

Lettings Policy

Adoption

The Governing Body of Gargrave CE (VC) Primary School] at their meeting on 7th February 2019 adopted the hire arrangements policy as set out in this document.

Introduction

The Governing Body is committed to ensuring the efficient use of the school's premises and making them available for use by the local community.

However, the overriding aim of the Governing Body is to support the school in providing the best possible education for its pupils, the promotion of equality and opportunity and the community cohesion of the local area. Any hiring out of the premises to outside organisations will be considered with this in mind.

Definition of a Hire Arrangement

A hire arrangement may be defined as:

“Any use of the school buildings or grounds by parties other than the school and its partners. This may be a community group (such as a local football team) or a commercial organisation (such as a local “Weight Watchers” branch).”

The following activities fall within the day to day business of the school and are not considered to be hire arrangements.

- Pre-School events
- Governing body meetings
- Extra-curricular activities arranged by the school for pupils
- Parents meetings
- PTA meetings

The costs arising from these uses are therefore a legitimate charge against the school's delegated budget.

Types of Hire Arrangements

The Governing Body has agreed to define hire arrangements under the following categories:

- **School Hire Arrangements** for activities for pupils or their parents/carers that provide educational benefit to pupils that the school wishes to subsidise;
- **Community Hire Arrangements** for other community activities which should be made on the basis of full cost recovery; and
- **Commercial Hire Arrangements** will be charged on a cost plus an income margin for the school.

Hire Arrangement Times, Available Facilities and Equipment

The following facilities and equipment available are agreed as follows:

School Hall, School Library and Grounds

Variations to these facilities and times will be subject to the approval of the headteacher.

Priority for Hire Arrangements

Being mindful of the needs of the local area, the Governing Body has undertaken an assessment of local needs. This information has been used to determine the priorities for hire arrangements. The following hire arrangements are especially encouraged:

- Educational activities open to school pupils and their families
- Recreational activities open to school pupils and their families
- Activities organised by local community groups for the benefit of the local community
- Hire arrangements to parents attached to the school / people living in the local community / voluntary organisations / women's groups / disability groups / low income groups / children's groups / youth groups etc

The following activities are not considered appropriate for hire arrangements as they are either well provided for in the local area, are not deemed to be compatible with the ethos of the school or are not able to be accommodated within the school's facilities:

Applications

Organisations or individuals seeking to hire the school premises should contact the school office.

Following receipt of an enquiry, the enquirer shall be provided with a Hire Arrangements Information Pack which includes copies of the following:

- i. the School's Hire Arrangements policy;
- ii. the School's Terms and Conditions;
- iii. the Scale of Charges; and
- iv. the application form

All applications for the hire of accommodation must be made on the appropriate application form (H1) and submitted to the Headteacher at least three weeks before the proposed date of the hire arrangement.

Applications from young persons under the age of 18 must include the name, address and signature of the guarantor who shall be over the age of 18.

The person signing the application form will be considered to be the Hirer and in doing so will be in acceptance of the terms and conditions of the hire arrangement.

A record of all enquiries shall be kept on file.

The Headteacher will decide on the application with consideration to:

- The priorities for hire arrangements agreed by Governors and set out in the school's hire arrangements policy
- The availability of the facilities and staff
- The school's equal opportunities, health and safety, child protection policies
- The health and safety considerations such as numbers of users, type of activity, qualifications of instructors etc.

Once a hire arrangement has been approved, a letter of confirmation will be sent to the Hirer.

The Hirer will be invoiced for the cost of the hire arrangement in accordance with the Governing Body's current scale of charges. We will seek payment in advance in order to reduce any possible bad debts and/or a deposit to cover damage. A guarantee card will be

required to support cheques wherever possible. An official receipt will be issued for all payments received. All hire arrangement fees received will be paid into the school's bank account. The income and expenditure relating to hire arrangements shall be clearly recorded by the school and reported under the guidelines for Consistent Financial Reporting. The Headteacher on behalf of the Governing Body has the right to refuse an application and no hire arrangement shall be regarded as "booked" until approval has been given in writing and payment received in full. The reason for refusals shall be recorded on the application form and fully explained to the enquirer.

Charges

Whilst recognising that the School has a statutory duty to ensure that it does not suffer a net loss in hiring out accommodation, the Governors seek to set a scale of charges at a reasonable level that is not unduly onerous for those organisations within the community that operate on a voluntary basis.

Charges are set out in the Schedule of Charges.

The scale of charges shall be reviewed[annually by the Governing Body for implementation from the beginning of the next financial year or with effect from 1 April of that year. The details of current charges shall be provided in advance of any hire arrangement being agreed and users shall be given 28 days' notice in writing of any variation to charges.

For the purpose of charging, the headteacher is empowered to determine to which group any particular individual or organisation belongs. They are also able to offer any discounts or agree a subsidy for any hire arrangements, as they deem appropriate. The basis of charging will be determined by the purpose for which the hire arrangement is arranged.

The charges payable shall be those applying at the time of the hiring and not at the time of application.

The school reserves the right to require a deposit over and above the hiring charge that equates to 50% of the hire charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition necessitating their incurring additional costs for cleaning, caretaking or other expenses. Within 14 days of the end of the hire arrangement the deposit shall be refunded to the Hirer subject to any deductions that may be made for loss or damage to school premises/equipment.

The school is constrained by law to apply value added tax to all transactions where this is appropriate. The hire arrangement of rooms for non-sporting activities is exempt from VAT whereas sports hire arrangements are subject to VAT.

The minimum hire period shall be one hour.

The school will seek to recover any cost incurred by the school that is unavoidable and results directly from the cancellation of a hire arrangement. The timescale and charges for cancellations are set out in the Terms and Conditions of Use.

Management of Hire Arrangements

The Governing Body has delegated day-to-day responsibility for hire arrangements to the Headteacher in accordance with the Governing Body's policy. Where appropriate, the Headteacher may delegate all or part of this responsibility, such as security, child protection, etc to other members of staff, whilst still retaining overall responsibility for the hire arrangements process.

If the Headteacher has any concern about whether a particular request for a hire arrangement is appropriate or not, he will consult with the Governing Body.

The school should ensure that the terms of any contract for hire arrangements such as sports activities, theatre groups, cubs and scouts, etc that will require the contractor to employ staff or use volunteers to work with, or provide services for children, regardless of whether they attend the school or not, also requires the contractor to adopt and implement the measures described in this guidance. The school shall also monitor the contractor's compliance. An annual report on hire arrangements will be delivered to the Governing Body and will include information on users, finance, incidents and accidents, enquiries and any hire arrangements refused.

Security

The Headteacher has delegated authority to determine the security risk for each hire arrangement and shall be responsible for allocating a continuous security presence or other control measure.

Entrance to the school shall be via [insert details] which will be opened by the school at the agreed time. For security reasons, the school keys shall not be available to the Hirer.

The Hirer must use only that area of the premises hired and must observe any instructions given by the School concerning the areas available and unavailable.

The Hirer shall not have access to the school's landline telephone and shall be required to have access to their own acquired mobile phone for emergencies.

Conduct of Users

The Hirer shall be present at all times during the hire and shall be responsible for the maintenance of good order; special attention shall be given to:

- The behaviour of those in attendance;
- The interests of residents in the neighbourhood so that they are not disturbed or caused any inconvenience;
- Other functions being held elsewhere on school premises so that they are not interfered with;
- All those in attendance vacating the premises in an orderly manner and by the finishing time as stated on the application form.

Smoking is not allowed within the school's perimeter.

Animals, other than Guide Dogs, are not permitted anywhere on the school premises except with the express approval of the Governing Body.

Indemnity and Insurance

Neither North Yorkshire County Council nor the school shall be liable for any injury or damage to persons or property upon its premises (so far as they are legally able to do so) sustained during the hire.

The Hirer shall agree to indemnify North Yorkshire County Council, its employees and agents and the school against all actions, proceedings, claims, damages, awards or costs in respect of loss, damage, death or personal injury during the period of hire or before or after that time unless such death or injury occurs as a result of the negligence or breach of duty of North Yorkshire County Council, the school or their agents or employees.

The Hirer must be covered by public liability insurance policy with a minimum limit of £5 million including damage to the premises and its contents. It shall be necessary to produce documentary evidence of the cover when booking.

The Governing Body may at its discretion waive this requirement where the Hirer is an individual or small informal group of individuals (not using the school buildings for commercial or business purposes) who **do not** fall within the following definition and are not able to obtain public liability insurance:

- Members of any club, association or society which operates by subscription or entry fee;
- Any charity or individual organisation, carrying on business with a view to profit.

Cancellation

The Governors may end a booking arrangement by giving the User three months written notice to expire at any time.

The Governors may end the agreement immediately by notice given by them:

1. If at any time any payment due remains unpaid for more than 28 days after becoming due
2. If the user fails to remedy any breach of any conditions as set out in the terms and conditions of hire after being required to remedy such breach by 28 days notice in writing
3. If the User breaches any of the conditions as set out in the terms and conditions of hire which in the opinion of the Governors is incapable of being remedied and the Governors state this in a notice given by them
4. In extreme cases the Governors may terminate this agreement summarily without notice if it has been shown that the User has not ensured that suitable arrangements are in place with regard to the safeguarding of children, vulnerable adults and child protection in line with the requirements of current legislation and any North Yorkshire County Council safeguarding procedures.

The school will not refund any sum paid and then cancelled.

The school shall not be held liable or be required to pay compensation for any loss sustained as a result of or in any way out of the cancellation of the hire.

Appeals Procedure

If a Hirer has a hire arrangement application rejected or agreement withdrawn they have the right to appeal to the Governing Body.

The appeal should be made in writing and will be presented at the next full meeting of the Governing Body.

The Hirer will be informed of any action and/or decision taken by the Governing Body.

The Governing Body's decision is final.

Complaints Procedure

If a Hirer is dissatisfied with any aspect of the service they have received, they should at the earliest opportunity attempt to resolve this with the staff at the school. Every effort will be made to resolve disputes between parties quickly and effectively.

In the event of a dispute, the complainant should proceed as follows:

1. The relevant member of staff should be contacted to try to resolve the problem.
2. If the matter cannot be resolved satisfactorily, the Headteacher should be contacted.
3. If the matter remains unresolved, the complaint must be submitted in writing to the Headteacher.
4. Where the Headteacher has failed to satisfy the complainant, the Governing Body (or a committee or an individual governor where delegated to do so) may review the case.

Having exhausted the steps above, all unresolved disputes or differences shall be referred to a single arbitrator who shall be determined by the school's Governing Body.

Policy Review

This policy is due for review on Spring 2020

Value Added Tax Regulations

In accordance with current Value Added Tax regulations, the supply of sports facilities for playing any sport or participating in physical recreation normally incurs standard rated VAT of 20%. However, in certain circumstances organisations may be eligible for a VAT exemption for use of the following facilities:

- Sports pitches
- Swimming pools
- Sports halls
- Sports courts
- Sports equipment
- Gymnasiums
- Assembly halls

The supply of facilities for sporting activities can be exempt if all of the following criteria are met:

1. It is for a series of 10 or more periods of any duration;
2. Each period is for the same activity and at the same place,
3. The interval between periods is never less than one day or more than 14 days.
4. The fee for the hire arrangement relates to the whole series of sessions and is evidenced by a formal Hire arrangements contract issued by the Hire arrangements Service;
5. The use of facilities is exclusive to the customer or is a distinct or separate area/facilities;
6. The customer is a school, club, association, or organisation representing clubs and associations *and meets the criteria of an eligible body as determined by the HMRC*; and
7. The activity taking place is a qualifying activity (list available upon request)

The conditions governing these special arrangements are as follows:

- The minimum interval between periods of one day is a strict 24 hours e.g. if a session is booked from 7pm to 8pm one day, it is not possible for the next session to start prior to 7pm the following day without invalidating the VAT exemption.
- There must be clear evidence of a formal agreement, which must be in place prior to the commencement of the first session in a series of hire arrangements.
- Any extra charges for extended or additional sessions not in the original agreement will incur standard rated VAT at 20%.
- The formal agreement offers customers the option to pay in advance of the activity. Annual bookings for term time only use will be charged in advance/arrears of the term less VAT providing all the criteria are met and providing that there are 10 occasions booked in each term, otherwise VAT will be chargeable;
- If payment in advance is made, there will be no refund unless the sessions are cancelled due to circumstances outside of the control of the solely liable person— please see cancellation policy.
- If payment in arrears is made and a refund is given due to the customer cancelling or varying the length of any sessions then the whole hire arrangement (or term, if an annual term time only booking is made) becomes liable for standard rated VAT at 20%
- Previous qualification for VAT exemption will not be taken into account for new bookings and each application will be assessed via the above legislative criteria