



Glan Llyn Primary School
Ysgol Gynradd **Glan Llyn**



Newport City Council

Glan Llyn Primary School Letting Policy

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The Governing Body is committed to ensure that the premises at our school are used for the benefit of the whole local community. The education of students is the prime purpose of our school, however we believe education is a lifelong process which should be open and accessible to all. This policy outlines the facilities available, the charges and the responsibilities of the Governors and the users when the school premises are hired.

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

Glan Llyn Primary School, in accordance with the Authority’s expectations, give priority to the needs of the school for all facilities.

Subject to the needs of the school, we reserve the right to ONLY commit to lettings that prove a benefit to the school and local community.

Priorities for lettings are as followed;

1. Use for local residents on Glan Llyn estate
2. Use by professional educational and sporting clubs that provide a clear plan of how the facility is being used to benefit the Glan Llyn community.
3. Use for fund raising activities organised by the PTFA or similar bodies, meeting regularly in the school and should be accommodated if this can be done without interfering with the normal working of the school.

In the event of the school premises being required for the educational activities of the school itself, the school 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.

FACILITIES AVAILABLE

At Glan Llyn we are lucky to have the following facilities available to let;

Large 3G Pitch with Lighting

Please note that there will be no changing/ toilet facilities available at this time.

Currently we are not letting out any internal rooms- this will be readdressed in the future.

Access to the site will be exclusively via the community entrance opposite the Bellway site. There will be no access permitted to the main school site or Forest School area.

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';

LETTINGS COSTS

Facility	Cost for 1 Hour
3G Pitch	£50.00

KEYHOLDING

Applications will be considered by established professional clubs (registered with the recognised body for their sport) to hold a key for the community entrance to allow additional times of hire for the facilities in accordance with the conditions highlighted in the key holder contract. The success of an application remains subject to the discretion of the Headteacher and/or governing body. It is the responsibility of the key holder to ensure that the 3G pitch gate and the Bellway gate are both locked upon leaving.

All professional keyholders should have an up-to-date Enhanced DBS Check and provide the school with their up-to-date DBS number on an annual basis.

THE ADMINISTRATIVE PROCESS

Organisations seeking to hire the school premises should contact the school office, who will identify their requirements and clarify the facilities available. In order for a letting to be reviewed the school will need to be in receipt of the following documents;

- a completed booking form (Appendix B)
- signed hire agreement (Appendix A)
- of a copy of all relevant insurance including public liability insurance with a minimum of £5 million cover
- a proposal for the pitch use.

Once these documents are received, please allow up to 15 working days for the school to review, the decision will then be communicated with the hirer and an acceptance of the booking will be signed and returned to confirm any agreed bookings.

APPROVAL/REFUSAL OF LETTINGS

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 Headteacher and Governing Body reserve the right to decline any applications at their absolute discretion, in particular where the organisation does not uphold the values of the school, or reputational damage may occur. The Headteacher and Governing Body reserve the right to refuse to enter into a hire agreement with any individual or organisation that does not display the expected respectful behaviours towards Newport City Council employees and premises.

The decision of the Headteacher and Governing Body is final and no further correspondence will be entered into.

CONDITIONS OF USE

All hirers including continual long-term lettings must adhere to the Hiring Agreement (Appendix A), which must be signed before the premises can be used; and in the case of long term lettings must be renewed every twelve months.

Tariffs will be regularly reviewed and amended in accordance with market conditions and this review process may take place in line with the policy review or separately and is at the discretion of the Head Teacher and/or the Governing Body.

MANAGEMENT AND ADMINISTRATION OF LETTINGS

The School Business Manager, in consultation with the Headteacher is responsible for the management of lettings. They reserve the right to limit bookings for administration and management purposes. They reserve the right to terminate any letting agreement with immediate effect if a hirer or people attending the site during the agreed time slot do not adhere to any part of the agreement. The conduct of any person attending an activity on the facility or under any organisation that names the facility in their marketing should ensure they demonstrate positive behaviours at all time. If the name of the school is brought into any disputes regarding individuals' conduct, we reserve the right to immediately review the agreement.

APPENDIX A

HIRE AGREEMENT

APPLICATION

- All communication for the hire of the premises must be returned to the school office at Glan Llyn Primary School.
- The Hirer shall not sub-let or part with possession of the school or any part thereof
- The school reserves the right to request further information about the individual or group who are requesting to let the facilities.
- The Applicant who signs this form must be over 18 years of age and shall be responsible for all payments and terms of hire.

FEES AND DEPOSIT

- The hiring fee shall be paid to Glan Llyn Primary School on receipt of invoice.
- For long term bookings an expected payment schedule will be arranged by the School.
- Charges may be liable to be increased at the school's discretion at any time.

CANCELLATION

- If the Hirer cancels or postpones a booking and if less than 28 DAYS notice is given, full fees will be forfeited.
- If sufficient notice is given the fees may be refunded but a fee may be retained to cover administration costs.
- The Head teacher must receive a letter of cancellation before a booking can be cancelled.
- The Head Teacher reserves the right to cancel this hiring (or some part of it) without notice in the event of the premises being rendered unfit or unavailable for use. In that event the Applicant shall be entitled only to a refund of the hiring fee.
- The School will not be responsible for any loss or damage suffered by the Hirer or any other person in the event of the facilities not being available by reason of war, civil commotion, force manoeuvre, strike or any other industrial action, accident, natural disaster or other like cause.

- The School may in such event, at its discretion return any fees paid, but will not pay any other compensation in respect, of such loss or damage.

PERMISSION TO USE THE PREMISES

- The Applicant may use the premises for the purposes stated and no other purposes on payment of the hiring fee, proof of relevant insurances and acceptance of the terms of this permission.
- The school reserves the right any time to postpone a letting if it requires the use of the school facilities for its own purposes or for circumstances beyond its control. We will endeavour to provide suitable notice (minimum of 2 weeks where ever possible) in these circumstances.
- In the event of the premises not being vacated by the agreed stated finishing time, an additional charge per hour or part thereof will be implemented, the amount of this charge is detailed in the tariff document.

APPLICANTS UNDERTAKINGS

The Applicant shall:

- Be responsible for the premises and the behaviour of all persons connected with the hiring and their car parking arrangements so as to avoid any obstruction.
- Take all precautions for the safety of all persons entering/using the Premises during the period of hire.
- Prevent the premises being used in such a way which does or may cause a nuisance or annoyance to others in the vicinity.
- Prevent damage to any part of the premises and be liable for any damage to the premises connected with the hiring.
- In the event of any damage to the premises connected with the hiring to pay to the Head Teacher on demand the costs of any such repair and any loss of income resulting from the premises not being used which is attributable to the damage.
- Not move or alter or add to any furniture or equipment or electrical or heating or lighting systems at the premises without the prior agreement of the Head Teacher.
- Not bring any equipment (e.g computers, sports, music PA) whatever nature on to the property except with the prior written consent of the Head Teacher. Agreement to be made at the time of booking.

- Prevent the consumption of alcohol and gambling and gaming on the premises unless the prior written approval of the Head Teacher has been obtained and all legal requirements are met in full.
- Obtain any necessary consent and comply with all regulations connected with the permitted use of the premises (for example, copyright, performing rights licensing and gaming laws fire and health and safety requirements).
- The Applicant confirms that s/he is sufficiently insured, including public liability cover in support of this indemnity and produce to the Head Teacher evidence of such insurance.
- Ensure Adequate Insurance is taken out for the event.
- Failure to produce satisfactory evidence of such insurance may result in cancellation at any time of the hiring by the Head Teacher in which case we reserve the right to hold any fees paid to cover administration fees and loss of earning that could otherwise have been gained.
- Smoking on any part of the premises is strictly forbidden.
- Observe any security requirements for the use of the premises as the Head Teacher may specify.
- Observe any health and safety requirements for the use of the premises that the Head Teacher may specify.
- In order to comply with Safety Regulations NO form of GAS CYLINDERS will be permitted on the premises. It shall be lawful for the school's representatives to remove or to have removed from the premises any said items not complying with the Regulations.
- It is the Hirers responsibility to ensure that the all facilities used are returned to the condition they were found in (this includes the collection and disposal of litter). The premises are to be left in a clean and tidy condition and securely locked (if appropriate)
- The Hirer shall take every care to ensure that no undesirable person is permitted to enter or remain in the premises or otherwise make use of the facilities, and shall be responsible for good order and conduct during the term of the engagement.
- The Hirer shall not permit the Exit Doors/Gates to be interfered with or otherwise obstructed in any way.
- Except with the prior written consent of the School: -
 - No alterations or additions shall be made to the lighting, heating, seating, fittings, fixtures or other arrangements on the premises.

- No decorations, flags or emblems will be permitted, unless by prior consent of the School and they are made of the approved standard flame-retardant fabrics.
- Posters or placards will be permitted only at the approved places and the name of the Hirer shall be placed in a prominent position such correspondence. A copy of all posters and advertising information should be forwarded to the Head Teacher prior to circulation.
- Conduct themselves in an appropriate way at all times that does not reflect negatively upon the school. Do not bring the schools name into distribute for any reason.

DAMAGE OR LOSS ARISING FROM HIRE

- The Hirer shall meet the cost of making good any damage to the building, goods or other property either of the School or of any other person caused during the period of, or arising in connection with, the hiring, (except such damage caused or arising from the act of the School or its employees).
- In the event of any damage arising from the hiring, the Hirer will be notified at the first opportunity and if reasonable and possible, given the opportunity to inspect the damage.
- The School will not accept for safe-keeping from any person any article or property which may be left on the premises during or after a booking has finished and the responsibility for such safe-keeping will devolve upon the Hirer.
- The School will not be responsible for any loss or damage to person or property arising during or in connection with the hire other than such loss or damage for which the School may be legally liable.

CARS & OTHER VEHICLES

- The Hirer shall ensure that no car or vehicle used in connection with or in attendance at the hire is parked in an unauthorised or dangerous position, and that any instructions given by the School in regard to parking are strictly observed. No cars should park in a way that obstructs the paths or highway and should not cause any damage to the ground surrounding the school. Parking is strictly in the bays provided only- no access to the school car park will be provided.
- IT IS ESSENTIAL THAT PARKING IN RELATION TO ANY BOOKINGS IS MONITORED AND MANAGED BY THE HIRER. As part of this agreement a nominated 'Parking Warden' should be named and visible at start and end of the sessions to ensure pick up

and drop off runs smoothly with parking in designated bays only. Any breaches in parking in the community that can be linked to a booking, may result in a hire agreement being dissolved.

- Those attending the hire are responsible for the safety of their vehicles and the contents thereof, and the School will not in the absence of liability accept responsibility for any loss or damage caused to vehicles or their contents during or in connection with the hirer



GENERAL

- The Head Teacher gives no warranty that the premises are legally or physically fit or suitable for the Applicant's purposes and the Applicant must satisfy him/herself as to its suitability.
- The Head Teacher and all persons authorised by the Head Teacher has the right to enter the premises at all times.
- The hiring does not grant any interest or estate in the premises.
- The Hirer shall have the use of the accommodation for the period and purposes stated on the booking form only, and he or she will be responsible for ensuring that the premises are

vacated by the finishing time stated on the Form at the time of booking, or as subsequently amended.

- All amendments must be agreed in writing with the Head Teacher.

REPORTING OF ACCIDENTS, INCIDENTS & NEAR MISSES

- The Hirer must immediately report to the School Site Team or School Business Manager 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. Please see attached Incident Reporting Form (Appendix C)
- Where the incident results in injury or damage, the Hirer must submit a written report within 48 hours of the event by email to glanllyn.primary@newportschools.wales.
- 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.
- The Hirer is responsible for ensuring adequate first aid provision, including a trained first aider present at all times, please note that the nearest AED is located at the Llanwern Bull.
- 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. A copy of these records should also be shared with the school.
- The school maintains the right to request sight of the hirers accident book for sessions taking place at the facility.
- Any personal data collected in connection with incident reporting must be handled in accordance with applicable data protection laws.

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.

EMERGENCY PROCEDURES

- Whilst using the facilities, should you identify a suspected fire the keyholder/ hirer is responsible for raising the alarm and calling 999 immediately. You should then follow the instructions of emergency services with the Hirer taking the role of incident controller.
- In the case of an emergency, hirers should notify the SBM on mobile number provided upon confirmation of the booking.

DECLARATION

I have read and fully understood the conditions of hire, copies of which are retained by me, and I agree to abide by and conform to the same.

I further understand that my booking will not be confirmed until I return this form to the above address.

I further understand that I must provide all the necessary assurances and documentation as specified; failure to do so will prevent the booking from proceeding. In these circumstances full payment for the letting will still be due to the school.

An invoice if applicable will follow on the return of the completed form. All cheques to be made payable to Glan Llyn Primary School. Full payment must be made before hiring can take place.

I _____ (Print name)

accept the above terms of hire.

SIGNED _____ (Applicant)

Date

Glan Llyn Primary School holds the right to amend this policy without prior agreement with the hirer. Any changes will be passed on to the hirer within one month of the amendment.

For office use only

Booking Acceptance

Accepted

☐

Rejected

☐

Any relevant Comments: _____

Signed: _____

Date: _____

APPENDIX B

BOOKING FORM

Application form for hire of:	
School Name	Glan Llyn Primary School
Dates of use	Start Date: End Date: Any Exceptions:
Hours of use	
Purpose of Hire	
Applicant/Organisation Name	
Applicant's Address	
Applicant's Telephone Number	
Agreed Hiring Rate	
Total Charge	
Named Parking Warden	
Any special requirements	

APPENDIX C

Incident Reporting Form

Name of hirer:	
Name of Injured Person	
Date of incident	
Time of incident	
Details of incident	
Injury sustained	
Dealt with by First Aider	☐ Hospital Attended ☐
Key Holder Responsible at time of incident	Name: Contact Phone number:

Signed
Injured Person:

Key Holder:

FOR OFFICE USE ONLY	
Date Incident Reported	
Any Actions required	