



Lettings Policy

Reviewed by Lettings Committee on 7th March 2017

Ratified by Full Governors on 5th April 2017

Review Period: Annually

Next Review Due: Summer Term 2017

Signature of FGB Chair

This policy has been reviewed in line with the 9 principles set out in the Single Equality Policy and an initial screening Equality Impact Assessment has been carried out.

Lettings Policy

1. Introduction

This policy is firmly rooted in the Dorset Education Committee Lettings Regulations (1991) and current good practice within the school, whilst paying due regard to the DfEE document Our School – Your School (1995)

Since 1992 the school has actively promoted the use of its facilities for lettings. Revenue for these lettings is used to subsidise our budget allocations. All income from lettings is credited under 'Income'. The Governing Body is committed to actively promoting lettings through local advertisements. Applications are given serious consideration providing they are promoting activities that are legal and moral. Organisers and leaders are required to undergo a police check with regard to activities involving children and young people up to the age of 18. All lettings are subject to the availability of the School Janitor and at the discretion of the Governing Body. Only non-contact sports and football will be considered.

2. Applications for Hirings

- Applications must be made to the Administrative Officer, preferably 14 days before the facilities are required.
- Initial costings to be drafted by the Finance Officer.
- All applications and costings to be approved by the Headteacher.
- Contract and Terms and Conditions to be sent out by Administrative Officer within 7 days of enquiry.

3. Types of Lettings and Scale of Charges

- Lettings are costed as per attached Scale of Charges (Appendix 1)
- The Scale of Charges is reviewed regularly by the Governing Body (as a minimum annually in the Summer term). Annual revisions to charges will be implemented from 1st September every year. Any other variation of scale of charge will be applied after 28 days notice.
- After school club and evening lettings provided for the benefit of Parley First School children and/or staff may be calculated at a reduced rate if the club is offered to pupils/staff at a subsidised non-commercial rate. Discounts will not be available to clubs who operate a charging policy to pupils/staff at market rates.
- Introductory discounts may be available to new clubs on a discretionary basis.

4. School Janitor

- All lettings outside school hours are subject to the availability of the Janitor.
- Where applicable, the cost of the Janitor's services will be added to all letting charges at the appropriate hourly rate.
- Lettings outside the Janitor's standard school hours incur a minimum of two hours at appropriate overtime rates.
- The Finance Officer will regularly check the hourly rates of Janitor's pay with HR payroll services.

- The Janitor may be responsible for collecting payments according to the terms of the Contract.

5. Insurance

Hirers are required to take out insurance as specified in the standard LEA “Conditions for the Hire of Educational Establishments” which is supplied with the Booking Form and Invoice and included in Appendix 4.

Sporting groups are all required to produce proof of their specialist insurance cover which will be checked annually.

6. Use of Piano or ICT equipment

These items are not available for hire in the main school building unless offered by specific arrangement with the head teacher. An additional charge may be payable for the use of this equipment.

ICT equipment is available as a standard item for hire in the Jubilee Room and the cost for the hire of this equipment is set out in Appendix 1.

7. Use of School Premises for Polling Stations

The District/Borough Council may arrange for the school premises to be used as a polling station via the Education Department School Section. If applicable, payment will be collected centrally and credited to the school budget.

8. Let of Playing Fields/School Grounds

- The let of playing fields or school grounds is at the discretion of the Headteacher.

- Where a letting is made for the playing field, the condition of the facilities for the letting will be as found. There will be no additional maintenance or marking of the playing field specifically for the letting. If additional work is undertaken by the Contractor in relation to a playing field letting, the school will add the contractor’s costs to the letting fee and ensure payment to the contractor.

- The playing field and grounds must be left in a fit state after any letting: for the contractors to use the premises and equipment for the contract services without any hindrance and without their incurring any cost in making good deficiencies as a result of a letting to another user. Where, nevertheless there is any deficiency, the school will make arrangements to recover costs from the hirer as appropriate or settle the matter with the contractor in the case of school use.

9. Booking Forms

The Booking Form ‘For Use of Educational Premises’ will be used for all lettings including any identified at the discretion of the head teacher as “free” lettings.

10. Invoicing

The Invoice for Lettings will be used to claim payment from all hirers. The invoice will be prepared by the Finance Officer.

The Finance Officer will report any hirer who fails to make payment by the due date to the Headteacher, who will ensure remedial action takes place immediately. This may include:

- Letter to hirer
- Variation in terms of payments
- Refusal of facilities
- Referral to DCC legal department

Payment is due within 14 days of invoicing or by cash on the day of letting according to the terms of the contract.

One off lettings require payment in advance.

11. Damages

Any damages to the buildings, as the direct result of a letting will be reported immediately to the Headteacher and the Governing Body.

Lettings Policy will be reviewed annually.

** Appendices attached *

Appendix 1

PARLEY FIRST SCHOOL

LETTING SCALE OF CHARGE FROM SEPTEMBER 2017

Main school building:

Evening let – 5.00 pm – 9.00 pm

Hall £49.00

Where an evening let is being offered to pupils/staff at a subsidised rate, the hire charge may be discounted at the discretion of the head teacher.

After-school clubs (PFS children only)

Hall £10.50 per hour

Where an after school club is being offered to pupils/staff at a subsidised rate, the hire charge may be discounted to £7.50 per hour at the discretion of the head teacher.

School Field:

After-school clubs (PFS children only): £6.00 per hour with a minimum hire of 1 hour and a maximum charge of £30 for the day

Field hire charge does not include access to the facilities (kitchen/toilets) in the main school building. Access to these facilities will incur an additional cost and will be discussed on an individual basis.

Jubilee Room:

Morning session (8am – 12.30pm) £40.00

Afternoon session (12.30pm – 5pm) £40.00

Full day (8am – 5pm) £75.00

Evening session (6pm – 9pm) £25.00

Hourly hire rate (during school day or after 6pm) £10.00

Optional additional Jubilee Room hire charges:

Use of ICT equipment (interactive projector) £5.00 per booking

implementation September 201.

Scale reviewed and agreed by Mr Bagwell, Mrs Wischhusen and Mrs Young– 20th February 2017. **These rates will apply from 1 September 2017 and will be reviewed.**

Appendix 2

VAT ON LETTINGS

VAT regulations are to be monitored by the Finance and Administrative Officer. Any changes to be notified in writing to the Headteacher, who will inform the Governing Body and to be implemented immediately.

Generally, school lettings are exempt from VAT, but there are special rules relating to sports facilities, specialised facilities, and charging for admission to premises or events.

The VAT leaflet 742-90 says:

General

The letting of facilities designed or adapted for playing any sport or taking part in physical recreation is normally standard-rated.

However, the letting of such facilities may be exempt from VAT if:

- the letting is for over 24 hours; or
- there is a series of lettings to the same person over a period of time.

This explains in detail the conditions that must be met for exemption to apply.

Facilities for sport and physical recreation:

Such facilities include:

- tennis, badminton and squash courts;
- gymnasium;
- cricket and football pitches;

or other specially designed, adapted or equipped land and premises.

Each court or pitch is regarded as a separate facility.

Premises count as sports facilities if they are designed or adapted for playing any sport or taking part in physical recreation. So the presence of fixed basketball nets in halls or mirrors and bars in dance studios normally means that those premises are sport facilities.

General Purpose Halls

General-purpose halls, such as village or church halls, which merely have floor markings so that they may, say, be used for playing badminton, are not classed as “facilities” for these purposes. Lettings of such halls are exempt even when let for playing sport.

Single Let – The 24 Hour Rule

Single lets of sports and physical recreation facilities for a continuous period of over 24 hours to the same person are exempt from VAT provided the person to whom they are let has exclusive control of them throughout the period.

Series of Lets at the Headteacher's Discretion

Anyone who lets out sports or physical recreation facilities may exempt the supply from VAT if the facilities are let out for a series of sessions provided:

- the series consists of 10 or more sessions and;
- each session is for the same sport or activity; and
- each session is in the same place (although a different pitch or court, or a different number of pitches or courts at the same sports ground or premises is acceptable); and
- the interval between each session is at least a day and not more than 14 days (although the duration of each session can vary). Letting for every other Saturday afternoon fulfils this condition but there is no exception for longer intervals than 14 days which arise through closure e.g. for public holidays; and
- the series is to be paid for as a whole, and there is written evidence to that effect. This must include evidence that payment 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 issued in advance requiring payment for the sessions specified on the invoice would be sufficient evidence. Provision for a refund in the event of the unforeseen non-availability of the facility would not break this condition but provision for a refund in other circumstances would; and
- the facilities are let out to a school, club, association or an organisation representing affiliated clubs or constituent associations (such as a local league); and
- the person to whom the facilities are let has exclusive use of them during the sessions.

Sports etc Facilities Let Other Than For Sports or Physical Recreation

The letting out of premises for other purposes – for example a stadium let for a concert or a sports hall let for a political or religious meeting – is exempt.

Lettings Involving Specialised facilities

For example – use of equipment. VAT Leaflet 742/B states that if you “grant permission to enter your land or premises to use specialised facilities” the supply is STANDARD RATED.

i.e. Where the school supplies the specialised facilities.

Admission to Premises

If you make a charge for admission to premises or events the supply is normally standard-rated.

There are other areas where VAT at 15% should be charged:

“providing pitches or other facilities for caravans or tents, granting vehicle parking facilities, providing facilities such a seat, box, or other accommodation at a sports ground, theatre, concert hall or other place of entertainment.”

Summary of VAT Regulations

(a) The Provision of Specialised Facilities

1. Hire of Hall/ Classroom/ or other accommodation **without** specialised facilities – **exempt**.
2. Hire of Hall/Classroom/or other accommodation **with** specialised facilities – VAT at **20%** on the specialised facilities alone.

(b) Sports Facilities

3. Sports facility – a series of 10 or more lettings, once a fortnight or more frequently – **exempt**.
4. Sports facility – a “one-off” letting – VAT 20% (unless the letting is for a continuous period of over 24 hours to the same person who has exclusive control of the facilities throughout the period in which case greater than 14 days – VAT at **20%**).

(c) Charging for Admission to premises or events

5. Charging admission to premises or events or for parking – VAT at **20%**.

Appendix 3

Conditions for the Hire of Educational Establishments

The hirer shall be the person making the application for a letting and such person will be responsible for payment of all fees or other sums due in respect of the letting to the Hirer and for the observance of regulations imposed by the Local Educational Authority or their lawfully appointed agent.

Damage, Loss or Injury

1. The Hirer shall effect Third Party (Public Liability) Insurance within a minimum indemnity limit of five million pounds for any one occurrence to cover its legal liabilities for accidents resulting in injuries to persons, including participants in the hiring activity, and/or loss of or damage to property, including the hired premises, arising out of the letting of educational premises.

The Education Authority/School will not be responsible for any injury to persons or damage to property arising out of the letting of educational premises unless such injury or damage results from the negligence or breach of statutory duty on the part of the Educational Authority/School.

Protection of Premises and Movable Property

2. Furniture and fittings shall not be removed or interfaced with in any way. No fittings or decorating of any kind necessitating the driving of nails or screws into fixtures forming part of the school fabric will be permitted. In the event of any damage to premises or property the Authority shall make it good and the Hirer shall pay the cost of such reparation.

Public Safety

3. (i) The Hirer shall be responsible for the prevention of overcrowding such as would endanger public safety and for keeping clear all gangways, passages and exits.

(ii) The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct.

Copyright or Performing Rights

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

Sub-Letting

5. The Hirer shall not sub-let to another person.

Intoxicating Liquor

6. No intoxicants shall be brought on to or consumed on the premises without the prior approval of the County Education Officer or Governing Body in the case of a school in LMS.

Smoking

7. Smoking is not permitted on any hired premises.

Dancing

8. Use of materials for preparing floors for dancing is prohibited.

Vacation of Premises

9. The Hirer shall ensure that premises are vacated promptly at the end of the letting.

Variation of Scales of Charges and Cancellations

10. The Hirer acknowledges that the charges may be increased in accordance with the rates from time to time agreed by the Authority or where appropriate by the Governors of the School, or that the letting may be cancelled provided that in each circumstance at least 28 days notice either way is given.

Local additional terms of hire

Eligibility for hire

1. (i) Applications are given serious consideration providing they are promoting activities that are legal and moral.
(ii) Organisers and leaders are required to undergo a police check regarding activities involving children and young people up to the age of 18.
(iii) All lettings are subject to the availability of the School Janitor and are at the discretion of the Governing Body.
(iv) Non-contact sports only will be considered (Football is considered non-contact in this situation).
(v) The Hirer shall not sublet this licence to any other person.

Application for Hire

2. (i) Application must be made to the Administrative Officer, preferably 2 weeks before the facilities are required.
(ii) Initial costing is to be drafted by the Finance Officer.
(iii) All applications and costings are to be approved by the Head teacher.
(iv) The Finance Officer will send out confirmation within 7 days of enquiry.
(v) All lettings outside school hours are subject to the availability of the Janitor.

Charges

3. (i) Lettings are costed at the rate applicable at the time enquiries are made and are reviewed annually (see Scale of Charges)
(ii) Lettings should be completed and Premises vacated within the timescale agreed. The Hirer will be charged for any extra hours beyond those set out in their contract.
(iv) The Rental includes the cost of the janitor's services in evening, weekend and holiday letting charges.
(v) The Scale of Charges is reviewed regularly by the Governing Body (as a minimum annually in the Summer term). Annual revisions to charges will be implemented from 1st September every year. Any other variation of scale of charge will be applied after 28 days notice.

VAT

4. Generally the hire of School's accommodation **without specialised** facilities are exempt from VAT. The VAT regulations on lettings are included in the Lettings Policy and can be obtained from the School office.

Booking Forms and Invoicing

5. (i) Booking Forms are issues in advance and need to be signed by the Hirer and returned promptly to the school office.
(ii) Invoices are used to claim payment from all hirers.
(iii) One off lettings require payment in advance at least 10 days before the date of the booking.
(iv) Unless agreed otherwise regular lettings require payment in cash at the start or finish of each booking session. The Janitor will collect payment and issue a receipt.

Default payments

6. If payment is not received within agreed terms the facility will not be made available to the Hirer, the contract will be voided and the school will take any necessary steps to recover the outstanding debt.

Licence for sound recordings and copyright of performing right

7. (i) The Hirer needs to hold a PPL Licence whenever sound recordings (e.g. records, tapes, CDs etc) are to be played in public for exercise classes, discos etc. The Hirer should present proof that he / she is a holder of a PPL Licence to the School whenever necessary. In the case that the Hirer does not hold such Licence cover can be arranged through the School at an extra charge. The fee can be obtained from the School office.
(ii) The Hirer's attention is drawn to the need to obtain a licence issued by the Performing Rights Society Limited in respect of any public performances.

Use of the Premises and right of entry

8. (i) Use of the Premises is limited to the car park and the facilities listed in the letting contract. Access is not permitted to any other part of the Premises other than the areas specified in the letting contract.
- (ii) Furniture is to be replaced as found at the beginning of the letting.
- (iii) The Hirer shall not use scotch tape or drive any nails or screws into any fixtures or fittings or the walls, ceilings and floors of the accommodation.
- (iv) If the kitchen is let the Hirer shall comply with all regulations relating to its use.
- (v) Where a letting is made for the playing field, the condition of the facilities for the letting will be as found. If additional work is undertaken (e.g. marking of the field) the Hirer will be charged accordingly.
- (vi) Use of the premises is limited to those persons who are members of the Hirer's organisation or club.
- (vii) The School management reserves the right of entry to the Premises at all times.

Health & Safety

9. (i) The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct.
- (ii) The Hirer shall acquaint themselves with all notices concerning fire precautions. **It should be noted that there is no phone in the Jubilee Room. It is the responsibility of any Hirer of this facility to ensure that they have a working mobile phone with them for use in an emergency situation.**
- (iii) Smoking is not permitted in the premises.
- (iv) The Hirer shall be responsible for providing First Aid and for administering it.
- (v) Where a club is being provided for the benefit of Parley First School Pupils, the Hirer must provide an accurate register of attendees to the office by the 1st September every year. Any changes to attendees must be communicated to the office on a timely basis.
- (vi) Where a club is being provided for the benefit of Parley First School Pupils, the Hirer is responsible for ensuring that attendees are only released to approved contacts as authorised in advance by the parent/carer. The Hirer must ensure that all children are safely collected prior to leaving the premises.

Damage, loss and injury

10. (i) The Premises are to be left in a clean and tidy condition at the end of each hiring period and the Hirer agrees to reimburse the School for any additional expense for cleaning or repairs as a result of the use or misuse of the Premises by the Hirer or its members.
- (ii) No liability will be attached to the School in respect of any loss or damage for anything brought onto the Premises by the Hirer or persons coming on to the Premises at the request of the Hirer.
- (iii) The Hirer will be responsible for all loss or damage to property at the Premises or brought onto the Premises and for any injury to persons and things caused by or in consequence of any act or omission on the part of the Hirer its agents or servants and is to keep the School indemnified in respect of any such loss, damage or injury.
- (iv) If any damage is done to the Premises and / or its fittings and effects the expense of making good the same is to be paid by the Hirer.

Insurance

11. (i) The Hirer will maintain full Liability Insurance cover for participants in the organisation or club as specified in the "Conditions of Hire" issued with the Booking Form and Invoice.
- (ii) Sporting groups are all required to produce proof of their specialist insurance cover. Hirer should present proof of their Liability Insurance to the School before entering a contract and thereafter every 12 months when the contract is due for renewal.

Renewal and termination

12. (i) Regular Hirers will renew their contract annually on the 1st September.
- (ii) The School or the Hirer may terminate this agreement during the Term by giving one month's notice in writing to the other. One-off lettings may terminate this agreement by giving one-week notice, all money received will then be refunded.