Blaenavon Heritage Voluntary Controlled Primary School



CHARGING & LETTINGS POLICY

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CoG:

USE OF EDUCATIONAL PREMISES OUTSIDE SCHOOL HOURS

SCHOOL LETTING POLICY

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BLAENAVON HERITAGE VC PRIMARY 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 Blaenavon Heritage VC Primary 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 Head Teacher;
- 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, educational and sporting clubs.
3. Use for fund raising activities organised by the Friends of the School or similar bodies included in priorities 1-3 above and meeting regularly in the school. Such activities may take the form of whist drives, 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. (If there are 'back to back' lettings the letting will be for 55 mins to allow for changeover).

The specific charge levied will be reviewed annually, during the Spring Term, by the appropriate sub-committee of the governing body, for implementation from the beginning of the next financial year, with effect from 1st April of that year. Current charges will be provided in advance of any letting being agreed.

MANAGEMENT AND ADMINISTRATION OF LETTINGS

The Head Teacher (school facilities)/Facilities Manager (leisure facilities) are responsible for the management of lettings. Where appropriate, the Head Teacher may delegate all or part of this responsibility to another member of staff, whilst retaining overall responsibility for the lettings process.

If the Head Teacher has any concern about whether a particular request for a letting is appropriate or not, s/he will consult with the chair of the appropriate sub-committee of the governing body, who is empowered to determine the issue on behalf of the governing body.

THE ADMINISTRATIVE PROCESS

Organisations seeking to hire the school premises should approach the Head Teacher/Facilities Manager *(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.

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 address.

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.

LETTING CHARGES

- **School Hall** (seats 240, includes Wi-Fi and projector facilities)
  Charges — £12.00 per hour
  £10.00 per hour w/o projector

- **Meeting Room** (seats 10 with Wi-Fi)
  Charges — £10.00 per hour

- **Sports Hall**
  Charges — £15.00 per hour

- **MUGA**
  Charges — £16.00 per hour w/o lights
  £22.00 per hour with lights

LEISURE CHARGES

Fitness Suite	£3.80
Fitness Suite (Concession)	£3.30
Junior Gym	£1.80
Gym Induction	£7.00
Monthly Gym Card	£22.00
Concession Monthly Gym Card	£18.00
Three monthly Gym Card	£60.00
Junior monthly Card	£14.00
Badminton	£7.50
Table Tennis	£5.50
Dance Studio Hire	£10.00 per hour
Sports Hall Hire	£15.00 per hour
MUGA Hire	£16.00 per hour
MUGA Hire (with lights)	£22.00 per hour
Racquet/Bat/Ball Hire	£2.00 per booking

FLYING START/BUSY BEES

Flying Start use a purpose-built section of the school building and the actual cost of using this part of the building will be recovered (for example but not exclusively to include utilities, wear and tear etc.), together with an additional fee to reflect the use and facilities management services, which will be agreed between Flying Start and the School Governing Body. The current annual charge is £20,000.

NB If use of facilities is outside of normal staff working hours, extra staff charges will be incurred on top of the hire fees.

CARETAKER CHARGES

Monday to Friday	£10 per hour
Saturday and Sunday	£20 per hour

NB Income from use of school facilities (school hall, meeting room, and indoor play) will be coded to the school budget. Income from use of the MUGA before 5.00pm, except if used by Leisure during school holidays, will be coded to the school.

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 governing body and any appropriate licences.

LICENCING

The governing body 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**

Torfaen County Borough Council 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 provide that the Council/school had in some way been negligent and that our negligence had resulted in that person being injured. It should be emphasised that the Torfaen County Borough Council 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 Employer's Liability Insurance. Any non-Torfaen County Borough Council organisation not exempt from this 1969 Act must hold its own Employer's 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 Torfaen County Borough Council 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 Torfaen County Borough Council 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 rooms including equipment within and Wi-Fi (this includes the dining hall for activities which are non-sporting, such as meetings, Brownies, seminars etc.).	VAT exempt. However, if a separate charge is made for equipment, this element is VAT liable.
MUGA/Sports Hall	VAT chargeable at standard rate

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 Cleaning and 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.

FIRE/EVACUATION PROCEDURE

See 'Conditions of Hire' on back of Leisure/School Facilities Booking Application Form (Appendix 1).

CHILD PROTECTION

See 'Conditions of Hire' on back of Leisure/School Facilities Booking Application Form (Appendix 1).

PUBLICATION AND REVIEW

The Governing Body will make copies of this policy available to all those who request a copy, in accordance with the school's Freedom of Information Publication Scheme.

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

COVID PRECAUTIONS

Due to the current pandemic with Coronavirus (Covid-19) the Leisure Centre has been closed for long periods since March 2020.

Before the facility could re-open, when lockdown restrictions were eased, risk assessments were carried out to ensure that practises were in place to try and mitigate against the spreading/catching of the virus while using the facility for staff and users. These measures included Track and Trace, floor markings, cleaning procedures, face masks for staff etc.

Meetings with Torfaen's Health & Safety Officer were held for guidance before re-opening.

(Appendix 1)

Leisure/School Facilities Booking Application Form

Name of application/organisation: _____

Name of organisation representative: _____

Address of applicant/organisation: _____

_____

Postcode: _____ Email: _____

Email: _____

Telephone Nos: HOME: _____ WORK: _____

MOBILE: _____

Type of Event/Activity: _____

Facility Required – Please ✓ Sports Hall ☐ MUGA ☐ School Hall ☐ Meeting Room ☐

Day/Date(s) Required: _____

Time(s) Required: FROM: _____ TO: _____

Estimated Numbers Attending: _____

Extra Equipment/Layout Required: _____

_____

Any Other Requirements or Information: _____

_____

_____

Payment Method – Please ✓: CASH ☐ CHEQUE ☐

Completed booking application forms should be returned to: The Facilities Manager, Blaenavon Heritage VC Primary School, Middle Coed Cae Road, BLAENAVON, Torfaen NP4 9AW

PLEASE NOTE THIS IS A BOOKING REQUEST ONLY AND SHOULD NOT BE SEEN AS CONFIRMATION UNTIL CONTACTED BY THE FACILITIES MANAGER.

I have read the ''Conditions of Hire'' applicable to the hire of facilities and confirm that I/the organisation on whose behalf I am applying accepts them without reservation and agree to be bound by them.

Signature: _____ Designation: _____ Date: _____

_____

OFFICE USE ONLY

Date Received: _____ **Fee: _____**

Confirmation: _____ **Method of Payment:** CASH ☐ CHEQUE ☐

STANDARD RATED CONDITIONS OF HIRE

HIRE FEES

Payment must be made IN ADVANCE or ON ARRIVAL.
Failure to make prompt payment as agreed will result in all future bookings being cancelled.
Cheques should be made payable to 'Torfaen CBC'.

CANCELLATION

Should the hirer wish to cancel any confirmed booking, written notice must be given at least 4 weeks before the date of the booking. If less than 4 weeks' notice is given, the hirer will be responsible for payment of fees due, unless a replacement booking is obtained.
A minimum of 48 hours' notice is required to cancel a booking but, where the School has incurred any costs, the hirer will be liable to pay such costs. Should no notice of cancellation be received then payment will be due in full.

- The School/TCBC reserves the right to cancel any agreed booking due to extenuating circumstances, ie weather conditions, or giving 7 days written notice. Any fees paid will be refunded.
- A standard hire charge will normally apply. The School/TCBC reserves the right to vary these charges and will in any event give the applicant details of the charges to be made.
- The Facilities Manager reserves the right to withdraw use of facilities at any time. No liability can be accepted for any expenditure sustained by the hiring organisation. The hiring organisation will be liable for the full cost of reinstatement from damage to the facility, property, or equipment or any losses sustained.
- No organisation may grant broadcast or filming rights without the prior consent of the School. The hirer must obtain permission for the inclusion of any advertising, hoarding, placards, etc and should not remove any of the same erected by the School.
- The right to use facilities or equipment is not transferrable.
- The School/TCBC disclaims all liability howsoever and by whosoever caused, for any accident, damage, personal injury or loss which might be incurred.
- All bookings are accepted on the understanding that rules and regulations of the leisure facility will be strictly adhered.
- Any bookings which extend beyond the allotted time is liable to an excess charge equivalent to at least twice the hourly booking fee, plus an additional fee for any labour and/or overtime costs incurred.
- The hirer is to be responsible for the administration, organisation and running of the particular session/game. The hirer is also responsible for the supervision and control of vehicles, spectators, competitors and officials.
- The hirer shall insure against the death or injury to any third party and damage of property belonging to third parties arising out of the use of the facilities during the period of hire. The hirer shall provide proof of such insurance on request (hirers not providing insurance may request alternative arrangements with the Facilities Manager).
- The hirer shall, at all times, obey the proper instructions of the Facilities Manager or other appropriate officers of the School/TCBC given for the safe guarding of life, limb or the preservation of the Schools/TCBC's property in and about the facility.
- The Facilities Manager reserves absolute discretion to refuse the admission of, or to evict any person from the premises/facility.
- No collections, games of chance, sweepstakes or lotteries, nor any betting may be conducted on the premises without the prior consent of the Facilities Manager.
- No hirer may introduce, or permit to allow to be introduced, into the facility any vending machines or sales or vehicle for the purpose of selling ice-cream, confectionary, refreshments of any description or goods or service of any description without prior consent of the School, and payment of the prescribed charges therefore.
- The School/TCBC has a 'No Smoking' policy throughout its offices and buildings. Smoking is prohibited within the facilities.
- Clubs/groups/organisations hiring facilities should note that only 55 minutes is guaranteed for sports hall bookings in every one hour booked, to allow for changeover.
- We are required to comply with the Data Protection Act 1998 when processing your personal data. This means we have a responsibility to process your personal data fairly and lawfully, in accordance with the principles of the Data protection Act 1998.

HEALTH & SAFETY GUIDELINES FOR USERS

The Hirer is responsible for ensuring all users:

- Wear the appropriate clothing and footwear for the activity.
- Wear footwear that is clean, particularly for indoor use, ie 5-a-side, badminton etc.
- Are aware of the locations of the fire exits and assembly points in case of an emergency or evacuation drill.
- Junior clubs should have a child protection policy and officer in place.
- Make the Leisure Supervisor aware of any special needs, particularly where assistance may be required in the event of an evacuation from the building.
- Report any damage/concerns regards equipment/ facilities to the Leisure Supervisor.
- Do not mistreat equipment or facilities.
- Only use plastic drinks bottles when using any facility, including changing rooms.
- Deposit rubbish in the bins provided.
- Respect others using the facility by moderating language and behaviour.
- Take responsibility for their own Health & Safety and that of others.
- Someone from the Club/Group booking an activity should report to Reception before commencing. **The activity must be paid for before commencing.**
- If the facility booked is not clean or ready for use, please speak to a member of staff who can deal with your request.