

Hire of School Premises (Lettings) Policy



King Henry VIII 3-19 School Ysgol 3-19 Brenin Harri'r VIII

We believe in the limitless capacity for everyone to achieve great things.

Effective from: September 2024

Approved by Governors: July 2024

Reviewed by Governors: May 2025

Next Review Due: May 2026

1. INTRODUCTION

The Governing Body recognises the role of the school within the community and welcomes the use of the School's premises for a variety of community and leisure purposes.

The Education Act 2002 (the 'Act') (sections 27 and 28) gave governing bodies powers to allow school premises to be used for community activities, both during and outside of normal school hours as long as it does not "interfere with the performance of any duty imposed on them" in any other of the Education Acts. That is, the hiring of the school facilities must not affect the School's ability to provide our pupils with a first class education.

Section 27: Power of governing bodies to provide community facilities

- 1) The governing body of a maintained school shall have power to provide any facilities or services whose provision furthers any charitable purpose for the benefit of:
 - (a) pupils at the school or their families, or
 - (b) people who live or work in the locality in which the school is situated.
- (2) The power under subsection (1) includes, in particular, power for a governing body to:
 - (a) incur expenditure,
 - (b) enter into arrangements or agreements with any person,
 - (c) co-operate with, or facilitate or co-ordinate the activities of, any person, and
 - (d) provide staff, goods, services and accommodation to any person.

2. CHARGING PRINCIPLES

2.1 Covering Costs

This policy outlines the charging structure which is based on the actual costs (less any subsidy from alternative funding if relevant) of operating the school premises during the period of the hire.

When letting any part of the school premises Governors will ensure the delegated budget does not subsidise the community activity in any way (such as paying for additional heating, lighting, staff hours and so on). The Local Authority has the power to suspend a school's delegated budget if it considers the financial management of the community use to be unsatisfactory.

2.2 Profit

The Governing Body will charge an element of 'profit' for each letting. This profit will be used to subsidise the School's delegated budget. The element of profit is reviewed annually and for the academic year 2024-2025 this has been agreed at 20%.

2.3 Exceptions to lettings charges

Use of the school premises by the school or on behalf of the school (such as, PTFA events, Governors meetings and extra-curricular activities) are not subject to the charging elements of this policy. Costs arising from these are legitimate against the School's delegated budget.

2.4 Calculating the costs

Costs are determined by employing a Lettings Calculator which uses actual operational building costs per m² / per hour. The Lettings Calculator uses floor spaces given in the School's annual capacity assessment. The element of profit is added to the operational cost figure calculated and (where necessary) the VAT will be added.

Should the hirer go over the booked time period, or in a state requiring staff time to rectify, they will be charged the hourly rate based on the charge (as above) plus the full cost to school of the member of site team on duty to cover the letting for the time period required.

2.4 Review of Charges

The actual operating costs used in the calculation of lettings will be reviewed annually, for the beginning of the new academic year. The figures used will be based on operating costs from the previous financial year (as shown in the School's financial outturn statement).

2.5 Charging VAT

If the primary purpose of the letting is use of the school site rather than equipment, facilities or services, then it is exempt from VAT. If the use of the facilities (such as kitchens, changing rooms and toilets), equipment (such as flood lights) or services (briefing from a member of staff) is incidental or additional, then the let will remain exempt from VAT.

If the main purpose of the let is the use of the equipment (such as letting the ICT suite for a computer course), then the School will charge VAT on the whole value.

Lettings for sporting purposes (which includes all types of physical recreation) will incur VAT charges. A let of sporting facilities for non-sporting purposes is exempt from VAT. Similarly, the let of sporting facilities for a sport, which those facilities were not designed, is exempt. If the let is for more than 24

exclusive and consecutive hours then no VAT will be charged. If the sports let however, is part of a long series and meets the conditions below then no VAT will be charged:

- The series must be the same sport for 10 or more sessions (no restriction on length of the sessions).
- The interval between each session must not be less than one day or no more than two weeks.
- The lettings agreement must be in place and the booking paid in advance (even if the facility is not used).
- The let must be to a school, club or association and be exclusive

3. MANAGEMENT OF LETTINGS AND LICENCES

3.1 Delegation

Governing Body will delegate the management of the lettings policy to the School Business Manager who will report to the Resources Committee. The School Business Manager will manage the lettings in line with this policy.

Should there be any concerns about lettings and hire requests, the School Business Manager will consult with the Headteacher and the Chair of the Resources Committee who are empowered to determine the issue on behalf of the Governing Body.

3.2 Bookings and Lettings Agreements

A lettings agreement will be used when an organisation uses the school site for either a one-off event or for a set number of hours on the same day each week or month.

Bookings will be made using the specified form and a lettings agreement will be sent within two weeks of agreeing the costs and details. This should (where possible) be four weeks in advance of the booking to enable the site team rotas to be finalised.

The school reserves the right to cancel a booking should the site be required for school activities, with a full refund. The school will give as much notice as possible, no less than two weeks.

3.3 Licences

This type of agreement will be used where the hirer is to have almost exclusive use of a room or other part of the school site for long and sustained periods, with the minimum being one school term and the maximum, three academic years. The Governing Body will review and renew (if required) licences at the end of the maximum period if all parties agree. However, the periods or duration of occupation under the licence must not be more than fifty weeks in any one calendar year.

Licences will only be offered to organisations whereby it benefits the school and supports the School's ethos and community focus. The school will recharge the organisation without making a profit using the lettings calculator (based on actual costs of operating the building and floor area occupied).

3.4 The Administrative Process

Organisations seeking to hire the school premises should complete the form available on the school website and email it to: kinghenryviii3-19finance@monmouthshireschools.wales where it will be passed to the School Business Manager.

The School Business Manager will check the school calendar and site team rotas to ensure that the letting is possible, calculate the fee based on the information given (and in accordance with this policy) and communicate with the potential hirer.

If this is agreeable, the hirer will be sent the Lettings Booking Confirmation and Agreement to sign and return with any necessary documentation.

The School Business Manager will check the final details and if the booking meets the necessary requirements, an invoice will be raised. Invoices will be generated by the Resources Team in accordance with audit recommendations. Non-Payment of monies due will be recovered in line with the School's debt recovery policy.

The School has the right to refuse an application and no letting should be regarded as 'booked' until approval has been given in writing. No public announcement of any function taking place should be made by the organisation concerned until the booking has been formally confirmed.



LETTINGS BOOKING FORM

Completed Forms should be returned to the: School Business Manager:

King Henry VIII 3-19 School, Old Hereford Road, Abergavenny NP7 6EP

01873 735373

kinghenryviii319finance@monmouthshireschools.wales

All lettings are subject to the School's Hire of School Premises Policy.

Before a contract is agreed, additional documents will be required, and depending on the type of let these will be (but are not limited to):

A DBS check certificates

A valid Public Liability Insurance certificate

A valid first aid certificate

A copy of the hirers health and safety policy

A copy of the hirers safeguarding policy

Please ensure that the answers given in this booking form are accurate and in no way misleading. Inaccuracy of information may result in the booking being cancelled.

Any personal information you give to us will be processed in accordance with UK GDPR and the Data Protection Act 2018. We will use the information to process your booking and to provide any relevant further information relevant to your application.

It will not be shared with any third parties

Statistics may also be anonymously used to support the School's activities for future lettings arrangements.

The School is also subject to the requirements of the Freedom of Information Act 2000 and as such anonymous information with regards to lettings or potential lettings may be sought and disclosed under that legislation

Section A: General Details

Details of Organisation / Individual

Name	
Address	
Postcode	
Telephone	
Email Address	

Aims of the Organisation / Individual

Charity		Charity Number	
Business/ Commercial		Company Number	
CiC		Company Number	
Other		Please Specify	

Name of the Organiser (who will be in attendance)

Name	
Position	
Telephone Number	

Details of the activity or event

Give as much information as possible including name and purpose

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Please provide an estimated breakdown of numbers attending

Adults		16-18 years		Under 16	
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Section B: Requirements

Location	
	Primary Site
	Secondary Site
	No Preference

Rooms Required			
	Hall (please give indicative layout below)	No Tables:	No Chairs:
	Meeting Room	No Tables:	No Chairs:
	Classroom	Number:	No Tables: No Chairs:

Indicative layout of tables and chairs	
Please note: The layout of classrooms and meeting rooms cannot be altered	

Equipment Requirements			
	Toilet Access		Playing Field
	Car Parking		Playground
	Tea Making Facilities		Wifi

Day and Time Requirements			
Preparation and packing-up time must be included			
Days	Dates (from / to)	Times (from / to)	No. Weeks
Monday (s)			
Tuesday (s)			
Wednesday (s)			
Thursday (s)			
Friday (s)			
Saturday (s)			
Sunday (s)			
Please specify if requesting an ongoing / reoccurring booking and the duration			

Section C: Event Specifics

Will the event be open to members of the public?	Yes	No
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Will there be a charge for people attending?	Yes	No
If yes, provide details of the charge: amount, purpose and use of proceeds		

Will refreshments be made available (please see lettings policy)	Yes	No
Will catering be made available (please see lettings policy)	Yes	No

Will any electrical equipment be required?	Yes	No
If yes, please clarify and give additional details below:		
Organisation/individual to provide their own (accompanied by PAT certificate)	Yes	No
Organisation/individual requires School Equipment	Yes	No
Additional Details		

Will gambling occur on the premises?	Yes	No
If yes, please give details below:		
Will copywrite materials be used?	Yes	No
If yes, please give details below:		

Signed: _____

Position: _____

Date: _____



LETTINGS BOOKING CONFIRMATION AND AGREEMENT

Name of Hirer: _____

Date of Event/Activity: _____

I confirm that School have authorised the use of the school premises and equipment as specified in the copy of the attached booking form. Any variations in this may not be able to be accommodated at short notice.

Where this agreement relates to multiple bookings the Governors reserve the right to cancel any individual booking upon two weeks notice or immediately in the case of an emergency.

The Governors reserve the right to cancel this Lettings Agreement at any time without giving any reason and will refund any overpayment of the booking fee.

Signed: _____ Date: _____
Position: School Business Manager
Signed on behalf of the School Governors

DETAILS

Rooms Agreed:

Cost £
VAT @ 20% £
Total Cost Due £

STANDARD CONDITIONS

The occupation of the accommodation is permitted only under the following conditions and the use of the accommodation by the Hirer is deemed to be an acceptance of these conditions.

1. The Hirer is responsible for obtaining all and every type of licence relating to the purpose of the booking and attach to this document on its return to the School. Failure to do so will result in the cancellation of the booking and [if payment has been made] no refund will be offered. Please note that the school does not allow the sale or consumption of alcohol on the premises.

2. The School has public liability insurance which covers the legal responsibilities in respect of death, injury or illness to third parties. In this eventuality, there is no automatic payment and anyone who can prove that the School was negligent can contact Monmouthshire County Council to make a claim. The School's policy is designed to protect the legal liabilities of the School and will not indemnify other individuals or organisation who must hold their own insurance to protect themselves. The Public Liability Insurance Document must be attached to this document on its return to the School.
3. It is compulsory under the Employers Liability (Compulsory Insurance) Act 1969 for most organisations with employees to hold Employers Liability Insurance. Any organisation not exempt (proof required) must hold its own insurance and a copy attached to this document on its return to School.
4. Buildings and contents which belong to, or are the legal responsibility of, the School are insured through the Monmouthshire County Council insurance policy and is subject to the terms and conditions of the policy. The School insurance does not cover property belonging to third parties.
5. This Hire Agreement is personal to the Hirer and shall not be assigned or sub-let and the Hirer must be in attendance throughout the period of each individual hire.
6. The Hirer must ensure that those using the accommodation under this Hire Agreement are restricted to the accommodation, toilet facilities and linking corridors and entrances and that they do not enter any other part of the school.
7. The Hirer must ensure that nothing is done which is likely to disfigure the walls or buildings and all rubbish and personnel possessions are removal at the end of each individual hire and that the accommodation is left in a clean and tidy condition.
8. Where this Hire Agreement relates to a multiple booking the Hirer can cancel this Hire Agreement upon two weeks notice and shall be entitled to a refund any overpayment of the booking fee. In the event the Hirer shall cancel an individual booking no refund will be made.
9. The Governors reserve the right for themselves, their staff and all those permitted by the Governors to enter the accommodation at any time during a period of hire by the Hirer.
10. The Governors reserve the right to request a deposit which can be retained in the event of
 - i) any damage being sustained to the School premises
 - ii) the accommodation requiring additional cleaning
 - iii) any claim by a third party for damages sustained during or in consequence of the hire of the premises. Should the deposit be insufficient to cover the cost of the damage the School will seek to recover costs in line with its Debt Recovery Policy
11. If the Hirer goes over the booking time, or does not leave the premises in a good condition, the school will make an additional charge based on the originally charge plus the cost to school of the member of site team on duty for any extra hours required.
12. The Hirer accepts responsibility for the safety of the accommodation and equipment and the safety and orderly behaviour of those using the accommodation under this Hire Agreement. In particular the Hirer shall not allow anyone using the accommodation under this agreement to:
 - i) bring on to the School premises anything of a dangerous, inflammable or of an offensive nature

- ii) do anything which could cause a nuisance or cause offence to either other users of the School or the occupiers of neighbouring properties
 - iii) smoke/vape anywhere within the School site
 - iv) consume food and drink anywhere on the School site other than the area of hire
 - v) interfere with the normal activities of the school should a period or periods of hire fall within normal school hours
10. The hirer is responsible for the creation and erection of any temporary directional signage required to ensure smooth pedestrian and vehicular movement during any event. It is also the responsibility of the hirer to communicate parking arrangements and directions to those attending and have personnel (if necessary) to direct pedestrians and vehicles for safety.
11. The use of school meals equipment and facilities, including access to facilities for boiling kettles and washing up, will not be approved without separate permission in writing from the incumbent caterer. It may be a condition of use, when approved, that a member of the canteen staff will be present throughout the letting and the hirer will be required to pay (directly to the Caterer) the cost of the person involved and to make other appropriate payment in respect of the equipment and services. Any hirer offering refreshments would need to bring their own crockery, food and beverages.
12. Any equipment provided by the hirer must be PAT certified and proof of certification will be required by the School prior to the letting or the letting will be cancelled and no refund given.
13. The hirer must not exceed the occupancy limits for each area hired, otherwise the activity may be cancelled during the event.
14. The hirer must familiarise themselves with the evacuation routes and muster points in the event of a fire. They should ensure all attendees understand the fire evacuation process.
15. The hirer must have a Health and Safety Policy and Risk Assessments in place prior to an event. Insufficient health and safety practices will result in the booking being cancelled and no refund given. Copies must be attached to this document on its return to school.
16. The Hirer shall comply with all requests made to them by or on behalf of the Governors or Head Teacher.

I am authorised on behalf of the hiring organisation to agree to the terms as set out by King Henry VIII 3-19 School in respect of this letting agreement.

I have attached the following items:

- Public liability insurance
- Safeguarding
- Health and safety / risk assessments (including lockdown arrangements)
- Employers liability insurance
- Licences
- PAT Certificate

Signed: _____

Print: _____

Dated: _____

On behalf of: _____ (organisation name)