



## Berger Primary School Lettings Policy

**Approved by:** Full  
Governing Body

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**Last reviewed on:** 29<sup>th</sup>  
June 2022

**Next review due by:**  
28<sup>th</sup> June 2022

**Sign By...**John

I'Anson.....

**Name** John I'Anson.....

**Date**...29/06/2022.....

# **Berger Primary School Lettings Policy**

## **1. Introduction**

This policy has been formulated in accordance with directions issued by the Local Authority in 2007, "The Use of School Accommodation by External Groups and Organisations."

### **Aim**

- The aim of this policy is:
- to set out the school's procedures for community use of school premises,
- to ensure that child protection is not compromised by such community use.

### **Responsibilities**

The Governing Body of the School is responsible for determining the content of the policy and the Headteacher for implementation.

### **Legislative Background**

Section 42 of the Education (no 2) Act 1986 provides for the use of school premises outside school hours to be under the control of the School's Governing Body. Subject to directions issued by a Local Authority ( HLT). Such directions cannot effectively remove the Governing Body's control. Governing Bodies are obliged to consider the desirability of Community Use of their premises but must recover the costs of opening their buildings.

Letting of the school buildings and grounds when not required for the normal day-to-day running of the school is encouraged. Letting is considered as valuable in:

- involving the community in the school
- encouraging extra-curricular activities for pupils, including those from other schools
- increasing income.

## **2. Areas available for letting**

Areas of the school available for letting and covered by this policy are:

- The main hall
- The studio
- School grounds
- Kitchen
- Classrooms
- The MUGA

Every letting is subject to the conditions attached to the Letting Agreement Form and no letting will be made unless this form has been completed and signed by both the hirer and an authorised representative of the school. A copy of the Letting Agreement Form and the Conditions of Letting are contained in Appendices 1 and 2.

A request may be refused if:

- It is considered likely to cause unacceptable nuisance to local residents.
- The purpose is considered inappropriate for an educational establishment.

### **3. Charging arrangements**

Charges for lettings take into account the purpose of the letting. For example,

- Lettings which benefit pupils (brownies, cubs, guides, scouts, sport, language classes, music, adult educational purposes etc.) are actively encouraged and income generation is considered a secondary requirement in these cases.
- Lettings to local organisations or for specific community functions may be made at reduced rates, including free of charge, where it is considered that these foster good links with the community
- Private lettings are charged at a rate which is competitive with other local facilities e.g. Another local Hackney school.

A tariff of current charges is held in the school office. Charges are reviewed annually.

### **4. Restrictions**

The following restrictions apply at all times:

- The main hall can accommodate a maximum of 120 people. If seating is required then the maximum reduces to 90 people.
- The school operates a strict No Smoking policy within the buildings.
- The school requires payment in full before the letting can proceed.
- The school may insist upon the Site Manager being present to open and close the buildings, and possibly for the duration of the letting.
- Sub-letting to another person or organisation is strictly prohibited.

### **5. VAT Regulations**

Berger Primary School is responsible to HM Revenue & Customs for ensuring that VAT regulations are correctly applied to all lettings of school facilities. The VAT rules for lettings are as follows:-

#### **Definitions**

Standard rated means that VAT has to be added to the hire charge, currently at the rate of 20%. VAT exempt means that VAT does not have to be charged.

#### **General Lettings**

General lettings of an open space such as a the main hall and studio are VAT exempt. This also applies to the use of a classroom with tables and chairs.

General lettings become standard rated if the hirer requires use of school facilities such as a projector, computer, a kitchen, or other equipment during the let.

## **Sports Lettings**

A Sports Let is defined as a physical activity undertaken in a space adapted for physical activities and is **standard rated**. The Sports Let may become VAT exempt if the following conditions apply;

- The let is a one off for a continuous period exceeding 24 hours or,
- A series of 10 or more lettings is booked by an **eligible body** \* (see below) and
- The series of lets must be to a school, club, association, or organisation **representing affiliated clubs/constituent associations (e.g. a league)**.
- The series must be at least 10 lets booked in advance.
- Each let in the series must be for the same type of activity at the same location, although different pitches, courts, etc at the site are allowable.
- The interval between each let must be at least one day and no more than 14 days. The dates should be set at the time of booking. The 14 day interval cannot be extended to take account of school holidays.
- Payment is made by reference to the whole series and this is evidenced by written agreement. Payment does not have to be made in advance, but all sessions must be paid for, regardless of whether the facility is actually used. The only exception to this is where it is unavailable due to unforeseeable circumstances – this includes adverse weather or vandalism, but excludes use for meetings, etc.
- The hirer has exclusive use of the facilities during the periods of hire. If any of the criteria are not met, then the entire series becomes taxable.
- It is important to note that the regulations are clear that if the series of lets is broken by the hirer, for whatever reason, all or part of the series of lets may become subject to VAT which the hirer will be obliged to pay.

\* An **eligible body** is defined as a club or association whose articles/memoranda of association or constitution demonstrate that they are:

- non-profit-making
- **a school, club, association, or organisation** representing affiliated clubs/constituent associations (e.g. a league).
- have in their constitution restrictions preventing the distribution of any profits except to other non-profit-making bodies or on winding up
- do not have any paid officers or paid connected officers.

**NB: ANY LETS TO COMMERCIAL ORGANISATIONS ARE SUBJECT TO VAT**

**It is up to the hirer to prove** that the club or association is an eligible body before the “series of lets’ rules” can be applied. A copy of the articles/memorandum of association or constitution must be provided for the school to keep on record. A letter confirming you meet the requirements is not sufficient.

**Unless the school receives evidence confirming your status as an eligible body VAT will have to be applied to all subsequent sports lettings.**

## **6.Safeguarding**

The school’s governing body is responsible for ensuring child protection. It is a requirement of that all those working with children, staff as well as volunteers who have ‘significant contact’ with children, have been subject to a disclosure and barring service (DBS) check. When accepting a request we ask group leaders for a copy of their child protection policy and written assurance that all staff working with children have DBS checks completed.

Every group or organisation, community or commercial, is required to have insurance cover in terms of its own activities and provide the school of any evidence of it’s safeguarding procedures.

Public Liability Insurance should cover the event of their being held liable for damage to school property and/or injuries/loss to individuals. This insurance should have a minimum level of cover of £5million. All groups are required to give a copy of their insurance certificate to the school when they are hiring accommodation (in advance of the letting).

The school ensures that appropriate child/adult ratios are adhered to. Arrangements are in place for emergencies or the unexpected e.g. arrangements for managing in the event that a child not picked up after a session run by a provider. All staff and providers working on the site during the school day or out of hours are given instruction on issues such as emergency evacuation procedures.

The school reserves the right to refuse or cancel a letting or close the facility at its discretion. We do not let to the following:

- Anyone under the age of 18 years old.
- Any organisation with an unlawful or extremist background.

## **7. School Procedures**

The Headteacher or Contracts and Facilities Manager will meet the club provider before the first session and will give instructions on emergency procedures, evacuations, “left children” and child protection issues. The school office then handles all administration of the club.



**Appendix 1 : Letting Agreement Form**

**Berger Primary School  
Letting Agreement Form**

**HIRER :**Organisation \_\_\_\_\_

Applicant Name \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Postcode \_\_\_\_\_

Telephone Home \_\_\_\_\_ Office \_\_\_\_\_

**PURPOSE :** Event \_\_\_\_\_

**PERIOD :** Date(s): From \_\_\_\_\_ To \_\_\_\_\_

Time(s): From \_\_\_\_\_ To \_\_\_\_\_

**PREMISES :** Hall \_\_\_\_\_

Studio \_\_\_\_\_

Staffroom \_\_\_\_\_

Classroom(s) \_\_\_\_\_

MUGA \_\_\_\_\_

Other Areas \_\_\_\_\_

**NUMBER OF AUTHORISED ATTENDEES:** \_\_\_\_\_

**FACILITIES :** Number of tables \_\_\_\_\_

Number of chairs (max 90) \_\_\_\_\_

Heating:From \_\_\_\_\_ To \_\_\_\_\_

**CARETAKING :** None \_\_\_\_\_

Open/close buildings \_\_\_\_\_

Duration of event \_\_\_\_\_

Other \_\_\_\_\_

**INSURANCE :** Insurance \_\_\_\_\_

Own Insurance \_\_\_\_\_ Details checked by: \_\_\_\_\_

**CHARGES :** Deposit £ \_\_\_\_\_

Hire charge £ \_\_\_\_\_

Insurance £ \_\_\_\_\_

**Total** £ \_\_\_\_\_

**I have read and agree to the conditions attached.**

Signed (Hirer) \_\_\_\_\_ Date \_\_\_\_\_

Authorised by \_\_\_\_\_ Date \_\_\_\_\_

## **Appendix 2 : Conditions of Letting**

### **CONDITIONS OF LETTING**

1. Except where specifically agreed by the school, payment must be made prior to the letting. In the event of payment not being received, the school may cancel the letting.
2. The scale of charge is determined by the school and will be commensurate with the activity/function taking place.
3. The school reserves the right to cancel any hiring without giving reason thereafter.
4. Damage of any kind (except that caused by fire, which is covered by the school's own insurance) sustained by the premises, fixtures and fittings and other chattels therein arising out of or in connection with the hire shall be made good at the expense of the hirer within one month.
5. Hirers MUST make arrangements for suitable insurance cover with a reputable company in respect of claims which might be made against them by (a) third parties for personal injury or loss or damage to property arising out of or in consequence of the hiring and (b) the Berger School and/or its Employees for any legal liability for personal injury or loss or damage to property arising out of or in consequence of the hiring. Hirers must produce the policy for approval to Berger Primary School on behalf of the Council if requested to do so. Minimum acceptable cover is £5 million.
6. The amount if any shown as the charges for Site Management is not just the cost of the staff but the cost to the school and therefore includes elements to cover the cost of government insurance and superannuation. VAT may in some circumstances be payable on this charge.
7. On days when school is in session, no article (such as pianos, tables, flowers etc) may be delivered at the school before 5.00pm on the day of use unless arrangements are made with the Headteacher for their earlier delivery.
8. Alcoholic drinks may not be brought on to the premises while the school is in session and the children are present, and all empty containers, crates etc., must be removed from the premises before school resumes after the hiring has taken place.
9. The number of persons using the premises shall not exceed the number authorised.
10. Any measures for the conservation of, and economy in, fuel consumption at school shall be rigidly enforced.
11. The use of any materials for preparing floors for dance and the wearing of shoes likely to damage floors is prohibited.
12. The premises shall not be used for any other purpose than that for which permission has been granted.



13. No public performance of a play nor any cinematograph exhibition nor any public dancing, singing or music or any public entertainment of a like kind shall be performed on the premises unless any necessary licence for the same shall have been obtained from the appropriate authority and the necessary measures taken to fulfil the conditions of that licence.
14. The hirer must have permission from the school before arranging for alcoholic drinks to be consumed on educational premises. The hirer is responsible for obtaining any licence necessary if intoxicating liquor is to be available during the hiring.
15. No inflammable films shall be used on the premises.
16. Vehicles will not be allowed on school premises, unless previously agreed with the Headteacher.
17. Copyright Act 1956. In order to conform to the conditions of the School's licence relating to copyright musical works at premises under their control, the person(s) responsible for the performance of such works must submit details to PRS for Music (formerly Performing Right Society).

This requirement applies whether free admission is granted or not. The School's licence does not cover certain items such as ballet, opera or choral works. In these cases the persons(s) responsible for the performance must first obtain special permission from PRS for Music or provide evidence to Berger Primary School that such permission has been obtained.