



LETTINGS POLICY

Reviewed and Approved by Governors: January 2018

Version Control

Current version	Previous version	Summary of changes made
January 2018	July 2016	<p>Section 1 Tariff for Hire of Facilities – Dance Studio changed to £15 per hour. Opening times amended.</p> <p>Section 2 Conditions of Hire</p> <p>(2) Changed to invoicing in advance of booking and due within 10 days of invoice.</p> <p>(10) Amendments to Cancellation and Termination of Agreement.</p> <p>(11) Fire assembly points and first aid arrangements included.</p> <p>Section 3 Bolton Council Regulations</p> <p>(7) Included chewing gum is not permitted on site.</p> <p>(14) Included reporting requirements for damages, defects and issues which could be of a health and safety nature.</p> <p>Booking Form amended, second contract details to be obtained. Added hirer to advise if the booking is to provide instruction.</p>

Contents

1. Tariff for Hire of Facilities
2. Conditions of Hire
3. Bolton Council Regulations
4. Booking Form (including VAT exemption and Indemnity forms)

Summary of Facilities Available

- On site free car parking
- School halls
- Drama Studio
- Classrooms
- Facilities available from 5.30pm after school during term time
- Facilities available for hire at weekends and during school holidays
- Full stage and lighting facilities
- MUGA and 3G AstroTurf pitches available for sporting activities
- Sports Hall, Gymnasium, Dance Studio and Swimming Pool available for hire in the Leisure Centre

1. Tariff for Hire of Facilities

INDOOR BOOKINGS - LETTING TIMES	
Monday to Friday (<i>excluding bank holidays</i>):	5.30 pm – 9.30 pm
Saturday & Sunday:	9.00 am – 1.30 pm ¹

TARIFF FOR INDOOR BOOKINGS (per hour)				
Sports Hall	Dance Studio	Gymnasium	Swimming Pool	Classrooms, Boxing Suite, School Halls, all other areas
£45.00 Adults £22.50 Children	£15.00	£22.00	£50.00	Please email for a quote
Further charges may be applicable to cover additional staffing for site security and cleaning depending on the type of event and the number of attendees.				
<i>Charges are excluding VAT which will be charged at the prevailing rate on all eligible lettings. Certain organisations who book for 10 consecutive weeks may be entitled to VAT exemption. Please see section regarding VAT exemption for further details.</i>				

OUTDOOR BOOKINGS - LETTING TIMES	
Monday to Friday (<i>excluding bank holidays</i>):	5.30 pm – 9.30 pm
Saturday & Sunday:	9.00 am – 1.30 pm

TARIFF FOR OUTDOOR BOOKINGS (per hour)		
Tennis/Netball court	Multi Use Games Area	3G Pitch/Football Pitches
£10.00 per court	£30.00 Adults £20.00 Children	Please enquire
<i>Charges are excluding VAT which will be charged at the prevailing rate on all eligible lettings. Certain organisations who book for 10 consecutive weeks may be entitled to VAT exemption. Please see section regarding VAT exemption for further details.</i>		

Please note:

¹ Other times may be available – please enquire via emailing 'leisurebookings@ladybridgehigh.co.uk'

Floodlights for the 3G Pitch are programmed to be switched off at 9:00pm.

Floodlights for the MUGA Pitch are programmed to be switched off at 9:30pm.

HIRE CHARGES WILL BE REVIEWED ON AN ANNUAL BASIS.

2. Conditions of Hire

1. Application for hire of facilities must be made using the Ladybridge Leisure Centre Booking form. On receipt of the Booking Form, an official acceptance email or letter will be sent to the Hirer stating the conditions of the letting and the charges due. Once the booking is accepted you will be contacted to discuss your requirements in more detail and a deposit (refundable) may be required.
2. Facility hire charges will be invoiced on a monthly in advance basis and payment must be made by bank transfer or cheque **within 10 days of date of invoice**. Payments in cash can be made to the Finance Office at Ladybridge High School between the hours of 9:00am and 3:00pm during school term time.
3. In the event of the charges not being paid in accordance with these conditions, all future periods booked by the Hirer will be cancelled upon written notice and the School will seek to recover the debt. **Please note** that **changeover** times are included in the hour session and Hirers are expected to vacate their lane, court or area promptly at the end of the booked session. It is our policy that failure to adhere to these guidelines will incur a financial penalty of a half-hour charge.
4. **IMPORTANT:** Hirers need to be aware that Ladybridge High School cannot be held liable if anyone is injured as a result of the physical activity being conducted unless injury occurs as a result of negligence by the School.
5. Insurance for organisations hiring the facilities is the Hirers' responsibility. Organisations must therefore arrange their own public liability insurance and provide details of the company or broker and a copy of the current insurance certificate.
6. It is the responsibility of the named Hirer to ensure that the health and fitness of all participants is suitable for the activity being undertaken and that appropriate records are maintained.
7. There will be no sub-letting of facilities.
8. Hirers wishing to book facilities in order to provide private coaching to individuals must inform the school at the time of the application. The school will decide if such a booking is appropriate. Failure to comply will result in immediate cancellation of the booking.
9. The Hirer must be 18 years of age or over.
10. Cancellation and Termination of Letting Agreement
 - a) In the event of the Hirer cancelling or failing to take up any booked period, the party shall be liable to pay the charge for that period booked.
 - b) In the event that Ladybridge Leisure Centre cancels a session, the Hirer will not be charged.
 - c) To terminate a letting agreement, a minimum of one month's notice should be given in writing or by email by the Hirer.
 - d) If Ladybridge High School Leisure Centre terminates an agreement, they will also give a minimum of one month's notice in writing or by email. This may be immediate if the Hirer is not meeting the terms set out in the Lettings Policy.

11. Responsibility of the Hirer for Good Order and Safety.

- a) The Hirer shall not use the facilities for any purpose other than the purpose for which they were hired nor shall they use any other areas/rooms/facilities without prior permission. This includes the hiring organisation and the customers/visitors of the hiring organisation.
- b) Hirers, their customers and visitors must adhere to the School's Code of Conduct at all times.
- c) The named Hirer is responsible for the conduct of participants/customers/visitors for that booking and as such shall be liable for any claims for damages that may arise that do not fall within the responsibility of the School itself.
- d) During the period of the hiring, the Hirer is responsible for the supervision of the premises, the fabric and contents, the care, safety and behaviour of all their participants, spectators, customers and visitors.
- e) The Hirer shall ensure that the facility and any equipment used are left in a safe, clean, tidy and orderly condition at the end of each session. Hirers of the Swimming Pool will be expected to ensure the pool cover is in place and any equipment used (lane ropes/floats etc.) are put away in the poolside storage area prior to vacating poolside. Failure to do so will incur an additional charge.
- f) Hirers are not permitted to make any alterations or additions to facilities within the School.
- g) Hirers must ensure that no exits are blocked or chairs/obstructions placed in corridors or fire appliances moved or tampered with.
- h) Hirers must not bring in any equipment or apparatus for use in the school without written permission from the school. Any portable electrical equipment used by the Hirer on the premises must be inspected and tested; engineer reports or PAT test certificates must be available to be supplied on request.

The school accepts no responsibility for loss of or damage to equipment or personal belongings left within School or Leisure Centre premises.

- i) The Sports Hall/Gymnasium/Dance Studio floors although highly resilient will not sustain the wearing of certain types of footwear therefore no individual should wear black soled shoes during activities.

The MUGA pitch has been designed to provide a resilient surface with a good grip and we recommend that a boot with short studs be used for all sports. Aluminium or any metal studs must NOT be used on the surface.

Blades and full studs are NOT permitted on the 3G Pitch as these can damage the surface and even more importantly could cause injury.

- j) The named Hirer will be responsible for keeping a register/record of participants present within their sessions and is also responsible for escorting the participants to the designated assembly point in the event of a fire or other Leisure Centre emergency. **The assembly point is the bus turning circle.** The site staff on duty will take on fire safety responsibilities during an emergency evacuation of the premises. Customers

and visitors must adhere to the School's fire safety policy and emergency evacuation procedures which will be made clear to the named Hirer and displayed in the building.

- k) Hirers should address any foreseeable first aid requirements in their own risk assessment. First aid kits are stored at Leisure Centre Reception along with a defibrillator.
12. Hirers must be aware that the person(s) in charge of anyone less than 18 years of age must hold enhanced DBS clearance and provide us with proof of this at time of booking. The cost and responsibility for DBS checking lies with the organisation the Hirer represents. Ladybridge High School reserve the right to refuse any application for hire if proof of DBS clearance cannot be provided.
 13. Hirers must ensure that anyone who is providing any teaching/coaching/instruction holds an appropriate qualification. Pool users must ensure that they employ the correct number of suitably qualified lifeguards to meet health and safety requirements. Proof of appropriate qualifications will be required at time of booking.
 14. It is the responsibility of the Hirer to ensure that any photography or recording of images and their use thereafter is performed in line with the relevant child protection procedures for each activity.
 15. Hirers are not permitted to display any promotional material within Ladybridge Leisure Centre including outdoor facilities without written permission from the School.
 16. For one-off events, the Hirer will be asked to give final confirmed numbers for bookings no less than one week prior to the booking taking place. Number must not exceed this amount for health and safety reasons.
 17. Parking of vehicles will be permitted in accordance with the details included within the booking confirmation.
 18. Vehicles may only be parked in the marked bays and must not be parked on the yellow lines. Vehicles must not obstruct the road or cause obstruction to our neighbours, block fire escape routes or in any way interfere with the safety of any person attending either the School or Sports Centre premises. The gates and drive must remain clear so that police, fire and ambulance services vehicles can gain access in the event of an emergency.

The school accepts no responsibility for loss of or damage to vehicles parked on School premises.

3. Bolton Council regulations for the use and hire of facilities

Definitions

In these regulations

'Council' means Borough Council of Bolton

'School' includes ALL school premises; Ladybridge High School, Leisure Centre and outdoor areas

'Hirer' means the person signing the application form for the hire of facilities.

Where a promoting organisation is named in the application for hire that organisation shall also be considered the Hirer and shall be jointly and separately liable thereon with the person who signs the form.

'Management' – means Head Teacher, Business Manager, Facilities Manager, Leisure Centre and Community Manager or any person acting on their behalf.

General conditions

1. A Hirer shall indemnify the School and Bolton Council against any claim for or in respect of accident to, loss of or damage sustained by any person or property on the premises during such time as the premises are in use by an Individual, Club or Organisation, except in the case of accident, loss or damage caused by the negligent act or default of an Officer or servant of the said Council acting as such or insofar as this cannot be required under the provisions of the Unfair Contract Terms Act 1977. An Individual, Club or Organisation shall not commence activities until an indemnity form has been signed by the Hirer.
2. Any damage done to the premises, fittings, conveniences, equipment, buildings and grounds or any other property of the School during such time as it is used by an Individual, Club or Organisation and not arising from the act or default of the said Council or an Officer or servant thereof shall be made good at the expense of the Individual, Club or Organisation. Furthermore any damage must be reported to the Site Officer as soon as possible. This will include for example, repair or replacement of property and call out charges resulting from setting off the intruder alarm and fire alarm systems.
3. The management reserves the right at all times to refuse or restrict entry to the School or any part of it. It also reserves the right to specify on what days and at what times entry to the School and the use of its facilities and equipment will be available to declare facilities or equipment unfit for use and to decide the opening and closing times for the School and each facility within it.
4. The Management further reserves the right to evict from the School any person refusing to comply with the regulations or misconduct themselves or in any way causing danger or annoyance to other persons.
5. Black soled shoes and/or outdoor shoes will not be allowed on indoor sports playing areas. Those participating should be appropriately and suitably dressed for the activity in which they are engaged.
6. Smoking is not permitted on site.
7. Chewing gum is not permitted on site.
8. The sale of and drinking of alcoholic liquor is prohibited.
9. The Hirer shall not use the facilities for any purpose other than that specified in the agreement.
10. The Hirer acknowledges the right of the Council, through the Management to enter upon the School and/or activity area at any time during the period of the hiring and cancel the hiring forthwith in the event of breach of any of the conditions specified or if they are of the opinion that the hiring is likely to prove of an objectionable or undesirable character, but in the event the Council shall not be liable to pay any compensation to any person in respect of the cancellation.

11. The Hirer is responsible for maintaining acceptable standards of behaviour and noise levels by their patrons both inside and outside of the facility.
12. An Individual, Club or Organisation hiring a facility shall ensure the presence of suitable persons to carry out proper supervision for all elements of safety including a qualified first aider.
13. A Hirer shall not unless expressly authorised:
 - (a) bring any dangerous or obnoxious substance into the premises;
 - (b) prepare, serve or sell any food or drink on the premises without prior permission;
 - (c) sell or supply to other persons any goods of any description whatsoever;
 - (d) allow gaming or unlawful acts to be permitted.
14. The Hirer will ensure that the facilities, equipment and outdoor areas are left in a clean, tidy and orderly condition at the end of the period of use.
15. Hirers are asked to check the facilities on arrival and report any damages, defects or issues which could of a health and safety concern to a member of staff immediately.
16. During the period of the hiring, the Hirer is responsible for the supervision of the premises, the fabric and contents, the care, safety and behaviour of all participants, spectators, customers and visitors.



BOOKING FORM

Facility Required:	
Purpose of Hiring:	
With / Without Floodlights	
Day(s) and Date(s) required	From: To:
Hours required:	From: To:
<u>Participant Details</u> Approximate number of participants: Age range of participants:	
<u>Supervision Arrangements</u> Details of qualified instructors: Name of qualified first aiders:	
<i>NB: Supervision details for all sessions will need to be approved by the school.</i>	
<u>Details of the Hirer</u> <i>(must be over 18)</i> Name of booking official contact: Name of organisation: Address for correspondence: Telephone (daytime): Telephone (evening): Email address:	

<p>First point of contact for cancellations: (e.g. due to unforeseen circumstances such as 3G pitch closed due to ice/snow)</p> <p>Telephone Number:</p> <p>Email Address:</p>		
<p>Name of Alternative Contact:</p> <p>Telephone Number:</p> <p>Email Address:</p>		
<p>Do members of your club or any attendees during your booking give any instruction on how to carry out an activity? YES / NO</p> <p>If you have answered NO to the above question, please sign to confirm that instruction is not given:</p>	<p>Signed:</p>	
	<p>Print Name:</p>	
<p>If you have answered 'Yes' to the above question, Hirers are required to be covered by their own insurance for any unforeseen accidents/incidents. (Bolton Council recommended public liability insurance cover is a minimum limit of £10 million.)</p>		
<p><u>Certification</u></p> <p>Insurance <i>(copy of certificate required)</i></p> <p style="text-align: right;">Policy Number: Expiry Date:</p> <p>Enhanced DBS details enclosed: <i>(Applicable to those supervising anyone under 18 years of age. Payment and arrangements for obtaining DBS clearance must be made by the Hirer)</i></p> <p>Coaching/Instructor/Teacher/Lifeguard qualifications enclosed:</p> <p>Risk Assessments for the activities</p>	<p>Yes / No</p> <p>Yes / No</p> <p>Yes / No</p>	
<p><i>NB: Bookings are not confirmed until all relevant certification has been received and confirmation of the booking is received in writing by the School.</i></p>		

VAT EXEMPTION (if applicable)

VAT exemption for block bookings applies only to Schools, Clubs, Associations and organisations representing affiliated clubs or constituted associations.

In addition, Hirers must meet all the following criteria to be exempt from VAT:

- ✓ There must be a minimum of ten individual sessions for the same facility;
- ✓ The interval between each session is at least one day and not more than fourteen days;
- ✓ The Hirer/organisation to whom the facilities are let must have exclusive use of them during the sessions;
- ✓ The booking is to be paid for in full and cancellations are not accepted. All dates must be paid for whether or not the right to use the facility is exercised.

Please note the following information is required by Customs & Excise:

1. Do you consider that your club/organisation qualifies for VAT exemption? Yes/No
2. Please indicate from the list which type of organisation you represent

School	<input type="checkbox"/>
Club	<input type="checkbox"/>
Association	<input type="checkbox"/>
Organisation representing affiliated clubs	<input type="checkbox"/>
Constituted association	<input type="checkbox"/>

(Tick as appropriate)

If you have ticked any boxes above, please provide further details such as the name of the School, Club, or Association and, where appropriate, affiliation numbers of the organisation.

If the exemption criteria above cannot be met then the charge will be subject to VAT

I confirm I have read the criteria for VAT exemption and that meet the criteria for a VAT exempt series of lettings as set out above

Name of club/organisation: _____

Signed _____ Date: _____

LADYBRIDGE LEISURE CENTRE



CONDITIONS OF HIRE OF PREMISES

INDEMNITY FORM

I have read and agree to the General Conditions in respect of the hire of Ladybridge High School and Leisure Centre:

For use of the School or Leisure Centre

Between (insert times) _____ am / pm on _____ and
_____ am / pm on _____

I/we hereby agree to indemnify the School except in the case of accident, loss or damage caused by the negligent act or default of any employee or representative of the School, from and against all losses, actions, proceedings, damages, expenses, liabilities, costs, claims and demands caused by my/our use of the School during the Period of Hire.

Dated: _____

Signed: _____
(*Must be 18 years or over*)

Print Name: _____

Name of Organisation: _____

Position: _____

Address: _____

DECLARATION

I have read and understood the following documents:

- ✓ Tariff for Hire of Facilities (included in this document)
- ✓ Conditions of Hire (included in this document/separate document for 3G pitch)
- ✓ Borough Council of Bolton Regulations (included in this document)
- ✓ Booking Form (including VAT exemption and indemnity forms)
- ✓ Activity Risk Assessment (to be provided by the Hirer)

I agree to abide by the terms and conditions of the Ladybridge High School Lettings Policy. The information provided is correct to the best of my knowledge.

Signature _____ Date _____

Print Name _____

On behalf of (*Club/Organisation*) _____

Please return this completed form to:

Sandra Choudhury
Ladybridge High School,
New York, Bolton,
BL3 4NG.

Telephone: 01204 656569

E-mail: leisurebookings@ladybridgehigh.co.uk

WHEN ALL THE REQUIRED DOCUMENTS ARE RECEIVED, A SIGNED COPY OF THE AGREEMENT WILL BE SENT TO THE HIRER TO CONFIRM THE BOOKING.

FOR OFFICE USE ONLY (*to be completed when received*)

Document Required	Date of Expiry	Received Y/N
Booking form (<i>including vat exemption and indemnity forms</i>)		
Proof of Public Liability Insurance		
Proof of enhanced DBS clearance		
Coach/instructor/teacher/lifeguard qualifications		
Activity risk assessment		

Booking confirmation signed by Authorised Representative of the School

Signature _____ Date _____

Print Name _____

Position in School _____