

Exmouth Community College



Lettings Policy

Policy Details	Date
Policy Written	Kim Dearsly
Policy ratified by	Resources Committee
Policy agreed by governors	31.10.17
Review Cycle	Annually
Policy Review date	Autumn 1 2018
Version	3

EXMOUTH COMMUNITY COLLEGE

Policy Title	Lettings Policy
Policy Reference	
Function	For Information and Guidance.
Status	Recommended
Audience	Parents, Governors, Principal, Teachers, Support Staff, DfE, Pupils
Ownership / Implementation	The Principal and the Governing Board have overall responsibility for ensuring that this policy is implemented.
Version	3

1 Introduction

1.1 The Governors recognise that the primary purpose of the Academy is to provide accommodation for the teaching, learning and welfare of its students. The needs of the students are paramount and will always take precedence over external lettings. When not required by the Academy, the Academy premises:

- 1.1.1 represent a significant capital investment and should be fully utilised
- 1.1.2 are a valuable community resource
- 1.1.3 are a valuable source of income and may be offered for private or commercial usage;

2 Priority Usage

2.1 The Governing Board has adopted the following categories of priority user:

- 2.1.1 Academy users
- 2.1.2 Designated users; e.g. registered charities or community activities
- 2.1.3 Private users; e.g. private businesses, profit making ventures, private functions, and commercial fund raising

3 Application for Designated Status

3.1 The Governing Board has delegated its 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 reported to the Governing Board each term. The Director of Finance and Resources will arrange for a list of approved organisations to be maintained. This does not preclude the Director of Finance and Administration from referring sensitive applications to the full Governing Board at his discretion. An example of designated users are as follows:-

- 3.1.1 Youth programme activities
- 3.1.2 Community Education Programmed Activities; training courses
- 3.1.3 Non profit making sports courses for school aged children, recognised Playschemes
- 3.1.4 Education Department.

4 Conditions of Hire

The Governors have adopted a set of conditions under which the Academy premises may be hired. These conditions form part of the contract Appendix 1 to this Lettings Policy. The school is committed to ensuring that all individuals using the schools facilities are safe, the school expects all hirers to have a safeguarding policy in place which is clearly visible and easily accessible to all individuals and members of the public partaking in activities on the school site run via third party hirers of the school premises.

5 Administration of Lettings

- 5.1 The Governors recognise that it would be impossible for them personally to vet every applicant or organisation who wishes to make use of the school premises. Accordingly they have delegated the authority to accept applications for hire to the Director of Finance and Resources.
- 5.2 The Academy will operate a fair lettings policy that does not discriminate on grounds of race, colour, religion, ethnicity, sexuality, gender, age or disability.
- 5.3 No member of staff, with the exception of the Director of Finance and Resources or Principal 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. The governors have chosen to delegate the discretion to apply a discount to the Principal to use in circumstances that he deems appropriate.
- 5.4 All formal hiring of the schools premises, including those for which no charge is made, shall be properly documented. All hirers **must** apply to book the facilities with the Finance Office. Prior to coming on site the College will require the hirer to complete and sign a contract to confirm that they have read the terms and conditions. (Appendix 1) A copy of the signed contract will be sent to the Hirer with confirmation of the dates booked. The contract is enforceable.

6 Scale of Charges

- 6.1 In arriving at their scale of charges the Governors have followed the following principles:
 - 6.1.1 That the Youth Forum will receive a discounted rate;
 - 6.1.2 that designated users will be charged no more than cost;
 - 6.1.3 that private users non commercial (non profit making) will be charged on a cost plus an income margin for the school;
 - 6.1.4 that private users commercial (profit making organisations) will be charged on a cost plus an enhanced income margin for the school to enable reinvestment back into the facilities;
 - 6.1.5 that there will be parity of treatment for similar users where discounts are applied;
 - 6.1.6 that the overall cost of letting school facilities will be recovered from users.
- 6.2 For the purpose of charging the Director of Finance and Resources 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.
- 6.3 The scale of charges forms Appendix 2 to this Lettings Policy.

7 Discounts

- 7.1 In the event of the Academy cancelling a booking within 5 working days the following booking will be provided at a discount of 20% as a gesture of goodwill.
- 7.2 Staff Discount of 5% at the discretion of the Principal.
- 7.3 Charities who provide a financial benefit to our students ie the Adventure Trust for Girls and the Pain Trust will receive a 10% discount.

8 Minimum Charges and Deposits

- 8.1 The minimum hire period will be for 55 minutes to allow for change over.
- 8.2 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.

9 Cancellations

- 9.1 Governors will seek to recover any cost incurred by the school which are unavoidable and result directly from the cancellation of a letting.
- 9.2 Cancellation Charges:
 - 9.2.1 10% if the cancellation is received at least 10 working days before hire.
 - 9.2.2 25% if cancellation notice is received between 5 working days and 10 working days before the hire.
 - 9.2.3 50% if cancellation notice is received between 1 working day and 5 working days before hire.
 - 9.2.4 100% if cancellation notice is less than 1 working day before hire.

10 Credit

Invoices will be raised on the 1st of the Month that the hire is taking place and our credit terms will apply. See our Finance Policy Debt Management 8.15. For one off bookings the Governor will expect payment at least 7 days prior to the hirer taking place.

- 10.1 The Governors will expect payments to be received seven days in advance for one off bookings.

Payment Methods

Payments will be accepted via Bank transfer, Cash and cheques. If paying by cheque payment must be received at least 7 days prior to the letting taking place to allow the cheque to clear the bank.

11 Security

11.1 The Governors will normally insist upon continuous caretaking presence.

12 Alcohol

The Academy will not permit alcohol to be sold or served without the written agreement of the Governors. If permission is given, alcohol may not be sold on the premises without a Temporary Events Notice applied for from East Devon District Council. A copy of the licence will need to be given to the Finance Office to enable it to be displayed in the venue.

13 Public Entertainment

It is the responsibility of the Hirer if applicable to obtain the necessary Entertainment Licence from East Devon District Council. A copy of the licence will need to be given to the Finance Office to enable it to be displayed in the venue.

14 Monitoring, Evaluation and Review

14.1 The Governing Board will review this policy annually and assess its implementation and effectiveness. The policy will be promoted and implemented throughout the Academy.

This policy should be read in conjunction with the Equality Policy. No one will be unlawfully disadvantaged on the grounds of age, race or ethnicity, disability, gender and marital status, gender identity, sexual orientation, religion or belief under the operation of this policy.

LETTINGS CHARGES FROM 1ST SEPTEMBER 2017 – 31ST AUGUST 2018

Venue	Youth Forum		Statutory & Designated Users		Private Users - Non-Commercial		Private Users - Commercial	
	Term-time & Weekday	Weekend & Holiday	Term-time & Weekday	Weekend & Holiday	Term-time & Weekday	Weekend & Holiday	Term-time & Weekday	Weekend & Holiday
Classroom	3.01	3.60	5.87	6.40	14.66	17.45	17.52	20.69
Other Rooms	4.52	5.92	7.96	8.75	17.94	21.35	23.11	27.31
Telfer 813	8.65	9.25	11.56	13.01	18.97	21.55	40.94	43.57
Halls and Gyms 1 & 5	6.40	7.20	8.75	10.21	16.63	19.80	30.68	31.81
Gym 2	10.59	11.56	12.36	13.22	17.34	20.64	34.87	39.98
Sports Hall	7.31	9.25	13.22	14.46	29.03	35.05	62.28	70.30
*Netball/Tennis Courts	1.40	2.68	2.86	3.28	4.95	6.29	9.73	12.41
Recording Studio	24.94	24.94	24.94	24.94	24.94	24.94	24.94	24.94
Technician	18.65	18.65	18.65	18.65	19.02	28.15	19.02	28.15
New Hall	30.04	30.04	30.04	30.04	30.04	30.04	30.04	30.04
Sound/visual Equip Hire	6.40	6.40	6.40	6.40	6.40	6.40	6.40	6.40
Caretakers					15.73	23.59	15.73	23.59

* *Cost is per hour, per court. Designated users: Internal Free of charge*

ARTIFICIAL TURF PITCHES

Large Pitch			3G Astro		
Adult:		47.12	Adult full:		41.82
Youth:		19.73	Adult half:		20.91
			Youth full:		39.64
			Youth half:		19.82

Lighting Cost per hour - (Floodlighting is not allowed on Sundays)	Full lights £22.44 Half lights £11.22
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