

We are delighted that you are considering Our Lady Queen of Peace to host for your activity or club. Please read the following terms and conditions and then complete the "Use of school premises application form", VAT, and "memorandum of agreement and indemnity" sections.

**Please return your forms to the School Reception or email: [mail@olqp.lancs.sch.uk](mailto:mail@olqp.lancs.sch.uk)**

1. The Governing Body actively encourages community use of the school buildings. However, it reserves the right to refuse any lettings it may choose.
2. Where governing bodies hire or rent out school or college facilities/premises to organisations or individuals (for example to community groups, sports associations, and service providers to run community or extra-curricular activities) they should ensure that appropriate arrangements are in place to keep children safe. When services or activities are provided by the governing body or proprietor, under the direct supervision or management of their school or college staff, their arrangements for child protection will apply. However, where services or activities are provided separately by another body this is not necessarily the case. The governing body should therefore seek assurance that the provider concerned has appropriate safeguarding and child protection policies and procedures in place (including inspecting these as needed); and ensure that there are arrangements in place for the provider to liaise with the school or college on these matters where appropriate. This applies regardless of whether or not the children who attend any of these services or activities are children on the school roll or attend the college. The governing body or proprietor should also ensure safeguarding requirements are included in any transfer of control agreement (i.e. lease or hire agreement), as a condition of use and occupation of the premises; and that failure to comply with this would lead to termination of the agreement. The [guidance on Keeping children safe in out-of-school](#) settings details the safeguarding arrangements that schools and colleges should expect these providers to have in place.
3. School and college safeguarding policies should set out the arrangements for individuals coming onto their premises, which may include an assessment of the education value, the age appropriateness of what is going to be delivered and whether relevant checks will be required. Schools and colleges may receive an allegation relating to an incident that happened when an individual or organisation was using their school premises for the purposes of running activities for children (for example community groups, sports associations, or service providers that run extra-curricular activities). As with any safeguarding allegation, schools and colleges should follow their safeguarding policies and procedures, including informing the LADO.
4. The hirer must be willing to meet with school officials and provide details of their aims and objectives. Hirers should follow the appropriate keeping children safe in education guidance [After-school clubs, community activities, and tuition - safeguarding guidance for providers \(publishing.service.gov.uk\)](#)
5. The Governing Body will ensure that the school budget does not subsidise non-school activities and that all costs are recovered. Charges will be reviewed annually by the Governing Body.
6. Each hirer using the school will be required to nominate a contact person. Such a person is deemed to be in charge and able to investigate any difficulties which may arise.
7. The Governing Body will determine if a nominated person from school is required on site when the premises are being used. If not, a responsible person must be on call.
8. A Letting Application / Indemnity Form must be completed by all applicants. A signed copy of the application form, if approved by the school, will be returned to the hirer. For long term lettings application forms will be reviewed on an annual basis.
9. No lettings will be approved giving the user exclusive possession (note: this is a legal requirement, not to be confused with a sole letting).

10. Any hirer that uses the school must be adequately insured (with a minimum of £5m public liability insurance) and insurance documents must be attached to the application.
11. All hirers must comply with health and safety legislation.
12. The hirer is responsible for following safer recruitment procedures including that DBS checks have been undertaken and other elements that may be relevant for working with children.
13. Arrangements for the payment of each letting will be made in advance with the hirer concerned.
14. Smoking is not allowed on the premises in line with school policy.
15. Alcoholic Drinks –
  - a. An occasional licence must be obtained where appropriate. The Licensee is responsible for conduct of bar sales, etc.
  - b. No alcohol is to be stored or retained on the premises when pupils are in school.

USE OF SCHOOL PREMISES APPLICATION FORM		NO:
<b>Please complete and return to the School Reception or email: mail@olqp.lancs.sch.uk</b>		
1	Club/Organisation Name	
	Name of applicant	
	Address and Postcode	
	Landline phone	
	Mobile phone	
	Email	
2	Name and address of person to be billed if not same as 1:	
3	Details of premises required	
	Name of school	Our Lady Queen of Peace Catholic Eng. College
	Nature of letting	
	Dates required	
	Accommodation required	

Type of Accommodation	Tick if required	From	To
Classroom:      Number Required:			
Arts Theatre			
Sports Hall			
Gymnasium			
*Netball/Playing/Cricket Pitch			
Running Track (Field)			
Changing room only			
Changing Room and Shower			

4	Purpose for which accommodation / premises are required	
	If the letting is of a commercial nature, please supply details	
	Please state here any additional requirements	
	Will the general public be admitted?	Yes* / No (Delete as appropriate)
	Details of admission Charges	£
	Is copyright music to be performed?	Yes* / No (Delete as appropriate)
	<i>Will the use of a piano be required?</i>	<i>Included in LCC guidance however suggest omitting</i>
	Approximate number of people attending	
	Is alcohol to be served?	Yes* / No (Delete as appropriate)
	Do you intend to use/bring into the premises any additional electrical equipment: See note 6 below	Yes* / No (Delete as appropriate)

<i>The following fields are not included in the LCC guidance</i>	
4	<i>Do you require equipment to be stored? Yes* / No (Delete as appropriate). Do we want this to happen. Some customers do store equipment.</i>
	<i>Will you be selling items e.g. food, drink, goods? Yes* / No May have cleaning overhead.</i>
	<i>Do you have a risk assessment for the Yes* / No Please attach.</i>

	<i>activity?</i>		
	<i>Will you be working with children and vulnerable adults? Please give details.</i>	Yes* / No	
	<i>Names of supervisors/staff. Please indicate each DBS status. You must name your DSL, Designated Safeguarding Lead.</i>	<b>Name</b>	<b>DBS Status/Number</b>
		<i>DSL:</i>	

**\*If you answer yes to any of these, please provide further details on a separate sheet**

#### 5 VAT Regulations Relating to the use of Sports Facilities

Room hire alone is exempt. For example the local Brownies hiring the school hall or sports hall for a table top sale would be exempted from VAT.

If the local football club hired the school hall (NOT a sports hall) to play football, the letting would be exempt as the hall is not a sports facility.

If the local football club hired the school sports hall to play football as a one off letting, it would be standard rated.

Premises are sports facilities if they are designed or adapted for playing any sport or taking part in any physical recreation, such as swimming pools, football pitches, dance studios and skating rinks. Each court or pitch (or lane in the case of bowling alley, curling rink or swimming pool) is a separate sports facility.

However, if the same football club hired the school sports hall for a series of lets, they will be exempted from paying VAT if they meet all the following criteria:

- The bookings are for at least 10 sessions
- The interval between the sessions is not less than 1 day and no more than 14 days apart
- The bookings are all for the same activity
- The whole series is to be paid for (there must be written evidence of this)
- The grantee has exclusive use of the facilities
- The grantee is a school, club, an association or an organisation representing affiliated clubs or constituent associations.

**I/WE HAVE READ THE CONDITIONS OUTLINED ABOVE AND APPLY TO BE EXEMPT FROM PAYING VAT AS WE FULFIL ALL THE ABOVE CRITERIA**

<b>Signed:</b>	
<b>On behalf of:</b>	
<b>Date:</b>	

## 6 Memorandum of Agreement and Indemnity to be completed for all applications:

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

It is further acknowledged and agreed that the Governors and/or the County Council 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 and/or the County Council, 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 and/or the County Council, 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 both the Lancashire County Property Group and the Licensing Section of Lancashire County Council. 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 and/or the County Council in respect of all actions, costs, claims and demands arising out of any breach of copyright as defined in the Copyright Act 1956, 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.

I/We hereby undertake to provide at my/our own expense during the period hire of any swimming pool suitable and sufficient lifeguard personnel as based on the guidance of the Health and Safety Executive and as detailed in the "Instructions for the Use of Swimming Pools".

Under no circumstances does this letting give the user exclusive possession.

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

<b>Signature:</b>	
<b>Designation:</b>	
<b>Date:</b>	

### 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:	<b>A:</b> A free letting: Yes/ No (Delete as appropriate) <b>B:</b> A chargeable letting at a cost of £ xx.xx per hour/session Plus VAT where applicable
3 Lettings income will be collected by the school	<i>Do we wish to collect cash payments? We can offer electronic payments via a ParentPay page.</i>

Signed \_\_\_\_\_  
(Headteacher)

<i>The following fields are not included in the LCC guidance but would aid administration in school</i>	<b>Yes/No</b>
Completed application form including VAT and Memorandum of Agreement	
DBS numbers present	
Public liability insurance present £5mil	
Risk assessment present	
Governing body guidance present 5:VAT & 6:Agreement	
Invoice raised	
OLQP Signature	
OLQP Name	
Date	

## **Proposed Letting Protocols (to be uploaded to OLQP website)**

It is the responsibility of the applicant to provide the following documents before a letting commences:

1. Completed "Use of school premises application form"
2. Proof of current liability insurance £5,000,000
3. Names and DBS status of all staff who will be involved in the delivery of the sessions
4. DBS forms (copies will not be kept)
5. Risk assessment

## **Using the site**

1. Please exercise due care and attention when entering and leaving the premises and be considerate to neighbours with noise levels. Access to and exit from the site must be via the barrier slip road.
2. The site should not be accessed outside of your agreed letting days and times. If access is made, future lettings requests may be rejected or subject to special terms.
3. The site should only be used for the agreed letting activity e.g. training sessions of small groups.
4. The school premises are closed after 10:00pm to avoid any noise complaints from neighboring residents and school staff.
5. Keys/security codes will not be passed to any hirer or other person without written permission from the governing body.
6. The use of public announcement systems and loudspeakers must be agreed with the school.
7. Each session has a prearranged start and finish time. Hirers are required to leave the site at the end of the agreed session time in a timely manner to enable the caretaker to secure the building. We cannot extend time beyond the prearranged session time without prior negotiation.
8. Access to the building will not be granted before or after the prearranged start time.
9. Facilities, indoor and outdoor, should be left in a clean, tidy and free from litter in time for other hirers and the school use. Please make a member of staff aware if there is a problem with cleanliness.
10. Exits and corridors must be kept clear at all times. Fire appliances must not be tampered with and the hirer must ensure they are aware of the location of firefighting equipment. Hirers should ensure that all staff and users of the schools' facilities should be made aware of emergency exits locations and fire assembly points.
11. It is the hirer's responsibility to obtain permission to use copyrighted materials.
12. The Governors give no warranty of the suitability of the premises for the use to which you intend to use them.
13. Food and drink may be prepared on the premises; however, hirers must seek direct permission from the governing board.

## Barrier access

An automatic barrier is installed to prevent unauthorised access to the site. You may be issued with a code which can be shared with your third parties e.g. parents and staff. You should not share this code with the general public. As part of our security measures, we will regularly check the barrier system to see when codes have been used. You must inform us if you become aware that the code is known by the public.

Tampering with the barrier will result in your letting being suspended or cancelled.

- Access codes will work at specified times
- Access codes will be reported on
- Access codes can be cancelled, changed and withdrawn if abused

## Parking

Parking is free of charge during the time of your letting. Vehicles must park only in the allocated designated parking bays see Annex A. School does not accept responsibility for any loss, damage or accidents that may occur whilst the car park is in use.

**To allow access for emergency vehicles, vehicles should not park at the front of school, in the bus lane or in disabled bays (without a permit).**

All vehicles must be removed at the end of your letting times. Parking in areas other than specified in Annex A e.g. the field, all weather surface, grassed areas, outside the caretaker's house, is not permitted.

## Vehicles accessing the field

Whilst we understand that access to the field to install/collect equipment is necessary; vehicles should then be parked on the allocated parking areas, see Annex A. Hirers should model exemplary behaviour at all times in front of third parties e.g. parents and children.

## Charges and cancellation

- 1 Arrangements for the payment of each letting will be made in advance with the hirer concerned. Hire charges are to be paid on issue of an invoice. The governing body reserve the right to discount letting charges for feeder schools and voluntary groups.
- 2 Payment must be made in advance of the letting. If your letting is VAT exempt, you will be invoiced for a series of 10 sessions, which must be paid before the letting commences.
- 3 **Payments must be made via BACS, faster payment, or balance transfer. Do we wish to add cash?**
- 4 Non-payment of invoices may result in an administration charge and your debt being passed to a debt collection agency.
- 5 The Business Manager will manage all funds. Income from lettings will be credited to the budget account.
- 6 Bookings may be cancelled without charge with 5-days notice. Notice must be given to the School Reception as soon as possible. An email is not considered notice unless it is acknowledged by the school. Refunds will not be given if payment has already been made or the booking is VAT exempt. Normally a free session will be honoured at the end of the booking contract when the notice period is followed.



- 7 The Governing body reserves the right to cancel a letting in the event the school requires the facility for educational use or use by the local authority. Lettings cancelled which have been paid for will be honoured at the end of the booking contract.
- 8 Lettings cancelled by a standard rated VAT hirer will be invoiced at the normal rate unless 48 hours of notice is given.
- 9 Sessions cancelled by a VAT exempt hirer will be invoiced at the agreed rate to enable the remainder of the booking to remain VAT exempt. If the cancelled session is not paid for, the remainder of sessions under the agreement may attract VAT.
- 10 If you refuse or fail to comply with any of the terms herein, your letting may be suspended or cancelled. Where your lettings is suspended, it may be cancelled at a later date. Where you lettings is cancelled, you will not receive a refund of any monies paid regardless of cost.

## Safeguarding

Under no circumstances should you, your staff or third parties, try to access areas of the school other than the one being let. The exception to this rule is accessing areas to safely evacuate the building.

If the general public are to be admitted they must adhere to the terms and conditions in this policy. Under no circumstances should a member of the public be left unattended or given access to any areas of the school other than the agreed letting location.

You must submit your safeguarding policy if your letting involves working with children or vulnerable adults.

## Emergencies and health and safety

1. All hirers must comply with health and safety legislation and the schools' health and safety policies and procedures. Please see our website for up-to-date policies.
2. Hirers should have their own fire evacuation policy and risk assessments appropriate to the facility being hired.
3. Hirers should supply their own first aid kit and appropriately trained first aider for the duration of the letting.
4. Neither the Governors, School, nor the Local Education Authority, will be responsible for any injury to persons, equipment or damage to the property that may arise from this letting.
5. Hirers should keep records of any accidents that take place during their lettings. If the hirer believes the school is at fault you should make us aware of this by emailing [r.downing@olqp.lancs.sch.uk](mailto:r.downing@olqp.lancs.sch.uk) and [l.tipton@olqp.lancs.sch.uk](mailto:l.tipton@olqp.lancs.sch.uk) as soon as possible.
6. Hazards should be reported to the Site Supervisor in person immediately. All activity should stop until the Site Supervisor has given consent for the activity to continue.
7. Hirers should email [r.downing@olqp.lancs.sch.uk](mailto:r.downing@olqp.lancs.sch.uk) and [l.tipton@olqp.lancs.sch.uk](mailto:l.tipton@olqp.lancs.sch.uk) with any messages, concerns or any other information you think the school should be made aware of.
8. You should report to the Site Supervisor when you arrive and exit the building. Hirers should keep a log of their own staff for use with their fire evacuation procedures.

9. On occasion, we may issue a swipe card for the electronic gate system to enable the letting to run smoothly. The swipe card should be treated like a key and kept safe at all times. Lost swipe cards should be reported immediately via email to [r.downing@olqp.lancs.sch.uk](mailto:r.downing@olqp.lancs.sch.uk) and [l.tipton@olqp.lancs.sch.uk](mailto:l.tipton@olqp.lancs.sch.uk). There may be a charge for replacement.
10. The school may store equipment, for its own use, in the area or facility that you are letting. Under no circumstances should you tamper with or use the equipment unless you have written consent from the school to do so. All equipment, including equipment that you have gained written consent to use, should be inspected before use as no guarantee can be given of the correct operation or condition of the equipment.
11. Hirers who have gained written consent to use equipment must supply qualified personnel to use such equipment.
12. We do not accept responsibility for the safe use of or injury caused by any equipment brought to site by the hirer. We also do not accept any responsibility for any equipment that is left on site.
13. The school will ensure the asbestos register is made available.

## Equipment

We will consider requests for hirers to store equipment on the premises; however, they will be required to acknowledge this in their application form.

1. Own equipment must be removed at the end of the letting unless agreed by school.
2. Please sanitise your equipment if you suspect it has been used after your sanitising routine.
3. Do not use school equipment unless previously agreed by school.
4. Please sanitise school equipment if you suspect it has been used after your sanitising routine.
5. Electrical equipment brought to site must have a current PAT test certificate and be removed from site after each letting.
6. The cost of making good any damage to or breakages of equipment and the building will be charged to the hirer. Where damage could be considered wear and tear the final decision is at the discretion of the school. Please report all damages via email to [r.downing@olqp.lancs.sch.uk](mailto:r.downing@olqp.lancs.sch.uk) and [l.tipton@olqp.lancs.sch.uk](mailto:l.tipton@olqp.lancs.sch.uk) as soon as possible.

## Data protection

We will store the data collected for lettings in line with GDPR regulations. Please see our full privacy notice at <https://www.olqp.org.uk/> for more information.

We do not share information about you with any third party without consent unless the law and our policies allow us to do so. Where it is legally required, or necessary (and it complies with data protection law) we may share personal information about you to:

- Fulfil a legal task
- Fulfil a contract we have entered with you
- Perform a task in the public interest
- For insurance purposes (currently Zurich)
- DBS checking. Checks will be verified and recorded. Copies will not be kept.

- Comply with statutory requirements such as local authority audits and H&S obligations

Less commonly, we may also use personal information about you were:

- You have given us consent to use it in a certain way
- We need to protect your vital interests (or someone else's interests)
- We have legitimate interests in processing the data e.g. defending claims, using CCTV images for insurance purposes

Where you have provided us with consent to use your data, you may withdraw this consent at any time. Some of the reasons listed above for collecting and using personal information about you overlap, and there may be several grounds which justify the school's use of your data.

## **CCTV**

The site is secured with a 24-hour CCTV system. By signing this lettings agreement, you are consenting for you, your staff, parents, pupils and third parties to be recorded. You may wish to make them aware of the CCTV system. The system is secure from general access by staff of OLQP.

## **Annex A: Allocated parking**

Please only park in the yellow boxes. Failure to comply may result in your letting being suspended or cancelled and you may be liable for repair works to grounds.

