



# LETTINGS POLICY

Responsibility:	S M Botham
Review:	September 2021

## **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.

The school's delegated budget (which is provided for the education of its pupils) will not be used to subsidise any lettings by community or commercial organisations. A charge will be levied to meet the additional costs incurred by the school in respect of any lettings of the premises. As a minimum the actual cost to the school of any use of the premises by an organisation must be reimbursed to the school's budget.

## **2. Definition of a Letting**

A letting may be defined as 'any use of the school buildings and grounds by either a community group, eg a local music group or football team or a commercial organisation, eg the local branch of 'Weight Watchers'.

## **3. Charges for a Letting**

The Governing Body is responsible for setting charges for the letting of the school premises. A charge will be levied which covers the following:

- Cost of services (heating and lighting)
- Cost of staffing (additional security, caretaking and cleaning) including 'on costs
- Cost of administration
- Cost of 'wear and tear'
- Cost of use of school equipment (if applicable)
- Profit element (if appropriate)

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

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.

#### **4. Sporting Facilities Charges - VAT**

Sport facility letting charges are normally subject to VAT, but where certain criteria are satisfied, the hire charges can be treated as exempt. VAT regulations state that for a series of ten or more lettings to be exempt from VAT, the following conditions should be satisfied:

- each period is in respect of the same activity carried out at the same place
- the interval between each period is not less than one day and not more than fourteen days
- the charge is payable by reference to the whole series and is evidenced by written agreement
- the facilities are letting to a school, club, association or an organisation representing affiliated clubs or constituent association.

**On the letting of sports facilities for sports, the VAT exemption does not apply to commercial organisations.**

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.

#### **5. Management of Lettings**

The Head teacher is responsible for the management of lettings in accordance with the Governing Body's policy. Where appropriate, the Head teacher may delegate all or part of this responsibility 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 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 school's facilities:

- commercial activities with little potential to generate income or support for the school
- events primarily selling alcohol
- activities promoting gambling.

## **6. Administration of Lettings**

Organisations seeking to hire the school premises should approach the Lettings Administrator who will identify their requirements and clarify the facilities available.

An initial request form should be completed at this stage. The School has the right to refuse an application and no letting should be regarded as 'booked' until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.

Once a letting has been approved, a letter of confirmation will be sent to the hirer, setting out full details of the letting and enclosing a copy of the hire agreement.

The letting should not take place until the signed agreement has been returned to the school. 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.

The hirer should be a named individual and the agreement should be in their name, giving their permanent private address. This avoids any slight risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure.

All lettings fees received will be paid into the school's individual bank account, in order to offset the costs of services, staffing etc (which are funded from the school's delegated budget). The income and expenditure relating to lettings will be regularly monitored to ensure that at least a 'break even' situation is being achieved.

**Llantwit Major School**  
**Terms and Conditions for the Hire of the School Premises**

All terms and conditions set out below must be adhered to. The 'hirer' shall be the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

**1. Status of the Hirer**

Lettings will not be made to persons under the age of 18, or to any organisation with an unlawful 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 creating any tenancy between the school and the hirer.

**2. Purpose of use**

- 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.
- The Hirer shall not assign or sublet the whole or any part of the benefit of this agreement.
- No interference is to be made with school property/equipment/premises which do not form part of the letting.

**3. Priority of Use**

The Business Manager will resolve conflicting requests for the use of the premises, with priority at all times being given to school functions.

**4. Health and Safety**

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.

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.

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.

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.

The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approval given.

## **5. Payment of Hire Charges and Deposit**

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

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.

## **6. Responsibility of the Hirer for Good Order and Safety**

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 reinstating 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.

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.

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.

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.

The Hirer shall comply with any reasonable instructions given by the Head teacher, Premises Manager or other member of the School Staff.

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.

## **7. Indemnity & Insurance**

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).

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.

## **8. Furniture and Fittings**

Furniture and fittings should not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric are permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.

## **9. School Equipment**

This can only be used if requested on the initial application form and if the Head teacher approves its use. Responsible adults must supervise the use of any equipment that is issued and ensure its safe return. The Hirer is liable for any damage, loss or theft to school equipment they are using and for the equipment's safe and appropriate use.

## **10. Electrical Equipment**

Any electrical equipment brought by the Hirer onto the school site must comply with the school code of practice for portable appliance equipment. Equipment must have a certificate of safety from a qualified electrical engineer. The intention to use any electrical equipment must be notified on the application.

## **11. Car Parking Facilities**

Subject to availability, the Hirer may use these and other adults involved in the letting. Only disabled badge holders may use the designated disabled parking bays.

## **12. Toilet Facilities**

Access to the school's toilet facilities is included as part of the indoor hire arrangements.

## **13. First Aid Facilities**

There is no legal requirement for the school to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make sure their own arrangements, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. Use of the schools resources is not available.

## **14. Smoking**

Smoking is not permitted on the school premises or grounds at any time.

## **15. Copyright or Performing Rights**

The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the school against all sums of money which the school may have to pay by reason of any infringement of copyright or performing right occurring during the period of hire covered by this agreement.

## **16. Advertising**

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

## **17. Variation of Scales of Charges**

Hire charges are reviewed annually and the current charge is set out in the Hire Agreement. The hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by the Governing Body on an annual basis).

## **18. Cancellation**

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.

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.

The applicants will complete all relevant paperwork in a true and accurate way. False information may lead to an application being terminated.

### **19. Security**

The school will hire and pay for a person to be responsible for the security of the premises before, during and after the hire, and for the cleaning of the premises after its use. This cost will be included in the charge for the letting. If no suitable person can be employed, then the letting will not be allowed or will be cancelled. Only named key holders may operate the security system. Keys should not be passed to any other person without direct permission of the Governing Body of the school.

### **20. Right of Access**

The Governing Body reserves the right of access to the premises during any letting. The Head teacher or members of the Governing Body from the Premises Committee may monitor activities from time to time.

### **21. Vacation of Premises**

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. The Hirer must have immediate access to participant's emergency contact details, and may use the telephone in the school office in an event of an emergency. Hirers are responsible for familiarising themselves with emergency exits and must ensure that participants are aware of the evacuation procedures.

### **22. CCTV Camera Use and Operation**

The school has a number of CCTV cameras located internally and externally for the safety and security of pupils, staff and visitors/community users. The locations of cameras are clearly visible and notices advise pupils, staff and visitors/community users that they are in operation 24 hours a day.

# FACILITY PRICE LIST

FACILITY	DESCRIPTION	PRICE
3G Artificial Pitch	1 hour hire full pitch (with/without lights)	£70.00
	1 hour hire half pitch (with/without lights)	£35.00
	Match (for 1 hour 45 minutes (with/without lights))	£90.00
Multi Use Games Area	3 Tennis courts 2 Basketball pitches 3 Netball pitches	£20.00 per hour
Sports Hall	1 hour full hire	£20.00
Main Hall	1 hour full hire	POA
Classrooms		POA

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