

# THE PAINSLY CATHOLIC ACADEMY

## LETTINGS GUIDANCE, POLICY AND APPLICATION FORM 2018/19

### Introduction

The Board of Directors regard the school buildings and grounds as a community asset and make every reasonable effort to enable them to be used as much as possible. However, the overriding aim of the Board of Directors is to support the school in providing the best possible education for its pupils, and any lettings of the premises to outside organisations is considered with this in mind.

The school's revenue budget (which is provided for the education of its pupils) should not be used to subsidise lettings by community or commercial organisations. Charges will be levied to meet the additional costs incurred by the school in respect of lettings of the premises.

### Definition of a Letting

A letting may be defined as '*any use of the school premises (buildings and grounds) by either a community group (such as a local music group or football team), or a commercial organisation (such as a local branch of 'Weight Watchers')*'. A letting must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

Use of premises for activities such as staff meetings, parents' meetings, Board of Directors meetings and extra-curricular activities of pupils supervised by school staff, fall within the corporate life of the school. Costs arising from these uses are, therefore, a legitimate charge against the school's revenue budget.

### Lettings Policy

The Board of Directors is responsible for adopting a lettings policy for the use of the school premises – see appendix A. This is reviewed on an annual basis by the Resources committee. Charges levied include the following:

- Cost of services (heating and lighting);
- Cost of staffing (additional security, caretaking and cleaning) – including "on-costs";
- Cost of administration;
- Cost of "wear and tear";
- Cost of use of school equipment (if applicable);
- Profit element (if appropriate).

Where there are multiple lettings taking place at the same time, the costs for services and staffing may be shared between the organisations involved.

## **VAT**

In general, the lettings of rooms for non-sporting activities is exempt of VAT, whereas sports lettings are subject to VAT (although there are exemptions under certain circumstances). The VAT regulations for sports lettings are included in the lettings application form at Appendix B (para 5).

## **Insurance**

The school will ensure that the Hirer has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries 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 minimum limit for this insurance cover is £2 million. The hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.

The Painsley Catholic Academy will not be responsible for any injury to persons or damage to property arising out of the letting of the premises.

## **Management of Lettings**

The Principal of each individual school across The Painsley Catholic Academy is responsible for the management of lettings, in accordance with the Board of Directors' policy. Where appropriate, the Principal may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

## **The Administrative Process**

Organisations seeking to hire the school premises should approach the Finance Office at Painsley Catholic College and Blessed William Howard Catholic High School or the Administration Office at the academy's primary schools, who will identify their requirements and clarify the facilities available. A lettings application form (Appendix B) should be completed at this stage.

Once a letting has been approved, a letter of confirmation should be sent to the hirer, setting out full details of the letting and enclosing a copy of the terms and conditions of the hire agreement. The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the Board of Directors' Charges and Remissions policy.

All lettings fees which are received by the school are paid in to the school's budget in order to offset the costs of services, staffing etc (which are funded from the school's revenue budget). Income and expenditure associated with lettings should be regularly monitored to ensure that at least a "break even" situation is being achieved.

For long term lettings application forms should also be reconsidered on an annual basis.

# **THE PAINSLY CATHOLIC ACADEMY**

## **LETTINGS POLICY**

1. The Board of Directors actively encourages community use of the school buildings. However, it reserves the right to refuse any lettings it may choose.
2. The hirer must be willing to meet with school officials and provide details of their aims and objectives.
3. The Board of Directors will ensure that the school budget does not subsidise non-school activities and that all costs are recovered. Charges will be reviewed annually by the Board of Directors.
4. Each hirer using the school will be required to nominate a contact person. Such a person is deemed to be in charge and able to investigate any difficulties which may arise.
5. The Board of Directors will determine if a nominated person from school is required on site when the premises are being used. If not, a responsible person must be on call.
6. A Letting Application / Indemnity Form must be completed by ALL applicants. A signed copy of the application form, if approved by the school, will be returned to the hirer. For long term lettings application forms will be reviewed on an annual basis.
7. Any hirer that uses the school must be properly insured and insurance documents must be attached to the application.
8. Arrangements for the payment of each letting will be made in advance with the hirer concerned.
9. Smoking is not allowed on the premises in line with school policy.

**USE OF SCHOOL PREMISES  
APPLICATION FORM**

1. Name of Organisation: \_\_\_\_\_  
 Name of Applicant: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Email: \_\_\_\_\_

2. Name and address of person to be billed if not same as 1: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

3. Details of premises required:

(a) Name of school: \_\_\_\_\_

(b) Date(s) required: \_\_\_\_\_

(c) Accommodation Required:

Type of Accommodation		Tick if required	Time	
			From	To
Classroom (Number Required)				
School hall				
Gymnasium				
Tennis court				
MUGA (Multi-Use Games Area)				
Sports field				
Please state any additional requirements				

4. Purpose for which accommodation / premises are required: .....

a) If the letting is of a commercial nature, please supply details: .....

b) Will the general public be admitted? *\*Delete as appropriate*

*YES	*NO
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c) Details of admission charges: .....

d) Is copyright music to be performed? *\*Delete as appropriate*

*YES	*NO
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e) Will the use of a piano be required? *\*Delete as appropriate*

*YES	*NO
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f) Approximate number of people attending:

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g) Do you intend to use/bring into the premises any additional electrical equipment: (see note 6 below) *\*Delete as appropriate*

*YES	*NO
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*YES	*NO
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***\*If you answer yes to any of these, please provide further details on a separate sheet***

## **5. 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 conditions are met, the letting may be treated as exempt:-

- The series of letting is for 10 or more sessions.
- Each session is for the same sport or activity.
- Each session is at the same place.
- The interval between each session is at least one day and not more than 14 days.
- 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 would be sufficient evidence. Provision for a refund in the event of unforeseen non-availability of the facility would not break the Condition, but provision for a refund in other circumstances would. 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.
- The facilities are let to a school, a club, association or an organisation representing affiliated clubs or constituent associations (such as a local league). 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.
- The organisation to which the facilities are let has exclusive use of them during the session.
- Please note, all of the above conditions must be complied with or VAT will become due for the entire series of bookings as per HMRC regulations

***/we have read the conditions outlined above and apply to be exempt from paying vat as we fulfil the criteria***

SIGNED: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

NAME OF ORGANISATION: \_\_\_\_\_

DATE: \_\_\_\_\_

**6 Memorandum of Agreement and Indemnity to be completed for all applications:**

In consideration of the Principal of the school granting me/us the use of the aforementioned premises, I/we agree to pay to the school the prescribed hire charge and to replace or pay to the school the cost of making good any damage caused to the premises by me/us.

It is further acknowledged and agreed that the Directors give no warranty of the suitability of the premises for the use to which I/we intend to put them and I/we hereby agree to indemnify the directors, their officers, servants and agents against all actions, costs, claims and demands arising out of any accidents and/or loss which may occur on the said premises during their use by me/us provided that the same is not due to any negligence, omission or default of the directors, their officers, servants or agents.

Under no circumstances shall the permanent electrical installation be altered or otherwise interfered with. Permission for HIRERS to erect any temporary wiring for specific function or purpose shall only be carried out on approval by the Principal of the school. Further I/We undertake to check and inspect the facilities to ensure that they are clear and free of hazardous material, debris and spillages prior to use.

It is further acknowledged and agreed that I/we will indemnify the directors in respect of all actions, costs, claims and demands arising out of any breach of copyright as defined in the Copyright Act 1956, or under any other enactment in that behalf for the time being in force in respect of any performance of any literary, dramatic, or musical work, which takes place or which is given while the said premises are being used by me/us, our servants or agents.

(The hirer should produce evidence that this indemnity is protected by adequate insurance cover).

**Signature**

.....

**Print Name**

.....

**Designation**

.....

**Date**

.....

## SCHOOL USE ONLY

1. This application for the use of school premises is acceptable to us: \*YES \* NO  
(delete as appropriate)

2. The Principal has determined that this will be:-

1. A free letting (delete as appropriate) \* YES \* NO

2. A chargeable letting at a cost of £..... per hour  
/session plus VAT where applicable

3. Lettings income will be collected by the school.

Signed: ..... (Principal)

Date: .....

Name of school: .....

Name of Hirer: .....