

# Lettings Policy

## ST. ILLTYD'S HIGH SCHOOL



Date adopted

13/9/18 *LC*

Reviewed on

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# ST. ILLTYD'S CATHOLIC HIGH SCHOOL

## LETTINGS POLICY

### 1. Introduction

The Governing Body regards the school buildings and grounds as a community asset and will make every effort to enable them to be available for the delivery of extended services including community use.

The Governing Body welcomes the opportunity to work with partner organisations in extending the range of opportunities to help children and young people achieve their full potential by engaging with services meeting the wider needs of children, young people, families and the local community. The Governing Body acknowledges that extended services, including community services, support and compliment the main teaching and learning activity within the school and contribute towards raising standards. However, we would ask that partners note that schools, by their very nature, may be more constrained than many other organisations in responding to lettings requests.

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 must be reimbursed to the school's budget where those activities are not directly aimed at raising pupil attainment and achievement.

### 2. Definition of a Letting

A letting may be defined as *"any use of the school premises (buildings and grounds) by either a community group, or a commercial organisation."*

A letting must not interfere with the primary activity of the school, which is to provide a high standard teaching and learning environment for all its pupils.

Use of the premises for activities such as staff meetings, parents' meetings, Governing Body meetings, out of school hours learning / study support activities or any other extended services which support the raising of attainment and achievement, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school's delegated budget.

### 3. Charges for a Letting

The Governing Body is responsible for setting charges for the letting of the school premises. A charge may be levied in order to cover the following:

- Cost of services (heating and lighting);
- Cost of staffing (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).

The specific charge levied for each letting will be reviewed no less than annually by the Governing Body (or as delegated for Committee determination). This review will take place during the summer term, for implementation with effect from 1<sup>st</sup> September of that year. Current charges will be provided in advance of any letting being agreed. A Charging Tariff will be established to ensure that access is affordable for particular individuals and groups.

#### 4. VAT

In general, the letting of rooms for non-sporting activities is exempt of VAT, whereas sports lettings are subject to VAT at the standard rate (although there are exemptions to this under certain circumstances).

Any claims for VAT exemption through the 'Series of 10 Lets' must be proven before the start of the hire period. In order to satisfy HMRC rules the following documentation is required to be held by the school:

- Copy of the club's constitution or governing document, showing it is not-for-profit
- Copy of all hire dates as part of the series. There must be a minimum gap of 24 hours and a maximum of 14 days between the start of each hire period

Failure to provide this information will lead to VAT being charged on each hire. The school reserves the right to charge VAT retrospectively for any lets should the exemption not be valid.

#### 5. Management and Administration of Lettings

The Headteacher is responsible for the management of lettings, in accordance with the Governing Body's policy. The Headteacher may delegate all or part of this responsibility to other members of staff (e.g. person with responsibility for extended services / community development), 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, s/he will consult with the Chair of the Governing Body or Chair of the Finance and Estates Committee which has been given delegated authority to determine the issue on behalf of the Governing Body.

#### 6. The Administrative Process

Organisations seeking to hire the school premises should approach the Business Manager or Estates Manager who will identify their requirements and clarify the facilities available. A **Request Form** (a copy of which is attached to this model policy) should be completed at this stage. The Governing Body has the right to refuse an application, and interested parties should be advised that 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 by (or on behalf of) the Governing Body, a letter of confirmation 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 letting should not take place until the signed agreement has been returned to the school. The person applying to hire

the premises will be invoiced for the cost of the letting as appropriate 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 budget bank account, 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 and reported to the Governing Body.

## **7. Public Liability and Accidental Damage Insurance**

The Hirer must prove to the Governing Body that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. The minimum limit for this insurance cover is *£5 million*. The Hirer must produce the appropriate schedule of insurance cover before the letting can be confirmed. Neither the school or the Local Authority will be responsible for any injury to persons or damage to property arising out of the activities undertaken and supervision thereof during the letting of the premises.

Schools will inform the hirer of any areas within the scope of the letting arrangements where asbestos has been identified, if there is a foreseeable risk of potential damage arising from the specific hire use of the building.

## **8. Child Protection**

Any organisation submitting a lettings request involving working with children and/or young people must submit to the school a signed copy of their current Child Protection Policy. The organisation must ensure that DBS checks have been completed for all adults working or supervising the group where it involves young people under the age of 18 or vulnerable adults. This information is obtained as part of the initial booking process.

## **9. Charging Schedule**

The standard charges for hiring facilities for 2017/18 are set as follows:

- Sports Barn - £31.00 per hour
- Gymnasium - £31.00 per hour
- Field only - £28.00 per hour
- Other hires, such as classrooms or assembly hall – price on application

Hire charges are set by the Governing Body's Finance and Estates Committee, and are subject to annual review in line with this policy.

**Terms and Conditions  
Hire of St Illtyd's Catholic High School Premises**

1. Premises will not be available for hours included in the school timetable, or for any purpose which shall interfere with the educational work of the school, or can be reasonably considered a cause of nuisance or annoyance to the neighbourhood.
2. Any application may be refused without reasons being given.
3. Meetings that interfere with the work of any Lifelong Learning classes/sessions may be terminated at once on grounds deemed to be satisfactory by the Headteacher, Director of Education or their representatives, whose decision is final.
4. The hirer shall undertake to pay St Illtyd's Catholic High School the cost of making good any damage or injury that the property of the School and Council may sustain during occupation. Any breakages must be reported to the Headteacher or Associate Assistant Headteacher.
5. Occupation shall not commence until the agreement form has been signed and a permit issued to the hirer.
6. Power of sub-letting shall not be granted to the user.
7. No meetings shall continue later than 10:00pm. Users must adhere strictly to the times given on the official permit and vacate the premises on or before that time.
8. No desk or fixed furniture that may be in the school shall be interfered with nor shall any furniture or apparatus be introduced to the premises without the sanction of the Headteacher. Furniture must be replaced by the hirer in the situation in which it was found. Standing on seats, furniture, and window sills etc. is not permitted. Fittings, fixtures or heating arrangements of the premises shall not be used or altered without the sanction of the Headteacher.
9. Premises must be left clean and tidy after use.
10. No intoxicating liquors shall be allowed on the school premises.

11. Smoking is not permitted anywhere on the school premises or grounds.
12. Rooms reserved for staff will not be available for hire. When a school or part of it is closed for the day in consequence of the prevalence of infectious diseases, industrial dispute, building work, damage to the premises, use as a polling station or any other cause, it may be closed with or without notice during the said period to all users.
13. Occupation of any room shall not exceed the permitted number of seating or standing places as approved by the Fire Certificate on the premises.
14. The charge made for the use of rooms or halls is inclusive of all payments to the Estates Officer.
15. It shall be the duty of the Estates Officer to see that no room is used without the authority of the Headteacher or his/her representative.
16. All meetings must be open to inspection by any person authorised by the Headteacher and the police in the case of public meetings.
17. Normally no private hire bookings, except for religious meetings shall be taken for hire on Sundays.
18. The hirer shall make provision for insurance cover including public liability of £5 million and shall pay all premiums due and may be required to produce the policy of insurance on the day of use.
19. Where the purpose of hire will include use of premises by children, the hirer will ensure that all persons over 16 present in connection with the hire, will have submitted a criminal records disclosure form to the Disclosure and Barring Service (DBS).
20. The conditions of use shall include other restrictions, conditions and other matters as may be required by the appropriate authorities including licensing of plays and music, food hygiene, fire regulation, music, dancing and the consumption or sale of intoxicating liquors.
21. School pianos may be available in connection with the letting but application must be made in advance to the School Business Manager and usage may incur an additional charge.
22. The Council and the School accepts no liability for vehicles parked on the school premises.
23. School kitchens are the property of Cardiff Council and use out of school hours is at the discretion of the Director of Education and Lifelong Learning. Applications must be made separately to the school, and usage may incur an additional fee set by the Catering DSU.
24. The hirer shall ensure that users of the premises (his/her party) are aware of the location of emergency exits and the location of fire fighting equipment prior to the commencement of the hire.
25. The Governing Body of St Illtyd's Catholic High School is responsible for setting charges and the hirer will be invoiced for each usage accordingly.
26. Users wishing to have heating provided outside of heating periods will be required to pay for the cost of heating.
27. Facilities designed or adapted for playing any sport or taking part in physical recreation will be subject to VAT at the standard rate unless:
  - a) the facility is hired for a purpose other than playing sport or taking part in physical recreation, or
  - b) the hire is for a continuous period of over 24 hours, or
  - c) the hire consists of a block booking for ten or more sessions and complies with rules set out by HM Revenue and Customs. Any breach of these conditions will result in a VAT invoice being raised to the hirer for any VAT chargeable for hires completed.

28. Where premises are required during holiday periods it is important to give as much notice as possible to allow the caretaker time to make suitable arrangements. You should note that the Council has agreed with Trade Unions that a minimum period of 10 days will be given to the Estates Officer if he/she is required to work overtime. It is important that this form is received in good time so that we can conform to the agreed notice.



ST. ILLTYD'S CATHOLIC HIGH SCHOOL  
Newport Road, Rumney, Cardiff CF3 1XQ

Tel: 029 2077 8174 Fax: 029 2036 1641

E-mail: [stilltydshigh@cardiff.gov.uk](mailto:stilltydshigh@cardiff.gov.uk)

Website: [www.stilltyds.org.uk](http://www.stilltyds.org.uk)

Headteacher: Mr D Thomas

**REQUEST TO HIRE SCHOOL FACILITIES**

Name of Organisation:	
Contact Name & Address	Post Code:
Contact Telephone Numbers:	Home Mobile
Type of Accommodation required (e.g. Hall, Classroom, Sports Barn)	
Purpose	
Approx numbers using accommodation	Under 18 year olds: Over 18 year olds:
Day(s) of week required	
Date(s) required	From: / / To: / / <input type="checkbox"/> Block booking
Period of hire (please tick)	<input type="checkbox"/> Single Hire <input type="checkbox"/> Autumn Term <input type="checkbox"/> Spring Term <input type="checkbox"/> Summer Term
Time required:	From: To:

**Form of Agreement and Indemnity**

- I agree to abide by and observe the several conditions imposed by Cardiff Council and St Illtyd's Catholic High School set out in this document. I undertake to pay the cost of making good any damage that may occur whether to buildings, fixtures, furniture, piano, apparatus, playground or otherwise and howsoever caused by reasons such as hiring. I also agree to indemnify Cardiff Council and St Illtyd's Catholic High School against all claims arising from accident or any other cause or causes in connection with the use of school premises under



this hiring, including any claim by a third party in respect of any loss to any premises during hiring in respect of any loss or damage, injury or accident whatsoever.

- This application does not constitute an approval of use until an official permit of authorisation is received by the hirer.
- All hirers are reminded of Regulation 18, that for their own protection they must obtain public liability insurance, insuring themselves against claims from other members of the public.
- Two days notice of cancellation must be given to the School Business Manager or Estates Officer at St Illtyd's Catholic High School, telephone 029 20778174, otherwise the hirer will be responsible for full payment. No cancellation, or any rearrangement of sessions will be allowed in respect of VAT exempt hirings of sports or physical recreation facilities, hired for that purpose, except in the event of the unforeseen unavailability of the facility.
- Any invoices must be settled on demand and non-payment within one month of the date of issue may result in future agreements becoming void and the hire terminated. Invoices for termly bookings will be issued on a monthly basis.
- **This form should be completed and returned to Gareth Dyer, School Business Manager, St Illtyd's Catholic High School, Newport Road, Rumney, Cardiff CF3 1XQ at**

Does the organisation have public liability insurance cover?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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**least fourteen days before the first date of hiring.**

Name of insurance company:	
Policy number:	

Have you ensured that all persons connected to the hire over 16 have submitted a criminal records disclosure form to the Disclosure and Barring Service? (only where the purpose of hire will include use of premises by children)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Name & Disclosure Numbers:	

Signature of applicant:	
Name of applicant:	
Date of application:	

#### **Regulations for hiring Cardiff Council school premises:**

1. Premises will not be available for hours included in the school timetable, or for any purpose which shall interfere with the educational work of the school, or can be reasonably considered a cause of nuisance or annoyance to the neighbourhood.
2. Any application may be refused without reasons being given.
3. Meetings that interfere with the work of any Lifelong Learning classes/sessions may be terminated at once on grounds deemed to be satisfactory by the Headteacher, Chief Officer for Schools and Lifelong Learning or their representatives, whose decision is final.
4. The hirer shall undertake to pay St Illtyd's Catholic High School the cost of making good any damage or injury that the property of the School and Council may sustain during occupation. Any breakages must be reported to the Headteacher or School Business Manager.
5. Occupation shall not commence until the agreement form has been signed and a permit issued to the hirer.
6. Power of sub-letting shall not be granted to the user.
7. No meetings shall continue later than 10:00pm. Users must adhere strictly to the times given on the official permit and vacate the premises on or before that time.
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9. Premises must be left clean and tidy after use.
10. No intoxicating liquors shall be allowed on the school premises.
11. Smoking is not permitted anywhere on the school premises or grounds.
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16. All meetings must be open to inspection by any person authorised by the Headteacher and the police in the case of public meetings.
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