



# Launceston College

*A Multi Academy Trust*

## Lettings policy

<b>Adopted on</b>	<b>27 September 2021</b>
<b>Ratified by</b>	<b>Finance &amp; assets committee</b>
<b>Status</b>	<b>Ratified</b>
<b>Review period</b>	<b>Annually</b>
<b>Review date</b>	<b>September 2022</b>

## **INTRODUCTION**

The Trustees regard the Launceston Multi Academy Trust (“Trust”) buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible. However, the overriding aim of the Trustees is to support the Trust in providing the best possible education for its students. Any lettings of the premises to outside organisations will therefore be considered with this in mind.

The Trust’s delegated budget will not be used to subsidise any lettings by private or commercial organisations (see ‘Categories of User’ below for the definitions of these users). A charge will be levied to meet the additional costs incurred by the Trust in respect of any lettings of the premises. As a minimum, the *actual cost* to the Trust of any use of the premises by an outside organisation will be reimbursed to the Trust’s budget.

Community use of the College will be subject to the Trust’s Complaints Policy and procedures.

## **OBJECTIVES**

In adopting this procedure, the Trustees have had regard for the County’s Lettings Policy and recognise the principles therein, namely that:

- The Trust’s premises represent a significant capital investment and should be fully utilised where possible;
- They are a valuable community resource;
- Educational usage of educational premises constitutes a natural priority;
- A profit margin would be welcome when derived from private or commercial usage, but is not the objective when facilitating educational activity by Priority Users;
- In vetting the suitability of lettings, the Trustees retain the right to refuse applications for hire of the premises at their sole discretion;
- Hirers will not be permitted to sub-let the premises; and
- All lettings must enable the normal organisation of the College during the College day to take place (i.e. from 8am until 4pm) and will not take preference over the use of the premises by the College after 4pm on normal College days nor during non-College days. Where lettings have been booked and there is a subsequent unavoidable need for College use, the letting may have to be cancelled, but this will be at no financial loss to the hirer.

## **CATEGORIES OF USER**

The Trust has adopted the following categories of “Priority User”:

- Statutory users;
- Private - Lifelong Learning courses and programmed activities;
- Private - community users;
- Private - other users; and
- Private - commercial users.

## **CONDITIONS OF HIRE**

The Trustees have agreed standard form terms and conditions of hire as set out in Appendix 1 (“Terms and Conditions of Hire”). These are issued to all hirers at the time of the booking. Health, Safety and the Condition of the premises form part of these conditions (see sections 8-24 in the Terms and Conditions of Hire) and these also incorporate the Trust’s Fire and Emergency procedures.

## **INSURANCE**

Groups and organisations are responsible for their own public liability insurance and are required to take out the appropriate public liability insurance to cover all their legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired). This cover must also extend to include loss or damage to Trust’s premises, arising out of the letting. The minimum limit for this insurance cover is £5 million. *Evidence of the appropriate cover will be required by the Trust in advance of any hiring and will be subject to annual review.*

Individual hirers will be covered by the Trust’s public liability insurance.

The hirer must agree to indemnify the Trust in respect of any claims for injury to persons, or loss of or damage to property, arising out of the letting of the Trust's premises, except where such loss, damage or injury arises as the direct result of negligence on the part of the Trust, their servants or agents.

## **ADMINISTRATION OF LETTINGS**

### **General**

The Trustees recognise that it would be impossible for them to personally vet every applicant who wishes to make use of the Trust's premises. Accordingly, the Trust has delegated the authority to accept applications for hire to the following persons: Lettings Assistants, Catering and Lettings Manager and the Principal of each setting.

### **Variations**

No member of staff is permitted to vary the terms and conditions pursuant to which the Trust's premises are hired, whether to individuals or organisations, or to deviate from the Trust's published charging policy.

### **Lettings Documentation**

All formal hiring of the Trust's premises, including those for which no charge is made, shall be properly documented. All hirers **must** complete all questions on the school hire booking system and tick to confirm they have read the Terms and Conditions of Hire. The hire agreement is a contract which the Trust may enforce at law, if required.

### **Scale of Charges**

In arriving at their scale of charges, the Trustees have followed the following principles:

- Statutory users will be charged an amount commensurate with estimated cost recovery;
- There will be no charge for official Trust bookings;
- Private users will be charged an estimated cost plus a profit margin for the Trust, in line with the scale of charges;
- The estimated overall cost of letting Trust facilities will be recovered from users; and
- Use of the premises for activities such as staff meetings, parents' meetings, Trustee meetings and extra-curricular activities of students supervised by Trust staff. Costs arising from these users are therefore a legitimate charge against the Trust's delegated budget and will be budgeted for accordingly.

For the purpose of charging, the Trustees have the delegated power to determine to which group any particular individual or organisation belongs. The respective Principal and the Catering and Lettings Manager may determine this on the Trustee's behalf. The basis of charging will be determined by the purpose for which each individual letting activity is arranged.

The charges levied may cover the following costs (if applicable):

- locking and unlocking;
- services (including heating and lighting);
- staffing (including any additional security, caretaking and cleaning, as required) including "on-costs";
- administration;
- a provision for "wear and tear", together with a fee for use of Trust equipment and a provision for profit.

Where there are multiple lettings taking place at the same time, the costs for services and basic staffing will normally be shared between the hirers involved. (This is reflected in the hourly rates.)

If, as a result of a hiring that attracts charges, additional cleaning and caretaking is required, the costs of this will be invoiced to the hirer in arrears.

### **Discounts**

The Trustees have agreed that there will be no discounted charges, other than exceptional items.

### **Value Added Tax**

The Trustees are constrained by law to apply VAT to all transactions at the appropriate rate. (See VAT Rules for Lettings for details of how VAT is calculated, APPENDIX 2.)

**Minimum charges and deposits**

The minimum hire period will be one (1) hour. Any bookings for less than one (1) hour will be charged for one (1) hour.

The Trustees 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 additional costs for cleaning, caretaking or other expenses to be incurred.

For Large Bookings the Trustees reserve the right to require a 50% deposit on confirmation of booking which is non-refundable **and** full payment 7 days before the event. The Catering and Lettings Manager may determine this on the Trustees' behalf.

**Cancellations**

In the event of cancellation of a letting by the Hirer within seven (7) days of the date of such letting, the Trustees will seek to recover any cost incurred by the Trust which is unavoidable and results directly from the cancellation of that letting including, but not limited to, an administration fee of 10% of the hire charge.

**Payment methods**

The Trustees are mindful of their responsibilities in safeguarding the Trust from bad debt. Therefore, payment is taken in advance of the booking. Debit/credit card payments will be taken via the SchoolHire website [www.schoolhire.co.uk](http://www.schoolhire.co.uk) . BACS payments will also be acceptable.

In all cases where cash or cheques are paid over an official receipt will be issued. If a cheque fails to be cleared by the bank, the Trust will seek to recover the cost from the hirer and will include a charge of £10 to cover bank fees.

**Extension of credit**

The Trustees have agreed not to allow the extension of credit in any circumstances. However, in the case of a long-term letting (i.e. ten or more sessions), the Trustees may at their discretion permit the periodic payment of charges in advance.

In addition, any hirer who has an outstanding debt for which a reminder has been issued by the Trust's finance department will have their hire suspended or cancelled until the debt is paid and no new bookings will be permitted.

**Security**

It is standard practice for there to be a continuous caretaking presence on site at all times during the use of the Trust premises outside of College hours. Consequently, caretaking will be charged to the hirer at the appropriate rate.

**Review of hire charges**

The Trustees will review the scale of hire charges annually.

## **APPENDIX 1**

### **LAUNCESTON COLLEGE MULTI ACADEMY TRUST (“TRUST”) TERMS AND CONDITIONS FOR THE HIRE OF THE TRUST PREMISES (OR ANY PART THEREOF)**

All terms and conditions set out below must be adhered to by the hirer. The laws which apply to these terms and conditions shall be the laws of England.

#### **STATUS OF THE HIRER**

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background (Prevent checks will be made). Any agreement for the hire of Trust premises is personal to the hirer only and is not intended to have the effect of giving exclusive possession of any part of the Trust premises to the hirer (or any other person) or of creating any tenancy relationship between the Trust and the hirer (or any other person). Hirers will not be permitted to sub-let the premises.

It is the responsibility of the hirer to ensure that all relevant DBS checks have been undertaken in relation to the hiring. The hirer must confirm on the school hire booking system that these checks have been undertaken. The hiring will not be approved if these conditions have not been satisfied.

All hirers should note that the Trust premises have been designated by the Trust as a non-smoking campus.

#### **APPLICATION AND FEES**

- 1 The person or organisation named on the booking 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.
- 2 The fee payable for the hiring shall be calculated in accordance with the scale of charges published by the Trust on the Trust’s website <http://mat.launceston-college.cornwall.sch.uk/> (“Scale of Charges”). The Trustees 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 (normally the Lettings Assistant) in advance of such hiring being approved and upon receipt of such fee the hiring shall stand confirmed subject to the provision of condition 5 below. In the case of a long-term letting (i.e. ten or more sessions), the Trustees may at their discretion permit the periodic payment of charges in advance.
- 4 The Trustees will resolve any conflicting requests for the use of the premises, with priority at all times being given to Trust functions.

#### **CANCELLATION**

- 5 The Trustees or their agent(s) reserve the right, at their sole discretion, 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 Trustees 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. The Trust shall not be liable to pay any compensation for any loss incurred by the hirer.
- 6 Any hirer who has an outstanding debt of which a reminder has been issued by the Trust’s finance department will have their hire suspended or cancelled until the debt is paid and no new bookings will be permitted.
- 7 If the hirer shall cancel the hiring of the premises then the Trust 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 expenses already incurred by the Trust in respect of that hiring (including but not limited to an administration fee equal to 10% of the fee for the hiring).

## **FURNITURE AND EQUIPMENT**

- 8 The only use of furniture or equipment included in the hiring shall be the chairs and tables. The arrangement of furniture (other than its minor re-arrangement and reinstatement at the end of the hiring) and/or the use of additional furniture or equipment will require the specific approval of the Trustees and will be subject to the Scale of Charges.
- 9 Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the building fabric, are permitted. In the event of any damage to premises or property arising from the letting, the hirer shall notify the caretaker. The hirer will pay the cost of any reparation required.
- 10 Hirers of the Trust 3 G Astro Turf Pitches must adhere to suitable footwear notice displayed at the pitch and on the booking system. All cars must park in the college car park and walk to access the pitches. No parking in surrounding residential areas will be permitted.
- 11 Responsible adults must supervise the use of any equipment that is issued and ensure its safe return. The hirer is liable for any damage, loss or theft of Trust equipment they are using and for the equipment's safe and appropriate use.
- 12 Any electrical equipment brought by the hirer on to the Trust site MUST comply with the LA code of practice for portable electrical appliance equipment (PAT). Equipment must either have a certificate of safety from a qualified electrical engineer, or be inspected by a qualified member of the Trust staff before use. The intention to use any electrical equipment must be notified on the application.

## **KITCHEN FACILITIES**

- 13 The sites' main production kitchens and facilities for the preparation of refreshments are not included in the hiring of the premises. Where hirers wish to bring in staff to operate any provision of refreshments, they must be approved by the Catering and Lettings Manager and must also comply with the Food Safety Act 1990 and the Trust Health and Safety Policy. Where hirers require such catering services and/or facilities, this will be provided exclusively under the supervision and direction of the Catering and Lettings Manager or his/her nominee.
- 14 Food and drink must be consumed only in suitable areas as agreed at the time of booking. Food and drink to be consumed by hirers (or their guests) must not be taken into any other area of the Trust premises. Drinking water is provided at the drinking fountain points.
- 15 There are kitchen spaces which may be hired out by the Trust (see Scale of Charges for details of costs). Hirers may use their own equipment, such as urns or kettles, to provide refreshments, but these will be subject to electrical inspections (see paragraph 12 above) and hirers will at all times be required to comply with The Food Safety Act 1990 and Trust Health and Safety Policy.

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

- 16 The hirer shall, during the hiring, be responsible for:
  - taking all measures necessary to ensure that the permitted number of persons using the hired premises is not exceeded (in line with the Trust Premises Licence);
  - undertaking the appropriate risk assessment for the hiring (including any activities to be carried out during the period of hire) and providing written evidence of this to the Lettings Assistant;
  - the efficient supervision of the hired premises and for the orderly use thereof, including the observance of the total ban of smoking throughout the Trust premises and grounds;
  - 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 or from the hired premises;
  - ensuring that all proper safety measures are taken for the protection of the users of the premises and equipment, including adequate adult supervision of minors;

- familiarising themselves, and ensuring that all users of the premises are familiar with, the Trust's Emergency and Fire Alarm Procedure, the fire alarm positions, the locations of the fire-fighting equipment, the building's exit routes and the location of the nearest emergency telephone;
- the provision of a suitable first aid kit and administering any first aid needed for their group/activity;
- compliance with the Food Safety Act 1990 and the Trust Health and Safety Policy where catering facilities are involved;
- Compliance with the Trust's Smoke Free policy. The whole of the Trust's site is a smoke free zone and smoking is not permitted either indoors or externally; and
- The consumption of Food & Drink within in all areas will be subject to agreement of the Trust and will be considered on application by application basis and is not to be considered as part of a basic application.

17 The hirer shall at the end of the hiring be responsible for ensuring that the hired premises:

- are vacated promptly and quietly five minutes before the end of the hire period.
- are left in a safe and secure condition and in a clean and tidy state, with all litter removed.

Failure to comply with these conditions may lead to additional charges.

18 The hirer shall ensure that during the period of hire:

- 19
- 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 chewing gum is allowed to be chewed on the Trust premises; and
  - No alterations or additions to any electrical installations either permanent or temporary on the hired premises are made without the written consent of the Trustees. 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 therein and shall make good to the satisfaction of the Trustees 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.

21 The use of stilettos or any type of thin heel should be restricted to areas outside of gymnasiums/other areas where they are likely to cause damage. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the premises.

22 It is understood and agreed that the Trust does not, either expressly or by implication, warrant the premises to be fit for any sporting or recreational purpose for which the hirer intends to use them but relies 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 a spectator to that sport or recreation or any other person is in danger of suffering injury, loss or damage.

23 Except insofar as the Unfair Contract Terms Act, 1977 (or any statutory modification or re-enactment of it) otherwise requires, the Trust will not 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:

- 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 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;
- any loss to breakdown of 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 Trust and their 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**

- 24 The Trust's Premises Licence provides for the holding of any public entertainment, theatrical performance, film exhibition, or other similar function at the college, but the hirer must obtain the consent of the Catering and Lettings Manager acting on behalf of the Trustees before holding such events.
- 25 Any adult entertainment or services, activities, other entertainment or matters ancillary to the use of the premises that may give rise to concern in respect of minors will be carefully considered by the Trustees prior to the approval of the hiring/event and any necessary precautionary measures required will be set in place (e.g. films to be shown will be certified by the British Film Board and such certification shall be adhered to accordingly: only adults may attend adult rated films).
- 26 The Trust does NOT hold a licence to sell intoxicating liquor. Hirers may obtain a Temporary Events Notice (TEN) from the local council, with prior written agreement of the Catering and Lettings Manager. Hirers wishing to do this must (a) have a Designated Premises Supervisor (DPS) who holds a current Personal Alcohol Licence, (b) attend a meeting with the Catering and Lettings Manager prior to the commencement of the period of hire, to discuss arrangements for the sale of alcohol and provide a copy of the TEN for the event, (c) satisfy the Catering and Lettings Manager that they can competently manage the sale of alcohol on the premises during the hire.
- 27 The hired premises shall not be used for any betting, gaming or gambling whatsoever.
- 28 The hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the Trust against all sums of money (including legal costs), which the Trust may incur by reason of an infringement of copyright or performing right occurring (or alleged to have occurred) during the period of the hire.

## **GENERAL**

- 29 The right of entry to the hired premises at any time during the hiring is reserved for authorised officers and employees of the Trust and the Principal or a person authorised by them.
- 30 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 caretaking team of the hired premises or any other employee of the Trust authorised by the Principal to undertake custodial duties.
- 31 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.
- 32 Any notice or necessary action required in respect of this hiring may be served or undertaken (as applicable) by:
- the Trustees (or any of them) or any other duly authorised representative of the Trust; or
  - the Director of Education, Arts and Libraries or his duly authorised representative.

## **USE OF TRUST PREMISES BY THE TRUST OR ITS STUDENTS**

- 33 Where the Trust is booked for events by the College or students of the College, the following terms and conditions of the booking apply:
- If the event is held in College time and is to be attended by the Trust's students only, it is not essential that tickets are sold. If tickets are sold, however, they shall not be subject to VAT.
  - If the event is held outside College time and is to be attended by the Trust's students only, it is not essential that tickets are sold. If tickets are sold, however, they will be subject to VAT.
  - If the event, regardless of when it takes place, is to be attended by parents/guardians and/or the general public, and a charge is to be made, tickets must be issued and the entry fee will be subject to VAT.

- All income for the event must be banked through the Trust's cash office and must be banked intact, that is, without any costs relating to the event being deducted. (These costs will be administered by the Trust.)
- There must be one member of staff acting in a supervisory role for every 20 students attending events such as discos, band performances and other similar types of activity.
- If technical and/or electrical equipment is to be used at the event, the Trust's Theatre Technician must be employed to oversee its use, or a suitability qualified Technician must be used if he is not available. (Suitability of such staff will be subject to the Trust's agreement.)
- Additional caretaking costs will be a charge on the hirers, e.g. for the setting out of specific equipment, including chairs and other furniture, etc.
- Additional cleaning costs (including, but not limited to a fee for time incurred by Trust staff) will be charged to the hirers and arrangements for cleaning must be agreed in advance with the Trust.
- If any kitchen area is required for use, its proper supervision and the use of crockery, cutlery, etc. must be agreed in advance with the Trust. Any breakages or losses will be paid for by the hirer.
- Alcohol will not be sold without the prior written consent of the Trust.
- Numbers attending an event are strictly governed by the Trust's Premises Licence and these must be agreed with the Trust prior to the event taking place.

### **FITNESS SUITE (BIDEFORD COLLEGE ONLY)**

- 34 The Trust's insurance allows staff use of the fitness suite provided that the member of staff has completed the pre-use medical fitness declaration and completed a formal induction session. Both forms will be retained on the individual's personal file held with HR Office.
- 35 Access to the fitness suite is gained through use of individual access control cards. All staff must ensure that they swipe into the facility changing rooms on entry and swipe out when leaving the fitness suite – this is required to ensure that a level of security and control are retained on the facility. In addition, the use of the access cards enables the Facilities Team to remotely monitor activity in the fitness suite.
- 36 The fitness suite is monitored via CCTV cameras, which record all activity in the space from 4:30pm to 9pm. When not monitored the fitness suite can be used, but at least 2 members must be present at all times.
- 37 Staff use of the facility is restricted to times as agreed with the Head of PE who will indicate when it is required for curriculum use. The general rule of use will be that staff and students will not be permitted to operate and use the equipment side by side therefore, staff use is confined to early morning – to be clear of the suite and changing rooms no later than 08:40, lunch break providing no student lunchtime "club" is booked in to the space with staff being clear no later than 14:00 and after school until 21:00. During the identified College hours only directly employed Trust staff are entitled to use the facility free of charge. This use is a privilege of employment does not extend to family or friends.
- 38 As a benefit of attending Bideford College, sixth form students may use the fitness suite free of charge during the designated times above provided that they have completed the pre-use medical fitness declaration and completed a formal induction session both forms will be retained in the student's file.
- 39 The fitness suite will be made available as a community facility during the following hours:  
Monday–Friday: 16:30–21:00 - Saturday – Closed - Sunday: 9:00 -12:30  
Bank Holidays - Closed

Access will be through the main College collecting the user's access control card from the Community Reception and on payment of the appropriate fees. Members are not permitted to attend with their children. The Trust reserves the right to withdraw access/use at any time.

- 40 Individual members of the community wishing to become members are required to complete the pre-use medical questionnaire and induction training ahead of acceptance of an application. All users will be required to pay a basic administration joining fee with the application. The fee is to cover outlay for access card provision and associated administration. This fee will be reviewed annually in line with other College lettings fees

structures. Membership is restricted to individuals who must be aged 18 years or over at the time of application. The following levels of membership are available to staff (out of hours) and community:

*Gold Membership*

This is an annual subscription which provides the user with unlimited use of the fitness suite during the prescribed opening hours. This fee shall be paid as a single payment in advance.

*Silver Membership*

This is a monthly subscription which provides the user with unlimited use of the fitness suite during the prescribed opening hours. This fee shall be paid monthly in advance.

*Bronze Membership*

This allows the user to “pay and play” on a casual basis as long as the terms of initial membership have been met.

- 41 Community members will be issued with an access control card which will permit access to the fitness suite and appropriate changing room only. This card will be held in the community box office and issued on arrival. Failure to return the card at the end of holders’ session will result in the card being removed from the system. On no account is the card to be passed from the authorised holder to any other individual for reuse. Failure to comply with this directive will result in immediate cancellation of the user’s membership with no refund of any subscriptions paid in advance.
- 42 Fitness suite members are able to make use of the key operated lockers within the appropriate changing rooms. These lockers work on a “free” key issue via Community Reception and must be returned at the end of each session
- 43 First Aid cover is provided via the duty Caretaker who is qualified to at least the level of “First Aid at Work”. Facility supervision is provided through the Community Reception and monitoring of the CCTV. An internal extension phone is provided in the suite with appropriate internal extension numbers indicated for the Reception and Duty Caretaker. In the event of a serious incident requiring the attendance of the emergency services (e.g. an ambulance) – the Duty Caretaker will take control of the incident until such time as the emergency services arrive on site. The Duty Caretaker shall ensure that details are obtained of the incident and that full accident reporting procedures are followed. For all other incidents/accidents there is a requirement for the person(s) involved to report the incident to the Duty Staff in the Community Reception and complete an incident report form which will be forwarded to the Trust’s Health & Safety Co Ordinator upon completion.
- 44 Induction procedures will be carried out at set times which will be identified in the application pack along with the pre-attendance medical form.
- 45 During the induction procedure all potential members will be instructed in the use of all the different pieces of apparatus this will include the directive to ensure that after use the user cleans down the upholstery and “hand grip” areas of the relevant equipment with the cleansing spray and towels provided in the suite.
- 46 At peak times users are requested to restrict themselves to no more than 30 minutes at a time on any of the pieces of equipment thus ensuring that all members are able to gain a suitable work out in their available time. Whilst this is difficult to enforce with passive supervision the spirit of this policy should be accepted and acted on by all users.
- 47 All users must abide by any rules and notices which are on display in the fitness suite at all times these may be permanent or temporary in nature. Temporary notices will be evident, well displayed and dated and approved by either the Head of PE or the Catering and Lettings Manager before being displayed. No other notices are permitted without approval by either of the above.

## APPENDIX 2

### VAT RULES FOR LETTINGS

The Trustees have had regard to the HMRC Guidelines, Links below-

<https://www.gov.uk/hmrc-internal-manuals/vat-land-and-property/vatlp19400>

<https://www.gov.uk/government/publications/vat-notice-742-land-and-property/vat-notice-742-land-and-property>

### COMPOSITE CHARGE

Lettings charges may include energy costs, administration, caretaking, cleaning, security and hire of equipment incidental to the let. These together may form a single (composite) lettings charge EXEMPT OF VAT, provided none of the items are sold as extras and/or itemised on the invoice.

Services additional to those normally covered by the lettings charge must have VAT applied.

### LETTINGS TYPES

For VAT purposes, there are two categories of letting:

#### NON-SPORT LETTING:

Hire of room/hall:	
with caretaking if not mentioned on invoice	EXEMPT
with equipment (equipment less than 50% of costs),	EXEMPT
with equipment (equipment greater than 50% of costs)	VARIABLE
with separate charge for equipment – room hire	EXEMPT
- equipment hire	VARIABLE
Hire of specialist room, e.g. laboratory or ICT suite	VARIABLE
Hire of room/hall with provision of light refreshments:	
- room hire	EXEMPT
- refreshments	VARIABLE
Hire of room with kitchen to provide to prepare food/drink	EXEMPT
Hire of theatre to a theatre group to put on play	EXEMPT
(but group accounts may have to show VAT on their takings)	
Hire of cinema for showing of films	EXEMPT
(but group accounts may have to show VAT on their takings)	
Hire of kitchen or kitchenette for use of facilities	VARIABLE

### SPORTS LETTINGS AND PHYSICAL RECREATIONAL FACILITIES

General purpose halls which merely have floor markings are not themselves classed as sports facilities and the lettings of such are EXEMPT, even when let for playing a sport.

Sports facilities, which are used for sport/physical recreation, are normally specifically designed, adapted or equipped land/premises see below for various liabilities. When the hall permanently or for specific occasions contains sports facilities or equipment beyond the floor markings, then it is VARIABLE if used to play sports or for physical recreation.

Hire of facility for playing any sport/physical recreation is normally VARIABLE.  
However, long term letting can be EXEMPT if the following conditions are met:

- series of lets for 10 sessions or more provided each session is for the same sport/activity at the same place: the interval between each session is at least a day but not more than 14;

- the series of lets is paid for as a whole with written evidence to this effect. (An invoice issued in advance for all the sessions is sufficient evidence.) Pay as you use is acceptable provided the 10 let rule is not broken by subsequent postponement/cancellation.

If the sports facility is let for a non-sport purpose, it is EXEMPT.

APPENDIX 3

# Launceston College

## LETTINGS HIRE CHARGES 1/9 2021- 31/8/2022

Hiring's will usually end no later than 9pm. Where hirers wish to hire beyond this time, this will need to be negotiated and will incur an overtime rate for caretakers. Overtime rate for Caretaking £18 per Hour applicable at weekends and after 9pm

Charges are for the space and 'in situ' equipment only. Where additional equipment is requested or used this may incur additional charges.

Charges exclude VAT which will be added at the prevailing rate where applicable.

\* All bookings are for 1 hour in total which includes for 5 minute pitch/court use switchover which is the final 5 minutes of a booking. Floodlights will go out at 8.30pm and pitch must be clear by this time.

AREA	PARTNER CLUB	COMMUNITY	PRIVATE RATE
	Per hour	Per hour	Per hour
3 G Astro Turf Pitch –			
- FULL PITCH	40.00	50.00	60.00
- HALF PITCH	20.00	25.00	30.00
MATCH RATE (SAT/SUN)	15.00	15.00	15.00
YOUTH MATCH RAT(SAT/SUN)	10.00	10.00	10.00
MINIS MATCH RATE 25%(SAT/SU)	5.00	5.00	5.00
TOILET FACILITIES	5.00	5.00	5.00
AREA	COMMUNITY PER HOUR		PRIVATE PER HOUR
MUGA - Full Pitch ***	20.00		25.00
Pavilion – Half Day	20.00		25.00
Grassed Football Pitch	10.00		15.00
Rugby Pitch	10.00		15.00
New Hall *	15.00		20.00
Old Hall *	10.00		15.00
Kitchen- Per Day	20.00		35.00
Car Park	30.00		40.00
Gym *	10.00		15.00
Sports Hall - whole without seating *	15.00		20.00
Badminton Court (when available)	7.50 per court		9.00 per court
Tennis Court (when available)	7.50 per court		9.00 per court
Netball Court (outside, no floodlights)	7.50 per court		9.00 per court
All 4 Courts	25.00		30.00
Music Room - Large	10.00		15.00
Music Room – Small	7.50		10.00
Classroom/Meeting Room	7.50		10.00
Drama Studio	15.00		20.00
IT Suite	10.00		15.00
Dunheved House	COMMUNITY PER HOUR		PRIVATE PER HOUR
Inspired Dining Room	15.00		20.00
Inspired Kitchen	15.00		20.00
Large Conference Room	10.00		15.00

\* Excludes seating set-up arranged in advance and shall incur an additional charge of £50.00 to include set up and cleaning.

\*\*\* Charges include external lighting where required.

Other spaces may be hired by agreement with MAT Catering and Lettings Manager.

### **DISCOUNTS**

Community Users are designated as the following:

- Member of the local community/parent for their own use only.
- An eligible body is defined as a club or association whose articles/memoranda of association or constitution demonstrate that they are:
  - Non-profit Making
  - A School, club, association, or organisation representing affiliated clubs/constituent associations e.g. a League
  - Have in their constitution restrictions preventing the distribution of any profits except to other non-profit making bodies or on winding up
  - Do not have any paid officers or paid connected officers

Other Discounts are only available for block bookings (10 or more sessions) and large-use hirers through the MAT Catering and Lettings Manager.

### **CANCELLATION CHARGES**

7 days or more notice:

If a booking is cancelled with 7 days or more notice, the hirer will not be charged providing their booking was not part of a block booking.

Less than 7 days' notice:

If a booking is cancelled with less than 7 days' notice and the College is unable to rehire the space or incurs unavoidable costs, then the hirer will be charged in full as per the original booking

Block bookings which benefit from discounts:

Block bookings may only be cancelled if the cancellation is made with 7 days' or more notice before the first date of the booking. We will work with hirers to amend bookings where possible, any change will incur a charge equal to 10% of the cost of hire for changes.



# Bideford College

Part of the Launceston College Multi Academy Trust

## Lettings Hire Charges 1/9/21-31/8/22

AREA	COMMUNITY	PRIVATE
	Per hour	Per hour
ATP - Full Pitch	65.00	85.00
- Mini Pitch 1/3 <sup>rd</sup> ***	27.00	45.00
- 9 v 9 Pitch ½ (if available)	30.00	50.00
Moreton Park (Grassed Pitches) including Changing Room. (Per match- 2 hours)	20.00	32.50
Single Tennis/Netball Court ***	7.00	8.50
Block Book: MUGA 1 (4 courts) ***	25.00	30.00
Block Book: MUGA 2 (3 courts)	17.50	22.50
Vocational Kitchen	25.00	35.00
Classroom/Meeting Room	11.50	14.50
Gym	15.00	25.00
Sports Hall - whole without seating *	30.00	50.00
- 1/2	20.00	35.00
Badminton Court (when available)	7.50 per court	9.00 per court
Drama Studios - both	30.00	50.00
Drama Studio - single	20.00	30.00
Dance Studio	20.00	30.00
Library	20.00	30.00
Music Practice Room	11.50	14.50
Winter Gardens (upper/lower) **	17.50	25.00
Devon Hall/Theatre without seats and excluding Technician *	20.00	30.00
Faraday Theatre (includes seating)	20.00	30.00
IT Suites	15.00	23.00

FITNESS SUITE CHARGES		
Gold membership	1 x Annual Payment	130.00
Silver membership	12 x Monthly Payments	15.00
Bronze membership	Per Visit	4.00
Gym induction	Required by all new members	30.00

\* Excludes seating set-up arranged in advance and shall incur an additional charge of £50.00 to include set up and cleaning.

\*\* Winter Gardens (upper/lower) and Courtyards may be used as display/additional spaces to main events at a charge to be agreed.

\*\*\* Charges include external lighting where required.

Other spaces may be hired by agreement with Catering and Lettings Manager.

Hirings will usually end no later than 10pm. Where hirers wish to hire beyond this time, this will need to be negotiated and will incur an overtime rate for caretakers.

Charges are for the space and 'in situ' equipment only. Where additional equipment is requested or used this may incur additional charges.

Charges exclude VAT which will be added at the prevailing rate where applicable.

All bookings are for 1 hour in total including 5 minutes' switchover, which is the final 5 minutes of a booking. Floodlights will go out at 9.00pm and pitch must be clear by this time.

## **DISCOUNTS**

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- An eligible body is defined as a club or association whose articles/memoranda of association or constitution demonstrate that they are:
  - Non Profit Making
  - A School, club, association, or organisation representing affiliated clubs/constituent associations e.g. a League
  - Have in their constitution restrictions preventing the distribution of any profits except to other non-profit making bodies or on winding up
  - Do not have any paid officers or paid connected officers

Other Discounts are only available for block bookings (10 or more sessions) and large-use hirers through the MAT Catering and Lettings Manager.

# ATLANTIC ACADEMY

(PART OF THE LAUNCESTON MULTI ACADEMY TRUST)

## Lettings Hire Charges 1/9/21-31/8/22

AREA	COMMUNITY	PRIVATE
	Per hour	Per hour
Netball Court	7.50	9.00
Kitchen	15.00	20.00
Classroom	12.50	14.50
Meeting Room	10.00	12.50
Sports Hall - Whole	25.00	35.00
- Half	15.00	15.00
Badminton Court (when available)	7.50 per court	9.00 per court
Main Hall	20.00	30.00
Dining Hall	15.00	20.00
IT Suites	15.00	23.00

\* Excludes seating set-up arranged in advance and shall incur an additional charge of £50.00 to include set up and cleaning.

Other spaces may be hired by agreement with Catering and Lettings Manager.

Hirings will usually end no later than 9pm in summer and 8pm in winter.

Where hirers wish to hire beyond this time, this will need to be negotiated and will incur an overtime rate for caretakers.

Charges are for the space and 'in situ' equipment only. Where additional equipment is requested or used this may incur additional charges.

Charges exclude VAT which will be added at the prevailing rate where applicable.

All bookings are for 1 hour in total including 5 minutes' switchover, which is the final 5 minutes of a booking. Floodlights will go out at 9.00pm and pitch must be clear by this time.

## **DISCOUNTS**

Community Users are designated as the following:

- Member of the local community/parent for their own use only.
- An eligible body is defined as a club or association whose articles/memoranda of association or constitution demonstrate that they are:
  - Non Profit Making
  - A School, club, association, or organisation representing affiliated clubs/constituent associations e.g. a League
  - Have in their constitution restrictions preventing the distribution of any profits except to other non-profit making bodies or on winding up
  - Do not have any paid officers or paid connected officers

Other Discounts are only available for block bookings (10 or more sessions) and large-use hirers through the MAT Catering and Lettings Manager.

## APPENDIX 6

### Bachelor's Hall

(PART OF THE LAUNCESTON MULTI ACADEMY TRUST)

Terms and conditions for this facility only.

#### 1, Terms and Conditions for the hire of MAT Premises – Bachelor's Hall

1, You must adhere to all terms and conditions set out below.

#### 2, Status of the Hirer -

2.1 Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background. This hire agreement is personal to the hirer only and nothing in it is intended to have the effect of giving exclusive possession of any part of Bachelor's Hall to them or of creating any tenancy between the MAT and the hirer. You will not be permitted to sub-let the premises.

2.2 You are responsible for ensuring that all relevant DBS checks have been undertaken in relation to the hiring. You must confirm upon booking that these checks have been undertaken. The hiring will not be approved if these conditions have not been satisfied.

#### 3. Application and Fees-

3.1 The person making the booking shall be the hirer.

3.2 The fee payable for the hiring shall be calculated in accordance with the scale of charges published by the Trustees. The Trustees reserve the right to alter or revise these charges at any time.

3.3 In the case of a long-term letting the Trustees may at their discretion permit the periodic payment of charges in advance.

3.4 The Trustees will resolve any conflicting requests for the use of the premises, with priority at all times being given to schools within the Launceston College MAT.

#### 4. Cancellation-

4.1 The Trustees or their agent(s) acting on their behalf 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 Trustees 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.

4.2 If you cancel the hiring of the premises then the Trustees 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 28 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 Trustees in respect of that hiring (eg 10% administration fee).

#### 5. Changing your booking-

5.1. If you want to change any detail of your confirmed booking you must let us know by telephone, by email or in writing as soon as possible.

5.2. Whilst we will do our best to accommodate you, we cannot guarantee that we will be able to meet any request for changes. Please note that it is not possible for us to change bookings less than two months before the start date.

5.3. If we do change your booking, you must pay us an administration fee of £25 to cover the costs we incur in making the change to your booking. You must also pay us any additional accommodation costs due as a result of the change – we will confirm the amount of any additional accommodation costs due at the time we change your booking. If your accommodation costs are lower as a result of the change, we will refund you the difference at the time we change your booking, after deducting the administration fee referred to above

#### 6. Insurance–

6.1 Groups and organisations are responsible for their own public liability insurance and are required to take out the appropriate public liability insurance to cover all their legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises is being hired). This cover must also extend to include loss or damage to MAT premises, arising out of the letting. The minimum limit for this insurance cover is £5 million. *Evidence of the appropriate*

*cover will be required by the College in advance of any hiring and will be subject to annual review.*

6.2 Individual hirers will be covered by the MAT public liability insurance.

6.3 You must agree to indemnify Launceston MAT in respect of any claims for injury to persons or loss of or damage to property arising out of the letting of Bachelor's Hall, except where such loss, damage or injury arises as the direct result of negligence on the part of the MAT, their servants or agents.

## **7. Special requests**

7.1. Special requests, must be requested at the time of booking. Whilst we will do our best to accommodate you, we cannot guarantee that we will be able to meet any request.

## **8. Visitor standards and behavior**

8.1. You will be provided with a welcome folder at Bachelor's Hall that contains important information about your stay with us. Please ensure that you and your party read the welcome folder carefully on arrival. You must also ensure that you and your party familiarise yourselves with the layout of the accommodation and the location of the fire exits.

8.2. You must only use Bachelor's Hall for the purposes of accommodation. You must not use the accommodation for any other purpose, including for any business purposes, without our prior written consent.

8.3. You must keep Bachelor's Hall and its contents clean and tidy and leave them in the same condition as when you arrived.

8.4. You must not use Bachelor's Hall, or allow it to be used, for any dangerous, offensive, noisy, illegal or immoral activities. You must not cause any nuisance or annoyance to any neighbors or anyone else during your stay.

8.5. Smoking is not permitted in any part of Bachelor's Hall. Please note smoking includes use of vapers and/or e-cigarettes. You and your party must not smoke inside Bachelor's Hall. You and your party must not use candles, fireworks or Chinese lanterns at Bachelor's Hall. You and your party must not use a barbecue or fire pit at Bachelor's Hall other than the provided one.

8.6. Dogs are permitted at Bachelors Hall. You must tell us at the time of booking if you wish to bring a dog. We ask that you remove any dog mess from the grounds before check out. Unfortunately, no other domestic pets are permitted at Bachelor's Hall

8.7. Flying of drones at Bachelor's Hall is not permitted.

8.8. You must not charge an electric vehicle from Bachelor's Hall unless a designated electric vehicle charging point has been provided.

8.9. Please note that if you do not comply with the standards and behaviors set out in this Section 8 we may need to exercise our rights under Section 13 ("Our right to evict").

## **9. Maximum occupancy for Bachelor's Hall**

9.1. You must ensure that the maximum number of people occupying the accommodation does not exceed the maximum occupancy limit of 50 people. You must not bring additional camp beds to the accommodation or allow tents, caravans or campervans at the accommodation without prior written agreement. For the purposes of occupancy limits a child over the age of 2 is considered an occupant.

9.2. We set maximum occupancy limits in line with the facilities, space and equipment available at the relevant accommodation and in order to comply with applicable health and safety and regulatory requirements. As such, we reserve the right to require you to leave the premises (without any compensation or refund) if you exceed the maximum occupancy limits as described in this Section 9.

## **10. Damage to the accommodation or its contents**

10.1. If you discover that anything is missing or damaged on arrival at Bachelor's Hall you must notify us immediately on 01237 429501. If you do not notify us we will assume that you caused the relevant damage or loss.

10.2. You will be responsible for the cost of any damage to the accommodation or its contents caused by you or by any member of your party or animal brought with you.

## **11. If you have a problem or complaint**

11.1. We take care to ensure that Bachelor's Hall is of a high standard. However, if you have any problems with your accommodation, please contact us immediately and give us the opportunity to resolve it. Please contact our Lettings team by telephone on 01237 429501 or by email [info@devonhall.co.uk](mailto:info@devonhall.co.uk). We will work with you to ensure that any complaints are investigated and resolved as promptly and efficiently as possible.

11.2. If you have an unresolved complaint at the end of your stay please contact: MAT Catering and Lettings Manager, Abbotsham Road, Bideford, Devon, EX31 3AR, email address: [rbroughton@bidefordcollege.org](mailto:rbroughton@bidefordcollege.org)

11.3. In considering any complaint we will take into account whether we have been given the opportunity to investigate it and put matters right.

11.4. Please note that we will not tolerate any written, verbal or physical abuse towards any of our staff or representatives.

## **12. Our rights of access**

12.1. Our staff or contractors may need to access Bachelor's Hall if there is an unforeseen problem, to investigate a complaint you have made, or to perform certain routine property checks. If this happens, we will do our best to let you know in advance of the date and time that we will need access.

12.2. If we do need to access Bachelor's Hall for any reason we will always try to access the property at reasonably convenient times (other than in the event of an emergency).

## **13. Our right to evict**

13.1. We may terminate our contract with you and ask you to leave your accommodation immediately (without any compensation being payable) if:

13.1.1. we consider that you or your party have committed a serious breach of these terms and conditions;

13.1.2. we consider that your or your party's behavior endangers the safety of our visitors or staff;

13.1.3. any complaints are made of anti-social or unacceptable behavior against you or your party;

13.1.4. you or your party cause an unreasonable amount of damage to the property or its contents; or

13.1.5. you exceed the maximum occupancy limit for Bachelor's Hall.

## **14. Our liability to you**

14.1. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is foreseeable as a result of our breach of these terms and conditions or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract.

14.2. Nothing in these terms and conditions is intended to limit our liability for:

14.2.1. death or personal injury caused by our negligence;

14.2.2. fraud or fraudulent misrepresentation on our part; or

14.2.3. any breach of the terms implied by Section 10, 11 and 13 of the Consumer Rights Act 2015

14.3. Nothing in these terms will affect your legal rights in respect of your booking. For a fuller explanation of your legal rights please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

## 15. Events beyond our control

15.1. We will not be responsible for any failure to perform our obligations under these terms and conditions that is caused by an event outside our control.

15.2. An event outside our control means any act or event that is beyond our reasonable control, including, without limitation, severe weather event, drought, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, strikes or industrial action by third parties, terrorist attack or threat of terrorist attack, war or threat of war, civil commotion, riot, invasion, or failure of public or private telecommunications networks.

## 16. Some practical information for your stay

16.1. Check-in is available from 3pm on the first day of your stay and departure is required before 10am on the last day of your stay. If you do not leave the accommodation by the required departure time we reserve the right to charge you for an additional night.

16.2. If you leave any of your possessions behind at Bachelor's Hall, please contact us as soon as possible. We reserve the right to charge you for any storage and delivery costs that we incur in relation to your lost property. Where possible we will hold lost property for six months, after which it will be disposed of, though perishables will be disposed of immediately and are therefore unreturnable. In addition, we will only be able to return items permissible by Royal Mail.

16.3. Our property is located in a rural area and it is important that you and your party do not interrupt or endanger the livelihood of those working at the property or on the surrounding land.

16.4. Bats and other wildlife may be present at Bachelor's Hall. Any disturbance caused by wildlife should be reported to us immediately and reasonable steps will then be taken to assist. Please remember that bats and some other species are protected and it is illegal to interfere with them or their habitat.

## 17. Entire Agreement

17.1. This agreement constitutes the entire agreement between you and us and supersedes and extinguishes all previous promises, representations and undertakings.

17.2. No one other than a party to this contract shall have any right to enforce any of its terms.

## 18. Data Protection

18.1. We may communicate with you from time to time about your booking and your experience with us and will use your data in accordance with our GDPR policy. <http://mat.launceston-college.cornwall.sch.uk/gdpr/>

## 19. Governing Law

19.1. These terms and conditions are governed by English law. You and we both agree to submit to the exclusive jurisdiction of the English courts.

### Self-Catering Accommodation Hire Charges 1/9/21-31/8/22

	Price per night up to 50 people (inclusive of heating, hot water and electric)
Private Rate	£250
Staff Rate	£75

Charges exclude VAT which will be added at the prevailing rate where applicable

**Arrival is 2- 3 pm on the day of arrival and departure 10-11 am on the day of departure, late departures will be charged .**