

May 2013



LETTINGS POLICY 2016

Responsibility:	S M Botham
Review:	November 2017

1. Introduction

The Governing Body regards the school buildings and grounds (which are owned by the Vale of Glamorgan Council) as a community asset and will make every reasonable effort to enable them to be used as much as practicably possible and within the constraints of available staffing, resourcing and health and safety issues.

However, the overriding aim of the Governing Body is to support the school in providing the best possible education for its pupils, the promotion of equality of opportunity and the community cohesion of the local area. Any lettings of the premises to outside organisations will be considered with this in mind.

2. Definition of a letting

A letting may be defined as:

“Any use of the school buildings and ground by parties other than the school and its partners. This may be a community group (such as a local music group or football team), or a commercial organisation (such as the local branch of ‘Weight Watchers’)”.

The following activities fall within the corporate life of the school. These activities are not considered to be lettings and costs arising from these uses are therefore a legitimate charge against the school’s delegated budget:

- Governing body meetings
- Extra-curricular activities for pupils organised by the school
- School performances
- Parents’ meetings
- Meetings of the PTA
- PTA organised events
- Other school organised events

3. Priority for lettings

The Governing Body is mindful of the needs in the local area and has carried out an assessment of local needs. This information has been used to assess the priorities for lettings.

The following lettings are especially encouraged:

- Educational activities open to school pupils and their families
- Recreational activities open to school pupils and their families
- Activities organised by local community groups for the benefit of the local community
- Lettings to people living in the school’s local community
- Lettings to voluntary organisations
- Lettings to parent support groups
- Lettings to self help groups
- Faith groups
- Lettings to women’s groups
- Lettings to people with a disability
- Lettings to children’s groups
- Lettings to youth groups

The following activities are not considered to be appropriate for lettings as they are either well provided for in the local area; are not deemed to be compatible with the ethos of the school or are not able to be accommodated within the schools facilities:

- Commercial activities with little potential to generate income or support for the school
- Events selling alcohol
- Activities promoting gambling

4. Types of Lettings

The Governing Body has agreed to define lettings under the following categories:

- School Lettings for activities for pupils or their parents and carers that provide educational benefit to pupils, which the school wishes to subsidise
- Community Lettings for other community activities which should be made on the basis of full cost recovery
- Commercial lettings will be charged on a cost plus an income margin for the school

5. Charges

The Governing Body is responsible for setting charges for the letting of the school premises. These are set out in the Schedule of Charges for Community Use.

The scale of charges will be reviewed annually by the Governing body for implementation from the beginning of the next financial year, with effect from 1st April of that year. Details of current charges will be provided in advance of any letting being agreed.

For the purpose of charging, the Headteacher or Deputy Headteacher are empowered to determine to which group any particular individual or organisation belongs. They are also able to offer any discounts or agree a subsidy for any lettings, as they deem appropriate. The basis of charging will be determined by the purpose for which a letting is arranged.

The school is constrained by law to apply value added tax to all transactions where this is appropriate. The letting of rooms for non-sporting activities is exempt of VAT, whereas sports lettings are subject to VAT.

The minimum hire period will be one hour. The 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.

The school will seek to recover any costs incurred by the school that are unavoidable and result directly from the cancellation of a letting. The timescale and charges for cancellations are set out in the Terms and Conditions of use.

6. Letting times, available facilities and equipment

Letting times and details of facilities and equipment available on application.

Variations to these facilities and times will be subject to the approval of the head teacher.

7. Conduct of users

This is set out in the Terms and Conditions for use of school premises (attached).

8. Security

The Head teacher has delegated authority to determine the security risk for each letting and will be responsible for allocating a continuous security presence or other control measure.

9. Management of lettings

The Governing Body has delegated day-to-day responsibility for lettings to the Head teacher in accordance with the Governing Body's policy. Where appropriate, the Head teacher may delegate all or part of this responsibility, such as security, child protection to other members of staff, whilst still retaining overall responsibility for the lettings process.

If the Head teacher has any concern about whether a particular request for a letting is appropriate or not, he/she will consult with the Chair of the Governors.

The school should ensure that the terms of any contract for lettings such as supplementary schools; theatre groups; sports activities; cubs and scouts etc, that will require the contractor to employ staff or use volunteers to work with, or provide services for children, regardless of whether they attend the school or not, also requires the contractor to adopt and implement the measures described in this guidance. The school will also monitor the contractor's compliance.

An annual report from the headteacher on lettings will be made to The Governing Body and will include information on users, finances, incidents and accidents, enquiries, and any lettings refused.

10. Considering applications for lettings

Organisations seeking to hire the school premises should approach the Lettings Administrator. Details of charges and conditions of use will be given or referred to.

An Initial Request Form, a copy of which is attached to this policy, should be completed at this stage. A record of all enquiries should be kept on file.

The Head teacher/Deputy Headteacher will decide on the application with consideration to:

- The priorities for lettings agreed by Governors and set out in the school's lettings policy
- The availability of the facilities and staff

- The schools equal opportunities, health and safety, child protection policies
- The health and safety considerations such as numbers of users, type of activity, qualifications of instructors etc.

11. Issuing a Lettings Contract

Once a letting has been approved, a letter of confirmation will be sent to the hirer, enclosing a copy of the terms and conditions and the Lettings Contract.

The Lettings Contract should then be signed and returned to the school. The school shall be in receipt of these signed copies before a letting takes place.

The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the Governing Body's current scale of charges. We will seek partial payment in advance in order to reduce any possible bad debts and/or a deposit to cover damage.

An official receipt will be issued for all payments received. All lettings fees received will be paid into the school's individual bank account. The income and expenditure relating to lettings will be clearly recorded by the school and reported under the guidelines for Consistent Financial Reporting.

The Headteacher on behalf of the Governing Body has the right to refuse an application, and no letting should be regarded as "booked" until approval has been given in writing and payment received in full.

Appendix A: Schedule of Charges

Llantwit Major School: SCHEDULE OF CHARGES FOR LETTINGS

The school governors at their meeting adopted the scale of charges set out below.

Areas of the school	DAYTIME - Term (8:00am - 6:00pm)		DAYTIME - Holidays (8:00am - 6:00pm)		EVENINGS (6:00pm - 9:30 pm)		WEEKENDS (8:00am - 11:00pm)	
	Commercial Rate per hour	Community Rate per hour	Commercial Rate per hour	Community Rate per hour	Commercial Rate per hour	Community Rate per hour	Commercial Rate per hour	Community Rate per hour

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Appendix B

Draft cover letter for enquiries about lettings

Dear [insert name]

Thank you for your interest in hiring the school facilities. I enclose a copy of the schools lettings pack containing:

- Background information on the school
- The school's lettings policy
- A booking form
- The terms and conditions of use
- A schedule of charges
- Pictures/publicity about the facilities available for hire
- A risk assessment form
- The school's equal opportunity policy
- A location map

If you would like to proceed with a booking please complete and return the booking form as soon as possible so that we can begin to process your application.

Yours sincerely

Appendix C: Booking Form

**Llantwit Major School
Booking Form for the use of School Premises**

Name of Hirer:		
Address of Hirer:		
Position (eg secretary, in case of Group):		
On behalf of (Name of Group):		
Contact person:		
Contact number(s):		
Date(s) of booking:		
Start and end time(s):		
Number of people expected:	Adults:	Children:
PLEASE NOTE THAT THE POLICY DOES NOT ALLOW FOR THE SALE OF ALCOHOL		
Will a music/performance licence be needed? Yes No If yes please obtain from VOG Council and provide a copy 14 days prior to event		
Accommodation required:		
Equipment required:		
Other arrangements:		
I have read and accept the letting policy and the terms and conditions of use and confirm that I am aged over 21 years.		
Signed (Hirer) :		Date:

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No letting should be regarded as “booked” until payment received in full, all requested paperwork has been submitted and a signed Contract Agreement issued by the school. The School has the right to refuse any application or cancel bookings.

Appendix D: Terms and Conditions of Use / Checklist for Hirer

Terms and Conditions for use of Premises

All groups/organisations that use the premises are required to read these terms and conditions and agree to abide by them by signing the Lettings Contract. This will be signed by the nominated person from each group/organisation.

Interpretation

'The school' means the Governing Body of the School, its employees and agents.

Purpose of use

1. The accommodation shall only be used for the purposes stated on the application, and within the hours agreed in the letting agreement issued by the school. The Hirer shall be responsible for ensuring these conditions of occupation are observed.
2. The Hirer shall not assign or sublet the whole or any part of the benefit of this agreement.
3. No interference is to be made with school property/equipment/premises which do not form part of the letting.

Health and Safety

4. The Hirer is responsible for the effective supervision of the arrangements and activities in the premises during the period of hire and for the prevention of disorderly behaviour so as to ensure that no nuisance or annoyance arises to the occupiers of adjoining premises or neighbouring residents and shall behave reasonably at all times.
5. The school fire, emergency and evacuation procedures will be forwarded to the Hirer and it is the Hirer's responsibility to ensure that the whole party is aware of these procedures. The Hirer shall be required to take any precautions necessary to ensure the safety of those attending during the period of hire, including ensuring that the means of escape from fire are not blocked or impeded.
6. The Hirer will immediately inform the school of any emergency, accident or serious incident that occurs on the schools premises. This should be done in person and may require the applicant telephoning the Premises Manager. The Hirer will be responsible for reporting to the Health and Safety Executive any accident that arises from activities that it organises.
7. Hirers providing services to children, whether pupils at the school or others, must have policies and procedures in place to ensure children's safety, and must provide evidence of these to the school as required e.g. Safeguarding Policy and Use of Mobile Phone Policy, CRB/ISA Checks.

Payment of Hire Charges and Deposit

8. Hire charges shall be due and payable 14 days before the date of the booking.
9. The 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.

Responsibility of the Hirer for Good Order and Safety

10. The Hirer shall be responsible for any damage to the school property, equipment or buildings caused by them or their guests. The Hirer must report any such damage to the school immediately. The Hirer shall repay to the school on demand the cost of re-instating or replacing any part of the premises or any of the property on the premises which shall be damaged, destroyed, stolen, or removed during the period of hire or prior or subsequent thereto if in relation to or by reason of the hiring. Any such costs will be in addition to the specified lettings charges.
11. The Hirer shall ensure that all accommodation is left in a clean and tidy condition at the end of the letting. Using litterbins and recycling facilities as appropriate will help this.
12. The Hirer must obtain express permission from the school to leave any equipment on the premises. The Hirer is responsible for any equipment they leave on the premises and shall ensure that such equipment is in good repair and after use, safely stowed away. Items no longer required by the Hirer, or deemed by the school/Vale of Glamorgan Council to be unsafe or beyond repair or else unsafely stored on the Premises shall be promptly removed by the Hirer on demand. If such request is not complied with immediately by the Hirer, the items may be disposed of by the school/Vale of Glamorgan Council and the Hirer shall reimburse the school/Vale of Glamorgan Council for any expense which it incurs.
13. The school shall not be responsible for any article brought or left in any part of the premises, or theft or loss of, or damage to vehicles parked in any car park provided.
14. The Hirer shall comply with any reasonable instructions given by the Head teacher, Premises Manager or other member of the School Staff.
15. Alcohol is not allowed to be sold on the premises unless prior permission is given by the school and a licence obtained by the Hirer. Illegal drugs are not to be brought onto or consumed on the school premises.
16. There shall not be brought onto the premises anything of an inflammable, dangerous or noxious character.

17. The School does not hold a Public Entertainment Licence and therefore the Hirer will be responsible for obtaining such a licence. Any fees for such licences are to be paid for by the Hirer.
18. Smoking is not allowed on the school premises or grounds at any time.
19. No nails or fastenings shall be driven into any wall, floor, ceiling or partition of the premises without the permission of the school.

Indemnity & Insurance

20. The Vale of Glamorgan Council and the school disclaim liability for injury or damage to persons or property upon its premises (so far as they are legally able to do so).
21. The Hirer agrees to indemnify The Vale of Glamorgan Council, its employees and agents and the school against all actions, proceedings, claims, damages, awards or costs in respect of loss, damage, death or personal injury during the period of hire or before or after that time if such death or injury in any way related to the hire of the premises except where such death or injury occurs as a result of the negligence or breach of duty of the Council, the school or their agents or employees. The indemnity must be covered by public liability cover to the sum of a minimum of £2m including fire damage to the premises and its contents. **Depending upon the level of occupancy to increase the indemnity to £5m. This will apply where there is in excess of 250 people attending the event and where a higher level of risk may be involved. The School will notify the Hirer if the increased indemnity is required. It will be necessary to produce documentary evidence of the cover when booking.**

Advertising

22. No advertising shall be permitted without the prior written consent of the school.

Cancellation

23. The school reserve the right to cancel the booking at any time without notice and without assigning any reason, but will endeavour to give as much notice as possible. In such circumstances, the school will refund any monies paid in respect of the letting so cancelled but will not be responsible for any loss or expenditure whatsoever in relation to the letting which the Hirer may have incurred or be liable to pay. The school reserves the right to refuse any application for Hire as it may deem fit or withdraw permission for any letting at any time.
24. If the Hirer cancels their booking 10 or more working days before the date of the booking, the full fee and deposit will be refunded to the Hirer. If less than 10 working days notice is given, only 50% of deposit will be returned. If less than 5 working days notice is given by the Hirer, there will be no refund of the deposit.
25. The applicants will complete all relevant paperwork in a true and accurate way. False information may lead to an application being terminated.

Appendix E - Lettings Checklist for Hirer

Checklist for Hirer

Things to do

Tick when done

1	Read through schedule of charges and the conditions of use, and booking form	
2	Complete booking form	
3	Send in booking form to school to request a booking	
4	School notifies you that the booking is available or not available and sends you an invoice	
5	Complete risk assessment of activity (including CRB forms and ISA Registration if working with children) licences etc	
6	Send in risk assessment, CRB forms, copy of any licences required and payment of invoice	
7	Receive signed Lettings Contract from school	
8	Attend induction into fire procedures	
9	Inform attendees of fire procedures and terms and conditions of use	

Appendix F: Lettings Contract

Lettings Contract

[Insert hirers name and address]

Dear [insert name]

The Governing Body has approved your application for the use of the premises of the above named school on the [insert date] between the hours [insert start time] to [insert end time]. This use is for [insert nature/ name of event] and

The facilities which you have permission to use are:

- [List all accommodation including access to toilets, kitchen, first aid, reception as appropriate]
- [List all equipment]

All other facilities and equipment are not to be used without prior permission. These special arrangements apply [insert any special requirements relating to setting out the room, caretaking, cleaning etc]

Your use of the premises will be subject to the terms and conditions of use.

Yours faithfully

Head Teacher on behalf of the Governing Body

Appendix G: Checklist for School Staff

Llantwit Major School Lettings Checklist for school staff

Procedure	Date	Initials
Send enquiry pack with cover letter, schedule of charges, terms and conditions of use and booking form etc		
Completed Booking Form received by school		
Access suitability of activity		
Check availability of premises/equipment		
School completes draft risk assessment for activity and ensure all risks can be covered		
Check availability of caretaker/security staff and agree booking with them		
Calculate cost of hire		
Take up references (where appropriate)		
See a copy of the Child Protection Policy and Criminal Records Bureau checks and safe recruitment procedures (as appropriate) for all organisations providing services to children		
Book letting into diary with hirers name and contact number		
Send confirmation of booking and Invoice		
Deposit/payment received		
See completed risk assessment for activity from hirer and ensure all risks are covered		
Issue Lettings Contract and receipt for payment		
Induct lessee into fire procedures etc		
Re check booking in diary, arrangements with caretaking staff, and others where appropriate		
Check that payment appears on the schools bank account and record separately on the schools finance system		
Return deposit		

Notes:

Appendix H: Publicity form

Information about School Facilities to Hire

Name of school:	
Address including postcode:	
Website and e-mail of main reception at school	
What Facilities are there available to rent and sizes of them. Are they marked out?	
Football pitch	
Hall	
Classroom	
Badminton Court	
Will the school be setting up equipment that is needed?	
Is the area disabled friendly?	
Additional equipment available (chairs and tables)	
Is car parking available?	
Is the kitchen available?	
Cost of hiring rooms and at what times? (Weekends/ weekdays)	
Are there any additional costs? i.e. Caretaker, cleaning etc	
Contact name, tel. number and e-mail of caretaker for emergency contact - Only write down work mobile if your site manager has one that the school supplies. If not just put school number.	
Regular or one off bookings wanted?	

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Are the outside areas lit?	
Are there changing facilities?	
Are toilets available?	
Does the venue have a music licence?	
Does the Venue have a drinks licence?	
If the venue has any licence until what time do they run?	
Can the school be used in the half term and holidays	
Other useful information?	

Monitoring and Review	
Author	Senior Management Team
Created on	September 2013
Last up-dated on	
Approved by	Premises Committee
Approved on	
Adopted by Full Governing Body on	
Scheduled review date	
Headteacher's signature and date	
Chair of Governors' signature and date	