



## Federation of Cherry Oak School, Victoria School & Victoria College *Lettings Policy*

### Introduction

Governors have control over the use of the Federation premises, subject to the LA's general policy on hire of premises.

This policy is in place to outline the roles and responsibilities of the hirer and of the Federation to ensure that federation assets are protected, whilst allowing the community access to the facilities.

### Applications for Hire of School Premises

An application form for the use of federation premises must be completed for use by other organisations that take place outside of school hours.

When an enquiry is received regarding the hire of premises the following information will be issued to the person making the enquiry:

- Scale of charges.
- Conditions of hire.
- Application form.

An application form must be completed in full, and signed prior to approval being given for a letting to take place.

Applications for the hire of federation premises is to be made directly to the relevant school.

Applications may be made on behalf of others, however the person or organisation who completes the application form will be charged for the hire and will be responsible for the hire.

Applications can only be authorised by the Executive Head Teacher, Head of School or the Strategic Business Manager and must be agreed by site staff before being accepted.

### Permits for Hire of School Premises

A permit for the hire of federation premises must be issued once a letting application has been accepted. The following details will be completed on the permit:

- Permit Number.
- Name of School.
- Name of Hirer – this will be the name of the person or organisation who is to be charged for the hire of premises.
- Address of Hirer
- Organisation using the premises.
- Purpose of the Letting.
- Date(s) of use.
- Times of use (to and from).
- Accommodation – this will include the type of accommodation and the numbers involved.
- Hire Charges – this will be a separate sheet which will clearly breakdown the charge of the letting as detailed:

Accommodation charges per letting  
 +  
 Other Charges (Please specify)  
 X  
 Concession rate (if applicable)  
 =  
 Charge per letting

Charge per letting  
 X  
 Number of Times Let  
 =  
 Total net Charge for Letting

Total net charge for letting  
 +  
 VAT @ 20% (if applicable)  
 =  
 Total gross charge for letting

The permit will be issued to the hirer, a copy given to site staff, and a copy retained in school.



## Use of School Kitchens

The use of school kitchens is not allowed.

## Charging – General

The federation is responsible for charging hirers of school premises direct.

Once a letting has been agreed and authorised charges will be calculated as detailed below and an invoice will be issued, along with a permit of hire, stating the payment terms.

- i) **Accommodation Charges**  
This will take into account the cost of different types of accommodation used and how many of each are used.
- ii) **Other Charges**  
This will take into account any other charges that are to be levied for each letting, e.g. Sessional Charge.
- iii) **Concession Rates**  
Appropriate concession rate that may be applicable to the letting, as per the concessional rate list.
- iv) **Charge Per Letting**  
The sum of i) and ii) less the concession rate where applicable will give the charge for each time the letting takes place.
- v) **Total Net Charge for Letting**  
If the letting is for one session only the Total Net Charge for the letting will be equal to the calculation shown in iv) above. However, where the letting is for more than one session the charge per letting should be multiplied by the Number of times let to calculate the total net charge for letting.
- vi) **VAT**  
The VAT regulations applicable to hire of school premises are covered in more detail further on. Where VAT is applicable it should be calculated at the standard rate and shown separately. The council's VAT registration number should be quoted on the hirer's copy of the permit.
- vii) **Total Gross Charge for Letting**  
If VAT applies it should be added to the Total Net Charge for the Letting to give the Total Gross Charge for the Letting.
- viii) **Instalment Charges**  
Instalment charges should state the following:
  - Name of school



- Name of hirer
- Address of hirer
- Total Charge for Letting
- Permit Number
- Number of Instalments – where the letting is for a number of dates the number of instalment payments allowed should not be more than the number of dates booked.
- Instalments Due – Agreement should be reached on the day/dates that instalments are to be paid. You must ensure that an instalment payment is received prior to each date of use.
- Authorised By – a member of federation finance staff should sign to denote his/her agreement.
- Agreed By – the hirer should sign to denote his/her agreement to the amount and frequency of the instalments.

A copy of the agreed instalment should be issued to the hirer together with the permit. Once the last instalment has been received the hirer's copy of the permit may be endorsed "Full and Final Payment Received".

The school's copy of the completed record should be kept on file with the school's copy of the permit.

The hirer must be informed that payment for the letting charge must be made to the school office prior to the date(s) of the letting(s), unless agreed otherwise by the school.

Access to federation premises will only be allowed if the hirer can provide proof that the letting has been paid for in advance or in the case of instalment payments that the latest instalment has been paid.

Under no circumstances should the hirer make payment to any member of staff supporting the letting on the day of use, or otherwise.

## **Charging – Value Added Tax**

It is imperative that VAT is accounted for properly. Failure to do so could result in the LA incurring financial penalties.

### **a) Letting of Premises for Sport and Physical Recreation**

The letting of facilities designed or adapted for playing any sport or taking part in physical recreation is subject to VAT at that standard rate.

However, the letting of such facilities may be exempt from VAT if:

### **b) Sports Facilities etc, let other than for Sports or Physical Recreation**

The letting out of premises designed or adapted for playing sport or taking part in physical recreation for



other purposes – for example a sports hall let for a wedding or a religious meeting is exempt from VAT.

The councils VAT Registration Number is:

**GB 112 0821 30**

## Receipt of Income

The following procedures must be adhered to when income is received for the letting of federation premises:

### a) Cash

- Check that the cash received is legal tender.
- Check that the cash received is the actual amount that is stated.

### b) Cheques

- Cheques should be made payable to the relevant school, where the letting is taking place.
- Cheques dated over six months previously should not be accepted. Cheques are only valid for six months.
- The amount on the cheque should be entered in both words and figures and care taken to ensure that these agree.
- The cheque should always be signed by the person drawing the cheque.
- Any errors made on the cheque should be corrected and initialled by the payer.
- The following details should be written on the back of the cheque:
  - Receipt number.
  - Permit number that the payment relates to.

### c) Official Receipt

All income received for the letting of federation premises must be acknowledged by the issue of an official receipt.

The following information must be completed on the receipt:

- Date income received.
- Name of Payer.
- Sum received in both words and figures (if the sum includes VAT the amount of VAT should be identified separately on the receipt and the councils VAT registration number quoted).
- Details of what the income relates to (it would suffice to quote the permit number that payment relates to).
- Type of income, e.g. cash/cheque.
- All receipts should be signed by the member of staff issuing them in his/her own name as on behalf of the federation.

#### **d) Recording Income**

Where payment for a letting of premises is received in full, the details of the payment must be recorded on the school's invoice record sheet.

Where an instalment payment for a letting of the school premises is received, the following details of the payment should be recorded on both the school's invoice record sheet and the hirer's copy of form LETTINGINS1:

- Date paid.
- Amount paid.
- Balance remaining.
- Receipt number.


#### **Banking of Income**

All due and proper precautions must be taken for the safety of federation funds and arrangements should be made for such funds to be banked as soon as possible.

On no account should funds remain on school premises where the amount exceeds that for which insurance cover exists.

There are two methods by which income may be banked as indicated below:

- i) Collection by the security firm which delivers the school post.
- ii) Payment into one of the branches of bank where the school account is held.

  
26/4/17

## Federation of Cherry Oak School, Victoria School &amp; Victoria College

## Schedule of Lettings Charges

Facility	Session Charge Payable each time the premises are used	Charge (per hour)	Comments
School Hall	Monday – Friday £10.00  Saturday £15.00  Sunday £20.00	£15.00	
Hydro Pool		£35.00*	A qualified life-saver must be present during the whole period of hire *£30.00 if block booking made.
Soft Gym / Sensory Room		£20.00	Includes the use of equipment. This will be let out to children aged 6 or below or people with disabilities at the discretion of the federation. (The school must provide trained staff at an additional charge)
Outdoor 'Green' Spaces		£20.00	The charge will be for designated areas, as instructed by federation staff, not the entire outdoor space
Playground / Classroom		£5.00 / £10.00	£10 or £5 when used in conjunction with other bookings
Meeting Room		£20.00	Includes supply of refreshments/ chairs/tables
Late Payment Charge		Payment is to be made in advance unless specified by a Service Level Agreement. Late Payment Charges: £10 per week to a maximum of £50.	

NB: Permits for the use of school premises in which it is proposed to engage in physical activities, e.g. aerobics class, swimming class etc will only be issued when a person, appropriately qualified to teach and supervise the activity, will be in charge throughout the period of hire. Evidence of this will be required before the permit is issued.

Please see conditions of hire attached

## Appendix B

### Federation of Cherry Oak School, Victoria School & Victoria College **Schedule of Concessional Rates for Hire of Federation Premises**

Organisation	Charge Payable
<b>Group 1</b>	
All other groups other than indicated below.	Full Fee
<b>Group 2</b>	
Federation staff (social activities)	75% Full Fee
Registered Charities	75% Full Fee
<b>Group 3</b>	
School Activities	Free
Trade Unions of Federation Employees	Free
'Friends of' Federation Groups	Free





**Conditions of Hire of Premises**

1. Each application should be made in writing to the Federation, giving at least 21 days notice. All hiring fees must be paid one week before the date of the letting and admission to school premises will be granted only on production of the official **permit and receipt for payment of fee.**
2. A single application form is acceptable to cover a series of bookings, subject to availability of premises on the dates required, which should be stated.
3. It is the responsibility of the hirer to satisfy that the accommodation and furnishings requested are suitable for the purpose required.
4. (a) Furniture may not be moved without the consent of the school. Permission must be obtained at the time of hiring.  
  
(b) If additional furniture is required, which is not available at school, it may be possible to arrange delivery, but any expenses involved must be borne by the hirer.
5. Decorations and advertising matter are not permitted without special permission from the Executive Head Teacher. Notice boards, supplied by the hirer, may be displayed at the entrance to the school for 24 hours before the commencement of the letting, such boards are not to be fixed to school property.
6. Hirers are not permitted to use, and not enter accommodation, other than that which is stated on the permit.
7. The Federation prohibit:
  - a) Any gambling on federation premises;
  - b) Screws or nails or similar articles being driven into any part of the Federation's property;
  - c) The sale or consumption of intoxicants;
  - d) Loitering at the entrance to schools, corridors or playgrounds.
  - e) Smoking is prohibited on all federation premises.
8. Both parties will make sure that they have a level of public liability insurance which satisfies Birmingham City Council requirements.
9. The federation grant facilities for the public use of premises on the express condition that those responsible for hiring will give an undertaking that the hire will be conducted with propriety and will hold themselves liable for any damage incurred.

Any damage arising from the hiring of school premises will be repaired by the federation and charged against the party or person hiring the premises in question.

In addition, those responsible for hiring school premises must indemnify the Federation of Cherry Oak School, Victoria School and Victoria College, and Birmingham City Council, from and against all

actions, claims, demands, losses, costs, damage and expenses which may be brought or made by any person in respect of injury or damage sustained by them in consequence of or arising out of the use of federation premises.

10. The Federation reserves the right at any time to refuse or cancel any function without assigning a reason and will agree in such circumstances to fully reimburse any monies received from the Hirers. However, the Federation will not be liable for any costs incurred to the hirer, outside of the hire charges.
11. Notification of any cancellation must be given by the hirer, in advance, to the federation as soon as possible. Cancellations with less than 5 working days notice may still be charged in full.
12. All equipment brought into the school for the purpose of the letting must be removed immediately afterwards. Electrical equipment should not be used on school premises unless it has been PAT (Portable Appliance Testing) tested. Any items left or stored on the premises are done so at the owners risk. The federation cannot take responsibility.
13. The persons responsible for the conduct of the hire must take precautionary measures at every session to avoid damage to federation property. Lavatory accommodation will be made available to persons hiring the school premises at no extra charge. Parking facilities, where available, are at owner's risk and are free of charge.
14. Hirers providing services to children, whether pupils of the school or others, must have policies and procedures in place to ensure children's safety, and must provide evidence of these to the school as required e.g. Safeguarding Policy and Use of Mobile Phone Policy, DBS (formerly CRB) Checks.
15. Where premises are used for a public performance the person hiring the school will be responsible for satisfying the requirements of licensing for stage plays.
16. (a) Permits for the use of federation premises in which it is proposed to engage in physical activities, will be issued only when a person, appropriately qualified to teach and supervise the activity, will be in charge throughout the period of hire.  
  
(b) A qualified life-saver must be present at the side of the pool throughout the whole period of hire of the hydro pool.
17. Any equipment or materials which may constitute a danger to the hirer, or other persons or the premises may not be brought into the school (e.g. inflammable or toxic materials, substances or equipment). Any equipment found to be faulty should be removed from use immediately and a member of the federation staff informed.
18. On entering the building the hirer must follow the fire procedures outlined to them and ensure that all users understand and follow these procedures.



**Appendix D**

Federation of Cherry Oak School, Victoria School & Victoria College  
**Application for Hire of Premises**

Name of school to be hired:

(part of the Federation of Cherry Oak School, Victoria School & Victoria College).

Full Name and Address of Hirer

(Mr/Mrs/Miss/Ms):

Telephone No:

Organisation Name:

Purpose of Letting:

Date(s) of Use:

Times:

**Accommodation Required:**

	Number Required		Number Required
Hall	<input type="text"/>	Classroom	<input type="text"/>
Sensory Room/ Soft Gym	<input type="text"/>	Green Spaces	<input type="text"/>
*Swimming Pool/ Hydro Pool	<input type="text"/>	Playground	<input type="text"/>
Meeting Room	<input type="text"/>	Other (please state)	<input type="text"/>



Additional Information (e.g. chair/tables needed):

In consideration of this application being granted I agree to pay the federation, on demand, hiring fees in accordance with the scale of charges and conditions of hire, a copy of which has been supplied to me, and I undertake to comply with the said regulations. I also agree to pay the federation the amount of any damage which may be occasioned to the property of the federation and to indemnify the federation and Birmingham City Council from and against all actions, claims, demands, losses, costs, damages and expenses which may be brought or made against them by any person in respect of any injury or damage sustained by them in consequences of or arising out of the use of the said accommodations a result of this application.

I am over 18 years of age.

I certify that all adults working with children or vulnerable adults have had the necessary clearances to ensure the safeguarding of children.

- I certify that I have read, understood and will comply with the federations letting policy.
- I certify that I have read, understood and will comply the schools Fire Emergency Plan appendix - out of hours activities.
- I certify that I have read, understood and comply with the Federation's No Platform Policy.
- \*In the event of hiring the hydro pool I certify that I have read, understood and will comply with the schools swimming pool procedures and emergency action plan.

Signed:

Date:

Position in Organisation:

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**For Office Use:**

Authorised By: Executive Head Teacher / Head of School / Strategic Business Manager

Name:

Signature:

Accepted Site Staff:

Name:

Signature:



Federation of Cherry Oak School, Victoria School & Victoria College  
**Permit for the Hire of School Premises**

Name of School:

(part of the Federation of Cherry Oak School, Victoria School & Victoria College).

Name of Hirer:

Address of Hirer:

Organisation:

Purpose of Letting:

Date(s) of Use: 

<input type="text"/>
<input type="text"/>
<input type="text"/>

Times: 

<input type="text"/>
<input type="text"/>
<input type="text"/>

Accommodation to be used:

Additional Information:

This letting is subject to the terms and condition of hire, a copy of which has been received by the Hirer



**Hire of School Premises LETTINGINS1**

Name of School:

Name of Hirer:

Address of Hirer:

Total Cost of Letting

Permit Number:

Number of Installments:

Amount to be paid per Installment:

Date Due	Date Paid	Amount Paid	Receipt Number	Balance Outstanding

Authorised By:

Signature of Federation staff

Agreed By:

Signature of Hirer



Federation of Cherry Oak School, Victoria School & Victoria College

**FIRE SAFETY PROCEDURES  
OUT OF HOURS ACTIVITIES**

1. The Senior Person in charge of the activities at the time of the fire alarm will be the designated FIRE CO-ORDINATOR.
2. The organiser must brief any responsible people on these fire procedures before any activities begin, pointing out the assembly point, alarm call points and fire exits.
3. The organiser will ensure that all attendees have been registered / sign-in at the beginning of every session and informed of these fire safety procedures.
4. The person discovering the fire should immediately raise the alarm by the nearest call point.

On hearing the alarm all attendees must leave the building through the nearest **safe** fire exit to the Assembly Point. **DO NOT GO IN THE DIRECTION OF THE FIRE. DO NOT ATTEMPT TO USE THE LIFT.**

**DO NOT STOP TO COLLECT ANYTHING, INCLUDING PERSONAL BELONGINGS.**

5. Any person experiencing difficulties with the evacuation process should, if necessary, be assisted out of the building using the appropriate moving & handling technique.
6. Attendees should assemble at the designated assembly point.
7. The hirer must contact the fire brigade as soon as possible; before making contact with Federation staff.
8. The organiser must ensure that all attendees are accounted for by doing a roll call.
9. If a person is reported missing, the Fire Co-ordinator must inform the fire service.

**AWAIT THE FIRE SERVICE.**

**DO NOT RE-ENTER THE BUILDING UNLESS YOU ARE TOLD THAT IT IS SAFE TO DO SO BY THE FIRE SERVICE.**

Committee:

Signed:



Reviewed:

April 2017

Date for Review:

April 2018

