

**Ysgol Uwchradd Y Frenhines Elisabeth  
Queen Elizabeth High School**



*Moving Forward Together*

## **LETTINGS POLICY**

**Full Governing Body**

**Date established by Governing Body: 10<sup>th</sup> October 2007**

**Responsible Person – Mr. Nigel Cooke**

**Designated role – Business Manager**

**Chair of Governors signature – Jeremy Griffith**

**Date – 17/01/2024**

**Next Review – Spring Term 2027**

# Policy Version Control

<b>Version</b>	<b>Date</b>	<b>Page</b>	<b>Section</b>	<b>Reason for review</b>	<b>Summary of amendment</b>	<b>Chair of Governor's signature</b>
1	14/11/18			BM appointment and bi-annual audit	Inclusion of BM role	Helen Starkey 14/11/2018
2	04/07/19			Audit recommendations	Four new appendices	Helen Starkey 04/07/2019
3	4/07/19	6	Appendix 3	Public Liability Insurance cover requirement	Public Liability Insurance cover £10 million	Helen Starkey 04/07/2019
4	4/07/19	9	Appendix 3	Addition of alcohol licence facility	Addition of alcohol licence application by hirer	Helen Starkey 04/07/2019
5	3/2/21			Usual two yearly review	No amendments	Helen Starkey 3/2/2021
6	13/01/22		Front cover	New CoG	New CoG	Jeremy Griffith 28/09/2022
6	13/01/22	11	Charges	To reflect current overtime rate of Sound Engineer	From £10 phr to £25phr	Jeremy Griffith 28/09/2022
7	07/12/23	10	Charges	Under review to reflect current costs	To present at FGB AGM once review taken place	Jeremy Griffith 17/01/2024
8	07/12/23	10 and 11	Charges	Review of charges	Increase in hire charge Removal of Theatre Facilities and replaced with Concert/Conference Package costs available on request. Added Caretaking costs to be included in lettings outside of the teams hours	Jeremy Griffith 17/01/2024

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## LETTINGS POLICY

The Governing Body:

- Controls the use of the school premises both during and outside the school day;
- Must have regard to the desirability of making the premises available outside school hours to the local community;
- Has the power to enter into agreements allowing for shared or delegated control of the premises, provided that one of the aims is to encourage community use of the premises;
- Must have the LA's consent before entering into a transfer of control agreement, if it transfers control of use during school hours.
- Must follow any reasonable directions from the LA as to the use of the premises.

Lettings must cover their costs; the Governing Body is not allowed to subsidise non-school activities on the premises by not charging enough for them unless they receive subsidies from the LA.

This policy ensures that the most effective use is made of the school premises. We believe that our school should be a centre for lifelong learning and at the heart of the local community. We recognise that the facilities could generate resources for the school. This policy sets out the criteria for making decisions on requests for use by external organisations.

The Governing Body, with advice from the Headteacher and/or Business Manager, will:

- Balance the desire to generate income against the desire to support suitable groups within the community, agree the criteria to be used when deciding which groups are to be allowed to use the premises and consider requests for bookings against those criteria;
- Ensure that use by external organisations does not degrade the standards of the facilities to the extent that they are no longer suitable for use by pupils;
- Consider issues of political balance;
- Consider the implications of all requests received on the health, safety and security of pupils and staff;
- Consider the implications for workload of all staff of any decisions it makes;
- Take advice from the LA on the charges to be levied.
- The organisation hiring the premises will be informed in advance of the charges to be levied
- Where we are providing a letting provision to our pupils, consideration will be given against our charging policy and discussed with the Governing Body.
- The Governors are constrained by law to apply VAT to all transactions where this is appropriate. In general, the lettings of rooms is exempt from VAT, whereas sports lettings are subject to VAT unless they are done on a regular basis and are then subject to HMRC conditions of series bookings.

The Business Manager, through the school's finance office, will:

- Establish a central booking system;
- Apply the criteria agreed by the Governing Body and consult the Business Operations Committee on requests for bookings which do not meet them or where there is a potential conflict of interest.
- Establish a scale of charges for school facilities which will be reviewed annually by the Governing Body.

The Business Manager will provide regular feedback to the Business Operations Committee upon the financial implications of lettings. Upon request the headteacher will provide detailed feedback on the scheduled use of the school premises outside the school day.

- Appendix 1 – Booking Form
- Appendix 2 – Confirmation of Booking
- Appendix 3 – Terms and Conditions
- Appendix 4 – Charging Structure
- Appendix 5 – Risk Assessment

## Appendix 1 APPLICATION

This application form is to be completed and sent to: The School Business Manager, Queen Elizabeth High School, Johnstown, Carmarthen SA31 3NL. No usage of the premises can be made without the prior consent of the Headteacher/Business Manager.

Club /Organisation

\_\_\_\_\_  
Name

\_\_\_\_\_  
Person responsible who will be present during the whole letting

Address

\_\_\_\_\_

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Event/Activity

\_\_\_\_\_  
Please indicate exact nature of use of premises

Date(s)

\_\_\_\_\_  
Set up times must be included in the letting application

Time(s)

\_\_\_\_\_  
We/I wish to apply for the use of:

School Hall \_\_\_\_\_

Sound \_\_\_\_\_

Performance Hall \_\_\_\_\_

Lighting \_\_\_\_\_

Classroom \_\_\_\_\_

Drama Hall \_\_\_\_\_

\_\_\_\_\_  
Board Room \_\_\_\_\_

Catering \_\_\_\_\_

\_\_\_\_\_  
Small Hall \_\_\_\_\_

\_\_\_\_\_  
Other \_\_\_\_\_

I/We hereby agree to be bound by the Terms and Conditions of letting and the above applicable charges. I/We have read the information document for lettings. The signing of this agreement will give rise to a formal contract between myself (ourselves) and Queen Elizabeth High School.

I have carried out a Risk Assessment and attach a copy herewith

Alcohol licence being applied for? Y/N. If yes we require a copy of the Licence Agreement at least 10 days before the event.

Signed \_\_\_\_\_ Dated \_\_\_\_\_

\_\_\_\_\_  
Full name of signatory (print)

INSURANCE: ALL APPLICANTS **MUST** POSSESS A PUBLIC LIABILITY POLICY OF THEIR OWN WITH COVER TO A MINIMUM OF £10MILLION, AS STATED IN THE INFORMATION DOCUMENT FOR LETTINGS. I CONFIRM THAT WE ARE IN POSSESSION OF A PUBLIC LIABILITY POLICY OF OUR OWN.

Signed \_\_\_\_\_ Dated \_\_\_\_\_  
Full Name of Signatory \_\_\_\_\_

## **Appendix 2 CONFIRMATION OF LETTING**

Your application has been received and granted:

Name of Applicant \_\_\_\_\_

Date of Letting \_\_\_\_\_

Times \_\_\_\_\_

Rooms \_\_\_\_\_

The Premises Manager/Caretaker has been informed that it is necessary for him/her to remain on the premises during the whole period of the letting.

Signed \_\_\_\_\_ Nigel Cooke – Business Manager  
Date \_\_\_\_\_

The cost of this letting is £ \_\_\_\_\_ (including VAT when applicable)

As indicated on your application the person responsible during the letting, receiving a copy of the Terms and Conditions and undertaking the Risk Assessment:

Name \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_

Email \_\_\_\_\_

Telephone Number \_\_\_\_\_

**PLEASE CHECK, SIGN AND RETURN ASAP AS CONFIRMATION OF THE ABOVE WILL ONLY BE MADE UPON RECEIPT OF THIS SIGNED FORM**

## **Appendix 3**

### **LETTINGS Terms and Conditions**

#### **CONDITIONS OF BOOKING**

**Booking** – Booking Application Forms and Conditions of Booking Form must be completed and approved prior to any letting taking place. For VAT exemptions on the hire of Sports Facilities, the hirer must meet all the conditions imposed by HM Revenue and Customs and complete the VAT Exemption Contract.

**Payment** – the Hirer must pay the Booking Fee in full within 7 days of receiving an invoice from Carmarthenshire County Council ('the Council').

**Use** – the Hirer must ensure that the facilities are only used for the activity or event for which they are booked and that no part of the School facilities is used for any unlawful purpose or in any unlawful way by the Hirer or anyone permitted by the Hirer to use the facilities.

**Charges** – an additional fee is payable by the hirer for each hour or part of an hour that the school premises are used by the hirer after the expiry of the agreed letting period. The additional fee is to be calculated pro-rata based on the total fees paid or payable for the letting period to the nearest complete hour and is payable to the school.

**Block Bookings** – any block bookings for sports facilities must be applied for in the same manner as all lettings, ensuring that all dates, facility requirements, etc are clearly indicated, and must be approved by the school in order that any possible VAT exemption may be established. All Block bookings must be paid for in advance.

**Special Bookings** – on return of the signed Letting Application Form, the Hirer must enclose a deposit of 50% of the basic hire charge. The Hirer will be invoiced within 14 days of the event. The Hirer will be invoiced after the event for any additional costs not specifically identified in the Letting Agreement where the Hirer has requested additional facilities to be made available.

**Insurance** – any Insurance Policy document, when necessary as part of the letting, must be forwarded to the Headteacher at the same time as the completed Application Form. Private organisations that use the school premises must possess a Public Liability Insurance Policy of their own with adequate cover to a minimum of which should be **£10 million**. On receipt of the completed Letting Application Form and related payments and documents, the School, subject to the condition of hire will forward to the Hirer confirmation of the booking.

The Hirer must complete a Risk Assessment Form.

The hirer must contact the school by telephone at least five days before the event to ensure that all arrangements are confirmed.

**Cancellation by the Hirer of block bookings of sports facilities** – if the Hirer cancels any sessions of the booking he/she shall not be entitled to any refund of the booking fee or any part of it unless at least 24 hours prior written notice of the cancellation is given to the School and VAT has been paid on the booking.

If the Hirer cancels any sessions of a booking that is VAT exempt he/she shall not be entitled to a refund of the booking fee or any part of it, and shall remain liable to the School for any fees outstanding in respect of the cancelled sessions.

**Cancellation by the School of block bookings of sports facilities** – the School reserves the right to cancel any of the sessions booked by the Hirer at any time if in its opinion the facilities booked or any part of them are or will be unfit for use.

The School reserves the right to cancel up to 2 of the sessions booked by the Hirer should the facilities booked or any part of them be required for another event.

All monies paid to the School by the Hirer for a session that is cancelled by the School in accordance with the above clauses will be refunded by the School unless the booking is VAT exempt in which case no refund shall be given.

**If a session is cancelled by the School in accordance with the above clauses the School will not be liable for any other expenditure incurred or loss sustained directly or indirectly by the Hirer or any other person as a result of the cancellation.**

**Cancellation by the Hirer of special bookings** – Cancellation of events less than 14 days before the event the organiser is liable to 100% payment for the facilities booked

**Cancellation by the School of special bookings** – the School reserves the right to cancel any bookings in the event of any unforeseen circumstances occurring prior to the booking or if in the opinion of the School the holding of the event or its general nature or the entertainment of facilities to be provided at the event for which the premises have been hired would or might contravene any statute, order, regulation or other requirement of the owner of the premises, in which event to School will return to the Hirer any deposit paid.

**Right of Entry** – the School reserves the right for duly authorised members of the School staff to enter any part of the area being used by the Hirer at any time and for any purpose.

**Admission** – the School reserves the right at its absolute discretion to refuse the admission of, or to evict any person from the premises. Admission by complimentary tickets is not permitted except with the previous written permission of the School.

**Right to Re-allocate** – if the School is of the opinion that the Hirer is not making complete use of the facilities, the School reserves the right to re-allocate any unused parts of the facility.

**Users Regulations** – the Hirer is responsible for ensuring that all persons and parties under his/her control who are admitted to the premises/facility, confirm in all respects to the regulations governing the use of the facility and a copy of the said regulations is available at the facility for inspection.

**Indemnity** – the use of the facility is at the Hirer's risk and the Hirer shall indemnify the School against all liability incurred to any third party or parties arising out of or incidental to the hire of facilities or equipment and due to the negligence or default of the Hirer. The School, the Council and its employees shall not be responsible for any loss, damage or injury whether direct, indirect or consequential by Hirer or the users unless such loss, damage or injury occurs as a result of the defective state of repair of the premises or the equipment at the facility.

The school will 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 to educational property by any vehicle will be the responsibility of the owners of such vehicle.

**Structural Alterations** – the Hirer shall not carry out any alterations to the building, nor shall he/she fix or cause to be fixed, any apparatus, equipment, notice or decoration to the premises without the previous written consent of the School.

**Animals** – no dogs or any other animals will be admitted to the facility except assistance dogs and the person exercising control of such a guide dog shall comply with any instructions given by or on behalf of the School.

**Supervision** – the Hirer shall be responsible for the administration, organisation and running of the activity or event for which the facilities are hired, including the supervision and control of any vehicles, spectators, competitors and officials, however the School reserves the right to supervise all functions.

**Clothing** – the Hirer must ensure that all participants in the Activity or Event are wearing clothing and footwear that is suitable for the Activity or Event at all times, and that all clothing and footwear complies with any regulations laid down by the Governing Body (if any) for the Activity or Event in question.

**Fitness of Equipment** – the Hirer must immediately notify a member of staff at the School if any of the equipment provided by the School is not working properly or is not fit for use. The Hirer will ensure that all participant in the Activity or Event are using equipment that is in proper working order and fit for use, whether provided by the School or otherwise, and will immediately stop participants from using any equipment that becomes damaged or defective during the course of the booking.

**Damage** – the Hirer agrees to pay the School on demand the cost of repairing or making good any loss or damage (fair wear and tear excepted) arising out of or incidental to the hiring.

**Expiration of Each Session of the Booking** – at the end of each session o the booking the Hirer will ensure that the facilities, including any changing rooms and toilets used by the Hirer or anyone permitted by the Hirer to use the facilities, are left in a clean and orderly state and free of litter. Nothing in this clause will require the Hirer to put the facilities in a better condition than they were at the commencement of the session.

At the end of each session of the booking the Hirer must remove all equipment previously brought in by or on behalf of the Hirer or anyone permitted by the Hirer to use the facilities. The Hirer must give the School vacant possession of the areas used by the Hirer promptly at the end of each session of the booking.

**Posters and Advertising Materials** – all correspondence, posters, publicity advertising events for which the School premises are hired should identify by whom the event is organised and should not give the impression that the event has been organised by or is connected in any way with the School.

The Hirer must submit to the School for approval, not less than 14 days before any performance at the premises, the proposed programme and all posters advertising the performance. The Hire must further agree to send to the School a specimen/cancelled ticket of admission 7 days before the premises is used. No posters will be permitted inside or outside the premises except upon the noticeboards provided by the School for the purpose, and the School shall be at liberty to refuse consent to the display of any poster or posters on such noticeboards.

All posters and advertising materials displayed at the School by or on behalf of the Hirer must be displayed in both Welsh and English.

**Subletting** – the Hirer shall not sub-let the premises/facility or assign any provision in the Letting Agreement without the previous consent of the School.

**Gambling** – no collections, games of chance, sweepstake or lotteries, or betting may be conducted on the premises without the prior consent in writing of the School.

#### **Alcohol/Intoxicants**

The sale of intoxicants on school premises is strictly prohibited. However the School will consider, on its own merit, each application for the letting of school premises which involve the consumption of intoxicants and will approve such letting in appropriate cases, without



any such approval the consumption of alcohol is strictly forbidden on the School premises. If granted the hirer must apply for an appropriate Licence to serve and sell alcohol, this needs to be a temporary event notice.

**Smoking**

The School and its grounds is a no smoking area and as such the Hirer must not smoke in any part of the School or its ground or permit any other person to do so.

**Food and Drink** – the Hirer must not permit food and drink to be taken into or consumed in the School’s Gymnasium, Sports Hall or Astroturf.

**Broadcasting** – no Hirer shall grant sound or television broadcasting or filming rights at the premises without the prior written conditional consent of the School.

**Capacity** – the maximum number of people admitted to any function in the premises/facility will be dependant on the facilities hired subject to the approval of the School. Maximum numbers for any event will be notified to the Hirer in writing and will be dependant upon the nature of the event, the area being used and all relevant conditions e.g. Public Entertainment Licence.

**Catering** – in the event of the canteen/kitchen at the premises being required as part of the letting, the Hirer must seek separate approval of Carmarthenshire County Council’s Catering Services Department, Building 2, St David’s Park, Johnstown, Carmarthen SA31 3HB (01267 246484) to whom such an application form must be sent.

**Character of Functions** – the Hirer undertakes that the premises shall not be used for any performance of an objectionable character, and agrees that the School has the right to stop any performance, dance or other function, which they consider objectionable. The Hirer agrees that the premises shall not be used for the performance in public of any dramatic, musical or other work or for the delivery in public of any lecture or entertainment in which copyright subsists without the written consent of the owner of the said copyright, and will not in any other manner infringe any subsisting copyright and will indemnify the School against all costs, expenses and/or damages which the School may incur by reason of any infringement of copyright by the Hirer.

**Health and Safety/Fire** – the Hirer must ensure that all Regulations made or to be made by the School for the safety, hygiene and convenience of other users of the School are strictly observed. The hirer must appoint fire marshalls for the event.

**Public Entertainment Licence** – the Local Government (Miscellaneous) Provisions Act, 1982 provides that prior to a school being used for public entertainment purposes a Public Entertainment Licence must be obtained, usually in the name of the school. The Hirer must ensure that the school is in possession of such a Licence prior to hiring the school for an event that would involve the need for a Licence.

**Photographs** – no cameras or other photographic apparatus may be brought into the premises/facility for commercial purposes without written permission of the School.

**Re-booking of the Facilities** – at the conclusion of the letting the responsibility for re-booking any facility rests with the Hirer.

**General Conditions** – the Hirer agrees that the hire is subject to the renewal by the authorities concerned of such entertainment and other licences, consents or permits as may be applicable, and to such conditions, restrictions and requirements as may be imposed thereunder, and that if for any cause licences shall not be renewed or shall be suspended or determined (whether in whole or in part), the Hirer shall not have nor shall he make any claim upon the School for compensation in respect of any loss or damage sustained by reason of the non renewal, suspension or determination of the Licences, or of any suspension or determination of the hiring consequent thereon or upon the making of any

rules or conditions thereunder, or by reason of any rules or conditions which may be made thereunder.

**Breach by the Hirer** – if the Hirer fails to observe any of these conditions the School may

- Charge to and recover from the Hirer any expenses incurred by the School in remedying any such failure including the cost of employing attendants, workmen, cleaners or other persons as may be appropriate, and
- Cancel the booking or any other booking of any part of the School by the Hirer without incurring any liability to the Hirer for the return of any fee or otherwise.

## **Appendix 4**

### **QUEEN ELIZABETH HIGH SCHOOL PREMISES AND FACILITIES HIRE CHARGES**

Here at Queen Elizabeth High School we pride ourselves on offering an excellent standard of facilities which can be hired throughout the year during evenings, weekends and normal school times. In-house catering services and free car park available.

**Main Hall £30 per hour up to 7pm during the school week**

**£50 per hour after 7pm/during school holidays/weekends**

**Show package/Conference Venue costs available on request (plus VAT)**

Offering seating for up to 400, ideal for large conferences and theatrical productions-

**Performance Hall £30 per hour up to 7pm during the school week**

**£50 per hour after 7pm/during school holidays/weekends**

**Conference package cost available on request (plus VAT)**

**Classroom £25 per hour up to 7pm during school week**

**Drama Studio £25 per hour up to 7pm**

**Boardroom £200 per day £100 half day**

Offering seating for 30 with data projector presentation

**Refreshments/Catering**

- **Tea/coffee & biscuits £3 per head (plus VAT)**
- **Buffet lunch-Negotiable (plus VAT)**

**General Extra**

- **Electric Piano £20.00 + VAT per day**

**Concert/Productions Package available on request**

**Block bookings may be available at a discount**

**Caretaking Costs to be added to all bookings after 7pm during the school week, during the school holidays and at weekends**

**Where you are hiring additional facilities VAT will be charged on the whole booking**

**The Governors are constrained by law to apply VAT to all transactions where this is appropriate**

**Appendix 5 – Standard Carmarthenshire County Council Risk Assessment  
(Version 2, June 2016) – This is an online document, no link available.**