

St. Peter's C.E. Primary School



Lettings Policy

Written by:
In consultation with
Approved by Governors
Review date:

1 Introduction

- 1.1 The Governors recognise that its facilities, buildings and grounds are a valuable asset to the community and so wishes to make them accessible to groups, organisations and individuals as appropriate. However, governors have a responsibility to ensure that the school premises are well looked after and used properly. Governors also wish to invest any funds raised from lettings wisely in order to improve provision for the children that attend the school.
- 1.2 The school uses its facilities extensively outside normal school hours. For example, the school organises many sporting, musical and social events throughout the year. The facilities are used by St Peter's PTA, governors and other associated groups that support the school. This policy is not designed for these activities, but to set out the school policy for groups that use the school for other activities where charges usually apply.

2 Aims and objectives

- 2.1 The aims and objectives of this policy are designed to:
- enable groups and individuals in the community to access school facilities so that our school is seen as a whole community resource;
 - maximise the use made of the school as a community resource and so our school can enrich the lives of as many people as possible who live in our community;
 - ensure that this additional use does not have an adverse impact on the school;
 - ensure that all revenue gained by the school is invested wisely in order to improve provision for the pupils who attend the school now and in the future;
 - clarify the terms and conditions governors have agreed for any letting so that those who hire our premises understand their responsibilities.

3 Categories

- 3.1 All lettings will be categorised as either:
- Category 1: Community use – educational or well-being activities that are led by the school, the local authority or other authorised body and are charged at a rate to cover costs.
 - Category 2: Private use – activities that usually take place outside normal school hours and cover lettings such as private functions. They may take place either during normal school hours as long as they do not disrupt the normal school day. For these activities charges will apply.
- 3.2 The treasurer of governors will determine which category each application for use of the premises falls into.

4 Charges

- 4.1 Groups that wish to hire school facilities should seek details from the treasurer of governors about the charges that apply. Each letting will be charged at the rate published by the school on an annual basis. Charges will vary depending on the facilities hired. For example, charges vary depending on the number of rooms hired, whether this involves the use of an individual room or the school hall or sports field. Charges may be higher at weekends or during school holidays where special arrangements are needed to open and close the building. See Charging & Remissions Policy Appendix I for current charges.

5 Administration

- 5.1 Hirers will always need to complete the lettings application form (Appendix 1) obtainable from the treasurer of governors or the school office. No letting can take place without the lettings application being completed. This should be returned to the school normally at least ten working days before the letting. The form must be signed by the treasurer of governors prior to the letting in order to confirm the Governors agreement for the letting to take place.
- 5.2 Once the lettings agreement has been signed by the school/treasurer of governors a 10% deposit is required to secure the letting. The balance is payable immediately after the letting has taken place.

6 Responsibilities of the hirer

- 6.1 The hirer must ensure that they have taken out all proper insurance and indemnity necessary for the activity to be carried out in the letting. They must also be familiar with all health and safety regulations in relation to the building such as awareness of fire exits and other emergency plans. Copies must be made available. Smoking is not allowed on the school site during any activity.
- 6.2 The hirer is responsible for the actions of all participants in the event while they are on the school premises. Hirers need to insure themselves for any damage caused by members of their group while using the school. Hirers must ensure the building is left in a clean and tidy condition following the event.
- 6.3 Any additional use should not have an adverse impact on the school or the reputation of the school.
- 6.4 Alcohol is normally not allowed on the school site. If hirers wish to sell alcohol as part of the conditions of hire they must ensure the appropriate licence is obtained before the event.
- 6.5 The hirer must ensure their participants are mindful of our neighbours with regards to excessive noise and to park responsibly and considerately within the law. For example, not to park across people's drives or on double yellow lines

7 Cancellations

- 7.1 The Governors reserve the right to make a charge for any letting agreement cancelled less than 24 hours prior to the event to cover any loss or costs incurred by the school.
- 7.2 In the unlikely event that the Governors need to cancel a booking it will do all it can to make the organisers aware of this as soon as possible and offer the hirer another date that is mutually convenient to both parties.

8 Monitoring and review

- 8.1 The headteacher will report to the governing body any problems encountered in the working of this policy.
- 8.2 This policy will be reviewed by governors every three years or sooner if necessary.

Appendix 1

LETTINGS PROCEDURE

1. Send out Standard Letter for Hire (Appendix A) including:
 - (a) Booking Form
 - (b) Indemnity Agreement
 - (c) Conditions of Letting
2. Check compliance with Governors' Letting Policy.
3. Check availability of facilities requested.
4. Confirm letting to proposed hirer (Appendix B) including VAT if appropriate (Appendix C) and method of payment. As a general rule VAT would only be chargeable for the hire of sports facilities if the booking is for less than 10 weeks.
5. Each letting should be given a unique reference number against which income should be logged. All payments received should be recorded.
6. Any queries on financial procedures/VAT should be forwarded to your Finance Officer.

STANDARD LETTER FOR HIRE OF SCHOOL

Dear Sir/Madam,

Further to your recent enquiry, I enclose the following for your completion and return:

- (a) Standard Booking Form
- (b) Conditions of Letting
- (c) Indemnity Agreement

Please complete and sign these forms as soon as possible and return to.....

You should note that once bookings have been made and confirmed it will not be possible to reimburse for any cancellation by users without the agreement of the school.

If you have any queries on the above, please contact.....

Yours faithfully,

STANDARD LETTER FOR HIRE OF PLAYING FIELDS

Dear Sir/Madam,

Further to your recent enquiry, I enclose the following for your completion and return:

- (a) Standard Booking Form
- (b) Conditions of Letting
- (c) Indemnity Agreement

Please complete and sign these forms as soon as possible and return to.....

You should note that once bookings have been made and confirmed it will not be possible to reimburse for any cancellation by users without the agreement of the school.

Please also note that in the event of the grounds becoming unfit as a result of inclement weather, it may be necessary to suspend the playing of matches.

If you have any queries on the above, please contact.....

Yours faithfully,

STANDARD BOOKING FORM

This form must be completed in respect of an application for a letting of the School/School Playing Field and this form of application must be received at the School not less than 14 days in advance of the proposed letting date.

1. Purpose of Letting: _____

2. Date of Proposed Letting: _____

3. Proposed Start and Finish Times: _____

4. Nature of Accommodation Required: _____
(It should be noted that charges are determined by the nature of accommodation and duration of use)

(a) Playing Fields (please tick as required)

Occasional Use

Season (Weekly)

Season (Alternate Weeks)

(b) School Buildings (please tick accommodation required)

Classroom

School Hall

Sports Hall

(c) Other Buildings

Hall Kitchen

5. Caretaker (Delete below as appropriate)

Required: Yes / No

Time Required: From: _____ To: _____

6. Has the organisation used the school premises previously? _____

7. Name and address for account purposes (if different from below):

I accept the conditions of hire of school premises enclosed with this form and agreed to indemnify the Governors and Authority against any claim arising from the use of the premises and to reimburse the Governors and/or Authority for the cost of remedying any loss or damage occasioned by the use of the school for any function.

SIGNATURE: _____ DATE: _____

ADDRESS: _____

TEL. NO.: _____

FOR AND ON BEHALF OF: _____

LETTING OF SCHOOL PREMISES

INDEMNITY AGREEMENT

(1) Name of Premises: _____

(2) Name of Organisation Hiring Premises: _____

In consideration of the Governors of St Peters C.E. School granting me/us the use of the facility/facilities requested at the above premises I/we agree to pay the School Governors the sum of £_____ (per _____) and to replace or pay to the School Governors/Council the cost of making good any damage caused to the premises by reason of the use of the premises by me/us.

It is further acknowledged and agreed that the Governors and the 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 the Council, its 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 or the Council, its officers, servants or agents.

It is further acknowledged and agreed that I/we will indemnify the Governors and the 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 enactment in that behalf for the time being in force in respect of any performances or any literary, dramatic or musical work, which takes place or which is given whilst the said premises are being used by me/us, our servants or agents.

SIGNED: _____

DESIGNATION: _____

DATE: _____

CONDITIONS OF LETTING SCHOOL PREMISES

1. The hirer will make all arrangements to ensure adequate protection of school property and equipment. All breakages will be paid for.
2. The hirer shall be fully responsible for the orderly nature of the function and shall ensure compliance with the following safety issues, reporting accidents, first aid, faulty equipment, fire/emergency evacuation. Further details can be obtained from the Treasurer of Governors.
3. Attendance shall be limited to the number of persons which may be comfortably and safely accommodated on the premises.
4. It is the responsibility of the hirer to obtain all the appropriate licences.
5. The school will not be held responsible for the loss of or damage to the property of hirers or guests.
6. The hirer shall not interfere with the gas, electrical or water fittings.
7. The hirer shall not sub-let the premises.
8. The school or governors shall have the right to cancel any function without notice.
9. The hirer shall sign a form indicating his acceptance of these conditions and indemnifying the School and the Council against any claims arising from the use of the premises and shall reimburse the School or Council for the cost of remedying any loss or damage occasioned by the use of the school for any function.
10. There shall be no general admission to the public to any function and no money shall be taken at the door as guests are admitted (ie. admission shall be confined to ticket holders). Sale of tickets must be limited to members of the organisation and friends.
11. It should be noted that the organisers should make adequate arrangements for the provision of cloakroom supervision since servants of the Authority are not available for these services.
12. All articles found in the building shall be handed to the Key Holder.
13. School accommodation will not be let for any lecture, entertainment or purpose having, in the opinion of the Governors, an immoral or vicious tendency.
14. Any charge made for the premises shall be paid to the school governors within 30 days of invoice. The signatory of the application form will be responsible for ensuring that this is carried out.
15. Payment of gratuities to any member of the School Governors, School Staff or the Servants of the Education Authority and acceptance thereof by such servants is forbidden.
16. After the letting the premises should be left in a perfectly clean state and where this condition is not observed the hirer shall liable to cleaning costs and may be refused further lettings.
17. The Key Holder has the right to remove any person from the premises who infringes any of these regulations and may call in the aid of the police for this purpose.
18. Any additional conditions which the Council approve shall be enforceable without notice.

19. The premises will not be heated between the last day of May and first day of October for the hirer.

BOOKING CONFIRMATION

STANDARD LETTER FOR HIRE OF SCHOOL

Dear

School: _____

Reference Number: _____

Organisation: _____

Thank you for your completed application form.

The facilities you requested will be available for your use from _____

on _____ during the 20 /20 season. The hire charge

will be £_____ per session and the total fee, shown on the tear-off slip

below, is payable monthly in advance.

Please complete the tear-off slip below and return with your remittance to the School at the above address.

Yours sincerely,

✂-----

SCHOOL:		
ORGANISATION:		
SIGNED:		
DESIGNATION:		
DATE:		
HIRE CHARGE: TOTAL DUE:		REFERENCE NO.:

STANDARD LETTER FOR HIRE OF PLAYING FIELDS

Dear

School: _____

Reference Number: _____

Organisation: _____

Thank you for your completed application form.

The facilities you requested will be available for your use from _____ on _____ during the 20 /20 season. Would you please note that no changing or toilet accommodation will be available. The hire charge will be £_____ per session and the total fee, shown on the tear-off slip below, is payable monthly in advance.

In the event of the grounds becoming unfit as a result of inclement weather, it may be necessary to suspend the playing of matches.

Please complete the tear-off slip below and return with your remittance to the School at the above address.

Please forward a copy of your fixture list to the school as soon as possible.

Yours sincerely,

✂-----

SCHOOL:		
ORGANISATION:		
SIGNED:		
DESIGNATION:		
DATE:		
HIRE CHARGE: TOTAL DUE:		REFERENCE NO.:

V.A.T.

PROBLEM AREAS/TOPICS OF INTEREST

LETTINGS – Facilities for Sports and Physical Recreation (see over for simple room hire)

1. Introduction
- 1.1 The letting of facilities designed or adapted for playing any sport, or taking part in the physical recreation is normally Standard Rated.
2. Type of Facilities
- 2.1 Cricket and Football Pitches. Also any other specially designed, adapted or equipped land or premises.
3. Exception to Standard Rating
- 3.1 Single lets of 24 hours or more continuous period, to the same person, are exempt from VAT provided the person to whom they are let has exclusive control of them throughout the period.
- 3.2 Series of Lets – the supply may be exempt for a series of sessions providing the following conditions are satisfied:
 - (a) the series consists of 10 or more sessions;
 - (b) each session is for the same activity;
 - (c) each session is in the same place;
 - (d) the interval between each session is at least a day and not more than 14 days;
 - (e) the series is paid for as a whole and there is written evidence to support this, which must include evidence that payment will be made in full for the series whether or not the right to use the facility is exercised on all occasions. Such evidence would be a formal agreement, exchange of letters or an invoice issued in advance requiring payment for the sessions specified on the invoice;
 - (f) the facilities are let out to a school, club, association or an organisation for an affiliated club; and
 - (g) the person has exclusive use of them during the sessions.
4. Sports Facilities Let Other Than for Sport
- 4.1 The letting of premises for other purposes, eg. a stadium let for a concert or a sports hall let for a political meeting would be exempt.

5. Ancillary Supplies

- 5.1 Where other facilities are supplied and are included in the let, they are normally regarded as incidental to the let and have the same VAT liability.
- 5.2 If optional Extras, ie. a supply of staff, are made, such supplies must be treated according to normal VAT rules.

6. Room Hire

- 6.1 Simple room hire, including tables and chairs, is exempt.
- 6.2 Room hire including tables and chairs and teas and coffees is exempt except where separately identifiable charge is made for refreshments – in this case the refreshments element is vatable.
- 6.3 Room hire including tables and chairs and the hire of a kitchen which the hirer can use for the preparation of refreshments – exempt.
- 6.4 Room hire including tables and chairs where catering is supplied by the Local Authority – room hire exempt, catering element standard rated.
- 6.5 Room hire including tables and chairs plus specialist equipment, eg. overhead projector, flipchart, audio visual, computer etc. – exempt except where a separately identifiable charge is made for equipment, in which case that element is standard rated.

7.0 Theatre Hire

To a theatre group where the group accounts for VAT on takings and the Local Authority provides no staff – exempt.

PROBLEM AREAS/TOPICS OF INTEREST

USE OF LAND/PROPERTY

1. Introduction

1.1 There are 4 main types of supply you may make in relation to Land/Property.

2. "An Interest In" Land/Property

2.1 You make an interest in Land/Property if you "sell" or "grant a lease" on a building or a piece of land.

3. "Right Over Land"

3.1 You make a supply of a right over land if you:

- (a) grant to someone mineral rights over land;
- (b) grant to the owner of neighbouring land a right over your land to make his property better and more convenient. This is technically known as easement. An example would be to allow someone to lay pipes or cables across your land.

4. "Licence to Occupy"

4.1 You are making a supply of a licence to occupy if you:

- (a) let land and buildings, eg. grant a right to occupy a particular room or office. Often expressed by creating a relationship of licensor and licensee, where terms fall short of a formal lease or tenancy;
- (b) hire a hall or other accommodation for meetings, conferences, etc.;
- (c) grant a trading franchise, where it permits occupation of particular premises;
- (d) grant a catering concession where the caterer is granted a licence to occupy specific areas;
- (e) grant a concession to operate a shop within your shop where the concessionaires are granted a space from which to sell their goods or services;
- (f) grant permission to erect and maintain advertising hoarding, display stands etc.;
- (g) grant the use of a pitch in a market.

4.2 It is necessary to be careful to distinguish between licences to 'occupy' property/land and the 'use' of any facilities it may offer.

4.3 This licence can be written or oral, but must give the person a clearly defined site and a right to exclude other people. All supplies as detailed in 2, 3 and 4 above are exempt from VAT.

5. "Licence to Use"

5.1 This type of licence will be Standard Rated.

5.2 Examples are:

- (a) allow someone to enter a field to see the view;
- (b) grant admission to a cinema, show or event;
- (c) grant permission to enter your land or premises to use specialised facilities;
- (d) supply of storage or safe custody.

6. Standard Rated

6.1 There are some uses of land which are always Standard Rated. See list in Chapter 8.

PROBLEM AREAS/TOPICS OF INTEREST

LETTINGS – Facilities for Sports and Physical Recreation

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2. Type of Facilities

- 2.1 Cricket and Football Pitches. Also any other specially designed, adapted or equipped land or premises.

3. Exception to Standard Rating

- 3.1 *Single lets of 24 hours* or more continuous period, to the same person, are exempt from VAT provided the person to whom they are let has exclusive control of them throughout the period.
- 3.2 Series of Lets – the supply may be exempt for a series of sessions providing the following conditions are satisfied:
- (a) the series consists of 10 or more sessions;
 - (b) each session is for the same activity;
 - (c) each session is in the same place;
 - (d) the interval between each session is at least a day and not more than 14 days;
 - (e) the series is paid for as a whole and there is written evidence to support this, which must include evidence that payment will be made in full for the series whether or not the right to use the facility is exercised on all occasions. Such evidence would be a formal agreement, exchange of letters or an invoice issued in advance requiring payment for the sessions specified on the invoice;
 - (f) the facilities are let out to a school, club, association or an organisation for an affiliated club; and
 - (g) the person has exclusive use of them during the sessions.

4. Refunds

- 4.1 Provision for a refund in the event of unforeseen non-availability of the facility would not break the conditions of the agreement but a refund under any other circumstances would. The result being that VAT would be due on all payments received.

5. Sports Facilities Let Other Than for Sport

- 5.1 The letting of premises for other purposes, eg. a stadium let for a concert or a sports hall let for a political meeting would be exempt.

6. Ancillary Supplies

- 6.1 Where other facilities are supplied, and are included in the let, they are normally regarded as incidental to the let and have the same VAT liability.
- 6.2 If optional Extras, ie. a supply of staff, are made, such supplies must be treated according to normal VAT rules.

PROBLEM AREAS/TOPICS OF INTEREST

ROOM HIRE

1. Introduction

1.1 Customs opinion on hiring has changed over the years. The current rules follow.

2. VAT Liability of Common Types of Room Hire

Hire of a room, including tables and chairs.	Exempt
Including tables and chairs and teas and coffees.	Exempt (except where a separate charge is made)
Including tables and chairs, with flipchart and overhead projector.	Exempt (except where a separate charge is made)
Including tables and chairs and hire of a kitchen for food preparation.	Exempt
Hire including catering supplied by the Authority.	Room Hire – exempt catering – standard rate
Room Hire together with access to a bar where bar is operated by the Authority, who account for VAT on the takings.	Exempt