

*Ysgol Heol Goffa is an attachment aware school. An attachment aware school is one in which everyone can feel safe. An attachment aware school is one in which children can learn because they feel safe.*



## LETTINGS POLICY

*Our aim is to open the doors to the future by providing a happy, caring community where all have equal worth, are respected, and inspired to achieve the best for themselves and others.*

Date written: July 2018      Author: Nikki Symmons

Date/s approved by Governing Body: 9.2.24, 28.11.24, 17.10.25

Date/s reviewed – June 2021, February 24

Signed: *C Hopkins*      HEADTEACHER      Date: 09.02.24

Signed: *O Jenkins*      CHAIR OF GOVERNORS      Date: 9.02.24

### 1. Applications

All applications for the letting of premises at Ysgol Heol Goffa to be made in writing to the Headteacher, or his nominated official, who will supply the appropriate letting forms for completion and signature by the Hirer.

### 2. Correspondence

All correspondence should be addressed to: The Headteacher, Ysgol Heol Goffa, Heol Goffa, Llanelli, SA15 3LS, who will act on behalf of the school.

### 3. Venue

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.

### 4. 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.

### 5. Payment, Insurance and Confirmation

- Block Bookings – On return of the completed Letting Application Form, the Hirer will be invoiced on a half-termly basis or on completion of the block booking.
- Special Bookings – On return of the signed Letting Application Form, the Hirer must enclose a deposit of 50% of the basic hire charge as shown on the attached Scale of Charges. 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.
- 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 organizations 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 £2 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 contact the school by telephone at least five days before the event to ensure that all arrangements are confirmed.

## 6. Cancellation

### By the Hirer

Block bookings: In the case of a cancellation of a block booking, the Hirer shall pay to the school the full amount of the basic hire charge together with any other losses whatsoever incurred by the school as a result of the cancellation.

Special Bookings: In the case of a cancellation of a special booking, the Hirer will forfeit any deposit paid.

### By the School

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 School the holding of the event or its general nature or the entertainment or 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 the School will return to the Hirer any deposit paid.

## 7. 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.

## 8. 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.

## 9. 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.

## 10. 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 part 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.

#### 11. Structural Alterations

The Hirer shall not carry out 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.

#### 12. 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 incidental to the hiring.

#### 13. Animals

No dogs or any other animals will be admitted to the facility except guide or assistance dogs, and the person exercising control of such a dog shall comply with any instructions given by or on behalf of the school.

#### 14. Supervision

The school reserves the right to supervise all functions, but special arrangements can be made with the School to enable the Hirer to utilize his/her own staff, Management in order that the Hirer can introduce his own staff, which provision shall be included in the Letting Agreement between the School and the Hirer.

#### 15. Sub Letting

The Hirer shall not sub-let the premises/facility or assign any provision in the Letting Agreement without the previous consent of the school.

#### 16. Gambling and Intoxicants

- 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.
- 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 involves the consumption of intoxicants and will approve such letting in appropriate cases.

#### 17. Broadcasting

No Hirer shall grant sound or television broadcasting or filming rights at the premises without the prior written conditional consent of the school.

#### 18. 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.

#### 19. 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 Services,



Operations Department, St David's Park, Carmarthen to whom such an application form must be sent.

#### 20. 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.

#### 21. 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 the hiring the school for an event that would involve the need for a Licence.

#### 22. Photographs

No cameras or other photographic apparatus may be brought into the premises/facility for commercial purposes without written permission of the school.

#### 23. Notices etc. To Be Given

The Hirer undertakes to 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 Hirer further agrees 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 notice boards 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 notice boards.

#### 24. 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.**



Ysgol Heol Goffa

APPLICATION FOR LETTING OUTSIDE SCHOOL HOURS

This application form is to be completed and sent to the Headteacher. NOT LESS THAN FOURTEEN DAYS CLEAR NOTICE OF BOOKING MUST BE GIVEN. No use of the school can be made without the prior consent of the Headteacher.

NAME OF CLUB/ORGANISATION.....

NAME OF RESPONSIBLE PERSON WHO WILL BE PRESENT DURING THE WHOLE OF THE LETTING  
.....

ADDRESS.....

TEL: (HOME)..... TEL:(BUSINESS) .....

EVENT/ACTIVITY Please indicate exact nature of use of premises.  
.....

FACILITIES REQUIRED.....

DATE(S) AND TIME(S).....

EQUIPMENT/SPECIAL ARRANGEMENTS.....  
.....

I hereby agree to be bound by the Terms and Conditions of Letting, a copy of which I have received, and by the charges applicable. The signing of this agreement will give rise to a formal contract between myself (ourselves) and School.

Signature..... Date.....

Full name of signatory.....

Position in organization.....

**NB Organisations must possess their own Public Liability Policy.**



## CONDITIONS OF LETTING

The Hirer agrees:

1. To observe the Council/School regulation that no money be paid to the Caretaker in respect of the letting since it is understood that the remuneration to the Caretaker in respect of additional duties occasioned by the letting will be the responsibility of the school. However, payment of the actual cost of a letting may be given to the Attendant present.
2. To pay the school all expenses which may be incurred by them in repairing and making good any part of the school buildings or of the furniture and effects therein, which may be damaged or destroyed by/or in consequence of my/our use of the school.
3. To ensure that the facilities used are left in good order.
4. To ensure that no intoxicants are sold on school premises.
5. To ensure that appropriate supervision is afforded to all persons present on the premises as a consequence of the letting and that where the activities so demand the supervisors possess adequate qualifications.
6. To ensure the premises are immediately vacated at the end of the booking. An additional stay will incur an extra charge.
7. Those lettings will normally only be allowed between 4.00 p.m. and 9.30 p.m. during weekdays and 10.00 a.m. and 6.00 p.m. at weekends.
8. The school will make the decision as to whether the Caretaker/Attendant is to be present throughout the whole period of the letting. In those situations where the school has decided that it is not necessary for the Caretaker/Attendant to be present during the whole letting and it is subsequently discovered that he/she has been called out during the period of the letting, the Hirer will be liable to pay the additional costs incurred if the request to attend is unjustified.
9. That a letting fee will be charged to each organisation irrespective of shared use of educational establishments.
10. That the Council/School reserves the right to consider on merit applications for the use of educational establishments.
11. That the level of charges for the use of school premises will be revised in April of each year by the School's Governing Body.

## PARKING OF VEHICLES ON EDUCATION PREMISES

The Council and the School does not accept responsibility for any injuries received, or for loss or damage to property or vehicles belonging to any person, such injury, loss or damage being the result of the use of a vehicle in or upon any educational premises or any part thereof.

Any damage to educational property by any vehicle will be the responsibility of the owners of such vehicle.

## PERFORMING RIGHTS

Where educational premises are hired for purposes of entertainment involving music, concerts, or such like and for which an admission charge is made, the Hirer must possess the necessary Performing Rights Consent Form.



YSGOL HEOL GOFFA

CONFIRMATION FOR LETTING OUTSIDE SCHOOL HOURS

NAME OF APPLICANT.....

DATE OF LETTING.....

Your application has been duly received by me, and I hereby grant you permission to use the following facilities at the school.

.....  
.....

from.....am/pm to.....am/pm

for the purpose of.....

.....

The premises will be available for use at.....am/pm.

**This form must be shown to the Caretaker/Attendant prior to each letting (if more than one) or handed to the Caretaker/Attendant if only one letting.**

As indicated on your application the person responsible during the letting is:

.....  
.....  
.....

SIGNED..... DATE.....  
Headteacher.