



Ysgol Y Bryn

Lettings Policy

Approved by Full Governing Body: 26.02.20 / 23.03.21 / 06.04. 22 / 25.03.23

Date/s reviewed annually: Spring Term

Signed:

Mrs. R. Dawson Acting Headteacher Date: 25.03.23

Mr. I. Lewis Chair of Governors Date: 25.03.23

The Governing Body actively encourages community use of the school buildings. However, it reserves the right to refuse any lettings it may choose or cancel an agreed lettings as long as appropriate notice is provide (1 month in advance of the end of agreed use).

2. The hirer must be willing to meet with school officials and provide details of their aims, objectives, required dates and duration of the use of school facilities.

3. The Governing Body will ensure that the school budget does not subsidise non-school activities and that all costs are recovered. Charges will be reviewed annually by the Governing Body. The Governing Body will agree a letting fee on an individual basis based on:

- Costs 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). For lettings which support the school’s Extended Services offer, lettings will be non-profit making.

4. It is expected for any hirer to ensure the school is clean and tidy prior to leaving school site. If deemed unsatisfactory, the Governing Body reserve the right to issue an additional charge for cleaning.

5. Each hirer using the school will be required to nominate a contact person. Such a person is deemed to be in charge and able to investigate any difficulties which may arise. The Governing Body will determine if a nominated person from the school is required on site when the premises are being used. If not, a responsible person must be on call and agreed before the commencement date of the agreement.

6. Any electrical equipment the hirer wishes to use in the school must be PAT tested and proof of this will need to be attached to this agreement. Any equipment without proof of PAT testing will not be allowed on school site.

7. It is the responsibility of the hirer to ensure that a risk assessment is completed prior to the commencement date of the agreement and that there is a First Aid trained member of staff on site throughout the duration of the activity. A copy of the risk assessment will be required before the commencement date.

8. The school has purchased the required licences for playing music to the public on site.

9. A Letting Application/Indemnity Form must be completed by ALL applicants. A signed copy of the application form, if approved by the school, will be returned to the hirer. Long term lettings application forms will be reviewed on an annual basis.

10. All applicants should possess a Public Liability Policy and contain a certificate of Public Liability of Insurance with adequate cover (minimum insurance of £10,000,000 (million)). A copy of the insurance documents must be attached to the application.

11. Arrangements for the payment of each letting will be made in advance with the hirer concerned.

12. Smoking is not allowed on the premises in line with the school policy.

13. Alcoholic drinks and the sales of alcoholic drinks are not prohibited on school site at any time.



Application: Use of the school

1. Name of Organisation: _____

2. Name of applicant: _____

3. Address of organisation/applicant: _____

_____ Telephone: _____

4. Name and address of person to be billed if not same as Q1 and/or Q2:

5. Details of premises required:

School name: _____

Dates required: From _____ to _____

6. Accommodation required:

Type of accommodation:	Please tick required	Date from	Date until
Classroom No required:			
Assembly Hall			
Dining Hall			
Netball/Football area – Front of school			
Field area – Back of school			

7. Purpose for which accommodation/premises are required: _____

b) If the letting is of a commercial nature, please supply details: _____

c) Will the general public be admitted? (Please circle) Yes / No

d) Details of admission charges: _____

e) Will use of the piano be required: Yes / No

f) Approximate number of people attending: _____

g) Is alcohol to be served: Yes / No If yes, has a license been sought: Yes / No

**h) Do you intend to use/bring into the premises any additional electrical equipment (see note 9 below)
Yes / No**

Please state any additional requirements here:			

8. VAT regulation relating to the use of sports facilities

The letting of school sports facilities is standard rated for VAT purposes. However, if all of the conditions are met, the letting may be treated as exempt:-

- a) The series of letting is for 10 or more sessions.
- b) Each session is for the same sport or activity.
- c) Each sessions is at the same place.
- d) The interval between each session is at least one day and not more than 14 days.
- e) The contract is for the whole series. This must include evidence that payment is to be made in full for the series whether or not the right to use the facility for any specific session is actually exercised.

A formal agreement, exchange of letters or an invoice would be sufficient evidence.

Provision for a refund in the event of unforeseen non-availability of the facility would not break the Condition, but provision for a refund in other circumstances would. It is acceptable for payments to be made in instalments, provided that the full amount is paid whether or not the facilities are actually used on each occasion.

- f) The facilities are let to a school, a club, association or an organisation representing affiliated clubs or constituent associations (such as a local league).
However, if the facilities are let to an individual or private organisation rather than any of the above, the exemption does not apply, even if the other conditions are met.
- g) The organisation to which the facilities are let has exclusive use of them during the session.

I/WE HAVE READ THE CONDITIONS OUTLINED ABOVE AND APPLY TO BE EXEMPT FROM PAYING VAT AS WE DO FULFUL THE CRITERIA.

SIGNED: _____

ON BEHALF OF: _____

DATE: _____

9. Memorandum of Agreement and Indemnity to be completed for all applications:

In consideration of the Governors and/or Carmarthenshire County Council granting me/us the use of the aforementioned premises, I/we agree to pay the Governors or to the County Council the prescribed hire charge and to replace or pay to the Governors or the County Council the cost of making good any damage caused to the premises by me/us.

It is further acknowledged and agreed that the Governors and/or the County Council give no warranty of the suitability of the premises for the use to which I/we intend to put them and I/we agree to indemnify the Governors and/or County Council, their officers, servants and agents against all actions, costs, claims and demands arising out of any accidents and/or loss which may occur on the said premises during their use by me/us provided that the same is not due to any negligence, omission or default of the Governors and/or County Council, their officers, servants or agents.

Under no circumstances shall the permanent electrical installation be altered or otherwise interfered with. Permission for HIRERS to erect any temporary wiring for specific function or purpose shall only be carried out on approval by Carmarthenshire County Council and Property Maintenance section of Carmarthenshire County Council. Further I/we undertake to check and inspect the facilities to ensure that they are clear and free of hazardous material, debris and spillages prior to use.

It is further acknowledged and agreed that I/we will indemnify the Governors and/or County Council in respect of all action, costs, claims and demands arising out of any injuries as a result of the activities undertaken through our organisation on school site and through breach of copyright defined in the Copyright Act 1956, or under any other enactment in that behalf for the time being in force in respect of any performance of any literary, dramatic, or musical work, which takes place or which is given while the said premises are being used by me/us, our servants or agents.

(The hirer should produce evidence that this indemnity is protected by adequate insurance cover).

Signature: _____

Designations: _____

Date: _____

SCHOOL USE ONLY

1. This application for the use of school premises is acceptable to us: YES / NO
(please circle)

2. The Governors have determined that this will be:
 - a. A free letting YES / NO (please circle)

 - b. A chargeable letting at a cost of £..... per hour/session plus VAT where applicable

3. Lettings income will be collected * by the school / by the Authority on our behalf.
*(delete as appropriate).