



The Dartmoor Federation comprises:

- Boasley Cross Primary School
- Bridestowe Primary School
- Exbourne Church of England Primary School
- Lydford Primary School
- Northlew & Ashbury Parochial Church of England Primary
- Okehampton College



Lydford Primary



Okehampton College

Lettings Policy Statement

This policy was adopted by the Dartmoor Federation Governing Board on

19th January 2012

and reviewed by the Finance, Safety & HR Management Group on
19th January 2017

This Policy can be viewed on the Okehampton College website.

The general lettings policy of the Dartmoor Federation complies with Devon County Council's Letting Policy document BR11.

This policy relates to Okehampton College only. No lettings of primary school premises shall occur

The Dartmoor Federation Governing Board Policy Objectives

The Governors adopt and endorse Devon County Council's Lettings Policy and recognise the principles therein, namely:-

- (i) that school premises represent a significant capital investment and should be fully utilised;
- (ii) are a valuable community resource;
- (iii) educational usage of education premises constitutes a natural priority;
- (iv) that a profit margin would be welcome when derived from private or commercial usage but this is not the prime objective when facilitating education activity by designated users;
- (v) in vetting the suitability of lettings, the Governors retain the right to refuse applications for hire of the premises;

- (vi) Hirers will not be permitted to sub-let the premises;
- (vii) all lettings must enable the normal organisation of the school, during the day, to take place (i.e. to 5pm) and will not take preference over the use of the premises by the school after 5pm on normal teaching days or during non-pupil days or during school holidays. Where lettings have been booked and there is a subsequent unavoidable need for the school to require use, the letting may have to be cancelled, but this will be at no financial loss to the Hirer.

Priority Usage

The Governors have adopted the following categories of priority user:-

- (i) Statutory users;
- (ii) designated users;
- (iii) private users – lifelong learning courses and youth activities;
- (iv) private users – community users;
- (v) private users – other users;
- (vi) private users – commercial:

The Governors have applied in each case the definitions identified in the Devon County Council Lettings Policy document BR11.

Applications for Designated Status

The Dartmoor Federation Governing Board have delegated their power to determine designated status to the Finance, Safety and Human Resources Management Group who will exercise discretion on their behalf and determine applications. The Executive Principal, Head Teacher of Okehampton College and Executive Head Teacher (Primary) will arrange for a list of approved organisations to be maintained. Any sensitive applications may be referred to the full Governing Board or the Executive Committee.

Conditions of Hire

The Governors have had regard for the standard Devon County Council conditions of hire in approving their own conditions of hire (see Appendices 1-5). These are issued to all Hirers at the time of booking (see Terms and Conditions of Hire). Health, Safety and the condition of the premises form part of these conditions (see points 15-21 in the conditions) and these incorporate Fire and Emergency procedures.

Insurance

All Hirers, whether groups, organisations or individuals, are responsible for their own public liability insurance and are required to take out the appropriate public liability insurance to cover all their legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises is being hired). This cover must also extend to include loss or damage to the premises of the school site arising out of the letting. The minimum limit for this insurance cover is £5 million. Evidence of the appropriate cover will be required by the relevant school site in advance of any hiring and will be subject to annual review.

Individual Hirers may wish to review their private household cover, which may contain the necessary public liability cover for themselves, but which may not include cover for those participating in the hiring run by the individual. It is a requirement of the hiring that this insurance is obtained.

The Hirer must agree to indemnify each of the Dartmoor Federation and Devon County Council in respect of any claims for injury to persons or loss of or damage to property arising out of the letting of premises, except where such loss, damage or injury arises as the direct result of negligence on the part of the Federation, the Council, or their servants or agents.

Administration of Lettings

General

The Governors recognise that it would be impossible for them to personally vet every applicant or organisations who wish to make use of the any of the school's premises. Accordingly they have delegated the authority to accept applications for hire to the Executive Principal, Head Teacher of Okehampton College and/or the Federation Business Manager.

Variations

No member of staff is allowed to vary the terms and conditions from which the school premises are hired to either individuals or organisations nor to deviate from the Governor's published charging policy.

Lettings Documentation

All formal hiring of the schools premises, including those for which no charge is made, shall be properly documented. All Hirers must complete a lettings of hire agreement (Let 1 – see appendix 7) and are to receive a copy of the conditions of hire. The hire agreement is a contract, which the Governors of the Dartmoor Federation may enforce at law.

Scale of Charges

In arriving at their scale of charges the Governors have followed the following principles:-

- (i) there will be no charge for official school use of any of the school sites;
- (ii) that statutory users will be charged an amount commensurate with estimated cost recovery;
- (iii) that designated users will be charged no more than estimated cost;
- (iv) that private users will be charged on a cost plus an income margin for the school site used, in line with the scale of charges;
- (v) that there will be parity of treatment for similar users;
- (vi) that overall the cost of letting school facilities will be recovered from users unless discounts have been approved by Governors (see below for details);

- (vii) use of the premises for activities such as staff meetings, parents' meetings, Governing Board meetings and extra-curricular activities of students supervised by staff, fall within the corporate life of the Dartmoor Federation. Costs arising from these users are therefore a legitimate charge against each school's delegated budget and will be budgeted for.

For the purpose of charging, the Finance, Safety and Human Resources Management Group or the Executive Committee are empowered to determine to which group any particular individual or organisation belongs. The basis of charging will be determined by the purpose for which a letting is arranged.

The scale of charges are listed for the College in appendix 1b.

The charges levied will cover the following costs if applicable;

- unlocking and locking
- services (heating and lighting)
- staffing (including additional security, caretaking and cleaning) including "on-costs"
- administration
- wear and tear
- use of equipment at the school site
- profit element (where applicable)

Where there are multiple lettings taking place at the same time, the costs for services and basic staffing will normally be shared between the organisations involved.

If, as a result of a hiring that attracts charges, additional services, caretaking and/or cleaning is required, the costs of this will be invoiced to the Hirer in arrears.

Discounts

These form part of the scale of charges (Appendix 1b and 8) and are the only permitted variations to the standard charges.

Value Added Tax

The Governors are constrained by law to apply Value Added Tax (VAT) to all transactions where this is appropriate (see Appendix 1c).

Minimum charges and deposits

The minimum hire period will be one (1) hour for any single session booking during term time at Okehampton College or two (2) hours during the holidays, at weekends if no other booking is operating.

The Governors reserve the right to require a deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition necessitating their incurring additional cost for cleaning, caretaking or other expenses.

Cancellations

Governors will seek to recover any cost incurred which are unavoidable and result directly from the cancellation of a letting, including an administration fee of 10% of the hire charge. However, Governors will consider waiving the charge where organisations and/or individuals have cancelled in order to prevent damage or wear and tear to facilities i.e. weather conditions. Details of the charges are shown in the scale of charges in Appendix 1b for Okehampton College.

Payment methods

The Governors are mindful of their responsibilities in safeguarding the school from bad debt. Therefore payment at the time of booking is the norm (see point 3 of the Conditions of Hire appendix 1a Okehampton College). Cheques or cash are both acceptable, but cheques should wherever possible be supported by a guarantee card. In all cases where cash or cheques are paid an official receipt will be issued.

If a cheque fails to be cleared by the bank, the Dartmoor Federation will seek to recover the cost from the Hirer and will include a charge of £10 to cover charges incurred.

The Dartmoor Federation is unable to accept payments by credit card.

Extension of Credit

The Governors will allow the extension of credit to bone fide local organisations and individuals where they are satisfied that these are credit worthy. In all the cases the Governors reserve the right to withdraw credit facilities where prompt payment is not received. In all cases where credit is extended, an official invoice will be issued. The Governors will not normally extend credit for lettings where the invoice value is less than fifty pounds (£50). The Governors have chosen to delegate the approval of credit facilities to the Executive Committee of the Dartmoor Federation who are to maintain a list for the guidance of administrative staff. In all cases where credit is advanced the invoice is to be raised at the time of booking.

Security

The Governors will not normally insist upon continuous caretaking presence. However, they reserve the right and delegated power to the Senior Leadership Team to insist upon caretaking presence where the nature of the hiring may leave any site vulnerable to theft or damage. Caretaking will then be charged at the appropriate rate.

Review of Policy

The Governors will review the policy each year ~~in the month of November~~ and the scale of hire charges for the forthcoming year will also be reviewed and updated at this time (in line with caretaking and cleaning staff pay reviews).

APPENDICES TO THIS POLICY:

1. Guidance for letting of Okehampton College.
 - 1a) Terms and Conditions
 - 1b) Schedule of charges booklet
 - 1c) VAT rules letting
2. Lettings and Hire agreement form

APPENDIX 1

OKEHAMPTON COLLEGE LETTINGS POLICY

Guidance for letting of Okehampton College **Appendix 1a**

TERMS AND CONDITIONS FOR THE HIRE OF THE COLLEGE PREMISES

STATUS OF THE HIRER

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background. This hire agreement is personal to the Hirer only and nothing in it is intended to have the effect of giving exclusive possession of any part of the College to them or of creating any tenancy between the College and the Hirer. Hirers will not be permitted to sub-let the premises.

It is the responsibility of the Hirer to ensure that all relevant Disclosure and Barring Service (DBS) checks have been undertaken in relation to the hiring. The Hirer must confirm on the Application for Hire form that these checks have been undertaken. The hiring will not be approved if these conditions have not been satisfied.

All Hirers should note that the College has been designated by the Governors as a non-smoking campus (including e-cigarettes).

APPLICATION AND FEES

- 1) The signatory of the application shall be the Hirer. Where a promoting organisation is named in the application, that organisation shall also be considered the Hirer and shall be jointly and severally liable hereunder with the signatory.
- 2) The fee payable for the hiring shall be calculated in accordance with the scale of charges published by the Governors. The Governors reserve the right to alter or revise these charges at any time.
- 3) The fee for an occasional hiring shall be paid to the person authorising the hiring (normally the Lettings Administrator) within five days of such hiring being approved and upon receipt of such fee the hiring shall stand confirmed subject to the provision of condition 5 below. In the case of a long-term letting the Governors may at their discretion permit the periodic payment of charges in arrears.
- 4) The Governing Board will resolve any conflicting requests for the use of the premises, with priority at all times being given to College functions.

CANCELLATION

- 5) The Governors or their agent(s) acting on their behalf reserve the right, having good reason, at any time without notice to cancel a hiring or withdraw permission for the Hirer to occupy any part of the hired premises on any particular date. In such event the Governors shall not

incur any liability to the Hirer other than for return of any fee or the appropriate part of any fee paid in respect of the hiring.

- 6) If the Hirer shall cancel the hiring of the premises then the Governors shall be entitled to retain or demand as the case may be the whole of the fee paid in respect of such cancelled hiring PROVIDED THAT if notice of such cancellation is received at least seven days prior to the date of the hiring the fee will be refunded or remitted to the Hirer subject only to any necessary deduction or payment in respect of expense already incurred by the Governors in respect of that hiring (e.g. 10% administration fee).
- 7) Bookings are taken subject to the premises not being subsequently required for Parliamentary or Local Government elections or other statutory purpose. In the event of the premises being so required, the Governors will refund to the Applicant all charges made by them and already paid by the Applicant. The Governors shall not be liable to pay any compensation for any loss incurred by the Applicant.

FURNITURE AND EQUIPMENT

- 8) The Hirer's use of the hired premises shall be deemed to include the use of chairs and tables only.
- 9) The arrangement of furniture (other than its minor re-arrangement and reinstatement at the end of the hiring) and/or the use of additional furniture or equipment will require the specific approval of the Governors and will be subject to the scale of charges published by the Governors.
- 10) Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the College fabric, are permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall notify the caretaker. The Hirer will pay the cost of any reparation required.
- 11) Responsible adults must supervise the use of any equipment which is issued and ensure its safe return. The Hirer is liable for any damage, loss or theft of College equipment they are using and for the equipment's safe and appropriate use.
- 12) Any electrical equipment brought by the Hirer on to the College site MUST comply with the LA code of practice for portable electrical appliance equipment (PAT). Equipment must either have a certificate of safety from a qualified electrical engineer, or be inspected by a qualified member of the College staff before use. The intention to use any electrical equipment must be notified on the application.

OCTAGON THEATRE

- 13) Due to recent upgrades of the lighting and sound system all users are required to undertake a briefing session with a College technician prior to use.

KITCHEN FACILITIES

- 14) The College (Main) kitchen facilities and facilities for the preparation of refreshments are not included in the hiring unless prior consent for the use of such facilities has been given by the Governors. Where Hirers wish to bring in staff to operate in the main kitchen, they must be approved by the Catering Manager and will be under the supervision of the College staff. Alternatively, the Hirer must be approved by the Catering Manager and must demonstrate relevant competencies and be proficient in the use of equipment.

- 15) Other facilities for the preparation of refreshments, such as the Theatre kitchen and the Sixth Form are available for hire, but will not need College staff supervision. Hirers may use their own equipment, such as urns or kettles, to provide refreshments, but these will be subject to electrical inspections (see paragraph 12 above). Hirers will, however, comply with the College policies for Hygiene and Catering Health and Safety, which will be issued on hiring.

- 16) Refreshments provided by the Hirer must comply with the College policies for Hygiene and Catering Health and Safety.

- 17) The Hirer shall, during the hiring, be responsible for:

- a) taking all measures necessary to ensure that the permitted number of persons using the hired premises is not exceeded (in line with the College Premises Licence);
- b) the efficient supervision of the hired premises and for the orderly use thereof, including the observance of the Governors' total ban of smoking on the College premises;
- c) ensuring that all doors giving egress from the hired premises are kept unfastened and unobstructed and that no obstruction is placed or allowed to remain in any corridor giving access to the hired premises;
- d) ensuring that all proper safety measures are taken for the protection of the users of the premises and equipment including adequate adult supervision where young people are concerned;
- e) familiarising themselves and the users of the premises with the College Emergency and Fire Alarm Procedure, the fire alarm positions, the locations of the fire-fighting equipment and the establishment's exit routes;
- f) ascertaining the location of the nearest emergency telephone;
- g) the provision of a suitable first aid kit;
- h) Compliance with the Food Safety Act where catering facilities are involved.

- 18) The Hirer shall at the end of the hiring be responsible for ensuring that the hired

Premises:

- a) are vacated promptly and quietly;
- b) are left in a safe and secure condition and in a clean and tidy state.

Failure to comply with these conditions may lead to additional charges.

- a) No nails, tacks, screws or other like objects shall be driven into any part of the hired premises nor shall any placards, decorations or other articles be fixed thereto.
- b) No alterations or additions to any electrical installations either permanent or temporary on the hired premises may be made without the written consent of the Governors. Electrical apparatus must be switched off after use and plugs removed from sockets.

19) The Hirer shall not permit or suffer any damage to be done to the hired premises or any furniture or equipment therein and shall make good to the satisfaction of the Governors and pay for any damage thereto (including accidental damage) caused by any act or neglect by himself / herself, his / her agents or any person on the hired premises by reason of the use thereof by the Hirer.

20) The use of stilettos or any type of thin heel should be restricted to areas outside of gymnasiums/other areas where they are likely to cause damage. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the premises.

21) It is understood and agreed that the Governors do not, either expressly or by implication, warrant the premises to be fit for any sporting or recreational purpose for which the Hirer intends to use them but rely entirely on the skill, knowledge and expertise of the Hirer in choosing so to use them and require the Hirer to discontinue that use immediately upon it becoming reasonably foreseeable that by reason of their condition a participant in or a spectator to that sport or recreation or any other person is in danger of suffering injury, loss or damage.

22) Except insofar as the Unfair Contract Terms Act, 1977 (or any statutory modification of re-enactment of it) otherwise requires, the Governors will not be responsible or liable in any way whatsoever or to any person whatsoever (and whether or not there shall be any negligence by its servants or agents) in respect of:

- a) any damage or loss of any property brought on to or left upon the hired premises either by the Hirer or by any other person;
- b) any loss or injury which may be incurred by or done by or happen to the Hirer or any person resorting to the hired premises by reason of the use thereof by the Hirer.
- c) any loss to breakdown of machinery, failure of electrical supply, fire, flood or government restriction which may cause the hiring to be interrupted or cancelled.

and the Hirer shall be responsible for and shall indemnify the Governors and their servants and agents against all claims, demands, actions and costs arising from the Hirer's use of the hired premises or from any loss, damage or injury suffered by any person arising in any manner whatsoever out of the use of the hired premises by the Hirer.

LICENCES AND INSURANCE

- 23) The College has a Premises Licence in respect of the Octagon Theatre only. This covers any public entertainment, theatrical performance, film exhibition, or other similar function. However, the Hirer must obtain the consent of the Governors before holding such events. If any other College facility is used for this purpose the Hirer must obtain their own licence.
- 24) The hired premises shall not be used for the sale or supply of intoxicating liquor, or the holding of any lottery or other similar function without the written consent of the Governors, and such consent shall be subject to the Hirer first obtaining the necessary licence or permission required under current legislation (Licensing Act 2003) and producing this for the Governors if required.
- 25) The hired premises shall not be used for any betting, gaming or gambling.
- 26) The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the LA against all sums of money which the LA may have to pay by reason of an infringement of copyright or performing right occurring during the period of the hire covered by this agreement.
- 27) Public Liability Insurance – Hirers must provide evidence before a booking is accepted.

GENERAL

- 28) The right of entry to the hired premises at any time during the hiring is reserved for authorised officers and employees of Devon County Council and the Executive Principal or a person authorised by him.
- 29) The Hirer and his / her agents shall, during the hiring and during such other times as they or any of them shall be on the hired premises for the purpose of the hiring, comply with all reasonable requirements of the caretaker of the hired premises or any other employee of the College authorised by the Executive Principal or a person authorised by him to undertake custodial duties.
- 30) The Hirer shall not sub-let the hired premises or any part thereof and in the event of this condition being breached or any threat thereof then the hiring will stand cancelled, the charges forfeited and the Hirer and sub-Hirer excluded from the hired premises.
- 31) Any notice or necessary action required in respect of this hiring may be undertaken by:
- a) a representative of the Governors;
 - b) the Executive Principal or their duly authorised representative.

USE OF COLLEGE PREMISES BY COLLEGE OR ITS STUDENTS

32) Where the College is booked for events by the College or students of the College, the following terms and conditions of the booking apply :

- if the event is held in College time and is to be attended by Okehampton College students only, it is not essential that tickets are sold. If they are, however, they are not subject to VAT.
- if the event is held outside College time and is to be attended by Okehampton College students only, it is not essential that tickets are sold. If they are, however, they will be subject to Vat.
- If the event, regardless of when it takes place, is to be attended by parents/guardians and/or the general public, and a charge is to be made, tickets must be issued and the entry fee will be subject to VAT.
- All income for the event must be banked through the College cash office and must be banked intact, that is, without any costs relating to the event being deducted. (These costs will be administered by the College).
- There must be one member of staff acting in a supervisory role for every 20 students attending events such as music events and other similar types of activity.
- If technical and/or electrical equipment is to be used at the event, a College Technician must be employed to oversee its use. (Suitability of such staff will be subject to the College's agreement). Additional caretaking costs will be a charge on the Hirers, e.g. for the setting out of specific equipment, furniture, etc.
- Additional cleaning costs (i.e. use of College staff) will be a charge on the Hirers and arrangements for cleaning must be agreed in advance with the College.
- If the kitchen area is required for use, its proper supervision and the use of crockery, cutlery, etc. must be agreed in advance with the College. Any breakages or losses will be paid for by the Hirer.
- Alcohol will not be sold without the prior consent of the Governors and an appropriate licence being obtained from the Authority.
- Numbers attending an event are strictly governed by the College Theatre Licence and these must be agreed with the College prior to the event taking place.

Okehampton College



Schedule of Charges

For the

Use and Letting of Facilities

at

OKEHAMPTON COLLEGE

This Schedule of Charges
is effective from
1st September 2016 until 31st August 2017

All Bookings at Discretion of the College

*Okehampton College
Mill Road
Okehampton
Devon EX20 1PW
Telephone: (01837) 650910*

BOOKING INFORMATION AND CONDITIONS

BOOKINGS MUST BE MADE AT LEAST TEN WORKING DAYS IN ADVANCE

1. Hirers adhere strictly to their start and finish times and demonstrate consideration for previous and following users.
2. Hirers not able to take up a booking must inform Sally Blackmur within office hours. If notification is not received the full non discounted price will be charged.
3. In the event of booking difficulties, staff are not to be contacted at home. We are available during business hours.
4. We do our best to cover your needs but please let us know, in writing, of any changes to your requirements.
5. Resources available include flipcharts, TV and video, OHP and screen and slide projector. All resources need to be booked at least 10 days in advance.
6. We need to see copies of:
 - An evacuation plan
 - Insurance for accidental damage
 - Public liability insurance
 - Risk assessment

We need to know:

- Named person responsible for first aid and evacuation

The hirer needs to provide their own first aid kit and emergency mobile telephone

VAT - See Appendix 3-VAT Rules for lettings

BOOKINGS

To safeguard bookings it is essential to return the LET 1 form.

Working hours 9.00 - 15.30 Monday to Thursday
School Term Time

NB: During school holidays there is limited cover in the Office but please feel free to leave messages on the answerphone as this will be checked regularly.

A booking is **NOT** confirmed until you receive your signed copy of the LET 1 form together with a printout of booking details.

You are advised to check booking details very carefully to ensure we have correctly booked the facilities required.

HOW TO BOOK

By telephone:

(01837) 650910 Provisional bookings only. Please note that telephone bookings will only be held for 2 working weeks. A completed LET 1 form **MUST** be returned within this time.

By post:

1. Apply to the Office for LET 1 form
2. Return completed form
3. Return required documentation

ACCOUNTS

Regular bookings invoiced half-termly in arrears.

CHARGES FOR SEPTEMBER 2016 - AUGUST 2017

Applicable between 8 a.m. and 10.00 p.m.
(Additional charges for bookings running after 10.00 p.m.)

	YOUTH		
	DESIGNATED	DESIGNATED	PRIVATE
CLASSROOM (inc. 701)	6.80	9.00	14.15
OCTAGON THEATRE	18.00	23.00	30.90
DINING HALL	15.70	18.00	23.00
GYMNASIUM	<div style="border: 1px solid black; padding: 10px; text-align: center;">Please contact OCRA for any sports booking Tel. no. 01837 54546</div>		
ALL WEATHER PITCH (Whole)			
ALL WEATHER PITCH (One Third)			
ALL WEATHER PITCH (Two Thirds)			
GRASS PITCHES (Exc. changing rooms)			
EXAMS HALL	18.00	23.00	30.90
CHANGING ROOMS	6.80	9.00	14.15

CAR PARKS 23.90 per day
(for car boot sales etc.)

RESOURCES Nominal charge + VAT
(projectors, flip charts etc)

N.B.The College must charge enough to cover its energy and cleaning costs. In some areas and for some activities these are very high. Please note we keep these costs to a minimum but at times these considerations will directly affect bookings and the cost of bookings

ALTERATION OF ROOM HIRE

Please note, unless we receive **written** confirmation of any alterations within 5 days of the altered date, you will be charged in full - (an email will suffice - sblackmur@okehamptoncollege.devon.sch.uk)

OCTAGON

The Octagon is a 200 seat studio theatre ideal for lectures, conferences, fashion shows, slide shows, film shows, play performances and musical recitals. The venue is flexible enough to accommodate any venture including dances, as all the seats retract and it is an ideal rehearsal space.

The Octagon is available for hire after 17.30 Monday to Friday and between 08.00 and 24.00 during weekends and school holidays.

Kitchen facilities, lights and cinema equipment are available at extra cost.

EXTRA CARETAKING AND CLEANING

Costs will be passed onto the user at the rate charged to the College. Weekend use may be more expensive for this reason. *Details on request*

FIRE REGULATIONS

1. Every hirer must designate their own fire officer to ensure that they know where the alarm, extinguishers and nearest exits are.
2. In the event of a fire alarm sounding (*a siren sound*) fire officers must make sure their group leaves by the nearest exit and must be able to account for them to the fire brigade or caretaker.
3. Out of main school hours the fire assembly point is in Simmons Park at the rear of the school.

HEALTH & SAFETY

1. Every effort is made to ensure that facilities are safe. It is the responsibility of the user that facilities are used in a safe and appropriate manner.

APPENDIX 1C DARTMOOR FEDERATION - OKEHAMPTON COLLEGE LETTINGS POLICY AND CHARGES

VAT RULES FOR LETTINGS

The Governors have had regard to the Devon County Council Lettings Policy Document (BR11) section 11 in setting their charges. This has been drawn up with full reference to the DCC VAT Reference Manual.

Composite Charge

Lettings charges may include energy costs, administration, caretaking, cleaning, security and hire of equipment incidental to the let. These together may form a single (composite) lettings charge EXEMPT OF VAT, provided none of the costs are itemised on the invoice.

Services additional to those normally covered by the lettings charge must have VAT applied.

Letting Types

For VAT purposes, there are two categories of letting:

(a)	Non-sport lettings	
(b)	Sports lettings and Physical Recreation	
(a)	Non-sport lettings	
	Hire of room/hall;	
	With caretaking if not mentioned on invoice	EXEMPT
	With equipment (less than 50% of costs)	EXEMPT
	With equipment (more than 50% of costs)	VARIABLE
	Hire of specialist room – lab or IT Suite	VARIABLE
	Hire of room/hall with provision of light refreshments	
	- Room hire	EXEMPT
	- Refreshments	VARIABLE
	Hire of room with kitchen to provide/prepare food/drink	EXEMPT
	Hire of theatre to a theatre group to put on a play (but groups accounts may have to show VAT on takings)	EXEMPT
	Hire of cinema for showing films (but as theatre takings)	EXEMPT
	Hire of kitchen or kitchenette for use of facilities	VARIABLE
	Lettings for official purposes or other supplies to:	
	DCC establishments' incl. ACL	
	Depts. Of DCC	Outside scope of VAT

See also paragraph 13 of the Terms and Conditions of hire about the use of the theatre.

(b) Sports Lettings and Physical Recreation Facilities

Sports facilities, which are used for sport/physical recreation, are normally specifically designed, adapted or equipped land/premises. General purpose halls which merely have floor markings are not themselves classed as sports facilities and the lettings of such are EXEMPT, even when let for playing sport.

When the hall permanently or for specific occasions contains sports facilities or equipment beyond the floor markings, then it is VATABLE if used to play sports or for physical recreation.

Hire of facilities for playing any sport/physical recreation is normally VATABLE. However, long term letting can be EXEMPT if the following conditions are met:

- single let for a continuous period exceeding 24 hours to the same person who has exclusive control of the facilities;
- series of lets for 10 sessions or more provided each session is for the same sport/activity at the same place: the interval between each session is at least 1 day but not more than 14 days;
- The series of lets is paid for as a whole with written evidence to this effect (an invoice issued in advance for all the sessions is sufficient evidence). Pay as you use is acceptable provided the 10 let rule is not broken by subsequent postponement/cancellation.

If the sports facility is let for non-sport purpose, it is EXEMPT.

APPENDIX 2. LETTINGS AND HIRE AGREEMENT FORM



Okehampton College
Application for Hire of School Premises

Name of Organisation or Hirer:

Name of Responsible Officer:

Address of Hirer:

..... Post Code:

Position in Organisation:

Contact Phone Number(s):

Invoice Address (if different from above):

..... Post Code:

- I wish to hire the premises as detailed in the attached quotation.
- I understand that any alteration to the hire of premises will be submitted in writing within 5 days otherwise I shall be charged in full.
- I have received a copy of the conditions of hire and I agree to abide by them.
- I can confirm that the use of the premises will not include the playing of pre-recorded music: YES / NO (please circle as appropriate).

I/we in consideration of this application being granted, agree to pay on demand to Okehampton College all charges, fees and other expenses prevailing at the date to booking incurred thereby. I/we undertake to accept, abide by and conform with the regulations, together with such other particular conditions which may be imposed upon me/us by Okehampton College upon the grant of this application.

Signature of Hirer: Date:

Letting Agreed on behalf of the Governors by:

Name: Designation:

Date:

Booking Confirmation no. Caretaker Advised

We need to see:

- copy of insurance for accidental damage
- copy of public liability insurance (£5,000,000 minimum)
- copy of your risk assessment
- copy of your evacuation plan

YES	NO

BOOKING FORM

Okehampton College, Mill Road, Okehampton Devon EX20 1PW
Tel No: 01837 650910 Fax: 01837 650918

Minimum of 10 working days required for booking arrangements

FACILITIES REQUIRED

please tick boxes

Room No: Gymnasium Sports Hall

DATES REQUIRED

Start Date: End Date:

Start Time: Finish Time:

SPECIAL SEATING/ROOM ARRANGEMENT, if required

NB You may be charged for this additional service

Room layout: Circular Theatre Horseshoe Boardroom

ADDITIONAL EQUIPMENT REQUIRED:

OHP Flipchart Slide Projector/Stand
CD Player Cassette Player
Projector - to be used with either DVD Video
Tables Chairs

OCTAGON THEATRE

Please note when booking the Octagon Theatre, chairs, tables and/or tiered seating need to be booked

GROUNDS - N.B. only 5-a-side goals available on all weather pitch

All Weather Pitch - Whole / Two Thirds / One Third (*delete as appropriate*)

Cricket Pitch Rugby Pitch Football Pitch

please tick box

Start Date: End Date:

Start Time: Finish Time:

EQUIPMENT REQUIRED (please specify)

.....
Sports Hall Changing Rooms Tech. Block Changing Rooms Floodlights

please tick box

Signature: **Date:**