

# YSGOL PENALTAU

## LETTINGS POLICY

### INTRODUCTION

The Governing Body recognises the school's buildings and grounds are a valuable community resource and will try to accommodate additional use. However, our priority is to support the school in providing the best possible education for our pupils and this will be a key factor in considering any letting of the premises.

- Educational use of the premises will be prioritised – any letting must not interfere with usual school activities.
- The school's delegated budget will not be used to subsidise any lettings by community or commercial organisations.
- The governing body may vary charges for different purposes.
- Availability of school facilities for use by third parties and the terms of use will be agreed by the governing body in conjunction with the Headteacher
- Where appropriate, formal approval may be required from the Local Authority.

### SCOPE

This policy applies to all use of school premises (buildings and site) by community or commercial organisations. This includes one-off lettings and continuous arrangements.

Use of the premises for activities such as staff meetings, parents' meetings, governing body meetings and extra-curricular activities of pupils supervised by school staff fall within the usual scope of school life and are therefore outside the scope of this policy.

Related policies: Health & Safety Policy, Safeguarding.

### ROLES & RESPONSIBILITIES

The **governing body** is responsible for:

- Approval and regular review of this policy
- Monitoring the effectiveness of the policy
- Considering and approving additional use of the school premises
- Setting charges for use of school premises and facilities outside usual school activities.

These responsibilities will be delegated to the Governing Body.

To enable effective management of school premises, the governing body has delegated day to day management of lettings to the Headteacher.

The **Headteacher** is responsible for:

- Management of lettings, in accordance with this policy and related policies and guidance. This may be delegated to school staff (for administration and site management) in full or in part whilst retaining overall responsibility for the lettings process
- Ensuring monies received from lettings are recorded in the appropriate school budget
- Maintaining full records of lettings including, as appropriate, risk assessments, contracts, invoicing and payment records.
- Advising the governing body or appropriate committee of additional use of school facilities, including new requests and termly report of lettings
- Notifying users of any changes to terms, conditions and/or charges relating to the use of school facilities.
- Ensuring the policy is implemented and advised to relevant school staff.

If the Headteacher has any concern about whether a particular request for a letting is appropriate or not, they will consult with the Chair of the Resources Committee (or Chair of Governing Body if the Committee Chair is not available), who is empowered to determine the issue on behalf of the Governing Body.

**Declaration of Interest:** Any members of school staff or governors having connection with a letting must formally declare this, declarations should be formally recorded at the appropriate meeting.

## **POLICY DETAILS**

### **Letting Charges:**

Letting charges will be reviewed annually, during the spring term, by the Governing Body for implementation with effect from 1 April of that year. Letting charges are detailed in Appendix A to this policy.

The governing body may waive charges for activities which are education related and support the ethos of the school. All requests for waivers must be referred to the governing body and agreed in advance of the letting.

Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the organisations involved.

Polling Station: For the purpose of taking the poll in England and Wales, the (Acting) Returning Officer is entitled to use free of charge schools maintained or assisted by a local authority.<sup>1</sup>

VAT: Where applicable, VAT will be charged in addition to letting charge.

### **Conditions of Hire:**

As set out in the lettings terms and agreement, Appendix B to this policy.

A letting should only be confirmed as accepted when a signed letting agreement is in place. Any amendments to an agreement will require a new agreement form to be signed.

### **Lettings Documentation:**

All hiring of the school premises, including for which charges are waived, shall be fully documented and reported termly by the Headteacher to the Governing Body. This will include details of users, finances, incidents, accidents, enquiries and any lettings refused.

### **Cancellation & Complaints:**

The governing body has the right to refuse or cancel any letting, or withdraw permission for the hirer to occupy any part of the premises. The governing body and school will not be responsible for any costs incurred as a result of cancellation.

Where the hirer has a complaint, the school's complaints policy and process will apply. If the school has a complaint about the hirer, in the first instance the Headteacher will raise this with the hirer. If the complaint is not resolved it will be escalated to the governing body to decide on the appropriate action to be taken.

### **Payment & Deposits:**

Income and expenditure associated with lettings will be regularly monitored to ensure that at least a "break even" situation is being achieved where costs associated with additional use are recovered. Where costs cannot be apportioned, estimates of associated elements may be used, including but not limited to:

- Premises management costs, including additional security/caretaking, opening/closing/ locking premises, based on staffing hours required
- Administration
- Equipment hire, school equipment wear and tear
- Cleaning
- Heating and lighting.

The governing body is mindful of responsibility for protecting the school from bad debt. Therefore payment at the time of booking will be required for one-off bookings. Charges for regular bookings will be invoiced each half term.

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<sup>1</sup> Reviews of polling districts, polling places and polling stations (The Electoral Commission)

The governing body reserves the right to charge 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. This will be returned, subject to deduction of any costs directly incurred such as repair, replacement and cleaning.

### **Safeguarding & Security:**

The school's safeguarding policy and procedures will be considered when dealing with external organisations working with children and young people.

Use of school buildings will not normally be permitted during school hours. Where this is agreed, the Headteacher will complete a risk assessment with the hirer and will report the arrangement to the governing body in advance.

The governing body will not normally insist upon continuous caretaking presence outside school hours. However, they reserve the right and delegate power to the Headteacher to insist upon caretaking presence where in their view the nature of the hiring may leave the school vulnerable to theft or damage. This additional cover will be included in the letting charge.

### **Health & Safety:**

The following guidance will be followed for all lettings:

- The school and the hirer must ensure that the premises are suitable for the intended use and will complete necessary risk assessments.
- The school and the hirer must agree the extent of the use of premises and equipment. The hirer must ensure that users are restricted to agreed areas.
- The school will ensure that the hirer is competent to use any equipment provided by the school and that all equipment is in a safe condition.
- The school will brief the hirer on health & safety procedures, including fire safety arrangements and safe use of any equipment included in the hire.
- No equipment will be brought on to the site without prior approval, electrical equipment will also require a PAT testing certificate.
- The school will ensure that the means of access and egress are safe for the hirer.
- The school will advise the hirer of any known hazards prior to their letting commencing and will request that the hirer notify the school of any hazards during the letting.
- The hirer must provide a named contact who will be on the premises during the hire.
- The school will provide the hirer with a list of persons to contact in the case of any emergency or problem arising.
- The hirer must make suitable arrangements for first aid, including provision of first aid equipment.
- An incident form must be completed by the hirer in the event of an accident or incident occurring on the premises.
- The school's site manager/caretaker will check that the premises have been left in a safe, clean and tidy condition.

**Restrictions:**

Gambling, alcohol and smoking are not permitted on school premises.

**TRAINING AND AWARENESS**

The Headteacher will ensure that staff are aware of this policy and provide guidance and training as appropriate.

The Headteacher will arrange for this policy to be published on the school website for information.

**MONITORING AND REVIEW**

This policy will be reviewed annually by the Recruitment & Resources Committee and the scale of hire charges will be updated for the forthcoming financial year.

Lettings agreed will be reported termly to the Recruitment & Resources Committee by the Headteacher.

## **APPENDIX A – Lettings Charges**

HALL: £10.00 per hour

OTHER AREAS: Charge to be confirmed by the governing body

Any additional administrative, caretaking or cleaning costs will be charged at full cost.

The governing body reserves the right to vary charges where there any change in the letting arrangement, eg, use of additional area or equipment.

Charges may be reduced or waived (with governing body approval) for education related and support the ethos of the school.

## APPENDIX B – Agreement and Terms of Letting

### Application for hire of school premises and/or grounds

<b>NAME OF HIRER</b>							
<b>ADDRESS</b>							
<b>CONTACT NUMBER</b>							
<b>EMAIL</b>							
<b>PURPOSE OF HIRE</b>							
<b>ATTENDEES</b>	<b>Total:</b>		<b>Adults:</b>		<b>Children:</b>		
<b>SINGLE BOOKING</b>	<b>Date:</b>		<b>Start time:</b>		<b>End time:</b>		
<b>BLOCK BOOKING</b>	<b>Frequency:</b>						
	<b>Start Date:</b>			<b>Start time:</b>			
	<b>End Date:</b>			<b>End time:</b>			
<b>FACILITIES REQUIRED</b>							
<b>EQUIPMENT REQUIRED</b>							
I have read and accept the school's letting policy and the terms and conditions of hire.							
<b>SIGNED</b>							
<b>PRINT NAME</b>					<b>DATE:</b>		

#### For school use:

<b>DATE RECEIVED:</b>		<b>STATUS:</b>	Accepted / Rejected	
PROVIDED BY HIRER (COPIES TO BE RETAINED)				
<b>INSURANCE</b>		<b>Y / N</b>	<b>SAFEGUARDING POLICY</b>	<b>Y / N</b>
<b>CHARGE</b>			<b>CONFIRMED TO HIRER (date)</b>	
<b>H&amp;S BRIEFING &amp; INFO</b>	Provided by / date:			

## **TERMS AND CONDITIONS FOR THE HIRE OF YSGOL PENALLTAU SCHOOL PREMISES**

**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. The 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 the school to them or of creating any tenancy between the school and the Hirer. The Hirer shall not sub-let any area of the school.

**Priority of Use:** The Headteacher will resolve conflicting requests for the use of the premises, with priority at all times being given to school functions and statutory use.

**Safeguarding:** Where the premises are hired by/for groups including children, young people or vulnerable adults, the group must have a safeguarding statement and policy, clear and robust safeguarding procedures and CRB checks in place. The Hirer will be asked to supply a copy of their safeguarding statement and policy at the time of booking.

**Behaviour:** The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated. The school is a community building and the hirer will be held responsible for noise levels and guest behaviour which must not offend other users or local residents.

**Own Risk:** It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk, including use of the car park.

**Insurance:** The Hirer is expected to hold Public Liability Insurance appropriate to the activity being undertaken.

**Health, Safety & Condition of Premises:** During the period of the letting, the Hirer shall be responsible for:

- i. Providing the school with a named contact who will be on the premises for the duration of the letting.
- ii. Ensuring the permitted number of persons using the premises is not exceeded.
- iii. Providing adequate supervision to maintain order and safety, including supervision of children/young people.
- iv. Ensuring all emergency exits are kept unfastened and unobstructed and that no obstruction is placed or allowed to remain in any corridor or circulation area.
- v. Familiarising users with fire-alarm positions, fire-fighting equipment and exit routes.
- vi. Provision of first-aid kit and trained first aider.
- vii. Reporting any incidents or accidents to the Headteacher at the earliest opportunity.
- viii. Compliance with legislation relating the purpose of the letting and activities undertaken, eg, Food Safety Act.
- ix. Ensuring only agreed facilities and equipment are used, in accordance with any instructions and/or training provided by the school.
- x. The repair or replacement cost of any damage, loss or theft of school equipment, fittings and fixtures.
- xi. Ensuring any electrical equipment brought onto the school site has a current PAT test.
- xii. Ensuring compliance with any school provided risk assessments. Where appropriate the hirer will be responsible for undertaking their own risk assessments for specific activities.

The Headteacher shall be responsible for:

- i. Ensuring the Hirer has received a safety briefing, which will include details of fire safety arrangements.
- ii. Providing the hirer with the names and phone numbers of school contacts in the case of an emergency.

The governing body reserve the right and delegate power to the Headteacher to insist upon caretaking presence where in their view the nature of the hiring may leave the school vulnerable to theft or damage. This additional cover will be included in the letting charge.

**Kitchen Facilities:** The school's main kitchen facilities may not be included in any hiring without the specific permission of the governing body and Torfaen Catering Service.

**Intoxicating Liquor:** No intoxicants shall be brought on to or consumed on the premises.

**Smoking:** The whole of the school premises is a non-smoking area, and smoking is not permitted.

**Gambling:** No gambling activity is permitted on school premises.

**Copyright or Performing Rights:** The premises shall not be used for the holding of any public entertainment, theatrical performance, film exhibition, lottery or other similar function without consent of the governing body and such consent shall be subject to the Hirer first obtaining the necessary licence or permission under current legislation, which should be provided to the governing body.

**Scales of Charges and Cancellations:** Charges will be set out in the letting agreement and will be periodically reviewed. Any letting may be cancelled by the governing body without notice.

**Conclusion of the Letting:** The Hirer shall vacate the premises promptly at the end of the letting, ensuring the premises and equipment are safe and secure and left in a clean and tidy state.