



# **Community Use of Lansbury Bridge School & Sports College**

## **Lettings Policy 2024 / 25**

<b>Date of Issue:</b>	<b>March 2024</b>
<b>Date of Review:</b>	<b>March 2025</b>
<b>Signed by Headteacher Mrs Carole Austin</b>	
<b>Signed by Chair of Governors</b>	

## Contents

	Page(s)
1. Community Use of School Premises	3
2. Charging Policy	3-4
3. VAT on Lettings	4
4. Block Booking System	4-5
5. Insurance Requirements	5-6
6. Safeguarding	6
7. Guest Wi Fi	6
Appendix 1: Conditions of Letting Premises	7-10
Appendix 2: Charging Structure	11-12

## **1. Community Use of School Premises & Facilities**

Lansbury Bridge School is a unique specialist resource within the borough of St Helens. The school is equipped and resourced to help meet the needs of children and young people with a wide range of complex special educational needs. The Governing Body is committed to extending the use of our specialised facilities to community groups who are inclusive or who have a focus on people with a disability. The school is committed to promoting the use of PE, sport and physical activity to improve the health, behaviour, confidence and learning of the whole school community.

Governors are aware however that 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. (The uniqueness of our provision would make alternative arrangements in these circumstances extremely problematic or impossible). 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 Leadership Team. The School Business Manager will report on community use to the Estates Committee and the Full Governing Body.

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

## **2. Charging Policy**

The charging policy is formulated by the Estates Committee and ratified by the full Governing Body.

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

1. Community organisations which will include:
  - Not for profit and voluntary organisations with a focus on providing activities or support for the disabled and / or their families. For these groups and organisations we will hire out our facilities at cost price.

- Schools, clubs and statutory organisations (such as health authority bodies) whose activities are either inclusive or have a focus on people with a disability, or whose activities will promote the use of PE, sport and physical activity to improve the health, behaviour, confidence and learning of the whole school community.

For these groups and organisations we will hire out our facilities at cost price.

2. Commercial organisations whose activities are either inclusive or have a focus on people with a disability, or whose activities will promote the use of PE, sport and physical activity to improve the health, behaviour, confidence and learning of the whole school community.

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 Appendix 2.

### **3. VAT on Lettings**

Lettings of rooms for non-sporting use are exempt from VAT, if additional equipment is not required. Sports lettings 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 HRMC Notice 742, Sub-Paragraph 5.4)*

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

## **5. Insurance Requirements**

These insurance requirements have been formulated following advice from the Local Authority Insurance Officer and the DfE Risk Protection Arrangement (RPA) membership which the school takes insurance cover with.

### Out of Hours use by the School

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

### Use by Other Council Services

These are covered by RPA insurance. The relevant manager should carry out a risk assessment and also ensure any requirements of the school are adhered to.

### Lettings to Outside Bodies

The ***Lansbury Bridge School Conditions of Letting School Premises*** form should be used and its requirements enforced. Users are required to hold Public Liability insurance. The standard Public Liability indemnity limit the Council requests is £10m, however, this may be adjusted dependant on the activity being undertaken and the number of attendees using the premises, as there is a requirement 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.

In all cases school staff will need to have sight of documents giving clear evidence of the level of insurance cover before any activity can take place. Any Public Liability indemnity limit held other than £10m would require confirmation from the Council's Insurance Officer prior to the letting proceeding.

### Activities of a Joint Nature

Where activities involve voluntary groups but also include school staff, or where there is uncertainty as to whether they should be classified as “school” activities or not, the main consideration should be whether it is a school activity to which others are contributing their time etc or if it is an activity run by, and for, another group which the school is facilitating. The key issue is whether the activity falls within the school’s control or not. Volunteers assisting the school in carrying out its activities are covered by RPA insurances.

The extension for Hirers Liability (Section 4 – Third Party Public Liability of the RPA Membership Rules) will provide indemnity to a person or group of individuals who would not be expected to have their own public liability insurance. For further information regarding insurance please contact the School Business Manager.

### **6. Safeguarding**

The Governing Body of Lansbury Bridge 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. Keeping Children Safe In Education (KCSIE) 2023 states that Lansbury Bridge School should and would follow its own safeguarding policies and procedures to inform the local authority designated officer (LADO) if a safeguarding allegation is made by the school against an external individual or organisation.

### **7. Guest Wi Fi**

Organisations who use the premises are able to request log in details to enable them to access the Guest Wi Fi whilst on site. Please see the School Business Manager or Paul Spooner, Facilities Manager for further details. Wi Fi access should be for business use only, it is the hirer’s responsibility to ensure internet use is appropriate.

**Should you have any queries regarding the information contained within the Lettings Policy, Conditions of Letting School Premises or the Charging Structure please contact the School Business Manager on 01744 678579.**

## APPENDIX 1

### LANSBURY BRIDGE SCHOOL

#### CONDITIONS OF LETTING SCHOOL 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 all their adult staff present during the hire have DBS clearance and be able to provide evidence of this if requested.
5. 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.
6. The Hirer will be responsible for the provision and administering of any first-aid required.
7. School staff on duty during lettings are responsible for providing initial access to the building to the Hirer or their representative. No further assistance will be provided during the letting and access/exit to the building by the members of the Hirer's organisation is the responsibility of the Hirer. All keys/fobs must be handed back to School staff on duty at the end of the letting.
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. 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 at all times.
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, pool plant or water treatment, 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. Specifically for the swimming pool and hydrotherapy pool: The pools will be tested prior to the hire times as follows:

Weekdays tested at 4:30pm – hirers informed by 4:45pm to a designated contact number if any issues identified.

Weekends tested at 08:45am – hirers informed by 9am to a designated contact number if any issues identified. Pool will be tested again every 4 hours until hire finishes.

The hirer will be updated every 30 minutes on the status of the pool until such time as a decision is made to cancel the booking.

The School is not required to provide any reasons for any problems to the Hirer nor any reasons for the pool being closed. The School will not take any actions that contravene Council policies in order to bring the pool into use.

17. Specifically for the swimming pool and hydrotherapy pool: The Hirer is responsible for providing adequate numbers of suitably trained and qualified lifeguards.



18. 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
19. Any person using the facility shall not bring any dangerous or obnoxious 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.
20. 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
21. Any person using the facility shall not bring into the building any animal other than assistance or guide dogs.
22. 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
23. 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.
24. The Hirer should ensure that both themselves and their clients/visitors are appropriately dressed and conduct themselves appropriately whilst on school premises, always considering the specialised setting of the facility.

#### Bookings:

25. 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.
26. 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.

27. Before a booking can be confirmed the Hirer will be required to provide evidence of having at least £10million Public Liability Insurance. There will be occasions when £5 million Public Liability Insurance will suffice, see Section 5 above for further information.

#### Cancellation Charges:

28. 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:

- 29 The School will issue invoices for all Hire Fees. Payment terms are 30 days from invoice date and cheques should be made payable to St Helens Council. 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. A £20 late fee will be charged if payment is not received within 30 days of invoice sent by the school. Those who receive invoices via St Helens Council will follow their Terms and Conditions

#### **Interpretation**

Lansbury Bridge 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 building, grounds and car park, as well as such constituent parts of the facility as are identified as the subject of the letting.

## APPENDIX 2

### Charging Structure 1<sup>st</sup> April 2024 – 31<sup>st</sup> March 2025

#### Room Hire

Room No	Room	Capacity	Half-Day (or part-day)	Full-Day
109	Training Room	50	£60	£120
19	Conference Room	12	£35	£70
14	Multi-Sensory Room	10 inc adults	£30 per 45 minute Session	
68	Community Foyer / Dining Area	109*	Price on application	

\* 109 is the capacity without any tables.

#### Hospitality

Tea, Coffee & Biscuits: £1 per cup. VAT will be added to the cost of refreshments.

Lunches: Options to be provided with costs on request. A 5% charge will be added to the cost of buffets to cover the costs of administration and presentation.

## Sports Facilities

Facility	Community Rate	Commercial Rate
<b>Swimming Pool (Outside of School Day - Weekday)</b> For each 1 hour session (total time including set-up and changing).	£42	£52.50
<b>Swimming Pool (Outside of School Day – Weekend Rate)</b> For each 1 hour session (total time including set-up and changing).	£48	£60
<b>Sports Hall and Changing Facilities (Outside of School Day – Weekday)</b> For each 1 hour session (total time including set up and changing).	£42	£52.50
<b>Sports Hall and Changing Facilities (Outside of School Day – Weekend Rate)</b> For each 1 hour session (total time including set up and changing).	£48	£60
<b>Hydrotherapy Pool</b> For each 1 hour session (total time including set up and changing). Note: This price is for the facilities only and does not include any supervisory or Therapy staff. The maximum capacity of the Hydrotherapy pool is 4 people and there must always be either a responsible adult (but not necessarily a Life Guard) on the pool side, or two responsible adults in the water at all times.	£30	£37.50

Permission will be sought from Governors to consider bespoke requests which may use more than one space, or require rooms which do not appear in the charging structure, these will be priced accordingly.

### **Other Charges**

A £10 additional fee to cover toilets, changing facilities, waiting areas, cleaning, storage facilities and associated costs will be added to each session booked from April 2023.

### **Outreach / Manual Handling Support**

Colleagues may be able to support schools with various requests for outreach and manual handling support. Requests will be looked at on an individual basis and priced according to requirements. Please contact the School Business Manager in the first instance to discuss any bespoke packages.

### **Value Added Tax**

Please note Sports Facility prices are exclusive of VAT. Please see Section 2 & 3 for further details on VAT rates.