

# Federation of Tiverton Schools

## Lettings Policy

<b>Status</b>	Statutory
<b>Job title</b>	School Business Manager
<b>Nominated prime author:</b>	John Cleaver
<b>Policy to be implemented by:</b>	All Staff
<b>Date completed:</b>	March 2020
<b>Review period</b>	2 years
<b>Date approved:</b>	18.03.20
<b>Signature of chair of committee:</b>	

The master copy of this policy document is to be kept by the clerk to the Governors who must ensure that:

1. The relevant staff in each school and the prime author all have a copy of the policy.
2. The Resources committee will carry out the review of the policy at the appropriate time.

# Federation of Tiverton Schools

## Community Use of Premises and Lettings Policy

### Policy Objectives

The governors recognise that:

- the school premises represent a significant capital investment and should be fully utilised.
- the school premises are a valuable community resource.
- that the educational usage of education premises are a natural priority.
- Educational or Community based activities are based on a charge to cover costs only.

### Categories of Use

The governors have decided on the following categories of user across the Federation:

#### 1 Statutory user

It is established by statute that when, required for statutory use, school premises must be used, then other school priorities must stand aside. This includes official meetings of Councils and other statutory purpose which may arise. The most common purpose is for elections.

Charges can be made for any additional costs relating to cleaning, caretaking, lighting or heating, relating to such use. By law, no letting fee can be charged.

#### 2 Designated User (for which no charges are normally made)

- All educational establishment members of Tiverton Cooperative Learning Partnership.

#### 3 Community Users

- Tiverton Community Arts Theatre (TCAT), they hold the entertainment and premises license.
- Non-profit making sports teams and courses for under 18s
- Willowtree Dance and Theatre Company – the charges and use of the school premises is covered by a 'Statement of Understanding' with the company, who provide a facility for many of our students
- Tiverton Rugby and Football clubs – there is a joint agreement in place between the clubs and THS regarding the use of the pitches adjacent to the leisure centre
- Events fundraising for a registered charity.

#### 4 Private User – Use of premises for commercial or other private use.

#### 5 Astroturf – the pitch is for the full use of THS during normal school hours. It then becomes for the use of Exe Valley Leisure Centre and can be hired from them. There is a joint use agreement for this.

The Governing Body delegates its power to determine the designated status to the School Business Manager, Partnership Director and school administrators who will exercise on its behalf and determine applications.

The letting of any school building or grounds within the Federation will not be permitted to any extremist organisation.

### **General Information**

The governors let the premises in accordance with County Policy document BR11

- 1 **All** lettings (whichever category of user) will be undertaken on the basis that in any event the school should not be in a detrimental financial position following permission for a letting.
- 2 All hirers should complete a standard booking form, including terms and conditions of hire to be signed by the Partnership Assistant or school based staff (Appendix 1). The terms and conditions include details of cancellations, fee payments including deposits required.
- 3 Commercial hire charges will be levied at the discretion of the School Business Manager and Partnership Director and should take into consideration the nature of the use of the premises. No other member of staff is authorised to vary the terms and conditions under which the school premises are hired.
4. All bookings to be approved on the understanding that charges for additional caretaking and/or cleaning may be levied after the booking has been held if necessary.
5. All hirers to be issued with the 'Notice to Hirers' (Appendix 2).
6. Lettings for one-off events will be charged at a rate to be agreed with School Business Manager or Partnership Director.
7. Copies of the respective school Asbestos Registers are held as follows:
  - Heathcoat Primary School Office
  - Rackenford Primary School Office
  - Tiverton High School Premises Office and Caretakers Office

These are accessible by caretaking staff at all times.

### **Cancellations**

The governors will seek to recover any cost incurred by the school which is unavoidable and results directly from the cancellation of a letting.

### **Payment Methods**

The governors are mindful of their responsibilities in safeguarding the school from bad debt. Payment at the time of booking is the norm. In all cases an official receipt will be issued.

### **Extension of Credit**

The governors will allow the extension of credit to local organisations and individuals where they are satisfied that these are credit worthy. In all cases the governors reserve the right to withdraw these facilities where prompt payment is not received. Where credit is extended an invoice will be issued.

### **Security**

The governors will not normally insist upon continuous caretaking presence. However they reserve the right and delegated power to the appropriate staff in school to insist upon caretaking presence where the nature of the letting may leave the school vulnerable to theft or damage.

## **VAT and lettings**

There are complex regulations surrounding the charging of VAT on lettings, in particular sports lettings, where VAT will be charged in accordance with these.

As a guide for sports facility lettings for sporting activities:

- Individual lettings less than 24 hours are liable to VAT at the standard rate.
- Continuous lettings of more than 24 hours to the same person are exempt from VAT.
- A series of 10 or more lets to schools, clubs and organisations, with an interval between each of at least one day and not more than 14 days, are exempt from VAT.

**LETTING CHARGES**

A non-refundable deposit of £100 or 20% of the booking fee (whichever is the lesser) may be required.

All hirers must complete and return a signed booking form and evidence of public liability insurance prior to the booking commencing.

**Standard Charges****Tiverton High School Rates (per hour)**

	<b>Community User</b>	<b>Private User</b>	<b>Notes</b>
Classrooms	£8.00	£12.00	
School Hall	£10.00	£20.00	
Gym / Dance Studio	£10.00	£20.00	
Drama Rooms	£10.00	£20.00	
Refectory	£10.00	£20.00	
Sports Hall	£20.00	£30.00	
Car Park – Sole Hire	£100	£150.00	Per day
Overrun charge	£10.00	£15.00	
Field	£80	£100	Per day

We do not hire out the kitchen facilities in the refectory, science classrooms or design classrooms.

Our car park may be hired for overflow purposes linked to other events – please contact us for further details.

**Heathcoat and Rackenford Primary Schools Rates (per hour)**

	Community User	Private User	Notes
School Hall	£6.00	£9.00	
Grounds	£6.00	£9.00	
Classroom	£5.00	£7.50	

To enable the caretakers to maintain the security of the school. Please note that additional caretaking charges are made at the following times:

Weekdays before 6.30pm	Weekdays after 6.30pm	Weekend/Bank Holiday/School Holidays
No charge	£15	£20

Standard charges may be varied subject to the discretion of the School Business Manager and/or Partnership Director.

To enable the caretakers to maintain the security of the school. Please note that additional caretaking charges of £35.00 are made at the following times:

- term time Monday to Thursday bookings that extend after 10.00 pm.
- term time Friday bookings that extend after 9pm.
- Weekends and Bank Holidays.
- School holiday bookings before 9am or after 4pm.

**FEDERATION OF TIVERTON SCHOOLS  
APPLICATION FOR HIRE OF PREMISES or GROUNDS**

This completed form must be signed and returned to the School together with payment and a copy of your Public Liability policy at least two weeks before hiring date on the form. Cheques should be made payable to Devon County Council.

**Name of Organisation:** \_\_\_\_\_

**Name & Address of Hirer:** \_\_\_\_\_

**Post Code:** \_\_\_\_\_

**E-mail address:** \_\_\_\_\_

**Telephone Number: (Day)** \_\_\_\_\_ **(Evening)** \_\_\_\_\_

The hirer agrees that they will comply with the conditions of letting as set out on the attached and with any additional conditions which may be laid down.

**Signature of hirer:** \_\_\_\_\_

**Position held in Organisation:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature for Tiverton High School** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name & Position:** \_\_\_\_\_

**FACILITIES REQUIRED**

Room / Area / Grounds	Dates	From Time	To Time	Net £	Vat £	Gross £
<b>TOTAL</b>						

Please note on a separate sheet any particular room plan required number of chairs tables etc. and position. (Note There may be a separate charge for this additional service.)

- Half term:
- Exam dates
- VAT payable

TERMS OF CONTRACT COMPRISED IN UNDERMENTIONED  
CONDITIONS AND THE HIRE FORM

NB References in this form to the council shall in relation to school or college premises be construed as references to the governors of that school or college.

**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 agreed by the School. The School reserves 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 Council, or the governors 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 Council 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 Council 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 Council in respect of that hiring. In the case of sports facility bookings to maintain exemption from VAT no refund is given for cancellations made by the hirer.
6. Bookings are taken subject to the school premises not being subsequently required by the Council for Parliamentary or Local Government elections and in the event of the school premises being so required, the Council will refund to the Applicant all charges made by the Council and already paid by the Applicant. The Council 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, unless prior consent of the governors as been sought and received for the use of other furniture and equipment. The use of such other furniture and equipment shall lead to an additional charge being paid by the hirer and to such conditions as the governors may require.

**KITCHEN FACILITIES**

8. 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 on behalf of the School by the governors.

**HEALTH, SAFETY AND CONDITION OF PREMISES**

9. 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 "No Smoking";
  - (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 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 first-aid kit.
10. The hirer shall at the end of the hiring be responsible for:
  - (a) ensuring that the hired premises are vacated quickly and quietly;
  - (b) ensuring that the hired premises are left in a safe and secure condition and in a clean and tidy state.
11. (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 on the hired premises may be made without the consent of the governors. Electrical apparatus must be switched off after use and plugs removed from sockets.
12. 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 Council and pay for any damage thereto (including accidental damage) caused by any act or neglect of himself, his agents or any person on the hired premises by reason of the use thereof by the hirer.
13. It is understood and agreed that the Council does 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 relies entirely on the skill, knowledge and expertise of the hirer in choosing so to use them and requires 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.
14. Except insofar as the Unfair Contract Terms Act, 1977 (or any statutory modification or re-enactment of it) otherwise requires, the Council 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 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 or 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 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.

**LICENCES**

15. Intoxicating liquor shall not be sold, supplied or brought on to the hired premises without the express consent of the governors having first been obtained. The hirer shall be responsible for obtaining any necessary Occasional Justices Licences for the hired premises and shall produce such Licence to the Council if called upon to do so.
16. The hirer shall be responsible for obtaining any necessary music, singing and dancing Licence in connection with the proposed use of the hired premises and any Licence that may be required under the Theatres Act 1968 (or any statutory modification or re-enactment of it).
17. No betting, gaming, lottery or gambling in any form shall take place on the hired premises without prior permission of the Council.
18. No cinematograph exhibition shall take place on the hired premises without the prior permission of the Council. If given, such permission shall be subject to any additional conditions the Chief Constable and Chief Fire Officer may impose.
19. The hirer shall indemnify the Council against any infringement of copyright which may occur during the hiring.

**GENERAL**

20. The right of entry to the hired premises at any time during the hiring is reserved to officers and employees of the Council and the head of the establishment or a person authorised by him/her.
21. 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.
22. 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.
23. Either the Area Education Officer or the person who authorised the hiring may give any notices or take any action necessary under this hiring on behalf of the Council.



## Notice to Hirers

Please take time to read the conditions on the reverse of the Letting Form.

The Disability toilet is located at the end of the art block building and is accessed via the ramp at the end of the building. This facility will accommodate wheelchairs.

The caretakers are present on site from

- Tiverton High School – 6.00am to 10.00pm Mondays to Fridays.
- Heathcoat Primary School – 7.00am – 6.30pm Mondays to Fridays
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Should you need to contact the Caretaker or have an emergency then the mobile number is

**Caretaker 07808 207 083**

### Health & Safety

Please pay particular attention to the reverse of the Letting form (Appendix 2)

Please note:

**Telephone – You should have your own mobile phone in case of emergency**

### **First Aid Kit**

You should ensure you have an adequate first aid kit and someone qualified to administer first aid.

**The Caretakers are not first aid trained.**

### **Fire Alarm**

Depending on the areas of the school being booked and available you should ensure you have planned for an evacuation in case of fire. This will involve:-

- Establishing a route out of the building and rendezvous point.
- Communicating this to those who you expect to be in the building with you.
- Establishing the nearest fire fighting equipment available to use.

Note – Sounding the School fire alarm via the various break glass points **does not alert the Fire Brigade. In the event of discovering a fire you should ring 999 immediately.**

Remember **You** as hirer are **Responsible** for all aspects of Health & Safety for the event you are holding, This is particularly so if your event involves visiting general public and covers not only the above issues but access to the car parks etc.