

CROESYCEILIOG SCHOOL

YSGOL CROESYCEILIOG

Lettings Policy



“Learning, Respect, Ambition”

Head teacher/Prifathrawes: Mrs N Richards

Woodland Road

Croesyceiliog

NP44 2YB



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“At Croesyceiliog School, we strive to provide enriching and engaging learning opportunities, in and out of the classroom, to develop the skills, knowledge and attributes needed to lead successful lives. We learn together to become kind citizens that respect others and make positive choices. Our ambition is to ignite a passion for lifelong learning.”

Welsh Network of Healthy School Schemes



Cantlwm Ysgolion Iach - Rhwybwath Cymru

Author	Croesyceiliog School
Consultees	Teachers, students and parents of Croesyceiliog School
Name of school staff responsible for maintaining this policy	Faye Harman
To be read in conjunction with	Welsh Government Statutory guidance for school governing bodies on school uniform and appearance policies
Date Policy formally approved by Governing Body	September 2024
Review Date	September 2025
Signed (Head Teacher)	
Signed (Chair of Governing Body)	

CROESYCEILIOG SCHOOL LETTINGS POLICY

Philosophy:

Provided there is no interruption to school use of the premises, part of the school buildings and grounds may be let to outside bodies after the end of the school day, at weekends and during the holidays, in order to:

- Raise income for the school
- Better integrate the school into the local community
- Familiarise individuals with the school, who may become pupils or their parents
- Satisfy some of the needs of local individuals, groups and organisations
- Increase the use of facilities that are under used by the school

Implementation:

The governors have adopted the following categories of priority user:

- (i) school users
- (ii) statutory users;
- (iii) designated users;
- (iv) private users.

The governors recognise that it would be impossible for them to personally vet every applicant or organisation who wish to make use of the school premises. Accordingly, they have delegated the authority to accept applications for hire to the following persons: The Headteacher.

No member of staff is allowed to vary the terms and conditions from which the school premises are hired to either individuals or organisations nor to deviate from the governors published charging policy.

Roles and Responsibilities:

The Business manager is responsible for the construction and regular update of the lettings schedule. This work is supported by the site manager.

- Opening and closing the school is undertaken by the site team or by prior agreement with an authorised member of the staff
- Supervision during the letting is the responsibility of the user. The user is also responsible for the security of the area of the school being used
- When a risk assessment is completed by the user or the school, in relation to the premises or activity or equipment involved, the user must ensure any controls are complied with
- Post-letting checks are made by the Business manager and reported to the school authorised representative
- The authorised representative will ensure that excess wear and tear on the buildings and equipment is avoided and will follow up unsatisfactory lettings to resolve issues

Implementation:

Potential lettings users should be asked to complete an online application. On receipt we will confirm that the accommodation and equipment requested is available when required and agree the caretaking times and availability as necessary. The potential user, who must be over the age of 18 years, must be made aware of the Conditions of Use requirements and be able to meet them to the satisfaction of the school. Before calculating the charge for the letting, account should be taken of all the costs to the school of the lettings.

Bookings are made through Schoolhire online portal, the representative of the school, as authorised by the Governing Body, and confirmed in writing.

- School activities have priority
- No bookings are confirmed more than 4 months in advance although provisional bookings may be made at any time
- Outline charges are set by the Headteacher and Governors and reviewed every two years in line with the review of this policy
- Specific charges are set at the time of the agreement
- The VAT liability of the letting is determined at the time of the agreement
- Payment is in advance for single lettings
- For long term lettings, the agreement should be updated and reviewed at least annually
- A diary is kept covering all school, and outside use of the premises and grounds after school, in evenings, at weekends and in holidays

Users sign an agreement that covers:

- Terms and conditions relating to type of and length of use
- Cancellation
- Damage
- Insurance
- Charging
- Restrictions on use
- Licensing for the sale of alcohol, or public performances
- Parking
- Restriction of animals on school site

At no point will any landlord and tenant relationship be created.

Lettings Documentation

All formal hiring of the schools premises or school properties or equipment including those for which no charge is made, shall be properly documented. All hirers **must** complete hire agreement and are to receive a copy of the conditions of hire. The hire agreement is a contract which the governors may enforce in law.

Scale of Charges

In arriving at their scale of charges the governors have adopted the following principles :

- (i) that statutory users will be charged an amount commensurate with cost recovery;
- (ii) that designated users will be charged no more than cost;
- (iii) that private users will be charged on a cost plus an income margin for the school;
- (iv) that there will be parity of treatment for similar users;
- (v) that overall the cost of letting school facilities will be recovered from users.

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

The scale of charges forms Appendix 2 to this policy statement.

Discounts

These form part of the scale of charges (Appendix 3) and are the only permitted variations to the standard charges.

Value Added Tax

The governors are constrained by law to apply value added tax to all transactions where this is appropriate. (Appendix 3)

Minimum charges and deposits

The minimum hire period will be 1 hour.

The governors reserve the right to require a deposit over and above the hiring charge as a surety against damage to the premises, property or equipment or the premises being left in an unacceptable condition necessitating their incurring additional cost for cleaning, caretaking or other expenses.

Cancellations

Governors will seek to recover any costs incurred by the school which are unavoidable and result directly from the cancellation of a letting. Details of the charges are shown in the scale of charges in Appendix 3.

Payment methods

The governors are mindful of their responsibilities in safeguarding the school from bad debt. Therefore payment at the time of booking is the norm. This is facilitated via the schoolhire booking system. The Business Manager, acting on behalf of the Governing Body, will ensure timely receipt of payments. Arrangements may be made to stop the letting if payment has not been received.

Invoices will be sequentially numbered with any insurance contribution and VAT element being clearly identified. Numbered receipts for payments will be issued as soon as possible and payments will be banked promptly. FMS6 Accounts Receivable module will be used for invoices and receipts. Invoiced will be generated through schoolhire online facility.

We do not provide any agreements for extension of credit.

Health, Safety and Security

The requirements of the Health and Safety at Work Act 1974 and associated health and safety legislation apply to lettings and this will be drawn to the attention of users. They will be made aware of the content of the school health and safety policy as it applies to them and need to be willing to take on the safety and security requirements of the policy and the conditions of use.

A risk assessment is needed to be completed by the user, especially where the activity presents a greater risk than life in general. We will then consider the risks and proposed controls and ensure that we are satisfied that the activity does not present an unacceptable level of risk prior to the letting taking place.

The governors will not normally insist upon continuous caretaking presence. However they reserve the right to and delegated power to the Headteacher to insist upon caretaking presence where in her view the nature of the hiring may leave the school vulnerable to theft or damage.

Users must comply with the school health and safety policy, a copy of which is available on request.

Insurance

The Hirer must arrange their own insurance and produce documentary evidence from their insurers or brokers to the effect that a valid Public Liability policy is in place with **a minimum indemnity limit of £5million** for any one event/each and every claim. Where cover is not confirmed it will not be assumed that it exists. Use of the school will not be permitted until evidence of insurance cover has been seen.

Cleaning and caretaking arrangements

If agreement is given for the use of the school meals facilities/canteen, school regulations must be observed.

All rubbish, empty containers, crates, etc. must be removed from the premises by the user immediately after the letting has taken place and before locking up. Furniture and equipment is to be left as found unless other arrangements have been agreed with the school's authorised representative.

The premises shall not be used for any purpose other than that for which agreement has been granted nor shall any areas of, or furniture/equipment in, the school but not included in the letting agreement be used without express permission; in such cases an extra fee may be payable.

Licences

The user must have written permission from the school before arranging for alcoholic drinks to be consumed on the premises. Under The Licensing Act 2003 the users are responsible for Temporary Event Notices (TENs) to the district/borough council and local police. Alcoholic drink may not be brought onto the premises while students are present and are to be cleared from the premises when the event ends.

No public performance of a play, cinematography exhibition, public dancing, singing, music or other public entertainment of the like shall be performed in or close to the premises unless any necessary licence for the same shall first have been obtained from the appropriate authority and all necessary measures taken to fulfil the conditions of the licence. It may be that TCC blanket PRS (Performing rights Society) or PPL (Phonographic Performance Ltd) Licences will cover some situations but this aspect must be cleared in advance with the school. Temporary Event Notices (TENs) are required not only for any sale/supply of alcohol, but also for regulated entertainment (eg. live and recorded music and performance of dance) and late night refreshments.

Parking

Vehicles are not allowed on the playground or playing field unless specifically agreed in writing. Vehicles may be parked in the school car park at the front of the school. Vehicles must be positioned such that the Emergency Service have clear access to the school. Control of parking is the responsibility of the user. No responsibility can be taken by the school for any damage to vehicles sustained whilst in the school grounds.

Monitoring & Evaluation:

Lettings should be evaluated to assess the additional income raised for the school, less the cost of any reasonable wear and tear to the furniture and fabric of the school, made during lets and costs of additional heating and caretaker's payments.

Review of Policy

The governors will review the policy every two years and the scale of hire charges for the forthcoming two year period will also be reviewed and updated.

Policy Statement

Our School is committed to safeguarding and promoting the welfare of children and expects all staff and volunteers to share this commitment.

CONDITIONS OF HIRE

1. Application for the hire of School premises (the definition of which for the purposes of these conditions of hire shall include all buildings and outside facilities) shall be made on-line.
2. Any person wishing to hire the School premises must be over 18 years of age.
3. The scale of charges and hours of letting are set out on the enclosed sheet.
4. A deposit of 25% of the total charges is due with the application and the balance must be paid by the hire date.
5. A suitable insurance must be arranged by the hirer or an additional charge will be made (see attached charges).

Cancellations

1. The hirer may cancel a booking upon giving five days' notice in writing; if five clear working days' notice is not given the school will charge a cancellation fee of a quarter the total fees due.
2. The school governors reserve the right by notice to the hirer to terminate the hiring at any time for reasons outside their control and to return to the hirer any monies paid by way of deposit but the governors shall not be under any liability to the hirer for any loss or damage he may sustain out of such a termination.
3. The hirer shall not assign the benefit or burden of the hiring or sublet the premises or any part thereof.

Licences

1. The conditions attached to the Public Entertainments Licence and the stage play licences shall be duly observed. A copy of such licences eg. PRS or PPL Licences, may be requested on application and the hirer shall be deemed to have had notice of all such conditions.
2. The user must have written permission from the school before arranging for alcoholic drinks to be consumed on the premises. Under The Licensing Act 2003 the users are responsible for Temporary Event Notices (TENs) to the district/borough council and local police. Alcoholic drink may not be brought onto the premises while students are present and are to be cleared from the premises when the event ends.

3. The hirer shall not use the premises or any part thereof for a performance for which copyright subsists without the consent of the owner of the said copyright or in any manner infringe any subsisting copyright.
4. If any part of the premises are to be used for purposes of gaming or games of chance of any description the hirer shall be responsible for securing that the provisions of the Betting, Gaming and Lotteries Act 1963, the Gaming Act 1968, or any subsequent amending Act are fully observed and complied with.

Hirer's Responsibilities

1. The use of any outside facilities shall not extend beyond 21.00hrs. (or normal lighting up time if earlier) unless specifically agreed on a case by case basis. The use of any indoor facilities shall not extend beyond 20.00hrs.
2. The premises must be left in a clean and tidy state. In the case of this standard not being met, then a charge will be made to cover any necessary cleaning.
3. No nail or fastening of any kind shall be driven or put into any wall, partition, pillar or other fittings or furniture.
4. The hirer shall pay a deposit to the School Governors to cover the cost of reinstalling or replacing or repairing any part or parts of the premises, including any of the furniture, fittings and equipment therein contained, which shall be damaged, destroyed, stolen or removed as a result of the negligence of the hirer or his activities, servants or agents during the period of hire. This deposit will be refundable following the event unless damage or loss has occurred.
5. Expenses incurred in excess of the value of the deposit for damage or loss of any kind sustained to the premises, fixtures and/or fittings, furniture and/or other chattels therein arising out of or in connection with use of the school shall be made good at the expense of the user within one month by the school or, by agreement, by the user and to the satisfaction of the school. A hirer must confirm that they have taken out adequate insurance to cover their legal liabilities during the period of the letting if they are not paying the extra charge to be covered by the Authority's insurance policy (currently a minimum of £5 million for each and every claim for public liability).
6. The hirer shall indemnify the School Governors and TCC against all claims, demands, actions or proceedings in respect of any loss, damage or injury caused by or to any persons which shall occur while such person is in or upon any part of the premises or in respect of any loss or damage suffered or sustained by any person by reason of use of the premises by the hirer.
7. The hirer shall provide such number of attendants and supervisors as may be necessary to secure the efficient supervision of the premises during the hiring, including the orderly and safe admission and departure of persons to and from the premises and the orderly and safe clearance of the premises in case of emergency the safety of the premises and the preservation of good order and decency therein, and ensuring that all doors giving egress from the premises are kept unfastened and unobstructed and immediately available for exit during the whole time the premises are in use.
8. It is the user's sole responsibility to control entry of all visitors at the external entrance allocated and to ensure that only those people known to them are allowed access to school premises. The entrance and any other external doors that are unlocked must be controlled by responsible adults at all time during the period of the letting. On completion of the letting a check must be carried out to ensure that all windows have been shut and secured, and all visitors have left the premises.
9. Lights – please turn off lights when they are not needed.
10. Use of Equipment – No equipment of whatever kind may be used for whatever purpose (including small equipment, audio, audio-visual, musical, etc.) without the express

approval of the Headteacher. This applies generally throughout the building, but is particularly applied to gymnasium, sports and catering equipment.

11. The hirer **must** advise on the Booking Form (via schoolshire website) what type and amount of furniture is required (chairs, tables, etc.). No extras can be taken from elsewhere. Hirers are responsible for leaving the furniture in a clean condition.

12. Delivery of Materials – It will not normally be possible to store food materials, etc., for the preparation of a function considerably earlier than the time specified as the start of preparation. You must discuss this with the Office Manager if necessary.

Health and Safety

1. In line with the Health & Safety regulations, the maximum number of persons permitted in the Main Hall varies according to use (Appendix 2). This number must not be exceeded.
2. The user must adhere to the school Health and Safety policy at all times when using the premises or properties.
3. The hirer is responsible for seeing that any equipment brought into the premises complies with all statutory safety requirements for that equipment and for providing and ensuring that use of a portable R.C.D device. where such electrical equipment may come into contact with any person(s) other than the hirer, the hirer is responsible for seeing that the equipment owner knows the safety rules.
4. The hirer is responsible for providing a First Aid kit, which must be accessible on the premises during the hire.
5. If agreement is given for the use of the school kitchen, school regulations must be observed.

Criminal Record Bureau Checks

1. If you run a club/group that involves children it is your responsibility that you and your staff/helpers have had the necessary police checks carried out by the DBS Checking Service. Please confirm with the school office that this has been done and kept up to date.

Car Parking

1. Parking of cars must be restricted to the car park at the front of the School, unless permission has been obtained to use the playground, and free access must be allowed for the entry and exit of any emergency vehicle. Please exercise due care and attention when entering and leaving the premises, and be considerate to neighbours as far as noise is concerned.

General

1. Croesyceiliog School is a no smoking establishment both inside and outside within the school site.
2. Reasonable preparation time is allowed immediately prior to the event. In the case of a late evening booking, the premises can be opened up the next morning for one hour to be charged at the same hourly rate.
3. The Governors reserve unto themselves and their officers, servants and agents a right of entry to every part of the premises at any time during a hiring.
4. The Governors reserve unto themselves and their officers, servant and agents the right to immediately withdraw permission to hire should the hirer at any time not comply with any of the Conditions of Hire.
5. The Governors do not undertake safe custody of property remaining on the premises. If any equipment is used it must be left in a clean and tidy condition at the end of the function. Any extra cleaning costs if the premises are left in a dirty and untidy state will be recoverable from the hirer.

6. All vehicles, equipment and personal property are brought onto the premises at the owner's risk. No responsibility for safeguarding such items can be taken by School staff or the Governing Body.
7. All persons hiring the School must please respect the content, layout and equipment in the classrooms.
8. **Please keep these Regulations safe and refer to them as necessary.** Return the completed booking form to the School Office.

LIMITATIONS

1. It is strictly forbidden to enter offices except for the use of the telephone in emergencies, or any other areas of the School which have not been booked.
2. It is strictly forbidden to use school equipment, such as the photocopier.

WHAT TO DO IN THE EVENT OF A FIRE

1. If you discover a fire, raise the alarm by ringing a fire alarm.
2. If the School fire alarm sounds during your function, please take the following action:
3. Everyone in the School **MUST** go immediately to the muster point at the back of the School. It will be the function organiser's responsibility to make sure that everyone at his/her function is accounted for. When the alarm goes off, the function organiser should notify the Fire Brigade. The telephone is in the Sport Office (dial 9 for outside line). **Dial 999.**
4. No-one must re-enter the School until permission is given by either the function organiser or the Fire Brigade.

I confirm that I have read and agree to abide by these Conditions of Hire

Signed Date
.....

Name (please print)

Lettings Policy - Appendix 2

Scale of Charges

SCALE OF CHARGES FOR USE OF EDUCATION PREMISES AND PROPERTIES FINANCIAL YEARS 2023-24

SCHOOL FACILITIES: Maximum number 80

HIRE DETAILS

The list below outlines measurements for our indoor and outdoors spaces for hire.

Room description	Area (m ²)	Key features	Weekday (PH)	Weekend (PH)
Main Hall	184	Can sit up to 200 adults. Features a stage (42.6 m ²) with full lighting and sound rig. Projector and large screen.	£55	£65
Drama Studio	87.2	Lighting rig. Black curtain for performance.	£44	£50
Activity Hall / Dance Studio	150.8	Sprung floor. Mirrored wall Dance rails fitted.	£25	£25
Sports Hall	595.9	Basketball hoops Crash mats Whiteboard Changing facilities	£50	£60
Conference Room	24.6	Seating for 12 people. Tea and coffee available on request Projection to TV screen. Wi-fi	£25	£35
Education centre		One large classroom One small learning space Detached from the school for easier access and more 'private' space. Potential to book during school day. Kitchen facilities	£50	£60
Cookery Classroom	97.7	One large kitchen space (we have two available). Ovenssinks Fully equipped	£50	£60
Classrooms	55–60	Standard size classrooms are modern, air filtered and fitted with desks, chairs and projectors.	£35	£45
MUGA			£46.50 (half pitch) £85 (Full pitch)	£56.50 (half pitch) £95 (full pitch)
WEST YARD			£46.50 (half pitch) £85 (Full pitch)	£56.50 (half pitch) £95 (full pitch)
SPORTS FIELD			£32 (£35 with changing facilities)	£40 (£45 with changing facilities)

Lettings Policy – Appendix3

Application Form – Premises

CROESYCEILIOG SCHOOL HIRE AGREEMENT FORM - PREMISES

To Request the Use of:		Croesyceiliog School		HIRE AGREEMENT No:	
<i>This form to be completed by the applicant and submitted to the Headteacher</i>					
Name of Hirer					
Applicant's Name Address & Post Code					
Telephone No					
Email address					
Use to be made of the premises				Maximum number of persons	
Accommodation required				With / without heating	
Days			Dates		
Times (including preparation and clear up time)					
Furniture and equipment requirements					
Insurance certificate available / unavailable*					
Caretaking requirements (opening, closing, for					
Risk assessment will be provided for the activities listed here / Risk assessment not required (delete as					
Signed				Dated	

<p><i>I am satisfied with the details shown above and in the letter and confirm that we accept the <u>Conditions of Use</u>.</i></p> <p><i>We have the appropriate insurance cover / require TCC Insurance cover (delete as appropriate)</i></p> <p>Name:</p>
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Organisation:	
Address:	
Risk Assessment: (if required)	Attached / Not required (delete as appropriate)
Signature:	Date:

***Commercial hirers must have their own insurance** of at least £5,000,000 to be seen and copied by the school. For non-commercial hirers the KCC insurance will be applied at 3.15% of the hire charge unless own insurance seen and a copy attached

<i>For office use only:</i>	Date
Application Approved / Refused (delete as applicable)	
Hire Agreement Letter & Hire Agreement Form & Conditions of Use sent together	
Risk Assessment acceptable / Not required	
Insurance Seen / TCC Insurance included (delete as applicable)	
Hire Agreement Form signed & returned	
Invoice(s) Issued	
Invoice Number(s)	
Payment(s) Received	

To: Natalie Richards Headteacher
Croesyceiliog School

AGREEMENT No:

HIRE

I am satisfied with the details shown above and in the letter and confirm that we accept the Conditions of Use.

We have the appropriate insurance cover / require TCC Insurance cover (delete as appropriate)

Name:

Organisation:

Address:

Risk Assessment:
(if required)

Attached / Not required
(delete as appropriate)

Signature:

Date:

