

SCHOOL LETTINGS

Notes of Guidance

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Notes of Guidance

USEFUL TELEPHONE NUMBERS

General lettings queries	0895 250494
Further copies of this guide	0895 250467
“Multimate” disk of the Conditions of Hire (page 17)	0895 250467
Affiliated Youth Groups:	
. charge rates	0895 250641
. reimbursement of costs	0895 250641
. approval for new applications/increased use	0895 250642
Mother Tongue lettings	
. approval for new applications/increased use	0895 250428
Adult Education	0895 676690
Entertainments Licencing Officer	0895 250111 Extn 4236
Performing Right Society	071 580 5544
Planning Department (Car Boot Sales etc)	
. Hayes and Harlington	0895 250400
. Ruislip and Northwood	0895 250401
. Uxbridge and Harefield	0895 250403
. Yiewsley and West Drayton	0895 250402
Public Protection Services	
Trading Standards Commercial Services	0895 250164
(Car Boot Sales etc (Car Boot Sales etc	0895 250190

NOTES OF GUIDANCE

SECTION 1 THE LAW

- 1.1 Section 42 of the Education (No 2) Act 1986 provides for the use of the premises outside of school hours to be under the control of the governing body, subject to any directions issued by the local education authority (LEA). The LEA can give directions about the use of the premises because it has responsibility in law for their upkeep. These directions must not amount to control of the premises but they can cover such matters as regular bookings for the Community Education Service.
- 1.2 “Outside of school hours” is defined as all times other than during any school session or a break between sessions.
- 1.3 “School premises” is defined as the site, the playing fields (whether or not detached from the site) and all the buildings on them except the service tenancy.
- 1.4 In exercising their responsibilities under Section 42 governing bodies are required to be sympathetic to the needs of the community served by the school when deciding upon out-of-hours use.

SECTION 2 GOVERNORS’ POWERS AND RESPONSIBILITIES

- 2.1 All schools are able to retain the income from school lettings and governing bodies are free to set their own charge rates.
- 2.2 Governing bodies are likely to wish to exercise a degree of flexibility in the setting of charges, perhaps allowing discounted rates to regular or large scale hirers. Since each school could find itself in competition with its neighbour, it will be important to set charges that will attract those lettings which will generate an income for school funds.
- 2.3 Governors also have a responsibility to be sympathetic to the needs of community groups and to make the premises available at rates they can afford. It needs to be stressed however that schools are not permitted to make an overall loss on lettings in general since the budget share cannot be used for purposes other than childrens’ education. The question of community lettings is covered in more detail on page 11.
- 2.4 With each governing body able to set its own rates and then vary them at any time. it would clearly be impossible to operate a centralised lettings system from the Civic Centre. Allowing governing bodies the freedom to set their own charges must therefore go hand-in-hand with each school being responsible for the administration of its own lettings.
- 2.5 The involvement of Civic Centre staff with lettings is limited to offering advice to schools, advising hirers contacting the Civic Centre of schools likely to be able to meet their needs, and reimbursing schools for costs incurred in respect of LEA lettings.

SECTION 3 CHARGE RATES

- 3.1 It is for each governing body to decide upon the charge rates to be applied for lettings at the school. The rates will need to be reviewed at least annually so that they can be adjusted in line with cost increases.
- 3.2 The charge rates can be based upon fixed amounts for the use of a classroom, hall, etc, but if an outright loss is to be avoided on any individual letting, it will be important to set a minimum charge which covers the basic cost of supervision and, if used, heating.
- 3.3 The rates will also need to take account of the fact that the overtime rates for the schoolkeeper are higher at weekends than during the week. The LEA, for instance, increases charge rates for affiliated youth groups (see appendix 3) for weekend use.
- 3.4 Like the LEA, governors may wish to have several scales of charges:

Commercial Organisations: Profit-making events and private parties can afford, and are prepared to pay, much higher charges than community groups. However, in setting the charges governors will need to be mindful of the fact that they will in effect be in direct competition with other schools able to offer similar facilities. One way of encouraging regular use of the premises would be to offer discounts to those whose custom is valued.

PTAs: Prior to local management and the delegation of funds to schools, the LEA allowed PTAs six free lettings per annum in addition to free use of the premises for committee meetings, but governors are of course free to make whatever arrangements they wish. PTAs are considered in more detail on page 11.

Community Groups: The needs of this group, together with suggestions as to how they can be accommodated at affordable rates, are considered on page 11.

- 3.5 Alternatively, the governors can decide to set no fixed rates at all. If the school has few lettings, and if it is not the governors' intention to actively encourage them, the head teacher can be authorised to agree a charge for individual requests as they are made. With few lettings, the workload involved for the head will be small and the arrangement has the merit of allowing considerable flexibility in agreeing a charge. For instance, a local community group can be offered the use of an area for next to nothing if it agrees to meet on an evening when the building happens to be already booked. For this arrangement to work the head teacher would need to know the hourly costs of supervision (paragraph 8.2, page 8) and heating (paragraph 9.1, page 10) and could then use a simple pro forma similar to the one on the next page to act as a reminder of what to charge for.

(a)	Duration of the letting	_____hours
(b)	Day and time	_____
(c)	Is the building already in use?	Yes / No
(d)	Is heating required?	Yes / No
(e)	Supervision (at £_____ per hour)	£_____**
(f)	Add one hour for opening and closing	£_____**
(g)	Heating (if required) at £ _____ ph	£_____**
(h)	Equipment	£_____
	Total	£_____
(i)	Add_____ % profit margin	£_____
(j)	VAT (See 4.8, page 4)	£_____
	Final Total	£_____

** Not applicable if the building is already in use for the full period of this letting. Remember, though, that the schoolkeeper may be entitled to one hour's additional pay for each additional letting (see page 10).

Governors could then agree for the head to make a brief report to each governing body meeting on the lettings that have occurred and the charges made.

The head would of course also need to be empowered to refuse lettings not thought to be in the best interests of the school.

If governors decided to accept this approach in the first instance they would be free to adopt a more formal policy at any time they chose to do so.

SECTION 4 LETTINGS ADMINISTRATION

- 4.1 A summary of the suggested procedure for lettings administration is given in Section 5 on page 4.
- 4.2 **Hirers' Enquiries:** School staff will need to be nominated to deal with general enquiries from hirers about hire charges and the availability of accommodation and facilities. The schoolkeeper could perhaps deal with initial enquiries before referring the hirer to a member of the office staff for details of hire charges.
- 4.3 **Application Form:** A suggested layout is attached as Appendix 1, page 23. Governors are of course free to devise their own, but it would not be advisable to delete the paragraphs relating to the indemnity, the lettings regulations or insurance cover.

4.4 **Lettings Permit:** Before an application for the hire of accommodation is accepted it is important to:

- (a) consult the diary to ensure that the accommodation is free
- (b) ensure that the schoolkeeper (or substitute) is available to be on duty to lock/unlock and supervise
- (c) decide upon the deposit (if any) required.

A permit (which also serves as an invoice) can then be issued to the hirer. A suggested layout is attached as Appendix 2, page 25.

4.5 **Deposits** - are referred to in paragraph 20 of the Conditions of Hire (see page 20). The amount required will depend upon the type of letting and whether or not the hirer is known and trusted. A sum of £50 would be sufficient to pay for several hours' additional cleaning if it proved necessary.

Most deposits are likely to be in the form of a cheque and should be supported by a chequecard. The cheque could be held and returned to the hirer in the event of it not being needed but there is a risk of the cheque being cancelled by the hirer.

4.6 **Diary:** A Lettings Diary will be essential in order to avoid the possibility of double-booking. An ordinary page-a-day diary would be ideal for the purpose. As well as times and dates and the name of the hirer, it should show the accommodation hired and refer to a permit number so that additional details on the permit can be referred to quickly and easily. School and PTA lettings will of course also need to be entered in the diary.

4.7 **Collection of Fees:** Paragraph 17 of the recommended conditions of hire (see page 19) requires the hirer to pay the hire charge in full at least three weeks before the date of the letting "or the accommodation will not be regarded as booked".

Schools not operating their own bank accounts must pay lettings receipts into the Council's bank account and not into the school's private fund. The income must be coded to the school's code for lettings income.

4.8 **VAT:** a rule of thumb on lettings is that they become standard rated for VAT when the lettings are taken because of the use of the facilities on offer. If no facilities are provided or used, the letting is exempt from VAT. For instance, the hire of a classroom or hall would be exempt, but the entire cost of a letting involving the use of sports or catering facilities or school equipment such as stage lighting, projectors, videos etc would be standard rated. Further information on VAT is given in Appendix 5, page 28, but you are advised to seek advice from Mrs Vivian Parfitt, the Authority's VAT Officer, if you are in any doubt at all. The number to ring is 0895 250111, ext 2574.

SECTION 5 LETTINGS ADMINISTRATION - SUMMARY

5.1 **General enquiries:**

Deal with general enquiries from the hirer about the availability of accommodation, facilities, charges etc.

5.2 **Application Form:** Give the hirer an application form to complete.

5.3 **Supervision:** on the return of the form, check that the schoolkeeper can be on duty for the letting (there is a space at the bottom of the form for the schoolkeeper to complete). If not, make alternative arrangements or decide not to accept the booking.

5.4 **Permit:** make out a permit form in triplicate (or make two photocopies of the original) detailing the accommodation hired and the cost. The top copy is for the hirer and serves as an invoice as well as confirmation of the booking, the second copy is for the schoolkeeper or other person supervising the letting. The bottom copy is for the file.

5.5 **Diary:** Enter the details, including the permit number, in the diary.

5.6 **Payment:** Maintain a file of permits awaiting settlement. The hirer may need to be reminded that if payment is not received at least three weeks before the event, the booking will be cancelled.

5.7 **Cancellation:** In the event of a cancellation, either by the school or the hirer, remember to inform the schoolkeeper who is able to submit a claim for payment of overtime if given less than 72 hours notice of cancellation.

5.8 **Banking:** Bank the lettings receipts. coded to the school's code for Lettings Income.

5.9 **Claim form:** Approve the schoolkeeper's claims for overtime. Check the details of the claim against the file copy of the lettings permit and enter on the permit the date the claim was approved and passed for payment.

SECTION 6 THE SCHOOLKEEPER

Note: Site Managers/Premises Managers

Many schools are now appointing site managers or premises managers who are employed on APTC (Officer) grades and paid monthly. These members of staff are not covered by the Buff Book conditions of employment applicable to weekly paid schoolkeepers, and it is for each school to decide when preparing the job description and contract of employment exactly what conditions to apply in respect of lettings.

- 6.1 Before the introduction of local management, schoolkeepers supervised all lettings taking place in maintained schools. Now, however, governors can decide if this should continue or whether, for some lettings, the schoolkeeper will not be required. This has always been the accepted arrangement in some Voluntary Aided schools.
- 6.2 Under current “Buff Book” conditions of employment for manual (weekly paid) employees, the schoolkeeper can certainly be excluded from supervising a letting, but once involved must be paid for the full duration plus a half-hour before and after for unlocking and then securing the premises.

Having said that, local arrangements will inevitably be made which will suit the needs of all concerned. For instance, the schoolkeeper might well be prepared to agree to be on duty for only two or three hours during, say, the school fete, rather than being excluded entirely from the letting. When this sort of arrangement is made it is important to remember that the schoolkeeper cannot be held responsible for the letting at times when he or she is not on duty. At such times the schoolkeeper will be perfectly free to leave the site, and so someone else will need to accept responsibility for security in his/her place.

When the schoolkeeper has been on duty for only part of a letting, the Lettings Claim Form should clearly state “Pay ... hours only” or “Pay £... only” otherwise the Wages Section will automatically pay for the full duration of the letting recorded on the claim.

- 6.3 Supervision of a letting has generally been interpreted as “being available if needed”. Many schoolkeepers have chosen to be available at the school house, a practice which has been criticised on the grounds of health and safety as well as on the grounds of inadequate supervision. The present conditions of service do not however require a schoolkeeper to perform any other duties (such as cleaning or minor repairs) whilst supervising lettings. Consequently, whilst it would be possible to insist that the schoolkeeper was in the building during the whole of the letting, local negotiation (or a revised job description for a new employee) would be necessary if other work was also to be done.

- 6.4 Several important factors need to be taken into account before excluding the schoolkeeper from lettings:

- 1 The first concerns goodwill and the effect on his/her income. Without lettings, even taking into account the subsidised rent on the school house, the pay is quite low. The removal of lettings could therefore have a significant effect upon income and, consequently, on goodwill and performance generally.
- 2 Unless the head teacher or a deputy (existing keyholders) is to be responsible for opening and closing the premises, the keys, including master keys, will have to be released to whoever is to be responsible for the particular letting in question. The effect would be to weaken security considerably, and could prove very expensive if keys were lost or suspected to have been duplicated so that external locks had to be changed.
- 3 The situation becomes even more involved if the school has a burglar alarm connected to the schoolkeeper’s house. Leaving aside the obvious danger of releasing alarm system codes to others, the schoolkeeper is unlikely to wish to respond to an alarm call which may well have resulted from the premises not having been properly secured (or the alarm having been wrongly set) after a letting supervised by others.
- 4 Details of schoolkeepers’ current rates of pay are given on page 8.

7.1 **Availability:**

The schoolkeeper must be available to cover a minimum of three evenings per week up to a maximum of 15 hours. Different arrangements, depending upon the job description and contract of employment, may apply to site managers or premises managers appointed on APTC (salaried) grades.

7.2 **Preparation**

The schoolkeeper is responsible for the preparation of the accommodation for the letting, including opening the premises, providing adequate heating and lighting, and making available any furniture and equipment booked by the hirer.

As far as lettings to the public are concerned, the setting-out of furniture has traditionally been left to the hirer. Only with school and local authority lettings has the schoolkeeper been required to undertake this task. Future arrangements with regard to lettings to the public are of course a matter for each school to decide in consultation with the schoolkeeper.

7.3 **Remaining on site**

The schoolkeeper is required to remain on site for the full duration of the letting. Payment is made from a half-hour before until a half-hour afterwards and absence for any time in between is misconduct and subject to formal disciplinary action.

The schoolkeeper should be told that if he/she is required to leave the site because of an emergency the hirer must be informed. This will save the hirer wasting time trying to find the schoolkeeper in the event of an accident or emergency.

If the absence from site is likely to be more than half an hour the schoolkeeper should be instructed to contact the Civic Centre Security (Uxbridge 250111) and ask for Guardplan to provide cover. (This applies only to those schools which use Guardplan to cover for out of hours alarm calls).

7.4 **Supervision**

The schoolkeeper must satisfy him/herself that the letting is causing no problems, that the hirer is not making unauthorised use of facilities or equipment, and that those attending are not straying into other areas of the building.

The level of supervision of the letting itself will depend upon the nature of the activity and whether the hirer is known and trusted. However, regardless of the type of letting the entrance to the site and to the building will be open throughout and the schoolkeeper must supervise the site as a whole to watch for intruders.

7.5 **Being available**

The schoolkeeper must inform the hirer as to where he/she can be contacted during the letting. This is essential. The problem may be fairly trivial but equally the hirer may need to report a fire, an accident or intruders on the site.

7.6 At the Beginning of the letting

The hirer must be informed at the outset of the location of the fire alarms and fire exits in the area to be hired, the location of cleaning equipment so that the premises can be left in a reasonably tidy condition, and where to find the schoolkeeper.

7.7 At the end of the letting

The schoolkeeper should inspect the area **with the hirer**. If the premises have not been restored to a reasonably tidy condition the schoolkeeper can then say so and make it clear that an additional charge is likely to be made. The schoolkeeper is then responsible for securing the building when all have left.

7.8 When the schoolkeeper is unavailable to supervise a letting

The duty can be offered to an assistant schoolkeeper if one is employed at the school. Another alternative is to ask staff at a nearby school to cover, in which case they will need to be given details of the keys and of any security alarm code.

A third option is for the governors to nominate any other person of their choice, but the security of the premises both during the letting and afterwards, must be a paramount consideration when deciding whom to appoint.

A fourth option, available only to schools using Guardplan to cover for out-of-hours alarm calls, would be to ask Guardplan to supervise the letting including securing the building afterwards.

7.9 To avoid a misunderstanding

In order to avoid any misunderstanding on the duties and responsibilities outlined in this section, it would be worthwhile providing the schoolkeeper with a copy.

SECTION 8 LETTINGS COSTS - SUPERVISION

8.1 Supervision and heating are the two main costs incurred as the result of lettings.

8.2 Rates of pay

Schoolkeepers are paid time-and-a-half for lettings during the week and on Saturdays, and double time for Sunday lettings. Bank holiday lettings are all paid at double time.

	Primary	Secondary
The schoolkeeper's basic rate is	£5.30	£5.47

Lettings rates:

Time + half is	£6.79	£7.05
Double time is	£9.06	£9.40

In addition, one fifth (£ 1.06 or £1.09) of the **basic** rate is payable as an unsociable hours allowance for all hours worked after 8.00 pm, including weekends.

All of the above rates are current as at the 1st September 1992 and include London Weighting and 15% oncosts.

8.3 **Calculation of lettings payments to schoolkeepers**

Brief details of the formula used by the Wages Section to calculate lettings payments are given in paragraph 8.7 below. This formula will automatically be applied unless different instructions are clearly shown on the claim form. For example, if a lesser payment has been negotiated with the schoolkeeper (see paragraph 6.2, page 6), the claim form should be marked "Pay hours only" or 'pay £.... only".

8.4 **Payment for lettings**

Payment commences at 6.00 pm on weekdays i.e. the end of the schoolkeeper's normal working day. Events can take place before this time (provided that they do not interfere with the cleaning of the school), but the schoolkeeper will not be able to claim for additional payment unless they continue after 6.00 pm.

8.5 **Schoolkeepers' claims for payment**

Claims must be authorised by the head teacher and sent direct to the Wages Section at the Civic Centre for payment.

Where a schoolkeeper supervises two schools on the same site, only one lettings claim, covering both schools, should be submitted for payment each week. Each headteacher will therefore need to authorise those lettings referring to his/her particular school.

In cases where the claim form covers lettings at more than one school, for example the infant and junior school on a shared site, the form must clearly show where costs are to be charged. Otherwise there is a danger that all costs will be set against one school or the other.

8.6 **Cancelled lettings**

Cancelled lettings can be claimed for by the schoolkeeper if he/she has not been given at least 3 days' notice. It is important therefore that the schoolkeeper is notified of all cancellations without delay. The Conditions of Hire (see para 14 page 19) recommended by the LEA entitle the governors to recover any costs incurred from the hirer if less than three weeks' notice of cancellation is given.

8.7 **Method of calculation of schoolkeepers' lettings claims**

The following are excerpts from the "Buff Book" conditions of service for schoolkeepers: -

Two of more lettings

When the premises are occupied by more than one hirer on the same evening, one hour's additional pay (in addition to the hour for opening and closing) shall be allowed for each letting provided that the total number Of hours in any one evening does not exceed five.

Example 1: If there were three lettings, 6.00-8.00, 7.00-9.00 and 6.00-10.00, the maximum of five hours would be paid. This rule applies to weekend working as well as weekday.

Example 2: If there were two lettings, 7.00-8.00 and 9.00-10.00, payment will be made for five hours, ie: one extra hour for opening and closing after each letting, and the additional hour because the premises were occupied by more than one hirer.

Lettings continuing after 10.00 pm

School lettings which continue after 10.00 pm on Mondays to Thursdays should be exceptional and when such lettings are authorised the limit of five hours (referred to in 1 above) should not operate. The employee should be paid for all hours worked plus the 30 minutes before and after the letting (but not before 6.00 pm).

For example, if the lettings were from 6.00-8.00, 7.00-9.00 and 6.00-11.00, the schoolkeeper would be paid for five and a half hours.

Saturday and Sunday working

Payment is made for all hours worked plus an extra hour for opening and closing.

Example 1: Nine hours' payment will be made for a letting from 12 noon until 8.00 pm.

Example 2: if the lettings were from 10.00-2.00, 4.00-6.00 and 8.00-10.00, payment will be made for 11 hours, ie: 5 hours plus 3 hours plus 3 hours.

SECTION 9 LETTINGS COSTS - HEATING

9.1 You can estimate the average hourly cost of heating the building from the charges made by the gas board. The actual cost of heating for a letting will depend upon the weather at the time i.e. how cold it is. However, it is obviously better and much simpler to make a standard hourly charge for heating whenever it is required.

9.2 Energy costs are one area of the school's budget where savings can be made. Examples of measures that can be taken with regard to lettings are:

- using localised heating (a convector heater, for instance) for small meetings such as governing body and PTA committees

- arranging meetings to take place on the same evening as other lettings for which heating has to be provided. If the local authority is making use of the building for an affiliated youth group or Adult Education classes, then the cost of the heating will be borne centrally (see paragraph 12.5, page 13).

SECTION 10 PARENT TEACHER ASSOCIATIONS

10.1 Previous arrangements

When lettings were dealt with centrally the LEA allowed PTAs a total of six free lettings per annum. An unlimited number of committee meetings were allowed free of charge.

10.2 **Future arrangements**

It is for the governing body to decide whether to continue the arrangements described in 1 above, or to vary them in any way. Almost certainly governors will want to set a limit on the number of committee meetings, and may wish to encourage the PTA to hold them off the school site or on an evening when the building is already in use. Governors would be well advised to allow PTAS to continue to have a set number of free lettings. The contribution made by PTAS is widely appreciated and governors will wish to give them every encouragement, especially with fund-raising events.

10.3 **PTA fund-raising events**

It is important that the PTA appreciates that any fund-raising event on the school site will result in the school incurring costs. If a function makes very little money, or if it is very profitable but the proceeds (or at least sufficient to meet the costs) are not given to the school, then the school's costs will not be covered. PTAs need, therefore, to choose their events with care, and to ensure that the proceeds, in cash or in kind, are not held back unnecessarily from the school.

SECTION 11 COMMUNITY GROUPS

- 11.1 The Education (No 2) Act 1986 states that in exercising their responsibility under Section 42, governing bodies are required to be sympathetic to the needs of the community served by the school when deciding upon out-of-hours use. In other words, the premises should be made available to community groups at rates they can afford.
- 11.2 The Education Reform Act on the other hand makes it clear that school funds cannot be used to subsidise activities not directly connected with the school. Although at first glance the two Acts may appear to be contradictory, the ERA does not insist that a profit is made on each and every booking - it simply requires that total receipts at least meet the total costs incurred. It is acceptable, therefore, for a loss on one letting to be made up from the profit on another.
- 11.3 There are a number of ways in which community group lettings can be permitted without incurring any loss at all. For instance:
- 1 Timing them to coincide with other, regular lettings which are profit making. In these circumstances, the community letting could actually be allowed free of charge without incurring a loss.
 - 2 Timing them to coincide with other, similar lettings. Each hirer could then be allowed a subsidised rate which, in total, would meet the costs incurred.
 - 3 Timing them to start and finish before 6.00 pm. The schoolkeeper will still be on duty, and the residual heating from the school day should be sufficient to avoid the need to switch the system back on.
 - 4 Charge for just the actual costs incurred. Lettings requiring no heating will only incur the cost of supervision.

- 5 In schools without zoned heating (the vast majority), installing localised heating in areas regularly used by hirers. The expense involved could probably be quickly recouped since it would cut the cost of all lettings using that area and not just community lettings.

It is also worth noting that the booklet “School Governors, A Guide To The Law” issued to all governors by the Department for Education refers in Section 16 to the help that governing bodies can seek from the Sports Council when considering community use of sports facilities. The booklet says that the Sports Council is willing to consider applications for grant aid, especially if capital expenditure is needed to provide separate community access, changing rooms etc.

SECTION 12 LOCAL AUTHORITY LETTINGS

12.1 Local authority requirements

As mentioned on page 1, the local authority can give directions about the use of the premises because it has responsibility in law for their upkeep, but these directions must not amount to control of the premises. The local authority will require schools to make accommodation available for all lettings authorised for:

- a Adult Education (including WEA classes)
- b Mother tongue teaching
- c Hillingdon Music Centre - Saturday morning classes
- d Youth Service (including affiliated youth groups)
- e Elections and public meetings
- f In-service training and other specific LEA requirements.

12.2 Adult education

Detailed arrangements will be a matter for agreement between the head teacher and the Adult Education Service. Adult Education is dealt with further in Section 13 page 13.

12.3 Mother tongue classes

New or additional bookings must not be accepted without the agreement of the Pupil and Family Services Manager, Civic Centre 2E/07.

12.4 Affiliated Youth Groups

A list of groups affiliated to the Community Education Service has been circulated to schools and updates are provided annually. These groups must be charged in accordance with the scale of charges provided by the LEA, see appendix 3, page 26.

The income received must be banked in the same way as other lettings receipts i.e. into the school's own bank account or, for schools not operating their own bank account, into the LBH bank account but credited to the school income code.

Approval is required (telephone the Community Education Service, 0895 250642) before any new or additional bookings are accepted from affiliated groups.

12.5 **Reimbursement of costs incurred**

Each year the Community Education Service will reach agreement with the head teacher on a sum to cover the cost of lettings to affiliated youth groups scheduled to take place at the school. The agreed amount will cover supervision and heating costs, plus a small allowance for wear and tear, and will be paid to the school in a lump sum.

The lump sum does not take account of other lettings which might occur at the same time as the LEA use of the premises. This means that although governors are not able to make a profit on LEA lettings, they will have the opportunity to take advantage of LEA use by organising other lettings to run simultaneously. These additional lettings, even if they are subsidised community events, will be clear profit if the full cost of heating as well as the cost of supervision is being borne by the LEA.

More detailed information on the arrangements with regard to lettings to affiliated youth groups is given in circulars 55/92 and 63/92. Alternatively, you can contact Nick Taylor, Community Education Service, Civic Centre, 2E/04, telephone 0895 250641.

12.6 **Fund raising**

LEA support does not apply to fund-raising lettings. If a youth group or mother tongue class wishes to hire the premises for such an event it will have to negotiate a charge with the governors.

12.7 **Priority**

The local authority would wish to see Community Education and any other such bookings being given priority over those from all other outside hirers. On the question of deciding priority between LEA bookings and the school's own use of the premises, it is accepted that each school expects to have unrestricted use of its premises but the LEA, like any other hirer, has the right to expect three weeks' notice of any cancellation.

SECTION 13 ADULT EDUCATION

13.1 It is worth making the point that although Adult Education classes count as Local Authority use of the school, they are clearly a service to the local community and as such deserve the full co-operation and support of the governors.

13.2 The question of priority for Adult Education bookings has already been referred to (see paragraph 12.7, page 13) but there are a number of other issues which need clarifying for the Service to be able to operate effectively.

Use of school equipment and other facilities

The Service cannot operate properly without the use of equipment such as typewriters, cooking utensils, computers, woodwork tools etc. The 5% wear and tear allowance paid to governors in respect of LEA lettings was introduced primarily to take account of Adult Education use of school facilities, and it is hoped that this will serve to resolve any reluctance to allow access to equipment.

Cancelled bookings

Although Adult Education bookings are agreed well before the beginning of each term, it has to be accepted that the need for a particular additional and unplanned school event will occur from time to time, and that schools wish to feel free to make use of their own premises for it. Nevertheless, the Adult Education Service, like any other hirer, has the right to three weeks' notice in which to reorganise classes and notify all those involved.

Shared accommodation

In a number of schools regularly used for evening classes, certain areas are designated for the use of Adult Education. The Service also has access to school telephones, required not only to be able to operate effectively but also on security/safety grounds.

SECTION 14 GENERAL NOTES

14.1 August Lettings

The Conditions of Hire suggested by the Authority state that lettings will not be permitted during the month of August. Before making any amendments to this clause, governors should recognise that (a) schoolkeeping staff are required to take most of their annual leave in school holiday periods and may be absent at that time. (b) it is traditionally the time when the school is given a "spring clean" in preparation for the new academic year, and (c) it is the most convenient time for major building works to be carried out.

If August lettings are to be accepted, care needs to be taken to ensure that the accommodation required will actually be available.

14.2 Catering Facilities

The use that schools are able to make of the kitchen facilities will depend upon the agreement which each individual school makes with the contractor providing the meals service.

If a member of the contractor's staff is required to be on duty for a letting then the cost will need to be passed on to the hirer.

14.3 Noise

Before approving any lettings finishing very late in the evening, it is important to take into account the likely disturbance caused to neighbours by people leaving the premises.

14.4 Security

Every effort should be made to prevent those attending the letting from straying into areas of the school which have not been booked. If other areas cannot physically be barred, then the schoolkeeper must make regular checks.

14.5 Alcoholic Drinks

Governors would be well advised to insist that the agreement of the head teacher and the

chairman of governors is required before permission is given for alcohol to be either served or sold.

14.6 **Capacities**

With the assistance of the schoolkeeper a list should be drawn up of safe maximum capacities for such areas as the hall, dining hall, gymnasium etc. A copy should be held by the member of staff responsible for approving lettings applications to ensure that the limits are never exceeded.

14.7 **Evaluation Form**

Schools will want to ensure that they are meeting the needs of hirers and learn of any improvements which could be made in the service provided.

One way of obtaining feedback from hirers would be to include an evaluation form in with the lettings permit with a note asking that it be returned direct to the head teacher if the hirer has any comments to make after the letting has taken place. The form could include such questions as:

- Were you satisfied with the standard of cleanliness?
- Were the premises opened on time?
- Was any furniture and equipment requested ready for use?
- Was the schoolkeeper available throughout the letting?
- Any complaints?
- Any suggestions for improvements?

14.8 **Failing to vacate the premises on time**

This is a common problem with lettings which is why the Conditions of Hire (paragraph 19, page 19) authorise the governors to charge for any additional time. The schoolkeeper should remind the hirer towards the end of the letting period that the premises are shortly due to be vacated. If the hirer takes no action then he/she must be told by the schoolkeeper that an additional charge will be made and deducted from the deposit.

14.9 **Final Inspection**

It is most important that, at the conclusion of the letting, the schoolkeeper inspects the accommodation with the hirer. If the premises have not been restored to a reasonably tidy condition then the schoolkeeper must say so and give the hirer the opportunity to take action. If the hirer refuses, then he/she must be told that a charge for extra cleaning will be made and will be deducted from the deposit.

14.10 **Cleaning after lettings**

The majority of lettings do not make a lot of mess and the schoolkeeper will be able to deal with the small amount of cleaning required to prepare the area for school use the next day. Other, larger lettings such as Adult Education, Open Evenings etc are a different matter. As far as Adult Education is concerned an early morning clean of the areas used will be funded by the Adult Education Service.

Cleaning after Open Evenings can be dealt with by the schoolkeeper (working overtime) or the cleaning staff the following morning. The cost of any additional cleaning for a private letting should be taken into account when fixing the lettings charge.

If your school has contract cleaners, the contractor will leave areas uncleaned if they are in use for lettings at the time the clean is carried out. During holiday periods the contract will probably allow for the school to be cleaned only once. If a letting takes place after the school has been cleaned it is likely that a further clean will incur an additional cost.

14.11 Hirer's responsibility for cleaning

The Conditions of Hire (paragraph 38, page 22) require the hirer to leave the premises in a reasonably tidy condition. This means replacing furniture where it was found, wiping surfaces such as table tops, mopping up spillages, and sweeping dry litter into bags. It does not mean cleaning toilets or washing floors. Basic cleaning equipment should be provided by the schoolkeeper and made readily available.

As you may guess, this responsibility is not at all popular with hirers and is perhaps the main cause for dispute and complaint. If the job is to continue to be left to hirers it should be made quite clear at the outset as to exactly what is expected of them. If on the other hand it is decided to make separate arrangements for cleaning, the cost will have to be built into the lettings charge.

14.12 The schoolkeeper's meal break

The schoolkeeper is entitled to a meal break from 6.00 pm until 6.30. If a letting is requested from 6.30 the schoolkeeper (who is on duty from a half-hour before the letting begins) should be asked if he/she is willing to remain on duty from 6.00 pm.

14.13 Occasional entertainment licences

No school is licenced for public entertainment. Consequently an occasional licence is required whenever a public entertainment is planned.

The need for a licence for public entertainment is referred to in paragraph 27 of the draft Conditions of Hire (page 21). In addition, attached as appendix 4 are some notes of guidance issued by the Council's Entertainments Licencing Officer.

School-organised activities are considered to be private entertainment only if admission is restricted to staff of the school and parents of pupils.

If in doubt, contact Mr N C Stanley, Entertainments Licencing Officer, Public Protection Services, telephone 0895 250111, extn 4236.

14.14 Lettings and Contractors on Site

If a weekend letting occurs at the same time as the site has been opened for contractors, the schoolkeeper cannot claim twice i.e. for the letting and for the contractors. To do so would be a serious disciplinary offence.

If, for example, contractors are on site from 10.00 am on a Saturday morning until 4.00 pm (6 hours), and a letting begins at 2.00 pm and goes on until 6.00 pm (4 hours) the schoolkeeper should claim the 6 hours on the weekly timesheet, charged to the contractor, and only 2 hours on the lettings claim form, making a total claim of 8 hours.

14.15 **Car Boot Sales**

Car boot sales, like any other markets, are subject to a number of legal requirements. The Local Authority in the form of the Planning Department and Public Protection Services is responsible for enforcing the law and must be consulted in advance of any market taking place at which traders are likely to be present. Appendix 6, page 30 gives further information on the legal requirements and who to contact for information or advice.

SECTION 15 DRAFT CONDITIONS OF HIRE

Note: These conditions are available on floppy disk (Multimate) so that you can load the information on to your own system without the need for retyping. Once the information is on your own system you can make whatever amendments you wish to suit the particular needs of your school. Contact the Resources Unit, Civic Centre 2E/08. Telephone 0895 250467.

CONDITIONS OF HIRE

1 **Acceptance of Conditions**

The hiring of accommodation is permitted only on the conditions outlined in these regulations. Acceptance of a hire permit is deemed to be acceptance of these conditions.

2 **Compliance with Conditions**

The Hirer (the person or body to whom the permit is granted) shall be responsible for compliance with these conditions.

3 **Governing Body**

All lettings will be subject to the approval of the Governors who will also decide the charge to be made.

4 **Receipt of applications**

Applications for the hire of the premises should normally be made at least three weeks in advance. In general, reservations will not be accepted for dates more than twelve months in advance, except for special events such as those needing extensive preparations.

5 **Availability of the Premises**

Accommodation is available for hire between 6.30 - 10.30 pm on Monday to Thursday, 6.30 - 12.00 midnight on Fridays, 9.00 am - 12.00 midnight on Saturdays, and 9.00 am - 6.00 pm on Sundays. Lettings will not normally be accepted for the month of August or on National holidays.

6 **Staff Rooms, Workshops etc**

Staff rooms are not available for hire. Practical accommodation such as laboratories, Domestic Science rooms and workshops will be available for hire only to qualified teaching staff and the Adult Education Service.

7 **Gymnasium**

Outdoor footwear must not be worn in the gymnasium. No school games equipment may be used without permission, and the gymnasium equipment is in any case not to be used unless an adult with recognised qualifications for the activity proposed is personally in charge at all times.

8 **School Apparatus**

No use may be made of apparatus such as stage fittings, pianos etc without specific permission.

9 **Fabric and Fittings**

The fabric and fittings (including electrical installations) and contents of the premises shall not be interfered with in any way. No treatment shall be given to prepare a floor for dancing and the wearing of stiletto heels is prohibited.

10 **Storage**

Storage facilities cannot be provided. When hirers are permitted to leave equipment on the premises they do so entirely at their own risk.

11 **Hirer's Property**

Furniture and apparatus required may be brought on to the premises at the Hirer's own risk. Hirers shall not bring on to the premises without the prior consent of the Governors any article of an inflammable or explosive nature, nor any article producing an offensive smell, nor any other substance, apparatus or article of a dangerous nature.

12 **Refusal of Application to Hire**

The Governors may refuse an application to hire the premises (a) if the premises are required by the School or the Local Authority, (b) if there has been any damage to the property or a breach of these conditions during a previous use of the premises by the Hirer, (c) if for any other reason the Governors deem it necessary or expedient to withhold the permit. No compensation shall be payable by the Governors by reason of such a decision.

13 **Cancellation by the Governors**

Whenever it becomes necessary to cancel a letting, the Governors will give at least three weeks' notice to the Hirer.

14 **Cancellation by the Hirer**

The Hirer must give at least three weeks' notice of cancellation to the Head Teacher, acting for the Governors. If any shorter notice is given, the Governors reserve the right to pass on to the Hirer any costs unavoidably incurred. Such a charge may be made by withholding part or all of any deposit paid at the time of booking (see para 20).

15 **Priority of Use**

Conflicting demands for the use of the premises will be resolved by the Governors with priority being given to school functions and Local Authority lettings.

16 **Charges**

Hire charges will be made in multiples of one hour. The charge includes the cost of insurance arranged by the Council, fuel and light, supervision by the School-keeper and the normal cleaning of the accommodation. (See paragraph 19 below regarding additional charges).

17 **Payment of Charges**

All fees must be paid at least three weeks before the date of use or the accommodation will not be regarded as booked.

18 **Review of Charges**

These regulations, together with the scales of charges will be subject to periodic review by the Governors.

19 **Additional Charges**

The Governors reserve the right on proper notification to invoice the Hirer for any charges (a) arising from excessive cleaning time incurred as the result of the Hirer failing to leave the accommodation in a reasonable condition, (b) for the repair of the premises or equipment damaged by the Hirer, and (c) resulting from the Hirer failing to vacate the premises by the time stipulated in the booking permit.

20 **Deposits**

The Hirer shall, if so demanded, pay at the time of booking a refundable deposit to be held by the Governors against (1) costs unavoidably incurred as the result of insufficient notice of cancellation of the booking, (2) any damage caused by the Hirer or (3) additional cleaning required as the result of the premises not being left in a reasonably tidy condition. In the event of damage, or of additional cleaning being necessary, the proportion of the sum to be retained will be for the Governors to decide and their decision will be final.

21 **Insurance**

Insurance cover has been arranged on behalf of the Hirer but it does not cover:

- the first £100 of any accidental loss or accidental damage to school property arising from any one claim.
- damage in excess of £1,000,000 arising from any one accident.
- articles of any description brought on to the premises by the Hirer.

In the event of damage to premises by fire or explosion resulting from the Hirer's negligence, the insurance company will pay the Council's expenses in restoring the premises but may look to the Hirer for reimbursement. Hirers are advised to provide their own cover against such an eventuality.

22 **Indemnity**

The Hirer and any guarantor required by the Governors shall be required as part of these conditions to indemnify the Governors in the manner set out on the application form.

23 **Private Profit**

Use of the premises will be permitted for private profit but subject to any conditions which the Governors may wish to apply.

24 **Statutory Requirements**

All statutory requirements, including those relating to Health and Safety and Public Entertainments, must be strictly fulfilled by the Hirer.

25 **Musical Works**

No musical works in the repertoire of the Performing Right Society may be performed in public on the premises unless the Hirer has obtained the permission of the Society. (The Society can be contacted at 29/33 Berners Street, London W1. Telephone 071 580 5544).

26 **Copyright**

No copyright material must be delivered or performed unless the consent of the owner of the copyright has been obtained by the Hirer.

27 **Public Entertainment**

Film, musical, dancing (including disco) and stage events must all be considered to be public entertainments unless entrance is restricted only to those who are bona fide members of the organisation hiring the accommodation.

If admission is free and open to all, or if tickets are to be sold at the door or are to be offered to friends, neighbours or the public by way of advertisement, it is the Hirer's responsibility to inform the Council's Entertainment Licencing Officer and obtain an Occasional Licence. The address to write to is The Entertainments Licencing Officer, Public Protection Services, London Borough of Hillingdon. Civic Centre, Uxbridge, Middlesex UB8 1UW. (Telephone 0895 250111, extn 4236).

28 **Attendance**

The Hirer shall ensure that the number of persons using the premises does not exceed that for which application was made and approved.

29 **Behaviour**

The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated.

30 **Own Risk**

It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

31 **Accident or Injury**

Neither the Council nor the Governors accept any responsibility for any accident or injury or loss of property that may occur to, or be sustained by, persons using the premises during the period of the letting. Hirers are therefore advised to provide their own cover against such an eventuality.

In the event of any such accident, injury or loss, the Hirer must notify the Head Teacher on the following working day.

32 **Alcohol**

In no circumstances shall alcoholic drinks be available at any function without the written consent of the Governors. Permission will be granted only in exceptional circumstances. Applications must be made in writing by the Hirer at the time of applying for the use of the

premises. If permission is granted for alcoholic drinks to be sold it will be the responsibility of the Hirer to obtain an occasional licence from the Magistrates Court.

33 **Gambling**

The premises may not be used for games of chance, other than bingo, unless specific permission has been granted by the Governors.

34 **Fire Precautions**

Hirers shall familiarise themselves with the fire precautions in force on the premises and with the means of escape in the event of a fire. Fire and other exits must be kept clear at all times.

35 **Smoking**

Smoking is not allowed in carpeted areas and is restricted to areas with non-combustible flooring. Hirers must provide their own ashtrays.

36 **Schoolkeeper**

The Schoolkeeper is instructed by the Governors to ensure that these conditions are fully complied with. All reasonable instructions given by the Schoolkeeper on duty must therefore be followed.

37 **Right of Access**

The Governing Body and its agents reserve the right of access to the premises during the letting.

38 **Conclusion of the Letting**

...)

The Hirer shall, at the end of the hire period, leave the accommodation in a reasonably tidy condition, all equipment being returned to the correct place of storage.

APPENDIX I

----- **SCHOOL**

**HIRE OF SCHOOL ACCOMMODATION
APPLICATION FORM**

To be completed and returned not less than 15 working days before the date of the booking.

1 Name of Organisation: -----

2 Nature of Event: -----

3 Number attending: -----

4 Admission Charge (if any) £ -----

What will the proceeds be used for? -----

5 Date(s) the accommodation is required: -----

6 Times: From: ----- To: -----

Allow time for preparation and clearing up if you need it.

7 **Accommodation** (tick as required)

Whole School	Hall	Classrooms	how many?
Dining Hall	Gymnasium	Changing Rooms	Showers
Playground	Playing Field	Tennis Court	How many?
Other (Please state)			

Toilet facilities will be available for every booking of the building. Please note that drinking water and catering facilities are not available unless specifically booked.

8 **Heating** Is heating required? YES / NO

9 **Furniture** Number of chairs required

Any other requirements? -----

10 **Equipment** Please list any school equipment you would like to use. **Important note:** the hiring of equipment will mean that VAT will be payable on the full cost of the letting.

11 **Alcohol** Do you wish to serve/sell alcoholic drinks? YES / NO

APPENDIX 1 (Continued)

To the Governors of _____ School

I, (full name) _____

of (address) _____ (APPLICANT/S)

and I (full name) _____

of (address) _____ (GUARANTOR)

all being over the age of 18 years, hereby apply for permission for the Applicant(s) to use the accommodation and other facilities as set out overleaf, it being understood that if such permission be granted it will be subject to the Conditions of Hire made by the Governors in relation to the use of the school premises, a copy of which we have received, and that such permission will be effective only so long as such Conditions are duly observed and performed.

We agree to the cost of hiring the accommodation in accordance with the Governors' current scale of charges.

I/We, the Applicants jointly and severally hereby undertake and agree with the said Governors to perform and observe all of the said Conditions, including applying for an entertainments licence when necessary, should such permission be granted.

We, the Applicant and the Guarantor, hereby jointly and severally agree to indemnify and keep indemnified the Council of the London Borough of Hillingdon and the Governors of the school from and against all loss, damage, costs, claims, demands, expenses or charges which the Council or the Governors may sustain or incur in respect of any matter arising out of the use of the accommodation or the Conditions relating thereto, including breach or infringement of copyright, insofar as the same are not covered by the policy of insurance effected by the Council and referred to in the Conditions of Hire, or the obligation to give notice of any accident, damage or proceedings as aforesaid is not fulfilled by us and to pay to the Governors on demand all such sums as may be payable by reason of this indemnity.

Signature of Applicant _____ Date _____

Telephone Number: Home _____ Business _____

Signature of Guarantor _____ Date _____

Telephone Number: Home _____ Business _____

-----SCHOOL
(Address)

PERMIT FOR THE HIRE OF SCHOOL PREMISES

Enquiries to:

Telephone:

PERMIT No:

TO:-----

Date-----

I am pleased to inform you that your application to use the accommodation and facilities listed below has been approved. Permission is granted subject to the Conditions of Hire and the conditions referred to on the application form and is operative only so long as these are observed, and provided that the sum stated below is paid at least Fifteen working days before the date of use.

Date(s) of Use:-----

Times: From:-----To:-----

Purpose:-----

Accommodation Booked:-----

Equipment Booked:-----

CHARGE

----- Hours @----- £-----

Equipment £-----
=====

VAT (if applicable) £-----

Refundable deposit (see para 20 of the Conditions) £-----

Total Payable £-----

Payment must be made at least fifteen working days in advance of the date of use. Cheques should be made payable to the London Borough of Hillingdon, School and sent to the Head Teacher at shown above. A receipt for payments made by cheque will not be provided specifically requested.

Yours faithfully

EDUCATION AND COMMUNITY SERVICES

AFFILIATED YOUTH AND COMMUNITY GROUPS

Lettings charges from 1 September 1992

	SENIOR GROUPS SCALE 3				JUNIOR GROUPS SCALE 4			
	Weekdays		Weekends		Weekdays		Weekends	
	Y & C	Sports & Rec	Y & C	Sports & Rec	Y & C	Sports & Rec	Y & C	Sports & Rec
Primary Hall	7.60	11.40	9.50	14.25	2.75	3.80	3.50	6.12
Secondary Hall	14.65	22.50	18.30	27.50	5.10	7.65	6.40	9.60
Dining Hall	10.90	16.35	13.75	20.60	3.30	5.00	4.20	6.30
Lecture Theatre, Music Suite, Drama Studio	10.90	16.35	13.75	20.60	3.30	5.00	4.20	6.30
Classroom	2.75	3.80	3.50	5.25	2.00	3.00	2.40	3.60
Sixth Form Centre	14.65	21.95	18.30	27.50	5.10	7.65	6.40	9.60
Gymnasium	10.90	16.35	13.75	20.60	3.30	5.00	4.20	6.30
Games Hall	14.65	22.00	18.30	27.50	5.10	7.65	6.40	9.60
Pitch/Playground Court	5.00	7.50	7.50	11.25	2.65	4.00	3.30	5.00
Evelyns Pool	3.00	64.50	4.00	6.00	1.30	2.00	1.65	2.50
	17.00	25.00	21.00	32.00	4.50	6.75	5.50	8.25

***NOTES**

Senior Groups: over 16 years of age
Junior Groups: major under 16 years of age

Sports and Recreational Groups

Marked* in the list of affiliated groups issued 1.9.92 must pay the new charges + above.

Weekend Charges apply from 6.30 pm Friday, and all day Saturday and Sunday

Hire periods are multiples of one hour except for uniformed groups who are permitted to book to the half hour.

APPENDIX 4

PUBLIC ENTERTAINMENT LICENCES

1 Premises licenced for public entertainment

No schools in the Borough are licenced for public entertainment. This means that an occasional licence will be required whenever the premises are to be used for this purpose.

2 Definition of public entertainment

Film, musical, dancing (including disco) and stage events must all be considered to be public entertainments unless entrance is restricted to only those who are bona fide members of the organisation hiring the accommodation. In the case of a school or PTA event “bona fide members’ would include parents, staff and pupils. If admission is free and open to all, or if tickets are to be sold at the door or are to be offered to friends, neighbours or the public by way of advertisement, an Occasional Licence will be required.

3 Functions for which a licence is not necessary

bazaars, jumble sales, sales of work
bingo, whist drives
dancing classes, lectures, meetings
wedding receptions and private parties not promoted for private gain.

4 Indoor sports licences

If the premises are to be used for an indoor sports event which is open to the public, a licence will be required. The regulations specify no lower limit to spectator numbers and licencing will be required even if admission is free. Parents waiting to collect children participating in sports activities will not be considered as public spectators.

“Sporting event” is defined as any contest, exhibition or display of any sport, and “sport” is defined as (a) any game in which physical skill is the predominant factor or (b) any form of physical recreation for competition or display.

5 Charges

Although a charge is normally made for an Occasional Licence, it will be issued free for events organised and run by a school or PTA. The Licencing Officer may however wish to inspect the site and may insist on additional safety precautions.

6 Application for Licences

For further information and application forms contact Mr N C Stanley, Entertainment Licencing Officer, London Borough of Hillingdon, Civic Centre (3S/02), Uxbridge, Middlesex UB8 1UW, telephone 0895 250152. Please give at least 14 days’ notice.

VALUE ADDED TAX (VAT) ON LETTINGS

Letting a room only is exempt from VAT. This may include desks, tables or chairs already there or moved there from elsewhere in the building. A “room” may be an office, classroom or general purpose hall, provided the sports facilities within a general purpose hall are not used.

Lettings with extra facilities are a standard rated supply. Examples of these are:-use of stage lighting, projectors, videos, catering facilities, supply of staff to exclusively service the letting, e.g., security, serving or waiting. The entire transaction is standard rated.

A rule of thumb on lettings are that they become standard rated when the lettings are taken because of the use of the facilities on offer. If no facilities are provided or used, a letting is exempt.

ADMISSIONS

Admission charges are always standard rated. If admission is ever allowed free of charge, care must be taken to ensure that input VAT has not been reclaimed on any expenditure relating to that event.

Entry by means of programme

Programmes must be standard rated if the condition of entrance is that if in place of an admission charge a programme must be bought. Otherwise programme sales are zero-rated.

Entrance by donation

To be accepted as a true donation it must be an entirely voluntary payment at the donor’s discretion and will secure nothing for the donor in return. It must be made clear to the donor that admission can be gained to the event whether or not a donation is given and the size of the donation must be entirely up to the donor.

Entrance by admission plus a donation

In this circumstance only the admission charge is taxable provided that it is clearly indicated on tickets, advertising media, programmes etc, that the basic minimum charge will admit any person to the event. References to donations on tickets, etc must make it clear that it is entirely up to the individual to decide whether to make a voluntary donation over and above the basic admission charge. As long as this is made clear, you may indicate the level of individual donations which you hope to receive. Additionally, the making of a voluntary donation must not secure any other benefit, such as better seating, etc.

SPORTS FACILITIES

Sports facilities may be defined as premises that are designed or adapted for playing any sport or taking part in physical education. Swimming pools, tennis, badminton and squash courts, cricket and football pitches, gymnasia. Fixtures such as mirrors, bars, netball and basketball goals in halls normally mean sports facilities. These facilities are standard rated.

General purpose halls which have only floor markings are not classed as sports facilities and the letting of these halls are exempt even when let for playing sport.

Standard rate VAT should be applied to sports facilities when they are let on an ad hoc basis. However, the letting out of these facilities are exempt under certain circumstances. When these circumstances apply no VAT is to be charged:

- 1 Single lets of sports and physical recreational facilities for a continuous period of over 24 hours to the same person, provided the person to whom they are let has exclusive control of them throughout the period.

OR

- 2 There is a series of 10 or more lets and each session is for the same sport or activity each session is in the same place
the interval between each session is at least a day and not more than 14 days (although the duration of each session can be varied).
The series is to be paid for as a whole. An invoice must be issued in advance for the sessions specified. A refund in the unforeseen non-availability of the facility is permissible, but under no other circumstances. The facilities are let to a school, club, association or an organisation representing affiliated clubs.
The person to whom the facilities are let has exclusive use of them during the sessions.

The letting out of sports premises for other purposes - for example, a meeting - is exempt from VAT.

The VAT liability on the letting of changing rooms, floodlighting etc, included with the sports facilities goes with the supply, ie, if the supply of the sports facilities is standard rated or exempt.

APPENDIX 6

CAR BOOT SALES

1 Planning permission

It is the governors' responsibility and not the hirer's to ensure that planning regulations are complied with, and it is the governors who could face action if a breach of the regulations occurs.

Governors are therefore strongly advised to seek advice from the Planning Department before giving approval for any kind of market at which traders are likely to be present.

2 Planning advice

Hayes and Harlington	0895 250400
Ruislip and Northwood	0895 250401
Uxbridge and Harefield	0895 250403
Yiewsley and West Drayton	0895 250402

3 Commercial Premises

Under the Local Government (Miscellaneous Provisions) Act, the Commercial Premises division of Public Protection Services is entitled to 28 days' notice of any market, including car boot sales, being held. Officers will wish to see that the provisions of the Shops Act 1950 are complied with; only specific items are permitted to be sold on a Sunday unless the trader concerned is of the Jewish faith, has applied to the local authority to be registered as such and has signed a statutory declaration. Commercial Premises will also take action against noise nuisance which is covered by the Control of Pollution Act, and will enforce the Food Hygiene Regulations on all stalls and vans selling food. For further information telephone 0895 250190.

4 Trading Standards

The Trading Standards division of Public Protection Services is able to take action against individuals failing to comply with the law regarding the sale of food and other items. Brief details of Trading Standards requirements are as follows:

Governors

- a A register should be kept of the names, addresses and vehicle registration numbers of all stallholders, and the pitch numbers allocated to them.
- b Each pitch should be numbered and the number clearly displayed.
- c A prominent notice should be displayed at or near each entrance and exit advising the public to note the pitch number and contact the Public Protection Services (0895 250164) if they have any complaint regarding the goods that they purchase.

Stallholders

- a All items for sale (eg toys and electrical equipment) must be reasonably safe. This applies equally to secondhand goods, especially electrical fires. Electrical plugs must be correctly

wired.

- b The sale of counterfeit goods (eg audio cassettes, clothing, watches and videos) is not permitted.
- C Goods must be described honestly.
- d All goods sold by quantity must be weighed on approved weighing and measuring equipment.
- e All pre-packed food must be marked with an indication of quantity. Prices for all food on sale must be displayed.
- f Clothing must provide an indication of fibre content.
- g Gold and silver goods must be hailmarked and a hailmarking notice displayed.
- h No fireworks or medicines must be sold.
- i Mock auctions and competitive bidding are not allowed.

Stallholders should be given this information, preferably at the time the pitch is booked.

For further information contact Trading Standards on telephone 0895 250164.