



**BJS Federation of Schools**

# **Bonneville Lettings Policy**

Policy Adopted: Spring 2022

Signed   
Ms A. Parker, Executive Headteacher

Signed   
Mr N. Hiley, Chair of Finance, Resource and Personnel Committee

## **RATIONALE**

The school believes that its premises can play a major role in the local community by providing a variety of accommodation and facilities for the general public with the additional aim of enhancing and creating a better understanding between the different communities in the area.

## **AIM**

The aim of this policy is to provide guidelines for the use of school facilities for the benefit of the school and its community. To enable the school management to achieve this aim the Governing Body has drawn up the following policy:

## **POLICY STATEMENT**

- The needs of the school that is of the Head teacher, staff and pupils shall be given priority.
- The school will always aim to balance the allocation of lettings to community use and to general hirers.
- The school has the right to refuse any request for hiring.

## **GVERNORS' RESPONSIBILITIES**

- The Governors will consider each application for lettings on its own merits and take into account:
  - The nature of the letting activity
  - The advantages to the local community
  - The effect this would have on daily school life
  - The effect it would have on local residents
  - The level of supervision being suggested
  - The space available and the suitability of the space for the proposed letting
  - The agreement of the Site Manager/Assistant Caretaker to work overtime for the letting
- All lettings are subject to the approval of the Head Teacher in discussion with the Resources Committee

## **ORGANISATION**

- Enquiries for the hire of the school premises should be made to the Finance Officer at Bonneville Primary School.
- All applications must be made on the booking form for hiring premises or facilities
- Hirers must sign that they have read and agreed the terms and conditions.
- A letting will only be confirmed on receipt of the completed booking form. A copy of the lettings policy will be issued with the booking form.
- A deposit will be requested for certain lettings if the booking is cancelled a week prior to the booking than the deposit is forfeited.
- Payment for all long term lettings shall be paid monthly in advance where appropriate. No refunds will be given if the hirer is unable to fulfil his/her part of the lettings agreement.

- Standard rate VAT is payable by hirers on short-term hire of sports facilities for physical recreation, however there are some exemptions. Any exemptions will be clarified to the hirer when the application form has been received by the school.
- Insurance: if the hirer is a company, sole trader, charity, scout organisation or similar they must be covered by their own public liability insurance.
- Insurance: Individual members of the community or groups such as a parent teachers associations or tenants and residents associations will be covered by the Lambeth hirer's liability insurance policy. The cover is subject to all of the conditions listed in the Lettings Confirmation Form.
- Charges for lettings will be reviewed annually.

### **Rules and Cost of Hiring**

Hire of the hall will start from 6:30pm during term time and will cease at 10.00pm during weekends and 9.30pm during weekdays.

- Hire per hour £45
- Concierge service £15 per hour (if deemed required by the Headteacher or Resources Committee)
- Full payment including the deposit is required one week before the letting, unless it is a regular booking where the school will issue an invoice.
- Damage and breakage to premises and property will be charged to the hirer at cost or replacement prices.
- Hirers are responsible for security of the hall and for ensuring that no unauthorised persons are admitted onto the school premises.
- Hire of items of furniture can be arranged with the Headteacher at a small extra cost.
- The sale of alcohol is not permitted.
- Smoking is not allowed anywhere on the school site.
- A telephone is not available for use.
- A first aid box is available, please replenish any supplies used.
- Cleaning materials and crockery are not provided.
- Access to the playground for parking is by arrangement only with the Headteacher.
- No religious or political groups.
- No fireworks.
- Hirers must leave the hall as tidy and clean as found. A cleaning charge of £50 will be issued if the areas are not left as they are found.
- Hirers to be made aware of fire exits.
- It is advisable for hirers to take out their own insurance against accidents or breakage. Regular hirers must provide a current public liability insurance policy (to be displayed in the school office).
- All hiring and social gatherings requires a designated school staff to be on duty throughout the event.
- As the school is situated in a residential area, please respect our neighbours by leaving on time and quietly. In addition parking must be made appropriately and not block any residential areas.

## **AREAS/ROOMS AVAILABLE FOR HIRE**

Upper Key Stage Hall

Lower Key Stage Hall

Outdoor Spaces (Forest School, playgrounds)

Music Suite

Classrooms

Library

**Use of the premises will be denied to or withdrawn from a hirer whose activities whether on the school premises or not are likely in the opinion of the Governors, or the school:**

- to cause disharmony in the local community.
- to bring the school into disrepute
- to at some point in the future cause one of another of the terms of letting to be violated.

**The hirer is not allowed to assign, sub-let, or otherwise part with possession of the accommodation to any other party.**

## **Statutory Regulations**

- The school will provide a first aid kit.
- A copy of the school's insurance policy will be given to the hirer on request.
- The hirer will at all times allow reasonable access by staff members of the school.

**The premises are not generally available on Sundays**

## **Additional Details**

Lettings may only proceed when payment has been made. Seven days' notice must be given for cancellation or deposit will be forfeit for one off bookings. Two months' notice must be given for long-term bookings. For long-term bookings, a minimum term of six months must be made.

Premises must be vacated within 15 minutes after times allocated, otherwise a fee of £10.00 for every 15 minutes thereafter will be incurred.

Regular hire must be paid monthly in advance.

## **HIRERS ARE RESPONSIBLE FOR CLEARING UP AND DISPOSING OF THEIR RUBBISH**

The school accepts no responsibility for liability whatsoever for the loss or damage to the property of the hirer or of any other persons using the accommodation.

## **Hire of School Facilities – VAT regulations**

The London Borough of Lambeth 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 field, hall or room are VAT exempt. This also applies to the use of a room 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 letting.

### **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 hirer, for whatever reason, breaks the series of lets 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 your 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 your subsequent sports lettings.**

**Please call into the school’s office or post a copy of your evidence to the Finance Officer at the school address**

I have read and understood the terms of hire and have taken special note of special conditions where they exist and agree to be bound by them. I agree to supply proof of details given if required to do so.

***Acceptance of arrangements***

Signed..... Headteacher

Date.....

Signed..... Hirer

Date.....

## Risk assessment and procedures for school lettings

<b>Risk</b>	<b><i>Procedure to minimise risk</i></b>
Lone workers	<i>Premises staff to undergo online lone worker training.</i>
Activated Fire alarm	<i>Follow fire evacuation procedures as explained on induction. Hirers will be informed of evacuation points and fire exits.  Call premises team</i>
Use of multiple entrances	<i>Hirers to be given a designated entrance. All other entrances will be locked, unless multiple bookings.</i>
Use of toilets	<i>Hirers will be given designated toilets to use.</i>
Are areas fit for purpose?	<i>Hirer to explain purpose of letting and school to decide suitable areas. Premises Officer to ensure area is fit for purpose by removing or distributing equipment.</i>
Safe use of equipment	<i>Hirers to ensure they take measures to ensure all equipment that is used is fit for purpose and used appropriately.  If hirers bring their own equipment, they must notify the school at time of booking and ensure it is PAT tested with label (app for electrical appliances only).</i>
Visitors using school site	<i>Hirer is responsible for registering for people attending their letting.</i>
Who to contact in an emergency	<i>Premises Team will be available throughout the letting time.</i>
1 <sup>st</sup> Aid provision	<i>School will provide first aid kits but it is the responsibility of the hirer to administer first aid.</i>

School ground limits	<i>Hirers will only be limited to the use of space designated by on the booking form.</i>
<i>Smoking</i>	<i>Smoking is not permitted on the school site, including outside grounds.</i>