



Exmouth
Community
College

LETTINGS POLICY

Policy Details	
Written by	Based on Devon Model Policy
Reviewed by	Rich Marratt
Ratified by	ECC SLT
Review Cycle	Annual
Review date	Summer 2026

Policy Objectives

The College SLT adopt and endorse this Lettings Policy and recognise the principles therein, namely:

- (i) that College estate represents a significant capital investment and should be fully utilised
- (ii) that College estate is a valuable community resource
- (iii) the needs of the students are paramount and will always take precedence over external lettings
- (iv) that College estate is a valuable source of income and may be offered for private or commercial usage.

Priority Usage

The College has adopted the following categories of priority user:

- (i) youth groups
- (ii) statutory users
- (iii) private users (non-commercial, not for profit organisation such as charities)
- (iv) private users (commercial)

Youth groups - 75% of the group must be made up of Exmouth Community College students or local children who are under the age of 16.

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

Conditions of Hire

The College has adopted a set of conditions under which the College estate may be hired. These conditions form part of the contract to this Lettings Policy.

Administration of Lettings

ECC SLT recognise that it would be impossible for them to personally vet every applicant or organisation wishing to make use of the College estate. Accordingly, they have delegated the authority to accept applications for hire to the People & Operations Manager.

Variations

No member of staff except for the People & Operations Manager or Headteacher is allowed to vary the terms and conditions from which the College estate are hired to either individuals or organisations nor to deviate from the published charging policy. The People & Operations Manager and Headteacher have the discretion to apply a discount in circumstances that they deem appropriate.

Lettings Documentation

All formal hiring of the College estate, including those for which no charge is made, shall be properly documented. All hirers **must** complete a contract, other associated documentation and are to receive a copy of the conditions of hire. The hire agreement is a contract which may be enforced at law.

Scale of Charges

In arriving at the scale of charges the following principles have been used:

- (i) that youth groups will receive a discounted rate
- (ii) that statutory users will be charged no more than cost

- (iii) that private users (non-commercial, not for profit) will be charged at cost plus a small amount to enable reinvestment back into the facilities
- (iv) that private users (commercial) will be charged at cost plus an amount to enable reinvestment back into the facilities
- (v) that there will be parity of treatment for similar users
- (vi) that overall the cost of letting College facilities will be recovered from users

For charging, the People & Operations Manager and Headteacher are empowered to determine to which group any individual or organisation belongs. The basis of charging will be determined by the purpose for which a letting is arranged.

Discounts

Discounts are at the discretion of the People & Operations Manager and Headteacher.

Value Added Tax

The College is constrained by law to apply value added tax to all transactions where this is required at the appropriate rate.

Insurance

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

Safeguarding

Where the estate is hired by/for groups including young people or vulnerable adults, the group must have a safeguarding statement and policy, clear and robust safeguarding procedures, and enhanced DBS checks in place.

The hirer will be asked to supply a copy of their safeguarding statement and policy at the time of booking. In line with obligations under the Prevent strategy the College will need to confirm the purpose of the hire as bookings cannot be accepted from any individual or organisation who may have links with extremist groups.

Minimum charges and deposits

The minimum hire period will be one hour.

The College reserves the right to require a deposit over and above the hiring charge as a surety against damage to the estate (including any equipment) or the estate being left in an unacceptable condition which necessitates incurring an additional cost for cleaning, caretaking, or other expenses.

Cancellations by Hirers

Governors reserve the right to recover any costs incurred by the College which are unavoidable and result directly from the cancellation of a letting.

Cancellation Charges:

- (i) 10% if the cancellation is received at least 10 working days before hire
- (ii) 25% if cancellation notice is received between 5 working days and 10 working days before the hire
- (iii) 50% if cancellation notice is received between 1 working day and 5 working days before hire
- (iv) 100% if cancellation notice is less than 1 working day before hire

Hire fees will be refunded in full if notice of at least 20 working days is given of a cancellation.

Cancellations by the College

Occasionally it may be necessary for the College to cancel a booking (for example if the hired space has developed a defect). In such cases the College will endeavour to give as much notice as possible to the hirer, although it must be understood that defects may occur unexpectedly at very short notice. The College will endeavour to give a full refund for sessions that it is forced to cancel.

Weather

Hirers make bookings at their own risk regarding weather; the College will not issue refunds or credits where weather factors cause the hirer to not take up their planned activity. Where low temperatures mean that for safety reasons the outdoor AstroTurf pitches cannot be used, the College will issue a refund to the hirer.

Payments

All bookings and payments are to be made through School Hire. In exceptional circumstances, payment via an invoice can be considered; the College will expect payment within 30 days in line with our credit terms.

Extension of Credit

In all the cases the College reserve the right to withdraw credit facilities where prompt payment is not received. The governors have chosen to delegate the approval of credit facilities to the People & Operations Manager.

Security

The College will normally insist upon continuous Estates & Facilities Team presence during any period of letting or hire of the estate.

Alcohol

The College will not permit alcohol to be sold or served without consent. If consent is given, alcohol may not be sold on the estate without an appropriate licence and the hirer is responsible for obtaining any said licence. A copy of the licence will need to be given to the Finance Team to enable it to be displayed in the venue.

For information on licences visit: www.eastdevon.gov.uk

Smoking & Vaping

All areas of the the College estate are a No Smoking and No Vaping zone. Hirers are responsible for ensuring that all individuals that come on to the College estate for their activities (including staff, helpers, children, parents, carers or other family members or friends) comply with the No Smoking/Vaping policy at all times. Failure to comply will result in the cancellation of all hirer bookings and forfeiture of fees paid.

Public Entertainment

It is the responsibility of the hirer if applicable to obtain the necessary Entertainment Licence. A copy of the licence will need to be given to the Finance Team to enable it to be displayed in the venue.