Cedar Tree Federation

LETTINGS POLICY

Approved: 8th July 2025

Next Review: December 2026

LETTINGS GUIDANCE – DEVON COUNTY COUNCIL

Rationale:

- The school premises represent an immense capital investment and should be fully utilised;
- They are a valuable community resource and as such every reasonable effort should be made to enable them to be used as much as possible;
- Educational usage of educational premises constitutes a natural priority;
- The school's delegated budget (which is provided for the education of its pupils) should not be used to subsidise lettings by community or commercial organisations;
- Profit margins will be welcome when derived from private or commercial usage but is not the objective when facilitating educational activity. All charges must at least cover costs.

Definition of a letting:

A letting may be defined as '*any use of the school premises (buildings and grounds) by either a community group (such as a local choir or cubs/brownies), or a commercial organisation (such as a local branch of Weight Watchers)'.* A letting must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

Use of premises for activities such as staff meetings, parents' meetings, governing board meetings and extra-curricular activities of pupils supervised by school staff, fall within the corporate life of the school. Costs arising from these uses are therefore, a legitimate charge against the school's delegated budget.

Priority Usage:

The County Council has defined three bands of users:

- **Statutory** – usage laid down by statute will not be frequent but must be accommodated, at a rate to recover costs. The charging of a rent is prohibited by law. This could include use of school premises for election purposes as a polling station.
    - In an election, the Returning Officer for the District Council has the power in law to requisition any public buildings/premises they want for use as a polling station, including schools and while he/she will look for alternative facilities. However, these are not always available (e.g. village halls or community rooms). Schools and public buildings have been chosen in the past precisely because they are an accessible, central, focal part of the community. Schools will be made aware of the need to use their facilities in good time. Where only part of a School is used for an election it is up

to the Headteacher to decide whether or not to close the whole School for operational or security reasons.

- In this event it is important the safety of pupils is not compromised and therefore the Head Teacher must carry out a risk assessment aimed at identifying control measures suitable to protect pupils. If you require any further guidance or assistance in drawing up a suitable risk assessment, please contact the Devon Health and Safety Services – Tel: 01392 382027.

- Candidates at parliamentary or local government elections are also entitled to the use of premises in a schools or other community meeting rooms, at reasonable times. This applies to any community, foundation or voluntary school in the electoral ward for which the candidate is standing (or an adjacent area, if no venues are available). At a Local Election, meetings must be for the purpose of holding public meetings to promote or procure the giving of votes in the forthcoming election only. However, candidates may only exercise these entitlements from the day the notice of election is published to the day proceeding the day of the actual election. This does not mean that candidates are entitled to the use of a room in school premises during the hours it is being used for educational purposes or the use of a meeting room that has already been booked under a prior arrangement. While candidates are entitled to use the facility (room) free of charge, they must meet the costs of preparing, heating, lighting and cleaning and restoring it to its usual condition after the meeting. You should be able to add to that the cost of any additional security involved as any meeting must be open to the public. Candidates must pay for any damage to the room or premises.
- **Designated** – these users 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 governors to recover the costs of providing facilities. Schools designate these users themselves, please refer to model policy for more information.
- **Private** – charges will be set and priority accorded within the governors' local lettings policy.

Local Lettings Policy:

The governing board is responsible for adopting a lettings policy for the use of the school premises. A draft outline policy is provided in Appendix One for schools to personalise. The policy should be reviewed annually.

Organisations seeking to hire the school premises should approach the Head of School**,** who will identify their requirements and clarify the facilities available. A lettings form should be completed at this stage.

Appendix 1

Cedar Tree Federation
LETTINGS POLICY

Adoption

The school governors at their meeting on 8th July 2025 adopted this 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 of education premises constitutes a natural priority;

(iv) that a profit margin would be welcome when derived from private or commercial usage but is 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 guidance.

Statutory – usage laid down by statute will not be frequent but must be accommodated, at a rate to recover costs. The charging of a rent is prohibited by law. This could include use of school premises for election purposes as a polling station.

Applications for Designated Status

The governing board has delegated their power to determine designated status to the Executive Headteacher and Executive School Business Manager who will exercise discretion on their behalf and determine applications. The outcome of such decisions shall be matter of report to the governing board each term. The Executive School Business Manager will arrange for a list of approved organisations to be maintained. This does not preclude the Executive School Business Manager from referring sensitive applications to the Executive Headteacher and consequently, the full governing board at their discretion.

Conditions of Hire

The governors have adopted the standard Devon County Council account of hire. These terms form Appendix Two 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 wishing to make use of the school premises. Accordingly they have delegated the authority to accept applications for hire to the following persons: Executive Headteacher and the Executive School 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 governor's published charging policy.

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 a letting or hire agreement and are to receive a copy of the conditions of hire. 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 and includes:

- Use of premises for polling stations or political meetings when an election (local or parliamentary) has been declared;
- Official meetings of the Parish or Parochial Church Councils;
- Any other statutory purpose which may arise.

(ii) that designated users will be charged no more than cost and includes the school's own activities, including:

- School meetings (Governors, PTFA, staff);
- Curriculum activities (plays, concerts, etc.);
- Fund-raising activities for school funds.

The Governors are aware that these activities can still incur costs for them and includes Community Education programmed activities, such as:

- Adult Education programmes, sponsored by the County Council and partner voluntary organisations;
- Youth Service programmes, sponsored by the County Council and partner voluntary organisations;
- County Council sponsored community work;
- Community Education staff meetings;
- Community Education staff training courses.

Other community activities also include:

- Approved playgroups and recognised play schemes;
- The Duke of Edinburgh's Award Scheme;
- Non-profit making sports courses for school age children;
- Other local groups deemed by the Governors to fall into this categorisation.

Usage by the Education Department for its purposes other than those already specified above.

(iii) that private users will be charged on a cost plus an income margin for the school;

The Governors (or Executive Headteacher and Executive School Business Manager) will **use their discretion when making charges** and give due regard to ongoing

groups or those of service locally (e.g. charitable groups, exhibitions, associations, meetings furthering public health or social education) and consider applications for commercial usage such as wedding receptions or conferences and **make appropriate charges in accordance with their requirements**.

Usage by other County Council departments for their own courses, business needs or in furtherance of the democratic process should be given priority but can be **charged at the standard rate**.

The Governing body have 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 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.

(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 Executive Headteacher and/or Executive School 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.

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

Discounts

These form part of the scale of charges (Appendix 3) 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.

The following are subject to VAT at the standard 20% rate:

- The letting of sports facilities (e.g. a gym) for the purposes of sport.
- Lettings, where the main aim is the use of equipment provided in the room (such as IT equipment) rather than the room itself.
- Lettings for the purpose of storage.
- The let of a commercial property / room which has been opted to tax.

In addition, the lease of sports facilities by an eligible body (e.g. DCC) for more than 24 hours or for a series of 10 or more sports sessions booked and paid for as a single contract are exempt from VAT. The lease of sports facilities for a non-sports purpose are also exempt from VAT.

Insurance

The school must ensure that the Hirer has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. The minimum limit for this insurance cover is £5 million. The hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.

Minimum charges and deposits

The minimum hire period will be **two** 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 3.

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 for one-off hirers. For any new hirers, invoices will be raised on a monthly basis in arrears for an initial 12 month period. Following the initial 12 month period for any new hirers and for any existing users, that hire out premises on a regular weekly or multiple evenings per week, hirers of the school will be issued an invoice each half term in arrears. In all cases where cash or 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. 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 Executive Headteacher and the Executive School 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.

Security

The governors will not normally insist upon continuous caretaking presence. However, they reserve the right and delegate power to the Executive Headteacher to insist upon caretaking presence where in his/her view the nature of the hiring may leave the school vulnerable to theft or damage.

Review of Policy

The governors will review the policy each year in the month of July and the scale of hire charges for the forthcoming year will also be reviewed and updated.

Appendix Two

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

5. 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.

6. 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.

7. 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

8. 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

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

10. 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.

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

KITCHEN FACILITIES

12. 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

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

(a) taking all measurers 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.

14. 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

15. 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.

16. 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.

17. 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.

18. 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

19. 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

20. Where **Cedar Tree Federation** 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 (that includes PREVENT) at the time of booking. In line with obligations under the PREVENT strategy the school will need to confirm the purpose of the hire as bookings cannot be accepted from any individual or organisation who may have links with extremist groups.

KEYS

21. Where it has been agreed that the **Cedar Tree Federation** premises are to be hired, and it has been agreed that no assistance is required by a user to open/close the premises before or after use. The user will be required to sign and date the 'Building Key Sign Out Sheet'.

REGULAR LETTINGS

22. Along with public liability, safeguarding policy, name of safeguarding lead, qualification and training, we will also require a copy of:

- Fire / lockdown policy and procedures
- GDPR policy and how/when the group shares its information

Approved: 8th July 2025

Next Review: July 2026

Revised:
14th October 2024 (sections 20, 21 and 22)
8th July 2025 (sections appendix 3 scale of charges)

Letting and hire application form

SCHOOL NAME:

APPLICATION for HIRE of SCHOOL PREMISES AND/OR GROUNDS

DETAILS OF HIRER

Name of Organisation or Hirer …….

Name of Responsible Officer ……..

Address of Hirer ……

…….Post Code ……..

Position in Organisation ……..…….

Contact Phone Number(s) ……..……

Purpose of Hire ……

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

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

□ I agree to pay all charges that may be due.

□ I acknowledge that my attention has been drawn to the requirement of having at least £5m of insurance cover for Public Liability.

□ I acknowledge that my attention has been drawn to the requirement to comply with the school's safeguarding requirements.

□ I can confirm that the use of the premises will not include the playing of pre-recorded music. Yes/No* (Please circle as appropriate)

*** If you have circled No, under the terms of clause 17 of the lettings policy, 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. Room/Area required**

Date/s Required	Time/s Required (From/To)

Appendix Three

Scale of charges

[The lettings charge may include energy costs, including heating in the winter months, administration, associated caretaking/cleaning costs, security, any hire of equipment incidental to the hire and profit for private user hire.]

Schools should identify their own scale of charges, taking into account the costs involved in the let and whether the hirer is a statutory, designated or private user.

Calculation of cost of a basic letting	**Monday – Friday 7am to 8pm (Term Time Only) One hour charge**	**Outside of School Opening Hours Hourly Charge**
Cost of opening and closing	£25.00*	£30.00*
Cleaning costs	£25.00**	£30.00**
Cost of energy (hourly fee)	£5.77	£5.77
Administration costs (flat fee per booking)	£25.00	£25.00
% for wear and tear (hourly fee)	£3.15	£3.15
Other identified costs	n/a	n/a
Hourly charge to cover costs	£58.92	£63.92
2 hour charge	£67.84	£72.84
4 hour charge	£85.68	£90.68
Use of Equipment	Cost upon request	Cost upon request
Hourly charge to cover costs including equipment use		
Add on school margin (profit)	£5.89	£6.39
2 hour charge	£6.78	£7.28
4 hour charge	£8.57	£9.07
Hourly charge for private hirers	£64.81	£70.31
2 hour charge	£74.62	£80.12
4 hour charge	£94.25	£99.75

*this charge includes caretaking

**room must be left as found, with all items tidied away. If this does not occur an additional caretaking/cleaning fee will be applied per session