

# Cowbridge School



## School Lettings Policy

**Formulated by:** Mrs Thomas and Mr Walters

**Adopted by:** Premises and Health & Safety Committee - 24<sup>th</sup> April 2018

**Last Reviewed:** Spring 2023

**Review:** Every 3 Years or subject to changes in statutory guidelines or legislation

**Next Review:** Spring 2026

**Date of any amendments made to policy & brief points:**

Date	Details	Approved by
Spring 2023	Removed reference to CRB	MGB Summer 2024

## **1. Introduction**

- 1.1 The Governing Body regards the School buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible. However, the overriding aim of the Governing Body is to support the School in providing the best possible education for its pupils, and any lettings of the premises to outside organisations will be considered with this in mind.
- 1.2 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**

- 2.1 A letting may be defined as "any use of the School premises (buildings and grounds) by either a community group (such as local music group or football team), or a commercial organisation (such as the local branch of 'Weight Watchers')". A letting must not interfere with the primary activity of the School, which is to provide a high standard of education for its pupils.

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

- 3.1 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).
- 3.2 The specific charge levied will be reviewed annually, during the spring term, by the Governing Body, for implementation from the beginning of the next financial year, with effect from 1 April of that year. Current charges will be provided in advance of any letting being agreed.
- 3.3 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

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

- 4.1 Sport facility letting charges are normally subject to VAT, but where certain criteria are satisfied, the hire charges can be treated as exempt.
- 4.2 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.**

#### **5. Management and Administration of Lettings**

- 5.1 The Headteacher is responsible for the management of lettings, in accordance with the Governing Body's policy. Where appropriate, the Headteacher may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.
- 5.2 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 Premises Committee or Finance Committees who are empowered to determine the issue on behalf of the Governing Body.
- 5.3 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. The Administrative Process**

- 6.1 Organisations seeking to hire the School premises should approach the Business Manager (or other designated member of staff), who will identify their requirements and clarify the facilities available.
- 6.2 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.

- 6.3 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.
- 6.4 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.
- 6.5 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.
- 6.6 All lettings fees that are received by the School 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). Income and expenditure associated with lettings will be regularly monitored to ensure that at least a "break even" situation is being achieved.



## **Cowbridge Comprehensive 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**

- a) 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.
- b) The Hirer shall not assign or sublet the whole or any part of the benefit of this agreement.
- c) 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**

- a) 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.
- b) The School fire, emergency and evacuation procedures will be forwarded to the Hirer and it the Hirer’s responsibility to ensure that the whole party are 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 the means of escape from fire are not blocked or impeded.
- c) 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 relevant accident that arises from activities that it organises.

- d) 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, DBS Checks.
- e) 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. Responsibility of the Hirer for Good Order and Safety**

- a) 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 has been 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.
- b) 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.
- c) 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 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 by the Hirer within, the items may be disposed of by the School and the Hirer shall reimburse the school for any expense which it incurs.
- d) 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.
- e) The Hirer shall comply with any reasonable instructions given by the Headteacher, Business Manager or other member of the School Staff.
- f) 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.

## **6. Indemnity & Insurance**

- a) 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).

- b) 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 and damage, death or personal injury during the period of hire or before or after that time if such death or personal injury occurs as a result of the negligence or breach of duty of the Vale of Glamorgan Council, the School or their agents or employees.
- c) The indemnity must be covered by public liability cover to the sum of 3 million including fire damage to the premises and its contents. It will be necessary to produce documentary evidence of the cover when booking.

## **7. 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 screw 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.

## **8. School Equipment**

This can only be used if requested on the initial application form, and if the Headteacher 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.

## **9. 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.

## **10. 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.

## **11. Toilet Facilities**

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

## **12. 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 School's resources is not available.

**13. Food and Drink**

No food or drink may be prepared or consumed on the property without the direct permission of the Governing Body, in line with current food hygiene regulations. All litter must be placed in the bins provided.

**14. Smoking**

The whole of the School premises is a non-smoking area, and smoking is not permitted.

**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 unless the prior written consent of the School has been obtained.

**17. Variation of Scales of Charges**

- a) Hire charges are reviewed annually and the current charge is set out in the Hire Agreement.
- b) 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**

- a) The School reserves the right to cancel the booking at any time without notice, 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.
- b) 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 may be returned. If less than 5 working days' notice is given by the Hirer no refund may be returned of the deposit.
- c) 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 Headteacher 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 in excess 40 CCTV cameras located internally and externally for the safety and security of pupils, staff and visitor's / 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.