**HOW TO USE THIS FORM:**

 **Pages 1 – 2:** Please familiarise yourself with the School’s Community Use Policy

 **Pages 3 – 6:** Please familiarise yourself with the Terms & Conditions of Hire

 **Pages 7 – 9:** Please complete the Application to hire facilities

**Community Use Policy**

**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 letting 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 Bassaleg School is responsible for setting charges for the letting of the Schools 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”

The charges levied will be reviewed annually, during the spring term, by the Director of Business 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. Where appropriate, the Headteacher may delegate all or part of this responsibility to other members of staff, 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, a letter 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 of affiliation to recognised organisations for example the FAW or WRU, DBS details and 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.)

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 initially 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.

**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).

**FACILITY DETAILS**

**What we have to offer:**

**Sports Pitches:**

* 1 x 4G pitch – Pitch has been installed to meet both IRB & FIFA standards

**PRICE LIST 1ST APRIL 2022 - £70 per hour – Monday to Friday (Full pitch)**

**PRICE LIST 1ST APRIL 2022 - £50 per hour – Saturday & Sunday (Full pitch)**

**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 BASSALEG SCHOOL**

In consideration of you granting us a license to use part of **BASSALEG SCHOOL**

We the undersigned, JOINTLY & SEVERALLY UNDERTAKE to abide by the following regulations numbered 1-35

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 contracted for use)**

1. 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.
2. The school operates a strict 14-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.
3. 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.
4. The pitch must be vacated as soon as the session finishes and 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.
5. Notice of cancellation of booking(s) must be made to the School as follows:
	1. **Regular block booking cancellation of a one-off date** - within 72hrs of the allocated booking time, 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.
	2. **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
	3. **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.
6. 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 facility 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 to be cancelled, reasonable notice will be given.
7. 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.
8. 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.
9. 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 or bring onto the premises anything which may involve increased risk of damage, fire or invalidate any policy of insurance in respect of the premises.
10. 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.
11. **The hirer shall be responsible for any damage which may occur to the facility and adjacent premises during the period of hire or while persons are entering or leaving the facility 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, his servants, agents or any person resorting to the use of the facility by the hirer. The Governing Body advises that groups/clubs take out an insurance policy to cover this indemnity.**
12. 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.
13. The Hirer shall be responsible that good order is kept in the facility during the period of hire.
14. The Governing Body reserve the right to end any entertainment or meeting not properly conducted.
15. No bolts, tacks, screws, bits, pins or other like objects shall be driven into any part of the facility nor shall any advertisement of notice be placed on the facility.
16. All doors giving access to the facility shall be kept unfastened and unobstructed and immediately available for exit during the whole of the period of hire.
17. No Additional lights or extensions from existing electric lights are to be installed.
18. No additional equipment outside of standard training equipment should be brought onto the premises for use by the hirer and all equipment should be taken away at the end of each session unless a prior arrangement has been separately agreed and signed.
19. The Council accepts no responsibility for any property left on the premises after the hiring.
20. 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 any time during the period of hire.
21. It is the Hirers responsibility to ensure that approved footwear is worn. No outdoor footwear must be worn in the Gym. No metal studs or blades of any description are allowed on the 4G pitches. Moulded studs only are permitted.
22. Raffles, prize draws and the selling of goods must not take place in the school unless by prior consent of the Headteacher or The Governing Body.
23. At the commencement of each session, the hirer must report to the Community Use Officer to book in.
24. As of 1st March 2021, the Welsh Government has brought into force a NO SMOKING policy on the school site and grounds. It is the responsibility of the hirer to communicate all School policies & the conditions of hire to all stakeholders of their club / organisation.

 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).

 Only assistance dogs are allowed on the school site and it is the responsibility of the hirer to communicate this to all stakeholders of their club / organisation.

1. Changing facilities are not unisex but are a shared facility used by all hirers on site. Toilet facilities are available in the changing rooms, no other school building should be entered.

1. No equipment to be left on school premises in between periods of hire unless previously agreed.
2. 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 a 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.
3. 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.
4. 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:
	1. Notification to the Community Use Officer in the event of an emergency
	2. Making contact with the emergency services in the event of an emergency
	3. First aid arrangements for the letting and associated users
	4. Evacuation and vacation of the facility in the event that the fire alarm sounds or for any other reason if notified by the Community Use Officer (please note that the fire alarm is an intermittent alarm sound)
	5. 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.
5. **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.

32. **Child Safeguarding Procedures**

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

32.1 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.***

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

* + 1. The Hirer will note on the Booking Form the identity and contact details of their designated safeguarding lead for child protection.
		2. The Hirer will ensure that any adults carrying out activities are DBS checked and written confirmation will be required (Affiliation to recognised organisations, for example the FAW / WRU will also be accepted as evidence)
* The Hirer will ensure that any adults carrying out activities have received at least the basic child protection training advised by their respective organisation / regulatory body (for example, FAW or WRU).

32.5 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.

* 1. **Child Safeguarding Legislation**

33.1 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

33.2 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 by or who volunteer for 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.

34. 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.

35. Conditions of the planning permission for Community Use state that only the Griffin car park can be used for Community Use and that the floodlights need to be switched off at 9 pm. It is a condition of use that all stakeholders park in the correct car park.

**APPLICATION TO HIRE FACILITIES**

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

Wish to apply to hire Bassaleg School on behalf of:

|  |  |
| --- | --- |
| Organisation  |  |
| Of, Address |  |
| Telephone No: | Home: Mobile: |
| e-mail: |  |

Purpose of Use (please state exact purpose of use required e.g. meeting, training, concert, etc.)

|  |
| --- |
|  |
| 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 ***(inc. warm-up)*** | End Time |
|  | *4G Pitch* |  | *N/A* |  |  |  |  |
|  |  |  |  |  |  |  |  |
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|  |  |  |  |  |  |  |  |
| 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: |
| *e.g. no training during any school holiday* |

**INVOICE DETAILS**

**All charges will be made by 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: | Home: Mobile: |
| e-mail: |  |

**COACHES / INSTRUCTORS**

Any person/club/organisation applying to hire sport or leisure facilities 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:1.2.3.4. |

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

**If your affiliation with the relevant Governing Body also includes public liability insurance or any other stated requirement, please state this alongside your affiliation number and provide proof of affiliation.**

|  |  |  |
| --- | --- | --- |
|  | **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) |  |  |

***NOTE: Please ensure that you are familiar with the cancellation periods in Section 6 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 1-35 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 Bassaleg School 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: bassaleg.community@newportschools.wales

or by post to Bassaleg School, Forge Lane, Bassaleg, Newport, NP10 8NF

1. 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 Bassaleg community, Bassaleg School. A site visit by the named person is also required prior to the booking commencing.**
2. Please ensure all sections are completed and signed where requested.
3. 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.
4. Please report any problems/complaints to our email address at: bassaleg.community@newportschools.wales
5. Please call 01633 892191 – Monday to Friday 8.00 am to 4.30 pm.

|  |
| --- |
| **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 (delete as appropriate)  | Post / Email |