

# Federation of Shevington Community Primary Schools

## Policy for Lettings

Agreed by members of the Finance Committee on 1 Feb  
16

Approved by School's Governing Body  
To be reviewed periodically.

# **FEDERATION POLICY STATEMENT FOR LETTINGS**

This document outlines the Federation's philosophy regarding the hiring and charging for non-affiliated groups using the school. The policy was formally drawn up by the Executive Headteacher after a review of current provision and discussions. Its implementation is the responsibility of all members of staff. It was agreed with members of the committee on 1 February 2016 and amended on 23 May 2016. It will be reviewed periodically.

## **THE SCHOOLS ARE NON SMOKING SITES**

### **Aims**

The aim of the policy is to make clear all of the conditions related to the hiring and charging of school premises, including those concerned with Health and Safety.

The Governing Body will make any decisions surrounding whether or not to let the school premises and/or grounds. If the decision is taken to let the school the Governing Body will determine the areas of the school that are available for hire, the categories of users (e.g. commercial, community, educational) and the associated charges. Such details should be recorded in a Scale of Lettings Charges.

### **Content**

#### **Benefit of Extended Services Including Children's Centres**

The Governing Body of the Federation has accepted the following recommendations in relation to extended services including Children's Centres.

There are many benefits to the provision of extended services including children's centres not only for children but also for their parents/carers, schools themselves and members of the local community.

### **Hiring Conditions**

This guidance therefore proposes the following for consideration:

1. For extended services commissioned either strategically (by the LA) or locally (by the school or a group of school) that:
  - utilise funds made available for this purpose
  - meet the core offer for children's centres
  - **No charge is made to the provider for the use of the venue/rooms etc.**
2. For community services that are not commissioned by the LA or school/children's centre and are unrelated to the children's centre core offer
  - **The school / centre issues a lettings agreement/contract dependant on the nature of the service delivery and an appropriate charge is made.**

Examples of this type of activity include Weightwatchers, Adult education, lettings of a MUGA by a community group / childcare.

3. In these conditions:

4. 'The Owners' means the Governors of the above mentioned Schools, and 'the Agent' means the Clerk / Correspondent to the Governors or other Agent of The Owners.
5. The 'Hirer' means the person signing the applications form and in addition any organisation for whom he is stated in such form to be acting. The liability under the hiring agreement of such person and such organisation shall be joint and several.
6. A timetable showing the days and times and hirers is held in school.
7. Use of the School premises or the relevant part thereof and entry thereto is limited to the purposes and times stated on the application form and no sub-letting is permitted.
8. The Hirer is responsible for and shall indemnify the Owners against all damage to the School premises and to any property on the School premises occurring during or in relation to the hiring or while persons are entering or leaving the School premises pursuant to the hire, however and by whomsoever caused.
9. The Owners shall not be responsible for any loss or damage to any property arising out of the hiring nor for any loss, damage or injury which may be suffered by or be done or happen to any person resorting to the school premises during or in relation to the hiring arising from any cause whatsoever or for any breakdown of machinery, failure of supply of electricity or gas, leakage of water, fire, government restriction, requirement of Local Education Authority or Act of God which may cause the premises to be temporary closed or the hiring to be interrupted or cancelled and the Hirer shall indemnify the Owners against any claim which may arise out of the Hire or which may be made by any person resorting to the School premises during or in relation to the hiring in respect of any such loss, damage or injury.
10. The right at any time to enter the school premises and remain on the premises during the hiring is reserved to the Owners and the Agent or any police officer.
11. Notice of 2 weeks is required to cancel a letting.
12. The hire charge will be refunded if the Owner cancels the hiring for reasons unconnected to the Hirer.
13. The Hirer shall ensure that good order is kept in the premises.
14. The Owners (by themselves or the Agent) may put a stop to any activity, entertainment or meeting which in their opinion is not properly conducted or which may infringe any of the provisions hereof.
15. No bolts, nails, screws, bits pins, spikes or any other objects shall be driven into the fabric or furnishings of the School premises. No articles may be fixed thereto and there shall be no structural alterations to any stage in the School Hall.
16. The hirer shall at the expiration of the hire leave the School premises in a neat and tidy condition.
17. The Hirer shall ensure that all property brought into the premises for the purposes of the hiring is removed before the expiration of the hiring.
18. No slogans, advertisements, flags, emblems or decorations shall be displayed outside the School premises whether affixed to the same or free standing, without the consent of the Owners (by themselves or the Agent).
19. The hirer shall remove any slogans, advertisement, flag, emblem or decoration displayed inside the School premises if in the opinion of the Agent it shall be unlawful, unseemly or libellous or expose the premises to an undue risk of fire or is likely to lead to a disturbance or breach of the peace.

20. No exits may be blocked or chairs or obstructions placed in corridors or fire appliances removed or tampered with and the Hirer shall ensure that users of the premises are aware of the locations of emergency exits and that the Hirer's staff know the location of fire fighting equipment.
21. Any lights or other electrical apparatus which shall be connected to the electrical installation in the premises shall be properly insulated and fused and electrical plugs and sockets shall not be overloaded.
22. Playgrounds must not be used for car parking without seeking the Owners permission.
23. All the conditions attached to any music and dancing licence and any theatre licence for the School premises shall be observed. A copy of each such licence held may be seen on application to the Agent and the Hirer shall be deemed to have had notice of all such conditions.
24. All legal requirements regarding the sale and consumption of alcoholic liquor, the performing of plays and the exhibition of cinematograph film shall be observed and there shall be no infringement of any copyright subsisting under the Copyright Act 1956. The Owners of the Agents shall be entitled to require proof that the provisions of this clause have been complied with 48 hours before the hiring. All legal requirements of Gaming and Lotteries legislation shall be similarly observed without infringement.
25. Hirers are charged by invoice in advance and for a period agreed at the time of hiring.
26. All scenery and costumes used for stage performances and the like must be fireproofed.
27. **The Owners shall be entitled to make an excess charge equivalent to 50% of the hourly rate for every 15 minutes or part thereof over the agreed hours.**
28. The Hirer shall make provision for such Insurance cover as the Owners or their Agent may require, and shall pay all premiums due thereunder, and produce the original certificates of insurance at 48 hours before the time of hiring.
29. If the Hiring involves pupils of the school, current DBS clearance and background checks are required for all adults involved
30. A copy of insurance certificates will be retained by the school.
31. Any regulations governing the use of the School premises published from time to time by the Owners on the School Noticeboard will be observed.
32. All lettings income is paid into the delegated budget.

## Safety

For the conditions related to Safety see items 15, 19, 20, 21, 22, 26 and 28.

## The hire

### List of Appendices

Appendix 1	Scale of lettings charges
Appendix 2	Hiring application / Lettings agreement – general conditions including VAT exemptions
Appendix 2a	Millbrook - Lettings agreement
Appendix 2b	Shevington Vale – Lettings agreement
Appendix 2c	Shevington Community and Children's Centre – Lettings agreement
Appendix 3	VAT exemption form
Appendix 4	Types of lettings for Vat purposes
Appendix 5	Invoice record

## Appendix 1

### SCALE OF LETTINGS CHARGES

#### CHARGE RATE FOR SCHOOL

In principal charges must cover the cost of hiring the premises ie. Cost of heating, lighting, caretaking etc.

#### Millbrook

Community groups such as Brownies are charged £7.50 per evening session.

Get Along is charged £140 a month for rental and energy.

Sports & Dance Camps are charged £25.00 per day.

#### Shevington Vale

Community groups such as Brownies, Rainbows and Guides are charged £7.50 per hour.

Headstart is charged £22 per week

Stay and Play is charged £22 per week

Weight Watchers £22.50 per hour

Yoga £15 per hour

#### Shevington Community

Milestones Nursery and Childcare is currently not charged because of its financial position.

No income is currently received for premises use from the children's Centre

Other groups will be charged in line with Federation rates at the other schools

Charges for other Hirers such as sports clubs will be negotiated at the time of hiring and will reflect current market rates for venue hire.

## HIRING APPLICATION

### LETTINGS AGREEMENTS

#### The attached forms must be

1. Completed by all Hirers before the hiring period begins
2. A new lettings agreement is completed either each year or at the end of the letting period if this is less than a year *lettings for Sports Clubs this period is one term*
3. The lettings agreement must be signed by the Hirer to acknowledge their compliance with the terms and conditions outlined in the policy
4. An authorised representative of the Hirer must also sign the lettings agreement. Governors have nominated the authorised representatives.
5. Every invoice should bear the name of the school, be consecutively numbered, detail the date of the invoice, the dates of hire and the charge, and account for VAT where applicable. The invoice should bear the words "Request for Payment" (If this wording is not detailed any VAT included on the invoice becomes due to Customs and Excise immediately, rather than when the invoice is paid).
6. As detailed in 5 above, VAT may be payable in respect of certain lettings, in particular sports lets. However, sports lets may be exempt from VAT if **all** of the following criteria are met:
  - The session consists of ten or more sessions; **AND**
  - Each session is in the same place (although a different, court or lane or a different number of pitches, courts or lanes at the same ground or premises is acceptable); **AND**
  - The interval between each session is at least 1 day and not more than 14 days (although the duration of each session can be varied). Letting for every Saturday afternoon fulfils this condition but there is no exemption for longer than 14 days which arise through closure, e.g. for public holidays; **AND**
  - The series is to be paid for as a whole. (i.e., no refunds) and there is written evidence to that effect. This must include evidence that this payment is to be paid in full for the series whether or not the right to use the facility for any specific sessions is actually exercised. Provision for a refund in the event of the unforeseen non-availability of the facility would not break this condition but provision for a refund in other circumstances would; **AND**
  - The facilities are let out to a school, club, association or an organisation representing affiliated clubs or constituent associations (such as a local league); **AND**
  - The person to whom the facilities are let has exclusive use of them during the sessions.
7. As evidence of the above, a lettings agreement must be completed. Care should be taken to ensure that the number of weeks in a term permits 10 lets to take place. If this is not possible, VAT must be accounted for on the total hire charge for that lettings period.
8. Refunds must not be given to a hirer who complies with the VAT exemption criteria, and cancels the hire or fails to take up the hire, otherwise VAT must be charged for the whole of the lettings period.
9. An example of a VAT exemption form is detailed at Appendix 3. The form details all of the criteria that must be met to allow the hire to be exempt of VAT. The form should be signed by the hirer in addition to the lettings agreement.

10. Appendix C lists some examples of the common types of lettings in schools and whether VAT should be charged.
11. A record is maintained of all invoices raised and subsequent payments (Appendix 5). Late or non payments are pursued by the Executive Headteacher / Bursar – see school's Bad Debt Policies.

**Appendix 2a**

**MILLBROOK**

**HIRING APPLICATION FORM / LETTINGS AGREEMENT**

To the Governors of the above mentioned Federation and to their Agent – the Chair of the Resources Committee.....

1 I .....  
of .....  
hereby apply for the hire of the following parts of the premises of the above mentioned School.

.....  
.....

**on...Date..... until Date.....**

**Start time.....am/pm Finish time .....am/pm**

for the purpose of .....  
.....  
.....

2 I agree to pay for such hire the following sums, namely :-

**£..... per week/month/session (please complete as appropriate)**

3 Hire charge inclusive of .....

Heat and Light

Charge for Caretaker

Deposit (returnable) against damage

4 Not more than 120 persons shall be allowed on the premises during the hiring.

5 I agree to observe and perform the Hiring conditions relating to the Hall whether I have in fact seen the same or not prior to signing the application. I understand that I may see a copy on application to the aforesaid and that a copy will be displayed in the premises at the time of hiring.

6 This Hiring is on behalf of

.....whose

authority I have to bind them by signing this application on their behalf.

Date ..... Signed.....

Date ..... Signed (member of staff) .....



**Appendix 2b**

**SHEVINGTON VALE PRIMARY SCHOOL**

**HIRING APPLICATION FORM/ LETTINGS AGREEMENT**

To the Governors of the above mentioned School and to their Agent – the Chair of the Finance Sub-Committee.....

2 I.....  
of .....

hereby apply for the hire of the following parts of the premises of the above mentioned School.

.....  
**on...Date..... until Date.....**

**Start time.....am/pm Finish time .....am/pm**

for the purpose of .....  
.....  
.....

2 I agree to pay for such hire the following sums, namely :-

**£..... per week/month/session (please complete as appropriate)**

3 Hire charge inclusive of .....

Heat and Light

Charge for Caretaker

Deposit (returnable) against damage

4 Not more than 120 persons shall be allowed on the premises during the hiring.

5 I agree to observe and perform the Hiring conditions relating to the Hall whether I have in fact seen the same or not prior to signing the application. I understand that I may see a copy on application to the aforesaid and that a copy will be displayed in the premises at the time of hiring.

6 This Hiring is on behalf of

.....whose

authority I have to bind them by signing this application on their behalf.

Date ..... Signed.....

Date ..... Signed (member of staff) .....

**SHEVINGTON VALE**  
**MODEL HIRING AGREEMENT**  
**FOR THE USE OF**  
**SCHOOL PREMISES AND SCHOOL SPORTS PITCH (ES)**

This Agreement is made on the date (1) and between the Governing Body (2) and the Hirer (3) named below whereby in consideration of the sum(s) mentioned (4):

A. The Governing Body agrees to permit the Hirer to use the premises (5) for the purpose (6) for the periods (7) and for the age range and numbers (8) all described below:-

1. Date: .....

2. Governing Body:

(a) Name of a School: .....

(b) Authorised Representative: .....  
 Address: .....

.....

Telephone Number: .....

3. Hirer

(a) Organisation: .....

(b) Affiliated to -----

(c) Authorised Representative: .....

Address: .....

Telephone Number: .....

4. Hiring Fee £

Hire Charge .....

Equipment Hire .....

Heat and light .....

Caretaker .....

Showering and Cleaning .....

Sub-Total £.....

VAT .....

TOTAL: £.....

Less Deposit £.....

Balance Due: £.....

5. Premises  
Hall/Room/Pitch(es): .....  
Other: .....

6. Purpose of Hiring: .....  
.....  
.....

7. Period of Hiring:  
Date From: .....  
To: .....  
Hours: .....

8. Age Range and Number:

	<u>Number</u>
8 and under:	.....
16 and under:	.....
Adults:	_____
<b>TOTAL:</b>	_____

B. The Hirer agrees with the Governing Body and Education Authority to observe and perform the provisions and stipulations contained or referred to in the Education Authority's Standard Conditions of Hire for the time being in force as annexed hereto (an understanding of which the Hirer acknowledges) together with the special conditions set out in the Schedule overleaf (if any).

Signature of Authorised Representative **(Hirer)**  
.....  
Designation: .....  
(Print Name)  
Dated: .....

Signature of Authorised Representative **(School) :**  
.....  
Designation: .....  
(Print Name)  
Dated: .....

**APPENDIX 2C**

**SHEVINGTON COMMUNITY PRIMARY SCHOOL & CHILDREN’S CENTRE HIRING AGREEMENT  
FOR USE OF SCHOOL AND CHILDREN’S CENTRE PREMISES AND SPORTS PITCH(ES)**

This Agreement is made on the date (1) and between the Governing Body (2) and the Hirer (3) named below whereby in consideration of the sum(s) mentioned (9):

The Governing Body agrees to permit the Hirer to use the premises (6) for the purpose (8) for the periods (4) and for the age range and numbers (5) as described below:-

Fields marked with \* must be completed

1.	Date	*
2.	Governing Body	
	a) Name of School	Shevington Community Primary School
	b) Authorised Representative	Paula Baldwin
	Address	Miles Lane Shevington Wigan WN 68EW
	Telephone Number	01257 252859
3.	Hirer	
	a) Organisation	*
	b) Authorised Representative	*
	Address	*
	Telephone Number	*
4.	Period of Hiring	
	Date/s	*
	Time/s	*
5.	Delegates	*
6.	Facilities Required (Please Tick) *	Children’s Centre Training Room - includes outdoor courtyard play area
		School Hall
		Pitch(es)
		Other:
		Tea/Coffee (Please specify times)
		Catering (Details available upon request)
7.	Equipment Required *	TV/VIDEO/DVD
		Photocopier
		Interactive White Board / Laptop
8.	Purpose of Hiring *	

9.	Hiring Fees	Hire Charge	
		Equipment Hire	
		Heat & Light	
		Caretaker	
		Cleaning	
		Facilities	
		Sub Total	
		VAT	
		Total	
10.	Invoice to		

	<b>a) Name</b>	*
	<b>b) Address</b>	*
	<b>c) Telephone Number</b>	*
	<b>d) Fax Number</b>	*
	<b>e) Email Address</b>	*
<b>11.</b>	Public Liability Insurance Details	*
<b>12.</b>	Other relevant information	*
	<b>Room Layout</b>	

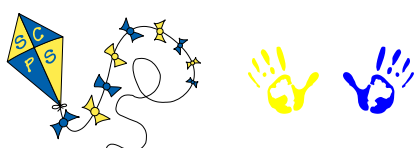
Please note a charge of £20.00 cancellation fee will apply unless one months notice is given

**The Hirer agrees with the Governing Body and Education Authority to observe and perform the provisions and stipulations contained or referred to in the Lettings Policy for the time being in force as annexed hereto (an understanding of which the Hirer acknowledges) together with the special conditions set out in the Schedule (if any)**

<b>Signed: *</b>	<b>Printed: *</b>
<b>Designation: *</b>	<b>Dated: *</b>

Office Use Only

Date Booking Confirmed/Entered into Diary:	
Confirmation Letter Sent:	
Invoice Sent:	
Invoice Number:	
Payment Received:	



## CONDITIONS OF LETTINGS OF CHILDREN'S CENTRE, SCHOOL BUILDINGS & PITCHES AT SHEVINGTON COMMUNITY PRIMARY SCHOOL

PLEASE READ THE FOLOWING THEN SIGN & DATE THE DECLARATION & RETURN TO SHEVINGTON COMMUNITY PRIMARY SCHOOL, CHILDCARE AND CHILDREN'S CENTRE.

- The lettings of buildings and pitches controlled by the governing body will be at the discretion of the governing body as exercised through the Assistant Headteacher.
  - **The hirer shall ensure that the premises are left in a reasonable condition and that any portable equipment used is returned to its original position. An additional charge will be incurred if the premises are not left in a reasonable condition.**
  - **Only that equipment agreed in the original lettings should be used.**
  - **The hirer shall not assign or sub-let or part with possession of the premises.**
  - **The hirer shall be responsible for complying with the provision of the law, particularly in relation to the admission of persons to the premises and for obtaining any necessary licenses and consents.**
  - **All functions must be open to inspection by officers of the education authority, the governing body and the police.**
  - **The premises are to be used only for the purpose for which the letting is given and if you do not attend sessions that you have booked, charges will still apply.**
  - The letting shall be granted in writing, and following the submission of a written application giving all the necessary information.
  - **The agreed hire charge must be paid within 14 days on issue of an invoice.**
  - Please be aware Shevington Community Primary School and Shevington Children's Centre operates a no smoking policy and smoking is not permitted anywhere on the site.
  - The Authority, School and Shevington Children's Centre has no legal liability to deal with claims for injuries resulting from pure accident and for which no blame can be attached to the Authority. The School and the Children's Centre therefore request that hirers must have Personal Accident Insurance for their activities if not already in place. Children must be supervised at all times as this is not the responsibility of school.
  - The hirer must inspect the facilities to ensure that they are suitable and safe for their use. Where a defect or cause for concern is identified, this must be brought to the attention of the centre/school management.
  - In the event of any premises being rendered unfit for the use for which it has been hired the governing body shall not be liable to the hirer for any resulting loss or damage whatsoever.
  - The hirer shall indemnify the Governing body for the cost of repair of any damage done to any part of the property including the cartilage thereof or the contents of the buildings which may occur during the period of the hiring as a result of the hiring.
  - The governing body reserve the right to cancel the hiring in the event of the hall being required for use as a polling station for a Parliamentary or Local Government election or Parents and open evening, in which case the hirer shall be entitled to a refund of any deposit already paid.
  - Hirers must not make any form of alterations to the premises i.e. use of nails, pins, structural alterations.
  - Sports pitches must only be used by the hirer or groups with prior permission from the Governing body as listed below.
1. Shevington Shark Juniors
- When exceptionally bad weather prevails the decision of the Governing Body of the suitability of the using the sports pitch(es) shall prevail and be final.
  - **When hiring the training room the use of the outdoor courtyard is included. The use of other outdoor play equipment/areas outside of the courtyard i.e. woodlands/climbing equipment is prohibited unless a prior agreement has been made.**

### Declaration

I agree to abide by the conditions laid down for the letting of the school premises.

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Organisation: \_\_\_\_\_

Date: \_\_\_\_\_

Sample Confirmation Letter – use relevant letter headed paper

**Address**

**Date**

**Dear**

**We are pleased to confirm your booking at Shevington Community Primary School, Childcare and Children's Centre, details of which are provided below:**

**Date of Booking:**

**Time/s:**

**Venue Booked:**

**Purpose/Activity:**

**Please also find enclosed an invoice (if applicable) which must be paid within 14 days. Please make cheques payable to Wigan MBC – Shevington Community Primary School.**

**Yours Sincerely,**

**Julie Clarke  
Children's Centre Coordinator**

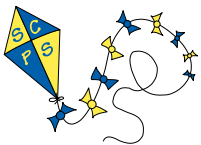
Sample Invoice – use relevant letter headed paper

## **INVOICE**

<b>Name/ Address</b>	<b>Invoice No</b>  <b>Order No</b>	
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	<b>Date</b>	
Description		
	<b>Total</b>	

**Cheques to be made payable to Wigan MBC- Shevington CP School.  
Payment to be made within 30 days.**



**Shevington**  
Sure Start Children's Centre

We would be extremely grateful if you could complete the short evaluation with regard to the venue booked.

**1. How appropriate was the venue?**

Very Good		Good		Satisfactory		Poor		Very Poor	
-----------	--	------	--	--------------	--	------	--	-----------	--

**2. Was the venue set up as requested?**

Yes	
No	

**If not, please describe:**



--

**3. Would you use the venue again?**

Yes	
No	

**4. How supportive were the staff?**

Very Supportive		Supportive		Unsupportive		Very Unsupportive	
-----------------	--	------------	--	--------------	--	-------------------	--

**5. Any other comments?**

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**Thank you for taking the time to fill in this evaluation form, please leave the form behind after you have finished using the venue.**



**Hire Fees**

**Training Room**

<b>Hourly Rate</b>	<b>£10.00</b>	<b>* Minimum booking of 2 hours</b>
<b>Full Day</b>	<b>£70.00</b>	
<b>Half Day</b>	<b>£35.00</b>	
<b>Evenings</b>	<b>£35.00</b>	
<b>Weekend (Half Day)</b>	<b>£50.00</b>	
<b>Weekend (Full Day)</b>	<b>£100.00</b>	

\* Block bookings of five or more will be charged at £55.00 for a full day and £30.00 for half day and evenings

\* Weekend block bookings of five or more will be charged at £80.00 for a full day and £40.00 for half a day

**Facilities/Equipment**

<b>TV/VIDEO/DVD</b>	<b>£20.00</b>
<b>Interactive White Board and Laptop</b>	<b>£50.00</b>

**Catering      Please see separate menu for choices**

<b>Office menu 1</b>	<b>£4.00 Per Person</b>
<b>Office Menu 2</b>	<b>£5.50 Per Person</b>
<b>Office Menu 3</b>	<b>£6.75 Per Person</b>
<b>Office Menu 4</b>	<b>£9.50 Per Person</b>
<b>Riva Menu A</b>	<b>£6.50 Per Person</b>
<b>Riva Menu B</b>	<b>£6.50 Per Person</b>

<b>Riva Menu C</b>	<b>£6.50 Per Person</b>
<b>Riva Menu D</b>	<b>£7.00 Per Person</b>
<b>Riva Menu E</b>	<b>£11.00 Per Person</b>
<b>Riva Menu F</b>	<b>£10.50 Per Person</b>
<b>Riva Menu G</b>	<b>£3.50 Per Person</b>

School Hall / Classrooms (Without dressing accommodation and showers)

<b>Charge for First Hour</b>	<b>£15.00</b>
<b>Charge for next 3 hours</b>	<b>£37.50</b>
<b>Charge per hour if over 5 hours</b>	<b>£15.00</b>

Field/Pitch(es)

<b>A session is one game/match or if training 2 hours</b>	<b>£25.00 per session</b>
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\*Please note a site management and cleaning fee of £12.00 per hour will apply, where appropriate, when outside of core hours and a £22.00 fee if the room/premises are not vacated on time

**APPENDIX 3**

**WIGAN COUNCIL**

**VAT EXEMPTION FORM**

If **ALL** of the following criteria are met then the block booking will be exempt from VAT:

- The session consists of ten or more sessions; **AND**  
Each session is in the same place (although a different, court or lane or a different number of pitches, courts or lanes at the same ground or premises is acceptable); **AND**
- The interval between each session is at least 1 day and not more than 14 days (although the duration of each session can be varied). Letting for every Saturday afternoon fulfils this condition but there is no exemption for longer than 14 days which arise through closure, e.g. for public holidays; **AND**
- The series is to be paid for as a whole, (i.e., no refunds) and there is written evidence to that effect. This must include evidence that this payment is to be paid in full for the series whether or not the right to use the facility for any specific sessions is actually exercised. Provision for a refund in the event of the unforeseen non-availability of the facility would not break this condition but provision for a refund in other circumstances would; **AND**
- The facilities are let out to a school, club, association or an organisation representing affiliated clubs or constituent associations (such as a local league); **AND**
- The person to whom the facilities are let has exclusive use of them during the sessions.

**Note: In the event of the hirer, who complies with the VAT exemption criteria and is not being charged VAT, cancelling or failing to take up any period booked, he/she shall be liable to pay the charge agreed in the written agreement and no refund will be given.**

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If you consider your club/organisation qualifies for exemption please complete the attached slip with your lettings agreement.

**If the exemption criteria above cannot be met then the charge will be subject to VAT**

I confirm I have read the criteria for VAT exemption and that

Name of club/organisation:-----

Meet the criteria for a VAT exempt series of lets as set out above

Signature:-----Date-----

## APPENDIX 4

### VAT

	Type of Letting	Example Activity	Vatable
1	Letting of a classroom	Residents/Tenants meetings, Slimming Clubs, Councillor/MP Surgeries	No
2	Letting of Meeting room	Ditto	No
3	School Hall	Ditto	No
4	Conference Rooms	If facilities are available, e.g. OHP, Flip Charts, and these are subsumed in the charge, and the same charge applies whether or not a hirer uses the facilities	No
5	Conference Rooms	If facilities are available, e.g. OHP, Flip Charts, and these are identified separately on the hiring agreement or invoice and a room only charge applies if a hirer does not use the facilities	Yes *
6	School Hall/Sports Hall	Training/Instruction, e.g. Karate, Flower Arranging, Aerobics, where the hirer pays the school the fee and the trainees pay the instructor	No
7	Sports Hall	Sporting Activity - Hall has floor marking only (i.e. no goalposts, badminton nets, netball hoops & stands provided) for sporting activities, e.g. fencing	No
8	Sports Hall	Sporting Activity - equipment provided, e.g. goal posts badminton nets, benches, mats, climbing frames, vaulting horse, netball hoops & stands	Yes **
9	Playing Fields	Sporting Activities, e.g. Hockey, Football, Rugby	Yes **
10	Playing Fields	Fund Raising Activities,	No
11	Car Parks/Playgrounds	Car Boot	No
12	Car Parks/Playgrounds	Car Parking	Yes
13	MUGA/ All Weather Pitches (NOF Funded)	Sporting Activities	Yes ***
14	All Weather Pitches	Sporting Activities	Yes **

\* If the invoice/hiring agreement shows the charges for additional facilities, e.g. OHP's, Flip Charts, then these element only are vatable.

\*\* Sports lets may be exempt from VAT if **all** of the criteria are met as detailed on Appendix B.

\*\*\* To ensure that VAT associated with New Opportunities Fund (NOF) spending may be reclaimed by the Council, all bookings in respect of new or upgraded sports facilities (funded from NOF) must be made for nine or less sessions and subject to a VAT charge.

# APPENDIX 5

-----SCHOOL

## LETTINGS CONTROL SHEET

DATE	INV NO.	NAME OF HIRER	AMOUNT £	VAT £	TOTAL £	DATE OF PAYMENT	RECEIPT NO.	AMOUNT PAID £