



Lettings Policy

GEORGE STREET PRIMARY SCHOOL
“Where Learning Comes Alive”

Approved by	
Head Teacher:	Angela Hughes
Governing body:	
Last reviewed on:	Mar 2024
Next review due by:	Summer 2027

Introduction

The Governing Body 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. However, the overriding aim of the Governing Body is to support the school in providing the best possible education for its pupils, and any lettings of the premises to outside organisations will be considered with this in mind. Lettings will only be sanctioned where it is clear that the security of the school and its contents will not be compromised.

The school's budget will not be used to subsidise any lettings by community or commercial organisations. A charge will be levied to meet the additional costs incurred by the school in respect of any lettings of the premises. As a minimum, the actual cost to the school of any use of the premises by an outside organisation must be reimbursed to the school's budget.

The Local Authority has a legal requirement placed on them to provide accommodation for certain bodies, i.e. community language classes, as outlined in Section P of the HCC Property Matters guide.

Governor Responsibilities

The Law states that governors control the use of the school premises outside normal school hours, but they must comply with any directions given by the Local Authority.

The Local Authority controls the use of community school premises during normal school hours, but the day-to-day management is the responsibility of the Headteacher. If there is a surplus of accommodation during the normal school day then the Headteacher can let those facilities on a normal letting basis (i.e. governors cannot enter into a lease or tenancy agreement).

Management and Administration Of Lettings

Roles and responsibilities of Headteacher, other staff and governors are detailed below.

The **School Business Manager** will:

- be responsible for daily control of school lettings
- establish a central booking system
- apply the criteria agreed by the governing body and consult the Resources Committee on requests for bookings which do not meet them or where there is a potential conflict of interest.
- Delegate the following responsibilities to:

The **Office Manager** who will

- ensure all hirers have the appropriate insurance cover
- ensure all hirers complete the appropriate forms
- maintain records for each hirer
- invoice for each hire

The **SBM** and **Caretaker** who will

- ensure H&S compliance for each hirer
- be responsible for the allocation of keys for the purpose of a letting

The **Governing Body** will:

- balance the desire to generate income against the desire to support “worthy” groups within the community
- agree the criteria to be used when deciding which groups are to be allowed to use the premises and consider requests for bookings against those criteria.
- take a positive approach to enhancing learning opportunities for the whole school community through promoting community use of the school
- ensure that use by external organisations does not degrade the standards of the facilities to the extent that they are no longer suitable for use by pupils
- consider issues of political balance
- consider the implications of all requests received for the health, safety and security of pupils and staff
- consider the implications for workload of all staff of any decisions it makes
- take advice from the LA on the charges to be levied.

All lettings are subject to the standard conditions as laid out in the Hertfordshire County Council Terms and Conditions booklet, which must be supplied to all new hirers.

All lettings must be supervised by **an approved key holder** and a charge for this will be added to the total cost of the letting. At the discretion of the Headteacher, long-term lettings can be allowed to be self-supervised providing the hirer contact details have been strictly verified. However, should the hirer need to call out a key holder for assistance, a charge will be made for the key holder’s time, which will not be less than one hour. All keys are signed for; a list of key holders is kept in the school office. All keyholders to be advised the location of emergency shut off points for gas, water and electricity.

For health and safety reasons, the kitchen cannot normally be let for catering purposes. Should a hirer wish to use the kitchen as part of a letting, the permission of the Catering Manager must be obtained first.

Charging Rates

The governors determine their own charges for all lets outside the Free Letting Scheme taking into consideration basic running costs, e.g. heating, caretaking and cleaning, etc. These rates are reviewed by the Resources Committee on a bi-annual basis, usually as part of the budget setting process, and the new rates approved through the Governing Body as recorded in their minutes. The new rates are normally implemented from the start of each academic year or when the new policy is ratified, whichever is the earlier date.

The school is expected to apply the governor approved rates for all hirers to the school. However, to promote community use and to benefit pupils of George Street, the Resources Committee may use their discretion to give a discount to certain hirers. This must be discussed with the Headteacher prior to agreement and details recorded with the hirers records.

All lettings charges will be reviewed annually and hirers given one term's written notice of changes

Cleaning is not included in letting charges, as all those hiring an area of the school must leave it as they found it. Should this not be the case, a charge for additional cleaning will be made.

Letting applications

Enquiries for the hire of the school premises are directed in the first instance to the School Business Manager who will identify their requirements and clarify the facilities to be made available, the letting rate and the availability of a key holder if required to supervise the hire. A written request should then be made at this stage. This request must be confirmed in writing by the school and a copy of the terms and conditions supplied.

The school has the right to refuse all letting requests and terminate all regular lettings at any time. If the hirer wishes to terminate the agreement during the period of hire they must give six weeks written notice. A letting should not take place until a signed agreement has been returned to the school. The person applying to hire the premises will be invoiced for the cost of the letting.

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

At the start of each hire period the hirer is asked to complete the 'Application to Hire Accommodation And/or Services' form (LT01), setting out the facilities that they wish to use, the time that they wish to attend and the proposed dates on which they wish to use the facilities. The 'Terms and Conditions under which Accommodation and Services can be Provided' (LTO2) should be read and must be agreed to when completing the LT01 form. For on-going lettings, a new application form is required at the start of each term. The application forms are forwarded to the Office Manager who ensures that the facilities and dates are available.

All applications to hire the premises are approved and signed by the Headteacher and in accordance with the delegation given by the Governing Body. The application form is then passed to the Office Manager for retention in the 'Lettings' file.

Insurance

Prior to the first session of any hire period, the Office Manager will ensure that the hirer holds their own public liability insurance with a minimum value of £5,000,000. A copy of the insurance certificate must be obtained and passed to the office staff for retention in the 'Lettings' file. If the hirer does not hold their own insurance, a charge will be made to include them in the school's cover, taken out through the Insurance Section at County Hall. This charge will be 5% of the session cost, or £1.00 per session, whichever is the greater. These charges are noted in the 'Lettings' file and paid over to the Local Authority as the premium in the following academic year.

Lettings file

The Office Manager maintains a record of all hirings and school use of the premises. A note is kept to reflect any issues that may arise, e.g. failure to turn up, cancellation and the reason why. The 'Lettings' file is referred to when raising invoices or dealing with queries raised by the hirer.

VAT

Where the hire involves the use of the school sports hall or sporting facilities, consideration must be given to the potential for VAT, as set out in the Local Authority 'Property Matters' guide and Section 12 of the 'Financial Handbook for Schools.' Where it is not clear whether the hirer is a club, the Local Authority questionnaire will be used to determine whether VAT is chargeable. All commercial users of sports facilities are charged VAT.

The hire of equipment and some other specialist areas of the school may also be subject to VAT. In these instances, the School Business Manager will either consult the VAT guidance published on the grid or the taxation advisers at County Hall. All hirers will be notified as to whether VAT is to be included in the hire, prior to the letting taking place.

Invoicing

For hirings, the Application to Hire Accommodation and/or Services' form (LT01 (appendix A) is used to calculate the cost and copied to the hirer as supporting information with the invoice.

Invoices for casual hires are raised two weeks prior to the event taking place and full payment is expected 72 hours before the date of the hire. Failure to make payment will result in the hiring being cancelled.

Invoices for regular hires need to be settled in advance of the hire period commencing otherwise the hire agreement may be terminated. If, during the period of a long term let, the school is unable to honour a requested hire date, a refund will be issued at the end of the letting period (either half term or term). Reasons for this may be due to school events such as end of term play or parents consultation evenings etc.

All income received is collected through the School Office and recorded in the accounting package. Any insurance contributions and any VAT liability are itemised separately. All income received must be paid into the school budget share account via the Lettings cost centre.

Hire charges must be fully paid in advance of each session of hire.

Free Lets

Use for purposes associated with the school or the following purposes may include:

- Meetings of school societies
- PTA activities
- Teachers' Association meetings
- Sunday schools and clubs
- Religious services and meetings
- Other community users at the discretion of the Headteacher

Category A

Use for other educational purposes and by local bodies for meetings and classes including –

- Keep Fit classes – outside bodies
- Study classes
- Sports clubs

Category B

All use except those in category A above including –

- Social use where public is invited and a charge for admission is made
- Public performances of music drama etc.
- Fundraising activities (except PTA)
- Other charging bodies or clubs

Charging rates

School Location	Category A	Category B
	Cost per hour	Cost per hour
Main Hall	£25	£30
Dining area	£20	£25
Classroom	£30	£35
Playground	£20	£25
Playing Field	£20	£25

Please note that all lettings will be charged per hour and access to the school grounds will only be permitted for the time in which you have stated on the LT01 form.

The use of the school for holiday sports clubs is currently charged at £45 per day under the discretion of the Headteacher.



Lettings Indemnity form

INSURANCE COVER – to comply with the conditions of the hiring agreement.

Please circle applicable statement:

- * I maintain a Public Liability Insurance Policy and have provided the school with a copy of the current insurance certificate.
- * I wish to be covered by George Street Primary School’s Public Liability Hirers Insurance Policy during the period of hire and agree to pay the premium cost of 10% of the hire with the hire charge.
- * I understand that there is an excess payable by me of £200 relating to each and every claim for loss or damage to George Street Primary School’s property arising from my hire of the premises
- * I hereby undertake that in the event of claims arising during my hire of George Street Primary School’s premises I shall not admit liability to the claimant but immediately forward such claims with a brief report on the incident to the Jenny Hearne, Office Administrator, George Street Primary School,

Declaration - Please read before signing:

Any licenses necessary and the Theatres Act 1968 and the Cinematograph Acts 1909 and 1952 have been or will be observed and any requirements of the Licensing Justices, where necessary, have been or will be met. I agree to pay the charges due as required and hereby certify that the premises and grounds will be used only for the purpose stated:

Print Name: _____ Organisation: _____

Signature _____ Date _____

For School Use Only:

It is confirmed that the accommodation required is available for the time and date(s) requested.

Signature: Date:



Clubs & Associations VAT Exception form

(Or an Organisation representing affiliated clubs or constituent associations e.g. local league)

Declaration of Eligibility for VAT Exemption in respect of a Series of Sessions

Note all references to Clubs should be taken to apply to Associations and organisations representing affiliated clubs or constituent associations.

I hereby declare that I represent the following club:-

.....

And that to the best of my knowledge, the following statements characterise the set up of the club:-

- The Club is an organisation of persons (more than one) with an identifiable membership.
- The membership is bound together for a common purpose by an identifiable Constitution or Rules (these may be written or oral).

Signed:.....

Print Name:.....

Date:.....

Please detail any evidence you have attached to support your declaration below:

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