

Ysgol Gynradd
Brynffordd
Brynffordd
Treffynnon
Sir y Fflint
CH8 8AD
01352 713184



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*'Every child, every chance, every day'
'Pob plentyn, pob cyfle, pob dydd'*

Lettings Policy

Policy Number	Date Reviewed	Date Adopted	Date of Next Review
YBGP55	January 2024	January 2024	January 2027

LETTING OF SCHOOL PREMISES

Contents:

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Approved by the School Governing Body
In accordance with Flintshire County Council's Model Schools Lettings Policy and Guidance

STATEMENT OF POLICY

The Governing Body of Ysgol Brynffordd is keen to see that the premises at our school are used for the benefit of the whole community. The education of children is the prime purpose of our school, however we believe education is a life long process which should be open and accessible to all.

The prescribed areas of the premises (itemised on page 2) are available for hire, when not in use for school purposes, for non-school activities.

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 Use documentation sent out with all application forms.

Priority for community use of the premises will be given as follows:

- i School purposes including all meetings of the Governing Body and its committees;
- ii Other educational activities;
- iii Other activities organised by third party organisations

The Governing Body reserves the right to accept or refuse any application for hire.

AREAS AVAILABLE FOR HIRE AND SCALE OF CHARGES (schools to adapt)

AREA	DAYTIME - termtime (9.00am – 6.00pm)		DAYTIME – holidays (8.00 – 6.00pm)		EVENINGS (6.00pm – 10.00pm)		WEEKENDS (8.00am – 10.00pm)	
	Private	Commercial	Private	Commercial	Private	Commercial	Private	Commercial
MAIN HALL								
DINING AREA								
CLASS ROOM								
SPORTS HALL	NO SEPARATE SPORTS HALL AVAILABLE							
DRAMA STUDIO	NO DRAMA STUDIO AVAILABLE							
DANCE STUDIO	NO DANCE STUDIO AVAILABLE							
IT SUITE	NO IT SUITE AVAILABLE							
MEETING ROOM	NO MEETING ROOM AVAILABLE							
GYM (including changing rooms and showers)	NO GYM AVAILABLE							
PLAYING FIELD								
ASTRO PITCH								
SPECIALIST (D&T, Science, etc)	NONE AVAILABLE							

* **The Lettings Charges are reviewed on an annual basis by Governors**

BOOKING PROCEDURE

- 1 Applicants wishing to hire parts of the premises (refer to page 2, available areas for hire and scale of charges) should return to the school main office:
 - A completed and signed school lettings application form;
 - A signed copy of the school Conditions of Use agreement;
 - A copy of the hirer's risk assessment relating to the intended use;
 - A copy of the hirer's public liability insurance.
- 2 By signing the application form and copy of Conditions of Hire, the person is acknowledging and agreeing to adhere to all aspects and conditions of our school's letting policy.
- 3 A signed application does not guarantee the booking will be granted.
- 4 Where the application for let is accepted, the applicant will be sent a letter provisionally confirming the let and an invoice to cover the cost of the let (LET2)
- 5 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.
- 6 Failure to pay the booking invoice within the time required will result in the booking application becoming void.
- 7 There will be no access to the premises before commencement of the period of hire. Hirers must therefore allow sufficient time for preparation before the event when booking the time and duration of the let.
- 8 Hirers must have left the premises by the end of the booked period. Sufficient time must be allowed for clearing away and for all participants to leave the premises by the end of the booked period.
- 9 Availability of premises is negotiable. Hours of access requested will specified as part of the booking acceptance confirmation.

CONDITIONS OF LETTING

The hirer agrees:

- a. To observe the School Governing Body regulations that no money be paid to the caretaker/cleaner in respect of the letting without prior agreement. 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, agreed and charged for in advance.
- b. To pay the School all expenses which may be incurred by them in repairing and making good any part of the school 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. That 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.
- d. To ensure that no intoxicants are sold on school premises without the appropriate licence and specific approval by the Governing Body.
- e. To comply with the non-smoking policy of the school.
- f. To take responsibility for dealing with any first aid or other emergency in accordance with school procedures, both during school hours and out of hours.
- g. To be responsible for informing the Governing Body / Clerk to the Governors, 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 / Clerk to the Governors within 24 hours of the event. Any further information required by the Governing Body must be made available upon request.
- h. 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.
- i. That the 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.

- j. That the School Governing Body reserves the right to consider on merit applications for the use of school premises and revoke any agreements for school operations.
- k. The School Governing Body shall not be held responsible to the hirers or other persons for accidents happening or any injury suffered, or damage or loss of property sustained in any manner whatsoever on any part of the school premises.
- l. That the hirer(s) should possess their own public liability policy – not less than £5m.
- m. That the hirer(s) are responsible for ensuring the playing fields and pitches are free from obstacles and safe for play.
- n. That the hirer(s) agree to adhere to all Health and Safety requirements of the school and MUST submit a completed risk assessment for the intended use of the school premises, or any part therein, with the application form for school consideration before any formal agreement will be confirmed.
- o. That if the activity involves children, the hirer must have in place appropriate policies and procedures for Safeguarding Children and Child Protection and agree to liaise with the school on these matters as appropriate.
- p. That the hirer(s) will ensure that all those using the premises as part of an approved hire agreement are aware of the above conditions of use, and any other special conditions agreed (for example due to the specialist nature of the areas hired).
- q. That the hirer will admit any member of the School staff to any function at any time to ensure that the conditions of this booking are complied with.
- r. That 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. This will include the hirer providing evidence of eg consent for copyright where this is applicable.
- s. That if for any reason the school has to be closed, no compensation shall be payable by the Governing Body or any other person to the hirer.
- t. That the full fee will be payable if the hirer cancels the let less than four weeks before the event / use.
- u. That no alterations whatsoever may be made to any part of the premises or areas or services specified in the let.

- v. That no movement of furniture must be undertaken by the hirer. No furniture or apparatus is to be used without prior permission.
- w. That furniture, including chairs, must not be removed from the school premises, nor for the use either on eg the playing field or playground, or in any other building outside the school unless prior permission has been granted by the Governing Body.
- x. No advertising may be placed in any area of the school premises without the direct permission of the Head teacher of the school.

ADDITIONAL CONDITIONS OF USE:

GENERAL HEALTH AND SAFETY

During the period of the let, the hirer will be responsible for ensuring the health and safety of those making use of the premises for the purpose of the let.

The hirer will be responsible for compliance with the Health and Safety at Work Act, and any other relevant health and safety legislation that applies, and for compliance with the school health and safety policy. A copy of the school health and safety policy will be provided to the hirer.

The hirer will be made aware of the fire exits and fire appliances upon taking up the let. A copy of the school's fire evacuation procedures will be provided to the hirer, and will cover all relevant emergency action requirements in the event that the hirer is in sole occupation of the premises. Fire exits and fire fighting equipment must be kept unobstructed at all times, and in the event of a fire (or practice alarm) the hirer, or their representative, is responsible for the swift and safe evacuation of those they are responsible for.

No alterations or additions to the electrical installations at the school may be made. No portable electrical appliances are able to be brought onto the premises for use during the let. The hirer is responsible for informing the school at the time of application, and for agreeing to conform to the school electrical equipment requirements as a condition of approval if they may need electrical items.

RISK ASSESSMENTS

In most cases Risk Assessments must be submitted to the school with the application form. This is to ensure the school is fully informed of any potential risks relating to the purpose of use, and to ensure that the hirer's control measures will be suitable and adequate.

Risk assessments of activities should consider as a minimum, the specific activities of use, the range of people, including vulnerable groups of people who may take part in those activities, the safety of any equipment, the

appropriateness of the available accommodation for the activities, car parking arrangements and suitability of access, fire safety, and first aid arrangements. Any arrangements for serving food or allowing food to be consumed on the premises should also be included.

These risk assessments will form the basis of an agreed health and safety plan to be agreed in writing with the Governing Body as a condition of the letting agreement.

PARKING OF VEHICLES ON EDUCATION PREMISES

Flintshire 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.

Where events are held, the hirer must undertake the proper stewarding and control of the parking area(s).

Arrangements for any deliveries to the school must be made and agreed with the school at least 48 hours in advance of the arrival of the deliveries and in accordance with the schools deliveries policy.

Hirers park in designated areas only and not grassed areas or pitches

CLEANING ARRANGEMENTS

The school maintain high standards of cleaning of the premises, however, the hirer is responsible for the cleaning and removal of any rubbish from the school premises that have arisen as a result of the let. Where the use of the premises (including the grounds) gives rise to any additional cleaning on the part of the school, an additional fee may be charged.

TEMPORARY EVENT NOTICES (TEN)

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

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 (ie the person who will take responsibility instead of the Headteacher).

The hirer will need to forward to the Headteacher at least 14 days prior to the event, a copy of their Public Liability Insurance, and if more than 5 employees their Employers Liability Insurance should not be less than £10m.

PRODUCTIONS

Any application for use of the premises for purposes of productions eg lecture, play, opera, dramatic or musical or other work must comply with any licence requirements and proof of consent of copyright. These will be checked by the Governing Body and where compliance cannot be assured, the Governing Body reserve the right to cancel.

No alterations or additions to the electrical installations at the school may be made without prior express permission being given in writing by the Governing Body.

No additional staging, curtaining or scenery may be erected without prior express permission being given in writing by Governing Body, and in accordance with their directions.

Any approved alterations for the purposes of production, must be dismantled / removed and all affected areas returned back to their original state, to the Governing Body's satisfaction immediately after usage and at the expense of the hirer.

Any 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 whilst the school is in session expect with the express permission of the Governing Body.

The Governing Body / Headteacher reserves the right to request any risk assessments as necessary in respect of the hire agreement, and request specific controls necessary. Failure to comply will result in a cancellation of the let.

SCHOOL HALL

Maximum Seated Occupancy of the Hall is as follows:

Hall: 100 chairs

*Subject to change if Occupancy includes Wheelchair users

FLOORS

The use of any preparation or material for the purpose of preparing a floor for dancing is not allowed, as this will make the floors dangerous for normal use. The safe condition of floors shall be deemed acceptable to the hirer after inspection and will remain the hirer's responsibility during the let.

KITCHENS

The school kitchen will only be hired to an external concern on the clear understanding that the school Cook, or another member of the catering team, are present during the time of the hire. This condition is necessary to ensure that the required standards and qualifications for all staff working in Flintshire County Council kitchens are met. This is beside the regulatory areas of Food Hygiene, Hazard Analysis and Critical Control Points (HACCP) and Environmental Health, so it is important that these standards are not compromised. There will be an additional charge for the labour provided should the member of staff be available to work.

Should schools wish to provide catering at any event they hold themselves then responsible, as all the equipment in these kitchens are purchased and maintained by the Authority and the environmental health standards of each kitchen fall within the Authority's responsibility, schools should not use such equipment during times when the catering staff are not on site.

D&T rooms- advise schools not to hire out unless qualified person on use of equipment

Science

Art and Craft etc

Rugby Group: no studs in hall, instructions on use of changing facilities, showers

OUTSIDE GRASSED AREAS & PITCHES

School to be responsible for ensuring that outside grassed areas and pitches are not overplayed to the detriment of school use

(LET1)

MODEL APPLICATION FORM FOR USE OF SCHOOL PREMISES

Accommodation Required	Dates	Time (from – to)	Total Hours	Cost Per Hour	Total Cost
Period of Let: Single Let: Regular Let:	<i>Please tick</i>	<i>(single let date and time as specified above)</i> Monthly: Weekly: Other: Date of first Let: Date of Final Let:			
Name of Organisation:					
Nature proposed use:					
Will any copyright material be used:					
Estimated number of Persons to be present:					
Estimated number of children under 8 years 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:					
How many tables will be required:					
Any other equipment required (eg OHP):					
Are there any disabled persons likely to attend?					
OTHER SPECIFICATIONS: <i>details to be added:</i>					
Have you attached a copy of your Public Liability Insurance Certificate?					
Have you attached a copy of the risk assessment relevant to the required use of the premises?					
FOR OFFICIAL USE ONLY					
PERMIT NO:	INVOICE SENT		PAYMENT RECEIVED		

(LET2)

MODEL RECEIPT OF LETTING APPLICATION

Dear

Thank you for your recent Lettings Application. We are pleased to confirm a provisional booking subject to payment and a signed copy of the enclosed conditions of use agreement.

Upon receipt final confirmation will be sent.

Yours sincerely

On behalf of the school

Enc: Copy of Letting Application
Copy of Conditions of Use (for signature and return)
Invoice

(LET3)

To the Governing Body of _____ school

I _____
(please print name)

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 as stated within the school's letting policy. I have read this lettings policy and understand that the 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.

I understand it is my responsibility, on behalf of the 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 leaves the premises at the time stated on the permit.

I shall indemnify the School and Flintshire County Council, and keep them indemnified against all losses, claims, demands, actions, proceedings, damages, cost or expenses, or other liability arising in any way from my use or the use by others in accordance with the let.

Signature of Applicant: (Mr, Ms, Mrs)

Occupation:

Address _____

Telephone No: Home _____ Work

Date _____

Enc: Signed copy of conditions of use
Payment

(LET4)

MODEL CONFIRMATION OF BOOKING TO LET SCHOOL PREMISES

Dear

We are pleased to certify confirmation of your booking to let the school premises as detailed in the Lettings Application Form and your signed agreement of conditions of use.

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

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

Yours sincerely

On behalf of the school

(LET5)

MODEL REFUSAL OF LETTING APPLICATION

Dear

Thank you for your recent Lettings Application. Unfortunately we are not in a position to grant the letting request for the following reason(s):

Yours sincerely

On behalf of the school