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## **LETTINGS POLICY FOR GRANGE SCHOOL**

### **Introduction**

The Education and Inspections Act 2006 placed a duty on the governing bodies of maintained schools to promote community cohesion.

The Governing Body of Grange School should regard the school buildings and grounds as a community asset and will make every reasonable effort to enable them to be used to promote community cohesion where this is compatible with the Governing Body's duty to run the school for the benefit of its pupils.

The use of school facilities by other organisations should be considered where they:

- Increase the range of activities available to pupils of the school, such as evening, weekend or holiday activities run by third party organisations or groups
- Benefits the wider community of the school or the pupils through the offering of social, recreational or leisure activities to the public
- Generates additional income or offsets existing costs through the hire of facilities to third party organisations or groups

It is important that the cost of hire at least and ideally more than, covers the marginal cost of hire including caretaking, cleaning, opening and closing the premises, fuel & light and an appropriate allowance for 'wear and tear'. This ensures that the school budget share does not subsidise the cost of a letting and ideally the letting should generate resources for the school.

### **Charging for the use of Facilities**

The Governing Body is responsible for setting charges for the use of the school facilities by third party organisations. In setting the level of charges, the Governing Body should consider the full cost of the use of the facility, including caretaking, cleaning, opening and closing the premises, fuel & light, insurance costs, wear and tear and an appropriate administrative charge:

- Where the use of school facilities do not directly benefit the pupils of the school, charges should usually be set at a level which covers the full cost of the use of the facility, including a net contribution to school funds.
- Where the activities further the charitable purposes for the benefits of pupils, the Governing Body has discretion to set the level of charges at a level that



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recovers less than the full cost of the use of the facility, within the context of appropriate budgetary control.

- Use of the premises for activities such as staff meetings, parents' meetings, Governing Body meetings and extra-curricular activities of pupils supervised by school staff, fall within the corporate life of the school and are therefore not chargeable.

## Charging Examples

A private childcare company uses the soft play area for 2 hours a day during school holidays to offer play sessions for children who may not be pupils of the school. The Governing Body sets a charge for the use of the facilities that covers the full cost plus administration and a 5% contribution to school funds.

A parents' group sets up a weekly evening play session for pupils of the school. The charge set for the use of the facilities covers the direct cost of caretaking to open and lock the school during the session, but the charge does not cover the full cost because the activity is for the benefit of pupils.

## Acceptable Use

Activities on school premises must not discriminate or promote discrimination against any person on the basis of gender, ethnic origin, age, religion, sexuality or disability.

## Administrative Process

Organisations/individuals seeking to hire the school premises should approach Grange School who will have identified a point of contact to their requirements and clarify the facilities available. A **School Letting Request Form** should be completed at this stage. The Governing Body has the right to refuse an application and no public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.

Once a letting has been approved, a letter of confirmation will be sent to the hirer, setting out full details of the letting and enclosing a copy of the terms and conditions and the **Hire Agreement**. The letting should not take place until the signed agreement has been returned to the school. The person applying to hire the premises will be invoiced for the cost of the letting in advance, in accordance with the Governing Body's current scale of charges



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The hirer should be a named individual and the agreement should be in their name, giving their permanent private address. This avoids any risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure.



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## **TERMS AND CONDITIONS FOR THE HIRE OF THE SCHOOL PREMISES**

All terms and conditions set out below must be adhered to. The “Hirer” shall be the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

### **Status of the Hirer**

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist purpose or at odds with the ethos and values of Grange School. The hire agreement is personal to the hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of creating any tenancy between the school and the hirer. Persons may have to undergo, at the discretion of the Governing Body, a criminal record check via the Disclosure and Barring Service (DBS) at their cost. If a particular letting involves contact with the school’s pupils, all personnel involved must undergo a DBS check, in accordance with Manchester City Council policy. 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 in time. A charge for this will be levied. Any adults working with the school’s pupils (for example, at an after school sports club) must be appropriately qualified.

The Headteacher will resolve conflicting requests for the use of the premises, with priority at all times being given to school functions.

The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approval given or exceed the capacity of the premises.

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 and be responsible for providing adequate supervision to maintain order and good conduct.

It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.



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## Damage, Loss or Injury

**EITHER:** The Governing Body has arranged appropriate public liability insurance to cover all 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. A pro-rata cost of the insurance premium should therefore be included in the hire charge.

**OR:** The Hirer warrants to the Governing Body that it has appropriate public liability insurance 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. The expected limit for this insurance cover is £10 million, although in certain circumstances for particular activities lower limits may be considered, subject to satisfactory risk assessments. The Hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.

***(Delete whichever of the alternatives does not apply- this will be dependent on whether the School has arranged appropriate public liability insurance).***

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.

~~The times during which the premises are available~~

~~The areas (including thoroughfares) that are available~~

## Furniture and Fittings

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.



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## **School Equipment**

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 they are using, and for the equipment's safe and appropriate use.

## **Electrical Equipment**

Any electrical equipment brought by the Hirer onto the school site **MUST** comply with the LA code of practice for electrical equipment. Equipment must either have a certificate of safety from a qualified electrical engineer or be inspected by the LA with an appropriate charge levied. The intention to use any electrical equipment must be notified on the application.

## **First Aid Facilities**

***There is no legal requirement for Grange School to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. Use of the schools resources is not available***

## **Fire Regulations and Health and Safety**

The person responsible for the security of the premises before, during and after the hire will explain the fire procedures to the hirer. The advice will specifically relate to emergency evacuation procedures, fire alarm points and firefighting equipment, assembly points and roll call of personnel, location of telephone and how to summon the Fire Brigade and emergency services. A written copy of schools fire evacuation procedures will be issued to hirers.

Any specific health and safety guidance given to the hirer by the school or another qualified individual must be adhered to at all time.

## **Food and Drink**

No food or drink may be prepared or consumed on the property without the direct permission of the Governing Body, in line with current food hygiene regulations. All litter must be placed in the bins provided.



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## **Smoking**

The whole of Grange School premises is a non-smoking area, and smoking is not permitted.

## **Copyright or Performing Rights**

*The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the Local Authority and or the Governing Body against all sums of money which they 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**

*The Hirer shall not sub-let the premises to another person.*

## **Charges**

Hire charges are reviewed annually and the current charge (excluding VAT) is set out in the **Lettings Request Form**

## **Addition of Value Added Tax**

The VAT treatment of general and sports lettings is discussed later in this note – in some circumstances, the Let will be a standard rated supply, and in others it will be an exempt supply. Because of wider VAT considerations within the Authority, Governing Bodies should minimise the number of lettings that are definable under the rules as 'exempt' supplies.

If the supply is standard rated, VAT at the current rate should be added to the published hire charge.

## **Licences**

The Hirer is responsible for obtaining all necessary licences, consents and/or permissions that may be required from any source in connection with this letting and the activity stated in the Lettings Request Form.

## **Variation of Scales of Charges and Cancellations**

The Hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by the Governing Body on an annual basis) and that the



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letting may be cancelled, provided that in each circumstance at least 28 days notice either way is given. It is the Hirer's responsibility to notify interested parties in writing (where appropriate) of any changes in dates or venues at least a week in advance.

## **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 may not be allowed or cancelled. Only named key holders may operate the security system. Keys should not be passed to any other person without direct permission of the Governing Body of the school.

## **Child and Adult Protection**

The Governing Body and any organisation is responsible for ensuring adequate arrangements for adult and child protection are in place. This includes that all adults supervising, running or supporting activities are recruited in accordance with appropriate POVC and POVA requirements and that they have appropriate qualifications for the activities.

## **Right of Access**

The Governing Body reserves the right of access to the premises during any letting. The Headteacher or members of the Governing Body may monitor activities from time to time.

## **Interference with the operation of the school**

The hirer may not interfere with the normal running of the school either during the period of the hire or as a consequence of the activities conducted.

## **Conclusion of the Letting**

The Hirer shall, at the end of the hire period, leave the accommodation in a reasonably tidy condition, all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional cost may be charged.

The Governing Body may terminate the letting at any time if the Hirer is in breach of these conditions.





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### **Vacation of Premises**

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children taking part in an activity until a responsible adult collects them.

### **Promotional Literature/Newsletters**

The Headteacher must sanction a draft copy of any information to be distributed to participants or through the school, a week prior to distribution by the Hirer.



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**SCHOOL LETTING REQUEST FORM**

**SUMMERTERM 2015/2016**

NAME OF GROUP OR ORGANISATION:

\_\_\_\_\_

NAME OF APPLICANT: \_\_\_\_\_

ADDRESS:

\_\_\_\_\_

\_\_\_\_\_ POST CODE \_\_\_\_\_

TELEPHONE:

HOME \_\_\_\_\_ MOBILE \_\_\_\_\_

WORK \_\_\_\_\_ EMAIL \_\_\_\_\_

ROOMS REQUIRED:

\_\_\_\_\_

NATURE OR ACTIVITY:

\_\_\_\_\_

DATES OF SINGLE LETTINGS:

\_\_\_\_\_

TIMES:

\_\_\_\_\_

DATES OF MULTIPLE LETTINGS: (SPECIFY EXACT DATES)

DAY: \_\_\_\_\_ TIMES: \_\_\_\_\_ HOURLY RATE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I confirm that the information given in this form is correct and I agree to accept the conditions outlined overleaf.

Signature of Applicant:

\_\_\_\_\_ Date: \_\_\_\_\_

Letting Approved:

\_\_\_\_\_ Date: \_\_\_\_\_



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## Conditions of Use

### (To be printed on reverse of School Lettings Request Form)

1. Application for a letting does not guarantee acceptance. All applications will be confirmed, or otherwise, by the School.
2. The Hirer will be required to pay the letting charge if the appropriate notice of cancellation is not given. The Hirers must give a minimum of 14 days' notice of any cancellation. Any changes to the letting are at the sole discretion of the School and a formal written request must be made 5 working days before the Letting.
3. The School reserves the right to cancel or amend this letting in the event of the premises subsequently being required for school activities. In this event as much notice as possible will be given but the school will not be under any obligation to offer alternative accommodation.
4. The letting must be correctly supervised by the Hirer who will undertake to pay for any damage caused by their use of the premises and are responsible for their own third party and public liability cover. The Hirer will also indemnify the Governing Body and the LA against any claims, prosecutions, legal action, costs and demands arising from the letting.
5. Multiple Lettings: All accounts are payable within 14 days from the date of the account. The school reserves the right to refuse the hirer subsequent admission to the premises if any account remains unpaid after this period.
6. Single Lettings: Payment for single lettings must be made to the school before the commencement of the letting.
7. If a letting over-runs the time booked, an additional charge may be made.
8. The school reserves the right to amend the charges giving **14** days notice.
9. The hirer must be fully conversant with the fire drill for the premises and the position of appliances and emergency exits. They must also keep a register of attendees so that in the event of an evacuation of the building the hirer is responsible for informing the Emergency services that all have been evacuated safely.
10. Failure to comply with the Conditions of Use may result in a letting being cancelled and may jeopardise any future application.



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11. The hirer shall not sub-let the hired premises or any part thereof. Should the hirer do so the hiring agreement will be cancelled immediately and no refund will be issued for any balance of fees previously paid. The hirer and sub-hirer will be excluded from the hired premises
12. In the event of loss or damage occurring as a result of negligence or carelessness on the part of the hirer, or where the School has good grounds for presuming that the damage occurred at this time and was not reported, the School reserves the right to make a charge to the Hirer to cover the costs of repairing the damage and making good the loss
13. Liability insurance is the responsibility of the hirer
14. It is the responsibility of the hirer to inform the users as to the locality of the emergency exits and procedures in case of fire or other emergency. The hirer is also responsible for the effective control of the users and their safe and orderly departure to and from the hired premises in the case of an emergency
15. It is the responsibility of the hirer to carry out their own risk assessment
16. It is the responsibility of the hirer to ensure that adequate first aid provision is available
17. It is the responsibility of the hirer to notify the school of any accidents occurring on the school premises for monitoring purposes (although there is no legal obligation to do so)
18. Certain uses of the School may require a Public Entertainment Licence. The hirer is responsible for the application of any such licences and shall inform the School of the intention to apply for a licence before it is submitted
19. The Hirer shall not allow:
  - Any article of a dangerous or offensive character, any flammable materials or any naked flame to be brought onto the hired premises
  - Any animal (except properly trained guide dogs) to enter or remain on the hired premises and grounds, except by prior agreement
  - Any alterations to lighting arrangements or the introduction of any electrical equipment, without the prior written consent of the school
  - The use of chalk, polish or any other materials on the floors
  - The wearing of unsuitable footwear that may cause damage to the floors and/or cause a health and safety risk
  - Any fixtures or decorations to be attached to the walls
  - The rooms to be re-arranged, except by prior agreement
  - Any food or drink of any kind to be brought onto the premises, except by prior agreement
  - Any smoking anywhere on the School premises/grounds

### **Right of Entry**

1. The School reserves a right of entry to the hired premises by any representative of the School at any time during the hiring
2. The School may expel or cause to be expelled from the hired premises any person creating a disturbance or behaving in an indecent, inappropriate or unlawful manner



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### **Code of Conduct**

School is located in a residential area. In recognition of the needs of the surrounding community and the rights of all visitors to Grange School the Governors request that all users of the School facilities conduct themselves in a manner that is conducive to a pleasant and safe environment for all

School has adopted a 'Code of Conduct' which all visitors to the School must follow. These include:

1. The use of foul language is forbidden
2. Litter must be placed in the bins provided
3. Speed limits must be adhered to when accessing the school.
4. Whilst it is accepted that participating in sport generates noise, it is requested that all efforts are made to keep noise to a minimum
5. Violent or threatening behaviour will not be tolerated
6. No chewing gum is allowed
7. No smoking is allowed
8. Consideration at all times for the multi-users of the school
9. No dogs (except assistance dogs)
10. There is to be no alcohol consumed on the school premises or grounds.

When visitors fail to abide by the 'Code of Conduct' or behave in an unreasonable manner, the School may restrict their future use of the facilities, which may lead to the hire agreement being cancelled



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### VALUE ADDED TAX

General letting includes letting of halls, rooms, kitchens etc. However, the letting of facilities for sports and physical recreation are dealt with separately. The VAT treatment of various types of general letting is detailed in the table below.

HIRE OF ROOM, HALL OR THEATRE	VALUE ADDED TAX
1. Hire of a room including tables and chairs.	Exempt from VAT
2. Hire of a room including tables and chairs with the provision of light refreshments (tea and coffee).	Exempt from VAT
3. Hire of a room including tables and chairs together with hire of a kitchen that the hirer can use to prepare food and drink.	Exempt from VAT
4. Hire of a room including tables and chairs where the catering is supplied by the school.	Standard rated – VAT
5. Hire of a room including tables and chairs and a bar facility that is operated by the school.	Standard rated – VAT
6. Hire of a room including tables and chairs, flipchart and overhead projector.	Exempt from VAT
7. Hire of a room including tables and chairs and the use of computer facilities.	Standard rated – VAT
8. Hire of a theatre to a theatre group to put on a play. The theatre group operates the theatre and retains the box office takings.	Exempt from VAT
9. Hire of a theatre to a theatre group to put on a play. The theatre retains the box office takings. The school provides staff to operate the theatre.	Standard rated – VAT
10. Hire of a theatre to a theatre group to put on a play. The hire includes a bar facility which is operated by the school.	Standard rated – VAT
11. Hire of a Hall without the use of any equipment.	Exempt from VAT

**If the space is let to another Manchester school or a department of Manchester City Council, the let is outside the scope of VAT. The VAT rules stated above do not apply. Please use VAT indicator H.**



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### 3.2 Letting of Facilities for Sports and Physical Recreation.

The VAT rates and classifications relating to hiring out various types of sports and recreational facilities are listed on the following table.

HIRE OF SPORTS AND RECREATIONAL FACILITIES	VALUE ADDED TAX
1. Grass field with line markings and goal posts.	Standard Rated – VAT
2. All-weather sports facility.	Standard Rated – VAT
3. Hire of sports hall with line markings and equipment to play football, badminton, tennis, cricket, volleyball, netball etc.	Standard Rated – VAT
4. Hire of hall or room with equipment for gymnastics, trampolining, table tennis.	Standard Rated – VAT
5. Hire of sports facilities – numbers 1 to 4 above – for more than 24 hours or for a series of ten or more periods. SEE NOTES BELOW.	Exempt from VAT
6. Hire of hall or room with equipment for martial arts activities, weight training, keeping fit.	Standard Rated – VAT

In most cases the income generated will be taxable at the standard rate

. However, if the letting is for a continuous period of more than 24 hours or for a series of ten or more periods, and the letting arrangements comply with the following conditions, the income from the hire charge will be exempt from VAT.

These conditions are: -

- Each series of lets consist of 10 or more sessions;
- Each session is for the same sport or activity;
- Each session is in the same place, although a different pitch, court or lane, or different number of pitches, courts or lanes is acceptable;
- The interval between each session is at least 1 day but not more than 14 days. The duration of the sessions may be varied, however, there is no exception for intervals greater than 14 days through the closure of the facility for any reason - including summer holidays;
- The series is to be paid for as a whole and there is written evidence to that fact. This must include evidence that payment is to be made in full whether or not the right to use the facility for any specific session is actually exercised. Provision for a refund given by the provider in the event of the unforeseen non-availability of their facility would not affect this condition;
- The facilities are let out to a school, club, association or organisation representing affiliated clubs or constituent associations, such as a local league;



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- The person to whom the facilities are let has exclusive use of them during the sessions.

**If the sports or recreational facility is let to another Manchester school or a department of Manchester City Council, the let is outside the scope of VAT. The VAT rules stated above do not apply. Please use VAT indicator H.**

### **3.3 Impact on the City Council**

There is a limit on the level of exempt income the Council can generate. If this limit is exceeded, VAT penalties amounting to several million pounds can be levied against the Council. Since schools are effectively part of the Council, the exempt income generated by schools will count against the Council's limit. **Therefore, schools are requested to AVOID any hiring of sports or recreational facilities which will be exempt from VAT i.e.: hiring out facilities for more than 24 hours at a time or to block book for ten or more periods as detailed above.**