



# Lettings Policy Statement

Date approved	22nd March 2010	Version	5
Revised			
Author/Owner	Finance Committee		

## 1. Policy Objectives

The governors adopt and endorse the County Council's Lettings Policy and recognise the principles therein, namely:

- (a) that school premises represent a significant capital investment and should be fully utilised;
- (b) that school premises are a valuable community resource;
- (c) that educational usage of education premises constitutes a natural priority;
- (d) that a profit margin would be welcome when derived from private or commercial usage but that is not the objective when facilitating educational activity by designated users.

## 2. Priority Usage

The governors have adopted the following priority usage:

- (i) statutory; e.g. elections
- (ii) designated; e.g. education
- (iii) private; e.g. 'keep fit'

The governors have applied in each case the definitions identified in the Devon County Council's document BR 11 – *The Letting of Educational Premises and Grounds*.

## 3. Applications for Designated Status

The Governing Body has delegated its power to determine designated status to the Headteacher who will exercise discretion on its behalf and determine applications. The outcome of such decisions shall be a 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 his discretion.

## 4. Conditions of Hire

The governors have adopted the standard Devon County Council conditions of hire. These terms form Appendix 1 to this Policy Statement.

## 5. Administration of Lettings

### 5.1 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 Headteacher.

## 5.2 Variations

No member of staff is allowed to vary the terms and conditions under which the school premises are hired to either individuals or organisations nor to deviate from the governors' published charging policy.

## 5.3 Lettings Documentation

All formal hirings of the school premises, including those for which no charge is made, shall be properly documented. All hirers must complete a lettings hire agreement and should receive a copy of the conditions of hire. The hire agreement is a contract which the governors may enforce at law.

## 5.4 Safeguarding

The governors seek to ensure the suitability of adults working with children on the school's premises at any time, in line with the school's *Child Protection Policy*. Hirers intending to work with children or vulnerable adults must demonstrate that they have suitable Safeguarding arrangements in place before their booking is accepted.

## 5.5 Scale of Charges

In arriving at their scale of charges, the governors have followed the principles set out below;

- (1) statutory users will be charged on a cost recovery basis;
- (2) designated users will be charged no more than cost;
- (3) private users will be charged at cost plus an income margin for the school;
- (4) there will be a parity of treatment for similar users;
- (5) the overall cost of letting school facilities will be recovered from users.
- (6) zero charge at the discretion of the governing body for non-commercial users furthering the school's aims (eg, PTA, Governors)

For the purpose of charging hirers, the Headteacher is employed 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 of this policy statement.

## 5.6 Discounts

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

## 5.7 Value Added Tax

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

## 5.8 Minimum Charges and Deposits

The minimum hire period will be two hours.

The governors reserve the right to require a refundable 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 additional expense being incurred for cleaning, caretaking or other such costs.

## 5.9 Cancellations

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 (wherever possible supported by a guarantee card) or cash are both acceptable. In all cases where cash or cheque are paid over then an official receipt must be issued.

## 5.10 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 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.

## 5.11 Extension of Credit

The governors will allow, where appropriate, the extension of credit to *bona fide* local organisations and individuals where they are satisfied that these are credit worthy. In all cases the governors reserve the right to withdraw credit facilities where prompt payment is not received. Where credit is extended, an official County Council 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 Headteacher who will 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.

## 5.12 Security

The governors will not normally insist upon continuous caretaking presence. However, they reserve the right and have delegated power to the Headteacher to insist on caretaking presence where, in her view, the nature of the hiring may leave the school vulnerable to theft or damage. A charge will be made at this time.

## 6. **Review of Policy**

The governors will review the policy each year in the Autumn Term, and the scale of charges for the forthcoming year will also be reviewed and updated.

## 7. **Document History**

v5	Approved by Finance Committee, 22nd March 2010
v4.1	Tariff simplified (November 2009)
v4	Approved by Finance Committee; tariff recalculated, 12 <sup>th</sup> October 2008
v3.1	Section on Safeguarding & zero charge added (12 <sup>th</sup> October 2009)
v3	Approved by Finance Committee; tariff recalculated, 6 <sup>th</sup> October 2008
v2.1	Reformatted & Benchmarked by Clerk (September 2008)
v2	Legacy policy last reviewed, 30th November 2006

## APPENDIX 1

### Calculation of Energy Costs

1. How long is the school open? Start 9.00, Finish 15.30 = 6.5 hours
2. How many days is the school open? = 195 days
3. Total annual energy hours (195 x 6.5) = 1267.5 hours
4. 25% share of estimated energy and water costs = £14,000 (2009/10)
5. Cost of heating hall for 1 hour (£3,500 / 1267.5) = £2.76 per hour
6. Cost of heating school (weekends) = £11.05 per hour
7. Example calculation of cost of 2 hour letting (ex-VAT):

	Reference	M-F 3:30-6pm	M-F 6pm-Late	Weekends	Bank Holidays
a) Caretaker costs	Letter from DDS	0	£11.26	£15.73	£18.58
b) Energy costs (2 hrs)	As per 5 above x 2	£5.52	£5.52	£22.09	£22.09
c) Basic cost of 2hr letting	(a) + (b)	£5.57	£16.78	£37.82	£40.67
d) 10% admin, wear and tear	10% of (c)	£0.55	£1.68	£3.78	£4.07
e) Initial charge to designated users	(c)+ (d)	£6.10	£18.46	£41.60	£44.80
<b>f) Total charge to designated users</b>	(e) rounded up to 10p.	<b>£6.10</b>	<b>£18.50</b>	<b>£41.70</b>	<b>£44.80</b>
g) School margin (10%)	10% of (e)	£0.61	£1.85	£4.16	£4.47
h) Initial charge to private users	(e) + (g)	£6.68	£20.31	£45.76	£49.21
<b>i) Total charge to private users</b>	(h) rounded up to 10p	<b>£10</b>	<b>£20</b>	<b>£45</b>	<b>£50</b>

#### (8) Calculation of each **additional hour** for letting (ex VAT)

	Reference	M-F 3:30-6pm	M-F 6pm-Late	Weekends	Bank Holidays
a) 1 hour's energy cost	As per 5 above	£2.76	£2.76	£11.05	£11.05
b) 10% administration, wear and tear	10% of (a)	£0.28	£0.28	£1.10	£1.10
c) Initial charge to designated users	(a) + (b)	£3.04	£3.04	£12.15	£12.15
<b>d) Total hourly charge to designated users</b>	c) rounded up to 10p	<b>£3.10</b>	<b>£3.10</b>	<b>£12.20</b>	<b>£12.20</b>
e) School margin (10%)	10% of (c)	£0.30	£0.30	£1.21	£1.21
f) Initial charge to private users	(c) + (e)	£3.34	£3.34	£13.36	£13.36
<b>g) Total hourly charge to private users</b>	(f) rounded up to 10p	<b>£5</b>	<b>£5</b>	<b>£15</b>	<b>£15</b>

#### (9) VAT to be added where applicable.

## APPENDIX 2

### Scale of Charges

#### Statutory Users

For use as a Polling Station, cost of Caretaker only £11.26

#### Designated Users

Monday-Friday, between 3:30pm and 6pm (minimum 2 hour hire) £6.10  
... Each additional hour £3.10

Monday-Friday, after 6pm (minimum 2 hour hire) £18.50  
... Each additional hour £3.10

Weekends (minimum 2 hour hire) £41.70  
... Each additional hour £12.20

Bank Holidays (minimum 2 hour hire) £44.80  
... Each additional hour £12.20

#### Private Users

Monday-Friday, between 3:30pm and 6pm (minimum 2 hour hire) £10  
... Each additional hour £5

Monday-Friday, after 6pm (minimum 2 hour hire) £20  
... Each additional hour £5

Weekends (minimum 2 hour hire) £45  
... Each additional hour £15

Bank Holidays (minimum 2 hour hire) £50  
... Each additional hour £15

**PLEASE NOTE THAT FOR OCCASIONAL HIRING, THE FULL CHARGE MUST BE PAID IN ADVANCE AND WITHIN FIVE DAYS OF BEING APPROVED**

**ADDITIONAL CHARGED REFERRED TO IN THE CONDITIONS OF HIRE SHALL INCLUDE (IF AGREED BY THE GOVERNORS):**

- photocopying at 10p per sheet
- use of the overhead projector - £5
- cancellation by the hirer within seven days of the event - £10
- if required, a refundable deposit of £25 to cover potential cleaning and damage.

Refunds to hirers will be made in the event that the school premises are required for use as a Polling Station. Refunds will also be considered in the event of extreme weather conditions.

**VAT (where applicable) SHALL BE PAID AT THE STANDARD RATE.**