



Lettings Policy

Approved/Reviewed: September 2026	Next review due: September 2028
Governing Body Committee: HRFF	CLT contact: Ian Smart
Policy adopted by the Governing Body on: October 2026	

Policy – Amendment Record Sheet

Amendment Number	Section Amended	Amended By	Reason for Amendment	Date
01	Front page	ISM	Change in COVID guidelines	26/07/22
02	Catering Services	ISM	External users not permitted to access the College's Main Kitchen	26/07/22
03	Information Sheet	ISM	Site Team contact details – change in team members	26/07/22
04	General	ISM	General housekeeping. No vaping policy made more explicit.	31/07/2024
05	Cover page	ISM	Message there will be no lettings from Sep 24 to Oct 25 due to maintenance works	31/07/2024
06	All sections	ISM	Updating and adapting the policy so it can be used with the online SchoolHire system and Sports Hall lettings	28/09/2026
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1. Aims and Scope

The College aims to:

- Make sure its premises and facilities can be used, where appropriate, to support community or commercial organisations
- Allow the hiring of the premises without using the school's delegated budget to subsidise this
- Charge for the use of the premises to cover the costs of hire and, where appropriate, raise additional funds for the College
- Not let any hiring out of the premises interfere with its primary purpose of providing education to its students
- Hire out facilities in a way that is safe, following government guidelines and the College's risk assessment(s)

The safeguarding of young people is paramount in Torpoint Community College. All staff have received training re the Prevent Duty and understand their responsibility to prevent extremism and radicalisation. Students have been advised about the issues surrounding this.

2. Areas available for hire

2.1 Available areas

The College will permit hire of the following areas:

- Sports Hall (includes the main sports hall and an exercise studio)
- Main Hall
- Gym
- Classrooms
- Playing field (excluding football and rugby pitch).

2.2 Capacity and charging rates

The maximum capacity and rates for hiring each area are as follows:

Capacity figures of the Main Hall (in accordance with Health and Safety regulations):

Occupancy	Area Surrounding Main Hall	Figures if only Lower Area of Hall to be used	Total
Dancing	150 persons	233 persons	383 persons
With Tables & Chairs	0 persons	100 persons	100 persons
Seated Audience	100 persons	120 persons	220 persons

Other areas:

	Concessionary & Community Rate (Note the VAT rule below)	Business Rate/Private Users*	Notes
	£	£	
Classroom	25.00 per hour	25.00 per hour	VAT may be applied

Main Hall	25.00 per hour	25.00 per hour	VAT may be applied
Gym	25.00 per hour	25.00 per hour	VAT may be applied
Sports Pitch	20.00 per hour	25.00 per hour	VAT may be applied
Sports Hall (Main Hall)	25.00 per hour	25.00 per hour	VAT may be applied
Sports Hall (Exercise Studio)	25.00 per hour	25.00 per hour	VAT may be applied
Equipment	By arrangement only		

3. Charging rates and principles

3.1 Rates

The rates for hiring out different areas are listed in the table in the section above. We may decide that certain organisations or activities can use the premises for a reduced rate, or free of charge, if it supports the core aims of the College. Rates may also vary subject to late evening, weekend or bookings during holiday periods. The minimum hire period is one hour.

We may decide to impose an additional cleaning fee on top of the hiring rates, subject to the nature of the booking.

3.2 VAT

Sports facilities are subject to standard-rated VAT. However, **community club** bookings will be VAT-exempt if they meet the strict HMRC “10 or more lets” block-booking rule. To qualify for VAT exemption on sports facilities, **all** of the following conditions must be met:

- The booking must consist of 10 or more sessions
- The interval between each session must be at least 1 day but not more than 14 days (e.g. weekly or fortnightly sessions)
- Each session must be for the same sport/activity at the same location
- The contract (booking) must be paid for as a whole series, meaning the user is liable for all sessions even if they skip one. Note: payment can be made in instalments, but cannot be a “pay as you go” casual booking
- The club must have exclusive use of the facility during those times.

Where the main purpose of the letting is the use of the equipment, VAT will be charged on the whole value of the let.

Lettings of sports facilities for non-sporting purposes is exempt from VAT. For example, the letting of a College playing field for a fete or the gymnasium for a meeting.

3.3 Cancellations

We reserve the right to cancel any agreed hiring with a minimum of 5 days’ notice, and or where it is beyond the College’s control.

A full refund will be issued if we do cancel a hire. The College shall not be liable for any indirect or consequential losses, including (without limitation) any loss of profits, loss of business or the loss of any revenue arising out of the cancellation of any hire.

The hirer of the premises can cancel any hire with a minimum of 5 days' notice. If less notice than this is given, the licensee shall not be entitled to a refund.

3.4 Review

The revenue raised from hiring out will be reviewed by the College and will be fed into the school's financial reporting, to ensure best value is being achieved.

4. Application process

Those wishing to hire the premises should complete the online booking application, including payment in full and up front, and adhere to the terms and conditions of hire set out in Section 5 below. Note payment isn't actually taken until the request has been approved by the College. Arrangements for block booking payment schedules can be made with the College so they are more affordable for the hirer.

Once an online booking request has been submitted, approval of the request will be determined by the Director of Business and Finance or Finance Manager. In exceptional circumstances, approval of the request will be determined by the Headteacher.

If the request is approved, the hirer will be notified via the online booking system and the payment will be processed. This process will also provide details of the emergency evacuation procedures and other relevant health and safety documents. The hirer will also need to provide proof of its public liability insurance and any safeguarding information where it is applicable.

We reserve the right to decline any applications at our absolute discretion, in particular where the organisation does not uphold the values of the College or reputational damage may occur.

5. Terms and conditions of hire

The following terms and conditions must be adhered to in the hiring of the school premises. Any breach of these terms will result in cancellation of future hires without refund:

1. "Hirer" means the person or entity identified in the relevant hire request form.
2. The hirer shall pay the full amount as stipulated by the College, and shall not be entitled to set off any amount owing to the College against any liability, whether past or future, of the College to the licensee.
3. The hirer shall occupy the part(s) of the premises agreed upon as a non-exclusive licensee and no relationship of landlord and tenant is created between the hirer and the College by this licence.
4. The hirer shall not sub-licence any of the premises under the licence.
5. The hirer shall not use the premises for any purpose other than that agreed upon in the licence, as set out in the hire request form.
6. Any additional uses of the premises not agreed in writing by the College will result in the immediate termination of the licence.
7. The College shall retain control, possession and management of the premises and the hirer has no right to exclude the College from the premises.
8. The hirer shall be responsible for all matters relating to health and safety and shall be responsible for those in attendance during the specified time.

9. The hirer must take out its own public liability insurance with a reputable insurer and, where requested by the College, shall provide a copy of the relevant insurance certificate before the start date of the licence.
10. The hirer shall not conduct, nor permit or suffer any other person to conduct, any illegal or immoral act on the premises, nor any act that may invalidate any insurance policy taken out by the College in relation to the premises.
11. The hirer shall indemnify and keep indemnified the College from and against:
 - a. Any damage to the premises or College equipment;
 - b. Any claim by any third party against the College; and
 - c. All losses, claims, demands, fines, expenses, costs (including legal costs) and liabilities, arising directly or indirectly out of any breach by the hirer of the licence or any act or omission of the hirer or any person allowed by the hirer to enter the premises
12. Save that nothing in the licence shall exclude or limit either party's liability for personal injury or death arising from the negligence of either party or any other liability that cannot be excluded by law, the College shall not be responsible for any losses of a direct or indirect nature, and its maximum liability to the hirer shall not exceed the total fees paid or to be paid to the College by the hirer under the licence.
13. Any cancellations by the College made with at least 5 days notice will be refunded.
14. Any cancellations by the hirer received with less than 5 days notice will not be refunded.
15. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
16. The hirer will leave the premises in the condition it was found in, leaving the area clean and tidy and not leaving any of their own equipment behind.
17. The hirer will ensure the area hired is left in a clean and tidy state.
18. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior written agreement from the College.
19. If the hirer breaches any of the terms and conditions, the College reserves the right to terminate the licence and retain any fees already paid to the College, without affecting any other right or remedy available to the College under the licence or otherwise.
20. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
21. The hirer will acquire all appropriate additional licences for any activities they are running, including those required for use of any third party intellectual property.
22. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running.
23. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
24. The College's premises hire policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation issued by the College shall apply to and are incorporated in the licence.
25. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
26. The College and the hirer irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising from this licence.

Minimum Charges

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

SAFEGUARDING

The College is dedicated to ensuring the safeguarding of its students at all times. It is a requirement of hire that hirers abide by the College's requirements in respect of safeguarding. Any failure from the hirer in this respect will result in the hire being terminated.

It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space. If there is a chance that those hiring the premises will come into contact with students, for example if the hire occurs during school hours, or when students may be present in the school (during after-school clubs or extra-curricular activities), we will ask for confirmation that the hirers have had the appropriate level of DBS check.

The hirer will be required to have appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide copies of these policies on request to the College.

The hirer confirms that, should any safeguarding concerns present themselves during the hire of the College premises, they shall contact the College's Designated Safeguarding Lead, or the Headteacher as soon as reasonably practicable.

The hirer understands that if the College receives an allegation relating to an incident where an individual or organisation is using our premises for running an activity for children, we will follow our usual safeguarding procedures and inform our local authority designated officer (LADO).

REVIEW OF POLICY

We will review and update this policy when the guidance on which it is based changes, or when this version of the policy otherwise stops being applicable.

Any updates to this policy will be shared with the full governing board.

Appendices:

1. Hiring Agreement for the use of Facilities at Torpoint Community College.
2. Information Sheet – Use of Facilities at Torpoint Community College.

HIRING AGREEMENT FOR USE OF FACILITIES AT TORPOINT COMMUNITY COLLEGE (September 2026)

1. Applications

All correspondence and applications for the hire of facilities at Torpoint Community College must be completed online using our booking system. The Governors and Headteacher of the College reserve the right to call for further particulars of any proposed hiring.

2. Hirer

The hirer must be over 18 years of age and shall be the person by whom the application for the hiring has been submitted. Such person shall be responsible for the payment of the scale and other fees payable in respect of the hiring and for the observance and performance in all respects of the compositions and stipulations herein contained and on the part of the hirer to be observed and performed. Payment is required in full and up front using the College's online booking system, with the exception of block bookings for which payment schedules may be agreed with the College.

3. Right of entry

The College reserves to its employees and governors, the right to enter at all times on producing evidence of their identity. The ticket taker, or stewards, where applicable are to be instructed accordingly by the hirer.

4. Cancellation of Hiring

The right is reserved to cancel any hiring, without notice, where the College considers it necessary for any case outside their control. In the event of any hiring being cancelled, the fee paid by the hirer will be refunded, but the College shall not be held liable or required to pay compensation for any loss sustained as a result of or in any way arising out of the cancellation of the hiring.

5. Preservation of Order

The hirer is responsible for the preservation of good order during the hiring of the College premises and for any damage that may be done to the property in consequence of the hiring or which would not have been done if the hiring had not taken place. No nails, tacks, screws, etc shall be driven into any of the walls, floors, ceiling, furniture or fittings, or adhesive tape used on flooring. At any hiring to which members of the public are admitted, the Hirer shall provide adequate supervision who shall be present throughout the hiring.

In the event of any such damage, the College may make it good and the hirer, by the acceptance of the hiring subject to these regulations, will thereby be deemed to have undertaken to pay the cost of such reparation.

6. Intoxicating Liquor

Intoxicating liquor shall not be sold or consumed on College premises, unless written approval in advance has been obtained from the Headteacher, and the appropriate licence obtained from the licensing justices.

7. Licensing

The premises hired shall not be used for cinematograph exhibitions, public music or music and dancing, or stage play purposes for which a statutory licence is required to be granted by Cornwall Council as licensing authority unless such a licence had been so granted in respect of the premises and the hirer shall strictly obey and observe all the requirements laid down in the licence.

8. Catering Services

Use of, and access to, the College's catering facility (main kitchen) is not permitted.

9. Gaming

No gaming is allowed except in accordance with the condition of the Gaming Act 1968 (as amended) and the Gaming (Bingo) Act 1985 when gaming is carried on as an entertainment promoted for raising money be applied for purposes other than private gain.

10. Furniture and Equipment

College furniture (other than chairs for use in the hall) shall not be moved except by arrangement.

11. Copyright

The hirer shall comply with all the provisions of the latest Copyright Act. If the hirer fails to do so any permission previously granted by the Headteacher to use the College premises shall be immediately cancelled and the Headteacher shall have the right to recover fees, charges or any other payments referred to in these regulations.

The hirer shall indemnify the College/governors from and against all actions, proceedings, costs, claims or demands whatsoever, arising out of the performance of Copyright works on College premises.

12. Performing Rights Society Licence

The hirer shall ensure that the requisite Performing Rights Society Licence is obtained where music is to be performed or songs sung.

13. Electrical Systems

Any alteration or addition to the College lighting or electrical heating systems is strictly forbidden, except with the written consent of the Headteacher. Consent may be subject to conditions, which the hirer will be required to observe and, where necessary, the consent of the electricity undertakers.

14. Stage Lighting

There is no stage lighting available for use on any hiring.

15. Cancellation/Postponement of Hiring

Any cancellations by the hirer received with at least 5 days' notice will be refunded. Any cancellation by the hirer received with less than 5 days' notice will not be refunded.

16. Indemnity

The hirer shall indemnify the College against all action, proceedings, claims and demands whatsoever which may arise as a result of the hiring.

17. Entertainment Programme

The hirer, if called upon to do so by the College, furnish for approval a copy of the programme or any entertainment to be given during the hiring and in that event no entertainment shall be except in conformity with a programme which has been approved by the College. Failing approval of a programme, the hirer will be refunded.

18. Children's Entertainment

The following provision of Section 12 of the Children and Young Persons Act 1933 must be strictly complied with:

- a) Where there is provided in any building an entertainment for children, then, if the number of children attending the entertainment exceeds one hundred, it shall be the duty of the person providing the entertainment to station and keep stationed wherever necessary, a sufficient number of adult attendants, properly instructed as to their duties, to prevent more children or other persons being admitted to the building, or to any part thereof, than the building can properly accommodate, and to control the movement of the children and other persons admitted while entering and leaving the building or part thereof, and to take all other reasonable precautions for the safety of the children.
- b) Where the occupier of a building permits, for hire or reward, the building to be used for the purpose of an entertainment he shall take all reasonable steps to secure the observance of the provisions of this section.
- c) If any person on whom any obligation is imposed by this section fails to fulfil that obligation, he shall be liable, on summary conviction, to a fine not exceeding, in the case of a first offence, fifty pounds, and in the case of second or subsequent offence one hundred pounds, and also, if the building in which the entertainment is given is licensed under the Cinematograph Act 1909 or under any of the enactments relating to the licensing of theatres and of houses and other places for music or dancing, the licence shall be liable to be revoked by the authority by whom the licence was granted.
- d) A constable may enter any building in which he has reason to believe that such entertainment as aforesaid is being, or is about to be provided, with a view to seeing whether the provisions of this section are carried into effect, and an officer authorised for the purpose by an authority by whom licences are granted under any of the enactments referred to in the last foregoing subsection shall have the like power of entering any building so licensed by that authority.

19. Safeguarding Children

The College is dedicated to ensuring the safeguarding of its students at all times. It is a requirement of hire that hirers abide by the College's requirements in respect of safeguarding. Any failure from the hirer in this respect will result in the hire being terminated.

It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space. If there is a chance that those hiring the premises will come into contact with students, for example if the hire occurs during school hours, or when students may be present in the school (during after-school clubs or extra-curricular activities), we will ask for confirmation that the hirers have had the appropriate level of DBS check.

The hirer will be required to have appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide copies of these policies on request to the College.

The hirer confirms that, should any safeguarding concerns present themselves during the hire of the College premises, they shall contact the College's Designated Safeguarding Lead or the Headteacher as soon as reasonably practicable.

The hirer understands that if our College receives an allegation relating to an incident where an individual or organisation is using our premises for running an activity for children, we will follow our usual safeguarding procedures and inform our local authority designated officer (LADO).

20. Additional Regulations – Hire of Playing Fields/Open Spaces

No warranty is given by the College that the field or open space is fit for use proposed and the hirer must satisfy themselves as to the field's suitability and take all reasonable precautions for the safety of all persons likely to use the field or open space during the period of hire.

The hirer shall be responsible for supervising the behaviour of all persons using the field and will not allow its use in such a manner as to be likely to cause nuisance or annoyance to the occupiers of neighbouring premises.

No lines are to be marked on the field or grassed area without the specific consent of the Headteacher on behalf of the Governors.

The hirer shall not allow the field or a part thereof to become fouled by dogs.

21. Definition

All references in these regulations to the Governors shall, where the context so admits, include a reference to Cornwall Council/Torpoint and Rame Cooperative Learning Trust as owner of the land.

22. No Smoking/Vaping Policy

Torpoint Community College is a designated no smoking and no vaping area. The hirer must abide by these regulations.

23. Fire Regulations and Exits (see attached plan)

During the school day hirers/visitors must comply with regulations as set out in the 'Safety Guidelines' attached to the 'visitors badge' issued at reception. In the event of a fire, hirers/visitors must proceed to the designated Assembly Point (hard play area during the school day, or on the front field opposite the caretaker's bungalow out of school hours). During out of College hours the person responsible for a letting is responsible for calling the Fire Brigade.

If the hiring is taking place in the Sports Hall, the hirer is to follow the Sports Hall Evacuation Procedure. The evacuation assembly point is located in the bus bay of the Sports Hall car park. A copy is attached to this document.

INFORMATION SHEET - USE OF FACILITIES AT TORPOINT COMMUNITY COLLEGE (September 2026)

Access

College Site. The College Site Team will ensure the site can be accessed at the times stated in the Hiring Agreement. The main site should be accessed via the main gate off Trevol Road, or via the official public footpath. The College building should be entered via the main reception; other means of access are only to be used if agreed by specific arrangement with the College. Visitors are requested to remain in the designated areas and not to go wandering around the College. The Sports Hall is to be accessed via the building's main entrance only.

Parking. Vehicles are to be reverse parked in designated parking areas only and are not to be left on site after the agreed booking times. In the event that the number of vehicles is expected to exceed the number of designated parking spaces, separate arrangements are to be made by the hirer. Vehicles are not to park on 'green areas' such as the sports pitches. When reversing a vehicle, such as a minibus or larger vehicle, and there are staff / students on site another adult should be present to oversee the manoeuvre to ensure the safety of all that may be in the vicinity. If using the Sports Hall, there is parking available in the adjoining car park or in Thanckes Car Park on the opposite side of the road (parking fees may apply in Thanckes Car Park).

Communication

Useful contact telephone numbers are listed below:

Torpoint Community College – 01752 812511
Site Team –TBC on application.

Facilities/Premises Condition

Cleanliness. The facilities/premises hired should be in a clean and serviceable condition prior to the hiring. The College expects the facilities/premises to be left in the same state/condition after they have been used.

Toilets. Toilet and hand-washing facilities are located near the College staff room. There is also an accessible/disabled toilet facility in the same vicinity; the code for accessing this facility can be obtained from the Site Team. The Sports Hall has toilets in the changing rooms. It also has a disabled toilet and baby changing facility.

Equipment

The only College equipment to be used on site is that which is included in the hiring, and/or equipment brought onto the premises. Details of equipment that is to be brought onto the premises should be included on the application form.

You are requested not to move College furniture and equipment except by prior arrangement with the Site Team, and to ensure that College property is not tampered with.

Policies

Action on a Fire. If the fire alarm sounds then please evacuate the building by the nearest exit (this must be identified by the instructor/organiser and pointed out to attendees at the beginning of the hiring) and proceed to the designated assembly point (for the main site it is the hard play area during school hours, or on the front sports field opposite the caretaker's bungalow out of school hours; for the Sports Hall it is in the bus bay of the car park adjoining the building). Do not re-enter the buildings until instructed to do so by either a member of staff, or the fire officer. The College Site Team/Sports Hall Leisure Assistant and or hirer will be responsible for telephoning the fire brigade.

Smoking/Vaping. Torpoint Community College has a strict no smoking and no vaping policy on site. Smoking/vaping is permissible in the area of the public footpath that enters the site from Antony Road and Trevol Road.

Security. All windows and fire doors should be closed when the facility is finished with lights left on/turned off as directed.

Health and Safety. It is the College's policy to ensure that all staff, students and visitors operate in a safe environment. If you notice anything that could be a safety hazard, please notify the Site Team/Sports Hall Leisure Assistant and remedial action will be taken where possible. Any accidents or near misses should be reported to the Site Team.

First Aid. First Aid is not covered as part of the Hiring Agreement. However, College first aiders (if present) will offer assistance on the premises should there be an incident that requires their support. There are also three defibrillators located on the College site; in the College's main reception, Sixth Form and Sports Hall.

Defects/Breakages. It is requested that any defects with equipment hired, or breakages in the facilities used, are reported to a member of the Site Team/Sports Hall staff. Any financial settlement for breakages/damage will be in accordance with the Hiring Agreement.

Safeguarding Children. In addition to the user's liability in respect of health and safety, the user specifically undertakes to ensure suitable arrangements are in place in regard to safeguarding children and child protection

Summary

We hope that you enjoy your time at the College and that the organisation of your hiring has been as smooth and seamless as possible. The College is keen to work to continuously improve its service and would appreciate your feedback on your experience in booking, and utilising, the College's facilities.