

Oakdene Primary School



In association with
St Helens Council

Lettings Policy

Policy Adapted by: Mrs H. Lee

Date reviewed: May 2021

Date to be reviewed: May 2022

Ratified by Governors May 2021

HIRE OF SCHOOL PREMISES

LETTINGS PROCEDURE

1. Send out Standard Letter for Hire (Appendix A) including:
 - (a) Booking Form
 - (b) Indemnity Agreement
 - (c) Conditions of Letting
2. Check compliance with Governors' Letting Policy.
3. Check availability of facilities requested.
4. Confirm letting to proposed hirer (Appendix B) including VAT if appropriate (Appendix C) and method of payment. As a general rule VAT would only be chargeable for the hire of sports facilities if the booking is for less than 10 weeks.
5. Each letting should be given a unique reference number against which income should be logged. All payments received should be recorded.
6. Any queries on financial procedures/VAT should be forwarded to your Finance Officer.

APPLICATIONS

STANDARD LETTER FOR HIRE OF SCHOOL

Dear Sir/Madam,

Further to your recent enquiry, I enclose the following for your completion and return:

- (a) Standard Booking Form
- (b) Conditions of Letting
- (c) Indemnity Agreement

Please complete and sign these forms as soon as possible and return to the Headteacher, Oakdene Primary School, Ashton Avenue, Rainhill L35 0QQ

Late payers will be subject to 50% of Lettings fee in advance before future bookings can be made and promotional literature given out.

If you have any queries on the above, please contact The Headteacher, Oakdene Primary School.

Yours faithfully,

Mrs H. Lee
Headteacher

STANDARD LETTER FOR HIRE OF PLAYING FIELDS

Dear Sir/Madam,

Further to your recent enquiry, I enclose the following for your completion and return:

- (a) Standard Booking Form
- (b) Conditions of Letting
- (c) Indemnity Agreement

Please complete and sign these forms as soon as possible and return to The Headteacher

You should note that once bookings have been made and confirmed it will not be possible to reimburse for any cancellation by users without the agreement of the school.

Please also note that in the event of the grounds becoming unfit as a result of inclement weather, it may be necessary to suspend the playing of matches. It will be essential, therefore, that you contact the school on the Friday preceding each match for confirmation that the pitch is suitable for use. Unless this request is complied with, use of the facilities may be withdrawn.

If you have any queries on the above, please contact the Headteacher at Oakdene School.

Yours faithfully,

Mrs H. Lee
Headteacher

STANDARD BOOKING FORM

This form must be completed in respect of an application for a letting of the School/School Playing Field and this form of application must be received at the School not less than 14 days in advance of the proposed letting date.

1. Purpose of Letting: _____

2. Date of Proposed Letting: _____

3. Proposed Start and Finish Times: _____

4. Nature of Accommodation Required: _____
(It should be noted that charges are determined by the nature of accommodation and duration of use)

(a) Playing Fields (please tick as required)

Occasional Use

Season (Weekly)

Season (Alternate Weeks)

(b) School Buildings (please tick accommodation required)

Classroom

School Hall

Community Room

(c) Other Buildings

Kitchen (hire of equipment only)

(It should be noted that school kitchens are only available subject to a member of the school meals staff being on duty during the period of hire, therefore, a separate application must be made through the Operations Department who will issue an account for any labour costs incurred).

5. Caretaker (Delete below as appropriate)

Required: Yes / No

Time Required: From: _____ To: _____

6. Has the organisation used the school premises previously? _____

7. Name and address for account purposes (if different from below):

I accept the conditions of hire of school premises enclosed with this form and agreed to indemnify the Governors and Authority against any claim arising from the use of the premises and to reimburse the Governors and/or Authority for the cost of remedying any loss or damage occasioned by the use of the school for any function. This will be determined by St Helens Council Property Services Department in the case of buildings damage or replacement of new goods in respect of articles in School.

SIGNATURE: _____ DATE: _____

ADDRESS: _____

TEL. NO.: _____

FOR AND ON BEHALF OF: _____

LETTING OF SCHOOL PREMISES

INDEMNITY AGREEMENT

(1) Name of Premises: _____

(2) Name of Organisation Hiring Premises: _____

In consideration of the Governors of Oakdene Primary School granting me/us the use of the facility/facilities requested at the above premises I/we agree to pay the School the sum of £ _____ (per _____) and to replace or pay to the School/Council the cost of making good any damage caused to the premises by reason of the use of the premises by me/us.

It is further acknowledged and agreed that the Governors and the 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 the Council, its officers, servants and agents against all actions, costs, claims and demands arising out of any accidents 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 or the Council, its officers, servants or agents.

It is further acknowledged and agreed that I/we will indemnify the Governors and the 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 enactment in that behalf for the time being in force in respect of any performances or any literary, dramatic or musical work, which takes place or which is given whilst the said premises are being used by me/us, our servants or agents.

SIGNED: _____

DESIGNATION: _____

DATE: _____

CONDITIONS OF LETTING SCHOOL PREMISES

1. The hirer will make all arrangements to ensure adequate protection of school property and equipment.
2. The hirer shall be fully responsible for the orderly nature of the function and shall ensure compliance with the following safety issues, reporting accidents, first aid, faulty equipment, fire/emergency evacuation. Further details can be obtained from the Head Teacher.
3. Attendance shall be limited to the number of persons which may be comfortably and safely accommodated on the premises.
4. It is the responsibility of the hirer to obtain all the appropriate licences.
5. The school will not be held responsible for the loss of or damage to the property of hirers or guests.
6. The hirer shall not interfere with the gas, electrical or water fittings.
7. The hirer shall not sub-let the premises.
8. The school shall have the right to cancel any function without notice.
9. The hirer shall sign a form indicating his acceptance of these conditions and indemnifying the School and the Council against any claims arising from the use of the premises and shall reimburse the School or Council for the cost of remedying any loss or damage occasioned by the use of the school for any function.
10. There shall be no general admission to the public to any function and no money shall be taken at the door as guests are admitted (ie. admission shall be confined to ticket holders). Sale of tickets must be limited to members of the organisation and friends.
11. All articles found in the building shall be handed to the Caretaker.
12. School accommodation will not be let for any lecture, entertainment or purpose having, in the opinion of the Governors, an immoral or vicious tendency.
13. A 10% deposit is payable in advance of the booking. This deposit is refundable provided the booking is cancelled, by the user, at least 2 weeks before the start date. The signatory of the application form will be responsible for ensuring that this is carried out.
14. Payment of gratuities to any member of the School Governors, School Staff or the Servants of the Education Authority and acceptance thereof by such servants is forbidden.
15. After the letting the premises should be left in a perfectly clean state and where this condition is not observed the hirer shall be refused further lettings.

16. The Caretaker has the right to remove any person from the premises who infringes any of these regulations and may call in the aid of the police for this purpose.
17. Any additional conditions which the Council approve shall be enforceable without notice.
18. No letting will be allowed for the purpose of private profit.
19. The premises will not be heated between the last day of May and first day of October for the hirer.

**BOOKING
CONFIRMATION**

STANDARD LETTER FOR HIRE OF SCHOOL
BOOKING CONFIRMATION

OAKDENE PRIMARY SCHOOL
Ashton Avenue, Rainhill, Merseyside L35 0QQ
Tel: 01744 678410
Email: oakdene@sthelens.org.uk

Dear

Reference Number: _____

Organisation: _____

Thank you for your completed application form.

The facilities you requested will be available for your use from _____ a.m. to _____ p.m. on _____ on the understanding the premises will be left in the same condition as at the start of the hire. The hire charge will be £ _____ per session and the total fee, shown on the tear-off slip below, is payable by _____.

Please complete the tear-off slip below and return with your remittance to the School at the above address.

Yours sincerely,

Mrs H. Lee
Headteacher

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SCHOOL:		
ORGANISATION:		
SIGNED:		
DESIGNATION:		
DATE:		
HIRE CHARGE: TOTAL DUE:		REFERENCE NO.:

STANDARD LETTER FOR HIRE OF PLAYING FIELDS

OAKDENE PRIMARY SCHOOL
Ashton Avenue, Rainhill, Merseyside L35 0QQ
Tel: 01744 678410
Email: oakdene@sthelens.org.uk

Dear

Reference Number: _____

Organisation: _____

Thank you for your completed application form.

The facilities you requested will be available for your use from _____ a.m. to _____ p.m.

on _____ The hire charge will be £_____ per session

In the event of the grounds becoming unfit as a result of inclement weather, it may be necessary to suspend the playing of matches. It is essential, therefore, that you contact the School on the Friday preceding each match for confirmation that the pitch is suitable for use. Unless this request is complied with, use of the facilities may be withdrawn.

Please complete the tear-off slip below and return with your remittance to the School at the above address.

Please forward a copy of your fixture list to the school as soon as possible.

Yours sincerely,

Mrs H. Lee
Headteacher

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SCHOOL:		
ORGANISATION:		
SIGNED:		
DESIGNATION:		
DATE:		
HIRE CHARGE:		REFERENCE NO.:
TOTAL DUE:		

V.A.T.

PROBLEM AREAS/TOPICS OF INTEREST

LETTINGS – Facilities for Sports and Physical Recreation (see over for simple room hire)

1. Introduction
- 1.1 The letting of facilities designed or adapted for playing any sport, or taking part in the physical recreation is normally Standard Rated.
2. Type of Facilities
- 2.1 Stadia, Swimming Pools, Tennis, Badminton and Squash Courts, Gymnasias, Cricket and Football Pitches, Golf Courses, Skating Rinks, Dance Studios. Also any other specially designed, adapted or equipped land or premises.
3. Exception to Standard Rating
- 3.1 Single lets of 24 hours or more continuous period, to the same person, are exempt from VAT provided the person to whom they are let has exclusive control of them throughout the period.
- 3.2 Series of Lets – the supply may be exempt for a series of sessions providing the following conditions are satisfied:
 - (a) the series consists of 10 or more sessions;
 - (b) each session is for the same activity;
 - (c) each session is in the same place;
 - (d) the interval between each session is at least a day and not more than 14 days;
 - (e) the series is paid for as a whole and there is written evidence to support this, which must include evidence that payment will be made in full for the series whether or not the right to use the facility is exercised on all occasions. Such evidence would be a formal agreement, exchange of letters or an invoice issued in advance requiring payment for the sessions specified on the invoice;
 - (f) the facilities are let out to a school, club, association or an organisation for an affiliated club; and
 - (g) the person has exclusive use of them during the sessions.
- 3.3 Lettings to individual persons, family groups and informal groups taking part in sport – where one person makes a booking for a group of individuals. (Lettings to commercial bodies and schools or academies are not covered by this exemption.)

4. Refunds

- 4.1 Provision for a refund in the event of unforeseen non-availability of the facility would not break the conditions of the agreement but a refund under any other circumstances would. The result being that VAT would be due on all payments received.

5. Sports Facilities Let Other Than for Sport

- 5.1 The letting of premises for other purposes, eg. a sports hall let for a political meeting would be exempt.

6. Ancillary Supplies

- 6.1 Where other facilities are supplied, ie. changing rooms, floodlights and are included in the let, they are normally regarded as incidental to the let and have the same VAT liability.
- 6.2 If optional Extras, ie. a supply of staff, are made, such supplies must be treated according to normal VAT rules.

7. Room Hire

- 7.1 Simple room hire, including tables and chairs, is exempt.
- 7.2 Room hire including tables and chairs and teas and coffees is exempt except where separately identifiable charge is made for refreshments – in this case the refreshments element is vatable.
- 7.3 Room hire including tables and chairs and the hire of a kitchen which the hirer can use for the preparation of refreshments – exempt.
- 7.4 Room hire including tables and chairs where catering is supplied by the Local Authority – room hire exempt, catering element standard rated.
- 7.5 Room hire including tables and chairs plus specialist equipment, eg. overhead projector, flipchart, audio visual, computer etc. – exempt except where a separately identifiable charge is made for equipment, in which case that element is standard rated.

8.0 Theatre Hire

To a theatre group where the group accounts for VAT on takings and the Local Authority provides no staff – exempt.

PROBLEM AREAS/TOPICS OF INTEREST

USE OF LAND/PROPERTY

1. Introduction

1.1 There are 4 main types of supply you may make in relation to Land/Property.

2. "An Interest In" Land/Property

2.1 You make an interest in Land/Property if you "sell" or "grant a lease" on a building or a piece of land.

3. "Right Over Land"

3.1 You make a supply of a right over land if you:

- (a) grant to someone mineral rights over land;
- (b) grant to the owner of neighbouring land a right over your land to make his property better and more convenient. This is technically known as easement. An example would be to allow someone to lay pipes or cables across your land.

4. "Licence to Occupy"

4.1 You are making a supply of a licence to occupy if you:

- (a) let land and buildings, eg. grant a right to occupy a particular room or office. Often expressed by creating a relationship of licensor and licensee, where terms fall short of a formal lease or tenancy;
- (b) hire a hall or other accommodation for meetings, conferences, etc.;
- (c) grant a trading franchise, where it permits occupation of particular premises;
- (d) grant a catering concession where the caterer is granted a licence to occupy specific areas;
- (e) grant a concession to operate a shop within your shop where the concessionaires are granted a space from which to sell their goods or services;
- (f) grant permission to erect and maintain advertising hoarding, display stands etc.;
- (g) grant the use of a pitch in a market.

4.2 It is necessary to be careful to distinguish between licences to 'occupy' property/land and the 'use' of any facilities it may offer.

4.3 This licence can be written or oral, but must give the person a clearly defined site and a right to exclude other people. All supplies as detailed in 2, 3 and 4 above are exempt from VAT.

5. “Licence to Use”

5.1 This type of licence will be Standard Rated.

5.2 Examples are:

- (a) allow someone to enter a field to see the view;
- (b) grant admission to a cinema, show or event;
- (c) grant permission to enter your land or premises to use specialised facilities;
- (d) supply of storage or safe custody.

6. Standard Rated

6.1 There are some uses of land which are always Standard Rated. See list in Chapter 8.

Charges

- Letting of Community Room or Learning Zone or any one classroom or school hall = £15 per hour or £60 per day.
- Letting of Community Room or Learning Zone or any one classroom AND school hall = £15 per hour or £70 per day.
- No additional charge for the use of the school field, in conjunction with any other room booking.
- Letting of school field only – School not open = £10 per hour or £60 per day.
- If Caretaker is required then current overtime rates will be paid as applicable.
- If opening/closing is required, current rates (currently £17 to open & £17 to close as set by St Helens Security Service) will be applied to the hirer and included in the fees.