

Letting Policy 2019

Monitoring

By	Review Period	Method
Governing Board	Bi-Annual	Meeting

Ownership: Chief Finance and Operating Officer

Revision History

Review	Changes	Next Review Date
New Policy		November 2021

St. Joseph's Catholic College

St Joseph's Vision and Values and how this policy support this

The College offers an education with a solid foundation of Christian values. We expect the very best from each and every student and seek to be a community where all are valued. The College motto, Laus Deo Semper (praise to God always), underpins all relationships in the College. We praise God by finding the best in others and treating each person with dignity as a child of God.

The policy aims to support our vision statement and is linked to the following College policies:

Accounting Policy
Data protection policy
Health and Safety policy
Safeguarding policy

Rationale

St Joseph's Catholic College is keen to make the best use of resources for the benefit of both students and the local community. To enable this goal we make our premises available to groups and individuals at competitive pricing. The premises are generally made available out of school hours either after school or in the school holidays.

Benefits to the College

The additional income from the letting of the school premises can be directed to supporting educational material for students or the development and upkeep of the site and so reserving the school income from the government for the educational costs of the College.

Benefits to the local community

Access to a venue for a business meeting, children's party, for your sports club or community group. The facilities include football pitches (outside and lit),



netball courts, badminton courts, tennis courts, cricket nets, as well as sports halls and a gym which can be used as a party venue or meeting place.

Health and Safety

All hirers are required to comply with the College health and safety policy which is available on the College website. Any accident which takes place on the College site must be reported to the Venue manager.

Safeguarding

All hirers are required to comply with the College safeguarding policy. The policy is available on the college website. If the premises are hired in school hours then additional information and checks may be required of the individuals using the site.

Terms and Conditions of hire

The terms and conditions of hire are detailed in appendix 1. All hirers are required to comply with these terms and conditions.

Appendix 1

Conditions of Hire

1	All applications for hire & enquires relating to hiring shall be addressed to The Venue Hire Team.
2	Interpretation
a	The 'Hirer' means the person hiring any part of the Organisation or its facilities & shall include any person purporting to act on behalf of such hirer. No person under the age of 18 years will be accepted as the Hirer.
b	The booking period means the period of time reserved for the Hirer.
c	Period of Hire means the period during which booked parties have been reserved for the Hirer, this must include setup and take down time based on the booking form provided by the hirer, and following acceptance by the Organisation.
d	The definition in the General Rules and Regulations for all users of the Organisation and its facilities apply to these conditions.
3	Acceptance of Booking
a	Booking forms must be returned to the Organisation within 14 days of being sent out, availability of the required dates will not be held beyond this time. Once this has been completed, signed and returned a copy of the booking form signed by the Organisation will be returned to the Hirer with confirmation that the booking has been accepted, subject to the Hirer complying with the Conditions of Hire. Terms and Conditions are subject to change with the Organisation giving seven days' written notice to the hirer. The Organisation also reserves the right to carry out a credit check at any time.
4	Charges
a	Hire charges will be in accordance with the current charges laid down by the Organisation. The Organisation reserves the right to increase charges by giving sixty days' notice prior to the implementation date.
b	For new bookings of more than 4 weeks the Organisations reserves the right to charge by way of cash or debit card payment in advance of the booking.
c	Charges – Block bookings – VAT Exemption Where a block booking is made by a qualifying body, up of either ten consecutive lettings or one let of 24 hours or more in duration. VAT exemption may apply, however, there may be no more than a 14-day gap between each event. If one letting is missed then this will invalidate VAT exemption for the entire 10-week session, see VAT Notice HRMC reference notice 742, Section 5.4 (extract below). For confirmation whether this exemption applies.
	Value Added Tax (VAT) regulations from HMRC relating to Block Bookings at Sports Facilities Hirers may be exempt of charges for VAT provided that all the following conditions are met:

	<ul style="list-style-type: none"> <input type="checkbox"/> The series consists of 10 or more sessions. <input type="checkbox"/> Each of those sessions is the same sport or activity. <input type="checkbox"/> Each session is in the same place (meaning the same premises or sports ground). <input type="checkbox"/> The interval between each session is at least one day but not more than 14 days. <input type="checkbox"/> There is a written contractual agreement between both parties that all sessions will be paid for. (Payment can be made by instalments but as a minimum requirement should be on the day of each session.) See below regarding cancellations and refunds. <input type="checkbox"/> The hirer cannot be allowed to cancel any sessions and receive a refund. <input type="checkbox"/> The hirer has exclusive use of the area/facility specified. <input type="checkbox"/> The hirer is; a school, a club or an association representing affiliated clubs or constituent associations. <p>Individual teams can be treated as clubs provided that they conduct their affairs in the same manner. This would mean entering into formal agreements with the operator of the premises specifying a named contact, collecting subscriptions from members and so forth. (This would be by the official booking form.)</p>
d	<p>First 10 Weeks of any Block Booking eligible for VAT exemption</p> <p>A new customer has two options during the first 10 weeks of a block booking.</p> <p>If the full cost of the 10 weeks' fees is paid in advance of the first booking, VAT will not be applied to the booking.</p> <p>If the customer elects to pay weekly before they play, then VAT will be added to the fees.</p> <p>Bookings after the first 10 weeks of any block booking. The Club will be offered the opportunity to pay by invoice, in which case VAT will not be applied to the booking.</p>
5	<p>Cancellation or room changes by the Organisation -</p>
a	<p>The Organisation reserves the right to refuse any application or to cancel or to terminate any booking with or without notice at any time for any reason whatsoever without being bound to give any reason for doing so.</p>

b	Any Hire charge paid in respect of the hiring which is cancelled by the Organisation will be refunded with the exception of a cancellation arising through the failure of the hirer to comply with the conditions of hire.
c	The Organisation shall not be liable for breach of contract or to be held liable for any expenditure incurred or loss sustained, directly or indirectly by the Hirer as a result of refusal, cancellation or termination. In the case of cancellation by the Organisation arising from the Hirer failing to comply with the conditions of hire, the full charge of the booking may be made.
d	The Organisation reserves the right to change the booked room for any reason and offer a suitable alternative with 14 days' notice provided.
e	The Organisation reserves the right to withdraw the use of the facilities if there is an overdue let or if unsatisfactory credit check is received by the Organisation.
f	If bad weather prevents use of the field, other facilities such as the AstroTurf may be offered if available.
6	Cancellation by the Hirer –
a	Payment is due on all booked dates by the hirer whether or not the facilities are used, the following rules applied:
b	Cancellations must be received in writing to the Venue Hire Team with seven clear days before the booked period or charges for that period will be retained and invoiced to the hirer for payment.
c	If seven clear days' notice is given then no charges will apply.
7	Hirers Responsibilities –the Hirer or the Organisation on whose behalf they are acting is responsible for the following:
a	The hirer shall abide by all instructions given by Organisation staff; abusive behaviour will not be tolerated. Smoking is prohibited on the site.
b	The Hirer shall provide sufficient number of suitably qualified persons to carry out the responsibilities for Supervision, safety, control, stewarding, admission & removal of those attending the hiring. In the event of a fire alarm activation exit the building in a safe an orderly manner from the nearest fire exit and assemble on the Astro Turf area at the rear of the Organisation. Await instruction from Organisation staff before re-entering the building. No pets except guide dogs are allowed on the site.
c	Hirers shall indemnify the Organisation from & against any claim for damages, costs or expenses which may be made against the Organisation in respect of personal injury, death or loss of or damage to property sustained by any person and occurring during or in consequence of the hiring and which shall arise from any act or omission by the Hire or any person using the Organisation and its facilities as a result of the hiring.
d	Without prejudice to the geniality of the foregoing indemnity, the Hirer shall effect insurance under a policy arranged by the Organisation (unless evidence of alternative acceptable insurance cover is provided), site only is covered and is subject to the following.
1	Legal liability for injury/illness to third parties &/or loss or damage to their property, including such liabilities that may be imposed upon the Hirer under the terms of the hiring agreement.
2	Legal liabilities (including liability imposed under the hiring agreement) for loss or damage to premises and contents being hired.

	3	For loss/damage caused other than by fire or explosion cover is limited to £10,000 for hiring and subject to an excess of £50.
	4	Damage resulting from fire or explosion is limited to £1m.
	5	A surcharge of 15% of the gross bookable value is payable & this must be indicated. N.B. Site hire only, the activity and personal liability will not be covered
e		Paying the Organisation on demand the cost of repairing or making good any loss or damage over and above normal wear and tear arising from the negligence of the Hirer or any member of the hiring group to the premises or equipment arising out of, or incidental to the hiring. The Organisation shall have the final say on what constitutes damage.
f		Conduct the hiring in a safe and orderly manner in accordance with any relevant by-laws, regulations, licences, conditions of hire (the content of all of which the Hirer shall be deemed to be aware) and only for the purpose stated on the application form signed by the Hirer.
g		Room hire costs cover the agreed price on the booking form only, other items such as AV and any other facilities costs will be charged separately.
h		Ensuring that no exits or fire exits from or within the Organisation are blocked, inside or out and that no chairs or obstacles are placed in the corridors or access areas to emergency exits and that fire appliances are not removed or tampered with.
i		All organisations applying for hire of facilities must be prepared to furnish proof that they are properly constituted organisation to the satisfaction of the Organisation.
j		Vehicles are to be parked in the car park bays. Under no circumstances are cars to be parked on access roads, across the Organisation reception or in disabled bays unless a valid badge is displayed. Car's parked contravening this will be asked to move or notice to such effect placed on the windscreen. Parking at the rear of the building is with prior consent only.
k		Ensuring no food or alcohol is brought onto the premises without prior written permission from the Organisation Lettings Coordinator. Any litter must be placed in the bins provided or removed prior to leaving the site.
l		Access to the Organisation by all persons using the facility is at all times through the Community entrance only, unless otherwise agreed with the Venue Hire Team.
M		The Hirer shall not sublet the Organisation or any part thereof without the written permission of the Venue Hire Team of his/her representative.
N		The Hirer is responsible for restricting the number attending the event to those specified on the booking form.
O		The Hirer shall ensure that all users of the Organisation and its facilities under or by virtue of the hiring comply with the general regulations of the Organisation (which shall be deemed to be incorporated in these conditions) and the Hirer shall be liable to the Organisation for any breach thereof or of these conditions as if such a breach has been committed by the Hirer.
P		Ensuring that noise levels remain below the legal decibel limit at all times.

Q	Leaving the site in an acceptable condition at the end of the hire period.
8	Astroturf playing rules
a	Spikes must not be worn at any time.
b	Goals and such items must not be moved without prior consent of the Venue Hire Duty Manager onsite.
c	Litter must not be left on the Astroturf and breaches may result in the termination of the letting.
9	Catering
a	The Hirer shall not provide refreshments or cooking facilities without the prior written consent of the Organisation. Permission to sell/consume liquids at functions is at the sole discretion of the Organisation.
10	Admission
a	An admission charge may be payable by all participants and spectators on arrival.
11	Broadcasting Rights
a	Broadcasting (sound/TV) filming or photographic rights cannot be exercised without prior written consent from the Organisation.
12	Notice and Sales
a	The Hirer shall not fix or cause to be fixed to the premises or any boundary walls, any notice or poster or arrange the sale of, or the advertisement or any goods or items, without the prior written consent from the Organisation. Fly posting is not permitted.
13	Rights of Removal and Admission
a	The Organisation retains the right to remove/eject, or direct the Hirer to do so, any person who in the opinion of the Organisation or any of its representatives is causing a disturbance, contravening the conditions of hire, or acting in a dangerous or inappropriate manner during the hiring. The Organisation reserves the right to halt or terminate the hiring to completion in an emergency or if the Conditions of Hire are contravened.
14	Equipment
a	All use of Organisation equipment is strictly prohibited without the prior consent of the Organisation and the Hirer shall not bring any equipment onto the premises without the prior permission of the Organisation. Any decorations, scenery, stage properties and costumes shall be inherently incombustible material and treated so that they will not readily catch fire.
15	Electrical Equipment
	In the interest of safety, no electrical appliances may be brought into the building by the Hirer or any person acting on the Hirer's behalf without prior permission. Where permission is granted all electrical appliances must have a current portable appliance test certificate (PAT) and evidence clearly displayed on the item, no equipment must be used if this is not in place and current. Inspections will be carried out prior to use. The Organisation can provide a PAT service at a small additional charge of 80p per item.
16	Breach of Regulations

a	If any booked period of hire is cancelled or terminated by the Organisation a result of these conditions (as to which the decision of the Principal shall be final) the hirer shall remain liable for charges due up to that time, but without prejudice to any claim which the Organisation may have against him/her arising out of such breach or otherwise.
17	Supply of Information
a	The Hirer shall, if requested, supply to the Organisation the names and addresses of persons taking up any booked period under the hiring and the age of any of them who are minors.
18	Deposits
a	Where an event costs less than £150.00 a deposit will not be required.
b	If an event costs over £150.00 and is up to £500.00, a deposit of 20% will be required at the time of booking, for events over £500.00 a 30% deposit will be required which will be refunded after the event. This deposit must be paid at the time of booking by cash, cheque or credit card. The deposit will not be refunded if the agreed time on the booking form is exceeded by more than 15 minutes or if any damage occurs, this will be advised by staff on the day of the booking to the responsible person and followed up in writing to the named person who completed the booking form within 7 days after the event.
19	Payments
a	All one off events will be invoiced 14 days in advance and must be settled in full 7 days in advance of the event. Any booking not settled 7 days prior to the event will be cancelled.