



**ST MARY'S SPORTS COLLEGE**

# **COMMUNITY USE PACK**

**November 2014**

**Approved by the Finance and Personnel Committee November 2014**

## **CONTENTS**

Conditions for Lettings  
Booking Form  
Insurance Statement  
Insurance Questionnaire  
Schedule of Charges

## **CONDITIONS FOR LETTINGS**

### **1. GENERAL**

- 1.1 The college's facilities shall be used only for the purpose(s) specified on the booking form and use must not adversely affect either the college or other community users.
- 1.2 In the event of any user seriously or persistently abusing this policy the governing body shall be entitled to suspend use immediately.
- 1.3 All applications for letting should normally be made at least one calendar month before the date required, so that any points of doubt may be clarified. However the College understand that some customers will apply much closer to the date required. The college welcome all applications. All fees must be paid on receipt of an invoice from the college.
- 1.4 The governing body shall be free from liability if the facilities are not available through causes outside the college's control, e.g. examinations, elections or directed use.
- 1.5 The decision to allow the use of school premises out of hours is for the school governing body, who approve the Community Use Policy and Scale of Charges, and the delegated powers for charges to vary from the scale of charges in order to promote the use of facilities, promote sporting participation for College students and ensure that customer charges are competitive.
- 1.6 Any cancellations by the user for single or a series of uses must be notified to the college with at least one week's notice. Failure to notify the college in time may result in a charge being made.
- 1.7 The governing body reserves the right at any time to increase the charges on the giving of one calendar month's notice to the hirer.
- 1.8 The governing body reserves the right to alter, amend or add to the conditions of use at any time and such alterations will be effective on the giving of seven day's notice to the hirer.
- 1.9 This policy does not apply to St Mary's Sports Academy, where separate charges are set by the Sports Academy for the use of its facilities.
- 1.10 This Policy will be reviewed every 2 years. The Schedule of Charges may vary during this period.

### **2. LOSS OR DAMAGE/INDEMNITY/INSURANCE MATTERS**

- 2.1 The governing body shall not be liable for any loss or damage to the user or any person(s) admitted to the premises by the user except where the same is due to the negligence of the college or governing body or any person for whom the college and the governing body are responsible.
- 2.2 Users shall inspect the area to be used and report any faults or concerns to the college staff immediately. The club or team organiser or his deputy must sign and date the attendance sheet as requested by the college staff on duty.
- 2.3 The governing body requires the user to make good any loss or damage caused to facilities or property on the premises during the hire period and to remove any litter or debris for which the user is responsible.
- 2.4 In submitting the booking form, the user agrees:

- a) to indemnify the LA, the college and the governing body in respect of liability for:
- personal injury (whether fatal or otherwise) and
  - any other loss damage costs and expenses where the liability arises directly or indirectly out of this agreement, except where liability arises wholly or partly from negligence or breach of statutory duty by the LA, the college or the governing body.
- b) for the period of hire to maintain an adequate public liability insurance policy with an insurance company of repute against the user's legal liability, including the indemnity at 2.3a above arising from the use of the facilities by the user and to produce on request to the college the a current insurance policy.

### 3. **SPECIFIC CONDITIONS**

- 3.1 Community use must not interfere with the statutory obligations of the college to deliver the curriculum.
- 3.2 Users must not smoke on college premises, inside or outside the building.
- 3.3 The use of the college kitchen is not permitted.
- 3.4 The use of any footwear, equipment, chemicals or other materials which may cause damage to college floor surfaces or building fabric is not permitted.
- 3.5 All users shall familiarise themselves with notices related to health, safety and fire precautions displayed around the college premises.
- 3.6 No portable electrical equipment supplied by the hirer must be connected to the fixed electrical supply unless it has undergone periodic testing and certification for electrical safety at least annually by a competent person, in accordance with the Electricity at Work Act 1989. The governing body reserves the right to inspect the documents at any time.
- 3.7 The user shall ensure that the college premises are left in a clean and tidy condition. Failure to do so will result in an additional charge being made.
- 3.8 No person under the age of 18 may make a booking for the use of college premises.
- 3.9 No bookings will be accepted from groups known to have aims and objectives that conflict with the governing body's commitment to equal opportunities; this includes aims and objectives that discriminate on the grounds of disability, gender, sexuality, or race.
- 3.10 Car parking, where available, is at the owner's risk. The user must ensure that entrance roads are kept free and access for emergency vehicles is not obstructed.
- 3.11 No permanent furniture shall be introduced onto the premises without the prior permission of the college or governing body.
- 3.12 The user will make arrangements for:
- a) the acceptance onto the premises and the removal of any property required for the user's own purposes; Please be aware that storage is limited.
  - b) the removal unless otherwise agreed on the expiry of the hire period of such property, or the hiring fee will be continued on a daily basis and no responsibility will be taken by the college, or governing body for its security or removal.

- 3.13 Hire of college premises does not include use of equipment or materials, unless stated in the booking confirmation or provided as a normal part of the sports facilities. A charge will be made for such items if their use is requested. Where the equipment is specialised, a suitable person must be present to supervise its use. No equipment or fittings must be removed or adjusted without the previous approval of the college or governing body.
- 3.14 Sole hirers of college facilities must be the sole instructor for all activities undertaken and always be present during booked time. The College will record attendance or if the booking is cancelled or no show.
- 3.15 The start and finish times of bookings must be strictly adhered to. Users may not be allowed into the premises before the start time for their booking if this is not convenient and classes must have left the buildings by the end of their booking time.

#### **4. CHILD PROTECTION**

- 4.1 Where activities involve children, users are responsible for ensuring that their staff/volunteers have a satisfactory Disclosure from the DBS.

#### **5. RISK ASSESSMENT**

- 5.1 The College has in place Risk Assessments for the use of its premises and will monitor users to ensure the facilities are used in accordance with the risk assessment. Users must comply with any instructions provided by College staff on using the facilities.
- 5.2 If a user requires their own risk assessment to use a college facility the college can offer advice about risk assessment on request, but it is the responsibility of the user to request such advice.

#### **6. PUBLIC ENTERTAINMENT**

- 6.1 Premises which are licensed for public entertainment are subject to the conditions of appropriate licences, which must be complied with by the user.
- 6.2 Where premises are not licensed, the promoters of any entertainment which requires a licence is responsible for ensuring it is obtained.
- 6.3 When facilities are hired for public entertainment or meetings, the user shall ensure that sufficient stewards are available at exits and entrances to maintain order. Maintaining order is the sole responsibility of the user.
- 6.4 No dramatic, musical or other work in which a copyright subsists shall be performed on the premises unless the consent of the owner of the copyright has been obtained. The user shall indemnify the college and governing body against all claims made against them for breach of copyright.
- 6.5 The consumption of alcohol will only be allowed in the course of functions organised by responsible bodies, with the prior approval of the governing body and subject to normal licensing arrangements. It is the responsibility of the user to make enquiries of the Clerk to the Licensing Justices to ascertain licensing arrangements and to ensure that all the relevant licensing requirements are met and observed.

#### **7. SPORTS GROUPS**

Sports groups or their instructors must be members of or registered with the appropriate sporting national body and comply with that body's policy on coaching.



**ADVANCE/BLOCK BOOKING FORM  
Affiliated Clubs and Organisations**

Booking ref no: \_\_\_\_\_

Name of Club/Organisation (must be affiliated): \_\_\_\_\_

Contact: \_\_\_\_\_ Email: \_\_\_\_\_

Tel: \_\_\_\_\_ Mobile \_\_\_\_\_

Invoice Name/Address \_\_\_\_\_

\_\_\_\_\_

<b>Academy Sports Hall</b>	Full	1	2	3	4	
		Courts				

<b>SMC SPORTS HALL</b> (see reverse*1 & *3 & *4)	
---	--

<b>4G</b>	FULL	1	2	3	
		Pitch			

<b>DANCE STUDIO</b>	
---------------------	--

<b>OSH</b>	
------------	--

<b>NSH</b>	
------------	--

DAYS	MON	TUE	WED	THUR	FRI	SAT	SUN
------	-----	-----	-----	------	-----	-----	-----

<b>Times:</b>	<b>Start Date:</b>	<b>End Date:</b>
<b>List other dates : (if not continuous)</b>		

Activity: \_\_\_\_\_

Additional equipment: \_\_\_\_\_

**THIS BOOKING IS PROVISIONAL UNTIL YOU RECEIVE YOUR WRITTEN CONFIRMATION. PROVISIONAL BOOKINGS WILL ONLY BE HELD FOR 7 DAYS FROM \_\_\_\_\_**

All Affiliated Clubs or Organisations must provide the following documentation:

Copy of Mandatory Public Liability Insurance Certificate  Details of Coaching Qualifications

**Clubs involving minors must have a current child protection policy in place including D.B.S checks. The SMC Sports Village management will need to obtain copies of these prior to the first session.**

No of sessions \_\_\_\_\_ x No of hours \_\_\_\_\_ @ cost per hour £ \_\_\_\_\_ = £ \_\_\_\_\_ **This rate applies to this booking only**

Discount rate is only applicable for bookings of 10 or more paid in advance **14 days before booking commences**  
(if discount rate – Manager’s signature) \_\_\_\_\_

Payment method (please circle)      **ADVANCE**      **WEEKLY**      (weekly payments do not qualify for reduced rates)

Please sign and date this agreement to confirm you have read and will abide by the terms and conditions (see over). This booking is not firm until you have received a booking confirmation number.

Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

# **SMC Sports Village**

## **Advance/Block Booking Terms & Conditions**

Please read the following terms and conditions before completing your application form. By signing the form, the affiliated club or organisation confirms their acceptance of all conditions. In the instance of telephone ad-hoc bookings these terms and conditions also apply

- All bookings shall remain unconfirmed until you receive written confirmation from the SMC Sports Village except telephone on-off bookings.
- Any cancelled sessions for discounted bookings paid and booked in advance will not be liable for refund unless cancelled by the SMC Sports Village.
- Provisional bookings will only be held for 7 days from the date of the booking form being issued.
- Once a signed booking sheet has been returned and a confirmation issued, this forms the contract. Cancellation of the booking prior to commencement is subject to no less than 50% retention of the advance booking fees.
- All advance bookings paid on the night which are not subject to a discount will be liable for 50% of the payment if the booking is cancelled within 48 hours of the session taking place, and full payment shall be required if notification is received within 24 hours of the session taking place.
- Clubs will still be liable for any incurred costs regardless of a change of committee or treasurer or club name.
- We reserve the right to increase hire fees. In the instance of bookings of over three month's duration this shall be the maximum time that the initial hire fee can be fixed for. Notice shall be given in writing 1 month in advance of hire fee changes. Bookings starting after a price increase will be at the new rate following the 1 months' notice.
- Payment option – please select your preferred option, however, failure to pay in line with the preferred option will lead to the cancellation of your booking and/or future bookings being refused until outstanding payments have been received.
- All affiliated clubs or organisations must have sufficient Public Liability insurance (with cover up to 3 million pounds), and provide a copy of the certificate along with your block booking application.
- All dealings with the organisation will be via the name given on the application form unless a second contact name is provided (to avoid confusion we will only accept instruction on behalf of your organisation from the designated individuals). We require address not just telephone number. It is the club's responsibility to keep these instructions up to date and the Academy accept no liability for non-receipt of correspondence.
- If a user group involves minors, the group must have a current Child Protection Policy in force including DBS checks and coach qualifications and risk assessments and Public Liability Insurance.
- The SMC Sports Village management reserve the right to cancel an entire advance booking, for which notice will be given in writing and a full refund being made.
- The SMC Sports Village management reserve the right to cancel any session, which will be limited to a full refund of the session fee.
- The affiliated Club/Association/Organisation is responsible for the behaviour of their members at all times within the boundaries of the Sports Village site and will be held accountable in the event of intentional damage or inappropriate behaviour.
- Please note that the time for your booking includes time for the setting up and taking down of any equipment.
- Please state clearly on the application form which activity you will be playing and any additional equipment required for hire from the SMC Sports Village.
- For activities where, for health and safety reasons coaches are required to hold appropriate qualifications, please provide details of qualifications held within your organisation.
- Advance bookings for one-off activities/events can be made up to twelve months in advance with 50% of cost (which is non-refundable) payable upon confirmation of booking with the remainder 4 weeks prior to the event taking place. If such a booking is for a large scale event, please discuss your requirements with a member of the Sports Village management prior to submitting your application.
- For large scale events, a minimum of four weeks notification of cancellation is required; failure to do so will result in full cost becoming payable. An appropriate final date for cancellation will be agreed with you when you discuss your requirements with the Sports Village management.
- Please use the lockers provided in the changing areas, bags and personal belongings should not be taken into any of the activity areas.
- Items are left unattended anywhere within the facilities entirely at the owners risk; items will be removed at the discretion of the Management if it is felt they are at risk of being stolen.
- Under no circumstances should food or open cups/cans be taken into any of the activity areas unless by agreement with the management.

- Clients must present themselves to the Academy reception for any bookings in the SMC Sports Village
- Bookings in the SMC Old Sports Hall may be subject to disruption during exam periods. Extensions to booking (if available) or refund will be offered in these instances.
- Facility User agreement must be read and signed by the affiliated club or organisation prior to their first session

### **Confirmation of Bookings**

Bookings will generally be confirmed by email to the hirer and will confirm the date (s), times and charge for the booking. Bookings will only be confirmed when the standard booking form, including the booking terms and conditions which are on the reverse of the form, is received. If the booking is a block booking the amount payable must be received **in full in advance of the series of bookings** starting and if this does not happen the booking confirmation cost will increase to include applicable VAT.

### **INSURANCE STATEMENT**

The Importance of Public Liability Insurance to any organisation or person hiring college premises is that their Insurers undertake to protect them against their legal liability to pay compensation for death, bodily injury or disease to third parties or loss of or damage to their property. It is not unusual nowadays to see Courts award settlements well in excess of £1million following serious injury to single individuals. Obviously, the risk of a catastrophe on this scale is remote but clearly it is essential that every hirer of college premises is adequately insured because few will have the financial resources to meet their liabilities without appropriate insurance.

- The Council carries its own liability insurance but this cannot deal with claims for injury to third parties or loss of or damage to their property caused by the organiser, team or any individual hiring college premises.
- The organisation, team or individual hiring college premises must therefore arrange their own insurance as clearly stated in the Hire Conditions. In this respect, the limit of indemnity under their Public Liability Policy must not be less than £2million.

**ST MARY'S SPORTS COLLEGE  
COMMUNITY USE**

**INSURANCE QUESTIONNAIRE**

It is necessary for you to have your own Public Liability insurance as the Authority's insurance cannot protect you as the hirer against your legal liability to pay compensation for accidental death of, or bodily injury to, third parties or accidental loss of, or accidental damage caused to their property. You will appreciate that this is a risk which must be avoided in everyone's interests. ***If you do not have Public Liability Insurance, you must not use the college's facilities.***

Name of the individual, group or association insured <i>(must be the same as Name of Hirer)</i>	
Insurer and branch	
Policy Number	
Renewal Date	
Limit of Indemnity	
Does the policy include Club Member to Club Member Insurance (If appropriate)?	Yes/No
Does the policy include Damage to Premises?	Yes/No

The college needs evidence of continuity of Public Liability Insurance cover and will require you to provide a current insurance certificate if the College is not already in possession of a current certificate for your organisation. You must also notify the college immediately if cover is changed, lapsed or cancelled.

Hirer .....

Date ...../...../.....

Authorised signatory .....

**ST MARY'S SPORTS COLLEGE COMMUNITY USE SCHEDULE OF CHARGES  
FROM SEPTEMBER 2014**

**- SCHEDULE OF CHARGES**

Sporting activity charges include VAT. Non sporting facilities exclude VAT. Refer to the Note on VAT Charges.

<b>Facility</b>	<b>Commercial Rate</b>	<b>Discounted Rate</b>
Basic classroom	£20 p/h Mon - Fri £25 p/h Sat & Sun	£10 p/h Mon - Fri £15.00 p/h Sat & Sun
Specialist classroom/training room (including use of equipment) <b>Including VAT.</b>	£57 p/h Mon - Fri £70 p/h Sat & Sun	£43 p/h Mon - Fri £53 p/h Sat & Sun
<b>Sports-hall, (OSH) including use of changing rooms – Full Hall</b>	£24 p/h Mon - Fri £24 p/h Sat & Sun	£17.00 p/h Mon - Fri £17.00 p/h Sat & Sun
<b>One Court</b>	£8.00 p/h Mon - Fri £8.00 p/h Sat & Sun	£6.00 p/h Mon - Fri £6.00 p/h Sat & Sun
<b>Cricket Nets – minimum booking for 2 Nets @ £15 per net</b>	£30.00 p/h Mon – Fri £30.00 p/h Sat & Sun	£22.00 p/h Mon – Fri £22.00 p/h Sat & Sun
<b>Sports Hall rates include VAT</b>		
<b><u>MUGA – Multi Use Games Area</u> Full Area</b>	£60 p/h Mon - Fri £60 p/h Sat & Sun	£50.00 p/h Mon - Fri £50.00 p/h Sat & Sun
<b>Half Area</b>	£30 p/h Mon - Fri £30 p/h Sat & Sun	£25.00 p/h Mon - Fri £25.00 p/h Sat & Sun
<b>Per Court MUGA Rates Include VAT</b>	£15 p/h Mon - Fri £15 p/h Sat & Sun	£10.00 p/h Mon - Fri £10.00 p/h Sat & Sun
<b><u>4G Facility</u></b>		
<b>Full Pitch</b>	£65 p/h Mon-Fri £65 p/h Sat & Sun	£60 p/h Mon-Fri £60 p/h Mon-Fri
<b>Half Pitch</b>	£50 p/h Mon-Fri £50 p/h Sat & Sun	£45 p/h Mon-Fri £45 p/h Sat & Sun
<b>9v9 Pitch</b>	£30 p/h Mon-Fri £30 p/h Sat & Sun	£30 p/h Mon-Fri £30 p/h Sat & Sun
<b>Rates include VAT</b>		
Main School Hall	£28 p/h Mon - Fri £34.00 p/h Saturday	£20.00 p/h Mon - Fri £25.00 p/h Saturday
Football or rugby pitch, rounders field, including use of changing rooms <b>Rates include VAT</b>	£17 p/h Mon - Fri £20 p/h Saturday	£11.50 p/h Mon - Fri £15.00 p/h Saturday
Dining Hall ( <u>not</u> including kitchen)	£25 p/h Mon - Fri £32.00h Saturday	£18.75 p/h Mon - Fri £24.00p/h Saturday
<b>Additional services</b>	<b>Commercial Rate</b>	<b>Discounted Rate</b>
The charge for additional services will depend on the facilities being booked and customers must request the additional services they require at the time of the booking to receive a quotation. Additional services may include setting out of rooms and staff support service costs.		

Vat has been included on charges for the Sports facilities, (sports-hall, gymnasium or pitch). Non-sporting activities and block bookings for sporting activities are VAT exempt. Lettings with more than basic facilities provided (e.g. visual aids, music / PA systems and stages) are standard rated for VAT.

Sunday Bookings – Due to the additional cost to the school of opening on a Sunday all requests must be by application only.

The **commercial** rate will apply to:-

- profit making organisations;
- training providers.

The **discounted** rate will apply to:-

- partner organisations;
- sponsors;
- registered charities or fund raising activities.
- Non profit making community groups, where the activity directly benefits local people

Bookings involving the use of several facilities over a period of longer than 24 hours may be subject to separate negotiation with the school.

### **Variation to the Schedule of Charges.**

The College may consider requests for free or subsidised use of facilities and each request will be considered individually in respect of the current use of facilities, availability and the aims of the group and the aims of the school to promote participation in sport and activities for its students.

The Director of Sport, Sports Facility Manager, and Head Teacher (or delegated senior manager) have the authority to vary any of the standard charges for any College Facility.

The Schedule of Charges may increase or decrease during the period of this policy prior to the Policy being reviewed every 2 years.

### **GENERAL (Please refer to VAT leaflet 742 Land and Property May 2012)**

1. The letting of facilities designed or adapted for playing any sport or taking part in physical recreation is normally **standard rated**. However it may be exempt if: -
  - the letting is for over 24 hours OR
  - there is a series of lettings to the same person over a period of time.
2. Your sporting facilities supply is **exempt**, ( unless you have opted to tax) when you meet all the following
  - The series consists of 10 or more sessions
  - Each session is for the same sport or activity
  - Each session is in the same place. This condition is still met where a different pitch, court or lane is used, ( of a different number of pitches, courts or lanes, as long as these are at the same establishment) .
  - The interval between each session is a least 1 days but not more than 14 days, ( for an interval to be at least 1 day, 24 hours must elapse between the start of each session). The duration of the sessions may be varied. There is no exception for intervals greater than 14 days through the closure of the facility for any reason.
  - **The series is to be paid for as a whole** and there is written evidence to the fact. This must include evidence that payment is to be made **in full** whether or not the right to use the facility for any specific session is actually exercised. Provision for a refund given by the provider in the event

of the unforeseen non-availability of their facility would not affect this condition.

- The facilities are let out to a school, club, association or an organisation representing affiliated clubs or constituent associations, such as a local league.
- The person to whom the facilities are let has exclusive use of them during the sessions.

Where changing rooms and floodlights or other minor goods and services are included in the letting of sports and physical recreational activities, they have the same liability even if they are invoiced separately if they are integral to the letting, but optional services e.g. staff service, are treated according to their normal liability.

### **Other lettings**

Lettings which include only basic facilities (chairs, tables, toilets and the lessee's use of a kitchen), are exempt from VAT.

Lettings with more than basic facilities provided (e.g. visual aids, whiteboards, music/PA systems and stages) are standard rated for VAT. The majority of the school's facilities fall into this category.

If the letting includes the provision of catering (the supply of food and/or drink), then that element of the charge is standard rated for VAT.