# St Thomas Primary School

# Lettings policy

Reviewed by The Governors: July 2025

Next Review date: Summer 2027

Exeter Learning Academy Trust

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# Lettings Policy Statement

**Adoption**

The Local Governing Body adopted the lettings policy and reviewed this in September 2023. The scale of charges will be effective from this date and incorporates an increased fee for some items in relation to the rise in wages and energy costs. These are detailed in Appendix 2.

**Policy Objectives**

The Governors adopt and endorse the Devon County 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 Governors have adopted the following categories of priority user :-

(i) statutory users;
(ii) community users;
(iii) commercial and private users.

**Applications for Community Status**

The Governing Body have delegated their power to determine community status to the Headteacher and Administrators who will exercise discretion on their behalf and determine applications. The Headteacher and Administrators will arrange for a list of approved organisations to be maintained. This does not preclude the Headteacher and Administrators from referring sensitive applications to the full governing body at their discretion.

**Definitions of user groups**

**Statutory Users.** The most common purpose will be for the holding of elections. Where it is established by statute that school premises may be used, then other priorities must stand aside.

**Community Users** include the school's own activities e.g. school meetings, curriculum related activities and school fund raising activities. This use also includes community activities such as community education, non-profit making sports courses for school-age children and other non-profit making local groups which the Governors consider fall into this category.

**Commercial/Private Users** relate to users who do not fall into the categories of statutory or community use.

**Conditions of Hire**

The Governors have adopted the standard Devon County Council terms of hire. These terms form Appendix 1 to this Policy Statement but draw all hirers attention to Section 11 (i):

- all hirers must have at least five million pounds in public liability insurance. For individuals this could be covered by their home insurance policy. The hirer must produce evidence of such cover to the governors and every year upon renewal thereafter.

Due to severe allergies, nuts are not allowed on the premises in any form. All hirers are responsible for letting their customers/clients know that it is a nut-free environment.

**Administration of Lettings**

**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 following persons: The Headteacher and Administrators.

**Variations**

No member of staff is allowed to vary the terms and conditions from which the school premises are hired to either individuals or organisations nor to deviate from the Governors' published charging policy, with the exception that the Headteacher and Administrators may use their discretion provided it is reported to the Governors.

**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 lettings or hire agreement and are to receive a copy of the conditions of hire. 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 community users will hire the premises at a concessionary rate;

*{it is permissible to charge community users at less than cost provided that the subsidy is generated from other lettings at cost plus income}*

(iii) that commercial/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 and Administrators 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 to this policy statement.

**Discounts (for community and continuous use)**

These form part of the scale of charges (Appendix 2) and are the only permitted variations to the standard charges, subject in exceptional circumstances to the discretion of the Headteacher and Administrators.

**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 (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. Any damages or breakages must be reported and paid for. Although there is no asbestos located in the area of Hire, please report and damages to walls, ceiling and floors during the period of Hire or seen during the period of Hire.

**Cancellations**

Governors will seek to recover any cost incurred by the 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.

**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. BACS transfer, cheques or cash are both acceptable. 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 bona 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 and Administrators who are 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 Headteacher and Administrators to insist upon caretaking presence where in their view the nature of the hiring may leave the school vulnerable to theft or damage.

**Review of Policy**

The Governors will review the policy each year in the month of February and the scale of hire charges for the forthcoming year will also be reviewed and updated.

**Safeguarding**

The Governors and staff of St Thomas Primary School have responsibilities in safeguarding children. All hirers who have customers or pupils under the age of 18 must provide the following documentation;

- Original DBS certificate for the school to photocopy along with photographic ID and/or an annual letter of assurance from their Head office that all members of their organisation are subject to DBS clearance.
- A copy of their safeguarding policy (or their organisations safeguarding policy) to be provided annually.

All hirers must ensure they are familiar with the Prevent Policy;
https://www.gov.uk/government/publications/prevent-duty-guidance

**Availability of Hire**

The Governors have authorised the Headteacher and admin staff the responsibility of assessing the viability of each letting, within the caretaking staff's normal working pattern: **weekdays during term time**.

**APPENDIX 1 DEVON COUNTY COUNCIL - Education, Arts and Libraries Directorate**

**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 arrears.

**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 If the hirer shall cancel the hiring of the premises then the Governors 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 Governors or the Council 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 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.

**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 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 measurers 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.
(i) all hirers must have at least five million pounds in public liability insurance. For individuals this could be covered by their home insurance policy. The hirer must produce evidence of such cover to the governors.

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 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.

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.

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.

**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.

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

(a) a representative of the Governors;

**Appendix 2 Letting fees**

**Lettings Charges from October 1st 2023**

| | | Main Hall/Playground | | Classroom | |
|---|---|---|---|---|---|
| | | First hour | Subsequent hour | First hour | Subsequent hour |
| **Statutory Use** | **Single let** | | | | |
| | **Multiple let** | | | | |
| **Community Use** | **Single let** | **30** | **12** | **24** | **8** |
| | **Multiple let** | **25** | **8** | **22.5** | **7** |
| **Private/ Commercial use** | **Single let** | **35** | **20** | **27** | **10** |
| | **Multiple let** | **31.5** | **14** | **25** | **9** |

All charges are per hour or part of an hour, subject to a minimum of one hour.

An additional charge will be made for any caretaking and cleaning services that may be required and for security purposes. This includes:

- The use of the school toilets at £10 per session per set of toilets required
- Cleaning of classrooms at £10 per classroom per day

A deposit is required of £25 per day for a booking to be made in advance of the booking which is non-refundable. Bookings will be secure on receipt of deposit.

**APPENDIX 3**

**INFORMATION FOR HIRERS – QUICK REFERENCE SHEET**

This information sheet is for Hirers of the school premises prior to the booking date. It should also be referred to during the period of Hire.

In accordance with policy, there will be vetting of all Hirers and the school premises will not be let to any extremist groups.

Smoking is not permitted in any of the buildings or on site.

All items belonging to the Hirer should be removed at the end of the letting period. If tables and chairs are used, these should be stacked and put away safely.

The room/rooms should be left clean and tidy with all rubbish placed in the recycling and waste stations provided.

Any damages or breakages must be reported and paid for. Although there is no asbestos located in the area of Hire, please report and damages to walls, ceiling and floors during the period of Hire or seen during the period of Hire.

The premises will not be available to hirers after 10:00pm, to avoid any noise complaints from neighbouring residents.

If applicable, the site manager will remain on site until 6:00pm to hand over control of the premises to the first hirer of the evening.

The site manager will return to the site before the last hirer leaves, to ensure the site is clean and secure ready for the next day.

Keys or security codes will not be passed to any hirer or other person without written permission from the headteacher

<u>Fire Alarm</u>

You should either arrange to visit the venue before the hire date or ensure that on arrival you make yourself familiar with the locations of Fire Alarm Call Points, Fire Exits and Fire Assembly Point.

You are responsible for informing all those hiring the premises of the fire procedures and assembly point. For community events, this will be covered in the health and safety briefing.

Do not attempt to use a fire extinguisher unless you are trained and competent in using one. The most important thing is to ensure people's safety and evacuate the building.

Should the fire alarm go off during the period of hire, the duty caretaker will arrive to site within 15 minutes. All evacuated visitors should remain at the evacuation point until advised it is safe to return to the building by the duty caretaker or the fire brigade.

All exit ways must be kept unlocked and clear at all times. The school advises that the Hirer has a responsible person/fire warden for events.

First Aid

You should bring with you any items that are specific to the risks associated with your event.

The School insists that the Hirer has a trained First Aider for events.

In case you need to call the emergency services, The School address is: St Thomas Primary School, Union Street, St Thomas, Exeter, Devon, EX2 9BB

Security

The School caretaker/school staff will arrange for the site to be unlocked and locked at agreed times. Do not leave the site unattended or unlocked. The caretaker/school staff will make arrangements on the day for locking up.

Assistance

If you have any problems please call the School Caretaker using the number of the school caretaker you will be provided at the time of confirmation by the school office.