

**Honiton Community College  
Academy Trust**



This Policy was adopted by the Governing Body of  
Honiton Community College Academy Trust  
on 14<sup>th</sup> July 2021  
and will be reviewed annually

# COLLEGE LETTINGS POLICY STATEMENT

# LETTINGS POLICY STATEMENT

## **Adoption**

The college governors at their meeting on **14<sup>th</sup> July 2021** adopted the lettings policy and the scale of charges set out on attached sheet:

## **Policy Objectives**

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

- (i) that college 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) designated users;
- (iii) private users.

The governors have applied in each case the definitions identified in the Devon County Council lettings policy document BR11.

## **Applications for Designated Status**

The governing body have delegated their power to determine designated status to the Director of Finance and Resources 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 Principal will arrange for a list of approved organisations to be maintained. This does not preclude the Principal from referring sensitive applications to the full governing body at his/her/their discretion.

## **Lettings in the Sport and PE Building**

All lettings within the Sport and PE building are managed in conjunction with Honiton Leisure Centre / Leisure East Devon (LED). A separate agreement governing this arrangement is in place and available from the Director of Finance and Resources.

## **Conditions of Hire**

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

### **Administration of Lettings Safeguarding**

The governors recognise that it would be impossible for them to personally vet every applicant or organisation who wish to make use of the college premises. Accordingly, they have delegated the authority to accept applications for hire to the following persons: the Principal and Director of Finance and Resources.

However, with effect from 12 October 2009 under the new safeguarding rules all hirers must produce evidence, by signing a declaration on the Hiring Form, of having a Safeguarding Policy in place and confirmation that those persons responsible for the activities undertaken have undergone enhanced Disclosure and Baring Service checks.

Lettings will not be made to persons under the age of 18, or to any organisation or group or individual with an unlawful or extremist background or to any body to whom the school does not wish to hire the premises.

### **Variations**

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

### **Lettings Documentation**

All formal hiring of the college'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 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 (ii) no more than cost;  
*{it is permissible to charge designated users at less than cost provided that the subsidy is generated from other lettings at cost plus income}*
- (iii) that private users will be charged on a cost plus an income margin for the college;
- (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.

For the purpose of charging the Principal 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.

The scale of charges forms Appendix 2 to this policy statement.

### **Discounts**

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

### **Value Added Tax**

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

### **Insurance**

The school must ensure that the Hirer has 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 must produce the appropriate certificate of insurance cover before the letting can be confirmed.

### **Minimum charges and deposits**

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 college 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 for one-off hirers. For regular weekly hirers the school will issue an invoice each term in arrears, and for hirers using the premises for multiple evenings per week, a monthly invoice will be issued. 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 cases the governors reserve the right to withdraw credit facilities where prompt payment is not received. In all cases where credit is extended, an official College 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 College 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 delegated power to the Principal to insist upon caretaking presence where in his/her view the nature of the hiring may leave the college vulnerable to theft or damage.

### **Review of Policy**

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



## HONITON COMMUNITY COLLEGE ACADEMY TRUST

### **Letting of Educational Premises and Grounds - Terms and Conditions of Hire** 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.

#### **INSURANCE**

- 7 The hirer's use of the hired premises is conditional on the hirer holding appropriate liability insurance. A copy of such insurance shall be provided to the school at the time of booking.

## **FURNITURE AND EQUIPMENT**

- 8** The hirer's use of the hired premises shall be deemed to include the use of chairs and tables only.
- 9** 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.
- 10** Where additional equipment is required by the hirer this will be subject to an additional charge according to the Governors' published scale.

## **KITCHEN FACILITIES**

- 11** 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**

- 12** 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.
- 13** 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.

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- (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.
- (c)** Electrical apparatus must be switched off after use and plugs removed from sockets.

- 15** 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.
- 16** 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.
- 17** Except insofar as the Unfair Contract Terms Act, 1977 (or any statutory modification or re-enactment of it) otherwise requires, neither the College 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 College 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**

- 18** 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.
- 19** The hired premises shall not be used for any betting, gaming or gambling unless it has been approved by the Director of Finance and Resources in advance.
- 20** The hirer shall indemnify the College against any infringement of copyright which may occur during the hiring.

#### **SAFEGUARDING**

- 21** Where Honiton Community College premises are hired by/for groups including young people or vulnerable adults, the group must have a safeguarding statement and policy, clear and robust safeguarding procedures and DBS checks in place. The hirer will be asked to supply a copy of their safeguarding statement and policy at the time of booking. In line with obligations under the PREVENT strategy the school will need to confirm the purpose of the hire as bookings cannot be accepted from any individual or organisation who may have links with extremist groups.

## **GENERAL**

- 22** The right of entry to the hired premises at any time during the hiring is reserved for authorised officers and employees of the College and the head of the establishment or a person authorised by him/her.
- 23** 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.
- 24** 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.
- 25** Any notice or necessary action required in respect of this hiring may be undertaken by a representative of the Governors.

## **HONITON COMMUNITY USE BUILDING (CUB)**

- 1** Risk Assessments for the building are held in the upstairs office. You will be responsible for your own risk assessments for specific activities or work, including outside areas of the property.
- 2** Working practice with young people should fit within the College safeguarding policy and procedure.
- 3** Damage to the building by clients will be chargeable, including any call out fees for setting off alarms in the centre.
- 4** Young people must be facilitated at all times and not rely on staff of HCC to provide this service. Poor behaviour of young people such as inappropriate language, conversations and loud music must be challenged.
- 5** All user groups are responsible for ensuring rooms are left in a clean and tidy state for subsequent users.
- 6** All users of the kitchen/café area must supply their own tea, coffee, milk, sugar etc. Items left in the fridge or cupboards should be clearly marked. It is expected that all groups will clean up after themselves such as kitchen surfaces, cookers, dishes and spillages. Food Hygiene is a serious responsibility therefore preparation, storage and disposal of raw and cooked food including cleanliness of the fridge must meet the highest standards.
- 7** All users will be responsible for their own equipment and maintenance.
- 8** Wi-fi Internet access is available in the CUB and the password is available from the College.
- 9** There is limited parking space at the front of the CUB, should the carpark be full, or a meeting being held on site by HCC or other users, we would request that parking off site is sought.



## HONITON COMMUNITY COLLEGE ACADEMY TRUST AND HONITON COMMUNITY USE BUILDING LETTINGS

If you/your organisation would like to hire any room(s) within the College, please complete a [Booking Form](#) and return to the College: Finance Officer, Honiton Community College, School Lane, Honiton EX14 1QT.

Enquiries can be made directly to our Finance Officer, Mrs White: Telephone 01404 (42283) extension 219, or by email [mwhite@honitoncollege.devon.sch.uk](mailto:mwhite@honitoncollege.devon.sch.uk). Please note the lettings of facilities in the Sport and PE building is handled through Honiton Leisure Centre - Leisure East Devon (LED). Contactable on 01404 42325.

### Scale of Charges B (from 1 September 2021- 31 August 2022)

Room Type	Monday to Sunday 09:00 – 21:30 (Weekends/Holidays)				Monday/Friday 15:00 - 21:30 (Term Time)		
	1 hr	2 hrs	½ day	day	1 hr	2 hrs	½ day
<b>CLASSROOM</b>	£15.00	£25.00	£40.00	£65.00	£12.00	£20.00	£30.00
<b>HALL DINING HALL</b>	£25.00	£42.00	£65.00	£100.00	£20.00	£35.00	£55.00
<b>FITNESS SUITE</b>	CONTACT HONITON LEISURE CENTRE ON 01404 42325						
<b>DANCE STUDIO</b>							
<b>GYM</b>							
<b>6th FORM CENTRE (Kitchen Facilities available)</b>	£27.50	£46.50	£65.00	£100.00	n/a	n/a	n/a
<b>ART ROOMS IT SUITE</b>	£25.00	£40.00	£65.00	£80.00	£18.00	£30.00	£50.00
<b>CARETAKING CHARGES</b>	£12.00 PER HOUR						
<b>COMMUNITY USE BUILDING</b>	£10.00 PER HOUR						

Please note that these rates only cover basic security and should extra caretaking and cleaning be required an additional cost would apply. A cancellation within 24 hours of the booking date may incur a cancellation fee if any costs have been incurred by the College.

**NO BOOKINGS WILL BE TAKEN FOR BANK HOLIDAY PERIODS**