



Loreto High School Chorlton

Lettings Policy
(Including Terms and Conditions of Hire)

Approved by Finance Committee: October 2017

Introduction

The Governing Body regards the school buildings and grounds as a community asset and makes 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 are considered with this in mind.

A letting must not interfere with the primary activity of the school which is to provide a high quality education for its students.

This policy forms part of the Terms and Conditions of Hire of any confirmed booking. Should the Hirer fail to comply with any part of these Terms and Conditions or act in any way which is, or could be deemed to be in conflict with the effective running of the school, the school is entitled to terminate the letting agreement forthwith and the Hirer and any guests will be required to vacate the premises. The decision of the school will be final and binding and the school will in no way be liable to the Hirer for the return of paid fees or any other compensation if the hire is terminated in accordance with this clause.

Making a Booking

Hirers seeking to hire the school premises should contact the School and clarify the facilities available. A Booking Request & Confirmation 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 copy of the Booking Request & Confirmation Form signed on behalf of the school will be sent to the hirer, setting out full details of the letting including conditions of hire. The letting should not take place until the booking has been confirmed by the school, as evidenced by the signature on the Booking Request and Confirmation Form. The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the current scale of charges.

Payment Terms are as follows:

Single Bookings: Where the booking is 7 days or less away, full payment is required with the Booking Request and Confirmation Form. Otherwise, a minimum deposit of 25% of the hire charge is required to secure the booking. The balance must be paid at least 7 days before the booking. If payment is not received during this period, the school has the right to cancel the booking.

Multiple Bookings: The hirer will be invoiced on a calendar month basis. Payment for invoices must be received by the school within 21 days of the invoice date. The school reserves the right to refuse the hirer subsequent admission to the premises if any account remains unpaid after this period. A deposit may be required to secure the booking, at the discretion of the school.

A discount of 15% may be available for block bookings of 10 sessions paid for before the first session. Partner organisations may be eligible for discounts at the discretion of the Governing Body.

Alternative payment terms may be available if agreed in advance, at the discretion of the Headteacher.

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 and adherence to these terms and conditions. The hirer or designated supervising adult must be present at all times during the hire, or notify the school if the event is cancelled, finishes early, or in the event of an emergency.

Status of the Hirer

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

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist purpose. No betting, gambling or gaming is permitted on school premises. 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 Baring Service (DBS) at their cost.

If a letting is for children under the age of 16, hirers must ensure that all staff have been appropriately vetted by the DBS.

If a particular letting involves contact with the school’s pupils, all personnel involved must undergo a DBS /CRB 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.

The hirer shall at all times comply with the requirements of the school staff in respect of the use of the school premises. The hirer is only permitted to use the areas designated for the hire and shall ensure that all persons attending their event are made aware of and abide by this restriction. The hirer may only use the premises for the purpose agreed with the school. The activities involved and areas of the premises subject to hire must be declared on the Booking Request and Confirmation Form.

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.

Damage, Loss or Injury

The school does not undertake to maintain any insurance save those required by law. The Hirer must have appropriate public liability insurance to cover all its legal liabilities for causing personal injury or death 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.

The school will arrange insurance for hirers who are individuals and community groups at a cost of 10% of the hire charge if they are unable to provide evidence of public liability insurance of £10m.

All other hirers must provide evidence of public liability insurance before commencement of the hire.

The Hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.

The hirer must report details of all accidents and incidents to the school staff immediately.

In addition to the hiring fee, a damage deposit may be requested at the discretion of the Headteacher. This deposit will be used to pay for any costs associated with damage caused by the hirer. Any costs over and above the deposit will be invoiced to the hirer. Any unused deposit will be returned at the end of the hire agreement.

The hirer and delegates use the premises and facilities at their own risk. 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.

Charges and Cancellations

A copy of the current scale of charges is available from the school Finance Office.

The charges will be reviewed by the Governing Body on a regular basis.

Unless an alternative agreement is made and confirmed in writing with the Headteacher, cancellation terms are as follows:

If the hirer cancels a booking on written notice received by the school Finance Office 30 days or more before the start of the session, there will be a refund of sums paid for these cancelled sessions. There will be no refund for sessions cancelled by the hirer with less than 30 days' notice. If the hirer terminates a booking where they have paid in advance for 10 sessions, they will be required to pay the VAT on the previous completed sessions.

The School reserves the absolute right to cancel a booking at any time; as much notice as possible will be given. In such an event the school's liability will be limited to the deposit or fee paid by the hirer.

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.

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.

The Hirer must ensure that use of school ICT by themselves or other people attending their event is always responsible and professional and does not bring the school's reputation into disrepute. Offensive or illegal material must not be browsed for, viewed, downloaded, uploaded or sent to anyone. The hirer must notify the school via the Finance Manager if they access an unsuitable website or receive an offensive email.

Internet, email and all other ICT use may be monitored and recorded to ensure compliance with school policies, to prevent the spread of computer viruses, to resolve a user problem or to ensure there is no improper or illegal use.

The school may exercise its right to intercept email and to delete inappropriate materials where it believes inappropriate or unauthorised use of the school's information system may be taking place, or the system may be being used for criminal purposes or for storing unauthorised or unlawful text, imagery or sound.

Day to day monitoring is controlled by the IT Network Manager.

The hirer is responsible for ensuring that the hirer and all people attending their event:

- Respect system security and only access the school network with the user name and password they have been allocated by the school. Passwords should be kept secure. Access to the school internet will not normally be granted to persons under the age of 16, unless they are a pupil.
- Do not allow unauthorised individuals to access email, internet or intranet and
- Do not install any software or hardware onto school ICT equipment without permission from the Head of ICT Services.

Hirer's Equipment

Any electrical equipment brought by the hirer onto the school premises must comply with current health and safety requirements and have evidence of being recently PAT tested- The school reserves the right to ban the use of any equipment considered to be unsuitable.

First Aid Facilities

There is no legal requirement for the 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. All hirer's must have appropriate arrangements for first aid. Evidence of the first aid qualifications of designated first aiders must be supplied before the booking can be confirmed.

Car Parking

The hirer is responsible for making arrangements for the orderly parking of cars within the designated areas, ensuring that fire evacuation routes are kept clear and passengers and pedestrians are safe.

Fire Regulations and Emergency Procedures

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 fire fighting 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.

The Hirer is responsible for ensuring that all supervising adults and participants are familiar with the terms and conditions of hire relating to health and safety and evacuation of the

building procedures. The hirer must provide enough supervising adults to handle an emergency and must not rely on school staff to provide support.

The hirer must keep a register of attendees so that in the event of an evacuation of the building the hirer can inform the emergency services of who has been accounted for.

No open fires or candles may be lit.

The hirer must ensure that fire equipment is not moved or tampered with, except in an emergency and all emergency exits are kept clear at all times.

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.

Intoxicating Liquor and Substances

No alcoholic drinks or illegal substances or 'legal high' type substances shall be brought on to or consumed on the premises, unless prior consent is given.

Smoking

The whole of the school premises, including the school grounds, is a non-smoking area, and smoking is not permitted.

Noise

It is the hirer's responsibility to monitor noise levels during their event and ensure that they are reasonable and that there is no disruption to the school's neighbours.

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 Education 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.

Addition of Value Added Tax

The VAT treatment of general and sports lettings is discussed later in this policy – 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. Copies must be supplied to the school at least 7 days before the event.

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 who are employed by the Governing Body may operate the security system. Keys should not be passed to any other person without direct permission of the Governing Body of the school.

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 or staff may monitor activities from time to time.

Conclusion of the Letting

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

Vacation of Premises

The Hirer shall ensure that the premises are vacated promptly at the end of the letting, removing all equipment belonging to the hirer. The hirer is responsible for supervising any children taking part in an activity until a responsible adult collects them. Failure to vacate the premises at the agreed time may incur additional charges.

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.

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. 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.

	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

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

Note – the standard rate of VAT is 20% from 4 January 2011

Dated: 16/10/2017

Due for review: September 2018