



# Ysgol Bryn Gwalia



## Lettings Policy

<b>Last Review Date</b>	July 2022
<b>Date to be reviewed by Senior Management Team</b>	July 2022
<b>Date Adopted by Governing Body</b>	July 2025
<b>Head Teacher – Mrs Lorraine Dalton</b>	
<b>Chair of Governors – Mrs Janiene Davies</b>	

## Introduction

The Governing Body of Ysgol Bryn Gwalia 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 life long process which should be open and accessible to all. This handbook outlines the policy of our school with regard to 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 at all times 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 require 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. 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 have the right to vary these terms and conditions at any time.
3. 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.
4. 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. A copy of the regulations and requirements can be obtained on application to the Director of Education or the Governing Body.
5. The hirer shall indemnify and keep indemnified the respective bodies and persons from and against all loss and damage which the Council, Education Committee or the Governing Body or any property belonging to or under the control of the Education Committee 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.
6. 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 on to the premises at the sole risk of the owner.
7. 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.
8. 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.
9. No intoxicating liquor shall 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.
- 10 (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.  
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(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.

11. 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 any body 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 thereon 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.

12. 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.

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

14. 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.

15. No alterations or additions to the electrical installations at the school may be made without previous consent in writing of the Chairperson of Governors or 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.

16. 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.

17. 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.

18. No advertising may be placed in any area of the school premises without the direct permission of the Head Teacher of the school.

19. 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.

20. 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.

21. 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 costs of any repairs or cleaning required.
7. No school staff are permitted to accept hospitality gifts, either cash or in kind, at any time. We request that no gifts of this nature are offered.
8. No confetti or rice is to be thrown on the premises.
9. Only adults preparing food are permitted access to the kitchen, where an agreement has been made. Kitchen regulations must be adhered to at all times. It is the responsibility of the hirer to ensure that the kitchen certificate is signed at the beginning and the end of the let.
10. Smoking, the use of electronic cigarettes or similar is not permitted within the school building or on any of the grounds.
11. Bookings can only be accepted when a caretaker is prepared to undertake the additional duty.
12. The hirer must report to the caretaker at the beginning of any let. Where deposits have been paid for a function, the hirer must meet with the caretaker and kitchen supervisor (or their representative) to sign the Caretaker's Certificate and Kitchen Certificate, accepting the condition of the premises as acceptable at the beginning and the end of the hire period.
13. The hirer must take out public liability insurance cover and proof of this must be shown before use.

14. The hirer will adhere to all aspects of the our lettings policy at all times through the procedure of applying for and accepting a let on our premises.

15. 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.

16. 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.

17. The hirer will adhere to all Health and Safety requirements as required by the school.

18. No stiletto heels or similar objects are allowed in the hall areas.

19. No food or drink is allowed in any area except designated social areas, unless prior written permission has been granted

#### **Additional Conditions of Use**

a. No studs in the hall.

b. All items of furniture to be placed back as found after use of any space within the school.

