



Letting and Community Use Policy Ysgol Gyfun Gwent Is Coed



Introduction

The Governing Body regards the school's premises and grounds as a community asset and will make every reasonable effort to enable them to be available for use 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 students, 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 students) 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.

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 students.

Use of the premises for activities such as staff meetings, parents' meetings, Governing Body meetings and extra-curricular activities of students supervised by School staff, fall within the corporate life of the School.

Charges for a Letting

In line with the Newport City Council Community Lettings Policy, the Governing Body of Ysgol Gyfun Gwent Is Coed is responsible for setting charges for the letting of the School's 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"
- ☐ Administration
- ☐ Unsocial hours costs

The charges levied will be reviewed annually, during the spring term, by the School Business Manager for implementation from the beginning of the financial 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. The Headteacher has delegated responsibility to the School Business Manager, whilst retaining overall responsibility for the lettings process.

The Booking Process

Organisations seeking to hire the School premises should approach the school who will identify their requirements and clarify the facilities available. An Application to Hire Form (a copy of which is attached to this policy) should be completed at this stage. 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.

Once a letting has been approved, an email of confirmation will be sent to the hirer, setting out full details of the letting and enclosing a copy of the terms and conditions and the hire agreement. The letting should not take place until the signed agreement has been returned to the School with other required information (i.e. confirmation that child safeguarding is in place, DBS details, First Aiders). 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 school may wish to seek payment in advance in order to reduce any possible bad debts.)

The hirer should be a named individual and the agreement should be in their name, giving their permanent private address. This avoids any slight risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure.

All lettings fees which are received by the School will be paid into the School's individual bank account, in order to offset the costs of services, staffing etc. (which are funded from the School's delegated budget).

Charging

Charges will be reviewed at the start of each financial year and will be updated from the 1st April.

Prices for the hire of our facilities are shown below:

Facility	Price per Hour
Sports 3G Pitch <i>(Floodlights included)</i>	£55
Meeting Room	£30
Standard Classrooms	£20
School Hall	£45
Sports Hall <i>(Changing rooms included)</i>	£55
Courts	£25
Caretaker <i>Open/Close/On Call (if appropriate)</i>	£55 <i>(this is a one off charge if appropriate)</i>

Renewal

Based on the predominance of school term and winter season lettings, annual renewals will be carried out each Summer for confirmation from 1st September until 31st August the following year. Therefore, lettings will be subject to an increase part way through the 12-month period (each 1st April).

VAT CHANGES - Following the decision of the Court of Justice for the European Union (CJEU) in London Borough of Ealing, HMRC accepts that certain supplies of sporting services made by local authorities can be treated as exempt from VAT. Therefore, the following VAT charges apply:

- 1) Hire out of Sports Facilities-Supplies of sporting facilities, any hire (let) of land or premises e.g. pitches, courts, internal halls, sports halls and rooms for the purpose of sporting activities are now treated as vat exempt.
- 2) Hire out of Rooms only-VAT Exempt.

- 3) Hire out of Rooms with additional service provisions e.g. refreshments, catering or non-fixed equipment- Standard VAT Rate.

TERMS AND CONDITIONS

FOR THE HIRE OF THE SCHOOL PREMISES

All terms and conditions set out below must be adhered to. The "Hirer" shall be the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

GOVERNING BODY OF YSGOL GYFUN GWENT IS COED

In consideration of your granting us a license to use part of **YSGOL GYFUN GWENT IS COED**

We the undersigned, JOINTLY & SEVERALLY UNDERTAKE to abide by the following regulations numbered 1-32

1. The term "Room" in these conditions shall be taken to mean the particular accommodation or facility which the hirer has contracted to use
(The hirer must not enter any other part of the building, only the room or area contracted for use)
2. The person by whom the application is signed shall be considered as the "Hirer". Where a promoting organisation is named, the organisation shall also be considered the hirer and shall be jointly and severally liable with the person who signs the application form.
3. The school operates a strict **30-day payment policy** where the hirer is required to settle all outstanding monies within this period. Failure to comply with this will result in future bookings being cancelled until accounts have been settled in full.
4. The Hirer shall at the expiry of the period of hiring, leave the room and adjacent premises in a clean and orderly state. Any contents temporarily removed will need to revert back to their original position.
5. The school must be vacated within fifteen minutes after the agreed period of hiring and arrival should be no earlier than fifteen minutes before booking time. If the hire is the 3G strict start and end times must be closely adhered to.
6. Notice of cancellation of booking(s) must be made to the School as follows:
 - a. **Regular block booking cancellation of a one-off date** - within 72hrs of the allocated booking time, failure to cancel during this period will result in a cancellation penalty of 50% of the booking fee. The full booking fee will be charged if cancellations are received with less than 24hrs notice.
 - b. **Regular block booking full cancellation of letting in its entirety including all future dates** - 1 month's written notice. Failure to cancel during this period will result in a cancellation penalty equivalent to 50% of the booking fee for a one-month period
 - c. **Cancellation of one-off events** - following written confirmation of the event, 1 month's written notice is required for cancellation. Failure to cancel during this period will result in a cancellation penalty of 50% of the booking fee.
7. The Governing Body will not be liable for any loss due to breakdown of machinery, failure of supply of electricity, leakage of water, fire, Government restrictions or act of God which may cause the Room or any part thereof being rendered unfit or unavailable for the use for which it has been hired. School functions have priority and if a booking has as a result, to be cancelled reasonable notice will be given.

8. The school and Governing Body reserves the right to impose 'shut down' periods, for example at Christmas and New Year. Reasonable notice will be given.
9. The Governing Body reserves the right to cancel at any time during the Hirer's period of booking any unexpired booking for the period in the event of failure to observe and perform any of these Conditions of Hire or non-use or misuse of the Room and/or adjacent premises of the Council by the Hirer as a result of hiring.
10. The Hirer shall not use the Room and adjacent premises for any purposes other than that described in the application form and shall not sub-hire, or allow the premises to be used for any unlawful purpose of bringing onto the premises anything which may involve increased risk of damage, fire or invalidate any policy of insurance in respect of these premises.
11. The Hirer is not entitled to use or enter the Room at any time other than the specified hours for which the Room is hired unless prior arrangement is made with the Head teacher or the School Business Manager,
- 12. The hirer shall be responsible for any damage which may occur to the room / area and adjacent premises during the period of hire or while persons are entering or leaving the Room pursuant to the hire, and shall indemnify the governing Body for the repair of such damage which arises from any act of omission on the part of the Hirer. The Governing Body advises that groups/clubs take out an insurance policy to cover this indemnity.**
13. Newport City Council and the Governing Body are under no liability whatsoever in respect of personal injury, loss or damage incurred by the hirer and others attending the School. Again, the Governing Body recommends that groups/clubs take out an insurance policy to cover this indemnity.
14. The Hirer shall be responsible that good order is kept in the Room/facility during the period of hire.
15. The Governing Body reserves the right to end any entertainment or meeting not properly conducted.
16. No bolts, tacks, screws, bits, pins or other like objects shall be driven into any part of the Room nor shall any advertisement or notice be placed on walls.
17. All doors giving access to the Room shall be kept unfastened and unobstructed and immediately available for exit during the whole of the period of hire.
18. No Additional lights or extensions from existing electric lights are to be installed.
19. All electrical equipment e.g. disco-musical instruments, kettles etc. brought onto the premises for use by the hirer must be covered by a valid electrical test certificate/PAT tested.
20. The Council accepts no responsibility for any property left on the premises after the hiring.
21. The right of entry and exclusion from the premises is reserved to members of the Governing Body and the Head teacher or his/her representative at the time during the period of hire.
22. It is the Hirers responsibility to ensure that approved footwear is worn. No outdoor footwear must be worn in the Gym. No boots or blades of any description are allowed on the 3G pitches. Astro or normal trainers only are permitted.

23. Raffles, prize draws and the selling of goods must not take place in the school unless by prior consent of the Headteacher, the School Business Manager or The Governing Body.
24. At the commencement of each session, the hirer must report to reception to book in (where appropriate and during core opening hours).
25. As of 1st March 2021, the Welsh Government has brought into force a NO SMOKING policy on the school site and grounds.

The policy applies to all persons on Council premises (which includes surrounding areas such as Council owned car parks and gardens and schools) or in Council vehicles, or where undertaking duties of the Council (including the general public and persons on business). This also include vaping or the use of e-cigarettes. Please see the following link for more details ..
[\HR-No-Smoking-Policy.pdf](#)

26. Changing facilities are not unisex but are a shared facility used by all hirers on site.
27. No equipment to be left on school premises in between periods of hire.
28. The Hirer must obtain permission from the school to leave any equipment on the premises. Where permission is granted, the Hirer is responsible for any equipment they leave on the premises and shall ensure that such equipment is in good repair and after use, safely stowed away. Items no longer required by the Hirer, or deemed by the school to be unsafe or beyond repair or else unsafely stored on the premises shall be promptly removed by the Hirer on demand. If such request is not complied with by the Hirer within [7 days], the items may be disposed of by the school and the Hirer shall reimburse the school for any expense incurred as a result.
29. The school shall not be responsible for any article brought or left in any part of the premises, or theft or loss of, or damage to vehicles parked in any car park provided.
30. Due to the nature of the school site and the operational structure, hirers are responsible for familiarising themselves with emergency exits and must ensure that participants are aware of evacuation procedures. It is recommended that the hirer has a nominated responsible person in the event of an emergency to include familiarisation with the evacuation routes and assembly points for the areas being used and accountability for all members of the public associated with the letting, including:
 - a. Notification to the Facilities Officer (or nominated person) in the event of an emergency
 - b. Making contact with the emergency services in the event of an emergency
 - c. First aid arrangements for the letting and associated users
 - d. Evacuation and vacation of the facility in the event that the fire alarm sounds or for any other reason if notified by the Facilities Officer (please note that the fire alarm is an intermittent alarm sound)
 - e. The Hirer must have immediate access to participants' emergency contact details, and may use the telephone in the school office in the event of an emergency.

31. **Vacation of Premises**
The Hirer shall ensure that the premises and car park are vacated promptly at the end of the letting and no later than 15 minutes after the end of the letting. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult.

31. **Child Safeguarding Procedures**

If the Hirer is an organisation that proposes to provide services/activities to/for children or will be hiring facilities which Ysgol Gyfun Gwent Is Coed pupils have access to; the Hirer is obliged to comply with the following:

31.1.1 The Hirer and all members of its party must either:

Follow their own child protection policy OR Read and adopt the School's child protection policy. This has been sent to you as a separate attachment.

31.1.2 The Hirer will indicate on the Booking Form, which procedure it is going to be followed.

31.1.3 The Hirer will note on the Booking Form the identity and contact details of their designated safeguarding lead for child protection.

31.1.4 The Hirer will ensure that any adults carrying out activities are DBS checked and a copy of the certificate is forwarded to the school.

31.1.5 The Hirer will ensure that any adults carrying out activities have received at least basic child protection training and confirm that this has been completed on the Booking Form.

Free basic child protection training can be found:

- [Keep them safe - Parents Against Child Exploitation \(Pace\) UK \(paceuk.info\)](http://paceuk.info)
- [Free online awareness training - Herefordshire Safeguarding \(herefordshiresafeguardingboards.org.uk\)](http://herefordshiresafeguardingboards.org.uk)

31.1.4 The Hirer agrees that if any child protection concerns come to light, either with regard to their staff who may attend on site; or a child (irrespective of where they have occurred) they will inform the School immediately. The identity of the child will be anonymised as appropriate. The School will decide as to whether the information has any implications for the continuation of the hire, and may decide to end the contract or state that certain persons are no longer allowed on site if they are likely to pose a risk to other adults or children.

31.2 Child Safeguarding Legislation

31.2.1 The Hirer is required to ensure that their organisation adopts and implements the measures set out in the current versions of the statutory guidance:

- The All Wales Child Protection Procedures 2008
- Safeguarding Children: Working Together Under the Children Act 2004 Section 28
- Education Act 2002 Section 175 – Schools have a statutory duty to ensure arrangements are in place to safeguard and promote the welfare of children
- Allegations of Professional Abuse Procedures (AWCPP Part IV)
- Keeping Learners Safe 158/2015
- The Counter – Terrorism and Security Act 2015
- Social Services and Well-being (Wales) Act 2014
- Newport City Council Local Safeguarding Children Board Section 28

31.2.1 The validity of this contract is based on the following being in place:

- that the Hirer will carry out all relevant checks (see below) on all individuals employed/volunteer by their company / organisation who will work with or provide services to children on School premises under the contract;
- that the Hirer will keep and maintain records of such checks; and

- that the Hirer will allow a person authorised by the School to inspect such records at any reasonable time.
32. Failure to adhere to any of the above will mean that no part of the school will be let in future to the person(s) in default.

Reporting of Accidents, Incidents and Near Misses

1. The Hirer must immediately report to the School Site Team or Facilities Officer any accident, injury, illness, dangerous occurrence, fire, near miss, or incident (whether involving staff, participants, or members of the public) occurring during the period of hire or on school grounds. If this is at the 3G this must be reported to the School Business Manager within 48 hours.
2. Where the incident results in injury or damage, the Hirer must submit a written report within 48 hours of the event by email to **(insert contact details here)**.
3. The Hirer shall cooperate fully with any investigation carried out by the School or Local Authority, including providing witness statements, risk assessments, and any other relevant documentation.
4. The Hirer is responsible for ensuring adequate first aid provision, including a trained first aider present at all times, and that the location of the nearest Automated External Defibrillator (AED) is known.
5. The Hirer must keep their own record of all accidents and incidents occurring during the hire and, where applicable, comply with statutory reporting duties under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR) and other relevant health and safety legislation.
6. Any personal data collected in connection with incident reporting must be handled in accordance with applicable data protection laws.
7. Failure to report an accident or incident in accordance with this clause may result in immediate termination of the hire agreement and refusal of future bookings and may affect insurance coverage.

Key information for bookings using the 3G facilities

- We have a very busy diary/calendar for bookings during the winter season, it is imperative that all parties/bookings are prompt for their start and departure times to ensure fairness to all bookings using the 3G.
- Our Caretakers check the area each morning as part of their morning routine, however, please can you ensure you report any issues that arise during your booking and take any rubbish with you when you depart.
- Flood lighting - please ensure the padlock is put back on after your booking **(on the top lock)** along with ensuring the lights have been turned off.
- Parking - should you require parking, the school has issued each booking a key to the school padlock for the main gates, please use the school car park. **Under no circumstances are vehicles to park in the area around the 3G, both pathways and fields.** If the coach/manager needs to unload, then this is fine but there is to be no vehicle access for the wider booking in this area please.
- The John Frost School - **under no circumstances are you to use the school next door (John Frost).**
- Securing the school site - we are more than happy with issuing the keys to the school site to allow space for parking however it is the responsibility of the person leading the booking to

secure the site as you leave. The school gates must be closed for safeguarding and security purposes.

APPLICATION TO HIRE FACILITIES

I, (Mr / Mrs / Miss / Ms)			
Of, Address			
Telephone No:	Home:	Mobile:	
e-mail:			

Wish to apply to hire YSGOL GYFUN GWENT IS COED on behalf of:

Full name of organisation / group / activity:	
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Purpose of Use (please state exact purpose of use required e.g. meeting, training, concert, etc.)

Use of	
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Day, Dates & Times Required (please be specific):

Day	Facilities Required:	Group i.e. Jnr Training	One off Date	BLOCK BOOKING DATE RANGE		TIMES	
				Dates from	Dates to	Start Time <i>(inc. warm-up)</i>	End Time

Additional Information – please use this space for multi area lettings, further details for a one off letting, fixture listings, other changes (i.e. holiday cancellations) or equipment if required:

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INVOICE DETAILS

All charges will be made at the end of the month and raised by invoice through Newport City Council Central Debtors.

Please specify the invoice / bill details below:

Name of Debtor (Individual or Club):	
Contact Name (for invoicing):	
Address for invoicing:	
Telephone No:	
e-mail:	

COACHES / INSTRUCTORS

Any person/club/organisation applying to hire a sport or leisure facility for a booking that will consist of coaching/instruction must fill in the section below and provide the required documentation.

Please provide full names of coaches/instructors:

Confirmation of the letting will not be made until the following documents / references are provided:

	TICK LIST (included)	If document not included, please state reason below
DBS Document for each coach/instructor listed above		
Relevant Qualification for each coach/instructor listed above		
National Governing Body of Affiliation		
Relevant Public Liability Insurance		
First Aid Qualification		
Nominated Safeguarding Officer: Name(s)		
Name of person(s) who have completed basic child safeguarding training, name of course and date undertaken.		

e.g. Joe Bloggs https://paceuk.info/training/online-learning/keep-them-safe/ , 04/10/21		
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Please note that bookings will not be confirmed without completion of this booking form in full, and with all required supporting documentation. It is the responsibility of the club/representative hirer to inform the lettings team of any changes to the above list. Coaches/Instructors not listed above will not be permitted to coach/instruct as part of club sessions unless declared. Declaration of new coaches/instructors will require the relevant supporting documents per new coach/instructor.

If coaching/instruction is NOT undertaken during the hire period

I confirm that no coaching/instruction will be given to third party participants during associated period of hire (delete as appropriate) YES / NO

NOTE:

Please ensure that you are familiar with the cancellation periods in Section 7 of the 'Terms and Conditions'

I confirm that the information provided within this booking form is a true and current record and agree to **JOINTLY AND SEVERALLY UNDERTAKE** to abide by the following regulations numbered 1-31 by the policy and terms and conditions if my application to hire is granted. I understand that signing this document and application to hire will form a contract between myself and Ysgol Gyfun Gwent Is Coed on the terms set out in this document. N.B. You must be aged 18 or over to sign this form:

Name: _____

Signature: _____

Date: _____

Please return this form and supporting documents to: gwent.iscoed@ysgolioncasnewydd.cymru

Please allow sufficient time for the application to be considered and confirmed (at least 2 weeks).

A booking form does not constitute a confirmed booking and a booking should not be classed as confirmed until confirmation has been sent by the School Business Manager at Ysgol Gyfun Gwent Is Coed.

1. Please ensure all sections are completed and signed where requested.
2. A renewal deadline will be applied to all block bookings. If renewals are not made by this date, the space will be released and re-let.
3. Please report any problems/complaints to the School Business Manager
Email: gwent.iscoed@ysgolioncasnewydd.cymru
Telephone: 01633 851614

Internal Use Only:			
Booking Confirmed By (Name & Sign):			
Booking Confirmed Date:		Booking confirmation sent by (name):	
Booking added to lettings sheets by:		Booking confirmation sent by	Email