



Great Torrington School

Lettings Policy 2024

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1. Introduction

Great Torrington School (GTS) now has full control over some excellent and wide-ranging facilities across many areas, including PE.

Whilst these are put to good use within the school day, and in some cases during extra-curricular activities outside of normal school hours, the opportunity presents itself for these facilities to be further utilised during evenings and weekends by groups or individuals either from within the school or from the wider community.

GTS reserves the right to refuse applications, have a representative present and / or terminate any activity not properly conducted. If a letting brings the school into disrepute, it will be cancelled without notice.

The school is vigilant to the possibility that out-of-hours hire of the school premises may be requested by people wishing to run activities which may not align with our school values. The school does not accept bookings from individuals or organisations that are extremist in their views.

2. Guidelines

New facilities will only be offered following consultation with relevant Subject Leads and SLT.

Facilities will be reserved by the authorising officer(s)* and will be subject to the Conditions of Hire (see Appendix 2).

Facilities offered will be subject to a Scale of Charges (see Appendix 3) devised and approved by SLT.

In case of dispute, final decisions relating to the letting of school facilities will be taken by the Governing Body.

** see Appendix 1, paragraph 3*

Appendix 1 Provides detailed guidance on associated issues including priority usage, cancellations, and security.

Appendix 2 Provides the standard Great Torrington School Conditions of Hire as adopted by the Governing Body.

Appendix 3 Provides a Scale of Charges including discounts and methods of payment.

GREAT TORRINGTON SCHOOL LETTINGS POLICY STATEMENT

1. Users

1. The Governing Body have adopted the following categories of user:
 - a. **Great Torrington School users:** any school related booking (i.e., Great Torrington School itself, Torrington Army Cadets & Duke of Edinburgh's Award Scheme)
 - b. **Statutory Users:** where it is established by Statute that premises may be used e.g., Polling Station
 - c. **Clubs / Community users:** Community organisations / non-profit organisations
 - d. **Private users:** Occasional / individual bookings and profit run organisations

2. Applications for Designated Status

1. The Governing Body have delegated their power to determine designated status to the Authorising Officer(s) who will exercise discretion on their behalf and determine applications. A list of approved organisations shall be maintained by the Authorising Officer(s). This does not preclude the Authorising Officer(s) from referring sensitive applications to the full Governing Body at his/her/their discretion.

3. Administration of Lettings

1. General

The Governing Body recognise that it would be impossible for them personally to vet every hirer or organisation that wishes to make use of the school premises. Accordingly, they have delegated the authority to accept applications for hire to the following person(s):

**The Authorising Officer(s) – School Financial Manager, Senior Finance Officer
Finance & Lettings Assistant, Head of Operations and Site Manager**

2. Variations

No member of staff, other than the Headteacher, is allowed to vary the terms and conditions on which the school premises are hired to either individuals or organisations, nor to deviate from the published charging policy.

3. 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 an online booking request for approval by the finance department. This includes agreement to the conditions of hire. The hire agreement is a contract that the Governing Body may enforce as law.

4. **Scale of Charges**

In arriving at their scale of charges the school has adopted the following principles:

1. GTS lettings / events will not be charged unless additional fees are incurred, i.e out of hours caretaking, security or cleaning.
2. there will be parity of treatment for similar users.
3. the cost of letting school facilities will be recovered from users.

For the purpose of charging, the Authorising Officer(s) are empowered to determine which group any particular individual or organisation belongs to. The basis of charging will be determined by the purpose for which a letting is arranged.

The scale of charges forms Appendix 3 to this policy statement.

5. **Minimum charges and deposits**

The minimum hire period will be one (1) hour.

GTS reserve the right to request 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.

6. **Cancellations**

The Governing Body will seek to recover any costs incurred by the school that are unavoidable and result directly from the cancellation of a letting. Reasonable cancellation requests will be considered, the Authorising Officer(s) has the authority to determine what constitutes as 'reasonable'. Cancellations within 48 hours' notice will be charged at the full rate, at the discretion of the authorising officer(s).

7. **Payment methods**

The Governing Body is mindful of their responsibilities in safeguarding the school from bad debt. Payment is made via the official booking system, with options existing for larger bookings to pay via instalments. This system can also be used for refunds, where appropriate. No payments should be accepted other than via this system.

8. **Security**

The Governing Body may not always insist upon continuous caretaking presence. However, they reserve the right and delegate power to the Authorising Officer(s) to insist upon caretaking presence where in his/her view the nature of the hiring may leave the school vulnerable to theft or damage, or if additional support is required

9. **Review of Policy**

The Authorising Officer(s) will review this policy each year and the scale of hire charges for the forthcoming year will be reviewed, updated, and approved by The Governing Body.

10. **Letting Areas**

All areas of the school can be offered for lettings, however, before a new area is offered via the official booking system the Authorising Officer(s) will liaise with SLT and Subject Lead prior to determining costs and identifying any associated risks or requirements.

Appendix 2

Letting of Educational Premises and Grounds Terms of contract comprised in undermentioned conditions and hire form

References in this form to the school shall in relation to school premises should also be construed as references to the Governing Body of the school. The law that applies is the law of England.

Application and Fees

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.

The fee payable for the hiring shall be calculated in accordance with the scale of charges published by the Governing Body.

The Governing Body reserve the right to alter or revise these charges at any time.

The fee for an occasional hiring shall be paid via the official booking system once approved and upon receipt of such fee the hiring shall stand confirmed subject to the provision of Condition.

In the case of a long-term letting the Governing Body of the hired premises may at their discretion permit the periodic payment of hire charges in instalments.

Safeguarding, Child Protection and Prevent Duty

Where the hirer is an organisation, and they are providing or offering a service to children (under the age of 18) they must –

- ensure that all of their staff and volunteers are subject to a valid enhanced disclosure check (DBS) undertaken through the Disclosure and Barring service, including a check against the adult's barred list of the children's barred list, as appropriate and provide a letter of assurance providing the names and DBS numbers of the supervising adults / staff.
- provide a copy of their Safeguarding Policy.

All hirers must follow The Prevent Duty for England and Wales (2015) under section 26 of the Counterterrorism and Security Act 2015 guidelines.

Insurance & Risk Assessments

Where deemed applicable by the Authorising Officer, hirers must:

- ensure they have adequate insurance, including appropriate public liability insurance, and provide a copy of the insurance policy when requested or if insurance is not deemed applicable hirers must confirm that they bear all risks.
- ensure that all relevant risk assessments are completed prior to hire and made available upon request.

Cancellation

The Governing Body or their agent(s) acting on their behalf must reserve the right, having good reason, at any time and 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 Governing Body 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.

If the hirer shall cancel the hiring of the premises, then the Governing Body shall be entitled to retain or demand as the case may be, the whole of the fee paid in respect of such cancelled hiring. However, if notice of such cancellation is received at least 48 hours 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 Governing Body or the School in respect of that hiring.

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 Governing Body will refund to the hirer all charges made by them and already paid by the hirer. Neither the Governing Body, nor the School, shall be liable to pay any compensation for any loss incurred by the hirer.

Furniture and Equipment

The hirer's use of the hired premises shall be deemed to include the use of chairs and tables (where appropriate), and pre-agreed specialist equipment.

The arrangement of furniture and/or the use of additional furniture or equipment will require the specific approval of the Authorising Officer(s). Such use may be subject to the scale of charges published

Where additional equipment is required by the hirer this will be subject to an additional charge according to the published scale.

Catering Facilities

Kitchen facilities and facilities for the preparation of refreshment are **not included** in the hiring. Where catering is required, the hirer can obtain a separate quotation from the schools catering contractor if required. This may be obtained via the Authorising Officer(s).

Health, Safety, and condition of Premises

Any accidents or damages which take place during the hire of facilities MUST be reported to GTS the same day via email to HealthandSafety@gts.devon.sch.uk. Reports must include information on the accident / damage, the exact location and how it happened. If the risk is an urgent security risk or will cause further damage if left, please call 07825 652677. In addition if you notice any Health and Safety risks during your let, these must also be reported via the same email address.

The hirer/hirers shall during the hiring be responsible for:

- Taking all measures necessary to ensure that the maximum permitted number of persons using the hired premises is not exceeded.
- The efficient supervision of the hired premises and for the orderly use thereof including the observance that smoking on school premises is not allowed.
- Ensuring that all exits 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.
- Ensuring that all proper safety measures are taken for the protection of the users of the premises and equipment contained therein, including adequate adult supervision where young people are concerned.
- Familiarising themselves and the users of the premises with the location of fire-alarms, fire-fighting equipment and exit routes from the building.
- Ascertaining the location of the nearest emergency telephone.
- The provision of a suitable first-aid kit, and first aid support.
- Compliance with the Food Safety Act when catering facilities are involved.

- Compliance with appropriate Health and Safety guidance when Design / Science / Art / PE facilities are involved.

The hirer shall at the end of the hiring be responsible for:

- Ensuring that the hired premises are vacated promptly and quietly.
- 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.

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, either permanent or temporary, may be made to any electrical installations within the hired premises without the written consent of the Governing Body. Electrical apparatus must be switched off after use and plugs removed from sockets.

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 Governing Body 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.

It is understood and agreed that the Governing Body do not, either expressly or by implication, warrant the premises to be fit or suitable for any sporting, recreational or other 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, recreation or other activity, or any other person is in danger of suffering injury, loss or damage.

Except in so far as the Unfair Contract Terms Act, 1977 (or any statutory modification or re-enactment of it) otherwise requires, neither the School nor the Governing Body acting on its behalf will be responsible or liable in any way whatsoever or to any person (and whether or not there shall be any negligence by its servants or agents) in respect of:

- 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.
- Any loss or injury that 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.
- Any loss to breakdown or machinery, failure of electrical supply, fire, flood, or government restriction that may cause the hiring to be interrupted or cancelled,

The hirer shall be responsible for and shall indemnify the Governing Body, 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

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 Governing Body who have delegated this to the Headteacher. 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 Governing Body if required.

The hired premises shall not be used for any betting, gaming, or gambling.

The hirer shall indemnify the School against any infringement of copyright that may occur during the hiring.

General

The right of entry to the hired premises at any time during the hiring is reserved for authorised officer(s) and employees of the School and the head of the establishment or a person authorised by him/her.

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.

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.

Any notice or necessary action required in respect of this hiring may be undertaken by a representative of the Governing Body.

The hirer will ensure they are appropriately insured for their activities, including public liability insurance.

The school site is all non-smoking / non-vaping, any damage (or fire alarm triggers) attributed to smoking will be chargeable.

During main school caretaking hours staff can be contacted via 07825 652677.

Appendix 3

Scale of charges (to be reviewed annually)

The Governing Body reserve the right to review, and amend, charges as required if there are significant changes in overheads.

Priority Usage

The Governing Body have adopted the following categories of users, in order of priority:

1. **Great Torrington School Users**

Any school related booking including:

- Torrington Army Cadets
- Duke of Edinburgh Award Scheme

Are free of charge, other than costs required due to caretaking / security charges

2. **Statutory Users**

Government & local Elections

Adult, club community charges will apply. Additional costs may be required due to caretaking / security

3. **Club / Community Users**

Community Education activities, regular community group users, non-profit clubs, other local groups that the Authorising Officer(s) consider falls into this category

4. **Private Users**

Casual users, commercial users, paid / profit organisations and those who are not Club / Community users

Rates are also sub-divided into Senior / Junior rates, these are designated by over / under the age of 18 for the **MAJORITY** of the letting cohort. This will be determined by the Authorising Officer(s).

**No Bookings shall be taken during Bank Holidays,
or the official Christmas shutdown (normally one week)**

Lettings Charges with effect from 1st September 2024

| Facility | Hourly Rate | | | |
|--|--------------------------|-------------------|-----------------------|--------------------|
| | Adult, club community | Adult, private | Junior, club | Junior, private |
| ATP | £35.50 | £38.50 | £24.50 | £27.50 |
| Top Field | £16.50 | £19.50 | £11.00 | £13.50 |
| Main Field - All | £24.50 | £27.50 | £19.50 | £22.00 |
| Main Field - Part | £16.50 | £19.50 | £11.00 | £13.50 |
| Tennis Courts - All | £19.50 | £22.00 | £13.50 | £16.50 |
| Sports Hall - All | £30.50 | £33.00 | £19.50 | £22.00 |
| Sports Hall - Part | £19.50 | £22.00 | £13.50 | £16.50 |
| Dance Studio / Gym | £19.50 | £22.00 | £13.50 | £16.50 |
| Fitness Suite – All | £19.50 | £22.00 | £13.50 | £16.50 |
| Drama Studio | £19.50 | £22.00 | n/a | n/a |
| Dining Hall | £19.50 | £22.00 | n/a | n/a |
| Music Room (P2/P3) | £19.50 | £22.00 | n/a | n/a |
| Music Acoustic Rooms x 5 | £5.50 | £8.00 | n/a | n/a |
| Recording packages (rooms with technician support) | Price on Application | | | |
| ICT Room | £18.50 | £21.00 | n/a | n/a |
| Library | £18.50 | £21.00 | n/a | n/a |
| Classroom | £13.00 | £15.50 | n/a | n/a |
| CARETAKING TIME | £22 p/h (weekdays) | | £27.00 p/h (weekends) | |
| TECHNICIAN TIME | £22 p/h (weekdays) | | £27.00 p/h (weekends) | |
| CATERING | Price on Application | | | |
| CLEANING | Price on Application | | | |