



# Hoole St. Michael Church of England Primary School

## Lettings Policy

Member of staff responsible: J Price

Date reviewed: October 2023

Date to be reviewed: October 2024

### Vision Statement

*Christ's love is in everything we do at Hoole St Michael. Our creative and high-attaining Church of England Primary School is safe, loving and supportive. We encourage the building of good relationships and friendship through respect, tolerance and understanding. Within our Christian family, where parents are our partners in all aspects of school life, we aim to inspire a love for learning within each and every child.*

***I CAN DO ALL THINGS THROUGH CHRIST WHO STRENGTHENS ME. PHILIPPIANS 4.13***

### Introduction

The Governing Body actively encourages community use of the school buildings. However, it reserves the right to refuse any lettings it may choose. However, the overriding aim of our Governing Body is to support the school in providing the best possible education for our pupils, and any lettings of the premises to outside organisations will be considered with this in mind.

1. The hirers must be willing to meet with school officials and provide details of their aims and objectives.
2. The Governing Body will ensure that the school budget does not subsidise non-school activities and that all costs are recovered. The Governing Body will review charges annually.
3. 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.
4. 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, from within the organisation, previously agreed with the school must be on call.
5. 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.
6. No lettings will be approved giving the user exclusive possession. (note: this is a legal requirement, not to be confused with a sole letting)
7. Any hirer who uses the school must be properly insured and relevant insurance documents must be attached to the application. This includes public liability insurance with a minimum limit of £5 million 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.
8. 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.
9. All hirers must comply with health and safety legislation.

10. The hirer is responsible for ensuring that DBS checks have been undertaken where appropriate.
11. Arrangements for the payment of each letting will be made in advance with the hirer concerned.
12. Smoking is not allowed on the premises in line with school's No Smoking Policy.
13. Alcoholic Drinks
  - a. An occasional licence must be obtained where appropriate. The Licensee is responsible for conduct of bar sales, etc.
  - b. No alcohol is to be stored or retained on the premises when pupils are in school.
14. In the event of the school needing to cancel an agreed letting, the school /governors will not be liable for any claim for compensation (financial or otherwise) other than the return of any deposit money received.

There is a charging policy (outlined below), which categorises lettings.

Lettings/hiring charges are based on four categories. These categories are for general guidance. The Governors may, at their discretion, add further users within the appropriate categories.

#### **Group A Use**

The following qualify for free letting:

- a) All school events (parent consultations, governors meetings, performances, fundraising etc)
- b) Parent Forum meetings and functions. The cost of cleaning materials and labour will be charged when 'free hire' of the hall is given for dances or discos (if no admission charge).

#### **Group B Use**

- a) These lettings are for those who book a room/space on a regular basis; i.e. once a month/week. The person/group hiring is non-profit making. It is intended for community groups/Church Based Groups (if no admission charge/nonprofit making).
- b) Parent Forum meetings and functions. (When there is an admission charge).

#### **Group C Use**

- a) These lettings are for those who book on an occasional basis. The person/group hiring is non-profit making, but they may be fund-raising.
- b) These lettings are for those who book a room/space on a regular basis; i.e. once a month/week. The person/group hiring is non-profit making. It is intended for community groups/Church Based Groups (if an admission charge is made/profit making).

#### **Group D Use**

These lettings are for private and commercial groups. The person/group may be charging a fee to the public in order to make a profit. The charges will be at the discretion of the Governors according to the individual requirements of the hirer. A deposit will be required. There will also be a payment for charge caretaking service.

#### **Extraordinary Lettings**

School Holiday lettings, whole/large part of the college. Special charges will be fixed at the discretion of the Governors

## 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.

Type of Accommodation	Tick If Required	From	To
Classroom			
Hall			
Staffroom			
Toilets			
Field			
Playground			
Forest School			
Please state any additional Requirements			

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? 

YES*	NO
------	----

*(delete as appropriate)*

(c) 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

Room hire alone is exempt. For example the local Brownies hiring the school hall or sports hall for a table top sale would be exempted from VAT.

If the local football club hired the school hall (NOT a sports hall) to play football, the letting would be exempt as the hall is not a sports facility.

If the local football club hired the school sports hall to play football as a one off letting, it would be standard rated.

Premises are sports facilities if they are designed or adapted for playing any sport or taking part in any physical recreation, such as swimming pools, football pitches, dance studios and skating rinks. Each court or pitch (or lane in the case of bowling alley, curling rink or swimming pool) is a separate sports facility.

However, if the same football club hired the school sports hall for a series of lets, they will be exempted from paying VAT if they meet all the following criteria:-

- The bookings are for at least 10 sessions
- The interval between the sessions is not less than 1 day and no more than 14 days apart
- The bookings are all for the same activity
- The whole series is to be paid for (there must be written evidence of this)
- The grantee has exclusive use of the facilities
- The grantee is a school, club, an association or an organisation representing affiliated clubs or constituent associations.

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

SIGNED \_\_\_\_\_

ON BEHALF OF \_\_\_\_\_

DATE \_\_\_\_\_

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

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

It is further acknowledged and agreed that the Governors 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, 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, 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 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.

- Under no circumstances does this letting give the user exclusive possession.
- The hirer should produce evidence that this indemnity is protected by adequate insurance cover.
- Hiring Conditions must be adhered to at all times.

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. To include:

- 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). £.....

## 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). Guidance can be found on the schools' Portal at:-

[https://schoolportal.lancsngfl.ac.uk/view\\_sp.asp?siteid=733&pageid=14399&e=e](https://schoolportal.lancsngfl.ac.uk/view_sp.asp?siteid=733&pageid=14399&e=e)

For further advice on VAT relating to lettings, please contact the County Council’s VAT Team (Tel. 01772 534778).

3 Lettings income will be collected \* by the school.

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.

Signed ..... *(Headteacher)*