

# Birkdale High School



Birkdale  
High School

Aspire - Thrive - Succeed

## Community Lettings Policy

### 2019-21



*Date of Policy:* *June 2019*

*Member of staff responsible:* *Finance Manager (J Smith)*

*Review date:* *June 2021*

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## 1. Community Use of School Premises & Facilities

Birkdale High School is equipped and resourced across a number of specific subject areas and has facilities available for hire to the local community.

However, any additional use of school facilities and resources brings with it a risk to those resources and facilities and, in the worst case, could result in the facilities and resources becoming unavailable to the school population. In determining which groups will be allowed to use the school facilities and the types of activities that will be allowed, the Governing Body must balance the desire to provide additional provision to the community with the risks that arise from the additional use of the school and its facilities.

Decisions as to which groups will be allowed to use the school facilities and the types of activities that will be allowed will be made by the Headteacher.

Any group using the school facilities will have to meet with all the requirements of the ***Birkdale High School Conditions of Letting School Premises*** (see Appendix 1).

## 2. Charging Policy

We anticipate that organisations using our facilities will fall into two broad categories:

Community organisations which will include:

- Not for profit and voluntary organisations with a focus on providing education and/or activities to young people and/or their families. For these groups and organisations we will hire out our facilities at cost price.
- Schools, clubs and statutory organisations whose activities are inclusive or whose activities will promote the use of education, sport, and physical activity. For these groups and organisations we will hire out our facilities at cost price.

Commercial organisations which will include:

- Profit making organisations whose activities are inclusive and include areas of education, sport and physical activity. For these groups and organisations we will hire out our facilities at cost price plus 25%.

The actual charges the school will make for the use of its facilities are contained in the Charging Structure document which is reviewed annually.

### 3. VAT on Lettings

Lettings of rooms and facilities to not for profit and voluntary organisations are exempt from VAT. Lettings to commercial organisations are subject to standard rate VAT, currently at 20%, unless the block booking system is applied (see Section 4 below).

### 4. Block Booking System

In accordance with the HMRC Land & Property Notice 742:5 hiring facilities for playing any sport or for taking part in any physical recreation supply is subject to standard rate VAT. However if the let is for a series of sessions VAT may be exempt if the booking meets all of the following conditions:

Step	Condition
1.	The series consists of 10 or more sessions.
2.	Each session is for the same sport or activity.
3.	Each session is in the same place, although a different pitch, court or lane, or different number of pitches, courts or lanes is acceptable.
4.	The interval between each session is at least 1 day but no more than 14 days. The duration of the sessions may be varied, however there is no exception for intervals greater than 14 days through the closure of the facility for any reason.
5.	The series is to be paid for as a whole*.
6.	The facilities are let out to a school, club, association or an organisation representing affiliated clubs or constituent associations, such as a local league.
7.	The person to whom the facilities are let has exclusive use of them during the sessions.

*\*Payment by instalments is acceptable provided that all other aspects of the sub paragraph are met.*

*(The 7 steps are taken from HMRC Notice 742, Sub-Paragraph 5.4)*

The School Business Manager should be contacted for further information regarding the Block Booking System.

### 5. Insurance Requirements

#### Out of Hours use by the School

These activities are covered by the School's insurances. Any unusual activities should be subject to risk assessments and other controls in the same way as any unusual classroom activities.

## Lettings to Outside Bodies

The ***Birkdale High School Conditions of Letting School Premises*** form should be used and its requirements enforced. Users should be required to have at least £5 million Public Liability Insurance.

This amount is a minimum taking into account the sum insured of the school and that there is a need to allow for potential claims from third parties who may suffer injury or loss as a result of any incident caused by the negligence of the user of the premises

The loss the School would incur would be greater than the cost of replacing the asset and compensating any victims. There would be serious disruption to the education of the pupils of the school as, in a worst case scenario they would need to be transferred to another location during any temporary closure of Birkdale High School.

In all cases insurance documentation must be provided by hirers, giving clear evidence of the appropriate level of insurance cover, before any hire arrangement can be agreed.

### **6. Safeguarding**

The Governing Body of Birkdale High School need to ensure that third party organisations who use the premises have appropriate arrangements in place to safeguard and promote the welfare of children and young people on our school site. The hirer will be responsible for ensuring they have appropriate vetting checks in place for adults working in a supervisory capacity, whether on a paid or voluntary basis. The governing body reserves the right to see the hirer's policies/procedures regarding safeguarding and vetting. All individuals from external organisations will be required to undergo the appropriate safeguarding checks before the letting is confirmed.

**Queries regarding Community Lettings should be directed to Emma MacDonald on 01704 577253 or [emacdonald@birkdalehigh.co.uk](mailto:emacdonald@birkdalehigh.co.uk)**

**BIRKDALE HIGH SCHOOL****CONDITIONS OF LETTING PREMISES**

1. The Hirer shall only use the facilities for the purpose specified in the hire agreement and attendance shall be limited to the number of persons which may be comfortably and safely accommodated on the premises for the activities taking place.
2. Any risk assessment appropriate to the activity taking place must be undertaken, and evidence of this available to the School on request.
3. The Hirer must ensure that a responsible person from their Organisation is present on the premises at all times for the duration of the letting to ensure that activities take place in a safe and orderly manner. The Hirer is responsible for the maintenance and keeping of good order and behaviour at the School, and its immediate vicinity, at all times during the hire period, until all people connected with the booking have left the vicinity of the school.
4. The Hirer should ensure that their adult staff present during the hire hold all necessary qualifications in accordance with the rules and regulations of any relevant national body.
5. The Hirer should ensure that all their adult staff present during the hire have DBS clearance and be able to provide evidence of this if requested.
6. The Hirer is fully responsible for the orderly and safe nature of their activities and shall ensure compliance with the following safety issues: reporting accidents, first aid, faulty equipment, fire/emergency evacuation.
7. The Hirer will be responsible for the provision and administering of any first-aid required.
8. Booked time commences on entry to the school premises and finishes on the last person leaving. Hirers must ensure that hire time booked is sufficient to allow for changing and clearing equipment away so that the premises can be vacated on time and by the end of the booked time period.
9. The Hirer will make all arrangements to ensure adequate protection of school property and equipment. School equipment is not provided for use by the Hirer and should not be used without prior permission. The Hirer accepts full responsibility for any damage to or theft of the School's property during the period for which the premises are hired and any damage done to the premises, fittings, conveniences, accessories or any other property of the School shall be made good at the expense of the Hirer.
10. The Hirer should note that the school has CCTV in operation.

11. The School cannot be held responsible for any equipment brought onto school premises. It is the responsibility of the Hirer to ensure that the equipment is in good working order, and meets any safety requirements.
12. The School accepts no responsibility for the loss of personal property brought into or left at the premises during the hire.
13. The Hirer shall not tamper with or adjust gas, electrical or water fittings, heating, or any other item of school property.
14. The Hirer shall not sub-let the premises.
15. The School has the right to cancel any function without notice and without giving any reason. School staff on duty have the final decision on whether activities go ahead and have the right to cancel them immediately.
16. The Hirer is responsible for ensuring that the areas used are left clean, tidy and in an orderly condition. Any additional cleaning undertaken by the School will be charged to the Hirer at an appropriate rate
17. Any person using the facility shall not bring any dangerous or noxious article or substance onto the premises. Under no circumstances will bottles, glass etc., be allowed into changing or activity areas. The school and its grounds are a strictly no smoking environment and this must be observed by Hirers.
18. No exits may be blocked or obstructed, or fire appliances removed or tampered with. It is the responsibility of the Hirer to ensure they are familiar with the locations of the emergency exits and the location of fire- fighting equipment and fire call points in the area of letting. The Hirer should have provision in place to ensure the safe evacuation of the premises in an emergency.
19. Any person using the facility shall not bring into the building any animal other than assistance or guide dogs.
20. In the event that any of the Conditions of Letting are not met the Hirer acknowledges the right of the School to enter the activity area at any time during the period of hiring and terminate the hire forthwith. In that event the School shall not be liable to compensation to any person in respect of the cancellation
21. The Hirer shall indemnify the School against any claim for or in respect of accident to, loss of or damage sustained by any person or property at the facility during such time as the facility is in use by the Hirer except in the case of accident loss or damage caused by the negligent act or default of the School.

Bookings:

22. All applications for the use of facilities shall be made in writing on the official application form and such application shall only become a booking on it being confirmed in writing by the School. The person signing the form must be at least 21 years of age.
23. The School reserves the right to cancel any booking without reason. It also reserves the right to specify on what days and at what times the use of its facilities and equipment will be available, to declare facilities or equipment unfit for use, and to decide opening and closing times for the facility and any part thereof.
24. Before a booking can be confirmed the Hirer will be required to provide evidence of having at least £5 million Public Liability Insurance

#### Cancellation Charges:

25. In the event that the Hirer cancels:  
Notice period less than 4 weeks – the full hire charge is payable  
Notice period more than 4 weeks – no hire charge is payable

#### Payment of Hire Fees:

26. The School will issue invoices for all Hire Fees. Payment terms are 30 days from invoice date and cheques should be made payable to Birkdale High School. In the event that these terms are exceeded, or a cheque is refused by the bank, the School reserves the right to refuse access to the School until full payment is received. In the event that a second reminder letter is issued an administration fee of £10 will be payable.

### **Interpretation**

Birkdale High School relates to the Governing Body of the School.

The Head Teacher is identified as the Authorised Officer.

**'The Hirer'** means the person or persons hiring any part of the facilities, whether or not a charge has been levied for the use of the facilities.

**'Organisation'** means any group, club or body approved by the duly Authorised Officer for booking facilities.

**'The Facility'** includes all the school buildings, rooms, grounds and car park, as well as such constituent parts of the facility as are identified as the subject of the letting.

**LETTING OF SCHOOL PREMISES**  
**INDEMNITY AGREEMENT**

(1) Name of Premises: BIRKDALE HIGH SCHOOL

(2) Name of Organisation Hiring Premises:

.....

In consideration of the Governors of **Birkdale High School** granting me/us the use of the facility/facilities requested at the above premises I/we agree to pay the School the sum of **£50 (per hour) exclusive of VAT** and to replace or pay to the School the cost of making good any damage caused to the premises by reason of the use of 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 and the School, its officers, servants and agents against all actions, costs, claims and demands arising out of any accidents 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 the School its officers, servants or agents.

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

Signed: .....

Designation: .....

Date: .....

**BIRKDALE HIGH SCHOOL**

**Letting of Facilities Booking Form**

Name of Organisation/Club.....

Nature of Activity/Event.....

Name of Hirer/Contact Person.....

Address.....

.....

.....

Telephone Number.....

Email Address.....

.....

**Please indicate your requirements:**

**Playing Field:**

Football Pitch .....

Cricket Pitch .....

Season/Weekly .....

**School Rooms and Buildings (please tick as appropriate):**

Sports Hall/Gymnasium .....

Changing Rooms .....

Media Hall .....

HUB Centre .....

Diploma Building .....

Arts/Drama Building .....

Classroom .....

**Equipment Requirements: (If using School Equipment please give details of requirements)**

.....  
.....

**Details of Required Hire Periods**

Day of Week required.....

Date required from.....

Date required to..... (Bookings are taken from 1 Sept to 31 Aug)

Time of day required:

From (time of entry to the School premises): .....

To (time leaving the School premises): .....

Number of people within the group (a) Total number of Adults: .....

(b) Adults in a Supervisory capacity: .....

(b) Children: .....

I confirm that I have read the Conditions of Letting of School Premises. I agree to abide by the Conditions of Letting and by the conditions laid down by the Governors for the letting of Birkdale High School.

Hirers Signature.....

Please Print.....

Lettings agreed by.....  
(on behalf of Birkdale High School)

Date.....

This form must be completed and returned to Birkdale High School at least one week before the agreed letting date. Lettings will **not** be allowed to commence until this form is returned and evidence of £5m Public Liability Insurance has been provided.