



Lettings Policy				
Date reviewed	Date ratified/ adopted	Owner (committee/ board)	Date of next review	Published
June 2020	7 <sup>th</sup> July 2020	FGB Business Manager	June 2021	Google Drive Website

### 1. Adoption

The school governors at their meeting on 30<sup>th</sup> June 2020 adopted the lettings policy and the scale of charges set out below :-

### 2. Policy Objectives

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

- that school premises represent a significant capital investment and should be fully utilised ;
- are a valuable community resource;
- educational usage, education premises constitutes a natural priority;
- 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.

### 3. Priority Usage

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

- statutory users
- designated users
- private users

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



#### 4. Definitions of Bands of Users

##### Statutory Users

Usage laid down by statute will not be frequent but must be accommodated, at a rate to recover costs. The charging of a rent is prohibited by law.

Statutory usage will be:

- Use of premises for polling stations where an election (local or parliamentary) has been declared.
- Official meetings of the Parish or Parochial Church Councils.
- Any other statutory purpose which may arise.

##### Designated Users

These should have priority of access except where a class with statutory usage cannot be avoided. Designated Users are likely to be the largest to use educational premises and grounds. This reflects the Governors' view that educational and community usage is the most valid extended utilisation of the school premises.

Within this band the groups below are in order of priority of access:

- (a) Within a school, the School's own activities, such as:
  - School meetings (Governors, PTFA, staff)
  - Curriculum activities (plays, concerts, etc)
  - Fundraising activities for school funds.
- (b) Community Education Programmed activities, such as:
  - Adult Education Programmes and/or Youth Service programmes supported by the County Council and Partner Voluntary Organisation.
  - County Council sponsored community work.
  - Community Education staff meetings/staff training courses
- (c) Other Community Activities, such as:
  - Approved playgroups and recognised playschemes.
  - The Duke of Edinburgh's Award Scheme
  - Non-profit making sports courses for school age children.
  - Other local groups which the Governors consider fall into this category.
- (d) Usage by the Education Department for its purposes other than those already specified above.

The Governing Body have delegated their power to determine designated status to the Headteacher and School Business Manager who will exercise discretion on their behalf and determine applications. The outcome of such decisions shall be a matter of report to the Governing Body each term. The School Business Manager will maintain a list of approved organisations to be maintained. This does not preclude the Headteacher and School Business Manager from referring sensitive applications to the Governing Body at their discretion.

## Private Users/Commercial Users

Those who are not Statutory or Designated Users will be private users/commercial users

Private users who are providing profit-making sports courses for school age children and other activities for school age children that are of a similar nature, eg, dance, music will be charged at the Private Rate.

Private users who are undertaking other profit-making activities will be charged at the Commercial Rate.

Usage by other County Council Departments and Partner Organisations, eg Babcock for their own courses, business needs or in furtherance of the democratic process should be given priority but can be charged a cost plus a profit margin. This will be charged at the private rate unless the use is for a commercial purpose when this will be charged at the Commercial Rate.

The Headteacher and School Business Manager will use their discretion when making charges and give due regard to groups providing a community service, eg charitable groups.

### **5. Approved Activities**

The Governors have determined that certain users from the designated and private categories shall be exempt from charges. These are:

School PTFA activities

Governors meetings

Approved extra-curricular educational activities

The School's budget share will not be subsidising these activities because the school is still open at the times of the extra curricular activities, there is no caretaking charge for Governors meetings and PTFA activities produce sufficient income to compensate the school for any costs involved.

### **6. Conditions of Hire**

The Governors have adopted the standard Devon County Council Terms of Contract with the addition of paragraph 17 in relation to Covid-19 and paragraph 18 in relation to Safeguarding. These terms form Appendix 1 to this Policy Statement.

### **7. 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 Headteacher and School Business Manager. The Headteacher and School Business Manager will give due diligence to checking the background of any new hirers in line with their PREVENT responsibilities.

#### Variations

No member of staff is allowed to vary the terms and conditions under 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 schools premises, including those for which no charge, is made 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.

### Security

The governors will not normally insist upon continuous caretaking presence. However they reserve the right and delegate 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.

### Insurance

All hirers are to have their attention drawn to their responsibility of ensuring that they have suitable insurance cover for the activities they are undertaking and are to acknowledge this by signing the declaration contained within the Application Form.

## **8. Scale of Charges**

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

- (a) that statutory users will be charged an amount commensurate with cost recovery;
- (b) that designated users will be charged no more than cost (it is permissible to charge designated users at less than cost provided that the subsidy is generated from other lettings at cost plus income)
- (c) that private and commercial users will be charged on a cost plus an income margin for the school ;
- (d) that there will be parity of treatment for similar users;
- (e) that overall the cost of letting school facilities will be recovered from users.

For the purpose of charging the Headteacher and School Business Manager 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 forms Appendix 2 to this policy statement.

### 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 hours.

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 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.

### Payment methods

The Governors are mindful of their responsibilities in safeguarding the school from bad debt. Therefore payment at the time of booking by cheque is the norm.

### 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 Headteacher and School Business Manager who is 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.

## **9. 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.

**LETTING OF EDUCATIONAL PREMISES AND  
GROUNDS TERMS OF CONTRACT COMPRISED IN  
UNDERMENTIONEDCONDITIONS AND HIRE FORM**

NB References in this form to the Council shall in relation to school premises be construed as references to the governors of that school. The Law which applies is the Law of England.

***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 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.
4. In the case of a long-term letting the governors of the hired premises may at their discretion permit the periodic payment of hire charges in arrears.

**CANCELLATION**

- 4 The Governors or their agent(s) acting on their behalf must 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.
- 5 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 or the Council in respect of that hiring.
- 6 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. Neither the Governors nor the Council shall be liable to pay any compensation for any loss incurred by the Applicant.

### **FURNITURE AND EQUIPMENT**

- 7 The hirer's use of the hired premises shall be deemed to include the use of chairs and tables only.
- 8 The arrangement of furniture and/or the use of additional furniture or equipment will require the specific approval of the Governors. Such use may be subject to the scale of charges published by the Governors.
- 9 Where additional equipment is required by the hirer this will be subject to an additional charge according to the Governors' published scale.

### **KITCHEN FACILITIES**

- 10 Kitchen facilities and facilities for the preparation of refreshment are not included in the hiring unless prior consent for the use of such facilities has been given by the Governors who will have consulted the Catering Contractor to arrange for such use at all times to be supervised adequately.

Separate conditions of hire exist for catering facilities. Where catering facilities form part of the contract, these conditions, which can be obtained from the school, are deemed to have been accepted.

### **HEALTH, SAFETY AND CONDITION OF PREMISES**

- 11 The hirer/hirers 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;
  - (b) the efficient supervision of the hired premises and for the orderly use thereof including the observance of the governors' policy on smoking on 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 fire-alarm positions, the locations of the fire-fighting equipment and the establishment's exit routes and evacuation procedure.
  - (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.

- 12 The hirer shall at the end of the hiring be responsible for:
- (a) ensuring that the hired premises are vacated promptly and quietly;
  - (b) ensuring that the hired premises 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.

- 13
- (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.

- 14 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, his agents or any person on the hired premises by reason of the use thereof by the hirer.

- 15 It is understood and agreed that the Governors do not, either expressly or by implication, warrant the premises to be fit or suitable 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 spectator to that sport or recreation or any other person is in danger of suffering injury, loss or damage.

- 16 Except insofar as the Unfair Contract Terms Act, 1977 (or any statutory modification or re-enactment of it) otherwise requires, neither the Council nor Governors acting on its behalf will 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 or 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 Council its 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.



## **COVID-19**

- 17 The hirer shall comply at all times with the arrangements in place on site in response to Covid-19. This includes any requirements for social distancing and sanitising that are applicable at the time. The Headteacher/Business Manager will advise the hirer of the requirements prior to the start of the letting.

## **SAFEGUARDING**

- 18 The Governors seek to ensure the suitability of adults working with children on the school's premises at any time, in line with the School's Safeguarding/Child Protection Policy. Hirers intending to work with children or vulnerable adults must have suitable Safeguarding arrangements in place.

## **LICENCES**

- 19 The hired premises shall not be used for the sale or supply of intoxicating liquor, or the holding of any public entertainment, theatrical performance, film exhibition, lottery or other similar function without the consent of the Governors, and such consent shall be subject to the hirer first obtaining the necessary licence or permission required under current legislation, and producing this for the scrutiny of the Governors if required;
- 20 The hired premises shall not be used for any betting, gaming or gambling.
- 21 The hirer shall indemnify the Council against any infringement of copyright which may occur during the hiring.

## **GENERAL**

- 22 The right of entry to the hired premises at any time during the hiring is reserved for authorised officers and employees of the Council and the head of the establishment or a person authorised by him/her.
- 23 The hirer and his 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.
- 24 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.
- 25 Any notice or necessary action required in respect of this hiring may be undertaken by:
- (a) a representative of the Governors;
  - (b) the Chief Education Officer or his duly authorised representative.