

CHOWBENT PRIMARY SCHOOL

Lettings Policy



Date policy agreed by Governing Body 30/09/25

Date for review: September 2026

CHOWBENT PRIMARY SCHOOL

LETTINGS POLICY

Lettings Policy

1. The Governing Body should approve a Lettings Policy. An example of a Lettings Policy is detailed at Annex A.1. The policy should detail whether the governors want to let the school premises and/or grounds. If the decision is taken to let the school, the policy should also detail the areas of the school that are available for hire, and the type of organisations/individuals the governors will allow to let the school, and the purpose(s) which the Governing Body will allow the school to be let, e.g., fundraising, sporting activities etc.,
2. The approval of the Lettings Policy should be recorded in the Governing Body minutes, and the policy should be reviewed annually

Scale of Lettings Charges

3. The Governing Body should approve a Scale of Lettings Charges. The approval should be recorded in the Governing Body minutes, and reviewed annually Appendix C.

Depositing of Income – Which Account?

4. Income received in respect of lettings at aided schools may be paid directly into the Governors Account or unofficial school fund, or the delegated budget account. The Governing Body should decide which account lettings income will be paid into, and the approval of that decision should be recorded in the Governing Body minutes.
5. If the income is not paid into the delegated budget, any costs incurred by the school when letting the premises must be reimbursed to the delegated budget, for example, heating and lighting, caretaking costs, wear and tear etc. plus VAT where necessary.
6. Community schools must pay lettings income into the delegated budget account.

Lettings Agreement

7. All hirers should complete a lettings agreement. The lettings agreement should detail the:
 - Name and address of the hirer
 - The day the let is required, for example Monday
 - The time of hire, for example 6pm – 7.30pm
 - The period of hire, for example 1st September 2022 – 21st December 2024
 - The league to which the hirer is affiliated (in the case of sports lets)
 - Insurance requirements

8. A new lettings agreement should be completed each term, or at the end of the letting period if this is less than a term.
9. An example of a lettings agreement is detailed at Annex A.2

Terms and Conditions of Hire

10. Hirers should be supplied with written details of the Terms and Conditions of Hire. The Financial Handbook, Part 6 Appendix B contains an example of Terms and Conditions of hire. These should be developed further to suit the requirements of the school, consideration should be given to including, for example:
 - the notice required to cancel a letting,
 - whether the hire charge will be refunded in respect of cancellations, or if a percentage of the charge will be due,
 - that the Governing Body will accept no liability for loss of personal property brought on to the premises, or left by the owner during the period of hire,
 - the need to comply with the school's Health and Safety Policy.

Insurance

11. The Terms and Conditions of Hire should include the requirement for the hirer to obtain appropriate insurance. The school should examine the original insurance certificate, and a photocopy should be taken and retained by the school.
12. If the hirer has not made their own arrangement for insurance cover, the school should arrange for them to be included in the block cover organised by the Authority's Insurance Section. There is a charge for this service, and the school should ensure that this is passed on to the hirer. (See Part 5 of the Financial Handbook for further details regarding insurance).

Timetable of Lettings

13. A timetable should be held in school, which details the periods during each day when the school facilities are being hired, and by whom.

Signing In/Out Record

14. A person nominated by the hirer should be required to sign on and off the school premises, and a member of school staff, for example the caretaker, should witness the signature.

Method of Collecting Payment

15. The school will ensure that hirers make payment up front. Payment will be collected at the time of the letting and a receipt issued immediately.

16. Every invoice will 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 will 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).
17. As detailed in 17 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.
18. As evidence of the above, a lettings agreement must be completed each term, as detailed in 7 above. 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.
19. 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.
20. An example of a VAT exemption form is detailed at Annex C. 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.
21. **IT IS ESSENTIAL THAT SCHOOLS ALLOCATE VAT CORRECTLY**, therefore, it is recommended that schools also refer to Section 3 of the

Financial Handbook – VAT and other Taxation for further guidance, or contact the Authority's VAT Officer.

22. A copy of the invoice will be held in school. On receipt of payment, a general receipt will be issued and the copy invoice detailed with the date of payment, and the receipt number. If VAT has been charged and the hirer asks for a VAT receipt, one must be produced and given to the hirer.
23. Details of invoices raised, and subsequent payments should be recorded on a Lettings Control Sheet (See Annex D). The sheet should be examined periodically to ensure that all invoices have been paid on a timely basis.

Payment at Time of Hire

24. If payment is made at the time of hire, a general receipt must be issued immediately in respect of the income received. As lettings often take place outside normal school hours, arrangements must be in place to enable the secure holding of income overnight.
25. A signed lettings agreement must be in place even if the hirer makes a payment at the time of the hire.
26. A record of payments due should be maintained. The record should detail the date of hire, the amount due, the amount paid, and the receipt number relating to that period.
27. At least once a week, the receipt book should be ruled off and the value of the receipts totalled, and the income relating to those receipts should be banked.

Bad Debts

28. The school should establish procedures to be adopted in the event of the non payment of lettings fees.

Further Guidance

29. Further guidance in respect of lettings, can be found in Section 6 of the Financial Handbook – Out of School Activities.

Appendix A.1

LETTINGS POLICY

1. The Governing Body actively encourages community use of the school buildings. However, it reserves the right to refuse any letting it may choose, and use of the premises for school functions will take precedence over hire from outside bodies.
2. The hirer must be willing to meet with school officials and provide details of their aims and objectives.
3. The Governing Body will ensure that the school budget does not subsidise non-school activities and that all costs are recovered. Charges will be reviewed annually by the Governing Body.
4. Each hirer using the school will be required to nominate a contact person. Such a person is deemed to be in charge and able to investigate any difficulties which may arise.
5. The Governing Body will determine if a nominated person from school is required on site when the premises are being used. If not, a responsible person must be on call.
6. A Lettings Agreement/Indemnity Form must be completed by ALL applicants, before the school premises are hired. A signed copy of the Agreement Form, if approved by the school, will be returned to the hirer. For longer term lettings Agreement Forms will be reviewed on an annual basis.
7. Any hirer that uses the school must be properly insured and insurance documents must be attached to the agreement.
8. Arrangements for the payment of each letting will be made in advance with the hirer concerned.
9. Smoking is not allowed on the premises in line with school policy.
10. Alcoholic Drinks –
 - a) the hirer must ensure that licensing laws are complied with, and licenses obtained where required,
 - b) No alcohol is to be stored or retained on the premises when pupils are in school.
 - c) Intoxicating liquor shall not be brought into nor consumed on school premises without the prior consent of the Governing Body. Where such consent is given hirer must comply with the Licensing Laws and provide evidence of such to the Governing Body.

5. Premises

Hall/Room/Pitch(es)

Other:

6. Purpose of Hiring:

.....

7. Period of Hiring:

Date From:

To:

Hours:

8. Age Range and Number:

Number

8 and under:

16 and under:

Adults: _____

TOTAL: _____

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).

Signed:

Designation:

(Print Name)

Dated:

Appendix B

WIGAN COUNCIL EDUCATION AUTHORITY'S STANDARD CONDITIONS OF HIRE FOR SCHOOL PREMISES AND SCHOOL SPORTS PITCH (ES)

1. **THE HIRER:** will, during the period of the hiring, be responsible for 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 any playgrounds.
2. **THE HIRER:** shall not use the premises for any purpose other than that described in the hiring agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or any insurance policies in respect thereof nor allow the consumption of alcoholic liquor thereon without written permission.
3. **THE HIRER:** shall be responsible for obtaining such licenses as may be needed whether for the sale or supply of intoxicating liquor (an application for which licence cannot be made if the Council's deed prohibits the consumption of alcoholic liquor), from the Performing Right Society, or otherwise and for the observance of the same.
4. **THE HIRER:** shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Local Magistrates Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.
5. **THE HIRER:** shall indemnify the Governing Body for the cost of repair of any damage done to any part of the property including the curtilage thereof or the contents of the buildings which may occur during the period of the hiring as a result of the hiring.
6. **IF THE HIRER:** wishes to cancel the booking before the date of the event and the Governing Body is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be in the discretion of the Governing Body.
7. **AT THE END:** of the hiring, the Hirer shall be responsible for leaving the premises and surrounds in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the Governing Body will be at liberty to make an additional charge.

8. **THE GOVERNING BODY RESERVES:** the right to cancel this hiring in the event of the hall being required for use as a Polling Station for a Parliamentary or Local Government election or bye election or Parents Evening and Open Evening, in which case the Hirer shall be entitled to a refund of any deposit already paid.
9. **IN THE EVENT:** of the Hall or any part thereof 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.
10. "The Hirer agrees and undertakes to indemnify the Governing Body against all losses claims demands actions proceedings damages costs or expenses or other liability arising in any way from this agreement or any breach of any of the obligations on the part of the Hirer contained in this agreement".
11. No more than the number of persons stated in the model agreement shall be allowed to use the premises at any one time.
12. **No bolts**, nails, screws, bits, pins, spikes or other objects shall be driven into the fabric or furnishings of the premises. No articles may be fixed thereto and there shall be no structural alterations.
13. **No slogans, advertisements, flags, emblems or decorations** shall be displayed outside the premises.
14. **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 Hirers staff know the location of fire fighting equipment.
15. **Any lights** or other electrical apparatus which shall be connected to the electrical installation in the premises shall be properly insulated and used and electrical plugs and sockets shall not be overloaded.
16. **All scenery** and costumes used for stage performances and the like must be fireproofed.
17. **All functions** must be open for inspection by Officers of the Education Authority and the Police.
18. **If the hiring** includes the use of the School kitchen, the Hirer shall comply with such conditions as the Governing Body may prescribe at the time of the hiring.
19. **The Hirer** shall make such provision for such Insurance cover as the Governing Body may require and shall pay all premiums due thereunder, and produce the policy or policies of insurance 48 hours before the time of the hiring.

ADDITIONAL REQUIREMENT FOR SPORTS PITCH (ES)

20. **Where changing and shower** facilities are provided the Hirer will be responsible for their cleanliness and also for any damage sustained whilst being used by them. The Governing Body accepts no responsibility for personal belongings left in changing rooms during the period of hire. Dressing room accommodation must only be used by teams playing on the pitch(es) and not by teams playing elsewhere.

21. **Sports pitch(es)** may only be used by the Hirer for official fixture and cup matches and must not be used for training, friendly or practice matches without the prior written consent of the Governing Body.

The Hirer shall indemnify the Governing Body against any accident or injury arising from the Hirers use of the pitch(es).

22. **The Hirer** must keep strictly to the sports pitch(es) allocated and must not transfer to adjoining vacant pitches (or grounds) without first obtaining the necessary authorisation of the Governing Body. The Hirer will run the risk to losing its pitch allocation if found defaulting.

23. **Where the Hirer** shares the pitch(es) with another Hirer it is either the Hirer or League Secretary's duty to arrange fixtures accordingly. Any duplication of home fixtures will be resolved by the respective Hirers. Hirers League Secretaries must provide a list of all home fixtures to the Governing Body on either monthly or weekly basis.

24. **When exceptionally bad weather** prevails the decision of the Governing Body on the suitability of the using the sports pitch(es) shall prevail and be final.

Appendix C

WIGAN COUNCIL
Borough Land And Property Department
Guidance Charges For Room And Sports Pitch Hire On Education
Premises

		Occasional Lets £
Meeting Room	per hour	10.00
General Hall	per hour	20.00
School playgrounds	per hour	20.00
Rooms not clear on time	For every 15 minutes not cleared	10.00
Caretaker	Half hour to open and half hour to close (additional cost to room charge)	20.00
Community Groups	if a community group charges a small fee or does not charge at all to run the service, and does not pay its staff, an agreement will be made between the Headteacher and the community group regarding charges for the use of the school building	TBA Minimum Fee £_____

£50.00 non-refundable deposit. All payments one week in advance of booking.

- After School Club (Active Future Wraparound Care) £50 per week. This will be reviewed when funding has ended. This is to help establish the club, which will start in September 2025. £50 deposit not required. All payments should be one week in advance. Signed agreement needed.

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-----

