LETTINGS GUIDANCE

Introduction

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

The school's delegated budget (which is provided for the education of its pupils) should not be used to subsidise lettings by community or commercial organisations. Charges should be levied to meet the additional costs incurred by the school in respect of lettings of the premises. Within this framework, schools may charge some organisations more than cost and subsidise other users provided that overall charges for community use at least cover additional costs.

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*' 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 premises for activities such as staff meetings, parents' meetings, Governing Body meetings and extra-curricular activities of pupils supervised by school staff, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school's delegated budget.

Lettings Policy

The Governing Body is responsible for adopting a lettings policy for the use of the school premises. A draft policy is provided at Appendix A. This should be reviewed on an annual basis. Charges to be levied should include the following:

- Cost of services (heating and lighting);
- Cost of staffing (additional security, caretaking and cleaning) – including "on-costs";
- Cost of administration;
- Cost of "wear and tear";
- Cost of use of school equipment (if applicable);
- Profit element (if appropriate).

Where there are multiple lettings taking place at the same time, the costs for services and staffing may be shared between the organisations involved.

VAT

In general, the lettings of rooms for non-sporting activities is exempt of VAT, whereas sports lettings are subject to VAT (although there are exemptions under certain circumstances). The VAT regulations for sports lettings are included in the lettings application form at Appendix B (para 5). For further advice on VAT relating to lettings, please contact the County Council's VAT Officer Steve Williams (Tel. 01772 534811).

Insurance

The school must ensure that the Hirer 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 £2 million. The hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.

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

Management of Lettings

The Headteacher is responsible for the management of lettings, in accordance with the Governing Body's policy. Where appropriate, the Headteacher may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

The 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 lettings application form (Appendix B) should be completed at this stage.

Once a letting has been approved, a letter of confirmation should be sent to the hirer, setting out full details of the letting and enclosing a copy of the terms and conditions of the hire agreement. 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. (*Schools may wish to seek payment in advance in order to reduce any possible bad debts).*

All lettings fees which are received by the school should be paid in to the school's budget in order to offset the costs of services, staffing etc (which are funded from the school's delegated budget). Income and expenditure associated with lettings should be regularly monitored to ensure that at least a "break even" situation is being achieved.

For long term lettings application forms should also be reconsidered on an annual basis.

Aughton Town Green Primary School

LETTINGS POLICY

1. The Governing Body encourages community use of the school buildings. However, it reserves the right to refuse any lettings it may choose.

2. The hirer must be willing to meet with school officials and provide details of their aims and objectives.

3. The Governing Body will ensure that the school budget does not subsidise non-school activities and that all costs are recovered. Charges will be reviewed annually by the Governing Body.

4. Each hirer using the school will be required to nominate a contact person. Such a person is deemed to be in charge and able to investigate any difficulties which may arise.

5. The Governing Body will determine if a nominated person from school is required on site when the premises are being used. If not, a responsible person must be on call.

6. A Letting Application / Indemnity Form must be completed by all applicants. A signed copy of the application form, if approved by the school, will be returned to the hirer. For long term lettings application forms will be reviewed on an annual basis.

7. Any hirer that uses the school must be adequately insured (with a minimum of £2m public liability insurance) and insurance documents must be attached to the application.

8. All hirers must comply with health and safety legislation.

9. The hirer is responsible for ensuring that CRB checks have been undertaken where appropriate.

10. Arrangements for the payment of each letting will be made in advance with the hirer concerned.

11. Smoking is not allowed on the premises in line with school policy.

12. Alcoholic Drinks –

    - An occasional license must be obtained where appropriate. The licensee is responsible for conduct of bar sales, etc.
    - No alcohol is to be stored or retained on the premises when pupils are in school.

Appendix

USE OF SCHOOL PREMISES
APPLICATION FORM NO:

1 **Name of Organisation:**

_____

Name of Applicant:

_____

Address:

_____

_____

_____

Telephone: _____

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

_____

_____

3 **Details of premises required:**

(a) Name of School:

_____

(b) Date(s) required:

_____

_____

(c) Accommodation Required.

_____

_____

4 Purpose for which accommodation/premises are required:

_____

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

_____

(b) Will the general public be admitted? | NO | YES* | *(delete as appropriate)*

(b) Details of admission charges:

_____

(d) Is copyright music to be performed? | YES* | NO | *(delete as appropriate)*

(e) Will the use of a piano be required? | YES* | NO | *(delete as appropriate)*

(f) Approximate number of people attending: | |

(g) Is alcohol to be served | YES* | NO | *(delete as appropriate)*

(h) Do you intend to use/bring into the premises any additional electrical equipment:
(see note 6 below) | YES* | NO | *(delete as appropriate)*

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

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

The letting of school sports facilities is standard rated for VAT purposes.
However, if all of the conditions are met, the letting may be treated as exempt:-

(a) The series of letting is for 10 or more sessions.
(b) Each session is for the same sport or activity.
(c) Each session is at the same place.
(d) The interval between each session is at least one day and not more than 14 days.
(e) The contract is for the whole series. This must include evidence that payment is is to be made in full for the series whether or not the right to use the facility for any specific session is actually exercised.
A formal agreement, exchange of letters or an invoice would be sufficient evidence.
Provision for a refund in the event of unforeseen non-availability of the facility would not

break the condition, but provision for a refund in other circumstances would. It is acceptable for payments to be made in instalments, provided that the full amount is paid whether or not the facilities are actually used on each occasion.

(f) The facilities are let to a school, a club, association or an organisation representing affiliated clubs or constituent associations (such as a local league).
However, if the facilities are let to an individual or private organisation rather than any of the above the exemption does not apply, even if the other conditions are met.
(g) The organisation to which the facilities are let has exclusive use of them during the session.

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

SIGNED _____

ON BEHALF OF

_____

_____

DATE _____

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

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

It is further acknowledged and agreed that the Governors and/or the County Council give no warranty of the suitability of the premises for the use to which I/we intend to put them and I/we hereby agree to indemnify the Governors and/or the County Council, their officers, servants and agents against all actions, costs, claims and demands arising out of any accidents and/or loss which may occur on the said premises during their use by me/us provided that the same is not due to any negligence, omission or default of the Governors and/or the County Council, their officers, servants or agents.

Under no circumstances shall the permanent electrical installation be altered or otherwise interfered with. Permission for HIRERS to erect any temporary wiring for specific function or purpose shall only be carried out on approval by both the Lancashire County Property Group and the Licensing Section of Lancashire County Council. Further I/We undertake to check and inspect the facilities to ensure that they are clear and free of hazardous material, debris and spillages prior to use.

It is further acknowledged and agreed that I/we will indemnify the Governors and/or the County Council in respect of all actions, costs, claims and demands arising out of any breach of copyright as defined in the Copyright Act 1956, or under any other enactment in that behalf for the time being in force in respect of any performance of any literary, dramatic, or musical work, which takes place or which is given while the said premises are being used by me/us, our servants or agents.

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

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

Signature

_____

Designation

_____

Date

_____

SCHOOL USE ONLY

1 This application for the use of school premises is acceptable to us:

YES	NO

(delete as appropriate)

2 The Governors have determined that this will be:-

(a) A free letting

YES	NO

(delete as appropriate)

(b) A chargeable letting at a cost of £…… per hour/session Plus VAT where applicable

3 Lettings income will be collected * by the school / by the Authority on our behalf.
***** *(delete as appropriate)*

Signed …… ***(Headteacher)***