

# Bishop Rawstorne Church of England Academy

## LETTINGS POLICY AND HIRING AGREEMENT 2015 — 2016

**Aspire Believe Achieve**

This policy document and the content contained therein remains the responsibility of the Headteacher, the Governing Body and Trustees of the Academy. No amendments can be made without their express instruction and they remain the final arbiters in any matters relating to it.

Review Date: 23 February 2015

Next Review Date: November 2016

Reviewed By: Mrs L Hood

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APPROVED BY THE FINANCE AND RESOURCES MEETING 23 NOVEMBER 2015

## **Introduction**

The Governors of Bishop Rawstorne Church of England Academy are fully committed to developing the school as a community facility, to encourage life-long learning and to promote the health and well being of both adults and children in the area. The Governing Body therefore welcome the use of the school's premises for a variety of community and leisure purposes.

## **Rationale**

Priority is given during the normal school day to the education of the school's students. Outside those hours, the facilities are available for hire to organisations in the community.

'Community' means, initially, the five foundation parishes of Croston, Bretherton, Eccleston, Mawdesley-with-Bispham and Wrightington-with-Heskin.

Applications for use of school facilities from any organisation within the five parishes will be favourably considered.

## **Charges**

The Governing Body of Bishop Rawstorne reserve the right to make a charge for the use of the school's premises. The charge will vary as detailed in the 'Application for use of the School Premises'

## **VAT**

VAT is normally chargeable only on lettings of sports facilities (a concession may be available from HMRC if certain conditions are met (see appendix B).)

## **Application Procedures**

All applications and enquiries should be made via Schools Lettings Solutions, telephone 01772 830377.

## **Cancellations**

If the school finds it necessary to cancel a booking, as much notice as possible will be given and where possible, alternative accommodation will be offered. If this is not possible, a refund will be made. The school accepts no liability in respect of commitments incurred by the hirer due to such cancellations.

## **Lettings Policy and Hiring Agreement**

The school is working in partnership with SLS (Schools Lettings Solutions) to develop facility lettings, adult education provision and school holiday activities.

The Bishop Rawstone Lettings Policy and Hiring Agreement for Buildings and Grounds is drawn up by a Committee of the Governing Body and staff of Bishop Rawstone Church of England Academy and operates under delegated powers.

The Committee:	Mr R Websdell	Governor
	Mrs L Hood	Business & Finance Manager
	Mr P Rawlinson	Deputy Headteacher

In partnership with:	Mr Paul Andrews/ Mr Scott Warrington	School Lettings Solutions
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### **Terms of Reference and Delegated Powers**

1. The administration of the school's lettings is undertaken by SLS in accordance with this policy.
2. The Governing Body actively encourages community use of the school buildings, however it reserves the right to refuse any lettings it may choose.
3. Lettings will not be granted to organisations perceived to be antagonistic to the Church of England or at variance with the ethos of the school.
4. Lettings will not be granted to political parties and groups favouring contentious policies.
5. Organisations must be willing to meet with Schools Letting Solutions officials and provide details of their aims and objectives.
6. Each organisation using the school premises should be required to nominate a contact person. Such a person is deemed to be in charge and able to investigate any issues which may arise.
7. A responsible person from the school must be on call when the premises are being hired.
8. The maximum clarity possible about arrangements should be encouraged.
9. All applicants must complete the hiring forms required by SLS. Each hirer must also receive a copy of the Hiring Conditions Form.
10. Any organisation that uses the school must be properly insured in addition to the Governing Body's Public Liability insurance. Insurance documents must be attached to the application.

11. Each organisation should agree in writing to make good and damages that may be caused.
12. No smoking is allowed on the premises in line with schools policy.
13. Alcoholic Drinks:
  - a. for any event where alcohol is to be sold, permission must be obtained from the Lettings Committee and conditions strictly adhered to.
  - b. No alcohol is to be stored or retained on the premises when students are in school.
  - c. Alcohol may only be brought onto the premises for personal consumption at Governors' functions.
  - d. No alcohol may be consumed on the premises without the express permission of the governors.
14. After use, premises must be left safe and secure eg. equipment returned to storage, windows closed and lights switched off.
15. No letting is to continue after 1.00am without the specific permission of the governors.
16. The school has approved the principle of being smoke-free in relation to the delivery of its services in order to reduce the harm to health caused by tobacco. The Governing Body of Bishop Rawstorne Church of England Academy shares the same belief and has decided to adopt a Smoke Free Policy (please see Smoke Free Policy).
17. The policy applies to all employees of the school and other workers including casual workers, agency workers and volunteers. The policy also applies to visitors and contractors.

## **HIRING AGREEMENT FOR NON-CHURCH BASED GROUPS**

### **The Bishop Rawstorne Church of England Academy**

#### **Hiring Conditions**

1. In these conditions:
  - (a) 'The Owners' means the Governors of the above-mentioned school, and 'The Agent' means the person acting for the owners.
  - (b) 'The Hirer' means the person signing the application form and in addition any organisation for whom he is stated in such form to be acting. The liability under the hiring agreement of such person and such organisation shall be joint and several.
2. Not more than the number of persons stated in the application form shall be allowed in the school premises at any one time.
3. Use of the school premises, or the relevant part thereof, and entry thereto, is limited to the purposes and times stated on the application form and no sub-letting is permitted. The Hirer must use only the area of the premises hired.
4. The hirer is responsible for and shall indemnify the owners against all damage to the school premises and to any property on the school premises occurring during, or in relation to, the hiring or while persons are entering or leaving the school premises pursuant to the hire, however and by whomsoever caused.
5. The owners shall not be responsible for any loss or damage to any property arising out of the hiring nor for any loss, damage or injury which may be suffered by, or be done or happen to, any person resorting to the school premises during or in relation to the hiring arising from any cause whatsoever or for any loss due to any breakdown of machinery, failure of supply of electricity or gas, leakage of water, fire, government restriction, requirement of the Local Authority or act of God which may cause the premises to be temporarily closed or the hiring to be interrupted or cancelled and the hirer shall indemnify the owners against any claim which may arise out of the hiring or which may be made by any person resorting to the school premises during, or in relation to, the hiring in respect of any such loss, damage or injury.
6. The right at any time to enter the school premises and remain on the premises during the hiring is reserved to the owners and the agent and any police officer.
7. The hirer shall ensure that good order is kept in the premises.
8. The owners (by themselves or the agent) may put a stop to any entertainment or meeting which in their opinion is not properly conducted or which may infringe any of the provisions hereof.

9. No bolts, nails, screws, bits, pins, spikes or other objects shall be driven into the fabric or furnishings of the school premises. No articles may be fixed thereto and there shall be no structural alterations to any stage in the school hall.
10. The hirer shall at the expiration of the hiring leave the school premises in a clean and orderly state.
11. The hirer shall ensure that all property brought into the premises for the purposes of the hiring are removed before the expiration of the hiring. The owners shall not be responsible for any property left behind and reserve the right to charge extra while it is in the premises. Any furniture or equipment moved by the hirer should be returned to its original position at the end of each session.
12. No slogans, advertisements, flags, emblems or decorations shall be displayed outside the school premises whether affixed to the same or free standing.
13. The hirer shall remove any slogan, advertisement, flag, emblem or decoration displayed inside the school premises if in the opinion of the agent it shall be unlawful, unseemly or libellous or expose the premises to an undue risk of fire or is likely to lead to a disturbance or a breach of the peace.
14. No exits may be blocked, or chairs or obstructions placed in corridors, or fire appliances removed or tampered with, and the hirer shall ensure that users of the premises are aware of the locations of emergency exits and that the hirer's staff know the location of fire-fighting equipment. It is the responsibility of the hirer to provide first aid equipment and trained personnel. The hirer must carry out their own fire drills and organise their own fire procedures.
15. Any lights or other electrical apparatus which shall be connected to the electrical installation in the premises shall be properly insulated and fused and electrical plugs and sockets shall not be overloaded.
16. Designated areas to be used for car parking.
17. All the conditions attached to any music and dancing licence and any theatre licence for the school premises shall be observed. A copy of each such licence held may be seen on application to the agent and the hirer shall be deemed to have had notice of all such conditions.
18. All legal requirements regarding the sale and consumption of alcoholic liquor, the performing of plays and the exhibition of cinematograph films shall be observed and there shall be no infringement of any copyright subsisting under the current Copyright law. The owners or the agent shall be entitled to require proof that the provisions of this clause have been complied with 48 hours before the hiring. All legal requirements of Gaming and Lotteries legislation shall similarly be observed without infringement.
19. All scenery and costumes used for stage performances and the like must be fireproofed.

20. Certain of the stage lighting in the hall is not the property of the owners and is not included in the hiring.
21. If the hiring includes use of the school kitchen the hirer shall comply with such conditions as the owners or the agent may prescribe at the time of the hiring.
22. The hirer shall make such provision for such insurance cover as the owners or their agent may require, and shall pay all premiums due thereunder, and produce the policy or policies of insurance 48 hours before the time of the hiring.
23. The school reserves the right to levy an additional charge to cover:
  - any additional cleaning that may be required after an event
  - the cost of repair of damage to the school's fabric or equipment

Bishop Rawstorne Church of England Academy  
 Highfield Road, Croston, Leyland, PR26 9HH  
 Telephone: 01772 600349 or 600972  
 Fax: 01772 601320  
 (Headteacher: Mr P Cowley)

**APPLICATION FOR USE OF THE SCHOOL PREMISES**

*Please complete both sides of this form, Appendix A and Appendix B, if applicable, and return to: Mrs Lynn Hood at the school.*

<b>CLASS/GROUP/ORGANISATION:</b>	
<b>NAME &amp; ADDRESS OF CONTACT:</b>	
<b>DAYTIME TELEPHONE NUMBER:</b>	
<b>EVENING TELEPHONE NUMBER:</b>	
<b>BOOKING DATES:</b>	
<b>TIMES:</b> <i>(Please continue on a separate sheet if required)</i>	<b>From:</b> <b>To:</b>
<b>NUMBER IN GROUP:</b>	
<b>TYPE OF ACCOMMODATION:</b>	
<b>PURPOSE FOR WHICH ACCOMMODATION/PREMISES ARE REQUIRED:</b>	



<b>IF THE LETTING IS OF A COMMERCIAL NATURE, PLEASE SUPPLY DETAILS:</b>	
<b>WILL THE GENERAL PUBLIC BE ADMITTED?</b>	<b>YES / NO</b> <i>(please delete as appropriate)</i>
<b>DETAILS OF ADMISSION CHARGES:</b>	
<b>IS COPYRIGHT MUSIC TO BE PERFORMED?</b>	<b>YES / NO</b> <i>(please delete as appropriate)</i>
<b>MAXIMUM NUMBER OF PERSONS ATTENDING?</b>	
<b>IS ALCOHOL TO BE SERVED?</b>	<b>YES / NO</b> <i>(please delete as appropriate)</i>
<b>DO YOU INTEND TO USE/BRING INTO THE PREMISES ANY ADDITIONAL ELECTRICAL EQUIPMENT? (SEE NOTE IN APPENDIX A)</b>	<b>YES / NO</b> <i>(please delete as appropriate)</i>
<b>CHARGES 2015 – 2016:</b>  £35 per hour – Sports Hall £20 per hour – Gym £15 per hour – Classroom £20 per hour – Hall (Contact SLS on 01772 830377) – 3G Pitch	

\* I agree to pay the school charges resulting from hiring the school premises.

\* I enclose my insurance cover.

**Signed:** \_\_\_\_\_ (Organiser)

**Date:** \_\_\_\_\_

**MEMORANDUM OF AGREEMENT AND INDEMNITY TO BE COMPLETED FOR ALL APPLICATIONS:**

In consideration of the Governors granting me/us the use of the aforementioned premises, I/we agree to pay the Governors the prescribed hire charge and to replace or pay to the Governors the cost of making good any damage caused to the premises by me/us.

It is further acknowledged and agreed that the Governors give no warranty of the suitability of the premises for the use to which I/we intend to put them and I/we hereby agree to indemnify the Governors, their officers, servants and agents against all actions, costs, claims and demands arising out of any accidents and/or loss which may occur on the said premises during their use by me/us provided that the same is not due to any negligence, omission or default of the Governors, their officers, servants or agents.

Under no circumstances shall the permanent electrical installation be altered or otherwise interfered with. Permission for HIRERS to erect any temporary wiring for specific function or purpose shall only be carried out on approval by the school. Further I/we undertake to check and inspect the facilities to ensure that they are clear and free of hazardous material, debris and spillages prior to use.

It is further acknowledged and agreed that I/we will indemnify the Governors in respect of all actions, costs, claims and demands arising out of any breach of copyright, or under any other enactment in that behalf for the time being in force in respect of any performance of any literary, dramatic, or musical work, which takes place or which is given while the said premises are being used by me/us, our servants or agents.

(The hirer should produce evidence that this indemnity is protected by adequate insurance cover.)

Signature: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

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**FOR SCHOOL USE ONLY**

1. This application for the use of school premises is acceptable to us:  
**YES / NO** (delete as appropriate)
  
2. The Governors have determined that this will be:
  - a. A free letting **YES / NO** (delete as appropriate)
  - b. A chargeable letting at a cost of £ \_\_\_\_\_ per hour/session plus vat where applicable
  - c. Lettings income will be collected by the school

Signed: \_\_\_\_\_ (Business & Finance Manager)

Date: \_\_\_\_\_

**VAT REGULATIONS RELATING TO THE USE OF SPORTS FACILITIES**

The letting of school sports facilities is standard rated for VAT purposes.

However, if all of the conditions are met, the letting may be treated as exempt:

- The series of letting is for 10 or more sessions.
- Each session is for the same sport or activity.
- Each session is at the same place.
- The interval between each session is at least one day and not more than 14 days.
- The contract is for the whole series. This must include evidence that payment is to be made in full for the series whether or not the right to use the facility for any specific session is actually exercised.

A formal agreement, exchange of letters or an invoice would be sufficient evidence. Provision for a refund in the event of unforeseen non-availability of the facility would not break the Condition, but provision for a refund in other circumstances would. It is acceptable for payments to be made in instalments, provided that the full amount is paid whether or not the facilities are actually used on each occasion.

- The facilities are let to a school, a club association or an organisation representing affiliated clubs or constituent associations (such as a local league).

However, if the facilities are let to a school, a club, association or an organisation rather than any of the above, the exemption does not apply, even if the other conditions are met.

- The organisation to which the facilities are let has exclusive use of them during the session.

I/we have read the conditions outlined above and apply to be exempt from paying VAT as we do fulfil the criteria.

**SIGNED:** \_\_\_\_\_

**ON BEHALF OF:** \_\_\_\_\_

**DATE:** \_\_\_\_\_