



# Ysgol Gymraeg Casnewydd

## Schools Letting Policy

This policy is	LA template policy adopted by school
This policy is	statutory
Key references	Lettings and Costings
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Link governor	Alan Speight (Chair)
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## Ysgol Gymraeg Casnewydd

### Schools Letting Policy

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#### **Introduction**

The Governing Body of Ysgol Gymraeg Casnewydd is keen to see that the premises at our school are used for the benefit of the whole local community. The education of children is the prime purpose of our school, however we believe education is a life long process which should be open and accessible to all. This document outlines the policy of our school with regard to letting. It sets out the facilities available, the charges and the responsibilities of the Governors and the users when the school premises are hired.

The use of our school premises at all times other than during the school day is under the control of the Governing Body of our school. (Education Act 1986, sect.42 no.2)

Our lettings policy operates within the framework of Newport City Council.

In deciding whether or not to let our premises the Governing Body will also have regard to the likelihood of any damage being caused to the premises, or neighbouring premises, and any nuisance that may arise, as a result of accepting the booking.

In any event, the Governing Body reserves the right to require a reference from a Local Authority or other reputable hirer, before any booking is accepted.

We will consider letting to any group able to comply with the terms and conditions outlined in this policy. These terms and conditions are clearly stated in our conditions of usage and Booking procedures documents, which will be sent out with all application forms.



This policy applies to the facilities to date. This policy basis or when any new developed on school site.

existing school buildings and will be reviewed on an annual buildings or facilities are

Insurance:

All hirers must have their own public liability insurance.

The final decision on letting lies with the Governing Body.

## **Conditions of Booking & Usage**

**To be given to all Potential Hirers**

The use of our school premises is permitted by the Governing Body on the understanding that the following rules are adhered to at all times.

1. Bookings can only be accepted when a valid employers and/or public liability insurance certificate is certified by the Governing Body and when a nominated representative of the Governing Body is prepared to undertake the additional duty.
2. The person signing the application form, on behalf of their organisation, (then known as the Hirer) is personally responsible for ensuring that all terms and conditions of our lettings policy are adhered to.
3. Once you, the Hirer, have accepted a permit to use the school premises, you are automatically bound by all terms and conditions of usage of the premises. The Governing Body reserve the right to vary these terms and conditions at any time. Any such variations will be notified to all Hirers.
4. The Governing Body will not accept responsibility for any loss of, or damage to, any property owned by any person using the premises during the period of the letting (or left behind after a hire period). Property shall be brought on to the premises at the sole risk of the Hirer. The Governing Body insists that the Hirer take out an insurance policy to cover this indemnity.
5. The Hirer is responsible for informing the nominated representative of the Governing Body, of any person sustaining injury or loss on the school premises during the period of the let. This information must be presented in writing to the nominated representative of the Governing Body within 24 hours of the event. Any further information required by the Governing Body must be made available on request.
6. The Hirer shall not use the room and adjacent premises for any other purpose other than that described in the application form and shall not sub-hire, or allow the premises to be used for unlawful purpose or bring into the premises anything which may involve increased damage risk, fire risk or invalidate any policy or insurance in respect to these premises.



7. No additional furniture, staging, curtaining, scenery or similar may be erected without previous consent in writing. Any such alterations and additions as may be authorised shall be carried out in accordance with the directions, and to the satisfaction of, the nominated representative of the Governing Body and the buildings shall be returned to their original state immediately after usage, at the expense of the Hirer.
8. Furniture including chairs, must not be removed from the school premises, or any rooms/buildings not specified in the hire agreement, for use either on the playing field or playground or in any other building outside the school unless prior permission has been applied for and granted through the hirer's agreement.
9. No electrical equipment to be brought into the premises for use by the Hirer unless a valid electrical test certificate has been produced to the booking secretary before use.
10. It is the responsibility of the Hirer to ensure that any area of accommodation used in the course of the letting is left in the condition in which it was found and is maintained in a safe condition during the letting.
11. No alcohol shall be brought or consumed on school premises.
12. The school's No Smoking Policy must be adhered to at all time i.e. No Smoking anywhere on the school site.
13. No person under the age of 18 years is permitted on the premises without adequate adult care and supervision.
14. All children will be supervised at all times by their carers except where children are attending an organised group or care scheme. Where the latter applies, the group leader(s) will be responsible for caring for children.
15. No advertising may be placed in any area of the school premises without the direct permission of the Head Teacher of the school.
16. The authorised Hirer is responsible for those attending the function and in particular for leaving the site in a quiet and orderly fashion by the time stated in the booking agreement.
17. Between the hours of 8am – 4pm (Monday-Friday and in term time), non-school staff are not permitted to park within the school grounds except in designated visitors car park spaces (when spaces are available).
18. The Hirer is responsible for ensuring that all areas are left clean and tidy as found. This includes all outside areas as well as indoor areas. Failure to comply will result



in the Hirer being charged a penalty sum to cover costs of any repairs or cleaning required.

19. No school staff are permitted to accept hospitality gifts, either cash or in kind, at any time. We request that no gifts of this nature are offered.
20. The Hirer must report to the nominated representative of the Governing Body at the beginning and end of any let to sign the 'Conditions of Building' certificate, accepting the condition of the premises as acceptable at the beginning and the end or the hire period.
21. The Hirer will adhere to all Health and Safety requirements as required by the school.
22. The Hirer's signature on the application form confirms his/her agreement of the above conditions of booking and all other aspects of our school Lettings Policy

**The Governing Body may choose to amend the conditions of hire as they see fit and will notify the hirer of these amendments when necessary. If the terms and conditions of hiring are contravened in any way, the Governing Body reserves the right to cancel any permission for further use. The hirer has the right to appeal to the next available Governing Body meeting**

## **'ADMINISTRATION CHARGES**

(All of which are non-refundable)

Single Booking	£4.00
Block Booking	£5.00
Amendment to Booking	£4.00

Any amendment to a booking must take place at least 14 days prior to the let and will always be at a cost of £ 4.00 Verbal requests will be considered but must be immediately confirmed in writing.

The Hirer must not presume any amendment has been agreed until he/she is in receipt of written confirmation from the nominated representative of the Governing Body.



## **BOOKING PROCEDURES**

**Copy to be attached to application form**

1. Applicants should fill in an application/booking form and return to the main school office, with the £4.00 booking fee and full employers and/or public liability insurance certificate.
2. The person signing the application form (then known as “the Hirer”) is responsible for all aspects of the let.
3. By signing the application form, the person signing is acknowledging and agreeing to adhere to all aspects and conditions of our schools lettings policy.
4. Application does not guarantee the booking will be granted.
5. Where the application for a let is accepted, the applicant will be sent a letter provisionally confirming the let and an invoice to cover the cost of the let.
6. On receipt of this invoice the Hirer should then pay the amount due in full. This will then confirm the booking agreement. Failure to pay the invoice 14 days prior to a booking will result in the booking becoming void.
7. Before each hire period, the Hirer must ensure that he/she meets the nominated representative of the Governing Body and signs the ‘Conditions of Building’ certificate on arrival. At the end of the hire period, the hirer is responsible for agreeing and collecting the ‘Conditions of Building’ certificate.
8. Any requests for amendments to the booking must take place prior to the date of the let. Where amendments are agreed, an additional administration charge of £4.00 maybe payable. The Hirer must not presume that any amendment will automatically be agreed. Confirmation of any amendments will be sent to the hirer in writing.
9. Cheques should be made payable to ‘Newport City Council’.

**Copy to be given to the hirer**

### **BOOKING TIMES**

1. There will be no access to the premises before the commencement of the period. Hirers must allow sufficient time for preparation before the event when booking the time of the let.



Hirers must have left the premises by the end of the booked period. Sufficient time must be included to allow for clearing away and for all participants to leave the premise by the end of the booked period

## **CANCELLATIONS**

1. The Governing Body must be notified of any cancellation at least 2 weeks prior to the date of let. However, notification at the earliest possible time is appreciated.
2. Where notification is given to the Governing Body prior to the date of the let, the booking charge will be refunded in full apart from the set administration charge. Your custom will be welcomed again at any time in the future.
3. Where a cancellation is made by the Governing Body of the school, the hirer will be entitled to a full refund including the administration charge. The Governing Body will endeavour to notify the hirer at the earliest possible moment, however, no guaranteed period of notice can be offered. Regardless of when notification is given to the Hirer, the Hirer will not be entitled to any compensation.

## **COMPLAINTS PROCEDURES**

### **1. What if the school has a complaint about our group/organisation?**

If the school has concerns about a let the following procedures are to be followed:-

- a. A representative of the Governing Body will verbally raise the concern with the named Hirer
- b. The situation will be monitored for a further hire session to allow the issues to be addressed.
- c. If the situation remains unresolved, the Hirer will receive written notification of the concern and a further session may be given to allow the Hirer to address the situation.
- d. If the matter remains unresolved, the Hirer will receive formal written notice of termination of the booking agreement.

**Please Note:** If the hirer breaks the conditions of usage, the let can/will be terminated immediately.





## **2. What if I, as the Hirer, have a complaint about my let or booking agreement?**

If you as the hirer have a complaint or concern regarding your let, the following procedures should be followed:-

- a. Talk to the named representative of the Governing Body and discuss the problem. Allow 5 working days for the situation to be resolved.
- b. If still unresolved, the Hirer should notify the Governing Body through the Head Teacher in writing and allow 5 working days for the situation to be resolved.
- c. If still unresolved, the matter will be placed on the agenda of the next appropriate committee of the Governing Body. (If the concern needs urgent attention, a special meeting of this group will be convened.)
- d. If still unresolved, the matter will be taken to the next full Governing Body meeting and the Hirer will receive a written response from the Chair of Governors detailing the outcome.

## **3. What if a third party complains?**

- a. If the school receives a complaint from a third party the Governing Body will be notified of the complaint.
- b. The matter will be investigated by a representative of the Governing Body and a written response will be sent to the complainant within 10 working days.
- c. If any further correspondence is received, the matter will be placed on the agenda of the next appropriate Governing Body committee. A final response will then be sent by the Chair of the Governing Body explaining the final outcome.

## **APPEALS PROCEDURE**

1. If a Hirer has a letting agreement withdrawn, they have a right to appeal to the Governing Body.
2. The appeal should be made in writing and will be presented at the next appropriate full meeting of the Governing body.
3. The Hirer will be informed of any action and/or decision taken by the Governing Body.
4. The Governing Body's decision is final.





## Booking Procedures Checklist

1. Issue application + Conditions of Usage and Booking Procedures to the potential Hirer (as attached).
2. Receive completed application form with signature of hirer (accepting Conditions of Booking & Usage), the £4.00 admin cost and full employers and/or public liability insurance certificate. **Mark date of receipt** on copy of insurance certificate.
3. Nominated representative of the Governing Body to assess suitability of applicant.
4. Check employers and / or public liability insurance with Law and Standards Department, NCC.
5. Check availability of premises.
6. Check availability of nominated representative(s) of the governing body.
7. Book let into diary with hirer's contact number.
8. Send lettings invoice for booking.
9. Receipt of payment in full (where possible) and confirmation of booking
10. Send receipt of payment to the hirer.
11. Confirm booking in diary with caretaker.
12. Send receipt and confirmation of booking to hirer

Policy updated  
Policy agreed by Governors

Governor signature \_\_\_\_\_



Appendix A

**Table 1**

**Scale of Charges for Lettings**

<b>AREA</b>	<b>DAYTIME -term time HOLIDAYS-daytime (9.00am - 4.00PM)</b>	<b>EVENINGS (4.00pm - 9.00pm)</b>	<b>WEEKENDS (9.00am - 4.00pm)</b>
<b>MAIN HALL</b>	<b>£6.00 per hour £30 per/ day</b>	<b>£10.00 per hour</b>	<b>£100 per day</b>
<b>PLAYING FIELD</b>	<b>£6.00 per hour £30 per day</b>	<b>£10.00 per hour</b>	<b>£100 per day</b>
<b>Non- Refundable ADMINISTRATION COST* (please see costs)</b>	<b>£4.00</b>	<b>£4.00</b>	<b>£4.00</b>



Appendix B – Booking form

## APPLICATION FORM FOR THE USE OF SCHOOL PREMISES

This form is to be completed by the person responsible, on behalf of the hirers. It is understood that this person will be responsible for the payment of all charges relating to this booking and will ensure that all aspects of our lettings policy are adhered to at all times.

ACCOMMODATION REQUIRED	TIME FROM TO		DATES	TOTAL HOURS	COST PER HOUR	TOTAL COST
School Hall						
ADMINISTRATION CHARGE						
<b>TOTAL COST</b>						
Name of Hirer / Person in charge						
Name of Organisation						
Nature and object of meeting						
Estimated number of people to be present						
Estimated number of children and Young People under 18 years to be present						
Will all persons be members of the Organisation?						



Evidence of Public Liability and Employers Insurance:		
Yes                                  No (Please Tick)		
Recommendations of gates / doors open / locked during hire period: (To be filled out by nominated representative of the Governing Body).		
<b><u>Details of nominated key holders:</u></b> (To be completed by the school)		
Name:		
Contact Number:		
Additional administration (amendments)		
<b>Hire Agreed?</b>	<b>INVOICE SENT</b>	<b>PAYMENT RECEIVED</b>
<b>Nominated Representative of the Governing Body Signature:</b>		
Adult / Children ratio (where applicable)		
Adult :                                  Children :		

I, the Hirer have read and understood the 'Conditions Booking & Usage'. I agree to adhere to these rules and will accept full responsibility during the agreed period of hire.

Please Print Name.....

Signature.....

Date.....

The hirer and the school need to retain a photocopy of this agreement