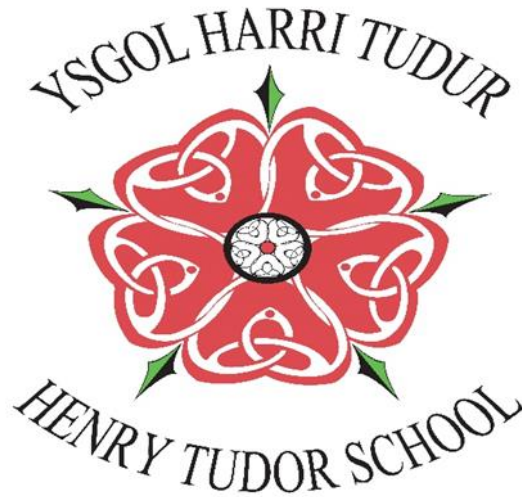


# **Ysgol Harri Tudur**



## **Henry Tudor School**

### **Lettings Policy**

Adopted by Finance Committee: September 2010

Last Reviewed: Autumn 2018

Review every 2 years

Next Review: Spring 2021

Letting Charges reviewed annually

# PEMBROKESHIRE COUNTY COUNCIL

## Cyngor Sir Penfro

# SCHOOL LETTINGS POLICY

### Introduction

The Governing Body of Ysgol Harri Tudur / Henry Tudor 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. However, the overriding aim of the Governing Body is to support the school in providing the best possible education for its pupils/students, and any lettings of the premises to outside organisations will be considered with this in mind.

The school's delegated budget (which is provided for the education of its pupils/students) 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 outside organisation must be reimbursed to the school's budget.

### Definition of a Letting

A letting may be defined as *"any use of the school premises (buildings and grounds) by either a 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/students.

Use of the premises for activities such as staff meetings, parents/carers' meetings, Governing Body meetings and extra-curricular activities of pupils/students supervised by school staff, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school's delegated budget.

### 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 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);

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

The specific charge levied will be reviewed annually, during the spring term, by the Finance Committee, for implementation from the beginning of the next financial year, with effect from 1<sup>st</sup> April of that year. Current charges will be provided in advance of any letting being agreed.

### Management and Administration of Lettings

The Headteacher is responsible for the management of lettings. Where appropriate, the Headteacher may delegate all or part of this responsibility to other members of staff, whilst 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, s/he will consult with the Chair of the Resources Committee, who is empowered to determine the issue on behalf of the Governing Body. In addition, the Headteacher may consult with the Director of Education regarding any individual letting, and as a result the letting application may be refused.

The Headteacher reserves the right to terminate any letting agreement in the event of non-compliance with conditions of hiring.

### The Administrative Process

Organisations seeking to hire the school premises should approach the School Business Manager who will identify their requirements and clarify the facilities available. A form LET 1 should be completed at this stage. The Governing Body has the right to refuse an application (form LET 3), 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.

Once a letting has been approved, a form LET 2 will be sent to the hirer, setting out full details of the letting and enclosing a copy of the terms and conditions and the hire agreement. 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.

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.

All lettings fees which are received by the school will be paid into the school's delegated budget, 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.

#### Public Liability and Accidental Damage Insurance

All organisations submitting applications for letting of school premises must certify that they possess an appropriate level of cover for the activity being undertaken. The minimum level of cover required by the governing body is £5,000,000

## **EXEMPTIONS FROM CHARGES**

### **Totally exempt from Standard Rates**

The following organisations are exempt from ALL charges except caretaker's wages when applicable.

- i. School Functions held within the school itself relating to school children's concerts, functions for raising money for school funds, meetings for staff and/or parents/carers.

(Maximum of 20 meetings per term per establishment)

- ii. LEA Youth Clubs, approved (non LEA) youth organisations (including YFC, YMCA and Urdd Gobaith Cymru and Police Cadet Forces) registered old pupils/students organisations, Sunday Schools, Senior Citizens. (Meetings free/concerts etc. can be charged).

(Maximum of 10 meetings per term)

- iii. Use of playgrounds by Road Safety Committee.
- iv. Green Links CIC – daytime use – 8:30am – 6pm unless otherwise approved for the purpose of vocational training involving Ysgol Harri Tudur / Henry Tudor School pupils/students.
- v. Evening Classes for the benefit of Ysgol Harri Tudur / Henry Tudor School staff.
- vi. After school activities, clubs and summer school sessions.
- vii. Community Garden

### **Organisations charged at 50% of Standard Rate**

Resourced: 50% from earmarked funds, 50% charged by Governing Body.

- i. Meetings arranged by officers of local Road Safety Committees, Civil Defence Classes and Lectures.
- ii. Meetings concerned with Local Welfare, Women's Institute, Merched y Wawr, Townswomen's and Co-operative Women's Guilds.
- iii. Classes and meetings organised by the Order of St. John and the British Red Cross Society - not held as LEA classes.

- iv. Practices arranged by Arts Clubs and Local Choral Societies.
- v. National Blood Transfusion Service.

### **Statutory Users – Standard Charge**

Candidates' meetings for Parliamentary Elections before and after the issue of the writ-Standard Charge.

Candidates meetings for Local Government Elections - Standard Charge.

Meetings of Community Councils (including Town Councils) Actual Payment to Caretaker/Cleaner in charge plus 12.5% (for heating, lighting and administration).

The School reserves the right to vary / amend exemptions (as well as charges) at any time and give due notice of a minimum of four weeks.

## CONDITIONS OF LETTING

The hirer agrees:

- a. To observe the Ysgol Harri Tudur / Henry Tudor School Governing Body regulations that no money be paid to the caretaker/cleaner in respect of the letting since it is understood that remuneration to the caretaker/cleaner in respect of additional duties occasioned by the letting will be the responsibility of the Governing Body.
- b. To pay Ysgol Harri Tudur / Henry Tudor School all expenses which may be incurred by them in repairing and making good any part of the school/college buildings or of the furniture and effects therein, which may be damaged or destroyed by/or in consequence of my/our use of the school.
- c. To ensure that the facilities used are left in good order.
- d. To ensure that no intoxicants / alcohol are sold or consumed on school premises
- e. To comply with the non-smoking policy of the school.
- f. The hirer(s) agrees to take responsibility for First Aid and Emergency procedures – liaising with the school as appropriate.
- g. To ensure that appropriate supervision is afforded to all persons present on the premises as a consequence of the letting and that where the activities so demand the supervisors possess adequate qualifications.
- h. That Lettings will normally be allowed up until 10:00pm. Where organisations wish to exceed the agreed letting period this will be at the discretion of the Headteacher and they will be charged at a pro-rata rate.
- i. That a Letting fee will be charged to each organisation irrespective of shared use of the school building.
- j. That the Ysgol Harri Tudur / Henry Tudor School Governing Body will make the decision as to whether or not the caretaker is to be present throughout the whole period of letting. In those situations where the school has decided that it is not necessary for the caretaker to be present during the whole letting and it is subsequently discovered that he/she has been called out, the organisation/person responsible for the hiring of the premises may be liable to pay any additional costs.
- k. That Ysgol Harri Tudur / Henry Tudor School Governing Body reserves the right to consider on merit applications for the use of school premises.

- l. That Ysgol Harri Tudur / Henry Tudor School Governing Body shall not be held responsible to the hirers of their licensees, agents or other persons for accidents happening or any injury suffered or damage or loss of an chattel or property sustained in any manner whatsoever on any part of the school premises.
- m. That the hirer(s) should possess their own public liability policy to the value of £5,000,000 if they intend to apply any charges to the public for their event or for any commercial venture. The hirer should indemnify the school against all claims.
- n. That they are responsible for ensuring the playing fields and pitches are free from obstacles and safe for play.
- o. That the hirer(s) should cover liability to themselves with a suitable insurance policy.
- p. That the hirer(s) should complete a risk assessment prior to use of premises, ensuring all health and safety related legislation and requirements are applied as appropriate. The risk assessment should be completed with the application form.
- q. If the activity involves children, the hirer must have in place appropriate policies and procedures for Safeguarding Children and Child Protection and agrees to liaise with the school on these matters as appropriate.
- r. That the hirer(s) should ensure that all present are aware that the above - stage area is strictly out of bounds.
- s. That the hirer(s) should be aware that any adjustments to the hall lights is strictly forbidden.
- t. That the hirer(s) must not sub-let transfer and remains fully responsible for the letting.

#### **PARKING OF VEHICLES ON EDUCATION PREMISES**

Pembrokeshire County Council does not accept responsibility for any injuries received, or for loss or damage to property belonging to any person, such injury, loss or damage being the result of the use of a vehicle in or upon any education premises or any part thereof.

Any damage caused to educational property, by any vehicle will be the responsibility of the owners of such vehicles.



## TEMPORARY EVENT NOTICES (TEN)

In the event of a need for a Temporary Event Notice (TEN) i.e. if an event is outside the scope of the school premises licence, the hirer will take full responsibility for the application process to PCC.

The hirer will forward a copy of the approved TEN to the Headteacher, at least, 14 days prior to the event and provide the name of the premises user (i.e. the person who will take responsibility instead of the Headteacher).

The hirer will need to forward a copy of their Public Liability Insurance and if more than 5 employees, their Employers Liability Insurance to the Headteacher at least 14 days prior to the event.

## Maximum Occupancy of the Hall

Ground floor	400	
Back stage	100	
Total	<u>500</u>	including staff

## SCALE OF CHARGES FOR THE USE OF YSGOL HARRI TUDUR/HENRY TUDOR SCHOOL EDUCATIONAL FACILITIES 2020/21 FINANCIAL YEAR

<b>School Facilities</b>	<b>During School Session Duration</b>	<b>Out of School Session Duration Caretaker Opens &amp; Closes</b>
<b>Community Groups / Regular Users</b>	<b>Per hour £</b>	<b>Per hour £</b>
Classroom (per room)	5	20
ICT Suite (per suite)	10	30
Main Hall/Gym	15	50
<b>External Providers / Commercial Groups / One-off Lettings</b>		
Classroom (per room)	20	30
ICT Suite (per suite)	25	40
Main Hall/Gym	40	60
Proposed 3G pitch charge per hour (from Sep 19)	50	50

### Notes:

1. If facilities management support is required during the letting, an additional salary cost of £20 per hour will be applied.
2. Weekends require a minimum letting of 3 hours.
3. There will be an additional charge of £25.00 for the use of the changing rooms and showers.
4. Commercial use of the Main Hall, during a weekend or a school holiday, for more than 4 hours, will be charged at £250.
5. Main Hall lighting and sound support will be charged at half day, 4 hours, (£60) or full day rates (£110).
6. Lettings Charges are reviewed on an annual basis by the Governors' Finance Committee and may be amended at any time.
7. The use of the school as a Polling Station is set by the Elections Unit at £30.

# LETT 1

## APPLICATION FOR THE LETTING OF SCHOOL PREMISES at Ysgol Harri Tudur / Henry Tudor School

This application form is to be completed and sent to The School Business Manager. **NOT LESS THAN FOURTEEN DAYS' CLEAR NOTICE OF BOOKING MUST BE GIVEN.** No usage of education premises can be made without the prior consent of the Headteacher.

Name of Applicant: \_\_\_\_\_ Name of Organisation \_\_\_\_\_

\*I / We wish to apply for the use of Hall/Gymnasium/Other (please specify) \_\_\_\_\_

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

From \_\_\_\_\_ am / pm to \_\_\_\_\_ am / pm

for the purpose of: \_\_\_\_\_

Name, address and telephone number of responsible person who will be present during the whole of the letting:

Names of appropriate number of S.I.A. registered door persons i.e.1:100 expected audience.

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### Please Note:

#### **\* ORGANISATIONS ARE TO POSSESS THEIR OWN PUBLIC LIABILITY POLICY**

**To the value of at least £5,000,000**

- **SMOKING IS PROHIBITED ON THE SCHOOL PREMISES**
- **NO INTOXICANTS / ALCOHOL CAN BE SOLD OR CONSUMED ON SCHOOL PREMISES DURING THE LETTING**

In consideration of the granting of the use of the above, as herein requested. I / We agree to comply with Ysgol Harri Tudur / Henry Tudor School's Conditions of Letting.

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

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

Telephone Number: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

# LETT 2

## CONFIRMATION OF LETTING AT YSGOL HARRI TUDUR / HENRY TUDOR SCHOOL

Applicant: \_\_\_\_\_

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

Your application has been duly received and permission to use the following facilities school has been approved. The cost of the letting is shown on the enclosed invoice. Please remit directly to the school. (Cheques made payable to Ysgol Harri Tudur / Henry Tudor School PCC)

*\*delete as appropriate*

Hall / Gymnasium / Other (please specify)\_\_\_\_\_

Date of Letting:\_\_\_\_\_

From \_\_\_\_\_am / pm to \_\_\_\_\_am/pm

for the purpose of:\_\_\_\_\_

**THIS FORM MUST BE SHOWN TO THE CARETAKER PRIOR TO EACH LETTING (IF MORE THAN ONE), OR HANDED TO THE CARETAKER IF ONLY ONE LETTING.**

The Caretaker has been told that it is necessary / is not necessary for him to remain on the premises during the whole period of letting.

As indicated on your application, the person responsible during the letting is:

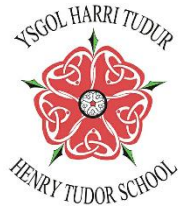
Date \_\_\_\_\_ Signed \_\_\_\_\_ (Headteacher)

### Charges

Room only	<input type="checkbox"/>	No Charge	<input type="checkbox"/>
Caretakers only	<input type="checkbox"/>		
Room and Caretakers	<input type="checkbox"/>		

LETT 3

Ysgol Harri Tudur /  
Henry Tudor School



REFUSAL OF LETTING AT  
YSGOL HARRI TUDUR / HENRY TUDOR SCHOOL

Applicant \_\_\_\_\_

Date \_\_\_\_\_

Your application has been duly received. I regret permission to use the following facilities at the above school has been refused.

\_\_\_\_\_

Date of Letting: \_\_\_\_\_

From \_\_\_\_\_ am / pm to \_\_\_\_\_ am / pm

for the purpose of: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_ Signed \_\_\_\_\_ (Headteacher)

\_\_\_\_\_