

# Builth Wells County Primary School Letting Policy



## Introduction

The Governing Body of Builth Wells County Primary School 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.

The Governing Body will endeavour to maximize the use of the premises to support the local families, services and community, with first priorities for providing the best possible education for its pupils. Any lettings of the premises to outside organisations will be considered with this in mind.

A letting may be defined as *“any use of the school premises (buildings and grounds) by either individuals or community group (such as a 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 all its pupils. Use of the premises for activities such as staff meetings, parents’ meetings, Governing Body meetings and extra-curricular activities of pupils supervised by school staff, fall within the corporate life of the school.

## School Letting Agreement

This is expected to cover the hire of rooms for occasional use of space that is also shared with other users, eg use of school halls, etc. It can also be used when a third party is using space more intensively, eg they have full use of some rooms but the school retains control of access to the buildings, ie the third party is dependent on the school as keyholder to the school site. Generally the school should ensure that the terms and conditions are attached to the agreement, all the blanks are filled in and it is signed prior to occupation.

The agreement should only cover one term/holiday period at a time.

The school will manage this process themselves

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 it or of creating any tenancy between the school and the hirer.

## Management of lettings

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.

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 Governors. A risk assessment must be conducted for each proposed letting (appendix 4).

### **Administration of lettings**

Those seeking to hire part of the school premises should approach the Headteacher (or other designated member of staff), who will identify their requirements and clarify the facilities available.

An application form (see appendix 1) should be completed at this stage to provide basic details of the applicant.

The Headteacher will consider this with regard to the matters contained in this policy and shall advise the applicant of its decision.

Once it has been decided to proceed with a letting a letter/email of confirmation will be sent to the successful applicant, 'the hirer', setting out full details of the letting and enclosing a copy of the terms and conditions and the relevant agreement.

The letting should not take place until the signed agreement has been returned to the school. The person applying to hire the premises on behalf of the hirer will be invoiced for the cost of the letting, in accordance with the Governing Body's current scale of charges (see appendix 3).

The hirer must give their full details with the agreement in their name, including their permanent private address (for individual lettings) or named senior personnel, contact details, full business address and any registered Charity/ Company registration numbers.

No letting should be regarded as 'booked' until the written agreement has been signed by both parties, any deposit/ pre-payment has been paid as appropriate and approval has been given by the relevant person on behalf of the school.

No public announcement of any activity or function taking place should be made by the hirer until the booking has been formally approved.

### **Finance**

The school's delegated budget will not be used to subsidise any lettings unless it is of direct benefit for pupils. A charge will be made to meet the costs incurred by the school for any lettings of the premises. At the very least the actual cost to the school of any use of the premises by the hirer must be paid.

### **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, lighting & catering);  
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);  
Fee in lieu of use of premises, ie a rental value.

Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the various hirers.

The specific charge levied 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. Current charges will be provided in advance of any letting being agreed.

Charges should be paid preferably before the commencement of the letting, but in any event the hirer should preferably pay within 28 days before the commencement of the letting. Failure to do so will mean that no further use of the premises can be made until such costs are paid in full. Legal proceedings will commence in cases where such payments are not forthcoming.

All lettings fees should be paid by cheque direct to the school and made payable to 'Powys County Council'.

The school must ensure that the hirer has ensured that the number of persons using the premises does not exceed that for which the application was made and approval given, and that all terms and conditions are being adhered to, including responsibility for payment of all fees or other sums due in respect of the letting.

See appendix 3 for a list of up-to-date charges.

## **VAT**

In general, the letting of rooms for non-sporting activities is exempt VAT, whereas sports lettings are subject to VAT (although there are exemptions in certain circumstances). There are no VAT remissions for 'Not for Profit' companies limited by guarantee.

## **Public liability and insurance**

It is the hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk. The hirer should adequately supervise the event, 'the letting', and be responsible for any consequences arising from the event.

A risk assessment will be conducted for each hiring/activity by both the school and hirer together. Copies must be given to the hirer and kept on file in school.

The school's/Powys County Council's public liability insurance will cover any accidental injury of persons as a direct result of a defect of the building.

**All other injuries, loss of, or damage to property, including the hired premises, arising from the letting will be the responsibility of the hirer.**

## **Safeguarding**

Lettings will not be made to persons under the age of 18, or to any organisation or group or individual with an unlawful or extremist background or to anybody to whom the school does not wish to hire the premises.

Persons may have to undergo, at the discretion of the Governing Body, a criminal record check via the Disclosure & Barring Service (DBS). If a particular letting involves contact with the school's pupils, all personnel involved must have appropriate recruitment and vetting checks in accordance with guidance. All staff in schools are required to be cleared at Enhanced level and therefore this should be replicated across to hirers.

The hirer will maintain and provide copies to the school, in relation to DBS evidence, contact details (including all emergency contacts), changes in staffing, responsibilities and absence.

These checks must be made by prior arrangement with the Headteacher in advance to ensure that the checks can be carried out prior to the commencement of any letting. Any adults working with the school's pupils (for example, at an after school sports club) must be appropriately qualified. Sports coaches must follow the local authority's guidelines for working in schools.

The hirer will not sub-let the premises to another person.

### **Access**

The school premises and facilities are suitable and provide good access for individuals with disabilities. However, it is the responsibility of the hirer to make a prior judgment before the booking as to whether the facilities available at the school are suitable for disabled access and the needs of their users.

The Headteacher and Chair of Governors reserves the right of access to the premises during any letting. The Headteacher or members of the Governing Body may monitor activities from time to time.

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

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

Subject to availability, car parking facilities may be available for use by the hirer and other adults involved in the letting. The hirer will request this in the Application Form (appendix 1).

### **Policies**

The school will signpost the hirer to the appropriate school policies available on the school, website ([www.builth.powys.sch.uk](http://www.builth.powys.sch.uk)) eg. Lettings, Complaints, Equality, Child Protection, Disability & Diversity Policies, Health & Safety, which the hirer is required to comply with.

### **Copyright or performing rights**

The school is not responsible for infringements of any subsisting copyright or performing rights, and the hirer must indemnify the Local Authority against all sums of money which the

Local Authority may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire.

### **Electrical equipment**

Any electrical equipment brought by the hirer onto the school site **MUST** comply with the Local Authority code of practice for portable electrical appliance equipment. Equipment must either have a certificate of safety from a qualified electrical engineer or be inspected by the Local Authority prior to use and certified fit for use. The intention to use any electrical equipment must be notified on the application form.

### **Furniture and fittings**

The hirer shall pay the cost of any repairs required. If activities involve outdoor use, hirers should ensure footwear is cleaned before re-entering the premises. Any damages or broken equipment must be reported to the school or caretaker, whether caused by the hirer or otherwise, as good vigilance will ensure the safety of all other users.

### **First aid facilities**

There is no legal requirement for the school to provide first aid facilities for the hirer. It is suggested that the hirer makes its own arrangements. Use of the schools resources is not available.

### **Food, smoking, drink and drugs**

No food or drink may be prepared or consumed on the premises without the direct permission of the Governing Body, in line with current food hygiene regulations. All litter must be placed in the bins provided. No intoxicants/ unlawful drugs shall be brought on to or consumed/ used on the premises. The whole of the school premises, including the external areas, is a non-smoking area, and smoking is not permitted.

### **School equipment**

This can only be used if requested on the application form, and if its use is approved by the Headteacher. Responsible adults must supervise the use of any equipment which is issued and ensure its safe return. The hirer is liable for any damage, loss or theft of school equipment it is using, and for the equipment's safe and appropriate use. The hirer will need to demonstrate a competence level for use of equipment and food hygiene standards. Untrained or inappropriate use of equipment may lead to damage to floors etc or render the equipment inoperable causing service delivery disruption the following day.

### **Vacation of premises**

The hirer shall ensure that the premises are vacated promptly at the end of each period of use or letting. The hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. Additional charges will be made where the caretaker is unable to lock up at the time agreed in the letting agreement.

### **Behaviour**

The school must take appropriate measures to ensure that the hirer is responsible for ensuring adequate supervision and preservation of good order for the full duration of the letting and until the premises are vacated, also the prevention of overcrowding and keeping clear all gangways, passages and exits.

### **Site security**

The Governing Body will arrange 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 and codes should not be passed to any other person without direct permission of the Governing Body of the school.

The school will be responsible for communicating arrangements for out of hours, school closure, keys and alarms, checking and switching off technical equipment, explaining fire procedures and fire risk assessments and ensuring appropriate risk assessments are completed. The school will also be responsible for checking fixtures and fittings before and after the letting, and keeping signed copies of the lettings agreements.

The school is responsible for annual checks of fire equipment and displaying arrangements for fire safety.

### **Quality of service**

From time to time, staff and Governors have the right to monitor the activities to ensure quality of service/ activity operating from the premises.

Last Updated: 5/11/2019  
G. Cornelius

## **Appendix 1 – School Letting Application Form**

Name of applicant:	
Address (Individual or organisation):	

Telephone number:	
Email address:	
Name of organisation:	
Activity of organisation:	
Registered Charity/ Company registration numbers:	
Details of premises requested (Hall, playground, field etc):	
Dates required:	
Start and finish times (allow time for preparation and clearing up):	
Use of School Equipment (please specify your request):	
Details of any electrical equipment to be brought:	
Car parking arrangements requested:	
Maximum number of participants:	
Age range of participants:	
Number of supervising adults (if applicable):	
Relevant qualifications of supervising adults:	
Where applicable, have DBS checks been carried out and records kept?	

The hirer confirms that adequate and appropriate insurance cover is in place for the activity to be carried out, that arrangements are in place with reference to first aid and undertakes to comply with the regulations regarding the use of their own electrical equipment (see Terms and Conditions for further details).

**I have read and understood the policy and Terms and Conditions required of me as hirer.**

***I confirm that I am over 18 years of age, and that the information provided on this form is correct.***

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**Appendix 2 – Bulth Wells County Primary School Letting Agreement**

The hirer:	
Address:	

Telephone :						
Email address:						
Areas of the school to be used (please tick):	School Hall	Music Room/Library	Classroom	Playground	Sports field	Carpark
Specific nature of use:						
Maximum attendance:						
Details of any school equipment to be used:						
Date(s) and time(s) of hire:						
Fee:	Per session (morning/afternoon/evening): £					
	<b>In total: £</b>					

The Governing Body agrees to let the premises to the hirer on the date(s) and for the period(s) mentioned above, upon payment of the fee specified.

The hirer accepts all the conditions of hire as set out in the attached Terms and Conditions document.

**The hirer's attention is specifically drawn to the indemnities contained in the hire conditions, and the need to obtain suitable insurance cover for any loss, damage or injury.**

I have read and understood the conditions required of me as hirer.

Signed:

\_\_\_\_\_ (the hirer)

\_\_\_\_\_ (on behalf of the Governing Body)

Date: \_\_\_\_\_

**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.

**Priority of use and access**



The Headteacher or Chair of Governors reserves the right of access to the premises during any letting. The Headteacher or members of the Governing Body may monitor activities from time to time.

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

The responsibility of making sure the accommodation is suitable for the needs of all users, is the responsibility of the hirer and not the school.

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

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. The hirer shall not sub-let the premises to another person.

Subject to availability, car parking facilities may be used by the hirer and other adults involved in the letting. The hirer will include this in the application form.

### **Safeguarding**

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

The hirer must give their details with the agreement in their name, with their permanent private address (for individual lettings) or (for organisation/ company/ charity lettings) named senior personnel, contact details, full business address and any registered Charity/ Company registration numbers.

Persons may have to undergo, at the discretion of the Governing Body, a criminal record check via the Disclosure & Barring Service (DBS). If a particular letting involves contact with the school's pupils, all personnel involved must be checked in accordance with relevant guidance. All staff in schools be cleared at Enhanced level and therefore this should be replicated across to third party users.

These checks must be made by prior arrangement with the Headteacher in advance to ensure that the checks can be carried out in time. Any adults working with the school's pupils (for example, at an after school sports club) must be appropriately qualified. Sports coaches must follow the Local Authority's guidelines for working in schools.

The hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits.

### **Policies**

The school will signpost the hirer to the appropriate school policies available on the school website ([www.builth.powys.sch.uk](http://www.builth.powys.sch.uk)) eg. Lettings, Complaints, Equality, Child Protection, Disability & Diversity Policies, Health & Safety, which the hirer is required to comply with.

### **Charges and cancellations**

Hire charges are reviewed annually and the current charge is set out in the letting 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) and that the letting may be cancelled, provided that in each circumstance at least 28 days' notice either way is given. It is the hirer's responsibility to notify all involved in writing (where appropriate) of any changes in dates or venues at least a week in advance.

### **Behaviour**

The hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated.

### **Conclusion of the letting**

The hirer shall, at the end of the hire period, leave the accommodation in a reasonably tidy condition, all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional cost will be charged.

### **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 Local Authority against all sums of money which the Local Authority may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

### **Damage, loss or injury**

It is the hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk. The hirer should adequately supervise the event, 'the letting', and be responsible for any consequences arising from the event.

A risk assessment will be conducted for each hiring/activity by both the school and hirer together. Copies must be given to the hirer and kept on file in school.

The school's/Powys County Council's public liability insurance will cover any accidental injury of persons as a direct result of a defect of the building.

**All other injuries, loss of, or damage to property, including the hired premises, arising from the letting will be the responsibility of the hirer.**

### **Furniture and fittings**

Furniture and fittings shall 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 repairs required. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the premises.

### **Electrical equipment**

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

### **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 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.

### **Food, smoking, drink and drugs**

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. No intoxicants/ unlawful drugs shall be brought on to or consumed/ used on the premises. The whole of the school premises is a non-smoking area, and smoking is not permitted.

### **School equipment**

This can only be used if requested on the initial application form, and if its use is approved by the Headteacher. Responsible adults must supervise the use of any equipment which is issued and ensure its safe return. The hirer is liable for any damage, loss or theft of school equipment they are using, and for the equipment's safe and appropriate use. The hirer will need to demonstrate a competence level for use of equipment and food hygiene standards.

### **Security**

The Governors will arrange 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 and codes should not be passed to any other person without direct permission of the Governing Body of the school.

### **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.

In the event of an emergency, occupants must leave the school by the nearest exit and **assemble in the school carpark**. The hirer must have immediate access to participants' emergency contact details, and may use the telephone in the school office in the event of an emergency. Hirers are responsible for familiarising themselves with emergency exits and must ensure that participants are aware of evacuation procedures.

In the event of an emergency please contact the Headteacher using the telephone number supplied at the time of the lease agreement.

### **Appendix 3 – Bulth Wells County Primary School Letting Charges**

The school facilities can be hired per session. A session consists of a morning, afternoon or evening. Each session will be approximately four hours in length. Timings will be agreed when completing the letting agreement.

Standard charges per session are as follows:

School Hall	£25
Music Room/Library	£10 or £15 for two session/all day

Classroom	£10
Playground	£10 (£5 if booked in conjunction with the school hall)
School/Sports Field	£20
Carpark (ie carboot sales)	£10 hire for charity events £5/day private cars

Facilities are only available outside normal school hours (after 3.30pm, evenings and weekends), unless otherwise agreed by the Headteacher.

In exceptional circumstances, where the activity of the hirer is of a curriculum benefit to the pupils at the school, the facilities may be hired during school hours at the discretion of the Headteacher. In this instance, there will be an additional charge for the facilities of £10 per session to cover the inconvenience of losing the use of the facility during the school day.

Reduced fees will be available to organisations with longstanding letting agreements and registered charities. These will be agreed by the Headteacher and Governing Body.

**The Following is Attached Separately to this Agreement:**

**Appendix 4 – Risk Assessments for Hirers**