
THE CAREY FEDERATION



Lettings Policy

Last update: February 2024

Policy Statement

The Governors of the Carey Federation recognise that the premises and grounds for which they are responsible are a rich resource for the community and as far as practical, and subject to the guidelines set out in this Policy, should be available to the community for their use.

The Governing Body are mindful that the premises represent a large capital investment and should be fully utilised, although at the same time extreme care must be taken to protect the fabric of the building and the resources within it and the grounds. As a consequence of this, the Governors or the Executive Head Teacher reserve the right to deny or curtail lettings if they feel that the Schools' security or property could be put at risk.

Profits from the letting of the premises and grounds are welcome, but are not the priority within this policy. The Governors are proud of the Schools and wish to share the facility with the voluntary organisations, youth groups and private individuals of both Ashwater and Halwill and the area of the learning community.

Safeguarding

- All adults who will come into contact with children in the course of hiring any part of the Schools' premises will have been appropriately checked (including an enhanced DBS disclosure as per the Schools' Safeguarding Policies) as to their suitability to work with children.
- All adults who will come into contact with children in the course of hiring any part of the Schools' premises will have been made aware of the Schools' Safeguarding Policies.
- Access will be limited to restricted to specific areas of the school or grounds, even out of school hours to safeguard private and sensitive information in the school
- In the event of any allegation in connection with child protection issues being made against any adult associated with the hiring organisation, the hiring organisation will ensure that, pending the determination of the allegation, that the adult will not be permitted to enter the School's premises and not to have contact with children on the school premises For further advice please see the Schools' Safeguarding Policies and discuss the situation with the school's child protection officer as soon as possible.

1. Definition of Users

Many individuals and groups may approach the Governors. These groups are defined as follows:-

a. Statutory Users

Where it is established by statute that Schools' premises may be used by the following groups then other priorities must stand aside. Statutory users and uses are defined as follows :-

- i. Use of the premises for polling stations or political meetings when an election (local or parliamentary) has been declared
- ii. Official meetings of the Parish or Parochial Church Councils
- iii. Any other statutory purposes which may, from time to time, arise

b. Designated Users

This designated group is as follows:-

- i. Groups organised for the Schools' own activities
- ii. Community Education activities
- iii. Other community activities (as agreed by the Governing body)
- iv. Meetings arranged by the Education Department (or other departments) of the Local Authority

c. Private or Business Users

- i. Those groups and individuals that are not part of the categories above.

2. **Carey Federation Lettings Charges**

In determining charges the Governors are mindful of the three categories of users and uses and have established their charges as follows:-

a. School Functions - No charge will be made for the following:-

Governors' Meetings, Parents' Evenings, Curriculum meetings, staff training sessions, meetings organised by the Executive Head Teacher to promote the Schools, Parent/Teacher Association committee meetings.

b. Community or Private Activities -

To hire the school hall a rate of £10 per hour will be charged.

At the discretion of the Governors or Executive Head Teacher, a charge may be levied for:-

Opening and closing the Schools
Any costs for additional cleaning
Heating and lighting costs

Activities might include - Meetings of youth organisations
Parents activities for sport or leisure
Adult education programmes
Education Officer meetings
Community non profit making activities
Private parties
Dances and dancing clubs
Church groups (including PCC meetings)
Adult non-sporting functions
Public meetings
Theatre, entertainers, puppet shows.

3. Letting Procedure

1. A hire agreement (Form Let1 Appendix 1) is to be completed prior to the letting. The form is to be signed by the Executive Headteacher, on behalf of the Governors, giving approval for the letting to take place.
2. The governors have adopted the standard Devon County Council account of hire. These terms form appendix 2 to this policy statement.
3. The premises must be opened and closed by a named key holder.
4. In the event of the premises being opened and closed by the school caretaker, then the current open/close rate will be added to the room charge.
5. The hirer is responsible for the movement and reinstatement of all furniture unless the caretaker is hired for this purpose.
6. The hirer is responsible for adhering to national and Federation guidance on COVID secure procedures.

Appendix 1

Carey Federation

Application for Hire of School Premises

Details of Hirer

Name of Organisation or Hirer _____

Name of Responsible Officer _____

Address of Hirer _____

_____ Post Code: _____

Position in Organisation _____

Contact Phone Number(s) _____

I wish to hire the premises as detailed below.

I have received a copy of the conditions of hire and I agree to abide by them.

I acknowledge that my attention has been drawn to the requirement of having suitable insurance cover.

Signature of Hirer: _____ Date: _____

Letting Agreed on behalf of the Governors by:

Name: _____ Designation: _____ Date: _____

**Hire
Details**

Room(s) Required	Date(s) Required	Time Required From - To	Number of Sessions Required	£Net Charge per Session	£Net for all Sessions	£VAT for all Sessions	£Gross for all Sessions
£Total							

**Office
Use**

Date Payment(s)
Received :-
Amount(s) Received
Receipt(s) / Invoice Numbers

Appendix 2.

Letting of Educational Premises and Grounds - Terms and Conditions of Hire

NB References in this form to Devon County 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 no 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, and personnel as required;

(h) compliance with the Food Safety Act and related legislation 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.

RESTRICTIONS

14. No nails, tacks, screws, nor 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.

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 governors or someone acting on their 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 school 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;

SAFEGUARDING

19. Where The Carey Federation's 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.

Policy Changes

February 2024 – no changes