



COAST
ACADEMIES

LETTINGS POLICY

PURPOSE AND BACKGROUND

Elements of the Coast Academies sites may be let to other organisations. Charges may be levied for the use of the sites. This policy determines the guidelines for these lettings.

POLICY OBJECTIVES

Coast Academies adopt and endorse the Torbay Council'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 Academy have adopted the following categories of priority user:-

(i) statutory users;

This includes official meetings of Parish or parochial Church Councils and any other statutory purpose which may arise. The most common purpose will be for holding an election.

(ii) designated users;

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

i) within the school, the school's own activities: e.g. school meetings (governors, PTA, staff) curriculum-related activities (such as plays, concerts); fund-raising activities for school funds.

ii) Community Education programmed activities; e.g. adult education programmes supported by Torbay Council, partner voluntary organisations, and the Higher Education Funding Council; programmes of youth work sponsored by Torbay Council and partner voluntary organisations; Torbay Council sponsored community work; Community Education staff meetings; Community Education staff training courses.

iii) Other community activities: e.g. approved playgroups and recognised play schemes; 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.

(iv) Usage by the Education Department for its purposes other than those already specified above.

(iii) private users.

Those who are not Statutory or Designated Users.

CONDITIONS OF HIRE

The Academy have adopted the standard Torbay Council's account of hire. These terms form Appendix 1 to this Policy Statement.

ADMINISTRATION OF LETTINGS

GENERAL

The trust 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/Head of Finance and Operations.

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 Coast Academies published charging policy.

LETTINGS DOCUMENTATION

All formal hiring of school's 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 Academy may enforce at law.

INSURANCE DOCUMENTATION

All hirers are required to provide a copy of their current Insurance Policy Certificate prior to the commencement of the letting.

SCALE OF CHARGES

In arriving at their scale of charges the Academy 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/Head of Finance and Operations 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 and Appendix 3 to this policy statement.

DISCOUNTS

The Board of Directors have agreed to allow a 20% discount to Designated Users. However, at the discretion of the Board, selected designated users may hire the premises free of charge.

These form part of the scale of charges (Appendix 2 and 3) and are the only permitted variations to the standard charges.

VALUE ADDED TAX

The Academy 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 and a half (1.50) hours.

The Academy 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

The trust will seek to recover any cost incurred by a 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 and 3.

PAYMENT METHODS

The Directors are mindful of their responsibilities in safeguarding the school from bad debt. Invoices will be raised at the start of the lettings period for long-term lets and in advance for one-off lets. Payment is required before the end of the letting period for long-term lets and before the letting takes place for one-off lets. Payment to be made direct to the Academy on receipt of an invoice.

EXTENSION OF CREDIT

The Academy 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 Academy reserve the right to withdraw credit facilities where prompt payment is not received. In all cases where credit is extended, an official Academy invoice will be issued. The Academy will not normally extend credit for lettings where the invoice value is less than fifty pounds (£50). The Academy have chosen to delegate the approval of credit facilities to the Head of Finance and Operations, 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 Academy 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 view the nature of the hiring may leave the school vulnerable to theft or damage.

REVIEW OF POLICY

The Board of Directors will review the policy each year in the month of **June/July** and the scale of hire charges for the forthcoming year will also be reviewed and updated.

Adopted by the Chair of Directors: August 2015
Reviewed: June/July 2016

LETTING OF PREMISES AND GROUNDS
TERMS OF CONTRACT COMPRISED IN UNDERMENTIONED
CONDITIONS AND HIRE FORM

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 Board of Directors. The Board of Directors 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 Directors of the hired premises may at their discretion permit the periodic payment of hire charges in arrears.

CANCELLATION

- 4 The Board of Directors 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 Board of Directors 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 Board of Directors 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 Board of Directors 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 Board of Directors will refund to the Applicant all charges made by them and already paid by the Applicant. The Board of Directors 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 Board of Directors. Such use may be subject to the scale of charges published by the Board of Directors.
- 9 Where additional equipment is required by the hirer this will be subject to an additional charge according to the Board of Directors' published scale.
- 9.(i) The hirer will notify the school if they intend to bring any personal electrical equipment onto the premises. The hirer must provide a current manufacturer safety guarantee or portable appliance test (PAT) certificate for any such equipment.

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 Board of Directors / Headteacher, who in turn will have obtained consent from the Catering Contractor for such use.

It is a condition of the use of catering facilities that, prior to the commencement of the letting, the hirer will receive instruction from the Catering Contractor on the proper use of equipment and procedures necessary to comply with food hygiene regulations. A copy of the Catering Contractor's cleaning schedule will also be provided to the hirer. It is deemed that the hirer will accept these conditions of use.

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 Academy's 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 Board of Directors. 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 Board of Directors 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 Board of Directors 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 Indemnity:
- (i) The hirer will fully and effectively indemnify Coast Academies and any servant or agent of Coast Academies against all liabilities, claims, actions, proceedings, demands, costs, charges or expenses which may be incurred by, or made against, Coast Academies and any servant or agent of Coast Academies in respect of sickness or personal injury (including injury resulting in death) or loss of or damage to any property by reason of, or in any way, connected with the performance of this agreement other than those arising from the negligence of Coast Academies, its servants or agents.
- (ii) The hirer will effect with an insurance company or companies a policy or policies of insurance covering all the matters which are the subject of the indemnities and undertakings herein in a sum approved by an independent professional insurance adviser of not less than £5 million in respect of any claim or series of claims arising out of one event.
- (iii) Evidence of insurance will be produced to Coast Academies prior to the commencement of this agreement.

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 Board of Directors 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 Board of Directors if required;
- 18 The hired premises shall not be used for any betting, gaming or gambling.
- 19 The hirer shall indemnify Coast Academies 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 for authorised officers and employees of Coast Academies 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 Any notice or necessary action required in respect of this hiring may be undertaken by a representative of Coast Academies.

PRESTON PRIMARY SCHOOL

SCALE OF CHARGES

HIRE OF PREMISES

Minimum hire time – one and a half (1.50) hours.

STATUTORY USERS

- * Additional cleaning and caretaking outside normal contract hours, if early opening or late closing are necessary; the costs of these services will be charged to schools in the first instance by the contractor.
- * The cost of additional caretaker presence for security purposes, but only if necessary and incurred;
- * The costs of lighting and heating the school if it has been used only for such statutory purposes and closed to pupils.
- * The school may not charge a letting fee or any costs other than those described.

DESIGNATED USERS

It has been agreed that there be a 20% reduction on the basic letting charge. See below.

PRIVATE USERS

A flat rate of £20 per hour (min. 2 hours) for the period 4 pm - 10 pm, including lettings charge and caretaking/cleaning.

TABLE OF COSTS AND CHARGES FOR PERIOD 01 SEPTEMBER 2015 TO 31 AUGUST 2016

HALL:

Cost per hour £12.50

Designated user: less 20% = £10.00 per hour

CLASSROOM:

Cost per hour: £6.25

Designated user: less 20% = £5.00 per hour

CANCELLATION FEE: £10

EDEN PARK PRIMARY SCHOOL

SCALE OF CHARGES

HIRE OF PREMISES

STATUTORY USERS

- * Additional cleaning and caretaking outside normal contract hours, if early opening or late closing are necessary; the costs of these services will be charged to schools in the first instance by the contractor.
- * The cost of additional caretaker presence for security purposes, but only if necessary and incurred;
- * The costs of lighting and heating the school if it has been used only for such statutory purposes and closed to pupils.
- * The school may not charge a letting fee or any costs other than those described.

DESIGNATED USERS

It has been agreed that there be a 20% reduction on the basic letting charge. See below.

PRIVATE USERS

A flat rate of £20 per hour (min. 2 hours) for the period 4 pm - 10 pm, including lettings charge and caretaking/cleaning.

TABLE OF COSTS AND CHARGES FOR PERIOD 01 SEPTEMBER 2016 TO 31 AUGUST 2017 - PRESTON AND EDEN PARK

HALL:

Cost per hour £12.50

Designated user: less 20% = £10.00 per hour

CLASSROOM:

Cost per hour: £10.50 per hour

Designated user: less 20% = £5.00 per hour

MUSIC PRACTICE ROOM:

Cost per hour: £10.00

ADDITIONAL EQUIPMENT

Stage Lighting: £12.00 per hour

Computer Equipment: £12.00 (per letting not exceeding 1 day)

Use of PE equipment: £12.00 (per letting not exceeding 1 day)

Additional costs will be added for:

Setting up chairs/tables: £3.00 per letting

Setting up or installing equipment: £6.00 per letting

Extra cleaning after an activity: £6.00 per letting

CANCELLATION FEE: £10

COCKINGTON PRIMARY SCHOOL

SCALE OF CHARGES

1. Statutory Recoupment of additional cost only e.g. election £10.00 per hour plus opening and close charge £20
2. Designated set at a minimum level so as not to deter such usage by community groups – to be determined by individual circumstances
3. Private Open and close charge £20
 - Hire of hall per hour £20
 - Hire of classroom per hour £15
 - Hire of playground/field per hour £10
 - If extra cleaning is needed charge £10 per hour
 - Hire of Piano per session £10
 - Hire of Music equipment (PA system / CD player) £20
 - Setting up chairs/tables in hall £5

The CEO or Head is permitted to make variations from these charges at his discretion.

Lettings which are a service to the community (e.g. Brownies) are permitted to make a donation.

Poster advertisements on fencing donation of £100 per term.

