



St. Helens Council

HIRE OF SCHOOL PREMISES

LETTINGS PROCEDURE

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LETTINGS PROCEDURE

1. Send out Standard Letter for Hire (Appendix A) including:
 - (a) Booking Form
 - (b) Indemnity Agreement
 - (c) Conditions of Letting
2. Check compliance with Governors' Letting Policy.
3. Check availability of facilities requested.
4. Confirm letting to proposed hirer (Appendix B) including VAT if appropriate (Appendix C) and method of payment. As a general rule VAT would only be chargeable for the hire of sports facilities if the booking is for less than 10 weeks.
5. Each letting should be given a unique reference number against which income should be logged. All payments received should be recorded.
6. Any queries on financial procedures/VAT should be forwarded to your Finance Officer.

APPLICATIONS

STANDARD LETTER FOR HIRE OF SCHOOL

Dear Sir/Madam,

Further to your recent enquiry, I enclose the following for your completion and return:

- (a) Standard Booking Form
- (b) Conditions of Letting
- (c) Indemnity Agreement

Please complete and sign these forms as soon as possible and return to Garswood Primary School, Hamilton Road, Garswood, Wigan, WN4 0SF.

You should note that once bookings have been made and confirmed it will not be possible to reimburse for any cancellation by users without the agreement of the school.

If you have any queries on the above, please contact the Head Teacher, Mrs Potter.

Yours faithfully,

STANDARD LETTER FOR HIRE OF PLAYING FIELDS

Dear Sir/Madam,

Further to your recent enquiry, I enclose the following for your completion and return:

- (a) Standard Booking Form
- (b) Conditions of Letting
- (c) Indemnity Agreement

Please complete and sign these forms as soon as possible and return to Garswood Primary School, Hamilton Road, Garswood, WN4 0SF.

You should note that once bookings have been made and confirmed it will not be possible to reimburse for any cancellation by users without the agreement of the school.

Please also note that in the event of the grounds becoming unfit as a result of inclement weather, it may be necessary to suspend the playing of matches. It will be essential, therefore, that you contact the school on the Friday preceding each match for confirmation that the pitch is suitable for use. Unless this request is complied with, use of the facilities may be withdrawn.

If you have any queries on the above, please contact the Head Teacher, Mrs Potter.

Yours faithfully,

STANDARD BOOKING FORM

This form must be completed in respect of an application for a letting of the School/School Playing Field and this form of application must be received at the School not less than 14 days in advance of the proposed letting date.

1. Purpose of Letting: _____
(For badminton please state number of courts required)

2. Date of Proposed Letting: _____

3. Proposed Start and Finish Times: _____

4. Nature of Accommodation Required: _____
(It should be noted that charges are determined by the nature of accommodation and duration of use)

(a) Playing Fields (please tick as required)

Occasional Use Season (Weekly) Season (Alternate Weeks)

(b) School Buildings (please tick accommodation required)

Classroom/Arts Theatre School Hall Gymnasium Sports Hall

Changing Accommodation

(c) Other Buildings

Kitchen (hire of equipment only)

(It should be noted that school kitchens are only available subject to a member of the school meals staff being on duty during the period of hire, therefore, a separate application must be made through the Operations Department who will issue an account for any labour costs incurred).

5. Caretaker (Delete below as appropriate)

Required: Yes / No

Time Required: From: _____ To: _____

6. Has the organisation used the school premises previously? _____

7. Name and address for account purposes (if different from below):

I accept the conditions of hire of school premises enclosed with this form and agreed to indemnify the Governors and Authority against any claim arising from the use of the premises and to reimburse the Governors and/or Authority for the cost of remedying any loss or damage occasioned by the use of the school for any function.

SIGNATURE: _____ DATE: _____

ADDRESS: _____

TEL. NO.: _____

FOR AND ON BEHALF OF: _____

LETTING OF SCHOOL PREMISES

INDEMNITY AGREEMENT

(1) Name of Premises: _____

(2) Name of Organisation Hiring Premises: _____

In consideration of the Governors of _____
School granting me/us the use of the facility/facilities requested at the above
premises I/we agree to pay the School the sum of £_____ (per
_____) and to replace or pay to the School/Council the cost of making
good any damage caused to the premises by reason of the use of the premises by
me/us.

It is further acknowledged and agreed that the Governors and the Council 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 Governors and the Council, its officers,
servants and agents against all actions, costs, claims and demands arising out of any
accidents 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 Governors or
the Council, its officers, servants or agents.

It is further acknowledged and agreed that I/we will indemnify the Governors and the
Council 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 enactment in that
behalf for the time being in force in respect of any performances or any literary,
dramatic or musical work, which takes place or which is given whilst the said
premises are being used by me/us, our servants or agents.

SIGNED: _____

DESIGNATION: _____

DATE: _____

Garswood Primary

Conditions for the use and hire of recreation facilities

Interpretation

The 'Facility' includes all the building, grounds, car parks, or any other facilities within the cartilage thereof as well as such constituent parts of the facility as are identified as the subject of the letting.

Garswood Primary relates to the Governing Body of the School.

The Headteacher is identified as the Authorised Officer.

User means any person using any of the facilities whether as a participant or spectator and where or not a charge has been paid either for entry or for the use of the facilities.

Hirer means the person or persons hiring any part of the facilities and whether or not a charge has been levied for the use of the facilities.

Organisation means any group or organisation approved by the duly Authorised Officer for booking facilities.

Application

All advance applications for the use of facilities shall be made in writing on the official booking application form and shall only become a booking when confirmed in writing by the Authorised Officer. The person signing the application form must be age 18 years or over.

The hirer may not use the facilities for any other purpose other than that specified in the agreement.

Cancellation

By the hirer:

In the event the hirer cancels the hirer shall pay Garswood Primary the full amount as agreed at the conception of the Letting.

By the School:

The School reserves the right to cancel any booking. It also reserves the right to specify on what days and at what times the use of its facilities and equipment will be available to declare the facilities or equipment unfit for use and to decide opening and closing times for the facility and any part thereof.

The School shall not be liable for any expenditure incurred of loss sustained directly or indirectly by the hirer or any persons whomsoever arising from any bookings cancelled.

The School reserve the right to cancel or re arrange bookings in order to stage tournaments, competitions or other special events e.g. school examinations, celebration evenings, open evening.

The hirer acknowledges the right of the School to enter upon the activity area at any time during the period of hiring and determine the hiring forthwith in the event of the breach of any of the conditions herein contained or if they are of the opinion that the hiring is likely to prove any objectionable or undesirable character, and shall return any money paid by the hirer but in that event the School shall not be liable to compensation to any person in respect of the cancellation.

Charges

The charge for hiring a facility shall be decided on an individual application by Garswood Primary.

The hire time is inclusive of the time required to erect and/or dismantle equipment used in connection with the hiring

The hirer shall not sub-let or assign the benefit of any permission to use the hired facilities or any part thereof.

No individual or organisation shall levy any charges in connection with their booking without prior consent of the School.

Payment must be made before making use of the facility. This will be following receipt of a numbered invoice received from the school.

Cheques should be made payable to St Helens Council.

It is the responsibility of the hirer to collect all subscriptions from its members.

Insurance and Indemnity

A hirer shall indemnify Garswood Primary against any claim for or in respect of accident to, loss or damage sustained by any person or property at the facility during such time as the facility is in use by the individual or organisation except in the case of accident loss or damage caused by the negligent act or default of the Hirer acting as such insofar as this cannot be required under the provisions of the Unfair Contract Terms Act 1977.

Damage to or loss of Property

Any damage done to the premises, fittings, conveniences, accessories or any other property of the facility during such as it is used by an individual or organisation and not arising from the act or default of the said Hirer thereof shall be made good at the expense of the individual or organisation.

The School does not accept responsibility or liability for any damage to, or loss of, any property or articles or things whatsoever, placed or left in or at the facility or any part thereof, by a user however such loss or damage may be caused or sustained.

Supervision

The hirer shall be responsible for:

The administration, organisation and supervision of the booking

The maintenance and keeping of good order and decent behaviour at the facility and its immediate vicinity at all times during the actual hiring and including the time until all people connected with the booking have left the vicinity of the facility.

Ensuring the facility is left in a clean, tidy and orderly condition.

Observing all regulations and conditions applicable to any entertainment theatre or other licences which may in operation at the premises.

Ensuring that there are sufficient stewards and officials to fulfil those regulations.

General Use

Any person using the facility shall:

Comply with all reasonable instructions and requests of the Authorised Officer.

Refrain from any conduct which may interfere with the use of the facility by any other persons and also refrain from any conduct which may place themselves or other users in any danger whatsoever.

Wear suitable dress, clothing and footwear appropriate to the facility being used.

Consume refreshments in the appropriate area.

Comply with all bye laws, regulations or other instructions which apply to the facility.

Any person using the facility shall not:

Bring any food or drink onto the premises without obtaining permission from the Authorised Officer.

Bring any dangerous or obnoxious article or substance onto the premises. Under no circumstances will bottles, glass etc be allowed into the changing or activity areas.

Sell or supply to other persons any goods of any description without obtaining permission from the Authorised Officer.

Bring any animals in the building other than a guide dog.

Put up notices or decorations at the facility inside or outside unless authorised by Governors.

Take photographs or recordings of any activity or the facility without consent by Governors.

Alter or interfere with any equipment or fittings of the facility or structure thereof.

Admission

The Governors of Garswood Primary reserves the right through its Officer to

- refuse or restrict access to the facility or any part of it
- reserve the rights to evict from the facility any user refusing to comply with the regulations or misconducting themselves in any way causing danger or annoyance to other persons.

The Governors reserve the right for the Authorised Officer to enter freely on any part of the facility at any time during the hire period.

**BOOKING
CONFIRMATION**

APPENDIX B

STANDARD LETTER FOR HIRE OF SCHOOL

Dear

School: _____

Reference Number: _____

Organisation: _____

Thank you for your completed application form.

The facilities you requested will be available for your use from _____
on _____ during the 200 /200 season. The hire charge
will be £_____ per session and the total fee, shown on the tear-off slip
below, is payable monthly in advance.

Please complete the tear-off slip below and return with your remittance to the School
at the above address.

Yours sincerely,

✂-----

SCHOOL:	
ORGANISATION:	

SIGNED:		
DESIGNATION:		
DATE:		
HIRE CHARGE: TOTAL DUE:		REFERENCE NO.:

STANDARD LETTER FOR HIRE OF PLAYING FIELDS

Dear

School: _____

Reference Number: _____

Organisation: _____

Thank you for your completed application form.

The facilities you requested will be available for your use from _____ on _____ during the 200 /200 season. Would you please note that changing accommodation will/will not be available. The hire charge will be £_____ per session and the total fee, shown on the tear-off slip below, is payable monthly in advance.

In the event of the grounds becoming unfit as a result of inclement weather, it may be necessary to suspend the playing of matches. It is essential, therefore, that you contact telephone _____, on the Friday preceding each match for confirmation that the pitch is suitable for use. Unless this request is complied with, use of the facilities may be withdrawn.

Please complete the tear-off slip below and return with your remittance to the School at the above address.

Please forward a copy of your fixture list to the school as soon as possible.

Yours sincerely,

✂-----

SCHOOL:	
ORGANISATION:	
SIGNED:	

DESIGNATION:		
DATE:		
HIRE CHARGE: TOTAL DUE:		REFERENCE NO.:

V.A.T.

PROBLEM AREAS/TOPICS OF INTEREST

LETTINGS – Facilities for Sports and Physical Recreation (see over for simple room hire)

1. Introduction
- 1.1 The letting of facilities designed or adapted for playing any sport, or taking part in the physical recreation is normally Standard Rated.
2. Type of Facilities
- 2.1 Stadia, Swimming Pools, Tennis, Badminton and Squash Courts, Gymnasias, Cricket and Football Pitches, Golf Courses, Skating Rinks, Dance Studios. Also any other specially designed, adapted or equipped land or premises.
3. Exception to Standard Rating
- 3.1 Single lets of 24 hours or more continuous period, to the same person, are exempt from VAT provided the person to whom they are let has exclusive control of them throughout the period.
- 3.2 Series of Lets – the supply may be exempt for a series of sessions providing the following conditions are satisfied:
 - (a) the series consists of 10 or more sessions;
 - (b) each session is for the same activity;
 - (c) each session is in the same place;
 - (d) the interval between each session is at least a day and not more than 14 days;
 - (e) the series is paid for as a whole and there is written evidence to support this, which must include evidence that payment will be made in full for the series whether or not the right to use the facility is exercised on all occasions. Such evidence would be a formal agreement, exchange of letters or an invoice issued in advance requiring payment for the sessions specified on the invoice;
 - (f) the facilities are let out to a school, club, association or an organisation for an affiliated club; and

(g) the person has exclusive use of them during the sessions.

4. Sports Facilities Let Other Than for Sport

4.1 The letting of premises for other purposes, eg. a stadium let for a concert or a sports hall let for a political meeting would be exempt.

5. Ancillary Supplies

5.1 Where other facilities are supplied, ie. changing rooms, floodlights and are included in the let, they are normally regarded as incidental to the let and have the same VAT liability.

5.2 If optional Extras, ie. a supply of staff, are made, such supplies must be treated according to normal VAT rules.

6. Room Hire

6.1 Simple room hire, including tables and chairs, is exempt.

6.2 Room hire including tables and chairs and teas and coffees is exempt except where separately identifiable charge is made for refreshments – in this case the refreshments element is vatable.

6.3 Room hire including tables and chairs and the hire of a kitchen which the hirer can use for the preparation of refreshments – exempt.

6.4 Room hire including tables and chairs where catering is supplied by the Local Authority – room hire exempt, catering element standard rated.

6.5 Room hire including tables and chairs plus specialist equipment, eg. overhead projector, flipchart, audio visual, computer etc. – exempt except where a separately identifiable charge is made for equipment, in which case that element is standard rated.

7.0 Theatre Hire

To a theatre group where the group accounts for VAT on takings and the Local Authority provides no staff – exempt.

PROBLEM AREAS/TOPICS OF INTEREST

USE OF LAND/PROPERTY

1. Introduction
- 1.1 There are 4 main types of supply you may make in relation to Land/Property.
2. “An Interest In” Land/Property
- 2.1 You make an interest in Land/Property if you “sell” or “grant a lease” on a building or a piece of land.
3. “Right Over Land”
- 3.1 You make a supply of a right over land if you:
 - (a) grant to someone mineral rights over land;
 - (b) grant to the owner of neighbouring land a right over your land to make his property better and more convenient. This is technically known as easement. An example would be to allow someone to lay pipes or cables across your land.
4. “Licence to Occupy”
- 4.1 You are making a supply of a licence to occupy if you:
 - (a) let land and buildings, eg. grant a right to occupy a particular room or office. Often expressed by creating a relationship of licensor and licensee, where terms fall short of a formal lease or tenancy;
 - (b) hire a hall or other accommodation for meetings, conferences, etc.;
 - (c) grant a trading franchise, where it permits occupation of particular premises;
 - (d) grant a catering concession where the caterer is granted a licence to occupy specific areas;
 - (e) grant a concession to operate a shop within your shop where the concessionaires are granted a space from which to sell their goods or services;
 - (f) grant permission to erect and maintain advertising hoarding, display stands etc.;

- (g) grant the use of a pitch in a market.
- 4.2 It is necessary to be careful to distinguish between licences to 'occupy' property/land and the 'use' of any facilities it may offer.
- 4.3 This licence can be written or oral, but must give the person a clearly defined site and a right to exclude other people. All supplies as detailed in 2, 3 and 4 above are exempt from VAT.
- 5. "Licence to Use"
- 5.1 This type of licence will be Standard Rated.
- 5.2 Examples are:
 - (a) allow someone to enter a field to see the view;
 - (b) grant admission to a cinema, show or event;
 - (c) grant permission to enter your land or premises to use specialised facilities;
 - (d) supply of storage or safe custody.
- 6. Standard Rated
- 6.1 There are some uses of land which are always Standard Rated. See list in Chapter 8.

PROBLEM AREAS/TOPICS OF INTEREST

LETTINGS – Facilities for Sports and Physical Recreation

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- 3.2 Series of Lets – the supply may be exempt for a series of sessions providing the following conditions are satisfied:
 - (a) the series consists of 10 or more sessions;
 - (b) each session is for the same activity;
 - (c) each session is in the same place;
 - (d) the interval between each session is at least a day and not more than 14 days;
 - (e) the series is paid for as a whole and there is written evidence to support this, which must include evidence that payment will be made in full for the series whether or not the right to use the facility is exercised on all occasions. Such evidence would be a formal agreement, exchange of letters or an invoice issued in advance requiring payment for the sessions specified on the invoice;
 - (f) the facilities are let out to a school, club, association or an organisation for an affiliated club; and
 - (g) the person has exclusive use of them during the sessions.
4. Refunds

4.1 Provision for a refund in the event of unforeseen non-availability of the facility would not break the conditions of the agreement but a refund under any other circumstances would. The result being that VAT would be due on all payments received.

5. Sports Facilities Let Other Than for Sport

5.1 The letting of premises for other purposes, eg. a stadium let for a concert or a sports hall let for a political meeting would be exempt.

6. Ancillary Supplies

6.1 Where other facilities are supplied, ie. changing rooms, floodlights and are included in the let, they are normally regarded as incidental to the let and have the same VAT liability.

6.2 If optional Extras, ie. a supply of staff, are made, such supplies must be treated according to normal VAT rules.

PROBLEM AREAS/TOPICS OF INTEREST

ROOM HIRE

1. Introduction
- 1.1 Customs opinion on hiring has changed over the years. The current rules follow.
2. VAT Liability of Common Types of Room Hire

Hire of a room, including tables and chairs.	Exempt
Including tables and chairs and teas and coffees.	Exempt (except where a separate charge is made)
Including tables and chairs, with flipchart and overhead projector.	Exempt (except where a separate charge is made)
Including tables and chairs and hire of a kitchen for food preparation.	Exempt
Hire including catering supplied by the Authority.	Room Hire – exempt catering – standard rate
Room Hire together with access to a bar where bar is operated by the Authority, who account for VAT on the takings.	Exempt

