



**TITLE: LETTINGS POLICY**

**MODEL POLICY STATEMENT**

This is **not** a Dartmoor Multi Academy Trust model policy

<b>Policy Owner:</b>	<b>Principal</b>	<b>Review period:</b>	<b>Biennial</b>
<b>Last Review:</b>	<b>November 2019</b>	<b>Approving Committee:</b>	<b>FGB 11.12.2019</b>
<b>Next Review:</b>	<b>Autumn term 2021</b>	<b>Latest FGB adoption:</b>	<b>11. 12. 2019</b>

**Public Sector Equality Duty**

This policy is written with due regard for the public sector equality duty that is placed on all schools. Tavistock College will make reasonable adjustments for members of the school community with SEND and protected characteristics and guard against discriminatory practices and victimisation to ensure no-one is treated unfairly.

**RATIONALE**



All formal hiring of the College's premises, including sporting facilities, shall be properly documented. All hirers **must** complete Lettings Hire Agreement and are to receive a copy of the Conditions of Hire. The hire agreement is a contract which the Governing Body may enforce at law.

## **TERMS AND CONDITIONS OF HIRE**

### **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 here under with the signatory.
2. The fee payable for the hiring shall be calculated in accordance with the scale of charges published by the Academy/Sports Centre. The Academy /Sports Centre reserve the right to alter or revise these charges at any time.
3. The fee for hiring shall be paid in advance and within 30 days of the date of the invoice. The hiring shall stand confirmed subject to the provision of condition 4.

### **CANCELLATION**

4. The Academy/Sports Centre 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 Academy/Sports Centre 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 Academy/Sports Centre 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 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 Academy/Sports Centre 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 Academy/Sports Centre will refund to the hirer all charges made by them and already paid by the hirer. Neither the Academy nor Sports Centre shall be liable to pay any compensation for any loss incurred by the hirer.

### **FURNITURE AND EQUIPMENT**

7. The hirer's use of the hired premises shall be deemed to include the use of chairs, tables and sporting equipment required for the sessions.



8. The arrangement of furniture and/or the use of additional furniture or equipment will require the specific approval of the Academy/Sports Centre.
9. Where additional equipment is required by the hirer this will be subject to an additional charge.

#### **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 Academy/Sports Centre who will have consulted the Catering Department to arrange for such use at all times to be supervised adequately.
11. 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.

#### **ALL OTHER FACILITIES**

12. Booking slots run from the hour for 55 minutes, leaving 5 minutes for a change over period. The last time slots of the day or evening will run to 55 minutes past the hour.
13. Booking time is inclusive of the start-up and de-rigging of equipment. You must not commence an event / play until your booking time.
14. Youths under the age of 18 will not be granted access to an activity area without the appropriate level of supervision. Youths must be supervised at all times.
15. Appropriate clothing must be worn by instructors / coaches and participants.
16. **No boots with blades or metal studs is to be worn on the 3G AWP. Moulded studs and trainers are permitted.**

#### **HEALTH, SAFETY AND CONDITION OF PREMISES**

17. 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 Academy/Sports Centre's 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
- (i) Carry out a visual Risk Assessment of the facility they are using

**18.** 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.

**19.**

- (a) No nails, tacks, screws, or other like objects shall not be driven into any part of the hired premises nor shall any placards, decorations or other articles be fixed.
- (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 Academy/Sports Centre. Electrical apparatus must be switched off after use and plugs removed from sockets.

**20.** The hirer shall not permit or suffer any damage to be done to the hired premises or any furniture or equipment there in and shall make good to the satisfaction of the Academy/Sports Centre and pay for any damage (including accidental damage) caused by any act or neglect by himself or his participants.

**21.** It is understood and agreed that the Academy/Sports Centre 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.

**22.** Except in so far as the Unfair Contract Terms Act, 1977 (or any statutory modification or re-enactment of it) otherwise requires, neither the Academy nor Sports Centre acting on its behalf will be responsible or liable in any way whatsoever or to any person whatsoever 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 cover the Academy/Sports Centre 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

- 23. 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 Academy/Sports Centre, 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 Academy/Sports Centre.
- 24. The hired premises shall not be used for any betting, gaming or gambling.

## GENERAL

- 25. The right of entry to the hired premises at any time during the hiring is reserved for any employees of the Academy/Sports Centre and the head of the establishment or a person authorised by him/her.
- 26. The hirer and his participants during the hiring and during such other times they are on the hired premises will comply with all reasonable requirements of the Sports Centre staff or caretakers of the hired premises.
- 27. Code of Conduct – The organisation or hirer shall ensure that all representatives of their group act in an appropriate and considerate manner at all times to other users and staff. Any infringement upon this will result in action being taken against the organisation or hirer.
- 28. The hirer acknowledges that they are aware of the advisability of having suitable insurance cover, if they are not part of an organisation or club and that first aid requirements are the responsibility of the hirer.
- 29. 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 be cancelled, the charges forfeited and the hirer and sub-hirer excluded from the hired premises.



## **Application for Hire of School Premises**

**Please note that smoking is not permitted anywhere on the Tavistock College site**

### **Details of Hirer**

Name of organisation or hirer:

Address of organisation or hirer:

Invoice address (if different from above):

Name of contact:



Position in organisation:

Contact Phone Number(s) & Email address:

Email address for invoicing (if different from above):

I wish to hire the premises as detailed in the attached booking form for the purpose of:

I am aware that the person in charge of this activity must be over 18 years of age and must not be engaged in any duties which will prevent him/her from exercising supervisory duties. In relation to this activity, the person in charge must have a record of all persons on site and be on the premises for the whole time of the activity, and during that time there will be sufficient persons on duty.

***Safeguarding children: where children or young people under the age of 18 will be taking part in an activity for which a charge is made, the hiring organisation must satisfy the requirements as laid down in section 17 of the terms and conditions of hire.***

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

I agree to pay all charges which may be due.

I acknowledge that I am aware of the advisability of having suitable insurance cover and that first aid requirements are the responsibility of the hirer.

Signature of Hirer:

Date:

## OFFICE USE ONLY

Letting Agreed on behalf of the Academy/Sports Centre by:

Signature:

Date:

## TAVISTOCK COLLEGE / SPORTS CENTRE BOOKING FORM

**FACILITIES REQUIRED** *(please circle/delete appropriately)*

Sports Centre rooms

Sports Hall	3G AWP	Athletics Track
Dance Studio	Gymnasium	Tennis Courts



PE classroom	Multi-Use room	
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College rooms

DR3 Sixth Form	Innovation Room	Language Room
Main Hall	Music Room	Octagon
Refectory	Grass field	Athletics Track

Date(s) of booking (*exclude dates not required*):

Start/End time:

We have a vetting procedure to ensure that only professional and responsible clubs, coaches and instructors use the premises. If you are unable to provide any of the necessary documentation required your booking will not be accepted.

**ADDITIONAL REQUIREMENTS** (*you will need to provide evidence of the following*)

Club insurance and constitution, instructor(s) and coaches qualifications\*, DBS disclosure form(s)\*, first aid certificates(s)\*

*\*required for all instructors and coaches*

**DATES OF CLOSURE**

- Thursday 26th September 2019 - Open Evening
- Wednesday 09th October 2019 - Goose Fair
- Friday 06th December 2019 - Dickensian Evening
- Tuesday 24th December 2019 – Closed
- Wednesday 25th December 2019 - Christmas Day
- Thursday 26th December 2019 - Boxing Day
- Friday 27th December 2019 – Closed
- Tuesday 31st December 2019 - New Year's Eve
- Wednesday 01st January 2020 - New Year's Day
- Friday 10th April 2020 - Good Friday
- Sunday 12th April 2020 - Easter Sunday
- Monday 13th April 2020 - Easter Monday
- Friday 08th May 2020 - Bank Holiday
- Monday 25th May 2020 - Bank Holiday
- Monday 31st August 2020 - Bank Holiday

**Please note these are Sports Centre closure dates.**

**College rooms are unavailable on weekends (only available on special request) and fully closed from Saturday 21<sup>st</sup> December 2019 until Sunday 05<sup>th</sup> January 2020.**



### NOTES

- For weekday lettings, all activities should be ended and college rooms **(ONLY)**/grounds vacated by 21:00 hours or additional cost may be incurred by the hirer.
- Please advise if you require a special seating/room arrangement – there may be a charge for this additional service.
- Where hirers wish to use their own electrical equipment, hirers will have to present PAT certification or pay for our staff to test (48 hours' notice needed).
- Please note that, in the case of returnable deposits, the amount paid may not cover full amount of damage, in which case a further charge to the hirer may be made.
- All prices are quoted net of VAT.

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### OFFICE USE ONLY

Room/area/equipment	Charge	Caretaker No. Hrs	Cleaning No. Hrs	TOTAL

<b>HIRE CHARGE £</b>	Note: VAT is chargeable for <ul style="list-style-type: none"> <li>• specialist lets (e.g. ICT suite, additional equipment)</li> <li>• sports lettings unless a block booking of 10 or more lets at a time</li> <li>• separate catering and caretaking charges</li> </ul>
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