



LETTINGS POLICY

Date: 20 January 2009

Date approved
by Governing Body: March 2015

Review Schedule: Annual

Reviewed: Spring 2015

Next review Date: Spring Term 2016

Responsibility: Finance & Premises Committee

LETTINGS POLICY STATEMENT

Adoption

The school governors at their meeting on 27th January 2009 adopted the lettings policy and the scale of charges set out below

Policy Objectives

The Academy is a central part of the larger local community and as such we welcome the letting of the Academy premises by the local community. To avoid any unfortunate 'double bookings' we employ an outlook based academy calendar to record all lets. Lettings income includes income from hiring out rooms and pitches etc. The underlying principles for letting the academy are:-

- i. **The Academy retains income from lettings of the Academy premises** 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 is not the objective when facilitating education activity by designated users.

Priority Usage

The governors have adopted the following categories of priority user as detailed in Appendix 3:-

- i. statutory users/designated users
- ii. private users

Applications for Designated Status

The governing body have reserved the right to determine those organisations additional to those who have already been so determined by the county council, which may have designated status. The governors will review this list each year in the Summer Term for the purpose of deciding whether designated status is still appropriate. At other times of the year applications for designated status will be dealt with by the governing body on 'an as and when' basis.

Categories of Designated and Private User

The governors have decided that for the purpose of charging there will 4 categories of designated user:

- | | |
|-----------|------------------------------|
| ▪ Group A | Free of Charge |
| ▪ Group B | Statutory & Designated Users |
| ▪ Group C | Private Users |
| ▪ Group D | Local Youth Groups |

For list of free of charge and designated users see Appendix 3.

Conditions of Hire

The governors have adopted the terms and conditions are contained in Appendix 1 to this Policy Statement.

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, College Manager and Lettings Administrator.

Variations

No member of staff is allowed to vary 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 (Appendix 2) and are to receive a copy of the conditions of hire. The hire agreement is a contract which the governors may enforce at law. The hirers insurance document (if applicable) is checked and a copy kept on file.

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 according to their grouping
- 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 Principal and Lettings Administrator is/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. **Discounts**

These form part of the scale of charges (Appendix 2) 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 one hour except where stated.

The college 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.

Payment of Academy Staff

All Academy staff employed on behalf of the Academy to facilitate lettings will be remunerated as per the table below

Description	Evenings/Saturdays	Bank Holidays/Sundays
Per Letting	£35	£40
Security per hour	£10.50	£13.50
Cleaning per hour	£10.50	£13.50
Evenings after 23:00 per hour	£10.50	£13.50
Weekends after 21:00 per hour	£10.50	£13.50

at a rate of £35 per letting (evenings and Saturdays) £40 per letting bank holidays and Sundays. In addition to this all staff will be paid mileage for their actual mileage

These charges will be included in the calculation of all letting charges.

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 3.

Payment methods

The governors are mindful of their responsibilities in safeguarding the school from bad debt. Therefore payment at the time of booking should be encouraged. 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 College invoice will be issued. The governors have chosen to delegate the approval of credit facilities to the Principal and Finance Officer 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.

Security

The governors will not normally insist upon continuous caretaking presence. However they reserve the right and delegated power to the head teacher 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 academic year will be reviewed and updated.

Clyst Vale Community College

LETTING OF EDUCATIONAL PREMISES AND GROUNDS

TERMS OF CONTRACT COMPRISED IN UNDERMENTIONED

CONDITIONS AND HIRE FORM

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 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. The Governors shall not 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;
 - (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, the Governors acting on its behalf 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 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 Academy 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.

17 CRIMINAL RECORD BUREAU CHECKS

If you run a club/group that involves children, young people or vulnerable adults it is your responsibility to ensure that you and your staff/helpers have had the necessary police checks carried out by the Criminal Records Bureau. Can you please confirm with the school office that this has been done and kept up to date.

LICENCES

- 18 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;
- 19 The hired premises shall not be used for any betting, gaming or gambling.
- 20 The hirer shall indemnify the Academy against any infringement of copyright which may occur during the hiring.

GENERAL

- 21 The right of entry to the hired premises at any time during the hiring is reserved for authorised officers and employees of the Academy or a person authorised by him/her.
- 22 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.
- 23 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.
- 24 Any notice or necessary action required in respect of this hiring may be undertaken by:
 - (a) a representative of the Governors;

It may be necessary to cancel letting requests if dates clash with school requirements. Where this is the case we would make every effort to inform you as soon as possible.

Special Seating/Room Requirements, if required (ie: TV/DVD, Flipcharts etc) Please list

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Please note: Any electrical equipment brought into College must be portable appliance tested and a copy of the certificate to be attached to this form.

Yours sincerely

CPH/PS

Ms Claire Phillips
Lettings Administrator

Please sign and return to the above address to confirm acceptance

Signed:

Dated:

APPENDIX 2 LETTINGS POLICY

Scale of charges:- September 2015

Facility	Rates Per hour (except where noted)				Per Let
	Group A Free of Charge	Group B Statutory & Designated Users	Group C Private Users	Group D Youth Groups	
Classrooms		£5.70	£11.15	£3.00	
Community Room		£7.00	£12.20	£3.95	
Hall/Dance Studio plus changing rooms & toilets		£7.85	£15.75	£3.65	
Changing Rooms/toilets New Block					£75 To include 2 hrs cleaning
Whole Field excl changing rooms (Not for football matches)		£15.00	£28.00	£10.00	
Football Pitches for Matches 2hours (per pitch)		£11.25	£22.35	£9.45 (inc 1 training session p/w) 2 nd pitch £5.65 (incl as above)	
Hard surface area Unlit		£5.65	£11.60	£3.00	
Hard surface Floodlit		£9.80	£20.65	£5.35	
Main Hall Changing Rooms with other facility					£20.00 per let
Kitchen Facilities		£7.50	£14.85		
Dining Area		£5.80	£11.05		
Hire of equipment (general)					£15.00
Hire of Hall Sound Equipment & Projector					£100.00
Hire of ICT Suites (includes B & W printing – no paper)		£11.25	£22.00		
Post 16 Facility				£90 £170.00	Per half day Per full day

VAT to be applied where applicable.

List of Users

GROUP A: FREE OF CHARGE
College Governors College Staff – school use College PSA College Fund Raising Activities (i.e. school disco) College Curriculum-Related Activities (i.e. plays, concerts etc) Partnership organisations working directly with College Students (e.g. Youth Service, Duke of Edinburgh, ICE Team, DAISI)
GROUP B: STATUTORY & DESIGNATED USERS
Devon ACL Local Community Groups and Clubs College Staff – private use Devon County Council subsidiaries not working directly with College Students – (e.g. Social Services, DAG)
GROUP C: PRIVATE USERS
GROUP D: YOUTH GROUPS

Additional Charges

If the let occurs outside normal school hours, there will be an additional charge of £60.00 per day, per let (£70 .00 per day, per let, Bank Holidays) for opening/closing. Should additional caretaking and security duties be required these will be charged at £20.00 per hour (£25) per hour Sundays & Bank Holidays). Any lets that require closing up after 23:00 weekdays or 21:00 weekends/Bank holidays will incur an additional cost of £25.00 per hour.

Cleaning will be charged at £20.00 per hour (£25) per hour Sunday & Bank Holidays). Administration will be charged at £7.50 per booking for private users. Prices effective from September 2015.

Cancellation Charges

The governors reserve the right to charge a cancellation fee equal to the letting cost if the hirer does not give at least seven days notice.

Hire of Equipment

Where additional equipment is required a charge of £12.20 per item will apply.

Computer Rooms

Liaise with Network Manager re usage and access

Kitchens

Liaise with kitchen staff re usage and access

VAT

The following is for guidance only,

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| ▪ Room Hire | Exempt |
| ▪ Refreshments supplied | Standard rate |
| ▪ Hire of Equipment/Minibus | Standard rate |
| ▪ Composite charge: | Exempt |
| ▪ where a room is hired and the facilities are incidental | Exempt |
| ▪ where a room is hired to make use of it's specialist facilities | Standard rate |
| ▪ Hall and other recreational facilities | Dependant on use |
| ▪ For 10 or more consecutive sessions, same activity, same place | Exempt |
| ▪ (There are several other conditions, which have to be met to qualify for this VAT exemption, please refer to DCC Policy Statement BR11 Section 11.3) | |
| ▪ Charging to Local Authority Users (DCC) | Outside Scope |