



Letting

POLICY



Do justice,
love kindness
and walk humbly
with your God Micah 6.8

School Name

St. Andrew's Southgate

Updated

March 2023

Review Date

March 2025

Objectives

The Governors recognise the following principles, namely that:

- 1) the school premises represent a significant capital investment and should be fully utilised to attract funds to use for the benefit of pupils and the school;
- 2) the premises are a valuable community resource;
- 3) a profit margin would be welcome when derived from individual or organisation usage.

a) Applications for Designated Status

The Governing Body reserves the right to determine those individuals or organisations they deem suitable to allow rent the premises. The Governors will review this list each year in September / November for the purpose of deciding whether an individual or organisation hire is still appropriate. At other times of the year applications for use of the school premises will be dealt with by the Governing Body on an 'as and when' basis.

The Governors have decided that for the purpose of charging, there will be four categories of users.

These are: St Andrews Southgate Parent Teacher Association, educational groups, local community groups and church groups

b) Conditions of Hire

The Governors' have adapted the terms and conditions from The Diocese of London Board for School (LDBS) which are listed in the Appendix 1.

c) Administration of Letting

The Governors recognise they have a responsibility to vet applicants and organisations who wish to make use of the school premises. Accordingly, they have delegated the authority to accept applications for hire to the following persons:

- 1) Resources Committee
- 2) Headteacher

d) The Administrative Process

Those seeking to hire the school premises should approach the Headteacher (or other designated member of staff), who will identify their requirements and clarify the facilities available.

All formal hiring of the schools premises, including those for which no charge is made will be properly documented. All hirers must complete a lettings form, read and sign the terms and conditions of hire (see Appendix 1). The terms and conditions of hire is a contract which the Governors may enforce at law.

Once it has been decided to proceed with the letting, a letter of confirmation will be sent to the successful applicant. 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 accordance with the Governing Body's current scale of charges.

e) Variations

No individual or organisation is allowed to vary the terms and conditions on which the school premises are hired, nor to deviate from the Governors' published charging policy.

f) Value Added Tax

The Governors are constrained by law to apply value added tax to all transactions where this is appropriate.

g) Charges for a Letting

The Governing Body is responsible for setting charges for the letting of the school premises. A charge will be levied which covers the following:

- 1) Cost of services (heating, lighting and catering);
- 2) Cost of staffing (additional security, caretaking and cleaning) including “on-costs”;
- 3) Cost of administration;
- 4) Cost of “wear and tear”;
- 5) Cost of use of school equipment (if applicable);
- 6) Fee in lieu of use of premises, i.e. a rental value.

In order to achieve full cost recovery, the School Business Manager, Site Manager, Energy Service provide should calculate costs using school financial and energy costs based on actual room sizes. Charges will increase by 2% every April.

Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the various Hirers.

The specific charge levied will be reviewed annually by the Resources committee (or alternative, as appropriate), for implementation from the beginning of September/November of the academic year. Current charges will be provided in advance of any letting being agreed.

The Governors are mindful of their responsibilities in safeguarding the school from bad debt. Therefore payment at the time of booking is the norm. Cheques or direct debit are both acceptable. Full payment is expected at least two weeks before the due date for use of the premises. This is to ensure all cheques are cleared by the bank. Failure to do so will mean that no further use of the premises can be made until such costs are paid in full. Legal proceeding will commence in cases where such payments are not forthcoming.

All letting fees which are received by the school will be paid into St Andrews Southgate School bank account, 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 will regularly monitored to ensure that a least a “break even” situation is being achieved.

The school must ensure that the Hirer has ensured that the number of persons using the premises does not exceed that for which the application was made and approval given, and that all terms and conditions are being adhered to, including responsibility for payment of all fees or other sums due in respect of the letting.

The Governors will be willing to consider special charges for long term bookings based on their economic viability and compatibility with schools objective.

LETTINGS CHARGES COMMENCING 1st APRIL 2022 – 31st March 2023
(CHARGES WILL INCREASE BY 2% EVERY APRIL)

September 2021 Rates	Saturday (per hour)	Monday – Friday (per hour)
Hall	£31.11	£31.11
Year 6	£9.96	£9.96
Year 5	£9.96	£9.96
Year 4	£9.96	£9.96
Year 3	£9.96	£9.96
Year 2	£9.96	£9.96
Year 1	£9.96	£9.96
Reception	£9.96	£9.96
Centenary Room	£9.96	£9.96
Conference Room	£9.96	£9.96
Playground	£31.11	£31.11
Car Park	£31.11	£0.00

LETTINGS CHARGES COMMENCING 1st APRIL 2023 – 31st March 2024
(CHARGES WILL INCREASE BY 2% EVERY APRIL)

September 2021 Rates	Saturday (per hour)	Monday – Friday (per hour)
Hall	£31.73	£31.73
Year 6	£10.16	£10.16
Year 5	£10.16	£10.16
Year 4	£10.16	£10.16
Year 3	£10.16	£10.16
Year 2	£10.16	£10.16
Year 1	£10.16	£10.16
Reception	£10.16	£10.16
Centenary Room	£10.16	£10.16
Conference Room	£10.16	£10.16
Playground	£31.73	£31.73
Car Park	£31.73	£0.00

LETTINGS CHARGES COMMENCING 1st APRIL 2024 – 31st March 2025
(CHARGES WILL INCREASE BY 2% EVERY APRIL)

September 2021 Rates	Saturday (per hour)	Monday – Friday (per hour)
Hall	£32.36	£32.36
Year 6	£10.36	£10.36
Year 5	£10.36	£10.36
Year 4	£10.36	£10.36
Year 3	£10.36	£10.36
Year 2	£10.36	£10.36
Year 1	£10.36	£10.36
Reception	£10.36	£10.36
Centenary Room	£10.36	£10.36
Conference Room	£10.36	£10.36
Playground	£32.36	£32.36
Car Park	£32.36	£0.00



**h) HIRE OF
ST ANDREWS SOUTHGATE (CE) PRIMARY SCHOOL'S
PREMISES**

Appendix 1 – Application Form and Terms and Condition for the 'Hirer'

To be completed by the person, aged 21 or over, who will be responsible for the payment of the charges for the use of the accommodation and other facilities and who will give the indemnity required by the conditions described in Part D.

*This application must be forwarded to the person named at the bottom of this page as early as possible and not less than **14 calendar days** before the date of the proposed use.*

i) PART A ~ APPLICATION

(please complete in black for good photocopying and print throughout)

1) Main Contact

Organisation	
Company Registration Number	
Person Applying	
Day time telephone	
Mobile	

2) Person Responsible for Payment

Contact Name	
Address	
Town	
County	
Postcode	
Day time telephone	
Mobile	

3) Nature or object of meeting/event :

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4) Accommodation required

Accommodation required	No. of chairs/tables	Day of week	Date / No. of weeks	Time of proposed occupation	
				From	To
<i>(e.g) Main Hall</i>	<i>15 chairs And 10 tables</i>	<i>Saturday</i>	<i>18/11/16 = 15 weeks</i>	<i>8.30am</i>	<i>2.30pm</i>

5) Number of people expected to attend (see Part D No.12) _____

6) School equipment requested

7) Will equipment be brought on to the premises? YES / NO

8) On behalf of the organisation / person described in (1), whose authority I have to bind them by signing this application, I accept the Conditions of Hire described in Part D.

Signed: _____

Name: _____ Date: _____

**Completed application to be sent to the School Business Manager at St
Andrews Southgate Primary School (CE)
(finance@st-andrews-southgate.enfield.sch.uk)**

PART B ~ VAT Regulations - Relating to the use of Sports Facilities

The letting of school sports facilities is standard rated for VAT purposes. However, if **all** of the following conditions are met, the letting may be treated as exempt:

- a. The series of lettings is for 10 or more sessions.
- b. Each session is for the same sport or activity.
- c. Each session is at the same place.
- d. The interval between each session is at least one day and not more than 14 days.
- e. The contract is for the whole series. This must include evidence that payment is to be made in full for the series whether or not the right to use the facility for any specific session is actually exercised.

A formal agreement, exchange of letters or an invoice will be sufficient evidence.

Provision or a refund in the event of unforeseen non-availability of the facility will not break the Condition, but provision for a refund in other circumstances will . It is acceptable for payments to be made in instalments, provided that the full amount is paid whether or not the facilities are actually used on each occasion.

- f. The facilities are let to a school, a club, association or an organisation representing affiliated clubs or constituent associations (such as a local league).
- g. However, if the facilities are let to an individual or private organisation rather than any of the above, the exemption does not apply, even if the other conditions are met.
- h. The organisation to which the facilities are let has exclusive use of them during the session.

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

Signed: _____

Name: _____

Date: _____

PART C ~ To be completed by the School

1 Date application received: _____

2 Rates to be charged:

	£	p
Hire charge		
Lighting and heating		
Site Manager / school-keeper		
Other costs		
Other costs		
Total payment due		

3 Payment due before: _____

4 Hirer's insurance - description of evidence seen: _____

_____ date seen: _____

5 Car-parking arrangements: _____

6 Any Special arrangements to be made: _____

7 Responsible person from the school on duty for the letting: _____

8 People to be notified: _____

School representative arranging letting: _____

9 Any other information

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1 Insurance: The hirer must arrange **public liability insurance:**

- ♦ to protect the hirer against third party claims for loss, damage, injury or death arising out of the use of the premises for not less than £2 million, and
- ♦ to provide an indemnity cover in respect of damage to the premises hired for not less than £2million where such damage can be attributed to the negligence of the hirer or his/her employees or agents;
- ♦ indemnity should be extended to include the Governing Body of the school.

The hirer shall indemnify the Governing Body of the School against:

- ♦ all claims, loss, damage or injury which may be brought against or suffered by the Governing Body arising from or in consequence of their hiring of the school premises or equipment;
- ♦ the cost of reinstating or replacing any part of the premises or any property which shall be damaged, destroyed or removed during the period of the hiring of the premises;
- ♦ any infringement of copyright which may occur during the hiring (if applicable).

2 Health and Safety: The hirer is responsible for ensuring that all people using the school premises during the hire period are aware of exits, emergency exits and that the hirer's staff know the location of fire-fighting equipment.

No exits or corridors may be blocked or fire-fighting equipment removed.

3 Alcohol: Alcohol may not be consumed on the school premises without the written permission of the Governors¹.

4 Licences and copyright: The hirer is responsible for obtaining all necessary licences and copyright consents. The Governors are entitled to require proof of a licence and copyright consent 48 hours before the hiring.

(Licences are issued by the local authority and are usually required for:

- ♦ any function at which alcohol is sold;
- ♦ an entertainment advertised to the general public, whether on payment or otherwise.

Licences are not required for:

- ♦ bazaars, jumble sales, car-boot sales, bingo, whist-drives etc where the proceeds are for the school;
- ♦ wedding receptions, private parties.

Copyright consent may be obtained from the Performing Rights Society: tel- 020 7580 5544 or email- musiclicence@prsformusic.com)

5 Car Parking: Arrangements for parking on the school premises to be notified to the hirer by the Governors when the application is accepted.

6 Smoking: Smoking is not permitted anywhere inside the school buildings.

7 Payment:

- ♦ Occasional lettings: a non-returnable deposit of 50% shall be paid when the application is made; the balance to be paid no later than the day of the event.
- ♦ Block bookings: payment to be made on invoice at the beginning of each term with full payment required by the half-term.

8 Fixtures and Fittings: No fixtures or fittings or other objects shall be driven into the fabric or furnishings, or affixed to them, without the prior written agreement of the Governors.

9 Use of furniture and equipment: The movement of school furniture and equipment from room to room is not permitted, unless previously agreed in writing with the governors. The use of all equipment and apparatus is subject to the prior written agreement of the Governors.

10 Hirer's apparatus / equipment: The hirer shall obtain the Governors' written agreement to the bringing onto the school premises of any apparatus or equipment. The hirer shall ensure that such apparatus or equipment is removed within such time as the Governors may allow. Any property

¹For all conditions, "Governors" means Governors or their appointed agent, the Headteacher or Deputy Headteacher.

not so removed may be removed by the Governors at the hirer's risk; the cost of such removal, together with any storage charges incurred by the Governors, shall be recoverable from the hirer.

11 **Liability:** The Governors shall not be liable for any loss or damage caused to the hirer or to any other person as a result of:

- a) any failure or defect or want of repair in any of the fixtures, fittings, furniture, equipment or appliances belonging to the school or LA at the school; or
- b) any failure or interruption in the supply of water, gas or electricity to the accommodation; or any defect or want or repair in the premises or in the means of access to the premises; or
- c) any theft or malicious or accidental damage to or loss of any property of any person taken or left at the premises.

12 **Numbers:** The hirer shall not allow on the school premises more than the number of persons stated in the application form.

13 **Use of premises:** The use of the school premises is limited to the times and nature of the event described in the application form. The hirer is responsible for ensuring good order is maintained throughout the period of hire.

14 **Advertisements:**

- a) No advertisements, emblems or slogans shall be displayed outside the school premises without the prior written permission of the governors.
- b) The hirer shall remove from inside the premises any advertisement, emblem or slogan if, in the opinion of the Governors, is unlawful, unseemly, likely to lead to a disturbance or expose the premises to undue risk of fire.

15 **Right of entry:** The Governors, the Headteacher, Deputy Headteacher and others appointed by the Governors, shall have right of entry to the premises during the hiring.

16 **Reporting damage:** Any damage to the premises or its contents by the hirer must be reported on the day of hire to the school-

keeper or person from the school supervising the letting. This must be followed by a written report on the damage caused.

17 **Additional conditions:** The Governors reserve the right to provide additional conditions to those described in this paper as they consider appropriate.

18 **Condition of premises:** The hirer is responsible for leaving the premises in the same condition as it was before the hire and for ensuring that everything is clean and tidy.

19 **Cancellation:**

k) Occasional bookings: The hirer to give at least 10 calendar days' notice of a cancellation.

l) Block-bookings of a term or longer: at least two months' notice of cancellation to be given by the hirer or Governors. Shorter periods of notice may be mutually agreed.

m) If the Governors consider it likely that any one of these conditions will not be complied with by the hirer, the Governors may terminate the hiring forthwith by written notice to the hirer.

n) If, during the period of a hiring, any Governor, the Headteacher or any other authorised member of staff who may be present is of the opinion that any of these conditions have not been complied with or that disorder, damage to property or an illegal act has taken place or is threatened, that person may summarily terminate the hiring by oral notice to the hirer, or (in his/her absence) to any other person or persons apparently in control of the proceedings, whereupon the premises shall be vacated forthwith.

o) In the event of the hiring being cancelled under either c) or d) above the Governors shall be under no liability to refund any payment made for the hiring or to compensate the hirer or any other person for any loss or damage sustained in consequence of the cancellation.

