

CANCELLATION POLICY

1. If the allocation is suspended or terminated, the Department for Children, Young People and Culture or the establishment concerned shall not be liable for the provision of alternative accommodation or be liable for any compensatory payment.
2. Any additional costs to the establishment arising out of a suspended/terminated booking will be relayed to the Hirer, for example marking of any surfaces. Any additional costs to the establishment arising out of a current booking will also be relayed to the Hirer.
3. Any charges arising from the use of the Department for Children, Young People and Culture premises must be paid via the appropriate methods listed on the reverse of the invoice.
4. The Hirer must provide a minimum of 15 working days notice to the Lettings Service of the intent to cancel a letting (in part or whole). This will commence from and include the date of notification (prior to 5pm) and any booked sessions within this time will be eligible for payment. Any cancellations made less than 1 month after acceptance of a confirmed booking, will result in the full cost of the booking being levied, unless exceptional circumstances apply (at the discretion of the Department for Children, Young People and Culture).
5. Failure to appear for a letting will result in the cost of the session/booking being levied.
6. Although every effort will be made to give as much notice as possible of a cancellation to the Hirer by the Department for Children, Young People and Culture, circumstances may not always permit and as such, the Department for Children, Young People and Culture reserve the right, on behalf of the establishment concerned, to cancel a letting (in part or whole) at any point in time.
7. If the Department for Children, Young People and Culture make a cancellation to your booking, due to direction from the establishment concerned, or if the facilities are not available for the letting on arrival, there will be no charge incurred by the Hirer. If the Hirer has paid for the facilities in advance they will receive a refund for any affected sessions. If, for any reason, the establishment is closed/not available due to cancellation, no compensation shall be payable by the Council or the Governing body, to the Hirer or any other person by reason of any such cancellation.
8. If the facilities/equipment applied for are not fully available for the duration of the booked slot or if the booked activity is prevented from taking place due to circumstances that the Hirer was not informed of prior to the letting, there will be no charge to the Hirer. A refund will be issued to the Hirer if they have paid in advance.
9. Acceptance must be in writing and is deemed acceptance of these terms and conditions.
10. In the event of a request to pay in-advance, payment must be made – whether or not the option to hire is actually exercised on a particular occasion. For example, if an organisation hired a sports hall for ten consecutive Wednesday evenings and in actual fact made use of the accommodation on eight Wednesday evenings only then the full charge for 10 evenings is payable. There will be no refund unless the reason for cancellation is due to exceptional circumstances (at the discretion of the Department for Children, Young People & Culture).

CONDITIONS OF ALLOCATION AND USE POLICY

1. Applications will be accepted by persons over 18 only and can be obtained via any of the following methods:
Email: CS-Lettings@bury.gov.uk
Telephone: 0161 253 5647
Post: Lettings Service
The Department for Children, Young People & Culture
3 Knowsley Place
Duke Street
BURY
BL9 0EJ
2. Once the Hirer has accepted a permit to use the premises, he/she is automatically bound by all terms and conditions of usage of the premises. The Department for Children, Young People and Culture have the right to vary these terms and conditions at any time.
3. The person signing the application form, on behalf of the organisation, ("the Hirer") is personally responsible for ensuring that all terms and conditions of the lettings policy are adhered to. They are expected to be present for the duration of hire. Should they be unable to attend, the Department for Children, Young People and Culture's Lettings Service should be informed in advance and in writing of the suitable substitute adult.
4. The Department for Children, Young People and Culture will not accept responsibility for any loss of or damage to any property owned by any person using the premises during the period of the letting. Property shall be brought onto the premises at the sole risk of the owner.
5. The Hirer must make sure that all users are aware that they are solely responsible for the security of their personal property, and should put a sign up to this effect. If tickets are issued for any event, this statement should also be issued on the ticket.
6. The Hirer is responsible for informing the Department for Children, Young People and Culture, of any person sustaining injury or loss on the premises during the period of the let. Detailed information must be presented in writing to the Department for Children, Young People and Culture within 24 hours of the event. Any further information required by the Department for Children, Young People and Culture must be made available on request.
7. All application forms should be submitted at least 2 weeks prior to the commencement date of any activity. Ad-hoc bookings will be considered on an individual basis.
8. Applications for ad-hoc weekend bookings taking place on the week of enquiry must be submitted by 12.00 noon on Wednesday of that week to allow sufficient time to process the booking.
9. Subject to approval of the application, a provisional allocation will be offered on the contractual agreement, giving details of any charge to be made, where applicable. **USE OF FACILITIES IS NOT PERMITTED IF THE ACCEPTANCE, INDEMNIFICATION, AND CHECKLIST ARE NOT RETURNED TO THE LETTINGS SERVICE OF THE DEPARTMENT FOR CHILDREN, YOUNG PEOPLE AND CULTURE WITHIN THE SPECIFIED TIMESCALE DETAILED ON THE CONTRACTUAL AGREEMENT.**

CHILDREN, YOUNG PEOPLE & CULTURE LETTINGS POLICY

10. Allocation is subject to there being no interference with the normal activities of the establishment.
11. Premises will not normally be available after 10:00 p.m.
12. All preparatory and clearing away time must be accounted for in the period applied for. Should your booking overrun you will be charged for this additional time.
13. Premises may not be used except in accordance with the application and approval.
14. Any organisation submitting an application which involves working with children/young people and/or vulnerable adults must submit a signed copy of their Safeguarding Policy and complete application form A.
15. The Hirer shall obtain all necessary licences and other permits and shall make payment of all taxes, fees, copyright or other dues.
16. The Hirer shall obtain public liability insurance to a minimum Authority standard of £5,000,000.00. The Hirer must produce a schedule of insurance cover before the letting can be confirmed.
17. It is the Hirer's responsibility to undertake a full and thorough risk assessment of the premises according to the activity being undertaken.
18. The Hirer must ensure that emergency exits, passages, and gangways remain clear and are not blocked by any equipment used in the duration of the letting.
19. The Hirer is responsible for familiarising themselves with emergency exits and must ensure that participants are aware of emergency evacuation procedures and designated assembly points.
20. It is the Hirer's responsibility to ensure that they have access to a first aid kit and that there is someone suitably qualified to deliver first aid in the event of an emergency. It is recommended that the Hirer or a nominated suitable person have access to a mobile phone at all times within the duration of the letting in case of emergency.
21. The Hirer shall indemnify and keep indemnified the Council from and against all loss and damage which the premises may sustain or incur by reason of the permission to use the premises or otherwise arising out of or in connection with such user, including cost of replacement and reinstatement and the damage to the property of, or the bodily injury or death of any person or persons and to complete the form of indemnity.
22. Requests to hire equipment must be made on the application form and subsequently approved by the establishment manager. The Hirer is liable for any damage, loss or theft of the equipment they have been authorised to use as part of their letting, and are responsible for its safe use and storage after the letting has ended.
23. The Hirer must ensure that all privately owned electrical equipment has a certificate of safety (Portable Appliance Test) from a qualified electrical engineer.
24. Anything brought on to the premises will be the Hirer's responsibility and must be removed at the end of the letting; otherwise, a charge will be applied. Staff may not undertake the receipt or

CHILDREN, YOUNG PEOPLE & CULTURE LETTINGS POLICY

removal of such articles. This includes equipment and/or refuse items, which must be disposed of in the correct manner and in line with the recycling policy of the premises in question.

25. Premises must be left in the same condition as they are found, including furniture, fittings, and general cleanliness. Any extra costs incurred to the establishment for cleaning and caretaking due to the Hirer's usage will be relayed to the Hirer.
26. Nominated key holders must ensure that the following points are adhered to:
 - a. Only areas specified on the contract must be accessed in the course of the letting
 - b. Make certain that the premises are vacated at the agreed time as stated on the contract
 - c. All points of the Condition of Allocation and Use Policy must be adhered to and in particular your attention is drawn to points 18, 19, 20 & 26
 - d. The establishment evacuation procedure must be followed in the event of an emergency situation and the Hirer must have access to a mobile phone at all times in the event of an emergency
 - e. In the event of an emergency, do not depart until the emergency services have arrived
 - f. Ensure that all lights and electrical appliances are switched off and windows, doors, gates are securely locked on departure and the alarm code correctly set.
 - g. Under no circumstances should the key/alarm code be supplied to any other person
 - h. Loss of keys should be reported immediately to the establishment and a charge for a replacement will be made to the Hirer
 - i. When the key is no longer required it is to be returned to the establishment, i.e. when a valid lettings contract is no longer in place. The key will be returned once the letting is reinstated and a new contract issued.
 - j. Any hazards, incidents, accidents or maintenance issues must be reported to establishment the next working day
 - k. If there is a problem securing the building you must contact The Community Safety Service at Bradley Fold for advice on 0161 253 6606
27. If the allocation is suspended or terminated, the Department for Children, Young People and Culture shall not be liable for the provision of alternative accommodation.
28. Any charges arising from the use of the Department for Children, Young People and Culture premises must be paid via the methods listed on the reverse of the invoice.
29. The Headteacher, Governing body or Senior Manager reserve the right to access the premises and monitor activities taking place at any given time.
30. Those who use the premises are asked to have regard for the interests of other users and are prohibited from:
 - l. Using rooms, kitchens, furniture, or equipment other than those outlined in the contract.
 - m. Interfering with the premises, contents, or installation, marking/damaging any surface, or causing unreasonable cleaning.
 - n. Overrunning the specified time slot on the lettings contract.
 - o. Using electrical equipment in excess of the normal capacity of the installation.
 - p. Engaging in any activity that would cause abnormal wear and tear (including use of unsuitable footwear in gymnasias, etc.)
 - q. Using any Sports Hall, Gymnasias, Pool or similar facility except in the presence of, and under the direction of, appropriately qualified staff.
 - r. Smoking, alcohol, using drugs in any Children, Young People and Culture establishment. Anyone thought to be under the influence of alcohol or drugs will be declined entry to the premises.
31. Eating on the premises (unless prior acceptance has been sought).

HIRING CHARGES FOR CHILDREN, YOUNG PEOPLE AND CULTURE PREMISES POLICY

1. Control over the use of accommodation and facilities at the Department for Children, Young People and Culture premises outside of normal session times rests with the Governing Body or senior manager of the establishment concerned. The Governors or senior managers are responsible for approving or declining applications and in most cases; this action is taken by the delegation of authority to the Headteacher or Manager.
2. All users of the Department for Children, Young People and Culture premises are required to pay a standard rate based on the individual running costs of the premises concerned.
3. A charge will be made for any request for use of equipment (standard sporting equipment not included), e.g. electrical equipment such as the use of an Over Head Projector
4. Facilities may be booked for a regular programme of activities and payment for all occasions booked must be made in full, unless cancellation falls within the remit of the cancellation policy. Cancellation of the use of accommodation for reasons outside the control of the solely liable person will be deducted from the bill.
5. In accordance with Value Added Tax regulations, the supply of sporting facilities for sporting activities/physical recreation normally incurs standard rated VAT. In certain circumstances, organisations may be eligible for a VAT exemption. Please refer to the Lettings VAT policy for further information.
6. Any suitable premises maintained by the Authority may be available for local professional or business meetings of the Teachers' Associations and other Trade Unions recognised by this Authority, subject to the standard rate being levied if the premises would not otherwise be in use.
7. Political Parties, local Councillor's, and M.P's will be required to pay the standard rate for use of the premises for campaign purposes or surgeries.
8. Candidates in parliamentary and local elections have the right to use School buildings for public meetings and when they are not being used for educational purposes. The returning officer must repay any costs arising from use of the premises for Election purposes.
9. Where the event involves public entertainment/sale of alcohol, the Hirer must abide by the requirement of the Licensing Act 2003 and obtain the necessary permissions, i.e. Temporary Events Notice (TEN), at their expense before the letting can be approved. The Hirer shall not during the occupancy of the premises, infringe any subsisting copyright or performing rights and shall indemnify the Local Authority against all sums of money which the Local Authority may have to pay by reason of infringement of copyright or performing rights occurring during the period of hire covered by this agreement.
10. The use of the Department for Children, Young people and Culture premises by persons or organisations having, or being connected with, commercial interests is subject to the standard rate with the premium of 25 per cent, except where the establishment is involved in fund raising functions and the commercial interest is a secondary aspect.

CHILDREN, YOUNG PEOPLE & CULTURE LETTINGS POLICY

11. Where the use of a School Meals Kitchen is required, approval is given on the basis that the Kitchen Supervisor employed by Bury Environment and Development Services is required to be present during the time of occupancy of the Kitchen (which can be shorter in duration than the event) subject to a premium payment to cover the cost of the supervisors wages. Applications for such use should be made to Ms. Sonia Smith, Head of Catering, Catering Services, Bradley Fold, Bolton, BL2 6RS. You must provide evidence of this arrangement to the Lettings Service prior to confirmation of the booking.
12. The Hirer is not authorised to sublet the premises.

VALUE ADDED TAX REGULATIONS

In accordance with current Value Added Tax regulations, the supply of sports facilities for playing any sport or participating in physical recreation normally incurs standard rated VAT of 20%. However, in certain circumstances organisations may be eligible for a VAT exemption for use of the following facilities:

- Sports pitches
- Swimming pools
- Sports halls
- Sports courts
- Sports equipment
- Gymnasiums
- Assembly halls

The supply of facilities for sporting activities can be zero-rated if all of the following criteria are met:

1. It is for a series of 10 or more periods of any duration;
2. Each period is for the same activity and at the same place,
3. The interval between periods is never less than one day or more than 14 days.
4. The fee for the letting relates to the whole series of sessions and is evidenced by a formal Lettings contract issued by the Lettings Service;
5. The use of facilities is exclusive to the customer or is a distinct or separate area/facilities;
6. The customer is a school, club, association, or organisation representing clubs and associations *and meets the criteria of an eligible body as determined by the HMRC;*
7. The activity taking place is a qualifying activity (list available upon request)

The conditions governing these special arrangements are as follows:

- The minimum interval between periods of one day is a strict 24 hours e.g. if a session is booked from 7pm to 8pm one day, it is not possible for the next session to start prior to 7pm the following day without invalidating the VAT exemption.
- There must be clear evidence of a formal agreement, which must be in place prior to the commencement of the first session in a series of lettings.
- Any extra charges for extended or additional sessions not in the original agreement will incur standard rated VAT at 20%.
- The formal agreement offers customers the option to pay in advance of the activity. Annual bookings for term time only use will be charged in advance/arrears of the term less VAT providing all the criteria are met and providing that there are 10 occasions booked in each term, otherwise VAT will be chargeable;
- If payment in advance is made, there will be no refund unless the sessions are cancelled due to circumstances outside of the control of the Hirer– please see cancellation policy.
- If payment in arrears is made and a refund is given due to the customer cancelling or varying the length of any sessions then the whole letting (or term, if an annual term time only booking is made) becomes liable for standard rated VAT at 20%
- Previous qualification for VAT exemption will not be taken into account for new bookings and each application will be assessed via the above legislative criteria.

CONDITIONS OF ALLOCATION AND USE – SCHOOL CATERING KITCHENS

1. Applications for the use of a school meals kitchen should be made to Ms Sonia Smith (Head of Catering) Environmental and Development Services, Bradley Fold, Bury.
2. The use of the kitchen is subject to the general conditions of allocation and use, which form part of the Department for Children, Young People and Culture's Lettings Policy.

In addition, the following conditions will apply:-

- 2.1 In all cases, a Supervisor employed by Department of Competitive Services must be in attendance during the full time that the kitchen is in use; accordingly, a charge will be made to cover the costs involved. The hiring time for kitchens can be shorter than the booked time for the school if required.
- 2.2 The member of staff will attend in a supervisory capacity only and can not be expected to participate in the preparation of food or the serving of meals.
- 2.3 The solely liable person must act upon any directions given by the Supervisor.
- 2.4 Use of kitchen equipment will be restricted to ovens and oven tops.
- 2.5 The accommodation must be left in a clean and tidy condition to the satisfaction of the Supervisor; if further cleaning is required by the Supervisor on duty, an additional charge may be levied.
- 2.6 In the interest of safety, no children will be allowed in the kitchen.
- 2.7 The solely liable person should provide all their own crockery, cutlery, pans etc., as School equipment will not be available for use.
- 2.8 A charge will be made for any damage or breakages.

PLAYING FIELD POLICY

1. The pitches available for use by local organisations are allocated following consultation between the Executive Director of the Department for Children, Young People and Culture and School Governing Bodies.
2. The length of time booked for the use of a pitch must include preparation time, full playing time (including breaks in play for half time) and time to clear the facilities. Failure to account for the full preparation time of the pitch in an application may result in the cancellation of the letting.
3. During the football season, the condition of each pitch will be carefully monitored by the Head Teacher, the P.E. Teacher, and the Ground Staff, so to determine as early as possible whether a pitch can continue to be played.
4. It is the schools responsibility to ensure that pitches are marked out for the appropriate sport for which the facilities are being used and that all equipment, such as goal posts conform to health & safety standards. It is also the schools responsibility to ensure that the grass is at a suitable length for the sport event to take place.
5. Pitches will be examined daily and Head Teachers will inform the Lettings Department as early as possible.
6. The decision to cancel the use of a pitch and in particular a letting arrangement rests with the Head Teacher, on behalf of the Governing Body, and this decision is taken following information received from the School.
7. Each Organisation will supply to the Department for Children, Young People and Culture's, Lettings Service a telephone number where an Official of the Club can be located in the event of a cancellation and following such notification all members of the Club will be informed by their Official accordingly.
8. The decision of the Head Teacher is final and cannot be changed irrespective of the view of any referee; the Organisation will abide by the decision and will not permit their members to use the facilities once a cancellation has been notified. Such unauthorised use will lead to termination of the letting agreement permanently.
9. In the event of cancellation, the Department for Children, Young People and Culture shall not be liable for the provision of alternative playing facilities.
10. The use of playing field facilities on Sundays is permissible (but by special agreement with the Church in the case of Church Schools) except that the attendance of the Caretaker to open up the changing accommodation is voluntary.
11. Acceptance, which must be in writing, will be deemed acceptance of these terms and conditions.
12. It is the Hirer's responsibility to provide a list of all team fixtures prior to the commencement of the letting and as soon as these are made available by the league. Failure to do so will result in the full cost for all occasions, for the duration of the booking being charged to the Hirer.