

<b>Lettings Policy</b>	
DATE OF REVIEW:	
DATE OF NEXT REVIEW: <b>January 2019</b>	
TO BE REVIEWED BY: Finance and Personnel	

### **Adoption**

The school governors at their meeting on **28<sup>th</sup> March 2017** reviews the lettings policy and the scale of charges set out below :-

### **Policy Objectives**

The governors adopt and endorse the County'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, education premises constitutes a natural priority;
- (iv) that a profit margin would be welcome when derived from private or commercial usage but are not the objective when facilitating education activity by designated users.

### **Priority Usage**

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

- (i) statutory users;
- (ii) designated users;
- (iii) private users.

The governors have applied in each case the definitions identified in the Devon County Council lettings policy document BR11.

### **Applications for Designated Status**

The governing body have delegated their power to determine designated status to the Headteacher who will exercise discretion on their behalf and determine applications. The outcome of such decisions shall be matter of report to the governing body each term. The headteacher will arrange for a list of approved organisations to be maintained. This does not preclude the Headteacher from referring sensitive applications to the full governing body at his/her/their discretion.

Definitions of user groups (See pg 4-6 of Policy Document BR11)

## **Conditions of Hire**

The governors have adopted the standard Devon County Council conditions of hire. These form Appendix 1 to this policy statement. Those hiring premises are asked to adhere to government legislation on smoking in public premises.

## **Administration of Lettings**

### **General**

The governors recognise that it would be impossible for them to personally vet every applicant or organisation who wish to make use of the school premises. Accordingly they have delegated the authority to accept applications for hire to the following persons, Headteacher and/or Leadership Team.

### **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 governors published charging policy.

### **Lettings Documentation**

All formal hiring of the school's premises, including those for which no charge, shall be properly documented. All hirers **must** complete a lettings of hire agreement and are to receive a copy of the conditions of hire. The hire agreement is a contract which the governors may enforce at law.

### **Scale of Charges**

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

- (i) that statutory users will be charged an amount commensurate with cost recovery;
- (ii) that designated users will be charged no more than cost;
- (iii) that private users will be charged on a cost plus an income margin for the school ;
- (iv) that there will be parity of treatment for similar users;
- (v) that overall the cost of letting school facilities will be recovered from users.

For the purpose of charging the Headteacher is 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 forms Appendix 2 to this policy statement.

### **Discounts**

These form part of the scale of charges and are the only permitted variations to the standard charges.

### **Value Added Tax**

The governors are constrained by law to apply value added tax to all transactions where this is appropriate.

## **Minimum charges and deposits**

The minimum hire period will be two ( 2) hours where the letting is chargeable. 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 costs incurred by the school which are unavoidable and result directly from the cancellation of a letting. Details of the charges are shown in the scale of charges in Appendix 2. Where facilities are not used applications for a refund will be considered after the deduction of costs.

## **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. 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 over then an official receipt must be issued.

## **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 County Council invoice will be issued *{local payment schools will where appropriate use their own invoices}*. 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 Headteacher and/or Leadership Team 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 headteacher to insist upon caretaking presence where in his/her view the nature of the hiring may leave the school vulnerable to theft or damage.

## **Review of Policy**

The governors will review the policy annually and the scale of hire charges for the forthcoming year will also be reviewed and updated.

To be read alongside **Devon County Council lettings policy document BR11.**

Signed ..... (Chair of F&P)

Date .....

## APPENDIX 1

### TERMS AND CONDITIONS

#### 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 School to them or of creating any tenancy between the School 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 (DSB) 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 School has been designated by the Governors as a non-smoking campus.

#### 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 arrear.
- 4) The Governing Body will resolve any conflicting requests for the use of the premises, with priority at all times being given to School 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 whatsoever 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 School 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 School equipment they are using and for the equipment's safe and

appropriate use.

12) Any electrical equipment brought by the Hirer on to the School 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 School staff before use. The intention to use any electrical equipment must be notified on the application.

#### KITCHEN FACILITIES

13) The School (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. The main kitchen will not be hired out unless there is suitable School staff supervision at all times. 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 School staff at all times. They must also comply with School policies for Hygiene and Catering Health and Safety, which will be issued on hiring.

14) Other facilities for the preparation of refreshments, such as the Theatre kitchen and the Sixth Form are available for hire, but will not need School 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 School policies for Hygiene and Catering Health and Safety, which will be issued on hiring.

15) Refreshments provided by the Hirer must comply with the School policies for Hygiene and Catering Health and Safety.

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

- a) 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 School 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 School 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.

17) 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.

18) 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.

19) 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.

20) 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.

21) Except insofar as the Unfair Contract Terms Act, 1977 (or any statutory modification or 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

22) 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.

23) The hired premises shall not be used for any betting, gaming or gambling.

24) 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.

25) Public Liability Insurance – Hirers must provide evidence before a booking is accepted.

#### GENERAL

26) 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 Principal or a person authorised by him.

27) 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 School authorised by the Principal to undertake custodial duties.

28) 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.

29) Any notice or necessary action required in respect of this hiring may be undertaken by:

a) a representative of the Governors;

b) the Head of Education and Learning or their duly authorised representative.

## APPENDIX 2

April 2017

### LETTINGS CHARGES – 2017-2018

The rates from April 2017 are as follows:

		Commercial/Private Use / Community Use
		<b>Single Let</b>
<b>Monday to Friday (06.00 – 22.00)</b>	<b>First hour</b>	<b>£16.59</b>
	<b>Subsequent hour</b>	<b>£5.00</b>
<b>Saturday and Sunday (06.00 – 22.00)</b>	<b>First hour</b>	<b>£20.66</b>
	<b>Subsequent hour</b>	<b>£5.00</b>
<b>Monday to Sunday / Bank Holidays (22.00 – 06.00)</b>	<b>First hour</b>	<b>£24.89</b>
	<b>Subsequent hour</b>	<b>£7.00</b>

Please note that the first hour includes the letting charge for the caretaker to open and lock up. Caretaking costs are based on the Devon Norse agreed rate.

Where applicable, additional charges will be made for any caretaking or cleaning services that may be required (prices are available on request).