



LETTINGS POLICY

The Deanery Church of England High School & Sixth Form College

November 2022

Next review date:	November 2023
Author:	Business & Finance Manager
Reviewed by:	Resources Committee
Issue to staff:	¥/N
Website:	¥/N

The Governors will consider requests for lettings of the school premises, with power to give consent delegated to the Business and Finance Manager, subject to the terms of this policy.

All requests for lettings should be made in writing, on a lettings form provided by school, and clearly state the purpose of the letting. The hirer when signing this form will agree to the "Conditions of letting of School buildings" which will reflect this policy.

The hirer must produce evidence of current public liability cover prior to commencement of the letting.

The hirer will, during the period of hiring, be responsible for the supervision of the premises, the fabric and the contents, their care, safety from damage however slight or change of any sort and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car-parking arrangements so as to avoid obstruction of the Highway or playgrounds.

The hirer shall not use the premises for any other purpose than that which the letting was agreed nor sub-let facilities to any other party.

The school will not be let for any purpose contrary to its Christian ethos.

The Governing Body reserves the right to cancel a hiring should school be required for use as a Polling Station or for an Open or Parents' Evening. The hirer may, in these circumstances, be entitled to a refund of fees or an alternative date free of charge.

The hirer shall, at the end of the letting, ensure that the premises are in a reasonable condition. Should any additional cleaning be required after the letting, the hirer will be charged at the current caretaker's rate.

The hirer shall be responsible for complying with legal requirements on admission of persons to the premises during the letting and for obtaining any necessary licences and consents not covered by those obtained by the school.

The hirer shall undertake to indemnify the Governing Body against all losses, claims, demands, actions, proceedings, damages or costs arising in any way from the letting or by breach of any conditions of letting by the hirer.

The hirer shall not display slogans, flags or advertising on school premises without permission from the school.

The hirer must ensure that any lighting or electrical appliances connected to the mains supply of the premises shall be properly insulated and that electrical plugs or sockets are not overloaded. All electrical equipment brought in by a hirer should have the appropriate PAT (Portable Electrical Testing) evidenced prior to use.

The hirer must ensure that scenery and costumes used for stage performances are fireproofed.

All fees payable will be in line with a published tariff. The right to negotiate tariff is delegated to the Business and Finance Manager.

APPENDIX 1

**Deanery Church of England High School & Sixth Form College
Frog Lane, Wigan, WN1 1HQ**

Telephone: (01942) 768801

enquiries@deanery.wigan.sch.uk

LETTINGS FORM

Please complete and return this booking form as soon as possible for the attention of Elaine Smith (Lettings Officer) to the above address, in order for your booking to be confirmed.

Name of organisation to which affiliated:		
Accommodation (Sports Hall/Room/Hall)		
Dressing Room /Shower Facilities:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Proposed use of premises:		
Age range & number of people using facility:	Age:	Number:
	8 & under
	16 & under
Adults	
Day of let:		
Period of Hire:	From:	To:
Time of Letting:	am am	pm pm

Public Liability Insurance held: Yes No

For any booking to be confirmed a copy of your public liability insurance must be enclosed when returning this form, alternatively if none is held an additional 10% will be charged which **is not** included in the costing below. This additional charge will appear on your official invoice and will provide cover under Wigan LA insurance.

Cost:

Hiring Fee: £.....

VAT: £.....

Total to be charged: £.....

Please note in the event of you/your organisation cancelling or failing to take up this period of hire, you will still be liable to pay the charge agreed and no refund will be given. The school may on occasion need to cancel your booking should an event/exam be taking place. You will be notified in advance and a refund will be given should this occur.

Name of Authorised Representative: _____

Name & Address of Organisation: _____

Telephone No: Home: _____

Work: _____

I agree to abide by the conditions laid down by the Governors for the letting of the school's premises, a further copy of which is enclosed for your information.

Signed: _____

Designation: _____

Date: _____

APPENDIX 2

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.

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 3

Conditions of letting school buildings

The Governors will consider requests for lettings of the school premises with power to give consent delegated to the Business and Finance Manager, subject to the terms of this policy. All requests for lettings should be made in writing, on a lettings form provided by school, and clearly state the purpose of the letting. The hirer, when signing this form, will agree to the "Conditions of letting school buildings" which will reflect this policy. This form once returned will be retained by school and a copy returned to the hirer.

The hirer is required to nominate a contact person and this person will be deemed in charge and able to investigate any difficulties which may arise.

The Governing Body will determine if a nominated person from school is required on site when the premises is being used.

The hirer shall not use the premises for any other purpose than that which the letting was agreed nor sub-let facilities to any other party.

The school will not be let for any purpose contrary to its Christian ethos.

The hirer will, during the period of hiring, be responsible for the supervision of the premises, the fabric and contents, their care, safety from damage however slight or change of any sort.

The hirer is responsible for the behaviour of all persons using the premises whatever their capacity, including proper supervision of car-parking arrangements so as to avoid obstruction of the Highway or playgrounds.

The hirer shall not display slogans, flags, or advertising on school premises without permission from the school.

The hirer must ensure that any lighting or electrical appliances connected to the mains supply of the premises shall be properly insulated and that electrical plugs or sockets are not overloaded.

The hirer must ensure that scenery and costumes used for stage performances are fireproofed.

The hirer shall be responsible for complying with legal requirements on admission of persons to the premises during the letting and for obtaining any necessary licences and consents not covered by those obtained by the school.

The hirer must ensure no alcohol is stored, retained or consumed on school premises unless permission is given by the Governing Body.

The hirer shall at the end of the letting ensure that the premises are in a reasonable condition. Should any additional cleaning be required after the letting the hirer will be charged at the current caretaker's rate.

The Governing Body reserves the right to cancel a hiring should school be required for use as a Polling Station or for an open or parents evening or if exams are taking place. The hirer may in these circumstances be entitled to a refund of fees or an alternative date free of charge.

The hirer shall undertake to indemnify the Governing Body against all losses, claims, demands, actions, proceedings, damages or costs arising in any way from the letting or by breach of any conditions of letting by the hirer.

The hirer must be properly insured and a copy of insurance documents must be attached to the booking form, alternatively an additional 10% will be charged and will provide cover under Wigan LA insurance.

SMOKING/VAPING IS NOT ALLOWED ON THE PREMISES. All fees payable must be made in advance of the booking taking place and all fees will be either in line with a published tariff or by negotiation with the school. The governors shall review the tariff as they see fit.