

HOLY TRINITY C of E SCHOOL, East Finchley



'At Holy Trinity School we promise to provide opportunities for every child to be the best that they can be.'

We aim to create a happy and secure Christian environment in which children can grow in confidence and independence.

We strive for excellence in teaching and learning to achieve high standards together.'

Our vision is to create a family rooted in love for one another where children and adults can flourish and achieve their potential to reach their own spiritual, academic and personal goals.

"Love one another. As I have loved you, so you must love one another" John 13v34

Policy Name: **Lettings Policy**

Target Audience	Parents, Staff and wider community
Curriculum / non curricular	Non curricular
Associated Policies / Documents	Lettings Documents
New Policy or Review of existing policy.	Review
Date of Submission	November 2019
Date for Review	November 2021
Reviewed	Bi-Annually
Date ratified by Governors	November 2019

Lettings Procedures

Introduction

The Governors allow the school facilities to be hired for appropriate activities by members of the school community and the wider community. Income generated for lettings is retained in the Governors' account which is used to support the work of the school.

1 School Lettings

A letting to individuals and groups is at the discretion of the Governing Body who delegates responsibility for decision making for lettings to the Headteacher.

Lettings Definition

A letting is where the school makes a specific part/s of its premises and/or facilities available for use by a third party (i.e. an individual or group that has a separate legal identity to the school. For example, letting out its hall to a community sports club. In doing so there is a legally binding contract between the school and the third party.

The letting of school premises must not be confused with Extended School Community Focused Activity. If the facility is tutored/ run by a person employed or contracted by the school, then this would be deemed a Community Focused Extended School Activity, otherwise the activity is deemed to be a letting. This distinction is very important as Lettings have a different legal basis from Community Focused Activity.

The use of the school premises at all times other than during the school day is under the control of the Governing Body of the school (or the Local Authority [LA] in certain circumstances). (Education Act 1986, sect.42 no.2).

2 Preparing for lettings

a) Letting requests

These will be noted in the school diary and referenced with the Lettings Application Forms.

b) Lettings Application/Booking Form

This must be completed by all hirers.

c) Conditions of Hire

These are to be supplied to every prospective hirer with the Lettings Application Form. The conditions shown at Annex I must be used for all lettings.

d) Charging Policy

The charges will reflect the running costs which must be recovered. For this we will need to estimate such matters as the caretaker's overtime, additional heating, cleaning, administration etc. Additionally, a charge may be made to cover for the use of the accommodation (i.e. profit element). VAT, if applicable, will also be charged.

e) Insurance

The school must ensure that there is appropriate insurance cover before it undertakes any lettings. There will be a charge for insurance on all lettings of 7.35% unless the hirer has their own Public Liability insurance. This will be checked with the insurers, and notification will be given if a hirer is using the school's PL insurance.

f) Lettings Invoices and receipts

These will be issued to all hirers by the school.

g) Safeguarding children

All hirers holding events where children will be present will need to undergo a minimum police check. This will entail supplying full name and date of birth to the school. These details will be passed to the Local Authority who will carry out a List 99 check. The letting will only be authorised when this has been completed satisfactorily. This procedure will operate for "one off lettings". For block bookings a DBS clearance will be required. The school can assist with this but the cost of the check must be paid by the individual.

3 Booking Procedure

- All school lettings should be booked at least 4 weeks in advance of the let taking place.
- Provisional bookings should be entered in the school diary in pencil until the deposit and acceptance advice forms have been received. A reasonable time limit should be allowed before provisional bookings are deemed to be cancelled.
- When a Letting Application is received the availability of the site manager and necessary staff (including kitchen supervisor if required) needs to be ascertained.
- A form will be completed giving full details of the let (including insurance), conditions of hire and requesting a deposit. The tear-off remittance advice should

be returned to the school together with the deposit.

Later bookings should be the exception rather than the rule.

These bookings must be accepted on a “Cash Only” basis.

If all the above conditions have been met, a lettings Invoice should be prepared and an indemnity deposit should also be requested. The invoice should be sent to the hirer at least 4 weeks prior to the let in order to allow 10 working days for the cheques to clear through the bank. This should show:

- details of the lettings
- the appropriate charges in accordance with the Charging Policy
- (see 1d above)
- Insurance premium to be charged
- Rate of VAT charged must be shown, even if the rate is “0”%
- Deposit on the let has already been received

4 Filing System

- Lettings Application Forms should be filed in order of the date of the bookings.
- All invoices must be accounted for including cancelled or spoilt copies.
- When the deposit is paid an invoice will be issued
- The **blue copy** of the invoice should be sent to the Governing Body Treasurer.
- The **white copy** should be given to the hirer.
- The **yellow copy** should be filed in numerical order together with the tear- off slip from the Booking Confirmation form, showing that the deposit and indemnity deposit have been received.

Following the event a further invoice will be issued for the balance detailing the additional cost e.g. extra time used, extra caretaking and/or cleaning costs, damage etc. The supplementary invoice must charge VAT where appropriate and the balance of the indemnity deposit should be refunded to the hirer.

The invoice copies will be treated as above.

5 Indemnity Deposit

The hirer is responsible for any breaches of the conditions of hire and damage to equipment, fittings, etc. resulting from the letting. The school may therefore seek a further sum to cover such risks and to act as a deterrent. This sum should be increased if alcohol is to be consumed on the premises.

The indemnity deposit should be paid at least 10 working days in advance of the let. This does not carry VAT and should be paid into the Governors' Account as with the invoice and deposit.

After the satisfactory completion of the letting, the indemnity deposit should be returned to the hirer. However, if there is any damage to the premises or any equipment as a result of the letting or if there has been a breach of the condition of hire, some or all of the deposit should be retained in the Governors' Account.

6 Caretaking Arrangements

The caretaker should also be informed if a licence to sell alcohol is required. If this is not produced, he will not allow any alcohol on the premises.

After the completion of a letting, the caretaker will complete the lettings control records. The school will note if additional cleaning has had to be carried out and charge the hirer. The control copy of the letting invoice should be attached to the additional invoice to the hirer. The indemnity deposit balance will then be refunded.

The caretaker should complete any overtime claim form weekly and schools should keep a copy of the completed and signed form.

Overtime claim forms must be verified and checked against the yellow copy of the letting invoice. An authorised signatory, e.g. Headteacher, must certify the claim for payment. Any unused lines on the form must be crossed through to prevent any additional unauthorised entries being made.

7 Refunds and Cancellations

The general rule is that, after a booking has been confirmed and payment has been made, no refunds will be given on cancellation unless there are exceptional circumstances. Where a booking is confirmed and cancelled before the final payment is made, no action should be taken against the hirer except that the deposit on the let is kept to cover administrative costs.

If the school cancels the booking through no fault of the hirer, the whole deposit should be refunded. This should be avoided whenever possible as the school may find that it is liable for any increased costs to be borne by the hirer.

8 Block Bookings

It is anticipated that regular block bookings will be common in some cases, for example sporting activities.

HM Revenue & Customs allow a concession on block bookings of 10 or more consecutive sessions, provided that the period between sessions is more than 24 hours and less than 14 days. Such bookings do not carry VAT. It is therefore important to ensure that any cancellation of sessions within a block booking does not violate these conditions.

The same booking and invoicing procedures should be followed for block bookings as for individual school lettings, **except:-**

One invoice should be issued each term in order to meet the requirements of HM Revenue & Customs (see section 3).

In order to protect the concession in respect of VAT it is required that payments be made termly in advance. However, if this is not possible, payments may be phased over the period of the booking but **must** be received in advance of each session. Should any of the lets be cancelled and break the concession then all the lets become liable for VAT, an invoice should be raised for the VAT element of the let.

9 Value Added Tax

Regulations covering the application of VAT must be strictly adhered to as they are laid down by HM Revenue & Customs.

The letting of a room or area is exempt from VAT. However, the letting of equipment is standard rated. If however, you are letting a hall or room and a piano or chairs are included as part of the lettings, these are considered incidental to the main hire and the exemptions remain.

Should a hall and kitchen be let together they are exempt from VAT from 1st October 1995, provided the Council is not the caterer. The appropriate rate of VAT must be shown against each element on the invoice, even if that rate is 0%. **This is a requirement of HM Revenue & Customs.**

The grant of facilities for playing any sport or participating in any physical recreation is standard rated unless the hire is for more than 24 hours or is for a series of 10 or more lets. Each session in the series must be at least 24 hours and not more than 14 days apart in order for the lets to be exempt from VAT.

Admission to sporting or social events is standard rated.

The grant of a right to store goods or equipment is standard rated as is the provision of car parking. For further information please see VAT leaflet 742/1/90.

If you are in any doubt at all about any aspect of VAT contact the VAT Manager at North London Business Park on 0208 359 7182.

ANNEX 1

CONDITIONS OF HIRE OF SCHOOL PREMISES

1 Scale of Charges

The basic hire charge of **£50.00** + VAT (if required) per hour includes the use of the school hall, plus toilet facilities. The use of classrooms is not permitted except by prior arrangement, in which case an additional hourly rate of £10.00 per room is payable.

A non-refundable deposit of £25.00 is required on confirmation of the booking, the balance of the hire charge to be paid at least seven days before the date of hire. In addition we ask for a refundable deposit of £50.00 against damages or extra cleaning costs which may be incurred (see 2 and 3 below).

Cheques should be made payable to **'Holy Trinity C.E. Governors' A/c'. Limited**
car parking space is available in the staff car park.

2 Insurance, Loss, Damages etc.

All hirers must arrange their own public liability insurance cover for the duration of their period of hire. Proof must be shown to the Headteacher prior to hiring. If you would like to go on to the school's insurance a surcharge of 7.35% (and 2.5% of the 7% insurance levy) will be added to your final bill.

The school governors shall not be liable for any loss, theft or damage in respect of the hirer or any person coming onto the premises as a result of the hire.

The hirer will be responsible for any damage caused other than normal wear and tear. The hirer should ensure that stiletto heels are not worn to prevent damage to floor surfaces.

3 General Responsibilities of the Hirer

The school is set in a quiet residential area, and it is the responsibility of the hirer to ensure that good order is kept at all times.

At the end of the hire period, the premises should be left promptly, tidily and reasonably clean, otherwise extra cleaning costs will be charged.

School equipment, such as stereo equipment, must not be used without prior consent of the Headteacher.

4 Hiring of the Kitchen

The use of the kitchen is not included in the hire but tea/coffee making facilities are. At this time, as there are no suitable supervisors available, it is not possible to hire the kitchen.

5 Selling Alcohol on the Premises

The sale of alcohol beverages is not permitted without a temporary events notice having previously been obtained from: Community Protection (Regulation) Licensing Team, Barnet House, 1255 High Road, Whetstone, London, N20 0EJ. The application may be done on-line at: <https://www.gov.uk/apply-for-a-licence/temporary-event-notice/barnet/apply-1>. A member of the committee hiring the hall should obtain the notice one month in advance.

The notice must be shown to the Headteacher before the event and displayed during the period of hire. If there are any queries about the application guidance is available from L.B. Barnet on 0208 359 7443

GOVERNORS' LETTING POLICY

- 1.** The Hirer must abide by the policy of the Governors
- 2.** The school Headteacher will act on behalf of the Governors
- 3.** The school premises will be bookable depending upon the availability of the Site Manager.
- 4.** The number of people on the premises shall not normally be more than 200 (including children).
- 5.** Events requiring a London Borough of Barnet entertainment licence are not usually acceptable.
- 6.** Approval for the consumption of alcohol on the premises must be obtained in advance from the school and will normally need a licence. Evidence of the licence must be shown to the school prior to the hire.
- 7.** The rate of hire is set by the Governors and is not negotiable, except by express prior agreement of the Governors. Charges will not be calculated on less than ½ hourly periods.
- 8.** All bookings must be fully paid for seven days in advance of the hire date. In the case of block bookings, payment for at least three bookings must be made before the first hire. Only in special circumstances can this be waived and this must be negotiated with the lettings secretary prior to hire.
- 9.** In the case of block bookings having to be altered by the hirer, a refund will be given less 10% of the refund to cover administration costs. In exceptional circumstances, the school may need to cancel or amend a booking. The school would give as much notice as possible of a change. No compensation other than a return of paid fees shall be paid in respect of any cancellation or alteration.
- 10.** Hire time will be costed on entering the premises. No additional time can be allowed to prepare for the let, i.e. preparing food, setting up equipment, decorating the premises, etc., and any apparatus or equipment brought onto the premises will be removed immediately after the completion of the letting.
- 11.** There shall be no defacement or alteration to any part of the accommodation or to the furniture or fittings.
- 12.** Noise should be such as to create no nuisance to local residents.

- 13.** The school has a Non-Smoking Policy. The hirer is responsible for ensuring that no smoking is permitted anywhere on the school premises.
- 14.** The Hirer shall only use the accommodation for the purpose stated and shall have a designated person in charge present at all times. This person will be responsible for good order being kept at all times and for ensuring that the number of people attending does not exceed the estimated number given on the application form. A written undertaking to this effect must be made.
- 15.** The Governors have the right to accept or refuse any application and this decision is final.