



Lettings

POLICY



Lettings Policy

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INTRODUCTION

The Governing Board recognises the position of the school in the local community and that encouragement should be given to the use of the school premises by outside organisations.

The Governing Board wishes to take every possible care to ensure that all children / young people and others using the school premises out of school hours are safe and that they are treated with dignity and respect.

The letting of the school is the responsibility of the Governors and the administration of the lettings is the responsibility of the School Business Manager. The F, P, H & S committee will set a scale of charges which will be reviewed annually; this scale will be used as a guideline for the Headteacher in agreeing the charges to be applied in each case where the Governing Board have agreed that amendments can be applied.

Any member of school staff or governors having a connection with a letting must formally declare this. The declaration should be recorded in formal minutes at the appropriate meeting.

POLICY DETAILS

The Governing Board regards the school buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible. The Governing Board will endeavour to maximise the use of the premises to support the local families, services, and community, with first priorities for providing the best possible education for its pupils. Any lettings of the premises to outside organisations will be considered with this in mind. It is important however that requests for lettings are fully considered and that the lettings are properly documented to ensure all parties are aware of their mutual responsibilities.

Definition of a School Letting

A letting may be defined as “any use of the school premises (buildings and grounds) by either individuals or community group (such as a local music group or football team), 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 the premises for activities such as staff meetings, parents’ meetings, Governing Board 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.

Management of Lettings / Governance

The Headteacher is responsible for the management of lettings, in accordance with the Governing Board’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.

If the Headteacher has any concern about whether a particular request for a letting is appropriate or not, they will consult with the Chair of the F,P,H&S Committee, who is empowered to determine the issue on behalf of the Governing Board. A risk assessment must be conducted for each proposed letting.

The Administrative Process

Those seeking to hire part of the school premises should approach the Headteacher (or other designated member of staff), who will identify their requirements and clarify the facilities available.

An Application Form (the link to which is shown in this model policy in Appendix 1) should be completed at this stage to provide basic details of the applicant.

The School Business Manager &/or Headteacher will consider this with regard to the matters contained in this policy and shall advise the applicant of its decision.

The letting should not take place until the Application to Hire School Premises form has been returned to the school. The person applying to hire the premises on behalf of the Hirer will be invoiced for the cost of the letting, in accordance with the Governing Board's current scale of charges. (Schools may wish to seek payment in advance in order to reduce any possible bad debts.)

The Hirer must provide their full details with the Application Form in their name, including their permanent private address (for individual lettings), contact details, full business address and any registered Charity/ Company registration numbers.

No letting should be regarded as "booked" until the Application Form has been signed by both parties, any deposit/ pre-payment has been paid as appropriate and approval has been given by the relevant person on behalf of the school.

Finance

The school's delegated budget will not be used to subsidise any lettings unless it is of direct benefit for pupils. A charge will be made to meet the costs incurred by the school for any lettings of the premises. At the very least the actual cost to the school of any use of the premises by the Hirer must be paid.

The flowchart set out below, taken from Annex B of 'Planning and funding extended schools: a guide for schools, local authorities and their partner organisations' may be useful where activities support pupils, families and communities under 'extended services through schools:-

Having asked the above questions and considered the particular circumstances of any proposed letting, a school might decide, for example, that a parenting class is eligible for funding from the delegated budget because it helps pupils' parents / carers to support pupils' learning. Schools might also decide that a breakfast club for children held during term time is eligible for funding from the delegated budget because it would help to ensure that pupils are in class on time and ready

to learn. But schools might consider that a play scheme during holidays is not eligible for funding from the delegated budget if its purpose is mainly childcare, ie. that it is a community facility rather than of being any direct benefit to pupils.

Charges for a Letting

The Governing Board is responsible for setting charges for the letting of the school premises. A charge will be levied which covers the following:

Cost of services (heating, lighting & catering)

Cost of staffing (additional security, caretaking and cleaning) - including "oncosts"

Cost of administration

Cost of "wear and tear"

Cost of use of school equipment (if applicable)

In order to achieve full cost recovery, the school should calculate costs using financial and energy costs based on actual room sizes.

Abatement of charges can only be made, subject to the F, P H & S Committee approval.

VAT

It is imperative that VAT is accounted for correctly. Failure to do so could result in the Local Authority incurring financial penalties. If penalties are incurred due to an error or omission on behalf of a school, such costs will be charged to the school's budget.

Sports Facilities

Premises are classified as sports facilities if they are designed or adapted for playing any sport or taking part in any physical recreation and include the following

- swimming pools
 - All weather pitch
 - school halls
 - Classrooms
- Playground

Under HMRC's definition, each individual pitch or court is a separate sports facility. This becomes very important when deciding on the correct VAT treatment.

If you let facilities for playing any sport or taking part in any physical recreation, then your supply is normally standard rated and output VAT needs to be charged to the customer. There are exceptions to this rule, and these are explained below.

Block Bookings

Please note when hiring to non-commercial organisations, eligibility for the VAT sports exemption supersedes the ten-event rule, which was previously used under Local Authority school management when deciding on VAT ratings for sports hire.

If the facilities are let for over 24 hours to the same club and they have exclusive control of the facility for the duration of the let then the supply is exempt and no output VAT should be charged.

The letting of sports or physical recreation facilities is exempt from VAT if the facilities are let out for a series of sessions provided the following conditions are met:

- 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; and
- The interval between each session is at least a day and not more than 14 days. Lettings for every other Saturday afternoon fulfils this condition but there is no exception for longer intervals than 14 days which may arise through closure, for example, public holidays, school 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 unforeseen non-availability of the facility would not break this condition but the provision for a refund in any other circumstances would
- In addition, the fact that the series is subsequently paid for in instalments has no bearing on VAT liability of the supply. The important fact here is that the series of lettings must still be paid for even if the hirer cancels the sessions; and
- The facilities are let out to a school, club, association or an organisation representing affiliated clubs or constituent associations (such as local league); and
- The person to whom the facilities are let has exclusive use of them during the session.

There is therefore a significant benefit for clubs to book a series of sessions as opposed to single sessions as the school may not have to charge VAT for these

longer bookings. Each ad-hoc hire request is considered individually in terms of VAT status.

Sporting Services Provided by Non-profit Making Bodies

Where a school provides sporting services to 'individuals' this income could be exempt from VAT, but only where any profit made from the activities is devoted to the purposes of the school.

'Individuals' includes family groups, informal groups (where one individual makes a booking on behalf of a group) and corporate persons or unincorporated associations provided that the supplies are closely linked and essential to sport which includes the provision of a playing area (e.g. court, pitch or green fees).

It is therefore likely that most sporting lets by a school are exempt from VAT. Please note this exemption specifically excludes Local Authorities and may be the subject of change in future.

Sports Facilities etc, let other than for Sports or Physical Recreation

The letting out of premises designed or adapted for playing sport or taking part in physical recreation for other purposes – for example a sports hall let for a wedding or a religious meeting – is exempt from VAT.

The ECC VAT Registration Number is: 104252813

Public Liability and Accidental Damage Insurance

The school will obtain confirmation that the Hirer has public liability insurance and appropriate insurance for any additional items brought into the school. It is the Hirer's responsibility to ensure that all those attending the premises are made aware that they do so entirely at their own risk. A risk assessment will be conducted for each hiring/ activity by both the school and Hirer together. Copies must be given to the Hirer and kept on file in school.

All individuals, groups or organisations hiring School sites must have and supply evidence of Public Liability Insurance (and Employers' Liability Insurance, as appropriate) with a minimum limit of indemnity of £5 million for any one incident to cover claims arising out of negligence. This applies irrespective of whether the Hirer is a non-commercial or commercial undertaking. Proof of cover must be provided before the letting is agreed and at any time thereafter upon request. A booking is not accepted past the expiry date of the insurance certificate. It is the Hirer's responsibility to ensure that all those attending the premises are made aware that they do so entirely at their own risk. A risk assessment is conducted for each hiring/activity by both the School and the Hirer together. Copies must be given to the Hirer and kept on file by the School.

Safeguarding -Status of the Hirer & Safeguarding of Children & Young People'

Lettings will not be made to persons under the age of 18, or to any organisation or group or individual with an unlawful or extremist background or to anybody to whom the school does not wish to hire the premises. Persons may have to undergo, at the discretion of the Governing Board, a Criminal Record Check (DBS). If a particular letting involves contact with the school's pupils, all personnel involved must have appropriate recruitment and vetting checks in accordance with DfE guidance. All staff in schools are required to be cleared at Enhanced level and therefore this should be replicated across to Hirers.

It is the responsibility of the school to ensure that the Hirer has ensured adequate supervision, ratios and up to date and adequate DBS checks. The Hirer will maintain and provide copies to the school, in relation to DBS evidence, contact details (including all emergency contacts), changes in staffing, responsibilities and absence.

These checks must be made by prior arrangement with the Headteacher, with at least half a term's notice in advance to ensure that the checks can be carried out prior to the commencement of any letting. Any adults working with the school's pupils (for example, at an after school sports club) must be appropriately qualified and provide evidence of an Enhanced DBS Check, including a Children's Barred List Check, that is less than three years old. Sports coaches must follow the LA's guidelines for working in schools. The school will ensure that any Hirer shall not sub-let the premises to another person.

Where the Hirer is an organisation that has its own safeguarding and child protection documentation, i.e. policy and procedures, the School should have sight of that documentation prior to the commencement of any letting. It is the responsibility of each School's Designated Safeguarding Lead (DSL) to check and confirm that the Hirer's safeguarding and child protection documentation aligns with the school's Safeguarding and Child Protection Policy. This confirmation is required prior to a letting proposal being submitted to the Governing Board for approval.

Risk Assessments

It is the Hirer's responsibility to ensure that all those attending the premises are made aware that they do so entirely at their own risk. A risk assessment will be conducted for each hiring/activity by both the school and Hirer together. Copies must be given to the Hirer and kept on file in school.

Security of Premises

Entrance to the school will be via the Main Entrance. It will be the responsibility of the Hirer to ensure that the school premises are secure during the time they are in use, i.e. ensure that the Main Entrance is locked when all members of the group are inside.

For security reasons the school keys will not be available to the Hirer. A school staff member will be available to open and lock up the school premises.

The school will provide the Hirer with the name and phone number of the school contact in case of an emergency.

Use of Facilities

a) The Hirer will be responsible for the proper use of the school facilities (specialist equipment is not generally available e.g. projectors, TV and video equipment, cookers etc., (unless special arrangements have been made) and must take all reasonable precautions to ensure that there is no damage to the fabric of the buildings; furniture and fittings; or school equipment. The Hirer will be responsible for making good any damage to the premises and property. Any precautions required to ensure the users' safety when using equipment, such as the provision of information and training, are the responsibility of the Hirer. In all cases, the Hirer must ensure that risks associated with the activity are properly controlled throughout the hire period and that the premises are returned to the control of the school in a clean and satisfactory condition.

b) The Hirer must be advised that they cannot rely on the school's risk assessments for any activities carried out during the letting and must complete their own risk assessments, a copy of which must be held by the school.

c) Users should acquaint themselves with the Fire and Safety regulations and procedures relating to the area of premises in use. These will be clearly displayed in each of the designated areas. They must also carry out their own fire drills and organise their own fire procedure. Documentary evidence must be made available to the school on request.

d) Fire exits must not be blocked or locked, nor should furniture, equipment, or other obstructions be placed in corridors during the hiring.

e) The Hirer must only use the area of the building that has been hired. Any furniture or equipment moved by the Hirer should be returned to its original position at the end of each session.

f) Toilets are available for use by the Hirer, the location of which are advised to the Hirer at the commencement of the letting.

g) The Hirer is responsible for ensuring that good order is kept on the premises and within the immediate environment of the school, and that the premises are left in a clean and tidy condition.

h) Car parking facilities are subject to availability and may be used by the Hirer and any adults involved in the letting.

i) The school reserves the right to levy an additional charge to cover:

- any additional cleaning that may be required after an event
- the cost of repair of damage to the school fabric or equipment
- the cost of replacement of any items of school equipment if uneconomical to repair

j) For security reasons, the Hirer will not have access to the school telephone / school office. Hirers are urged to consider acquiring a mobile telephone for use in an emergency

Electrical Equipment

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

First Aid Facilities

There is no legal requirement for the school to provide first aid facilities for the Hirer. It is suggested that the Hirer makes its own arrangements. Use of the school's resources is not available.

Food, Smoking, Drink & Drugs

No food or drink may be prepared or consumed on the premises without the direct permission of the Governing Board, in line with current food hygiene regulations. All litter must be placed in the bins provided. No intoxicants/ unlawful drugs shall be brought on to or consumed/ used on the premises. The whole of the school premises, including the external areas, is a non-smoking area, and smoking is not permitted. This includes Electronic Cigarettes or E-cigarettes, Personal Vaporizers (PVs) and Electronic Nicotine Delivery Systems (ENDSs) battery-operated devices that mimic tobacco smoking.

School Equipment

This can only be used if requested on the application form, and if its use is approved by the Headteacher. Responsible adults must supervise the use of any equipment which is issued and ensure its safe return. The Hirer is liable for any damage, loss or theft of school equipment it is using, and for the equipment's safe and appropriate use. Use of light or fixed catering / cleaning equipment is limited, and the Hirer will need to demonstrate a competence level for use of equipment, plant or other issues on food hygiene standards. Untrained or inappropriate use of equipment may lead to damage to floors etc or render the equipment inoperable causing service delivery disruption the following day.

Vacation of Premises

The Hirer shall ensure that the premises are vacated promptly at the end of each period of use or letting. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. Additional charges will be made where the Site Manager is unable to lock up whilst the Hirer ensures children are safely vacated beyond the time agreed in the letting agreement.

Behaviour

The school must take appropriate measures to ensure that the Hirer is responsible for ensuring adequate supervision and preservation of good order for the full duration of the letting and until the premises are vacated, also the prevention of overcrowding and keeping clear all gangways, passages and exits.

Promotional Literature/Newsletters

A draft copy of any information to be distributed to participants or through the school must be sanctioned by the Headteacher at least seven days prior to distribution by the Hirer.

Site Security

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

Quality of Service

From time to time, staff and Governors have the right to monitor the activities to ensure quality of service/ activity operating from the premises.

Application Form

All hirers will complete the appropriate lettings application form (see appendix) and be given a set of the written terms and conditions of hire. Long term hirers must complete a letting application form at least annually. Day to day approval of requests for hire will be the responsibility of the Headteacher or School Business Manager who will sign the letting application form in the designated space, after:

- i) Agreeing the scales of charges to be applied. Abatement of charges can only be made, subject to F, P, H & S Committee approval.
- ii) Checking to ensure the application form has been properly signed by the hirer.
- iii) Checking that any hirer whose letting engages with young people follows statutory and best practice safer recruitment and child protection policies and procedures.
- iv) Confirming whether the hirer is affiliated to any national association that has its own child protection policy and if not whether the hirer has their own child protection policy; in either case a copy of the policy must be provided to the school.

- v) Checking that a copy of the school's own child protection policy and guidelines has been passed to the hirer and that the hirer has signed to confirm receipt and acceptance.
- vi) Deciding if it is necessary to seek references for the hirer.
- vii) Obtaining a copy or signed confirmation of the hirer's public liability insurance and, where necessary, PPL licence.
- viii) Ensuring that the hirer is fully aware of their responsibilities as laid down in the Conditions of Hire
- ix) Checking the Hirer has suitable arrangements in place for safe use, has provided the school with a copy of their Risk Assessment and will have a telephone available for emergency calls.
- x) Obtaining approval from the school for the letting to proceed.

Bookings

All requests for hire will be logged in the lettings diary by the School Business Manager or Office Staff.. Payment will be required in advance for all one-off lettings or for a new regular booking where the hirer is not known to the school. In other instances, it may be appropriate to require a deposit. All deposits will be banked immediately and should a refund of the deposit be subsequently required, then a cheque/BACS payment will be issued.

Payments

Where payment is not made in advance the School Business Manager is responsible for raising and issuing invoices with sequential reference numbers.

Debt Management

In the absence of specific terms agreed with the hirer, payment terms will be 30 days from date of hire.

If payment has not been received by the due date, the following will apply.

- 30 days after the date of hire – first reminder letter to be issued. At this point all future hire dates will be suspended pending full payment
- 14 days after first reminder letter – second reminder letter to be issued advising the hirer that non-payment may result in referral to the school's legal services provider
- 14 days after second reminder letter – the School Business Manager will issue a report to the Governing Board for advice on how to proceed eg. legal process for debt recovery

If, having taken legal advice, it is determined that the debt is not recoverable it will need to be 'written off' in accordance with the procedure laid down in the schools financial regulations document.

Appendix A

Rodings Primary School

APPLICATION TO HIRE SCHOOL PREMISES

The link to the application form is <https://forms.gle/E7St8DDeruoGxvw8>

Appendix B

CHARGES EFFECTIVE FROM 1st April 2024

FOR LETTINGS WHEN THE SCHOOL IS CLOSED (EVENINGS/WEEKENDS/HOLIDAYS)

(per hour unless otherwise stated)

CLASSROOM	
Hire of classroom or similar including staff room Basic rate to include heat when necessary	£25.00
HALL	
Local clubs or organisations including teaching/training includes chairs Basic rate to include heat when necessary	£35.00
KITCHEN	
Hire of the kitchen and equipment	£35.00
OUTDOOR	
School field	£20.00
All weather pitch	£30.00
Including use of outside toilet block	

There will be a charge of 15 minutes opening up, and 15 minutes locking up time for all lettings.

CHARGES EFFECTIVE FROM 1st April 2024

FOR LETTINGS BETWEEN 07.30 AND 18.00 ON SCHOOL DAYS

(per hour unless otherwise stated)

CLASSROOM	
Hire of classroom or similar	£10.00
HALL	
Local clubs or organisations including teaching/training includes chairs	£10.00
Basic rate to include heat when necessary	
KITCHEN	
Hire of kitchen and use of equipment (available between 07.30 and 09.00, and 15.00 and 18.00 only)	£20.00
OUTDOOR	
School field	£20.00
All weather pitch	£30.00
Including use of outside toilet block	

There will be a charge of 15 minutes opening up, and 15 minutes locking up time for all lettings out of normal school hours.