


## Brynteg School

# Lettings Policy & Hire Agreement

Date: 2021/2022

Review Date: Autumn Term Annually (or when a legal change / update is required)

Signed	Date
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<b>Chair of Governors Signature:</b>	 <b>Linda Lewis</b>	<b>29.09.2021</b>
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<b>Head teacher Signature:</b>	 <b>Ryan Davies</b>	<b>29.09.2021</b>
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## **Brynteg School Lettings Policy & Hire Agreement**

### **1. Adoption**

The governing body at their meeting on 29<sup>th</sup> September 2021 adopted the lettings policy and the scale of charges set out below.

### **2. Introduction**

The governing body regards the schools' buildings and grounds (which are owned by Bridgend County Council) as a community asset and will make every reasonable effort to enable them to be used as much as possible.

### **3. Policy Objectives**

The governing body adopts and endorses the following policy objectives:

- Lettings are undertaken to foster and grow strong links with the local community.
- Lettings should facilitate and encourage community participation in sports.
- Priority to be given to children of school age (up to 18 years of age).
- As a minimum all activities should be cost neutral and not unnecessarily increase the workload of the Premises Team.
- Lettings should not cause damage to outdoor playing surfaces due to overuse.
- Consideration to be shown of Environmental issues including not using Single use plastics

### **4. 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". Activities which fall within the corporate life of the school, such as PTA meetings and events and extra-curricular activities for pupils organized by the school are not considered lettings.

### **5. Priority for lettings**

The governing body is mindful of the needs in the local area and the following lettings are especially encouraged:

- Sporting activities for children of school age.

The school is part of the Welsh Network of Healthy Schools Scheme and encourage activities, which support the ethos of the scheme. Therefore activities or events which include the sale of sweets and high sugar drinks are not encouraged.

## 6. Designated status

**Designated User:** The governing body has decided that for the purpose of charging there will be the following categories of designated user. This is a concessionary rate for:

- Sporting activities exclusively for children/teenagers of school age (18 years of age and younger).

**Private User:** The governing body has decided that for the purpose of charging there will be the following categories of private user. This is the full adult rate for:

- Activities undertaken by sports clubs or groups where the users are over 18 years of age.
- Social events (irrespective of age of users).

**Commercial User:** The governing body has decided that for the purpose of charging there will be the following categories of designated user. This hourly rate is charged for:

- Activities organised by profit making individuals or organisations (kids clubs).
- Activities organised as ticketed events (Zumba-thon).

## 7. Charges and Payment

### Scale of charges

The governing body is responsible for setting charges for the letting of school premises and will ensure that the school budget does not subsidise non-school activities and that all costs are recoverable. In arriving at their scales of charges the governing body has followed the following principles:

- There will be parity of treatment for similar users.
- The overall cost of letting school facilities will be recovered from users.
- There will be additional charges for weekend events and events that increase workload or hours of work of the Premises Team.

For the purpose of charging, the Operations Manager is empowered to determine to which group any particular individual or organization belongs. The scale of charges is attached at Appendix 1 to this policy and will be reviewed annually by the governing body for implementation from the beginning of the next financial year.

### Discounts

The head teacher Mr R Davies may offer discounts or agree a subsidy for any lettings, as he deems appropriate.

## **VAT**

The school is constrained by law to apply value added tax to all transactions where this is appropriate. The letting of facilities for sporting and non-sporting activities are exempt of VAT. However, VAT is charged at the standard rate for the hire of equipment. The school will record the VAT element of any equipment hire income.

## **Minimum charges**

The minimum hire period will be 1 hour (except when hiring the school halls where the chairs need to be removed where the minimum hire is 2 hours).

## **Deposits**

The school reserves the right to require a deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition incurring additional cost for cleaning, caretaking or other expenses.

## **Payment methods**

Payment for individual bookings will be required in full prior to commencement of the activity. Payment by cash, cheque or bank transfer to "Barclays Sort code 20:12:58, account number: 13415198 and quote reference 47828462.

Recurring bookings will normally be invoiced termly. Payment by cash, cheque or bank transfer to "Barclays Sort code 20:12:58, account number: 13415198 and quote reference 47828462. A receipt will be issued for all payments received.

## **8. Cancellations**

The school will seek to recover any cost incurred by the school which is unavoidable and results directly from the cancellation of a letting. Details of the cancellation charges are shown in the scale of charges in Appendix 1.

## **9. Letting times and available facilities**

The following times and facilities are agreed as follows:

### **Timings/Weekends/Holidays**

- Monday to Friday evenings 5pm - 8.30pm.
- Weekends (one off events only) 9am – 4pm.
- During school holidays and half term, the school is officially closed but regular lettings may be permitted dependant on availability of staff. Confirmation of school holidays opening times will be emailed to users 28 days in advance of holiday.

### **Facilities**

- Brynteg Languages (Lower) school: Sports hall, boy's gym, girl's gym, Languages Hall, sports pitch and classrooms
- Brynteg Humanities (Upper) school: Humanities hall, sports pitch and classrooms

The hire of sports pitches does not include the use of post protectors, flags or changing rooms.

Variations to these facilities and times will be subject to the approval of Operations Manager.

## **10. Management and administration of lettings**

The governing body has delegated day-to-day responsibility for lettings to Operations Manager. Where appropriate, the Operations Manager may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

An annual report on lettings will be made to the governing body and will include information on users, finances, incidents and accidents, enquiries and any lettings refused.

## **11. Considering applications for lettings**

Organisations seeking to hire the school premises should approach the Operations Manager. Details of charges and conditions of hire should be given.

A request form (attached as Appendix 2) should be completed at this stage and a record of all enquiries should be kept. The Operations Manager will decide on the application with consideration to:

- Interference of school activities;
- The priority for lettings agreed by the governing body;
- The availability of the facilities and staff;
- The schools' equal opportunities, health and safety and child protection policies;
- The health and safety considerations such as numbers of users, type of activity, qualifications of instructors etc.
- Hirer meeting insurance requirements.

If the Operations Manager has any concern about whether a particular request for a letting is appropriate or not, he will consult with the Head Teacher.

## **12. Issuing a lettings contract/Conditions of hire**

Once a letting has been approved, a letter of confirmation will be sent to the hirer enclosing a copy of the Conditions of Hire. The school must be in receipt of a copy of the Conditions of Hire signed by the hirer before a letting takes place.

The governors have adopted the Conditions of Hire which are attached at Appendix 3. All formal hiring of the schools' premises, including those for which no charge is made, shall be properly documented. All hirers must complete a hire agreement and will receive a copy. The hire agreement is a contract which the governors may legally enforce. No member of staff is allowed to vary the Conditions of Hire nor to deviate from the published charging policy without the prior consent of the governors.

### **13. Security**

The head teacher has delegated authority to determine the security risk for each letting and will be responsible for allocating a continuous security presence or other control measure. The schools' child protection policy and procedures must be consulted and followed when dealing with external organisations that work with children or young people.

### **14. Complaints procedure**

A complaint about the school from someone letting the school premises should be dealt with by following the schools' complaints procedure. Complaints by a third party about a letting should be forwarded to Hirer. If the Hirer does not have their own complaints procedure, the school will investigate the complaint using its own procedure.

### **15. Review of Policy**

The governors will review the policy each year in the Autumn Term.

### **16. Insurance**

The school is covered by BCBC Public Liability Insurance which would cover any negligence attributed to the school.

All Hirers are obliged to have Public Liability Insurance which would provide cover for negligence on the part of the hirer.

For one-off events such as a Summer Fete the school should inform BCBC Insurance staff who in turn would discuss the event with their insurers and provide additional cover (possibly with an additional premium).

Any external contractors who provide services such as Bouncy Castle or inflatable slide are required to have their own Public liability insurance, and carry out relevant Risk Assessments.

## Appendix 2

### Brynteg School - Booking Form for School Lettings

(Please use BLOCK CAPITALS)

Name of Hirer (person, body, association, limited company)	
Address of Hirer	
Contact Number(s)	
Email Address	

Purpose of Hire						
Attendees	Total No.		No. Adults		No. Children	
Single Booking	Data of Booking		Start Time		End Time	
Block Bookings	Frequency/Days					
	Start Date				Start Time	
	End Date				End Time	

*Booking times must allow sufficient time for preparation and clearing away before and after the event. Users must depart venue by their session end time.*

Facility Required	<input type="checkbox"/> Sports Hall	<input type="checkbox"/> Boys Gym
<input type="checkbox"/> Girls gym	<input type="checkbox"/> Languages Hall	<input type="checkbox"/> Humanities Hall
<input type="checkbox"/> Classroom	<input type="checkbox"/> Other (specify)	
Equipment Required	N/A	

Other arrangements	
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*The School does not provide any warranty that the Premises, facilities and equipment provided are suitable for the intended purpose of the hire. The Hirer is required to satisfy themselves that their requirements are met and the facilities are fit for purpose*

Will refreshments be served?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Will alcohol be consumed?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

I have read and accept the terms and conditions of Hire and I confirm that I am over the age of 18.

Signed (Hirer): \_\_\_\_\_

Full name: \_\_\_\_\_

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

*You will be sent confirmation of whether this application has been accepted or rejected by post or email. No letting will be regarded as booked until the deposit and booking fee is received in full and the Hire Agreement has been signed by the Hirer and the School. Proof of Public liability insurance, relevant risk assessments and DBS may also be required.*

**Please return the form to:**

Operations Manager

(School use only)

This application for letting is: ACCEPTED/REJECTED

Signed:

Position:

Date:

Evidence of own insurance cover supplied and approved	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does the letting involve working with children/young people	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>If yes</b> , has the School followed their safeguarding procedures	<input type="checkbox"/> Yes	<input type="checkbox"/> No



## Appendix 3

### Brynteg School - Conditions of Hire / Particulars of Hire

The Governing Body of Brynteg Comprehensive School, Ewenny Road, Bridgend, CF31 3LE (the "School") permits the hiring of facilities within the School ("the Premises" as set out below) on the Conditions of Hire and Booking Form attached and the following particulars apply:

Name of Hirer and group	
Address of Hirer	
Name(s) and mobile phone number of Responsible Person(s) attending event(s)	
Premises to be hired	
Hire Period	From [date and time] To [date and time]
Hire Fee	
Deposit	
Permitted Use	
Equipment provided	
School Emergency Contact	
Any other information or arrangements	

**Signed on behalf of the School:** .....

The Hirer confirms that they have read and understood these Conditions of Hire and agrees to be bound by such terms and conditions from the commencement of this agreement.

**Print Name:** .....

**Signed on behalf of the Hirer:**..... **Date:** .....

# Terms and Conditions

## 1. Interpretation

- a. Health and Safety Legislation:
- b. School: means the Governing Body of the School, its employees and agents.

## 2. Use and Access

- a. The School permits the Hirer to access and use the Premises on the times specified for the Permitted Use.
- b. The Hirer is to sign the booking sheet on each visit to the school and must vacate the site and carparks promptly after their session is complete.
- c. Access may be refused if the School do not warrant that the Premises are fit or suitable for the purpose of the hire.
- d. The Hirer is responsible for ensuring these terms and conditions of use are observed and for the effective supervision of the arrangements and activities in the Premises during the Hire Period and for the prevention of disorderly behaviour.
- e. The Hirer will be responsible for obtaining and paying for any Public Entertainment Licence required.
- f. The School retains the right to access the Premises at all times during the Hire Period and the Hirer must comply with any reasonable instructions given by School staff.
- g. The Premises remain in the Schools' legal possession notwithstanding the Hirer's occupation during the Hire Period and such occupation shall not be deemed to constitute or create any lease or tenancy.

## 3. Restrictions on Use

- a. The Hirer shall not use the Premises for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the School or any other occupiers within the Building or any owner or occupier of neighbouring property.
- b. School kitchens may only be used with the express consent of the School and may incur an additional fee to cover the attendance of a representative of any contractor and/or additional cleaning.
- c. The Hirer shall not make any alterations or addition to the Premises, shall not affix any items to the Premises and no interference is to be made with School property/equipment or other parts of the building which do not form part of this hire agreement.
- d. The Hirer shall not store any of their equipment on the Premises.
- e. Alcohol is not allowed to be sold on the Premises unless prior permission is given by the School and a licence obtained by the Hirer.
- f. Illegal drugs are not to be brought onto or consumed on the Premises.
- g. No items of a flammable, dangerous or noxious character may be brought onto the Premises, including fireworks, confetti or gas.
- h. Smoking is not allowed on the Premises or any building at any time.
- i. No betting, gaming or gambling is allowed on the Premises without the written permission of the School and the relevant licence from the licensing authority.
- j. Dogs, other than guide dogs for the blind or other assistance dogs, shall not be allowed on the Premises.

#### **4. Hire Fee and Deposit**

- a. The Hire Fee is due and payable [                    ] days prior to the Hire Period.
- b. The School reserves the right to require a deposit over and above the Hire Fee as a surety against damage to the Premises (including any Equipment) or the Premises being left in an unacceptable condition requiring additional cleaning, caretaking or other expenses.

#### **5. Condition and Damage**

- a. The Hirer will keep the Premises in a clean and tidy condition when in occupation. The Premises must be left in the same condition as before the Hire Period (all equipment such as goal posts or mats must be returned to their original location).
- b. Any damage, destruction or theft that occurs during the Hire Period in or to the Premises, to the building, equipment or School property will be the responsibility of the Hirer and the Hirer shall pay to the School the cost of making good any such damage.

#### **6. Insurance**

- a. The Hirer must hold public liability insurance in respect of their occupation of the Premises for a minimum of £5 million and will provide a copy to the School.

#### **7. Indemnity**

- a. The Hirer shall keep the School indemnified against all expenses, costs, claims, damage and loss (including any diminution in the value or loss of amenity of the Premises) arising out of the use of the Premises by the Hirer or from any breach of any of the Condition of Hire by the Hirer, or any act or omission of the Hirer, or any other person on the Premises with the actual or implied authority of the Hirer.

#### **8. Loss**

- a. The School does not accept liability for any loss, theft or damage to property brought onto the Premises by or on behalf of the Hirer or damages to vehicles parked in any car park provided or injury to any person however caused.
- b. The School shall not be liable for any loss or damage suffered by the Hirer as a direct or indirect result of the performance of this hire agreement being prevented, hindered or delayed by reason of any act of god, riot, strike or lockout, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, difficulty in obtaining workmen's materials or transport, electrical, power failures or other circumstances whatsoever outside its control and which affect the provision by the School of access to or use of the Premises.

#### **9. Assignment**

- a. This hire agreement is personal to the Hirer and the Hirer shall not assign or underlet or part with or share possession or occupation of the Premises.

## 10. Health and Safety

- a. The Hirer must comply with all laws relating to the Premises and the occupation and use of the Premises by the Hirer, including but not limited to Health and Safety legislation.
- b. The Hirer should, as far as possible, have an accurate list of those present.
- c. Any portable equipment to be used must have a current PAT test certificate.
- d. The Hirer must ensure they are aware of the fire exits and the fire and emergency evacuation procedures. The Hirer is only to use Fire exits during emergencies or Fire drills.
- e. The Hirer is required to take any precautions necessary to ensure the safety of those attending during the Hire Period, including ensuring the means of escape from fire are not blocked or impeded.
- f. The Hirer will immediately inform the School of any emergency, accident or serious incident that occurs during the Hire Period by telephoning the School Emergency Contact. The Hirer will be responsible for reporting any accident to the Health and Safety Executive.

## 11. Safeguarding and Child Protection

- a. Hirers are to provide the name and contact details of a Responsible Person who will be in attendance at each activity. This person is responsible for maintaining a list of users of site, liaising with the Premises Team and managing and accounting for their members during any emergency or evacuation. They are also responsible for managing and reporting any accidents or H&S near misses.
- b. Hirers providing services to children must have policies and procedures in place to ensure children's safety and any Risk Assessments and DBS certificates required by the Hirer must be supplied to the School upon request.
- c. At an event where the number of children is likely to exceed 100, the Hirer must ensure that a sufficient number of adults are stationed to prevent more children being admitted, to control the movement of the children and to take all reasonable precautions for the safety of the children as required by the Children's and Young Person's Act 1933.

## 12. Cancellation

The Hirer may cancel the booking at any time by contacting the Operations Manager.

- For regular users if a booking is cancelled 24 hours before the activity there will be no cancellation fee. Where the notice given is less than 24 hours' notice 50% of the full Hire Fee will be charged.
  - For one off events if a booking is cancelled within 7 days' notice of the activity there will be no cancellation fee. Where the notice given is less than 7 days' notice the school will seek to recover any expenditures resulting from the cancellation.
- a. This agreement will be cancelled immediately should the Hirer breach these Conditions of Hire at any time and no Hire Fee (or part thereof) shall be refundable.
  - b. The School reserves the right to cancel the booking at any time without notice and without assigning any reason, but will endeavour to give as much notice as possible. In such circumstances, the School will refund the Hire Fee (and any deposit), but will not be

responsible for any loss or expenditure whatsoever in relation to the letting which the Hirer may have incurred or be liable to pay.

### 13. Advertising

- a. The School must approve all advertising both online and posters concerning the use of the Premises. The Hirer is responsible for producing arrival instructions for its users.

### 14. Temporary Covid Conditions.

The following Covid related points outline the conditions within which hirings will be conducted using Brynteg Comprehensive School sporting facilities. These conditions should be incorporated into the individual clubs Covid risk assessments. All clubs must agree and sign these amended Terms and Conditions and to conduct their activities in accordance with them.

- a. In principle, contact between school staff and clubs will be kept to an absolute minimum and clubs will conduct activities at their own risk with the school essentially providing only the playing area and toilet facilities.
- b. All club leads are to produce a written Covid risk assessment outlining the Covid specific precautions the club will adopt to protect their members. This risk assessment must be specific to their club's activity and venue. A copy of the risk assessment must be made available to the school and its compliance will be monitored.
- c. Face masks are worn at the club's discretion.
- d. Club members should assemble in the Heol Gam carpark and a list of names and contact numbers must be produced and retained for any potential track and trace follow up.
- e. Prior to all activities club leads are to satisfy themselves that all club members are free from the main Covid symptoms available at [Main symptoms of coronavirus \(COVID-19\) - NHS \(www.nhs.uk\)](http://www.nhs.uk):
  - o **a high temperature** – this means you feel hot to touch on your chest or back (you do not need to measure your temperature)
  - o **a new, continuous cough** – this means coughing a lot for more than an hour, or 3 or more coughing episodes in 24 hours (if you usually have a cough, it may be worse than usual)
  - o **a loss or change to your sense of smell or taste** – this means you've noticed you cannot smell or taste anything, or things smell or taste different to normal.
  - o Anyone found to have Covid symptoms should not be allowed to participate in activities and should vacate the site immediately.
- f. The club lead must sign in with on-site staff before entering the gym, participants must not enter the gyms until the previous club has fully vacated. Should a club fail to depart on time their future bookings will be cancelled.
- g. Access to the boys gym must be via the boys changing rooms and access to the girls gym must be through the girls changing rooms.
- h. To facilitate ventilation fire doors may be left open.
- i. The setting up and putting away of goalposts, netball baskets, mats etc is the responsibility of individual clubs.
- j. No club equipment may be stored on site.
- k. Contractor cleaning of the Lower school sporting facilities occurs during the mornings prior to school opening therefore clubs must be aware that there will **NOT** be any cleaning of our facilities prior to or between evening hire sessions. Any cleaning requirement identified in the club's risk assessment is therefore the responsibility of the club to mitigate.
- l. Any used PPE items must be double bagged and deposited in the red wheelie bins located in the Heol Gam carpark.

- m. Changing rooms will not be made available for changing therefore participants should arrive dressed for their activity and leave their personal possessions in their cars.
- n. Showers are not to be used.
- o. Toilets and hand washing facilities will be available.
- p. Session timings have been set to ensure different clubs do not come into contact with each other. We accept that this eats into activity time, but this is unavoidable.
  - o Session 1, commence at 5pm clear of gym by 5.50pm.
  - o Session 2, commence at 6pm clear by 6.50pm.
  - o Session 3, commence at 7pm clear by 7.50pm.
  - o Session 4, commence at 8pm clear by 8.50pm.
- q. The above conditions are non-negotiable.