



Osprey Learning Trust

Lettings Policy

This policy was adopted by the Directors of Osprey Learning Trust on:

10th February 2020



Lettings Policy

1. Scope

The Directors recognise that the Trust premises and equipment represent a significant public investment, are a valuable community resource and thus the need for it to be fully utilised. This policy covers the hire of Trust premises and equipment to individuals, organisations and businesses.

The aim of this policy is to:

1. safeguard Trust premises and equipment;
2. maximise the use of Trust premises and equipment;
3. ensure that minimum disruption occurs to the education of the students within the Trust and members of staff working therein;
4. ensure that the lettings are not subsidised by the Trust;
5. whilst the trust intention is to offer facilities that actively support the community that must ensure this is in a manner that protects the reputation of the trust schools and contributes to the trust board's agreed financial objectives.

2. Requirements

Primary Use

While lettings income help support the Trust's budget, the Trust wishes to ensure that the primary use of its premises and equipment is for educational purposes. The following groups of users are shown in their order of priority in the event of a dual request for usage.

Statutory Users

Usage laid down by statute will not be frequent but must be accommodated and at a rate to recover costs.

Examples of statutory users include:

- Parish or Parochial Church Councils;
- Returning Officers in respect of parliamentary, local and European elections.

The charging of a rent to statutory users is prohibited by law although any specific costs associated with the letting may be charged, for example:

- additional cleaning and caretaking outside normal contract hours;
- 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.

Designated Users

These are users linked to the provision of education. They should have priority of access except where a clash with statutory usage cannot be avoided. They should not be charged a higher fee than that which allows directors to recover the costs of providing the facilities.

Examples of designated users include:

- PTAs;
- School staff activities;
- Adult education programmes;
- Duke of Edinburgh Award scheme.
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Private Users

Charges will be set and priority accorded within the Directors' local lettings policy. Examples of private users include:

- Private individuals;
- Businesses;
- Charities;
- Local associations and guilds.
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Any organisation or individual may apply to use the Trusts facilities, but it shall be Trust's discretion to accept or reject the application. Local organisations shall take precedence.

3. Changes to the Policy

No member of staff is allowed to amend this policy or the terms and conditions for the hire of premises or equipment without formal written referral to the Finance Committee and the Board of Directors for approval before so doing.

4. Applications for Use

In accordance with the directions set out in this policy, the Principal/Headteacher, in conjunction with a member of the Trust Executive Team (CEO/CFO/COO) have been granted delegated authority by the Directors to accept applications for the hire of premises and equipment. The Principal/Headteacher, in conjunction with a member of the Trust Executive Team (CEO/CFO/COO) will take into account the nature of the event in terms of its suitability.

The Trust reserves the right to:

- refuse an application without giving a reason;
- have a representative present at any function;
- terminate an activity not properly conducted.

The Principal/Headteacher, in conjunction with a member of the Trust Executive Team (CEO/CFO/COO) shall arrange for a list of approved organisations to be maintained. The Principal/Headteacher, in conjunction with a member of the Trust Executive Team (CEO/CFO/COO) can refer all applications for use of a sensitive nature to the Directors for approval.

All applications for the hire of premises and equipment shall be made on using the prescribed form. All hirers must complete a letting hire agreement and are to receive a copy of the conditions of hire. The hire agreement is a contract which the Trust may enforce in the event of a breach of the conditions. Application forms shall be submitted at least 2 weeks before the hire date or 4 weeks before the hire date in respect of a block booking.

5. Scale of Charges

The following principles have been adopted in determining the scale of fees and charges. The current level of fees and charges are set out in the Appendices. The minimum hire period in respect of any one date is 1 hour. Bookings must run to time and include a get in/get out period either side of the booking to ensure adequate checks/cleaning can take place. Discounts may be granted at the discretion of the Trust Board.

VAT will be applied to all transactions at the prescribed rate where appropriate.

6. Health, Safety & Welfare

The hirer undertakes to ensure that the health, safety and welfare of those using the school premises and equipment during the period of hire is maintained. The hirer will, therefore, be required to carry out their own risk assessments in respect of the premises or equipment hired and to take such steps as are required to mitigate any risks identified.

These may include:

- the provision of information or training to attendees in the use of facilities or equipment;
- the purchase of protective clothing and protective equipment;
- additional insurances above those maintained by the school for the protection of persons on its premises.

The hirer shall acquaint themselves with the schools Fire and Safety regulations including the use of fire extinguishers. They shall carry out their own fire drills and organise their own fire procedure.

The hirer shall provide their own first aid equipment and trained personnel.

The hirer undertakes to report to the school any hazards noted during the hire period.

The hirer shall only bring mains powered electrical equipment onto the premises only where it has a valid test and inspection certificate. The certificate should be no more than one year old for earthed equipment and less than 4 years old for double insulated equipment.

The hirer will not have access to the school's telephones. Instead hirers should have their own mobile phones in the event of an emergency. Should an emergency occur the hirer shall contact the duty caretaker either at the school or via mobile phone.

Smoking is not permitted anywhere on any Trust land; this includes the use of e-cigarettes.

Animals other than guide dogs are not permitted on Trust grounds except with the prior approval of the Trust Executive Team (CEO/CFO/COO) at the time of application.

No combustible materials must be brought onto school grounds except with the prior approval of the Trust Executive Team (CEO/CFO/COO) at the time of application.

The hirer must ensure that noise levels are kept to an acceptable level, before, during and after their letting. Consideration for neighbours within the local residential area.

The hirer must consider availability of parking. Parking needs to be lawful and needs to take into consideration local residents etc.

7. Licenses

There are a variety of licenses that may be required for different types of function. The onus is on the hirer to find out which are necessary and inform the school prior to the event taking place. The hirer undertakes to indemnify the school against any action brought about by failure to obtain the necessary licence(s).

These may include:

- Theatre;
- Copyright/royalty;
- Alcohol;
- Cinematography;
- Music, signing and dancing.

8. Insurance

Applications to hire school premises or equipment shall be considered as to their effect on the Trust insurance policy. The Trust Executive Team may have to contact the Trust insurers where the extent of insurance cover for the event type is unclear.

The hirer shall be recharged in respect of any additional insurance costs associated with the event.

Require users to hold own public liability insurance no less than £5 million.

9. Alcohol

Applications to let premises where alcohol is to be served shall require the approval of the Finance Committee of the Trust Board. The sale of alcohol requires a license. The hirer undertakes to remove unconsumed liquor, bottles, glasses etc. from the premises once the hire period has ended.

10. Payment

Payment for the hire of premises and equipment for a single session shall be made in full in advance at the time of application (cash, cheque or bank transfer) and an official receipt will be issued. Deposits are acceptable where the organisations or individuals are deemed credit worthy and where the total cost is in excess of £50.

Payments in respect of block booking hire will be invoiced by debtor account at periods not exceeding one school term.

The Trust Executive Team (CEO/CFO/COO) may require an additional refundable deposit over and above the general hire charge as security against the loss or damage to premises or equipment or there being left in an unacceptable condition necessitating additional costs for cleaning, repair etc.

11. Cancellations

Cancellations should be made in writing or emailed at least 24 hours before the proposed first day of hire. No charge will be made if such notice is given or if the Trust Executive Team (CEO/CFO/COO), approval to waive the charge is given bearing in mind the reason for cancellation. The Trust will, however, seek to recover any cost incurred which is directly attributable to the hire of the premises or equipment should the hirer cancel the agreement in advance of the hire date.

Should the Trust find it necessary to cancel the booking as much notice will be given as possible, generally not less than 24 hours. Alternative accommodation will be offered where possible. If this is not possible a full refund will be made. The Trust accepts no liability in respect of any additional costs incurred by the hirer.

12. Security Arrangements

While it may not be necessary to maintain a caretaking presence when premises are let, the Trust reserves the right to do so. Any costs associated with maintaining this presence will be payable by the hirer. The exact arrangements for the security of premises and equipment will be negotiated on an individual basis and the arrangements recorded for the record.

13. Cleanliness and Tidiness

Premises and equipment must be left in a clean and tidy condition with any furniture used returned to its original location.

14. Damage

Any damage caused to Trust property will be the responsibility of the hirer. The hirer shall discuss the damage with the School and notify the Trust and it shall either be replaced or repaired to the satisfaction of the Trust with all costs being met by the hirer.

15. General Indemnification

The hirer shall indemnify the Trust against any claim arising out of the death, bodily injury, loss or damage to a person or property caused by the negligence of the hirer or any other person using the premises with the permission of the hirer.

16. Review of the Policy

The Directors will review the policy annually alongside the scale of hire charges for the forthcoming year.

Amendment Record

VERSION #	DATE	BY	NATURE OF CHANGE
1	17/01/2020	S Deeming	Policy amendment to include all Trust schools and TES

Teignmouth Community School, Exeter Road

Scale of Lettings, Fees and Charges

Standard rates for the hire of rooms and facilities are listed below:

Theatre (inc. caretakers, cleaners and technician) - £88 per hour
Dance Studio - £35 per hour
Drama Studio - £35 per hour
Classroom - £15 per hour
Foyer (alone) - £25 per hour
Catering Kitchen - £30 per hour

Evening and weekend bookings may incur an additional cost for caretaking. For caretaker attendance during non-school hours, an additional £17 may be charged per caretaker hour. For additional cleaning £13 may be charged per cleaner per hour.

VAT is somewhat complicated but, as a general guide, classrooms are exempt but VAT must be charged on specialist equipment. VAT is charged on all sporting facilities – except when a single booking and payment is made for regular training or match sessions of at least 10 sessions, with no more than two weeks between each session (VAT may become due, therefore, if a match cancellation is made.)

Conditions of use

The use of school accommodation is subject to the terms and conditions applicable to property owned by Devon County Council, details of which are attached. In particular, attention is drawn to the following arrangements.

- A 20% deposit may be required to secure the booking, and the full amount paid within 28 days of being invoiced. For a single event or commercial lettings, the full amount will be required in advance. For a regular, weekly booking, the invoice will be issued during each term.
- In the event of a cancellation, the deposit will not be refunded. If, by accepting the booking, the school incurs expenditure or loses potential income by having to refuse other lettings, the full amount will be due.
- Only basic equipment (tables & chairs) will be included, unless specifically requested. For the gyms and playing facilities, showers are available if requested in advance.
- The person requesting the letting must accept responsibility for the supervision of activities, the conduct of those attending, respect for health and safety regulations, and for first aid. For hazardous activities (including all sports, and the use of laboratories or workshops) the person providing tuition or supervision must be appropriately qualified and fit to take the activity.
- The person requesting the letting must apply for any licences required for music, performance or sale of liquor.
- Alcohol is not permitted on site without the express permission of the Directors of the Trust.

Statutory Users - No hire charge shall be made in respect of statutory users other than in respect of any additional costs arising out of such hire.

Designated Users – Designated users will be charged for the hire of premises or equipment at cost. A lower charge may be made at the discretion of the Trust Board provided that the difference is generated from other lettings, i.e. the school budget does not subsidise the letting.

Private Users – Varying rates will apply depending on the nature of use and the business of the applicant. If price varies then this will need prior approval by the Trust Board.

Standard rate: This rate will apply to any non-profit making group or individual in respect of private functions.

Discounted rate: this rate will apply to groups specifically working with young people (under 18) to a maximum of 30% to be agreed at the discretion of the Trust Board; **Commercial rate:** this is equivalent to the standard rate plus 10%. This charge will be made in respect of any activity organised by a commercial business or where an admission charge is made for profit.

Booking

Booking forms and further details of terms of contract are available from Clare Lane via email clare.lane@teignmouth.devon.sch.uk or 01626 774091.

Teignmouth Community School, Mill Lane

Scale of Lettings, Fees and Charges

Standard rates for the hire of rooms and facilities are listed below:

School Hall - £25 per hour
Sports Field - £20 per hour
Playground - £20 per hour
Classroom - £15 per hour

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Booking

Booking forms and further details of terms of contract are available from Andrew Webber via email andrew.webber@teignmouthschool.co.uk or 01626 772320.

Alive Health incl. 3G Astro

Scale of Lettings, Fees and Charges

Standard rates for the hire of rooms and facilities are listed below:

Studio - £15 per hour

Sports Hall - £15 per hour, per third

Astro/3G – £30 per hour. Although prices may vary due to club affiliation. Please see below.

Sports Field - £20 per hour

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Booking

Booking forms and further details of terms of contract are available from Kieran Barclay via email kieran.barclay@alive-health.co.uk or 01626 879180.

Pricing Structure 2020

PRICING POLICY Weekdays 5.30-10pm						Match Play Weekends	
Key partner clubs (FITC)		Charter Standard clubs (Junior and Adult)		Non Charter Standard Clubs/ pay and play		5v5 Mini Soccer - 1 hour	£15 1/3
Third	£22	Third	£26	Third	£30	7v7 - 1 hour booking	£20 1/3
Two Thirds	£38	Two Thirds	£42	Two Thirds	£50	9v9- full pitch- 1.5 hours booking	£25
Full pitch	£60	Full pitch	£65	Full pitch	£70	11v11- Full Pitch 2 hour booking	£50

Other hire full pitch per hour	
Commercial	£120
County FA	£60
Professional Club	£100

Grass Pitch: Per hour.
£7.95 one side
£15.00 Both sides

APPENDIX D – Kenton Primary School

No facilities for hire

APPENDIX E – Kenn C of E School

No facilities for hire

APPENDIX F– Cockwood Primary School

No facilities for hire