



# Lettings

July 2024





## Introduction

The Governing Body of Ysgol Sant Dunawd 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 lifelong process which should be open and accessible to all. This handbook outlines the policy of our school regarding 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 always other than during the school day is under the control of the Governing Body of our school (Education Act 1986, sect.42 no.2).

The Equalities Act 2010 applies throughout this policy and will be adhered to throughout all stages of our lettings procedures.

Having regard to our duty under the Race Relations Act 1976 (but without prejudice to our duties under the Representation of the People Act 1983) the Governing Body will not let the school premises to organisations whose purpose is, amongst other things, to encourage racial discrimination and/or disharmony between persons of different racial groups, or are otherwise involved in activities prejudicial to good race relations.

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 request 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.

The final decision on compliance lies with the Governing Body.

## Condition of Booking

1. 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.
2. Letting of the school premises is subject to the availability of the Caretaker/ Headteacher to open and close the school. There may be an additional charge of £30 to cover the cost of opening and closing-down the premises.
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 has the right to vary these terms and conditions at any time.



4. 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.
5. The requirements of the school Governing Body on or in connection with the issue of licenses for public dancing, music or any public entertainment, must be strictly fulfilled. As those licenses lay down stringent regulations, the Hirer must study the regulations of the Local Authority on the issue of licenses for such purposes.
6. The Hirer shall indemnify and keep indemnified the respective bodies and persons from and against all loss and damage which the Council, school or the Governing Body or any property belonging to or under the control of the school or the Governing Body, may sustain or incur by reason of the permission to use the premises or otherwise arising out of or in connection with such user, including cost of replacement and reinstatement and the damage to the property of, or the bodily injury or death of any person or persons.
7. 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. Property shall be brought to the premises at the sole risk of the owner.
8. The Hirer must make sure that all users are aware that they are solely responsible for the security of their personal property and should put a sign up to this effect. If tickets are issued for any event, this statement should also be printed on the ticket.
9. The Hirer is responsible for informing 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 Governing Body within 24 hours of the event. Any further information required by the Governing Body must be made available on request.
10. No intoxicating liquor should be brought or consumed on school premises or any part thereof except by recognised organisations. It is the responsibility of the Hirer, on behalf of the recognised organisation, to obtain any necessary license for the sale of intoxicating liquor.
11.
  - (a) No musical works in the repertoire of the Performing Right Society may be performed in public on the premises except on payment to the Society of the appropriate fee.
  - (b) No lecture, play, opera, dramatic or musical or other work in which a copyright subsists shall be delivered or performed on the premises unless the consent of the owner of the copyright has been previously obtained by the hirer and all necessary fees paid. No performance of any gramophone or other record in which any copyright subsists shall be given on the premises unless



the previous consent of the Phonographic Performance Ltd., or other owner of the copyright has been obtained by the hirer and all necessary fees paid. The hirer must make his/her own inquiries as to the existence of any such copyright as aforesaid. Proof of permission to use the piece of work must be shown to the Governing Body of the school at the time of booking.

(c) The hirer and the guarantor shall indemnify and keep indemnified the Council or the Governing Body from and against all costs, claims and demands which may be made against the Council or the Governing Body for any breach or infringement of copyright.

12. The Governing Body may cancel any permission granted to use the premises:

(a) If it should appear that the same or any part thereof will be required for public or official purposes whether of the Council or Governing Body or otherwise or by anybody or person having a statutory right of user.

(b) If any damage has been caused to the premises or to any property of the Council there on by reason of any previous use of the premises by the person or body now wishing to use the premises.

(c) If breaches of the requirements of the Council's licensing conditions or of the Justices in connection with public dancing, music or other public entertainment's occur.

(d) If, for any reason, the Council or the Governing Body deem it necessary or expedient to cancel the license or permit.

(e) If, for any reason, the school is closed, no compensation shall be payable by the Council or the Governing body, to the hirer or any other person by reason of any such cancellation. Any fees paid to the Governing Body in respect of a permit which is subsequently cancelled by the Council or the Governing Body will be refunded unless the cancellation is by reason of damage having been caused.

13. The use of a film projector with non-flammable films may be permitted subject to the approval of the Governing Body, of the type of projector and to any conditions prescribed by the Council and other appropriate authorities as precautions against fire and panic.

14. No person under the age of 16 years is permitted on the premises without adequate adult care and supervision.

15. The right of access to all parts of the school premises whether or not included in the permission for user is reserved to the Council, Governing Body or any officer



authorised by them or any of them and the hirer shall not obstruct or interfere with this right.

16. No alterations or additions to the electrical installations at the school may be made without previous consent in writing of the Chair of the Governing Body and any such alterations and additions as may be authorised shall be carried out in accordance with the directions and to the satisfaction of the Council and shall be reinstated forthwith at the expense of the hirer to the like satisfaction.
17. No additional staging, curtaining or scenery may be erected without the previous consent in writing of the Governing Body and any such alterations and additions as may be authorised shall be carried out in accordance with the directions and to the satisfaction of the Council and shall be returned to their original state immediately after usage, at the expense of the hirer.

Where any use involves the erection and/or dismantling of a stage, this will be carried out by the hirer at his/her expense under the supervision of a representative of the Governing Body.

All such curtaining or scenery shall be rendered non-inflammable. Stage scenery and other effects must neither be brought on to the school premises nor taken away while the school is in session except with the express permission of the Governing Body and Head Teacher.

18. Furniture, including chairs, must not be removed from the school premises nor 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 by the Governing Body.
19. No advertising may be placed in any area of the school premises without the direct permission of the Head Teacher of the school.
20. The use of any preparation or material for the purpose of preparing a floor for dancing is not allowed, as this may make the floors dangerous for normal use. The safe condition of the floors shall be deemed acceptable to the hirer after inspection and will remain the hirer's responsibility during the letting.
21. 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 and will inform the hirer in writing. In such event, the hirer will not be entitled to any compensation or refund of any payment made in respect of such use.
22. 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.



## Conditions of Usage

1. Any movement of furniture required must be undertaken by the Hirer under the direction of the caretaking staff of the school. No furniture or apparatus is to be used without prior permission.
2. 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.
3. Where car parking is required, the Hirer must undertake the proper stewarding and control of the parking area in collaboration with the police where necessary. The Hirer must maintain safe entry and exit from the premises and provide and maintain clear access for emergency vehicles and service vehicles.
4. No alcoholic drinks may be consumed or brought onto the premises unless written permission has been applied for and received from the Governing Body. No alcoholic drinks may be sold without the relevant license, and this must be shown in advance to the Governing Body. The school requires that no alcoholic drinks are stored or consumed in any kitchen areas.
5. The Hirer is responsible for the protection of the premises from damage, for the good behaviour of all associated users, and ensuring that alcoholic drinks, where permitted, are consumed in moderation when brought onto the premise for a function.
6. 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. If this is not found to be the case the hirer will be charged a penalty sum to cover the costs of any repairs or cleaning required.
7. Access to classrooms, administration area, kitchen and any part of the school building not specified in the letting are strictly prohibited.
8. Smoking, the use of electronic cigarettes or similar is not permitted within the school building or on any of the grounds.
9. Bookings can only be accepted when the Caretaker/ Headteacher is prepared to undertake the additional duty.
10. The Hirer must take out public liability insurance cover and proof of this must be shown before use.
11. The Hirer will adhere to all aspects of our lettings policy at all times through the procedure of applying for and accepting a let on our premises.



12. 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/ care scheme will adhere to all regulations set out in the Children Act 1989, including those of registration with the relevant registering body.
13. 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.
14. The Hirer will adhere to all Health and Safety requirements as required by the school.
15. No food or drink is allowed in any area except designated social areas, unless written permission has been granted.

AREA	DAYTIME – termtime (9:00am – 6:00pm)	HOLIDAYS (8:00am – 6:00pm)	EVENINGS (6:00pm – 11:00pm)	WEEKENDS (8:00am – 11:00pm)
MAIN HALL		£15.00 per hour	£15.00 per hour	£15.00 per hour
CHILD CARE CLASSROOM *Inc. yard/ field		£5.00 per hour OR £45.00 daily rate		
CLASSROOM				
PLAYGROUND		£15.00 per hour	£15.00 per hour	£15.00 per hour
PLAYING FIELD		£20.00 per hour	£15.00 per hour	£15.00 per hour

## Booking Procedure

1. Applicants should fill in an application/ booking form and return to the main school office.
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 school's lettings policy.
4. A signed 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 and any additional returnable deposit required.





6. The hirer should then pay the booking invoice, in full, 28 days prior to the date of the let, and ensure that they receive a receipt of payment. This will then confirm the booking agreement. Any returnable deposit required (i.e. for special functions) must be paid immediately within 72 hours of the date the booking form was sent. Failure to pay the invoice and returnable deposit (where required) will result in the application for the let becoming void.
7. Where deposits are paid, the hirer must ensure that he/she meets the representative of the Governing Body (usually the caretaker) and signs the conditions of the building on arrival.

## 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.
2. 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 premises by the end of the booked period.
3. Availability of premises is negotiable. Please contact the school to find out the current hours of access.

## Cancellations

1. The Governing Body must be notified of any cancellation at least 4 weeks prior to the date of let. However, notification at the earliest possible time is appreciated.
2. 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.

Please note:

- a) The above conditions apply for cancellation of total or part of a booking.
- b) Where the Hirer makes a permanent cancellation during the course of a letting agreement, the Hirer will receive a refund for any outstanding sessions but no compensation will be available.



## Complaints Procedure

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

If the school has concerns about a let the following procedures will be followed :

1. A representative of the Governing Body will verbally raise the concern with the named Hirer.
2. The situation will be monitored for two sessions to allow the issues to be addressed.
3. If the situation remains unresolved, the Hirer will receive written notification of the concern and a further two sessions will be given to allow the Hirer to address the situation.
4. If the matter remains unresolved, the Hirer will receive formal written notice of termination of the booking agreement. This will be implemented 72 hours from the date of the letter of notification.

**Please Note:** If the Hirer blatantly breaks the conditions of usage, the let can still be terminated immediately.

### 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:

1. Talk to the named representative of the Governing Body and discuss the problem. Allow 5 working days for the situation to be resolved.
2. 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.
3. 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.)
4. 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.

### What if a third party complains?

1. If the school receives a complaint from a third party the Governing Body will be notified of the complaint.



2. 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.
3. 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 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.

## **Lettings Invoicing**

This will be undertaken by members of the office staff.



## Appendix A

### Booking Procedures Checklist

1. Issue application + Conditions of Usage and Booking Procedures to the potential Hirer (as attached).
2. Receive completed application form (mark date of receipt).
3. Assess suitability of applicant.
4. Check availability of premises.
5. Check availability of caretaker.
6. Check availability of /notify DSO kitchen staff, where appropriate.
7. Book let into diary with hirer's contact number.
8. Send permit and invoice for booking.
9. Receipt of deposit/payment in full.
10. Send receipt of payment to the hirer.
11. Receive any outstanding payment (where in two stages).
12. Confirm booking in diary, with caretaker and DSO staff (where appropriate).
13. Send receipt to hirer and confirmation of booking.
14. Process payment – Payment into the School Fund via relevant method:
  - Cheque
  - Bank Transfer



## Appendix B

### 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.

FACILITY REQUIRED	TIME		DATES	TOTAL HOURS	COST PER HOUR	TOTAL COST
	FROM	TO				
<b>TOTAL COST</b>						

Name of Organisation:		
Purpose of Hire:		
Will any copyright material be used?		
Estimated number of people to be present:		
Estimated number of children under 8 to be present.		
Will all persons be members of the Organisation?		
Will charges be made, if so, how much and what for?		
To what purpose will any proceeds be donated?		
How many chairs will be required?	Adults:	Children:
How many tables will be required?	Adults:	Children:
Any other equipment required?		

FOR OFFICE USE ONLY	£	
Cancellation costs		
Additional Administration		
<b>PERMIT NO.</b>	<b>INVOICE SENT</b>	<b>PAYMENT RECEIVED</b>



To the Governing Body of Ysgol Sant Dunawd:

I \_\_\_\_\_ (please print)  
of \_\_\_\_\_ Organisation

being over the age of 18 years, hereby apply for permission for the above stated Organisation to use the school premises as stated overleaf. I understand that if permission is granted, it will be subject to all conditions of usage within the school's letting policy. I have read this lettings policy and understand that permission to use the school premises will only be effective provided the conditions and regulations stated in the school's letting policy are adhered to.

I, on behalf of my Organisation, hereby agree to follow all conditions of the school's letting policy should permission be granted to use the school premises, including having all relevant insurances in place, such as Public Liability Insurance at the relevant rates and scales for my hired purpose.

I, on behalf of my Organisation, agree to indemnify and keep indemnified the Governing Body and Council from and against all loss, damage, costs, claims, demands, expenses or charges which the Governing Body or Council may sustain or incur in respect of any matter arising out the use of the school premises or the conditions relating thereto insofar as the same are not covered by the said or any other policy of insurance effected by the Governing Body or Council or the obligation to give notice of any accident, damage, or proceedings as aforesaid is not fulfilled by us and to pay to the Governing Body on demand at the school office all such sums as may be payable by reason of this indemnity.

Signature of Applicant ( Mr,Ms, Mrs ) \_\_\_\_\_

Occupation \_\_\_\_\_

I understand it is my responsibility, on behalf of my organisation, to ensure that any area of accommodation used in the course of the letting is left in the condition in which it is found. I must also ensure that my organisation leave the premises at the time stated on the Permit.

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

\_\_\_\_\_

Telephone No: \_\_\_\_\_

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



## Appendix C

### Confirmation of booking to let school premises

Dear

This is to certify confirmation of your booking to let the school premises as detailed in the Letting Invoice dated \_\_\_\_\_ which was previously sent to you.

Please find enclosed a receipt for payment covering the cost of this let.

We hope you will find our premises a satisfactory venue for your let and will consider using us again in the future.

Yours sincerely,

On behalf of the school

