



Policy

College Lettings (inc AWP)

DCC Model Policy – No
DCC Policy version date: n/a

Approved and adopted by the Governing Board – January 2022

Next Review Date – January 2023

Published to College Website - Yes

Adoption

The school Governors at their **Operations Committee** meeting of **18th January 2022** adopted this lettings policy and the scale of charges set out below.

Policy Objectives

The governors adopt and endorse the following principles:-

- (i) that college premises represent a significant capital investment and should be fully utilised ;
- (ii) that college premises are a valuable community resource;
- (iii) priority should be given to educational usage;
- (iv) that a profit margin would be welcome when derived from private or commercial usage but is not the prime objective when facilitating education activity by designated users.

Priority Usage

The governors have adopted the following categories of 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 guidance.

Applications for Designated Status

The governing board has delegated their power to determine designated status to the School Business Director who will exercise discretion on their behalf and determine applications. The outcome of such decisions shall be matter of report to the governing board annually. The Principal will arrange for a list of approved organisations to be maintained. This does not preclude the School Business Director from referring sensitive applications to the full governing board at his/her/their discretion.

Conditions of Hire

The governors have adopted the standard Devon County Council account of hire. These terms form Appendix Two 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 wishing to make use of the school premises. Accordingly they have delegated the authority to accept applications for hire to the following persons:

- Site and Facilities Manager
- Lettings Administrator
- Theatre Technician

(authorised by the Principal or Finance and Business Director).

Variations

Other than in exceptional circumstances (identified by either the Principal or Finance and Business Director) no member of staff is allowed to vary the terms and conditions on which the college premises are hired to either individuals or organisations or to deviate from the governors' published charging policy.

Lettings Documentation

All formal hiring of the college premises, including those for which no charge is made, shall be properly documented. All hirers must complete a lettings hire agreement and are to receive a copy of the conditions of hire which include the need to have adequate insurance cover in place. The hire agreement is a contract that the college governors may enforce at law. This stipulation applies to all uses, including personal use by staff.

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 college facilities will be recovered from users.
- (vi) in limited circumstances the premises may be hired at no charge where the activity is deemed to bring wider benefits to the college

For the purpose of charging the Principal, Finance and Business Director, Lettings Administrator and Theatre Technican 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 schedule of fees forms Appendix 1 to this policy statement.

Discounts

These form part of the schedule of fees (Appendix 1) and are the only permitted variations to the standard charges. However for block bookings (a minimum of termly) a discount of 20% may be made available to regular (weekly or monthly) hirers.

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.

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 that are unavoidable and result directly from the cancellation of a letting. Details of the charges are shown in the schedule of fees in Appendix 1.

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, cash or bank transfer are 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 should 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 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 Principal 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 delegate power to the Principal or Business Director to insist upon a caretaking presence where in his/her view the nature of the hiring may leave the school vulnerable to theft or damage. Caretaker presence is the norm for all term time lettings weekdays up to 8pm.

Where there are particular security concerns (eg for the letting of the site during holiday periods) then the Governors reserve the right to insist that a professional security presence be bought in at the cost of the hirer.

Review of Policy

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

Appendices

Appendix 1 – Schedule of Fees

Appendix 2 – Terms of Hire Document – College Facilities (exc AWP)

Appendix 3 – Hire Form – College Facilities (exc AWP)

Appendix 4 – Terms of Hire Document - AWP

Appendix 5 – Hire Form – AWP

Appendix 1 - Schedule of Fees (2022-23)

Rooms

| Type | Hourly Rate |
|----------------|-------------|
| Classrooms | £16.00 |
| Sports Hall | £32.00 |
| Dance Studio | £21.00 |
| Music Room | £21.00 |
| Gym Tech Rooms | £21.00 |

Theatre Package (including theatre, studios, foyer, lighting, Pa, lighting technician to set up*)

| Type | Daily Rate (8 hours) |
|-------------------------------------|---------------------------|
| Commercial and Private Use | £575.00 (inc VAT) |
| Community and Designated user rate | £470.00 |
| Additional Hours for above packages | £POA – dependant on event |
| Theatre Space Only (all users) | £63.00 (per hour) |

*based on a set number of technician hours.

External

| Type | Hourly Rate |
|-----------------------------|-------------|
| Field Hire (general) | £16.00 |
| Junior Grass Football Pitch | £32.00 |
| Senior Grass Football Pitch | £42.00 |

All Weather Pitch (inclusive of changing room hire/Flood lights)

| Type | Hourly Rate |
|--|-------------|
| Adult – Full Pitch | £63.00 |
| Adult – Half Pitch | £47.00 |
| Adult – Third Pitch | £32.00 |
| All juniors receive 20% discount on the above hire charges | |

Labour Charges

| Type | Hourly Rate |
|--------------------|-------------|
| Theatre Technician | £16.00 |
| Caretaker | £14.00 |
| Cleaner | £12.00 |

Unless stipulated otherwise, all charges are subject to VAT at the prevailing rate. Block bookings do not attract VAT, please speak to the College for further information.

King Edward VI Community College

LETTING OF EDUCATIONAL PREMISES AND GROUNDS TERMS OF CONTRACT COMPRISED IN UNDERMENTIONED CONDITIONS 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 arrear.

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 No refunds will be given under any circumstances if the hirer chooses to cancel. An alternative date can be arranged.
- 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.
- 10 Under NO circumstances use any of our sports equipment in the Sports hall.

KITCHEN FACILITIES

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. Any electrical items brought onto our site MUST be P.A.T tested.

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.

All users must have their own adequate Public Liability Insurance for a minimum of £5 million.

LICENCES

17 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; 18 The hired premises shall not be used for any betting, gaming or gambling.

18 The hirer shall indemnify the Council against any infringement of copyright which may occur during the hiring.

GENERAL

19 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.

20 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.

21 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 subhirer excluded from the hired premises.

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

- a. a representative of the Governors;
- b. the Director of Education, Arts & Libraries or his duly authorised representative.

23 Wireless access can be provided, but note that the internet will be filtered as it is also for student use. Please do not assume that the internet resources you require will work. You will be unable to access your personal email account as these are blocked by College Policy. For more information please contact helpdesk@kingedwardvi.devon.sch.uk where we can check any websites you require.

SPECIFIC to Football Club

* Access to the changing rooms, toilets and shower area must be through the external changing room doors and NOT the main SH entrance to protect the hardwood sprung floor from outside dirt and grit.

SPECIFIC to Archery Club

* All surfaces that are based on the hardwood sprung floor such as bosc stands must have a layer of padding/carpet to protect them against the floor.

SPECIFIC to the Sports Hall

* All equipment in the sports hall must NOT be used by the hirer unless separately agreed and other terms adhered to

* Outdoor shoes must not be worn on the hardwood sprung floor. Shoes must be changed so clean and dry for use on the floor. Non-marking trainers are to be worn when using the floor, no black sole fashion shoes such as but not exclusively 'Vans' and 'pumps' can be worn

* Access to the sports hall can be through the changing rooms or the main doors but every action must be taken to prevent dirt/grit/stones etc. getting onto the floor.

* If movement of the Badminton or Netball posts is to happen - to move them out of the area of play for example (NOT to be used as part of the hire) please ensure that this is done slowly and carefully so no damage to the floor

* Climbing wall is not to be used and protected mats must be in hooked in the upright position against the climbing wall at all times

SPECIFIC to Redworth Gym

* Fitness Suite equipment is not to be used and the Fitness suite access is limited to the use of the Gym toilets only

* Outdoor shoes should not be worn in this facility to prevent unnecessary dirt/grit getting onto the floor. Training shoes should be clean and dry when used in this area.

* All equipment in the gym must NOT be used by the hirer unless separately agreed and other terms adhered to.

Specific to the Theatre

☐ Room only hire unless otherwise stated on the hire form.

King Edward VI Community College, Totnes

Application for Hire of School Premises

Details of Hirer

Name of Organisation or Hirer: _____

Name of Responsible Officer: _____

Address of Hirer: _____

_____ Post Code: _____

Position in Organisation: _____

Contact Phone Number(s): _____

I wish to hire the premises as detailed below:

- I have received a copy of the conditions of hire and I agree to abide by them.
- I acknowledge that my attention has been drawn to the requirement of having suitable insurance/public liability cover.
- I also am aware that I am responsible solely for the area I am hiring and not allow children to be unattended elsewhere on site
- [Where VAT is due it will be added to the cost at the appropriate rate](#)
- Please make cheque payable to DCC KEVICC and return to Marie Stone in the Finance Department.

Signature of Hirer: _____

Date: _____

Letting Agreed on behalf of the Governors by:

Name: _____ Date: _____

Hire Details

| Room(s) Required | Date(s) Required | Time Required | Number of Sessions | £Net Charge | £Net for all | £VAT for all | £Gross for all |
|---------------------|---------------------|------------------|--------------------------|----------------|-----------------|-----------------|-------------------|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

Office Use

| |
|---------------------------------|
| Date Payment(s) Received:- |
| Amount(s) Received :- |
| Receipt(s) / Invoice Numbers :- |

King Edward VI Community College – All-Weather Pitch Terms & Conditions of Hire

General Conditions

The All-Weather Pitch (AWP) is hired as it stands and no alterations or additions shall be made to lighting, fixtures, fittings or equipment unless specifically agreed.

- i. All access points shall be kept from obstruction at all times.
- ii. Banners or signage is not permitted on the premises without express permission.
- iii. No bolts, screws, nails or tacks shall be driven into, and no adhesives shall be used on any part of the AWP.
- iv. The hirer shall be responsible for the maintenance of good behaviour during the hiring. Litter must be placed in the bins provided. Unsocial behaviour, including swearing and excessive noise will not be tolerated.
- v. The hirer shall ensure that those individuals included in the hirers group only use the areas of the AWP being hired.
- vi. Hirers using the all-weather pitch must ensure all players use the correct footwear – AWP specific or trainers.
- vii. Smoking is not permitted on the AWP or on any part of the College grounds.
- viii. No dogs are permitted onto the AWP or any part of the College premises, with the exception of guide dogs for the blind.
- ix. The hirer must vacate the AWP promptly at the end of the hiring period, leaving the pitch and facilities as found at the commencement of the hire. The College reserves the right to make additional charges in relation to unreasonable delay in leaving the premises. The hirer shall reimburse the College for damage to the AWP and facilities caused as a result of the hiring, and shall pay an additional penalty charge if the premises are left dirty, littered or in otherwise disarray.
- x. Cars belonging to anyone associated with and participating in an event at the AWP must be parked in the College designated car-park.

Safeguarding

- i. The hirer will be asked to complete the Club Documentation Evidence Form which includes a safeguarding statement. The form must be returned as part of the 'agreement' prior to authorisation of any hire of the facility.
- ii. All adults providing coaching to children and young people will need to be DBS checked before being allowed to work with any children on any college facility.

- iii. The hirer shall ensure that all club members and volunteers have undergone the appropriate child protection training prior to commencement of any hire period.
- iv. If the hirer is a private individual for one-off bookings (eg. For a child's birthday match) safeguarding arrangements are the sole responsibility of the parents/carers of the children or your adults attending.

Health & Safety

- v. No article of any inflammable or explosive character or any article producing an offensive smell, or any oil, electric, gas or other engine or generator shall be brought onto the AWP or College grounds.
- vi. Any portable electric appliances intended for use on the premises must be tested by a competent person, and evidence of that test must be attached to all appliances brought onto College premises; the hirer must permit College staff to verify the PAT status. (With prior arrangement, the College Site Maintenance Team will test portable appliances for the hirer, for a charge of £10 per item.)
- vii. The hirer must keep a list of all attendees using the premises on each visit, for reference in the event of a fire or other emergency.
- viii. In the event of the fire alarm being activated, the hirer is responsible for ensuring that all the individuals in the hirers group congregate at the designated muster point which is the Elmhirst carpark.
- ix. In the situation where the hirer is hosting an event or fixture to which a visiting team will be attending the hirer must ensure that an announcement is made before the event or fixture commences, informing the visiting team of the nearest exits and any relevant Terms & Conditions of the use of the pitch such as footwear restrictions.
- x. In the event of an accident, the hirer is responsible for seeking appropriate medical treatment, and for notifying College staff when convenient to do so.

Indemnity & Insurances

- i. The College is responsible for the provision of safe premises and the actions of College staff, and has in connection with this Public Liability Insurance.
- ii. The hirer will indemnify the College against any claims, demands, actions or proceedings with respect to loss or damage to property, injury or death to a person, which shall occur during the period of hire, or prior or subsequent to if in relation to or by reason of the hiring.
- iii. The College will not be held liable for any accident to person(s) or loss of property by any person or organisation during or in connection with bookings at any of the facilities. Anyone entering or using the facility does so at his or her own risk, and the College accept no liability in respect of any loss, damage or injury, howsoever caused. It is the hirer's responsibility to undertake a risk assessment of their activities and manage this accordingly.
- iv. The College has the right to see evidence of appropriate coaching qualifications and insurances which the hirer would be expected to hold to conduct the use for which the premises are being hired.

v. The college will add an additional 10% charge to the standard booking fee for private hires to cover insurance costs.

Cancellations

i) If payment for hire is not received within the Invoice Payment Terms period all future bookings will automatically be cancelled and the hirer will be liable to meet the full booking costs. No notice will be given.

ii) The College reserve the right to refuse admission, or to evict, any person from the facility at any time.

iii) In the event that the College needs to utilise the AWP when normally rented to the hirer, the College will provide at least 4 weeks' notice, and seek to reallocate the hirers slot(s). Generally the College will only rent space to a hirer where it is known that there is no demand for College use.

iv) Cancellations or modifications to an existing booking cannot be made less than 1 Week before the hire session. The hirer will still be liable to meet the full booking cost. Any modification will be subject to availability etc.

v) All hirers failing to cancel a booking within the defined periods, or failing to attend a prebooked activity will be charged the full fee for the activity in question.

vi) Refunds will only be given in exceptional circumstance and requests in writing must be addressed to 'Lettings, King Edward VI Community College, Ashburton Road, Totnes, TQ9 5JX'.

vii) Any block booking applicant wishing to terminate their entire block booking must forward their requesting in writing to the above address no later than 28 days before the requested termination date. All outstanding fees must be paid up to date before the termination request will be accepted.

viii) Cancellation Fees:

If a Hire Period is cancelled by the Hirer for any reason then the following hiring fees will apply.

- a) For a cancellation within 7 days or less before the Hire Period: 100% of the total hiring fee to be paid.
- b) For a cancellation between 8 and 14 days before the Hire Period: 50% of the total hiring fee to be paid.
- c) For a cancellation between 15 and 28 days before the Hire Period: 20% of the total hiring fee to be paid.
- d) For a cancellation 29 days or more before the Hire Period: No cancellation charge will be incurred.

As a series of every 10 or more bookings may be exempt from VAT each 10 sessions is treated as a block and is to be paid for as a whole.

In the event of a cancellation part way through a 'block' a charge for VAT on the sessions that have already taken place will be made to the Hirer.

The above charges will be levied irrespective of whether facilities are subsequently rehired.

Hire Charges

The hire charges are as follows: Refer to Appendix 1, Schedule of fees, in Lettings Policy

Invoicing & Payment Terms

- i. Each hirer will be invoiced monthly in arrears.
- ii. One-off bookings are to be paid in advance of the booking date.
- iii. Payments can be made by cash, cheque or BACS within 7 days of the invoice date.

Photographs

It is the hirer's responsibility to ensure that any photographs or videos involving children are only taken and used with prior consent of the child's parent / guardian.

Failure to Observe Conditions

If the hirer fails to comply with the Terms & Conditions, the College may with no notice terminate the hirer's arrangement to use the College facilities. Such termination will not release the hirer from any of his obligations under the Agreement.

Acceptance

I have read and understood the Hire Policy and the Terms & Conditions, which form the Agreement.

Organisation: _____

Name: _____

Signature: _____

Appendix 5 – KEVICC All-Weather Pitch Booking Enquiry Form

| | | |
|-----------------------------|------|--|
| Organisation Name: | | |
| <u>Main Contact Details</u> | | |
| First Name: | | |
| Surname: | | |
| Contact Number: | Tel: | |
| | Mob: | |
| Email: | | |
| Address: | | |
| | | |
| | | |
| | | |
| Postcode: | | |

| | | |
|-------------------------------|--|------------------------|
| <u>Booking Requirements</u> | N.B Leave blank if bookings have already been made | |
| Start Date: | | |
| End Date: | | |
| Frequency (i.e.weekly): | | |
| Time Slot (min 1hr): | | |
| Pitch Size (third/half/full): | | |
| Junior or Senior Team: | | |
| Team Name: | | |
| | | |
| Other Requirements: | | |
| Toilet/Changing Facilities | Y/N | For Internal use only: |
| | | |