



LETTINGS POLICY STATEMENT

Revised March 2021

POLICY OBJECTIVES

The governors adopt and endorse Devon County'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 of educational 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 governors have adopted the following categories of priority 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 guidance.

Statutory - 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. This could include use of school premises for election purposes as a polling station.

APPLICATIONS FOR DESIGNATED STATUS

The governing body have delegated their power to determine designated status to the Headteacher who will exercise discretion on their behalf and determine applications. The outcome of such decisions shall be matter of report to the governing body each term. The Headteacher will arrange for a list of approved organisations to be maintained. This does not preclude the Headteacher from referring sensitive applications to the full governing body at their discretion.

CONDITIONS OF HIRE

The governors have adopted the standard Devon County Council account of hire.

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 person: Headteacher.

Variations

No member of staff is allowed to vary that in terms and conditions from 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 letting or hire agreement and are to receive a copy of the conditions of hire. All hirers are advised via the Letting form to the necessity of having suitable insurance cover including Public Liability Insurance. The hire agreement is a contract, which the governors may enforce at law.

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 an additional 25% 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 is 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.

Value Added Tax

The governors are constrained by law to apply value added tax to all transactions where this is appropriate.

Insurance

The Hirer should have appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. The minimum limit for this insurance cover is £5 million. The hirer should produce the appropriate certificate of insurance cover before the letting can be confirmed.

Minimum charges and deposits

The minimum hire period will be one (1) 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.

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 for one off hirers, but an invoice will be raised if necessary. 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. 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** 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 Headteacher's discretion.

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.

Review of Policy:

This policy will be regularly reviewed by those staff who use it and the scale of charges will be adjusted accordingly.

Approved: March 2021

Next review: March 2022





Stowford School 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.

Date: Time:to.....

I acknowledge that

- i) I have obtained suitable insurance cover including Public Liability Insurance.
- ii) I am responsible for my own first aid provision.
- iii) I am responsible for leaving the premises in the same condition as found.

I will

- i) review the fire drill and evacuation procedure which is displayed in the room.
- ii) comply with the school's safeguarding requirements.
- iii) notify the school of any incidents, accidents or premises defects.
- iv) ring the emergency services as needed the event of an emergency. Site Manager to be informed (Tel: 07921712865).

Signature of Hirer: _____ Date: _____

Letting Agreed on behalf of the Governors by:

Name: _____ Designation: _____ Date: _____

Office Use

Invoice No :- _____

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