ABERDARE COMMUNITY SCHOOL

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Hire of Premises Policy

November 2017

**USE OF SCHOOL PREMISES AND FACILITIES POLICY**

**This policy was agreed by the Governing Body of Aberdare Community School in their meeting held on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**It will be reviewed in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signed ……………………………….. Chair of Governors**

**Signed ……………………………….. Headteacher**

It is the policy of the Aberdare Community School to permit responsible individuals or organisations the use of school buildings and sporting facilities including the following: -

Main Hall

Performance / Dance Studio

Standard Classrooms

Specialist Classrooms i.e. I.C.T.

Lecture Theatre

Recording Studio

Multi Use Games Area

The use of these facilities will only be permitted where there is no interference with the schools own educational activities.

**Conditions of Use**

1. A completed Application for Use of School Premises and Facilities Form (Appendix A) and a valid Certificate(s) of Public Liability Insurance must be submitted to the Finance Director, Aberdare Community School, Ynys Road, Ynys, Aberdare, CF44 7RP.
2. The applicant must review this policy.
3. The applicant must ensure that all regulations relating to the areas noted below are adhered to at all times:
   1. Public Safety
   2. Fire Safety
   3. Law and Order
   4. H.M.R.C.
4. In accordance with the Local Authorities No Smoking Policy, smoking is not permitted anywhere on the school site.
5. Alcoholic beverages are not allowed on school premises.
6. The applicant must be present throughout the time the facilities are being used. The applicant is responsible for the decorum of the group, including spectators.
7. The applicant must ensure users, including spectators, remain in the facility hired and do not wander around the school site and/or attempt to access other areas of the building.
8. It is the responsibility of the applicant to ensure the appropriate adult to child supervision ratio is established and that all supervisors have completed a DBS Check.
9. Food and/or beverages are only permitted in the restaurant. Eating food is not permitted in any of the hired facilities. The applicant is responsible for managing the disposal of all litter.

Facilities must be left litter free.

1. The school has a significant amount of expensive and specialist equipment. Any damages sustained to the equipment or facilities during its use will be considered the responsibility of the renting organisation/person.  The renting organisation/applicant will be invoiced for any repairs and/or cleaning needed to restore the facility and/or equipment to its original state.
2. Users are not permitted to use personal portable electrical appliances within the School. The Schools own portable electrical appliances are regularly tested under PAT regulations.
3. Access to the School and facilities will be available only as indicated on the approved application form.
4. The use of certain equipment i.e. stage lighting, P.A. system, Recording facilities and other ICT equipment may require the supervision of a member of the school staff who is appropriately trained. If so, this will incur an additional charge.
5. Drivers must take extra care when driving on site. Vehicles must park in designated parking bays only. Car Parking charges apply at certain times of day and these must be paid separately to any hire agreement.
6. On days when the School has to close because of emergency conditions, i.e. snow; the school facilities will not be available. All scheduled use will automatically be cancelled and not charged.
7. If at any time the conditions of use are not adhered to the school reserves the right to stop users using the facilities.

**Insurance Cover**

The applicant is responsible for arranging their own insurance to cover against any claims for injuries or losses to persons or property that are alleged to have arisen in connection with their activities. A copy of the appropriate insurance certificate(s) must be submitted with the completed booking application form.

**Charges**

Hire charges listed below are calculated to cover costs incurred by the school, such as: caretaking, cleaning, heating and lighting and any other operating expenses that may occur.

It may be possible to apply a discount to the charges below for ‘partner’ organisations (i.e. Feeder Primary Schools); whole term/long term bookings; or groups that include pupils attending Aberdare Community School.

**VAT**

Where the Main Hall and/or a Standard Classroom is hired, and no school equipment is used, VAT will not be payable. However, where school equipment is used within a facility, i.e. data projector, sound system, interactive white board, then VAT will be charged in addition to the hourly rate listed below.

**HOURLY RATES (Excluding VAT)**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Location** | **During Term Time:**  **3.30pm to 6pm Monday to Friday** | **During Term Time:**  **After 6pm Monday to Friday** | **Outside of Term Time:**  **8am to 4pm Monday to Friday** | **Outside of Term Time:**  **After 4pm Monday to Friday** | **Saturdays and Sundays** |
| Main Hall\* | £ 25.00 | £ 30.00 | £ 25.00 | £ 40.00 | £ 50.00 |
| Performance/Dance Studio\* | £ 20.00 | £ 23.00 | £ 20.00 | £ 30.00 | £ 40.00 |
| Standard Classroom | £ 15.00 | £ 18.00 | £ 15.00 | £ 25.00 | £ 35.00 |
| Specialist Classroom and Lecture Theatre\* | £ 20.00 | £ 23.00 | £ 20.00 | £ 30.00 | £ 40.00 |
| Recording Studio\* | P.O.A. | P.O.A. | P.O.A. | `  P.O.A. | P.O.A. |

\* If specialist equipment is being used in these rooms, then it may be necessary to hire a member of the school staff who is trained in operating the equipment. This will incur a further cost of £ 18 per hour plus VAT.

For the hire of Sports Facilities, VAT will be applied to the hourly charges listed below. If a hire can prove that they meet all the criteria listed in Appendix B, then VAT will not be charged.

**HOURLY RATES (Excluding VAT)**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Location** | **During Term Time:**  **3.30pm and 6pm Monday to Friday** | **During Term Time:**  **After 6pm Monday to Friday** | **Outside of Term Time:**  **8am to 4pm Monday to Friday** | **Outside of Term Time:**  **After 4pm Monday to Friday** | **Saturdays and Sundays** |
| Multi Use Games Area – Full Area -NO lights | £ 30.00 | £ 40.00 | £ 30.00 | £ 45.00 | £ 50.00 |
| Multi Use Games Area – Half Area NO lights | £ 20.00 | £ 30.00 | £ 20.00 | £ 35.00 | £ 40.00 |
| Multi Use Games Area – Full Area -WITH lights | £ 40.00 | £ 50.00 | £ 40.00 | £ 55.00 | £ 60.00 |
| Multi Use Games Area – Half Area WITH lights | £ 30.00 | £ 40.00 | £ 30.00 | £ 45.00 | £ 50.00 |

**Payment**

Once the Application Form has been received and approved by the school, the applicant will receive a school invoice. Unless otherwise agreed in advance with the school, payment of the invoice must be made at least 7 days prior to the activity. Should payment not be received by the agreed date, then the school has discretionary powers to cancel the booking at any time without notice.

Where there are block bookings of 10 sessions or more, the school may decide to invoice part way through the series. If this is the case, payment will be required within 21 days of receipt of invoice. If the invoice is not paid within 21 days a letter will be sent out with a further 7 days’ notice of payment deadline.

Cheques must be made payable to ‘Aberdare Community School’. Any returned cheques will be subject to an Administration Charge.

**Cancellation**

A refund will only be considered if notice to cancel is received 7 days prior to the booking date. The amount of refund, if any, will be determined by whether the school has already incurred expenditure in preparation for the booking.

**Appendix A**

ABERDARE COMMUNITY SCHOOL

USE OF SCHOOL PREMISES AND FACILITIES

BY OUTSIDE ORGANISATIONS AND GROUPS

APPLICATION FORM

|  |
| --- |
| NAME AND ADDRESS OF APPLICANT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  POSTCODE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ TEL/MOBILE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

|  |
| --- |
| NAME OF APPLICANT’S ORGANISATION/CLUB:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  NATIONAL PARENT BODY *(if any)*  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

ACCOMMODATION REQUIRED *(Please circle)*: Main Hall, Dance Studio, Standard Classroom, Specialist Classroom, Lecture Theatre, Recording Studio, Multi Use Games Area

SPECIFIC PURPOSE REQUIRED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WILL ANY SCHOOL EQUIPMENT BE USED? (e.g. P.A.; Data Projector; Interactive White Board) YES / NO

(Please Note: Vat is chargeable where school equipment is used)

WHERE QUALIFIED SUPERVISION IS NECESSARY PLEASE GIVE NAME AND QUALIFICATIONS OF PERSON CONCERNED AND REGISTERED FIRST AIDERS

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SINGLE OR REGULAR USE REQUIRED: SINGLE / REGULAR *(Please circle)*

DAYS OF WEEK: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ TIMES: From \_\_\_\_\_\_\_\_\_\_\_\_\_\_ To \_\_\_\_\_\_\_\_\_\_\_\_\_

FIRST DATE FROM WHICH USE IS REQUIRED: From \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_To \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WILL THERE BE A CHARGE FOR ADMISSION OF THE PUBLIC ON ANY DATES STATED? YES / NO

IF YES, PLEASE STATE DATES: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AND PURPOSE OF CHARGE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FORM OF AGREEMENT

On behalf of the Applicant Organisation/Group, I agree to abide by and observe the conditions imposed by Aberdare Community School and RCT County Borough Council set out in the policy, and I undertake to pay the cost of making good to the satisfaction of the Headteacher any damages that may occur from our activities and/or personnel, including spectators, whether to buildings, facilities or equipment.

NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ STATUS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

POST CODE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# TO BE COMPLETED AND RETURNED TO: Mark Davies, Finance Director, Aberdare Community School, The Ynys, Aberdare, CF44 7RP. Telephone: 01685 888500

# Don’t forget to include a copy of the appropriate insurance certificate(s).

**Administration/Office Use Only:**

### APPROVAL OF APPLICATION BY ABERDARE COMMUNITY SCHOOL

I approve the application detailed overleaf.

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Finance Director

Summary of Charges: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

VAT to be charged YES / NO

SCHOOL INVOICE NUMBER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Appendix B**

ABERDARE COMMUNITY SCHOOL

# VAT Exemption Conditions – Block Booking

The block booking you make with Aberdare Community School, may, under very exact circumstances, be exempt from VAT. However, the onus will be on your organisation to comply with the following conditions imposed by HM’s Revenues & Customs if you wish to claim a VAT exemption.

Conditions which **HAVE** to be met to allow a block booking to be treated as VAT exempt:

1. The booking must consist of at least 10 lets.
2. Each session must be for the same sport or activity.
3. Each session is to be held at the same venue, although different pitches, courts etc at the site are allowable.
4. The interval between each let is to be at least 1 day but not more than 14 days. Please note that there is no exception for intervals that exceed 14 days through closure of the centre for bank holidays.
5. All lets referred to on the original booking must be paid for in full, whether or not the organisation actually turns up on any particular occasion. Please note that there is no cancellation facility permitted by Her Majesty’s Revenues & Customs other than where the Council cancel due to adverse weather conditions or due to unforeseen non-availability of the facility.
6. The facilities must be let exclusively to the hirer during the periods of hire.
7. The club must sign up to a formal agreement with the establishment concerned and the agreement must specify the dates and times of lets covered.
8. The hirer must be a club, school, association or organisation representing affiliated clubs or constituent association, i.e. a league.

In order to comply with conditions, the organisation MUST sign and return the attached contract.

**Failure to comply with all of the above conditions throughout the period of the agreement will result in the WHOLE SERIES of lets being regarded as VAT standard rated. In these circumstances, the club will be liable to the additional VAT charged.**

Please note, additional dates not specifically quoted in the original contract at the time of booking will be VAT standard unless they are part of a new series of lets, which in themselves meet all the conditions for VAT exemption.

**Contract for Block Bookings Appendix B**

Dear Sir/Madam,

The (1)………………………………………………………………………………,

which is affiliated/associated with (2) …………………………………………………

…………………………………………………………………..…………………….

…………………………………………………………………………………………

for the period (3)………………………………………………………………………

…………………………………………………………………………………………

for the hire of (4) ……………………………………………………………………….

…………………………………………………………………………………………

…………………………………………………………………………………………

agrees to comply with all the conditions set out in the attached guidance and contracts to pay for all of the lets referred to above. The club acknowledges that failure to comply with all the conditions will mean that the club will incur a VAT charge on the whole series of lets.

Yours faithfully,

Secretary ………………………..…….. Date ………………………..

Or

Chair ………………………………….. Date ………………………..

1. enter the name of the organisation
2. enter the body to which the organisation is affiliated or associated
3. enter actual dates and times the let is required
4. enter a precise description of the facilities being hired