

Leverstock Green CE (VC) Primary School

delotas for excellence a mix for the differential

HIRINGS & LETTINGS POLICY Leverstock Green CofE (VC) Primary School

Policy Review

This policy will be reviewed in full by the Governing Body every four years.

The policy was last reviewed and agreed by the Governing Body on 8th February 2023

It is due for review in February 2027.

Signature

Date \$ 21

Head Teacher

Signature has each flagger

Date 8 2 23

Chair of Governors

Leverstock Green CE (VC) Primary School Striving for excellence; caring for the individual.

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This Policy should be read in conjunction with the Hirings Form

17.1 Letting Applications

Enquiries for the hire of the school premises are directed in the first instance to the school secretary. At the start of each hire period the hirer is asked to complete a formal application form (LT01), setting out the facilities that they wish to use, the time that they wish to attend and the proposed dates on which they wish to use the facilities. For on-going lettings, a new application form is required at the start of each financial year. The application forms are copied to the caretaker who ensures that the facilities and dates are available alongside the school secretary.

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background. The hire agreement is personal to the Hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the School to them or of creating any tenancy between the school and the hirer.

All applications to hire the premises are approved and signed by Headteacher and in accordance with the delegation given by the Governing Body (refer to Appendix B to Section 1). The application form is then passed to the school secretary for retention.

17.2 Insurance

Prior to the first session of any hire period, the School Business Manager will ensure that the hirer holds their own public liability insurance with a minimum value of £5,000,000. A copy of the insurance certificate must be obtained and passed to the Business Manager for retention. The original policy must be produced, copies are not acceptable. When there is no original policy document due diligence checks will be made by the Business Manager via the insurance company. If the hirer does not hold their own insurance, a charge will be made to include them in the school's cover, taken out through the Insurance Section at County Hall. This charge will be 10% of the per session cost, or £1.00, whichever is the greater. These charges are held separately within the school's accounting package and paid over to the Local Authority as the premium in the following academic year.

17.3 **Diary**

The school secretary maintains a school diary where all hirings and school use of the premises are recorded. This is annotated to reflect any issues that may arise, e.g. failure to turn up, cancellation and the reason why. The diary is referred to when raising invoices or dealing with queries raised by the hirer.

17.4 Deposits

'One-off' hirers are requested to pay a 10% deposit cheque that is returnable after the event, providing that there is no damage or undue cleaning is required. Deposits will be cashed in advance of the hire and returned within one week of the hire taking place.

17.5 VAT

Where the hire involves the use of the school sports hall or sporting facilities, consideration must be given to the potential for VAT, as set out in the Local Authority 'Property Matters' guide and Section 12 of the 'Financial Handbook for Schools'. Where it is not clear whether the hirer is a club, the Local Authority questionnaire will be used to determine whether VAT is chargeable. (Please refer to Appendix C to this section of the financial procedures manual.)

The hire of equipment and some other specialist areas of the school may also be subject to VAT. In these instances, school secretary will either consult the VAT guidance published on the grid or the taxation advisers at County Hall.

17.6 Invoicing

Invoices for casual hires are raised two weeks prior to the event taking place and full payment is expected 48 hours before the date of the hire. Failure to make payment by cheque will result in the hiring being cancelled and the deposit forfeited.

For regular hirings, invoices will be raised by the School Business Manager half-termly in advance through the accounting system, even though agreement may be made to settle these monthly in arrears. This will enable all invoices for a financial year to be raised prior to the year-end in question and all outstanding income to be identified for the accruals in the year-end accounts.

All income received is collected through the School Office and recorded in the accounting package by finance officer. Receipts are issued for all income received. All income received must be paid into the school budget share account.

On a termly basis the Finance Officer extracts a debtor report from the accounting package and reviews all invoices over 30 days old. Statements are issued to the outstanding hirers requesting payment and details of all chasing letters and responses retained on file. (Please refer to the school's policy regarding the chasing of outstanding income in Section B.) The report, along with any required explanations, is provided to the school secretary for monitoring and further action as required.

Leverstock Green School provides classroom facilities for community language classes under the Local Authority free lets. Reimbursement for the use of the school's facilities is claimed from the Local Authority by the School Business Manager at the end of each term using the rates published by the Local Authority.

LEVERSTOCK GREEN SCHOOL FINANCIAL PROCEDURES MANUAL SECTION 17 – APPENDIX A

Governor Responsibilities

The Law states that governors control the use of the school premises outside normal school hours, but they must comply with any directions given by the Local Authority.

The Local Authority has a legal requirement placed on them to provide accommodation for certain bodies, i.e. community language classes, as outlined in Section P of the HCC Property Matters guide.

The Local Authority controls the use of (community) school premises during normal school hours, but the day-to-day management is the responsibility of the Headteacher. If there is a surplus of accommodation during the normal school day then the Headteacher can let those facilities on a normal letting basis (i.e. governors cannot enter into a lease or tenancy agreement).

The governors of Leverstock Green School are keen to promote the Local Authority policy in encouraging the community use of school buildings and facilities.

Daily control of school lettings is the responsibility of the Headteacher (and his/her staff), who is authorised to negotiate fees within the limits determined by the Governing Body.

The School Business Manager is responsible for maintaining records for each organisation / individual hiring on Leverstock Green School premises.

Governors have stated that no hiring can take place on a Sunday until after 12.00pm as Leverstock Green School is a church school.

Charging Rates

The governors determine their own charges for all lets outside the Free Letting Scheme taking into consideration basic running costs, e.g. heating, caretaking and cleaning, etc. These rates are reviewed by the Resources Committee on an annual basis, usually as part of the budget setting process, and the new rates approved through the Governing Body as recorded in their minutes. The new rates are normally implemented from the start of each academic year.

The school is expected to apply the governor approved rates for all hirers to the school.

CHURCH

The governors of Leverstock Green School have agreed that all lettings for Holy Trinity Church in Leverstock Green will be treated in the same manner as PTA events. These events will be charged at the fee of £1 and buy the hirer into Herts County Council's insurance policy.

ALCOHOL

The selling of alcohol on the premises is **not allowed** unless a separate licence has been obtained from the courts.

Hire charges must be fully paid in advance of each session of hire

Hire Charge Rates for 2022/23

Facility

Main Hall

Per Hour £24.00

Dining Room

Per Hour £24.00

Kitchen not to be hired

Classrooms

Per Hour £18.00

Playing Field (inc pitches)

Per match £24.00

Caretaker

Per Hour £11.50

Letting fees for block bookings will be negotiated.

PTA/Church per event £1.00

	SECTION 17
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LEVERSTOCK GREEN SCHOOL FINANCIAL PROCEDURES MANUAL SECTION 17 – APPENDIX B

LETTINGS INDEMNITY FORM

INSURANCE COVER – to comply with the conditions of the hiring agreement.

Please complete where applicable:

- * I maintain a Public Liability Insurance Policy and have provided the school with a copy of the current insurance certificate.
- * I wish to be covered by Leverstock Green School's Public Liability Hirers Insurance Policy during the period of hire and agree to pay the premium cost of 10% of the hire with the hire charge.
- * I understand that there is an excess payable by me of £500 relating to each and every claim for loss or damage to Leverstock Green School's property arising from my hire of the premises
- * I hereby undertake that in the event of claims arising during my hire of Leverstock Green school's premises I shall not admit liability to the claimant but immediately forward such claims with a brief report on the incident to the school secretary, Leverstock Green School,

Signature	Date
DECLARATION - Please read before signing:	
Any licenses necessary and the Theatres Act 19 and 1952 have been or will be observed and an Justices, where necessary, have been or will be required and hereby certify that the premises ar purpose stated:	y requirements of the Licensing met. I agree to pay the charges due as
Signature :	Date:
NAME (BLOCK CAPITALS)	
Mr/Mrs/Miss	
For School Use Only:	
It is confirmed that the accommodation required requested.	I is available for the time and date(s)
Signature:	Date:
Leverstock Green School	

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CLUBS & ASSOCIATIONS

(Or an Organisation representing affiliated clubs or constituent associations e.g. local league)

Declaration of Eligibility for VAT Exemption in respect of a Series of Sessions				
Note all references to Clubs should be taken to apply to Associations and organisations representing affiliated clubs or constituent associations.				
I hereby declare that I represent the following club:-				
And that to the best of my knowledge, the following statements characterise the set up of the club:-				
The Club is an organisation of persons (more than one) with an identifiable membership.				
The membership is bound together for a common purpose by an identifiable Constitution or Rules (these may be written or oral).				
Signed				
Print Name				
Date				