</b>	£10.00
<b>Church (A) + Hall (B)</b>	£10.76	£5.94	<b>£16.71</b>	£10.00
<b>Church (A) + Hall (B&amp;C)</b>	£16.00	£9.01	<b>£25.00</b>	£10.00
<b>Peter Thomson Room</b>	£3.70	£1.80	<b>£5.51</b>	
<b>Kitchen</b>	£5.47	£0.49	<b>£5.97</b>	
<b>Hall (B)</b>	£6.31	£3.33	<b>£9.65</b>	£10.00
<b>Hall (B&amp;C)</b>	£11.55	£6.40	<b>£17.95</b>	£10.00
<b>Hall (C)</b>	£9.56	£3.97	<b>£13.53</b>	£10.00
<b>Classroom (each per hour)</b>	£9.62	£0.70	<b>£10.33</b>	
<b>Junior Hall</b>	£15.00	£8.50	<b>£23.50</b>	
<b>Classroom</b>	£9.00		<b>£9.00</b>	
<b>Entertainment Licence</b>	£21.00			
<b>PL Cover</b>	Higher of £2 or 10% of booking			

### C. EQUIPMENT AND FACILITIES

In most cases, hirers will only request the use of a room(s) for the purposes of their use, however, on occasion, requests for the use of specialist equipment may be made.

Most commonly requested specialist items include equipment such as a piano, stage lighting, seating, IT and visual aids, and kitchen facilities. It is fair to say that schools do incur costs in the provision and maintenance of these items and as such would need to consider charging an appropriate additional hire fee.

### D. VAT

All charges quoted above are exclusive of VAT and should be added where applicable - See Appendix 2.

### E. STATUTORY USERS

- ❖ Elections (Parish/District/County/General/Euro) – Actual costs only to apply.
- ❖ Other LA In-service uses and Emergencies - Actual cost only to apply.
- ❖ Parish Council **Business** meetings – charged at cost, (Parish Council meetings other than business meetings can be charged on the same basis as for any other casual letting). (An Application/Invoice form should be issued to the Parish Council).

### F. LEASED, LICENSED, AND DUAL USE OF PREMISES

Where an agreement with a Third Party e.g. another local/public authority, is in force, the charges will be those applicable under that agreement and **NOT** those specified within this lettings scheme.

### G. FURTHER NOTES ABOUT HIRE CHARGES & FACILITIES

- ❖ Costs for the use of toilet facilities (but not cloakrooms) should be included in the hire rates and the facility should be made available to all hirers.
- ❖ Changing accommodation should be charged for in addition to the specific charges for the hire of outdoor facilities.
- ❖ Schools may also wish to make charges for the use of on site car parking facilities, at their own discretion.

## APPENDIX 2

### Value Added Tax

#### 1. VAT Exemptions

The VAT liability for the letting of facilities depends on the provision being supplied

- Hire of land and buildings – Exempt
- Hire of specialist equipment or additional services – Standard Rate
- Hire of sports facilities for sports use on a short term let – Standard Rate
- Hire of sports facilities for sports use on a long term block booking - Exempt

#### 2. General Purpose Premises

The hiring of general-purpose premises such a school halls, general purpose meeting rooms or classrooms, kitchens, etc. where **no specialist or additional facilities** are supplied as part of the premises, is **exempt** from VAT.

This is not affected where the facility normally includes

- a) Tables and chairs,
- b) A stage.
- c) Floor markings for badminton, basketball, etc. (no equipment)
- d) A piano

- 2.1 The hire of theatres can be treated as general-purpose premises but this depends on who is running the performances. If the theatre is hired out as a complete package to an external organisation who then runs the performance this is the hire of the building and exempt from vat. (For other scenarios on performance seek alternative VAT advice)

#### 3. Specialist Equipment & Services

Where a separate charge is levied for additional equipment or services the Vat liability is based on each item supplied. This is normally standard rate VAT.

#### 4. LETTING OF SPORTS FACILITIES

##### 4.1 Sports Facilities Definition

A sports let occurs when a sport facility is hired for a sporting activity. This includes swimming pools, tennis and squash courts, gymnasium, halls specially equipped for games, dance studios, cricket and football pitches, etc. Premises count as sports facilities if they are designed or adapted for playing any sport or for taking part in physical recreation.

##### 4.2 Short Term Lets

The supply of one off or short-term lets is **standard rate** for VAT. (Each let must be for less than 24 hours)

##### 4.3 Series of Lets of Sports Facilities – block bookings

The supply of sports facilities for a sports activity can be **exempt** if you contract to hire for a series of lets and **all** the following conditions are met. If the conditions are not met then the Vat liability reverts back to the Standard Rate.

- a) The series must be of **ten or more** periods - it does not matter whether or not the total time exceeds 24 hours.
- b) Each period must be playing the same sport or activity and must be in the same place. A different pitch on the same playing field would count as the same place.
- c) The interval between each period must be between one and fourteen days. (A letting for every other Saturday afternoon fulfils this condition).
- d) There must be clear evidence of the existence of a written agreement for the series of lets. This must include evidence that payment is made in full for the series whether or not the right to use the pitch is actually exercised on a particular occasion. A formal agreement, an exchange of letters or the application/invoice form would be acceptable as evidence.
- e) Refunds options in the agreement. This can include a refund if the facility is unavailable for unforeseen circumstances, such as a football pitch flooded but not for cancellation of booking. If the agreement has a clause permitting refunds or credits on cancellation of a booking or a refund is given then the exempt rule does not apply and the whole of the booking series is taxable.
- f) Payments can be made periodically (i.e. weekly) as long as the agreement is for the whole block booking and the full payment is received.
- g) The person to whom you let the facilities must be a school, a club, an association or an association representing affiliated clubs or constituent organisations - such as a local football league, a non-profit making organisation.
- h) The person hiring the facilities must in all cases have exclusive use of them during each period of hire and must have a substantial degree of control over the land or premises hired.

#### 4.4 **Exempt supplies involving sports facilities**

Example of supplies that are Exempt from VAT which involve sports facilities are :-

##### a) **General purpose halls**

If you hire out a general purpose hall that contains no sports facilities or equipment beyond floor markings for, say, Badminton, then you are making an exempt supply even if the purpose of those wanting to use the hall on a particular occasion happens to be to play Badminton.

##### b) **Sport facilities hired for a non-sporting purpose**

If you hire out sports facilities for what you know to be a non-sporting purpose, for instance a football pitch for a church fete or a sports hall for political meeting - you are making an exempt supply.

##### c) **Sports grounds hired out for galas**

If you hire out a sports ground, such as a public swimming bath or a football stadium to someone who will use it to stage a show, for example a swimming club gala to which they will admit the public for a consideration, the supply you make to the organisers is exempt.



#### d) Provision of sporting instruction

Provision of an educational lesson in sporting activities is deemed to be exempt from vat as an educational activity. The charge must include an instructor from the school providing the instruction. A caretaker or supervisor present on playing fields, or in the hall where sports activities are carried out would not be providing education and is a hire of a sports facility.

A cricket instructor who runs a course on cricket would be providing education, (exempt from vat), but standing watching a cricket game would not. Referee/assistant referee's are providing education.

#### 5. SUMMARY of VAT Liability: -

	VAT treatment
General Purpose Premises	Category exempt
Specialist equipment / service for additional charge	standard
Sports facilities – short term lets	standard
- series of lets (block booking)	exempt
long term lets (over 24 hours)	exempt
Sport facilities for non-sporting purpose	exempt
Sports grounds hired out for galas	exempt
Provision of sporting instruction - education	exempt

#### 6. Banking Income and coding

- 6.1 When banking income for lettings that are exempt from VAT, the gross amount is entered with budget code and the vat indicator AE. This is the same for entering on paying-in slips or direct to SAP.
- 6.2 When banking income for lettings, which are subject to VAT, the gross amount is entered with the budget code and the vat indicator for standard rate VAT. This is the same for entering on paying-in slips or direct to SAP. The system will calculate the vat splitting the charge between the net amount (coded to the budget code shown) and the VAT code.

**CALCULATION OF HIRING CHARGE**

(to be filed with the school's copy of Application/Invoice form LA1)

**Public Booking**

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Likely Capacity:  Block Book?

Public Booking Form - Fees					Apportionment		Cost
<i>Complete Yellow Cells</i>	Y	Start	Finish	Duration	StM	CPS	
Church (A)							
Church (A) + Hall (B)							
Church (A) + Hall (B&C)							
Peter Thomson Room							
Hall (B)							
Hall (B&C)							
Hall (C)							
Kitchen							
Teas/Coffees/Squash?							
Classrooms (Insert Number) :							
Church Audio/Visual Equip?							
Heating?							
Entertainment Licence?							
Need CPS/StM PL Cover?							
<b>% of Public Charges to apply:</b> <input type="text" value="100%"/>					<b>Chargeable amount:</b>		
					£	-	£
						-	£
							-

No discount for Drinks, Entertainment or PL

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**LETTINGS CUSTODIAN DUTIES**

(For the purpose of these notes, the words 'Lettings Custodian' refer to any individual employee who undertakes lettings duties either paid or voluntarily).

**A. Before the Letting**

- A1. The Lettings Custodian must be satisfied that approval for the letting has been given by the lettings administrator.
- A2. The accommodation requested must be made available to the hirer, at the time agreed.
- A3. The Lettings Custodian should check the accommodation to ensure that there is no damage/theft to the accommodation/equipment prior to the letting taking place.
- A4. Unless prior agreement has been reached, hirers will not generally be allowed to enter the premises before the stipulated time. If such agreements have been made, the Lettings Custodian should note the exact time of entry.

**B. During the Letting**

- B1. The Lettings Custodian is not required to remain on site for the duration of the letting, unless prior approval from the headteacher has been sought.
- B2. If The Lettings Custodian is contacted in the case of an emergency i.e. Fire, they should check that the Emergency Services have been called by The Hirer and then check the Fire Alarm Panel to ascertain which zone has been activated.

**C. After the Letting**

- C1. The Lettings Custodian must ensure that the facilities have been left in a clean and tidy state by the hirer, ready for use by the school . Should the premises not be left in a satisfactory state by the hirer, then the Lettings Custodian may claim additional cleaning time, the cost of which will be passed on to the hirer.
- C2. The Lettings Custodian should ensure that all lights are switched off, windows/doors locked, the premises are totally vacated and secure (including the activation of security systems, where appropriate) after the letting. The Lettings Custodian should also check the school accommodation/equipment again to ensure that no theft/damage has occurred during the letting.
- C3. If the hirer is still on the premises beyond the stipulated expiry time of the letting, the Lettings Custodian may claim up to the actual time the hirer vacated the premises.
- C4. The Lettings Custodian must also ensure that the premises were used by the stipulated hirer and that sub-letting of the premises has not occurred.
- C5. Claims for payment to Lettings Custodians for lettings' duties must be submitted to the school office by the 10<sup>th</sup> each month.

#### **D. Accommodation**

- D1. If the hirer wishes to use additional accommodation to that previously stipulated, the hirer should be made aware that an additional fee will be charged as a result, and the Lettings Custodian must inform the lettings administrator accordingly.

## **GENERAL NOTES**

1. A letting in the evening, weekend, or holiday time use of the school premises must be approved by the Lettings Administrator.
2. Where the Lettings Custodian is on duty during the letting, he/she may be required to undertake other duties at the discretion of the Headteacher.
3. The letting arrangement applies only to periods outside the Lettings Custodian's normal working time.
4. No hiring fees shall be paid directly to the Lettings Custodian.
5. The agreement recognises a commitment on the part of Lettings Custodians to undertake lettings. However, it is essential that reasonable notice is given and that the Lettings Custodian is allowed a reasonable number of free evenings in any week. It is essential that such matters be discussed by the Lettings Custodian and Headteacher, prior to the confirmation of any booking.
6. If a person other than the School 'Caretaker undertakes lettings duties, the care of the facilities used is returned to the 'Caretaker' immediately upon the letting ending.

## Data Protection Statement

The procedures and practice created by this policy have been reviewed in the light of our GDPR Data Protection Policy.

All data will be handled in accordance with the school's GDPR Data Protection Policy.

Name of policy	Content	Reason for policy	Who does it relate to?	Where is it stored?
Lettings Policy	Guidelines for general lettings	To provide clarity	General Public/ Parents hiring facilities	Secure Network Drive

As such, our assessment is that this policy:

Has Few / No Data Compliance Requirements	Has A Moderate Level of Data Compliance Requirements	Has a High Level Of Data Compliance Requirements
√		