



Charging and Lettings Policy

Date adopted

24th November 2022

Headteacher's signature

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Chair of Governor's signature

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USE OF EDUCATIONAL PREMISES OUTSIDE SCHOOL HOURS

SCHOOL LETTINGS AND CHARGING POLICY

Y PANT COMPREHENSIVE SCHOOL

"We will work with local authorities to promote schools as a focus for the local community, providing opportunities for out of school activities (educational and otherwise) for pupils, their families and the local community."

(The Learning Country 2, National Assembly for Wales 2006)

INTRODUCTION

The Governing Body of Y Pant Comprehensive School regards the school buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible. However, the overriding aim of the Governing Body is to support the school in providing the best possible education for its pupils, and any lettings of the premises to outside organisations will be considered with this in mind.

The school's delegated budget (which is provided for the education of its pupils) will not be used to subsidise any lettings by community or commercial organisations. A charge will be levied to meet the additional costs incurred by the school in respect of any lettings of the premises. As a minimum, the *actual* cost to the school of any use of the premises by an outside organisation must be reimbursed to the school's budget.

DEFINITION OF A LETTING

A letting may be defined as *"any use of the school premises (buildings and grounds) by either a community group (such as a local music group or football team), or a commercial organisation (such as the local branch of 'Weight Watchers')"*. A letting must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

PRIORITY FOR LETTINGS

The governing body will, in accordance with the Authority's expectations, give priority to the needs of the school. Such priority is to be seen in terms of traditional needs arising from the curriculum and pupil welfare including the following types of activities:

- meetings of school governors and formal parent meetings called by governors;
- curricular activities falling outside normal school hours;
- extra-curricular activities involving pupils substantially such as concerts, pupil social functions, school games and clubs;
- meetings of or with parents called by the Headteacher;
- meetings of teachers employed in the school.

Costs arising from these uses are therefore a legitimate charge against the school's delegated budget.

Subject to the needs of the school, the governing body will observe the following priorities in dealing with applications for the use of facilities out of school hours:

1. use for Authority organised or sponsored activities;
2. use by cultural, religious, educational and sporting clubs from the local community;
3. use for fund raising activities may take the form of concerts, dances, sales of produce, etc., and should be accommodated if this can be done without interfering with the normal working of the school; and
4. use for functions or activities open to the public and not associated with the school or one of the local organisations which regularly meets at the school. Such activities can include dances and private parties, concerts, whist drives, social, party political and commercial meetings.

In the event of the school premises being required for the educational activities of the school itself, the governors will give as much notice as possible, normally no less than 2 weeks, to any organisation which would otherwise be using the school premises, that they are required.

CHARGES FOR A LETTING

The governing body is responsible for setting charges for the letting of the school premises. A charge will be levied which covers the following:

- cost of services (heating and lighting);
- cost of staffing (additional security, caretaking and cleaning), including on-costs;
- cost of administration;
- cost of 'wear and tear';
- cost of use of school equipment (if applicable)

Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the organisations involved. The minimum hire period will be one hour. **VAT will be accounted for in accordance with the law.**

The specific charge levied will be reviewed annually during the Winter Term, by the Finance and Buildings Committee of the governing body, for implementation from the beginning of the next academic year. Current charges will be provided in advance of any letting being agreed.

MANAGEMENT AND ADMINISTRATION OF LETTINGS

The Headteacher is responsible for the management of lettings. Where appropriate, the Headteacher may delegate all or part of this responsibility to another member of staff, whilst retaining overall responsibility for the lettings process.

If the Headteacher has any concern about whether a particular request for a letting is appropriate or not, s/he will consult with the Estates and Lettings Manager.

THE ADMINISTRATIVE PROCESS

Organisations seeking to hire the school premises should approach the Headteacher (*or other designated member of staff*), who will identify their requirements and clarify the facilities available. The governing body 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 activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.

Invoices will be generated using the FMS computer programme in accordance with audit recommendations.

The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the governing body's current scale of charges.

The hirer should be a named individual and the agreement should be in their name, giving their permanent private and e-mail addresses.

All letting fees which are received by the school will be paid into the school's delegated budget. Income and expenditure associated with lettings will be regularly monitored to ensure that at least a 'break even' situation is being achieved.

SCHOOL STAFF AND 6 FORM PUPIL USE

Staff will be able to use the facility from 0600 – 0800 and 1500 – 1730 Mon – Fri and Pupils from 1500 – 1700 Mon – Fri. Before anyone is able to use the facility they will have to register with the Estates Manager and set up an account with the Business Manager. Access will be set up using staff access cards and the pupil will be issued a card (access will only be granted for the Gymnasium), if payment is not made before the start of the month, access will be denied. The following must be adhered to before training can commence:

- Induction with PE Staff
- Risk Assessment / Gym Rules to be read
- Register to be signed on Induction and rules read
- Payment to the Business Manager

Anyone in breach of the Gym rules the individual will have their access card denied or taken off them. If individuals do not follow the risk assessment and the procedures for cleaning and putting the equipment back in its correct place, again their access card will be denied or taken off them.

The use of this facility will be during **Term Time Only**

LETTING CHARGES

The following hourly charges shall apply:

Location	Hourly Rate (VAT exemption / Block booking) £	Hourly Rate (including VAT) £
Sports Hall	24.00	28.80
Grassed Pitch	24.00	28.80
Main Hall	20.00	24.00
Classroom	10.00	12.00
Ty Bwyta	12.50	15.00
Lecture Theatre	15.00	18.00
MUGA	24.00	28.80
Drama Studio	17.00	20.40
IT Suite	20.00	24.00

VAT will be added to these rates unless the block booking exemption applies.

The normal opening hours and days for school lettings are 5.00pm to 10.00pm, Monday to Fridays and driven by demand on the weekend.

Should there be an application to hire the premises outside of these hours the following shall apply:

- The application shall be considered by the Headteacher
- Each application shall be considered on its merits and with reference to this policy
- Additional costs arising from application should be recovered in full
- An additional amount may be levied for the benefit of the school funds at the discretion of the Headteacher without challenge
- All conditions which apply to groups during the normal hours are applicable

In Addition:

- *Invoices will be issued within 30 days of the date of the hire*
- *Invoices will be signed by a senior member of staff prior to issuing to the debtor*
- *The school will chase any invoices that have not been paid within 21 days*

Y Pant School Arrears Policy

The Business/Site Manager should make every effort to recover monies due to the school provided it remains economic to do so.

The following minimum actions should be taken in respect of differing levels of debt:

1. An invoice should be raised and dispatched for all debts in excess of **£1**;
2. A reminder should be sent for all debts in excess of **£5**;
3. A second reminder should be sent for all debts in excess of **£10**;
4. A final reminder which threatens court action should be sent for all debts in excess of **£25**;
5. The Business/Site Manager should report all debts which remain outstanding to the Headteacher who will have delegated authority to write off debts under **£100**.
6. For debts in excess of **£100** the Headteacher along with the Business Manager will consider legal instruction.
7. Each of the above stages of recovery should take place within 2 weeks of the previous stage.
8. The Business/Site Manager will report progress in recovering all debts which remain outstanding in excess of **£100** to the Finance and Buildings Committee of the Governing Body who will determine future action.

ADVICE FOR BLOCK BOOKINGS

SALE OF ALCOHOL

The sale or provision of alcoholic drinks to those attending a function or activity at the school requires the approval of the Headteacher.

LICENCING

The Headteacher must ensure that appropriate licences are held or obtained to cover functions or activities taking place on school premises. These may include some or all of the following:

- Licences to sell alcohol;
- Public entertainment licences;
- Theatre licences

INSURANCE COVER

- **Public Liability Insurance**

RCT has liability insurance cover in place which covers the legal liabilities of the Council/school in respect of death, bodily injury and illness to third parties (i.e. persons other than persons in the employment of the Council/school).

In the event that a person is injured there is no automatic payment. To make a successful claim, the claimant would need to prove that the Council/school had in some way been negligent and that it had resulted in that person being injured. It should be emphasised that the RCT policy is designed to protect the legal liabilities of the Council/school. It will NOT indemnify other individuals and organisations, who must hold their own public liability insurance to protect themselves in respect of their legal liabilities.

- **Employer's Liability Insurance**

It is compulsory under the Employer's Liability (Compulsory Insurance) Act 1969 for most organisations with employees to hold Employers Liability Insurance. Any non-RCT organisation not exempt from this 1969 Act must hold its own Employers Liability Insurance. Further guidance can be found on the Health and Safety Executive website www.hse.gov.uk/business/elci.htm.

- **Property Insurance**

Buildings and contents which belong to, or are the legal responsibility of the Council/school are insured under the RCT property insurance policy, subject to the terms and conditions of the policy. Such buildings and contents are insured only against the basic perils: fire, lightning, explosion, aircraft, storm, flood and theft (subject to forced entry/exit to/from a building). The RCT property insurance will NOT cover property belonging to third parties.

VALUE ADDED TAX

In accordance with the present regulation, VAT will be chargeable for external users in the following instances:

Area	Tax Liability
Hire of room without equipment (fixtures and fittings such as desks and chairs are deemed not to be items of equipment)	VAT exempt

Hire of room with equipment (e.g. ICT equipment/Powerpoint projector)	VAT chargeable at standard rate in all circumstances. However if a separate charge is made for the equipment only then only this element is VATable
Playing fields (sports pitches)	VAT chargeable at standard rate unless a block booking exemption applies

USE OF KITCHEN EQUIPMENT AND FACILITIES

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 RCT Catering Service. It will be a condition of use, when approved, that a cook or other member of the canteen staff will be present throughout the letting and the hirer will be required to pay the cost of the person involved and also to make other appropriate payment in respect of the equipment and services.

The Governing Body will review this policy on an annual basis and amend it as appropriate.

FACILITY BOOKING APPLICATION FORM

YOUR DETAILS
Name of club/organisation
Main Contact
Title
First name(s)
Surname
Position
Telephone Number
Email address
Website
Billing Details (if different from main contact)
Title
First name(s)
Surname
Position
Telephone Number
Email address
Please Note: Every effort will be made to accommodate your requirements; however, bookings are not confirmed until written confirmation is received from Y Pant School

BOOKING INFORMATION

Please tick relevant box:

Once only event ☐

Block Booking ☐

Facility	Day(s) of Week	From (Date)	To (Date)	From (Time)	To (Time)	Number of Weeks

Purpose of the Let:

Fitness Class	<input type="checkbox"/>	Martial Arts	<input type="checkbox"/>
Football	<input type="checkbox"/>	Concerts	<input type="checkbox"/>
Rugby	<input type="checkbox"/>	Community Event	<input type="checkbox"/>
Basketball	<input type="checkbox"/>	Youth Activities	<input type="checkbox"/>
Athletics	<input type="checkbox"/>	Hockey	<input type="checkbox"/>
Other			

Estimated Number attending:

Adults		Under 18S		Male		Female	
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Y Pant School and all facilities will be closed on the following days:

Christmas: 24th, 25th, 26th and 31st December

New Year: 01st

Easter: Sunday, Bank Holiday

FEES		
FACILITY	PRICE (VAT Exemption/Block Booking) Please see overleaf for VAT exemption criteria	PRICE (Including VAT)
Grassed Pitch	24.00 (per hour)	28.80 (per hour)
Sports Hall	24.00 (per hour)	28.80 (per hour)
Main Hall	20.00 (per hour)	24.00 (per hour)
IT Suite	20.00 (per hour)	24.00 (per hour)
Classroom	10.00 (per hour)	12.00 (per hour)
Canteen/Ty Bwyta	12.50 (per hour)	15.00 (per hour)
Lecture Theatre	15.00 (per hour)	18.00 (per hour)
MUGA	24.00 (per hour)	28.80 (per hour)

We offer the following Discounts:

5% discount on any pre-paid block booking (minimum 10 lets)

VAT EXEMPTION

In order to be eligible for the VAT Exemption, the club/organisation will have to meet the following conditions and return the attached VAT Exemption Form:

1. The booking must consist of at least 10 lets.
2. Each session must be for the same sport or activity.
3. Each session is to be held at the same venue, although different pitches, courts etc at the site are allowable.
4. The interval between each let is to be at least 1 day but not more than 14 days. Please note that there is no exception for intervals that exceed 14 days through closure of the centre for bank holidays.
5. All lets referred to on the original booking must be paid for in full, whether or not the organisation actually turns up on any particular occasion. Please note that there is no cancellation facility permitted by Her Majesty's Revenues & Customs other than where the Council cancel due to adverse weather conditions or due to unforeseen non-availability of the facility.
6. The facilities must be let exclusively to the hirer during the periods of hire.
7. The club must sign up to a formal agreement with the establishment concerned and the agreement must specify the dates and times of lets covered.
8. The hirer must be a club, school, association or organisation representing affiliated clubs or constituent association, i.e. a league.

Pennaeth/Headteacher:
Mrs Bev Cheetham

Please Note: The VAT Exemption prices will only be applicable if the above conditions are met and VAT Exemption form is completed and returned to Y Pant School.

FOR SCHOOL USE ONLY – BOOKING APPROVAL SECTION						
Facility	Day(s) of Week	From (Date)	To (Date)	From (Time)	To (Time)	Number of Weeks

Approval of Let	
Signed:	Date:
Mrs B. Cheetham Headteacher	

Terms and Conditions

Y Pant Governing Body are able to provide assurances that the Community Facilities are accessible for community use and we agree to make these facilities available outside of the school hours through controlled lettings under the management of the school. For completeness on this matter this statement covers all facilities to be made available to the community, which extends beyond the school's sports facilities.

Y Pant School Responsibilities

At all times the facilities will be managed by the School and users will be expected to abide by the Terms and Conditions of Letting. The school reserve the right to terminate any letting where there is evidence that the organisation is in breach of any of the terms and conditions of hire or effects unnecessary damage to the facility.

Responsibility of the School

1. The premises are clean, adequately lit and watertight in line with the health and safety requirements for schools.
2. Users have easy access to toilets.
3. Entrances, emergency exits and steps are adequately lit both internally and externally.
4. There is firefighting equipment which is sufficient, serviceable and easily accessible.
5. Sufficient notices are displayed explaining how buildings are to be evacuated in an emergency and also exits are clearly marked and signposted.

Hirer responsibility

1. It is the Hirer's responsibility to leave rooms, entrance areas, toilets / showers and equipment in a satisfactory state and to remove their own rubbish. The Hirer is responsible for any breakages or damage.
2. Smoking is not permitted anywhere on the facility, no alcohol is permitted on the premises at any time. For the benefit of all our customers and local residents we would ask that you do not use abusive language whilst at the facility.
3. Only service animals are admitted to the facility.
4. No food or drink is allowed in any of the sports facilities. Food and drink should be consumed outside of these facilities. Plastic water bottles may be taken in to the hall / pitch but should be disposed of after the booking time.
5. Guests and other visitors should be made aware of these conditions and regulations.
6. The person making the booking will be responsible for payment, behaviour of their group and any damage caused by group members.
7. To respect the facility and community. This includes vacating the facilities promptly and quietly, not to cause any purposeful damage or to deface any of the facilities and

surrounding area, no foul language to be used and disposing of any litter in the bins provided.

3G Pitch

1. Footwear All users must wear appropriate footwear:

- Moulded studs
- Astroturf shoes

Under no circumstance must any use be on the All Weather Pitch in training shoes, metal studs or blades.

2. Chewing gum is **NOT** permitted on the 3G surface.

Changing Rooms

1. Changing rooms will be cleaned prior to the beginning of each season. Subsequently, each Team is responsible for the care and cleaning of the changing rooms and showers after use.
2. After use, it is the Hirer's responsibility to leave the changing rooms clean and tidy.

Cancellation Policy

1. It may be become necessary, in exceptional circumstances, for us to use the facilities at short notice for school purposes such as parents evening or exams. If this happens, we will:
2. Give you as much notice as possible.
3. Offer you an alternative date.
4. Refund the proportion of your booking fee that is due.

Single bookings cancellation by the Hirer

1. The Hirer must give a minimum of 7 days notice in the event of cancellation without incurring any charges.
2. Cancellation by the Hirer less than 7 days in advance will require payment in full.

Block bookings cancellation by the Hirer

1. Cancellation by the Hirer of a single block booking will be charged in full. If the Hirer wishes to terminate all of the block bookings a 14 days' notice must be given in writing to Y Pant school.

Y Pant School Arrears Policy

The Business/Site Manager should make every effort to recover monies due to the school provided it remains economic to do so.

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9. An invoice should be raised and dispatched for all debts in excess of **£1**;
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12. A final reminder which threatens court action should be sent for all debts in excess of **£25**;
13. The Business/Site Manager should report all debts which remain outstanding to the Headteacher who will have delegated authority to write off debts under **£100**.
14. For debts in excess of **£100** the Headteacher along with the Business Manager will consider legal instruction.
15. Each of the above stages of recovery should take place within 2 weeks of the previous stage.
16. The Business/Site Manager will report progress in recovering all debts which remain outstanding in excess of **£100** to the Finance and Buildings Committee of the Governing Body who will determine future action.

Please note that the facilities are primarily for teaching and should be respected as such.

I agree to abide by Y Pant School Terms and Conditions:

Name.....

Club / Organisation.....

Signed.....

Date.....