

Charging & Lettings Policy 2023-24

Ratified by Governors 27/3/23

QUEEN ELIZABETH'S LETTINGS POLICY STATEMENT

Adoption

Queen Elizabeth's School Governors ratified the lettings policy and the scale of charges set out below. This policy will apply to all Queen Elizabeth's School premises.

Policy Objectives

The following principles apply:

- (i) that School premises represent a significant capital investment and should be fully utilised to maximise the benefit to the Trust
- (ii) that School premises are a valuable community resource
- (iii) that educational usage, of the education premises constitutes a natural priority

Priority Usage

Priority will remain with the School and its students.

Licence Agreement

A Licence Agreement (Appendix 4) is for lets that fall outside the parameters of a normal let which is tailored for each hire of the premises. An agreed negotiated rate is applied rather than a rate based on a specific area of the school let on a regular basis, the rate applied must cover the direct costs of the activity and a reasonable return on the use of the School's assets. The authority to agree the license agreement and fee has been delegated to the Business and Operations Team Leader.

Terms of Conditions of Hire

The Governors recognise that the primary purpose of the School is to provide accommodation for the teaching, learning and welfare of its students. The needs of the students are paramount and will always take precedence over external lettings. When not required by the School, the School premises:

- represent a significant capital investment and should be fully utilised
- are a valuable community resource
- are a valuable source of income and maybe offered for private or commercial usage

Please see Appendix 1 for Queen Elizabeth's School hire form & terms and conditions for hire of premises

Administration of Lettings

General

The Governors recognise that it would be impossible for them to personally check every applicant or organisation who wish to make use of School premises. Accordingly they have delegated the authority to accept applications for hire to the following persons: Headteacher and Business and Operations Team Leader. All lettings are entered into on the clear understanding that any activity undertaken by hirers on the School's premises will be legal and will not bring the School into disrepute. The School reserves the right to refuse any

application or terminate any existing agreement. The final authority for decisions regarding lettings and the resolution of any disputes has been delegated to the Headteacher and Business and Operations Team Leader.

Variations

No member of staff is allowed to vary the terms and conditions from which Queen Elizabeth's School premises are hired to either individuals or organisations.

Lettings Documentation

All formal hiring of Queen Elizabeth's School premises, including those for which no charge is made, shall be properly documented. All hirers must complete a hire agreement or licence 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 users will be charged at cost plus a reasonable rate of return;
- (ii) that licence agreement users will be charged at cost plus a reasonable rate of return
- (iii) that there will be parity of treatment for similar users.

For the purpose of charging the Headteacher and Business and Operations Team Leader are empowered to authorise any variation up to 15% from the published scale of charges.

The scale of charges forms Appendix 2 to this policy statement.

Value Added Tax

In general, the letting of rooms for non-sporting activities is exempt of VAT, whereas sports lettings are subject to VAT (although there are exemptions to this under certain circumstances). Clarification should be obtained from the School's Finance Officer.

Minimum charges and deposits

The minimum hire period will be one (1) hour.

Queen Elizabeth's School reserves 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

If for any reason the hirer wishes to cancel a booking, then advance notice must be given. The hirer acknowledges that full charges may apply, if at least 28 days notice is not given.

In all events, Governors will seek to recover any cost incurred by the school which are unavoidable and result directly from the cancellation of a letting.

Payment methods

The Governors are mindful of their responsibilities in safeguarding Queen Elizabeth's School from bad debt. Therefore payment at the time of booking is preferable, for longer term lettings and regular users who have demonstrated their creditworthiness invoices may be raised on a monthly basis. An official receipt will be issued on request.

For residential accommodation hire, a 15% non refundable deposit is required at the time of booking.

The Governors will expect payments to be received seven days in advance for one off bookings.

Security

Queen Elizabeth's School will normally insist upon continuous caretaking presence. See Appendix 3 for instructions for safe hire.

Review of Policy

The Governors will review the policy annually and the scale of hire charges for the forthcoming academic year will be reviewed and updated annually.

Alcohol

The School will not normally permit alcohol to be sold or served; the Business and Operations Team Leader has been delegated the authority to grant permission.. If permission is given, alcohol must not be sold on the premises without a Temporary Event notice, from Mid Devon District Council.

Public Entertainment

The Governing body expects all film, musical, dancing and stage events will be considered to be public entertainments unless entrance is restricted to those who are bona fide members of the organisation hiring the premises. If admission is open to all, or tickets are to be sold at the door or offered to the public, it is the hirer's responsibility to obtain an Occasional Licence from the District Council.

This policy should be read in conjunction with the Equality Policy. No one will be unlawfully disadvantaged on the grounds of age, race or ethnicity, disability, gender or marital status, gender identity, sexual orientation, religion or belief under the operation of this policy.

APPENDIX 1



Acting Headteacher: Paula Smith

APPLICATION FOR HIRE OF QE SCHOOL PREMISES 2023-2024

DETAILS OF HIRER

Name of Organisation or Hire:

Name of Responsible Officer:

Address of Hirer:

Position in Organisation: _____ Contact Phone Nos: _____

I confirm the following:

— I have received a copy of the conditions of hire (below this form) and I agree to abide by them.

— I agree to pay all charges which may be due

— I understand that the QE has no insurance for outside bodies using the facilities, and my organisation has satisfied itself that it has adequate insurance cover for our activities whilst on QE premises. I attach a copy for your records

— I understand that the QE site, including grounds and premises, is a smoke and vape free environment. Failure to prevent smoking or vaping could lead to a substantial fine

— (Where applicable) We are a registered charity or a non-profit making community group, please provide documentary evidence of this.

— QE is committed to safeguarding children; therefore we request that any groups working with children or vulnerable adults ensure that they ensure that they have the appropriate safeguarding policies in place and the necessary Disclose and Barring Service checks completed. The hirer will manage the suspension of adults where necessary from school premises

— I nor my club/group will not make any changes, or additions to any of the school facilities, without prior consultation. E.g. Hammering nails into walls to hang a net. This is due to some areas within school, containing asbestos.

Signature of Hirer: _____ Date: _____

Letting Agreed on behalf of the QE by:

Name: _____ Signature: _____

Designation: _____ Date: _____

It may be necessary to cancel letting requests if dates clash with QE School events. Where this is the case we would make every effort to inform you as soon as possible.

Room/Building to Hire	Dates of Hire	Times of each hire period

- If special seating / room arrangements are required please attach details / plans to this form
NB you may be charged for this additional service.
- If performances are open to the general public and/or alcohol is to be sold on school premises, a Public Entertainments Licence or a Temporary Events Notice may be required from the District Council, please check online at www.gov.uk.
- Please note: Any electrical equipment brought into QE must be portable appliance tested and a copy of the certificate to be attached to this form.

Core Hours (times in which hire can take place):

7am – 10 pm term time, school week days

8am – 10 pm school holiday week days

8.30am – 4.30pm weekend days (weekend evenings only available by special arrangement)

Outside of these hours, including bank holidays is by negotiation and a charge may be applied.

PLEASE NOTE: There are no lettings through the 2 week Christmas period

QE – Letting of Educational Premises and Grounds, Terms and Conditions

Application & Fees

- 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

- The fee payable for the hiring shall be calculated in accordance with the QE scale of charges, as agreed by QE's Governing body. QE reserved the right to alter or revise these charges at any time
- The fee for an occasional hiring shall be paid 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 (below). In the case of a long term letting QE may, at our discretion, permit the periodical payment of hire charges in arrears
- The hirer must confirm that insurance cover in respect of both the hirer's liability to the public and their liability to QE, under the terms of this hire, has been arranged with a limit of indemnity of at least £5 million. A copy of this certificate of insurance, must be provided before the hire takes place.

Cancellation

- QE reserves 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 hire premises on any particular date. In such event, QE shall not incur any liability whatsoever to the hirer other than for the return of any fee or the appropriate part of any fee paid in respect of the hiring
- If the hirer shall cancel the hiring of the premises then QE shall be entitled to retain or demand, as the case may be, the whole of the fee paid in respect of such cancelling hiring PROVIDED THAT if notice of such cancellation is received at least 7 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 the expense already incurred by QE in respect of that hiring

Furniture and Equipment

- The hirer's use of the hired premises shall be deemed to include the use of tables and chairs only
- Where additional equipment is required by the hirer this will be subject to an additional charge according to the published scale of charges

Hirer responsibility for Health, Safety and Condition of the Premises

- The hirer/hirer's 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 exceed and to ensure that the suitable means of escape are available to those attending
 - The efficient supervision of the hired premises and for the orderly use thereof including the observance of the non-smoking and non-vaping policy anywhere on the School premises
 - Ensuring that all doors giving access 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. This includes all fire doors remaining unobstructed and not held open
 - 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

- Familiarising themselves and the uses of the premises with the fire alarm positions and the locations of the firefighting equipment. Along with the establishments exit routes and assembly point
- The provision of First Aid/Medical assistance for their group and for providing a first aid kit
- Compliance with the Food Safety Act where catering facilities are involved
- Audience seating must provide a minimum width of gangways of 1.1m with gap between rows of fixed seating no less than 305mm

The hirer shall, at the end of the hiring, be responsible for:

- Ensuring that the hired premises are vacated promptly and quietly
- Ensuring that the hired premises are left in a safe and secure condition and in a clean and tidy state
- Returning the furniture and other moveable equipment to their original positions. Failure to comply with these conditions may lead to additional charges
- The hirer shall ensure that no tacks, nails, screws or pins (or like objects) shall be driven into any part of the hired premises nor shall any placards, decorations or other articles be fixed thereto. This is to avoid damage, but also considers that many areas across both of the QE campuses, contain asbestos materials, as detailed in our asbestos management survey.
- No alterations or additions to any electrical installations either permanent or temporary on the hired premises may be made, without prior written consent. Electrical apparatus must be switched off after use and plugs removed from sockets
- 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 our satisfaction and pay for any damage thereto (including accidental damage) caused by any act of neglect by himself, his agents or any persons on the hired premises by the reason of the use thereof by the hirer.

Health, Safety and Condition of the Premises

- It is understood and agreed that QE does 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
- Smoking and Vaping is not permitted in our buildings or within our grounds
- Except insofar as the Unfair Contract Terms Act 1977 (or any statutory modification or re-enactment of it) otherwise requires, QE 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 therefore 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

- The hirer shall be responsible for and shall indemnify QE 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 matter whatsoever out of the use of the hired premises by the hirer. The hirer must report any incidents to the School, to ensure these can be followed up by the Health and Safety Coordinator

Licences

- The hired premises shall not be used for the sale or supply of intoxicating liquor, or the holding or any public entertainment, theatrical performance, film exhibition, lottery or other similar function without our consent and such consent shall be subject to the hirer first obtaining the necessary licence or permission required under current legislation and producing this for scrutiny, if required
- The hired premises shall not be used for any betting, gaming or gambling
- The hirer shall indemnify QE against any infringement of copyright which may occur during the hiring

General

- The right of entry to the hired premises at any time during the hiring is reserved to QE and Fusion Cleaning staff
- 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 hiring comply with all reasonable requirements of the caretaking or other QE staff
- 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 therefore the hiring will stand cancelled, the charges forfeited and the hirer and sub-hirer excluded from the hired premises
- Any notice or necessary action required in respect of this hiring will be undertaken by us within 5 working days of the termination or hire
- In the event that emergency maintenance or repair works are required to the hired premises, which would result in termination or postponement of hire, QE will inform the hirer with as much notice as possible

LETTINGS POLICY SCALE OF CHARGES

ACADEMIC YEAR 1st September 2023 - 31st August 2024

Area		Hourly Rate	
<i>Classrooms</i>	Per classroom	£12	
<i>Meeting Rooms</i>	Vicary/Winfrith Room meeting rooms	£14	
	Training Room	£17	
<i>Halls and Libraries</i>	Drama/BC Hall/Dining Hall	£20	
<i>Sports Facilities</i>	Sports Hall	£27	
	Gym	£14	
	Outdoor Sports Fields	£31	
	Outdoor Sports Court	£11	
	Fitness Suite (<i>only available where a suitably qualified and insured instructor is present</i>)	£35	
Equipment Hire		Rate	
<i>ICT Equipment</i>	Rate per computer session (usually an hour)	£7.50	
	Technician - rate per hour	£51.25	
<i>AV Equipment</i>	Data Projector/PA System	£6	
<i>Drama Hall Lights and Sound System</i>	Lights and Sound System – set up	£51.25	
Other Charges			
Cleaning Charge - Where required and/or agreed in advance	Rate per hour	£22	
Caretaking charge - for lettings outside of core hours	Rate per hour	£30	

Queen Elizabeth's School safety instructions to hirers

1. Hirers are required to have a mobile phone since no public telephone is available within the buildings.
2. Hirers are reminded that the responsibility for the safety of their party rests with the hirer. Hirers should undertake a risk assessment prior to using the facilities, familiarise themselves with all evacuation routes, fire extinguisher locations and alarms prior to the commencement of activities.
3. Queen Elizabeth's School is a non-smoking site, hirers are responsible for ensuring that their members do not smoke or vape on site.
4. Consumption of alcohol is prohibited on site.
5. General Safety. Any equipment made available must be used strictly in accordance with standard practice and under the supervision of the hirer. If hirers are using their own equipment it must be fit for purpose and in a safe and maintained condition.
6. Electrical Equipment. All electrical equipment provided and used by the hirers on the site must be subject to PAT regimes and the users deemed competent users by the hirers.
7. Fire. In the event of a fire, hirers are responsible for marshalling their participants and should follow the fire evacuation procedure:
 - a. Activate the nearest alarm, call the fire brigade on 999.
 - b. Evacuate all your party to a safe place, – See Fire Notices in each location
 - c. Assemble and check your register and await the fire brigade.
 - d. Immediately thereafter, you should contact the caretaker.
 - e. Hirers are responsible for managing the evacuation process and accounting for all people involved (taking part, observing or supporting), their activity.
8. All doors or windows should be closed during the evacuation if safe to do so.
9. Fighting Fires. Neither Hirers nor staff are required to fight fire however, in circumstances where a fire is very small or emergent, the fire extinguishers may be used to stop the fire. In making such a judgement the organisers and their staff should place the safety of their staff and personnel as their priority.
10. Fire evacuation routes are marked throughout the site as are call points for fire alarm activation, organisers are asked to familiarise themselves with these.
11. Accidental activation of the Alarm. In the unfortunate event of a false activation of the fire alarm, the duty caretaker is to be informed immediately and the fire brigade informed that there is no fire on the site.
12. First Aid. Hirers are expected to make their own provisions for first aid. All accidents must be reported to the school via Reception, on the next working day by telephone 01363 773401. If an accident has occurred whilst utilising School equipment, do not move or touch the equipment until Queen Elizabeth's School Health and Safety Officer has examined it. In the event of an emergency, you should telephone 999 for an ambulance and report immediately thereafter to the caretaker.
13. Access for mobility impaired Users. Organisers are to ensure that the School is informed of any members who may be subject to mobility impairment, if additional equipment is needed this should be discussed with the school who will endeavour to ensure full access and evacuation arrangements are in place.
14. Footwear. Users of the gym and sports areas are to avoid wearing outdoor sport footwear in the internal spaces. On no account are boots to be brought into the changing areas or showers and cleaned – there are no bootwash facilities and boots should be cleaned elsewhere.
15. Maximum numbers. The following restrictions on maximum use apply to School premises by hirers when seating is required:

Western Road Drama Hall	250
Barnfield Hall	400
Western Road Café	200



QUEEN ELIZABETH'S SCHOOL LICENCE AGREEMENT

THIS AGREEMENT is made the [DATE] day of [MONTH] 20[YEAR]

BETWEEN

1. Queen Elizabeth School (Registered Office - Western Road, Crediton , Devon EX17 3LU) for whom Mrs S Pym, Director of Finance is authorised to act ("the School")
2. [LICENSEE NAME] of [LICENSEE ADDRESS]
("the Licensee")

WHEREAS

1. Queen Elizabeth's School is the occupier of premises known as Queen Elizabeth's School Crediton, Devon ("the School")
2. The Licensee wishes to use [EXACT DESCRIPTION OF SPACES TO BE USED] ("the Premises") commencing on [DATE IN FULL] and ending on [DATE IN FULL] for the purposes of [DESCRIPTION OF PROPOSED USE] ("the Permitted Use") and has applied for the Academy's licence and permission for this use

THE LICENCE TERMS

NOW IT IS HEREBY AGREED

1. The School hereby grants unto the Licensee from the date hereof for a period of [NUMBER OF DAYS] with effect from [DATE] unless determined earlier in accordance with Clause 5 hereof the right to use the Premises between [START TIME] and [END TIME] each day.
2. The Licensee hereby agrees that the School may continue to use the Premises during the periods specified in clause 1 for the purposes of [DEFINE PURPOSES]

LICENSEE'S AGREEMENT WITH THE LICENSOR

3. The Licensee agrees with the School as follows:
 - 3.1 Not without the consent of the School to use the Premises for any purpose other than the Permitted Use
 - 3.2 Not to make any alterations to the Premises without first obtaining the prior written consent of the School
 - 3.3 Not to cause or permit anything to be done in or on the Premises or any part thereof which may cause a nuisance or annoyance or cause any damage or inconvenience to the School or the owners or occupiers of any adjoining or neighbouring property
 - 3.4 Not to use any equipment belonging to the School without prior written consent of the School and in the event of consent being given any equipment belonging to the School which becomes damaged during the course of that use shall be replaced at the expense of the Licensee
 - 3.5 To obtain all necessary approvals in connection with the Permitted Use of the Premises including planning permission and any other statutory concerns and approvals

- 3.6 To comply with the requirements of any statute or regulations of any government department or local authority relating to the use of the Premises
- 3.7 To be responsible for leaving the Premises in a clean and tidy condition
- 3.8 To be responsible for the conduct of those visiting the Premises in connection with the Permitted Use including contractors and to ensure that such persons adhere to any regulations and instructions made from time to time by the School in respect of use of the Premises
- 3.9 To carry out risk assessments initially and at regular intervals thereafter in relation to the Permitted Use and to liaise with the School with a view to establishing any necessary common policies aimed at minimising risks to health and safety
- 3.10 To insure any equipment brought onto and/or left on the Premises as part of the Permitted Use
- 3.11 To indemnify the School against all losses claims demands actions proceedings, damages costs of expenses or other liability arising in any way from this licence any breach of any of the Licensee undertakings contained in this licence or the exercise of any of the rights given in this licence
- 3.12 To hold and maintain a public indemnity insurance policy for a sum of not less than £5,000,000 (five million pounds) in respect of any single claim and shall produce the said policy to the School upon request and the receipt of the last premium paid in respect thereof

ADDITIONAL ACCOMMODATION

4. If any additional accommodation is required such as the car parking areas, external walkways, playgrounds or playing fields during the periods of use then this shall be only with the written agreement of the School

DETERMINATION

5. The Licensee may at any time serve notice to determine the Licence with immediate effect at which point this Licence shall absolutely cease and determine without prejudice to either party against the other in respect of any antecedent claim or breach

LICENCE FEE

- 6.1 The Licensee shall pay to the School by way of acknowledgement for this licence and the rights hereby granted the fee of £ [LICENCE FEE IN NUMERALS] [LICENCE FEE WRITTEN OUT IN FULL] pounds.
- 6.2 The licence fee is payable in advance.

SIGNED by [NAME] for and on behalf of Queen Elizabeth's School

in the presence of [WITNESS NAME] [WITNESS ADDRESS]

SIGNED by [LICENSOR NAME] for and on behalf of [LICENSEE ORGANISATION]

In the presence of [WITNESS NAME] [WITNESS ADDRESS]

Reviewed by Clare Marcus-Embleton	23/2/23
Ratified by Governors	27/3/23