



St Nicholas CE VA Primary School Lettings Policy

Vision Statement

‘At St Nicholas we nurture everyone *to be the best we can be*, in a caring and inclusive Christian environment.’

UNCRC Article 29: All children have the right to learning that allows you to become the best that you can be.’

(See also Conditions of Hire and School Lettings and VAT – reproduced below)

The Governors agree to the use of the school premises by suitable individuals or organisations outside school hours provided that any letting is not detrimental to the school or its pupils. However they have a statutory duty to ensure that such use of the premises and facilities does not impose a cost or other burden on the school or its staff.

All lettings will be at the discretion of the governing body, with power delegated to the Chair of Governors and Headteacher.

Guidelines

- All lettings require an authorised keyholder to open the school and ensure that it is left clean, tidy and secure at the end of the letting
- Lettings after midnight will not generally be permitted
- All hirers must comply with the regulations set out on the booking form
- All hirers must be over 18
- All hirers must effect Third Party (Public Liability) insurance cover of at least £5,000,000 and proof of cover must be provided to the school (hirers are not covered by the schools insurance)
- All school buildings and grounds are non-smoking
- The school is not responsible for any loss of or damage to vehicles parked on its premises, or their contents
- The school playing fields will not be let unless in a suitable condition to be used
- Responsibility for any damage rests with the hirer
- All rooms must be left in a clean and tidy condition
- Only booked rooms and facilities are to be used
- Any crockery and appliances used must be left clean
- All breakages must be reported to the office
- VAT is payable on some facilities and equipment – see the ‘School lettings and VAT’ document

Instructions

- Two copies of the Booking Form (with the Conditions of Hire printed on the reverse) should be sent to the hirer. The hirer should:
 - return one copy immediately, after signature, to confirm the booking (this should be retained by school)
 - retain the second copy for information
- The letting should be considered by the Headteacher and Chair of Governors (on behalf of the Finance Committee)
- The KEYHOLDER should be informed. If he is unable to service the letting, a substitute key holder should be identified

- A letting may be cancelled by either party, provided that at least 28 days' notice is given
- The full cost of a letting should be paid in advance, school will issue an invoice when a letting has been agreed

Capacity

The school hall is 142 square metres

The number of people permitted to attend an event will depend on the nature of the activity and guidance given by Fire Prevention Officers. For a seated audience, the number of people permitted is 100, with seating arranged to allow adequate gangways. For other events, numbers will be calculated at the time of enquiry.

Charges

- All charges will be subject to periodic review by the governing body. The minimum increase will be in line with inflation
- The calculation of charges will include consideration of the real costs of heat, light, sewerage and water and the cost of caretaking for the event
- Other charges are agreed by the governing body and may include an element for profit above actual costs
- Charges cover the use of toilets
- VAT is payable on some specialised facilities and equipment (further information available from the school office)
N.B. VAT registration number is 187 1551 46

The following rates will apply from the start of summer term 2016.

	Fees per hour 3.15 p.m. to 6.15 p.m.	After 6.15 pm, weekends and holidays
Hall & kitchen	£10	Additional charges for caretaking and heating (where appropriate) will apply
Playing field	£5	

This Policy has been reviewed in line with the principles set out in the Single Equality Policy.

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.

School Lettings and VAT

The letting of land, premises, or a room within a building is generally exempt from VAT. The exemption includes space for an advertising hoarding or a display, and a pitch for a car-boot sale. An inclusive charge which covers a room plus heat / light and additional facilities or equipment such as tea and coffee making equipment or audio/video equipment will still be exempt, provided the extra facilities or equipment are relevant to the letting and couldn't be used without the room letting.

Where a separate charge is made for facilities or equipment, and the facilities or equipment are independent of the main letting, the separate charges are standard rated, except that charges for electricity or gas will be taxed at the 5% low rate of VAT where the hirer is a charitable body such as a playgroup or breakfast club.

When you let a room, the exempt charge is not affected by the use the hirer makes of the room. If the hirer then charges people to attend a talk, performance or display and retains that income, his or her VAT situation will apply to the admission charge. However, if you promote a similar session and retain the admission income for your establishment, those admission charges will be taxable. An exception to this, agreed as a concession by HM Revenue & Customs, will be charges to parents for admission to a school play or orchestra performance, which are exempt.

Lettings of sports facilities, pitches or other equipment are standard rated. Sports facilities are defined as 'premises designed or adapted for playing any sport or taking part in any physical recreation'. However, letting a general school hall for (e.g.) badminton where there are merely floor markings for the courts would be exempt. The letting of a sports hall for a meeting or other non-sports activity is exempt.

Sports clubs or associations can avoid this VAT by booking a series of 10 or more sessions. This makes the charge exempt from VAT, subject to the following conditions: -

- Each session to be for the same sport or activity, and in the same place (although different pitches and courts on the same site, or different lanes in swimming pools are OK).
- The interval between each session to be at least a day and not more than 14 days. Passing midnight defines a day, so an evening session followed by a morning session counts as a day's interval (even though less than 24 hours) but not a morning session followed by an evening session.
- The letting must be to a school, club or other body with a written constitution (i.e. not just a group of individuals).
- The group must have exclusive rights during the sessions.

This covers, for example, the football team using a pitch every other week for their home matches. Payments can be made periodically during the course of the sessions, and need not be made in full in advance. Cancellations due to poor weather that reduce a number of bookings to less than 10 will not compromise the exemption.

Charges for sports facilities or equipment which involve the school in providing tuition in the activity or equipment are exempt.

Charges for parking, or holiday caravan and tent pitches on the school playing field, are always taxable.