

Application for hire of school premises and conditions of hire

St James and St John CE Primary School



Approved by:	Resources Committee	Date: Thursday 18 th October 2018
Last reviewed on:	n/a	
Next review due by:	October 2021	

HIRE OF ST JAMES AND ST JOHN SCHOOL'S PREMISES

To be completed by the person, aged 21 or over, who will be responsible for the payment of the charges for the use of the accommodation and other facilities and who will give the indemnity required by the conditions described in Part D.

*This application must be forwarded to the person named at the bottom of this page as early as possible and not less than **14 calendar days** before the date of the proposed use.*

PART A ~ APPLICATION *(please complete in black for good photocopying and print throughout)*

1 **Organisation / Person applying**

2 **Person responsible for payment**

Address

Postcode Daytime telephone Evening telephone

3 **Contact person** (if different from No.2)

Address

4 Postcode Daytime telephone Evening telephone

Nature or object of meeting

5 **Accommodation required**

Accommodation required	No. of chairs	Day of week	Date / No. of weeks	Time of proposed occupation	
				From	To

6 **Number of people** expected to attend (see Part D No.12)

7 **School equipment** requested

8 Will equipment be brought on to the premises? YES / NO

9 On behalf of the organisation / person described in (1), whose authority I have to bind them by signing this application, I accept the Conditions of Hire described in Part D.

Signed

Name Date

Completed application to be sent to Mark Hewitt at the School.

PART B ~ 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 following conditions are met, the letting may be treated as exempt:

- a. The series of lettings is for 10 or more sessions.
- b. Each session is for the same sport or activity.
- c. Each session is at the same place.
- d. The interval between each session is at least one day and not more than 14 days.
- e. 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 will be sufficient evidence.

Provision or a refund in the event of unforeseen non-availability of the facility will not break the Condition, but provision for a refund in other circumstances will. 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.

- f. The facilities are let to a school; a club, association or an organisation representing affiliated clubs or constituent associations (such as a local league).
- g. 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.
- h. The organisation to which the facilities are let has exclusive use of them during the session.

I/WE HAVE READ THE CONDITIONS OUTLINED ABOVE AND APPLY TO BE EXEMPT FROM PAYING VAT AS WE DO FULFIL THE CRITERIA

Signed _____

Date _____

PART C ~ To be completed by the School

1 Date application received:

2 Rates to be charged:

	£	p
Hire charge		
Lighting and heating		
Site Manager / school-keeper		
Other costs		
Other costs		
Total payment due		

3 Payment due before:

4 Hirer's insurance - description of evidence seen:
 date seen:

5 Car-parking arrangements:

6 Any Special arrangements to be made:

7 Responsible person from the school on duty for the letting:

8 People to be notified:

9 School representative arranging letting

1 **Insurance** The hirer must arrange **public liability insurance**:

- ♦ to protect the hirer against third party claims for loss, damage, injury or death arising out of the use of the premises for not less than £2 million, and
- ♦ to provide an indemnity cover in respect of damage to the premises hired for not less than £2million where such damage can be attributed to the negligence of the hirer or his/her employees or agents;
- ♦ indemnity should be extended to include the governing body of the school.

The hirer shall indemnify the Governing Body of the School against:

- ♦ all claims, loss, damage or injury which may be brought against or suffered by the Governing Body arising from or in consequence of their hiring of the school premises or equipment;
- ♦ the cost of reinstating or replacing any part of the premises or any property which shall be damaged, destroyed or removed during the period of the hiring of the premises;
- ♦ any infringement of copyright which may occur during the hiring (if applicable).

2 **Health and safety** The hirer is responsible for ensuring that all people using the school premises during the hire period are aware of exits, emergency exits and that the hirer's staff know the location of fire-fighting equipment.

No exits or corridors may be blocked or fire-fighting equipment removed.

3 **Alcohol** Alcohol may not be consumed on the school premises without the written permission of the Governors¹.

4 **Licences and copyright** The hirer is responsible for obtaining all necessary licences and copyright consents. The Governors are entitled to require proof of a licence and copyright consent 48 hours before the hiring.

(Licences are issued by the local authority and are usually required for:

- ♦ *any function at which alcohol is sold;*

- ♦ *an entertainment advertised to the general public, whether on payment or otherwise.*

Licences are not required for:

- ♦ *bazaars, jumble sales, car-boot sales, bingo, whist-drives etc where the proceeds are for the school;*
- ♦ *wedding receptions, private parties.*

Copyright consent may be obtained from the Performing Rights Society: tel- 020 7580 5544 or email- musiclicence@prsformusic.com)

5 **Car parking** Arrangements for parking on the school premises to be notified to the hirer by the Governors when the application is accepted.

6 **Smoking** Smoking is not permitted anywhere inside the school buildings.

7 **Payment**

- ♦ Occasional lettings: a non-returnable deposit of 50% shall be paid when the application is made; the balance to be paid no later than the day of the event.
- ♦ Block bookings: payment to be made on invoice at the beginning of each term with full payment required by the half-term.

8 **Fixtures and fittings** No fixtures or fittings or other objects shall be driven into the fabric or furnishings, or affixed to them, without the prior written agreement of the Governors.

9 **Use of furniture and equipment** The movement of school furniture and equipment from room to room is not permitted, unless previously agreed in writing with the governors. The use of all equipment and apparatus is subject to the prior written agreement of the Governors.

10 **Hirer's apparatus / equipment** The hirer shall obtain the Governors' written agreement to the bringing onto the school premises of any apparatus or equipment.

The hirer shall ensure that such apparatus or equipment is removed within such time as the Governors may allow. Any property not so removed may be removed by the Governors at the hirer's risk; the cost of such removal, together with any storage charges incurred by the Governors, shall be recoverable from the hirer.

¹ For all conditions, "Governors" means Governors or their appointed agent, the Headteacher or Deputy Headteacher.

- 11 **Liability** The Governors shall not be liable for any loss or damage caused to the hirer or to any other person as a result of:
- a) any failure or defect or want of repair in any of the fixtures, fittings, furniture, equipment or appliances belonging to the school or LA at the school; or
 - b) any failure or interruption in the supply of water, gas or electricity to the accommodation; or any defect or want or repair in the premises or in the means of access to the premises; or
 - c) any theft or malicious or accidental damage to or loss of any property of any person taken or left at the premises.
- 12 **Numbers** The hirer shall not allow on the school premises more than the number of persons stated in the application form.
- 13 **Use of premises** The use of the school premises is limited to the times and nature of the event described in the application form. The hirer is responsible for ensuring good order is maintained throughout the period of hire.
- 14 **Advertisements**
- a) No advertisements, emblems or slogans shall be displayed outside the school premises without the prior written permission of the governors.
 - b) The hirer shall remove from inside the premises any advertisement, emblem or slogan if, in the opinion of the Governors, is unlawful, unseemly, likely to lead to a disturbance or expose the premises to undue risk of fire.
- 15 **Right of entry** The Governors, the Headteacher, Deputy Headteacher and others appointed by the Governors, shall have right of entry to the premises during the hiring.
- 16 **Reporting damage** Any damage to the premises or its contents by the hirer must be reported on the day of hire to the school-keeper or person from the school supervising the letting. This must be followed by a written report on the damage caused.
- 17 **Additional conditions** The Governors reserve the right to provide additional conditions to those described in this paper as they consider appropriate.
- 18 **Condition of premises** The hirer is responsible for leaving the premises in the same condition as it was before the hire and for ensuring that everything is clean and tidy.
- 19 **Cancellation**
- a) Occasional bookings: The hirer to give at least 10 calendar days' notice of a cancellation.
 - b) Block-bookings of a term or longer: at least two months' notice of cancellation to be given by the hirer or Governors. Shorter periods of notice may be mutually agreed.
 - c) If the Governors consider it likely that any one of these conditions will not be complied with by the hirer, the Governors may terminate the hiring forthwith by written notice to the hirer.
 - d) If, during the period of a hiring, any Governor, the Headteacher or any other authorised member of staff who may be present is of the opinion that any of these conditions have not been complied with or that disorder, damage to property or an illegal act has taken place or is threatened, that person may summarily terminate the hiring by oral notice to the hirer, or (in his/her absence) to any other person or persons apparently in control of the proceedings, whereupon the premises shall be vacated forthwith.
 - e) In the event of the hiring being cancelled under either c) or d) above the Governors shall be under no liability to refund any payment made for the hiring or to compensate the hirer or any other person for any loss or damage sustained in consequence of the cancellation.

GUIDANCE NOTES FOR GOVERNORS

- 1 **Hiring rates** Legislation requires that any costs of hiring premises which are charged to the school's delegated budget must be repaid to that budget from income received, for example costs of electricity, heating and payments to the school-keeper.
- 2 **Income** The governing body is legally responsible for the premises of a voluntary aided school and should decide how income is to be spent. However, governors must remember that the school's delegated budget has to be refunded for all heating, lighting and any staff salary costs before allocating income to anything else.
- 3 **Numbers** (Condition No.6) Governors should remember that they have a legal responsibility to comply with the maximum figure allowed under health and safety requirements for their premises. Maximum numbers permitted to attend a car boot sale should be obtained from the local authority.
- 4 **Licences** There is no national guidance regarding the issuing of licences, each local authority decides its own policy, so requirements can vary between authorities. The requirements given in Condition 4 are generally applicable.
- 5 **Continued use** The continued use of school premises for other than education purposes e.g. car boot sales on a weekly basis, should be checked with the local authority.
- 6 **Site manager / School-keeper**
 - a. Voluntary aided schools are not bound by national agreements between LAs and unions and are free to decide whether or not the school-keeper should be on site throughout a period of hire. However, it should be remembered that overtime payments to site-managers are included in the calculations for pension.
 - b. The site-manager should be informed of all lettings, whether or not s/he will be on duty for the letting.
 - c. If the site-manager is not be on duty, the person responsible for supervising the letting must know the procedures to be followed in the event of an emergency, for example, the whereabouts of first aid supplies, emergency telephone, fire-extinguishers, emergency exits. S/he must also know the procedure for reporting any damage to property or premises and ensure that a report is submitted.
- 7 **Car-parking** Governors should ensure that they comply with their local authority's requirements relating to the parking of cars.
- 8 **Cases of disorder** (Condition 19d) It is advisable for governors to provide a clear procedure to be followed by the site manager, or other member of staff, should it become necessary to require the hirer to vacate the premises.
- 9 **Security and keys**
 - a. The head and chair of the governing body should agree on who may hold keys to the premises.
 - b. The names, addresses and telephone numbers of key holders should be held by the LA, police and fire services. It is important that correct procedures are followed or any claim on insurance could be jeopardised.
 - c. Anyone (governors, head or staff) going on to the premises outside school hours should notify the site-manager.

- 10 **Use of premises for elections** For parliamentary, local and European parliamentary elections, the Returning Office may use any part or all of a voluntary aided school for the purposes of the election.

The candidate(s) in such elections are entitled to use “free of charge”, at reasonable times, a suitable room(s) in the school for public meetings.

“Free of charge” means that the school cannot make a “hiring” charge for this use of the premises. However, any expenses incurred in preparing, heating, lighting, cleaning the room(s) or caretaking costs, are met either by the Returning Officer or the candidate, as appropriate.