



‘Spurring each other on with love’

Lettings Policy

2024-2025

ANNUAL

POLICY HISTORY (starting with the new cycle started in 2011)

Policy / Version Date	Summary of change	Governor adoption Date	Signed by the Chair	Next Review Date
1	Taken from previous policy and reviewed by JDC	November 2014		Autumn 2015
2	Reviewed by JDC and KC with safeguarding additions to model policy.	24 th November 2016	<i>A Codner</i>	Autumn 2017
3	Revisions made to forms for insurance purposes	9 th March 2017		Autumn 2017
4	Taken from previous policy – no changes made	16 th November 2017		Autumn 2018
5	Reviewed by JDC no changes made	15 November 2018		Autumn 2019
6	Devon model policy used – no changes made.	14 th November 2019		Autumn 2020
7	Cheque guarantee reference removed. No other changes.	11 th November 2020		Autumn 2021
8	Reviewed by HD no changes made	11 th November 2021		Autumn 2022
9	Deferred to FGBM for cost considerations and definition of statutory users.	13 th January 2022		Autumn 2022
10	Reviewed by HD no changes made	10 th November 2022		Autumn 2023
11	Review by HD, level of charges updated	9 th November 2023		Autumn 2024
12	No changes made	14 th November 2024		Autumn 2025

Adoption

The School Governors, at their meeting on 9th November 2023, adopted the Lettings Policy and the scale of charges set out below:-

Policy Objectives

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

- (i) that school 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 has reserved the right to determine those organisations additional to those who have already been so determined by the County Council, which may have designated status. The Governors will review this list each year in the Autumn Term for the purpose of deciding whether designated status is still appropriate. At other times of the year applications for designated status will be dealt with by the Governing Body on 'an as and when' basis.

Categories of Designated and Private User

The Governors have decided that, for the purpose of charging, there will be **2** categories of designated user.

These are:

A - School related

B - Church related

The Governors have decided that for the purpose of charging there will be **1** category of private user.

This is :

Private hire

Definitions of user groups

Statutory users: These users have the right to use a school backed by specific legislation. The only such use of schools is concerned with the use for elections – Council and National.

Usage laid down by statute will not be frequent but must be accommodated at a rate to recover costs e.g. polling station use for local or parliamentary elections. The charging of a rent is prohibited by law.

School related: Use of school premises by members of staff, Governors or the PFA for school related activities, such as Governors' meetings, PFA meetings, staff meetings, plays, concerts etc.

Church related: Use of school premises by members of the Church for church related activities, such as St Cecilia's Church, PCC meetings, social events etc.

Private hire: any other users of school premises

Conditions of Hire

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

Administration of Lettings

General

The Governors recognise that it would be impossible for them to personally 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 following persons: Headteacher and Business Manager.

Variations

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

Lettings Documentation

All formal hiring of the school's premises, including those for which no charge is made, shall be properly documented. All hirers **must** complete a lettings of hire agreement (Appendix Three) and are to receive a copy of the conditions of hire (Appendix One). 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 no more than cost;
- (iii) that private users will be charged on a cost plus an income margin for the school;
- (iv) that there will be parity of treatment for similar users;
- (v) that overall the cost of letting school facilities will be recovered from users.

For the purpose of charging, the Headteacher and Business Manager are 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. See Appendix Two for a quotation request form.

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

Discounts

These form part of the scale of charges (Appendix Four) 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.

Minimum charges and deposits

The minimum hire period will be two (2) hours.

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 school 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 Four.

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. Cheques are the acceptable form of payment. In all cases where cheques are paid over then an official receipt must be issued.

Extension of Credit

The Governors will allow the extension of credit to bona fide local organisations and individuals where they are satisfied that these are credit worthy. In all the 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 County Council 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 Headteacher and Business Manager 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.

Safeguarding and Security

Bickleigh Down CE Primary School is committed to safeguarding children, and therefore it will be requested that any groups working with children or vulnerable adults ensure they have completed the appropriate DBS checks. The hirer is expected to manage the suspension of adults where necessary from the school premises.

When considering a letting, the school will take the Prevent Duty into account prior to any agreement being made.

The Governors will not normally insist upon continuous caretaking presence. However, they reserve the right and delegated power to the Headteacher to insist upon caretaking presence

where in their view the nature of the hiring may leave the school vulnerable to theft or damage. Charges for this will be added to the Lettings fee. Only named key holders may operate the security system to the school and school site. Keys must not be passed to any other person without the direct permission of the school. If an organisation letting the premises requests a key code for access and this is approved by the headteacher, they will sign a confidentiality agreement (Appendix Five).

Any visitor/organisation letting the premises requesting use of the wi-fi will sign the acceptable use policy (Appendix Six).

All visitors to the school are expected to observe the school's safeguarding and health and safety regulations.

Review of Policy

The Governors will review the policy each year in the Autumn term and the scale of hire charges for the forthcoming year will also be reviewed and updated. Any changes to the scale of hire charges will be implemented from 1 January.

DEVON COUNTY COUNCIL - EDUCATION DEPARTMENT

Letting of Educational Premises and Grounds

Terms of contract comprised in undermentioned conditions and hire form

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.

Furniture and Equipment

7 The hirer's use of the hired premises shall be deemed to include the use of chairs and tables only.

8 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.

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

Kitchen Facilities

10 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.

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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

11 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.

12 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.

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

14 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.

15 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, 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.

16 Except in so far as the Unfair Contract Terms Act, 1977 (or any statutory modification or re-enactment of it) otherwise requires, neither the Council nor Governors 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 Council 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

17 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.

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

19 The hirer shall indemnify the Council against any infringement of copyright which may occur during the hiring.

General

20 The right of entry to the hired premises at any time during the hiring is reserved for authorised officers and employees of the Council and the head of the establishment or a person authorised by him/her.

21 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.

22 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.

23 Any notice or necessary action required in respect of this hiring may be undertaken by:

(a) a representative of the Governors.



Bickleigh Down CE (Aided) Primary School

QUOTATION FOR LETTINGS (Appendix Two)

Please consider an application from to hire school premises on the dates and times as listed below:-

<u>DATE/S</u>	<u>TIMES</u>	<u>PURPOSE OF LETTING</u>	<u>ROOM/EQUIPMENT REQUIRED</u>

For office use only (copy to be returned to Hirer once completed by School)

<u>Dates</u>	<u>Charges</u>	<u>Comments</u>

Payment to be made by Cheques to be made payable to "Devon County Council".

<u>Invoice raised</u>	<u>Payment received</u>	<u>Receipt/Banked</u>



Application for Hire of School Premises (Bickleigh Down CE Primary School)

Details of Hirer

Name of Organisation or Hirer _____

Name of Responsible Person _____

Address of Hirer _____

_____ Post Code: _____

Position in Organisation _____

Contact Phone Number(s) _____

I wish to hire the premises as detailed in the attached quotation.

I have received a copy of the Lettings Policy and I agree to abide by its contents.

I understand that Bickleigh Down CE Primary School is committed to safeguarding children and vulnerable adults and the need to ensure appropriate DBS checks have been carried out if working with such groups in the course of this letting.

I agree to pay all charges which may be due.

I confirm that we have public liability insurance cover of £5M for the purposes of this hire. A copy of the insurance certificate is provided with the hire application form.

* I can confirm that the use of the premises will not include the playing of pre recorded music:

YES/NO (please circle as appropriate).

NB: If you have circled no, under the terms of clause 17 and 19 of the DCC Account of Hire (Appendix 1), you are required to provide a copy of the Phonographic Performance Licence to authorise the usage of pre recorded music before this letting can be approved.

Signature of Hirer: _____ Date: _____

Letting Agreed on behalf of the Governors by:

Name: _____ Designation: _____ Date: _____

<i>Office Use:</i>	<i>Quotation Ref:</i>
<i>Total Charge</i>	<i>Caretaker Advised</i>
<i>Receipt No.</i>	<i>Payment Date</i>



Bickleigh Down CE Primary School

Appendix Four

SCALE OF CHARGES

The governors have determined that there should be set charges, one for designated users and one for private users.

The hirer's use of the premises shall be deemed to include the use of tables and chairs. The use of other furniture and equipment will be subject to negotiation and may be subject to an additional charge. Each application will be considered on its merits.

There is a minimum charge of two (2) hours.

CHARGES - per designated area of the School Building

Designated Users 'A' (School)	No charge
Designated Users 'B' and Statutory Use:-	£9.00 per hour (or part thereof)
Private Users: -	£15 per hour (or part thereof)

CHARGES - GROUNDS

Designated Users	No Charge
Private Users: -	£8.00 per hour (or part thereof)

DISCOUNTS

Not applicable.

CANCELLATION CHARGES

To be decided by the Governing Body on an individual request basis depending on notice given and will be no more than full cost of the letting in question.



Key Code Access Agreement

This agreement is made between Bickleigh Down CE (Aided) Primary School and

.....

Purpose of Access:

The organisation is requesting access to the school premises via a key code for the purpose of

.....

Terms of Access:

By signing this agreement, the organisation agrees to the following:

Confidentiality:

The key code provided is confidential and must not be shared with any individual not directly authorised by the Headteacher. The organisation agrees to take all reasonable steps to protect the confidentiality of the code.

Use of Premises:

Access is granted solely for the purpose stated above. Any other use of the premises is strictly prohibited unless further written approval is obtained.

Security and Responsibility:

The organisation is responsible for ensuring the premises are secure upon exit, including locking doors and turning off lights and equipment as appropriate.

Code Changes:

The school reserves the right to change the key code at any time. The organisation will be notified of any changes as necessary.

Termination of Access:

The Headteacher may revoke access at any time if the terms of this agreement are breached or if deemed necessary for safeguarding or operational reasons.

Organisation Representative:

Name:.....Position:

Signature: Date:

Approval - access has been approved by the Headteacher

Name:.....Signature:.....Date:



‘Spurring each other on with love’

Staff, Volunteer and Visitor (including Lettings) Acceptable Use Policy Agreement School Policy

New technologies have become integral to the lives of children and young people in today’s society, both within schools and in their lives outside school. The internet and other digital information and communications technologies are powerful tools, which open up new opportunities for everyone. These technologies can stimulate discussion, promote creativity and stimulate awareness of context to promote effective learning. They also bring opportunities for staff to be more creative and productive in their work. All users should have an entitlement to safe access to the internet and digital technologies at all times.

This acceptable use policy is intended to ensure:

- that staff and volunteers will be responsible users and stay safe while using the internet and other communications technologies for educational, personal and recreational use.
- that school systems and users are protected from accidental or deliberate misuse that could put the security of the systems and users at risk.
- that staff are protected from potential risk in their use of technology in their everyday work.

The school will try to ensure that staff and volunteers will have good access to digital technology to enhance their work, to enhance learning opportunities for pupils learning and will, in return, expect staff and volunteers to agree to be responsible users.

Acceptable Use Policy Agreement

I understand that I must use school systems in a responsible way, to ensure that there is no risk to my safety or to the safety and security of the systems and other users. I recognise the value of the use of digital technology for enhancing learning and will ensure that pupils receive opportunities to gain from the use of digital technology. I will, where possible, educate the young people in my care in the safe use of digital technology and embed online safety in my work with young people.

For my professional and personal safety:

- I understand that the school will monitor my use of the school digital technology and communications systems.

- I understand that the rules set out in this agreement also apply to use of these technologies (e.g. laptops, email, VLE etc.) out of school, and to the transfer of personal data (digital or paper based) out of school
- I understand that the school digital technology systems are primarily intended for educational use and that I will only use the systems for personal or recreational use within the policies and rules set down by the school.
- I will not disclose my username or password to anyone else, nor will I try to use any other person's username and password. I understand that I should not write down or store a password where it is possible that someone may steal it.
- I will immediately report any illegal, inappropriate or harmful material or incident, I become aware of, to the appropriate person.

I will be professional in my communications and actions when using school systems:

- I will not access, copy, remove or otherwise alter any other user's files, without their express permission.
- I will communicate with others in a professional manner, I will not use aggressive or inappropriate language and I appreciate that others may have different opinions.
- I will ensure that when I take and/or publish images of others I will do so with their permission and in accordance with the school's policy on the use of digital/video images. I will not use my personal equipment to record these images, unless I have permission to do so. Where these images are published (e.g. on the school website/VLE) it will not be possible to identify by name, or other personal information, those who are featured.
- I will only use social networking sites in school in accordance with the school's policies.
- I will only communicate with pupils and parents/carers using official school systems. Any such communication will be professional in tone and manner.
- I will not engage in any on-line activity that may compromise my professional responsibilities.

The school and the local authority have the responsibility to provide safe and secure access to technologies and ensure the smooth running of the school:

- When I use my mobile devices in school, I will follow the rules set out in this agreement, in the same way as if I was using school equipment. I will also follow any additional rules set by the school about such use. I will ensure that any such devices are protected by up to date anti-virus software and are free from viruses.
- I will not use personal email addresses on the school ICT systems.
- I will not open any hyperlinks in emails or any attachments to emails, unless the source is known and trusted, or if I have any concerns about the validity of the email (due to the risk of the attachment containing viruses or other harmful programmes)
- I will ensure that my data is regularly backed up, in accordance with relevant school policies.

- I will not try to upload, download or access any materials which are illegal (child sexual abuse images, criminally racist material, terrorist or extremist material, adult pornography covered by the Obscene Publications Act) or inappropriate or may cause harm or distress to others. I will not try to use any programmes or software that might allow me to bypass the filtering/security systems in place to prevent access to such materials.
- I will not try (unless I have permission) to make large downloads or uploads that might take up internet capacity and prevent other users from being able to carry out their work.
- I will not install or attempt to install programmes of any type on a machine, or store programmes on a computer, nor will I try to alter computer settings, unless this is allowed in school policies.
- I will not disable or cause any damage to school equipment, or the equipment belonging to others.
- I will only transport, hold, disclose or share personal information about myself or others, as outlined in the School Personal Data Policy (or other relevant policy). Where digital personal data is transferred outside the secure local network, it must be encrypted. Paper based documents containing personal data must be held in lockable storage.
- I understand that data protection policy requires that any staff or pupil data to which I have access, will be kept private and confidential, except when it is deemed necessary that I am required by law or by school policy to disclose such information to an appropriate authority.
- I will immediately report any damage or faults involving equipment or software, however this may have happened.

When using the internet in my professional capacity or for school sanctioned personal use:

- I will ensure that I have permission to use the original work of others in my own work
- Where work is protected by copyright, I will not download or distribute copies (including music and videos).

I understand that I am responsible for my actions in and out of the school:

- I understand that this acceptable use policy applies not only to my work and use of school digital technology equipment in school but also applies to my use of school systems and equipment off the premises and my use of personal equipment on the premises or in situations related to my employment by the school.
- I understand that if I fail to comply with this acceptable use agreement, I could be subject to disciplinary action. This could include a warning, a suspension, referral to Governors and/or the Local Authority and in the event of illegal activities the involvement of the police.

I have read and understand the above and agree to use the school digital technology systems (both in and out of school) and my own devices (in school and when carrying out communications related to the school) within these guidelines.

Staff/Volunteer/Visitor Name:

Signed: Date: